



A G E N D A
OCONEE COUNTY
CONSERVATION BANK BOARD
March 5, 2019

9:00 AM

Oconee County Administrative Offices
Council Chambers, 415 South Pine Street, Walhalla, SC

1. Call to Order
2. Approval of Minutes
 - October 9, 2018
3. Treasurer's Report *[handouts provided]*
 - October 2018
 - November 2018
 - December 2018
 - January 2019
4. Election of Officers
 - Chairman
 - Vice Chairman
 - Secretary
 - Treasurer
5. 2019 Meeting Schedule Establishment
 - April 9, 2019
 - June 11, 2019
 - August 13, 2019
 - October 8, 2019
 - December 10, 2019
 - February 11, 2020
6. Discussion Items:
 - Continued discussion regarding Alternate Funding Sources
 - Discussion and/or action regarding Moore property
 - Discussion and/or action regarding William Lyles Estate
 - Update regarding Naturaland Trust
 - Discussion regarding types of accounts available to generate interest
 - Letter to Community 1st Bank regarding signers on account
7. Old Business
8. Adjourn

[This agenda is not inclusive of all issues which the board may bring up for discussion at this meeting.]

There will not be any Public Comment session at this meeting.



**OCONEE COUNTY
CONSERVATION BANK BOARD**

415 South Pine Street
Walhalla, SC 29691
c/o Clerk to Council

Treasurer's Report

Community First Bank Account: *****183

Period Ending: October 31, 2018

DEPOSITS

Month Opening Balance \$ 613,735.46

EXPENDITURES

Expenditures \$0

BALANCE IN ACCOUNT

AS OF PERIOD ENDING DATE \$ 613,735.46

Report Submitted by:


Marvin Prater
Oconee County Conservation Bank Board Treasurer

for Marvin Prater



OCONEE COUNTY
CONSERVATION BANK BOARD

415 South Pine Street
Walhalla, SC 29691
c/o Clerk to Council

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Community First Bank Account: *****183

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AS OF PERIOD ENDING DATE

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OCONEE COUNTY
CONSERVATION BANK BOARD

415 South Pine Street
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OCONEE COUNTY
CONSERVATION BANK BOARD

415 South Pine Street
Walhalla, SC 29691
c/o Clerk to Council

Treasurer's Report

Community First Bank Account: *****183

Period Ending: January 31, 2019

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Expenditures \$0

BALANCE IN ACCOUNT

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Report Submitted by:

Oconee County Conservation Bank Board Treasurer



Meetings Dates for 2019

Oconee County Conservation Bank Board

April 9, 2019

June 11, 2019

August 13, 2019

October 8, 2019

December 10, 2019

February 11, 2020



Oconee County Conservation Bank
PROPERTY OWNER
STATEMENT OF INTEREST FORM
Oconee County, South Carolina

Property Owner Name

Peggy Bowen Moore

Property Owner Address

199 Twin Oaks Lane
Westminster, SC 29693

Eligible OCCB Recipient
Name and Address

Property Owner Telephone Numbers

Home: NA

Cell: (864) 710-1169

Work: NA = Retired

Description & Size of Your Property in Acres:

36.8 acres
open pasture land

General Location of Your Property:

Highway 24 in Oakway community, house located
within a triangle of Pioneer Water Office, Oakway
Farm & Garden Store, and Dollar General,

Oconee County Tax Map Number[s] (required)

290-00-04-010

Your Property's Unique Characteristics:

Prime/statewide Important soils = 50 acres = 54%
Property around my house landscaped in native plants
Very desirable view of Blue Ridge mtns.; can see Table Rock.
Several years ago an EQIP grant allowed Bad Creek,
us to dig a well, do wildlife plots, water stations
for cattle, fence off creeks, and planted wildflowers & native grass

THIS STATEMENT OF INTEREST, AS PRESENTED, REPRESENTS A BINDING PROPOSAL. ANY APPROVAL, CONDITIONAL OR FINAL, IS CONTINGENT UPON THE LANDOWNER'S FULFILLMENT OF ANY AND ALL PLEDGES AND PROPOSALS AS PRESENTED IN THE APPLICATION. IN ADDITION, I HAVE RECEIVED AND READ BOTH THE "KNOW WHAT TO EXPECT" AND "PROCESS" FORMS ATTACHED TO THIS DOCUMENT.

5-10-18

Date

Peggy B. Moore

Signature of Landowner

Your signature acknowledges receipt of and a full understanding of the "Know What to Expect" [pg. 3] and the "Process" [pgs.4-5] Forms.

Completed Form to be forwarded to:

Oconee County Conservation Bank Board
c/o Clerk to Council

Oconee County Administrative Offices
415 South Pine Street
Walhalla, SC 29691

or

via email to: ksmith@oconeesc.com



Oconee County Conservation Bank
PROPERTY OWNER
STATEMENT OF INTEREST

Know What to Expect

What you need to know before you begin the process of having your property considered by the Oconee County Conservation Bank Board [OCCB]:

The Application will require the following to be provided by the property owner at their expense:

- An appraisal of the property
- May require surveys and additional professional work which the landowner is solely responsible to secure.
- The landowner will be required to sign that you understand that you are solely responsible for the costs of securing any work required to complete the application and that the OCCB is not responsible for such costs. [While each applicant may apply for a grant to cover, in whole or in part, the costs of such required work, the OCCB is under no obligation to approve any application.]

If the OCCB requires additional information it may include but is not limited to the following items:

- Detailed information about their property including deed and tax map references.
- Detailed information about their properties value which will require a detailed appraisal.
- May require and updated survey.
- Coordination with a non-profit managed to conserve land and similar resources or other eligible entity as described in the Oconee County ordinance creating the OCCB.
- Maps, photos and other documentation to support the conservation values of the land.

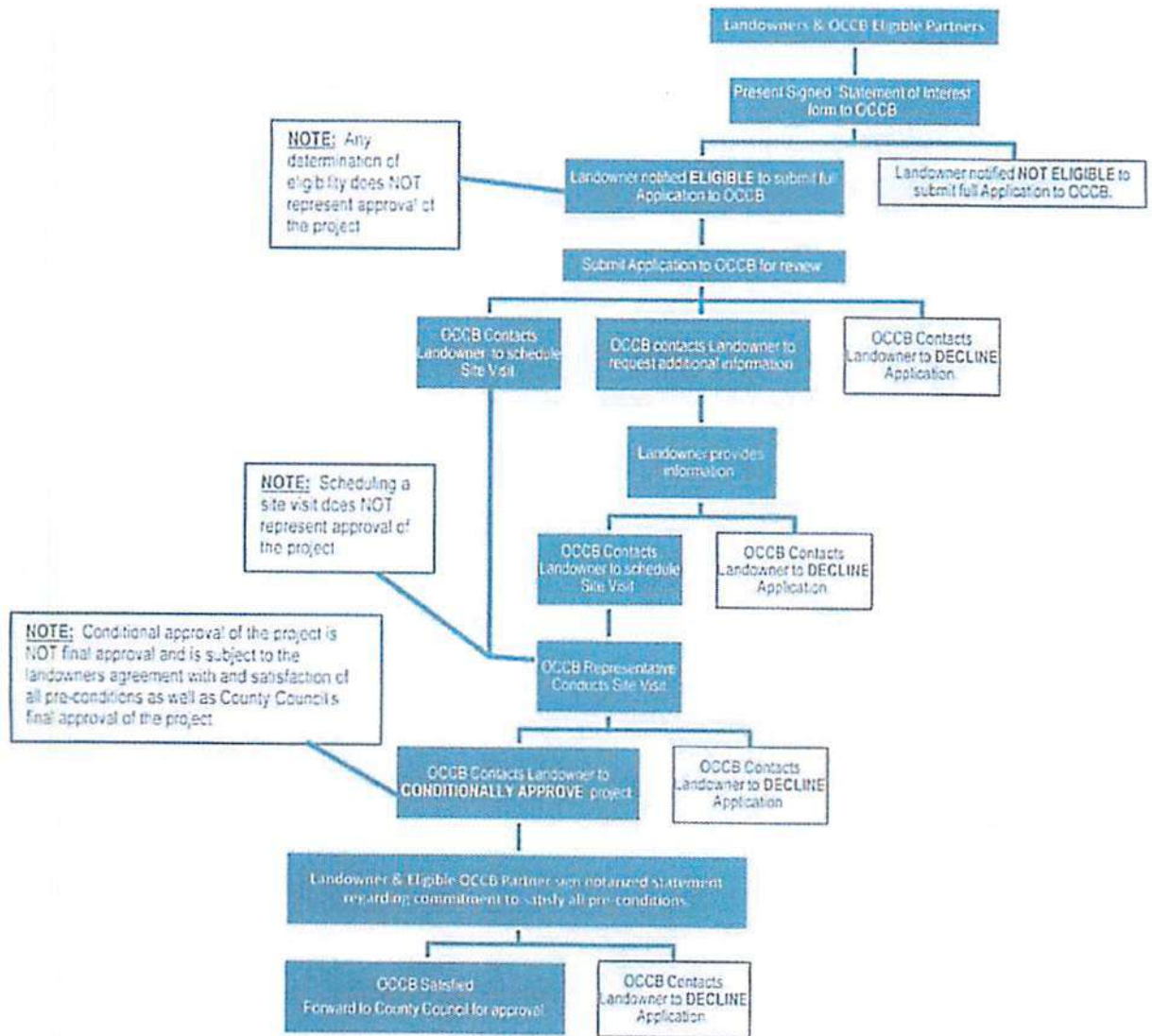
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Oconee County Conservation Bank PROPERTY OWNER STATEMENT OF INTEREST PROCESS FORM

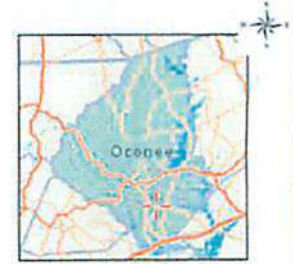
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2. Landowner and their OCCB eligible "partner" submit full application with substantiation to the OCCB for review.
OCCB contacts landowner to
 - (i) request additional information,
 - (ii) decline the application, or
 - (iii) schedule a site visit. [NOTE: the scheduling of a site visit does not represent approval of any project.]
3. Landowner provides additional requested information, if necessary.
OCCB contacts landowner to
 - (i) decline the application, or
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4. OCCB representatives or agents make scheduled site visits to each property in the application cycle deemed appropriate for a site visit. [NOTE: the scheduling of a site visit does not represent approval of any project.]
After the site visits are completed, OCCB contacts the landowner to
 - (i) decline the application, or
 - (ii) conditionally approve the project. [NOTE: Conditional approval is not final approval and is subject to the landowner's agreement with and satisfaction of all pre-conditions as well as County Council's final approval of the project.]
5. For each conditionally approved project, the landowner and their eligible OCCB must sign a notarized statement stating their commitment to satisfy all pre-conditions and must prove to the OCCB's satisfaction that all pre-conditions have been met.
Upon receiving such commitment and satisfaction, the OCCB will prepare any such properties for presentation to the Oconee County Council.

NOTE: Only Oconee County Council can finally approve any project and no project shall be considered approved or final until such final approval is granted. The landowner and eligible OCCB partner remain fully responsible for all expenses and costs associated with application to and interaction with the OCCB throughout the application process. The landowner and eligible OCCB partner will only be reimbursed for those expenses and costs associated with application to and interaction with the OCCB if such reimbursement is sought in the grant application and finally approved by the OCCB and Oconee County Council.





Oconee County Assessor			
Parcel: 290-00-04-010 Acres: 34.318			
Name:	MOORE PEGGY ELIZABETH B	Land Value:	109200
Site:		Improvement Value:	57790
Sale:		Accessory Value:	0
Mail:	199 TWIN OAKS LANE WESTMINSTER, SC 296930000	Total Value:	166990



Oconee County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The maps on this site are not surveys. The assessment information is from the last certified tax roll. All data is subject to change before the next certified tax roll.
 Date printed: 05/14/18 : 09:08:38



Oconee County Conservation Bank
PROPERTY OWNER
STATEMENT OF INTEREST FORM
Oconee County, South Carolina

Property Owner Name Estate of William C. Lyles

Property Owner Address 118 Massey Road, Piedmont, SC 29673

Eligible OCCB Recipient
Name and Address
Upstate Forever
507 Pettigru Street
Greenville, SC. 29601

Property Owner Telephone Numbers
Home: N/A
Cell: (864) 650 - 0316
Work: N/A

Description & Size of Your Property in Acres: The Lyles Farm is consists of approximately 155 acres with the majority of the site in timber management. A portion of the property is currently being leased as pasture and cropland, predominantly hay. It sits among other working farms and forestlands in a rural area of the County with over 40% of the soils on the property classified as prime or of statewide significance.

General Location of Your Property: The Lyles Farm is situated in the Whetstone community of Oconee County in the northwestern area of the County near the SC-GA border with approximate coordinates of 34.855175, -83.193883. It is approximately three miles from Mountain Rest, and only two miles from the Chattooga Wild and Scenic River.

Oconee County Tax Map Number[s] *[required]* 080 - 00 - 02 - 001

Your Property's Unique Characteristics: The Lyles Farm is nestled among other working farms adjacent to the Sumter National Forest providing key wildlife habitat and migration corridors while enhancing water quality in nearby streams. The scenic property contains over 60-acres of prime soils and will protect over one-mile of headwater streams, including 4,000 linear feet of Whetstone Creek. The Ecochee settlement of the Cherokee Indians was once located on the property near Whetstone Creek.

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6/20/2018
Date


Signature of Landowner

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c/o Clerk to Council
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Oconee County Conservation Bank PROPERTY OWNER STATEMENT OF INTEREST

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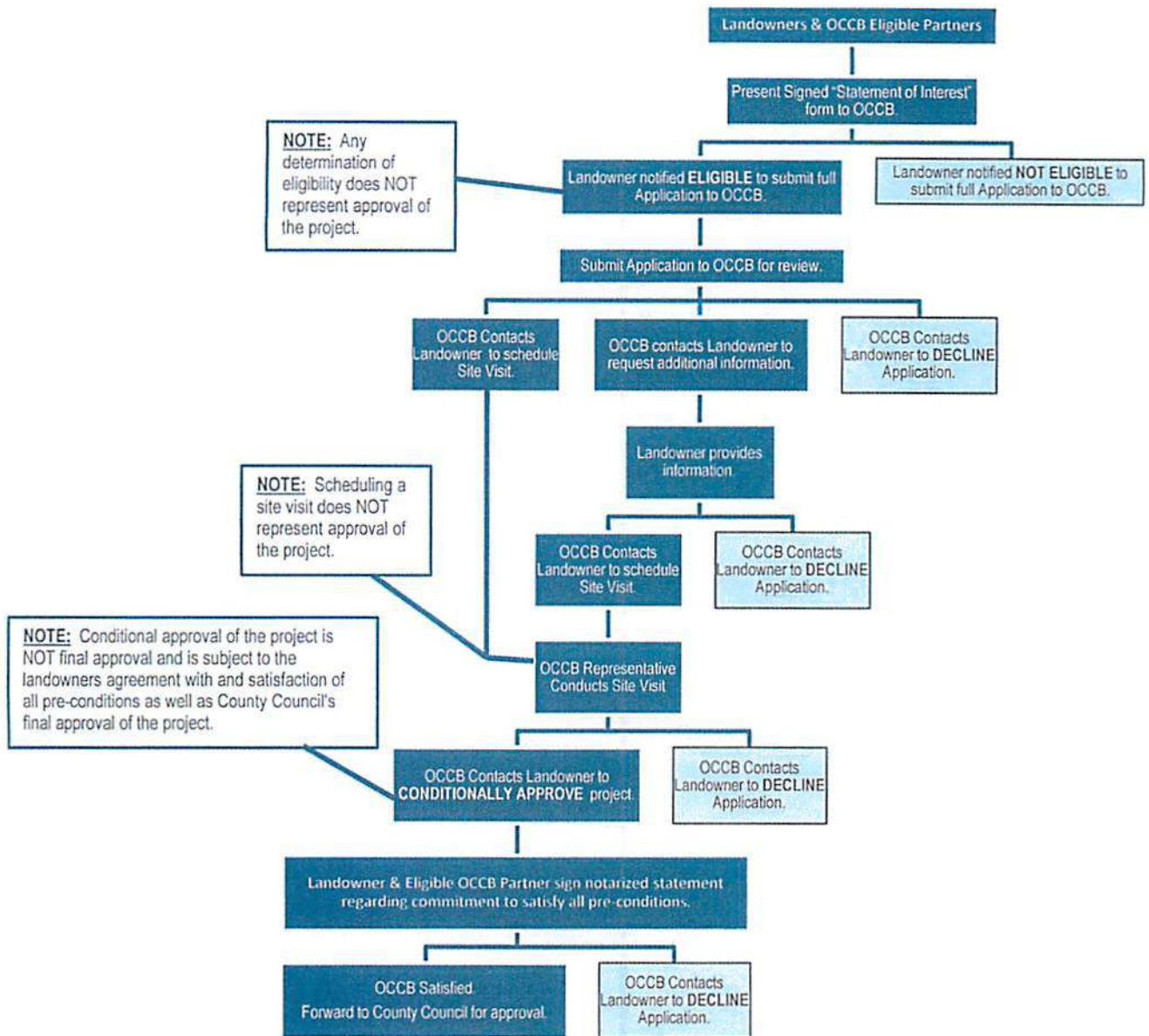
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Oconee County Conservation Bank PROPERTY OWNER STATEMENT OF INTEREST PROCESS FORM

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Oconee County Conservation Bank Application for Funding

Oconee County, South Carolina

Completed Application to be forwarded to:

Oconee County Conservation Bank Board
c/o Clerk to Council
Oconee County Administrative Offices
415 South Pine Street
Walhalla, SC 29691

or

via email to: ksmith@oconeesc.com

SECTION I

I. General Information:

Acquisition type: ___ Fee Simple X Conservation Easement

Landowner's Name Naturaland Trust

Mailing Address: 148 River Street, Suite 110

Greenville, SC 29601

Daytime Telephones (352) 359-0013

Eligible OCCB Recipient Seeking Funding
(See Oconee County Ordinance 2011-16, Section II,G)

Name of Organization Upstate Forever

Authorized Agent Name: Chris Starker

Mailing Address: 507 Pettigru Street

Greenville, SC. 29601

Daytime Telephones (864) 250-0500 extension 15

II. Property Information

Legal Description

County: Oconee

Tax Map # 095-00-01-023

Assessor's Plat & Lot Numbers:

MapPlatB P61; MapPlatP 513

Deed Reference [Book & Page]

61/513

Current Zoning Classification

No zoning

Location on County Map (attach copy as EXHIBIT A)

Brief description of property including:

- | | |
|-------------------------|-------------|
| a. Total Acres | 53.68 acres |
| b. Total Forested | 53 acres |
| c. Total Cleared / Open | nil |
| d. Total Wetlands | nil |
| e. Creeks and/or Rivers | |

There is a small, unnamed tributary of Oconee Creek on site that drains from the impoundment in Oconee Station.

Please include any surveys, USGS maps, directions, county locator map, or any other pertinent information.

The following documents are included with this application.

1. Oconee Town Project Narrative
2. County Location Map
3. Proximity to Protected Areas Map
4. USGS Topographic Map
5. Boundary Survey/Plat
6. IRS Determination Letter
7. Affidavit
8. Letters to Adjacent Landowners (2)
9. Letter to Naturaland Trust
10. Landowner Notification Acknowledgement
11. Stewardship Endowment Request
12. Stewardship Endowment Calculation
13. USFWS IPaC Resource List
14. Photos and views from site
15. Research information assembled by the OAHC
16. National Register of Historic Places Inventory Form
17. SC Conservation Bank listing for Oconee Town
18. Letter of Transmittal from Appraisal

III. Miscellaneous Information:

Who is the Party responsible for managing the land?

Name Naturaland Trust

Address: 148 River Street, Suite 110

Greenville, SC. 29601

Telephone Number (352) 359-0013

Who is responsible for enforcing any conservation easements or other restrictions on this property?

Name Upstate Forever

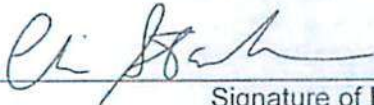
Address: 507 Pettigru Street

Greenville, SC. 29601

Telephone Number (864) 250-0500

IV. Adjoining landowners.

Adjoining landowners must be notified of this grant request by Oconee County ordinance. Please attach an affidavit that all adjoining landowners have been notified.



Signature of Eligible OCCB Recipient (Applicant)

29 January 2018
Date

Section II
To be filled out by the landowner

1. Has the Eligible OCCB Recipient seeking funding notified you in writing:
(See Oconee County Ordinance 2011-16, Section VII)
- a. That interests in land purchased with trust funds result in a permanent conveyance of such interests from the landowner to the eligible trust fund.
 yes no
- b. That it may be in the landowner's best interests to retain independent legal counsel, appraisals, and other professional advice.
 yes no

2. Are there any existing liens, mortgages, or encumbrances that currently exist on this property?
 yes no If yes, please explain below:

Oconee County Conservation Bank—Landowner Inspection Consent Agreement.

I, Mac Stone - Executive Director, as the landowner or landowner's agent agree to allow inspection, or appraisal if necessary, of the property being presented to the OCCB Board for consideration. I agree to allow authorized or designated agent or staff to inspect this property as may be required. Reasonable notice of inspection will be given.



Signature of Landowner/Agent

01-28-18

Date

Section III

To be filled out by the Eligible OCCB Recipient seeking funding (Applicant)

Organization Name Upstate Forever

Address 507 Pettigru Street

Greenville, SC. 29601

Daytime Telephones (864) 250-0500

Contact Person Chris Starker

Organization EIN Number: 57-1070433

NOTE: You are required to attach certification that this is a charitable not-for-profit corporation or trust authorized to do business in this state; whose principal activity is the acquisition and management of land for conservation or historic purposes and which has tax-exempt status as a public charity under the Internal Revenue Code of 1986 or Certification that the applicant is an otherwise qualified entity under Oconee County Ordinance 2011-16, Section II and Section VII.

Please see attached IRS Determination Letter dated May 13, 2003.

How will you be able to complete the project and acquire the interests in the proposed lands?

Naturaland Trust has agreed to pursue granting a conservation easement to Upstate Forever prior to donating the property to SC Parks, Recreation, and Tourism. In turn, Upstate Forever will steward the property in perpetuity.

How many total acres of lands or projects have you preserved in this State? In this County?

Upstate Forever currently has 110 conservation easements in South Carolina. Of those sites, 21 are located within Oconee County.

Briefly describe the lands your organization has preserved in this State, and then County, including their size, location and method of preservation. Note: this section need not be complied with for specific preserved lands if the privacy or proprietary interests of the owners of such preserved lands would be violated.)

Upstate Forever holds easements on 20,989 acres within ten counties in the Upstate region of South Carolina region and Polk County in North Carolina. Nearly 4,430 acres are preserved in Oconee County alone. Upstate Forever does not hold title to any lands but only holds and stewards conservation easements on those lands.

Has the Eligible OCCB Recipient notified the owner of the land that is the subject of the potential OCCB grant of the following in writing? (See Oconee County Ordinance 2011-16, Section VII)

a. That interests in land purchased with trust funds result in a permanent conveyance of such interests in land from the landowner to the eligible trust fund recipient or its assignees.

Yes, to both. Please see attached Affidavit and letter to Naturaland Trust.

b. That it may be in the landowner's interest to retain independent legal counsel, appraisals and other professional advice.

Note: Applications not having affirmation that the notice requirement of this section has been met will not be considered for funding requests.

Does the Eligible OCCB Recipient or the landowner have a general summarized land management plan for this proposal? If so, please attach.

_____ yes X no (Please see attached Narrative)

Explain how the Eligible OCCB Recipient intends to enforce the easement restrictions on this proposal, if a conservation easement is proposed. Attach additional sheet if necessary.

Upstate Forever stewards its inventory of easements on an annual basis. If a landowner fails to report management of the site outside of the permissions in the easement, then corrective action would be pursued as stated within the easement.

Does the Eligible OCCB Recipient agree that OCCB funds may only be used for the acquisition of interests in land including closing costs and not for management, planning, staffing, or any costs not associated with the purchase of interests in lands?

X yes _____ no

Does the Eligible OCCB Recipient have reasonable documentation to support this request? Please attach.

See attached Landowner Notification Letter, Stewardship Endowment Request, and Endowment Calculation.

The proposal will not be considered without adequate substantiation of estimated Fair Market Value and a qualified and competent appraisal establishing fair market value and/or the value of the proposed easement will subsequently be required prior to closing.

(See Oconee County Ordinance 2011-16, Section VII,B,f)

X yes _____ no

What is the amount of support sought for this proposal?

\$ 9,567.33

Explain how this proposal will satisfy the Criteria listed in Sections Four and Five of the ensuing pages. (Please attach a narrative of what your intended plans are and how you plan to accomplish them.)

