



**A G E N D A**  
**OCONEE COUNTY**  
**CONSERVATION BANK BOARD**  
**February 25, 2020**  
**9:00 AM**

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

1. Call to Order
2. Approval of Minutes
  - December 10, 2019
3. Treasurer's Report *[handouts provided]*
  - December 2019
  - January 2020
4. Election of Officers
  - Chairman
  - Vice Chairman
  - Secretary
  - Treasurer
5. 2020 Meeting Schedule Establishment
  - April 21, 2020
  - May 19, 2020
  - August 18, 2020
  - September 15, 2020
  - November 17, 2020
  - December 15, 2020, and
  - February 9, 2021
6. Discussion Items:
  - Continued discussion regarding Alternate Funding Sources
  - Report from Ordinance Committee
  - Discussion and/or action on proposed amendments to the Ordinance
7. Unfinished / Old Business
8. New Business
9. 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: December 31, 2019

Month Opening Balance \$15,180.00

### DEPOSITS

Deposit	12/04/2019	\$58,000.00
	12/27/2019	\$500.00

**TOTAL DEPOSITS** \$58,500.00

Beginning Balance & Total Deposits \$73,680.00

### EXPENDITURES

Incoming Wire Fee	12/04/2019	\$15.00
Cliff's Timber Project	12/10/2019	\$58,000.00
Fee for Official Check	12/10/2019	\$5.00

**TOTAL EXPENDITURES** \$58,020.00

BALANCE IN ACCOUNT

AS OF PERIOD ENDING DATE **\$15,660.00**

Report Submitted by:

  
Oconee County Conservation Bank Board Treasurer



OCONEE COUNTY  
CONSERVATION BANK BOARD

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

**Treasurer's Report**  
Local Government Investment Pool

Period Ending: December 31, 2019

DEPOSITS

Month Opening Balance \$596,199.47

EXPENDITURES

Expenditures \$58,000.00 [Cliff's Timber Project]  
Reinvestments [Interest] \$851.12

BALANCE IN ACCOUNT  
AS OF PERIOD ENDING DATE

**\$539,050.59**

Report Submitted by:

*Laura C. Hannon*  
Oconee County Conservation Bank Board Treasurer



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, 2020

Month Opening Balance \$15,660.00

**DEPOSITS**

Deposit  
**TOTAL DEPOSITS** \$0.00

**EXPENDITURES**

**TOTAL EXPENDITURES** \$0.00

BALANCE IN ACCOUNT  
AS OF PERIOD ENDING DATE **\$15,660.00**

Report Submitted by: *Laura Chawon*  
Oconee County Conservation Bank Board Treasurer



OCONEE COUNTY  
CONSERVATION BANK BOARD

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

**Treasurer's Report**  
Local Government Investment Pool

Period Ending: January 31, 2020

DEPOSITS

Month Opening Balance \$539,050.59

EXPENDITURES

Expenditures \$0.00

Reinvestments [Interest] \$827.98

BALANCE IN ACCOUNT

AS OF PERIOD ENDING DATE **\$539,878.57**

Report Submitted by:



Oconee County Conservation Bank Board Treasurer



## Meetings Dates for 2020

### Oconee County Conservation Bank Board

April 21, 2020

May 19, 2020

August 18, 2020

September 15, 2020

November 17, 2020

December 15, 2020

February 9, 2021

## DIVISION 9. - COUNTY CONSERVATION BANK

### Sec. 2-398. - Establishment of bank.

There is hereby established the Oconee County Conservation Bank in order to protect lands with significant natural, cultural and/or historic resources in Oconee County that meet the criteria set forth in section 2-403, by providing a financial incentive to willing landowners to convey either a conservation easement or fee simple title to eligible recipients (as defined herein).

(Ord. No. 2011-16, § I, 9-6-2011)

### Sec. 2-399. - Definitions.

“Application” means application to participate in the program addressed by this ordinance, including its grants.

“Bank or OCCB” for purposes of this division means the Oconee County Conservation Bank.

“Board” means the governing board of the bank.

“Conservation easement” means an interest in real property as defined by Chapter 8 of Title 27 South Carolina Code of Laws, the South Carolina Conservation Easement Act of 1991.

“Council or county council” means Oconee County Council.

“County” means Oconee County, South Carolina.

“Eligible OCCB recipient or recipient” means any of the following:

- (1) Oconee County;
- (2) A municipality in Oconee County;
- (3) An independent agency or commission in Oconee County whose mission directly relates to the conservation of lands and natural, cultural and historic resources;
- (4) A not-for-profit charitable corporation or trust authorized to do business in this state and organized and operated for natural resource conservation, land conservation, or historical preservation purposes, and having tax-exempt status as a public charity under the Internal Revenue Code of 1986, as amended, and having the power to acquire, hold, and maintain interests in land for these purposes;
- (5) Federal, state, and local agencies organized and operated for natural resource protection, land conservation, or historical preservation purposes.

“Interests in lands” means fee simple titles to lands or conservation easements on land.

“Land” means real property, including highlands and wetlands of any description.

(Ord. No. 2011-16, § II, 9-6-2011)

### Sec. 2-400. - Board.

(a) The bank will be governed by a seven-member board ("board") appointed by Oconee County Council in accordance with the following requirements and recommendations:

- (1) Each board member's primary residence shall be located in Oconee County; and
- (2) At least one of the appointed board members shall be from each of the county council districts; and
- (3) The council shall endeavor to appoint but not require candidates to be appointed as follows:
  - A board member or executive officer of a charitable corporation or trust authorized to do business in this state that is one of the following: (i) actively engaged in the acquisition of interests in land from voluntary sellers for the purposes of natural resource or land conservation in Oconee County; or (ii) is organized for historic or cultural preservation

purposes; or (iii) is an organization that represents hunting, fishing or outdoor recreation interests; and

- A board member who is an owner of rural real property who is actively engaged in the management and operation of forestlands, farmlands, or wildlife habitat; and
- A board member who is actively engaged in one of the following: (i) the real estate business; or (ii) the business of appraising forestland, farmland, or conservation easements; or (iii) the business of banking, finance or accounting; or (iv) a licensed attorney admitted to practice before the South Carolina Supreme Court with an emphasis in real estate or land use law.
- To the extent possible, all appointed board members should have a demonstrated background, experience, and interest in the conservation of lands with significant natural, cultural and/or historical resources.

