

AGENDA

North Carolina Land and Water Fund

Acquisition Committee Meeting

May 5, 1:00 p.m. – 5:00 p.m.

This meeting will be held via teleconference and will have a physical location on the 4th floor of the Nature Research Center located at 121 West Jones Street, Raleigh, NC in room 4508. If any member of the public would like to join the meeting via MS Teams or in person, please contact Terri Murray at teresa.murray@dncr.nc.gov or 919-707-9445 in advance to request a meeting invitation/call-in number or directions.

Committee Members:

Ann Browning (Chair), Jimmy Broughton, Mike Rusher, John Watson, Darrel Williams, John Wilson

I) COMMENCEMENT

A) Call to Order (Committee Chair)

1) Welcome

2) Roll call

3) Compliance with General Statute § 138A-15

General Statute § 138A-15 mandates that the Chair inquire as to whether any Trustee knows of any conflict of interest or the appearance of a conflict of interest with respect to matters on the agenda. If any Trustee knows of a conflict of interest or the appearance of a conflict of interest, please state so at this time.

4) Please put cell phones on vibrate or turn off, and if you are a guest joining remotely, please mute your audio and turn off your video unless you are called upon to speak

5) Revisions, additions, and adoption of the agenda

6) Approval of minutes from the November 18, 2025, committee meeting

B) Executive Director's update (Will Summer)

II) PUBLIC COMMENTS

A) The public is invited to make comments to the Board (Committee Chair)

The NCLWF Guidelines and Practices Manual states that comments shall be limited to subjects of business falling within the jurisdiction of the NCLWF. The NCLWF welcomes

public comments on general issues. Comments will be limited to three minutes per person.

III) BUSINESS

A) Program Manager's update (Marissa Hartzler)

Staff will provide an update on closings and funding.

B) 2021-067 Three Rivers Land Trust Deans South – Drowning Creek scope change request (Marie Meckman)

Staff will present a proposed amendment to reduce the scope of an active grant contract.

C) 2024-016 Corolla Wild Horse Fund Middle Tracts scope change request (Marie Meckman)

Staff will present a proposed amendment to reduce the scope of an active grant contract.

D) 2006A-533 Town of Troy – Reclaimed Wastewater Reuse Site amendment request (Nicolle Montero)

Staff will present a request to amend a recorded declaration of covenants and restrictions.

IV) ADJOURNMENT

**North Carolina Land and Water Fund
Acquisition Committee Meeting Minutes
November 18, 2025**

The meeting was held via Teams with a physical location on the 4th floor of the Nature Research Center located at 121 West Jones Street, Raleigh, NC in room 4508. All Committee Members in attendance were on Teams, and the Teams link was provided to guest attendees.

Committee Members present: Ann Browning (Chair), Jimmy Broughton (until 3:14 p.m.), Mike Rusher, Darrel Williams, John Wilson, David Womack

Committee Members not present: none

Additional Board Members present: Terry Shelton

Staff present: Will Summer, Marissa Hartzler, Steve Bevington, Marie Meckman, Christina Benton, Donna Morris, Damon Hearne, Justin Mercer, Teresa Murray, Will Price, Ginny King, Nicolle Montero, Hannah Bowen, Zoe Hansen Burnet, Isaac Merson, Jessica Winebrenner, Chad Guthrie

Visitors present: Katherine Skinner, Justin Boner, Will Robinson, Chuck Peoples, and Kim Livingston, The Nature Conservancy

Call to Order (Ann Browning, Chair)

Meeting was called to order by Ann Browning, Chair, at 2:02 pm

1. Welcome
2. Compliance with General Statute § 138A-15
 - a. Jimmy Broughton will recuse himself from discussion and voting on Agenda Item 3.
3. Revisions, Additions and Adoption of the Agenda
 - a. **Motion** to approve the agenda was made by Darrel Williams, seconded by Mike Rusher, and unanimously approved.
 - b. **Motion** to approve the committee meeting minutes from September 30, 2025, was made by Mike Rusher, seconded by David Womack, and unanimously approved.

Executive Director's Update (Will Summer)

Will Summer provided a brief overview of today's agenda. He will provide input on the Guidelines and Practices during the Agenda Item discussion.

Public Comments

No public requests for comment.

Business

- 1) **Program Manager's update** (Marissa Hartzler)
Staff presented a summary of active projects and recent closings. Since August, we have issued 13 more Approvals to Close, making the total for the calendar year 41. We are poised to break our prior record of 44 in one year.
- 2) **Review of Guidelines and Practices**
Will Summer described the history of the NCLWF Guidelines and Practices. The first iteration of the manual was completed in 2015 and has been updated and revised as needed.

- a) **Review of ACQ-004 Income Generation and Mitigation Activities within the NCLWF Conservation Agreement Areas** (Will Summer)

Staff presented updated text to clarify this practice and to include open space development credits.

Motion to recommend to the board to update ACQ-004 to explicitly prohibit open space and further clarify other expectations around mitigation as shown in the provided draft text was made by Darrel Williams, seconded by David Womack, and unanimously approved.

- b) **Review of ACQ-005 State Property Office Delegation** (Will Summer)

Staff recommended removing this Guideline as it is not a guideline or practice, rather documentation of the 2003 Council of State Resolution to Delegate Authority to acquire land and interests in land to NCLWF.

Motion to recommend to the board to remove ACQ-005 from the draft manual for 2026 was made by Jimmy Broughton, seconded by Mike Rusher, and unanimously approved.

- c) **Review of ACQ-006 Natural Surface Trails update** (Justin Mercer)

Staff presented updated text to move this practice to the Stewardship section and to make minor edits for clarity.

Motion to recommend to the board to rename ACQ-006 as STW-009 Construction of Trails and update guidelines for further clarity as shown on the attached was made by David Womack, seconded by Darrel Williams, and unanimously approved.

- d) **Review of ACQ-008 Reimbursement of Transaction Costs when a Project Fails to Close** (Marissa Hartzler)

Staff reviewed practice history, intent, and statistics on the use of the practice, and presented proposed updates to the practice.

Motion to recommend to the board to update ACQ-008 to allow for the partial reimbursement of additional transaction and administration expenses as shown in the provided draft text was made by Darrel Williams, seconded by David Womack, and unanimously approved.

- e) **Review of MPP-001 Acquisition Project Administration** (Marissa Hartzler)

Staff presented a proposal to decouple project administration from transaction costs for claim reimbursement in lieu of overall caps for both Acquisition and Donation Mini-Grant Programs.

Motion to recommend to the board to remove the tie to transaction costs and set maximum caps for both Acquisition and Donation Mini-Grant projects as shown in the provided draft text was made by David Womack, seconded by Jimmy Broughton, and unanimously approved.

Jimmy Broughton left the meeting at 3:14 p.m. prior to the discussion of 421 Sand Ridge.

- 3) **2020-072 and 2021-051 TNC 421 Sand Ridge updates** (Marissa Hartzler)

Staff presented a progress update on both 421 Sand Ridge grants, request for extension, and request for approval of the phased approach to acquire the Seamist property.

Motion to recommend to board to extend 2021-051 The Nature Conservancy – 421 Sand Ridge Phase 2 through January 31, 2027, and approve the phased purchase strategy was made by Darrel Williams and seconded by David Womack. No vote was called.

Motion to recommend board require 2020-072 for annual updates and extension approval to sync with 2021-051 was made by John Wilson.

Motion to amend the original motion to include 2020-072 for annual updates and extension approval to sync with 2021-051 was made by Darrel Williams, seconded by David Womack, and unanimously approved with Jimmy Broughton recusing.

David Womack left the meeting at 4:01 p.m., recusing himself from discussion and vote.

- 4) **1998A-014 Conserving Carolina Broad River Watershed amendment** (Justin Mercer)
Staff reviewed amendment requested by NCDOT involving the release of approximately one acre to facilitate repair and rebuilding of US Highway 176 caused by Hurricane Helene in 2024.

Staff recommended authorizing NCDOT and the State Property Office to release approximately one acre of the 44.68-acre conservation easement to facilitate the rebuilding of US Highway 176. Approval is recommended to be subject to the following conditions:

1. NCLWF will be reimbursed at current fair market value, or original contribution, whichever is greater. All funds will be retained by the Stewardship Program and used for management expenses associated with 1998A-014.
2. NCDOT must facilitate the survey and marking of NCLWF's new conservation easement boundary. All boundary marking must be done to current Stewardship Program standards.