[Handwritten Signature]

Signature of Authorized Agent for Eligible OCCB Recipient (Applicant)

[Handwritten Signature]

Notary Signature

My commission expires: 10/29/25



Section IV
Conservation Criteria
Oconee County Ordinance 2011-16, Section VI
Information to be considered in filling out the application

1. Does the property contain or adjoin wetlands? Yes _____ No X
If yes, please attach certification by USACOE or NRCS.
2. Does the property contain or adjoin a USGS Blue Line Stream or Lake?
Yes, please see attached USGS Topographic Map.
If yes, please provide USGS topographic map showing such stream or lake in relation to property.
3. Does the property contain or adjoin Water Classified as either (i) Outstanding Natural Resource Water (ii) Outstanding Resource Water or (iii) Trout Water, by South Carolina DHEC.
No
If yes, please provide evidence of such classification by SC DHEC.
4. Does the property currently contain threatened or endangered species or habitat suitable for threatened or endangered species?
The property does not contain any RTE species, but habitat is suitable for RTE species.
If yes, please provide a certification by SC DNR, NRCS, USFS or other qualified professional providing evidence of such species existence on the property or of such habitat suitability.
Please see the attached IPaC Resource List generated by USFWS.
5. Does the property currently contain native wildlife species or habitat suitable for native wildlife species?
Yes
If yes, please provide substantial evidence (e.g. Statement from a qualified agency or professional, etc.) of such species existence on the property of such habitat suitability.
6. Does the property currently contain special or concentrated biodiversity?
No
If yes, please provide substantial evidence (e.g. Statement from a qualified agency or professional, etc.) of such biodiversity on the property.
7. Does the property currently contain a unique geological feature, such as a mountain, rock outcropping, waterfall or other similar feature?
No
If yes, please provide substantial evidence (e.g. Statement from a qualified agency or professional, etc.) of such geological feature on the property.

8. Does the property share a boundary with other Protected Land? For purposes of this question, "Protected Land" includes any land or byway substantially protected from development or designated as scenic or protected through any federal, state, or local act.

(a) If yes, what percentage of a boundary is shared with such Protected Land?

1%-25% Approximately 1,355' of the 5,824' boundary (about 23% of the property boundary) is adjacent to the Oconee Station State Historic Site

26%-50%

Greater than 50%

(b) If yes, please describe the Protected Land and present a legible map showing such Protected Land in relation to the property.

9. Does the property contain any of the following pre-historic or historic features or designations?

(a) Listing on the National Historic Register? If yes, please provide a letter or other evidence from the Department of the Interior demonstrating such listing.

The adjacent Oconee Station State Historic Site is listed on the National Historic Register (see attached form).

(b) Eligible for listing on the National Historic Register? If yes, please provide a letter or other evidence from the SC State Historic Preservation Office demonstrating such eligibility.

(c) Contains historic or pre-historic structures? If yes, please provide evidence in the form of photographs and statement of a qualified agency or professional describing the structure(s) on the property.

(d) Contains a site of historic or pre-historic significance? If yes, please provide evidence in the form of photographs and statement of a qualified agency or professional describing the site(s) on the property.

Yes, see attached research information assembled by Oconee Arts and Historical Commission.

10. Does the property contain fifty percent (50%) or greater surface area of soils classified as Prime or Important by the State of South Carolina?

(a) If yes, what percentage of the property contains soils classified as Prime or Important by the State of South Carolina?

No, only 29% of the property contains soils classified as Prime or Important.

50%-60%

61%-75%

Greater than 75 %

(b) If yes, please provide a legible soil overlay map showing such Prime or Important soil types upon the property.

11. Has the property been Actively Farmed as defined under one of the following qualifications?
Current landowner is not an agricultural entity. However, previous landowner has history of farming site.

- (a) The landowner has filed IRS Form Schedule F in the previous two tax years? If yes, please provide evidence of such tax filings and a notarized statement affirming that such farming activities pertained to the property referred to in this application;
- (b) The landowner has filed IRS Form Schedule F in seven of the last ten years? If yes, please provide evidence of such tax filings and a notarized statement affirming that such farming activities pertained to the property referred to in this application; or
- (c) The landowner can produce documentation demonstrating that the landowner has produced significant agricultural products in Oconee County in the last two years? If yes, please provide such documentation and a notarized statement affirming that such farming activities pertained to the property referred to in this application.

12. Does the property allow public viewing:

No scenic viewpoint or overlook exists or is planned.

- (a) from a Federal, State or County maintained road? If yes, please provide documentation describing precise location of point along a Federal, State or County Road where property is visible. Include a photograph taken from this point.
- (b) from any other public access land or waterway? If yes, please provide documentation describing precise location of point along such public access land or waterway where property is visible. Include a photograph taken from this point.

13. Does the property provide a Scenic View to the public or help maintain the Scenic Nature of an area in the County? For purposes of this question, a Scenic View includes mountain, river, lake, forest, pasture, agricultural and other pastoral views which are viewable by the public from a public roadway or other publically accessible area.

Property provides a scenic view of Tamassee Knob within the Sumter national Forest (see photos). If yes, please provide photograph evidence to support the Scenic View, a description of the Scenic View and a description of the specific locations with map references from which the public may observe the Scenic View.

14. Does the proposal for the conservation project on the Property allow
Access will be limited until SCPRT develops a management plan, then full public access will be available.

- (a) Limited Access by the public to the property? For purposes of this question, Limited Access means any access which is less than access on a year round and continual basis, but allows access by the public for some limited time or seasonal period(s).

If yes, please provide documentation supporting such Limited Access, including any formal agreements with agencies or groups authorized to use the property, a description of the use(s) permitted and the times or seasons when the property will be accessible by the public.

- (b) Unlimited Access by the public to the property? For purposes of this question, Unlimited Access means any access which provides the public access to the property on a year round and continual basis and, additionally, requires that such access is (or will be) communicated to the public.

If yes, please provide documentation supporting such Unlimited Access, including any formal agreements with agencies or groups authorized to use the property, a description of the use(s) permitted and the times or seasons when the property will be accessible by the public. In addition, please provide evidence that the Unlimited Access is (or will be) reasonably communicated to Oconee County citizens.

15. Is the property located in any one or more of the following locations? If yes, for each such location please provide an aerial map and supporting documentation which demonstrates such location in relation to the relevant municipality or other land.

- (a) Is the property located within or adjacent to land of the United States Forest Service, a South Carolina State Forest, a State Park, a County Park or a Park of Municipality located in Oconee County, South Carolina?
- (b) Is the property located within 1 mile of a municipality?
- (c) Is the property located from 2-5 miles of a municipality?
- (d) Is the property located greater than 5 miles from a municipality?

The nearest municipalities, Walhalla and Salem, are both approximately 8-10 miles away.

16. What is the approximate size (in acres) of the property? Please provide documentation to support the stated acreage, including survey(s), tax information, deeds or other similar documentation.

The Oconee Town tract comprises approximately 53.68 acres.

Section V - Financial Criteria
Oconee County Ordinance 2011-16 Section VI
Information to be considered in filling out the application

1. (a) What is the Total Market Value of the proposed conservation project? \$134,000
(Total Market Value for a fee simple project is the total fair market value of the property as supported by a current appraisal. Total Market Value for a conservation easement project is the value of the conservation easement as determined under the methods prescribed in IRS Treasury Regulations 1.170A-14(h) as supported by a current appraisal.)

- (b) What is the amount of the grant requested from the OCCB? \$9,567.33

Based on the figures above, what is the total percentage of funding requested for the project from the OCCB. *(Divide Sum (b) by Sum (a) to Find Percentage)?* 7.13%

2. Please list and describe any other grants, contributions or gifts from any non-governmental agencies, groups, entities or individuals which will support the proposed conservation project?
In 2016, the South Carolina Conservation Bank awarded Naturaland Trust \$134,000 to purchase the property for permanent protection for addition to adjacent Oconee Station State Historic Site. Naturaland Trust is the current landowner.

For any listed grant, contribution or gift, please provide evidence or a written pledge of such support from the relevant non-governmental party.

3. How does the proposal present a unique value opportunity in that it protects land at a reasonable cost? Parcel:

X is available at a low cost per acre

X is available from a willing seller at a reasonable price

4. How does the proposal leverage OCCB funds by including funding or in-kind assets or services from other governmental sources?

Have matching funds of any kind or services-in-kind been applied for or received?

No matching funds or in-kind services have been applied for or received.

Please explain and described the in-kind services or amount of financial support applied for or r received. Please also provide written documentation to support such application or receipt of such support.

5. Please describe any other financial advantage of the proposed conservation project which helps ensure that the project represents a good use of limited OCCB funds and/or provides a good return on investment for the citizens of Oconee County?

This project leverages grant funding awarded in 2016 by the State conservation bank for this project. Please explain any other such financial advantage and provide documentation to support your answer to this question.



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Oconee Town Project Narrative

General Information

The Oconee Town Village site is situated just north of Scenic Highway 11 (the Cherokee Foothills National Scenic Highway) in Oconee County, directly adjacent to Oconee Station Historical Site at the base of Oconee Mountain. The 53-acre site is currently owned by Naturaland Trust, who plans to place an easement on the property prior to donating it to SCPRT to expand the Oconee Station State Historic Site. Oconee Town and Oconee Station are adjacent to Sumter National Forest, which connects it Oconee State Park, SCDNR Wildlife Management Areas, and two conservation easements held by Upstate Forever, including Stumphouse Mountain. There is a small tributary of Oconee Creek that drains from the impoundment in Oconee Station through a portion of the Oconee Town site.

See attached maps:

- Oconee Town Location in Oconee County
- Oconee Town Proximity to Protected Areas
- USGS Topographic Map of Oconee Town; and
- Boundary Survey by Stephen R. Edwards and Associates, March 14, 2014.

Upstate Forever is a land conservation and advocacy organization with a mission to protect critical lands, waters, and the unique character of the Upstate of South Carolina. As a nationally accredited land trust operating in the ten-county Upstate Region of SC, Upstate Forever will steward the property in perpetuity. Upstate Forever currently holds 110 conservation easements totaling 20,989 acres in ten counties in the Upstate of SC. Twenty-one (21) of those easements – nearly 4,430 acres – are located within Oconee County alone. Upstate Forever does not hold title to any lands but only holds and stewards conservation easements on those lands. We steward our inventory of easements on an annual basis. Corrective action is pursued as stated within the conservation agreement for any landowner failing to report management of the site outside of the permissions of the easement.

See the following attachments:

- See attached IRS Determination Letter dated May 13, 2003.

As part of the application process to the Oconee County Conservation Bank, Upstate Forever has notified all adjoining landowners of our pending application to the OCCB. In

addition, Upstate Forever has notified the landowner that interests in land purchased with trust funds result in a permanent conveyance of such interests from the landowner to the eligible trust fund, and that it may be in their best interest to retain independent legal counsel, appraisals, and other professional advice.

See the following attachments:

- Affidavit signed, dated, and notarized, January 29, 2018
- Letter to Janice Jordan, dated January 25, 2018
- Letter to Alice Butker, Trustee, Todd Farms Family Limited Partnership, dated January 25, 2018
- Letter to Mac Stone, Executive Director, Naturaland Trust, dated January 25, 2018

The landowner agrees to maintain the site in accordance with the conservation easement. Upstate Forever, as the Grantee of the easement will steward the site in perpetuity on an annual basis as well as advise on any proposed impacts to the habitat and aquatic resources. Our active stewardship program aims to observe and monitor any activity on the site in relation to the conservation easement. Our responsibility also includes directing any mitigation to damaged conservation values (habitat, river, soil, scenic value) on the property.

Upstate Forever understands that OCCB funds may only be used for the acquisition of interests in land including closing costs and not for management, planning, staffing, or any costs not associated with the purchase of interests in lands. Naturaland Trust will be donating a conservation easement to Upstate Forever, which will be required to enforce the conditions of the agreement. Upstate Forever typically requests from all donors of conservation agreements for a monetary contribution to our restricted funds, which will be used to cover the costs of long-term monitoring, as well as enforcing and defending the terms of the conservation agreement. The amount needed to achieve this purpose is carefully calculated and is based on the estimated amount needed in the endowment fund to generate the annual cost of stewardship for your property. Factors such as number of reserved rights and the total number of times your property may be subdivided (and thus the potential number of future owners) are considered.

See the following attachments:

- Landowner Notification Acknowledgment, signed and dated January 29, 2018
- Stewardship Endowment Request, letter dated January 29, 2018
- Stewardship Endowment Calculation for Oconee Town

Conservation Criteria

Approximately 23% of the Oconee Town boundary is shared with the Oconee Station boundary along approximately 1,355 feet. Although the property does not contain or adjoin wetlands, the impoundment on Oconee Station drains through the Oconee Town

property and is a tributary of Oconee Creek. The unnamed tributary is classified as Freshwater by the SC Department of Health and Environmental Control. To the best of our knowledge, the property does not currently contain any rare, threatened, or endangered species, although it provides habitat that is *suitable* for RTE species, including four endangered species and ten migratory bird species. Furthermore, the parcel is within close proximity to a site with known occurrences of species of concern. The Oconee Town site will be connected by Oconee Station to the Sumter National Forest, which is known for its black bear, fox, bobcat, turkey, and pheasant. Currently the property includes an abundance of native species as well as some non-native species. Although the property does not contain any unique geological features, it does provide scenic views of Tamassee Knob within the Sumter National Forest as well as the Blue Ridge Mountains beyond. 29% of the soils on the property are considered of statewide importance.

Although the exact location of Oconee Town has long been debated, recent archaeological studies have confirmed its existence at this site. Oconee Station was a Cherokee trading outpost built in the late 18th Century and has perhaps the oldest building in the upcountry of South Carolina. Next door to Oconee Station is the location and ruins of Oconee Town, a Cherokee village for which the county was later named. Located on a main trading path that extended from modern Charleston all the way to the Mississippi River trail, it was an important trading post for the Cherokee and Oconee Town was a thriving Cherokee village until the Creeks vanquished the Cherokees in 1759.

Oconee Town is also an important pre-Revolutionary and Revolutionary War historic site. On two occasions, a British colonial military party camped at Oconee Town in 1761, including South Carolina militia. Those military detachments included the entire lineup of South Carolina's Revolutionary War heroes: Pickens, Marion, Moultrie, Williamson, and others. In addition to Cherokee artifacts, archeologists have found British and colonial artifacts at the site. This is one of those rare historical sites where many of South Carolina's founding fathers were present at one time and in one place.

The conservation community has worked to protect this property for over a decade, although concerted efforts to protect the cultural landmarks like Oconee Station began in the late 60's. This one project will add property to the National Register of Historic Places, buffer a park, increase public access to a cultural and historical site, protect a Cherokee village and a pre-Revolutionary War military camp, and augment educational opportunities for the public. This is a once-in-a-lifetime opportunity for the people of South Carolina and recognized by the SC Conservation Bank, which granted Naturaland Trust \$134,000 in 2016 to purchase the property. SCPRT is excited to add this important property to the Oconee Station State Historic Site. With this addition, it will be the only SC State Park facility that also includes the site of a Native American settlement.

See the following attachments:

- USFWS IPaC Resource List
- Photos and views from site

- Research information assembled by the Oconee Arts and Historical Commission
- National Register of Historic Places Inventory Form for Oconee Station and Richards House
- Listing on SC Conservation Bank for Oconee Town

Financial Criteria

The fair market value of the property is estimated at \$134,000. Upstate Forever is requesting \$9,567.33 from the OCCB to cover stewardship responsibilities associated with the acquired interests of the easement. The total percent of funding request for the project from the OCCB is 7.13% representing a unique value opportunity in that it protects land at a low cost per acre, which is available from a willing seller at a reasonable price. Furthermore, the proposal leverages OCCB funds by contributing to the protection of property already recognized by the State Conservation Bank, which provided the funding for Naturaland Trust to purchase the property.

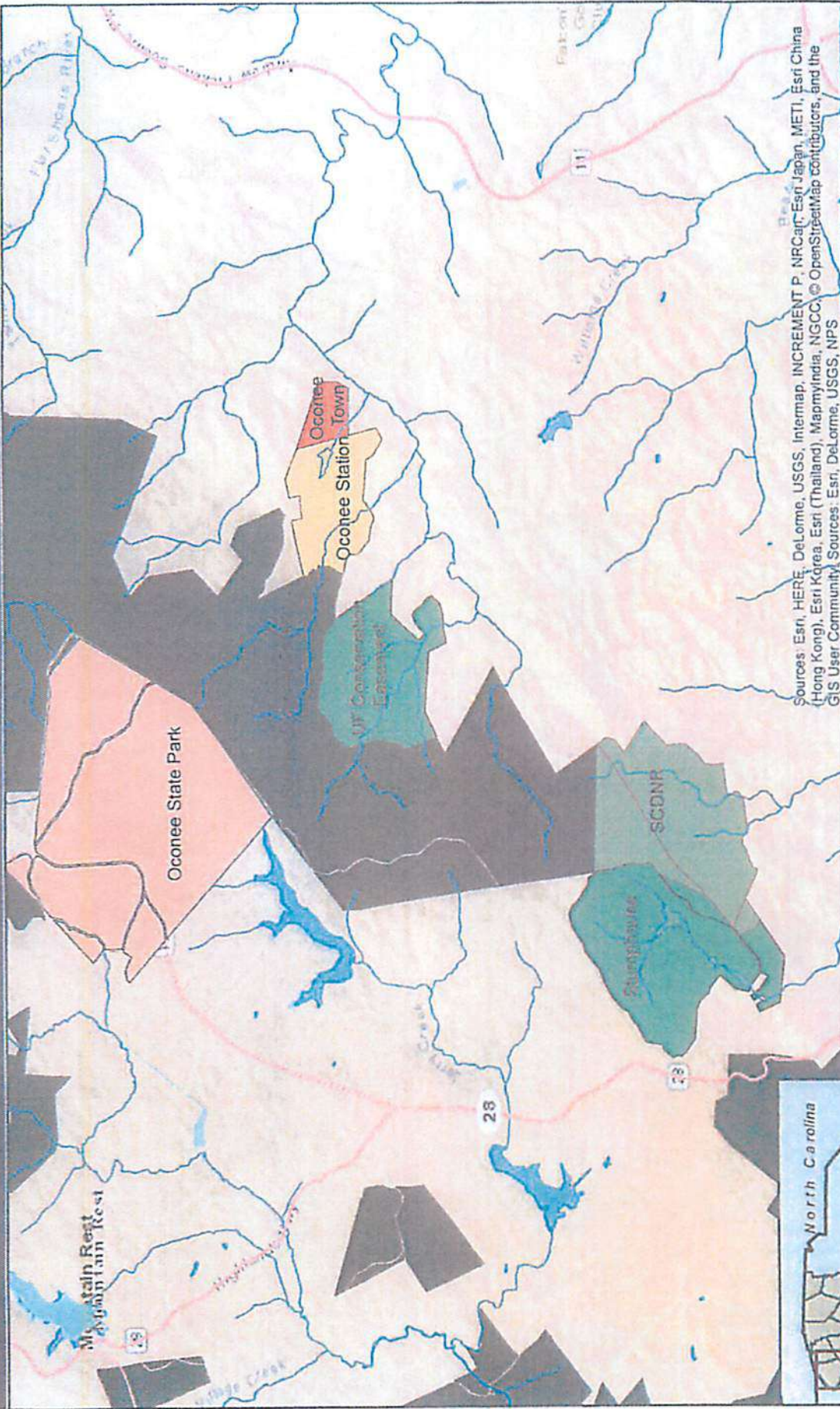
See the following attachment:

- Letter of Transmittal from Certified General Appraiser for Fair Market Value

Summary

The Oconee Town Village site will protect one of the most significant archaeological, historical, and cultural assets of South Carolina's upstate. Adjacent to Oconee Station Historical Site, archaeologists have confirmed this property is the site of the Cherokee Village that gave Oconee County its name and the location where many Revolutionary War icons camped. Naturaland Trust has purchased the Oconee Town tract with the intention of protecting it with a conservation easement prior to donating it to the SC Department of Parks, Recreation, and Tourism to add 53 acres to Oconee Station State Historical Site. The Oconee Town site is also in close proximity to other protected lands, including the Sumter National Forest and the popular trail to Oconee Station Falls. By adding Oconee Town to Oconee Station, the end result would be a singular location that includes an important Native American village site, a frontier outpost/trading post, an early pioneer homestead, waterfalls, and hiking trails.

Oconee Town Proximity to Protected Areas



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, OpenStreetMap contributors, and the GIS User Community. Sources: Esri, DeLorme, USGS, NPS

Legend

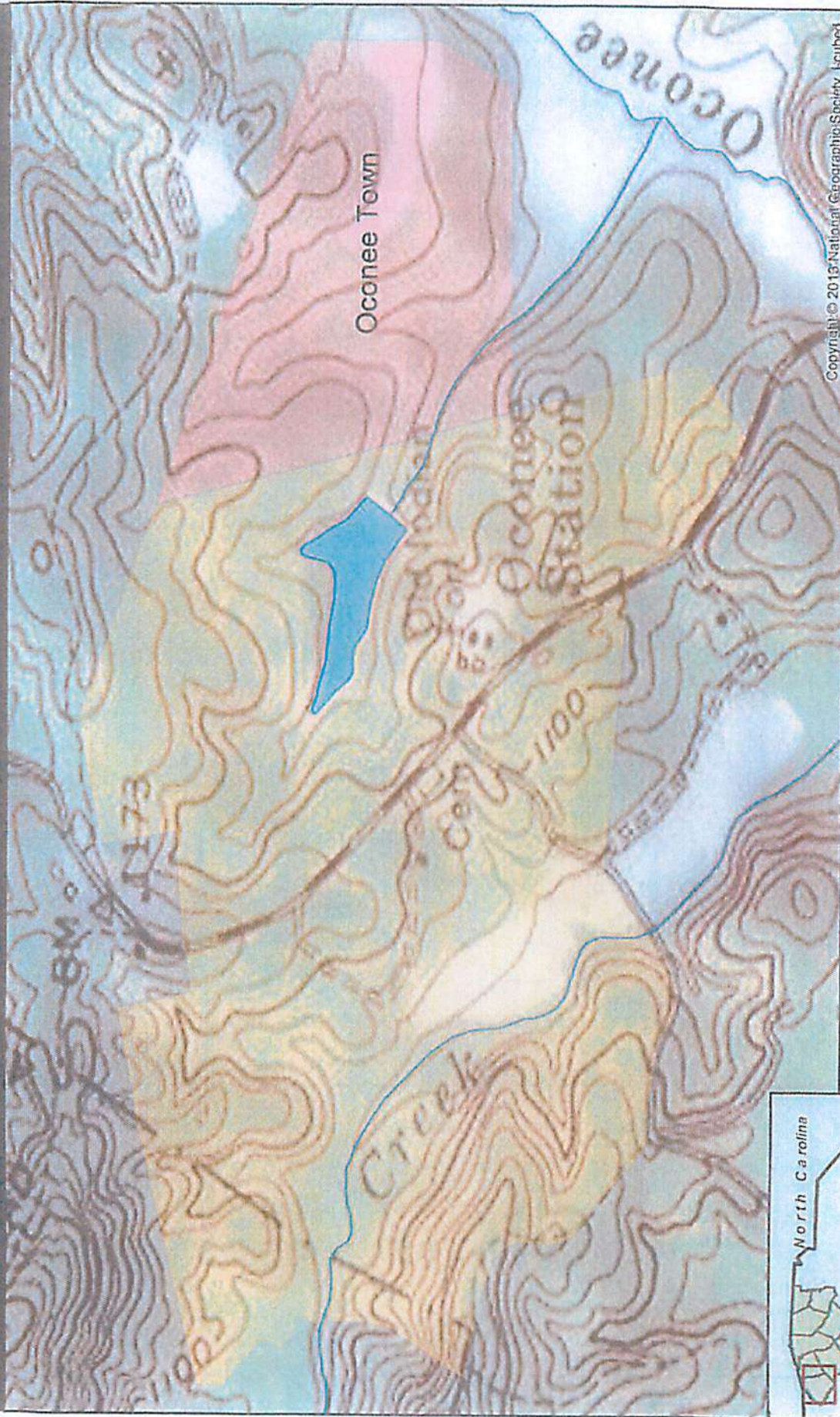
- Oconee State Park
- SCDNR
- USFS
- Oconee_Town
- Oconee Station State Historic Site
- UF Conservation Easements

DISCLAIMER:
This map is not a land survey and is for general reference purposes only. Upstate Forever makes no warranty or representation as to the accuracy of this map and disclaims all responsibility for any costs or damages that may arise from its use.

N Chris Starker 9 January 2018

0 0.150.3 0.6 0.9 1.2 Miles

USGS Topographic Map of Oconee Town



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DISCLAIMER:
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Chris Starker 9 January 2018

0 0.0204 0.08 0.12 0.16 Miles

- ### Legend
- Oconee Town Conservation Easement
 - Oconee Station State Historic Site

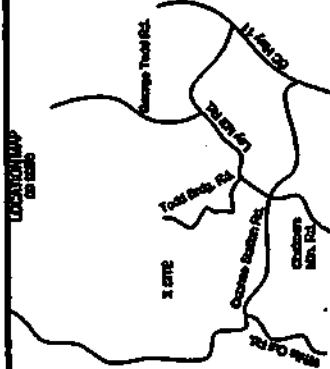


BOUNDARY SURVEY FOR

UPSTATE FOREVER

WASNER TOWNSHIP, COCONO COUNTY, SOUTH CAROLINA
STEPHEN R. EDWARDS & ASSOCIATES, INC.
1422 W. MAIN STREET - WEST LUNN, S.C. - 29689
(803) 715-1133

DATE: 03-14-2014 JOB NUMBER: 14-024



I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THE FOREGOING BOUNDARY SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMMONWEALTH OF SOUTH CAROLINA, FOR THE PURPOSES OF LAND SURVEYING AND RECORDING. I AM A LICENSED LAND SURVEYOR IN THE STATE OF SOUTH CAROLINA AND I HAVE NOT BEEN DISCIPLINED OR REPEALED THROUGH ANY ADMINISTRATIVE OR LEGAL PROCEDURE. I HAVE NOT BEEN REPEALED THROUGH ANY ADMINISTRATIVE OR LEGAL PROCEDURE. I HAVE NOT BEEN REPEALED THROUGH ANY ADMINISTRATIVE OR LEGAL PROCEDURE.

