



NCDA&CS ADFP Trust Fund

Steve Troxler
Chair

NC DEPT. OF AGRICULTURE & CONSUMER
SERVICES

Sharon Alford Decker

NC DEPT. OF COMMERCE

Jimmy Gentry

THE NC STATE GRANGE

Billy Guillet

NC RURAL ECONOMIC DEVELOPMENT CENTER,
INC.

Clarence Hood

OFFICE OF THE SPEAKER OF THE HOUSE OF
REPRESENTATIVES

Tommy Houser

NC ASSOC OF SOIL & WATER CONSERVATION
DISTRICTS

William Holbrook

OFFICE OF THE PRESIDENT PRO TEMPORE

B. Ray Jeffers

PERSON COUNTY COMMISSIONER

Jimmy Johnson

NC DEPT. OF ENVIRONMENTAL & NATURAL
RESOURCES

Scott Marlow

RURAL ADVANCEMENT FOUNDATION
INTERNATIONAL - USA

Dr. Tom Melton

NC STATE UNIVERSITY - CALS

Edgar Miller

CONSERVATION TRUST FOR NC

Erica Peterson

NC AGRIBUSINESS COUNCIL

Dr. William Randle

NC A&T STATE UNIVERSITY

Bob Schaefer

NC FORESTRY ASSOC.

Darrell Tennie

NC BLACK FARMERS & AGRICULTURALISTS
ASSOC.

Steve Woodson

NC FARM BUREAU

Vacant

OFFICE OF THE GOVERNOR

July 29, 2013

Ms. Brenda Williams
Chatham Soil and Water Conservation District
P. O. Box 309
Pittsboro, NC 27312-0309

Dear Ms. Williams:

Thank you for your interest in the N.C. Agricultural Development and Farmland Preservation Trust Fund program. Your project, Lindley Farm Easement, has been reviewed by staff and endorsed by the N.C. Agricultural Development and Farmland Preservation Advisory Committee.

I am pleased to inform you that this project has been selected for funding. The estimated funding for this project will be \$220,500.

You may be contacted by staff to make adjustments to your budget, timeline or other contractual documents. Contract timeline will be from July 1, 2013, until June 30, 2015.

If you have any questions or need further clarification, please contact the ADFP Trust Fund Office at 919-707-3071.

Sincerely,

Steven W. Troxler
Commissioner of Agriculture

MAILING ADDRESS:
1001 MAIL SERVICE CENTER
RALEIGH, NC 27699-1001

PHONE: (919) 707-3071 - FAX: (919) 716-0105
www.ncagr.gov - www.ncadfp.org
E-MAIL: ncadfp@ncagr.gov

LOCATION:
2 WEST EDENTON ST.
RALEIGH, NC 27601



Steve Troxler
Commissioner

North Carolina Department of Agriculture and Consumer Services

N. David Smith
Chief Deputy Commissioner

October 18, 2013

Ms. Brenda Williams, District Administrator
Chatham Soil and Water Conservation District
P. O. Box 309
Pittsboro, NC 27312-0309

NOTIFICATION OF FUNDING OFFER

Dear Ms. Williams:

On behalf of Commissioner Steve Troxler and the North Carolina Department of Agriculture and Consumer Services – Farmland Preservation Programs, it is with great pleasure that I offer to you \$220,500 for your project approved under the North Carolina Agricultural Development and Farmland Preservation Trust Fund. The name of your approved project is Lindley Farm Easement, for the purpose of encouraging the preservation of qualifying agricultural, horticultural and forestlands to foster the growth, development and sustainability of family farms. These funds for the North Carolina Agricultural Development and Farmland Preservation Trust Fund are being provided to the Agency by the 2013 Session of the North Carolina General Assembly.

By completing these documents, you are agreeing to the specific stipulations, the general terms and conditions, and specific reporting requirements. Two original Contract packets must be completed and returned to the NCDA&CS, making sure that the Contracts and certain forms have been signed, dated, and witnessed, as applicable, before they are returned to the address provided on page 6 of your Contract cover document.

All authorized representative signatures **MUST** be in **BLUE INK**. Use the *Contract Check Off List* to ensure all attachments are included and are in the correct order for each Contract packet.

One fully executed, original Contract will be returned to you for your records. If you have any questions about your Contract or any of the forms contained in your offer packet, please call Elizabeth Heath, ADFP Trust Fund Office Manager, at (919) 707-3071, or feel free to send an email to Elizabeth.Heath@ncagr.gov.

I would like to take this opportunity to thank you for participating in the North Carolina Agricultural Development and Farmland Preservation Trust Fund grant program which has been established to promote profitable and sustainable agriculture, conservation agreements and agricultural conservation easements.

Sincerely,

N. David Smith
Chief Deputy Commissioner

Enclosures

cc: Kathryn L. Caler, M.L.S., Grants & Contracts Administrator



NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
 Steven W. Troxler, Commissioner

Farmland Preservation Programs & North Carolina Agricultural Development and Farmland Preservation Trust Fund

CONTRACT "CHECK OFF LIST" for Grantee (Governmental)

INSTRUCTIONS: CHECK THE "YES" BOXES IN LEFT COLUMN FOR THE DOCUMENT TITLES THAT ARE BEING RETURNED WITH THE TWO SIGNED, DATED and WITNESSED COPIES OF THE CONTRACT, WITH SIGNATURES IN BLUE INK. BE SURE TO INCLUDE ALL THE OTHER DOCUMENTS SPECIFIED IN YOUR CONTRACT PACKAGE. IF "X" NO" HAS BEEN CHECKED OFF FOR YOU, THAT DOCUMENT IS NOT REQUIRED FOR THIS GRANT PROGRAM OR PROJECT.

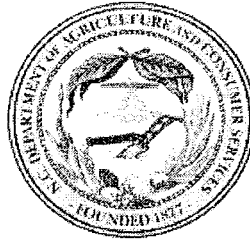
GRANTEE ORGANIZATION NAME: Chatham Soil and Water Conservation District

PROJECT TITLE/NAME: Lindley Farm Easement

CONTRACT #: _____ TRACKING #: 14-6-128-ADFP-6

ADFP TRACKING #: ADM-ADFP-13-014

GOVERNMENTAL ENTITIES ONLY Check one Box	DOCUMENT TITLE	DEPARTMENTAL USE - DOCUMENTS ATTACHED OR ON FILE	GRANTS & CONTRACTS USE - DOCUMENTS ATTACHED
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Contract "Check Off List" for Grantee	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Contract Cover (To be signed, dated & witnessed)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT A - General Terms & Conditions - Public	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT B - Scope of Work	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT C - Budget and Budget Narrative	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT D - Project Timeline	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT E - The Conservation Easement Content	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT F - NC OpenBook Supplemental Information	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT G - Performance Measures	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT H - Certifications and Assurances Section - State	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT I - Signature Card	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT J - W-9 Tax Information	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT K - Electronic Payment Request	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No