(b) The initial terms of the at-large board members shall be for two years, the terms of the board members from county council district numbers 1, 3 and 5 shall be for three years, and the terms for the board members from county council district numbers 2 and 4 shall be for four years. Thereafter, all terms shall be for four years. All members may be reappointed. Vacancies shall be filled for the unexpired portion of the term.

(c) Members shall serve without compensation, but may receive such mileage and per diem as may be authorized and appropriated by Oconee County Council. The Board shall elect a chair and other officers as the Board deems necessary. The Board shall adopt rules and procedures to conduct its meetings, consistent with those used by county council.

(d) The board is a public body and its members are hereby expressly subject to, among other applicable laws and regulations, the South Carolina Ethics Act, and the South Carolina Freedom of Information Act, as amended, and shall perform their duties in accordance with their provisions.

(e) The board shall meet at least three times per year in regularly scheduled meetings and in special meetings as the chair may call, all open to the public (except for executive sessions when duly held in accordance with law). All meetings shall be conducted in accordance with the South Carolina Freedom of Information Act.

(f) The board shall report to council any member who misses three consecutive meetings or a majority of meetings for any year.

(Ord. No. 2011-16, § III, 9-6-2011; Ord. No. 2015-017, § 1, 6-16-2015)

Sec. 2-401. - Board duties and responsibilities.

(a) The board is authorized to:

- (1) Award grants from the OCCB fund (defined herein) to "Eligible OCCB Recipients" for the purchase of land or interests in land that meet the criteria contained in section 2-403; and
- (2) Apply for and receive funding for the OCCB fund, for the bank, from federal, state, private and other sources, to be used as provided in this division; and
- (3) Receive charitable contributions and donations to the OCCB fund, for the bank, to be used as provided in this division; and
- (4) Receive contributions to the OCCB fund, for the bank, in satisfaction of any public or private obligation for environmental mitigation or habitat conservation, whether such obligation arises out of law, equity, contract, regulation, administrative proceeding, or judicial proceeding. Such contributions shall be used as provided for in this division.

(b) To carry out its functions, the bank shall:

- (1) Operate a program which includes:



- a. Developing a ranking system for applications for program participation, including grants, pursuant to the criteria contained in section 2-403;
- b. Receiving grant and participation applications from eligible OCCB recipients pursuant to section 2-404;
- c. Evaluating applications from eligible OCCB recipients for eligibility for grants and to participate in the program pursuant to section 2-404;
- d. Reviewing and ranking applications from eligible OCCB recipients for grants and to participate in the program pursuant to the ranking system;
- e. Recommending the approval of certain applications to county council pursuant to section 2-404;

(2) Establish additional guidelines and procedures, consistent with this division, as necessary to implement this division; and

(3) Submit an annual report to Oconee County Council concerning all matters addressed by this division.

(c) The county administrator is directed to provide administrative resources and support needed to operate and manage the OCCB, other than financial resources and support, to the extent possible, and within existing resources of the county. When and if deemed appropriate by the board, the board may seek county council's approval to hire permanent staff, who will be county staff, reporting to the administrator.

(d) Operating expenses of the bank may be paid out of the OCCB fund in accordance with Oconee County Policies and Procedures, and, as authorized and appropriated by county council, provided such expenses shall not exceed ten percent of the total annual OCCB funding amount. Notwithstanding any other provision of this division, Oconee County tax dollars shall not be used for the operation or purposes of the bank.

(Ord. No. 2011-16, § IV, 9-6-2011)

#### Sec. 2-402. - OCCB fund.

The Oconee County Treasurer shall establish an account separate and distinct from all other funds appropriated by county council, called the Oconee County Conservation Bank Fund (the "OCCB fund"). The OCCB fund shall receive revenues as noted herein, and from the county according to one or more funding measures approved by Oconee County Council. The council acknowledges and agrees that county funding measures should be undertaken as soon as feasible, consistent with overall budget priorities of the county, in order to avoid escalating land costs and lost acquisition opportunities. The OCCB fund shall be used only for the purposes set forth herein. Funds donated to the OCCB by third parties shall not be re-directed by council.

(Ord. No. 2011-16, § V, 9-6-2011)

#### Sec. 2-403. - Criteria.

The board shall use the following conservation criteria in developing a ranking system for applications pursuant to section 2-401(b)(1).

(1) Environmental sensitivity.

- a. Presence of wetlands.
- b. Frontage on USGS Blue Line Stream.
- c. Water quality classification of such stream by the South Carolina Department of Health and Environmental Control.
- d. Presence of threatened/endangered species.
- e. Habitat suitable for threatened/endangered species.
- f. Habitat suitable for native wildlife species.

- g. Extent of biological diversity.
- h. Presence of unique geological/natural features.
- (2) Percentage of property sharing a boundary with protected land.
- (3) Historic/cultural features.
  - a. Contains feature designated on the National Historic Register.
  - b. Contains feature eligible for the National Historic Register.
  - c. Contains historic/prehistoric structures.
  - d. Contains historic/prehistoric site or location of a historic event.
- (4) Percentage of property containing prime/statewide important soil types.
- (5) Extent of active farming on property and extent proposed to be kept as wooded land or farmland.
- (6) Extent of public visibility of property.
  - a. Visibility from public roads.
  - b. Visibility from public land.
- (7) Scenic view from property or preservation of general scenic nature of that part of county.
- (8) Extent of public access.
- (9) Location of property.
- (10) Threat of development.
- (11) Size of property.
- (12) Potential impact on water quality in wetlands or water bodies not on the property.

The board shall use the following financial criteria in developing the ranking system for applications for participation in the program and grants pursuant to subsection 2-402(b)(1).

