

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. Further, the public may call in and listen by dialing **888-475-4499 OR 877-853-5257** and entering meeting ID # **873 2187 5061**. 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

April 6, 2021

9:00 AM

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

1. Call to Order
2. Approval of Minutes
 - March 2, 2021
3. Treasurer's Report
 - February 2021 *[Community First Bank & Local Government Investment Pool]*
4. Fundraising and Public Relations Reports *[to include Vote and/or Action on matters brought up for discussion, if required]*
5. Discussion Items *[to include Vote and/or Action on matters brought up for discussion, if required]*
 - Discussion and/or action regarding OCCB Grant Agreement
 - Discussion and/or action regarding amending Policy 0002, Bank Account & Policy 0003, Grant Procedures
 - Discussion and/or action regarding pending grants
 - Discussion and/or action regarding applications submitted by the April 1st deadline
6. Adjourn

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

BOARD MEMBERS

Andrew Smith, Chairman, District II	Emily Hitchcock, Vice-Chairman, At-Large
Laura Havran, Treasurer, District I	Ryan Keese, Secretary, District III
Nicholas Gambrell, District IV	Scuddy Walker, 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 preempted 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)



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: February 28, 2021

Month Opening Balance	\$4,420.00
DEPOSITS	
Deposit	\$0.00
EXPENDITURES	
TOTAL EXPENDITURES	\$0.00
BALANCE IN ACCOUNT	
AS OF PERIOD ENDING DATE	\$4,420.00

Report Submitted by:


Laura Havran
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: February 28, 2021

Month Opening Balance	\$344,292.41
DEPOSITS	
Reinvestments [Interest]	\$36.54
EXPENDITURES	
	\$0.00
BALANCE IN ACCOUNT AS OF PERIOD ENDING DATE	\$344,328.95

Report Submitted by:


Laura Havran
Oconee County Conservation Bank Board Treasurer

Record and Return:
Oconee County Conservation Bank
415 S. Pine Street
Walhalla, SC 29691

SOUTH CAROLINA)
)
OCONEE COUNTY)

GRANT AGREEMENT

WHEREAS, the Oconee County Council approved the Oconee County Conservation Bank’s (the “OCCB”) recommendation for grant funding to _____ (the “Grantee”) on _____ 20____ in the amount of _____ and 00/100 Dollars (\$_____.00) (the “Grant Funds”) for the _____ fee simple purchase of or the _____ placement of a conservation easement on the tract of land described in Exhibit A (the “Property”) for the purpose of permanently conserving the Property;

WHEREAS, the OCCB’s award was effected pursuant to Sections 2-398 through 2-409 of the Oconee County Code of Ordinances (the “Conservation Bank Ordinance”);

WHEREAS, the Conservation Bank Ordinance requires the Grantee to enter into a Grant Agreement to ensure that the Property is permanently conserved in accordance with Conservation Bank Ordinance, the Grantee’s Application for funding, and this Grant Agreement; and

WHEREAS, Sections 2-404 and 2-405 of the Conservation Bank Ordinance require that a) Grantee enter into this Grant Agreement and b) the County and the OCCB be indemnified in the amount of the Grant Funds in the event of improperly used OCCB funding, title issues or defects, or other issues referenced in Section 2-405.

NOW, THEREFORE, the County, the OCCB, and the Grantee agree that by signing this Agreement and accepting any of the Grant Funds, the following shall apply:

1. **Grant Award.** The OCCB hereby awards funding in the amount of _____ and 00/100 Dollars (_____.00) to Grantee for the acquisition of real estate interests for the conservation purposes set forth in the Conservation Bank Ordinance, this Grant Agreement, and Grantee’s Application for

Funding, which was received by the OCCB on _____ 20____. All representations made 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. Grantee: _____
- b. Project/Property: _____
- c. Fee Simple or Conservation Easement: _____
- d. Date Approved by the OCCB: _____
- e. Date Approved by Oconee County Council: _____
- f. Date Grant Award Accepted by Grantee: _____
- g. Total Grant Amount: _____
- h. Proportional Per Acre Percent of Fair Market Value: _____
- i. Closing Deadline: _____
- j. Title Insurance Provider: _____

3. Failure to Close. The failure to close by the Closing Deadline, unless a written 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, including closing costs as allowed by the Conservation Bank Ordinance. Any material changes to the scope or purpose of the Project arising after approval by the Oconee 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 disburse the Grant Funds until the Grantee provides the OCCB with 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, by the Landowner; and
- g. Any other data, acknowledgement, or documentation requested by the OCCB.
- 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. **Recorded Grant Agreement.** The Grantee shall record the executed Grant Agreement with the Register of Deeds for Oconee County, South Carolina. A copy of the recorded Grant Agreement must be submitted to the OCCB in accordance with Paragraph 5f herein.
- 7. **Delivery of Grant Funds.** All approved Grant Funds shall be delivered to the closing attorney identified by the Grantee after the OCCB approves the documents required in Paragraph 5.
- 8. **Discrepancies.**
 - a. Acreage Discrepancies. If the interest in the Property is reduced by 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 based upon the Conservation Value cited in the appraisal or in the Application, whichever is less.
- 9. **Closing Deadline.** Closing for the Property shall be scheduled no later than the date set forth in Paragraph 2h or within 30 days of delivery of Grant Funds, whichever is sooner. In the event that Grantee is not going to close on the Property/Project by the Closing Deadline, Grantee shall submit to the OCCB, before the Closing Deadline, a written status report explaining the circumstances, and shall either a) withdraw the Application and acceptance of the Grant award, or b) request a one-time extension not to exceed six (6) months.
- 10. **Closing Report.** Within sixty (60) days of closing, the Grantee shall submit to the OCCB a report detailing how the Grant Funds were distributed and the status of the Project.
- 11. **Monitoring and Inspection.** If this Grant Agreement relates to the fee simple transfer of the Property to the Grantee, the Grantee acknowledges and agrees that Oconee County: a) has the right to access the Property for the sole purpose of inspecting and monitoring the status of

conservation of the Property and b) has the authority to enforce the provisions of this Grant Agreement and the Conservation Bank Ordinance.

12. **Annual Report.** The Grantee shall submit a copy of Grantee's annual inspections of the Property to the OCCB within twelve (12) months of the release of Grant Funds. Thereafter, copies of all future inspection reports must be submitted to the OCCB 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 Award within thirty (30) days of discovery.
13. **Record-Keeping.** Grantee shall be responsible for the expenditure of Grant Funds and for retaining and maintaining documents and records consistent with generally accepted accounting practices pertaining to the Grant award, acquisition of interests in the Property, and management and/or status of the conservation of the Property. Grantee's financial record-keeping and accounting procedures relating to the administration of the Grant Award must be made available for examination by the OCCB during normal business hours and if requested with reasonable notice.
14. **Public Relations.** Grantee agrees to coordinate with the OCCB before issuing press releases or other public statements concerning the Grant Award. The OCCB may issue press releases without notice to or the consent of the Grantee.
15. **Title Insurance.** The Grantee shall obtain and maintain title insurance in the Grantee's name to indemnify and reimburse the County and the OCCB in an amount up to the total of the Grant Funds for issues related to the title to the Property
16. **Indemnification Funds.** The Grantee shall maintain funds sufficient to indemnify and reimburse the County and the OCCB in an amount up to the total of the Grant Funds for issues unrelated to title to the Property that impact the conservation of the Property.
17. **Indemnification – Breach of Grant Agreement, Improper Use of Grant Funds.** The Grantee agrees to indemnify and reimburse the County and the OCCB in an amount up to the total of the Grant Funds for deficiencies, claims, damages, or any other liabilities in the event of the breach of the Grant Agreement or the improper use of Grant Funds.
18. **Indemnification – Section 2-405 (g):** In the event the Grantee's interest in the Property is extinguished, terminated, sold, transferred, assigned, alienated, or converted and can not be replaced as required in Subsections 2-405(g) of the Conservation Bank Ordinance, the Grantee agrees to indemnify and reimburse the County and the OCCB in the amount of the Grant Funds or the Proportional Per Acre Percent of the then current Fair Market Value, whichever is greater.

19. **Indemnification – Hold Harmless.** Grantee agrees to indemnify, defend, and hold harmless the OCCB and Oconee County from and against any loss, cost, or damage of any kind arising out of the Grantee’s negligence or willful misconduct.
20. **Notification of Breach.** The OCCB shall notify the Grantee in writing if the OCCB determines 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, such as its 501(c)(3) status, or about the Project; files bankruptcy; has misappropriated Grant Funds; or has otherwise jeopardized the ability of the Property to be permanently conserved. Grantee shall have thirty (30) days to review and respond to the OCCB’s determination and if no response is made, the OCCB shall have the unilateral authority to require that the Grantee reimburse the OCCB in the full amount of the Grant Award or the Proportional Per Acre Percent of the then current Fair Market Value, whichever is greater or require other actions, such as transferring the property to a willing and eligible OCCB recipient, to ensure the permanent conservation of the Property.
21. **Notification of Intended Transfer of Property Interest.** The Grantee agrees to notify the OCCB of any intended transfer of the Property or any part or interest in the Property, including the transfer of the Conservation Easement, if any exists, as soon as the Grantee determines that the transfer is intended and in no even not later than sixty (60) days before the intended transfer is to occur.
22. **Authority to Prohibit Transfer of Property.** The Grantee agree that the OCCB shall have the unilateral authority to prohibit the transfer of the Property or any part or interest in the Property, including the transfer of the Conservation Easement, if any exists, if the OCCB determines that the proposed transfer a) will threaten or jeopardize the permanent conservation of the Property or b) will not be to a qualified eligible OCCB recipient as that term as defined and required in the Conservation Bank Ordinance..
23. **Binding Agreement.** This Agreement shall bind the Grantee, it successors and assigns, and shall continue in existence so long as the obligations as described herein and in the Conservation Bank Ordinance remain in force.
24. **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.
25. **Future Grant Support.** The OCCB has no obligation to provide any support beyond award of the Grant, unless otherwise agreed to in writing between the Parties to this Grant Agreement.

26. **Governing Law.** This Grant Agreement shall be governed by and construed in accordance with the laws of South Carolina and the Conservation Bank Ordinance. 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.

27. **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.

28. **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.

This Grant Agreement is executed by and between Oconee County, South Carolina, the Oconee County Conservation Bank, the Grantee, its 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:

GRANTEE:

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:

Signature

Witness: _____

By: _____

Witness: _____

Its: _____

Date: _____

Sworn and subscribed before me this
____ day of _____ 20____.

Notary Seal:

Notary Public for:
My Commission ends:

|

FOR GRANT AGREEMENT RELATING TO A CONSERVATION EASEMENT

LANDOWNER HEREBY ACKNOWLEDGES THAT

- A) THE EXECUTION OF THE CONSERVATION EASEMENT IS A BINDING LEGAL DOCUMENT THAT PERMANENTLY CONVEYS A PROPERTY INTEREST, AND
- B) THE LANDOWNER WILL BE LEGALLY BOUND BY THE TERMS OF THE CONSERVATION EASEMENT, WHICH WILL BE THE CONTROLLING DOCUMENT REGARDING WHAT IS AND WHAT IS NOT PERMITTED UPON THE PROPERTY.

LANDOWNER:

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

Title: Bank Account
Policy No. 0002

Effective Date: September 15, 2020

Revision Date(s):

Page1 of 2

Attachments: None

Purpose:

This policy governs the procedures used in opening, maintaining, and closing bank accounts or investment accounts for the Oconee County Conservation Bank.

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. "Community First account" means the OCCB account at Community First Bank established by the Board.
3. "Clerk" means the person duly appointed as the Clerk to the Council.
4. "Grant" means the monetary award made to an Eligible OCCB Recipient by the Council.
5. "State Pool" means Local Government Investment Pool managed by the State Treasurer pursuant to Sections 6-6-10, 12-45-220, and 11-1-60 of the 1976 Code of Laws of South Carolina, as amended.
6. "Treasurer" means the person duly elected as the Treasurer of Oconee County.

Policy:

1. The Chair and Secretary of the Board shall open an account at Community First Bank at the Walhalla, SC branch.

2. The name on the Community First account shall be the Oconee County Conservation Bank with the address as 415 South Pine Street, Walhalla, SC 29691.
3. The Board shall manage the funds in the Community First account on behalf of the Bank.
4. Disbursements from the Community First account shall require two signatures. The Chair and Secretary of the Board are designated as the two persons authorized to disburse funds.
5. The Board may invest all or part of the Bank funds in the State Pool, considering the need, if any, to maintain funds in the Community First Bank account.
6. The Treasurer shall manage the funds in the State Pool on behalf of the Bank.
7. After Council's approval of a Grant and no later than ten (10) days before closing, the Clerk shall notify the Treasurer by email and telephone that funds in the amount of the Grant are to be transferred from the State Pool to the Community First account.
8. The Treasurer shall disburse funds from the State Pool only as authorized by the Board or this policy.
9. After disbursement of the funds from the State Pool to the Community First account and approval of the closing documents, the Chair and the Secretary of the Board shall disburse funds by wire or certified check to the escrow account of the closing attorney.

Oconee County Conservation Bank

Title: Grant Procedures
Policy No. 0003

Effective Date: March 2, 2021

Revision Date(s):

Page 1 of 6

Attachments:

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

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.
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 1st, August 1st, and November 1st of each calendar year.
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. An application for a grant that does not fall within the jurisdiction of the OCCB will not be accepted. The Board will inform the Applicant in writing of the reason for its refusal to accept the application.
5. 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).
6. All application attachments must identify the application Section and Question to which it applies.
7. 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.
8. 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.
9. 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.
10. 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.
 - d. Solely historic or cultural land must have a minimum score of 21.
11. 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.

12. Within ninety (90) days of each application deadline, the Board will process all pending applications and submit its recommendations to the Oconee County Council.
13. 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.
14. Council will take action within thirty (30) days of submission of the Board's recommendation.

Part Two: Post Award Procedures

1. The Board shall notify the Applicant of the Council's decision within ten (10) days of the Council's decision.
2. 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 Board of their decision to accept the grant.
3. The recipient must execute and record a Grant Agreement within fourteen (14) days of acceptance of the grant award.
4. The transaction must close within one year of recipient's notice of acceptance of award. If recipient is unable to close on the Property/Project by the Closing Deadline, recipient shall submit to the Board, before the Closing Deadline, a written status report explaining the circumstances, and shall either
 - a. withdraw the Application and acceptance of the Grant award, or
 - b. request a one-time extension not to exceed six (6) months.
6. If the transaction fails to close, the recipient, Council, and Board will execute and record a document terminating the Grant Agreement.
7. The following closing documents must be submitted to the Board for review at least ten (10) days prior to the scheduled closing:
 - 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, by the Landowner; and
- g. Any other data, acknowledgement, or documentation requested by the OCCB.
- h. The name, address, email address, and phone number of the Closing Attorney and Firm.

The Board reserves the right to reject documents that do not comply with the OCCB Ordinance.

8. The Board will process the grant funds pursuant to Policy No. 0002, Bank Account.
9. Within sixty (60) days of closing, recipient must provide the Board with executed closing documents, a report of how the grant funds were distributed, and the status of the project.
10. 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.
11. The recipient shall submit a copy of recipient's annual inspections of the Property to the OCCB within twelve (12) months of the release of Grant Funds. Thereafter, copies of all future inspection reports must be submitted to the OCCB on an annual basis. Electronic copies of recipient's annual stewardship reports are acceptable. Recipient is required to give the OCCB notice of any stewardship concern that materially threatens the

conservation purposes of the Grant Award within thirty (30) days of discovery.

12. 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.
13. 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.
14. All interests in land obtained with OCCB funds may only be assigned from one eligible OCCB recipient to another eligible OCCB recipient after approval by the majority of the Board.
15. 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.
16. The eligible OCCB recipient or the Landowner must notify the Board if a claim is made against the title to the property.
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18. If the interest in the Property is reduced or increased 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 or increase of acreage exceeding 10% shall be deemed material and will render the original grant award and the Grant Agreement null and void.

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nonconfidential portions of the application will be made available upon request.

NOTICE OF APPLICATION

NOTICE IS HEREBY given that Food Lion, LLC intends to apply to the South Carolina Department of Revenue for a license and/or permit that will allow the sale and OFF premises consumption of **BEER AND WINE** at **191 Bilo Plaza, Seneca, SC 29678**. To object to the issuance of this license and/or permit, written protest must be postmarked no later than **FEBRUARY 21, 2021**.

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

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

Protests must be mailed to: **SCDOR, ABL SECTION, P.O. Box 125, Columbia, SC 29214-0907**; or faxed to: **(803) 896-0110**.

Public Notice

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:

- March 2, 2021;
- April 6, 2021;
- May 18, 2021;
- August 10, 2021;
- September 21, 2021;
- November 9, 2021;
- December 14, 2021;
- and February 8, 2022.

All meetings are scheduled for 9:00 a.m.

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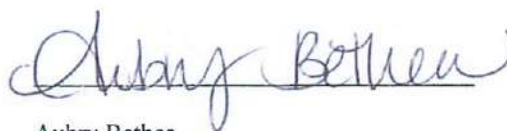
IN RE: The Oconee Conservation Bank Board Meeting Schedule 2021

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of THE JOURNAL, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 02/12/2021 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
02/12/2021



Aubry Bethea
Notary Public
State of South Carolina
My Commission Expires November 20, 2030



Oconee County Conservation Bank

Title: Grant Procedures
Policy No. 0003

Effective Date: March 2, 2021

Revision Date(s):

Page 1 of 6

Attachments:

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

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.
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 1st, August 1st, and November 1st of each calendar year.
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. An application for a grant that does not fall within the jurisdiction of the OCCB will not be accepted. The Board will inform the Applicant in writing of the reason for its refusal to accept the application.
5. 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).
6. All application attachments must identify the application Section and Question to which it applies.
7. 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.
8. 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.
9. 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.
10. 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.
 - d. Solely historic or cultural land must have a minimum score of 21.
11. 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.

12. Within ninety (90) days of each application deadline, the Board will process all pending applications and submit its recommendations to the Oconee County Council.
13. 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.
14. Council will take action within thirty (30) days of submission of the Board's recommendation.

Part Two: Post Award Procedures

1. The Board shall notify the Applicant of the Council's decision within ten (10) days of the Council's decision.
2. 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 Board of their decision to accept the grant.
3. The recipient must execute and record a Grant Agreement within fourteen (14) days of acceptance of the grant award.
4. The transaction must close within one year of recipient's notice of acceptance of award. If recipient is unable to close on the Property/Project by the Closing Deadline, recipient shall submit to the Board, before the Closing Deadline, a written status report explaining the circumstances, and shall either
 - a. withdraw the Application and acceptance of the Grant award, or
 - b. request a one-time extension not to exceed six (6) months.
6. If the transaction fails to close, the recipient, Council, and Board will execute and record a document terminating the Grant Agreement.
7. The following closing documents must be submitted to the Board for review at least ten (10) days prior to the scheduled closing:
 - 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, by the Landowner; and
- g. Any other data, acknowledgement, or documentation requested by the OCCB.
- h. The name, address, email address, and phone number of the Closing Attorney and Firm.

The Board reserves the right to reject documents that do not comply with the OCCB Ordinance.

- 8. The Board will process the grant funds pursuant to Policy No. 0002, Bank Account.
- 9. Within sixty (60) days of closing, recipient must provide the Board with executed closing documents, a report of how the grant funds were distributed, and the status of the project.
- 10. 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.

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Oconee County Conservation Bank

Title: Grant Procedures
Policy No. 0003

draft

Effective Date: March 2, 2021

Revision Date(s): April 6, 2021

Page 1 of 67

Attachments:

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

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3. The recipient must execute and record a Grant Agreement within fourteen (14) days of acceptance of the grant award.
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- 4.5. If recipient is unable to close on the Property/Project by the Closing Deadline, recipient shall submit to the Board, before the Closing Deadline, a written status report explaining the circumstances, and shall either
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and will render the original grant award and the Grant Agreement null and void.



Oconee County Conservation Bank

Title: Bank Account
Policy No. 0002

draft 3

Effective Date: September 15, 2020

Revision Date(s): April 6, 2021

Page 1 of 2

Attachments: Checklist

Purpose:

This policy governs the procedures used in opening, maintaining, and closing bank accounts or investment accounts for the Oconee County Conservation Bank.

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. "Community First account" means the OCCB account at Community First Bank established by the Board.
3. "Clerk" means the person duly appointed as the Clerk to the Council.
4. "Disburse" means to deliver the funds approved by the OCCB to the escrow account of the closing attorney.
5. "Grant" means the monetary award made to an Eligible OCCB Recipient by the Council.
6. "State Pool" means Local Government Investment Pool managed by the State Treasurer pursuant to Sections 6-6-10, 12-45-220, and 11-1-60 of the 1976 Code of Laws of South Carolina, as amended.
7. "Treasurer" means the person duly elected as the Treasurer of Oconee County.

Policy:

1. The Chair and Secretary of the Board shall open an account at Community First Bank at the Walhalla, SC branch.
2. The name on the Community First account shall be the Oconee County Conservation Bank with the address as 415 South Pine Street, Walhalla, SC 29691.
3. The Board shall manage the funds in the Community First account on behalf of the Bank.
4. Disbursements from the Community First account shall require two signatures. The Chair and Secretary of the Board are designated as the two persons authorized to disburse funds.
5. The Board may invest all or part of the Bank funds in the State Pool, considering the need, if any, to maintain funds in the Community First Bank account.
6. The Treasurer shall manage the funds in the State Pool on behalf of the Bank.
7. Prior to disbursing any grant funds, the Chair and the Secretary shall independently complete the attached Checklist.
8. The Treasurer shall disburse funds from the State Pool only upon the authorization of both the Chair and Secretary of the Board.
9. The Chair and Secretary of the Board shall authorize the disbursement of grant funds by wire or certified check to the escrow account of the closing attorney.

CHECKLIST

OCCB Policy 0002 (Bank Account)

DATE COMPLETED	TASK
	Council approved award of grant
	Amount of grant approved: _____
	Applicant accepted award of grant
	Grant agreement executed and recorded
	If required, appraisal submitted and reviewed
	Confirmed appraisal support grant amount or revise grant amount
	If requested, closing extension approved
	Closing date set: _____
	Closing documents provided to OCCB
	Closing documents approved
	Closing attorney registered as vendor with State
	Written authorization to County Treasurer / Community First Bank

Board Chair

Board Secretary

Record and Return:
 Oconee County Conservation Bank
 415 S. Pine Street
 Walhalla, SC 29691

SOUTH CAROLINA)	
)	GRANT AGREEMENT
OCONEE COUNTY)	

WHEREAS, the Oconee County Council approved the Oconee County Conservation Bank's (the "OCCB") recommendation for grant funding to _____ (the "Grantee") on _____ 20____ in the amount of _____ and 00/100 Dollars (\$_____.00) (the "Grant Funds") for the _____ fee simple purchase of or the _____ placement of a conservation easement on the tract of land described in Exhibit A (the "Property") for the purpose of permanently conserving the Property;

WHEREAS, the OCCB's award was effected pursuant to Sections 2-398 through 2-409 of the Oconee County Code of Ordinances (the "Conservation Bank Ordinance");

WHEREAS, the Conservation Bank Ordinance requires the Grantee to enter into a Grant Agreement to ensure that the Property is permanently conserved in accordance with Conservation Bank Ordinance, the Grantee's Application for funding, and this Grant Agreement; and

WHEREAS, Sections 2-404 and 2-405 of the Conservation Bank Ordinance require that a) Grantee enter into this Grant Agreement and b) the County and the OCCB be indemnified in the amount of the Grant Funds in the event of improperly used OCCB funding, title issues or defects, or other issues referenced in Section 2-405.

NOW, THEREFORE, the County, the OCCB, and the Grantee agree that by signing this Agreement and accepting any of the Grant Funds, the following shall apply:

- Grant Award.** The OCCB hereby awards funding in the amount of _____ and 00/100 Dollars (_____.00) to Grantee for the acquisition of real estate interests for the conservation purposes set forth in the Conservation Bank Ordinance, this Grant Agreement, and Grantee's Application for

Funding, which was received by the OCCB on _____ 20____. All representations made 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. Grantee: _____
- b. Project/Property: _____
- c. Fee Simple or Conservation Easement: _____
- d. Date Approved by the OCCB: _____
- e. Date Approved by Oconee County Council: _____
- f. Date Grant Award Accepted by Grantee: _____
- g. Total Grant Amount: _____
- h. Proportional Per Acre Percent of Fair Market Value: _____
- i. Closing Deadline: _____
- j. Title Insurance Provider: _____

3. Failure to Close. The failure to close by the Closing Deadline, unless a written 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, including closing costs as allowed by the Conservation Bank Ordinance. Any material changes to the scope or purpose of the Project arising after approval by the Oconee 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 disburse the Grant Funds until the Grantee provides the OCCB with 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, by the Landowner; and
- g. Any other data, acknowledgement, or documentation requested by the OCCB.
- 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. **Recorded Grant Agreement.** The Grantee shall record the executed Grant Agreement with the Register of Deeds for Oconee County, South Carolina. A copy of the recorded Grant Agreement must be submitted to the OCCB in accordance with Paragraph 5f herein.
- 7. **Delivery of Grant Funds.** All approved Grant Funds shall be delivered to the closing attorney identified by the Grantee after the OCCB approves the documents required in Paragraph 5.
- 8. **Discrepancies.**
 - a. **Acreege Discrepancies.** If the interest in the Property is reduced by 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 based upon the Conservation Value cited in the appraisal or in the Application, whichever is less.
- 9. **Closing Deadline.** Closing for the Property shall be scheduled no later than the date set forth in Paragraph 2h or within 30 days of delivery of Grant Funds, whichever is sooner. In the event that Grantee is not going to close on the Property/Project by the Closing Deadline, Grantee shall submit to the OCCB, before the Closing Deadline, a written status report explaining the circumstances, and shall either a) withdraw the Application and acceptance of the Grant award, or b) request a one-time extension not to exceed six (6) months.
- 10. **Closing Report.** Within sixty (60) days of closing, the Grantee shall submit to the OCCB a report detailing how the Grant Funds were distributed and the status of the Project.
- 11. **Monitoring and Inspection.** If this Grant Agreement relates to the fee simple transfer of the Property to the Grantee, the Grantee acknowledges and agrees that Oconee County: a) has the right to access the Property for the sole purpose of inspecting and monitoring the status of

conservation of the Property and b) has the authority to enforce the provisions of this Grant Agreement and the Conservation Bank Ordinance.

12. **Annual Report.** The Grantee shall submit a copy of Grantee's annual inspections of the Property to the OCCB within twelve (12) months of the release of Grant Funds. Thereafter, copies of all future inspection reports must be submitted to the OCCB 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 Award within thirty (30) days of discovery.
13. **Record-Keeping.** Grantee shall be responsible for the expenditure of Grant Funds and for retaining and maintaining documents and records consistent with generally accepted accounting practices pertaining to the Grant award, acquisition of interests in the Property, and management and/or status of the conservation of the Property. Grantee's financial record-keeping and accounting procedures relating to the administration of the Grant Award must be made available for examination by the OCCB during normal business hours and if requested with reasonable notice.
14. **Public Relations.** Grantee agrees to coordinate with the OCCB before issuing press releases or other public statements concerning the Grant Award. The OCCB may issue press releases without notice to or the consent of the Grantee.
15. **Title Insurance.** The Grantee shall obtain and maintain title insurance in the Grantee's name to indemnify and reimburse the County and the OCCB in an amount up to the total of the Grant Funds for issues related to the title to the Property
16. **Indemnification Funds.** The Grantee shall maintain funds sufficient to indemnify and reimburse the County and the OCCB in an amount up to the total of the Grant Funds for issues unrelated to title to the Property that impact the conservation of the Property.
17. **Indemnification – Breach of Grant Agreement, Improper Use of Grant Funds.** The Grantee agrees to indemnify and reimburse the County and the OCCB in an amount up to the total of the Grant Funds for deficiencies, claims, damages, or any other liabilities in the event of the breach of the Grant Agreement or the improper use of Grant Funds.
18. **Indemnification – Section 2-405 (g):** In the event the Grantee's interest in the Property is extinguished, terminated, sold, transferred, assigned, alienated, or converted and can not be replaced as required in Subsections 2-405(g) of the Conservation Bank Ordinance, the Grantee agrees to indemnify and reimburse the County and the OCCB in the amount of the Grant Funds or the Proportional Per Acre Percent of the then current Fair Market Value, whichever is greater.

19. **Indemnification – Hold Harmless.** Grantee agrees to indemnify, defend, and hold harmless the OCCB and Oconee County from and against any loss, cost, or damage of any kind arising out of the Grantee's negligence or willful misconduct.
20. **Notification of Breach.** The OCCB shall notify the Grantee in writing if the OCCB determines 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, such as its 501(c)(3) status, or about the Project; files bankruptcy; has misappropriated Grant Funds; or has otherwise jeopardized the ability of the Property to be permanently conserved. Grantee shall have thirty (30) days to review and respond to the OCCB's determination and if no response is made, the OCCB shall have the unilateral authority to require that the Grantee reimburse the OCCB in the full amount of the Grant Award or the Proportional Per Acre Percent of the then current Fair Market Value, whichever is greater or require other actions, such as transferring the property to a willing and eligible OCCB recipient, to ensure the permanent conservation of the Property.
21. **Notification of Intended Transfer of Property Interest.** The Grantee agrees to notify the OCCB of any intended transfer of the Property or any part or interest in the Property, including the transfer of the Conservation Easement, if any exists, as soon as the Grantee determines that the transfer is intended and in no even not later than sixty (60) days before the intended transfer is to occur.
22. **Authority to Prohibit Transfer of Property.** The Grantee agree that the OCCB shall have the unilateral authority to prohibit the transfer of the Property or any part or interest in the Property, including the transfer of the Conservation Easement, if any exists, if the OCCB determines that the proposed transfer a) will threaten or jeopardize the permanent conservation of the Property or b) will not be to a qualified eligible OCCB recipient as that term as defined and required in the Conservation Bank Ordinance..
23. **Binding Agreement.** This Agreement shall bind the Grantee, it successors and assigns, and shall continue in existence so long as the obligations as described herein and in the Conservation Bank Ordinance remain in force.
24. **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.
25. **Future Grant Support.** The OCCB has no obligation to provide any support beyond award of the Grant, unless otherwise agreed to in writing between the Parties to this Grant Agreement.

26. **Governing Law.** This Grant Agreement shall be governed by and construed in accordance with the laws of South Carolina and the Conservation Bank Ordinance. 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.
27. **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.
28. **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.

This Grant Agreement is executed by and between Oconee County, South Carolina, the Oconee County Conservation Bank, the Grantee, its 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:

GRANTEE:

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:

Signature

By: _____

Its: _____

Witness: _____

Witness: _____

Date: _____

Sworn and subscribed before me this
____ day of _____ 20____.