Motion to recommend to board approval of the staff recommendation as shown on the screen was made by Mike Rusher, seconded by John Wilson, and unanimously approved with David Womack recusing.

David Womack rejoined the meeting at 4:22 p.m.

- 5) **Riparian Greenways in Application Rating System** (Marissa Hartzler)
Staff presented suggested updates to the Riparian Greenway section of the Acquisition Application Rating System.

Motion to recommend to the board to amend the Riparian Greenways section of the Application Rating System as shown in the provided draft made by David Womack, seconded by Mike Rusher, and unanimously approved.

Adjournment

Motion to adjourn at 4:39 p.m. by Darrel Williams, seconded by Mike Rusher, and unanimously approved.

Action Item**Staff member: Marie Meckman**

Agenda Item III. B.) 2021-067 Three Rivers Land Trust Deans South - Drowning Creek scope change request

Three Rivers Land Trust (TRLT) was awarded \$591,220 to protect approximately 340 acres along Drowning Creek in Moore County across three separate parcels all owned by the same landowner. They have been working to acquire legal access to the middle of the three disjunct parcels included in this project but were not successful. As legal access is required, TRLT requests to drop the middle parcel from the project, reducing the protected land area to 148 acres (an approximately 60% scope reduction and increase in NCLWF unit cost of approximately 38%). Of these 148 acres, approximately 75.8 acres will be protected through a State-held conservation easement, and the remaining 72.35 acres will be protected through a TRLT-held conservation easement.

Appraisal review has been completed on all the properties and the remaining parcels appraised higher than was anticipated. Despite proposing to remove half the acres of the project, the landowner is contributing approximately 23% higher match than originally budgeted.

The loss of the middle parcel will not impact resource values, although the increase in matching funds would raise the overall project score by 4 points.

Staff recommendation

Approve amending the grant contract to reduce the scope to approximately 148 acres protected and reduce the award as shown in the attached budget.

Committee action needed

Approve, amend, or deny the staff recommendation and make a recommendation to the Board as appropriate.

Attachment: property map; original and proposed budget comparison

EXHIBIT A
PROPERTY MAP
NCLWF 2021-067 TRLT Deans South

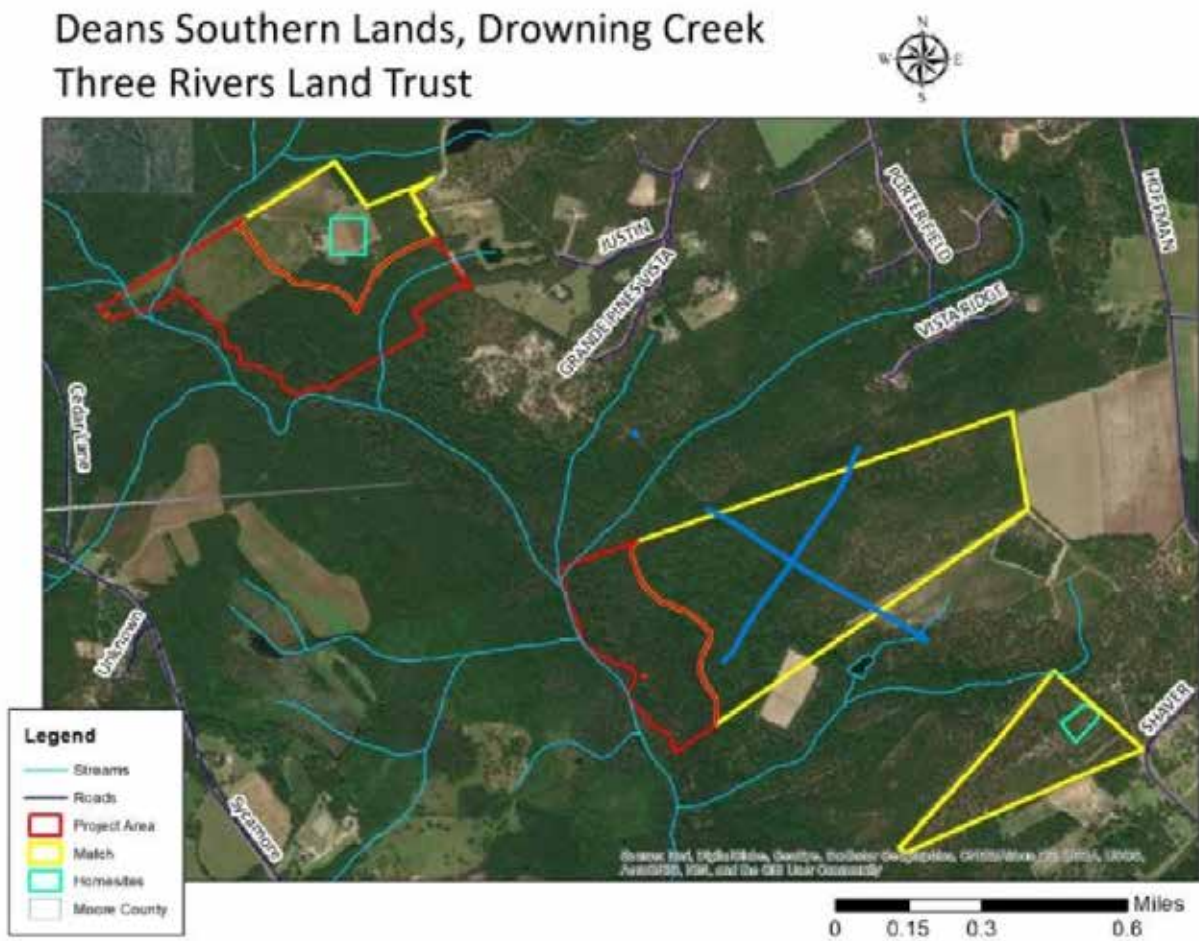


EXHIBIT B
PROJECT BUDGET COMPARISON
NCLWF 2021-067 TRLT Deans South

Original Budget				Proposed Budget			
Item	NCLWF Grant Amount	Matching Funds	Total Project Cost	Item	NCLWF Grant Amount	Matching Funds	Total Project Cost
Acquisition	\$ 522,000	\$ 1,008,000	\$ 1,530,000	Acquisition	\$ 275,000	\$ 1,113,300	\$ 1,388,300
Transaction Costs	\$ 51,100	\$ -	\$ 51,100	Transaction Costs	\$ 30,000	\$ -	\$ 30,000
Contract Administration	\$ 1,000	\$ 1,000	\$ 2,000	Contract Administration	\$ 1,000	\$ 1,000	\$ 2,000
Property Management	\$ -	\$ -	\$ -	Property Management	\$ -	\$ -	\$ -
Stewardship	\$ 17,120	\$ -	\$ 17,120	Stewardship	\$ 17,120	\$ -	\$ 17,120
Total	\$ 591,220	\$ 1,009,000	\$ 1,600,220	Total	\$ 323,120	\$ 1,114,300	\$ 1,437,420
Funding Percentages	37%	63%	100%	Funding Percentages	22%	78%	100%

Action Item**Staff member: Marie Meckman**

**Agenda Item III. C.) 2024-016 Corolla Wild Horse Fund – Middle Tracts, Currituck Banks
Wildlife Corridor scope change request**

This grant contract was awarded to assist the Grant Recipient in establishing a wildlife preservation corridor in Currituck County to protect the habitat for the historically and culturally significant Banker Horses. The project included two parcels: a ten-acre parcel to be purchased in fee simple and a conservation easement donation on a six-acre parcel to be counted as match. The owner of the six-acre parcel has withdrawn from the project.

The Grant Recipient would like to proceed with protecting the ten-acre parcel in fee simple, thereby dropping the acres to be protected, a scope reduction of 37.5%. While the attached budget shows a proportional reduction in award, this change, if approved, still represents a 21.8% increase in unit costs for NCLWF.