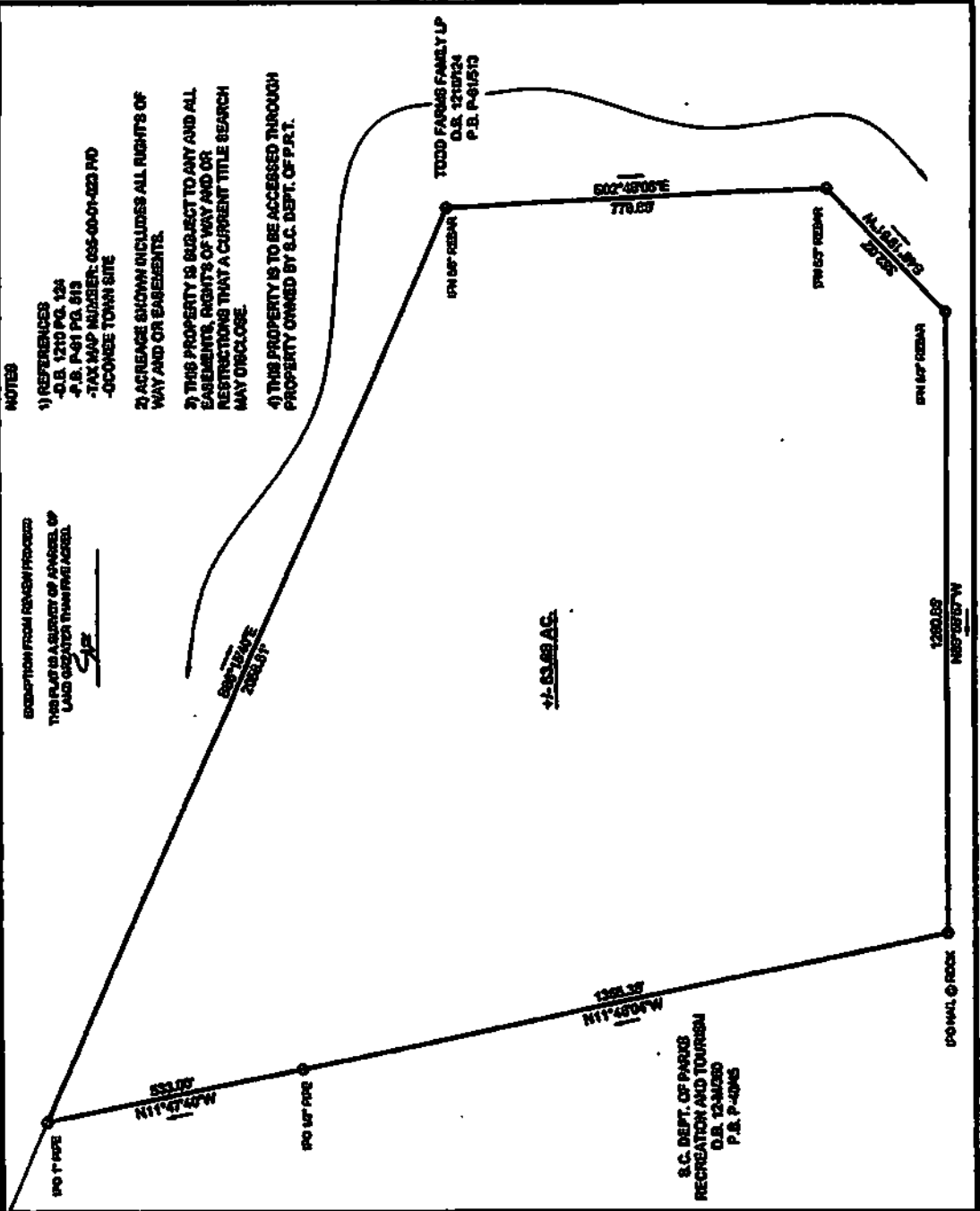
Stephen R. Edwards
STEPHEN R. EDWARDS PLS. NO. 15201

DESCRIPTION FROM REASON PROVIDED
THIS PLAT IS A SUBJECT OF A CHANGE OF LAND ORIGIN THAN THIS ACRES.

SIZE

NOTES

- 1) REFERENCES
-O.B. 1210 PG. 124
-P.B. P-41 PG. 519
-TAX MAP NUMBER: 035-00-01-023 PD
-COCONO TOWN SITE
- 2) ACRES SHOWN INCLUDES ALL RIGHTS OF WAY AND OR EASEMENTS.
- 3) THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY AND OR RESTRICTIONS THAT A CURRENT TITLE SEARCH MAY DISCLOSE.
- 4) THIS PROPERTY IS TO BE ACCESED THROUGH PROPERTY OWNED BY S.C. DEPT. OF P.R.T.



① IRS Det. Lett-

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAY 13 2003**

UPSTATE FOREVER
PO BOX 2308
GREENVILLE, SC 29602-0000

Employer Identification Number:
57-1070433
DLN:
17053088824083
Contact Person:
GARY L BOTKINS ID# 31463
Contact Telephone Number:
(877) 829-5500
Our Letter Dated:
December 1998
Addendum Applies:
no

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

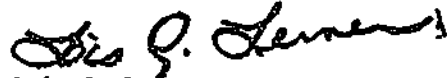
Letter 1050 100/001

UPSTATE FOREVER

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,



Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements



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Affidavit

I hereby attest and affirm as follows:

1. I am the Land Conservation Manager of Upstate Forever, the eligible recipient and applicant for a grant for the Oconee County Conservation Bank to acquire a conservation easement on the tracts described in the application submitted herewith.
2. I have delivered written notification of the application to the owners of all properties that adjoin the tracts that are the subject to the application.
3. I have delivered written notification of the application to the owner of the property subject to the application and notified the landowner:
 - a. that interests in land purchased with trust funds results in a permanent conveyance of such interests in land from the landowner to the eligible trust fund recipient or its assignees, and
 - b. it may be in the landowner's interest to retain independent legal counsel, appraisals and other professional advice.

Chris Starker
Chris Starker

Katherine P. Hottel
Sworn to before me this 29
day of January, 2018

Notary Public for South Carolina
My commission expires: 10/29/2025





January 25, 2018

Todd Farms Family Limited Partnership
Alice Butker, Trustee
1936 Silvastone Drive
Decatur, GA 30033

Dear Ms. Butker,

I am excited to share with you news that your neighbor is applying to the Oconee County Conservation Bank (OCCB) to preserve the natural habitat and cultural and historical resources of the Oconee Town tract adjacent to Oconee Station in perpetuity. We are helping with the application to the OCCB Board and are in the process of preserving this beautiful property for the landowner. Getting to know this area of Oconee more, we are very interested in helping other interested landowners to preserve their property as well.

As you may know, many benefits exist to landowners and their community from maintaining natural areas. One way to do this is by securing a conservation easement. Furthermore, easements can help landowners reduce tax burdens from a wide range instances. Some of the landowners we have worked with enjoyed the decreased market value from the easement so they could transfer ownership to their children without a large tax liability. Other landowners have been successful in attracting grant funds to help them through the easement process with little money of their own being used. We're here to help for those considering this process.

We like to work with landowners that may find themselves in a myriad of status, but want to save their land for future generations. The Oconee County Conservation Bank funding is limited, but we look forward to helping landowners protect their property for future generations.

If you are interested in considering protecting your land or about the proposed OCCB application, please feel free to contact me at (864) 250-0500 at extension 15, or by email at cstarker@upstateforever.org.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Chris Starker', is written over a light blue horizontal line.

Chris Starker
Land Conservation Manager



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January 25, 2018

Janice Jordan
465 Oconee Station Road
Walhalla, SC 29691

Dear Ms. Jordan,

I am excited to share with you news that your neighbor is applying to the Oconee County Conservation Bank (OCCB) to preserve the natural habitat and cultural and historical resources of the Oconee Town tract adjacent to Oconee Station in perpetuity. We are helping with the application to the OCCB Board and are in the process of preserving this beautiful property for the landowner. Getting to know this area of Oconee more, we are very interested in helping other interested landowners to preserve their property as well.

As you may know, many benefits exist to landowners and their community from maintaining natural areas. One way to do this is by securing a conservation easement. Furthermore, easements can help landowners reduce tax burdens from a wide range instances. Some of the landowners we have worked with enjoyed the decreased market value from the easement so they could transfer ownership to their children without a large tax liability. Other landowners have been successful in attracting grant funds to help them through the easement process with little money of their own being used. We're here to help for those considering this process.

We like to work with landowners that may find themselves in a myriad of status, but want to save their land for future generations. The Oconee County Conservation Bank funding is limited, but we look forward to helping landowners protect their property for future generations.

If you are interested in considering protecting your land or about the proposed OCCB application, please feel free to contact me at (864) 250-0500 at extension 15, or by email at cstarker@upstateforever.org.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Chris Starker'.

Chris Starker
Land Conservation Manager



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January 25, 2018

Mac Stone, Executive Director
Naturaland Trust
148 River Street, Suite 110
Greenville, SC 29601

Re: Oconee County Conservation Bank grant application

Dear Mr. Stone:

It continues to be a pleasure working with you and your organization to provide a conservation easement for your property. I wanted to inform you we are pursuing an opportunity to apply to the Oconee County Conservation Bank (OCCB) for a grant to help with costs associated with applying the conservation easement on your property.

As part of the grant application process, I am compelled to inform you of two important points:

- Interests in land purchased with OCCB funds result in a permanent conveyance of such interests in land from the landowner to the Eligible OCCB Recipient (Upstate Forever) and its assignees; and
- It may be in the landowner's (Naturaland Trust) interest to retain independent legal counsel, perform appraisals, create surveys, and seek other professional advice;

I look forward to continue working with you through this process. Of course, if you have any immediate questions, please feel free to contact me at 864 250-0500 x 15 or by email at cstarker@upstateforever.org.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Chris Starker'.

Chris Starker
Land Conservation Manager

**Upstate Forever
Landowner Notification Acknowledgment**

Through this document, Upstate Forever is providing me with important information relevant to the process of negotiating, drafting, signing, and recording a conservation agreement in order to permanently protect my 53.68 acre tract in Oconee County, as well as information on tax deductions that might be associated with such transactions.

I understand and acknowledge the following:

- 1) Upstate Forever cannot provide me with any legal, tax, or financial advice and it is in my best interest to consult with an attorney and tax or financial advisor about the transaction.
- 2) I must demonstrate that I am the rightful owner of the property and have the authority to enter into a conservation agreement by providing clear title that will support the validity and enforceability of the conservation agreement. If there is a mortgage, I will need to discuss as soon as possible with the mortgage lender the steps to make the mortgage subordinate to the conservation agreement. If a clear plat of the property does not exist, a new survey may be required.
- 3) If necessary, I will obtain and pay for one or more of the following services: professional advisors (attorney, or tax or financial advisor); attorney's title opinion / title insurance; qualified appraisal; survey; and environmental assessment.
- 4) Upstate Forever and/or a third-party will prepare a baseline documentation report prior to closing to document the condition of the property as necessary for future compliance monitoring. I will be asked to review and sign a copy of the baseline documentation report. Upstate Forever monitors each property annually and will create and maintain documentation of each inspection.
- 5) If I plan on claiming a tax deduction or state tax credits for the donated portion of my conservation easement, I am responsible for satisfying the appraisal requirements of the Internal Revenue Code and relevant state laws. An appraisal or valuation letter by an appraiser is required at the time of application to the South Carolina Conservation Bank, and a complete appraisal is required before a check can be issued. Also, the appraisal must list Upstate Forever and the South Carolina Conservation Bank as additional intended users. The appraiser must be selected from the Approved Appraiser List provided by the South Carolina Conservation Bank, and the desired appraiser must be approved by the Executive Director of the South Carolina Conservation Bank before the appraisal is ordered. Upstate Forever does not offer any assurance as to the validity of any tax deduction or tax credit that I may claim. In addition, Upstate Forever will not knowingly participate in a project if it has significant concerns about a tax deduction.

Landowner Initials: 

6) The IRS has increased review and scrutiny of tax returns involving conservation agreements and it is my responsibility to make sure all IRS requirements are satisfied in order to claim a tax deduction or credit. Among other requirements, I will discuss with my advisers:

- The "qualified appraisal" by a "qualified appraiser" is required to be dated no earlier than 60 days before the closing of the conservation agreement and no later than the date my taxes are filed. The appraiser I use must follow the Uniform Standards of Professional Appraisal Practice.
- The appropriate forms I must prepare for claiming tax deductions or credits, including IRS Form 8283 and/or state tax forms. If the donation is in excess of \$500,000, the full appraisal must be submitted with the tax return.

7) Upstate Forever will need to be provided with a copy of the final appraisal to retain for its records and will need at least five business days to complete review. I am responsible for preparing IRS Form 8283, including a supplemental statement, and obtaining the signatures of all appraiser(s) prior to requesting signature by Upstate Forever. Although it will review and typically sign an IRS Form 8283, Upstate Forever cannot assure the accuracy of the appraisal and reserves the right decline signing the form if (1) all information required by the form has not been provided, or is inaccurate, (2) the Appraiser has not signed the form, (3) the appraisal clearly does not comply with applicable law and regulation, or (4) the appraisal is determined by Upstate Forever to be grossly excessive.

8) I am responsible for paying Upstate Forever's processing fee of twenty-five (25) percent of the total estimated cost of staff time prior to Upstate Forever undertaking substantial work on my project and, at closing, the remaining seventy-five (75) percent. I will be responsible for paying closing costs.

9) I further understand and recognize that Upstate Forever asks all donors of conservation agreements for a voluntary contribution to meet the stewardship needs of Upstate Forever's Land Trust Program. Those restricted funds are used to assist Upstate Forever in covering the costs of long-term monitoring, enforcing and defending its conservation agreements. I will seriously consider making a contribution to that fund.

This acknowledgment does not impose a binding obligation on me to enter into a conservation agreement.

Acknowledged:

Mac Stone
(Printed Name)

01/29/18
(Date)


(Signed Name)



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January 29, 2018

Mac Stone, Executive Director
Naturaland Trust
148 River Street, Suite 110
Greenville, SC 29601

Re: Oconee Station Stewardship Endowment Request

Dear Mr. Stone:

As discussed in a previous meeting and as outlined in the Landowner Notification Acknowledgment, Upstate Forever asks all donors of conservation agreements for a contribution to meet the stewardship requirements of our Land Trust Program to manage the conservation easement for your property. Those restricted funds are used to assist Upstate Forever in covering the costs of long-term monitoring, as well as enforcing and defending its conservation agreements.

The amount needed to achieve this purpose is carefully calculated and is based on the estimated amount needed in the endowment fund to generate the annual cost of stewardship for your property. Factors such as number of reserved rights and the total number of times your property may be subdivided (and thus the potential number of future owners) are considered. Should the terms of your conservation easement change after this date, we may reconsider our request amount (sometimes in your favor).

For your property we request \$9567.33. Please thoughtfully consider making this contribution. Typically, landowners either make this gift at closing or sign a three-year pledge at that time.

You have chosen to work with an accredited land trust, and one that takes a multi-layered approach to ensure the permanent protection of your land through best business practices. Of these, the most important is maintaining a healthy Stewardship Endowment Fund, which is why we need to ensure we have adequate funds in the account to fund stewardship and legal defense of every property we protect. We also have TerraFirma Conservation Defense Insurance.

Thank you for your consideration of this request. We deeply appreciate your commitment to conservation and the greatest gift you are making - the gift of placing a conservation easement on your amazing property.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chris Starker'.

Chris Starker
Land Conservation Manager

Upstate Forever
Oconee Town
Land Trust Stewardship Endowment Calculation

Annual Monitoring Expenses	Total Staff Time (in hours)	Direct Costs	Number of Trips	Total
Pre-Monitoring Staff Time	3			\$79.92
Monitoring Site Visit Staff Time	3			\$79.92
Post-Monitoring Staff Time	3			\$79.92
Monitoring Hard Costs (Camera/GPS/printing/mailing)		\$35.00		\$35
Travel Costs for Site Visit (includes mileage and staff time)			1.2	\$144.12
Annual Cost				\$418.88

Annual Landowner Relations	Total Staff Time (in hours)	Direct Costs	Number of Trips	Total
Cost of annual relations per landowner	1	\$5.00		\$31.64
Total Number Subdivisions Permitted				0.00
Total Cost of Annual Landowner Relations				\$0.00

Negotiations for Violations (Those resolved without litigation)	Total Staff Time (in hours)	Direct Costs	Number of Trips	Total
Legal and Consulting Expenses		\$2,000.00		\$2,000.00
Staff time	20			\$532.80
Travel Costs for Site Visit (includes mileage and staff time)			2	\$240.20
Total projected Cost				\$2,773.00
Percentage Chance of Incurring Cost in any given year				0.05
Projected Annual Cost (Total Cost x Percentage Chance)				\$139

Cost of Reserved Rights	Total Staff Time (in hours)	Direct Costs	Number of Trips	Total
Total Reserved Rights requiring approval				5.25
Staff Cost Involved in Responding to Each Reserved Right Request	10		0.5	\$326.45
Likelihood of a Reserved Right Request In any given year (assuming all rights would be exercised at least once in a 20 year period).				0.2625
Annual Cost for Reserved Rights Request				\$85.69

Cost of Reserved Division Rights	Total Staff Time (in hours)	Direct Costs	Number of Trips	Total
Total cost of Annual Stewardship				\$643.22
Cost Per Subdivision (at 15% each)				\$96.48
Total Number of Additional Subdivisions Permitted (Cost of first already calculated)				0
Additional Cost for Subdivisions				\$0.00

Total Annual Stewardship Cost **\$643.22**

Amount Needed in Endowment Fund to Generate Annual Cost <i>Annual Cost/Rate of Inflation + Long Term Rate of Return</i>	\$7,567.33
Enforcement Fee	\$2,000
Total Endowment Requested:	\$9,567.33

IPaC

IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

Location

Oconee County, South Carolina



Local office

South Carolina Ecological Services

(843) 727-4707

(843) 727-4218

176 Croghan Spur Road, Suite 200
Charleston, SC 29407-7558

<http://www.fws.gov/charleston/>

Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population, even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act requires Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can only be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species¹ are managed by the [Ecological Services Program](#) of the U.S. Fish and Wildlife Service.

1. Species listed under the [Endangered Species Act](#) are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the [listing status page](#) for more information.

The following species are potentially affected by activities in this location:

Mammals

NAME

STATUS

Northern Long-eared Bat *Myotis septentrionalis*
No critical habitat has been designated for this species.
<https://ecos.fws.gov/ecp/species/9045>

Threatened

Flowering Plants

NAME

STATUS

Persistent Trillium *Trillium persistens*
No critical habitat has been designated for this species.
<https://ecos.fws.gov/ecp/species/3583>

Endangered

Small Whorled Pogonia *Isotria medeoloides*
No critical habitat has been designated for this species.
<https://ecos.fws.gov/ecp/species/1890>

Threatened

Smooth Coneflower *Echinacea laevigata*
No critical habitat has been designated for this species.
<https://ecos.fws.gov/ecp/species/3473>

Endangered

Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

THERE ARE NO CRITICAL HABITATS AT THIS LOCATION

Migratory birds

Certain birds are protected under the Migratory Bird Treaty Act¹ and the Bald and Golden Eagle Protection Act².

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats should follow appropriate regulations and consider implementing appropriate conservation measures, as described [below](#).

1. The [Migratory Birds Treaty Act](#) of 1918.
2. The [Bald and Golden Eagle Protection Act](#) of 1940.

Additional information can be found using the following links:

- Birds of Conservation Concern <http://www.fws.gov/birds/management/managed-species/birds-of-conservation-concern.php>
- Measures for avoiding and minimizing impacts to birds <http://www.fws.gov/birds/management/project-assessment-tools-and-guidance/conservation-measures.php>
- Nationwide conservation measures for birds <http://www.fws.gov/migratorybirds/pdf/management/nationwidestandardconservationmeasures.pdf>

The birds listed below are birds of particular concern either because they occur on the [USFWS Birds of Conservation Concern](#) (BCC) list or warrant special attention in your project location. To learn more about the levels of concern for birds on your list and how this list is generated, see the [FAQ](#) [below](#). This is not a list of every bird you may find in this location, nor a guarantee that every bird on this list will be found in your project area. To see maps of where birders and the general public have sighted birds in and around your project area, visit E-bird tools such as the [E-bird data mapping tool](#) (search for the name of a bird on your list to see specific locations where that bird has been reported to occur within your project area over a certain timeframe) and the [E-bird Explore Data Tool](#) (perform a query to see a list of all birds sighted in your county or region and within a certain timeframe). For projects that occur off the Atlantic Coast, additional maps and models detailing the relative occurrence and abundance of bird species on your list are available. [Links](#) to additional information about Atlantic Coast birds, and other important information about your migratory bird list can be found [below](#).

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, click on the PROBABILITY OF PRESENCE SUMMARY at the top of your list to see when these birds are most likely to be present and breeding in your project area.

NAME

BREEDING SEASON (IF A BREEDING SEASON IS INDICATED FOR A BIRD ON YOUR LIST, THE BIRD MAY BREED IN YOUR PROJECT AREA SOMETIME WITHIN THE TIMEFRAME SPECIFIED, WHICH IS A VERY LIBERAL ESTIMATE OF THE DATES INSIDE WHICH THE BIRD BREEDS ACROSS ITS ENTIRE RANGE. "BREEDS ELSEWHERE" INDICATES THAT THE BIRD DOES NOT LIKELY BREED IN YOUR PROJECT AREA.)

Bald Eagle *Haliaeetus leucocephalus*

This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. <https://ecos.fws.gov/ecp/species/1626>

Breeds Sep 1 to Jul 31

Blue-winged Warbler *Vermivora pinus*

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

Breeds May 1 to Jun 30

Cerulean Warbler *Dendroica cerulea*

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. <https://ecos.fws.gov/ecp/species/2974>

Breeds Apr 28 to Jul 20

Eastern Whip-poor-will *Antrostomus vociferus*

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Breeds May 1 to Aug 20

Kentucky Warbler *Oporornis formosus*

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Breeds Apr 20 to Aug 20

Prairie Warbler *Dendroica discolor*

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Breeds May 1 to Jul 31

Prothonotary Warbler *Protonotaria citrea*

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Breeds Apr 1 to Jul 31

Red-headed Woodpecker *Melanerpes erythrocephalus*

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Breeds May 10 to Sep 10

Rusty Blackbird *Euphagus carolinus*

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Breeds elsewhere

Wood Thrush *Hylocichla mustelina*

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Breeds May 10 to Aug 31

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in your project's counties during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is $0.25/0.25 = 1$; at week 20 it is $0.05/0.25 = 0.2$.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

Breeding Season (■)

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the counties of your project area. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

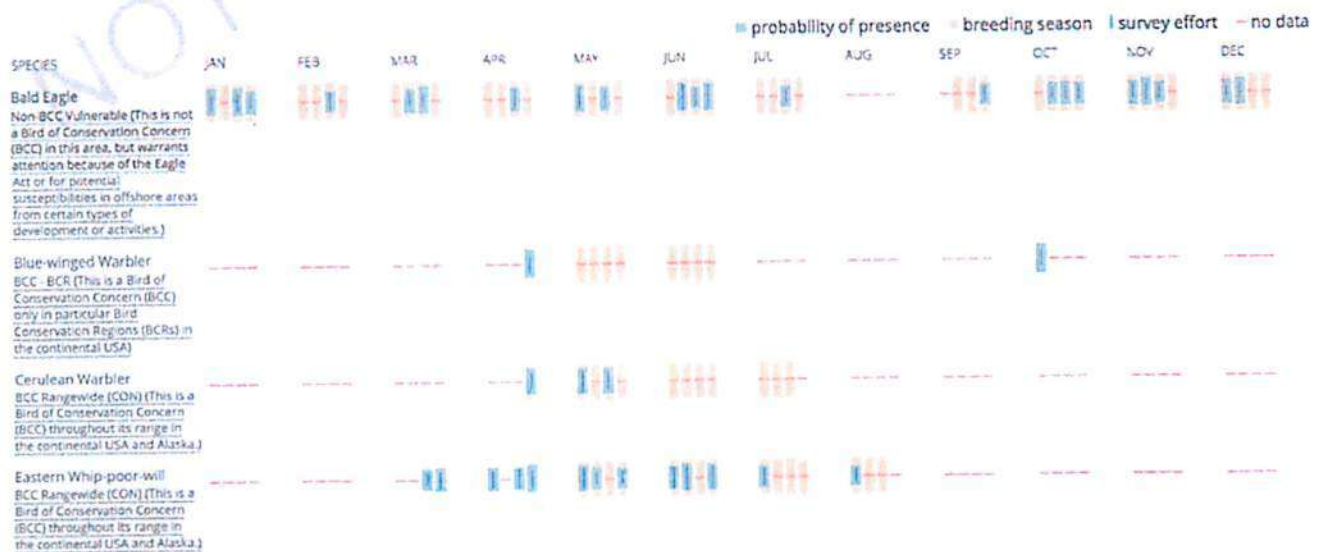
To see a bar's survey effort range, simply hover your mouse cursor over the bar.