Notary Seal:

Notary Public for:
My Commission ends:

FOR GRANT AGREEMENT RELATING TO A CONSERVATION EASEMENT

LANDOWNER HEREBY ACKNOWLEDGES THAT

- A) THE EXECUTION OF THE CONSERVATION EASEMENT IS A BINDING LEGAL DOCUMENT THAT PERMANENTLY CONVEYS A PROPERTY INTEREST, AND
- B) THE LANDOWNER WILL BE LEGALLY BOUND BY THE TERMS OF THE CONSERVATION EASEMENT, WHICH WILL BE THE CONTROLLING DOCUMENT REGARDING WHAT IS AND WHAT IS NOT PERMITTED UPON THE PROPERTY.

LANDOWNER:

Signature

By: _____

Its: _____

Witness: _____

Witness: _____

Date: _____

Sworn and subscribed before me this
____ day of _____ 20____.

Notary Seal:

Notary Public for:
My Commission ends:

FOR GRANT AGREEMENT RELATING TO A CONSERVATION EASEMENT

LANDOWNER HEREBY ACKNOWLEDGES THAT

- A) THE EXECUTION OF THE CONSERVATION EASEMENT IS A BINDING LEGAL DOCUMENT THAT PERMANENTLY CONVEYS A PROPERTY INTEREST,
- B) THE LANDOWNER WILL BE LEGALLY BOUND BY THE TERMS OF THE CONSERVATION EASEMENT, WHICH WILL BE THE CONTROLLING DOCUMENT REGARDING WHAT IS AND WHAT IS NOT PERMITTED UPON THE PROPERTY, AND
- C) THAT THE PLACEMENT OF THE CONSERVATION EASEMENT ON THE PROPERTY IS A CONVEYANCE OF A PROPERTY INTEREST TO WHICH ANY MORTGAGE IS SUBORDINATE.

LANDOWNER:

Signature

Witness: _____

By: _____

Witness: _____

Its: _____

Date: _____

Sworn and subscribed before me this
____ day of _____ 20 ____.

Notary Seal:

Notary Public for:
My Commission ends:



APPROVED OCCB FORMS

Policy 0002, Bank Account [revised]; Policy 0003, Grant Procedures
[revised]; OCCB Grant Agreement

Approved: April 6, 2021



Oconee County Conservation Bank

Title: Bank Account
Policy No. 0002

Effective Date: September 15, 2020

Revision Date(s): April 6, 2021

Page1 of 2

Attachments: Checklist

Purpose:

This policy governs the procedures used in opening, maintaining, and closing bank accounts or investment accounts for the Oconee County Conservation Bank.

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. "Community First account" means the OCCB account at Community First Bank established by the Board.
3. "Clerk" means the person duly appointed as the Clerk to the Council.
4. "Disburse" means to deliver the funds approved by the OCCB to the escrow account of the closing attorney.
5. "Grant" means the monetary award made to an Eligible OCCB Recipient by the Council.
6. "State Pool" means Local Government Investment Pool managed by the State Treasurer pursuant to Sections 6-6-10, 12-45-220, and 11-1-60 of the 1976 Code of Laws of South Carolina, as amended.
7. "Treasurer" means the person duly elected as the Treasurer of Oconee County.

Policy:

1. The Chair and Secretary of the Board shall open an account at Community First Bank at the Walhalla, SC branch.

2. The name on the Community First account shall be the Oconee County Conservation Bank with the address as 415 South Pine Street, Walhalla, SC 29691.
3. The Board shall manage the funds in the Community First account on behalf of the Bank.
4. Disbursements from the Community First account shall require two signatures. The Chair and Secretary of the Board are designated as the two persons authorized to disburse funds.
5. The Board may invest all or part of the Bank funds in the State Pool, considering the need, if any, to maintain funds in the Community First Bank account.
6. The Treasurer shall manage the funds in the State Pool on behalf of the Bank.
7. Prior to disbursing any grant funds, the Chair and the Secretary shall independently complete the attached Checklist.
8. The Treasurer shall disburse funds from the State Pool only upon the authorization of both the Chair and Secretary of the Board.
9. The Chair and Secretary of the Board shall authorize the disbursement of grant funds by wire or certified check to the escrow account of the closing attorney.

CHECKLIST

OCCB Policy 0002 (Bank Account)

DATE COMPLETED	TASK
	Council approved award of grant
	Amount of grant approved: _____
	Notification of award to applicant
	Applicant provides written acceptance of award
	Grant agreement executed and recorded
	If required, appraisal submitted and reviewed
	Confirmed appraisal support grant amount or revise grant amount
	If requested, closing extension approved
	Closing date set: _____
	Closing documents provided to OCCB
	Closing documents approved
	Closing attorney registered as vendor with State
	Written authorization to County Treasurer / Community First Bank

Board Chair

Board Secretary



Oconee County Conservation Bank

Title: Grant Procedures
Policy No. 0003

Effective Date: March 2, 2021

Revision Date(s): April 6, 2021

Page 1 of 7

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.

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 1st, August 1st, and November 1st of each calendar year.
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. An application for a grant that does not fall within the jurisdiction of the OCCB will not be accepted. The Board will inform the Applicant in writing of the reason for its refusal to accept the application.
5. 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).
6. All application attachments must identify the application Section and Question to which it applies.
7. 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.
8. 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.
9. 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.
10. 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.
 - d. Solely historic or cultural land must have a minimum score of 21.
11. 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.

12. Within ninety (90) days of each application deadline, the Board will process all pending applications and submit its recommendations to the Oconee County Council.
13. 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.
14. Council will take action within thirty (30) days of submission of the Board's recommendation.

Part Two: Post Award Procedures

1. The Board shall notify the Applicant of the Council's decision within ten (10) days of the Council's decision.
2. 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 Board of their decision to accept the grant.
3. The recipient must execute and record a Grant Agreement within fourteen (14) days of acceptance of the grant award.
4. The transaction must close within one year of recipient's notice of acceptance of award. Recipient's closing attorney must be registered as a vendor with the State of South Carolina prior to closing if money is to be wired from the Local Government Investment Pool to the closing attorney's escrow account.
5. If recipient is unable to close on the Property/Project by the Closing Deadline, recipient shall submit to the Board, before the Closing Deadline, a written status report explaining the circumstances, and shall either
 - a. withdraw the Application and acceptance of the Grant award, or
 - b. request a one-time extension not to exceed six (6) months.
6. If the transaction fails to close, the recipient, Council, and Board will execute and record a document terminating the Grant Agreement.

7. The following closing documents must be submitted to the Board for review at least ten (10) days prior to the scheduled closing:
 - 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, by the Landowner; and
 - g. Any other data, acknowledgement, or documentation requested by the OCCB.
 - h. The name, address, email address, and phone number of the Closing Attorney and Firm.

The Board reserves the right to reject documents that do not comply with the OCCB Ordinance.

8. The Board will process the grant funds pursuant to Policy No. 0002, Bank Account.
9. Within sixty (60) days of closing, recipient must provide the Board with executed closing documents, a report of how the grant funds were distributed, and the status of the project.
10. 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.

11. The recipient shall submit a copy of recipient's annual inspections of the Property to the OCCB within twelve (12) months of the release of Grant Funds. Thereafter, copies of all future inspection reports must be submitted to the OCCB on an annual basis. Electronic copies of recipient's annual stewardship reports are acceptable. Recipient is required to give the OCCB notice of any stewardship concern that materially threatens the conservation purposes of the Grant Award within thirty (30) days of discovery.
12. 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.
13. 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.
14. All interests in land obtained with OCCB funds may only be assigned from one eligible OCCB recipient to another eligible OCCB recipient after approval by the majority of the Board.
15. 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.
16. The eligible OCCB recipient or the Landowner must notify the Board if a claim is made against the title to the property.
17. Any 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.
18. If the interest in the Property is reduced or increased 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 or increase of acreage exceeding 10% shall be deemed material and will render the original grant award and the Grant Agreement null and void.

Record and Return to:
Oconee County Conservation Bank
415 S. Pine Street
Walhalla, SC 29691

SOUTH CAROLINA)
)
OCONEE COUNTY)

GRANT AGREEMENT

WHEREAS, the Oconee County Council approved the Oconee County Conservation Bank’s (the “OCCB”) recommendation for grant funding to _____ (the “Grantee”) on _____ 20____ in the amount of _____ and 00/100 Dollars (\$_____.00) (the “Grant Funds”) for the _____ fee simple purchase of or the _____ placement of a conservation easement on the tract of land described in Exhibit A (the “Property”) for the purpose of permanently conserving the Property;

WHEREAS, the OCCB’s award was effected pursuant to Sections 2-398 through 2-409 of the Oconee County Code of Ordinances (the “Conservation Bank Ordinance”);

WHEREAS, the Conservation Bank Ordinance requires the Grantee to enter into a Grant Agreement to ensure that the Property is permanently conserved in accordance with Conservation Bank Ordinance, the Grantee’s Application for funding, and this Grant Agreement; and

WHEREAS, Sections 2-404 and 2-405 of the Conservation Bank Ordinance require that a) Grantee enter into this Grant Agreement and b) the County and the OCCB be indemnified in the amount of the Grant Funds in the event of improperly used OCCB funding, title issues or defects, or other issues referenced in Section 2-405.

NOW, THEREFORE, the County, the OCCB, and the Grantee agree that by signing this Agreement and accepting any of the Grant Funds, the following shall apply:

1. **Grant Award.** The OCCB hereby awards funding in the amount of _____ and 00/100 Dollars (_____.00) to Grantee for the acquisition of real estate interests for the conservation purposes set forth in the Conservation Bank Ordinance, this Grant Agreement, and Grantee’s Application for Funding, which was received by the OCCB on _____ 20____. All

representations made 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. Grantee: _____
- b. Project/Property: _____
- c. Fee Simple or Conservation Easement: _____
- d. Date Approved by the OCCB: _____
- e. Date Approved by Oconee County Council: _____
- f. Date Grant Award Accepted by Grantee: _____
- g. Total Grant Amount: _____
- h. Proportional Per Acre Percent of Fair Market Value: _____
- i. Closing Deadline: _____
- j. Title Insurance Provider: _____

3. Failure to Close. The failure to close by the Closing Deadline, unless a written 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, including closing costs as allowed by the Conservation Bank Ordinance. Any material changes to the scope or purpose of the Project arising after approval by the Oconee 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 disburse the Grant Funds until the Grantee provides the OCCB with 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, by the Landowner; and

- g. Any other data, acknowledgement, or documentation requested by the OCCB.
- 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. **Recorded Grant Agreement.** The Grantee shall record the executed Grant Agreement with the Register of Deeds for Oconee County, South Carolina. A copy of the recorded Grant Agreement must be submitted to the OCCB in accordance with Paragraph 5f herein.
7. **Delivery of Grant Funds.** All approved Grant Funds shall be delivered to the closing attorney identified by the Grantee after the OCCB approves the documents required in Paragraph 5.
8. **Discrepancies.**
 - a. Acreage Discrepancies. If the interest in the Property is reduced by 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 based upon the Conservation Value cited in the appraisal or in the Application, whichever is less.
9. **Closing Deadline.** Closing for the Property shall be scheduled no later than the date set forth in Paragraph 2h or within 30 days of delivery of Grant Funds, whichever is sooner. In the event that Grantee is not going to close on the Property/Project by the Closing Deadline, Grantee shall submit to the OCCB, before the Closing Deadline, a written status report explaining the circumstances, and shall either a) withdraw the Application and acceptance of the Grant award, or b) request a one-time extension not to exceed six (6) months.
10. **Closing Report.** Within sixty (60) days of closing, the Grantee shall submit to the OCCB a report detailing how the Grant Funds were distributed and the status of the Project.
11. **Monitoring and Inspection.** If this Grant Agreement relates to the fee simple transfer of the Property to the Grantee, the Grantee acknowledges and agrees that Oconee County: a) has the right to access the Property for the sole purpose of inspecting and monitoring the status of conservation of the Property and b) has the authority to enforce the provisions of this Grant Agreement and the Conservation Bank Ordinance.
12. **Annual Report.** The Grantee shall submit a copy of Grantee's annual inspections of the Property to the OCCB within twelve (12) months of the release of Grant Funds. Thereafter,

copies of all future inspection reports must be submitted to the OCCB 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 Award within thirty (30) days of discovery.

13. **Record-Keeping.** Grantee shall be responsible for the expenditure of Grant Funds and for retaining and maintaining documents and records consistent with generally accepted accounting practices pertaining to the Grant award, acquisition of interests in the Property, and management and/or status of the conservation of the Property. Grantee's financial record-keeping and accounting procedures relating to the administration of the Grant Award must be made available for examination by the OCCB during normal business hours and if requested with reasonable notice.
14. **Public Relations.** Grantee agrees to coordinate with the OCCB before issuing press releases or other public statements concerning the Grant Award. The OCCB may issue press releases without notice to or the consent of the Grantee.
15. **Title Insurance.** The Grantee shall obtain and maintain title insurance in the Grantee's name to indemnify and reimburse the County and the OCCB in an amount up to the total of the Grant Funds for issues related to the title to the Property
16. **Indemnification Funds.** The Grantee shall maintain funds sufficient to indemnify and reimburse the County and the OCCB in an amount up to the total of the Grant Funds for issues unrelated to title to the Property that impact the conservation of the Property.
17. **Indemnification – Breach of Grant Agreement, Improper Use of Grant Funds.** The Grantee agrees to indemnify and reimburse the County and the OCCB in an amount up to the total of the Grant Funds for deficiencies, claims, damages, or any other liabilities in the event of the breach of the Grant Agreement or the improper use of Grant Funds.
18. **Indemnification – Section 2-405 (g):** In the event the Grantee's interest in the Property is extinguished, terminated, sold, transferred, assigned, alienated, or converted and can not be replaced as required in Subsections 2-405(g) of the Conservation Bank Ordinance, the Grantee agrees to indemnify and reimburse the County and the OCCB in the amount of the Grant Funds or the Proportional Per Acre Percent of the then current Fair Market Value, whichever is greater.
19. **Indemnification – Hold Harmless.** Grantee agrees to indemnify, defend, and hold harmless the OCCB and Oconee County from and against any loss, cost, or damage of any kind arising out of the Grantee's negligence or willful misconduct.

20. **Notification of Breach.** The OCCB shall notify the Grantee in writing if the OCCB determines 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, such as its 501(c)(3) status, or about the Project; files bankruptcy; has misappropriated Grant Funds; or has otherwise jeopardized the ability of the Property to be permanently conserved. Grantee shall have thirty (30) days to review and respond to the OCCB's determination and if no response is made, the OCCB shall have the unilateral authority to require that the Grantee reimburse the OCCB in the full amount of the Grant Award or the Proportional Per Acre Percent of the then current Fair Market Value, whichever is greater or require other actions, such as transferring the property to a willing and eligible OCCB recipient, to ensure the permanent conservation of the Property.
21. **Notification of Intended Transfer of Property Interest.** The Grantee agrees to notify the OCCB of any intended transfer of the Property or any part or interest in the Property, including the transfer of the Conservation Easement, if any exists, as soon as the Grantee determines that the transfer is intended and in no even not later than sixty (60) days before the intended transfer is to occur.
22. **Authority to Prohibit Transfer of Property.** The Grantee agree that the OCCB shall have the unilateral authority to prohibit the transfer of the Property or any part or interest in the Property, including the transfer of the Conservation Easement, if any exists, if the OCCB determines that the proposed transfer a) will threaten or jeopardize the permanent conservation of the Property or b) will not be to a qualified eligible OCCB recipient as that term as defined and required in the Conservation Bank Ordinance..
23. **Binding Agreement.** This Agreement shall bind the Grantee, it successors and assigns, and shall continue in existence so long as the obligations as described herein and in the Conservation Bank Ordinance remain in force.
24. **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.
25. **Future Grant Support.** The OCCB has no obligation to provide any support beyond award of the Grant, unless otherwise agreed to in writing between the Parties to this Grant Agreement.
26. **Governing Law.** This Grant Agreement shall be governed by and construed in accordance with the laws of South Carolina and the Conservation Bank Ordinance. 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.

27. **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.
28. **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.
-
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REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

OCONEE COUNTY:

Signature

By: _____

Its: _____

Sworn and subscribed before me this
____ day of _____ 20____.

Notary Public for:
My Commission ends:

Witness: _____

Witness: _____

Date: _____

Notary Seal:

GRANTEE:

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:

Signature

By: _____

Its: _____

Sworn and subscribed before me this
____ day of _____ 20____.

Notary Public for:
My Commission ends:

Witness: _____

Witness: _____

Date: _____

Notary Seal:

LANDOWNER HEREBY ACKNOWLEDGES THAT

- A) THE EXECUTION OF THE CONSERVATION EASEMENT IS A BINDING LEGAL DOCUMENT THAT PERMANENTLY CONVEYS A PROPERTY INTEREST,
- B) THE LANDOWNER WILL BE LEGALLY BOUND BY THE TERMS OF THE CONSERVATION EASEMENT, WHICH WILL BE THE CONTROLLING DOCUMENT REGARDING WHAT IS AND WHAT IS NOT PERMITTED UPON THE PROPERTY, AND
- C) THAT THE PLACEMENT OF THE CONSERVATION EASEMENT ON THE PROPERTY IS A CONVEYANCE OF A PROPERTY INTEREST TO WHICH ANY MORTGAGE IS SUBORDINATE.

LANDOWNER:

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 GRANTS AWARDED
As of April 6, 2021

PROJECT; OWNER	GRANT	CLOSED	ACRES	RECIPIENT	PURPOSE	TYPE
Oconee Towne; SC DNR	\$9,567.33	6/5/2017	53.68	Upstate Forever, Naturaland Trust	History, Conservation, Public Access	Fee Simple
Jerry Powell	\$7,500.00	8/17/2017	94.10	Oconee Soil & Water Conservation District	Working Farm, Conservation	Conservation Easement
McKinney Creek Oconee Bell Preserve - Cliff Timber LLC; Naturaland Trust	\$58,000.00	12/5/2019	195.60	Naturaland Trust	Conservation, Public Access	Fee Simple
Gary and Christy Lyle	\$45,000.00	6/17/2020	165.89	Oconee Soil & Water Conservation District	Working Farm, Conservation, Water Quality Protection	Conservation Easement
Chapman Bridge Oconee Bell Preserve - Cliff Timber LLC; Naturaland Trust	\$88,000.00	7/29/2020	238.72	Naturaland Trust	Conservation, Public Access	Fee Simple
Elaine Morris Trust	\$12,500.00	12/22/2020	26.26	Upstate Forever	Conservation	Conservation Easement
William Lyles Estate; Naturaland Trust	\$66,100.00	12/29/2020	155.56	Upstate Forever, Naturaland Trust	Working Farm, Conservation, Water Quality Protection	Fee Simple
Peggy Moore	\$10,000.00	PENDING (June 2021)	58.60	Oconee Soil & Water Conservation District	Working Farm, Water Quality Protection	Conservation Easement
Grant Funds Disbursed, Cost/Acre, Acres Protected	\$286,667.33 \$308.31/Acre		929.81			



UPSTATE
FOREVER

Taychoedah

*A conservation proposal prepared for the Oconee County
Conservation Bank*

On behalf of Dorothy Heger and Geary Hughes

April 1, 2021



Taychoedah

An Application Prepared for the Oconee County Conservation Bank

Project Summary

Taychoedah (pronounced “tie-CO-ee-dah”) is a Native American word meaning “camp by the water.” On behalf of Geary Hughes and Dorothy Heger (“Landowners”), Upstate Forever is pleased to present to the OCCB Board this 42-acre parcel just south of Highway 11 near Lake Keowee. The tract is located across Highway 11 from Naturaland Trust’s three Oconee Bell Preserves: Chapman Bridge, McKinneys Creek, and Boones Creek. Not only does the tract possess habitat suitable for Oconee Bell communities (*Shortia galacifolia*), an imperiled species with a limited range, but it is situated in the known geographical range of its historical distribution. The tract includes approximately ½-mile of stream frontage of the east branch of Cornhouse Creek, which is a spring-fed tributary originating just north of the property. An impoundment on the east branch creates a small 3-acre pond before joining Cornhouse Creek, a tributary of Lake Keowee. Currently, there is one residence, one small shed, and a detached garage/storage structure. No subdivisions are being requested; however, the landowners would like to build a small guesthouse for family/visitors. During a site visit, one Oconee Bell plant and several trillium were observed. We respectfully request the Oconee County Conservation Bank to support the protection of this property through a conservation easement with funding in the amount of \$17,999.

I. General Property and Project Information

The Landowners would like to place a conservation easement on their 42-acre parcel with Upstate Forever as the land trust holding the easement. Allen McCravy of Stone & Associates prepared an appraisal for the Landowners in February of this year, which appraised the value of the property at \$275,000, and the conservation easement at \$180,000. They are respectfully asking for support from the Oconee County Conservation Bank (OCCB) for \$17,999 – one dollar less than 10% of the conservation value of the property.

The property consists primarily of deciduous hardwood forest with some small areas pine and grassland. A spring-fed stream originating north of the property feeds a tributary of Cornhouse House, which runs adjacent to the eastern boundary of the property and creates a small 3-acre pond. Cornhouse House is a tributary of Lake Keowee, a major drinking water supply for several water utilities serving Oconee, Pickens, and Greenville Counties. In addition, there is a small 1-acre freshwater forested/shrub wetland at the southern end of the property where the spring-fed stream

and Cornhouse Creek meet. Most importantly, however, this property is situated in the known geographical range of the imperiled Oconee Bell (*Shortia galacifolia*) and provides suitable habitat for the propagation and enhancement of this rare, endemic species.

Supporting Attachments:

- Excerpt from Appraisal
- Map: Location of Property within Oconee County
- Map: Location of Property on USGS Topo
- Plat of Survey

II. Mandatory Requirements/Submissions

Per OCCB requirements, Upstate Forever has notified all adjacent landowners of the Landowners intentions to place a conservation easement on their property, as well as this appeal to the OCCB. No portion of the funds will be used for endowments, monitoring, staffing, management, planning, or any costs not associated with the purchase (bargain sale) of the conservation easement. Because a certified environmental hazard assessment has not been ordered, the amount of this request is \$1 less than 10% of the conservation value.

The property interest purchased with OCCB funds will result in a permanent conservation easement restricting certain development rights and protecting the conservation values in perpetuity. The existing mortgage on the property will be made subordinate to the conservation easement.

Supporting Attachments:

- List of Adjacent Landowners
- Example of Letter Mailed to Adjacent Landowners
- Copy of Mortgage Deed
- Draft of Conservation Easement

III. Applicant and Project Information

Upstate Forever is a 501(c)3 conservation and advocacy organization with a nationally accredited land trust operating in the ten-county Upstate region since 1998. To date, we have protected over 25,000 acres of the Upstate, including over 100 miles of rivers and streams, with over 6,000 of those acres in Oconee County. Most of the protected properties are private lands managed for hunting or timber, but several are working farms, public recreation areas, or important habitat areas providing critical migration corridors or protecting rare, threatened, or endangered species.

We steward our inventory of easements on an annual basis according to National Land Trust Alliance standards. We take corrective actions as stated in the conservation easement to remedy unpermitted uses of the property either by the landowner or by outside parties. Further, Upstate Forever can appeal to TerraFirma for legal remedy if litigation is necessary. The Landowners have agreed to provide a contribution to our stewardship endowment to cover the long-term costs associated with ensuring the conservation values of the property remain intact in perpetuity.

Although a membership-based non-profit organization, much of our budget is derived from contributions from major donors, charitable foundations, and grants, including federal, state, and local programs. Furthermore, we attribute the high degree of success to strong partnerships and collaborative efforts with other agencies and organizations. With over twenty years of experience in conservation, particularly in land conservation through conservation easements, Upstate Forever is one of the leading and most qualified land trusts working in the Upstate.

Supporting Attachments:

- Draft of Conservation Easement
- IRS Determination Letter
- Articles of Incorporation
- Excerpt from Most Recent Public Audit
- Budget for FY2021

IV. Conservation Criteria

The following conservation values according to the IRS will be protected by the easement:

- Significant natural areas containing relatively natural habitat of fish, wildlife, and/or plants, associated with mixed hardwood forests; and
- Agricultural and forest land in close proximity to other conserved property, such as Devils Fork State Park, Keowee-Toxaway State Park, Oconee Bell Preserves.

The Landowner wish to retain the following development rights:

- Maintain, replace, and/or expand existing structures;
- Build one additional residential structure – 2,000 sq. ft. max; and
- No subdivision is requested.

According to the IPaC resource list provided by the USFWS, several species may benefit from the protection of natural resources on the property, including the northern long-eared bat (*Myotis*

septentrionalis), persistent trillium (*trillium persistens*), small whorled pogonia (*Isotria medeoloides*), and the smooth coneflower (*Echinacea laevigata*). In addition, the red-headed woodpecker (*Melanerpes erythrocephalus*), a migratory bird species of conservation concern, may use visit this area during breeding season. Lastly, according to the National Wetlands Inventory, the property contains a small 1-acre freshwater forested/shrub wetland at the confluence of the spring-fed tributary and Cornhouse Creek.

Taychoedah is located near Naturaland Trust’s three Oconee Bell Preserves and Devils Fork State Park, home of the annual Oconee Bell Fest. Oconee Bell is a rare plant found only in a few locations of moist, wooded areas along streams in the mountains of Georgia, North Carolina, and South Carolina – and on the property itself (see cover photo). Primary impacts to its distribution have been developments, agriculture, and hydropower. It is estimated that 60% of its population and habitat were inundated when Lakes Keowee and Jocassee were constructed. A 1979 research study conducted by Dunn and Jones inventoried known stations of the Oconee Bell, including areas on nearby Smeltzers and Burgess Creeks, among others. Coneross Creek lies between Lake Keowee and Smeltzers and Burgess Creeks, and elevation of the Taychoedah project is well within the range required for propagation (600’ to 1,700), making it suitable habitat for propagation and enhancement of the Oconee Bell.

Development around Lake Keowee has continued to grow and continues to convert former agricultural lands and forest lands to subdivisions and other development projects. A golf course and associated community has emerged between the property and the Lake, encouraging increased development between the Lake and the Town of Salem. As development continues, natural resources including important habitat and freshwater sources will be severely impacted. This project will restrict development on the property, including a 200’ buffer on the streams, thereby protecting its natural resources in perpetuity.

Supporting Attachments:

- Draft of Conservation Easement
- USFWS IPaC Report
- Map: Hydrographic Map
- Study: Dunn and Jones (1979)
- Selected photos of plant and wildlife species observed on the property
- Map: Proximity of Property to Other Protected Areas
- Map: Proximity of Property to Nearest Municipality
- Map: Proximity of Property to Nearby Development
- County Parcel Information and Map

V. Financial Criteria

Upstate Forever is a nationally accredited land trust with the National Land Trust Alliance. We currently hold over 135 conservation easements in the Upstate protecting over 25,000 acres. Our stewardship endowment ensures that we have the finances to conduct annual stewardship visits in perpetuity, and we conduct voluntary public audits to ensure that remains true year after year.

This project will not rely on any additional funding sources, relying only on the support of the OCCB through a standard bargain sale transaction. Given the appraised value of the property, this presents a unique opportunity for the County to invest in the protection of its natural resources. Further, this project provides other economic benefits to the County through the various ecosystem services ensured through the easement. Improved water quality, reduced flooding, carbon sequestration, and reduced traffic and other infrastructure needs will reduce costs to the County and its residents over time.

Supporting Attachments:

- Draft of Conservation Easement
- IRS Determination Letter
- Articles of Incorporation
- Excerpt from Most Recent Public Audit
- Budget for FY2021

List of Attachments

- Oconee County Conservation Bank Application
- Excerpt from Appraisal
- Map: Location of Property within Oconee County
- Map: Location of Property on USGS Topo
- Plat of Survey
- List of Adjacent Landowners
- Example of Letter Mailed to Adjacent Landowners
- Copy of Mortgage Deed
- Draft of Conservation Easement
- USFWS IPaC Report
- Map: Hydrographic Map
- Study: Dunn and Jones (1979)
- Selected photos of plant and wildlife species observed on the property
- Map: Proximity of Property to Other Protected Areas
- Map: Proximity of Property to Nearest Municipality
- Map: Proximity of Property to Nearby Development
- County Parcel Information and Map
- IRS Determination Letter
- Articles of Incorporation
- Excerpt from Most Recent Public Audit
- Budget for FY2021



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

Application Deadlines: April 1, August 1, November 1

SECTION I - General Property/Project Information

General Information

Property/Project Name: Taychoedah

Property Address or Description of Location: 875 Nimmons Bridge Rd., Salem, SC 29676

Acquisition type: Fee Simple or Conservation Easement

Total monetary amount requested: \$ 17,999

Conservation Value of property? \$ 180,000

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

See excerpt from appraisal attached

Landowner

Name Dorothy Heger and Geary Hughes

Mailing Address PO Box 636, Salem, SC 29676

Email Address [REDACTED]

Cell Phone ([REDACTED]) [REDACTED]

Work Phone ()

Home Phone ()

Eligible OCCB Recipient ("Applicant") Seeking Funding

Name of Organization Upstate Forever

Mailing Address 507 Pettigru Street, Greenville, SC 29601

Contact Name Chris Starker

Contact Email Address cstarker@upstateforever.org

Contact Cell Phone ()

Contact Work Phone (864) 203 -1948

Organization EIN 57 - 10070433

Property Information

Parcel ID or TMS#: 065 - 00 - 04 -004

Plat Reference (Plat Book/Page) S1-B1: MapPlatB A26 MapPlatP 8

Deed Reference (Deed Book/Page) S1-B1: 2465 / 194

Current Zoning Classification: Control Free

Total Acres: 42.02 acres

Total Acres Forested: 29.75 acres (78.7%)

Total Acres Cleared/Open/Pasture: 8.01 acres (21.2%)

Total Acres Wetlands: 1.0-acre palustrine freshwater forested/shrub wetland

Creeks and/or Rivers – Names, Length, Width: _____

East Branch of Cornhouse Creek, approximately 1/2 mile, 2-6 feet depending on location.

Property includes approximately 3-acre pond above the confluence of Cornhouse Creek with the east branch. The pond is approximately 700' long and 250' across at its widest point.

Total Acres Farmed – List Farm Type, e.g. livestock, row crop: n/a

Is project acreage part of larger parcel? If so, what is larger parcel acreage: No

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

This property is situated within the known geographical range of the imperiled Oconee Bell (Shortia galacifolia) and provides suitable habitat for the propagation and enhancement of this rare plant species. In addition, the property protects approximately 1/2-mile of stream frontage of the east branch of Cornhouse Creek, which is a spring-fed tributary of Lake Keowee.

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

See attached.

- County Location Map
- USGS Location Map
- Survey/Plat Photo

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* See attached list plus example letter.
- 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. N/A
- 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

29 March 2021

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 Conservation Easement 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 There is a mortgage on the property, which will be subordinate to the conservation easement.

If yes, attach a list of the encumbrances. S2-B4a. A copy of the mortgage deed is attached.

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.

Scott Moore
Signature of Landowner

03/30/2021
Date

Sworn and subscribed this 30 day of MARCH 2021.