Staff recommendation

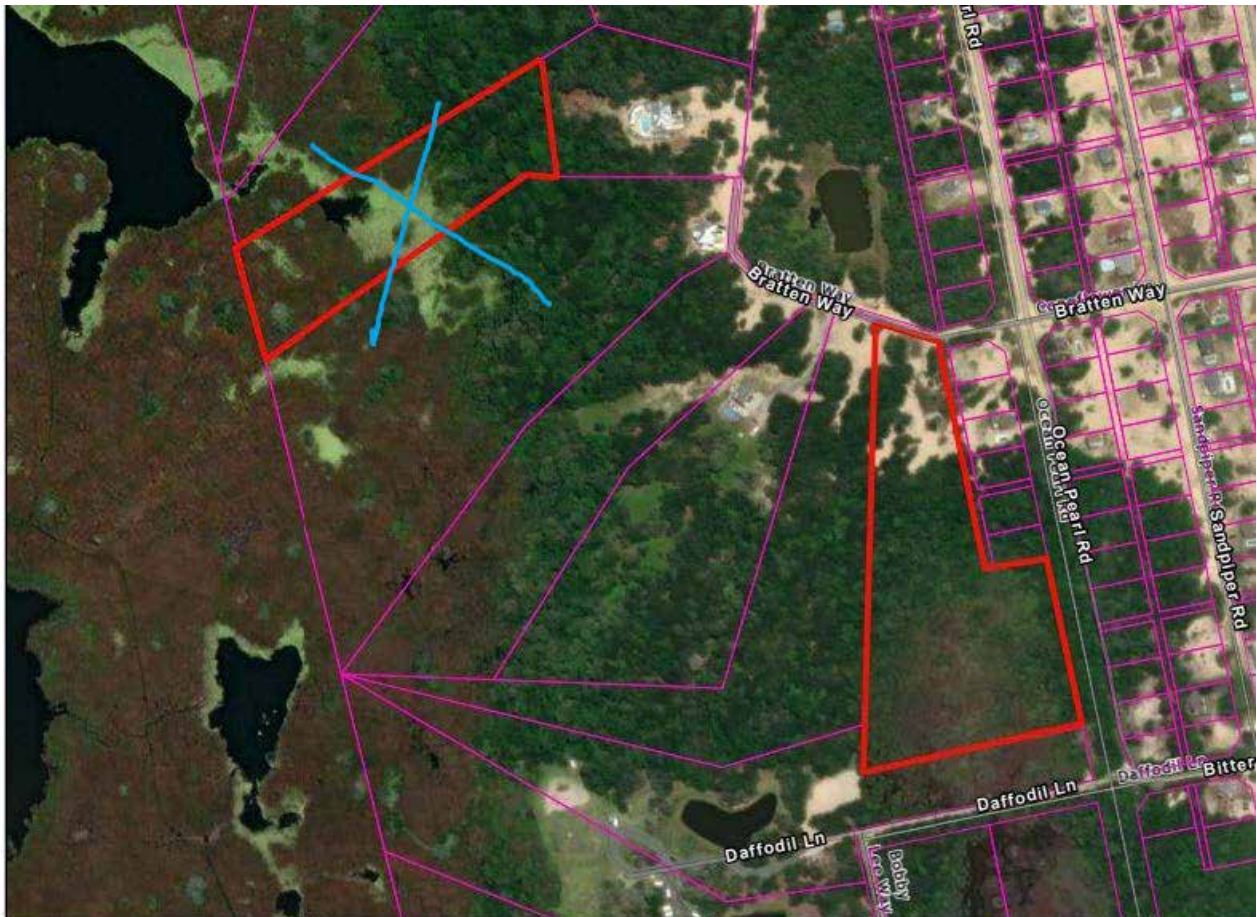
Approve amending the grant contract to reduce the scope to approximately ten (10) acres protected and reduce the award as shown in the attached budget.

Committee action needed

Approve, amend, or deny the staff recommendation and make a recommendation to the Board as appropriate.

Attachment: property map; original and proposed budget comparison

EXHIBIT A 2024-016 Project Parcels



7/5/2024, 9:46:48 AM

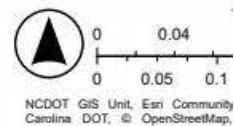


EXHIBIT B
PROJECT BUDGET COMPARISON

Original Budget				Proposed Budget			
Item	NCLWF Grant Amount	Matching Funds	Total Project Cost	Item	NCLWF Grant Amount	Matching Funds	Total Project Cost
Acquisition	\$ 230,000	\$ 80,000	\$ 310,000	Acquisition	\$ 170,000	\$ 54,000	\$ 224,000
Transaction Costs	\$ 14,500	\$ 2,420	\$ 16,920	Transaction Costs	\$ 7,000	\$ 10,000	\$ 17,000
Contract Administration	\$ -	\$ 1,692	\$ 1,692	Contract Administration	\$ -	\$ 1,600	\$ 1,600
Property Management	\$ -	\$ -	\$ -	Property Management	\$ -	\$ -	\$ -
Stewardship	\$ 38,555	\$ -	\$ 38,555	Stewardship	\$ 38,555	\$ -	\$ 38,555
Total	\$ 283,055	\$ 84,112	\$ 367,167	Total	\$ 215,555	\$ 65,600	\$ 281,155
Funding Percentages	77%	23%	100%	Funding Percentages	77%	23%	100%

Action Item**Staff member: Nicolle Montero**

Agenda Item III.D.) 2006A-533 Town of Troy - Reclaimed Wastewater Reuse Site Amendment Request

The Town of Troy is requesting an amendment of a conservation agreement in Montgomery County to facilitate the sale of the conservation area and implement management practices that will better support conservation values.

In 2006, NCLWF awarded \$1,455,000 to Town of Troy for the acquisition 160.57 acres along Denson's Creek for use as a reclaimed water spray irrigation site. In 2009, a Declaration of Covenants and Restrictions was recorded on the property which allowed for the use of the area as a golf course.

The Town of Troy currently has plans to transfer the property to private ownership. The conservation agreement language allows for the property to be operated as a "municipal" golf course. The Town is requesting amending the language to read that the property may be operated as a "golf course accessible to the general public". This would allow for the conservation property to be owned by a non-municipal entity and still be operated as a publicly accessible golf course.

In exchange for amending the existing language, NCLWF staff have identified the opportunity to add new language that would better support the protection of water quality in Denson's Creek and other tributaries and provide conservation benefit.

Staff recommendation

Approve the request in exchange for the implementation of management practices to establish and protect riparian buffers as presented.

Committee action needed

Approve, amend, or deny the staff recommendation and make a recommendation to the Board as appropriate.

Attachment: Original recorded DCR and Plat, Amendment Request Letter from Town of Troy, Map of conservation property, & Conservation Benefit Analysis Worksheet

174A

This document presented and filed:
02/27/2009 12:25:29 PM

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BOOK 632 PAGE 368(10) 315952



Kaye G. Norris, Montgomery County, NC

Kay

41.00 pl.

Prepared by: Hollers & Atkinson and NC Clean Water Management Trust Fund
After Recording Return To:
NC Clean Water Management Trust Fund (RMH)
1651 Mail Service Center
Raleigh, NC 27699-1651

Tax Parcel #753900775975

STATE OF NORTH CAROLINA

COUNTY OF MONTGOMERY

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

**Reclaimed Wastewater Reuse Site
CWMTF Project No. 2006A-533**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (“Declaration”) is made and effective as of the 17th day of February, 2009, by **TOWN OF TROY** (“Declarant”), a North Carolina municipal corporation organized and existing pursuant to Chapter 160A of the North Carolina General Statutes (“NCGS”) with an address of 444 North Main Street, Troy, North Carolina and **STATE OF NORTH CAROLINA** (“State” and “Holder”) by and through **NORTH CAROLINA CLEAN WATER MANAGEMENT TRUST FUND** (“Fund”), an independent agency of the State with an address of 1651 Mail Service Center, Raleigh, NC 27699-1651 (collectively, the “Parties”).

RECITALS & CONSERVATION PURPOSES

WHEREAS, Declarant is the sole owner in fee simple of the property being approximately 143.457 acres, more or less, lying and being in Troy Township, Montgomery County, North Carolina, and being all of that certain tract as more particularly described in Exhibit “A” attached hereto and by this reference incorporated herein (“Property”).

