**Note: The Landowner Engagement Letter must each be signed by each individual with an ownership interest in the property, which would include spousal interests.**

**EXAMPLE LANDOWNER ENGAGEMENT LETTER**

[Entity Name]

[Address]

[City, State, ZIP Code]

[Phone Number]

[Email Address]

[Date]

[Landowner Name(s)]

[Landowner Address]

[City, State, ZIP Code]

Re: Landowner Engagement Letter for Agricultural Conservation Easement

Dear [Landowner Name(s)]:

This Landowner Engagement Letter (the "Agreement") is entered into as of [Effective Date], by and between [Entity Name], with its principal office located at [Address, City, State, ZIP Code], and [Landowner Name(s)], the owner(s) of the Property described below (the "Landowner(s)").

**1. Property Identification**

The Property to be protected under this Agreement (the "Property") is identified as follows:

Physical Address: [Physical Address of the Property]

County: [County in which Property is Located]

Parcel Identification Number(s): [Parcel Identification Number(s)]

Book and Page Number(s): [Book and Page Number(s) from the County Recorder's Office]

**2. Ownership Structure**

The ownership structure of the Property is as follows:

Ownership Structure: [one individual owner, two or more individuals, C Corp, S Corp, Partnership, Trust, Estate, LLC, Life Estate]

Name(s) of All Landowner(s): [Full Name(s) of All Landowner(s)]

Names of All Parties with a Property Interest (e.g., co-owners, marital interest, lienholders, or other interested parties): [Full Name(s) of All Parties with a Property Interest]

**3. Contact Information**

Entity Staff Contact:

Name: [Staff Name]

Title: [Staff Title]

Phone: [Staff Phone Number]

Email: [Staff Email Address]

Landowner(s) Contact:

Name: [Landowner Contact Name]

Phone: [Landowner Phone Number]

Email: [Landowner Email Address]

**4. Advisory Statement**

The Landowner(s) are strongly encouraged to consult with their own legal counsel, tax advisors, and any other professional advisors regarding the implications of entering into this Agreement and any subsequent agricultural conservation easement and compensation earned from the purchase of development rights. The [Entity Name] does not provide legal, tax, or financial advice.

**5. Grant Application Submission**

The [Entity Name] and the Landowner(s) hereby agree to collaborate on the submission of a grant application to the North Carolina Agricultural Development and Farmland Preservation Trust Fund for funding to support the placement of an agricultural conservation easement on the Property.

The Landowner(s) are required to complete the required Title and Environmental Prescreens in the grant application. The Landowner(s) agree to complete the prescreens to the best of their ability and knowledge, and knowingly providing false information will result in termination of this Agreement, and if a grant is awarded, the Landowner(s) shall be responsible for reimbursing all grant funds expended up to the Date of termination, including any associated costs or penalties incurred by the non-terminating party.

**6. Obligations Upon Grant Award**

If a grant is awarded for the agricultural conservation easement:

1. The parties agree to work together in good faith to complete all necessary steps to establish and record the agricultural conservation easement.
2. The [Entity Name] will be the awardee of the grant contract and responsible for all required outputs and deliverables in the grant contract.
3. The Landowner(s) are responsible for payment to a qualified appraiser who will complete a qualified appraisal in accordance with the terms and conditions of the grant contract.
4. The [Entity Name] will serve as the easement-holding entity responsible for monitoring and enforcing the terms of the easement.

**7. Commitment to Proceed and Termination Consequences**

If a grant is awarded, the parties must proceed with establishing and recording the agricultural conservation easement on the Property. If either party decides to terminate this Agreement after the grant award but prior to recording the easement, the terminating party shall be responsible for reimbursing all grant funds expended up to the Date of termination, including any associated costs or penalties incurred by the non-terminating party.

**8. Termination Without Consequences**

If no grant funds are expended or if the grant application is not awarded, the parties may mutually agree to terminate this Agreement without any financial or legal consequences to either party.

**9. Term of Agreement**

This Agreement shall remain in effect for a period of two (2) years from the Effective Date, unless earlier terminated as provided herein or extended by mutual written Agreement of the parties.

This Agreement represents the entire understanding between the parties and may only be amended in writing signed by both parties. This Agreement shall be governed by the laws of the State of North Carolina.

Please sign below to indicate your acceptance of the terms of this Agreement.

Sincerely,

[Entity Authorized Representative Name]

[Title]

[Entity Name]

**Accepted and Agreed**:

[Landowner Name]

Date: [Date]

[Additional Landowner Name, if applicable]

Date: [Date]