Scott Moore
Notary Public for
My Commission expires: 10/06/2027



* 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 Dorothy Heger and Geary Hughes

Mailing Address PO Box 636, Salem, SC 29676

Contact Name Dorothy Heger

Contact Email [REDACTED]

Cell Phone ([REDACTED])

Work Phone ()

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

Name Upstate Forever

Mailing Address 507 Pettigru Street, Greenville, SC 29601

Contact Name Chris Starker

Contact Email cstarker@upstateforever.org

Cell Phone (864) 203 - 1948

Work Phone (864) 250 - 0500 x 115

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

The Landowners have agreed to provide a stewardship endowment to cover long-term costs associated with ensuring that the conservation values of the property remain intact in perpetuity. No other costs or additional funding is needed to complete this project.

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

25,817 South Carolina 6,583 Oconee County 863 Other
Polk County, NC

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

Most of the protected properties are private lands managed for hunting or timber, but several are working farms, public recreation areas, or important habitat areas providing critical migration corridors or protecting rare, threatened, or endangered species, including over 100 miles of rivers and streams.

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

Upstate Forever is a nationally accredited land trust under the national Land Trust Alliance. We steward our inventory of easements on an annual basis according LTA standards. If there are unpermitted uses of the property either by the landowner or by outside parties, then corrective action is pursued as stated in the easement language and according to LTA guidelines. Further, Upstate Forever can apply to TerraFirma for legal remedy if litigation is required. A draft conservation easement is attached.

5. Land Management Information

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

Upstate Forever is a 501(c)3 non-profit land trust and advocacy group. Although membership-based, much of our budget is derived from contributions from major donors, charitable foundations, and grants, including federal, state, and local programs. With over twenty years of experience in conservation, particularly in land conservation through conservation easements, Upstate Forever is one of the leading and most qualified land trusts working in the Upstate. See related attachments.

- 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

 X no

However, a draft conservation easement is attached.

Section IV - Conservation Criteria

1. Environmental Sensitivity

- a. Does the property contain or adjoin wetlands?

yes

no

A USFWS IPaC Report is attached, which includes a NWI analysis of wetlands on site.

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

See attached map.

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:

N/A

(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

Shortia galacifolia is listed as imperiled in the State of SC, which has been identified on the property.

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

See attached scientific journal article by Dunn and Jones (1979) describing the range and habitat conditions for Shortia galacifolia, as well as photo of species observed on site.

- 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

See USFWS IPaC Report, which lists the known or expected range of endangered species, including migratory birds. Also, see Dunn and Jones (1979)

- 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

See attached selection of photos taken of wildlife observed on the property.

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

See attached selection of photos taken of wildlife observed on the property.

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.

N/A

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 X 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? N/A

- 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: The property is located less than five miles from Devils Fork State Park, and the McKinney Creek, Chapman Bridge, and Boones Creek Oconee Bell Preserves. *Provide supporting documentation. S4-9a*

See attached map showing proximity of property to nearby protected areas.

b. Proximity to municipality or community: The property is located less than two miles from the town of Salem. *Provide supporting documentation. S4-9b*

10. Is there a threat of development?

X yes _____ no

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

A threat of development surrounds Upstate lakes, including Lake Keowee. There are several subdivision development projects around the Lake, some of which are within very close proximity to the project. See attached maps/narrative.

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

42.02 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?

Cornhouse Creek is a tributary of Lake Keowee, which is a drinking source for residents of several counties, including Oconee, Pickens, and Greenville.

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

A draft conservation easement is attached, which details the reserved and relinquished rights as well as riparian buffer protections extending 200' from the stream and pond. See narrative for more details.

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*

See attached IRS Determination Letter, Articles of Incorporation, excerpt from most recent Audit, and 2021 Budget.

2. What percent of Conservation Value is being requested from the OCCB?

a. Conservation Value	\$	180,000		
b. OCCB Request	\$	17,999		
c. Percent		10		% (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.

The Landowner intends to donate the remainder of the conservation value making this a bargain sale with the Oconee County Conservation Bank and a sound conservation investment.

4. Describe partnerships, management agreements, management leases, or other joint efforts that will help this project succeed.

This is a standard bargain sale conservation easement with a private landowner. There are no additional partnerships, management agreements or leases, or other joint efforts included with this project. The only parties are the Landowner, the Land Trust (Upstate Forever), and Oconee County (via the Oconee County Conservation Bank).

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

a. \$	428.34		Cost per acre of OCCB funds
b. \$	6,544.50		Fair market value per acre
c.	6.54	%	(a ÷ b x 100 = _____ %)

6. Describe other ways that the project could provide economic benefits to Oconee County.

Like many properties that are taken out of development and protected by a conservation easement, this projects provides myriad economic benefits through the ecosystem services inherent in the property, including: water quality benefits, reduced flooding, carbon sequestration, and reduced traffic and other infrastructure needs (e.g., sewer & water). In addition, this property and the conservation easement protect the future ability to provide recreational opportunities for the future even though they are not presently available.

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

Appraisal of
Proposed Conservation Easement
42.02 Acre Tract
875 Nimmons Bridge Road
Salem, Oconee County, South Carolina 29676



Appraisal Report

Prepared for
Mr. Geary L. Hughes & Dorothy J. Heger
Post Office Box 636
Salem, South Carolina 29676

Dates of Inspection

February 24, 2021

Date of Valuation

February 24, 2021

Prepared by
Allen D. McCravy, MAI
Stone & Associates
1100A Rutherford Road
Greenville, SC 29609



STONE & ASSOCIATES

1100A RUTHERFORD ROAD • GREENVILLE, SC 29609
TEL. (864) 232-3051 • FAX (864) 232-3053 • E-MAIL amccravy@stoneandassoc.com

March 10, 2021

Mr. Geary L. Hughes & Dorothy J. Heger
Post Office Box 636
Salem, South Carolina 29676

RE: Proposed Conservation Easement
Vacant Land – 42.02 Acres
875 Nimmons Bridge Road
Salem, Oconee County, South Carolina 29676

Dear Mr. Hughes & Mrs. Heger:

In accordance with your request, I have personally inspected the above referenced tract and have prepared an appraisal report with applicable exhibits and addenda, which explain and demonstrate the process used in completing this assignment.

This is an appraisal report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2 of the Uniform Standards of Professional Appraisal Practice for an appraisal report. As such, it presents in-depth discussions of the data, reasoning, and analysis that were used in the appraisal process to develop the appraiser's opinion of value. Additional supporting documentation concerning the data, reasoning, and analysis is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated herein. The appraiser is not responsible for unauthorized use of this report.

The subject property includes a tract of land containing a total of approximately 42.02 acres, or 1,830,391 square feet of land area, according to information provided. The subject tract is located off the western side of Nimmons Bridge Road, south of its intersection with Shallow Ford Road. The subject property is within the community of Salem, in northern Oconee County, South Carolina. The subject tract is further referenced on Oconee County Tax Maps as Parcel Number 065-00-04-004. The subject property is improved with a single-family residence and carport structure, which are not considered to be affected by the proposed easement and therefore have been excluded from the valuation.

The subject property has a pending conservation easement that encumbers the entire subject tract. **A draft copy of the pending conservation easement is included in the addenda section of this appraisal report (Grantee is Upstate Forever).**

In this assignment, the existence of hazardous waste material, which may or may not be present on or in the property, was not observed by the appraiser. I have no knowledge of the existence of such materials on or near the property. The appraiser, however is not qualified to detect such substances. The presence of such material may have an effect on the value or use of the property. It is assumed that there are no hazardous materials spills resulting from underground storage tanks or other causes associated with the subject property. Full compliance with all environmental laws is assumed.

The purpose of this appraisal is to estimate the as is market value of the fee simple estate of the subject property prior to being encumbered by a conservation easement. It is also the purpose to estimate the market value of the subject property being encumbered by conservation easement restrictions; therefore, determining a value of the proposed conservation easement. As is market value, market value, fee simple estate, and conservation easement are further defined and qualified in the following appraisal report.

After analyzing the subject property and its market, and the various factors entering into the appraisal analysis, including the assumptions and limiting conditions contained in the report, it is my opinion that the as is market value of the fee simple estate of the subject property as of February 24, 2021, is:

Pre-Easement (Land Only)
Two Hundred Seventy-Five Thousand Dollars
(\$275,000)

It is also my opinion that the as is market value of the subject property with the conservation easement in place, as of February 24, 2021, is:

Post-Easement (Land Only)
Ninety-Five Thousand Dollars
(\$95,000)

As a result, it is my opinion that the market value of the conservation easement, as of February 24, 2021, is:

Value of Easement
One Hundred Eighty Thousand Dollars
(\$180,000)

It is my understanding that the intended use of this appraisal will be to establish the value of the conservation easement that has been proposed for the subject tract. The intended use of this appraisal report is for federal income tax purposes and/or planning, and the Internal Revenue Service as well as the Oconee County Conservation Bank are included as intended users.

This appraisal employs the hypothetical condition that the conservation easement is in place (as of the date of valuation), in order to provide an after value.

March 10, 2021
Page Three

I wish to clearly emphasize that the detection of any such hazardous materials is beyond the scope of this valuation analysis. Furthermore, it is assumed that the presence of any hazardous materials, gases or toxic substances that would cause a loss in value is assumed not to exist on the property. The appraiser does not report to be qualified engineers trained to detect such substances and no responsibility is assumed by the appraiser relating to the presence of, or impact from, any detected substances.

The value estimate assumes no impact on value because of "Section 404 - Wetlands" as defined by the US Army Corp. of Engineers. The appraiser is not an expert in this field and urges the client to seek advice of an expert to determine any potential impact of wetlands on the above referenced property.

The appraisal analysis, opinions and conclusions were developed and this appraisal report has been prepared in conformance with (and the use of this report is subject to) all regulations issued under Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA) and the Uniform Standards of Professional Appraisal Practice (USPAP) 2020-2021 Edition as promulgated by the Appraisal Standards Board of the Appraisal Foundation.

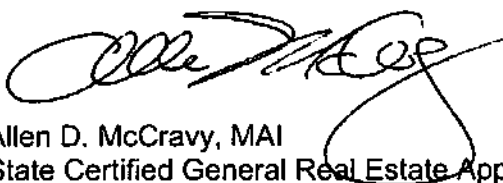
I certify that I have the experience and knowledge to competently complete an appraisal of this type and have made other appraisals of similar properties in the past. I certify that the property, which is the subject of this report, was inspected by Allen D. McCravy, MAI.

The employment of the appraiser was not conditional upon the appraiser producing a specified value, or a value within a given range. Future employment prospects are not dependent upon the appraiser producing a specified value. Employment of the appraiser and the payment of the fee are not based on whether a loan application is approved or disapproved.

I appreciate the opportunity to be of service. If you have any questions, or require any additional information, please feel free to contact me at (864) 232-3051.

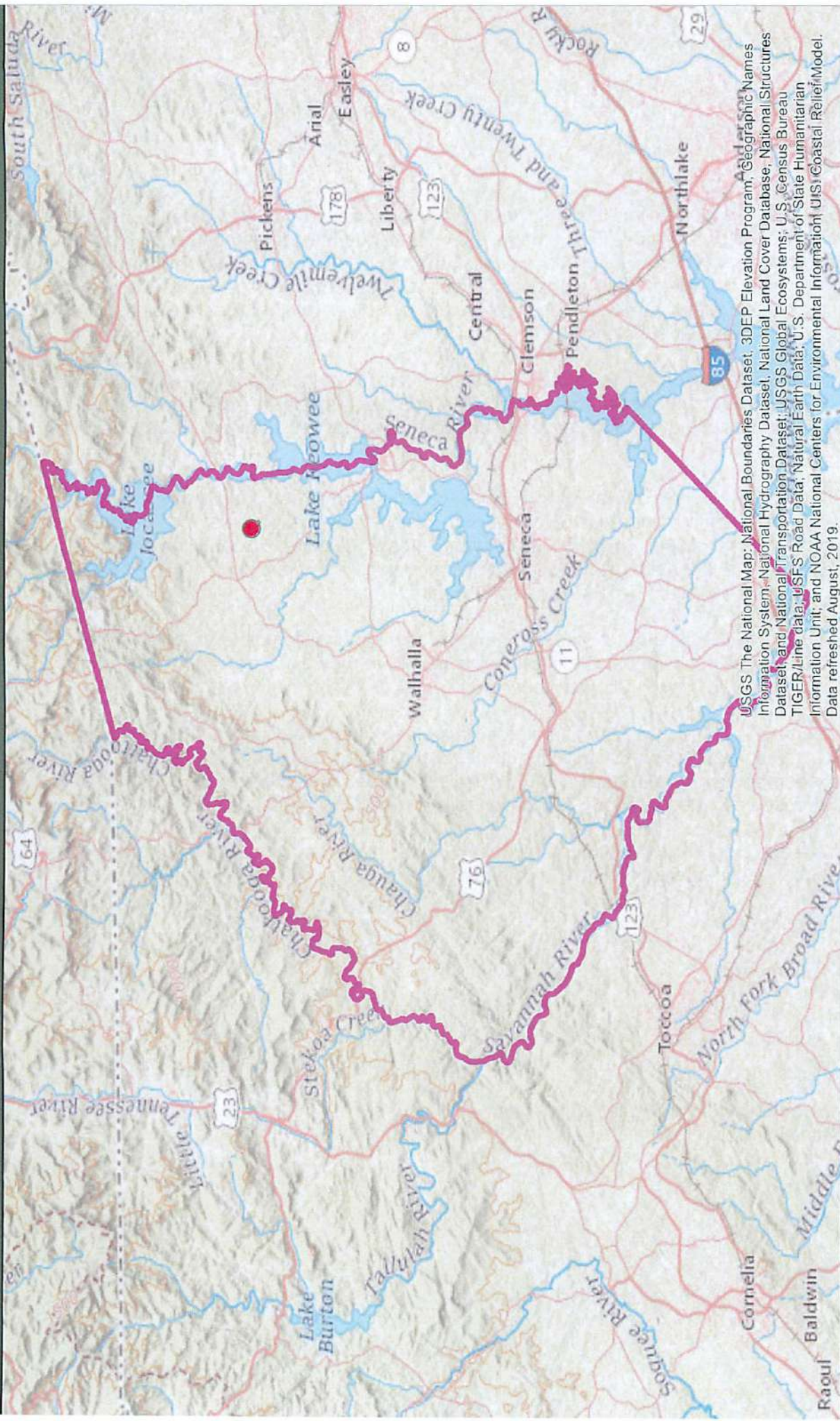
Respectfully submitted,

Stone & Associates



Allen D. McCravy, MAI
State Certified General Real Estate Appraiser
SC Certificate No. CG3617

Taychoedah - Location in Oconee County



USGS The National Map; National Boundaries Dataset; 3DEP Elevation Program; Geographic Names Information System; National Hydrography Dataset; National Land Cover Database; National Structures Dataset; and National Transportation Dataset; USGS Global Ecosystems; U.S. Census Bureau TIGER/Line data; USFS Road Data; Natural Earth Data; U.S. Department of State Humanitarian Information Unit; and NOAA National Centers for Environmental Information; U.S. Coastal Relief Model. Data refreshed August, 2019.



Legend

-  Taychoedah tract 42.02 acres
-  Oconee County

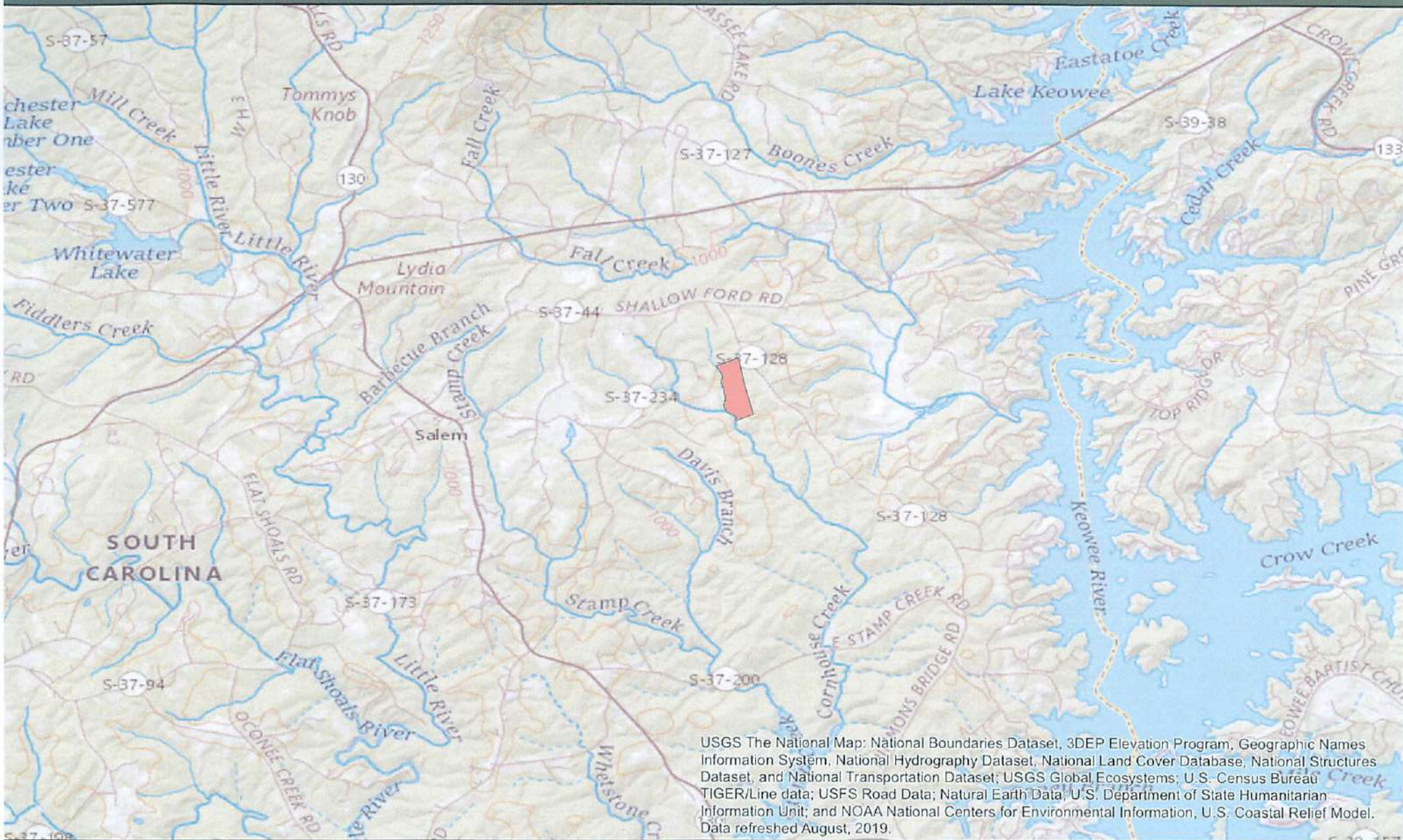


DISCLAIMER:

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



Taychoedah Conservation Easement



USGS The National Map: National Boundaries Dataset, 3DEP Elevation Program, Geographic Names Information System, National Hydrography Dataset, National Land Cover Database, National Structures Dataset, and National Transportation Dataset; USGS Global Ecosystems; U.S. Census Bureau TIGER/Line data; USFS Road Data; Natural Earth Data; U.S. Department of State Humanitarian Information Unit; and NOAA National Centers for Environmental Information, U.S. Coastal Relief Model. Data refreshed August, 2019.



Legend

Taychoedah tract 42.02 acres



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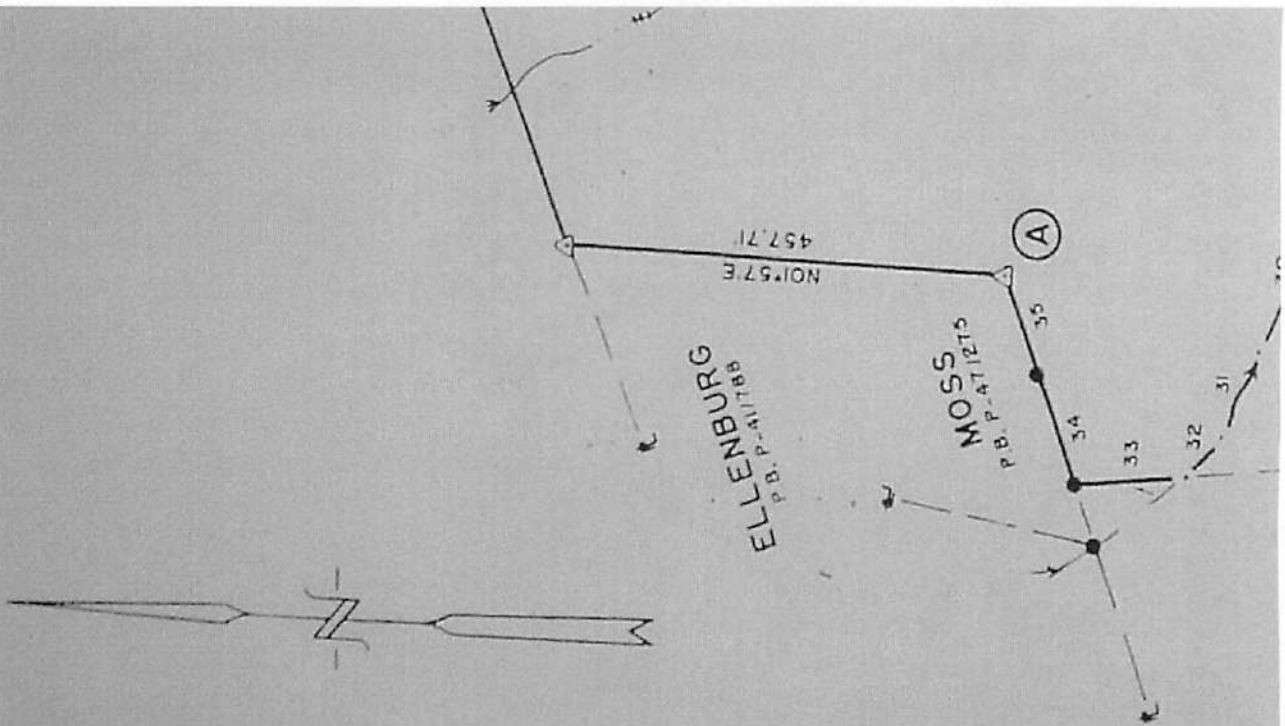


LEGEND

- P.O.B. = POINT OF BEGINNING
 Δ = PLANTED STONE FOUND
 ● = IRON PIN FOUND
 # = PROPERTY LINE
 † = CENTER LINE
 R/W = RIGHT OF WAY

REFERENCE: D.B. 423/242
 P.B. P-51/82

<u>LINE</u>	<u>BEARING</u>	<u>DISTANCE</u>
1	N17°02'W	77.25'
2	N44°43'E	101.30'
3	N42°22'W	108.28'
4	N49°06'W	47.46'
5	N77°38'W	54.56'
6	N40°51'W	95.66'
7	S67°34'W	22.85'
8	N47°08'W	76.71'
9	S75°08'W	21.56'
10	N13°00'W	65.47'
11	N51°08'W	61.34'
12	N05°12'W	53.81'
13	N20°32'W	60.12'
14	N07°04'W	51.28'



BOUWMAN GEORGE C & SALLY H
491 BRADLEYS DR
SALEM, SC 29676

BOUWMAN ROBERT E & RICHTER MARS
489 BRADLEYS DR
SALEM, SC 29676

GAGNON THERESA E & CLARK JODI L
160 HORSE HILL RD
SALEM, SC 29676

HUGHES GEARY L & HEGER DOROTHY .
PO BOX 636
SALEM, SC 29676

LUCE MICHAEL C & WENDY R
276 SHALLOW FORD RD
SALEM, SC 29676

LUCE MICHAEL C
175 SHALLOW FORD RD
SALEM, SC 29676

ROCHESTER JAMES REVEL
371 ROCKY RIDGE ROAD
SALEM, SC 296760000

WOOD GARY T
PO BOX 1
WEST UNION, SC 296960000

March 29, 2021

[Adjacent Landowner Name]
[Adjacent Landowner Address]
Salem, SC 29676

Dear [Adjacent Landowner Name],

I am excited to share news with you that your neighbor is applying to the Oconee County Conservation Bank (OCCB) to preserve natural habitat along Cornhouse Creek in perpetuity. Upstate Forever has prepared an application to the OCCB Board and we are in the process of preserving this beautiful property for the landowner. Getting to know this area of Salem more, we are very interested in helping other interested landowners to preserve their property as well.

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

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

If you are interested in protecting your land with a conservation easement, or would like to learn more about the proposed OCCB application, please feel free to contact me at 864-203-1948, or by email at cstarker@upstateforever.org.

Sincerely,



Chris Starker
Land Conservation Manager

ket. yun...
1700 900 E North St Suite 210
Greenville SC 29601
008838

When recorded, return to:
Ameris Bank, c/o Docprobe, LLC
Attn: Final Document Department
1125 Ocean Avenue
Lakewood, NJ 08701

FILED OCONEE COUNTY, SC
ANNA K. DAVISON
REGISTER OF DEEDS

Doc ID: 004868720011 Type: MTG
BK 3573 PG 231-241

This document was prepared by:
Ameris Bank
1800 Parkway Place, Suite 820
Marietta, GA 30067
(770) 578-3600

2017 JAN 23 A 11: 44

LOAN #: 7166064486

[Space Above This Line For Recording Data]

MORTGAGE

MIN 1009207-0009071208-1
MERS PHONE #: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated January 18, 2017, together with all Riders to this document.

(B) "Borrower" is DOROTHY J HEGER AND GEARY L HUGHES, JOINT TENANTS

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, Michigan 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is Ameris Bank.

Lender is a Corporation,
Georgia,
820, Marietta, GA 30067

organized and existing under the laws of
Lender's address is 1800 Parkway Place, Suite

(E) "Note" means the promissory note signed by Borrower and dated January 18, 2017. The Note states that Borrower owes Lender [REDACTED]

plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than February 1, 2047.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

- Adjustable Rate Rider
- Condominium Rider
- Second Home Rider
- Balloon Rider
- Planned Unit Development Rider
- Other(s) [specify]
- 1-4 Family Rider
- Biweekly Payment Rider
- V.A. Rider

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.



(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor In Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the

County (Type of Recording Jurisdiction) of **Oconee**

[Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".

APN #: 0650004004

which currently has the address of **875 Nimmons Bridge Road, Salem,**

[Street] [City]

South Carolina **29676** ("Property Address"):

[Zip Code]

TO HAVE AND TO HOLD this property unto MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received



by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.



Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.



7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property, if it has reasonable cause. Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the



mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits



under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.



20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

23. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument. Borrower shall pay any recordination costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Homestead Waiver. Borrower waives all rights of homestead exemption in the Property to the extent allowed by Applicable Law.

25. Waiver of Appraisal Rights. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY



LOAN #: 7166064486

APPRaisal RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY. This waiver shall not apply so long as the Property is used as a dwelling place as defined in § 12-37-250 of the South Carolina Code of Laws.

26. Future Advances. The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to 150% of the original principal amount of the Note plus interest thereon, attorneys' fees and court costs.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

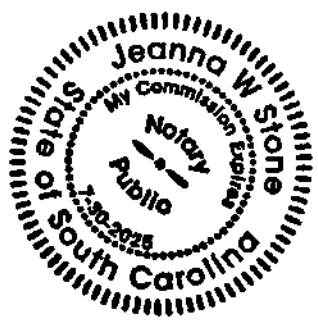
[Signature]
Kenneth Beady
[Signature]
Jeanna W Stone

[Signature] 1-18-2017 (Seal)
DOROTHY J. HEGER DATE

[Signature] 1/18/2017 (Seal)
GEARY L HUGHES DATE

State of SC
County of Greenville

The foregoing Instrument was acknowledged before me this JANUARY 18, 2017 (date) by DOROTHY J HEGER AND GEARY L HUGHES (name of person acknowledged).



[Signature]
Signature of Person Taking Acknowledgement
Jeanna W Stone
Printed Name of Person Taking Acknowledgement
Notary Public
Title or Rank
7-30-2025
My commission expires:

Lender: Ameris Bank
NMLS ID: 408099
Loan Originator: Charlie Askins
NMLS ID: 448353



EXHIBIT "A"

All that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Oconee, being shown as containing 50.74 acres, more or less, as shown and more fully described on a survey for Allen Taylor & Jimmy W. Blalock, prepared by Appalachian Surveying Company, Inc. dated June 17, 1986 and recorded in the office of the ROD for Oconee County on August 25, 1988 in Plat Book A26 at Page 8. Reference to said plat is hereby made for a more complete description of metes and bounds thereof.

ALSO: ALL that certain easement and right of way for ingress and egress over that strip of land lying and being situate in the State of South Carolina, County of Oconee, containing 0.10 acres, more or less, and known as Tract A for ingress and egress from the existing paved roadway to the aforementioned property as shown on plat recorded in Plat Book P-52 at Page 441, and more fully described in instrument recorded in Deed Book 432 at Page 133, records of Oconee County, South Carolina. This easement is subject to the reservation by Clayton Doyle Jones, Jr. and his heirs and assigns of the right to use, cross and have access to said easement.

LESS HOWEVER: All those certain pieces, parcels or lots of land previously conveyed by George H. Bouwman and Eleanore H. Bouwman to Robert Bouwman and Clark Bouwman as recorded on November 30, 1999 in Deed Book 1060 at Pages 337 and 339.

This being the property conveyed to Geary L. Hughes and Dorothy J. Heger by deed of Richard Kip Merck dated and recorded simultaneously herewith.

See deed bk 2238 pg 315

FILED OCONEE COUNTY, SC
ANNA K. DAVISON
REGISTER OF DEEDS

2017 JAN 23 A 11:44

LOAN #: 7166064486
MIN: 1009207-0000071209-1

SECOND HOME RIDER

THIS SECOND HOME RIDER is made this 18th day of January, 2017 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to Ameris Bank, a Corporation

(the "Lender")
of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at: 875 Nimmons Bridge Road, Salem, SC 29676.

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:

6. **Occupancy.** Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's second home.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Second Home Rider.


DOROTHY J. HEGER

1-18-2017 (Seal)
DATE


GEARY L. HUGHES

1/18/2017 (Seal)
DATE

MULTISTATE SECOND HOME RIDER—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3890 1/01
Ede Mae, Inc.

F3890RDU 0307
F3890RLU (CLS)
01/18/2017 10:14 AM PST



Return to:
Upstate Forever
Land Trust
507 Pettigru Street
Greenville, SC 29601

STATE OF SOUTH CAROLINA)
) **CONSERVATION EASEMENT**
COUNTY OF OCONEE) (Includes Transfer Fee Lien,
) Allocation, and Notice
) Requirements)

For and in consideration of the mutual covenants, terms, conditions and restrictions herein contained and as an irrevocable gift, and in the consideration of the sum of \$_____ provided by the Oconee County Conservation Bank and other good and valuable consideration, this **CONSERVATION EASEMENT** entered into this ____ day of _____, 2021 by and between **Geary L. Hughes and Dorothy J. Heger**, citizens and residents of Oconee County, South Carolina (hereinafter referred to as "Grantor"), and **UPSTATE FOREVER**, a nonprofit corporation organized and existing under the laws of the State of South Carolina (hereinafter referred to as "Grantee").