WHEREAS, the North Carolina General Assembly has enacted the Historic Preservation and Conservation Agreements Act, NCGS Chapter 121, Article 4 (the “Act”) validating rights,

whether or not stated in the form of restrictions, reservations, easements, covenants or conditions, in any deed, will or other instrument executed by or on behalf of the owner of land or improvements thereon or in any order of taking, appropriate to retaining land or water areas predominantly in their natural, scenic or open condition or in agricultural, horticultural, farming or forest use, to forbid or limit any or all (i) construction or placing of buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground, (ii) dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste or unsightly or offensive materials, (iii) removal or destruction of trees, shrubs or other vegetation, (iv) excavation, dredging or removal of loam, peat, gravel, soil, rock or other mineral substance in such manner as to affect the surface, (v) surface use except for agricultural, farming, forest or outdoor recreational purposes or purposes permitting the land or water area to remain predominantly in its natural condition, (vi) activities detrimental to drainage, flood control, water conservation, erosion control or soil conservation, or (vii) other acts or uses detrimental to such retention of land or water areas; and

WHEREAS, the Fund is authorized by NCGS Chapter 113A, Article 18 to finance projects and to acquire land and interests in land for riparian buffers for the purposes of providing environmental protection for surface waters and urban drinking water supplies and establishing a network of riparian greenways for environmental, educational, and recreational uses; and

WHEREAS, the State is a qualified Holder of conservation interests as those terms are defined or described in the Act; and

WHEREAS, Declarant has received a grant from the Fund identified as Grant Agreement No. 2006A-533 ("Grant"), for acquisition of real property to be used as a reclaimed wastewater spray irrigation site, which acquisition will ultimately protect the quality of the waters of Dumas and Densons Creeks, address the cleanup and prevention of pollution of the State's surface waters, establish a network of riparian buffers and greenways, and otherwise promote the public purposes authorized by NCGS Chapter 113A, Article 18. Further, the Declarant intends to operate portions of the Property as a municipal golf course and greenway.

WHEREAS, the Parties intend this Declaration to be a perpetual Declaration of Covenants, Conditions and Restrictions affecting the Property and a perpetual conservation agreement as that term is defined in the Act; and

WHEREAS, Declarant has agreed that the Property will be used as a reclaimed wastewater spray irrigation site on those portions of the Property determined to be suitable for such use, and has further agreed that existing structures may remain on the Property, that suitable portions of the Property may be operated as a municipal golf course and greenway, and that passive recreational use not inconsistent with the use of the Property for spray irrigation may be engaged in; and

WHEREAS, Declarant desires to make this Declaration in order to comply with the terms of the Grant and to establish these covenants in perpetuity;

NOW THEREFORE, on behalf of itself, its successors and assigns, and in consideration of the Grant Agreement, the premises, the mutual benefits recited herein, the public interests promoted hereby, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant hereby adopts this Declaration and declares it to be a restriction of record attaching to the Property and affecting the Property described in Exhibit A in perpetuity.

ARTICLE I. RESTRICTION AND COVENANT

Declarant hereby covenants and agrees that (1) the Property described in Exhibit A will be used as a reclaimed wastewater spray irrigation site on those portions of the Property determined to be suitable for such use subject to all applicable local, federal, and state laws, rules, regulations and permits, (2) the Property may be operated as a municipal golf course, (3) existing structures may remain on the Property, and (4) it will establish greenways and other passive recreational uses on those areas of the Property not suitable for reclaimed wastewater spray irrigation.

ARTICLE II. DURATION OF DECLARATION

This Declaration shall be construed to be a covenant running with the land, binding on the Declarant and its successors and assigns in perpetuity from the effective date hereof. All future Property owners shall be bound by the covenants and restrictions specified herein.

ARTICLE III. RIGHTS RESERVED TO DECLARANT

Declarant reserves all rights accruing from ownership of the Property, except as may be otherwise set forth herein, including the right to engage in or permit others to engage in uses of the Property that are not inconsistent with the purpose(s) of this Declaration. However, except as may be set forth herein, Declarant shall retain no right to engage in any activity that would result in the violation or termination of this Declaration.

ARTICLE IV. PROHIBITED AND RESTRICTED ACTIVITIES

Any activity on, or use of, the Property described in Exhibit A inconsistent with the purposes of this Declaration is prohibited.

ARTICLE V. ENFORCEMENT AND REMEDIES

A. Enforcement. To accomplish the purposes of this Declaration, Holder, acting by and through the Fund or any other state agency, is allowed to prevent any activity on or use of the Property that is inconsistent with the purposes of this Declaration, and to require the restoration of such areas or features of the Property that may have been damaged by such activity or use, using any lawful means available. Upon any breach of the terms of this Declaration by Declarant that comes to the attention of the Holder, the Holder shall notify the Declarant in writing of such breach. The Declarant shall have ninety (90) days after receipt of such notice to begin undertaking actions that are reasonably calculated to correct promptly the conditions constituting such breach. If the breach remains uncured after ninety

(90) days, the Holder is entitled to avail itself of all lawful remedies available to it in the North Carolina courts or otherwise.

B. Right of Entry and Inspection. Both Holder and Fund, their employees, agents, successors and assigns, have the right, with reasonable notice, to enter the Property at reasonable times for the purpose of inspecting the Property to determine whether the Declarant, its representatives, or assigns are complying with the terms, conditions and restrictions of this Declaration.

C. Acts Beyond Declarant's Control. Nothing contained in this Declaration shall be construed to entitle Holder to bring any action against Declarant for any injury or change in the Property caused by third parties, resulting from causes beyond the Declarant's control, including, without limitation, fire, flood, storm and earth movement, or from any prudent action taken in good faith by the Declarant under emergency conditions to prevent, abate, or mitigate significant injury to life, damage to the Property or harm to the Property resulting from such causes.

D. Cost of Enforcement. Any cost incurred by Holder in enforcing the terms of this Declaration against Declarant, including, without limitation, any cost of restoration necessitated by Declarant's acts or omissions in violation of the terms of this Declaration, shall be borne by Declarant.

E. No Waiver. Enforcement of the Declaration shall be at the discretion of the Holder and any forbearance by Holder to exercise its rights hereunder in the event of any breach of any term set forth herein shall not be deemed or construed to be a waiver by Holder of such term or of any subsequent breach of the same or of any other term of this Declaration or of Holder's rights. No delay or omission by Holder in exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

ARTICLE VI. MISCELLANEOUS

A. Title. The Declarant covenants and represents that it is the sole owner and is seized of the Property in fee simple and has good right to establish the aforesaid; that there is legal access to the Property, that the Property is free and clear of any and all encumbrances, except easements of record, none of which would nullify, impair or limit in any way Declarant's intended use of the Property ; Declarant shall defend its title against the claims of all persons whomsoever, and Declarant covenants that the Holder shall have the right to enforce this Declaration, and all other benefits derived from and arising out of the Declaration.

B. Subsequent Transfers of the Property. In the event that the Property or any part thereof is sold, transferred or otherwise conveyed, Declarant shall make reference, in the instrument of transfer, to this Declaration, shall provide to the transferee a copy of this Declaration, and shall notify the Fund in writing within 30 days of said transfer, of the name and mailing address of the new Property owner. Declarant specifically acknowledges that any transfer of the Property or any part thereof shall be subject to this Declaration.

C. Mortgages and Deeds of Trust. All mortgages, deeds of trust and rights of all mortgagees, trustees and beneficiaries in said instruments are subject and subordinate at all times to

the rights of the Holder to enforce this Declaration. All future owners and their successors in interest will provide a copy of this Declaration to all mortgagees, trustees and beneficiaries under any mortgages and deeds of trust.

D. Subsequent Transfer of Holder's Rights Hereunder. Holder's right to enforce this Declaration and all such other rights as it may have as Holder hereunder, shall not be transferred or assigned without the prior written consent of Declarant, and shall only be assigned to an entity that is a qualified holder as that term is defined in the Act.

E. Additional Conditions.

- (1) Declarant, upon request by Holder, shall post visible signs along boundaries of the Property, satisfactory to the Fund, that indicate the participation of the Fund in the acquisition and use of the Property as a reclaimed wastewater spray irrigation site.
- (2) Declarant shall not use the Property or any portion thereof to satisfy compensatory mitigation requirements under 33 USC § 1344 or NCGS § 143-214.11.
- (3) Representatives of the Fund may visit the Property acquired with the Grant funds to review the activities of the Grant Recipient pursuant to the Grant, including records in any way related to the Grant or the Property.
- (4) The Grant Recipient shall not cease to use the Property for purposes consistent with the Grant Agreement without the prior written consent of the Fund.
- (5) The Grant Recipient shall not convey the Property or any interest therein, and shall not incur, assume, or suffer to exist any lien upon or with respect to the Property without disclosing the Declaration, the obligations of the Grant Recipient, and limitations on use of the Property to the prospective party of such transaction.