Departmental Use Only	
CENTER:	<u>2108-1012-2014</u>
ACCOUNT:	<u>536406</u>
CFDA/OTHER:	<u>N/A</u>
AMOUNT:	<u>\$220,500.00</u>

**North Carolina Department of Agriculture and Consumer Services
North Carolina Agricultural Development and
Farmland Preservation Trust Fund – Cycle VI**

Governmental

Contract # _____
ADFP Tracking # ADM-ADFP-13-014

This Contract is hereby entered into by and between the **North Carolina Department of Agriculture and Consumer Services, North Carolina Agricultural Development and Farmland Preservation Trust Fund**, (the "Agency") and Chatham Soil and Water Conservation District, (the "Grantee"), and referred to collectively as the "Parties". The Grantee's federal tax identification number is 56-6000284 and is physically located in Chatham County, and is further located at 65 East Chatham Street, Pittsboro, NC 27312.

The Grantee's fiscal year begins July 1 and ends June 30.
(Month/Day) (Month/Day)

The purpose of this Contract is to encourage the preservation of qualifying agricultural, horticultural, and forestlands to foster the growth, development, and sustainability of family farms. The Grantee's project title is Lindley Farm Easement. Funds awarded under this Contract must be used for the purposes for which they are intended.

I. Contract Documents:

This Contract consists of the Grant Contract and its attachments, all of which are identified by name as follows:

1. This Contract
2. General Terms and Conditions (Attachment A)
3. Scope of Work (Attachment B)
4. Budget and Budget Narrative (Attachment C)
5. Project Timeline (Attachment D)
6. The Conservation Easement Content (Attachment E)
7. NC Openbook Supplemental Information (Attachment F)
8. Performance Measures (Attachment G)
9. Certifications and Assurances Section – State (Attachment H)
10. Signature Card (Attachment I)
11. W-9 Tax Information (Attachment J)
12. Electronic Payment Request (Attachment K)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

II. Precedence Among Contract Documents:

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph I, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

III. Effective Period:

This Contract shall be effective on **July 1, 2013** and shall terminate on **June 30, 2015**, with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions as described in Attachment A.

IV. Grantee's Duties:

The Grantee shall conduct activities as described in Attachment B, Scope of Work, and in accordance with the approved budget in Attachment C and the approved timeline in Attachment D. In addition, the Grantee shall complete the activities as specified below.

- a. The Grantee shall be responsible for the acquisition of all permits and licenses required in the performance of the activities as described in the Scope of Work and for ensuring compliance with all applicable Federal, State, county, and local regulations.
- b. The Grantee shall provide the Agency with a draft "Conservation Easement." The Grantee shall include the Conservation Easement Required Content, Attachment E, in this draft "Conservation Easement" and in the final "Conservation Easement." The final "Conservation Easement" must meet with Agency approval to remain eligible for funding.
- c. The Grantee shall provide the Agency with two certified copies of the fully executed and properly recorded "Conservation Easement." Prior to the receipt of these required documents, the Agency shall pay to the Grantee no more than \$25,000. Upon receipt of the two copies of the fully executed and properly recorded "Conservation Easement," the Agency shall pay to the Grantee all remaining funds less 20% of the awarded grant amount (refer to the Line "e" of Grantee's Duties).
- d. The Grantee shall provide the Agency with easement documentation reports, a copy of the title opinion, and a copy of the land survey. The Grantee shall also provide the Agency with progress reports, both financial and programmatic, semi-annually. Refer to the table below for the reporting period and due dates for progress and budget reports.

Reporting Period Covered	Date Reports are Due
July 1, 2013 – December 31, 2013	January 10, 2014
January 1, 2014 – June 30, 2014	July 10, 2014
July 1, 2014 – December 31, 2014	January 10, 2015
January 1, 2015 – June 30, 2015	July 10, 2015

In-kind and cash match shall be a part of the required financial reports, and documentation of the reported match shall be included with the reports. Documents shall be in the form of individual time sheets that have been signed by the individual employee and approved by the appropriate supervisor, travel logs and invoices for in-kind match; copies of checks, bank deposits and fund transfers for cash match. Other types of documents may be acceptable with the approval of the ADFP Trust Fund Manager.

- e. The Grantee shall also submit a final grant report. Included in the final report, the Grantee shall provide an accounting of final match claimed by the Grantee to fulfill the match requirement mandated under N.C.G.S. 106-744(c1)(1). The Agency will retain 20% of the awarded grant amount until the final report, including cash match and in-kind documentation, is received and approved by the Agency. The final report and all invoices are due by the 10th of the month following the ending date of the contract and shall be paid within 60 days of the contract end date. If the final report, all invoices, and supporting documentation have not been received by the 10th of the month following the ending date of the contract the Grantee may not receive reimbursement and shall be considered ineligible for reimbursement. Refer to the table below for final reporting dates:

Reporting Forms	Date Reports are Due
Letter requesting Extension and Updated Timeline	April 30, 2015
All progress reports, budget reports, reimbursement request, matching documentation and other reporting documents needed to close the contract	July 10, 2015
Final Reimbursement Payment	August 31, 2015

- f. The Grantee shall complete all reports in a prescribed format, which shall be provided by the Agency. Reports and required documentation must be up-to-date in order for the Grantee to receive payments.
- g. After recording the "Conservation Easement" in the Register of Deeds Office, the Grantee shall annually notify the landowner and conduct a monitoring visit to the property to ensure that the easement agreement is being upheld. If structures are permitted under the easement, the Grantee shall review plans and monitor construction for compliance with the plans. In the event of a violation, the Grantee shall require voluntary correction, and if necessary, take legal action to enforce the easement. The Grantee shall report its monitoring findings to the Agency on an annual basis, by completing an "Annual Monitoring and Reporting Form," which will be provided to the Grantee by the Agency. Should the "Annual Monitoring and Reporting Form" be made available to the Grantee in electronic format, the Grantee shall complete the forms and submit them electronically on an annual basis, and not later than December 31 of each year of the "Conservation Easement." The Grantee shall notify the Agency within two weeks of the discovery date of any violations and of any non-compliance issues and provide the Agency with corrective action to be taken.
- h. All publicity and printed material regarding projects or activities supported in whole or in part by this shall contain the following language: "The project received support the NC ADFP Trust Fund." The NC ADFP Trust Fund logo (digital versions of which can be downloaded from the NC ADFP Trust Fund website at www.ncadfp.org) shall be displayed in all the Grantee's publicity and printed materials relating to this grant.
- i. With easement purchases, the Grantee shall ensure that 220 acres are placed under an agricultural easement with no more than a 5% variance in recorded easement acreage without prior written approval of the Agency. The division of the funds used to purchase the agricultural easement from matching resources and Agency resources must be maintained as noted in Attachment C.
- j. Non-compliance of grantee duties is an immediate suspension of existing ADFP grant funding and ineligible for further ADFP grants until correct and ADFP has acknowledged the correction and the grantee is in good standing.

