

## LIMITED IN-PERSON ATTENDANCE PERMITTED

Due to the Novel Coronavirus pandemic and the ongoing state of emergency, in-person attendance at this Council meeting by members of the general public will be limited. Attendance will be limited to twenty percent of the stated maximum occupancy, which equates to thirty-four (34) persons (including Council members, other elected officials, and staff). Attendees will be required to sit in designated seats, appropriately spaced. In-person attendance will be allowed on a "first-come" basis.

Additionally, to ensure the meeting otherwise remains open to the public, we will continue to broadcast it live on the County's YouTube channel, which can be found via the County's website at [Oconeesc.com](http://Oconeesc.com). Further, the public may call in and listen by dialing **888-475-4499 OR 877-853-5257** and entering meeting ID # **847 4670 1618**. And, individuals parked in close proximity to Council Chambers may listen to the meeting on FM 92.3.



# A G E N D A

## OCONEE COUNTY CONSERVATION BANK BOARD

February 9, 2021

9:00 AM

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

1. Call to Order
2. Election of Officers
  - Chairman
  - Vice Chairman
  - Secretary
  - Treasurer
3. Approval of Minutes
  - December 15, 2020
4. Approval of OCCB 2021 Meeting Calendar
5. Treasurer's Report
  - December 2020 [Community First Bank & Local Government Investment Pool]
6. Fundraising and Public Relations Reports
7. Discussion Items [to include Vote and/or Action on matters brought up for discussion, if required]
  - Final Drafts of OCCB forms from Procedures Committee
  - Expenditure for recording grant agreement – Elaine Morris project
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.

### BOARD MEMBERS

Andrew Smith, District II      Emily Hitchcock, At-Large  
Laura Havran, District I      Ryan Keese, District III  
VACANT, District IV      VACANT, District V  
Charles VanOver, At-Large

## OCONEE CODE OF ORDINANCES

### Sec. 2-61. - Access to and conduct at county meetings, facilities and property.

(a) *Purpose.* The county council has determined that it is necessary to regulate access to county facilities, grounds and property in order to ensure the safety and security of the public who visit these areas or the county employees who serve them. The conduct of persons who visit county facilities and/or who have contact with county employees must also be regulated to preserve public order, peace and safety. The regulation of access and conduct must be balanced with the right of the public to have reasonable access to public facilities and to receive friendly, professional service from county employees. These regulations apply to all county facilities and meetings, as defined below, for and over which county council exercises control and regulation, and to the extent, only, not pre-empted by state or federal law.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Facility* means any building, structure, or real property owned, leased, rented, operated or occupied by the county or one of its departments, offices or agencies.

*Meeting* means any assemblage of persons for the purpose of conducting county governmental business, operations or functions or any assemblage of persons within a county governmental facility. The term "meeting" includes, but is not limited to, county council meetings, county board and committee and staff meetings, trials, hearings and other proceedings conducted in the courts of general sessions and common pleas, family court, master-in-equity, probate court and magistrate's court; and other meetings by entities duly authorized by the county council.

(c) *Prohibited acts.* It shall be unlawful for any person to:

- (1) Utter loud, obscene, profane, threatening, disruptive or abusive language or to engage in any disorderly or disruptive conduct that impedes, disrupts or disturbs the orderly proceedings of any meeting, or operations of any department or function of the county government, including, without limitation, speaking when not explicitly recognized and authorized to do so by the presiding official in such meeting.
- (2) Bring, carry, or otherwise introduce any firearm, knife with blade longer than two inches or other dangerous weapon, concealed or not concealed, into any facility or meeting. This prohibition does not apply to law enforcement personnel or any other person whose official, governmental duties require them to carry such firearm, knife, or other weapon.
- (3) Engage in partisan political activity, including speech, in any meeting not authorized and called for the purpose of partisan political activity and explicitly authorized for such purpose in the facility in which such activity is to be conducted, or refusing to cease such activity when the presiding official of the meeting in question has ruled that the activity in question is partisan political activity and has directed that such activity stop.
- (4) Interfere with, impede, hinder or obstruct any county governmental official or employee in the performance of his duties, whether or not on county government property.
- (5) Enter any area of a county government facility, grounds or property when such entry is prohibited by signs, or obstructed or enclosed by gates, fencing or other physical barriers. Such areas include rooms if clearly marked with signs to prohibit unauthorized entry.
- (6) Enter by vehicle any area of a county governmental facility, grounds or property when such area is prohibited by signs or markings or are obstructed by physical barriers; or park a vehicle in such restricted areas; or park in a manner to block, partially block or impede the passage of traffic in driveways; or park within 15 feet of a fire hydrant or in a fire zone; or park in any area not designated as a parking space; or park in a handicapped parking space without proper placarding or license plate; or park in a reserved parking space without authorization.

- (7) Use any county governmental facility, grounds or other property for any purpose not authorized by law or expressly permitted by officials responsible for the premises.
  - (8) Enter without authorization or permission or refuse to leave any county governmental facility, grounds or other property after hours of operation.
  - (9) Obstruct or impede passage within a building, grounds or other property of any county governmental facility.
  - (10) Enter, without legal cause or good excuse, a county governmental facility, grounds or property after having been warned not to do so; or, having entered such property, fail and refuse without legal cause or good excuse to leave immediately upon being ordered or requested to do so by an official, employee, agent or representative responsible for premises.
  - (11) Damage, deface, injure or attempt to damage, deface or injure a county governmental property, whether real property or otherwise.
  - (12) Enter or attempt to enter any restricted or nonpublic ingress point or any restricted access area, or bypass or attempt to bypass the designated public entrance or security checkpoint of a facility without authorization or permission.
  - (13) Perform any act which circumvents, disables or interferes with or attempts to circumvent, disable or interfere with a facility's security system, alarm system, camera system, door lock or other intrusion prevention or detection device. This includes, without limitation, opening, blocking open, or otherwise disabling an alarmed or locked door or other opening that would allow the entry of an unauthorized person into a facility or restricted access area of the facility.
  - (14) Exit or attempt to exit a facility through an unauthorized egress point or alarmed door.
- (d) *Penalty for violation of section.* Any person violating the provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-7. In addition, vehicles that are improperly parked on any county property, facility, or other premises may be towed at the owner's expense.