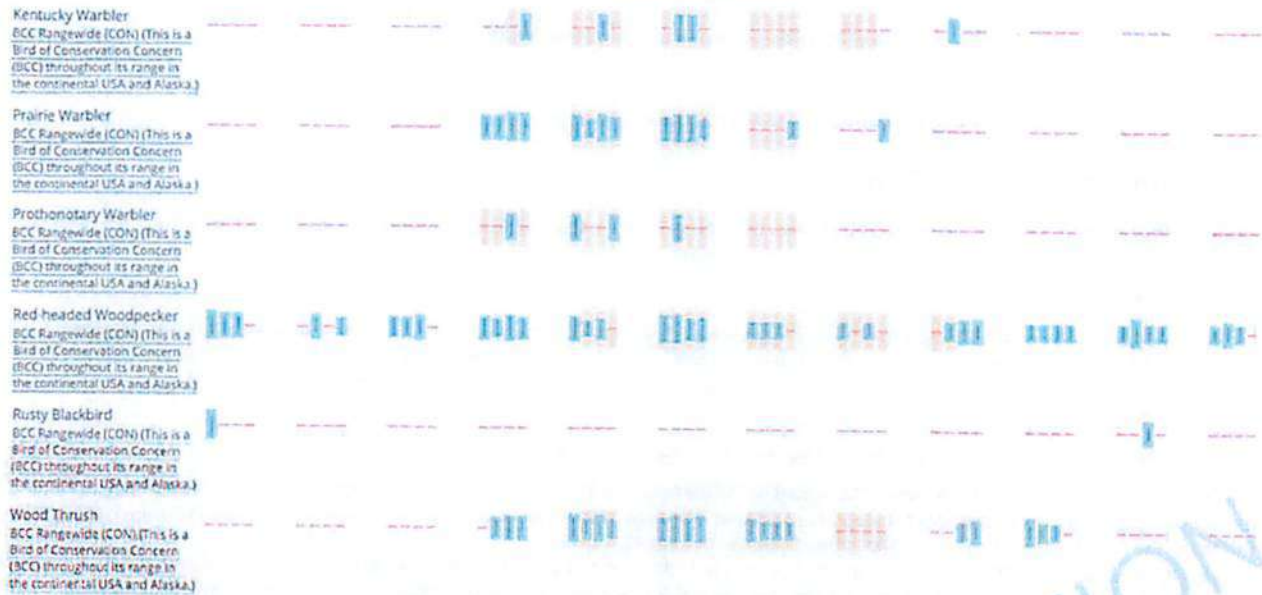
No Data (-)

A week is marked as having no data if there were no survey events for that week.

Survey Timeframe

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information.





Tell me more about conservation measures I can implement to avoid or minimize impacts to migratory birds.

[Nationwide Conservation Measures](#) describes measures that can help avoid and minimize impacts to all birds at any location year round. Implementation of these measures is particularly important when birds are most likely to occur in the project area. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is a very helpful impact minimization measure. To see when birds are most likely to occur and be breeding in your project area, view the Probability of Presence Summary. [Additional measures](#) and/or [permits](#) may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the migratory birds potentially occurring in my specified location?

The Migratory Bird Resource List is comprised of USFWS [Birds of Conservation Concern \(BCC\)](#) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the [Avian Knowledge Network \(AKN\)](#). The AKN data is based on a growing collection of [survey, banding, and citizen science datasets](#) and is queried and filtered to return a list of those birds reported as occurring in the counties which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle ([Eagle Act](#) requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the [E-bird Explore Data Tool](#).

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the [Avian Knowledge Network \(AKN\)](#). This data is derived from a growing collection of [survey, banding, and citizen science datasets](#).

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering, migrating or present year-round in my project area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating or year-round), you may refer to the following resources: The [The Cornell Lab of Ornithology All About Birds Bird Guide](#), or (if you are unsuccessful in locating the bird of interest there), the [Cornell Lab of Ornithology Neotropical Birds guide](#). If a bird entry on your migratory bird species list indicates a breeding season, it is probable that the bird breeds in your project's counties at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are [Birds of Conservation Concern \(BCC\)](#) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the [Eagle Act](#) requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to try to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially eagles and BCC species of rangewide concern. For more information on conservation measures you can implement to help avoid and minimize migratory bird impacts and requirements for eagles, please see the FAQs for these topics.

Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the [Northeast Ocean Data Portal](#). The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the [NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf](#) project webpage.

Bird tracking data can also provide additional details about occurrence and habitat use throughout the year, including migration. Models relying on survey data may not include this information. For additional information on marine bird tracking data, see the [Diving Bird Study](#) and the [panotag studies](#) or contact [Caleb Spiegel](#) or [Pam Long](#).

What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to [obtain a permit](#) to avoid violating the BGEPA should such impacts occur.

Facilities

National Wildlife Refuge lands

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the Individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS AT THIS LOCATION.

Fish hatcheries

THERE ARE NO FISH HATCHERIES AT THIS LOCATION.

Wetlands in the National Wetlands Inventory

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

THERE ARE NO KNOWN WETLANDS AT THIS LOCATION.

Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tubercid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.



Bottomlands of Oconee Town property.



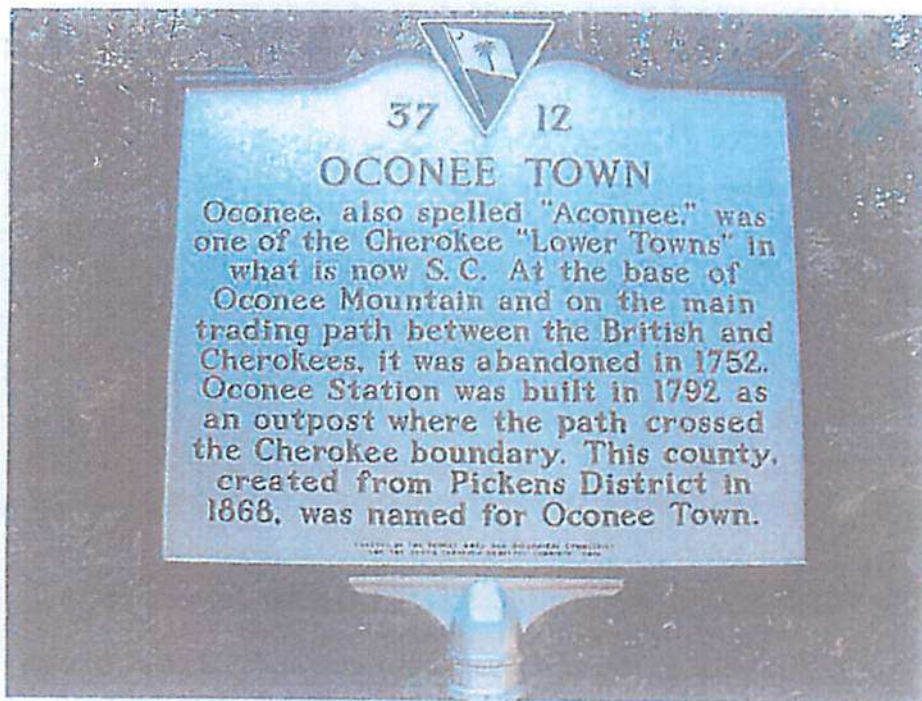
Oconee Creek near Oconee Town property.



View of the Blue Ridge Mountains from Oconee Town.



View of Tamassee Knob from Oconee Town.



OCONEE TOWN PROJECT

Research information assembled by
Oconee Arts and Historical Commission.

lutherlye@bellsouth.net
864-710-9210

Narrative Summary:

The important cultural, historical, and archaeological significance of the Oconee Town site is without question, and the acquisition of this property by SCPRT would give the state of South Carolina a park with features that are unmatched by any other state or national park in the entire United States.

Oconee Station State Historic Site currently has the unique distinction of having a frontier outpost/trading post and an early pioneer homestead all at one site. If the historic Cherokee village site of Oconee Town were acquired and combined with the adjacent Oconee Station State Historic Site, the interpretation of that park could be expanded to include the important archaeological site of the Cherokee village that both Oconee Station and Oconee County were later named for

By adding the Oconee Town site to our park system we would then have a park that has an important Native American village site, a frontier outpost/trading post, an early pioneer (William Richards) homestead, plus waterfalls and hiking trails all in one park. No other park anywhere in the United States can offer that.

Oconee Town: a brief background

Oconee, in the northwestern corner of South Carolina, was one of the "lower towns" of the Cherokee nation. The Cherokee villages in South Carolina were lower in topographic elevation than the villages in the mountains of North Carolina and Tennessee, and were also closer to early pioneer settlements. Oconee was situated at the base of the Blue Ridge mountain escarpment and was the last of the lower towns to be passed through before crossing the mountains traveling from east to west on the Cherokee trading path between Charles Town and the Mississippi River.

There are at least twelve known variations in the spelling of the name "Oconee." As with the names of all early Cherokee towns, the English spelling was derived phonetically from local pronunciation. It seems possible that the great variety of spellings used by early journalists and mapmakers in writing the names of Cherokee towns resulted from varying pronunciation by different individuals or groups within the Cherokee complex.

Although the earliest written reference to Oconee Town was in the Francis Varnod census of Cherokee towns in 1721, there is much evidence available to demonstrate that it was inhabited much earlier. An archaeological survey conducted by the South Carolina Institute of Archaeology and Anthropology in 1972, and a recent (2009) archaeological excavation indicates that it was used as a seasonal campsite for thousands of years before it was a settlement. In 1730, Sir Alexander Cuming recorded that upon his arrival at Oconee there was "a Solemnity performing in the Town-House." The fact that Oconee had a town house (or council house) is indicative of Oconee's important standing, for the smaller villages did not have town houses.

The generations-long war between the Creeks and Cherokees burst into increased violence in the early 1750s with the consequence of most of the Cherokee lower towns being abandoned. Oconee was abandoned in 1752, never again to be reoccupied on a permanent basis. Its name, however, had been applied to the nearby mountain, and because the site of the town was on the main road to the important overhill town of Chota, it continued to be known for years to come.

When British Col. James Grant's army fought the Cherokees in 1761, his army camped for one night at the abandoned site of Oconee. Among the young soldiers serving under him on this expedition were Thomas Middleton, Henry Laurens, Andrew Williamson, Isaac Huger, Andrew Pickens, Thomas Sumter, William Moultrie, and Francis Marion, all of whom later played major roles in the American Revolution.

The noted botanist William Bartram in 1775 mentioned seeing "the ruins of the ancient Oconee Town." In 1792, a frontier outpost was constructed nearby and named "Oconee Station". When the War Between the States began in 1861, a unit of volunteers from this area adopted the name "Oconee Rifles." Later, when Pickens District was divided in 1868, the western part was named "Oconee County."

References about Oconee Town from historic records:

" From Keowee we went to Oconunny, being 12 miles, where I stayed at Mr. Dawie's (Indian Trader): Here I looked for Roots, Springs, Stones and Minerals, and found there a Solemnity performing in the Town-House, about the creation of a new King..."

Journal of Sir Alexander Cuming,
March 24, 1730

Capt. Richard Kent writes that "Keowee, Hywae (Little Hiwassee), and Oconee have made peace with the French."

South Carolina, Journal of Council,
April 11, 1746

Sunday, June 7 (1761) "The Army march'd from Fort Prince George; at about six we pass'd Keowee river, which reached to the middle, about 5 miles from there we passed another River, call'd the Little River which is Rocky, as also two Creeks at small distances which reach'd to the Knee. At Twelve we reach'd Oconunih Old Town (12Miles) formally a Cherokee settlement, but destroy'd by the Creeks. Here we encamp'd, or rather wigwam'd in a Square, having left our Tents behind, excepting two soldiers Tents of Canvas allow'd the Officers. This Place is well clear'd and is a fine Country. An Indian Track was seen by some of our Indians and closely persued, but he made his escape."

Monday, June 8 "We march'd about five, and about 2 Miles distance we reach'd Oconunih Mountain which is extremely high and about four Miles over, the prospect from it behind us was very extensive."

Journal of an Expedition to South Carolina,
(under the command of Col. James Grant)
Captain Christopher French
Dec. 22, 1760- Nov.14, 1761

"Now at once the mountains divide; and disclose to view the ample Oconee vale, encircled by a wreath of uniform hills; their swelling bases clad in cheerful verdure, over which issuing from between the mountains, plays along a glittering river, meandering through the meadows. Crossing these at the upper end of the vale, I began to ascend the Oconee mountain. On the foot of the hills are ruins of the ancient Oconee town."

William Bartram Journal,
May 1775, (p. 273)

INSTITUTE OF ARCHEOLOGY AND ANTHROPOLOGY
UNIVERSITY OF SOUTH CAROLINA
SITE SURVEY RECORD

68-1

- County: Oconee State: South Carolina Site No: 380C37
1. Site name: Oconee Town Project: Combes Independent Research
 2. Map reference: U.S.G.S. Walhalla, Quadrangle
 3. Type of site: Open site
 4. Cultural affiliation: Cherokee 18th Century
 5. Location: 3/4 mile east of Oconee Station on terrace 40 to 60' above river flood plane - currently under cultivation, NE side of Oconee Creek.
 6. Owner and address: J. N. Todd - Box 191, Coral Gables, Fla. 33134
 7. Previous owners: Unknown
 8. Tenant: J. T. Cowen
 9. Informants: None
 10. Previous designations for site: None
 11. Site description: This site is no doubt the site of Oconee Town. It is located on a high terrace above the flood plain of Oconee Creek and covers easily 6 - 8 acres. The majority of this site is at this time cultivated; however, some of the site is still in woods.
 12. Position of site and surroundings: See items 5 & 11.
 13. Area of occupation: 6 to 10 acres.
 14. Depth and character of fill: About 12" of plow zone primarily.
 15. Present condition: Farmed - some erosion.
 16. Previous excavations and reports: None
 17. Material collected: Good size sherd collection was made; some early historic items, i.e. pipestems, wine bottle glass, iron pot fragment, gun flint, etc.
 18. Material observed: None
 19. Material reported and owner: None
 20. Recommendations for further work: This site should be tested for architectural features.
 21. Photograph Nos: _____
 22. Maps of site: _____
 23. Additional remarks: This site may be driven to by going towards E. C. Cowen's house, turning right before going down his lane. Follow road down hill to flood plain, drive across bridge, and walk up bluff. See attached map.
 24. Recorded by: John D. Combes Date: December 29th & 30th, 1972

INSTITUTE OF ARCHEOLOGY AND ANTHROPOLOGY
UNIVERSITY OF SOUTH CAROLINA
SPECIMEN CATALOG

68-5

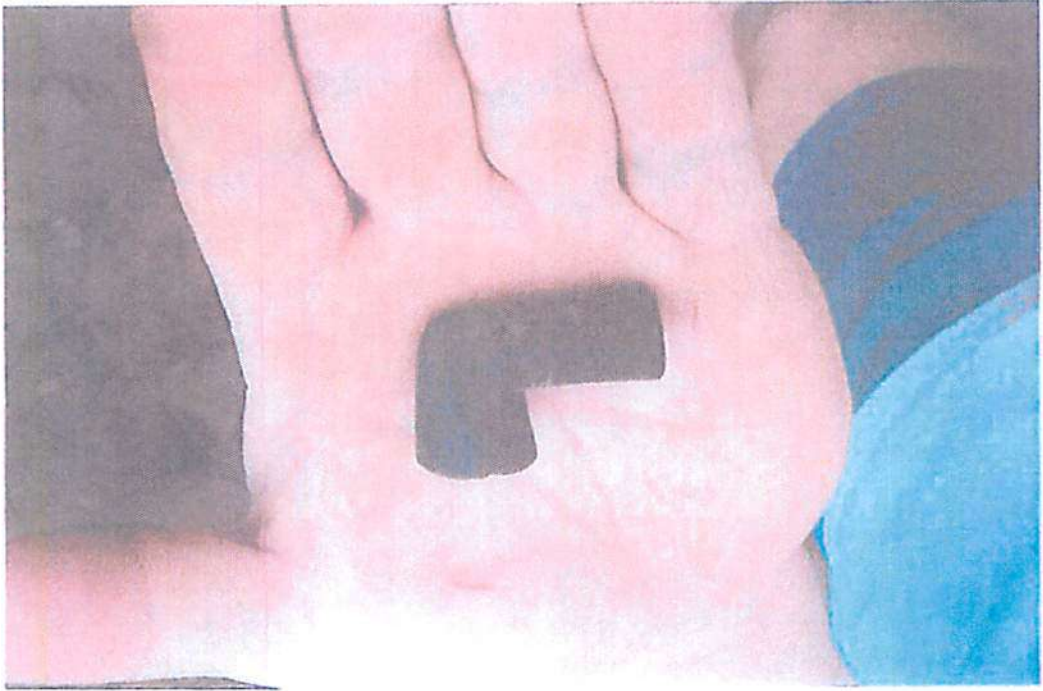
County: Oconee State: S.C. Site No: 38 Oc 37
Site Name: Oconee Town Project: _____

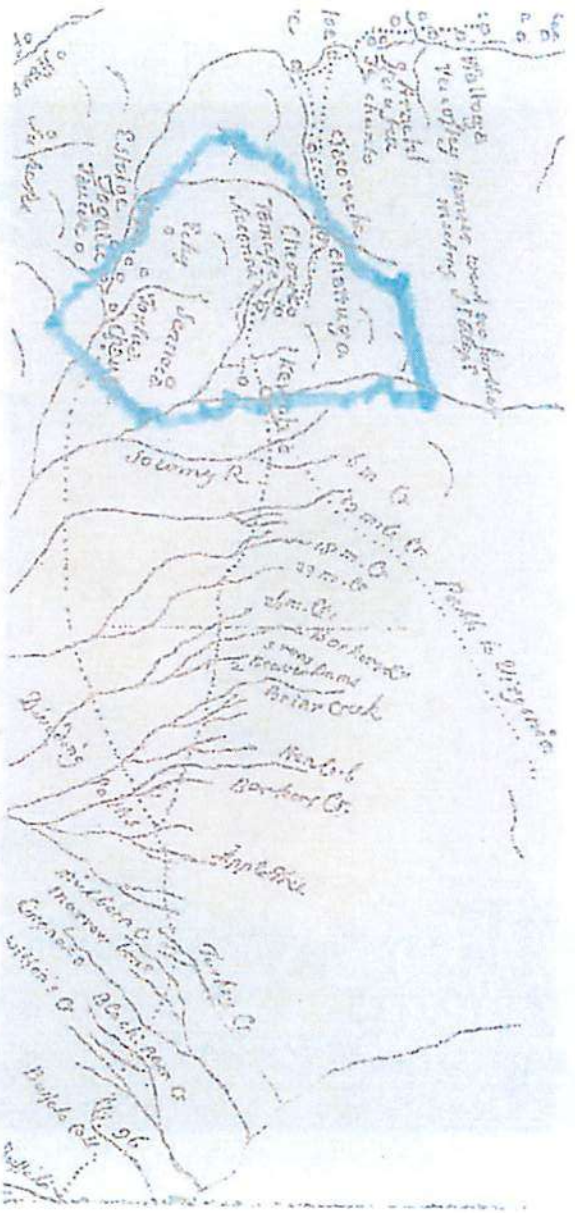
Catalog Number	Description	Excav. Unit	Vertical Locat.	Horizontal Location	Date Found
1	26 Quartz bifacially worked point & tool fragments			area "B"	
2	1 Iron wire fragment				
3	1 flat iron fragment				
4	1 gunflint				
5	1 Kaolin pipe stem fragment $\frac{5}{16}$ "				
6	3 Pottery rim sherds				
7	58 Pottery sherds (body)				
8	1 Hematite object fragment				
9	2 Glass - Green wine bottle frag.				
10	1 Shale - Frag.				
11	2 Kaolin - Pipe stem frag. $\frac{5}{16}$ "				
12	6 Quartz - Projectile point frag.				
13	81 Pottery - Rim frag.				
14	2 Hematite				
15	2 Pottery - Rim Sherds				
16	1 Glass - wine bottle base frag.			Area "A"	
17	3 Quartz bifacially worked				
18	2 Quartz - Projectile point frags.				
19	12 Pottery - body sherds				



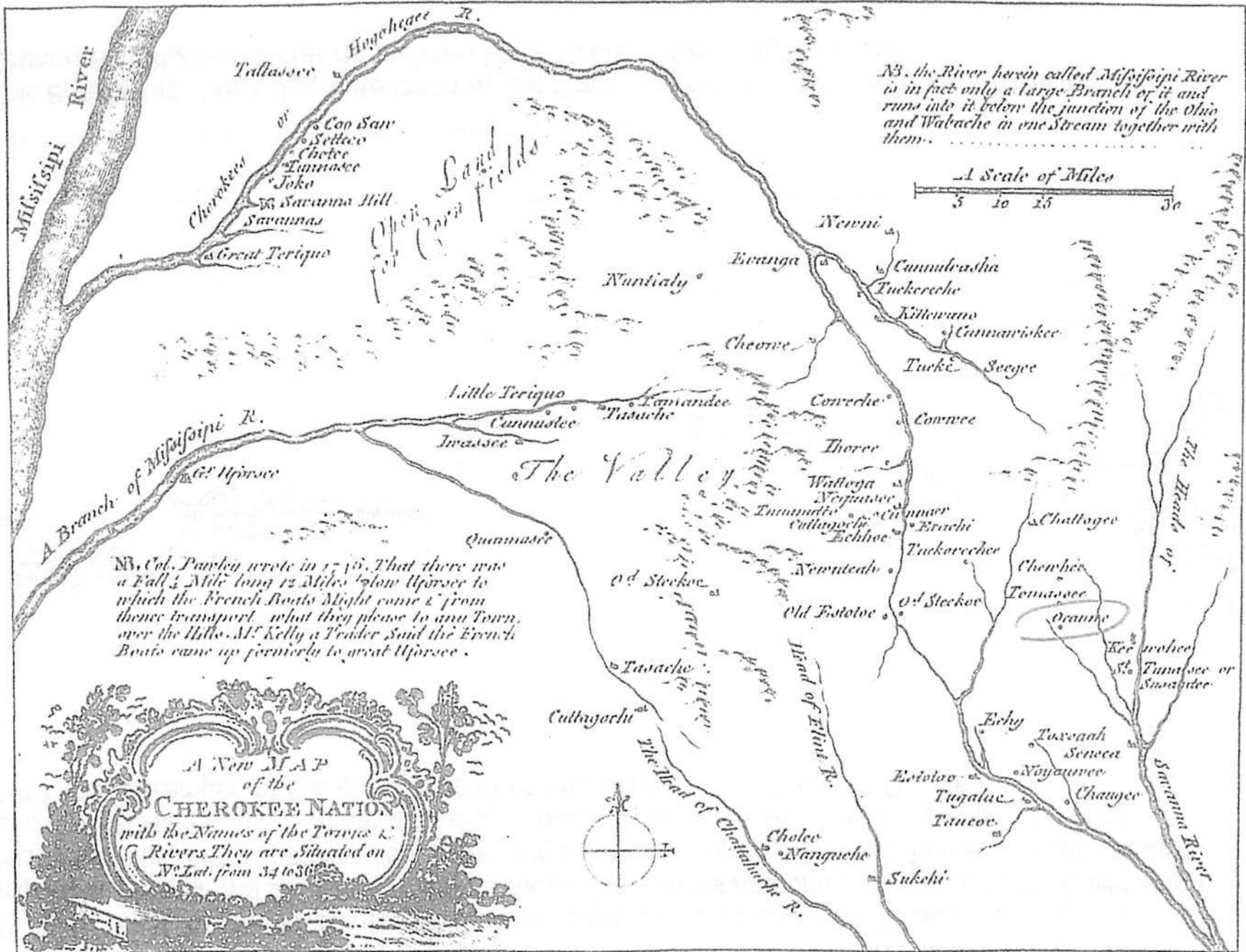
2007







This is part of the George Hunter Map of 1730, which was commissioned by the British government to show the location of the creeks, rivers and Cherokee villages along the Trading Path from Charles Town to the Mississippi River at that date. The outlined area defines what is now Oconee County. Acconni (Oconee) is the Cherokee village in the center of the outlined area.



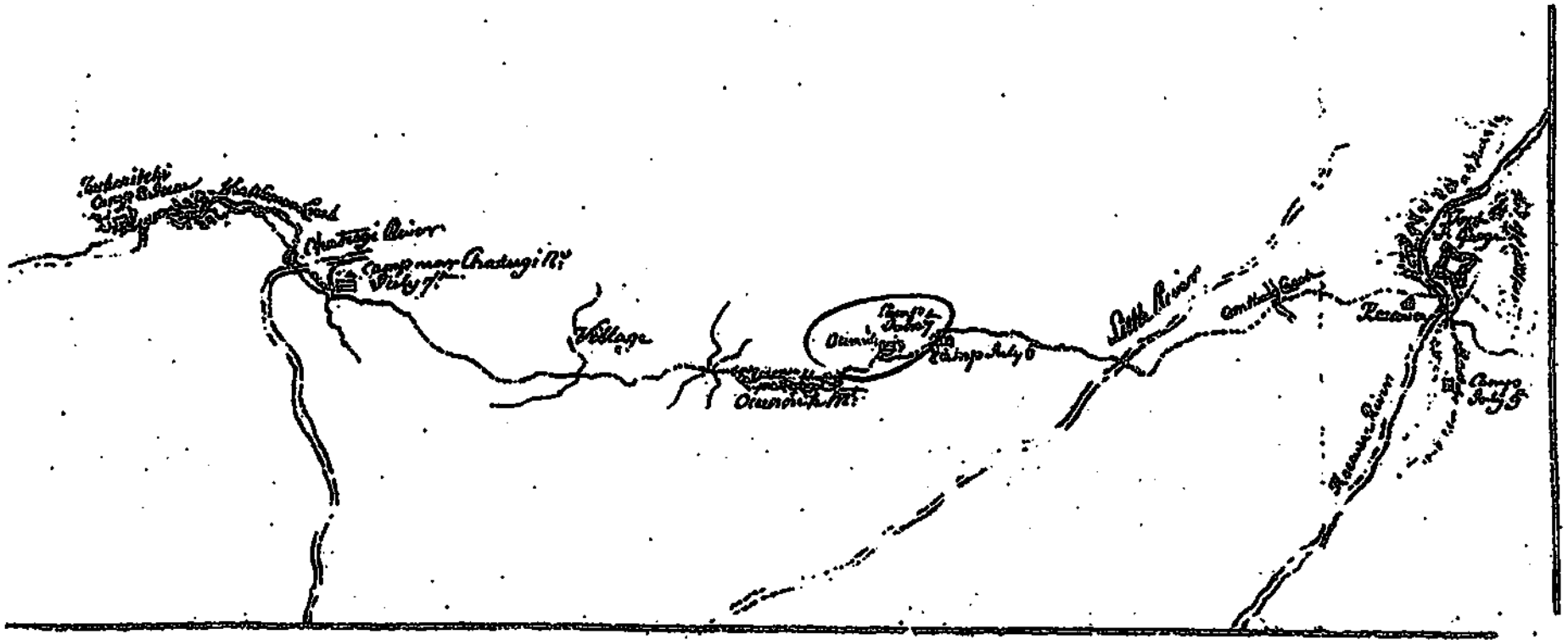
As the River herein called Mississippi River is in fact only a large Branch of it and runs into it below the junction of the Ohio and Wabache in one Stream together with them.