V. **Agency's Duties:**

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed \$220,500.

This amount consists of:

Type of Funds	Funding Source	CFDA No.
State	State of North Carolina	N/A

Accounting Code Information:

Dollars	GL Company	GL Account	GL Center
\$220,500	1002	536406	2108-1012-2014

a. There are no matching requirements from the Grantee.

b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

	In Kind	\$
	Cash	\$
	Cash and In-kind	\$
	Cash and/or In-kind	\$
	Other/Specify:	\$

c. The Grantee's matching requirement is \$ 33,075 which consists of:

	In Kind	\$
	Cash	\$
X	Cash and In-kind	\$33,075
	Cash and/or In-kind	\$
	Other/Specify:	\$

d. The Grantee has committed to an additional \$ _____ to complete the project as described in Attachment B.

The contributions from the Grantee shall be sourced from non-federal funds.

The total Contract amount is \$220,500.

VI. **Conflict of Interest Policy:**

The Agency has determined that the Grantee is a governmental agency and is not subject to N.C.G.S. § 143C-6-23(b). Therefore, the Grantee is not required to file a Conflict of Interest Policy with the Agency prior to disbursement of funds.

VII. **Statement of No Overdue Tax Debts:**

The Agency has determined that Grantee is a governmental agency and is not subject to N.C.G.S. § 143C-6-23(c). Therefore, the Grantee is not required to file a Statement of No Overdue Tax Debts with the Agency prior to disbursement of funds.

VIII. **Reversion of Unexpended Funds:**

Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

IX. **Reporting Requirements:**

The Agency has determined that the Grantee is a governmental entity and is not subject to the State reporting requirements mandated by N.C.G.S. § 143C-6-23. Therefore, the Grantee does not have to file annual electronic reports with the NC Office of State Budget & Management.

X. **Payment Provisions:**

Upon execution of the contract, you may complete an "Initial Request for Payment" form for an amount not to exceed \$25,000. If the total grant amount is less than or equal to \$31,250, no more than 80% of the ADFP funds can be requested at this time. Invoices or other types of billing documents showing expenditures for these funds should be submitted with final reports. Thereafter, all "Request for Reimbursement" forms shall be submitted no more often than monthly and shall be supported by appropriate invoices, or other types of billing documents. The Grantee may request from the Agency all remaining funds less 20% of the awarded grant amount (refer to Paragraph IV, Line C). At a later date, but prior to the expiration date of the contract, the Grantee may request the final payment; which is the remaining 20% of the awarded grant amount, upon the Grantee's submission of a final grant report determined to be in compliance with the Agency's reporting specifications. The Agency may withhold reimbursements if the Grantee fails to accomplish the milestones stated in Attachment D.

Due to fiscal year ending June 30, any reimbursement request received after June 15 is subject to payment in the next fiscal year.

Upon expiration of the contract date, the Grantee shall have until the 10th of the following month that the contract ends, to get all documents and invoices to the agency in accordance with its approved budget. Should the grantee have unspent funding remaining at the end of the 60-day period, these unspent funds shall be immediately returned to the Agency. Under no circumstances shall the Grantee encumber or expend funds provided under this contract after the contract expiration date.

If this Contract is terminated prior to the original end date, the Grantee may submit a final "Request for Reimbursement" form. All unexpended funds shall be returned by the Grantee to the Agency within 45 days of the contract termination date. The Grantee shall also provide the Agency with a final report, in a format provided by the Agency, within 45 days of the contract termination date. The final report will be used by the Agency to determine the amount, if any, of expended funds to be returned to the Agency by the Grantee.

Payment shall be made in accordance with the Contract Documents and as described in the Scope of Work, Attachment B.

Eligible expenditures for payment must be within the fiscal period noted in the contract. Reimbursement may not be considered prior to the submission and final execution of the Contract.

All matching funds, including in-kind and cash, **must be spent concurrently with funds provided by this Contract.** Both types of matching funds expended shall be accounted for on the Request for Reimbursement forms, and support documentation for all matching expenditures shall be included with the forms.

All travel reimbursements shall be made in accordance with the current State rates, at the time of the expenditure, and shall be made in accordance with the "State Budget Manual".

Indirect costs are not allowable expenditures under this Contract.

XI. Contract Administrators:

All notices permitted or required to be given by one Party to the other and all questions about the Contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrator are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Agency:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
NC Department of Agriculture and Consumer Services ADFP Trust Fund 1001 Mail Service Center Raleigh, NC 27699-1001 Telephone: 919-707-3071 Fax: 919-716-0105 Email: Elizabeth.Heath@ncagr.gov	NC Department of Agriculture and Consumer Services ADFP Trust Fund 2 West Edenton Street Raleigh, NC 27601

For the Grantee:

Grantee Contract Administrator	Grantee Principal Investigator or Key Personnel
Name: Brenda Williams Title: District Administrator Company Name: Chatham Soil and Water Conservation District Mailing Address: P. O. Box 309 City: Pittsboro State: NC Zip: 27312-0309 Telephone: 919-542-8240 Fax: 919-542-8267 Email: Brenda.williams@chathamnc.org	Name: Brenda Williams Title: District Administrator Company Name: Chatham Soil and Water Conservation District Physical Address: 65 East Chatham Street City: Pittsboro State: NC Zip: 27312 Telephone: 919-542-8240 Fax: 919-542-8267 Email: Brenda.williams@chathamnc.org

XII. Supplementation of Expenditure of Public Funds:

The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, State and local public funds that the Grantee otherwise expends for activities involved with specialty services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services. The funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

XIII. Disbursements:

As a condition of this Contract, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

- a. Implement adequate internal controls over disbursements
- b. Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- c. Assure adequate control of signature stamps/plates
- d. Assure adequate control of negotiable instruments; and
- e. Implement procedures to insure that account balance is solvent and reconcile the account monthly.

XIV. Outsourcing:

The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing prior notice to the Agency.

XV. N.C.G.S. § 133-32 and Executive Order 24:

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State employee of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement or Contract, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employee of your organization.

XVI. **Signature Warranty:**

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

IN WITNESS WHEREOF, the Grantee and the Agency execute this Contract in **two (2)** originals, one (1) of which is retained by the Grantee and one (1) which is retained by the Agency.