F. Recording. Declarant shall record this instrument and any amendment hereto in timely fashion in the official land records of Montgomery County, North Carolina, and may re-record it at any time as may be required to preserve its rights or the rights and interests of the Holder.

G. Notices. All notices, requests or other communications permitted or required by this Declaration shall be sent by registered or certified mail, return receipt requested, addressed to the Parties as set forth above, or to such other addresses such party may establish in writing to the other. All such items shall be deemed given or made three (3) days after being placed in the United States mail as herein provided. In any case, where terms of this Declaration require the consent of any party, such consent shall be requested by written notice. Such consent shall be deemed denied unless, within ninety (90) days after receipt of notice, a written approval and the reason therefore has been mailed to the party requesting consent.

H. Amendments. Declarant shall not amend this Declaration except with the consent of the Fund on behalf of the Holder. Any amendment(s) shall be made by a writing signed by the Parties and shall be effective upon recording in the Office of the Register of Deeds of Montgomery County, North Carolina.

I. Environmental Condition of Property. The Declarant warrants, represents and covenants to the Fund and to the Holder that to the best of its knowledge after appropriate inquiry and investigation: (1) the Property described herein is and at all times hereafter will continue to be in full compliance with all federal, state and local environmental laws and regulations; (2) as of the date hereof, there are no hazardous materials (including without limitation any materials containing asbestos) located on, in or under the Property or used in connection therewith; and (3) that there is no environmental condition existing on the Property that may prohibit or impede use of the Property for the purposes set forth herein and that Declarant will not allow any such uses or conditions.

J. Termination and/or Extinguishment. Declarant recognizes that an unexpected change in the conditions surrounding the Property may make impossible or impractical the use of the Property for the purposes for which it was acquired, and may necessitate the extinguishment of this Declaration. Such extinguishment must comply with the following requirements:

- (a) The extinguishment must be the result of a judicial proceeding or with the written consent of the Parties.
- (b) The Fund shall be entitled to share in the net proceeds resulting from the extinguishment in an amount in accordance with the then applicable regulations of the Internal Revenue Service of the U.S. Department of the Treasury;
- (c) The Fund agrees, in accordance with NCGS § 146-30 (a), to apply all of its proceeds to conservation purposes consistent with this Declaration.
- (d) Net proceeds shall include, without limitation, insurance proceeds, condemnation proceeds or awards, proceeds from a sale in lieu of condemnation, and proceeds from the sale or exchange by the Holder of any portion of the Property after the extinguishment.

K. Entire Agreement. This instrument sets forth the entire agreement of the Parties with respect to the Declaration, and supersedes all prior discussions, negotiations, understandings or agreements relating to the Declaration. If any provision, or portion thereof, is found to be invalid, the remainder of the provisions of this Declaration and portions thereof, and the application of such provision and portion thereof to persons or circumstances other than those as to which it is found to be invalid, shall not be affected hereby, and shall be fully valid and enforceable to the fullest extent and duration allowed by applicable law. The Parties intend this document to be an instrument executed under seal. The Recitals set forth above and the Exhibits attached hereto are incorporated herein by reference.

L. Indemnity. The Declarant agrees to the fullest extent permitted by law, to defend, protect, indemnify and hold harmless the Holder from and against all claims, actions, liabilities, damages, fines, penalties, costs and expenses suffered as a direct or indirect result of any violation of any federal, state, or local environmental or land use law or regulation or of the use or presence of any hazardous substance, waste or other regulated material in, on or under the Property.

M. Interpretation. This Declaration shall be construed and interpreted under the laws of the State of North Carolina.

N. Parties. Every provision of this Declaration that applies to the Declarant or to the Holder shall likewise apply to their respective successors, assigns and holders, and all other successors in interest herein.

O. Subsequent Liens. No provisions of this Declaration shall be construed as impairing the ability of the Declarant to use the Property for collateral for borrowing purposes, provided that any mortgage or lien arising there from shall be subordinated to this Declaration.

IN WITNESS WHEREOF, Declarant, by authority duly given, has hereunto caused this Declaration to be executed by its respective officers and its seal affixed, to be effective the day and year first above written.

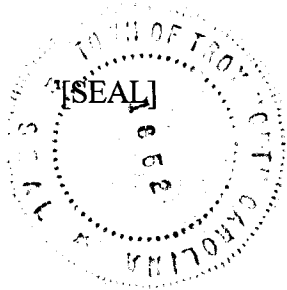
GRANTOR:

TOWN OF TROY

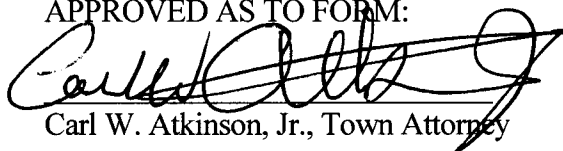
By: *Roy Maness*
Roy Maness, Mayor

ATTEST:

Cathy Maness
Cathy Maness, Town Clerk



APPROVED AS TO FORM:

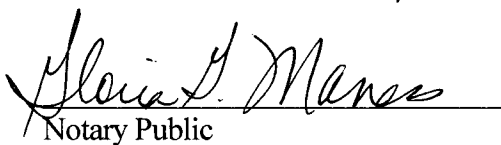


Carl W. Atkinson, Jr., Town Attorney

STATE OF NORTH CAROLINA
COUNTY OF MONTGOMERY

I, Gloria G. Maness, a Notary Public of the aforesaid county and state, do hereby certify that Cathy Maness personally came before me this day and acknowledged that she is Clerk to the Town of Troy, a North Carolina municipal corporation, and Roy Maness is the Mayor of the Town; and that by authority duly given and as the act and deed of the Town, the foregoing instrument was signed in its name by its Mayor, sealed with the Town seal, and attested by herself as its Clerk.

Witness my hand and notarial seal, this the 24th day of February, 2009.



Notary Public

My commission expires: 1/28/2014



EXHIBIT ALegal Description of the Property

Lying and being in Troy Township, Montgomery County, North Carolina and being more particularly described as follows:

Being 160.569 acres, more or less, located in Troy Township, Montgomery County, North Carolina, as shown on maps entitled "Maps One and Two, Survey for Montgomery County Country Club", prepared by Roland D. Ward, RLS, dated April 12, 2000, recorded in Plat Cabinet D, Slides 14 A & B in the office of the Register of Deeds of Montgomery County, to which plat cabinet for a more particular description of the tract herein conveyed, reference is made and by said reference said plat is made a part hereof as fully as if set out herein.

There are excepted from the above property three parcels, to wit:

1. The 0.77 of an acre tract shown on the survey map entitled, "Survey for Roy J. Maness" prepared by Thomas J. Fields (RLS L-2906) and recorded October 17, 2005 in Plat Cabinet E Slide 14-B of the Montgomery County Registry.
2. The 6.808 acre tract shown on the survey map entitled, "Map Two Survey for Montgomery County Country Club" prepared by Roland D. Ward (RLS L-2728) and recorded April 25, 2000, in Plat Cabinet D Slide 14-B of the Montgomery County Registry.
3. The 9.594 acre tract shown on the survey map entitled "Map Two Survey for Montgomery County Country Club" prepared by Roland D. Ward (RLS L-2728) and recorded April 25, 2000, in Plat Cabinet D Slide 14-B of the Montgomery County Registry. This tract appears as a separate tract and is bordered on its northwest side by North Carolina Highway 134 and on its southeast side by North Carolina Secondary Road 1323.

EXHIBIT B

The Property is rural property that has woods and a golf course previously known as Montgomery Country Club, which the Grantor intends to reopen and use as a golf course and recreation facility, in addition to operating suitable areas of the Property for the reclaimed wastewater spray irrigation site.

STATE OF NORTH CAROLINA
COUNTY OF MONTGOMERY

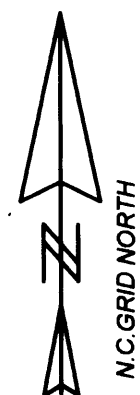
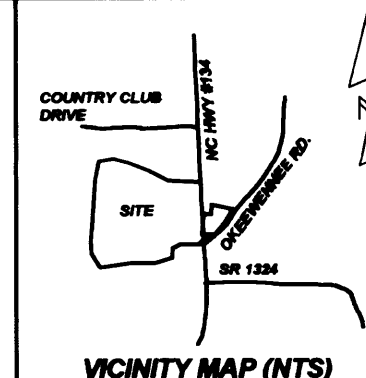
I, REVIEW OFFICER OF MONTGOMERY COUNTY
CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION
IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER

DATE

4.25.00 10:46AM \$21.00 p.d.