- (1) Funding percentage of appraised fee simple or conservation easement value requested;
- (2) Amount of applicable partnerships, matching contributions, management agreements, management leases, and similar collaborations among state agencies, federal agencies, eligible OCCB recipients, and local governments, boards, and commissions;
- (3) No matching funds or other contributions are required to receive grants from the OCCB fund. However, the commitment of such other funds shall be a factor considered by the board in its evaluation and recommendation of the applications.

(Ord. No. 2011-16, § VI, 9-6-2011)

Sec. 2-404. - Program and procedures.

(a) Application.

- (1) An eligible OCCB recipient independently or in conjunction with the landowner may apply for a grant from the OCCB by submitting an application in accordance with the rules and procedures established by the board under and consistent with this division;
- (2) Within five business days of the submittal of an application to the OCCB, the eligible OCCB recipient must notify in writing all landowners adjacent to the subject property of the application. Within thirty (30) days of receipt of said notice, contiguous landowners and other interested parties may submit in writing to the board their views in support of or in opposition to the application.
- (3) Prior to the submission of its application, the eligible OCCB recipient must notify in writing the owner of the land that is the subject of the application of the following:
  - a. That 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 and its assigns;
  - and

- b. That it may be in the landowner's interest to retain independent legal counsel, perform appraisals, create surveys, and seek other professional advice; and

The application must contain an affirmation that the notice requirement of this subsection has been met, and the commitment of the landowner to convey title to or an easement on the property if grant funds are approved for the property, all signed by the landowner and duly notarized by a notary public of the State of South Carolina.

(4) In each application, the eligible OCCB recipient must provide information regarding how the proposal meets the criteria contained in section 2-403.

(5) For each grant application the applicant shall specify:

- a. The purpose of the application;
- b. How the application satisfies the criteria contained in section 2-403;
- c. The uses to which the land will be put;
- d. The party responsible for managing and maintaining the land; and
- e. The parties responsible for enforcing any conservation easement or other restrictions upon the land.

(6) Where an eligible OCCB recipient seeks an OCCB grant to acquire fee title to land, the eligible OCCB recipient must demonstrate both the expertise and financial resources to manage the land for the purposes set forth in its application. The board ~~shall, on a case by case basis, may~~ require an eligible OCCB recipient acquiring fee title to land to place a conservation easement on such property or include language in the deed to ensure that the property is permanently protected permanent protection.

(7) Where an eligible OCCB recipient seeks an OCCB grant to acquire a conservation easement, the eligible OCCB recipient must demonstrate both the expertise and financial resources to monitor and enforce the restrictions placed upon the land for the purposes set forth in its application. The board shall evaluate each proposal to determine the qualifications of the proposed managing party and to determine whether the proposed management is consistent with the purposes set forth in the application.

(8) The board shall establish reasonable procedures and requirements to ensure that the personal information of eligible OCCB recipients and property owners is protected as permitted by the South Carolina Freedom of Information Act.

(b) Application review.

(1) The board shall accept three rounds of applications per calendar year in accordance with the following deadlines: April 1st, August 1st, and November 1st.

(2) The board shall evaluate each application according to the criteria contained in section 2-403 of this division and recommend approval of application and associated grants to county council based on how well the proposals meet these criteria. The more criteria a proposal satisfies, the higher priority it shall be given.

(3) The board shall evaluate each application and submit recommendations to county council within 260 days of each application deadline referred to in subsection (b)(1). The recommendation of an application may be for full approval, partial approval or disapproval.

(4) In recommending the awarding of a grant from the OCCB fund, the board shall set forth findings that indicate the items below. The board may delegate to one of its members this duty to write a report summarizing the board's findings.

- a. How the application meets the criteria set forth in section 2-403;
- b. The purpose of the award and the use to which the land will be put;
- c. The party responsible for managing and maintaining the land;

- d. The party responsible for monitoring and enforcing any conservation easements or other restrictions upon the land;
- e. How the parties designated in items c. and d. possess the expertise and financial resources to fulfill their obligations;
- f. The availability of funds in the OCCB fund for the award;
- g. Any other findings or information relevant to the award.

(5) County council shall take action on the board's recommendations within 30 days of the board's submission thereof. The council shall consider and vote on each recommendation individually. The council shall accept the recommendation of the board for the award of a grant unless (i) it is determined that there are not sufficient funds in the OCCB fund for the award or (ii) at least a majority of the council members present and voting vote to reject the recommendation. If the board's recommendation for the award of a grant is approved by council, the award shall be made and the transaction closed in accordance with subsection (c).

(6) The board may only authorize grants to purchase interests in lands at or below fair market value pursuant to a current (within ~~twelve~~<sup>three</sup> months of grant approval by county council), independent certified appraisal. ~~The board may accept a market analysis update covering the time period from the date of the original appraisal to the present in the form of a letter prepared and signed by the original appraiser. Said market analysis update letter must be submitted to the board no later than thirty (30) days prior to the next scheduled board meeting.~~ The board shall establish reasonable procedures and requirements to ensure the confidentiality of appraisals.

(c) Grant award.

(1) The board shall notify the eligible OCCB recipient of its recommendation and the action taken by county council on the application.

(2) If the board recommends the application in whole or in part and the recommendation is approved by county council in accordance with subsection (b)(5), the eligible OCCB recipient and the owner of the interest in the land identified in the application shall have a period of four months from the date of the county council's approval to decide whether to accept the award ~~and close the transaction.~~ ~~Within fourteen (14) days of acceptance of the grant award the eligible OCCB recipient shall execute and record a grant agreement or memorandum thereof, which shall be in a form approved by the board. Said grant agreement shall include provisions for the indemnification and reimbursement of the OCCB for improperly used OCCB funds, perpetual monitoring and enforcement, and other actions pursuant to Section 2-405.~~

(3) The eligible OCCB recipient shall submit the following ~~required~~ documents to the board prior to closing ~~the transaction and the board and the county attorney or an attorney designated by the County Administrator on recommendation of the board shall review and approve the documents before~~ ~~OCCB funds can be disbursed:~~