Grantee: Chatham Soil and Water Conservation District

Brenda Williams 11/1/13
Signature of Authorized Representative Date
Brenda Williams District Administrator
Printed Name Title

Witness:

Susannah Goldston 11/1/13
Signature Date
Susannah Goldston Soil Conservation Specialist
Printed Name Title



North Carolina Department of Agriculture and Consumer Services

Signature of Authorized Representative Date

N. David Smith, Chief Deputy Commissioner
Printed Name of Authorized Representative

be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all Contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the Contract to verify accounts and data affecting fees or performance).

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters whether sounding in Contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the Agency for loss of, or damage to, such property. At the termination of this Contract, the Grantee shall contact the Agency for instructions as to the disposition of such property and shall comply with these instructions.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Travel Expenses: Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates shall be used. International travel shall not be reimbursed under this Contract.

Sales/Use Tax Refunds: If eligible, the Grantee and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee shall not use the award of this Contract as a part of any news release or commercial advertising.

Allowable Uses of State Funds: Expenditures of State funds by any grantee shall be in accordance with the Cost Principles outlined in the Office of Management and Budget (OMB) Circular A-87. If the grant funding includes federal sources, the grantee shall ensure adherence to the cost principles established by the Federal Office of Management and Budget. [09 NCAC 03M.020]

Cycle VI - Scope of Work

Applicant Name:	Chatham Soil & Water Conservation District
Applicant Tax Identification Number:	56-6000284
DUNS Number:	131356607
Project Title:	Mike Lindley Farm Chatham County

1. What is the purpose of the project?

(200 words or less.)

This project will permanently protect the soil and water resources on two hundred and twenty (220) acres of the Mike Lindley Farm to ensure that the land remains available and viable for current and future agricultural and forestry uses. Both highly productive pasture and crop land on prime soils and 1.5 miles of stream buffer will be under permanent easement and monitored by one of North Carolina's oldest and most experienced land trusts, Triangle Land Conservancy (TLC). TLC is assisting Chatham SWCD in the easement process so we can apply for and hold permanent easements in the future. TLC will hold the conservation easement and be responsible for annual monitoring and stewardship.

2. What community need(s) will the project serve?

(200 words or less.)

The project will help protect a working dairy farm in the Silk Hope Community, an area that has been targeted as a priority farmland protection area in the Chatham County Farmland Protection Plan. Silk Hope is known for its prime farmland soils and rich agricultural heritage. The project would add to a growing number of protected farms in this area including TLC's Chestnut Hill Farm and Cohen Farm conservation easements. This farm is also located only a few miles from several hundred acres of Piedmont Land Conservancy protected land known as the Sutphin Mill farming community. Soil, water, air, and scenic resources are permanently protected while a local small business and food resources are improved for the Silk Hope community that is currently suffering severe economic hardship. Mike Lindley Farm will be the fifth conservation easement project in the Silk Hope community, resulting in the preservation of over 800 acres of farmland.

3. Are other organizations, programs, projects, etc. serving the community needs noted in item #2? If so, how is this project different/why is this project necessary?

(200 words or less.)

The two local partners in this project, Chatham Soil and Water Conservation District and Triangle Land Conservancy, are the only organizations that can hold conservation easements in this area. Currently, Triangle Land Conservancy (TLC) is the only non-profit conservation organization that will hold permanent conservation easements for farm and forestland preservation in Chatham County. In TLC's six county region, they hold and monitor twenty working lands conservation easements. Although the Chatham Soil and Water Conservation District does not currently hold permanent conservation easements, we have partnered with TLC on projects such as the Dyker's New Hope Farm Easement, which was funded by the NC ADFP Trust Fund. TLC does not have the staff resources to work with all of the farmers in the area that are interested in applying to the NC ADFP Trust Fund. Some farmers in Chatham County have been on a waiting list for several years to work with TLC. It is TLC's hope that by assisting Chatham SWCD in the process, we can apply for and hold permanent easements in the future.

Attachment C

BUDGET AND BUDGET NARRATIVE

Cycle VI - Project Budget

List the funds requested from ADFP, the cash match anticipated, and in-kind match in the table below by line item and state the totals for each. Then, state the "Total Project Value" on the line below by adding the total ADFP funds requested, the total cash match anticipated, and the total in-kind match anticipated. In the Budget Narrative section provide an explanation of how the ADFP funds will be expended.

Applicant Name:	Chatham Soil & Water Conservation District
Applicant Tax Identification Number:	56-6000284
DUNS Number	131356607
Project Title:	Mike Lindley Farm Chatham County
Applicant's Fiscal Year	July 1 to June 30

Expenditure Categories	ADFP Funds Requested	Cash Match	In-Kind Match	Total
204 Travel (applicable state rates)			\$500	\$500
207 Personnel & Administrative			\$6,528	\$6,528
211 Stewardship Endowment		\$19,000		\$19,000
212 Survey	\$10,000			\$10,000
213 Appraisal		\$6,000		\$6,000
214 Baseline Documentation Report	\$3,000			\$3,000
215 Environmental Assessment/Audit	\$1,000			\$1,000
216 Legal Fees	\$5,000			\$5,000
217 Closing Costs	\$1,500			\$1,500
220 Easement Purchase	\$200,000	\$400,000	\$203,200	\$803,200
Total Budget	\$220,500	\$425,000	\$210,228	\$855,728

Total Project Value (ADFP Funds + Cash Match + In-Kind Match) = \$855,728

★ Project Budget Totals must match Project Timeline Totals on page 12.

Blenda Williams
Applicant Signature

9/24/2013
Date

[Signature]
ADFP Trust Fund Budget Officer Signature

10/3/2013
Date

[Signature]
ADFP Trust Fund Program Manager Signature

10-4-13
Date

Cycle VI - Budget Narrative

Provide a short explanation of the purpose of the line expenditures listed below based on the budget you completed on page 14.

Line	Item	Expenditures	Budget Narrative		
204	Travel (applicable state rates)	\$500	Chatham SWCD and TLC In-Kind	SWCD: 10 visits (30 miles round trip); TLC: 8 visits (87.5) miles round trip)	1,000 miles @ \$0.50
207	Personnel & Administrative	\$6,528	Chatham SWCD and TLC In-Kind	Due diligence, Easement draft, FRPP and ADFP grant admin	SWCD: 100 hrs @ \$30/hr TLC: 84 hrs @ \$42/hr
211	Stewardship Endowment	\$19,000	Landowner Cash		
212	Survey	\$10,000	ADFP Funds	Property boundaries, stream buffers, envelopes	
213	Appraisal	\$6,000	Landowner Cash		
214	Baseline Documentation Report	\$3,000	ADFP Funds	TLC staff time	71.4 hrs @ \$42/hr
215	Environmental Assessment/ Audits	\$1,000	ADFP Funds		
216	Legal Fees	\$5,000	ADFP Funds		
217	Closing Costs	\$1,500	ADFP Funds		
220	Easement Purchase	\$803,200	ADFP Funds	FRPP Funds	Landowner In-Kind Donation

Cycle VI - Matching Funds Information

Instructions: Identify all funding sources for this project outside of ADFP Trust Fund monies. List the contact information for each source in the bottom section.