(Ord. No. 2003-04, §§ 1—4, 4-15-2003; Ord. No. 2012-06, § 1, 4-3-2012)



## Meetings Dates for 2021

### Oconee County Conservation Bank Board

March 2, 2021

April 6, 2021

May 18, 2021

August 10, 2021

September 21, 2021

November 9, 2021

December 14, 2021

February 8, 2022



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, 2020

Month Opening Balance \$4,255.00

### DEPOSITS

Deposit	12/23/2020	\$66,100.00
<b>TOTAL DEPOSITS</b>		<u>\$66,100.00</u>
Total Deposits		\$66,100.00

### EXPENDITURES

Incoming Wire Fee	\$15.00
Whetstone Creek Preserve/Estate of William Lyles	\$66,100.00
Outgoing Wire Fee	<u>\$20.00</u>
<b>TOTAL EXPENDITURES</b>	\$66,135.00

BALANCE IN ACCOUNT  
AS OF PERIOD ENDING DATE **\$4,220.00**

Report Submitted by:

*Laura C. Hauran*  
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, 2020

DEPOSITS

Month Opening Balance \$410,292.56

EXPENDITURES

Expenditures \$66,100.00

Reinvestments [Interest] \$54.44  
[Whetstone Creek Preserve/Estate of William Lyles]

BALANCE IN ACCOUNT

AS OF PERIOD ENDING DATE **\$344,247.00**

Report Submitted by:

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



# DRAFT 1.1

by Grantee in the Application and during the review and consideration of the Application by the OCCB and Council are incorporated into this Grant Agreement.

## 2. General Terms of Grant.

- a. Project/Property: \_\_\_\_\_
- b. Date Approved by the OCCB: \_\_\_\_\_
- c. Grantee: \_\_\_\_\_
- d. Date Grant Award Accepted by Grantee: \_\_\_\_\_
- e. Total Grant Amount: \_\_\_\_\_
- f. Closing Deadline: \_\_\_\_\_
- g. Title Insurance Provider: \_\_\_\_\_

3. **Availability of Funds.** The failure to close by the closing deadline, unless an extension is granted by the OCCB, shall automatically render the Grant Award null and void.

4. **Use of Grant Funds.** The OCCB awarded this Grant in reliance upon the accuracy and completeness of the Grantee's Application and supporting documents, and Grantee's representations. Grant Funds must only be used for the acquisition of real estate interests for conservation purposes and closing and other costs as allowed by the Conservation Bank Ordinance. Any material changes to the scope or purpose of the Project arising after approval by County Council must be approved by the OCCB and Council.

5. **Conditions for Disbursement of Grant Funds.** Pursuant to the Conservation Bank Ordinance, the OCCB shall not deliver the Grant Funds until the Grantee provides the OCCB the following:

- a. An independent certified appraisal of the Property dated within twelve (12) months of the Grant approval by Council;
- b. A certified environmental hazard assessment, unless the Application qualifies as a small grant application;
- c. A final draft of the conservation easement and/or deed;
- d. A final draft of the settlement statement;
- e. A final draft of the title insurance commitment and exceptions;
- f. A recorded by copy of this Grant Agreement signed by the Grantee, and for conservation easements, also by the Landowner; and
- g. Any other data, acknowledgement, or documentation requested by the OCCB.



# DRAFT 1.1

- h. The name, address, email address, and phone number of the Closing Attorney and Firm.

**The OCCB reserves the right to reject documents that do not comply with the  
Conservation Bank Ordinance.**

6. **Title Insurance.** The Grantee shall maintain title insurance to indemnify and reimburse the County and the Conservation Bank in an amount up to the total of the Grant Funds for issues related to the title to the Property, and to maintain funds sufficient to indemnify and reimburse the County and the Conservation Bank in an amount up to the total of the Grant Funds in the event that title insurance is unavailable, for any reason, or if the issues are unrelated to title to the Property.
7. **Recorded Grant Agreement.** This executed Grant Agreement must be recorded with the Register of Deeds for Oconee County, South Carolina. A copy of the recorded Grant Agreement must be submitted to Grantor as provided in Section 5f above.
8. **Delivery of Grant Funds.** All approved Grant Funds shall be delivered to the closing attorney identified by the Grantee after final approval of the foregoing documents by the OCCB.
9. **Discrepancies.**
  - a. Acreage Discrepancies. If the interest in the Property is reduced in 10% or less in acreage as to that stated in the Application, the OCCB Chair 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 Application and Grant Award null and void.
  - b. Valuation Discrepancies. The ultimate amount of the Grant Funds shall be the lesser of the Conservation Value cited in the appraisal or cited in the Application.
10. **Closing Deadline.** Closing for the Property should be scheduled no later than the date set forth above or within 30 days of the delivery of Grant Funds, whichever is sooner. In the event that Grantee has not closed on the project by Closing Deadline, Grantee shall submit to the OCCB a written status report explaining why closing has not occurred and either (1) withdrawing the Application and acceptance of the Grant award, or (2) requesting a one-time extension not to exceed six (6) months.
11. **Annual Report.** A copy of Grantee's annual inspections of the Property must be submitted to the Grantor within twelve (12) months of the release of Grant funds. Thereafter, copies of all future inspection reports must be submitted to the Grantor on an annual basis. Electronic copies of Grantee's annual stewardship reports are acceptable. Grantee is required to give the OCCB notice of any stewardship concern that materially threatens the conservation purposes of the Grant within 30 days of discovering it.

# DRAFT 1.1

12. **Financial Records.** Grantee shall be responsible for the expenditure of Grant funds and for maintaining adequate supporting records thereof 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 Grantor if requested with reasonable notice and during normal working hours.
13. **Public Relations.** Grantee agrees to coordinate with Grantor before issuing press releases or other public statements concerning the Grant. Grantor may issue press releases without notice to or the consent of the Grantee.
14. **Indemnification.** The Grantee agrees to indemnify and reimburse the County and the Conservation Bank in an amount up to the total of the Grant Funds for deficiencies, claims, damages, or any other liabilities or circumstances in the event of the improper use of Grant Funds or that the Grant Funds cannot be used for their intended purpose, which is the permanent conservation of the Property, in circumstances such as, but not limited to: fee simple title to the Property not being vested in Grantee or Landowner; any defect in, or lien or encumbrance on, the title to the Property (subject to the stated exceptions in the title insurance policy); unmarketable title; lack of access to and from the Property or the inability to exercise the contemplated use of the Property as conservation property; the use of the Property for other than conservation purposes or for purposes incompatible with the permanent conservation of the Property; failure to comply with any of the requirements of the Conservation Bank Ordinance; or in the event the interests in the Property are extinguished, terminated, sold, transferred, assigned, alienated, or converted and can not be replaced as required by the Conservation Bank Ordinance.
15. **Indemnification.** Grantee agrees to indemnify, defend and hold harmless the Grantor 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.
16. **Notification of Breach.** The OCCB shall notify the Grantee that the OCCB has determined the Grantee has breached this Agreement, has not made adequate attempts to fulfill the terms of the Grant Agreement, has made a misrepresentation about the organization, including its 501(c)(3) status, or the Project, files bankruptcy, or has misappropriated Grant funds and Grantee shall have 30 days to appeal the OCCB's determination or reimburse the OCCB in the full amount of the Grant Award.
17. **Notification of Intended Transfer of Property Interest.** The Grantee and Landowner agree to notify the Conservation Bank of any intended transfer of the Property or any part or interest thereof, no later than ninety (90) days of the intended transfer.