As Col. Parkey wrote in 1766. That there was a Fall 1/2 Mile long 12 Miles below Horsee to which the French Boats might come & from thence transport what they please to any Town over the Hills. Mr Kelly a Trader said the French Boats came up formerly to great Horsee.

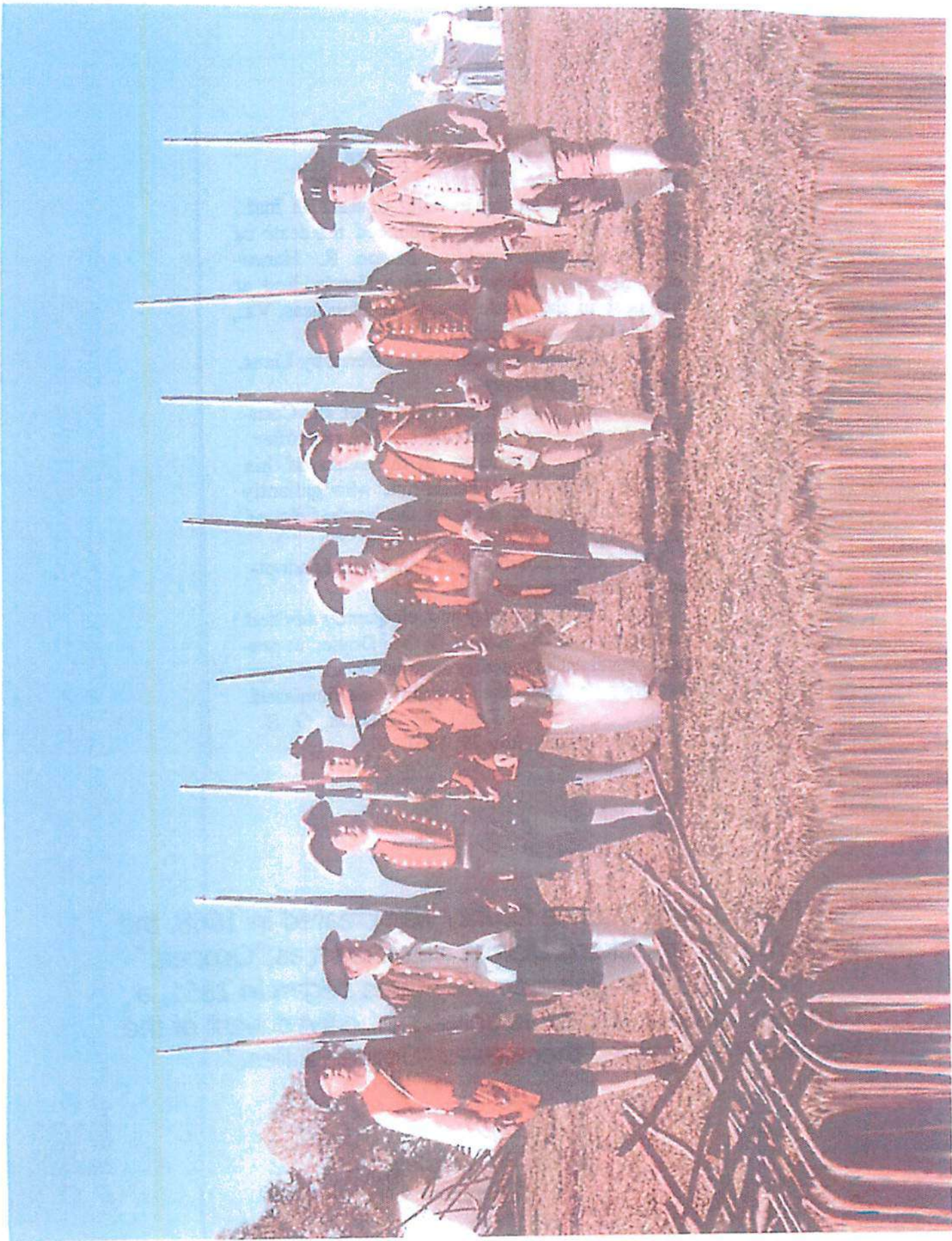
A New MAP of the CHEROKEE NATION with the Names of the Towns & Rivers They are Situated on N. Lat. from 34 to 36

Engraved from an Indian Draught by T. Kitchin.

In June-July, 1761, British Lieutenant-Colonel James Grant led an army of 2,800 men in a military expedition against the Cherokee nation. Among the men serving under him were Thomas Middleton, Henry Laurens, Andrew Williamson, Isaac Huger, Andrew Pickens, Thomas Sumter, William Moultrie, and Francis Marion, all of whom later played major roles in the American Revolution. On June 7, 1761 they encamped at the abandoned Cherokee village site of Ocunnih (Oconee).



This British map shows the route taken by the Grant expedition of 1761 through what is now Oconee County, SC. Right-of-center on the map is the Oconee (Ocunnih) Town site.



FOR THE KEOWEE COURIER.

"Oconee Rifles' " Sympathies

At roll-call on the evening of the 27th inst., Captain M. M. Norton announced the death of our beloved fellow-soldier, Milton R. Hunnicutt, jr., who nobly fell and gallantly died at his post in the battle fought at Manassas, Va., on the 21st July, inst.

The following resolution was offered by Lieut. Andrew H. Ramsay :

Resolved, That we, the members of this Company deeply sympathize with our fellow-soldier, Thomas W. Hunnicutt, in the death of his brother, Milton R. Hunnicutt, who gallantly fell at the post of duty on the battle-field of Manassas.

The above resolution was unanimously adopted by the Company.

After being earnestly and eloquently advised and requested, by Lieut. O. M. Doyle, to prepare ourselves as speedily as possible to avenge our friend's death, the Company was dismissed.

Dan'l. P. Robins, O. S.

Sandy Spring, July 29, 1861

Long before Oconee County was created in 1868, the western part of Pickens District was known as "Oconee."

When the War Between the States began in 1861, a company of Confederate volunteers who lived west of the Keowee River named themselves "Oconee Rifles."



3 December 2009

To whom it may concern,

I write to support efforts to preserve the site of Oconee Town through purchase by, or donation to, the State of South Carolina as a site significant to our state heritage and history.

Oconee Town is located in Oconee County, South Carolina. It was an important Cherokee village in the mid-18th century, located on the Cherokee trading path and situated about halfway between Keowee Town and Chattooga River. It stood at the base of Oconee Mountain and the site was at the intersection of the trading path and the Cherokee treaty line of 1777.

The village was destroyed by the Creek Indians in 1752 and was abandoned that year, but the ruins of Oconee Town were still evident in May of 1775 when William Bartram passed through the area: "... I began to ascend the Oconnee mountain. On the foot of the hills are the ruins of the ancient Oconnee town" (Bartram's Journal, part 3, chapter 3). During the British-Cherokee War, the site was used as a military campsite in the expeditions of both Col. Montgomery in 1760, and Col. Grant in 1761 on their campaigns against the Cherokee. In 1792, Oconee Station was constructed adjacent to the site of Oconee Town and was named accordingly.

A recent archaeological effort at the site of Oconee Town led by myself during my previous employment with the South Carolina Institute of Archaeology and Anthropology, University of South Carolina, recovered a pewter button, glass, and a steel tomahawk indicative of trade and interaction between the Cherokee of Oconee Town and the British. Additional data in the form of stone tools indicates that the site was probably used as a seasonal campsite for thousands of years by Archaic and Woodland peoples.

Oconee County was named for Oconee Town when it was formed in 1868. The site is culturally and historically important to Oconee County and the State of South Carolina, and I strongly support efforts to bring it under State ownership.

Sincerely,

Christopher Ohm Clement, Ph.D.

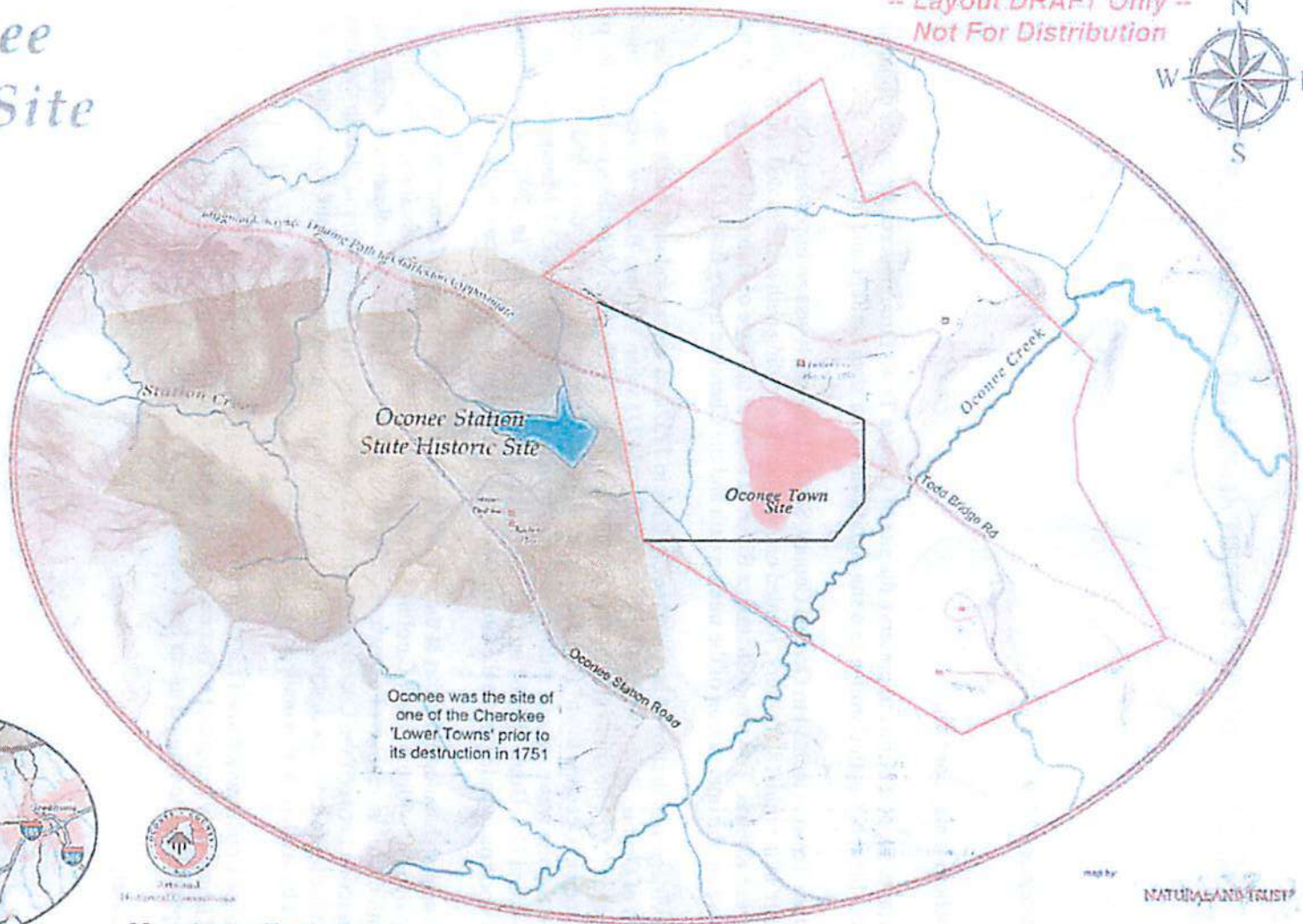
Oconee Town Site

-- Layout DRAFT Only --
Not For Distribution



in Oconee County,
South Carolina

 Todd Farm



Oconee National Commission

Upstate Forever

©2009

0 0.125 0.25 0.5 Miles



Officers of the South Carolina Regiment in the Cherokee War, 1760-61
Source: *The South Carolina Historical and Genealogical Magazine*, Vol. 3, No. 4 (Oct., 1902), pp. 202-206
Published by: [South Carolina Historical Society](#)
Stable URL: <http://www.jstor.org/stable/27575003>
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OFFICERS OF THE SOUTH CAROLINA REGIMENT
IN THE CHEROKEE WAR, 1760-61.

[About the middle of the eighteenth century the settlement of the Up-Country of South Carolina began, and it was not very long after settlements had been established before they began to suffer from deprivations of the Cherokee Indians living in the northern part of the Province. Hostilities commenced in 1759 and Governor Lyttelton in person led an expedition against them and arranged a treaty, which was soon broken by the Indians. Col. Montgomery, with two regiments of British regulars and some South Carolina militia and volunteers, next marched against the Cherokees in the spring of 1760 and reduced their towns and villages in the valley of the Keowee to ashes, but returned to Charles Town without completing the conquest. In the spring of 1761 another expedition, under Col. James Grant, was sent against the Cherokees, and this expedition so humbled them that it was fifteen years before they gave any more trouble. To assist the regulars in that expedition the Province of South Carolina raised a regiment. The following record of the appointment by Lieutenant-Governor Bull of the officers of that regiment is taken from the records of the Probate Court of Charleston County, Book 1758-63, pp. 305 to 307, inclusive.]

South Carolina,¹

By the Honourable William Bull Esq: Lieut
Gov: and Commander in Chief in & over the s^d Pro^{ve}
To Thomas Middleton Esq:

¹ In the upper left hand corner of the recorded copy of the commission (the original of which was given to Col. Middleton, of course) a rough sketch of Gov. Bull's arms is given as the seal used on the commission. The arms there depicted are the same as those shown on the Bull monument at Ashley Hall, with the same motto: *Ducit Armor Patriæ*. In the right upper corner of the 'scutcheon is the crescent indicating a younger son.

Whereas in the present situation of affairs, it is thought necessary for the immediate protection of the several Inhabitants of this province, to raise a Regiment of Foot, to consist of one thousand men besides officers into which, the three provincial Companies, called the Buffs, are to be Incorporated, as part of the said Regiment. And reposing especial Trust and Confidence in the Loyalty Courage and Good Conduct of you the said Thomas Middleton, have commissioned, constituted and appointed, and by these presents Do commission, Constitute and Appoint you the said Thomas Middleton to be Colonel of the said Regiment: which said Regiment you are to Lead, Train, Muster and exercise, according to Military discipline. And you are to follow and observe all such orders and Instructions as you shall, from time to time, receive from me or the Commander in chief for the time being; according to the Rules and discipline of War, and in pursuance of the Trust hereby reposed in you, and all Inferior officers and soldiers belonging to the said Regiment, are hereby strictly required & commanded to obey you as Colonel of the same.

This Commission to continue during Pleasure.

Given under my Hand and Seal at Charles Town
this sixteenth day of Septem^r: Anno Domini 1760.
and in the Thirty fourth year of His Majesty's
Reign.

W^m Bull

By his Honour's Command

W^m Murray Depy Secy

Commission from His Honor the Lieut Governor, To Henry Laurens Esq^r: to be Lieut Colonel of the said Regiment, ut supra, dated the Sixteenth day of Sept^r: 1760.

Commission, from His Honor the Lieutenant Governor, To John Moultrie Esq^r: to be Major of the said Regiment, ut supra, dated the 16th day of Septem^r: 1760.

Commission from His Honour The Lieutenant Governor, To

Joseph Loyd to be Quarter-master of the said Regiment, ut supra, dated, the sixteenth day of Septem^r 1760.

Commission from His Honour the Lieutenant Governor To Peter Bacot to be Pay-Master of the said Regiment, ut supra, dated, the sixteenth day of Septemb^r 1760.

Commission from His Honor the Lieutenant Governor To John Grenan to be Captain of a Company in the said Regiment, ut supra, dated the nineteenth of Sept^r 1760.

Commission from His Honor the Lieut^t Governor To William Moultrie to be Captain of a Company in the said Regiment, ut supra, dated the 16th of Septem^r 1760.

Commission from His Honor the Lieutenant Gov^r To Owen Roberts, to be Captain of a Company in the said Regiment, ut supra, dated the 17th Septem^r 1760.

Commission, from His Honor The Lieutenant Governor, To Elias Vanderhorst to be Captain of a Company in the said Regiment, ut supra, dated the 20th of Septem^r 1760.

Commission from his Honor the Lieutenant Governor, to Thomas Bell to be Lieut^t of Cap^t John Grenan's Company in the s^d Regiment, ut supra, dated the 18th Sept^r 1760.

Commission from His Honor the Lt^t Gov^r to John Lloyd, to be Lieut^t in Company in the said Regiment, ut supra, dated the 19th Septem^r 1760.

Commission from His Honor the Lt^t Gov^r To Thomas Savage to be Lieut. in Comp^y in the said Reg^t, ut supra, dated the 20th of Sept^r 1760.

Commission from His Honor the Lt^t Governor, To Joseph Loyd to be Lieut^t of Company in the said Regiment, ut supra, dated the 21 Sept^r 1760.

Commission from His Honor the Lt^t Governor, To Andrew Williamson to be Lieut^t of Company in the said Regiment, ut supra, dated 22 Septem^r 1760.

Commission, from His Honor the Lt^t Gov^r To Joseph Levy to be Lieut^t of Company in the said Regiment, ut supra, dated 23 September 1760.

Commission from His Honor the Lieut^t Gov^r to James Cosch-

man, to be Lieut of Company in the said Regiment,
 ut supra, dated 24th Septemb: 1760.

Commission, from His Honor the Lieut Gov: To Francis
 Marion to be Lieuten: of Company in the said Regi-
 ment, ut supra, dated 25th Septem^r 1760.

Commission from His Honor the Lt Governor, To Josiah
 Tattenell to be Lieut of Company in the said Regi-
 ment, ut supra, dated the 16 of Sept: 1760.

Commission from His Honour the Lieut Governor to Jerenuiah
 Terry to be Lieut of Company in the s^d Reg: ut
 supra, dated the 26 of Septem: 1760.

Commission from His Honor the Lt Governor to David Bailey
 to be Ensign of Company in the s^d Regiment ut
 supra, dated the 19th Sept: 1760.

Commission from His Honor the Lt Governor to John
 Mathews to be Ensign of Comp: in the said Regiment
 ut supra, Dated the 20th Sept: 1760.

Commission from His Honor the Lieut Governor to Thomas
 Vanderdussen to be Ensign in Comp. in the said
 Regiment, ut supra, dated 21st Sept^r 1760.

Commission from His Honor the Lieut Gov: To Will^m Ward
 Croethwaite to be Ensign of Company in the s^d Regi-
 ment ut supra dated 24th Sept^r. 1760.

Commission from His Honor the Lieut Governor To William
 Mason to be Lieutenant of Company in the said
 Regiment, ut supra, dated the 3^d October 1760.

Commission, from His Honor The Lieut Governor To William
 Pattridge to be Lieut of Company in the said Regi-
 ment, ut supra, dated the 4th October 1760.

Commission from His Honor The Lt Governor To Moses
 Thomson to be Lieutenant of Cap^t John Greman's Company
 in the s^d Regim: ut supra, dated the 6th October 1760.

Commission from His Honor The Lt Governor To Bellamy
 Crawford To be Ensign of Company in the said
 Regiment, ut supra, dated 25 Sept: 1760.

Commission from his Honor the Lieut Governor To John

Creighton to be Cap: Lieuten: in Co: Middleton's Company in the said Regiment, ut supra dated the 8th Oct: 1760.

Commission from His Honor the Lieut Governor to James Conner to be Ensign in Company in the said Regiment ut supra, dated October 1760.

Commission from His Honor the Lieut Governor to John Remington to be Lieutenant of Company in the said Regiment ut supra, dated October 1760.

Commission from His Honor the Lieuten: Governor to Thomas Lennon to be Lieut: of Cap: Grenan's Comp: in the Room of Moses Thomson, in the said Regt ut supra dated the 10th October 1760.

Commission from His Honor the Lieut Governor to Benja: Ward to be Ensign of Company in the said Regiment, ut supra, dated 28th Sept: 1760.

D: To D: to be Surgeon's Mate in the said Regt ut supra, dated 13th Oct: 1760.

Commission from His Hon: The L: Gov: To John Blamyre to be Captain of a Company in the said Regiment ut supra, dated the seventh day of Octob: 1760.

Commission from His Hon: The Lieut Governor, to John Bell to be Lieut: of a Comp: Commanded by in the s^d Regiment ut supra, dated 7 Nov: 1760.

Commission from his Hon: the Lieut Governor to John Mathews to be Lieut of Company in the said Regiment ut supra dated 16 Novem: 1760.

Commission from His Honour the Lieutenant Governor To John Huger to be Ensign in Comp: in the said Regiment ut supra dated 12 Nov: 1760.

Commission from his Honour the L: Gov: To Loocock To be Surgeon to the said Regiment dated Tenth day of October 1760.

Com: from his Hon: the L: Gov: To Roger Kelsal to be Ensign in Company in the said Regt dated 26 Sept: 1760.

Theme (3): Development of the English Colonies, 1700-1775

Form 10-300
(July 1969)

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

NATIONAL REGISTER OF HISTORIC PLACES
INVENTORY - NOMINATION FORM

(Type all entries - complete applicable sections)

STATE: South Carolina	
COUNTY: Oconee	
FOR NPS USE ONLY	
ENTRY NUMBER 71.2.45.0029	DATE 2/24/71

1. NAME
COMMON:
Oconee Station and Richards House
AND/OR HISTORIC:

2. LOCATION
STREET AND NUMBER:
County road 95, off S. C. Hwy 11. (11 miles north of Walhalla to Picker
CITY OR TOWN:
Post: turn on S37-95 about 1-1/2 miles.
STATE: South Carolina CODE: 45 COUNTY: Oconee CODE: 37

3. CLASSIFICATION

CATEGORY (Check One)	OWNERSHIP	STATUS	ACCESSIBLE TO THE PUBLIC
<input type="checkbox"/> District <input type="checkbox"/> Site <input type="checkbox"/> Object <input checked="" type="checkbox"/> Building <input type="checkbox"/> Structure	<input type="checkbox"/> Public <input checked="" type="checkbox"/> Private <input type="checkbox"/> Both	<input checked="" type="checkbox"/> Occupied <input type="checkbox"/> Unoccupied <input checked="" type="checkbox"/> Preservation work in progress <input type="checkbox"/> In Process <input type="checkbox"/> Being Considered	Yes: <input checked="" type="checkbox"/> Restricted <input type="checkbox"/> Unrestricted <input type="checkbox"/> No
PRESENT USE (Check One or More as Appropriate)			
<input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial <input type="checkbox"/> Educational <input type="checkbox"/> Entertainment	<input type="checkbox"/> Government <input type="checkbox"/> Industrial <input type="checkbox"/> Military <input type="checkbox"/> Museum	<input type="checkbox"/> Park <input checked="" type="checkbox"/> Private Residence <input type="checkbox"/> Religious <input type="checkbox"/> Scientific	<input type="checkbox"/> Transportation <input type="checkbox"/> Comments

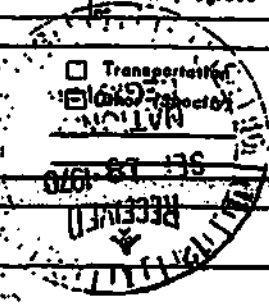
4. OWNER OF PROPERTY
OWNER'S NAME:
Edward M. Fearley
STREET AND NUMBER:
University of Florida
CITY OR TOWN:
Gainesville
STATE:
South Carolina
CODE:
45

5. LOCATION OF LEGAL DESCRIPTION
COURTHOUSE, REGISTRY OF DEEDS, ETC:
Oconee County County Courthouse
STREET AND NUMBER:
West Main Street
CITY OR TOWN:
Walhalla
STATE:
South Carolina
CODE:
45

6. REPRESENTATION IN EXISTING SURVEYS
TITLE OF SURVEY:
South Carolina Preliminary Survey of Historic Places
DATE OF SURVEY: 1969
DEPOSITORY FOR SURVEY RECORDS:
South Carolina Dept. of Archives and History
STREET AND NUMBER:
1430 Senate Street PO Box 11,188 Capitol Station 29211
CITY OR TOWN:
Columbia
STATE:
South Carolina
CODE:
45

SEE INSTRUCTIONS

FOR NPS USE ONLY
ENTRY NUMBER
DATE



DESCRIPTION

CONDITION	(Check One)					
	<input type="checkbox"/> Excellent	<input checked="" type="checkbox"/> Good	<input type="checkbox"/> Fair	<input type="checkbox"/> Deteriorated	<input type="checkbox"/> Ruins	<input type="checkbox"/> Unexcavated
	(Check One)			(Check One)		
	<input checked="" type="checkbox"/> Altered	<input type="checkbox"/> Unaltered		<input type="checkbox"/> Moved	<input checked="" type="checkbox"/> Original Site	

DESCRIBE THE PRESENT AND ORIGINAL (If known) PHYSICAL APPEARANCE

Oconee Station is a rectangular fieldstone building with gable roof with small windows in gable, wooden leanto porch with four supports in front of central main entrance. Both front casement windows, which were originally loopholes, are set high on either side of entrance and are four over four. Colonial batten doors and shutters. Shutters also have long iron strip hinges. Walls are two feet thick.

Interior has brick fireplaces, one on each floor, in large central chimney. In basement are old loom, spinning wheel, and bullet molds.