Source of Funds	Amount of Funds	Cash [C] or In-kind [IK]	Description	Rate of Pay & Hours
ABC Agency	Ex: \$300	IK	administrative assistant	\$10/hr for 30 hrs
FRPP	\$400,000	C	Easement Purchase	
Triangle Land Conservancy	\$3,528	IK	Project administration	\$42/hr for 84 hours
Chatham SWCD	\$3,000	IK	Project administration	\$30/hr for 100 hrs
Triangle Land Conservancy	\$350	IK	Travel (8 visits, 87.5 miles round trip)	\$0.50 per mile
Chatham SWCD	\$150	IK	Travel (10 visits, 30 miles round trip)	\$0.50 per mile
Landowner	\$203,200	IK	Easement donation	
Landowner	\$19,000	C	Stewardship Endowment	
Landowner	\$6,000	C	Appraisal	

Total

Notes:

Contact Information for Outside Funding Sources listed above

Name	Agency	Phone Number	Email Address
Brenda Williams	Chatham SWCD	919-542-8240	Brenda.williams@chathamnc.org
Mike Hinton	FRPP	919-873-2103	mike.hinton@nc.usda.gov
Tabitha Roberson	TLC	919-833-3662 X 7008	troberson@tlc-nc.org
Mike Lindley	Landowner	919-663-2639	N/A

★ Match Funds should be the same as noted in the Project Budget and Project Timeline on pages 12 and 13.

Attachment D

PROJECT TIMELINE

Cycle VI - Project Timeline
Projects may not begin before July 1, 2013.

Applicant Name:	Chatham Soil & Water Conservation District
Applicant Tax Identification Number:	56-6000284
DUNS Number	131356607
Project Title:	Mike Lindley Farm Chatham County
Applicant's Fiscal Year	July 1 to June 30

Grant Year One

Quarter (Year One)	Tasks/Goals	ADFP Funding to be Used	Matching Funds (cash or in-kind) to be Used	Total Funding to be Used
July 1 – Sept. 30	Project Administration ADFP contract FRPP contract	\$0	\$1,000 admin	\$1,000
Oct. 1 – Dec. 31	Project Administration Title Search Easement Draft Environmental Assessment	\$1,000 environmental assessment	\$1,000 admin	\$2,000
Jan. 1 – March 31	Project Administration Easement Draft Survey Appraisal	\$10,000 survey	\$6,000 appraisal \$1,000 admin	\$17,000
April 1 - June 30	Project Administration Baseline Report	\$0	\$1,000 admin	\$1,000

Grant Year 1 Subtotal

\$11,000	\$10,000	\$21,000
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Grant Year Two

Quarter (Year Two)	Tasks/Goals	ADFP Funding to be Used	Matching Funds (cash or in-kind) to be Used	Total Funding to be Used
July 1 – Sept. 30	Project Administration Baseline Report	\$3,000 baseline report	\$1,000 admin	\$4,000
Oct. 1 – Dec. 31	Project Administration Stewardship Endowment Project Closing	\$5,000 legal fees \$1,500 closing costs \$200,000 easement purchase	\$2,028 admin and travel \$19,000 stewardship \$603,200 easement purchase	\$830,728
Jan. 1 - March 31				
April 1 - June 30				

Grant Year 2 Subtotal	\$209,500	\$625,228	\$834,728
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Entire Grant Total	\$220,500	\$635,228	\$855,728
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★ **Project Timeline Totals must match Project Budget Totals on page 13.**

Cycle VI - Project Budget

List the funds requested from ADFP, the cash match anticipated, and in-kind match in the table below by line item and state the totals for each. Then, state the "Total Project Value" on the line below by adding the total ADFP funds requested, the total cash match anticipated, and the total in-kind match anticipated. In the Budget Narrative section provide an explanation of how the ADFP funds will be expended.

Applicant Name:	Chatham Soil & Water Conservation District
Applicant Tax Identification Number:	56-6000284
DUNS Number	131356607
Project Title:	Mike Lindley Farm Chatham County
Applicant's Fiscal Year	July 1 to June 30

Expenditure Categories			In-Kind Match	Total
204 Travel (applicable state rates)			500	\$500
207 Personnel & Administrative			6,528	\$6,528
211 Stewardship Endowment				\$19,000
212 Survey				\$10,000
213 Appraisal				\$6,000
214 Baseline Documentation Rep				\$3,000
215 Environmental Assessment/A				\$1,000
216 Legal Fees				\$5,000
217 Closing Costs				\$1,500
220 Easement Purchase			803,200	\$803,200
Total Budget		\$220,500	\$425,000	\$210,228

Please replace with another project budget page signed in Blue ink.

Total Project Value (ADFP Funds + Cash Match + In-Kind Match) = \$855,728

★ Project Budget Totals must match Project Timeline Totals on page 12.

Blenda Williams
Applicant Signature

9/24/2013
Date

Paul Mitchell
ADFP Trust Fund Budget Officer Signature

10/3/2013
Date

ADFP Trust Fund Program Manager Signature

Date

Attachment E

THE CONSERVATION EASEMENT CONTENT

The following TERMS AND CONDITIONS are required to be included in this Conservation Easement unless modified by the North Carolina Department of Agriculture and Consumer Services.

A. *Definitions*

Grantor—the landowning entity that provides the body of the easement.

Grantee—the recipient of the easement.

Conservation Purposes—agricultural, horticultural, and forestland activities.

Property—agricultural farmland.

B. *Grant of Conservation Easement*

Grantor(s) hereby voluntarily grant and convey to the Grantee, and the Grantee hereby voluntarily accepts, a perpetual (or a term of years) Conservation Easement, which must be defined by a metes and bounds description. Grantor(s) promise that they will not perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the covenants herein. Grantor(s) authorize the Grantee to enforce these covenants in the manner described herein.

C. *Grantor's Development Rights*

Grantor(s) hereby voluntarily grant and convey to the Grantee all development rights for the Property, except as otherwise reserved and provided by the terms of this Conservation Easement, that are now or hereafter inherent in the Property.

D. *Grantor's Reserved Uses and Restrictions*

Subject to the terms and restrictions hereto, the Grantor(s) reserve to and for themselves and their successors all customary rights and privileges of ownership, unless otherwise specifically prohibited herein.