# DRAFT 1.1

18. **Notification of Intended Transfer of Grantee's Interest and Obligations.** The Grantee agrees to notify the Conservation Bank of its intended transfer of any of its interests in the Property or any of its obligations hereunder, no later than ninety (90) days of the intended transfer.
19. **Authority to Prohibit Transfer of Property.** The Grantee and Landowner agree that the Conservation Bank shall have the unilateral authority to prohibit the transfer of the Property, if the Conservation Bank determines that the proposed transfer of the Property will threaten the permanent conservation of the Property.
20. **Binding Agreement.** This Agreement shall bind the Grantee, its successors and assigns, and the Landowner, its successors and assign and shall continue in existence so long as the obligations as described herein and in the Conservation Bank Ordinance remain in force.
21. **Severance of Provisions.** In the event any one or more of the provisions contained in this Grant Agreement shall be for any reason held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Grant Agreement, and this Grant Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
22. **Future Grant Support.** The Grantor has no obligation to provide any support beyond award of the Grant, unless otherwise agreed to in writing between the Parties.
23. **Governing 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, rules, and ordinances and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.
24. **Independence.** 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.
25. **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.

# DRAFT 1.1

This Grant Agreement is executed by and between Oconee County, South Carolina, the Oconee County Conservation Bank, the Grantee, its successors and assigns, and the Landowner, and the Landowner's heirs, successors and assigns, to wit:

OCONEE COUNTY:

\_\_\_\_\_  
*Signature*

Witness: \_\_\_\_\_

By: \_\_\_\_\_

Witness: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Sworn and subscribed before me this  
\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Notary Seal:

\_\_\_\_\_  
Notary Public for:  
My Commission ends:

OCONEE COUNTY CONSERVATION BANK:

\_\_\_\_\_  
*Signature*

Witness: \_\_\_\_\_

By: \_\_\_\_\_

Witness: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Sworn and subscribed before me this  
\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Notary Seal:

\_\_\_\_\_  
Notary Public for:  
My Commission ends:

# DRAFT 1.1

GRANTEE:

\_\_\_\_\_  
*Signature*

By: \_\_\_\_\_

Its: \_\_\_\_\_

Sworn and subscribed before me this  
\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Notary Public for:  
My Commission ends:

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

Notary Seal:

LANDOWNER:

\_\_\_\_\_  
*Signature*

By: \_\_\_\_\_

Its: \_\_\_\_\_

Sworn and subscribed before me this  
\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Notary Public for:  
My Commission ends:

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

Notary Seal:



# Oconee County Conservation Bank

## CRITERIA WORKSHEET

**PROJECT/PROPERTY NAME:** \_\_\_\_\_  
**GRANT CYCLE:** \_\_\_April \_\_\_August \_\_\_November Year: \_\_\_\_\_

### SECTION II: MANDATORY REQUIREMENTS/SUBMISSIONS

1. Applicant signature present and all required documents attached. \_\_\_\_\_ Yes \_\_\_\_\_ No
2. Landowner notarized signature present, items a and c on Application checked yes, and if item d checked yes, documentation attached. \_\_\_\_\_ Yes \_\_\_\_\_ No

**Application will not be processed until all mandatory requirements are met and all mandatory submissions are present.**

### SECTION III: LAND MANAGEMENT EVALUATION

#### Land Manager Qualifications

\_\_\_\_\_ Pass \_\_\_\_\_ Fail

If does not pass; will not recommend an award of a grant to the Council

### SECTION IV: CONSERVATION CRITERIA

1. Environmental Sensitivity <i>(Assign 0-4 points for all that apply. Maximum Subtotal Points = 32)</i>	Point Subtotal	Notes
a. Wetlands		
b. USGS Blue Line Streams & Lake		
c. Adjacent to Water Classified as either ___ (i) Outstanding Natural Resource Water ___ (ii) Outstanding Resource Water ___ (iii) Trout Water		
d. Presence of Threatened/Endangered Specie		
e. Presence of Habitat Suitable for Threatened/Endangered Species		
f. Presence of Native Wildlife Species or Habitat Suitable for Native Wildlife Species		
g. Extent of Biodiversity		
h. Unique Geologic/Natural Feature		

<b>2. Percentage of Property Sharing Boundary with Protected Land</b> <i>(Select the appropriate category, if any. Maximum Points = 4)</i>	<b>Points</b>	<b>Notes</b>
1% - 25% <i>(1 point)</i>		
26% - 50% <i>(2 points)</i>		
> 50% <i>(3 points)</i>		
100% <i>(4 points)</i>		

<b>3. Historic/Cultural Features</b> <i>(Assign 1 point for each of a. – e. that apply; Assign 0–5 for item f. Maximum Total = 9)</i>	<b>Point Subtotal</b>	<b>Notes</b>
a. National Historic Register Designation		
b. National Historic Register Eligible		
c. Historic/Prehistoric Structures		
d. Historic/Prehistoric Site		
e. Location of a Historic Event		
f. Solely historical or cultural site		

<b>4. Prime/Statewide Soil Types</b> <i>(Select the appropriate category, if any. Maximum Points = 8)</i>	<b>Point Subtotal</b>	<b>Notes</b>
30 – 44% <i>(2 points)</i>		
45 – 59% <i>(4 points)</i>		
60 – 74% <i>(6 points)</i>		
>75% <i>(8 points)</i>		

<b>5. Actively Farmed/Future Farmed</b> <i>Maximum Points = 6</i>	<b>Point Subtotal</b>	<b>Notes</b>
a. Actively Farmed <i>(up to 3 points)</i>		
b. Future Plans <i>(up to 3 points)</i>		

<b>6. Public Visibility of Property</b> <i>(Maximum Points = 1)</i>	<b>Points</b>	<b>Notes</b>
a. Visible from Federal, State, County Rd		
b. Visibility from Public Access Lands or Waterways		

<b>7. Scenic Views</b> <i>(Maximum Total Points = 2)</i>	<b>Point Subtotal</b>	<b>Notes</b>
a. Scenic View from Property		
b. Preservation of Scenic Nature of Area		

<b>8. Public Access</b> <i>(Assign points for one category only, if any)</i>	<b>Points</b>	<b>Notes</b>
a. Limited <i>(0-3 points)</i>		
b. Unlimited <i>(4-6 points)</i>		

<b>9. Location</b> <i>(Maximum Points = 2)</i>	<b>Point Subtotal</b>	<b>Notes</b>
a. Proximity to Protected Lands		
b. Proximity to municipality/community		

<b>10. Threat of Development</b> <i>(Range of 0-5 total points)</i>	<b>Points</b>	<b>Notes</b>
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<b>11. Size of Protected Property</b> <i>(Assign points for one category only. Maximum points = 5)</i>	<b>Points</b>	<b>Notes</b>
> 0 Acres – 50 Acres <i>(1 point)</i>		
>50 Acres – 100 Acres <i>(2 points)</i>		
> 100 Acres – 250 Acres <i>(3 points)</i>		
> 250 Acres – 500 Acres <i>(4 points)</i>		
> 500 Acres <i>(5 points)</i>		