WITNESSETH:

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

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

- A. Land area preserved for outdoor recreation by, or the education of, the general public;
- B. Significant natural areas containing relatively natural habitat of fish, wildlife, and/or plants associated with a mesic hardwood forest, including riparian frontage on approximately ½-mile on the east side of the east branch of Cornhouse Creek, a tributary of Lake Keowee, and a freshwater forested

shrub wetland, containing habitat suitable for propagation of Oconee Bells, a federally endangered species;

- C. Agricultural and forest land in close proximity to other conserved property, such as Boones Creek Preserve, McKinney Creek Preserve, and Chapman Bridge Preserve, and Public Lands, such as Devils Fork State Park;

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

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

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

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

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

for scientific study, for aesthetic appreciation, for protection of critical water resources, to maintain the state's position as an attractive location for visitors and new industry, and to preserve the opportunities of future generations to access and benefit from the existence of the state's outstanding natural and historical sites”;

- D. The S.C. Conservation Easement Act of 1991, S.C. Code Ann. § 27-8-10, *et seq.*, has a purpose of “ensuring the availability of real property for agricultural, forest, recreational, educational or open space use”;
- E. South Carolina’s preferential tax laws for agricultural land, as found in S.C. Code Sections 12-43-220 to -260, as amended, provide for a preferential tax rate for agricultural land in order for such lands to remain in productive agricultural uses; and
- F. The North American Wetlands Conservation Act, P.L. 101-233, 16 U.S.C. Section 4401, *et seq.*, whose purposes include the protection of “wetland ecosystems and habitats associated with wetland ecosystems and other fish and wildlife in North America” and sustaining “an abundance of waterfowl and other wetland associated migratory birds consistent with the goals of the North American Waterfowl Management Plan” and similar plans;

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

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

WHEREAS, the Conservation Values as described above are documented in a comprehensive Baseline Report, consisting of descriptions, maps, and photographs, that documents the current condition and conservation values of the property at the time a conservation easement is granted;

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

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

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

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants, terms, conditions and restrictions herein contained, Grantor, intending to be legally bound and intending for this Conservation Easement to remain in effect in perpetuity, agrees on behalf of him/herself, their heirs, successors, and assigns as follows:

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

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

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

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

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

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

Commercial Use/Activity: Any use or activity making or intending to make a profit. **Limited Commercial Activities:** activities of limited

scope and impact making or intending to make a profit, are sometimes permissible under the terms of a Conservation Easement when stipulated.

Equestrian Activities: Activities directly related to horseback riding or the raising or keeping of horses for the purpose of horseback riding.

Equestrian Structures: Any structure or facility designed to be used or currently used in conjunction with permitted **Equestrian Activities**, not including any structure used as a dwelling for human beings. These include, but are not limited to, barns, riding arenas, stables, tack rooms, run-in sheds, and storage sheds.

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

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

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

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

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

Ordinary High Water Mark: According to the Army Corps of Engineers: "That line on the shore established by the fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank, shelving, changes in the character of soil,

destruction of terrestrial vegetation, the presence of litter and debris, or other appropriate means that consider the characteristics of the surrounding areas”.

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

Residence: Any structure that could be used for human habitation and which contains sleeping quarters, sanitary facilities, and cooking facilities.

Riparian Buffer: Any vegetated areas within 200 feet and adjacent to all rivers, streams, waterways, ponds, lakes and impoundments on the Protected Property that protects and improves water quality, provides bank stabilization, and creates aquatic and wildlife habitat. Riparian Buffers are subject to specific restrictions and protections further described in Section 4.

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

Subdividing: The process of legally dividing the original legal parcels of land that comprised the Protected Property at the time this Easement was executed in order to create additional legal, transferable parcels of land.

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

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

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

accordance with the Primary Purposes and terms of this Conservation Easement.

4. Restrictions on Uses of the Protected Property.

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

As of the date of this Conservation Easement, there are three existing structures, including a residence, a garage, and shed on the Protected Property, more particularly described in the baseline report, all of which are permitted to be maintained, utilized, removed and replaced according to the terms and conditions more specifically described below.

Except for the following uses and activities specifically authorized subject to the conditions below, Grantors agree that there shall be no other building or development of any residential, commercial or industrial use or activity of any nature undertaken or allowed on the Protected Property or any portion thereof:

A. Residences and Structures. Grantor shall have the following rights regarding residences and structures on the Protected Property:

- (1) Maintenance of Existing Structures: To maintain, repair, and improve the existing Residence, garage, and shed, and all existing patios, decks, and other impervious surfaces, which are more particularly described in the Baseline Report;
- (2) Removal, Replacement or Expansion of Existing Residence(s): To remove, replace, or expand the existing single family Residence, provided:
 - (i) The replacement Residence shall occupy a footprint of no more than 2,000 square feet;
 - (ii) The replacement Residence shall not exceed two stories in height excluding underground basements;
 - (iii) The replacement Residence may include a basement;
 - (iv) The replacement Residence shall occupy the same location as the existing residence;
 - (v) Collectively, existing or new decks, patios, and other impervious surfaces associated with the existing or replacement Residence shall not exceed 600 square feet in footprint; and
 - (vi) Grantor obtains Grantee's written Approval of Grantor's plan for the location and construction of

removal, replacement or expansion of the existing single family Residence before any work begins.

(3) Removal, Replacement or Expansion of Existing Ancillary Structures: To remove, replace, or expand the existing ancillary structure(s), provided:

- (i) collectively, existing and new ancillary structures associated with an existing residence, shall not exceed a total of footprint of 1,400 square feet, and shall not exceed two stories in height;
- (ii) the replacement ancillary structures shall occupy the same location as the existing ancillary structures, except the existing shed may be relocated, provided:
 - a) the new location is within 100 feet of the existing Residence or replacement Residence, or
 - b) the new location is within one of the “building envelope” areas described in Section A(4)(v) below, and further described on **Exhibit 2**;
- (iii) Grantor obtains Grantee’s written Approval of Grantor’s plan for the replacement or expansion of any existing structure that occupies a footprint over 1,000 square feet before any work begins.

(4) New Structures: To construct, maintain, repair, improve and replace up to one (1) new single family Residence, provided that the impervious surface associated with the new Residence satisfies the following:

- (i) The new Residence shall occupy a footprint of no more than 2,000 square feet;
- (ii) The new Residence shall not exceed two stories in height excluding underground basements;
- (iii) The new Residence may include a basement;
- (iv) No new ancillary structures associated with the new Residence shall be constructed, with the exception of a replacement shed as described in Section A(3) above;
- (v) The new Residence shall be constructed, subject to the conditions described herein, in one of three (3) separate permitted “building envelope” areas, which building envelope areas shall each touch and include the three (3) locational “Pins”, as such Pins are shown and described on **Exhibit 2**, which is attached hereto and incorporated herein by reference. Once the one (1) envelope is chosen for the new single family Residence, the other two will be deemed extinguished

and no longer available for consideration as a permissible building envelope area. Further, and without limiting the foregoing, the permitted building envelope areas shall not exceed three (3) acre(s) for the building envelope corresponding to "Pin A", three (3) acre(s) for the building envelope corresponding to "Pin B" and three (3) acre(s) for the building envelope corresponding to "Pin C". Further, and without limiting the foregoing, the relevant building envelopes described herein, while being required to touch and contain the relevant Pins described above, shall also be in the shape of either a perfect circle or perfect square and the center of any such building envelope shape shall be no further than fifty (50) feet from the associated Pin. The final location of the three building envelope areas, as permitted herein, shall be subject to the advanced Approval by the Grantee, which Approval shall not be unreasonably withheld.

- (vi) Collectively, new decks, patios, and other impervious surfaces associated with the new Residence shall not exceed 600 square feet in footprint;
- (vii) Grantor obtains Grantee's written Approval of Grantor's plan for the location, site preparation and construction of the new Residence before any work begins; and
- (viii) Grantor obtains Grantee's written Approval of Grantor's plan for the location, construction, and expansion of any ancillary structure before any work begins.

- (5) Dwelling Restriction: Other than the permitted Residential structures, no other structure on the Protected Property shall be used as a temporary or permanent dwelling for human beings.

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

C. Commercial Activities. Except with the prior written Approval of Grantee, there shall be no commercial uses, activities, or structures. For purposes of this limitation, commercial uses do not include: recreational or lease based hunting or fishing, leasing of Residential structures for Residential usage, or leasing of the Protected Property for agricultural uses.

D. Commercial Recreation. No commercial recreational activities of any kind shall be allowed on the Protected Property, provided

Grantor shall have the right to lease the Protected Property for hunting and fishing in accordance with applicable laws and regulations.

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

- (1) directional signs required by law;
- (2) “no trespassing,” “no hunting,” or similar signs;
- (3) signs relating to the sale of the Protected Property;
- (4) signs indicating the name or ownership of the farm or home, not to exceed twelve square feet; and
- (5) signs to indicate the Conservation Values of the Protected Property.

F. Protection of Riparian Buffers. Grantor shall not remove or cut any trees or otherwise alter or disturb any area of the Protected Property that is within 200 feet of the Ordinary High Water Mark of Cornhouse Creek or any other river, stream, waterway, pond, lake or impoundment with the limited exceptions of:

- (1) removing trees that are dead;
- (2) removing trees that are substantially damaged or threatened by natural causes (*e.g.* – insect, disease, *etc.*) when it is necessary to maintain the ecological health of the affected forest community;
- (3) removing trees that pose a significant and immediate hazard to life or property;
- (4) cutting, removing, or eradicating any plant which is recognized by state or federal natural resource authorities to be a non-indigenous species;
- (5) except as allowed in Sections 4(J) and (K);
- (6) for roads, bridges, and trails constructed, maintained or restored in accordance with Section 4(M); or
- (7) performing ecological enhancements in accordance with a professionally prepared plan and following written Approval by Grantee.

G. Utility Systems. Utility systems, including, without limitation, water, sewer, septic tanks, propane tanks, electrical power (including geothermal, solar and wind power), and communication lines and related facilities that are reasonably required to directly serve the structures and uses allowed under Section 4(A) and (J) hereof may be located on Protected Property.

H. Protection of Forest Landscape. Grantor shall not harvest or cut any of trees with the following exceptions:

- (1) to remove trees that are dead;
- (2) to remove trees that are substantially damaged or threatened by natural causes (*e.g.* – insect, disease, *etc.*) when it is necessary to maintain the ecological health of the affected forest community;
- (3) to remove trees that pose a significant and immediate hazard to life or property;
- (4) to cut, remove, or eradicate any plant which is recognized by state or federal natural resource authorities to be a non-indigenous species;
- (5) to cut and remove trees after obtaining Grantee’s prior written Approval, when necessary to perform other activities otherwise permitted by this Conservation Easement (*e.g.* – clearing a site for a permitted building).

Agricultural Activities and Structures. Grantor shall not undertake any agricultural or equestrian activities or uses.

I. Ponds and Wetland Impoundments. Grantor shall have the right to operate and maintain the current pond and impoundment on the Protected Property, which are more particularly described in the Baseline Report. This right shall include the right to remove trees and vegetation on and within the dam and impoundments.

J. Docks. Grantor shall have the right to remove, maintain and replace the current dock on the pond, which is more particularly described in the Baseline Report.

K. Open Fields and Fences. Grantor shall have the right to maintain the current fences on the Protected Property, which are more particularly described in the Baseline Report, and to add additional fencing, provided such additional fencing does not impair the Conservation Values of the Protected Property.

Grantor shall have the right to maintain current open fields on the Protected Property, which are more particularly described in the Baseline Report. Grantor shall not establish any additional open field sites.

M. Roads, Bridges, Trails, and Boardwalks. Grantor shall have the right to maintain the existing roads, bridges, and trails on the Protected Property, which are more particularly described in the Baseline Report. New roads, bridges, trails, and boardwalks may be constructed on

the Protected Property subject to compliance with all of the following conditions:

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

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

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

P. Participation in Certain Government Programs. For activities and uses that are expressly permitted by this Conservation Easement, Grantor shall have the right to participate in, and receive the benefits of, federal, state or local government programs relating to wetlands conservation or mitigation, stream bank mitigation, carbon

offsets or sequestration, greenhouse gas credits, plant and wildlife habitat enhancement, or other natural resource credits or initiatives.

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

R. Archaeological Artifacts and Features. Prior to disturbing archaeological features or commencing any archaeological digs on the Protected Property, Grantor shall give at least thirty days prior written notice to Grantee of such activities. Any archaeological site shall, upon completion of any disturbance or excavation, be returned to, or as close as possible to, its previous state, unless the site is to be maintained in an excavated condition for interpretive purposes related to education.

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

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

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

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

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

C. Right to Prevent Inconsistent Uses. To prevent Grantor and / or third parties from conducting any activity or use inconsistent with the Primary Purposes and terms of this Conservation Easement.

D. Right to Require Restoration. To require Grantor and/or third parties to restore such Conservation Values that may be damaged by any uses or activities prohibited by, or inconsistent with the Primary Purposes of, this Conservation Easement.

E. Right of Approval; Constructive Denial. For activities or uses that are expressly permitted by the terms of this Conservation Easement subject to Grantee's Approval, the Grantor's request for Approval shall be in writing and shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity or use in sufficient detail to permit the Grantee to make an informed determination regarding Approval or denial of the request. Such a request shall be delivered to the Grantee at least sixty (60) days prior to the anticipated start date of such activity or use. The Grantee agrees to use reasonable diligence to respond in writing to such a request within sixty (60) days of delivery of said request. Unless otherwise specified, Approval or denial shall be subject to Grantee's sole discretion and shall be based on whether the activity or use is consistent with the conservation purposes of this Conservation Easement. Approval for an activity or use may be granted with conditions. The Grantee's failure to respond to such a request within the sixty (60) day period shall be deemed a constructive denial of the request for Approval. Because a constructive denial is not a decision by the Grantee based on the merits of the Grantor's request, it is not final or binding on the Grantee and the Grantor can resubmit the same or similar request for Approval.

F. Right of Discretionary Consent. If, owing to unforeseen circumstances, any of the uses or activities prohibited under this Conservation Easement are deemed by both Grantor and Grantee to be necessary to maintain or enhance the Conservation Values, Grantee may,

in its sole discretion, give permission for such activities for a specified period of time, subject to such limitations as it deems necessary or desirable, and provided that:

- (1) The activities will not affect the qualification of this Conservation Easement as a "qualified conservation easement" under any applicable laws, including §§170(h) and 2031(c) of the Code or any provision of the S.C. Conservation Easement Act;
- (2) The activities will not adversely affect the tax exempt status of Grantee under any applicable laws, including §501(c)(3) of the Code and Treasury Regulations promulgated thereunder;
- (3) The activities will not adversely affect the Conservation Values of the Protected Property;
- (4) Neither the Grantee nor Grantor shall have the right or power to agree to any uses or activities that would result in the termination of this Conservation Easement; and
- (5) Grantee reserves the right to deny a request by Grantor for discretionary consent without liability.

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

6. Notice of Third Party Activities. Grantor shall keep Grantee reasonably informed as to activities being conducted on the Protected Property which are within the scope of this Conservation Easement and as to the identity of any third parties who are conducting or managing such activities (for example agricultural leasing). Grantor shall ensure that all third parties who are conducting activities relating to the Conservation Values and/or the permitted uses of the Protected Property are fully and properly informed as to the restrictions and covenants contained within this Conservation Easement which relate to such uses, including without limitation, the provisions of this Section and Sections 1 through 5.

7. Representation of Title. Grantor represents and warrants that he/she owns valid, fee simple absolute title to the Protected Property and has the right to grant and convey this Conservation Easement and that the Protected Property is free and clear of any and all encumbrances, except easements of record, prescriptive easements, and mortgages or liens that have been subordinated to this Conservation Easement.

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

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

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

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

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

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

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

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

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

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

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

All costs incurred by Grantee in enforcing this Conservation Easement against Grantor, including, without limitation, costs of suit and attorneys' fees, costs of Grantee's staff (measured at twice the amount of their salaries), and any costs of restoration necessitated by Grantor's violation of this Conservation Easement shall be borne solely by Grantor.

All costs incurred by Grantee in defending any claim, demand or lawsuit made or instituted by Grantor to modify or terminate this Conservation Easement, including, without limitation, court costs, costs of Grantee's staff (measured at twice the amount of their salaries), and attorneys' fees, shall be borne solely by Grantor.

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

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

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

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

12. Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Protected Property by competent authority. In the event Grantor fails to pay property taxes on time, Grantee shall have the right, but not the obligation, to pay such taxes and to receive from Grantor an immediate reimbursement of the amount of its payment and if such reimbursement is not made, to file a lien against the Protected Property,

which lien shall be subordinate to this Conservation Easement. Any such lien may be enforced and/or foreclosed in accordance with the laws of the State of South Carolina.

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

14. Hold Harmless. Grantor agrees to release, hold harmless, defend and indemnify the Grantee and its members, officers, directors, employees, agents and contractors and their respective heirs, successors and assigns (the "Indemnified Parties") from and against any and all liabilities including, but not limited to, injury, losses, damages, judgments, penalties costs, expenses and fees (including reasonable attorney's fees), causes of action, claims, demands or judgments arising from or in any way connected to any injury, including death, to any person or physical damage to any part of the Protected Property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Protected Property, regardless of cause, unless due to the gross negligence or willful act of any of the Indemnified Parties.

15. Fair Market Value of Conservation Easement. This Conservation Easement constitutes a real property interest immediately vested in Grantee, which the parties stipulate to have a fair market value determined by multiplying the fair market value of the Protected Property unencumbered by the Conservation Easement by the ratio of the value of the Conservation Easement at the time of this grant to the value of the Protected Property, without deduction for the value of the Conservation Easement, at the time of this grant. The values at the time of this grant shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Internal Revenue Code, as amended. For the purposes of this provision, the ratio of the value of the Conservation Easement to the value of the Protected Property unencumbered by the Conservation Easement is ___ percent (##%).

16. Condemnation. If all or any part of the Protected Property is taken through the exercise or threat of exercise, of eminent domain, Grantor and Grantee shall each take appropriate actions at the time of such taking to recover the full value of the taking and all direct and incidental damages resulting from the taking. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from the condemnation or involuntary conversion of all or any portion of the Protected Property shall be determined, unless otherwise provided by

South Carolina law at the time, in accordance with Section 15 of this Conservation Easement. Grantee shall use all proceeds that it receives in a manner consistent with the Primary Purposes of this Conservation Easement. Grantor and Grantee may consent to condemnation to avoid unnecessary costs of judicial proceedings, provided that the Primary Purposes are upheld to the maximum extent possible, and also provided that the proceeds from any condemnation are distributed pursuant to this Section 16.

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

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

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

19. Transfer Fee. There shall be assessed by Grantee a transfer fee equal to one percent of the sales price or other consideration paid in connection with the sale or transfer of any interest in the Protected

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

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

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

Any transfer subsequent to the conveyance of this Easement: a) without consideration, b) to a spouse, a lineal descendant, a spouse of a lineal descendent of Grantor (collectively, "Immediate Family Members"), c) to an entity at least 50% of the equity interest of which is owned by Grantor or an Immediate Family Member, d) to a trust whose presumptive beneficiaries are Grantor or an Immediate Family Member, or e) to a charitable organization which is tax exempt under 501(c)(3), shall be exempt from the assessment of such transfer fee. If Grantor is a corporation, limited liability company, partnerships or other entity, it shall notify Grantee upon transfer of shares, membership, or other ownership interests in Grantor.

An exchange of properties pursuant to Section 1031 of the Internal Revenue Code, or similar statute, shall be deemed to be for consideration based on the market value of the property received at the time of such transfer. Market value shall be determined by agreement of Grantor and Grantee, or in the absence of such agreement by an MAI appraiser selected by Grantee, whose appraisal fee shall be paid by Grantee.

20. Limitations on Amendment. If Grantor desires to add real property subject to the restrictions set forth in this Conservation Easement to the Protected Property, or if unforeseen circumstances arise under which an amendment to this Conservation Easement would be necessary to maintain or enhance the Conservation Values through the clarification of ambiguities created by the unforeseen circumstances, Grantor and

Grantee may amend this Conservation Easement by a mutually acceptable written agreement, provided that the amendment:

- A. shall be consistent with the Primary Purposes of this Conservation Easement, as set forth in Section 1 hereof;
- B. shall not impair the Conservation Values of the Protected Property;
- C. shall not adversely affect the eligibility of this Conservation Easement as a “qualified conservation easement” under any applicable laws, including Section 170(h) and 2031(c) of the Code; and
- D. shall not adversely affect the status of Grantee as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code or as a qualified organization under Section 170(h)(3) of the Code.

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

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

22. Notice. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other

party shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: Geary Hughes and Dorothy Heger
875 Nimmons Bridge Road
Salem, South Carolina 29676

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

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

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

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

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

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

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

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

29. Counterparts. The parties may execute this Conservation Easement in two or more counterparts, which shall, in the aggregate, be

signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

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

{Signature pages follow}

EXHIBIT 1

Legal description of Property

EXHIBIT 2

Residential Pin Locations and Building Envelope Areas

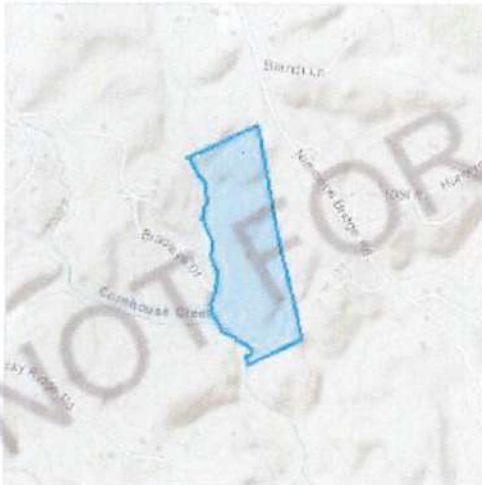
IPaC resource list

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

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

Location

Oconee County, South Carolina



Local office

South Carolina Ecological Services

☎ (843) 727-4707

🏠 (843) 727-4218

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

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

Endangered species

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

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

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

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

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

Listed species¹ and their critical habitats are managed by the [Ecological Services Program](#) of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries²).

Species and critical habitats under the sole responsibility of NOAA Fisheries are **not** shown on this list. Please contact [NOAA Fisheries](#) for [species under their jurisdiction](#).

1. Species listed under the [Endangered Species Act](#) are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the [listing status page](#) for more information. IPaC only shows species that are regulated by USFWS (see FAQ).
2. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

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

Mammals

NAME

STATUS

Northern Long-eared Bat *Myotis septentrionalis* Threatened

Wherever found

No critical habitat has been designated for this species.

<https://ecos.fws.gov/ecp/species/9045>

Flowering Plants

NAME

STATUS

Persistent Trillium *Trillium persistens*

Endangered

Wherever found

No critical habitat has been designated for this species.

<https://ecos.fws.gov/ecp/species/3583>

Small Whorled Pogonia *Isotria medeoloides*

Threatened

Wherever found

No critical habitat has been designated for this species.

<https://ecos.fws.gov/ecp/species/1890>

Smooth Coneflower *Echinacea laevigata*

Endangered

Wherever found

No critical habitat has been designated for this species.

<https://ecos.fws.gov/ecp/species/3473>

Critical habitats

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

THERE ARE NO CRITICAL HABITATS AT THIS LOCATION.

Migratory birds

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

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

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

Additional information can be found using the following links:

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

The birds listed below are birds of particular concern either because they occur on the [USFWS Birds of Conservation Concern](#) (BCC) list or warrant special attention in your project location. To learn more about the levels of concern for birds on your list and how this list is generated, see the [FAQ below](#). This is not a list of every bird you may find in this location, nor a guarantee that every bird on this list will be found in your project area. To see exact locations of where birders and the general public have sighted birds in and around your project area, visit the [E-bird data mapping tool](#) (Tip: enter your location, desired date range and a species on your list). For projects that occur off the Atlantic Coast, additional maps and models detailing the relative occurrence and abundance of bird species on your list are available. Links to additional information about Atlantic Coast birds, and other important information about your migratory bird list, including how to properly interpret and use your migratory bird report, can be found [below](#).

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

NAME	BREEDING SEASON (IF A BREEDING SEASON IS INDICATED FOR A BIRD ON YOUR LIST, THE BIRD MAY BREED IN YOUR PROJECT AREA SOMETIME WITHIN THE TIMEFRAME SPECIFIED, WHICH IS A VERY LIBERAL ESTIMATE OF THE DATES INSIDE WHICH THE BIRD BREEDS ACROSS ITS ENTIRE RANGE. "BREEDS ELSEWHERE" INDICATES THAT THE BIRD DOES NOT LIKELY BREED IN YOUR PROJECT AREA.)
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Red-headed Woodpecker *Melanerpes erythrocephalus*
 This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Breeds May 10 to Sep 10

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read and understand the [FAQ](#)

"Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

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

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

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

Breeding Season (■)

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

Survey Effort (|)

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

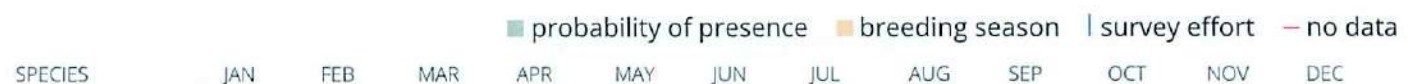
To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (—)

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

Survey Timeframe

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.



Red-headed
Woodpecker
BCC Rangewide
(CON) (This is a
Bird of
Conservation
Concern (BCC)
throughout its
range in the
continental USA
and Alaska.)



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

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

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

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

The migratory bird list generated for your project is derived from data provided by the [Avian Knowledge Network \(AKN\)](#). The AKN data is based on a growing collection of [survey, banding, and citizen science datasets](#) and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle ([Eagle Act](#) requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

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

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

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

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

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

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

What are the levels of concern for migratory birds?

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

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

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

Details about birds that are potentially affected by offshore projects

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

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

What if I have eagles on my list?

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

Proper Interpretation and Use of Your Migratory Bird Report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated, and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please also look carefully at the survey effort (indicated by the black vertical bar) and for the existence of the "no data" indicator (a red horizontal bar). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list helps you know what to look for to confirm presence, and helps guide you in knowing when to implement conservation measures to avoid or minimize potential impacts from your project activities, should presence be confirmed. To learn more about conservation measures, visit the FAQ "Tell me about conservation measures I can implement to avoid or minimize impacts to migratory birds" at the bottom of your migratory bird trust resources page.

Facilities

National Wildlife Refuge lands

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

THERE ARE NO REFUGE LANDS AT THIS LOCATION.

Fish hatcheries

THERE ARE NO FISH HATCHERIES AT THIS LOCATION.

Wetlands in the National Wetlands Inventory

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

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

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

This location overlaps the following wetlands:

FRESHWATER FORESTED/SHRUB WETLAND

[PFO1A](#)

FRESHWATER POND

[PUBHh](#)

RIVERINE

[R5UBH](#)

A full description for each wetland code can be found at the [National Wetlands Inventory website](#)

Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error

is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

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

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

Data exclusions

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

Data precautions

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

JWI: PFO1A

Type: Freshwater Forested/Shrub Wetland

Size: 0.977 acres

- P** **System Palustrine** : The Palustrine System includes all nontidal wetlands dominated by trees, shrubs, persistent emergents, emergent mosses or lichens, and all such wetlands that occur in tidal areas where salinity due to ocean-derived salts is below 0.5 ppt. It also includes wetlands lacking such vegetation, but with all of the following four characteristics: (1) area less than 8 ha (20 acres); (2) active wave-formed or bedrock shoreline features lacking; (3) water depth in the deepest part of basin less than 2.5 m (8.2 ft) at low water; and (4) salinity due to ocean-derived salts less than 0.5 ppt.
- FO** **Class Forested** : Characterized by woody vegetation that is 6 m tall or taller.
- 1** **Subclass Broad-Leaved Deciduous** : Woody angiosperms (trees or shrubs) with relatively wide, flat leaves that are shed during the cold or dry season; e.g., black ash (*Fraxinus nigra*).
- A** **Class Temporary Flooded** : Surface water is present for brief periods (from a few days to a few weeks) during the growing season, but the water table usually lies well below the ground surface for the most of the season.




Taychoedah - Hydrographic Map



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



Legend

-  Taychoedah tract 42.02 acres
-  Rivers and Streams
-  Lakes, Ponds, etc.

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



Geographical Distribution of *Shortia galacifolia* in Oconee and Pickens Counties, South Carolina

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Abstract

Shortia galacifolia is an evergreen ground species endemic to the mountain regions of Georgia and North and South Carolina. The species is classified as endangered, and its habitat has been severely impacted by hydroelectric development. The study reviews the known stations of the species, evaluates human impacts on its distribution, and reports the results of surveys undertaken by the authors to locate new stations.

Introduction

In 1787 Andre Michaux collected the first specimen of *Shortia galacifolia* (Fig. 1) at the confluence of the Horsepasture and Toxaway rivers in South Carolina. The specimen was later identified by Asa Gray and named in honor of his friend and colleague, Charles W. Short of Kentucky. Since Gray's rediscovery, *Shortia*'s distribution has been of interest to botanists. Today *Shortia* is considered to be endangered and has been placed on the United States Department of Interior, Fish and Wildlife Service's list of endangered and threatened species. The habitat of *Shortia* has been heavily impacted by agriculture and construction, and many of its stations have been lost. Because of the severity of these impacts and the need to update distribution data on *Shortia*, the following study was undertaken. The objectives of the study are to determine the distribution of *Shortia galacifolia* in Pickens and Oconee counties, South Carolina, and to assess human impacts on its distribution.

Methodology

The study was initiated by reviewing distribution reports and studying herbarium records. The investigations of other researchers, such as Crandall (1956), Davies (1955), Duncan et al. (1950), and Prince (1947), were reviewed. On the basis of this information a map was prepared illustrating the known distribution of *Shortia*.

The second phase of the study concerned the identification of human impacts on the distribution of *Shortia*. Analysis indicated that the hydroelectric developments of Lake Keowee and Lake Jocassee were the most destructive impacts on the habitat of the species. Lake Keowee is an 18,372 acre impoundment on the Keowee River, and Lake Jocassee is a 7,565 acre impoundment on the White-water, Horsepasture, and Toxaway rivers. The area covered by these impoundments was evaluated in terms of the known stations of *Shortia* and was cartographically plotted.

¹ B. Allen Dunn is Associate Professor and Steven M. Jones is Research Forester.



FIG. 1. *Shortia galacifolia*.

The final phase of the study concerned a field reconnaissance conducted from March 1976 to February 1977 of those portions of Oconee and Pickens counties where *Shortia* habitat exists. At the completion of the reconnaissance, located stations were plotted on a map. This map illustrates the newly found stations, as well as the location of known stations, and the area inundated by Lakes Keowee and Jocassee.