E. *Grantor's Right to Use the Property for Customary Rural Enterprises*

Grantor(s) retain the right to use the portion of the Property as shown on Exhibit B, and more particularly described in the Baseline Documentation Report, for otherwise lawful and customary rural enterprises, such as, but not limited to, a winery, bed and breakfast, saw mills, farm machinery repair enterprises. Conducting customary rural commercial enterprises on any other part of the Property is not permitted without the advance written permission of the Grantee in each instance. The Grantee shall not give such permission unless the Grantee determines that the proposed use will not substantially diminish or impair the conservation values of the Property.

F. *Prohibited Activities*

Any activities, practices, or uses of the Property, that would in anyway alter, impede, or interfere with the conservation values and agricultural goals sought to be protected by this Conservation Easement are strictly prohibited.

Attachment E

G. Natural Resource Restoration and Enhancement Activities

Notwithstanding any terms contained within this Conservation Easement, Grantor(s) may engage or contract others to engage in any activity designed to repair, restore, or otherwise enhance the natural resources found or once present on the Property, so long as such uses do not significantly diminish or impair the conservation values of the Property.

H. Grantor's Road Construction

Construction and maintenance of unpaved farm roads that may be reasonably necessary and incidental to carrying out the improvements and uses permitted on the Property by this Conservation Easement are permitted.

I. Mining

There shall be no filling; excavation; dredging; mining; removal of topsoil, sand, gravel, rock, peat, minerals or other materials; and no change in the topography of the land in any manner except as necessary for the purpose of combating erosion or flooding and as reasonably necessary for any permitted maintenance, construction or reconstruction on the Property.

J. Trash and Hazardous Waste

No trash, refuse, vehicle bodies or parts, rubbish, debris, junk, waste, radioactive or hazardous waste shall be placed, stored, dumped, buried or permitted to remain on the Property. Except that, the storage of agricultural products, byproducts (including the composting of biodegradable material for on-farm use) and agricultural equipment on the Property is allowable, so long as such storage is done in accordance with all applicable government laws and regulations and in such a manner so as to not impair the conservation values of the Property.

K. Farm and Forestlands

Agricultural operations including, but not limited to, timber harvesting, grazing, horticulture and animal husbandry are permitted on the Property.

L. Transfer of Property

Grantor(s) agree to incorporate by reference the terms of this Conservation Easement in any deed or other legal instrument by which they transfer or divest themselves of any interests, including leasehold interests, in all or a portion of the Property. Failure of Grantor(s) to comply with this section shall not impair the validity of this Conservation Easement as to successor owners or limit its enforceability in any way, nor shall any Grantor's failure to comply with this section constitute a default under this Conservation Easement.

M. Transfer of Conservation Easement

Subject to the contingent rights of the State of North Carolina with timely written notice and approval of the North Carolina Department of Agriculture and Consumer Services, the Grantee shall have the right to transfer this Conservation Easement to any public agency or private nonprofit organization that, at the time of transfer, is a qualified organization under 26 U.S.C. §170(h) of the Internal Revenue Code, as amended and under NCGS 121-34 et seq., provided the agency or organization expressly agrees to assume the responsibility imposed on the Grantee by this Conservation Easement. As a condition of such transfer, Grantee shall require that the conservation purposes intended to be advanced hereunder shall be continued to be carried out. If the Grantee ever ceases to exist or no longer qualifies under 26

Attachment E

U.S.C. §170(h) of the Internal Revenue Code, or applicable state law, a court with jurisdiction shall transfer this Conservation Easement to another qualified organization having similar purposes that agrees to assume the responsibility imposed by this Conservation Easement.

N. Grantor's Title Warranty

The Grantor(s) warrant that they hold fee simple title to the Property and must disclose any encumbrances on the Property to the Commissioner of Agriculture and hereby promise to defend the same against all claims that may be made against it.

O. Parties in Interest

If the Grantor(s) are multiple parties in interest or a trust, all signatures obtained must be by authorized officers or parties.

P. Grantor's Environmental Warranty

The Grantor(s) warrant that they have no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property.

Q. Obligations

Other than as specified herein, this Conservation Easement does not impose any legal or other responsibility on the Grantee or the State of North Carolina.

R. Liability and Indemnification

The Grantor(s) agree to indemnify and hold Grantee and the State of North Carolina harmless from any and all costs, claims or liability, including but not limited to reasonable attorneys' fees arising from any personal injury, accidents, negligence or damage relating to the Property, or any claim thereof, unless due to the negligence of Grantee or its agents, in which case liability shall be apportioned accordingly.

S. Enforcement

With reasonable advance written notice to the Grantor(s), the Grantee shall have the right to enter the Property for the purpose of inspecting for compliance with the terms of this Conservation Easement. The Grantee shall have the right to prevent violations and remedy violations of the terms of this Conservation Easement through judicial action. The parties agree that a court may issue an injunction or order requiring the Grantor(s) to restore the Property to its condition prior to the violation as restoration of the property may be the only appropriate remedy. In any case where a court finds that a violation has occurred, the Grantor(s) shall reimburse the Grantee for all its expenses incurred in stopping and correcting the violation, including but not limited to court costs, attorneys' fees, and any other costs incurred with onsite remediation. The failure of the Grantee to discover a violation or to take immediate legal action shall not bar it from doing so at a later time. In any case where a court finds no such violation has occurred, each party shall bear its own costs.

In the event that Grantee fails to enforce any of the terms of this Conservation Easement, as determined in the sole discretion of the Commissioner of Agriculture, the said Commissioner of Agriculture and his or her successors and assigns shall have the right to enforce the terms of the Conservation Easement through any and all authorities available under Federal or State law. In the event that Grantee attempts to terminate, transfer, or otherwise divest itself of any rights, title, or interests of this Conservation Easement without the prior consent of the Commissioner of Agriculture and payment of consideration to the State of North Carolina, then, at the option of the Commissioner of

Attachment E

Agriculture, all right, title, and interest in this Conservation Easement shall become vested in the State of North Carolina.

T. Amendment

This Conservation Easement may be amended by a written instrument executed by the Grantee and the Grantor(s) and approved by the Commissioner of Agriculture. Any such amendment shall be consistent with the Statement of Purpose of this Conservation Easement and with the Grantee's Conservation Easement amendment policies, and shall comply with 26 U.S.C. §170(h) of the Internal Revenue Code or any regulations promulgated in accordance with that section. Any such amendment shall be duly recorded. Grantee shall give notice of any amendment to and secure approval from, the North Carolina Department of Agriculture and Consumer Services.

