NORTH CAROLINA JOINT REPRESENTATION AND

\_\_\_\_\_\_\_\_\_\_\_\_\_ COUNTY CONFLICT WAIVER AGREEMENT

 (Insert CW Project # Here)

 We, the undersigned, acknowledge that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Attorney**”) and the law firm of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Firm**”) have been asked to represent \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Conservation Organization**”) and the State of North Carolina (“**State**”), acting by and through the North Carolina Clean Water Management Trust Fund (“**CWMTF**”), in the transaction involving the conveyance to Conservation Organization of certain real property located in \_\_\_\_\_\_\_Township, \_\_\_\_\_\_\_\_\_\_ County, North Carolina consisting of \_\_\_\_\_\_\_\_\_\_\_ acres in total and the conveyance of a conservation easement by Conservation Organization to the State over the property or a portion thereof.

 The signatories hereto acknowledge that the joint representation includes, and is limited to, title search, certification of title, obtaining of title insurance for both Conservation Organization and the State, as well as taking the customary steps to close, record, and complete the transaction. Conservation Organization and State agree that Attorney and Firm may represent the Conservation Organization related to the drafting and reviewing of the conservation agreement and other documents related to this transaction and that Attorney and Firm do not represent the State regarding the same. (Whether Attorney and Firm represent Conservation Organization regarding these non-joint matters, and the extent thereof, is determined by a separate understanding or agreement between them.) Conservation Organization and the State acknowledge that the State, through the CWMTF, will either pay or reimburse some or all the attorneys’ fees charged by Firm in connection with this transaction.

Conservation Organization, State, and Attorney are not aware of any conflict of interest between Conservation Organization and State, but to the extent any may exist, they waive the same and consent to Attorney’s and Firm’s jointly representing Conservation Organization and State in the above described transaction on the terms stated herein. In reliance on the above and subject to the limitations stated herein, Attorney and the Firm agree to represent jointly the parties as stated herein.

 This the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_.

 **State of North Carolina (**acting by and through the CWMTF)**:**

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Henry C. Fordham, Deputy General Counsel, NC Dept. of Natural and Cultural Resources and Attorney for CWMTF

**Conservation Organization**

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(**Insert the Name of Attorney and Firm Here)**

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Insert Name of Attorney signing Here)