Richards House, adjacent to Oconee Station, has two stories and a basement, and is constructed of handmade brick laid in a combination of English and Flemish bond. House has fieldstone foundation, two-piece batten shutters with iron strip hinges, front facade entablature and leanto porch. Also has end chimneys.

Inside, house has two fireplaces on each floor. Brick parquet floor was recently discovered on ground floor, beneath about six inches of dirt. Second story floor is wood.

(single)

Both buildings have been restored for use as a summer home. Mortar has been added to the walls of Oconee Station and its interior has been redesigned to create bedrooms. The kitchen, living and dining rooms, etc. are housed in the Richards House.

SEE INSTRUCTIONS



SEE INSTRUCTIONS

3. SIGNIFICANCE

PERIOD (Check One or More as Appropriate)

<input type="checkbox"/> Pre-Columbian	<input type="checkbox"/> 16th Century	<input checked="" type="checkbox"/> 18th Century	<input type="checkbox"/> 20th Century
<input type="checkbox"/> 15th Century	<input type="checkbox"/> 17th Century	<input checked="" type="checkbox"/> 19th Century	

SPECIFIC DATE(S) (If Applicable and Known) 1760, 1805

AREAS OF SIGNIFICANCE (Check One or More as Appropriate)

<input type="checkbox"/> Aboriginal	<input type="checkbox"/> Education	<input type="checkbox"/> Political	<input type="checkbox"/> Urban Planning
<input type="checkbox"/> Prehistoric	<input type="checkbox"/> Engineering	<input type="checkbox"/> Religion/Philosophy	<input type="checkbox"/> Other (Specify)
<input checked="" type="checkbox"/> Historic	<input type="checkbox"/> Industry	<input type="checkbox"/> Science	_____
<input type="checkbox"/> Agriculture	<input type="checkbox"/> Invention	<input type="checkbox"/> Sculpture	_____
<input checked="" type="checkbox"/> Architecture	<input type="checkbox"/> Landscape Architecture	<input type="checkbox"/> Social/Humanitarian	_____
<input type="checkbox"/> Art	<input type="checkbox"/> Literature	<input type="checkbox"/> Theater	_____
<input type="checkbox"/> Commerce	<input checked="" type="checkbox"/> Military	<input type="checkbox"/> Transportation	_____
<input type="checkbox"/> Communications	<input type="checkbox"/> Music		_____
<input type="checkbox"/> Conservation			_____

STATEMENT OF SIGNIFICANCE

Oldest building in Oconee County, Oconee Station was erected before 1760 to afford the few settlers nearby a measure of protection against numerous Cherokee Indians in area. Last of three guardhouses built by Lt. Col. Archibald Montgomerie, who commanded English and Scottish troops in ill-starred 1762 attacks on Cherokees.

Building marks farthest point in South Carolina to which white settlers ventured prior to the Revolution, and is believed to have housed British soldiers, at least periodically, until after that war.

During the early 1800s the Indians used the building as a trading post. Later it became a storage place for furs, and then a residence.

The adjacent Richards house, constructed in 1805, is believed to be the first brick house built in the northwest corner of the state. It was erected by William Richards, one of three brothers who came to this area as soldiers under Col. Montgomerie, and decided to stay here after the Revolution. During the early 19th century the house served as a stagecoach stop.



9. MAJOR BIBLIOGRAPHICAL REFERENCES

Davis, Ted, "Place Names in and Around Walhalla." Names in South Carolina 12 (1965): 17.
 Julien and Milling, Beneath So Kind a Sky. Columbia, 1958.
 League, Paul, "Mountain Beauty of Greenville, Oconee, and Pickens Counties." Sandlapper, April, 1968, pp. 9-16.
 McFall, Pearl, So Lives the Dream. New York, 1953.
 McClure and Hodges, South Carolina Architecture: 1670-1970. Clemson, 1970.
 Pendleton District Historic and Recreational Commission, Arrows to Atoms. WPA, South Carolina: a Guide to the Palmetto State. New York, 1941.
 Doyle, Historic Oconee in South Carolina. Greenville, 1935.

10. GEOGRAPHICAL DATA

LATITUDE AND LONGITUDE COORDINATES DEFINING A RECTANGLE LOCATING THE PROPERTY			OR	LATITUDE AND LONGITUDE COORDINATES DEFINING THE CENTER POINT OF A PROPERTY OF LESS THAN TEN ACRES		
CORNER	LATITUDE	LONGITUDE		LATITUDE	LONGITUDE	
	Degrees Minutes Seconds	Degrees Minutes Seconds		Degrees Minutes Seconds	Degrees Minutes Seconds	
NW	° ' "	° ' "		34 ° 50 ' 47.9	83 ° 04 ' 15 "	
NE	° ' "	° ' "				
SE	° ' "	° ' "				
SW	° ' "	° ' "				

APPROXIMATE ACREAGE OF NOMINATED PROPERTY: 5 acres

LIST ALL STATES AND COUNTIES FOR PROPERTIES OVERLAPPING STATE OR COUNTY BOUNDARIES

STATE:	CODE	COUNTY	CODE



11. FORM PREPARED BY

NAME AND TITLE: Mary Schuette, Historic Resources Division
 ORGANIZATION: South Carolina Dept. of Archives and History DATE: August 29, 1970
 STREET AND NUMBER: 1430 Senate Street PO Box 11,188 Capitol Station 29211
 CITY OR TOWN: Columbia STATE: South Carolina CODE: 4

12. STATE LIAISON OFFICER CERTIFICATION **NATIONAL REGISTER VERIFICATION**

As the designated State Liaison Officer for the National Historic Preservation Act of 1966 (Public Law 89-665), I hereby nominate this property for inclusion in the National Register and certify that it has been evaluated according to the criteria and procedures set forth by the National Park Service. The recommended level of significance of this nomination is:
 National State Local
 Name Charles Lee
 Title Director, S. C. Dept. of Archives and History
 Date August 29, 1970

I hereby certify that this property is included in the National Register.
Carroll A. Connally
 Chief, Office of Archeology and Historic Preservation
 Date FEB 24 1971
 ATTEST:
William J. Swartz
 Keeper of The National Register
 Date JAN 5 1971

SEE INSTRUCTIONS

Improving Quality of life in S.C. through land conservation



[Home](#) > [Grants Map](#) > [Oconee Town Village](#)

Oconee Town Village

Year of Grant:	2016
County:	Oconee
Acres Conserved:	53.68
Deed Type:	Fee Simple
Grant Recipient:	Naturaland Trust
Amount Awarded:	\$134,000
Fair Market Value:	\$134,000
Public Access:	Full



Property Description

Oconee Town Village site will protect one of the most significant archaeological, historical, and cultural assets of South Carolina's upstate. The property will connect with Sumter National Forest via the 210-acre Oconee Station, thus enlarging the protected landscape and providing an important extension for wildlife habitat. This area is known for its black bear, fox, bobcat, turkey, and pheasant. This property contains view of the stunning Tamassee Knob within Sumter National Forest. The land will be donated to SCPRT for inclusion in Oconee Station Historic Site which will allow visitors the chance to access Oconee Town through a network of trails once established by the Park.

Property Map

A map for [Oconee Town Village](#) has been provided in Google Map format.

Property Images



LETTER OF TRANSMITTAL

June 20, 2016

**Mr. Mac Stone
Executive Director
Naturaland Trust
Greenville**

I have conducted an appraisal of the real estate located at Todd Bridge Road in Tamasee, South Carolina, as requested and submit my findings in this letter.

The appraisal was made for the purpose of expressing an opinion of the market value of a parcel of property. This property is in the name Todd Family Farms, LLC and contains vacant land.

Market value is defined as the most probable price in cash, terms equivalent to cash, or in other precisely revealed terms, for which the appraised property will sell in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self interest, and assuming that neither is under undue stress.

According to your request, I have performed an Appraisal Report under Standards Rule 2-2. The purpose of this appraisal report is for use in the possible land purchase by the client for this report. The intended use of this report is for the use of the client in evaluating the subject for use in the possible purchase of the land.

In our opinion the subject has a market value as of the date of appraisal of:

ONE HUNDRED THIRTY-FOUR THOUSAND DOLLARS

(\$134,000.00)

Respectfully submitted,



**Michael Phillips
South Carolina Certified General Appraiser
1514 Breazeale Road
Easley, SC 29640**



MINUTES CONSERVATION BANK BOARD

August 14, 2018

Oconee County Administrative Offices, Council Chambers
415 S. Pine Street, Walhalla, SC 29691

MEMBERS

Mr. Shea Airey, Chairman
Mr. Frank Ables, Vice Chairman
Ms. Jennifer Moss, Secretary
Mr. Marvin Prater, Treasurer

Ms. Frances Rundlett
Mr. Richard Cain
Mr. Ernie Lombard
Ms. Katie D. Smith, Staff Liaison

The Oconee County Conservation Bank Board [OCCB] met at 9:00 a.m. in Council Chambers, 415 South Pine Street, Walhalla, SC with Mr. Shea Airey, Ms. Jennifer Moss, Mr. Marvin Prater, Ms. Frances Rundlett, Mr. Ernie Lombard & Mr. Richard Cain [except Mr. Frank Ables] and Katie D. Smith, Clerk to Council acting as staff liaison.

Press: Pursuant to the Freedom of Information Act, notice of the meeting, date, time, place of meeting and agenda were posted on the bulletin board at the County Administrative Offices, 415 South Pine Street, Walhalla, SC, and the County Council website [www.oconeesc.com/council]. In addition it was made available [upon request] to the newspapers, radio stations, television stations and concerned citizens.

No members of the media were present.

Call to Order

Mr. Airey called the meeting to order at 9:03 a.m.

Approval of Minutes

Ms. Moss made a motion, seconded by Ms. Rundlett approved 6 – 0, to approve the minutes from June 5, 2018 meeting as presented.

Treasurer's Report

Mr. Prater noted the Treasurer's Reports as presented are accurate. He further noted the balance on all three reports is \$613,735.46. Ms. Rundlett made a motion, seconded by Ms. Moss, approved 6 – 0, to accept as presented the Treasurer's Reports for May & July 2018.

Discussion Items

Lengthy discussion followed regarding the topics indicated below, with various opinions expressed, to include but not limited to:

Continued Discussion regarding Alternate Funding Sources

- Request to the Oconee County Council
- Signed letters of support
- Several members turned in signed support letters
- Send letters to Clerk to Council via email, mail, or can drop off at Pine Street
- Husband and wife can sign support letter individually
- Owner of business can sign letter for himself and also on behalf of their business
- People that do not live here but home vacation homes here can also sign support letter
- Continue to gather signed letters of support from the community and bring in at next meeting

Mr. Airey asked Mr. Starker if there were any significant time sensitivity to the project and would this impact the project in any meaningful way.

Mr. Starker addressed the Committee noting the following:

- Phil Gaines, State Parks Director, will be retiring soon
- Once he does and a new director is put in place, acquisition of lands could face postponement
- Take longer to get transfer of land stats
- Partially awarded vs. fully awarded

Mr. Airey noted in regards to awarding these funds today or waiting, it doesn't appear there will be any further applications submitted during the application cycle. He noted he doesn't see a compelling reason to make the applicants wait, although in the future the OCCB may need to develop a process to complete the awarding all on one day. There is one before them today and two potentials. Mr. Airey opened the floor for discussion regarding awarding the funds today or waiting.

Mr. Airey noted from the legal point of view, even though Naturaland Trust owns this property and is a "conservation friendly owner", they do not have a conservation easement on this property. Discussion continued.

Ms. Moss made a motion, seconded by Mr. Airey, approved 6 – 0, to make a determination of the funds awarded to Naturaland Trust.

Mr. Prater noted since the ACEP program deadline was in November, there is not much that happens after Thanksgiving and further noted he doesn't anticipate another competing project in this cycle. Additionally, he noted if we are not funding the full amount, we are not giving the project what it needs and prefers to award the full amount requested.

Discussion continued to include:

- Award based upon what the percentage of what the total score is would be low
- Potentially public piece of land
- Score is to help rank the project, not what the awarded amount
- Comparative analysis
- Fair amount of support for the making the grant at the amount requested which is \$9,567.33

Ms. Moss made a motion, seconded by Ms. Rundlett, approved 6 – 0, to approve the award in the amount requested of \$9,567.33 to Naturaland Trust.

Mr. Airey noted all the grants we make are conditional on the project being completed. When an award is being granted, OCCB will have to work with all landowners. Once the transaction closes and they enter into the conservation, for example with Upstate Forever, the check would be cut at that time. When it has been awarded, however, there is a contingency. Discussion continued.

Ms. Rundlett asked if the scoring sheet was our own device and could it be changed. Mr. Airey noted it was. Mr. Airey also noted the OCCB did develop the scoring sheet and it is based on the State Conservation Bank Board's criteria and has been adjusted for Oconee County's purposes. Discussion continued.



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BK 2426 PG 204-234

FILED OCONEE COUNTY, SC
REGISTER OF DEEDS

2019 JAN -7 P 2:28

Return to:
Upstate Forever c/o Land Conservation
507 Pettigru Street
Greenville, SC 29601

*Pat. Yone Cumberston, Investigator
302 114-Main St.
Greenville SC 29601*

08114

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)

CONSERVATION EASEMENT
(Includes Transfer Fee Lien,
Allocation, and Notice
Requirements)

For and in consideration of the mutual covenants, terms, conditions and restrictions herein contained and as an irrevocable gift, this **CONSERVATION EASEMENT** entered into this 21st day of December, 2018 by and between Naturaland Trust, a nonprofit corporation organized and existing under the laws of the State of South Carolina (hereinafter referred to as "Grantor"), and **UPSTATE FOREVER**, a nonprofit corporation organized and existing under the laws of the State of South Carolina (hereinafter referred to as "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain real property, more particularly described on Exhibit 1, attached hereto and hereinafter referred to as the "Protected Property";

WHEREAS Grantor received a grant from the South Carolina Conservation Bank in the amount of \$134,000 that was used to acquire the Protected Property;

WHEREAS, Grantor intends to donate the Protected Property to the South Carolina Department of Parks, Recreation and Tourism (or another agency or entity qualified to own and manage the Protected Property for public use and enjoyment) in order for it to be accessible through Oconee Station Historic Site for public use and enjoyment;

WHEREAS, it is the purpose and intention of the Grantor and Grantee by this Conservation Easement to protect certain conservation values on the Protected Property (the "Conservation Values") including without limitation the following:

- A. Land area preserved for outdoor recreation by, or the education of, the general public;

OCONEE COUNTY
STATE TAX 348.40
COUNTY TAX 147.40
EXEMPT _____

JAN 08 2019

[Signature]
Auditor, Oconee County S.C.

- B. Significant habitat for fish, wildlife, and/or plants associated with the stream located on the Protected Property;
- C. Agricultural land in close proximity to other conserved property, such as Oconee Station State Historic Site, Oconee State Park, and the U.S. Sumter National Forest;
- D. The Protected Property is the site of a long existing Native American Village on a historic Native American trading route, most recently inhabited by the Cherokees until the mid-Seventeenth Century; after the Creeks expelled the Cherokees, the village site was later the campsite for British forces during the French and Indian War, and at one time many of the famous participants in the later American Revolution camped there at the same time (for example, Pickens, Marion, and Moultrie); it was seen and cited by William Bartram during his exploration of the area in the late Eighteenth Century; the present Oconee County was named for this village; and the site has been and is expected to be a source of important archeological artifacts and insight;
- E. The Protected Property may be a desirable location for a reconstruction of the Native American village, the trading trail, and the British and colonial camps, as well as educational and interpretative facilities educating the public on the history of the area;
- F. The Protected Property is a short drive from the Cherokee Foothills National Scenic Highway; near the highly-visited Oconee Station Falls; and adjacent to the Oconee Station Historic Site managed by the S.C. Department of Parks, Recreation, and Tourism, one of the oldest buildings in the Upstate and constructed there to be near the village site and the historic trading route;
- G. The Protected Property contains important relics, archeological information and objects, village and camp layouts, and part of a historic trading trail and is expected to be a source of archaeological work to expand our knowledge of Cherokee and perhaps even pre-Cherokee village life; the trading patterns of Native Americans before the arrival of Europeans and the trading patterns of Native American with Europeans; and British and colonial forces during the French and Indian Wars; The Protected Property will also be of great pride to the people of Oconee County and the Cherokee people and will also add to the educational resources of the Museum

of the Cherokee in South Carolina, located in Waihalla, South Carolina, near the site.

WHEREAS, the Conservation Values are of great importance to Grantor and Grantee and the people of Oconee County, the Cherokee people, and the State of South Carolina;

WHEREAS, Grantor intends that the Conservation Values of the Protected Property be preserved and maintained by allowing only limited and carefully controlled activities thereon, in accordance with the terms and conditions provided herein;

WHEREAS, in the view of Grantor and Grantee, the Conservation Values of the Protected Property meet one or more of the "Conservation Purposes" set forth in Section 170(h)(4) of the Internal Revenue Code of 1986, as amended (hereinafter called the "Code");

WHEREAS, the preservation of open space (including farm and forest land) is recognized in the following governmental conservation policies:

- A. The Farmland Protection Policy Act, P.L. 97-98, 7 U.S.C. Section 4201, *et seq.*, whose purpose is "to minimize the extent to which Federal programs and policies contribute to the unnecessary and irreversible conversion of farmland to nonagricultural uses, and to ensure that Federal programs are administered in a manner that, to the extent practicable, will be compatible with State, unit of local government, and private programs and policies to protect farmland;"
- B. South Carolina's right-to-farm law, as codified in S.C. Code Sections 46-45-10 to -70, which states in part that "The policy of the State is to conserve, protect, and encourage the development and improvement of its agricultural land and facilities for the production of food and other agricultural products";
- C. The Conservation Bank Act, S.C. Code Ann. § 48-59-10, *et seq.*, declares that "protection of open space by acquisition of interests in real property from willing sellers is essential to ensure that the State continues to enjoy the benefits of wildlife habitats, forestlands, farmlands, parks, historical sites, and healthy streams, rivers, bays, and estuaries; for recreational purposes, for scientific study, for aesthetic appreciation, for protection of critical water resources, to maintain the state's position as an attractive location for visitors and new industry, and to preserve the opportunities of future generations to access and benefit from

the existence of the state's outstanding natural and historical sites"; [expires in 2018]

- D. The S.C. Conservation Easement Act of 1991, S.C. Code Ann. § 27-8-10, *et seq.*, has a purpose of "ensuring the availability of real property for agricultural, forest, recreational, educational or open space use";
- E. The Oconee County Conservation Bank, which was established by Oconee County Council to assist in the protection of important historic and natural areas;

WHEREAS, Grantee is a non-profit corporation having tax-exempt status under Section 501(c)(3) of the Code, has been established as a public charity for the purpose of preserving and conserving natural habitats, environmentally sensitive areas and open space, and for other charitable, scientific, and educational purposes, and meets the requirements of a "qualified organization" under Section 170(h)(3) of the Code;

WHEREAS, Sections 27-8-20 and 27-8-30 of the South Carolina Code of Laws permit the granting of conservation easements for recreational, ecological, environmental, educational, and open-space uses;

WHEREAS, the Conservation Values as described above are documented in a comprehensive Baseline Report, consisting of descriptions, maps, and photographs, that documents the current condition and Conservation values of the property as of the date of this Conservation Easement;

WHEREAS, the Baseline Report is on file at Grantee's office and is incorporated herein by reference;

WHEREAS, the parties agree that the Baseline Report provides, collectively, an accurate representation of the Protected Property at the time of this grant and is intended to serve as an objective point of reference from which to monitor compliance with the terms of this Conservation Easement; and

WHEREAS, Grantee agrees to enforce the terms of this Conservation Easement to ensure the preservation and protection of the Conservation Values of the Protected Property in perpetuity for the benefit of Grantee and its successors and assigns;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants, terms, conditions and restrictions herein contained, Grantor and Grantee, intending to be legally bound and intending for this

Conservation Easement to remain in effect in perpetuity, agrees on behalf of themselves and their respective successors, and assigns as follows:

1. **Definitions.** For the purposes of this Conservation Easement, Grantor and Grantee agree that, in addition to terms defined or abbreviated elsewhere herein, the following terms that appear throughout this Conservation Easement shall be defined as follows:

Agricultural Activities: Activities directly related to the production, harvesting, and/or storage of plant and/or animal products on the Protected Property, including, but not limited to, the means of production, and/or the improvement and maintenance of lands for the production of crops, animal husbandry, floriculture, and horticulture in a manner that preserves the long-term productivity of the soil.

Agricultural Structure: Any structure designed to be used or currently used in conjunction with permitted **Agricultural Activities**, not including any structure used as a dwelling for human beings.

Ancillary Structures: Any related or auxiliary structure customarily used as an accessory to a **Residence**, such as garages or sheds, not including any structure used as a dwelling for human beings.

Approval: The prior written consent of the **Grantee** to allow **Grantor** to undertake an activity relating to certain rights described in Section 4 and as further characterized in Section 5.

Certified Historic Structure: Any building, structure or land area which is listed on the National Register or located in a registered historic district and is certified by the Secretary of the Interior (pursuant to 36 CFR 67.4) to the Secretary of the Treasury as being of historic significance to the district.

Commercial Recreation: The provision of recreation-related products or services by private (or public) enterprise for a fee.

Commercial Use/Activity: Any use or activity making or intending to make a profit. **Limited Commercial Activities:** Activities of limited scope and impact making or intending to make a profit, if expressly allowed under the terms of this Conservation Easement.

Forest Management: The production, improvement, and maintenance of forest lands for timber production and commercial harvesting, wildlife management, aesthetics or any other reasonable purpose. **Forest Management** includes silvicultural practices, which are used to control the establishment, growth, composition, health, quality and utilization of forestlands for multiple-use purposes and include, but are not limited to,

harvesting, thinning, reforestation, competition control, prescribed fire and fire breaks.

Forest Management Plan: A written plan, subject to periodic updates, prepared by a Registered Forester, to guide all **Forest Management** practices on the Protected Property.

Historically Important Land Area: An independently significant land area including any related historic resources that meets the National Register Criteria for Evaluation in 36 CFR 60.4; 2.) any land area within a registered historic district including any buildings on the land area that can reasonably be considered as contributing to the significance of the district; and 3.) any land area (including related historic resources) adjacent to a property listed individually in the National Register of Historic Places (but not within a registered historic district) in a case where the physical or environmental features of the land area contribute to the historic or cultural integrity of the property.

Impervious Surface: A surface area which either prevents or significantly retards the entry of water into the soil, or the surface area of boardwalks or docks, at a rate lower than that present under natural conditions prior to development. Impervious surfaces can include, but are not limited to, roof tops, walkways, patios and decking, enclosed and unenclosed porches, paved driveways, paved parking lots, covered storage areas, concrete or asphalt paving, swimming pools, or other surfaces which similarly impede the natural infiltration of surface and stormwater runoff. **Impervious Surface** specifically excludes ground surfaces covered with sand, gravel, shell sand, crushed stone, or other similar permeable materials.

Impoundments: Any dam, weir or other structure that can raise the water level of a water body above its natural level.

Natural Areas: An area of unique scenic, historic, geologic or ecological value and of sufficient size and character so as to allow its maintenance in a natural condition by the operation of physical and biological processes, usually without direct human intervention.

Ordinary High Water Mark: According to the U.S. Army Corps of Engineers: "That line on the shore established by the fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, the presence of litter and debris, or other appropriate means that consider the characteristics of the surrounding areas".

Passive Recreation: Recreational use by the general public that requires minimal development or facilities and that generally occurs in a relatively natural environment. Examples include hiking and biking.

Residence: Any dwelling having sleeping quarters, sanitary facilities, and cooking facilities, which constitutes permanent residential use or occupancy. Residences include any structure(s) for human habitation.

Riparian Buffer: Any vegetated areas of a specified width adjacent to all rivers, streams, waterways, ponds, lakes and impoundments on the Protected Property. Riparian Buffers are subject to specific restrictions and protections further described in Section 4.

Subdivided Tract: A legally divided, transferable parcel of land. A transferable parcel of land separate and distinct from the original parcel(s) comprising the Protected Property, which is created from said original parcel(s) after the date of this Conservation Easement; provided, however, any **Subdivided Tract** will continue to be a part of the Protected Property and fully subject to the terms and conditions of this Conservation Easement.

Wetlands: Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions.

Wildlife Compatible Fence: Any fence purposefully designed to be visible to wildlife, which allows wildlife safe passage without injury or harm and does not restrict wildlife access to important habitats and travel corridors.

2. Primary Purposes. The primary purposes of this Conservation Easement are to ensure that the Protected Property remains predominately in its natural state in perpetuity and to protect its Conservation Values in perpetuity (hereinafter the "Primary Purposes").

3. Reserved Rights. Grantor reserves to itself, its successors, and its assigns all the rights, uses and activities inherent in fee simple ownership of the Protected Property (collectively, the "Reserved Rights"), subject to the specific restrictions and limitations of Section 4, which are included to accomplish the Primary Purposes. All Reserved Rights apply to the Protected Property in its entirety, except where specifically modified herein. In addition, the exercise of all Reserved Rights shall be in full accordance with all applicable local, state and federal laws and regulations, as well as in accordance with the Primary Purposes and with the terms of this Conservation Easement.

4. Restrictions on Uses of the Protected Property.

The provisions in this Section 4 set forth Grantor's responsibilities with regard to acts and uses on, over, or under the Protected Property.