U. Procedure in the Event of Condemnation or Eminent Domain

Grantor(s) and Grantee recognize that the partial donation and partial sale of this Conservation Easement gives rise to a property right, immediately vested in the Grantee, with a fair market value equal to the proportionate value that the Conservation Easement bears to the value of the Property prior to the restrictions imposed by the Conservation Easement. Accordingly, if any condemnation or eminent domain action shall be taken, on all or part of the Property, by any authorized public authority, said authority shall be liable to the Grantee for the value of the property right vested in the Grantee at the time of the signing of this Conservation Easement.

If condemnation or a taking by eminent domain of a part of the Property or the entire Property by a public authority renders it impossible to fulfill any of the conservation purposes of this Conservation Easement on all or part of the Property, the Conservation Easement may be terminated or modified accordingly through condemnation proceedings. If the Conservation Easement is terminated or modified and any or all of the Property is sold or taken for public use, then, as required by Treas. Reg. 1.170A-14(g)(6), the Grantee shall be entitled to the proportionate value of the Conservation Easement. The Grantee shall use its proceeds consistently with the general conservation purposes of this Conservation Easement. If this Conservation Easement is extinguished or terminated, the North Carolina Department of Agriculture and Consumer Services, and Grantee shall receive its proportional share of the Conservation Easement value at the time of termination. The proportional share of the Conservation Easement value is ____ percent to the North Carolina Department of Agriculture and Consumer Services.

V. Procedure in the Event of Termination of Conservation Easement

If it determines that conditions on or surrounding the Property change so much that it becomes impossible to fulfill the conservation purposes of this Conservation Easement, a court with jurisdiction may, at the joint request of both the Grantor(s) and the Grantee and with prior consent of North Carolina Department of Agriculture and Consumer Services as provided herein, terminate or modify this Conservation Easement in accordance with applicable state law. If the Conservation Easement is terminated and the Property is sold then as required by Treas. Reg. 1.170A-14(g)(6), the Grantee shall be entitled to an amount equal to the ratio of the appraised value of this Conservation Easement to the unrestricted fair market value of the Property, as these values are determined on the date of this Conservation Easement. The Grantee and the North Carolina Department of Agriculture and Consumer Services shall divide the resulting proceeds in accordance with the percentage of the purchase price of the Conservation Easement that each party contributed. The percentage is ____ percent for the North Carolina Department of Agriculture and Consumer Services. The Grantee shall use its proceeds consistently with the general conservation purposes of this Conservation Easement.

Attachment E

W. Subsequent Easements/Restrictions on the Property

The grant of any easements or use restrictions that might diminish or impair the agricultural viability or productivity of the Property or otherwise diminish or impair the conservation values of the Property is prohibited.

X. Subdivision

The Property currently consists of single tract. The further subdivision of the Property, the recording of a subdivision plan, partition, or any other division of the Property, is prohibited.

Y. Notices

Any notices required by this Conservation Easement shall be in writing and shall be personally delivered or sent by first-class mail to the Grantor(s) and the Grantee respectively at the following addresses, unless a party has been notified in writing by the other of a change of address:

[Insert Grantor(s) and Grantee addresses]

North Carolina Department of Agriculture and Consumer Services:
NC ADFP Trust Fund
2 West Edenton Street
Raleigh, NC 27601

Attachment F

NC OPENBOOK SUPPLEMENTAL INFORMATION

NC OPENBOOK SUPPLEMENTAL INFORMATION

INSTRUCTIONS: Complete the information below and return it to the Contract Administrator identified in your original contract. This information must be submitted as part of your contract. If you have questions, please contact the Contract Administrator or the Alternate Contact as reflected in your contract.

PURPOSE: In January 2009, Executive Order 4 was signed by the Governor of North Carolina. This Executive Order requires certain information be collected from Grantees to enhance accountability and transparency of State funds. Therefore, the information outlined below shall be submitted prior to the disbursement of any State funds by the North Carolina Department of Agriculture and Consumer Services.

DUNS Number: 131356607
 Contract Number: _____ Amendment Number: _____
 Grantee Name: Chatham Soil & Water Conservation District
 TAX ID Number: 56-6000284
 Fiscal Year Ends: June 30

1. Brief Description and Background/History of your Organization.

Be sure to include the number of years in existence, number of employees, mission and goals of your organization.
 Chatham County became a member of the Haw River Conservation District in 1940. In 1960, they became a stand -alone District. In the 20 yrs and the 52 yrs since, Chatham SWCD has saved millions of tons of soil by promoting BMPs to promote clean water.

2. Current project timeline: Begin July 1, 2013 End June 30, 2014

3. Expected outcomes and specific deliverables.

EXPECTED OUTCOMES AND SPECIFIC DELIVERABLES

(Example: Expected Outcome: Aquaculture operation will remain in business. Deliverable: Healthy food made available for human consumption.)

1. A 220-acre permanent conservation easement on Mike Lindley Farm in Chatham County; Assure continued opportunity for a small family business in a rural area and continued access to locally produced food for consumers in the region.
 2. The easement will protect 175 acres of prime agricultural soils and soils of statewide importance; prime soils available for future generations of farmers
 3. Protection of over 1.5 miles of stream buffer in the Haw River watershed; Protect water quality for plants and animals, drinking water for humans

4. The Grantee's WEB URL: http://www.chathamnc.org/SWCD

5. * Primary County of Performance. County Name: Chatham
(CONGRESSIONAL DISTRICT # MUST BE IDENTIFIED) Congressional District #: 2 & 4

6. **County of Benefit: Single County: Yes No County Name: Chatham
 Statewide: Yes No
 Regional: Yes No

7. If the answer to question number 6 is "Regional", list the counties receiving benefit.

*Primary County of Performance: County in which grantee is located.
Chatham County

**County of Benefit: Identified county or counties in which funding will be spent and/or food commodities will be received.

Chatham County

Attachment G

PERFORMANCE MEASURES

PERFORMANCE MEASURES

Grantee Name:	Chatham Soil and Water Conservation District
Project Title:	Lindley Farm Easement
Grants and Contracts Tracking #:	
Contract #:	
ADFP Tracking #:	ADM-ADFP-13-014

List Output(s):	Quantified activities performed by the Grantee.	
	1.	Development rights and easement value for property determined for Lindley Farm.
	2.	Appraisal of property is completed for Lindley Farm.
	3.	Assessment survey is completed for Lindley Farm.
	4.	Baseline documentation is completed for Lindley Farm.
	5.	Development of ADFP Trust Fund written easement.
	6.	
	7.	
	8.	
	9.	
	10.	