- a. A certified appraisal satisfying the requirements of subsection (b)(6);
- b. ~~A final draft of the conservation easement and/or deed, a final draft of the settlement statement, a final draft of the title insurance commitment and exceptions, and the grant agreement required pursuant to subsection 2-404(c)(2). Oconee County and the bank must be indemnified as to title in the amount of the grant, and this indemnification shall be secured by a title insurance policy acceptable to the board and obtained by the grant recipient. The indemnification requirement as to title may be waived by the board in extraordinary cases where insurable title is unobtainable, the risk of adverse claims are small, the land in question presents a particularly valuable conservation opportunity according to the criteria of section 2-403, and the cost of the interest in land acquired reflects the lack of insurable title.~~

c. In order to identify potential liability pursuant to applicable state or federal environmental laws or regulations, a certified environmental hazard assessment shall be conducted on lands before the disbursement of OCCB funds for the acquisition of all interest in such lands except as provided below in subsection (c)(3)d.

d. An application for such interest in land shall qualify as a small grant application if the amount requested is less than \$30,000.00 or ten percent of the appraised fair market value of either the conservation easement or fee simple acquisition, whichever value is smaller. The environmental assessment required in subsection (c)(3)c. shall be waived for applications for interest in land qualified as a small grant, as defined herein, unless specifically required on a case by case basis by the board.

(4) The bank and eligible OCCB recipients receiving monies from the OCCB fund shall retain all records of acquisition of interests in land with OCCB funds including, but not limited to deeds, title documents, contracts, surveys, inventories, appraisals, title insurance policies, environmental assessments, and closing documents.

(5) The board shall disburse OCCB funds to eligible OCCB recipients and the closing shall occur after all applicable requirements of this section are fully satisfied, provided the closing shall take place no later than one year after the eligible OCCB recipient and owner of the interest in land decide to accept the award unless the board, for good cause shown, extends the deadline for a period not to exceed six months.

(6) No later than sixty (60) days after the day of closing, the OCCB grant recipient shall submit a report to the board describing how the OCCB grant funds were distributed or used and the status of the project. The report shall include supporting documentation, such as the closing settlement statement, disbursement statement, and the recorded conservation easement or deed.

(Ord. No. 2011-16, § VII, 9-6-2011)

#### Sec. 2-405. - Use of funds.

(a) Only eligible OCCB recipients may acquire interests in lands with OCCB funds.

(b) The bank may purchase an interest in land on behalf of Oconee County subject to the criteria contained in section 2-403.

(c) OCCB funds shall be used only by eligible OCCB recipients for the acquisition of interests in land, including closing costs. "Closing costs" shall include recording fees, deed transfer or documentary stamp fees, the costs of performing the work and providing the documentation required under subsection 2-404(c)(3), attorney's fees, and the cost of obtaining or updating surveys or an updated market analysis pursuant to subsection 2-404(b)(6). ~~but in no event shall more than \$ \_\_\_\_\_ in closing costs be paid per award. The board shall have the discretion to allow the OCCB funds to be used solely for closing costs after considering the amount of the award, the value of the project, the amount of the closing costs, or other factors. In the event that OCCB determines that OCCB funds were spent for purposes other than those listed in this subsection or the grant agreement, the eligible OCCB recipient or property owner shall reimburse the OCCB in the amount of the improperly used funds. OCCB funds shall not be used to pay general operating expenses or endowment requests of eligible OCCB recipients, nor shall OCCB funds be used for the management or maintenance of acquired interests in land. OCCB funds shall be disbursed only at the closing of transactions in which an interest in land is acquired~~

(d) All interests in land acquired with OCCB funds shall be held by the eligible OCCB recipient approved by the board to acquire the interest in land; except that an interest in land obtained with OCCB funds may be assigned from one eligible OCCB recipient to another upon approval of the board by majority vote. In the event that there is a mortgage on any property interest protected through the use of OCCB funds, the eligible OCCB recipient and property owner, if any, shall notify and inform the mortgagee or debt-holder

that the mortgage will be subordinate to the conservation easement or conservation provisions in the deed. The eligible OCCB recipient shall copy the OCCB on the notice and information to the mortgagee.

(e) The owner of the fee simple title to property upon which a conservation easement was purchased with OCCB funds, whether the original owner that conveyed the conservation easement or a successor-in-interest, may reacquire and thereby terminate or extinguish that conservation easement, whether in whole or in part, only by complying with all of the following: (i) proving that the original conservation and/or historic values of the protected land have been lost or substantially impaired by factors beyond the owner's control, (ii) obtaining unanimous approval by the OCCB board, (iii) obtaining unanimous approval by county council, (iv) obtaining approval by the Oconee County Court of Common Pleas, and (v) making payment in cash to the OCCB fund of whichever is higher of the original fair market value or the current fair market value of the conservation easement, as determined by a certified appraisal paid for by the owner of fee simple title to the property.

(f) If an eligible OCCB recipient acquires fee simple title to land for conservation and/or historic purposes with OCCB funds, that land may not be sold, transferred, assigned, alienated, or converted to a use other than the use set forth in the grant award except by complying with all of the following: (i) proving that the original conservation and/or historic values of the protected land have been lost or substantially impaired by factors beyond the owner's control, (ii) obtaining unanimous approval by the OCCB board, (iii) obtaining unanimous approval by county council, (iv) obtaining approval by the Oconee County Court of Common Pleas, and (v) making payment in cash to the OCCB fund of whichever is higher of the original fair market value or the current fair market value of the protected land, as determined by a certified appraisal paid for by the eligible OCCB recipient.

(g) If any interests in lands that have been acquired by an eligible OCCB recipient with OCCB funds are extinguished, terminated, sold, transferred, assigned, alienated, or converted pursuant to subsections (e) and (f), the eligible OCCB recipient extinguishing, selling, transferring, assigning, alienating, or converting the interests in land shall replace them with the interests in land of substantially equal current fair market value, with any excess from the sale of the prior interests being used by contribution to the OCCB fund. The replacement land shall have the same or greater significance when evaluated under the criteria set forth in section 2-403. The board shall verify that suitable replacement interests in lands have been identified and will be obtained before authorizing that any interest in land purchased with OCCB funds be extinguished, sold, transferred, assigned, alienated, or conveyed. Where replacement in whole or in part is impossible, funds realized which are not used for replacement interests in land must be credited to the OCCB fund. Where funding for an original acquisition was from multiple sources, funds realized must be credited to the OCCB fund under this section in proportion equal to the contribution that OCCB funds made to the original acquisition.