D-14-B



Line	Bearing	Distance
1	S 2°40'25"W	101.58'
2	S 17°13'08"W	142.84'
3	N 44°44'35"W	44.23'
4	N 43°38'50"W	44.14'
5	N 68°12'50"W	28.79'
6	N 3°58'24"E	9.60'
7	N 4°28'23"E	148.81'
8	N 0°00'32"W	124.89'
9	N 0°04'23"E	144.84'
10	N 21°58'42"W	83.70'
11	N 38°37'14"E	63.64'
12	N 39°47'14"W	70.89'
13	N 17°38'18"E	89.95'
14	N 12°45'34"E	68.63'
15	N 19°27'39"E	73.82'
16	N 10°12'14"E	122.65'
17	S 80°26'28"E	128.91'
18	S 65°00'03"E	113.92'
19	S 24°58'34"E	136.53'
20	S 22°43'50"W	141.64'
21	S 84°38'48"E	37.52'
22	S 42°16'27"W	164.51'
23	S 64°47'10"W	120.82'
24	S 64°53'27"W	100.65'
25	N 45°28'48"W	89.94'
26	N 45°07'11"W	98.64'
27	N 61°16'01"W	64.42'

R.D. CLIFF Inc.
DB 241 PG 661

D.J. MANESS
DB 368 PG 895

N. GRAY
DB 189 PG 651

B.R. DOZIER Jr.
DB 198 PG 651

ALAN GUTSCHMITT
DB 147 PG 293

R.J. SUGES
DB 298 PG 527

J.C. FORREST
DB 143 PG 237

MATCH LINE MAP ONE
MAP TWO

TOTAL AREA OF MAP ONE
& MAP TWO
150.975 AC.
9.594 AC EAST SIDE NC HWY #134
160.569 AC. TOTAL
DEED BK. 162 PG. 416

I, ROLAND D. WARD, CERTIFY THAT
THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM
AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED
DESCRIPTION RECORDED IN BOOK 162 PAGE 416
ETC.) (OTHER: THAT THE BOUNDARIES NOT SURVEYED
ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION
FOUND IN BOOK PAGE ; THAT
THE RATIO OF PRECISION AS CALCULATED IS
1/1000 ; THAT THIS PLAT WAS PREPARED
IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.
WITNESS MY ORIGINAL SIGNATURE, REGISTRATION
NUMBER AND SEAL THIS 24 DAY OF APR
2000 AD'

SEAL OR STAMP

SURVEYOR

12728
REGISTRATION NUMBER



1. ROLAND D. WARD, PROFESSIONAL LAND SURVEYOR NO. L-2728, CERTY
TO ONE OR MORE OF THE FOLLOWING AS INDICATED:
THAT THIS PLAT IS OF A SURVEY OF AN EXISTING PARCEL OR PARCELS OF LAND
AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

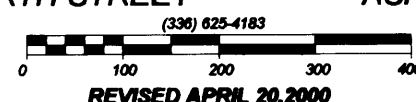
ROLAND D. WARD PROFESSIONAL LAND SURVEYOR L-2728

EIP=EXISTING IRON PIPE
EIR=EXISTING IRON ROD
NIR=SET IRON ROD
PNS=POINT NOT SET

NOTES: AREA BY COORDINATE GEOMETRY
ERROR OF CLOSURE +/-10,000 BEFORE
ADJUSTING.

NO MONUMENT FOUND
WITHIN 2000' OF PLATTED PROPERTY.

MAP TWO
SURVEY FOR
MONTGOMERY COUNTY COUNTRY CLUB
TROY TOWNSHIP MONTGOMERY COUNTY, N.C.
SCALE 1"= 200' APRIL 12, 2000
SURVEY BY SURVEYING SERVICES
170 WORTH STREET ASHEBORO, N.C.



REVISED APRIL 20, 2000

SUBJECT PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE DEPARTMENT
OF HOUSING AND URBAN DEVELOPMENT.

MONTGOMERY COUNTY
NORTH CAROLINA
Filed for registration at 10:46 o'clock
A.M. April 25, 2000 and recorded
in Cabinet B Slide 14-B.
Register of Deeds
Ray D. Nunn

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH

I, Montgomery REVIEW OFFICER OF RANDOLPH COUNTY
CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION
IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER

DATE

4-25-00

10:46 AM

\$21.00 pl.

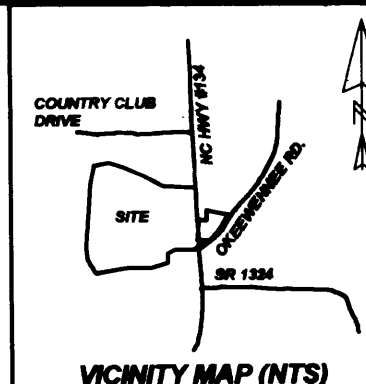
D-14-A

SUBJECT PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE DEPARTMENT
OF HOUSING AND URBAN DEVELOPMENT.

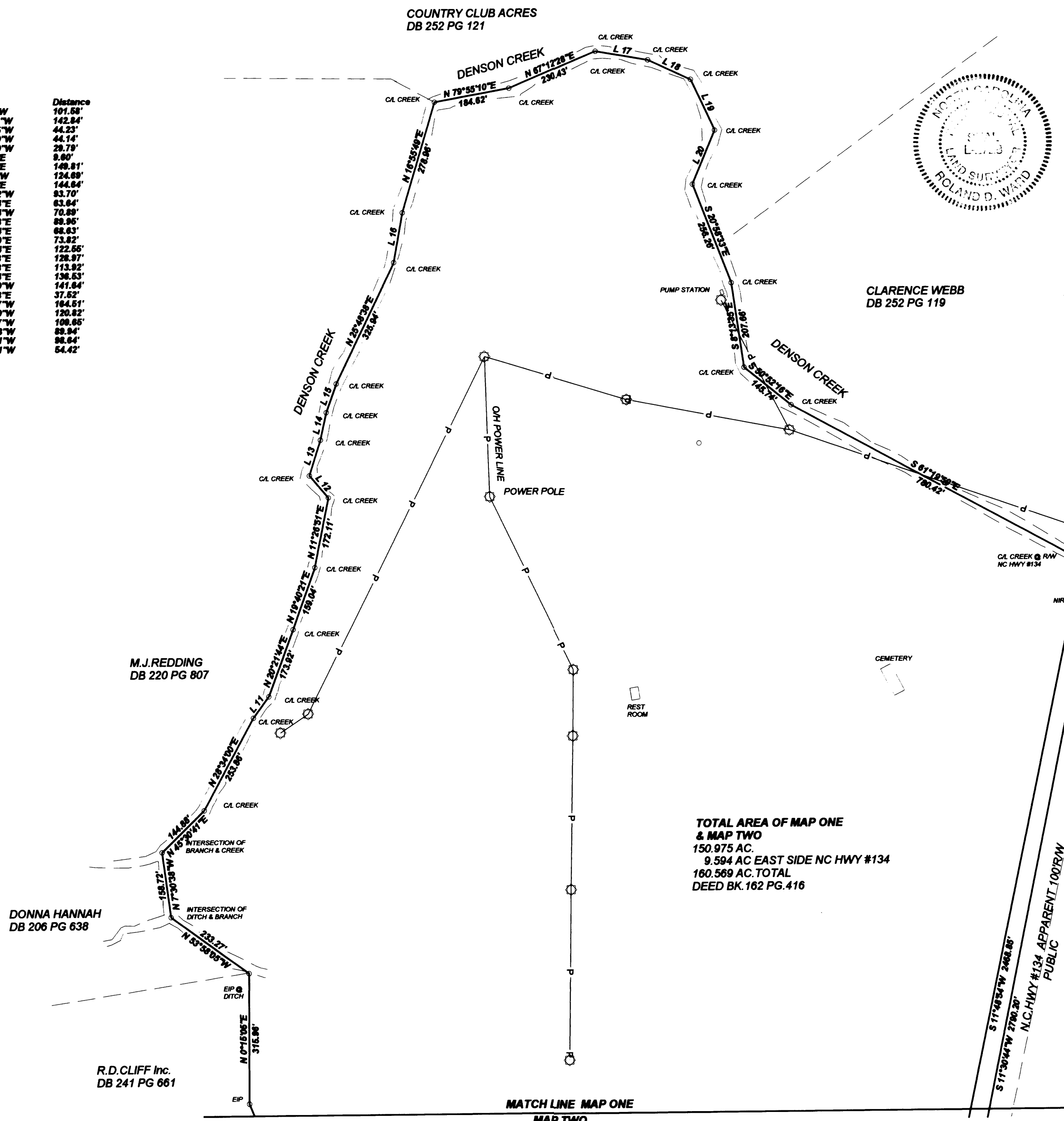
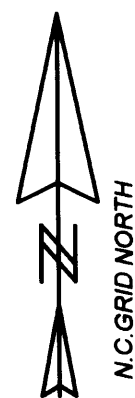
MAP ONE
SURVEY FOR
MONTGOMERY COUNTY COUNTRY CLUB

TROY TOWNSHIP MONTGOMERY COUNTY, N.C.
SCALE 1"=200' APRIL 12, 2000
SURVEY BY SURVEYING SERVICES
170 WORTH STREET ASHEBORO, N.C.