<b>12. Impact on Offsite Water Quality</b> <i>(Range of -1 to +3 total points)</i>	<b>Points</b>	<b>Notes</b>
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<b>13. Plans for Property</b> <i>(Range of 0 - 2 total points)</i>	<b>Points</b>	<b>Notes</b>
<b>SUBTOTAL - SECTION IV</b> <i>(Maximum Points = 85)</i>	<b>Points</b>	

<b>SECTION V: FINANCIAL CRITERIA</b>		<b>Notes</b>
<b>1. Financial Expertise and Resources for Enforcement</b> <i>(Pass/Fail Item)</i>		If does not pass, will not recommend an award of a grant to the Council
<b>2. Funding Percentage Requested</b> <i>(Assign a maximum of 3 Points)</i>		
<b>3. Matching Funds</b> <i>(Assign a maximum of 5 Points)</i>		
<b>4. Partnerships, Etc.</b> <i>(Assign a maximum of 3 Points)</i>		
<b>5. Cost Per Acre to OCCB</b> <i>(Assign a maximum of 2 Points)</i>		
<b>6. Other Economic Benefits</b> <i>(Assign a maximum of 2 Points)</i>		
<b>SUBTOTAL - SECTION V</b> <i>(Maximum Points = 15)</i>	<b>Points</b>	

<b><u>TOTAL POINTS</u></b> <i>(Maximum Points = 100)</i>	<b><u>Points</u></b>	
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**NOTES:**



# Oconee County Conservation Bank Application for Funding Oconee County, South Carolina

To be completed pursuant to the  
OCCB Ordinance and OCCB Board Policies No. 0001 and 0003

## **Send Completed Application to:**

Oconee County Conservation Bank Board  
c/o Clerk to Council  
via email to: [ksmith@oconeesc.com](mailto:ksmith@oconeesc.com)

**Application Deadlines: April 1, August 1, November 1**

## SECTION I - General Property/Project Information

### General Information

Property/Project Name: \_\_\_\_\_

Property Address or Description of Location: \_\_\_\_\_

Acquisition type: \_\_\_\_ Fee Simple or \_\_\_\_ Conservation Easement

Total monetary amount requested: \$ \_\_\_\_\_

Conservation Value of property? \$ \_\_\_\_\_

*Attach a certified appraisal or an explanation of the basis for the Conservation Value. S1-A*

### Landowner

Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

Email Address \_\_\_\_\_

Cell Phone (\_\_\_\_) \_\_\_\_\_

Work Phone (\_\_\_\_) \_\_\_\_\_

Home Phone (\_\_\_\_) \_\_\_\_\_

### Eligible OCCB Recipient ("Applicant") Seeking Funding

Name of Organization \_\_\_\_\_

Mailing Address \_\_\_\_\_

Contact Name \_\_\_\_\_

Contact Email Address \_\_\_\_\_

Contact Cell Phone (\_\_\_\_) \_\_\_\_\_

Contact Work Phone (\_\_\_\_) \_\_\_\_\_

Organization EIN \_\_\_\_\_

## Property Information

Parcel ID or TMS#: \_\_\_\_\_

Plat Reference (*Plat Book/Page*) S1-B1: \_\_\_\_\_

Deed Reference (*Deed Book/Page*) S1-B1: \_\_\_\_\_

Current Zoning Classification: \_\_\_\_\_

Total Acres: \_\_\_\_\_

Total Acres Forested: \_\_\_\_\_

Total Acres Cleared/Open/Pasture: \_\_\_\_\_

Total Acres Wetlands: \_\_\_\_\_

Creeks and/or Rivers – Names, Length, Width: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total Acres Farmed – List Farm Type, e.g. livestock, row crop: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is project acreage part of larger parcel? If so, what is larger parcel acreage: \_\_\_\_\_

Unique characteristics of property (may be submitted as part of Applicant's narrative):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Show location of property on County Map S1-B2 and show location on other pertinent documents such as plat, USGS map, etc. S1-B3.

## Section II - Mandatory Requirements/Submissions

**1. Applicant's Requirements - by signing below the Applicant confirms that to the best of the Applicant's knowledge and belief all answers in this Application are accurate:**

- a. Applicant certifies that it notified all adjoining landowners within 5 days of submission of the application that:
- i. The Applicant is applying for funding from the OCCB and
  - ii. The adjoining landowners have 30 days to submit comments to the OCCB regarding the application. *Attach a list of the adjoining landowners and addresses. S2-A1*
- yes                       no

***Failure to meet the above requirement will require the application to be returned to applicant for correction and resubmission.***

- b. Applicant agrees that OCCB funds may not be used for endowments, monitoring, staffing, management, planning, or any costs not associated with the purchase.
- yes                       no
- c. Applicant acknowledges that, if no appraisal is attached and the Applicant is awarded a grant, a certified appraisal establishing the Fair Market Value of the Conservation Value and Property must be submitted within 12 months of Oconee County Council approval and that the award shall be 10% of the Conservation Value in the Appraisal or that the OCCB awarded, whichever is less.
- yes                       no
- d. If this is a fee simple acquisition project, Applicant agrees to be bound by the Grant Agreement and the language required in OCCB Policy No. 0003, Grant Procedures in the deed.
- yes                       no
- e. Is this a small grant application as defined in OCCB Ordinance Section 2-404(c)(3)d. and OCCB Policy No. 0003, Grant Procedures? To be a small grant application the request must be at least \$1 less than either \$30,000 or 10% of the Conservation Value, whichever is smaller.
- yes                       no *If no, Applicant agrees to submit a certified environmental hazard assessment. S2-A5*

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

**2. Landowner's Requirements\*:** *by signing below the Landowner confirms that to the best of the Landowner's knowledge and belief all answers in this Application are accurate, in addition:*

- a. Is Landowner committed to placing a Conservation Easement on the property or to conveying title to the property to the Applicant with OCCB deed restrictions if a grant of OCCB funds is approved?

\_\_\_\_\_ yes                      \_\_\_\_\_ no

- b. Landowner certifies that the Applicant notified Landowner in writing:

- i. that the property interest purchased with OCCB funds will result in a permanent conveyance of such property interests from the Landowner to the Applicant, and
- ii. that it may be in the Landowner's best interests to retain independent legal counsel, appraisals, and other professional advice.

- c. Does Landowner agree to allow inspection by the OCCB of the property and project being presented for OCCB funding?

\_\_\_\_\_ yes                      \_\_\_\_\_ no

- d. Are there any existing liens, mortgages, or other encumbrances, such as easements, restrictive covenants, etc., that currently exist on the property?