(h) The eligible OCCB recipient or property owner shall notify the board in the event that a claim against the title to the property has been made.

(i) In the event that the title to the protected property interest is invalidated or otherwise found to be deficient, the board shall be reimbursed by the eligible OCCB recipient and/or owner in an amount up to the amount of the award approved by county council and disbursed to the eligible OCCB recipient.

(j) The eligible OCCB recipient or its successors and assigns shall submit annual reports to the board, which describe how the property interest acquired with OCCB funds is continuing to satisfy or meet the criteria for protection provided in the ordinance or how the property interest does not satisfy or meet said criteria and the plans to bring the project into compliance with the ordinance.

(k) In the event that there is no conservation easement on a property funded by the OCCB, the County Administrator shall be responsible for ensuring that the owner or the property complies with the ordinance and for enforcing the provisions of the ordinance. The grant agreement shall specify that the County shall be able to access the property for monitoring and/or enforcement purposes.

(Ord. No. 2011-16, § VIII, 9-6-2011)

Sec. 2-406. - Eminent domain or condemnation proceedings.

OCCB funds may not be used to acquire interests in lands or other interests in real property through the exercise of any power of eminent domain or condemnation proceedings.

(Ord. No. 2011-16, § IX, 9-6-2011)

Sec. 2-407. - Recreational and economic use.

The provisions of this division shall not be construed to eliminate or unreasonably restrict hunting, fishing, farming, forestry, timber management, or wildlife habitat management, as regulated by the law of this state, upon lands for which interests in lands are obtained pursuant to this division. These and other traditional and compatible activities may be conducted, where appropriate, upon lands protected with OCCB funds.

(Ord. No. 2011-16, § X, 9-6-2011)

Sec. 2-408. - Conservation easements.

When OCCB funds are used to purchase a conservation easement on land, the conservation easement shall be the controlling legal document regarding what is and what is not permitted upon the land, how the land will be protected, and what rights are vested with the eligible OCCB recipient and its assigns which holds the conservation easement. If any inconsistencies or ambiguities arise between the provisions of this ordinance and the terms and conditions of the conservation easement purchased with OCCB funds, the terms and conditions of the conservation easement shall prevail. The eligible OCCB recipient shall have sole responsibility for monitoring the property subject to the conservation easement and for enforcing the terms and conditions thereof.

(Ord. No. 2011-16, § XI, 9-6-2011)

Sec. 2-409. - Historic properties.

The board may authorize up to ten percent of the annual OCCB appropriation to acquire interests in land that qualify solely as a historic or cultural feature according to the criteria contained in section 2-403.

(Ord. No. 2011-16, § XI, 9-6-2011)



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

Property Owner Name OLY ERNIE LOMBARD

Property Owner Address POST OFFICE BOX 355, WALHALLA, SC 29691

Eligible OCCB Recipient Name and Address UPSTATE FOREVER  
507 PETTIGRU STREET  
GREENVILLE, SC 29601

Property Owner Telephone Numbers Home: (864) 638-7891  
Cell: (864) 247-0798  
Work: \_\_\_\_\_

Description & Size of Your Property in Acres: The "Whetstone Hill" tract consists of approximately 40 acres of pasture farmland. The property is currently being leased for cattle grazing and includes a derelict barn and an uninhabited residence, both of which will be removed. The barn will be replaced and a new residence constructed on the property.

General Location of Your Property: The property is situated in the Chattooga Township near Mountain Rest at the convergence of Earls Ford Road with Rocky Gap Road and Conley Road. It is approximately three stream-miles from the Chattooga Wild & Scenic River, and only one-third of a mile from the Sumter National Forest.

Oconee County Tax Map Number[s] *[required]* 090-00-01-002

Your Property's Unique Characteristics: The "Whetstone Hill" property is bounded on three sides by tributaries of the Chattooga River, including approximately 3,400 linear feet of Whetstone Creek and a tributary stream. Approximately 64.5% of the property contains Prime Soils or Soils of Statewide Importance.



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.

18 FEB 2020

Date



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](mailto: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.

**ANY APPLICATION WILL REPRESENT 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.**



## Oconee County Conservation Bank PROPERTY OWNER STATEMENT OF INTEREST PROCESS FORM

1. Landowner and their OCCB eligible “partner” (*e.g., a non-profit managed to hold conservation lands, government body or other eligible entity*) present a signed “Statement of Interest” form to the OCCB.

Landowner will be notified if their property is eligible and to submit a full application to the OCCB. [NOTE: Any such determination of eligibility to apply does not represent approval of the project.]

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
- (ii) schedule a site visit. [NOTE: the scheduling of a site visit does not represent approval of any project.]

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.]