Known Stations

A summary is given below of the location of known *Shortia* stations for Oconee and Pickens counties from the work of previous investigators and herbarium

records. P. A. Davies (1955) reported on the distribution of *Shortia* and summarized the location of known stations as follows: In 1886 C. S. Sargent and his guide, F. E. Boynton of Highlands, North Carolina, located a *Shortia* station near the confluence of the Horsepasture and Toxaway rivers in Oconee County. Boynton returned to the area a month later and found large quantities of the species on Bearcamp Creek. In 1889 Boynton located large quantities of *Shortia* at the junction of the Whitewater River and Devils Fork Creek and in the lower Jocassee Valley. In early 1890, T. G. Harbison found large quantities of *Shortia* on the Horsepasture River between its junction with the Toxaway River and Bearcamp Creek.

While investigating herbarium records to be used as a basis for identifying the distribution of *Shortia*, C. F. Jenkins found that specimens had been collected along the banks of the Whitewater River, in the Jocassee Valley, and northwest of Salem. W. C. Coker prepared a distribution map of *Shortia* and listed two locations on the east side of the Keowee River below the entrance of Big Eastatoe Creek in Pickens County and four stations above the entrance of Big Eastatoe Creek, sixteen stations on the upper source of Little River, and several stations along the Whitewater River in Oconee County.

In 1911 A. B. Massey located a station of the Keowee River below the entrance of Little River. C. F. Moore and B. C. Olney located a station near the mouth of Laurel Fork Creek, and stations on the Keowee and Whitewater rivers. In 1944 A. E. Prince, J. A. Berly, and O. L. Cartwright identified a station in the area where Devils Fork Creek enters the Whitewater River, and Prince found stations above the confluence of the Whitewater and Toxaway rivers. A. R. Morgan located a station above the junction of Whitewater and Thompson rivers. A station was found by W. H. Duncan along a tributary of the Middle Fork Creek in Oconee County.

Davies (1955) conducted an extensive search for *Shortia* and found stations from the confluence of the Thompson and Whitewater rivers to the North Carolina state boundary; along Wright and Devils Fork creeks; in the tributary streams along Little, Toxaway, and Horsepasture rivers; along Bearcamp, Mill, and Laurel Fork creeks and Jackies Branch; at the mouth of Cobb Creek; and along Bear Creek.

In May 1946 A. E. Prince (1947) reported a station on a road along the Whitewater River near Jocassee and a station at the confluence of the Whitewater and Toxaway rivers. In maps prepared by C. F. Moore (1977), stations were located along the Keowee, Whitewater, Toxaway, and Horsepasture rivers; Cane, Devils Fork, Devils Hole, Laurel Fork, Cobb, Mill, Coley, Wright, and Bearcamp creeks; and Dammo and Jackies branches. Moore also reported a station on a dry ridge between Wright and Mill creeks at an elevation of approximately 1,700 feet. The herbarium records of Furman University contain three specimens which were collected on the Whitewater River two miles west of Jocassee, on Devils Fork Creek one mile west of its confluence with the Whitewater River, and on the Horsepasture River. The University of Georgia's herbarium contains specimens collected in a woody ravine near Jocassee, on a tributary of Middle Fork Creek approximately four miles from Salem, on the Whitewater River near Jocassee, and one mile west of the confluence of Devils Fork Creek at the Whitewater River (Coile, 1976). The herbarium of the University of North Carolina

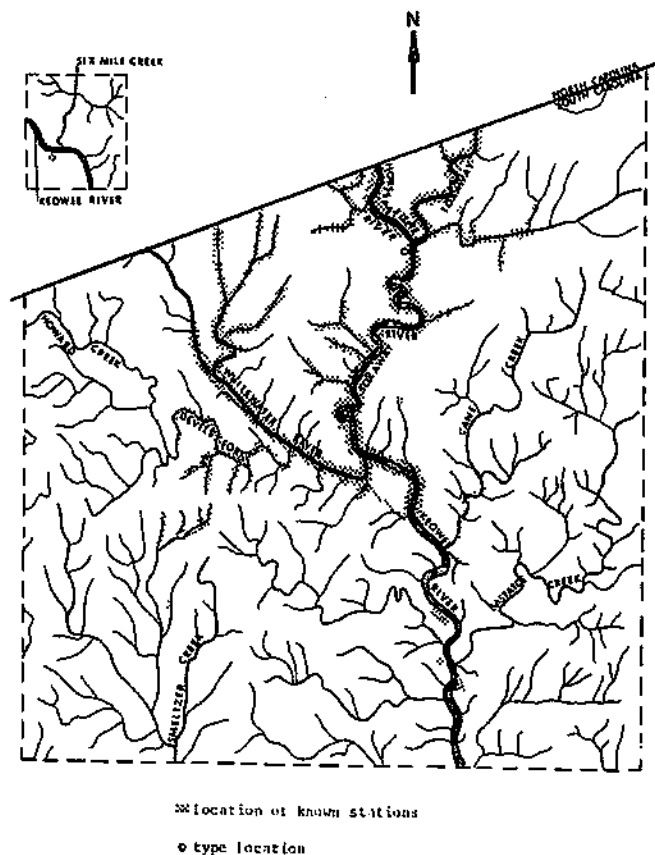


FIG. 2. Known distribution of *Shortia galacifolia* in Oconee and Pickens counties prior to 1970.

contains four stations along the Whitewater River; two stations on the lower Devils Fork Creek; a station near the confluence of Whitewater and Thompson rivers, on the north side of Wright's Creek, and along a small stream between ridges and about one-half mile behind Smeltzer Schoolhouse near Salem (Massey, 1977). Clemson University's herbarium contains a specimen collected on the Whitewater River. Records from the University of South Carolina's herbarium show three specimens collected from Jocassee in Oconee County (Aulbach, 1977). The South Carolina Wildlife and Marine Resources Department maintains a file on the location of endangered plants. Their files contain five locations for *Shortia*, all of which have been previously mentioned (Kohlsaat, 1976).

The known stations of *Shortia* have been cartographically plotted (Fig. 2), illustrating the known distribution of the species in Oconee and Pickens counties prior to 1970. Over the years extensive searches for *Shortia* have been conducted: Asa Gray and his colleagues searched 38 years without locating it. Their search generated great interest in the species, and further interest increased in 1877 when G. M. Hyams discovered a station on the Catawba River in North Carolina which was too small to meet the demands of scientists.

Habitat Impacts

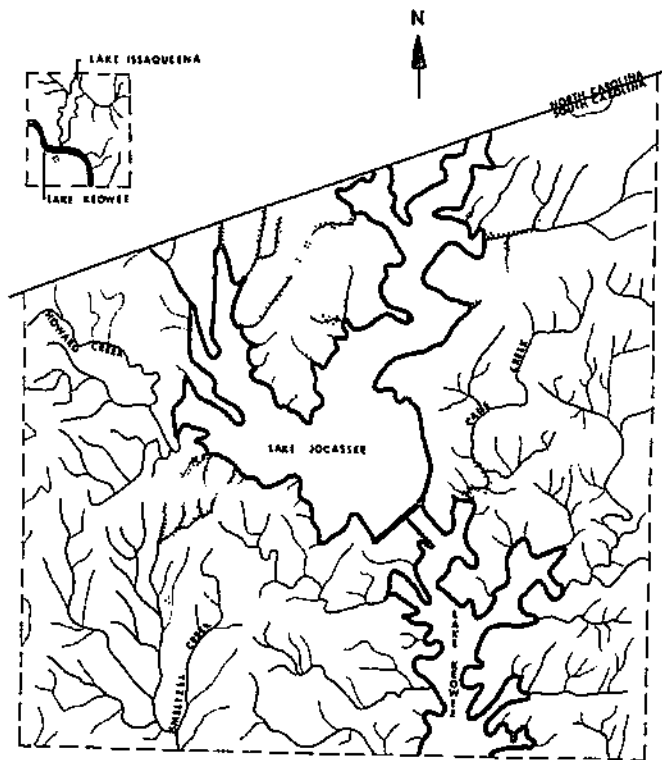
The primary impact to the habitat of *Shortia galacifolia* has been road construction, cultivation, grazing, and hydroelectric development. All of these impacts have affected the overall abundance of the species, but none has been as extensive as hydroelectric development. The construction of Lakes Keowee and Jocassee has impacted more stations than any other single factor. This has occurred because of the habitat characteristics of *Shortia* which are mesic lower slopes of northerly aspect, ravines, and along stream banks in deep, moist, acid loam soils where shade is predominant. Stations have been reported where the species was growing on dry hillsides, but these are rare. One known station is located on a high ridge between Wright and Mill creeks in Oconee County. The habitat characteristics of *Shortia* make it extremely vulnerable to inundation projects.

Lakes Keowee and Jocassee are reservoirs built by Duke Power Company. Lake Keowee initially reached normal pool level in 1970; the lake has a shoreline of 300 miles and occupies an area of 18,372 acres. The lake inundated the Keowee River from a point one-half mile north of Highway 183 to the Jocassee Dam. It inundated the lower portions of Kelly, Mile, Crow, Fall, Little Cedar, Cedar, Boones, Eastatoe, McKinneys, and Cane creeks; Whetner, Caney, and Betty branches; and numerous other unnamed streams. The lake also inundated a portion of the Little River from South Carolina Highway 130 to a point one-fourth mile below the confluence of Stamp Creek and Davis Branch. This section of the lake inundated portions of Cane, Crooked, Dodgens, Von Hollen, Big, Whetstone, Stamp, and Cornhouse creeks; Frenge, Barkshed, Neal, Long, Wilson, and Beamon branches; and numerous other unnamed streams.

Lake Jocassee was filled in 1971, and it covers 7,565 acres. The lake inundated the upper portion of the Keowee River and the lower portion of the Toxaway, Whitewater, Horsepasture, and Thompson rivers. The lake also inundated portions of Bad, Devils Fork, Coley, Wright, Devils Hole, Laurel Fork, Mill, Bearcamp, Bear, Cobb, Rock, and Toxaway creeks; Jackies Branch; and numerous other unnamed streams.

Shortia has been found between the elevations of 600 and 1,700 feet, and the elevations of Lakes Keowee and Jocassee are 800 and 1,100 feet, respectively. These lakes were built in *Shortia*'s center of distribution, and have inundated many previously known stations.

In order to evaluate the amount of *Shortia* lost because of inundation by Lakes Keowee and Jocassee, mileage estimates of stream course length were made by using USGS topological 7½-minute quadrangle maps and a Hamilton Map Measurer. The evaluation showed that 43.5 miles of *Shortia* stream bank habitat was known to exist in Oconee and Pickens counties before 1970. After completion of



Location of known stations

FIG. 3. Impact of Lakes Keowee and Jocassee on the previously known distribution of *Shortia galacifolia*.

the hydroelectric projects, 16 miles remained; this was a 63 per cent habitat reduction. Reconnaissance located an additional 12 miles of *Shortia* habitat along stream courses. Based upon present knowledge, this indicates a loss of approximately 50 per cent. This estimate is conservative because it does not allow for abundance. Past investigations have reported the greatest abundance of *Shortia* in the now inundated Jocassee Valley. In all probability, the amount of the species lost to date in these two counties is between 55 and 65 per cent.

Fig. 3 illustrates the areas inundated by Lakes Keowee and Jocassee. The Jocassee Valley, the type locality of the species (Davies, 1955), was one of the

most significant areas inundated. This map shows the stations that have been lost, and the major impact the lakes have had on the previously known distribution of *Shortia*.

Present Distribution

In order to more accurately determine *Shortia*'s present distribution, many of the previously recorded stations were located again. The southernmost is the Massey station on the south side of the Keowee River below the entrance of Little River. Due to inundation, *Shortia*'s abundance had been reduced from six patches, as described by Wade in 1952 (Davies, 1955), to two 2' x 6' patches growing ten feet apart at an elevation of 680 feet. The patch is growing within a spring seepage on a windthrown yellow-poplar (*Liriodendron tulipifera*) root system only ten feet from Lake Hartwell. The immediate area has been heavily disturbed, but is only 20 feet from a relatively undisturbed hemlock (*Tsuga canadensis*), beech (*Fagus grandifolia*), and rhododendron (*Rhododendron maximum*) community. Plants were small but healthy, and several new individuals were observed.

Another southerly station was relocated about one-quarter mile behind Smeltzer's Schoolhouse on Smeltzer Creek. The healthy and expanding 3' x 6' patch was growing at the foot of a slope on a sandy bank of the creek at an elevation of 980 feet. Doghobble (*Leucothoe axillaris*) was an associate in the heavily disturbed hardwood stand.

Davies' (1955) description of "many scattered patches on the middle and eastern sources of Little River" was too general. Therefore, these streams as well as western sources were searched. Some of the locations were undoubtedly visited by Davies while others are new stations. *Shortia* was found in abundance on all middle and eastern tributaries above 1,000 feet; however, none was found on the western tributaries. A previously recorded station four miles northwest of Salem represents the westernmost station in South Carolina, but it could not be relocated. In the upper sections of these tributaries where ravines are deep and narrow with steep, well-protected lower slopes, *Shortia* is associated with hemlock, white pine (*Pinus strobus*), and rhododendron. In the lower sections, below 1,100 feet, where flood plains are much wider and slopes more exposed, *Shortia* may be found growing in the alluvial flats under a hardwood overstory and in association with mountain laurel (*Kalmia latifolia*) and doghobble.

The Whitewater and Thompson rivers were searched from Lake Jocassee to the North Carolina state boundary; however, no *Shortia* was found. The great abundance of *Shortia* that existed along these rivers was lost when the Jocassee basin was inundated. *Shortia* was not found on the remaining small section of Bearcamp Creek between Lake Jocassee and the North Carolina state boundary. On the remaining portion of Bad, Devils Hole, and Laurel Fork creeks, the stations observed by Davies (1955) still exist. It is reasonable to assume that *Shortia* is still present, as reported by Davies, on sections of numerous streams which have escaped inundation in the Jocassee Valley.

A new station, where *Shortia* was most abundant, was located on lower Howard Creek. J. J. Sevic of Duke Power Company showed the authors a patch nearly one-half acre in size. Additional searches found several acres of *Shortia* in nearly continuous large patches from above the entrance of Lodgepole Creek

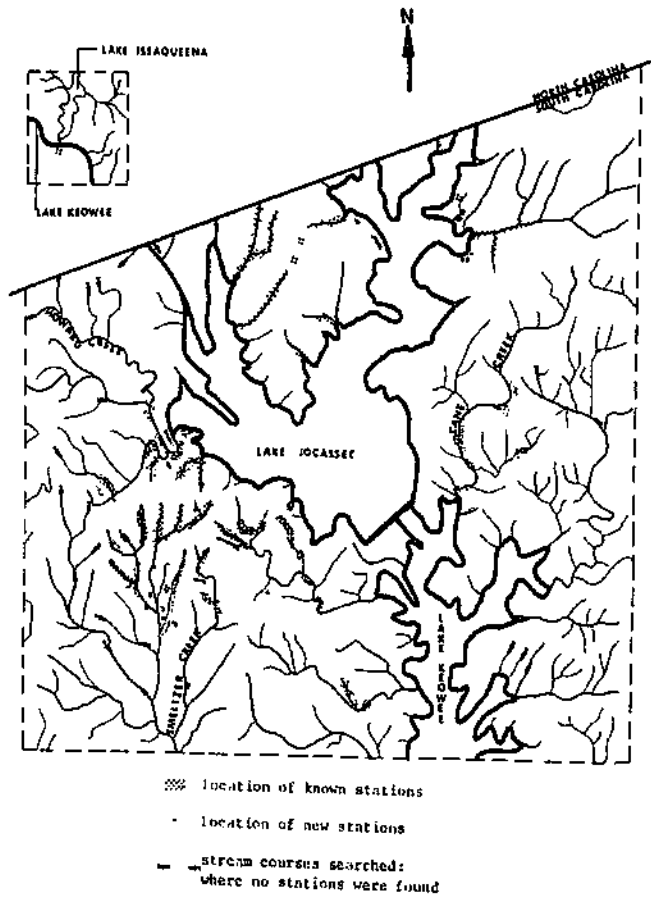


FIG. 4. Newly located stations of *Shortia galacifolia*, previously known stations, and the area inundated by Lakes Keowee and Jocassee.

to Lake Jocassee and on Corbin Creek. The stations in Boones, McKinneys, and upper Cane Creek drainages were of special interest since they were the first stations located in these areas.

In many instances, *Shortia*'s response to human and natural impacts was observed. Along a western tributary of Burgess Creek *Shortia* was abundant immediately above and below a heavily grazed pasture, but was absent along the stream within the pasture.

Davies (1955) states that plants found in the most favorable habitats have large leaves with long petioles. In the authors' search, the largest individuals were seen on Bad Creek in an area which was heavily logged approximately eight years ago. One leaf measured 9.8 centimeters wide by 9.3 centimeters long, with a petiole of 15.0 centimeters; this specimen was larger than described by Radford et al. (1964). In spite of the heavy disturbance, *Shortia* was abundant and vigorous.

Heavy wind damage in 1974 on the upper sources of Burgess Creek apparently has not adversely affected the *Shortia* population. However, leaves which were exposed to full sunlight had a reddish color.

It is interesting to note that, although suitable conditions are present, *Shortia* has never been reported in the nearby Cheochee Creek drainage. Reconnaissance in these areas during the study failed to locate any new stations. A similar situation exists in the east. *Shortia* has never been found on the tributaries of the Eastatoe River, although the western sources of the river are less than two miles from stations on Laurel Fork Creek. Fig. 4 illustrates the newly located stations for *Shortia*, as well as previously known stations and the area inundated by Lakes Keowee and Jocassee.

Efforts to relocate the source of a reported Greenville County station (Radford et al., 1964) from herbaria records were not successful. Personal communication with A. E. Radford and C. R. Bell (1977) also failed to locate the source of this station. Despite extensive searching, C. L. Rogers (1976) of Furman University has never seen *Shortia* in Greenville County. C. F. Moore (1977) showed the authors the location of a Greenville County station; however, after examination of the station, in concurrence with Moore, we concluded that the station is probably a planting.

Shortia has been reported as occurring along the Chattooga River by Dumond (1970). However, an inquiry with the U.S. Forest Service at the Stumphouse Ranger Station on the Sumter National Forest revealed the Chattooga River population was planted by Forest Service personnel.

Conclusion

Shortia galacifolia is an evergreen ground species that is endemic to the mountain regions of Georgia, North Carolina, and South Carolina. The species has a limited distribution in this area and is found in colonies growing along stream banks and in well-shaded, moist coves. It primarily spreads by stolons and flowers in March and April. The center of distribution for the species appears to be in the area of the confluence of the Horsepasture and Toxaway rivers, with its greatest abundance being found in the Jocassee Valley. The range of the species extends from below the confluence of the Little and Keowee rivers in the south: to Reed Creek in Rabun County, Georgia in the west; to Swain and Burke counties, North Carolina in the north; and into Laurel Fork Creek in Pickens County, South Carolina in the east.

Many previously identified stations of *Shortia* have been inundated by Lakes Keowee and Jocassee, and one of the most important habitat areas lost has been the Jocassee Valley. The amount of *Shortia* inundated is estimated to be 60 per cent. Another area of interest that has been inundated is the confluence of the

Horsepasture and Toxaway rivers, for it is believed it was here Andre Michaux collected the type specimen of *Shortia galacifolia* in 1787.

In compliance with the Endangered Species Act of 1973, the Secretary of the Smithsonian Institution formulated a list of plant species that were threatened and endangered. *Shortia* was given the status of endangered, and this status has been confirmed by the United States Department of Interior, Fish and Wildlife Service which has the federal mandate for administering the endangered species program. Since *Shortia* is an endangered species, it is imperative that the distribution of the species be thoroughly understood and monitored. For one of the foundations upon which a program of habitat management is based is the distribution characteristics of a species.

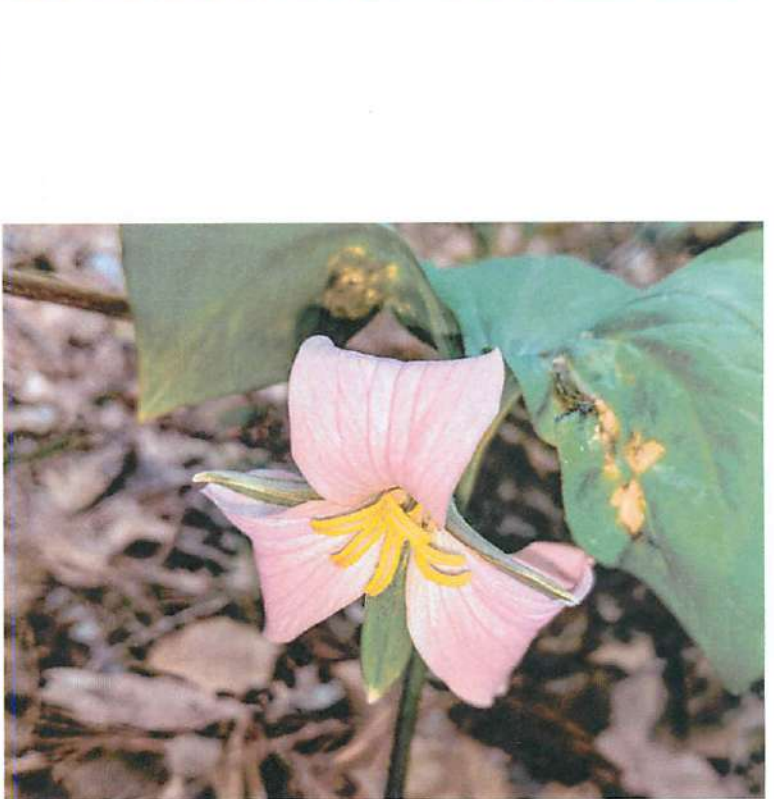
ACKNOWLEDGMENT

Illustration and map preparation by G. J. Woodward, former student, Department of Forestry, Clemson University.

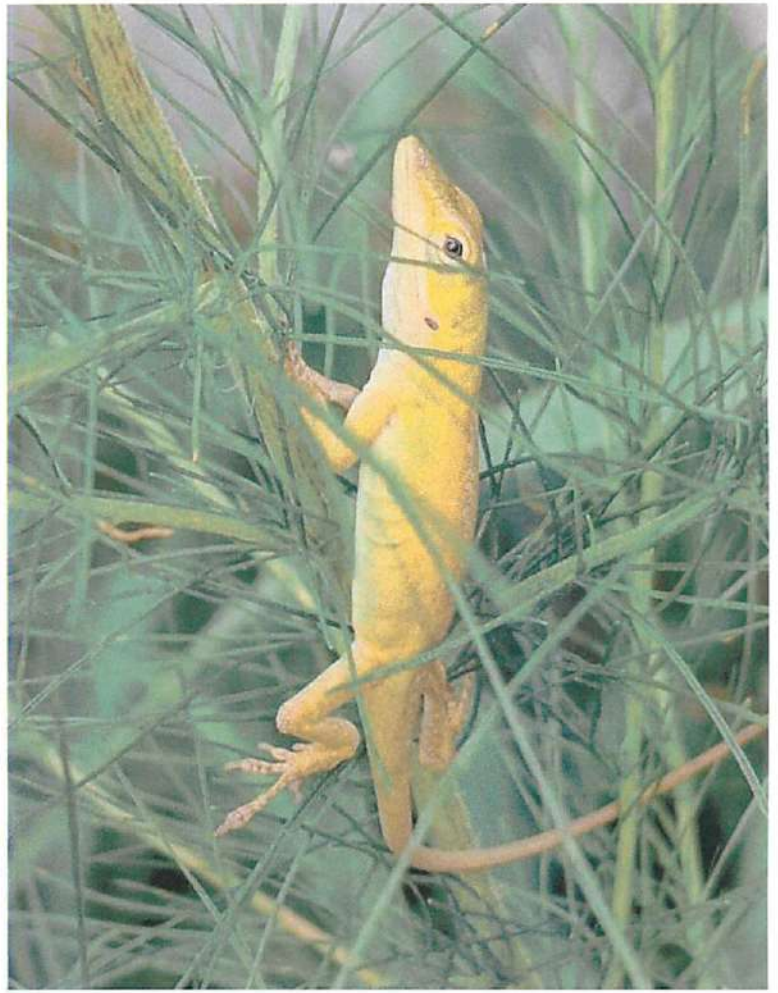
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Received November 28, 1978

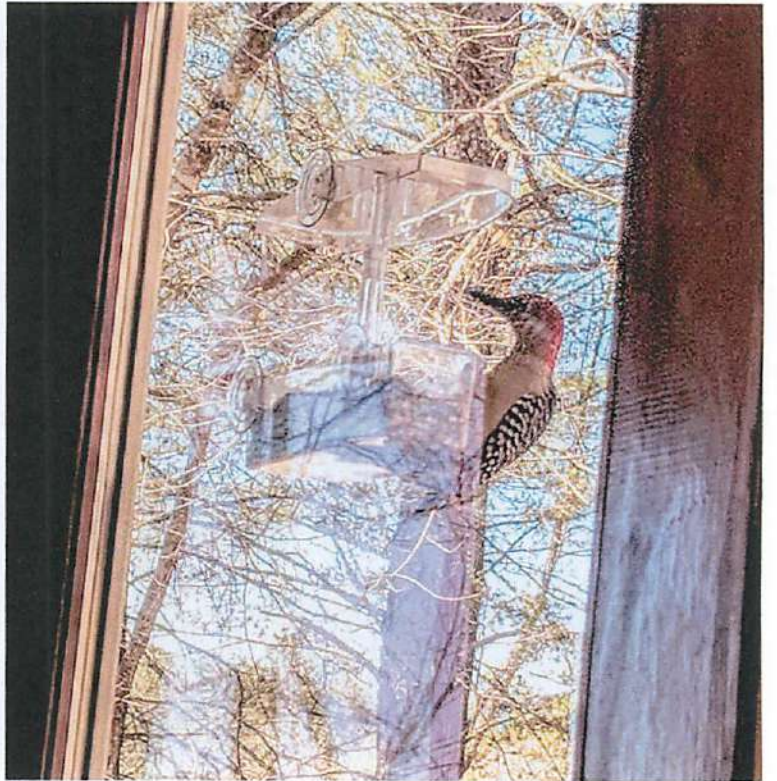
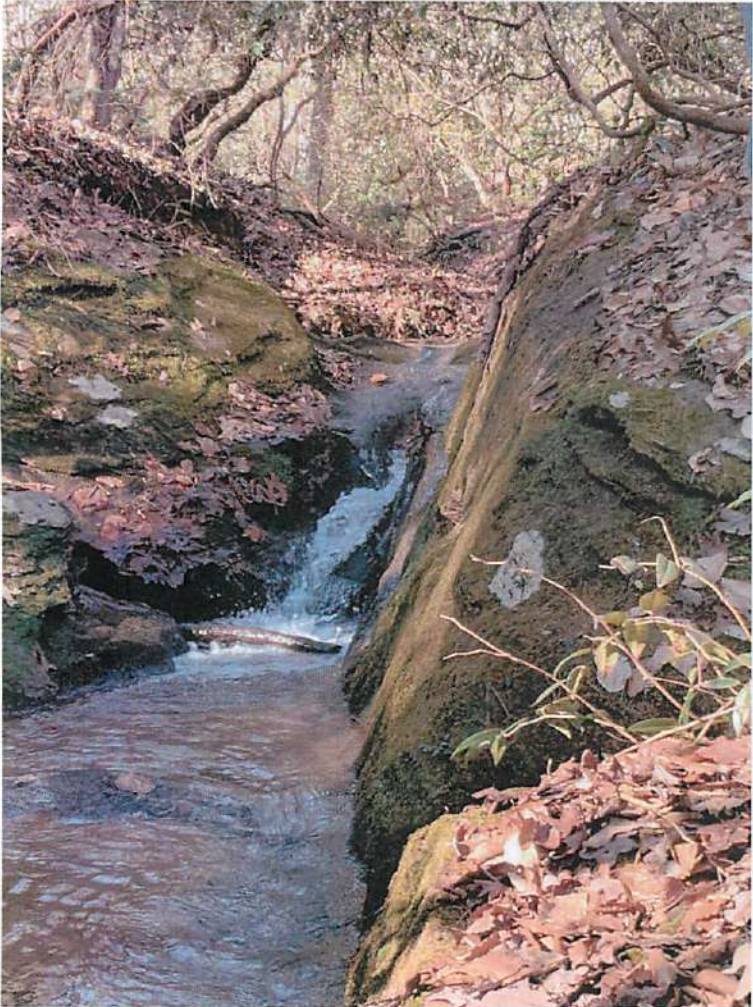