\_\_\_\_\_ yes                      \_\_\_\_\_ no

*If yes, attach a list of the encumbrances. S2-B4a.*

*If this is an application for the funding of a Conservation Easement and there is a mortgage, the Landowners must submit documentation showing that Applicant or Landowner has notified each lender in writing that if OCCB funding is awarded, the mortgage will be subordinate to the Conservation Easement. S2-B4b.*

\_\_\_\_\_  
Signature of Landowner

\_\_\_\_\_  
Date

Sworn and subscribed this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Notary Public for  
My Commission expires:

\* May be submitted as Landowner's notarized affidavit.

## Section III - Applicant and Project Information

**1. Applicant Information** - Type of Organization seeking funding. Check one:

- Oconee County
- Municipality located in Oconee County
- Oconee County agency or commission whose mission relates to land conservation
- Public Charity having tax-exempt status under IRS Code of 1986
- Federal, State, or local agency operating for natural protection, land conservation, or historical preservation purposes

**2. Entity that will be responsible for managing the land**

Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

Contact Name \_\_\_\_\_

Contact Email \_\_\_\_\_

Cell Phone (    ) \_\_\_\_\_

Work Phone (    ) \_\_\_\_\_

**3. Entity that will be responsible for enforcing conservation easement or deed restrictions and grant agreement.**

Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

Contact Name \_\_\_\_\_

Contact Email \_\_\_\_\_

Cell Phone (    ) \_\_\_\_\_

Work Phone (    ) \_\_\_\_\_

**4. Applicant Information**

a. How will you be able to complete the project and secure additional funding to acquire the designated property interests? *Attach additional sheet if necessary. S3-D1*

b. How many total acres of land have you conserved in:

\_\_\_\_\_ South Carolina    \_\_\_\_\_ Oconee County    \_\_\_\_\_ Other

c. Briefly describe the lands your organization has preserved in this State and County, include size, location, and method of preservation.

d. Explain how the Conservation Easement and/or deed restrictions on the protected land will be enforced. *Attach additional sheet if necessary. S3-D4*

**5. Land Management Information**

a. Please describe the financial resources and qualifications of the managing entity. *Attach additional sheet if necessary. S3-E1*

b. Does the Applicant or Landowner have a conservation land management plan for this project? *If so, attach the plan or a summary of the plan. If no, please describe the uses to which the property will be put and how they will conserve the property. S3-E2*

\_\_\_\_\_ yes                      \_\_\_\_\_ no



## Section IV - Conservation Criteria

### 1. Environmental Sensitivity

- a. Does the property contain or adjoin wetlands?

\_\_\_\_\_ yes                      \_\_\_\_\_ no

*If yes, attach documentation, such as GIS using NWI or USFWS; regarding the wetlands, wetland delineation, or certification by USACOE or NRCS. S4-1a*

- b. Does the property contain or adjoin a USGS Blue Line Stream or Lake?

\_\_\_\_\_ yes                      \_\_\_\_\_ no

*If yes, provide a USGS topographic map showing such stream or lake in relation to property. S4-1b*

- c. Does the property contain or adjoin Water Classified as:

\_\_\_\_\_ (i) Outstanding Natural Resource Water

\_\_\_\_\_ (ii) Outstanding Resource Water

\_\_\_\_\_ (iii) Trout Water

*If yes, provide evidence of classification by SC DHEC. S4-1c*

- d. Does the property currently contain threatened or endangered species?

\_\_\_\_\_ yes                      \_\_\_\_\_ no

*If yes, attach certification by SC DNR, NRCS, USFS or other qualified professional providing evidence of such species or likelihood of existence on the property. S4-1d*

- e. Does the property currently contain habitat suitable for threatened or endangered species?

\_\_\_\_\_ yes                      \_\_\_\_\_ no

*If yes, attach documentation by SC DNR, NRCS, USFS or other qualified professional providing evidence of the habitat suitability for specific species. S4-1e*

- f. Does the property currently contain native wildlife species or habitat suitable for native wildlife species?

\_\_\_\_\_ yes                      \_\_\_\_\_ no

*If yes, provide evidence (e.g. Statement from a qualified agency or professional, etc.) of such species existence on the property or of habitat suitability for such species. S4-1f*

- g. Does the property contain special or concentrated biodiversity? *If yes, please provide evidence of the biodiversity on the property, such as photographs, species list, or narrative description. S4-1g*

\_\_\_\_\_ yes                      \_\_\_\_\_ no

- h. Does the property currently contain a unique geological feature?

\_\_\_\_\_ yes                      \_\_\_\_\_ no

*If yes, provide a description and evidence of geological feature(s). S4-1h*

**2. Does the property share a boundary with Protected Land?**

\_\_\_\_\_ yes                      \_\_\_\_\_ no

*If yes, describe the Protected Land and present a legible map showing such Protected Land in relation to the property. S4-2a*

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

\_\_\_\_\_ 1%-25%                      \_\_\_\_\_ 26%-50%                      \_\_\_\_\_ > 50%                      \_\_\_\_\_ 100%

**3. Does the property contain any of the following pre-historic or historic features or designations? Check those in a – e that apply.**

- a. \_\_\_\_\_ Listing on the National Historic Register? *Provide a letter or other evidence from the Department of the Interior demonstrating such listing. S4-3a*

- b. \_\_\_\_\_ Eligible for listing on the National Historic Register? *Provide a letter or other evidence from the SC State Historic Preservation Office demonstrating such eligibility. S4-3b*

c. \_\_\_\_\_ Contains historic or pre-historic structures? *Provide evidence in the form of photographs and a description of the reason the structure(s) are considered historic or pre-historic. S4-3c*

d. \_\_\_\_\_ Contains a site(s) of historic or pre-historic significance without a structure? *Provide evidence in the form of photographs and a description of the reason the site(s) are considered historic or pre-historic. S4-3d*

e. \_\_\_\_\_ Location of an Historic Event? *Provide a description and evidence of the event. S4-3e*

f. Is this an application for a solely cultural or historic site?