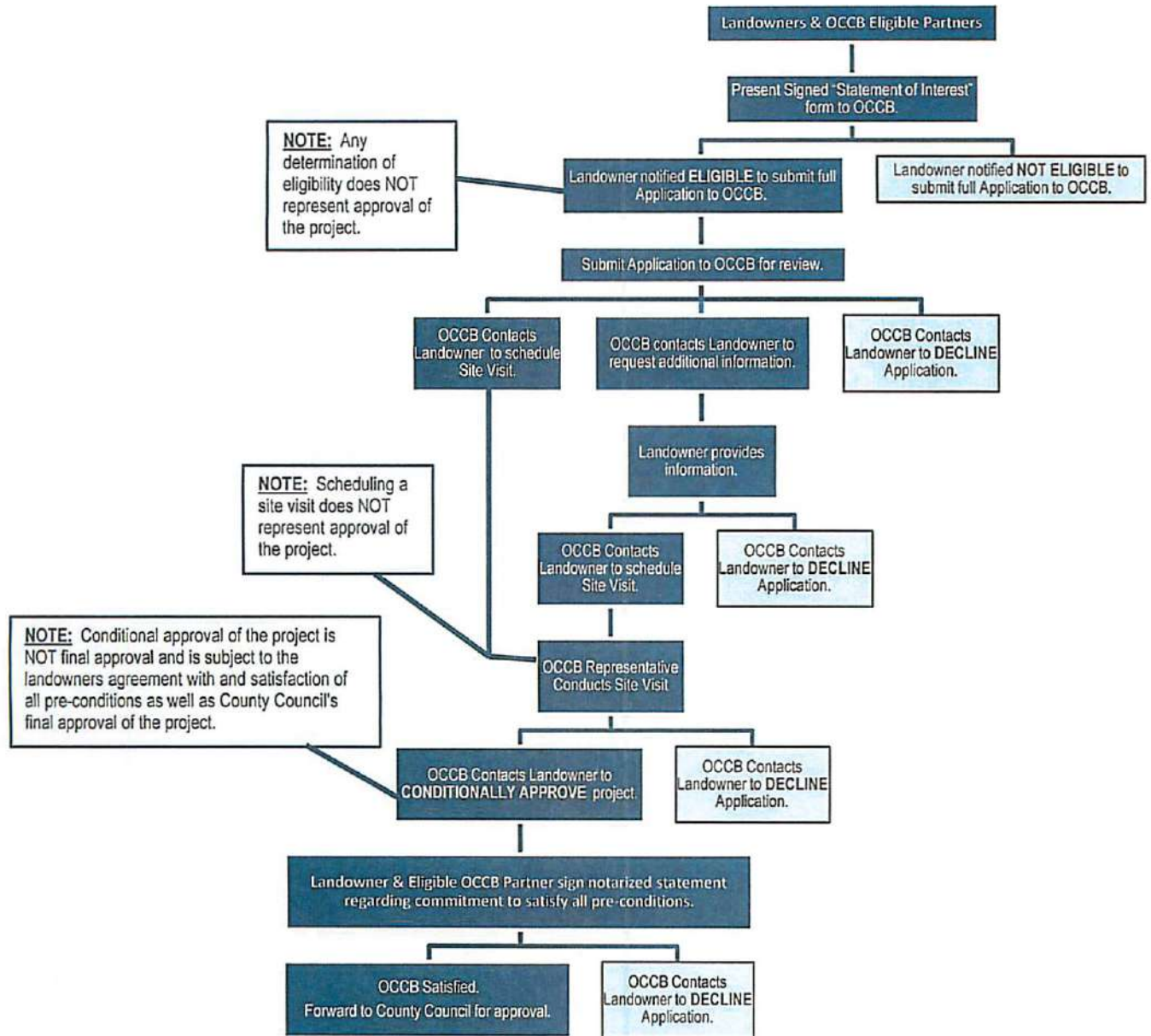
After the site visits are completed, OCCB contacts the landowner to

- (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.**



**Katie Smith**

---

**From:** Katie Smith  
**Sent:** Monday, January 27, 2020 2:59 PM  
**To:** 'classadmgr@upstatetoday.com'  
**Cc:** Katie Smith  
**Subject:** Legal Ad Request

**Please run in the next edition of your publication. Please respond to the email to confirm receipt.**

“The Oconee County Conservation Bank Board meeting that was scheduled for 9am, Thursday, February 6, 2020 has been CANCELLED and RESCHEDULED for 9am, Tuesday, February 25, 2020 in Council Chambers at the Oconee County Administrative Offices located at 415 South Pine Street, Walhalla, SC 29691.”

**Please confirm receipt of this email by way of reply.**

Best Regards,  
Katie

*Katie D. Smith*  
Clerk to Council  
415 South Pine Street  
Walhalla, SC 29691  
864-718-1023  
864-718-1024 [fax]

**CONFIDENTIALITY NOTICE:** All e-mail correspondence to and from this address may be subject to public disclosure under the South Carolina Freedom of Information Act (FOIA).

This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential, proprietary, and/or privileged information protected by law. If you are not the intended recipient, you may not read, use, copy, or distribute this e-mail message or its attachments. If you believe you have received this e-mail message in error, please contact the sender by reply e-mail or telephone immediately and destroy all copies of the original message.



Address: 300 Hiverwood Dr.  
Mt. Pleasant, SC 29466  
**Attorney, if applicable:**  
Timothy C. Merrell  
**Address:**  
119B Professional Park Dr.  
Seneca, SC 29678

**Estate:** Doris Bryant Fleming  
**Date of Death:** 09/14/2019  
**Case Number:** 2020ES3700641  
**Personal Representative:**  
Joel Lee Fleming  
**Address:** 173 Fendley Rd.  
Westminster, SC 29693  
**Attorney, if applicable:**  
Emma W. Morris  
**Address:**  
PO Box 795  
Seneca, SC 29678

#### NOTICE TO CREDITORS OF ESTATES

ALL PERSONS HAVING claims against the following estates MUST file their claims on FORM #371ES with the Probate Court of OCONEE County, the address of which is 415 SOUTH PINE STREET ROOM 202 WALHALLA, SC 29691, within eight (8) months after the date of the first publication of this Notice to Creditors or within one (1) year from date of death, whichever is earlier (SCPC 62-3-801, et seq.), or such persons shall be forever barred as to their claims. All claims are required to be presented in written statements on the prescribed form (FORM #371ES) indicating the name and address of the claimant, the basis of the claim, the amount claimed, the date when the claim will become due, the nature of any uncertainty as to the claim, and a description of any security as to the claim.