As of the date of this Conservation Easement, there are no existing structures on the Protected Property. Grantor agrees that there shall be no building or development or any residential, commercial or industrial use or activity of any nature undertaken or allowed on the Protected Property or any portion thereof with the following limited exceptions:

A. Public Use and Recreation Facilities: Grantor shall have the right to construct, operate, maintain, and replace limited facilities on the Protected Property for passive recreation and education, including but not limited to trails, visitors and/or interpretative center, boardwalks, benches, picnic shelters, reconstruction of the Native American village, trading trails, and the British and colonial camps; and informative kiosks, signs, and plaques; provided, however, that:

- (1) a master plan shall be prepared by Grantor and provided to Grantee that describes the location, size, configuration, and design elements minimizing impacts to Conservation Values while being conducted in an appropriate way to protect, discover, and exhibit the historic and archeological characteristics of the site;
- (2) the total area of impervious surfaces of all facilities and structures on the Protected Property shall not exceed 6,000 square feet, and no structure shall be more than two stories in height;
- (3) within the riparian buffers, the only allowable features are trails, boardwalks, benches, bridges (see Section 4M), kiosks, and signs (see Section 4E);
- (4) Grantor obtains Grantee's written Approval of Grantor's master plan before any site preparation or construction may begin under the master plan.

B. Subdividing. The Protected Property shall not be subdivided.

C. Limited Commercial Activities. Except with the prior written Approval of Grantee, there shall be only strictly limited commercial uses, activities, facilities or structures on the Protected Property. For purposes of this restriction, allowable, limited commercial uses may include the charging of nominal fees associated with entry to and use of the Protected Property (including fees to be set by the S.C. Department of Parks, Recreation, and Tourism when the Protected Property is transmitted to that Department), rental of park facilities or structures, and limited fundraising events to support the Protected Property; provided,

however, no such uses may have an impact on the Conservation Values of the Protected Property.

D. Commercial Recreation. Only strictly limited commercial recreational activities shall be allowed on the Protected Property, including guided natural tours and other public activities for which fees are charged (including fees set by the S.C. Department of Parks, Recreation, and Tourism when the Protected Property is transferred to such Department), provided they do not have an impact on the Conservation Values of the Protected Property.

E. Signs. There shall be no construction or placing of signs, billboards, or any type of advertising devices or materials on the Protected Property except for:

- (1) directional signs required by law;
- (2) "no trespassing," "no hunting," or similar signs;
- (3) signs relating to the sale of the Protected Property;
- (4) signs indicating the name or ownership of the farm or home, not to exceed twelve square feet; and
- (5) signs to indicate the Conservation Values of the Protected Property.
- (6) signs required for management of the Protected Property, for institutional controls of human activities, and for public safety; and
- (7) signs acknowledging those people and organizations that have contributed to the acquisition and protection of the Protected Property.
- (8) Signs related to the history and archaeology of the Protected Property.
- (9) Signs related to admission, fees, and accepted activities on the Protected Property.

F. Protection of Riparian Buffers. Grantor shall not remove or cut any trees or otherwise alter or disturb any area of the Protected Property that is within 100 feet of the Ordinary High Water Mark of any river, stream, waterway, pond, lake or impoundment with the limited exceptions of:

- (1) removing trees that are dead;
- (2) removing trees that are substantially damaged or threatened by natural causes (such as insect or disease) when necessary to maintain the ecological health of the affected forest community;

- (3) removing trees that pose a significant and immediate hazard to life or property;
- (4) cutting, removing, or eradicating any plant which is recognized by state or federal natural resource authorities to be a non-indigenous species;
- (5) roads, bridges, and trails constructed or restored in accordance with Section 4(M);
- (6) maintaining the existing fields within the Riparian Buffer area, which are more particularly described in the Baseline Report; or
- (7) performing ecological enhancements in accordance with a professionally prepared plan and following written Approval by Grantee.
- (8) conducting archaeological or historical digs or investigations on the site and reconstruction of the Native American Village, the historic trading trails, and/or the British and colonial campsite.

G. Utility Systems. Utility systems, including, without limitation, water, sewer, septic tanks, propane tanks, electrical power (including geothermal, solar and wind power), and communication lines and related facilities that are reasonably required to directly serve the structures and uses allowed under Section 4(A), (I) and (J) hereof may be located on Protected Property. Systems necessary or helpful to the archeological or historical digs or investigations on the site are allowed, as are systems necessary or helpful to the reconstruction of the Native American Village, the British and colonial campsites, and the historic trading trail.

H. Forest and Wildlife Restoration. Grantor reserves the right to improve the ecological function of the Protected Property when such an activity is in accordance with a written forest or wildlife restoration plan, utilizing and adhering to the best management practices of the South Carolina Forestry Commission (or successor agency), and has been Approved in writing by Grantee. Notwithstanding the above, Grantor reserves the right outside of the Riparian Buffer (Section 4(F)), to cut any tree:

- (1) in accordance with applicable county, state, and federal regulations, when necessary to remove trees that threaten the health of the forest;
- (2) when cutting is necessary to prevent personal injury;
- (3) when a permitted structure is in danger; or
- (4) after obtaining Grantee's prior written Approval, when necessary to perform other activities otherwise permitted by this Conservation Easement.

- (5) in connection with the archeological or historical digs and investigations on the site and the reconstruction of the Native American Village, the British and colonial campsites, and the historic trading trails.

Grantee may withhold or condition its Approval based on the activity's potential impacts on the Conservation Values of the Protected Property.

I. Agricultural Activities and Structures. Grantor shall have the right:

- (1) **Construct, Maintain, and Replace New Agricultural Structures:** construct, maintain and replace additional structures and facilities for agricultural operations, including stables, feed barns, fences, and similar structures provided;
 - (i) the total area of new impervious surfaces of all facilities and structures associated with agriculture on the Protected Property shall not exceed 6,000 square feet, and no structure shall be more than two stories in height;
 - (ii) Grantor must provide a written plan for all new, expanded and replacement structures and facilities and receive written Approval from Grantee before site preparation or construction begins, except prior Approval shall not be required for a structure that is less than 1,000 square feet in size;
 - (iii) the location of all such new structures and facilities shall be subject to Section 4(G); and
 - (iv) unless Grantee provides written Approval, no new agricultural structures, excluding fences and gates, may be located within 100 feet of the closest edge of the adjacent public roadways and, to the extent possible, shall not be located on prime soils or soils of statewide importance.
- (2) **New Agricultural Activities:** To initiate additional agricultural activities, not existing at the time of the Baseline Report, subject to the terms and conditions of a conservation plan that meets the National Conservation Practice Standards set by the USDA, as well as all other local and state criteria regarding agricultural practices, and is prepared by the U.S. Department of Agriculture, Natural Resources Conservation Service, or its successor, or by a qualified conservation professional Approved in

writing by Grantee. Such plan and all amendments to the plan shall first be Approved in writing by Grantee.

- (3) New agricultural activities may be undertaken as part of historical displays or reconstruction of the Native American Village, British and colonial camps, and the historic trading trails.

Notwithstanding the foregoing, Grantor shall not use any portion of the Protected Property for a "concentrated animal feeding operation" as defined by either the United States Center for Disease Control and Prevention or by the United States Environmental Protection Agency, as such definitions may be modified from time to time, including, without limitation, a feed lot operation or similar intensive livestock facility.

J. Ponds and Wetland Impoundments. No ponds or wetland impoundments shall be constructed on the Protected Property, unless they are part of a reconstruction of the Native American Village, British and colonial camps, or the historic trading trails.

K. Open Fields and Fences. Grantor shall have the right to add fencing on the Protected Property, provided such additional fencing does not impair the Conservation Values of the Protected Property. All fencing must be Wildlife Compatible.

Grantor may create additional open fields on the Protected Property in connection with archeological and historic digs and investigations and in connection with the reconstruction of the Native America Village, British and colonial camps, and the historic trading trails. Otherwise, Grantor shall have the right to maintain the current open fields on the Protected Property, which are more particularly described in the Baseline Report and to establish and maintain additional open field sites provided:

- (1) the total open field area shall not exceed 30 percent of the total acreage of the Protected Property;
- (2) Grantor undertakes all reasonable measures to avoid or minimize adverse ecological impacts during establishment of the fields;
- (3) no part of any newly-established field is located within the Riparian Buffer (Section 4(F)); and
- (4) existing fields within the Riparian Buffer, may be maintained in accordance with Section 4(F) hereof.

L. Roads, Bridges and Trails. The existing roads, bridges, and trails on the Protected Property may be maintained. New roads,

bridges, and trails may be constructed on the Protected Property subject to compliance with all of the following conditions:

- (1) The roads and bridges are needed in order to provide access to the uses or activities permitted under Section 4 (A), (H), (I) or (J) hereof;
- (2) Roads within the Riparian Buffer area, subject to Section 4(F), shall be limited to the least area necessary to provide reasonable access to the uses and activities permitted under Section 4(L)(1).
- (3) Grantee shall Approve in writing a plan for any road construction located within a Riparian Buffer, subject to Section 4(F);
- (4) Grantee shall Approve in writing a plan for the location and construction of any road to be built with the use of heavy equipment before any work begins;
- (5) Grantee shall Approve in writing a plan for any bridge before site preparation or construction begins;
- (6) All construction shall be done in accordance with applicable federal, state and local laws and regulations;
- (7) Trails constructed within the Riparian Buffer area described in Section 4(F) shall be unpaved and no wider than five feet; and
- (8) Grantor shall undertake all reasonable measures to avoid or minimize adverse ecological impacts on the Conservation Values of the Protected Property.
- (9) Roads on the Protected Property shall not be paved.

M. Parking Lot. Grantor reserves the right to construct a parking area for public access purposes, subject to the following conditions:

- (1) the parking lot shall not be paved or otherwise have an Impervious Surface;
- (2) the parking lot may not exceed a footprint of 15,000 square feet;
- (3) the parking lot must be within 1,000 linear feet of the existing boundary with the Oconee Station State Historic Site;
- (4) parking areas shall not be located in the Riparian Buffer area described in Section 4(F);
- (5) A plan for the location and construction of the parking lot shall be Approved by Grantee in writing before any work begins;

- (6) All construction shall be done in accordance with applicable federal, state and local laws and regulations; and
- (7) Grantor shall undertake all reasonable measures to avoid or minimize adverse impacts on the Conservation Values of the Protected Property.

N. Ditches and Wells. Existing manmade ditches may be maintained or replaced. New ditches may be installed for permitted uses. Wells may be installed, maintained and replaced as needed.

O. Motor Vehicles. Grantor shall ensure that use of tractors, all-terrain-vehicles (ATVs), and other vehicles do not have a significant negative impact on the Conservation Values of the Protected Property. Grantee shall have the right to prohibit or restrict vehicular use and to require restoration where appropriate.

P. Participation in Certain Government Programs. For activities and uses that are expressly permitted by this Conservation Easement, Grantor shall have the right to participate in, and receive the benefits of, federal, state or local government programs relating to wetlands conservation or mitigation, stream bank mitigation, carbon offsets or sequestration, greenhouse gas credits, plant and wildlife habitat enhancement, or other natural resource credits or initiatives.

Q. No Transferable Rights. Neither the Protected Property nor any portion of it shall be included as part of the gross area of other property not subject to this Conservation Easement for the purpose of determining density, lot coverage, or open space requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights that have been encumbered or extinguished by this Conservation Easement shall be transferred to any other lands pursuant to a transferable development rights program, clustered development arrangement or otherwise; provided, however, that with the prior written Approval of Grantee, this Section 4(Q) shall not preclude such transfer of development rights resulting from the destruction or demolition of any permitted residential building on the Protected Property.

R. Archaeological Artifacts and Features. It is recognized that archeological and historic excavations and digs may be conducted on the property. Prior to disturbing archeological features or commencing any archeological digs or excavations on the Protected Property, Grantor shall give at least thirty days prior written notice to Grantee of such activities. Any

archaeological site shall, upon completion of any disturbance or excavation, be returned to, or as close as possible to, its previous state, unless the site is to be maintained in an excavated condition for interpretive purposes related to education or for the reconstruction of the Native American Village, the British and colonial camps, and the historic trading trails. Also, it is recognized that an archaeological or historic dig or excavation may remain in place for an extended period of time as long as archaeological or historic activities are continuing or are expected to continue. Authorization to conduct digs within the Protected Property is limited to the Museum of the Cherokee in South Carolina and the South Carolina Department of Parks, Recreation, and Tourism under the supervision of the South Carolina State Historic Preservation Office, and all artifacts are to remain on the Protected Property or with the Museum of the Cherokee in South Carolina for interpretive purposes related to education as long as that Museum continues in operation and is capable of protecting and preserving those artifacts. If the Museum ceases to exist or becomes incapable of protecting and preserving those artifacts, then the Grantor may select some other governmental, tribal, or nonprofit organization capable of protecting and preserving those artifacts to receive them.

S. No Other Disturbances. On the Protected Property, except as may be reasonably required in connection with any of the uses and activities expressly permitted by this Conservation Easement and except for the installation, use and maintenance of erosion control measures in full compliance with applicable laws and regulations, there shall be no filling, excavating, dredging, draining, diking, mining (on or below the surface) or drilling; no removal of topsoil, sand, gravel, rock, minerals or other materials; no dumping of trash, garbage, or any other material; and no alteration of the topography of the land in any manner.

T. Other Uses and Activities. Any use of the Protected Property and any activity thereon that contravenes the Primary Purposes of this Conservation Easement are prohibited.

5. Rights of Grantee. Grantor hereby conveys the following rights to the Grantee:

A. Right of Visual Access. To have visual access to the Protected Property for the purposes of monitoring and enforcing this Conservation Easement, provided that such right shall not be construed to permit general public access over or upon the Protected Property.

B. Right of Inspection. Grantee and its agents, contractors and representatives shall have the right, in a reasonable manner and at reasonable times, to enter the Protected Property for the purpose of inspecting it to determine compliance with the provisions of this Conservation Easement. Grantee shall not inspect the Protected Property more than two times per year unless Grantee is invited to do so by Grantor or unless Grantee determines, or has reason to believe, that a violation of this Conservation Easement has occurred, could occur, or is occurring. In such events, Grantee shall have the right to enter upon the Protected Property without notice.

C. Right to Prevent Inconsistent Uses. To prevent Grantor and/or third parties from conducting any activity or use inconsistent with the Primary Purposes and terms of this Conservation Easement. Notwithstanding the foregoing, Grantee's rights under this section shall not be triggered as a result of a third party's activities or uses that are consistent with the timber rights reserved by Wayne P. Todd, his heirs and assigns, pursuant to that certain Title to Real Estate recorded in Deed Book 937 at Page 225, in the Office of the Clerk of Court for Oconee County on September 30, 1997.

D. Right to Require Restoration. To require Grantor and/or third parties to restore such Conservation Values that may be damaged by any uses or activities prohibited by, or inconsistent with the Primary Purposes of this Conservation Easement. Notwithstanding the foregoing, Grantee's rights under this section shall not be triggered as a result of a third party's activities or uses that are consistent with the timber rights reserved by Wayne P. Todd, his heirs and assigns, pursuant to that certain Title to Real Estate recorded in Deed Book 937 at Page 225, in the Office of the Clerk of Court for Oconee County on September 30, 1997.

E. Right of Approval. Unless otherwise specified, Grantee Approval, where required herein, shall not be unreasonably withheld, taking into consideration the Primary Purposes and terms of this Conservation Easement. Grantee Approval shall be prior written Approval, unless otherwise specified, and may be granted with conditions.

F. Right of Discretionary Consent. If, owing to unforeseen circumstances, any of the uses or activities prohibited under this Conservation Easement are deemed desirable by both Grantor and Grantee, Grantee may, in its sole discretion, give permission for such activities, subject to such limitations as it deems necessary or desirable, and provided that:

- (1) The activities will not affect the qualification of this Conservation Easement as a "qualified conservation

casement" under any applicable laws, including Sections 170(h) and 2031(c) of the Code or any provision of the S.C. Conservation Easement Act;

- (2) The activities will not adversely affect the tax exempt status of Grantee under any applicable laws, including Section 501(c)(3) of the Code and Treasury Regulations promulgated thereunder;
- (3) The activities will not adversely affect the Conservation Values of the Protected Property;
- (4) Neither the Grantee nor Grantor shall have the right or power to agree to any uses or activities that would result in the termination of this Conservation Easement; and
- (5) Grantee reserves the right to deny a request by Grantor for discretionary consent without liability.

Discretionary consent pursuant to this provision is distinct from Grantee Approval, where such may be required herein, and from amendments pursuant to Section 20 of this Conservation Easement.

6. Notice of Third Party Activities. Grantor shall keep Grantee reasonably informed as to activities being conducted on the Protected Property which are within the scope of this Conservation Easement and as to the identity of any third parties who are conducting or managing such activities (for example agricultural leasing). Grantor shall ensure that all third parties who are conducting activities relating to the Conservation Values and/or the permitted uses of the Protected Property are fully and properly informed as to the restrictions and covenants contained within this Conservation Easement which relate to such uses, including without limitation, the provisions of this Section and Sections 1 through 5. Notwithstanding the foregoing, Grantee's rights under this section shall not be triggered as a result of a third party's activities or uses that are consistent with the timber rights reserved by Wayne P. Todd, his heirs and assigns, pursuant to that certain Title to Real Estate recorded in Deed Book 937 at Page 225, in the Office of the Clerk of Court for Oconee County on September 30, 1997.

7. Representation of Title. Grantor represents and warrants that it owns valid, fee simple absolute title to the Protected Property and has the right to grant and convey this Conservation Easement and that the Protected Property is free and clear of any and all mortgages, liens, or encumbrances of any nature with the sole exceptions of easements of record and mortgages that have been properly subordinated to this Conservation Easement.

8. Additional Representations and Warranties. Grantor further represents and warrants the following:

A. *Hazardous or Harmful Substances.* No substance defined, listed or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from or across the Protected Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements except as disclosed in writing by Grantee to Grantor.

B. *Underground Storage Tanks.* There are not now any underground storage tanks located on the Protected Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Protected Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements.

C. *Compliance with Laws and Regulations.* Grantor and the Protected Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Protected Property and its use.

D. *Litigation.* There is no pending or threatened litigation in any way affecting, involving, or relating to the Protected Property.

E. *Proceedings or Investigations.* No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of or failure to comply with any federal, state, or local law, regulation, or requirement applicable to the Protected Property or its use, nor do there exist any facts or circumstances that Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

F. *Mineral Rights.* There are no outstanding surface or subsurface mineral rights associated with the Protected Property.

9. Grantee's Remedies. If Grantee determines that a violation of this Conservation Easement has occurred, is occurring or is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action to cease or cure the violation and where such violation

involves injury to the Protected Property resulting from any use or activity inconsistent with the purposes of this Conservation Easement, to restore the Protected Property so injured. If Grantor fails to cease or cure the violation within thirty days after receipt of Grantee's notice or, if the circumstances are such that the violation cannot be cured within the thirty day period, Grantor does not begin curing such violation within the thirty day period, or if Grantor fails to continue diligently to cure the violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement. In such action, Grantee may seek a temporary or permanent injunction, damages for violation of this Conservation Easement, including damages for the loss of the Conservation Values of the Protected Property, and an order requiring Grantor to restore the Protected Property to the condition that existed at the time of this grant.

If Grantee, in its sole discretion, determines that a violation of this Conservation Easement has occurred, is occurring, or is threatened, and that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Protected Property, Grantee may pursue its remedies under this Section 9 without prior notice to Grantor and without waiting for the thirty day period provided for cure to expire.

Grantor agrees that Grantee's remedies for violation of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this Section 9, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

All costs incurred by Grantee in enforcing this Conservation Easement against Grantor, including, without limitation, costs of suit and attorneys' fees, costs of Grantee's staff (measured at twice the amount of their salaries), and any costs of restoration necessitated by Grantor's violation of this Conservation Easement shall be borne solely by Grantor. Notwithstanding the foregoing, if a successor to Grantor is an agency of the State of South Carolina, or a party otherwise bound by and subject to the South Carolina Torts Claims Act, such successor Grantor shall not be subject to the obligations of this Section 9.

All costs incurred by Grantee in defending any claim, demand or lawsuit made or instituted by Grantor to modify or terminate this Conservation Easement, including, without limitation, court costs, costs

of Grantee's staff (measured at twice the amount of their salaries), and attorneys' fees, shall be borne solely by Grantor. Notwithstanding the foregoing, if a successor to Grantor is an agency of the State of South Carolina, or a party otherwise bound by and subject to the South Carolina Torts Claims Act, such Grantor shall not be subject to the obligations of this provision of Section 9.

Enforcement of this Conservation Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights hereunder in the event of any breach of any provision hereof by Grantor shall not be deemed or construed to be a waiver by Grantee of such provision or of any subsequent breach of the same or any other provision of this Conservation Easement or of any of Grantee's rights hereunder. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. No third party shall have any right to enforce any provision of this Conservation Easement.

Nothing herein shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Protected Property resulting from causes beyond Grantor's reasonable control, including, without limitation, fire, floods, storms or unauthorized wrongful acts of third persons. Notwithstanding the foregoing, Grantor and Grantee fully reserve their respective rights to pursue a claim or action against a third party for damages to the Protected Property caused by trespass, nuisance, vandalism and other activities.

10. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind relating to the ownership, operation, upkeep, and maintenance of the Protected Property, including maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Protected Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

11. Remediation. If at any time there occurs, or has occurred, a release in, on or about the Protected Property of any substance now or hereafter defined, listed or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements, Grantor agrees to take all steps necessary to assure the containment and remediation of such release, including any cleanup that may be required.

12. **Taxes.** Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Protected Property by competent authority. In the event Grantor fails to pay property taxes on time, Grantee shall have the right, but not the obligation, to pay such taxes and to receive from Grantor an immediate reimbursement of the amount of its payment and if such reimbursement is not made, to file a lien against the Protected Property, which lien shall be subordinate to this Conservation Easement. Any such lien may be enforced and/or foreclosed in accordance with the laws of the State of South Carolina.

13. **Subsequent Liens.** No provision of this Conservation Easement should be construed as impairing the ability of Grantor to use the Protected Property as collateral for subsequent borrowing. Any mortgage or lien arising from such a borrowing shall be subject and subordinate to this Conservation Easement.

14. **Hold Harmless.** Grantor agrees to release, hold harmless, defend and indemnify the Grantee and its members, officers, directors, employees, agents and contractors and their respective heirs, successors and assigns (the "Indemnified Parties") from and against any and all liabilities including, but not limited to, injury, losses, damages, judgments, penalties costs, expenses and fees (including reasonable attorney's fees), causes of action, claims, demands or judgments arising from or in any way connected to any injury, including death, to any person or physical damage to any part of the Protected Property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Protected Property, regardless of cause, unless due to the gross negligence or willful act of any of the Indemnified Parties. Notwithstanding the foregoing, if a successor to Grantor is an agency of the State of South Carolina, or a party otherwise bound by and subject to the South Carolina Torts Claims Act, such Grantor shall not be subject to the indemnification obligations of this Section 14.

15. **Fair Market Value of Conservation Easement.** This Conservation Easement constitutes a real property interest immediately vested in Grantee, which the parties stipulate to have a fair market value determined by multiplying the fair market value of the Protected Property unencumbered by the Conservation Easement (minus the value attributable to improvements) by the ratio of the value of the Conservation Easement at the time of this grant to the value of the Protected Property, without deduction for the value of the Conservation Easement, at the time of this grant. The values at the time of this grant shall be those values used to calculate the deduction for federal income tax purposes allowable

by reason of this grant, pursuant to Section 170(h) of the Internal Revenue Code, as amended.

16. Condemnation. If all or any part of the Protected Property is taken through the exercise or threat of exercise, of eminent domain, Grantor and Grantee shall each take appropriate actions at the time of such taking to recover the full value of the taking and all direct and incidental damages resulting from the taking. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from the condemnation or involuntary conversion of all or any portion of the Protected Property shall be determined, unless otherwise provided by South Carolina law at the time, in accordance with Section 15 of this Conservation Easement. Grantee shall use all proceeds that it receives in a manner consistent with the Primary Purposes of this Conservation Easement. Grantor and Grantee may consent to condemnation to avoid unnecessary costs of judicial proceedings, provided that the Primary Purposes are upheld to the maximum extent possible, and also provided that the proceeds from any condemnation are distributed pursuant to this Section 16.

17. Assignment. This Conservation Easement is assignable, but Grantee may assign its rights and obligations under this Conservation Easement only to an organization which is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and which is authorized to acquire and hold conservation easements under South Carolina law. An express condition of such assignment is that the assignee organization shall have the commitment, ability and resources to meet its responsibilities and obligations under this Conservation Easement and to take the necessary steps to protect the Conservation Values of the Protected Property.

If Grantee shall cease to exist or to be a qualified organization under Section 170(h) of the Internal Revenue Code, or if Grantee is unable or unwilling to carry out its obligations under this Conservation Easement, then The Nature Conservancy shall have the first option to serve as holder of this Conservation Easement. If The Nature Conservancy is not qualified or declines to serve as holder, then the rights and obligations under this Conservation Easement shall vest in such other qualified organization as a court of competent jurisdiction shall direct pursuant to applicable law.

18. Notice of Subsequent Transfers. Grantor agrees to incorporate the provisions of this Conservation Easement in any deed or other legal

instrument by which Grantor divests itself of any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty days prior to the date thereof. The failure of Grantor to perform any act required by this Section shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

19. Transfer Fee. There shall be assessed by Grantee a transfer fee equal to one percent of the sales price or other consideration paid in connection with the sale or transfer of any interest in the Protected Property, directly or indirectly (including the transfer of shares, membership, or other ownership interests in a corporation, limited liability company, partnerships or other entity which owns the Protected Property), other than condemnation or the sale of timber or timber rights, which transfer fee shall be paid to Grantee at the time of the sale or transfer. This sum shall be placed in Grantee's stewardship fund, or such similarly named successor fund, to support Grantee's efforts to uphold its duties and responsibilities under this Conservation Easement as well as on Grantee's other protected properties.