\_\_\_\_\_ yes                      \_\_\_\_\_ no

*If yes, submit documentation describing the significance of the site and the preservation plans; plans to restore the property, provide public access, and provide signage related to the cultural or historical significance, etc. S4-3f*

**4. Does the property contain soils classified as Prime or Important by the State of South Carolina?**

\_\_\_\_\_ yes                      \_\_\_\_\_ no

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

\_\_\_\_\_ 30%-44%      \_\_\_\_\_ 45%-59%      \_\_\_\_\_ 60%-75%      \_\_\_\_\_ >75 %

*If yes, provide a legible soil overlay map showing such Prime or important soil types upon the property. S4-4b*

**5. Is the property farmland as defined under one or both of following criteria?**

- a.  Actively Farmed - *Provide documentation that the property has been farmed for the last five years, such as copies of filed IRS Forms Schedule F or documentation demonstrating that the landowner has produced significant agricultural products. S4-5a*
- b.  Future Plans - *Provide documentation explaining the extent to which the proposal will keep the property in farmland or wooded land. S4-5b*

**6. Is the property visible to the public from one of the following?**

- a. Public road?  yes  no
- b. Public land?  yes  no

*If yes, provide supporting documentation. S4-6*

**7. Does the property provide one of the following?**

- a. Scenic View from the property?  yes  no
- b. Maintain Scenic Nature of the County?  yes  no

*If yes, provide supporting documentation. S4-7*

**8. Does the proposal for the conservation project on the Property allow for the following? See OCCB Policy No. 0003 for definitions.**

- a. Limited Access by the public to the property?  yes  no

*If yes, provide supporting documentation. S4-8a*

- b. Unlimited Access by the public to the property?  yes  no

*If yes, provide supporting documentation. S4-8b*

**9. Location of Property.**

- a. Proximity to Protected Lands: \_\_\_\_\_  
\_\_\_\_\_ *Provide supporting documentation. S4-9a*

b. Proximity to municipality or community: \_\_\_\_\_  
\_\_\_\_\_ Provide supporting documentation. S4-9b

**10. Is there a threat of development?**

\_\_\_\_\_ yes                      \_\_\_\_\_ no

*If yes, provide documentation or a detailed narrative description of the threat. S4-10*

**11. What is the approximate acreage of the property to be conserved?**

\_\_\_\_\_ Acres

*Provide documentation to support the stated acreage, including survey(s), tax information, deeds or other similar documentation. S4-11*

**12. What, if any, is the potential positive or negative impact on water quality to wetlands or other water bodies not on the property?**

**13. Attach a narrative description of the intended plans for the property, including the specific requirements that will be in the Conservation Easement or Deed, and how they will be accomplished. Include plans, such as restoration plans, commitments for future public access, and stream buffers for the property not already addressed in this Application. S4-13**

## Section V - Financial Criteria

1. **Provide a narrative description to verify that the entity obligated to enforce the Conservation Easement or deed restrictions has the financial resources to enforce the easement or restrictions.** *If Applicant fails to provide sufficient information, the Board will not recommend Council award a grant. S5-1*
  
2. **What percent of Conservation Value is being requested from the OCCB?**
  - a. Conservation Value     \$ \_\_\_\_\_
  - b. OCCB Request             \$ \_\_\_\_\_
  - c. Percent                             \_\_\_\_\_ % (b ÷ a x 100%)
  
3. **Describe any committed, applied for, or potential matching funds and known or predicted timeline for receipt of matching funds, including landowner donation or a bargain sale by seller.**
  
  
  
  
  
  
  
  
  
  
4. **Describe partnerships, management agreements, management leases, or other joint efforts that will help this project succeed.**
  
  
  
  
  
  
  
  
  
  
5. **How does the proposal present a unique value opportunity in that it protects land at a reasonable cost?**
  - a. \$ \_\_\_\_\_                     Cost per acre of OCCB funds
  - b. \$ \_\_\_\_\_                     Fair market value per acre
  - c. \_\_\_\_\_ % (a ÷ b x 100 = \_\_\_\_\_ %)
  
  
  
  
  
  
  
  
  
  
6. **Describe other ways that the project could provide economic benefits to Oconee County.**

**OCCB Application Attachment List** (Each attachment must reference section and question to which it applies.)

Check	Reference	Title	Required
	S1-A	Certified appraisal or explanation of basis for Conservation Value	X
	S1-B1	Legal Description of the property	
	S1-B2	Location on County Map	X
	S1-B3	Surveys, USGS maps, directions, county locator map, etc.	
	S2-A1	Adjoining landowners notification: landowners and addresses list	X
	S2-A5	Certified environmental hazard assessment	
	S2-B4a	List of liens, mortgages, or encumbrances, etc.	
	S2-B4b	Mortgage lender notification: subordinate to CE	
	S3-D1	Project Completion and additional funding plans	
	S3-D4	Conservation Easement/deed restriction enforcement plan	
	S3-E1	Qualification of Managing Entity	
	S3-E2	Land Management Property Plan	
	S4-1a	Wetland certification	
	S4-1b	USGS Blue Line Stream or Lake documentation and map	
	S4-1c	SC DHEC Water Classification	
	S4-1d	Threatened or endangered species certification/evidence	
	S4-1e	Habitat suitability certification/evidence	
	S4-1f	Native wildlife species or habitat certification/evidence	
	S4-1g	Biological diversity evidence	
	S4-1h	Geological feature evidence	
	S4-2a	Protected Land Map relationship	
	S4-3 a-e	National Historic Register or Pre-historic structures/site evidence	
	S4-3f	Solely Cultural or Historic Site documentation	
	S4-4b	Soil overlay map of Prime or important soils types	
	S4-5 a-b	Actively Farmed documentation or plans/proposal	
	S4-6	Property visibility to public documentation	
	S4-7	Scenic View documentation	
	S4-8 a-b	Limited or Unlimited Access to Property documentation	
	S4-9 a-b	Location of Property supporting documentation	
	S4-10	Threat of development documentation or narrative	
	S4-11	Property size documentation: surveys, tax or deeds information	
	S4-13	Narrative of property plans	
	S5-1	Enforcement Party financial resources documentation	X



**OCONEE COUNTY CONSERVATION BANK BOARD  
SEC. 2-404(b)(4) FINDINGS**

**Date:**

**Applicant's Name:**

**Recommended Award:**

**Parcel Name:**

**Owner:**

**Acres:**

**Location:**

**Tax Map(s):**

**A. How the applicant 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. Conservation Value and Cost Per Acre for OCCB to support project**

- 

**H. Any other findings or information relevant to the award**

-

# draft 1.05

## Oconee County Conservation Bank

Title: Grant Procedures  
Policy No. 0003

---

Effective Date:

Revision Date(s):

Page 1 of 6

Attachments:

- Application For Funding
- Criteria Worksheet
- Evaluation Scoresheet
- Grant Agreement
- Section 404 Findings Template

### **Purpose:**

This policy provides guidelines for Applicants and governs the evaluation procedures used by the Oconee County Conservation Bank Board to process, award, and monitor grants.

### **Definitions:**

1. The definitions set forth in Chapter 2, Article IV, Division 9, Section 2-399 of the Oconee County Code of Ordinances are incorporated by this reference.
2. "Applicant" means an Eligible OCCB Recipient applying for a grant related to a specific property.
3. "Application" or "application" means the attached Application For Funding.
4. "Blue Line Stream or Lake," as used in the application, means a stream or lake that appears as a broken or solid blue line (or a purple line) on a USGS map.
5. "Conservation Value" means either
  - a. the Fair Market Value of the property for a fee simple acquisition; or
  - b. the amount the Fair Market Value of the property will be reduced by the placement of a Conservation Easement on the property.