**Estate:** Horace Eugene Taylor  
AKA Horace E. Taylor  
AKA Gene Taylor  
**Date of Death:** 12/05 /2019  
**Case Number:** 2020ES3700011  
**Personal Representative:**  
Shirley Butts Taylor  
**Address:** 774 Pump House Rd.  
Westminster, SC 29693

**Estate:** Jerry Dixon Honea  
AKA Jerry D. Honea  
AKA Jerry Honea  
**Date of Death:** 01/07/2019  
**Case Number:** 2020ES3700013  
**Personal Representative:**  
Judy Honea  
**Address:** 550 Myers St.  
Westminster, SC 29693

**Estate:** Thomas Edward Lusk  
AKA Thomas E. Lusk  
**Date of Death:** 12/19/2019  
**Case Number:** 2020ES37000021  
**Personal Representative:**  
Steven Edward Lusk  
**Address:** 520 Stokes Dr.  
Seneca, SC 29672  
**Co-Personal Representative:**  
Thomas Scott Lusk  
**Address:** 162 Summers Way  
Seneca, SC 29672

**Estate:** Shirley P. Gary  
AKA Shirley Grace P. Gary  
**Date of Death:** 12/14 /2019  
**Case Number:** 2020ES3700023  
**Personal Representative:**  
James Melvin Brown  
**Address:** 221 Harbin Lane  
Seneca, SC 29678

**Estate:** David Wayne McGuffin  
**Date of Death:** 10/25/2019  
**Case Number:** 2020ES3700024  
**Personal Representative:**  
Kathy Alexander McGuffin

Written comments must be submitted by February 26, 2020 to be considered for submittal to SCDOT. For more information, please contact Barbara Dyar at 864-938-7837 or bdyar@seneca.sc.us.

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
IN THE MAGISTRATE'S COURT  
SUMMONS AND NOTICE  
OF FILING  
C/A NO: 2019CV3710100545  
CIVIL CASE NUMBER

A. Sabino,  
PLAINTIFF,  
vs.  
Jerry Burton  
243 Boone Creek Rd.  
Salem, SC 29676  
DEFENDANT(S)  
TO THE DEFENDANT, ABOVE  
NAMED:

YOU ARE HEREBY SUMMONED and required to answer the allegations of the attached complaint and present any appropriate counterclaims/crossclaims to the attached Complaint within THIRTY days from the first day after the receipt of this summons. Your Answer must be received by the:  
Seneca Magistrate  
207-A East North 1st Street  
Seneca, SC 29678  
Phone: (864) 888-1460  
Fax: (864) 888-1462

If you fail to answer within the prescribed time, a judgement by default may be rendered against you for the amount or other remedy requested in the attached complaint, plus interest and costs. If you desire a jury trial, you must request one in writing at least five (5) working days prior to the date set for trial. If no jury trial is timely requested, the matter will be heard and decided by the Judge.

**NOTICE**  
THE OCONEE CONSERVATION Bank Board meeting scheduled for 9am, Thursday, February 6, 2020 has been CANCELLED and RESCHEDULED for 9am, Tuesday, February 25, 2020 in Council Chambers at the Oconee County Administrative Offices located at 415 South Pine Street, Walhalla, SC 29691.

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**PUBLISHER'S AFFIDAVIT**

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE**

**OCONEE COUNTY COUNCIL**

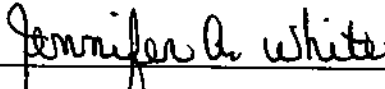
**IN RE: THE OCONEE COUNTY CONSERVATION BANK BOARD MEETINGS SCHEDULED FOR FEB 6, 2020 HAS BEEN RE-SCHEDULED**

**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 01/29/2020 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.

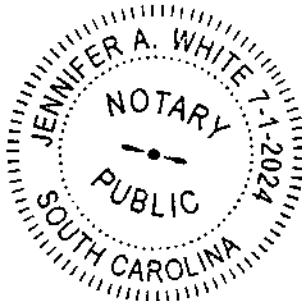


Hal Welch  
General Manager

Subscribed and sworn to before me this  
01/29/2020



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



## GRANT AGREEMENT

This Agreement is made as of the \_\_\_ day of \_\_\_\_\_, by and between the South Carolina Conservation Bank ("Bank") and \_\_\_\_\_ ("Grantee") is for the permanent conservation of \_\_\_\_\_ acres in \_\_\_\_\_ County, otherwise referred to as \_\_\_\_\_ ("Property"). By signing this Agreement or accepting any of the Grant funds, Grantee agrees to comply with the terms and conditions set forth herein.

I. **Grant Award.** The Bank hereby awards funding in the amount of \$ \_\_\_\_\_ (the "Grant") to Grantee for the acquisition of real estate interests for conservation purposes as set forth in Grantee's application for funding ("Application"), which was received by the Bank on \_\_\_\_\_ and approved by the Bank's Board of Directors at a public hearing on \_\_\_\_\_ ("Public Hearing"). All representations made by Grantee in the Grant Application and during the Public Hearing are incorporated into this Grant Agreement.

II. **General Terms of Grant.**

- A. Project: \_\_\_\_\_
- B. Date Authorized: \_\_\_\_\_
- C. Grantee: \_\_\_\_\_
- D. Escrow Agent: \_\_\_\_\_
- E. Total Grant Amount: \_\_\_\_\_
- F. Grant Period: \_\_\_\_\_

III. **Availability of Funds.** The release of any Grant monies is subject to the availability of Bank funding.

IV. **Use of Grant Funds.** The Bank awarded this Grant in reliance upon the accuracy and completeness of the Grantee's Application and supporting documents, and Grantee's representations during the Public Hearing. Grant funds must only be used for the acquisition of real estate interests for conservation purposes and for qualified closing costs, as represented in the Application and Public Hearing, and approved by the Bank's Board of Directors. Any material changes to the scope or purpose of the Project arising after the date Bank's Board of Directors approved the Grant shall render this Agreement null and void, unless the Bank's Board of Directors subsequently approves of same.

V. **Conditions for Disbursement of Grant Funds.** Per the statutory requirements of the Conservation Bank Act, before Grant funds may be released, the Grantee must provide the Bank the items listed below to the Bank's satisfaction.

- A. A formal appraisal of the property;
- B. A Phase One Environmental hazard assessment;
- C. A signed and executed contract;
- D. A statement of intent to acquire title insurance;



E. A management/financial resources plan or baseline documentation report (BRD) (including a description of how the property will be managed to protect the conservation values of the property);

F. A signed copy of this Grant Agreement by the Grantee and, for conservation easements, also by the landowner;

G. If applicable, a signed copy of a subordination agreement by a lender; and

H. Any other data, acknowledgement, or documentation requested by the Board of Directors of the Bank.

#### VI. **Discrepancies.**

A. Acreage Discrepancies. If the interest in the Property is reduced in acreage up to 10% as to that stated in the Application, the Bank staff shall have the authority to reduce the award on a proportional per acre basis. However, a reduction of acreage exceeding 10% shall be deemed material and will render the original Grant null and void.