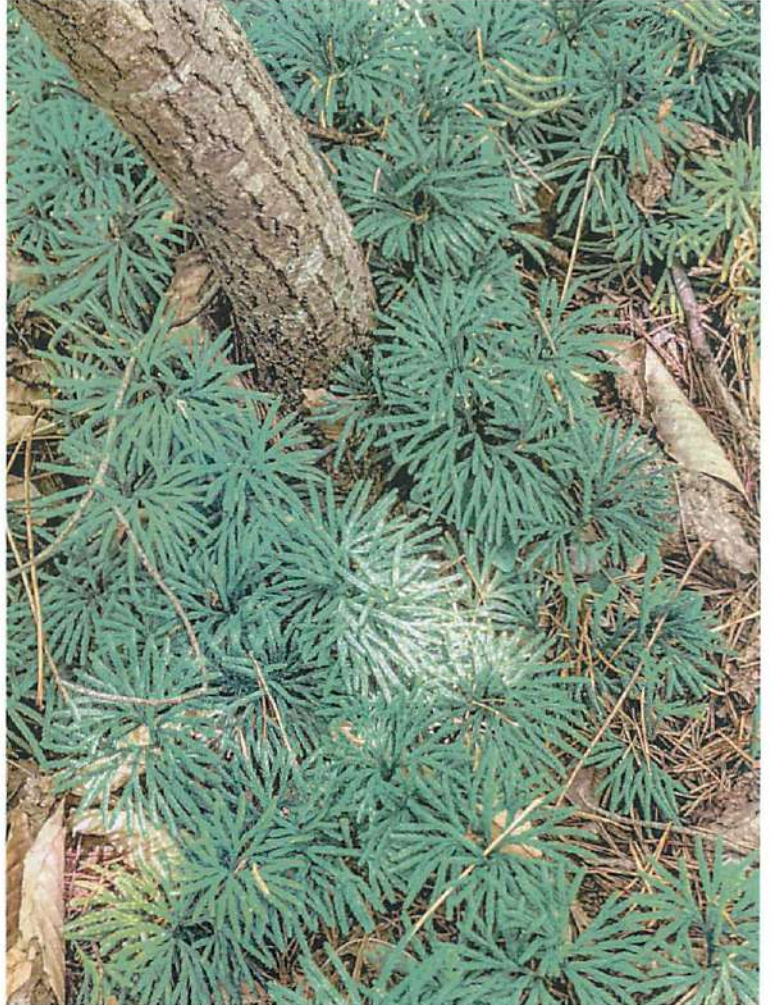




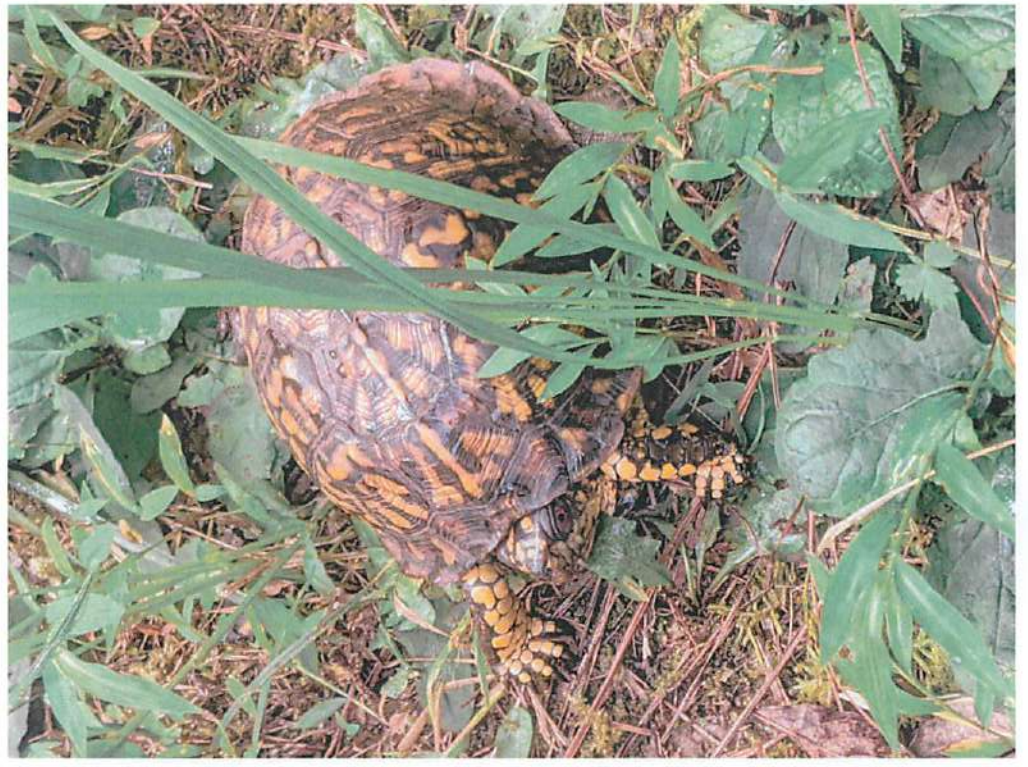




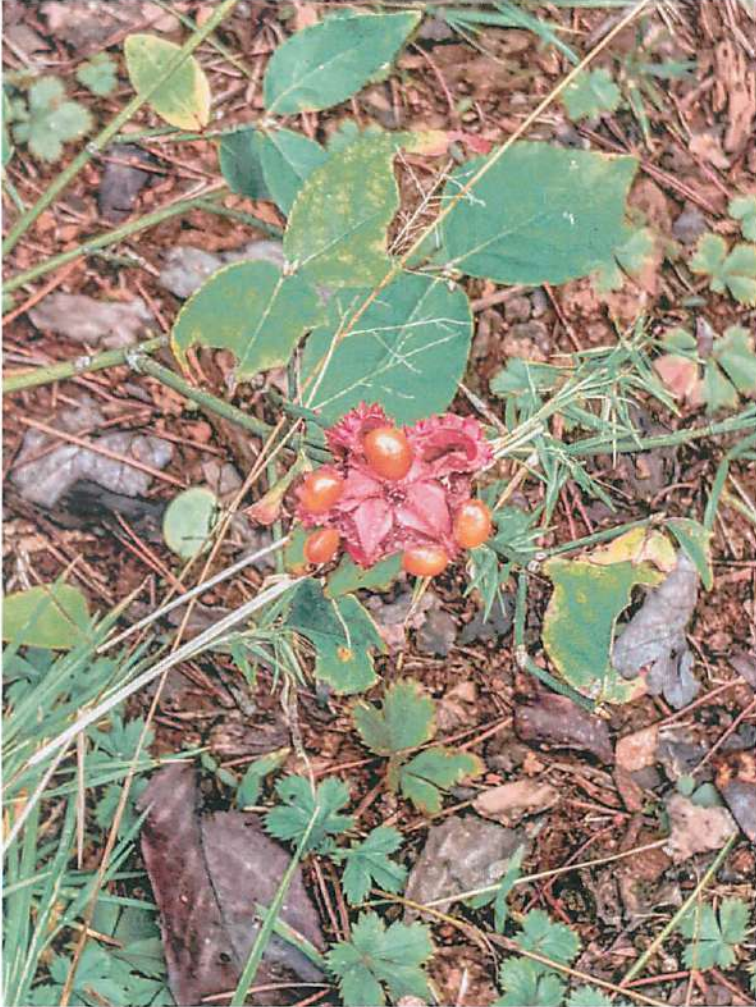
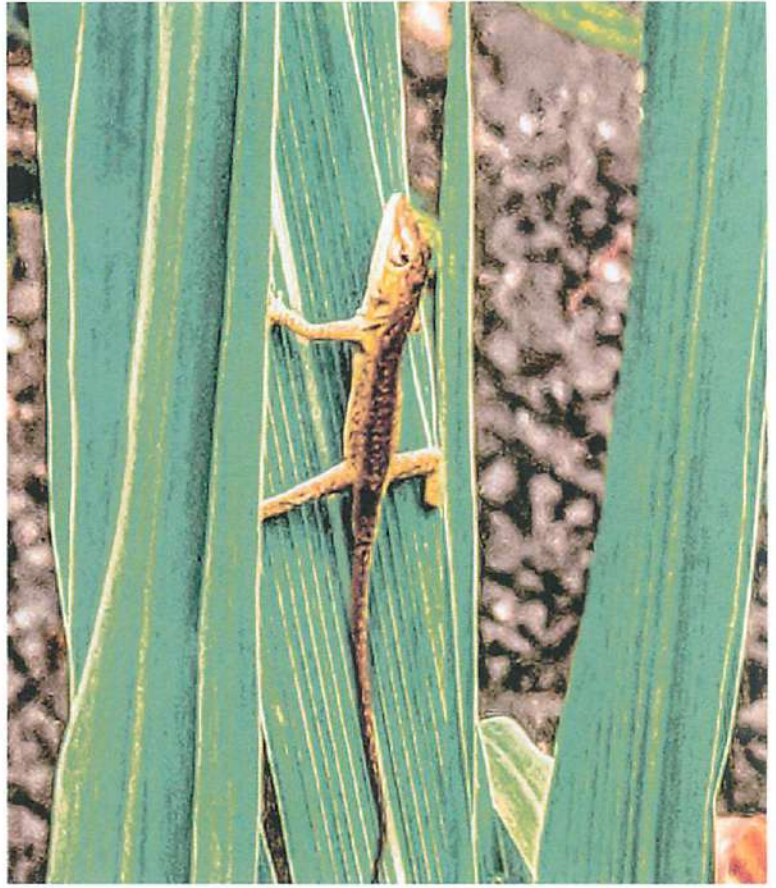








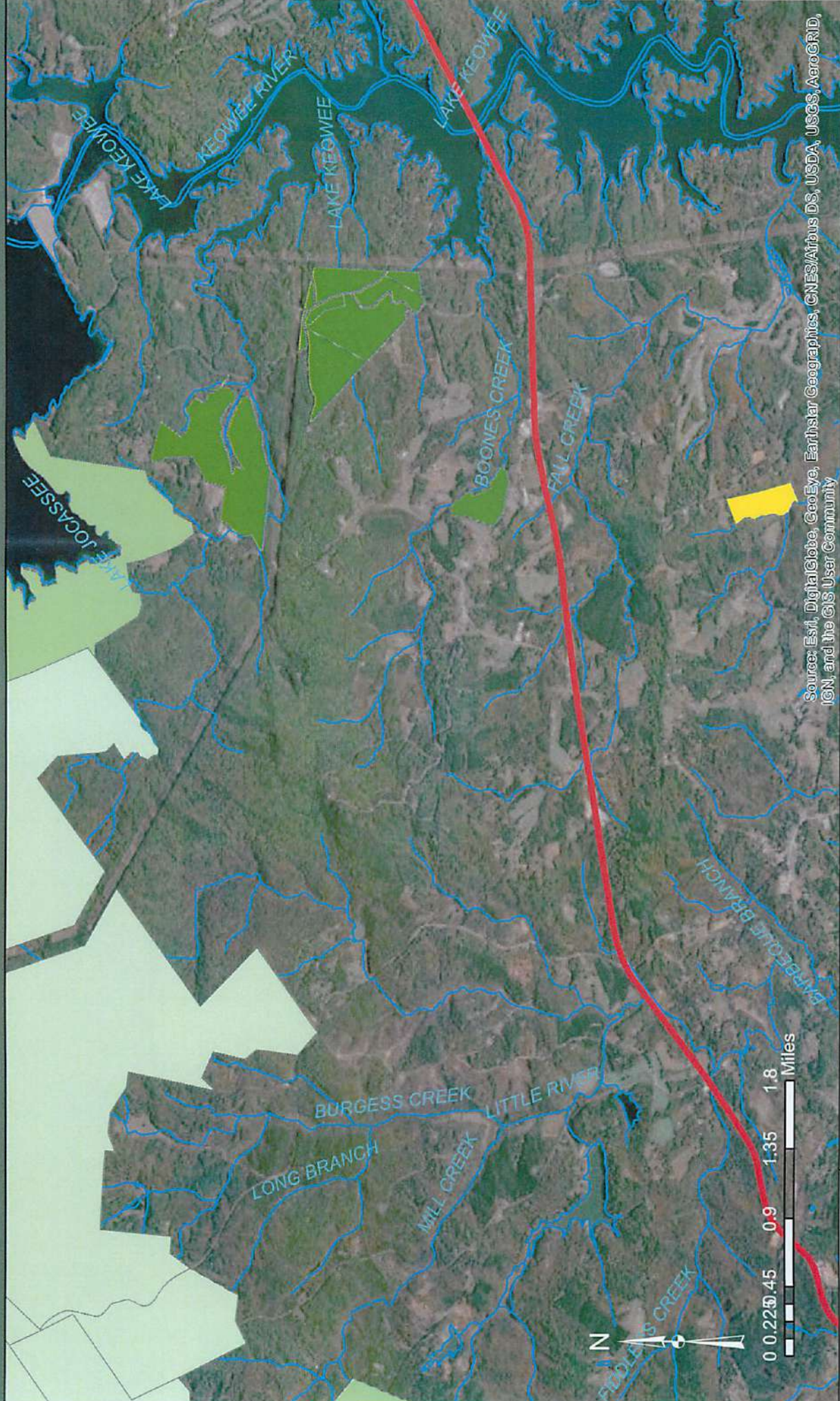








Taychoedah - Proximity to Protected Areas



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

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

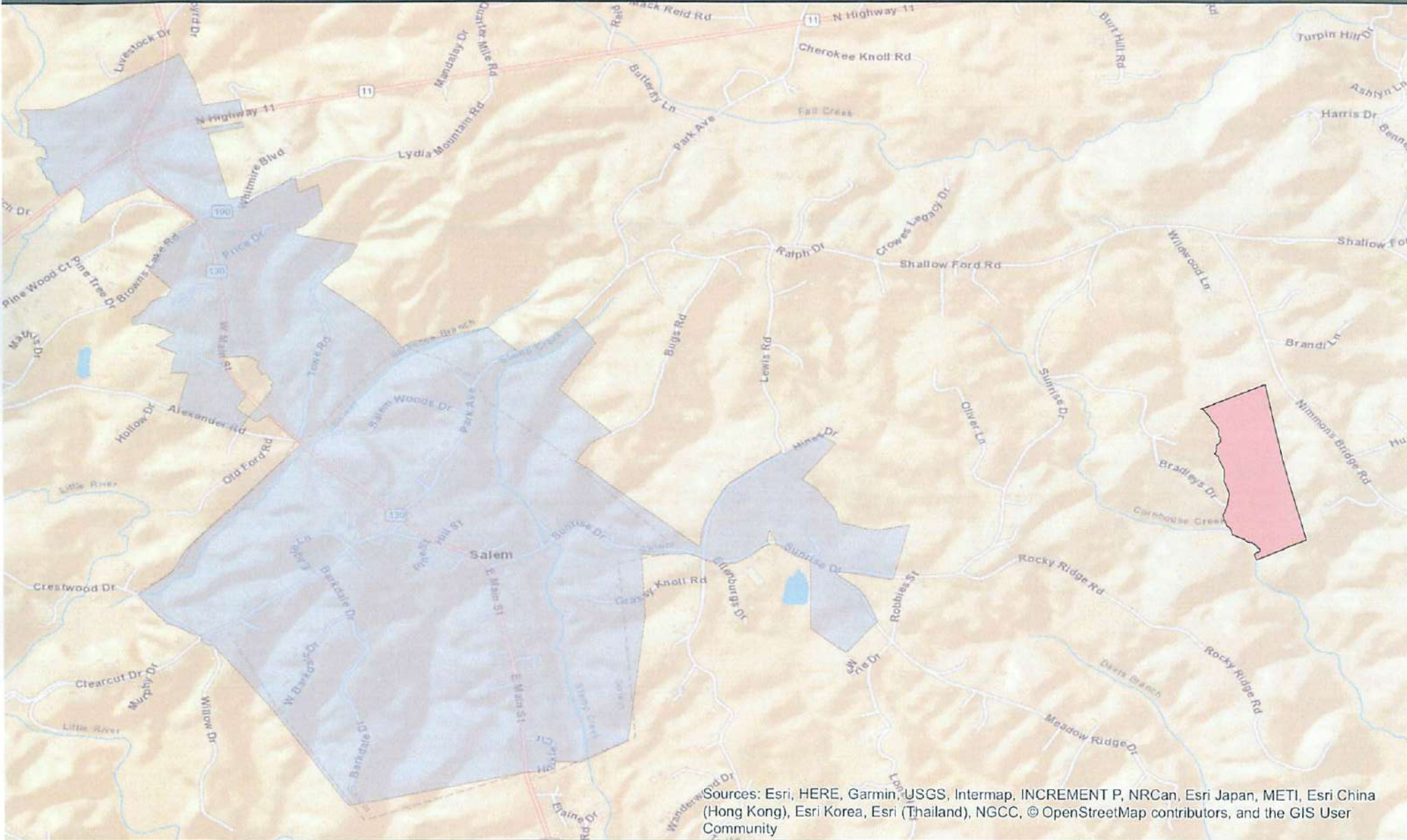
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Legend

- Taychoedah tract 42.02 acres
- Oconee Bell Preserves - Naturaland Trust
- Devils Fork State Park
- US Forest Service
- Scenic Highway 11

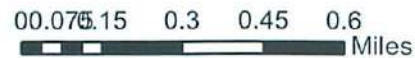
North Carolina
Georgia

Taychoedah - Nearby Municipality Map



Legend

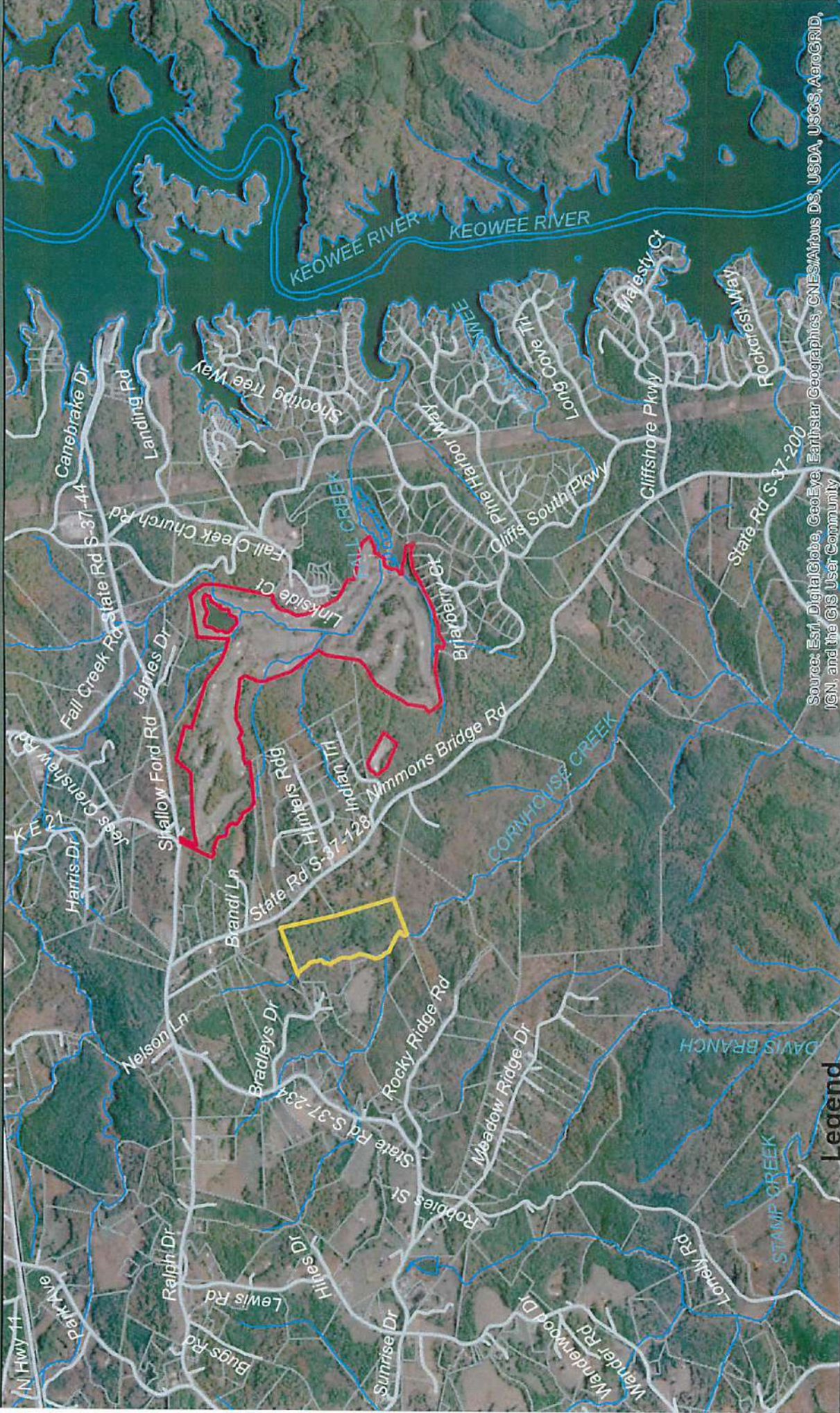
- Town of Salem
- Taychoedah tract 42.02 acres



DISCLAIMER:
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Taychoedah - Threat of Development



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Legend

- Taychoedah tract 42.02 acres
- Oconee County Parcels
- Golf Course

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



Parcel Information

Parcel ID 065-00-04-004
 Neighborhood 3300100 - Keowee Twp Salem FD
 Property Address 875 NIMMONS BRIDGE RD
 Legal Description KEOWEE TOWNSHIP SALEM DIST
 (Note: Not to be used on legal documents.)
 Acres 42.02
 Class
 Tax District SALEM (District 02)
 Exemptions Legal Residence
 Agricultural Use

[View Map](#)

Owner

HUGHES GEARY L & HEGER DOROTHY J
 PO BOX 636
 SALEM, SC 29676

Land

Land Use	Acres	Square Footage	Frontage	Depth	Calculation Method
F - Farm Market	41.02	1,786,831	0	0	Acres
R - Residential	1	43,560	0	0	Acres

Residential Improvement Information

Style 1 Family (Detached)
 Heated Square Feet 2457
 Interior Walls Finished
 Exterior Walls Cement Fiber (Hardy Plank)
 Foundation Crawlspace
 Attic Square Feet 0
 Basement Square Feet 0
 Year Built 2001
 Roof Type Asphalt Shingles
 Heating Type Cent Ht/AC-Ht Pmp
 Number Of Bedrooms 2
 Number Of Full Bathrooms 3
 Number Of Half Bathrooms 0
 Value \$214,670
 Condition Average

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units
Equipment Shed:Steel\No Slab	2004	8x12 / 0	0

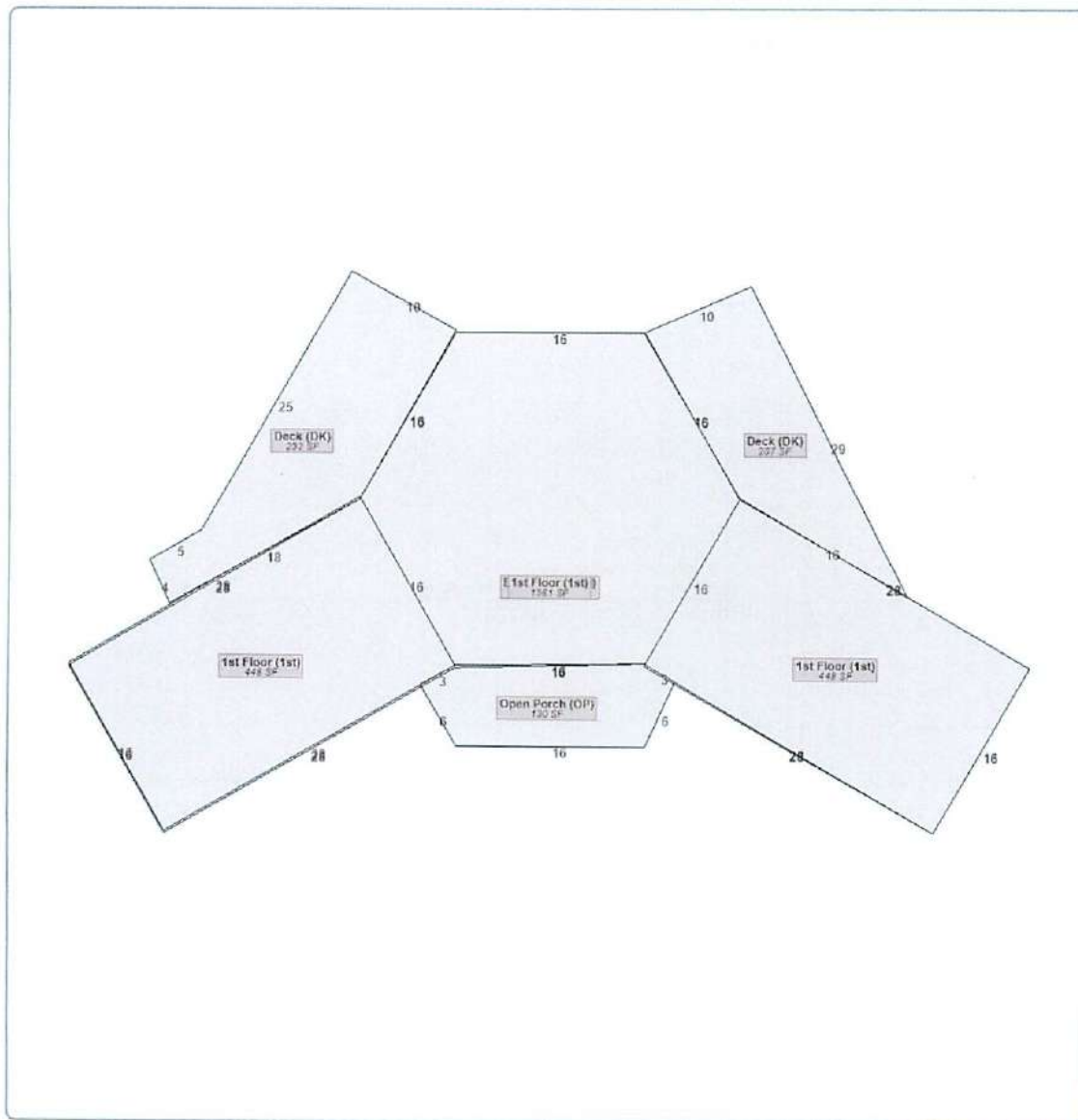
Valuation

Assessed Year	2021
Land Value	\$146,960
Improvement Value	\$214,670
Accessory Value	\$740
Total Value (Market)	\$362,370
Land Value	\$0
Improvement Value	\$0
Accessory Value	\$0
Total Value (Capped)	\$0

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
5/13/2019	2465 194		\$0	9: Other Not Valid	HUGHES GEARY L & HEGER DOROTHY J	HUGHES GEARY L & HEGER DOROTHY J
1/23/2017	2238 315		\$355,000	0: Valid Arms-length sale tran	MERCK RICHARD K	HUGHES GEARY L & HEGER DOROTHY J
3/30/2011	1827 13		\$265,000	0: Valid Arms-length sale tran	MERCK RICHARD KIP	MERCK RICHARD K
2/9/2011	1818 176		\$265,000	NULL	BOUWMAN GEORGE H & ELEANORE H	MERCK RICHARD KIP
2/3/1999	1015 83		\$140,000	0: Valid Arms-length sale tran	NIMMONS BRIDGE 2 LIMITED PARTN	BOUWMAN GEORGE H & ELEANORE H
9/10/1998	999 95		\$0	0: Valid Arms-length sale tran	CURRY E DRAKE JR	NIMMONS BRIDGE 2 LIMITED PARTN
7/3/1996	873 302		\$1	0: Valid Arms-length sale tran	CURRY ADA W	CURRY E DRAKE JR
5/14/1991	654 52		\$60,000	0: Valid Arms-length sale tran	BLALOCK JIMMY W	CURRY ADA W

Sketches



Recent Sales In Area

Sale date range:

From:

04/01/2018

To:

04/01/2021

Sales by Neighborhood

1500

Feet



Sales by Distance

Generate Owner List by Radius

Distance:

100

Feet



Use Address From:

Owner Property

Select export file format:

Address labels (5160)



Show All Owners

Show Parcel ID on Label

Skip Labels

0

International mailing labels that exceed 5 lines are not supported on the Address labels (5160). For international addresses, please use the xlsx, csv or tab download formats.

Download

No data available for the following modules: Commercial Improvement Information, Mobile Homes.

Oconee County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll.

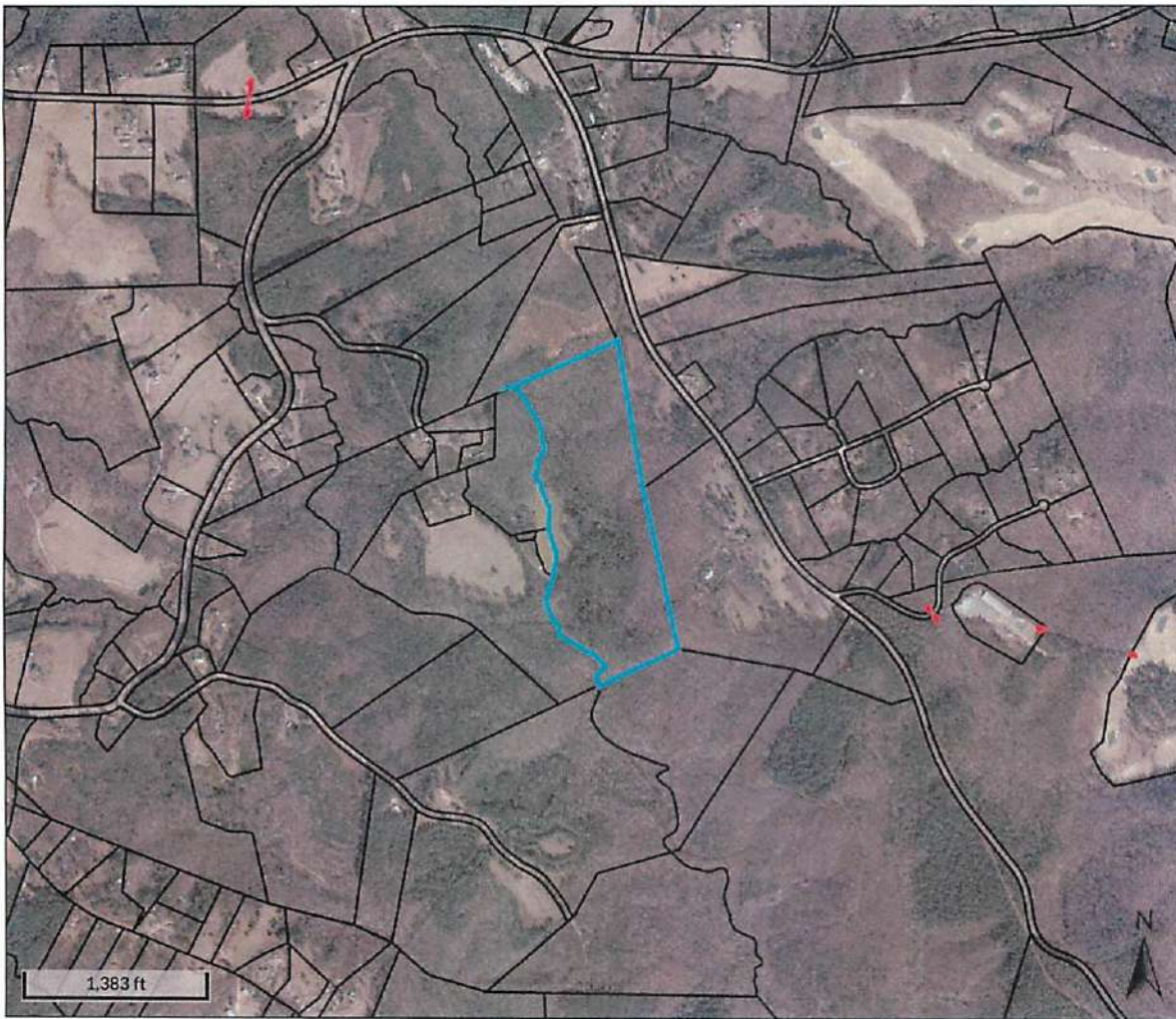
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Version 2.3.114

Developed by
 Schneider
GEOSPATIAL



Overview



Legend

-  Parcels
-  Landhook
-  Roads

Parcel ID	065-00-04-004	Alternate ID	3111	Owner Address	HUGHES GEARY L & HEGER DOROTHY J PO BOX 636 SALEM, SC 29676	Last 2 Sales			
Sec/Twp/Rng	n/a	Class	n/a			Date	Price	Reason	Qual
Property Address	875 NIMMONS BRIDGE RD	Acreage	42.02			5/13/2019	0	9	U
District	02					1/23/2017	\$355000	n/a	Q
Brief Tax Description	KEOWEE TOWNSHIP SALEM DIST								
	(Note: Not to be used on legal documents)								

Date created: 4/1/2021
 Last Data Uploaded: 3/31/2021 9:28:37 PM

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

DEPARTMENT OF THE TREASURY

Date: **MAY 13 2003**

UPSTATE FOREVER
PO BOX 2308
GREENVILLE, SC 29602-0000

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

Dear Applicant:

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

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

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

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

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

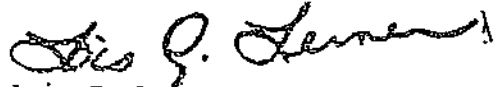
Letter 1050 (D0/05)

UPSTATE FOREVER

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

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

Sincerely yours,

A handwritten signature in cursive script that reads "Lois G. Lerner".

Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

NONPROFIT CORPORATION
ARTICLES OF AMENDMENT

Jan. 1988												2	
SECRETARY OF STATE													
FILED													
SEP 21 1998												PM	
AM													
7	8	9	10	11	12	1	2	3	4	5	6		

Pursuant to the provisions of § 33-31-1005 of the 1976 South Carolina Code, as amended, the applicant delivers to the Secretary of State these articles of amendment.

1. The name of the nonprofit corporation is _____

Upstate Forever

2. Specify (a) the text of every amendment adopted, and (b) list when each amendment was adopted:

(a) Exhibit A, attached hereto

(b) September 15, 1998

3. By checking this paragraph #3 the applicant represents that (a) approval of the amendment by the members was not required, and (b) that the amendment was approved by a sufficient vote of the board or directors or the incorporators. (Do not check this paragraph #3 if member vote was required or if the required vote of directors or incorporators was not obtained.)

4. If the approval of the members was required to adopt the amendment(s), provide the following information:

(a) Designation (Classes of Membership)

(b) Number of memberships outstanding

(c) Number of votes entitled to be cast by each class entitled to vote separately on the amendment: _____

(d) Number of votes of each class indisputably voting on the amendment _____

(e) Complete one of the following as appropriate:

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

SEP 21 1998


SECRETARY OF STATE OF SOUTH CAROLINA

EXHIBIT A

UPSTATE FOREVER

AMENDMENT TO ARTICLES OF INCORPORATION

The corporation is organized exclusively for charitable, religious, educational, and/or scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its members, trustees, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof.

No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

Notwithstanding any other provision of this document, the Corporation shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or (b) by an organization, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

**UPSTATE FOREVER
GREENVILLE, SOUTH CAROLINA
FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2019 AND 2018**

**UPSTATE FOREVER
GREENVILLE, SOUTH CAROLINA**

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YEARS ENDED DECEMBER 31, 2019 AND 2018

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Greene Finney, LLP

CERTIFIED PUBLIC ACCOUNTANTS & ADVISORS

INDEPENDENT AUDITOR'S REPORT

Board of Trustees
Upstate Forever
Greenville, South Carolina

We have audited the accompanying financial statements of Upstate Forever (a nonprofit organization), which comprise the statements of financial position as of December 31, 2019 and 2018, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Upstate Forever as of December 31, 2019 and 2018, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Greene Finney, LLP

Greene Finney, LLP
Mauldin, South Carolina
March 18, 2020

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ASHEVILLE, NC
828.771.0847
OFFER BY APPOINTMENT ONLY

**UPSTATE FOREVER
GREENVILLE, SOUTH CAROLINA**

STATEMENT OF FINANCIAL POSITION

**DECEMBER 31, 2019
(WITH COMPARATIVE TOTALS FOR DECEMBER 31, 2018)**

	WITHOUT DONOR RESTRICTIONS	WITH DONOR RESTRICTIONS	2019 TOTAL	2018 TOTAL
ASSETS				
Cash	\$ 106,010	487,601	593,611	\$ 838,082
Marketable Securities	3,825,980	1,975,273	5,801,253	4,889,531
Investments	214,169	-	214,169	267,294
Deposits	1,128	-	1,128	1,128
Accounts Receivable	25,000	125,595	150,595	120,582
Long-Term Accounts Receivable, net	-	77,341	77,341	37,620
Campaign Pledge Receivables	456,472	25,000	481,472	344,042
Long-Term Pledge Campaign Receivables, net	138,444	-	138,444	404,373
Prepaid Expenses	4,447	-	4,447	3,262
Other Current Assets	3,579	-	3,579	3,775
Land Held for Resale	502,300	-	502,300	1,000
Due to/from Other Funds	(113,153)	113,153	-	-
Property and Equipment, net	628,623	106,897	735,520	777,139
TOTAL ASSETS	\$ 5,792,999	2,910,860	8,703,859	\$ 7,687,828
LIABILITIES AND NET ASSETS				
LIABILITIES				
Accounts Payable	\$ 9,987	-	9,987	\$ 8,470
Accrued Liabilities	52,570	4,089	56,659	64,421
TOTAL LIABILITIES	62,557	4,089	66,646	72,891
NET ASSETS				
Without Donor Restrictions	5,730,442	-	5,730,442	5,077,256
With Donor Restrictions	-	2,906,771	2,906,771	2,537,681
TOTAL NET ASSETS	5,730,442	2,906,771	8,637,213	7,614,937
TOTAL LIABILITIES AND NET ASSETS	\$ 5,792,999	2,910,860	8,703,859	\$ 7,687,828

The notes to the financial statements are an integral part of this statement.

**UPSTATE FOREVER
GREENVILLE, SOUTH CAROLINA**

STATEMENT OF ACTIVITIES

**YEAR ENDED DECEMBER 31, 2019
(WITH COMPARATIVE TOTALS FOR THE YEAR ENDED DECEMBER 31, 2018)**

	WITHOUT DONOR RESTRICTIONS	WITH DONOR RESTRICTIONS	2019 TOTAL	2018 TOTAL
PUBLIC SUPPORT AND REVENUE				
Public Support				
Grants	\$ -	572,073	572,073	\$ 429,900
Contributions	39,244	15,523	54,767	55,592
In-Kind Contributions	-	-	-	427
Capital Campaign	914,358	-	914,358	2,644,021
Membership	238,846	-	238,846	284,147
Land Trust Endowments	-	91,720	91,720	87,770
Transfers Between Funds	(329,202)	329,202	-	-
Net Assets Released from Restrictions	967,335	(967,335)	-	-
TOTAL PUBLIC SUPPORT	1,830,581	41,183	1,871,764	3,501,857
Revenue				
Consulting Fees	4,072	9,775	13,847	18,471
Special Events, net of Expenses	(2,916)	6,408	3,492	34,631
Interest Income	10,154	135	10,289	9,671
Investment Income (Loss)	481,819	280,490	762,309	(289,243)
Bike Share Revenue	-	29,433	29,433	33,843
Other	1,590	1,666	3,256	2,682
TOTAL REVENUE	494,719	327,907	822,626	(189,945)
TOTAL PUBLIC SUPPORT AND REVENUE	2,325,300	369,090	2,694,390	3,311,912
EXPENSES				
Program				
Conservation Easements	-	-	-	210,000
Consulting Subcontract Costs	100,575	-	100,575	98,920
Other Program Costs	1,118,933	-	1,118,933	953,061
Management	123,513	-	123,513	125,592
Fundraising	329,093	-	329,093	405,053
TOTAL EXPENSES	1,672,114	-	1,672,114	1,792,626
CHANGE IN NET ASSETS	653,186	369,090	1,022,276	1,519,286
NET ASSETS, BEGINNING OF YEAR	5,077,256	2,537,681	7,614,937	6,095,651
NET ASSETS, END OF YEAR	\$ 5,730,442	2,906,771	8,637,213	\$ 7,614,937

The notes to the financial statements are an integral part of this statement.

**UPSTATE FOREVER
GREENVILLE, SOUTH CAROLINA**

STATEMENT OF FUNCTIONAL EXPENSES

**YEAR ENDED DECEMBER 31, 2019
(WITH COMPARATIVE TOTALS FOR THE YEAR ENDED DECEMBER 31, 2018)**

EXPENSES	OTHER PROGRAMS	MANAGEMENT	FUNDRAISING	2019 TOTAL	2018 TOTAL
Accounting	\$ -	12,280	-	12,280	\$ 10,780
Advertising	4,307	-	68	4,375	8,987
Bad Debt Expense	-	-	13,500	13,500	3,263
Bank Charges	3,941	30	3,712	7,683	11,305
Computer	23,773	8,642	3,375	35,790	33,790
Consultants	95,889	3,500	24,648	124,037	200,070
Copier	2,257	5,006	-	7,263	6,507
Depreciation Expense	28,031	20,911	-	48,942	49,780
Education/Training	1,503	1,919	-	3,422	1,031
Events, Other	11,199	15	22,122	33,336	-
Insurance	9,003	21,540	-	30,543	29,369
Licenses and Fees	450	300	-	750	1,057
Meeting and Conference Expenses	18,738	1,995	1,599	22,332	26,747
Miscellaneous	2,125	564	-	2,689	2,002
Organizational Dues	14,892	250	475	15,617	5,282
Overhead Allocation	95,184	(125,348)	30,164	-	-
Postage & Mailing	2,858	989	3,765	7,612	5,449
Printed Materials	20,067	2,222	7,384	29,673	29,166
Records Management	-	991	-	991	942
Rent	12,340	285	-	12,625	12,340
Repairs and Maintenance	22,628	4,673	1,300	28,601	24,646
Salaries	602,988	128,048	187,954	918,990	806,897
Employee Benefits	33,555	7,466	10,326	51,347	50,316
Salaries, Paid Time Off	(3,397)	(531)	(736)	(4,664)	4,594
Payroll Service	-	2,446	-	2,446	2,295
Payroll Tax Expense	43,225	9,143	13,610	65,978	59,636
Sponsorship Expenses	13,775	750	-	14,525	31,000
Supplies and Equipment	19,623	4,632	1,935	26,190	23,018
Telecommunications	9,378	6,316	1,516	17,210	15,856
Travel	28,735	533	1,867	31,135	21,767
Utilities	1,866	3,946	509	6,321	5,814
	<u>\$ 1,118,933</u>	<u>123,513</u>	<u>329,093</u>	<u>1,571,539</u>	<u>1,483,706</u>
Contribution for Conservation Easements				-	210,000
Consulting Subcontract Costs				100,575	98,920
				<u>1,672,114</u>	<u>\$ 1,792,626</u>

The notes to the financial statements are an integral part of this statement.

**UPSTATE FOREVER
GREENVILLE, SOUTH CAROLINA**

STATEMENTS OF CASH FLOWS

YEARS ENDED DECEMBER 31, 2019 AND 2018

	2019	2018
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Assets	\$ 1,022,276	\$ 1,519,286
Adjustments to Reconcile Change in Net Assets to Cash Provided by (used in) Operating Activities:		
Unrealized (Gain) Loss on Marketable Securities and Investments	(669,239)	436,254
Depreciation	48,942	49,780
Changes in Operating Assets and Liabilities		
(Increase) Decrease in Deposits, Prepaid Expenses and Other Current Assets	(989)	2,526
(Increase) Decrease in Accounts and Long-Term Pledges Receivable	58,765	(663,471)
(Increase) Decrease in Land Held for Resale	(501,300)	-
Increase (Decrease) in Liabilities	(6,245)	11,247
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	<u>(47,790)</u>	<u>1,355,622</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Net Purchase of Marketable Securities and Investments	(189,359)	(1,648,158)
Acquisition of Property and Equipment	(7,322)	(8,256)
NET CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES	<u>(196,681)</u>	<u>(1,656,414)</u>
NET INCREASE/(DECREASE) IN CASH	(244,471)	(300,792)
CASH, BEGINNING OF YEAR	<u>838,082</u>	<u>1,138,874</u>
CASH, END OF YEAR	<u>\$ 593,611</u>	<u>\$ 838,082</u>

The notes to the financial statements are an integral part of this statement.

UPSTATE FOREVER
GREENVILLE, SOUTH CAROLINA

STATEMENT OF FINANCIAL POSITION

DECEMBER 31, 2018

	WITHOUT DONOR RESTRICTIONS	WITH DONOR RESTRICTIONS	2018 TOTAL
ASSETS			
Cash	\$ 299,707	538,375	\$ 838,082
Marketable Securities	3,243,779	1,645,752	4,889,531
Investments	267,294	-	267,294
Deposits	1,128	-	1,128
Accounts Receivable	32,500	88,082	120,582
Long-Term Accounts Receivable, net	-	37,620	37,620
Campaign Pledge Receivables	314,042	30,000	344,042
Long-Term Pledge Campaign Receivables, net	374,373	30,000	404,373
Prepaid Expenses	3,262	-	3,262
Other Current Assets	3,775	-	3,775
Land Held for Resale	1,000	-	1,000
Due to/from other Funds	(33,625)	33,625	-
Property and Equipment, net	642,912	134,227	777,139
TOTAL ASSETS	\$ 5,150,147	2,537,681	\$ 7,687,828
LIABILITIES AND NET ASSETS			
LIABILITIES			
Accounts Payable	\$ 8,470	-	\$ 8,470
Accrued Liabilities	64,421	-	64,421
TOTAL LIABILITIES	72,891	-	72,891
NET ASSETS			
Without Donor Restrictions	5,077,256	-	5,077,256
With Donor Restrictions	-	2,537,681	2,537,681
TOTAL NET ASSETS	5,077,256	2,537,681	7,614,937
TOTAL LIABILITIES AND NET ASSETS	\$ 5,150,147	2,537,681	\$ 7,687,828

The notes to the financial statements are an integral part of this statement.

**UPSTATE FOREVER
GREENVILLE, SOUTH CAROLINA**

STATEMENT OF ACTIVITIES

YEAR ENDED DECEMBER 31, 2018

	WITHOUT DONOR RESTRICTIONS	WITH DONOR RESTRICTIONS	2018 TOTAL
PUBLIC SUPPORT AND REVENUE			
Public Support			
Grants	\$ 20,000	409,900	\$ 429,900
Contributions	46,392	9,200	55,592
In-Kind Contributions	427	-	427
Capital Campaign	2,544,021	100,000	2,644,021
Membership	284,147	-	284,147
Land Trust Endowments	-	87,770	87,770
Transfers Between Funds	(56,642)	56,642	-
Net Assets Released from Restrictions	873,803	(873,803)	-
TOTAL PUBLIC SUPPORT	3,712,148	(210,291)	3,501,857
Revenue			
Consulting Fees	4,096	14,375	18,471
Special Events, net of Expenses	27,989	6,642	34,631
Interest Income	9,072	599	9,671
Investment Income (Loss)	(175,288)	(113,955)	(289,243)
Bike Share Revenue	-	33,843	33,843
Other	2,585	97	2,682
TOTAL REVENUE	(131,546)	(58,399)	(189,945)
TOTAL PUBLIC SUPPORT AND REVENUE	3,580,602	(268,690)	3,311,912
EXPENSES			
Program			
Conservation Easements	210,000	-	210,000
Consulting Subcontract Costs	98,920	-	98,920
Other Program Costs	953,061	-	953,061
Management	125,592	-	125,592
Fundraising	405,053	-	405,053
TOTAL EXPENSES	1,792,626	-	1,792,626
CHANGE IN NET ASSETS	1,787,976	(268,690)	1,519,286
NET ASSETS, BEGINNING OF YEAR	3,289,280	2,806,371	6,095,651
NET ASSETS, END OF YEAR	\$ 5,077,256	2,537,681	\$ 7,614,937

The notes to the financial statements are an integral part of this statement.

**UPSTATE FOREVER
GREENVILLE, SOUTH CAROLINA**

STATEMENT OF FUNCTIONAL EXPENSES

YEAR ENDED DECEMBER 31, 2018

EXPENSES	OTHER PROGRAMS	MANAGEMENT	FUNDRAISING	2018 TOTAL
Accounting	\$ -	10,780	-	\$ 10,780
Advertising	8,912	-	75	8,987
Bad Debt Expense	3,263	-	-	3,263
Bank Charges	8,009	80	3,216	11,305
Computer	26,961	5,705	1,124	33,790
Consultants	67,690	527	131,853	200,070
Copier	3,040	3,314	153	6,507
Depreciation Expense	29,419	20,361	-	49,780
Education/Training	276	-	755	1,031
Insurance	8,702	20,667	-	29,369
Licenses and Fees	569	214	274	1,057
Meeting and Conference Expenses	11,945	150	14,652	26,747
Miscellaneous	1,335	272	395	2,002
Organizational Dues	4,232	575	475	5,282
Overhead Allocation	78,360	(107,966)	29,606	-
Postage & Mailing	3,089	400	1,960	5,449
Printed Materials	19,604	1,464	8,098	29,166
Records Management	-	942	-	942
Rent	12,340	-	-	12,340
Repairs and Maintenance	19,389	5,257	-	24,646
Salaries	492,286	130,572	184,039	806,897
Employee Benefits	31,324	7,579	11,413	50,316
Salaries, Paid Time Off	4,206	1,307	(919)	4,594
Payroll Service	-	2,295	-	2,295
Payroll Tax Expense	36,467	9,536	13,633	59,636
Sponsorship Expenses	31,000	-	-	31,000
Supplies and Equipment	17,144	3,279	2,595	23,018
Telecommunications	9,934	4,624	1,298	15,856
Travel	21,403	6	358	21,767
Utilities	2,162	3,652	-	5,814
	<u>\$ 953,061</u>	<u>125,592</u>	<u>405,053</u>	<u>1,483,706</u>
Contribution for Conservation Easements				210,000
Consulting Subcontract Costs				98,920
				<u>\$ 1,792,626</u>

The notes to the financial statements are an integral part of this statement.

**UPSTATE FOREVER
GREENVILLE, SOUTH CAROLINA**

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2019 AND 2018

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Operation

Upstate Forever (the “Organization”) is a nonprofit organization founded in 1998 to protect critical lands, waters, and the unique character of the Upstate of South Carolina. The Organization accomplishes its mission through four major programs: Land Conservation, Clean Water, Land Planning and Policy, and Energy. The Organization receives third-party donations, grants from state and federal governments, foundations and private industry, and investment income.

Basis of Presentation

The accompanying financial statements of the Organization have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America and are presented in accordance with FASB ASC 958-205 Not-For-Profit Presentation of Financial Statements.

Revenue Recognition

The Organization recognizes revenue on grants either when received or when the funds have been expended (reimbursable grants) in accordance with grant requirements. Contributions are recognized when received or when a written pledge is received for contributions promised over more than one year. The Organization has received planned gifts of \$4.6 million as a part of its Crossroads Campaign as described further in Note 7. Planned gifts are future contributions that a donor plans during their lifetime that will take effect upon the donor’s passing. Planned gifts are not recognized on the financial statements until the cash is received.

Cash and Cash Equivalents

For the Statement of Cash Flows, the Organization generally considers all instruments with a maturity of three months or less at date of purchase to be cash equivalents.

Marketable Securities

Marketable securities consist primarily of publicly traded mutual funds and publicly traded stock and are classified as available-for-sale. Such securities are carried at fair value based on quoted market prices, with any unrealized gains or losses reported as a change in donor restricted net assets or net assets without donor restrictions.

Investments

Investments consist of a private equity limited partnership fund that makes investments in middle-market businesses.

Receivables

Receivables consist primarily of amounts due for grants and from large donors.

Campaign pledge receivables that are expected to be collected within one year are recorded at net realizable value. Campaign pledge receivables that are expected to be collected in future years are recorded at the present value of their estimated future cash flows. The discounts on those amounts are computed using risk-free interest rates applicable to the years in which the pledge receivables are received. Amortization of the discounts is included in contribution revenue.

Allowances for uncollectible accounts are determined based on subsequent collections, past experience, and an assessment of economic conditions. Receivables are written off when deemed uncollectible.

UPSTATE FOREVER
GREENVILLE, SOUTH CAROLINA

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2019 AND 2018

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income Taxes

The Organization is exempt from federal income taxes under section 501(c)(3) of the Internal Revenue Code, and therefore has made no provision for federal income taxes in the accompanying financial statements.

Property and Equipment

Property and equipment with an estimated useful life of at least 2 years and with a cost or value equal to or greater than \$2,500 are recorded at cost if purchased, and recorded at fair market value if donated. Assets are depreciated on a straight-line method.

Net Assets

Net assets and revenues are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Organization and changes therein are classified and reported as follows:

- *Net Assets Without Donor Restrictions* are net assets available for use in general operations and not subject to donor-imposed restrictions. The Board, at its discretion, may designate a portion of the net assets without donor restrictions to be used for specific purposes, such as capital improvements.
- *Net Assets With Donor Restrictions* are net assets subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met either by the actions of the Organization or the passage of time. Other donor-imposed restrictions may be perpetual in nature, where the donor stipulates that the resources be maintained in perpetuity. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the Statement of Activities as net assets released from restrictions. If a restriction is fulfilled during the same year in which the contribution is received, the Organization reports that support as an increase in net assets without donor restrictions.

Conservation Easements

A conservation easement is an agreement between a landowner and the organization in which the landowner permanently relinquishes most or all of the rights to develop the property and agrees to other terms benefitting the public. The easement is publicly recorded and is binding on all future owners of the property. The Organization's principal responsibility is to ensure compliance with the terms of the easement. It meets this responsibility by periodically inspecting the property and, if necessary, taking appropriate action to enforce the easement.

Each conservation easement received by the Organization provides that it cannot be transferred or assigned to any person or entity except to an organization that is qualified under the Internal Revenue Code to receive easements and that has the commitment, ability, and resources to meet its responsibilities and obligations under the easement and to take the necessary steps to protect the conservation values of the property. Accordingly, there is no market for any of the conservation easements received by the Organization.

Conservation easements donated to the Organization are recorded at a zero value in the Statement of Financial Position, the Statement of Activities and the Statement of Functional Expenses. Conservation easements that are purchased are recorded at a zero value in the Statement of Financial Position and are shown as an expense in the Statement of Activities, Statement of Functional Expenses and Statements of Cash Flows. The funding source that enables the purchase of these easements is shown as a revenue in the Statement of Activities and Statements of Cash Flows, resulting in a net zero effect on net assets.

**UPSTATE FOREVER
GREENVILLE, SOUTH CAROLINA**

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2019 AND 2018

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Conservation Easements (Continued)

The Organization believes that tracking the value of conservation easements under management is useful to gauge the significance of the ongoing responsibility to monitor these easements. Accordingly, for purposes of note disclosure only, conservation easements received by the Organization are disclosed at the value paid to acquire the conservation easement or the estimated value of the development rights relinquished under the easement, that is, the amount of the reduction in fair market value (as defined in IRS regulations) resulting from the easement at the date it is recorded. This value is generally established through qualified appraisals that are performed at or near the recording date. Where such an appraisal is not available, management makes its best estimate of the value based on relevant facts and circumstances. Values are not updated as they represent the historical cost at the date the easements were granted. See Note 15 for more details of the Organization's conservation easements.

Grants

The Organization receives grants from federal, state and local governments, as well as from private organizations, to be used for specific programs or for the purchase of conservation easements.

Accounting Estimates

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires the Organization's management to make estimates and assumptions. These estimates and assumptions affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Reclassifications

Certain amounts presented in the prior year data have been reclassified in order to be consistent with the current year's presentation.

NOTE 2—LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within the year following December 31, 2019 consist of the following:

Cash and Cash Equivalents	\$	106,010
Marketable Securities		3,825,980
Investments		214,169
Accounts Receivable		25,000
Campaign Pledge Receivables, Net		456,472
Endowment distributions and appropriations		80,000
	\$	<u>4,707,631</u>

The Organization's board-designated endowment of \$2,452,933 is subject to board approval. Although they do not intend to spend from this endowment (other than amounts appropriated for general expenditure as part of the Board's annual budget approval), these amounts could be made available if necessary.

**UPSTATE FOREVER
GREENVILLE, SOUTH CAROLINA**

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2019 AND 2018

NOTE 3 – FUNCTIONAL ALLOCATION OF EXPENSES

The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

NOTE 4 – CONCENTRATION OF CREDIT RISK

The Organization currently maintains bank accounts. Accounts at each institution were insured by the Federal Deposit Insurance Corporation (“FDIC”) up to \$250,000 as of December 31, 2019 and 2018, and the Organization’s holdings did not exceed the insured limits.

NOTE 5 – FAIR VALUE DISCLOSURES

The Financial Accounting Standards Board (“FASB”) issued a statement that defines fair value and establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are described as follows:

Level 1 – Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Organization has the ability to access.

Level 2 – Inputs to the valuation methodology include

- quoted prices for similar assets or liabilities in active markets;
- quoted prices for identical or similar assets or liabilities in inactive markets;
- inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 – Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset’s or liability’s fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurements. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

At December 31, 2019 and 2018, the Organization’s marketable securities, investments, and campaign pledges receivable were the only financial instruments carried at fair value on the statements of financial position in accordance with the FASB ASC 820-10 valuation hierarchy. These marketable securities and investments were valued based upon Level 1 and Level 2 inputs.

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at December 31, 2019 and 2018.

Mutual and Money Market Funds

These investments are public investment vehicles valued using the Net Asset Value (NAV) provided by the administrator of the fund. The NAV is based on the value of the underlining assets owned by the fund, minus its liabilities, and then divided by the number of shares outstanding. The NAV is a quoted price in an active market and classified within Level 1 of the valuation hierarchy.

**UPSTATE FOREVER
GREENVILLE, SOUTH CAROLINA**

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2019 AND 2018

NOTE 5 – FAIR VALUE DISCLOSURES (CONTINUED)

Stocks

These investments are valued based on the current stock market price or information obtained from the company itself if there is no secondary market for the sale of the shares of stock. The current stock market price investments are classified within Level 1.

Private Equity Fund

A contribution was given to the Organization in December 2018 that is an interest in a private equity limited partnership fund that makes investments in lower middle-market businesses. This investment is reported at NAV of the Organization’s share in the private equity fund. As part of the transfer of ownership agreement, the Organization is not responsible for any future calls for funding and any or all future distributions are solely the property of Upstate Forever. The private equity partnership is scheduled to close out and make final disbursements in October 2020. The Organization uses NAV reported by fund managers to estimate fair value of alternative investments that (a) do not have a readily determinable fair value and (b) either have the attributes of an investment company or prepare their financial statements consistent with the measurement principles of an investment company, unless it is probable that all or a portion of the investment will be sold for an amount different from NAV. The private equity investment, whose fair value was determined using NAV as a practical expedient, is not categorized within the described fair value hierarchy.

The table below details the activity within the private equity fund during 2019:

Private Equity Fund Value at December 31, 2018	\$	267,294
Cash Distributions from the Fund		(66,336)
Unrealized Gains on Investment		13,211
Private Equity Fund Value at December 31, 2019	\$	<u>214,169</u>

**UPSTATE FOREVER
GREENVILLE, SOUTH CAROLINA**

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2019 AND 2018

NOTE 5 – FAIR VALUE DISCLOSURES (CONTINUED)

The following table sets forth by level the fair value hierarchy of the Trust’s assets accounted for at fair value on a recurring basis as of December 31, 2019:

Fair Value Measurements at December 31, 2019 Using Quoted Prices:				
	Fair Value at December 31, 2019	Quoted Prices in Active Markets for Identical Assets and Liabilities (Level 1 Inputs)	Quoted Prices for Similar Assets and Liabilities (Level 2 Inputs)	Significant Unobservable Inputs (Level 3 Inputs)
Assets:				
Cash and Deposit-in-Transit	\$ 36,756	36,756	-	\$ -
Certificates of Deposit	607,000	607,000	-	-
Community Foundation Funds	21,897	21,897	-	-
Equities - Publicly Traded	1,023,688	1,023,688	-	-
Bonds - Publicly Traded	158,848	158,848	-	-
Treasury Notes	156,694	156,694	-	-
Mutual Funds:				
Stocks	1,496,661	1,496,661	-	-
Bonds	1,883,814	1,883,814	-	-
Other	80,627	80,627	-	-
Total Mutual Funds	3,461,102	3,461,102	-	-
Money Market Funds	335,268	335,268	-	-
Total Assets at Fair Value	\$ 5,801,253	5,801,253	-	\$ -

Total investment gain on marketable securities and investments of \$762,309 includes \$669,239 of unrealized gains for the year ended December 31, 2019. Investment fees in the amount of \$26,595 are netted with Investment Income on the Statement of Activities for the year ended December 31, 2019.

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NOTE 5 – FAIR VALUE DISCLOSURES (CONTINUED)

The following table sets forth by level the fair value hierarchy of the Trust’s assets accounted for at fair value on a recurring basis as of December 31, 2018:

Fair Value Measurements at December 31, 2018 Using Quoted Prices:				
	Fair Value at December 31, 2018	Quoted Prices in Active Markets for Identical Assets and Liabilities (Level 1 Inputs)	Quoted Prices for Similar Assets and Liabilities (Level 2 Inputs)	Significant Unobservable Inputs (Level 3 Inputs)
Assets:				
Cash and Deposit-in-Transit	\$ 56,145	56,145	-	\$ -
Certificates of Deposit	342,000	342,000	-	-
Community Foundation Funds	22,308	22,308	-	-
Equities - Publicly Traded	805,267	805,267	-	-
Bonds - Publicly Traded	167,763	167,763	-	-
Treasury Notes	133,970	133,970	-	-
Mutual Funds:				
Stocks	1,178,215	1,178,215	-	-
Bonds	1,582,881	1,582,881	-	-
Other	288,110	288,110	-	-
Total Mutual Funds	3,049,206	3,049,206	-	-
Money Market Funds	312,872	312,872	-	-
Total Assets at Fair Value	\$ 4,889,531	4,889,531	-	\$ -

Total investment loss on marketable securities and investments of \$289,243 includes \$436,254 of unrealized losses for the year ended December 31, 2018. Investment fees in the amount of \$22,785 are netted with Investment Income on the Statement of Activities for the year ended December 31, 2018.

NOTE 6 – ENDOWMENT FUNDS

Land Trust Endowment

As part of the Organization’s Land Trust program, it receives gifts and contributions from individuals and entities to be used to ensure compliance with the terms of its conservation easements. (See Note 15 for a description of the Organization’s conservation easements).

The Land Trust Endowment is comprised of three individual funds: The Principal Fund (investment), Monitoring Fund, and Defense Fund, all of which are classified as with donor restrictions. These funds include amounts invested in marketable securities, and accounts receivable from donors.

Investment income earned on the marketable securities is allocated to the Defense and Monitoring Funds in order to provide continuing support for the Organization’s oversight responsibilities.

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NOTE 6 – ENDOWMENT FUNDS (CONTINUED)

Land Trust Endowment (Continued)

It is the written intent of most donors and the Organization that cumulative investment losses, if any, will not be reported in net assets without donor restrictions. Investment losses will be reported first in the Monitoring and Defense net assets to the extent of cumulative investment earnings, net of appropriations for expenditures, and then against the account principal. Future investment income will be used to restore losses, if any, to the principal before again being available for oversight activities.

Endowment Without Donor Restrictions

As of December 31, 2019, the Organization has received \$2,200,000 in funds without restrictions from one family, which the Board of Directors designated to be held as an endowment fund for future endeavors. The Organization classified these as net assets without donor restrictions, and also records investment earnings as without donor restrictions. The Board of Directors approves when and how to use these gifts that are without donor restrictions.