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Title: Grant Procedures  
Policy No. 0003  
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6. "Grant Agreement" means a binding contract between the Applicant and Oconee County that meets the requirements of OCCB Ordinance Section 2-404(c)(2).
7. "Inholding Land" means privately owned property that is 100% surrounded by Protected Land.
8. "Limited Access" means any public access that is less than access on a year-round and continual basis, i.e., access by the public for some limited time or seasonal period(s).
9. "Property/Project Name" means the common or colloquial name used to identify a specific piece of land or project that is the subject of an Application. Each Property/Project Name must be unique.
10. "Protected Land" means any land substantially protected from development or designated as scenic or protected through any federal, state, or local government law or private action.
11. "Scenic View" means a vista that includes mountain, river, lake, forest, pasture, agricultural, or other pastoral scenery.
12. "Small grant application" means an application for an interest in land if the amount requested is less than thirty thousand dollars (\$30,000.00) or ten percent (10%) of the Conservation Value, whichever is less.
13. "Unlimited Access" means any public access on a year-round and continual basis and, additionally, requires that such access is communicated to the public.

## **Policy:**

### **Part One: Application Procedures**

1. An Applicant may, but is not required to, submit a letter to the Board requesting the Board's examination of land or project that may be the subject of a future application for a preliminary review.
2. The Board will accept applications on or before April 1<sup>st</sup>, August 1<sup>st</sup>, and November 1<sup>st</sup> of each calendar year.

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3. Applicants may apply for a grant from the OCCB by filing an application with the Board's administrative staff on or before the application deadline. All applications must be submitted in duplicate pursuant to Board Policy No. 0001 Applicant Privacy. All applications must be submitted in electronic pdf or similar format.
4. All applications must meet the mandatory requirements in Section II of the application. See OCCB Ordinance Sections 2-404(a)(2), (3), & (6), 2-404(b)(6), 2-404(c)(3)c, and 2-405(c) & (d).
5. All application attachments must identify the application Section and Question to which it applies.
6. As part of the application procedure, each applicant is required to provide documentation of the expertise and financial resources of the entity enforcing any Conservation Easement or deed restriction, the expertise and financial resources of the entity managing the property, and a description of the proposed management plan for the property. Failure to provide documentation satisfactory to the Board will result in a recommendation to the Council that the grant application be denied.
7. During the review process, the Board may request additional information from the Applicant. Failure to provide the requested information in a timely manner will result in a delay in processing the application until the next cycle.
8. Applications will be evaluated utilizing the Criteria Worksheet. The Board members will reduce their final collective evaluation to a score as set forth on the Evaluation Scoresheet, which will be attached to the official minutes.
9. Each application must meet the applicable minimum score to be recommended for a grant award.
  - a. Farmland must have a minimum score of 30.
  - b. Inholding Land must have a minimum score of 22.
  - c. Non-farmland must have a minimum score of 40.

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- d. Solely historic or cultural land must have a minimum score of 21.
10. The Board may recommend a grant of up to ten percent (10%) of the Conservation Value of the project. In extraordinary circumstances and for good cause, the Board may recommend a grant that is more than 10% of the Conservation Value of the project.
11. Within ninety (90) days of each application deadline, the Board will process all pending applications and submit its recommendations to the Oconee County Council.
12. The Board's recommendation to Council shall include the findings required by OCCB Ordinance 2-404(b)(4) utilizing the Section 2-404 Findings Form. The Board may delegate the responsibility to prepare the Section 2-404 Findings to a single Board member.
13. Council will take action within thirty (30) days of submission of the Board's recommendation.

## **Part Two: Post Award Procedures**

14. The Board shall notify the Applicant of the Council's decision within ten (10) days of the Council's decision.
15. If awarded a grant, the Applicant and Landowner have a period of four (4) months from the date of the Council's decision to notify the OCCB of their decision to accept the grant.
16. The recipient must execute and record a Grant Agreement within fourteen (14) days of acceptance of the grant award.
17. The transaction must close within one year of Applicant's notice of acceptance of award. The Board, for good cause, may grant one six-month extension.
18. The following closing documents must be submitted to the Board for review at least ten (10) days prior to the scheduled closing:
  - a. draft Conservation Easement or draft Deed,
  - b. certified appraisal,
  - c. draft settlement statement,

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Title: Grant Procedures  
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- d. draft title insurance commitment and exceptions, and
- e. grant agreement with indemnification.

See OCCB Ordinance Section 2-404(c)(3).

19. The Board will process the grant funds pursuant to Policy No. 0002, Bank Account.

20. Within sixty (60) days of closing, Grantee must provide Board with executed closing documents, a report of how the grant funds were distributed, and the status of the project.

21. If the grant award is for the fee simple purchase of land that will not be subject to a conservation easement, the property is subject to inspection by the County and the deed must include the following language:

Said premises shall be subject to: the provisions of Sections 2-398 through 2-409 of the Oconee County, South Carolina Code of Ordinances, the policies adopted by the Oconee County Conservation Bank, and the grant agreement executed by the Grantee and Oconee County, such that the premises shall be permanently protected for the conservation purposes described therein.

22. The recipient and the Board shall retain copies of all documents related to the award of the grant and the acquisition of interests in land.

23. For all grants, a copy of the recipient's annual inspection of the property must be submitted to the Board within twelve (12) months of closing on the property. Thereafter, copies of all future inspection reports must be submitted to the Board on an annual basis. The annual reports shall be in a format comparable to the annual reports typically required of conservation easements. Recipients are required to give the Board notice of any stewardship concerns that materially threatens the conservation purposes of the grant within thirty (30) days of discovery.

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Title: Grant Procedures

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24. All interests in land obtained with OCCB funds may only be assigned from one eligible OCCB recipient to another eligible OCCB recipient after approval of the majority of the Board.
25. Any fee simple interest in land acquired with OCCB funds may not be used for any purpose other than that set forth in the Grant Agreement. If OCCB funds were used to purchase a Conservation Easement, the Conservation Easement is the controlling legal document on what is or is not permitted on the property.
26. The eligible OCCB recipient or the Landowner must notify the Board if a claim is made against the title to the property.
27. A fee simple interest in land or any portion thereof funded in whole or part by OCCB funds shall not be transferred without the approval of the Board. The Board shall have the unilateral authority to approve or deny such transfer.
28. If the interest in the Property is reduced by 10% or less in acreage of that stated in the Application, the Board 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 award and the Grant Agreement null and void.



# Oconee County Conservation Bank Evaluation Scoresheet

Property/Project Name	
Acquisition Type	
Amount Applied For	\$
Conservation Value	\$
Landowner	
Eligible OCCB Applicant	
Acres	
Location	

**Met ALL Mandatory Requirements**

Yes \_\_\_\_\_ No \_\_\_\_\_

If no, application fails and will not be processed until corrected.