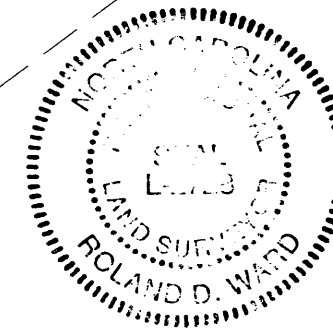
REVISOR (330) 625-4183
REVISED APRIL 20, 2000



Line	Bearing	Distance
1	S 2°40'25"W	101.88'
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1/ 132,000; THAT THIS PLAT WAS PREPARED
IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.
WITNESS MY ORIGINAL SIGNATURE, REGISTRATION
NUMBER AND SEAL THIS 24 DAY OF APR
2000 AD'

SEAL OR STAMP

SURVEYOR

L-2728
REGISTRATION NUMBER

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TO ONE OR MORE OF THE FOLLOWING AS INDICATED:
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AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

ROLAND D. WARD PROFESSIONAL LAND SURVEYOR L-2728

EIP=EXISTING IRON PIPE
EIR=EXISTING IRON ROD
NIR=SET IRON ROD
PNS=POINT NOT SET

NOTES: AREA BY COORDINATE GEOMETRY
ERROR OF CLOSURE +10,000 BEFORE
ADJUSTING.

NCGS MON #2
N=598,798.526'
E=1,736,856.813'
NAD 83

MONTGOMERY COUNTY
NORTH CAROLINA
Filed for registration at 10:46 o'clock
on April 25, 2000 and recorded
in Cabinet B Slide 14-A
Register of Deeds
Roy A. Davis

5th Apr 25 2000

MAYOR
CRAIG JONES
MAYOR PRO-TEM
BRUCE HAMILTON
COMMISSIONERS
KAYREN BRANTLEY
ANGELA ELKINS
WALLACE JONES
BRIAN HELMS



TOWN MANAGER
GREG ZEPHIR
TOWN CLERK
AMY VUNCANNON
ATTORNEY
RUSSELL J. HOLLERS, III

March 13, 2026

Mr. Justin E. Mercer
Stewardship Program Manager
North Carolina Land and Water Fund
Division of Land and Water Stewardship
N.C. Department of Natural and Cultural Resources
1651 Mail Service Center
Raleigh, NC 27699

**Re: Town of Troy's Request for an amendment the conservation agreement – NCLWF
Project Number – 2006A-533 – Property PIN – 7539 00 77 5975 – Book 632 PAGE 368 (10)**

Mr. Mercer,

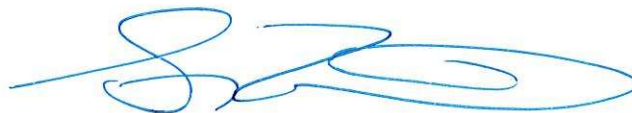
On behalf of the Town of Troy, NC, please accept this correspondence as the town's official request for an amendment to the conservation agreement between the Town of Troy and the North Carolina Clean Water Management Trust Fund (now the North Carolina Land and Water Fund). The conservation relates to CWMTF Project Number 2006A-533 and can be referenced at the Montgomery County Register of Deeds, Book 632 Page 368 (10). The town is requesting the conservation agreement be amended to the following: removing "municipal" golf course and amending to read "public" golf course.

Per your agency's Conservation Agreement Amendment Guidelines and Practices the request requirements are as follows:

- **Name, Address, Phone Number, and email address of the Property Owner:**
 - Owner – The Town of Troy, North Carolina
 - Address – 315 North Main Street Troy, NC 27371
 - Phone – 910.572.3661
 - Email Address – manager@troy.nc.us

- **Nature of the activity proposed:**
 - The Town of Troy is requesting an amendment to the agreement under Article 1. Restriction and Covenant – section (2): Original text reads “the Property may be operated as a municipal golf course”. Proposed amendment would read “the Property may be operated as a public golf course”.
- **Location of the activity with reference to the NCLWF project number and or Deed Book and Page Number:**
 - The NCLWF project number is 2006A-533.
 - The property is identified by PIN: 7539 00 77 5975 and can be found in Book 632 and Page 368 (10) at the Montgomery County Register of Deeds
- **Map(s) of sufficient detail to accurately delineate the boundaries of the land proposed to be impacted to carry out the activity. (Attached).**
- **Explanation of why the plan for this activity cannot be practically accomplished, reduced, or reconfigured to avoid the need to amend the conservation agreement.**
 - There is need to request this amendment in order for the property to be conveyed, continue to be used as a public golf course, and increase the amount of soil erosion control and best management practices to ensure the highest quality of land conservation and as much stream protection as possible.
- **Plans for any best management practices or restoration practices to be used to control impacts associated with the activity.**
 - The staff at the North Carolina Land and Water Fund are consulting with the potential new owners of the property to enhance the best management practices in addition to addressing additional land and stream restoration.
- **Acknowledgement of receipt of a copy of the NCLWF Conservation Agreement Amendment Guidelines and Practices.**
 - This confirms receipt of the above-mentioned guidelines.