Accounting Guidance

Net assets with donor restrictions are appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by the Uniform Prudent Management of Institutional Funds Act (“UPMIFA”). In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- The duration and preservation of the endowment fund.
- The purposes of the Organization and the endowment fund.
- General economic conditions.
- The possible effect of inflation or deflation.
- The expected total return from income and appreciation of investments.
- Other resources of the Organization.
- The investment policy of the Organization.

Investment Objective

The Organization’s investment objective is to attain an average annual real total return (net of investment management fees) with an acceptable margin of risk. The overall goal is for the fund, over the long term (rolling three-year periods), to achieve returns comparable to appropriate asset class indexes. The Organization has a diversified approach to investment that balances the goals of maximizing return with preservation of funds. By diversifying among asset classes, and rebalancing toward policy target allocations, the Organization expects to enhance real market value.

Rebalancing asset allocations to policy targets is essential for maintaining the risk profile of this policy. When funds exceed established ranges, a rebalancing occurs, generally not more frequently than quarterly. Funds are diversified both by asset class and within asset class in accordance with the following guidelines: 60%-70% in equity securities, alternate investments and real estate, and 30%- 40% in fixed income funds (bonds and cash equivalents).

The Organization has chosen not to manage its underlying assets directly, but utilizes independent investment managers to do so. The Finance and Investment Committee of the Organization meets twice annually with the investment managers to review and discuss the management of the Endowment Funds.

The total fund balance is comprised of both marketable securities and other assets and liabilities of the Endowment Funds.

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NOTE 6 – ENDOWMENT FUNDS (CONTINUED)

Changes in the Organization’s Endowment Funds, by net asset classification, for the years ended December 31, 2019 and 2018 are summarized as follows:

Description	2019		
	Board Designated Without Donor Restrictions	Land Trust With Donor Restrictions	Total
Endowment Fund, Beginning of Year	\$ 2,141,866	1,571,580	\$ 3,713,446
Investment Gain	391,067	280,490	671,557
Contributions	-	93,473	93,473
Appropriation of Assets for Expenditure	(80,000)	(56,619)	(136,619)
Endowment Funds, End of Year	\$ 2,452,933	1,888,924	\$ 4,341,857

Description	2018		
	Board Designated Without Donor Restrictions	Land Trust With Donor Restrictions	Total
Endowment Fund, Beginning of Year	\$ 2,344,041	1,647,722	\$ 3,991,763
Investment Loss	(122,175)	(113,955)	(236,130)
Contributions	-	87,770	87,770
Appropriation of Assets for Expenditure	(80,000)	(49,957)	(129,957)
Endowment Funds, End of Year	\$ 2,141,866	1,571,580	\$ 3,713,446

Although substantially all of the assets of the Endowment Fund are invested in marketable securities, the category Marketable Securities on the balance sheet also includes Certificates of Deposit with original maturities over 90 days and funds collected as part of the Crossroads Campaign but not yet spent.

NOTE 7 – ACCOUNTS AND PLEDGES RECEIVABLE

Accounts and long-term pledges receivable consist of the following amounts due to the programs and funds noted below:

	Accounts Receivable	
	2019	2018
Land Policy and Planning	\$ 50,000	\$ -
Land Trust Endowment Funds	8,652	17,952
Clean Water Program	54,793	59,730
Land Conservation Program	12,150	10,400
Other	25,000	32,500
Total	\$ 150,595	\$ 120,582

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NOTE 7 – ACCOUNTS AND PLEDGES RECEIVABLE (CONTINUED)

	Long-Term Accounts Receivable	
	<u>2019</u>	<u>2018</u>
Land Conservation Program, Net	\$ 28,560	\$ 37,620
Land Policy and Planning, Net	48,780	-
Total	<u>\$ 77,341</u>	<u>\$ 37,620</u>

During 2018, the Organization launched the “Crossroads Campaign” with a goal of \$7 million, with \$3 million in donations and \$4 million in planned gifts. At the close of the campaign in 2019, the Organization exceeded its goals with \$3.6 million in donations and \$4.6 million in planned gifts. Of the \$3,558,379 in donations, \$2,922,496 was received in cash, marketable securities and real property. The remaining pledges receivable are due as follows:

	Pledges Receivable	
	<u>2019</u>	<u>2018</u>
Due in 2018	\$ -	\$ 20,500
Due in 2019	75,198	323,542
Due in 2020	406,273	340,545
Due in 2021	145,937	67,195
Due in 2022	8,475	8,000
	<u>635,883</u>	<u>759,782</u>
Less Discount to Net Present Value of 2.5% per year	(3,967)	(11,367)
Less Allowance for Doubtful Accounts	(12,000)	-
Campaign Pledges Receivable, Net	<u>619,916</u>	<u>748,415</u>
Less Current Portion	(481,472)	(344,042)
Portion Included in Long-Term Campaign Pledges Receivables Net	<u>\$ 138,444</u>	<u>\$ 404,373</u>

The carrying amount of campaign pledges approximate fair value because the pledges have been discounted to present value. Also, the organization has recorded a \$12,000 allowance for doubtful accounts.

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NOTE 7 – ACCOUNTS AND PLEDGES RECEIVABLE (CONTINUED)

During 2018, the Organization also received a \$50,000 pledge from Daniel-Mickel Foundation for a Critical Lands Grant. The grant is to be received over a period of five years. The remaining grant receivable is due as follows:

	2019	2018
Due in 2019	\$ -	\$ 10,000
Due in 2020	10,000	10,000
Due in 2021	10,000	10,000
Due in 2022	10,000	10,000
Due in 2023	10,000	10,000
	<u>40,000</u>	<u>50,000</u>
Less Discount to Net Present Value of 2.5% per year	(1,440)	(2,380)
Critical Lands Grant Receivable, Net	<u>38,560</u>	<u>47,620</u>
Less Current Portion Included in Accounts Receivable	(10,000)	(10,000)
Portion Included in Long-Term Accounts Receivable, Net	<u>\$ 28,560</u>	<u>\$ 37,620</u>

During 2019, the Organization also received a \$150,000 pledge from the Jolley Foundation for a Shaping Growth in Greenville County grant. The grant is to be received over a period of three years. The remaining grant receivable is due as follows:

	2019
Due in 2020	\$ 50,000
Due in 2021	50,000
	<u>100,000</u>
Less Discount to Net Present Value of 2.5% per year	(1,220)
Critical Lands Grant Receivable, Net	<u>98,780</u>
Less Current Portion Included in Accounts Receivable	(50,000)
Portion Included in Long-Term Accounts Receivable, Net	<u>\$ 48,780</u>

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NOTES TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2019 AND 2018

NOTE 8 – FUNDS WITH DONOR RESTRICTIONS

Grants with donor restrictions received in 2019 and 2018 are comprised of the following:

Major Grants	2019	2018
Shaping Growth - Greenville, net discount	\$ 237,046	\$ 75,640
Tyger River Section 319 Grant	78,153	83,639
Oconee County Land Conservation	75,000	500
Sea Change - Energy and Pipeline Initiatives	45,000	50,254
Lake Keowee Watershed-Based Plan	26,435	-
3&20 Creek Section 319 Grant	21,376	30,232
Saving Lake Greenwood	7,000	-
Reconnecting People with Rivers	4,122	12,715
Campaign for Critical Lands, net discount	940	47,620
Bike Share	-	30,000
Other Grants		
Other Land Policy And Planning Restricted Grants	27,000	-
Upstate Voice for SC Energy Efficiency	15,000	-
Land Trust Restricted Grants	11,000	25,000
Citizen Planning Academies	10,000	-
Miscellaneous	14,000	13,300
Jones Gap & Paris Mountain Conservation	-	20,000
Missing Middle Affordable Housing	-	14,000
Conservation Bank Funding	-	7,000
	<u>\$ 572,072</u>	<u>\$ 409,900</u>

In 2019, the Organization completed work under two major grants, continues work under seven major grants and received one additional major grant. The work funded by these major grants is described below.

Lake Keowee Watershed-Based Plan – New

The Organization is a sub-grantee of the Lake Keowee Source Protection Team’s \$49,000, DHEC reimbursement grant. The Organization will prepare a watershed-based plan for two sub-watersheds of the Keowee River-Lake Keowee and the Little River. The watershed-based plan will identify sources of bacteria, sediment, and biological pollutants in these basins and devise strategies to mitigate these pollutants and improve water quality.

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NOTES TO FINANCIAL STATEMENTS

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NOTE 8 – FUNDS WITH DONOR RESTRICTIONS (CONTINUED)

Lake Keowee Watershed-Based Plan – New (Continued)

The table below details the annual and grant to date activity. In addition to the \$26,435 in total grants below, there is \$22,565 available in unearned reimbursement grant funds.

	Inception Through 12/31/17	2018	2019	Total
Grants	\$ -	-	26,435	\$ 26,435
Direct Expenses	-	-	26,435	26,435
Change in Net Assets	\$ -	-	-	\$ -

Shaping Growth in Greenville – In Progress

Since 2017, the Organization has received \$408,905 to promote land use planning and policy in Greenville County and its municipalities. One of the objectives is to facilitate land use policy training for local government staff & officials, practitioners and citizens highlighting land-use solutions likely to address issues related to affordable housing, public transportation and sprawl. Another objective is to provide grassroots organization and assistance to empower Greenville County citizens in the land use planning process. Grants were awarded as follows:

<u>Grantors</u>	<u>Total Grants</u>
Jolley Foundation	\$ 240,000
Hollingsworth	150,000
New Belgium	5,000
Community Foundation	5,000
Greenville Housing Fund	5,000
Other Grants	3,905
Total	\$ 408,905

The table below details the annual and grant to date activity.

	Inception Through 12/31/17	2018	2019	Total
Grants	\$ 95,000	75,640	238,265	\$ 408,905
(Discount Long Term Receivable)	-	-	(1,219)	(1,219)
Fund Transfers in	-	1,948	-	1,948
Direct Expenses	673	57,509	120,439	178,621
Change in Net Assets	\$ 94,327	20,079	116,606	\$ 231,012

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NOTES TO FINANCIAL STATEMENTS

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NOTE 8 – FUNDS WITH DONOR RESTRICTIONS (CONTINUED)

Oconee County Land Conservation and Stewardship – In Progress

Since 2017, the Organization has been awarded \$125,500 to expand land conservation outreach, strengthen conservation stewardship, and form cost-sharing partnerships in Oconee County, South Carolina. A listing of the grants follows:

<u>Grantors</u>	<u>Total Grants</u>
Pete and Sally Smith Foundation	\$ 125,000
Lake Kowee Source Water Protection team	500
Total	\$ 125,500

The table below details the annual and grant to date activity.

	<u>Inception Through 12/31/17</u>	<u>2018</u>	<u>2019</u>	<u>Total</u>
Grants	\$ 50,000	500	75,000	\$ 125,500
Direct Expenses	243	39,059	8,797	48,099
Change in Net Assets	\$ 49,757	(38,559)	66,203	\$ 77,401

Sea Change – In Progress

Since 2017, the Organization has been awarded grants in the amount of \$144,300 to support Upstate Forever's pipeline and renewable energy policy initiatives, reauthorization of the South Carolina Conservation bank and wetland mitigation across the state. These efforts included working with a broad coalition to bring about statewide policy change supporting clean energy and development of a 4-part webinar series entitled "Natural Gas Pipelines 101 - What You Need to Know Before One Comes Through Your Community".

<u>Grantors</u>	<u>Total Grants</u>
Turner Foundation	\$ 50,000
Oak Hill	94,300
Other Income	254
Total	\$ 144,554

The table below details the annual and grant to date activity.

	<u>Inception Through 12/31/17</u>	<u>2018</u>	<u>2019</u>	<u>Total</u>
Grants	\$ 49,300	50,000	45,000	\$ 144,300
Other income	-	254	-	254
Direct Expenses	4,713	91,554	44,912	141,179
Transfer in from Unrestricted funds		2,730	8,027	10,756
Change in Net Assets	\$ 44,587	(38,570)	8,114	\$ 14,131

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NOTE 8 – FUNDS WITH DONOR RESTRICTIONS (CONTINUED)

Tyger River Implementation Project (Section 319 Grant) - In Progress

The Organization has received \$77,000 from local water districts and \$343,454 from the South Carolina Department of Health and Environmental Control (DHEC) to implement the recommendations from our completed watershed-based plan for three sub-watersheds of the Tyger River Basin to reduce nonpoint source pollution in this region. Partnering with three local water districts, the Organization is working to install a variety of implementation measures (e.g., septic system repairs, livestock fencing, drip irrigation, conservation easements) to reduce bacteria, sediment and nutrient pollution in the watersheds over a three-year period. The local grants and DHEC government reimbursement grants are listed as follows:

<u>Grantors</u>	<u>Total Grants</u>
Department of Health and Environmental Control – Watershed Base Plan	\$ 40,939
Department of Health and Environmental Control – Implementation Plan	302,515
Greer Commission of Public Works (CPW)	32,000
Startex Jackson Welford Duncan Water District (SJWD)	30,000
Woodruff Roebuck Water District (WRWD)	15,000
Total	\$ 420,454

The table below details the annual and grant to date activity. In addition to the \$184,333 in total grants below, there is an additional \$236,121 available in unearned reimbursement grant funds.

	<u>Inception Through 12/31/17</u>	<u>2018</u>	<u>2019</u>	<u>Total</u>
Total Grants	\$ 22,541	83,639	78,153	\$ 184,333
Direct Expenses	15,208	36,902	77,906	130,016
Transfer in from other funds		931	858	1,789
Change in Net Assets	\$ 7,333	46,737	1,105	\$ 56,106

Campaign for Critical Lands – In Progress

In 2017 and 2018, the Organization received \$130,000 in grants to provide financial support for closing conservation easements. Through a partnership with Furman University, the Organization has identified and mapped the most critical lands that influence water quality in the Upstate region. Conserving these areas with voluntary conservation easements will protect our drinking water supply, build capacity for future growth, and conserve the lands needed to support the region’s burgeoning local food economy.

<u>Grantors</u>	<u>Total Grants</u>
Greenville Women Giving	\$ 80,000
Daniel-Mickel Foundation	50,000
Total	\$ 130,000

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NOTE 8 – FUNDS WITH DONOR RESTRICTIONS (CONTINUED)

Campaign for Critical Lands – In Progress (Continued)

The table below details the annual and grant to date activity.

	Inception Through 12/31/17	2018	2019	Total
Grants	\$ 80,000	50,000	-	\$ 130,000
(Discount Long Term Receivable)	-	(2,380)	940	(1,440)
Direct Expenses	5,706	24,940	8,205	38,851
Change in Net Assets	\$ 74,294	22,680	(7,265)	\$ 89,709

Reconnecting People to Rivers Initiative Grants – In Progress

In 2014, the Organization launched a multi-year initiative to reconnect people to rivers. Coordinating with stakeholders throughout the region, the initiative created blueway maps and coordinated a statewide website highlighting river recreation and paddling opportunities. Additionally, it helped to develop the SC Adopt-a-Stream volunteer water quality monitoring program to engage citizens in the health of local rivers and provide much needed water quality data. The Organization has raised \$334,593 including a \$100,000 challenge grant from the Callie and John Rainey Foundation and a \$95,000 reimbursement grant from SC Department of Natural Resources (DNR) to fund this work.

The table below details the annual and grant to date activity. In addition to the \$290,798 in total revenue below, there is an additional \$46,161 available in unearned reimbursement grant funds from SCDNR. The ending balance of \$858 was transferred to another clean water project.

	Inception Through 12/31/17	2018	2019	Total
Grants	\$ 267,847	12,716	4,122	\$ 284,685
Other income	6,113	-	-	6,113
Total Revenue	273,960	12,716	4,122	290,798
Total Expenses	253,116	32,702	4,122	289,940
Transfer out to Tyger Implementation			(858)	(858)
Change in Net Assets	\$ 20,844	(19,986)	(858)	\$ -

Saving Lake Greenwood – In Progress

Since 2016, the Organization received \$97,000 in grants from FujiFilm Manufacturing U.S.A., Inc., and \$11,337 in other income to improve water quality throughout the Reedy River and Lake Greenwood. The work includes:

- Participation in the Reedy River Water Quality Group, a comprehensive stakeholder effort focused on reducing nutrient levels throughout the Reedy River watershed.
- Advocating to improve development and land use regulations to reduce pavement requirements and allow for low impact development/green infrastructure storm water solutions.
- Producing easy-to-understand report cards for major rivers and lakes across the Upstate to address water quality conditions and concerns.

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NOTE 8 – FUNDS WITH DONOR RESTRICTIONS (CONTINUED)

Saving Lake Greenwood – In Progress (Continued)

- Coordinating educational events to draw public interest in the value of healthy rivers and lakes.
- Installing hydration stations in downtown Greenwood to encourage use of reusable water bottles.

The table below details the annual and grant to date activity.

	Inception Through 12/31/17	2018	2019	Total
Grants	\$ 90,000	-	7,000	\$ 97,000
Other income	9,677	97	1,563	11,337
	99,677	97	8,563	108,337
Direct Expenses	44,927	24,425	22,555	91,907
Change in Net Assets	\$ 54,750	(24,328)	(13,992)	\$ 16,430

Watershed-Based Plan and Implementation for the Three and Twenty Creek (Section 319 Grant) – Completed

In 2018, the Organization received a \$46,608 reimbursable grant from the South Carolina Department of Health and Environmental Control (DHEC) and \$5,000 from Anderson Regional Joint Water System to prepare a watershed-based plan for Three and Twenty Creek, in the Savannah River Basin. The plan targets bacteria, sediment and nutrient pollution from nonpoint sources and devises strategies to mitigate the threats and improve water quality. The local grant and the DHEC reimbursable grant are listed below:

<u>Grantors</u>	<u>Total Grants</u>
Department of Health and Environmental Control (DHEC)	\$ 46,608
Anderson Joint Regional Water District (AJRWD)	5,000
Total	\$ 51,608

The project was successfully completed in 2019; the net deficit was covered with unrestricted funds.

The table below details the annual and grant to date activity.

	Inception Through 12/31/17	2018	2019	Total
Grants	\$ -	30,232	21,376	\$ 51,608
Direct Expenses		26,705	25,198	51,903
Change in Net Assets	\$ -	3,527	(3,822)	\$ (295)

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NOTE 8 – FUNDS WITH DONOR RESTRICTIONS (CONTINUED)

Bike Share Program - Completed

Since 2012, the Organization has been awarded several grants to purchase, install and operate a bike share system in Greenville as follows:

<u>Grantors</u>	<u>Total Grants</u>
Greenville Health System ("GHS")	\$ 380,000
Greenville Transit Authority ("GTA")	129,658
Greenville County Department of Parks, Recreation and Tourism District ("GCPRT")	35,000
Other Grants	24,375
Total	\$ 569,033

The system, launched in 2013, provided alternative transportation to workers, residents, and visitors in downtown areas.

After six years of operating the Greenville bike share system, the organization decided to give up the reins as bike share operator. The program ceased operation in November 2019 and transferred ownership of the equipment to the manufacturer, BCycle, LLC in January 2020. BCycle LLC is considering operating the program themselves in Greenville. See Note 16 for further discussion.

The table below details the annual and grant to date activity.

	<u>Inception Through 12/31/17</u>	<u>2018</u>	<u>2019</u>	<u>Total</u>
Revenue				
Grant from GTA	\$ 129,658	-	-	\$ 129,658
Grant from GHS	350,000	30,000	-	380,000
Grant from GCPRT	35,000	-	-	35,000
Grants - Other	24,375	-	-	24,375
Total Grants	539,033	30,000	-	569,033
Bike Share Memberships and Sponsorships	144,368	33,843	29,433	207,644
In-Kind Contribution	31,270	-	-	31,270
Net Transfers	(748)	-	-	(748)
Total Support and Revenue	713,923	63,843	29,433	807,199
Direct Expenses	470,265	93,770	93,463	657,498
Change in Net Assets	\$ 243,658	(29,927)	(64,030)	\$ 149,701

Included in the change in total net assets is the net value of the bike share equipment at December 31, 2019 of \$106,897 and the remaining cash balance.

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NOTE 8 – FUNDS WITH DONOR RESTRICTIONS (CONTINUED)

South Pacolet Watershed Area Long Range Plan - Completed

In 2017, the Organization received a \$25,000 grant from Spartanburg Water to develop a streamlined and cost-effective plan to protect the North and South Pacolet Watersheds. The project focused on identifying and prioritizing land that, if developed, would have a disproportionate impact on water quality and was completed in 2018.

The table below details the annual and grant to date activity.

	Inception Through 12/31/16	2017	2018	Total
Grants	\$ -	25,000	-	\$ 25,000
Direct Expenses	-	12,608	12,392	25,000
Change in Net Assets	\$ -	12,392	(12,392)	\$ -

Preserving Our Natural and Rural Heritage - Completed

In 2017, the Organization received a \$25,000 grant from the Daniel Mickel Foundation to preserve our natural heritage. The program includes educating local Greenville County leaders on the results of the Shaping Our Future study with the ultimate goal of improving land use policies to protect our most critical natural resources. The project was successfully completed in 2018; the net deficit was covered with unrestricted funds.

The table below details the annual and grant to date activity.

	Inception Through 12/31/16	2017	2018	Total
Grants	\$ -	25,000	-	\$ 25,000
Direct Expenses	-	14,499	11,386	25,885
Change in Net Assets	\$ -	10,501	(11,386)	\$ (885)

Mary Black Active Communities 2018 – Completed

In October 2017, the Organization received a \$50,075 grant from the Mary Black Foundation to build capacity at a grassroots level and among elected/appointed officials and public-sector staff to transform built-environments in Spartanburg County and create places where residents can safely and conveniently integrate physical activity and healthy eating into daily life routines. The grant period is from November 1, 2017 to October 31, 2018. The project was successfully completed in 2018; the net deficit was covered with unrestricted funds.

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NOTE 8 – FUNDS WITH DONOR RESTRICTIONS (CONTINUED)

Mary Black Active Communities 2018 – Completed (Continued)

The table below details the annual and grant to date activity.

	Inception Through 12/31/16	2017	2018	Total
Grants	\$ -	50,075	-	\$ 50,075
Direct Expenses	-	5,759	44,775	50,534
Change in Net Assets	\$ -	44,316	(44,775)	\$ (459)

South Carolina Conservation Bank - Completed

The Organization did not receive funds from the South Carolina Conservation Bank (SCCB) in 2019 nor 2018. In May of 2018 the SCCB was made a permanent state agency and has been reorganizing, it is anticipated that new applications will be submitted in 2020.

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NOTES TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2019 AND 2018

NOTE 8 – FUNDS WITH DONOR RESTRICTIONS (CONTINUED)

Total Funds with Donor Restrictions

The Organization has remaining balances in the following funds with donor restrictions as of December 13, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
<u>Major Grants</u>		
Shaping Growth - Greenville	\$ 231,013	\$ 114,406
Bike Share	149,701	213,730
Oconee County Land Conservation	77,401	11,198
Tyger River Section 319 Grant Match	56,106	55,000
Campaign for Critical Lands	89,709	96,973
Quality of Life Initiative	22,174	-
Saving Lake Greenwood	16,430	30,422
Sea Change - Energy and Pipeline Initiatives	14,131	5,599
Planning Academies	7,553	-
3&20 Section 319 Grant	-	3,527
Reconnecting People with Rivers	-	858
<u>Other Grants</u>		
Land Trust Endowment Funds (see note 6)	674,837	440,966
North Main Park	125,531	130,815
North Saluda Watershed	115,654	115,654
Barr Family Pledge, Water Programs	85,112	100,000
Oconee Forever	15,007	15,166
Cornell Bird	5,000	-
Land Trust Restricted Grants	-	21,381
Rockerfeller Pipelines	-	5,568
100 and Counting	-	2,204
Rocky River	-	22,948
Jones Gap & Paris Mountain Conservation	-	12,479
Missing Middle Affordable Housing	-	619
Miscellaneous	7,327	7,556
Total	<u>\$ 1,692,686</u>	<u>\$ 1,407,069</u>

Transfers Between Funds

The Organization transferred \$329,202 and \$56,642 from funds without donor restrictions to donor-restricted funds to cover program activities for the years ended December 31, 2019 and 2018, respectively. Included in the 2019 transfer is \$318,680 of campaign funds in support of campaign initiatives.

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NOTES TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2019 AND 2018

NOTE 9 – LAND HELD FOR RESALE

In fiscal year 2019, the Organization was gifted 115 acres of property in Oconee County. The majority of the property has a conservation easement on it which is held by Oconee County Soil and Water District. The Organization has conservatively valued this asset at the tax value (\$501,300), and it has no significant carrying costs associated with the property. The property was listed for sale in November 2019.

NOTE 10 – PROPERTY, EQUIPMENT AND DEPRECIATION

A summary of property and equipment is as follows:

	<u>2019</u>	<u>2018</u>
Property	\$ 833,097	\$ 833,097
Furniture	18,235	10,912
Equipment	8,256	8,256
Bike Share Equipment	<u>289,320</u>	<u>289,320</u>
Total Property and Equipment	1,148,908	1,141,585
Less Accumulated Depreciation	<u>(413,388)</u>	<u>(364,446)</u>
Property and Equipment, Net	<u>\$ 735,520</u>	<u>\$ 777,139</u>

NOTE 11 – LEASE OBLIGATIONS

On February 15, 2017, the Spartanburg office moved to new rental space at \$1,028 per month. The lease expired in February 2020, and the new monthly rate is \$1,091. Rent expense was \$12,625 and \$12,340 for the years ending December 31, 2019 and 2018, respectively.

NOTE 12 – CONTINGENCIES

The Organization is dependent upon grants, contracts, and contributions. The Organization must apply for renewals of grants and contracts. Funding is subject to increases or decreases at the discretion of the contractors, grantors or donors.

The Organization's costs incurred under its governmental grants are subject to audit by government agencies. Management believes that disallowance of costs, if any, would not be material to the financial position or changes in net assets of the Organization.

NOTE 13 – CONSERVATION EASEMENT INSURANCE

The Organization is enrolled with the TerraFirma Risk Retention Group LLC, which provides insurance coverage for enforcement and defense of conservation easements under the terms of that policy.

NOTE 14 – CONCENTRATION OF MEMBER CONTRIBUTIONS

In 2019, the Organization received 55.95% of its total unrestricted campaign pledges, contributions and membership revenues from five members. In 2018, the Organization received 64.07% of its total unrestricted campaign pledges, contributions and membership revenues from three members.

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NOTES TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2019 AND 2018

NOTE 15 – CONSERVATION EASEMENTS

At December 31, 2019, the Organization had conservation easements on 123 sites in upper South Carolina and western North Carolina. A summary of conservation easements signed in 2019 and 2018 is as follows:

<u>County/State</u>	<u>Easement Acreage</u>	<u>Value Paid / Estimated Value of Development Rights Relinquished</u>
Balance at December 31, 2017	21,130	\$ 91,505,746
Greenville, Pickens, Cherokee, and Oconee Counties, South Carolina		
Total Easements Completed 2018	<u>893</u>	<u>3,921,086</u>
Balance at December 31, 2018	22,023	95,426,832
Greenville, Oconee, Cherokee, Polk and Union Counties, South Carolina		
Total Easements Completed 2019	<u>1,623</u>	<u>3,812,604</u>
Grand Total at December 31, 2019	<u>23,646</u>	<u>\$ 99,239,436</u>

NOTE 16 – SUBSEQUENT EVENTS

In January 2020, the Organization transferred ownership of its Bike Share Program to BCycle, LLC as BCycle, LLC is considering operating the program themselves in Greenville. Per the agreement, the transfer includes all assets related to the Bike Share Program, including bikes, dock stations, etc. As a result of the transfer of the BikeShare assets to a new operator in January 2020, the Organization will recognize a loss of approximately \$107,000 on this transfer in fiscal year 2020.

On March 11, 2020, the World Health Organization declared the outbreak of a coronavirus (COVID-19) a pandemic. The COVID-19 outbreak in the United States has resulted in a significant impact on the financial markets. The Organization’s marketable securities were affected by significant decline in the equity markets but is well-positioned with adequate cash reserves to weather the storm and continue all operations and program activities. At the current time, there is no material effect to the organization to continue to fund operations at full capacity. The Organization is adapting to the new culture of business and reaching members and grantors. As of March 18, 2020, the total marketable securities were valued approximately as \$5,100,303.

The financial statements were issued on March 18, 2020 and subsequent events have been evaluated through that date.

2021 Budget, Total Restricted and Unrestricted	With Donor Restrictions	Without Donor Restrictions	Total 2021 Budget
Ordinary Revenue/Expense			
Revenue			
Interest Income	0	17,000	17,000
Contributions Income	6,000	75,000	81,000
Special Events	0	0	0
Grants	409,428	0	409,428
Membership Dues	0	450,000	450,000
Miscellaneous Income	0	800	800
Program Fees	15,500	4,000	19,500
Total Revenue	430,928	546,800	977,728
Fund Transfer/In			
Fund Transfer/In		0	0
Transfer-in Marjorie Schmidt	267,800	152,813	420,613
Transfer-in Campaign	200,212	150,000	350,212
Fund Transfer/In - Endowments	50,000	80,000	130,000
Total Fund Transfer/In	518,012	382,813	900,825
Total Funds Available	948,940	929,613	1,878,553
Expense			
Payroll Costs			
Salaries	689,685	574,535	1,264,220
Employee Benefits	40,691	33,898	74,589
Payroll Tax Expense	52,761	43,952	96,713
Payroll Service	0	4,000	4,000
Total Payroll	783,137	656,384	1,439,522
Allocation of Overhead	104,686	97,590	202,275
Allocation Trnsfd Out	0	(202,275)	(202,275)
Conservation Easements	120,000	0	120,000
Consultants	75,562	129,000	204,562
Computer	13,140	27,166	40,306
Insurance	0	25,000	25,000
Meeting and Conference Expenses	15,250	5,000	20,250
Organizational Dues	3,950	2,300	6,250
Other Event Expenses	0	0	0
Printed Materials	2,547	37,240	39,787
Repairs and Maintenance	2,501	13,860	16,361
Sponsorship Expenses	2,500	2,250	4,750
Supplies and Equipment	3,306	9,700	13,006
Telecommunications	800	18,560	19,360
Travel	16,732	3,300	20,032
Other Expenses			
Accounting	0	14,000	14,000
Advertising	2,000	2,000	4,000
Bank Charges	0	3,000	3,000
Copier	0	5,860	5,860
Education/Training	1,750	21,000	22,750
Licenses and Fees	1,351	550	1,901
Postage & Mailing	3,327	10,225	13,552
Records Mgmt	0	1,500	1,500
Rent	0	12,648	12,648
Special Event Expenses	8,500	23,500	32,000
Subscriptions	510	250	760
Taxes	0	500	500
Utilities	0	6,550	6,550
Total Other Expenses	17,438	101,583	119,021
Total Expense	1,161,549	926,658	2,088,207
Net Ordinary Income	-212,609	2,955	-209,654
2020 Carry-Over into 2021	465,042	0	465,042
2021 Net Income	252,433	2,955	255,388

Management	Fundraising	Total
\$ 75,934	\$ 302,176	\$ 378,109