Grantee may require Grantor and/or any subsequent purchaser to provide reasonable written proof of the applicable sales price, such as closing statements, contracts of sale, copies of deeds and other such relevant evidence.

In the event of non-payment of such transfer fee, Grantee shall have the right to file a lien for such unpaid transfer fee which shall be a lien on the Protected Property but which lien shall be subordinate to this Conservation Easement. Any such lien may be enforced and/or foreclosed in accordance with the laws of the State of South Carolina.

Any transfer subsequent to the conveyance of this Easement (a) without consideration, (b) to a charitable organization, which is tax exempt under Section 501(c)(3) of the Code, or (c) the South Carolina Department of Parks, Recreation and Tourism or similar government agency shall be exempt from the assessment of such transfer fee. If Grantor is a corporation, limited liability company, partnership or other entity, it shall notify Grantee upon transfer of shares, membership, or other ownership interests in Grantor.

An exchange of properties pursuant to Section 1031 of the Internal Revenue Code, or similar statute, shall be deemed to be for consideration based on the market value of the property received at the time of such transfer. Market value shall be determined by agreement of Grantor and

Grantee, or in the absence of such agreement by an MAI appraiser selected by Grantee, whose appraisal fee shall be paid by Grantee.

20. Limitations on Amendment. If circumstances arise under which an amendment to this Conservation Easement would be appropriate to clarify any ambiguities or to maintain or enhance the Conservation Values, Grantor and Grantee may amend this Conservation Easement by a mutually acceptable written agreement, provided that the amendment:

- A. shall be consistent with the Primary Purposes of this Conservation Easement, as set forth in Section 2 hereof;
- B. shall not impair the Conservation Values of the Protected Property;
- C. shall not adversely affect the eligibility of this Conservation Easement as a "qualified conservation easement" under any applicable laws, including Sections 170(h) and 2031(c) of the Code; and
- D. shall not adversely affect the status of Grantee as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code or as a qualified organization under Section 170(h)(3) of the Code.

Any such amendment shall be executed by Grantor and Grantee and recorded in the appropriate public office of the county or counties in which the Protected Property is located. Nothing in this Section 20 shall be construed as requiring Grantor or Grantee to enter into any discussions or negotiations regarding any amendment of this Conservation Easement or to agree to any such amendment.

21. Change of Circumstances. If circumstances arise in the future which render the Primary Purposes of this Conservation Easement, as set forth in Section 1 hereof, impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and Grantee shall be a party to such proceedings. The fact that any use of the Protected Property that is expressly prohibited by this Conservation Easement, or any other use that is inconsistent with the Primary Purposes of this Conservation Easement, as set forth in Section 1, may become more economically valuable than permitted uses, or that neighboring properties may in the future be put to uses that are not permitted hereunder, has been fully and carefully considered by Grantor in granting this Conservation Easement. It is the intent of both Grantor and Grantee that any such changes shall not constitute circumstances justifying the termination or extinguishment of this Conservation Easement pursuant to this Section 21. In addition, the inability or difficulty of carrying on any or all of the permitted uses, or the

unprofitability of doing so, shall not impair the validity or enforceability of this Conservation Easement or be considered grounds for its termination or extinguishment pursuant to this Section 21.

22. Notice. Any notice, demand, request, consent, Approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: Mac Stone, Executive Director
Naturaland Trust
148 River Street, Suite 110
Greenville SC 29601

To Grantee: Scott Park (or successor)
Land Conservation Director
Upstate Forever
507 Pettigru Street
Greenville, South Carolina 29601

Grantor and Grantee may designate additional or different persons and/or addresses by written notice either served personally or sent by first class mail, postage prepaid.

23. Severability. If any provision of this Conservation Easement is determined by a court of competent jurisdiction to be void and unenforceable, all remaining terms shall remain valid and binding.

24. Captions. The captions in this Conservation Easement have been inserted solely for convenience of reference and are not a part of this Conservation Easement and shall have no effect upon its enforcement, construction or interpretation.

25. Incorporation of Recitals and Exhibits. The introductory paragraphs, or recitals, and the Exhibits identified in this Conservation Easement are incorporated herein by reference and made a part hereof.

26. Recordation. This instrument shall be recorded in a timely fashion in the Office of the Register of Deeds/RMC for Oconee County, South Carolina, and may be re-recorded by Grantee at any time as may be required to preserve its rights in this Conservation Easement.

27. Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of South Carolina.

28. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the Primary Purposes. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Primary Purposes that would render the provision valid should be favored over any interpretation that would render it invalid.

29. Counterparts. The parties may execute this Conservation Easement in two or more counterparts, which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

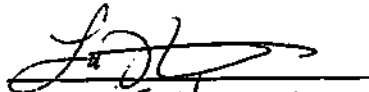
30. Binding Effect. The burdens of this Conservation Easement shall run with the Protected Property in perpetuity and shall be enforceable against Grantor and its successors and assigns and all future owners of the Protected Property and all persons or entities having any interest therein, in perpetuity. The benefits of this Conservation Easement shall inure to Grantee and its successors and assigns in perpetuity.

(Signature pages follow)

SIGNATURE PAGE FOR CONSERVATION EASEMENT

IN WITNESS WHEREOF, Grantor has signed this Conservation Easement as on this 2¹ day of December, 2018."

WITNESSES:



LORI F HOWARD



John Kelly

GRANTOR:

Naturaland Trust

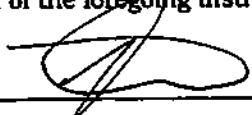
By: MAC STONE

Its: President EXECUTIVE DIRECTOR

STATE OF SOUTH CAROLINA)
COUNTY OF Greenville)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged this 21st day of December, 2018 before me the undersigned Notary, and I do hereby certify that the above named Grantor by and through the above named duly authorized representative personally appeared before me and acknowledged the due execution of the foregoing instrument.



(Signature of Notary) John Kahl

Notary Public for the State of South Carolina

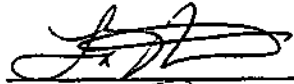
My commission expires: 11/21/21


FILED
ANITA K. THOMPSON
REGISTER OF DEEDS
2018 JAN - 1 P 2:28

SIGNATURE PAGE FOR CONSERVATION EASEMENT

IN WITNESS WHEREOF, Grantee has caused the execution of this Easement as of the day and year first above written.

WITNESSES:





GRANTEE:
Upstate Forever

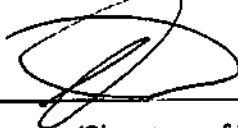
By: 

Scott Park
Land Conservation Director

STATE OF SOUTH CAROLINA)
COUNTY OF Greenville)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged this 21st day of Dec, 2018 before me the undersigned Notary, and I do hereby certify that the above named duly authorized representative of the Grantee personally appeared before me and acknowledged the due execution of the foregoing instrument.



(Signature of Notary) John Kehl
Notary Public for the State of South Carolina

My commission expires: 11/21/21

EXHIBIT 1

Legal description of Property

ALL that certain piece, parcel or lot of land, together with any and all improvements located thereon, lying and being situate in the State of South Carolina, County of Oconee, containing 53.68 Acres, more or less, as shown and more fully described on a Plat of Survey prepared by Stephen R. Edwards, PLS 19881, dated March 14, 2014, and recorded in Plat Book B593, Page 7, records of the Register of Deeds Office for Oconee County, South Carolina; having the metes and bounds, courses and distances as appear upon said Plat, being incorporated herein by reference thereto.

This conveyance is made subject to easements, rights-of-way, setback lines, zoning ordinances, covenants and/or restrictions of record and/or appearing upon the premises including, but not limited to, the reservation of timber rights for Wayne P. Todd, his heirs and assigns, pursuant to that certain Title to Real Estate recorded in Deed Book 937 at Page 225, in the Office of the Clerk of Court for Oconee County on September 30, 1997.

This being the same property conveyed to Naturaland Trust, a non-profit corporation organized and existing under the Laws of the State of South Carolina by Deed from Todd Farms Family Limited Partnership, dated 06/08/2017, recorded on 06/09/2017 in Book 2274, Page 248, in the Office of the Register of Deeds for Oconee County, South Carolina.

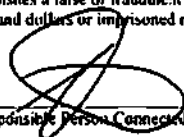
tms 095-00-01-086

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)

Affidavit

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at 53.68 ACRES bearing OCONEE County Tax Map Number 095-00-01-086, was transferred by NATURALAND TRUST to UPSTATE FOREVER on 12/21/2018.
3. Check one of the following: The deed is
 - (a) subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) _____ exempt from the deed recording fee because (see information section of affidavit): _____ (If exempt, please skip items 4 - 7 and go to item 8 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (see information section of this affidavit):
 - (a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$10.00.
 - (b) _____ The fee is computed on the fair market value of the realty which is _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
5. Check Yes _____ or No to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "yes" the amount of the outstanding balance of this lien or encumbrance is: _____.
6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here: \$10.00
 - (b) Place the amount listed in item 5 above here: _____ (If no amount is listed, place zero here)
 - (c) Subtract line 6(b) from line 6(a) and place result here: \$10.00
7. The deed recording fee due is based on the amount listed on line 6(c) above and the deed recording fee due is: 0
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: CLOSING ATTORNEY
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.



 Responsible Person Connected with the Transaction
 John L. B. Kohl
 Print or Type Name Here

SWORN to before me this 21st
 day of December 2018
Myra P. Culbertson
 Notary Public for South Carolina
 My Commission Expires: 12/15/2026



LEGAL NOTICES

LEGALS

Liquor at 215 OGONEE SQUARE DRIVE SENECA, SC 29678. To object to the issuance of this permit/license, written protest must be postmarked no later than MARCH 3, 2018.

For a protest to be valid, it must be in writing, and should include the following information:

- (1) The name, address and telephone number of the person filing the protest.
- (2) The specific reasons why the application should be denied
- (3) That the person protesting is willing to attend a hearing (if one is requested by the applicant)
- (4) That the person protesting resides in the same county where the proposed place of business is located or within five miles of the business
- (5) The name of the applicant and the address of the premises to be licensed.

Protests must be mailed to:
S.C. Department of Revenue,
ABL SECTION,
P.O. Box 125,
Columbia, SC 29214-0907
or faxed to: (803) 896-0110.

NOTICE OF AUCTION
NEIGHBORHOOD STORAGE, LLP
Storage unit #79, belonging to Nicole Wilson, containing personal items, household items and a motorcycle, will be sold to the highest bidder. The entire contents will be sold as a whole on
Saturday March 3, 2018 at 10AM
Neighborhood Storage
2005 Corinth Dr
Seneca, SC 29678

THE OGONEE COUNTY
Conservation Bank Board will meet on the following dates/times in Council Chambers
415 South Pine Street
Walhalla, SC
unless otherwise advertised.

LEGAL NOTICES

LEGALS

April 10, 2018
June 5, 2018
August 14, 2018
October 9, 2018
December 11, 2018
February 12, 2019
All meetings are scheduled for 9:00 a.m.

THE RECREATION REVIEW TASK FORCE
will meet on the following dates/times in Council Chambers,
415 South Pine Street
Walhalla, SC
unless otherwise advertised:
February 20, 2018
April 17, 2018
June 19, 2018

Your new ride is waiting for you in the Classifieds!

LEGAL NOTICES

LEGALS

August 21, 2018
October 16, 2018
December 18, 2018.
All meetings are scheduled for 3:30 p.m.

Whether you're looking to buy or sell...



The Classifieds have it!
Call 882-2375 to subscribe!

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WOW

This Job Really Delivers!"



PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

OCONEE COUNTY COUNCIL

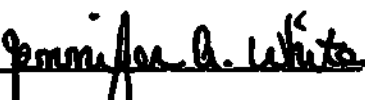
IN RE: THE OCONEE COUNTY BANK BOARD MEETING SCHEDULE 2018

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in Oconee County, Pickens County and the Pendleton area of Anderson County and the notice (of which the annexed is a true copy) was inserted in said papers on 02/15/2018 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
02/15/2018



Jennifer A. White
Notary Public
State of South Carolina
My Commission Expires July 1, 2024

JENNIFER A WHITE
NOTARY PUBLIC
State of South Carolina
My Commission Expires July 1, 2024

TRANSPORTATION

AUTOS FOR SALE



2013 Ford Escape
115K miles - \$7,900
Pete's Auto
402 S. Oak St.
Seneca • 864-882-1467



2017 Cadillac XT5
Luxury
38K miles • \$27,500
Pete's Auto
402 S. Oak St.
Seneca • 864-882-1467



84 Mercedes 300D Turbo
170K miles, \$6,500.
Pete's Auto
402 Oak Street • Seneca
Call 882-1467



93 Buick Roadmaster
115K miles
"Reduced...\$5,500"
Pete's Auto
402 Oak Street • Seneca
Call 882-1467

**FIND IT IN THE
CLASSIFIEDS!**

**EZER
STORAGE**

- Gated with surveillance
- Moving supplies

LEGAL NOTICES

LEGALS

"The Oconee County Conservation Bank Board meeting scheduled for 9 am, Tuesday, February 12, 2019 has been CANCELED and rescheduled for 9am, Tuesday, March 5, 2019 in Council Chambers located at 415 South Pine Street, Wahalla, SC 29691"

NOTICE OF APPLICATION

Notice is hereby given that Keowee Tiki Hut LLC intends to apply to the South Carolina Department of Revenue for a license/permit that will allow the sale and on premises consumption of beer, wine, and liquor at 156 Keowee Marina Dr, Seneca, SC, 29672.

To object to the issuance of this permit/license, written protest must be postmarked no later than February 28, 2019.

For a protest to be valid, it must be in writing, and should include the following information: 1. the name, address and telephone number of the person filing the protest;

LEGAL NOTICES

LEGALS

2. the specific reasons why the application should be denied;
3. that the person protesting is willing to attend a hearing (if one is requested by the applicant);
4. that the person protesting resides in the same county where the proposed place of business is located or within five miles of the business; and,
5. the name of the applicant and the address of the premises to be licensed.

Protests must be mailed to:
S.C. Department of Revenue,
ABL SECTION,
P.O. Box 125,
Columbia, SC 29214-0907;
or faxed to: (803) 896-0110.

THE JOURNAL

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Lisa Ancona, Broker/Owner



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864-882-6670 • carolinahomesc.com



EDWARDS PRINTING

is now accepting applications for a
Full-Time Pressroom Helper

All applicants must have reliable transportation, be able to work flexible hours and have good manual dexterity. Previous printing experience a plus, but willing to train the right person.

Pre-employment drug screening is required.

Apply in person from 9:00 AM - 5:00 PM.

Edwards Printing
7105 S. Highway 11
Westminster, SC 29693

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

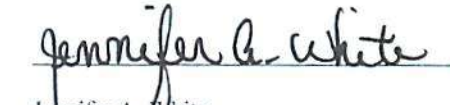
IN RE: PUBLIC NOTICE - CANCELLATION OF OCONEE COUNTY CONSERVATION BANK BOARD MEETING SCHEDULED FOR TUES., FEBRUARY 12, 2019 HAS BEEN CANCELLED AND RESCHEDULED FOR TUES., MARCH 5, 2019

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 02/12/2019 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

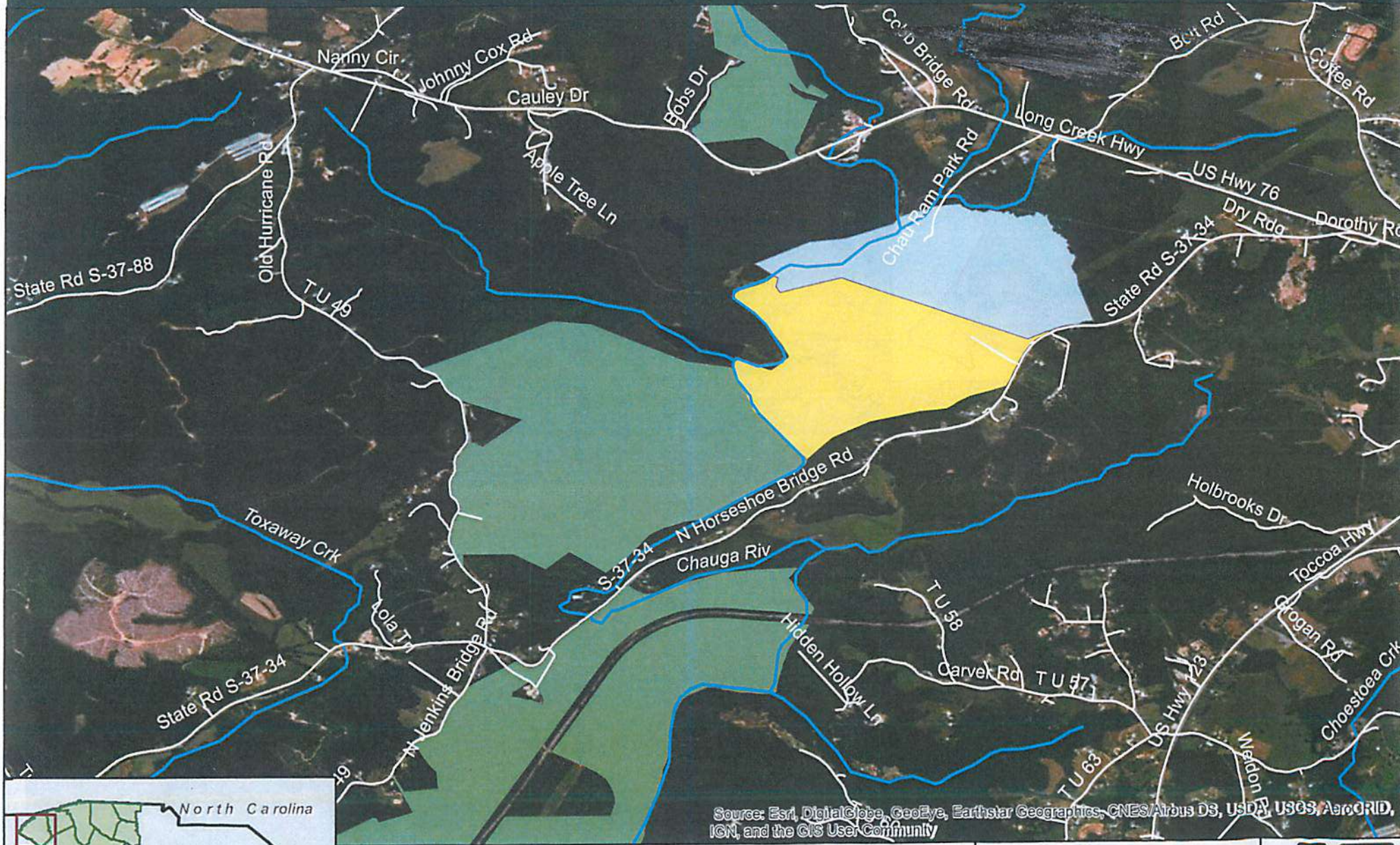
Subscribed and sworn to before me this
02/12/2019



Jennifer A. White
Notary Public
State of South Carolina
My Commission Expires February 13, 2028

JENNIFER A WHITE
NOTARY PUBLIC
State of South Carolina
My Commission Expires July 1, 2024

Chauga Heights - Proximity to Nearby Protected Property



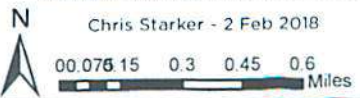
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Legend

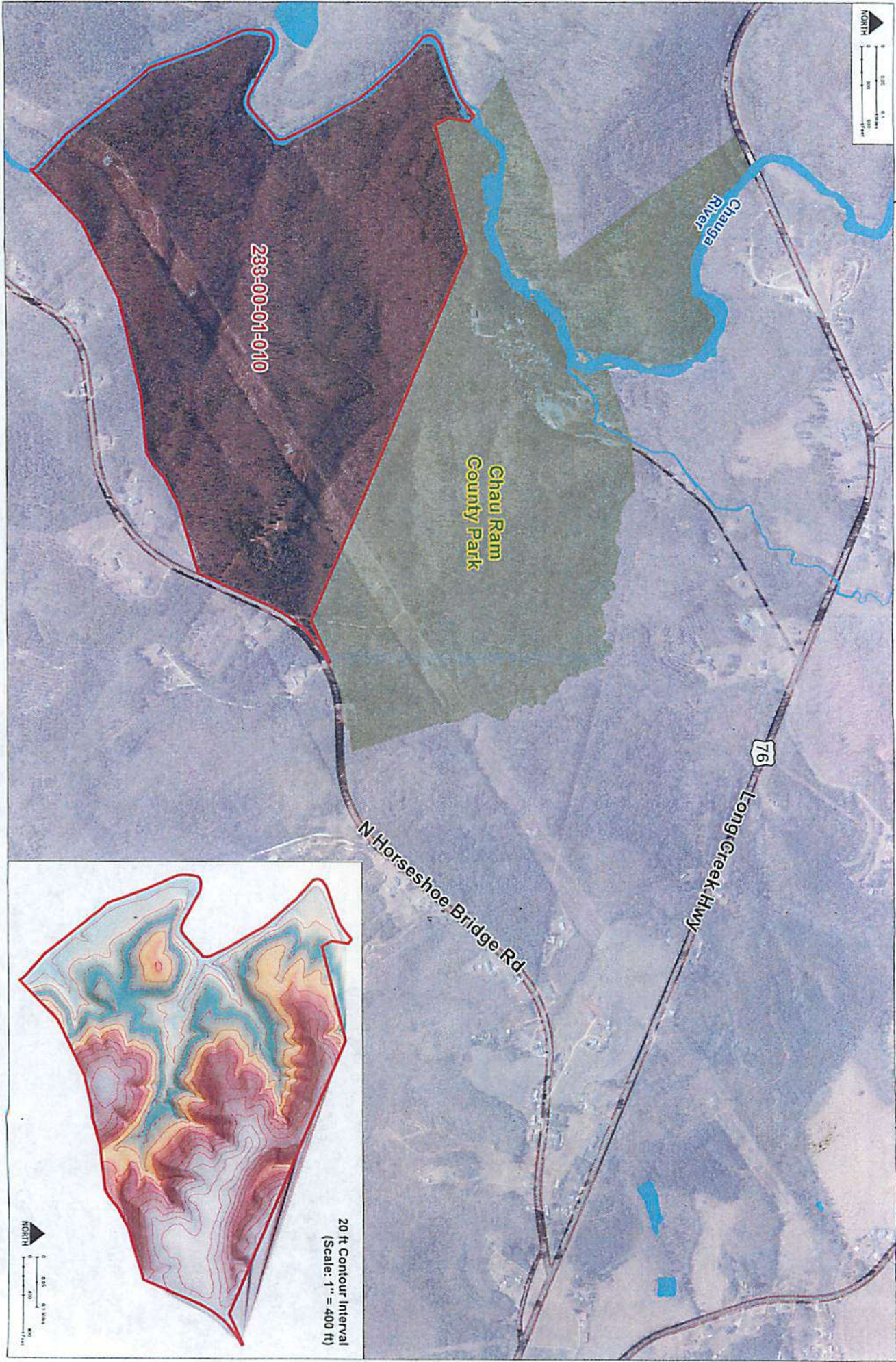
- ChauRam County Park
- UF Easements
- Chauga Heights

DISCLAIMER:
 This map is not a land survey and is for general reference purposes only. Upstate Forever makes no warranty or representation as to the accuracy of this map and disclaims all responsibility for any costs or damages that may arise from its use.



Chris Starker - 2 Feb 2018





233-00-01-010

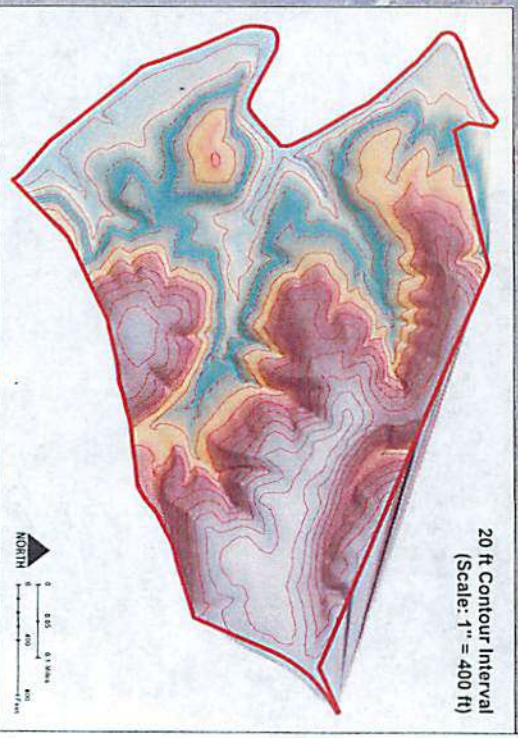
Chau Ram
County Park

76

Long Creek Hwy

N Horseshoe Bridge Rd

Chauga
River



20 ft Contour Interval
(Scale: 1" = 400 ft)





**Oconee County
Council**



Oconee County
Administrative Offices
415 South Pine Street
Walhalla, SC 29691

Phone: 864-718-1023
Fax: 864 718-1024

E-mail:
ksmith@oconeesc.com

John Elliott,
Chair Pro Tem
District I

Wayne McCall
District II

Paul A. Cain
Vice Chair
District III

Julian Davis, III
Chairman
District IV

J. Glenn Hart
District V



March 5, 2019

Community First Bank
3685 Blue Ridge Blvd.
Walhalla, SC 29691

To Whom It May Concern:

RE: Account Number: XXXXX9183

Mr. Andrew Smith, Chairman, and Ms. Emily Hitchcock, Secretary of the Oconee County Conservation Bank Board will need to be added as signers on the account. Mr. Shea Airey and Ms. Jennifer Moss would need to be removed as signers. If you have any questions or need additional information, please don't hesitate to contact me at (864) 718-1023.

Sincerely,

Katie D. Smith
Clerk to County Council
Oconee County