## Conservation Criteria Evaluation

	Score
1. Environmental Sensitivity	
2. Share Boundary With Protected Land	
3. Historic or Cultural Features	
4. Prime or Important Soil Types	
5. Actively Farmed	
6. Public Visibility of Property	
7. Scenic View	
8. Public Access	
9. Location to Park, Forest, Municipality	
10. Threat of Development	
11. Size of Property	
12. Water Quality Impact	
13. Plans for Property	
<b>TOTAL SECTION I – Max 85</b>	

## Financial Criteria Evaluation

### Points

### Notes

	Yes or No	If no, will not recommend award to Council
1. Financial Resources - Enforcement		
2. Funding Percentage Requested		
3. Matching Funds		
4. Partnerships, Etc.		
5. Cost Per Acre		
6. Other Economic Benefits		
<b>TOTAL SECTION II – Max 15</b>		

<b>TOTAL Evaluation Max 100</b>					
---------------------------------	--	--	--	--	--

Comments

HIGH SCHOOL GRADUATE

*Olivia Morgan*

Of all life's wonderful gifts, none is more precious than that of having a daughter like you to love. You have made us so proud!

Love, Mom and Dad

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 Ads will appear in The Journal Commemorative Edition  
 • 18"x24" full color y featuring your senior's pl  
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**LEGAL NOTICES**

**LEGALS**

The Oconee County Conservation Bank Board will meet on the following dates/times in Council Chambers, 415 South Pine Street, Walhalla, SC, unless otherwise advertised:  
 May 19, 2020; August 18, 2020; September 15, 2020; November 17, 2020; December 15, 2020; and February 9, 2021. All meetings are scheduled for 9:00 a.m.

STATE OF SOUTH CAROLINA  
 COUNTY OF OCONEE  
 IN THE COURT OF  
 COMMON PLEAS  
 C/A NO 2020-CP-37-00096

**ORDER APPOINTING GUARDIAN AD LITEM**

Greenwich Revolving Trust by Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as Owner Trustee,  
 Plaintiff  
 VS  
 Keith Carter aka Christopher Keith Carter, individually and as Personal Representative of the Estate of David Carter aka David Lorenzo Carter, Deceased, Evelyn F. Carter aka Evelyn M. Carter, individually and as Personal Representative of the Estate of Roy Carter aka Roy A. Carter, Deceased, Yolanda J. Carter, individually and as Personal Representative of the Estate of Roger R. Carter, Deceased, Minnie P. Wright and Lula Brown aka Lula B. Brown aka Lula Bell Brown, individually and as Personal Representatives of the Estate of James William Carter aka James W. Carter, Deceased, Lawanda N. Carter aka Lawanda Carter-Black, individually and as Personal Representative of the Estate of Nellie Mae Carter, Deceased; Allen Carter

**LEGAL NOTICES**

**LEGALS**

aka Allen L. Carter, Megan Y. Carter, Christopher K. Carter aka Chris Carter aka Christopher Kylan Carter, and any other Heirs-at-Law or Devises of David Carter aka David Lorenzo Carter, Roy Carter aka Roy A. Carter, Roger R. Carter, James William Carter aka James W. Carter and Nellie Mae Carter, Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe, Oconee County Clerk of Court and Anmed Health,  
 Defendants  
 IT APPEARING TO the satisfaction of the Court, upon reading the Motion for the Appointment of Kelley Y. Woody, Esquire as Guardian ad Litem for all unknown persons and persons who may be in the military service of the United States of America (which are constituted as a class designated as "John Doe") and any unknown minors and persons who may be under a disability (which are constituted as a class designated as "Richard Roe"), it is ORDERED that, pursuant to Rule 17, SCRPC, Kelley Y. Woody, Esquire is appointed Guardian ad Litem on behalf of all unknown persons and persons who may be in the military service of the United States of America (constituted as a class and designated as "John Doe"), all unknown minors or persons under a disability (constituted as a class and designated as "Richard Roe"), all of which have or may claim to have some interest in the property that is the subject of this action, commonly known as 109 Jenkinsville Road, Westminster, SC 29693, that Kelley Y. Woody, Esquire is empowered and directed to appear on behalf of and represent all unknown persons and persons who may be in the military service of the United States of America, constituted as a class and designated as "John Doe", all unknown minors and persons under a disability, constituted as a class and designated as "Richard Roe", unless the Defendants, or someone acting on their behalf, shall, within thirty (30) days after service of a copy of this Order as directed below, procure the appointment of a Guardian or Guardians ad Litem for the Defend-

**LEGAL NOTICES**

**LEGALS**

ants constituted as a class designated as "John Doe" or "Richard Roe" IT IS FURTHER ORDERED that a copy of this Order shall be served upon Christopher K. Carter aka Chris Carter aka Christopher Kylan Carter aka a defendant who could not be located after diligent search, unknown Defendants by publication in the Daily Journal Messenger (Journal), a newspaper of general circulation in the County of Oconee State of South Carolina, once a week for three (3) consecutive weeks together with the Summons in above entitled action.

**SUMMONS AND NOTICE TO THE DEFENDANTS** Christopher K. Carter aka Chris Carter aka Christopher Kylan Carter, ALL KNOWN PERSONS WITH A RIGHT, TITLE OR INTEREST IN THE REAL ESTATE DESCRIBED HEREIN; ALSO ANY PERSON WHO MAY BE IN THE MILITARY SERVICE OF THE UNITED STATES OF AMERICA, BEING A CLASS DESIGNATED AS JOHN DOE; ANY UNKNOWN MINORS OR PERSONS UNDER A DISABILITY BEING A CLASS DESIGNATED AS RICHARD ROE; YOU ARE HEREBY SUMMONED and required to answer the Complaint in the above action which is herewith served upon you, and to serve a copy of your Answer upon the undersigned at their offices, 2838 Devine Street, Columbia, South Carolina 29203, within thirty (30) days after service upon you, exclusive of the date of such service, and, if you fail to answer the Complaint within the aforesaid, judgment by default will be rendered against you for the amount demanded in the Complaint.

**NOTICE**  
 NOTICE IS HEREBY GIVEN that the original Complaint in this action was filed in the office of the Clerk of Court for Oconee County on February 20, 2020.

**NOTICE OF PENDENCY OF ACTION**  
 NOTICE IS HEREBY GIVEN that an action has been commenced in this court which is now pending or is about to be commenced in the Circuit Court of the County of Oconee, South Carolina, against the Plaintiff against the above named Defendant for the purpose of closing a certain mortgage of estate heretofore given by Nellie Mae Carter, James W. Carter, Lula B. Brown aka Lula B. Brown, Minnie P. Wright aka Roy Carter aka Roy A. Carter, Keith Carter and David Carter to Gr

**PUBLISHER'S AFFIDAVIT**

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE**

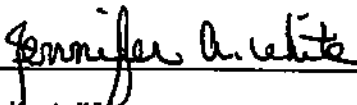
**OCONEE COUNTY COUNCIL**

**IN RE: Oconee County Conservation Bank Board Meeting**

**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 05/15/2020 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  
05/15/2020

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