Regards,



Greg Zephir,

Town Manager

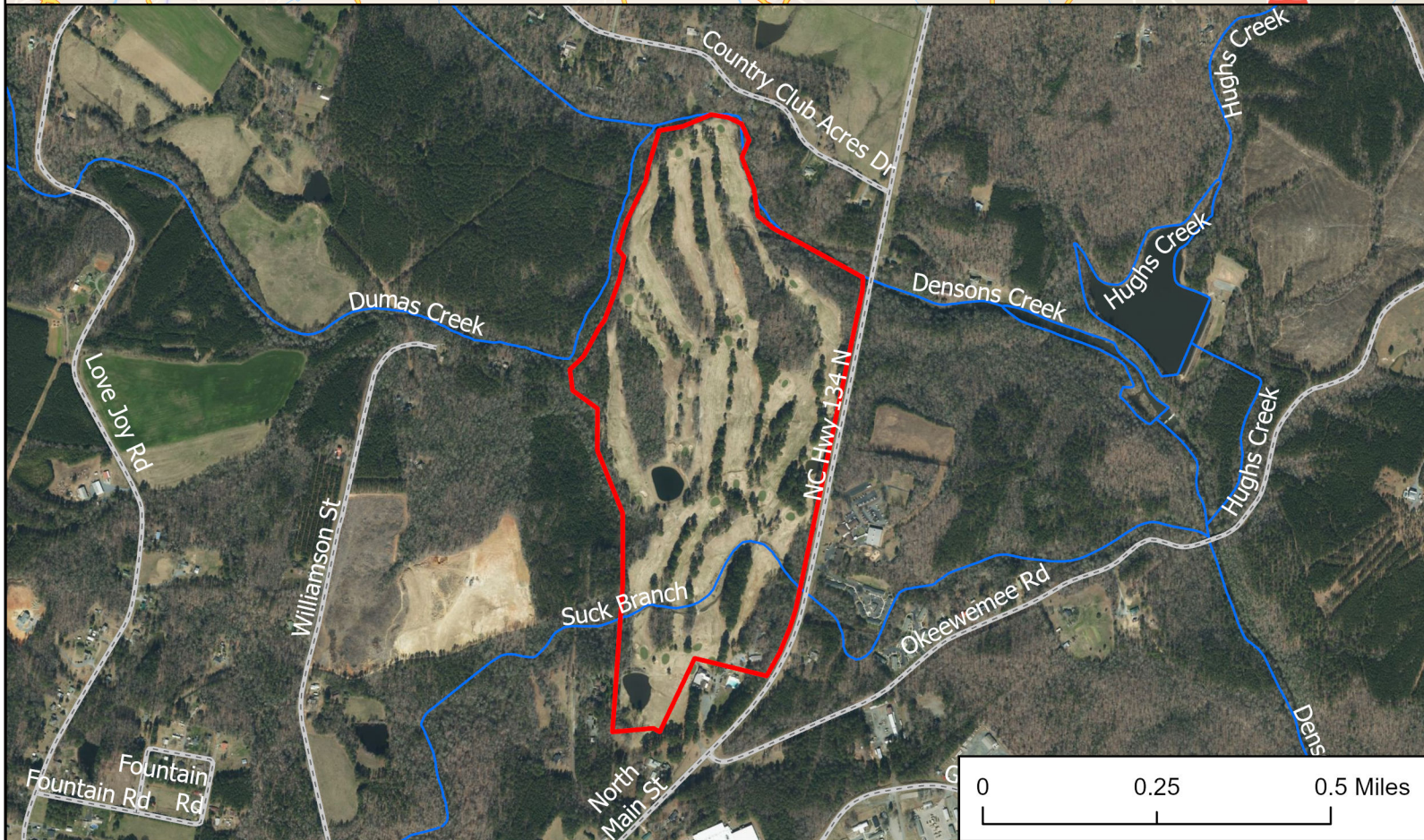
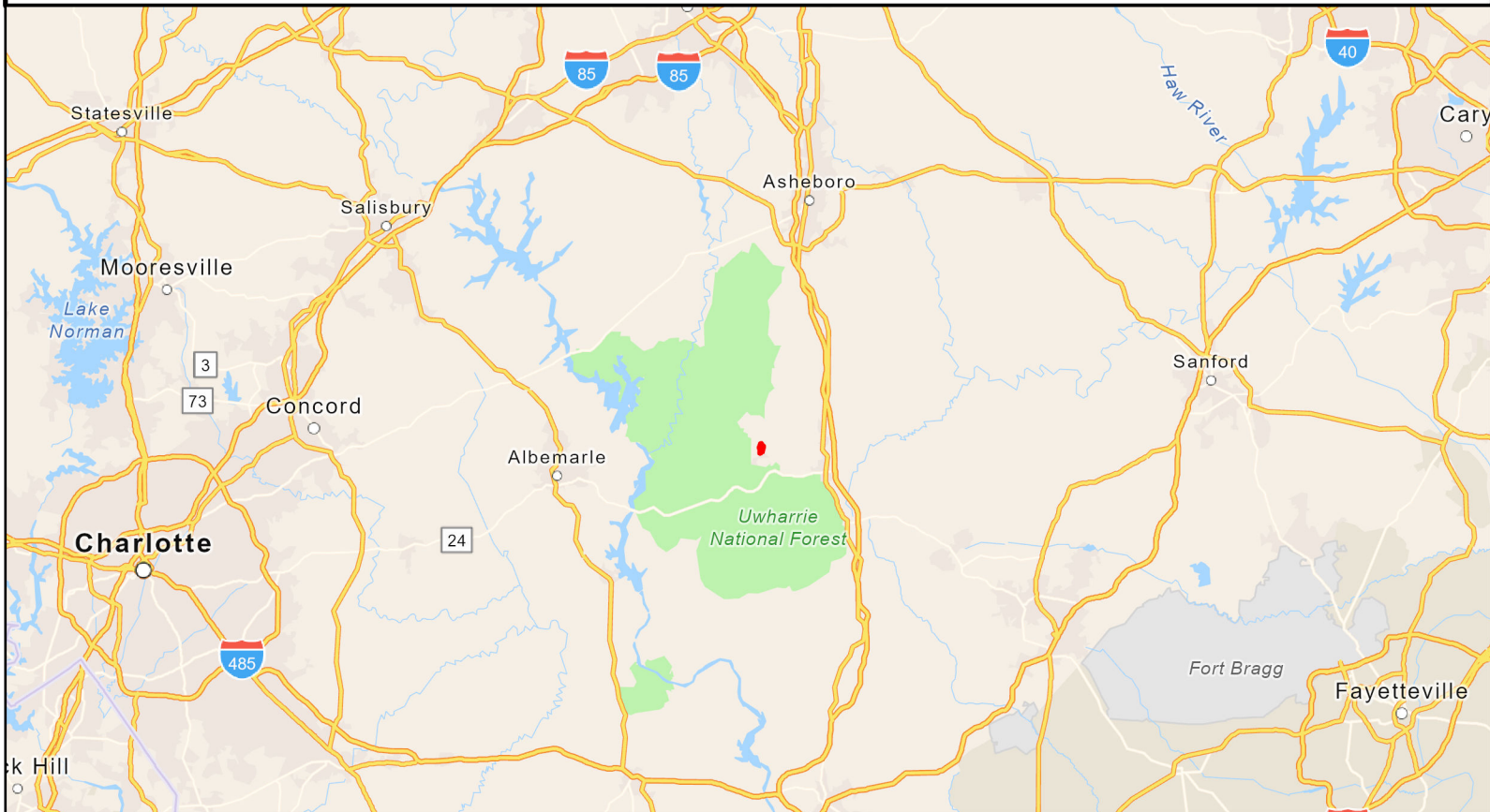
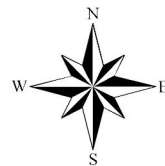


2006A-533: Reclaimed Wastewater Reuse Site

Property of Town of Troy
Montgomery County -160.57 acres
Map Created by Nicolle Montero, NCLWF 4/9/2026
NC OneMap 2021 Imagery

Legend

-  DCR Boundary
-  Roads
-  Streams



NCLWF Conservation Benefit Analysis Review Sheet

Created 4/23/25 by Nicolle Montero

Project Number	Project Name	Requesting Party
2006A-533	Reclaimed Wastewater Reuse Site (Denson's Creek Golf Course)	Town of Troy

Score Differential G/Y/R	Resource	Current restrictions	Amended Restrictions
0	Riparian Buffer	Resource Name: Denson's Creek, Dumas Creek, & Suck Branch Classification: C, HQW (Denson's), C; HQW (Dumas Creek), & C (Suck Branch) ARS Score: 45	Resource Name: Denson's Creek, Dumas Creek, & Suck Branch Classification: C, HQW (Denson's), C; HQW (Dumas Creek), & C (Suck Branch) ARS Score: 45
N/A	Historic and Cultural	Resource Name: Classification: ARS Score:	Resource Name: Classification: ARS Score:
0	Natural Heritage	Resource Name: Denson's Creek Aquatic Habitat (Natural Area) Classification: R1 ARS Score: 50	Resource Name: Denson's Creek Aquatic Habitat (Natural Area) Classification: R1 ARS Score: 50
N/A	Riparian Greenway	Resource Name: ARS Score:	Resource Name: ARS Score:

NCLWF Staff Comments and Interpretation:

There are identified riparian buffer and natural heritage resources within the conservation area. Though it appears there would not be a positive gain with adopting the proposed amendment, the proposed amendment to add language requiring better management practices, specifically regarding managing for vegetative buffers along streams, will better support the protection of these resources by improving the quality of management and reducing degradation.

Notes: Review sheet should be completed for all requests to amend NCLWF conservation agreements. All resources to be impacted should be documented in the appropriate cell. If a given resource is not impacted, replace text in the designated cell with "N/A." The "Score Differential G/Y/R" column should be color-coded to represent a positive conservation benefit (green), a neutral conservation impact (yellow), or a negative conservation impact (red).

Riparian Buffer:

- a.) Surface Water Classification: **35** (HQW: High Quality Waters Classification)
- b.) Integrated Ecological Networks: **10** (borders properties with permanently protected stream buffers; another NCLWF easement on the eastern boundary across the road)

Total: 45

Natural Heritage:

- a.) Natural Heritage Classification: **30** (natural area rated exceptional)
- b.) Contribution to Protection of NHP Natural Area: **15** (contains 1 or more element occurrences for the natural area)
- c.) Integrated Ecological Networks: **5** (Borders property with a permanent conservation agreement in place for the purpose of
- d.) protecting natural communities)

Total: 45