B. Valuation Discrepancies. If the property values stated in the Application materially deviate from the final appraisal, the Board of Directors of the Bank reserves the right to require the applicant to resubmit the application for reconsideration with updated financials.

VII. **Release of Grant Funds.** The Bank will release the Grant funds to Grantee within the Grant Period after Grantee executes this Grant Agreement and provides documentation that Grantee has complied with all other terms and conditions. Furthermore, the disbursement of Grant funds is contingent on the receipt and approval by the Bank of items listed in Section IV (A) through (G) by May 31, 2020.

VIII. **Closing Deadline.** Closing for the properties should be scheduled no later than June 30, 2020, or within 60 days of the release of Grant funds, whichever is sooner.

IX. **Closing Package.** Grantee shall provide a Closing Package to Bank staff, which shall include the items listed below. The Closing Package must be received by the Bank within 30 days of closing the real estate transaction subject to the Application.

A. Cover letter listing all enclosed documents, a full accounting of the use of Grant funds, and a brief acknowledgement that Grantee has satisfied the objectives, terms and conditions of the Project, as set forth in the Application and Public Hearing;

B. Copy of the signed closing statement;

C. Copy of recorded Grant Agreement;

D. Copy of recorded Match Agreement, if applicable;

E. Copies of final due diligence and legal documents, and all other recorded documents; and

- F. All other documentation requested by the Bank.
- X. **Reporting.** In the event that Grantee has not closed on the project by January 31, 2020, Grantee shall submit to the Bank a written status report indicating the anticipated closing date and describing any material updates or changes to the Project.
- XI. **Recorded Grant Agreement.** This executed Grant Agreement must be recorded on the deed(s) of the real estate interest subject to the Grant. A copy of the recorded Grant Agreement must be submitted in the Closing Package.
- XII. **Recorded Match Agreement.** If submitted and approved as part of Grantee's Application, the Match Agreement must be recorded on the deed(s) of the real estate interest subject to the Grant, and Grantee must provide Bank with a copy of same in the Closing Package.
- XIII. **Annual Report.** A copy of Grantee's annual inspections of the Property must be submitted to the Bank within twelve (12) months of the release of Grant funds. Thereafter, copies of all future inspection reports must be submitted to the Bank on an annual basis. Electronic copies of Grantee's annual stewardship reports are acceptable. Grantee is required to give the Bank notice of any stewardship concern that materially threatens the conservation purposes of the Grant within 30 days of discovering it.
- XIV. **Indemnification.** Grantee agrees to indemnify, defend and hold harmless the Bank from and against any loss, cost, or damage of any kind arising out of its breach of this Agreement, and or Grantee's negligence or willful misconduct.
- XV. **Title Insurance Proceeds.** Proceeds arising out of any perfected claim against title will be shared in proportion to the Bank's Grant, as compared to the total cash funds provided from all sources for the acquisition of the interests in the land.
- XVI. **Reversion of Grant Funds.** Grantee will immediately return to the Bank any unexpended funds at the end of the Grant period. Funds also shall be immediately returned if the Bank terminates the Grant in accordance with Article V or Article XVI.
- XVII. **Termination** The Bank may terminate the Grant (including any further funding thereof) immediately if, in its sole discretion, it determines the Grantee has breached this Agreement, has not made adequate attempts to fulfill the terms of the Grant, has made a misrepresentation about the organization, including its 501(c)(3) status, or the Project, files bankruptcy, or has misappropriated Grant funds.
- XVIII. **Accounting.** Grantee shall be responsible for the expenditure of funds and for maintaining adequate supporting records consistent with generally accepted accounting practices. Grantee's financial record-keeping and accounting procedures relating to the administration of the Grant must be made available for examination by the Bank staff if requested with reasonable notice and during normal working hours for three years after the end of the Grant period.
- XIX. **Publicity.** Grantee agrees to coordinate with Bank before issuing press releases or other public statements concerning the Grant.

**XX. Limit of Commitment.** The Bank has no obligation to provide any support beyond the Grant period, unless otherwise agreed to in writing between the Parties.

**XXI. Applicable Law.** This Grant shall be governed by and construed in accordance with the laws of South Carolina. In carrying out the Project, Grantee will comply with all applicable laws, regulations, and rules, and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.

**XXII. Legal Relationship and Liability.** Nothing contained herein shall create a partnership, joint venture, employment, agency or fiduciary relationship between the parties. Neither party has the right or authority to control or direct the activities of the other or the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this Agreement. Neither party to this Agreement shall be liable to the other party for any consequential, punitive, special or exemplary damages (including lost profits) resulting from or arising out of any breach of this Agreement, or any party's performance under this Agreement

**XXIII. Counterparts.** This Agreement may be executed in any number of counterparts (or upon separate signature pages bound together in one or more counterparts), each executed counterpart constituting an original agreement, but altogether constituting only one agreement. This Agreement may be executed via facsimile or electronic document (including PDF) signature.

**XXIV. Escrow Agent.** All approved Grant funds shall be disbursed to an escrow agent with an active state vendor number for the acquisition of the real estate interest, as set forth in the Grant Application. As an exception, if the Grantee owns the property interest prior to the release of the Grant Award, Grantee may request payment in the form of a check mailed to Grantee's address. In such circumstances, the Grantee must provide documentation to ensure that the Grant Award is consistent with the all laws and regulations, including the Bank's internal policies, governing eligible use of funds.

**XXV. Entire Agreement.** This Grant Agreement constitutes the entire agreement between the Grantee and the Bank. No oral representations or other agreements have been made by the Grantee or the Bank except as stated herein.

The terms of this Grant Agreement are accepted and agreed to by:

\_\_\_\_\_  
Grantee

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
South Carolina Conservation Bank

By: J. Raleigh West III  
Title: Executive Director  
Date: October 7, 2019