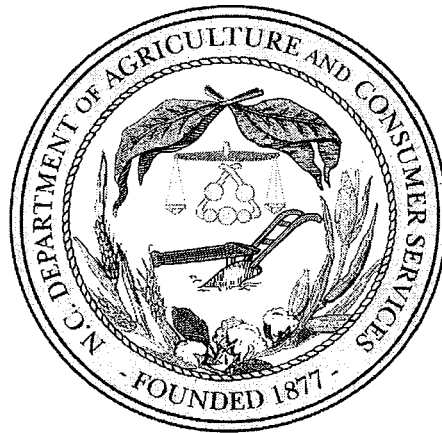
List Outcome(s):	What happens as a result of the Grantee's activities.	
	1.	Environmental status of Lindley Farm property is identified.
	2.	Development rights value for Lindley Farm is identified.
	3.	Protection of agricultural resources.
	4.	
	5.	
	6.	
	7.	
	8.	
	9.	
	10.	

List Deliverable(s):	Specific types of outputs or outcomes - tangible items (i.e. reports and plans) or activities (e.g. workshops and conferences) that are quantifiable and measurable.	
	1.	Recorded easement of 220 acres in perpetuity.
	2.	
	3.	
	4.	
	5.	

Attachment H

CERTIFICATIONS AND ASSURANCES SECTION – STATE

Attachment H



Steve Troxler, Commissioner

Certifications and Assurances Section

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Agriculture determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

The applicant certifies that:

- A. No Federal, State or local government appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, State or local government agency, a Member of Congress, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body or an employee of a Member of Congress, North Carolina's General Assembly or local government body in connection with the making of any Federal, State or local government grant, the making of any Federal, State or local government loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal, State, or local government contract, grant, loan or cooperative agreement;
- B. If any funds other than Federal, State or local government appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body; or an employee of a Member of Congress, North Carolina's General Assembly or local government body in connection with the Federal, State or local government contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

- A. The applicant certifies that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local government agency;
 - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2. (A) (b) of this certification; and.
 - d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this certification.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b) Establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The grantee's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction.
Notice shall include the identification number(s) of each affected grant;
 - f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination, ; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The grantee must provide the location site(s) for the performance of work done in connection with the specific grant.

Place(s) of Performance (Street address, city, county, state, zip code)

65 East Chatham St _____
Pittsboro, NC 27312 _____

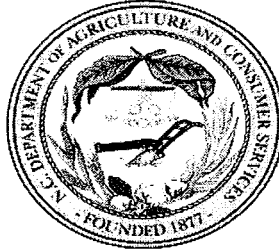
As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

GRANTEE ORGANIZATION NAME: <i>Chatham Soil and Water Conservation District</i>	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE: <i>Brenda Williams, District Administrator</i>	
SIGNATURE: <i>Brenda Williams</i>	DATE: <i>11/1/13</i>
CONTRACT NUMBER:	

Attachment I

SIGNATURE CARD

**Attachment I
Signature Card**



CONTRACT & FINANCIAL DOCUMENTS

INSTRUCTIONS: Please read and fill in the required information to the right of each field where applicable. Provide the requested printed and written signatures (in Blue Ink) of agency representatives in the designated areas. In the event the affixed signature(s) are no longer valid, a revised form must be submitted prior to processing any contractual documents or submitting "Request for Payments" or any other financial documents.

SECTION I.

Date:

Legal Applicant Organization/Agency Name:

Federal Tax Identification Number:

SECTION II.

Certification:

By affixing my signature below, I certify that person(s) identified are designated having legal authorization to sign on behalf of the organization named in Section I., above, for purposes of executing contractual documents and preparing, approving and executing all financial documents; including "Requests for Payments". I understand the legal implications of any and all misrepresentation of a sole purpose of defrauding the State of North Carolina.

NON-GOVERNMENTAL ORGANIZATIONS ONLY

Chairman of the Board of Directors (Contract Documents)

Financial Representative Signature

Print Name:

Print Name & Title:

Signature:

Signature:

GOVERNMENTAL ENTITIES

Appropriate Governmental Official (Secretary, Commissioner, etc.)

Chief Fiscal Officer Signature

Print Name & Title:

Print Name & Title:

J. Lynn Mann *Chair*

Brenda Williams, District Administrator

Signature:

Signature:

J. Lynn Mann

Brenda Williams

Attachment J

W-9 TAX INFORMATION

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
County of Chatham

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶

Other (see instructions) ▶ **Local Government** Exempt payee

Address (number, street, and apt. or suite no.)
PO Box 608

City, state, and ZIP code
Pittsboro, NC 27312

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	
56	6000284

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *Kathy Scott* Date ▶ *9/19/13*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Attachment K

ELECTRONIC PAYMENT REQUEST



FOR NCDA&CS ONLY:
 Return Request to:
 Accounts Payable, NCDA&CS
 1001 Mail Service Center
 Raleigh, N.C. 27699-1001

North Carolina Department of Agriculture
 and Consumer Services
Steve Troxler, Commissioner

Terri S. Overton,
 Director
 Budget & Finance

ELECTRONIC PAYMENT REQUEST FORM

For your convenience and benefit, the State of North Carolina offers payees the opportunity to receive future payments electronically, rather than by check. Your payments will be deposited into the checking or savings account of your choice. In addition to having the money deposited electronically, you also will be notified of the deposit electronically, either by fax or by e-mail. The fax or e-mail will provide you with all the information that would normally be on your check stub.

- **ATTACH A VOID CHECK, PRINT THE INFORMATION BELOW and MAIL to your Contract Administrator as identified in your cover contract document.**

Payee Name _____

Federal ID # / Social Security # _____

Bank Name _____

Bank routing number See Attached _____

() Checking account # _____

() Savings account # _____

- FAX number or e-mail address for payment notification. Place a check mark in front of the method of notification you prefer. Identify the Grant Program you are participating in as requested below.

() FAX # (_ _ _) _ _ _ - _ _ _ _ OR

() E-mail address Kathy.Scott@chathamnc.org _____

Authorized Signature: _____ Date: _____

Title: Assistant Finance Officer _____

() Phone # (919) 545 - 8312

(ATTACH A VOID CHECK)
PLEASE IDENTIFY THE GRANT PROGRAM YOU ARE
PARTICIPATING IN: ADFP



Roderick W. Parker
Assistant Branch Manager/Officer

SunTrust Bank
PO Box 399
88 Hillsboro Street
Pittsboro, NC 27312
Tel 919.542.2222
Fax 919.542.0703
roderick.parker@suntrust.com

November 18, 2011

To Whom It May Concern:

Please be advised that Chatham County maintains checking account #0000481001756 with SunTrust Bank and does not use traditional checks. Due to the sheer volume they use computer checks therefore they are unable to provide you with a voided preprinted check. SunTrust uses Routing/Transit number 061000104 for all ACH activity. Please feel free to contact me with any questions or problems at the phone number listed above.

Thank you.

A handwritten signature in cursive script, appearing to read "Roderick W. Parker", is written over a horizontal line.

Roderick W. Parker

Assistant Branch Manager/Officer