



access to and from the Property or the inability to exercise the contemplated use of the Property as conservation property; the use of the Property for other than conservation purposes or for purposes incompatible with the permanent conservation of the Property; and failure to comply with any of the requirements of the Conservation Bank Ordinance.

3. Naturaland Trust agrees to indemnify and reimburse the County and the Conservation Bank in an amount up to the total of the Grant Funds used to acquire the Property in the event the interests in the Property are extinguished, terminated, sold, transferred, assigned, alienated, or converted and can not be replaced as required by the Conservation Bank Ordinance.
4. Naturaland Trust agrees to notify the Conservation Bank of any intended transfer of the Property or any part or interest thereof.
5. Naturaland Trust agrees that the Conservation Bank shall have the unilateral authority to prohibit the transfer of the Property, if the Conservation Bank determines that the proposed transfer of the Property will threaten the permanent conservation of the Property.
6. Naturaland Trust shall maintain title insurance to indemnify and reimburse the County and the Conservation Bank in an amount up to the total of the Grant Funds for issues related to the title to the Property and to maintain funds sufficient to indemnify and reimburse the County and the Conservation Bank in an amount up to the total of the Grant Funds in the event that title insurance is unavailable, for any reason, or if the issues are unrelated to title to the Property.
7. This Agreement shall bind Naturaland Trust, its 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.
8. 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.
9. This Grant Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

The foregoing being acceptable to the parties, each so signifies by executing this Grant Agreement below.

Oconee County

[Handwritten Signature]  
Signature

Witness: [Handwritten Signature]

By: Amanda FBrock  
Amanda Brock

Witness: Ladale V Price

Its: Administrator

Date: 1/8/2021

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF Oconee )

ACKNOWLEDGEMENT

I, Madeline Compton, a Notary Public, do hereby certify that Oconee County, by and through its duly-authorized signatory, Amanda Brock, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN TO AND SUBSCRIBED  
before me this 8 day of January, 2021.

Madeline Compton (SEAL)  
notary signature  
print notary name Madeline Compton  
Notary Public for SC  
My commission expires: August 14, 2030



The foregoing being acceptable to the parties, each so signifies by executing this Grant Agreement below.

Naturaland Trust

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

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

By: \_\_\_\_\_  
Mac Stone  
Its: Executive Director

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

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

STATE OF SOUTH CAROLINA   )  
  )  
COUNTY OF GREENVILLE     )

ACKNOWLEDGEMENT

I, \_\_\_\_\_, a Notary Public, do hereby certify that **Naturaland Trust**, by and through its duly-authorized signatory, Mac Stone, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN TO AND SUBSCRIBED  
before me this 29<sup>th</sup> day of December, 2020

\_\_\_\_\_  
(SEAL)  
notary signature  
print notary name John Kehl  
Notary Public for SC  
My commission expires: 11/21/21

Oconee County  
Conservation Bank  
Board

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

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

E-mail:  
[ksmith@oconeesc.com](mailto:ksmith@oconeesc.com)

Laura Havran,  
Treasurer  
District I

Andrew Smith  
Chairman  
District II

Deryl Ryan Keese  
Secretary  
District III

Marvin Prater  
District IV

VACANT  
District V

Emily Hitchcock  
Vice-Chair  
At-Large

VACANT  
At-Large



RATIFICATION OF MODIFICATIONS TO  
GRANT APPLICATION AND GRANT APPROVAL

On December 10, 2019, the Oconee County Conservation Bank Board approved Upstate Forever's application for a grant to put a conservation easement on and transfer in fee simple the 155.56 acre Whetstone Creek Preserved from the Estate of William D. Lyles to The Naturaland Trust. The Oconee County Council subsequently approved the grant award to Upstate Forever for \$66,100.00. On February 10, 2020, Upstate Forever accepted the awards and has until February 9, 2021, to close the transaction.

As described in the grant application, the Naturaland Trust has negotiated a tentative purchase agreement with the United States Forest Service to eventually transfer the property to the USFS for inclusion in the Sumter National Forest, Andrew Pickens District. However, the USFS will not accept properties that are encumbered by a conservation easement.

The purpose of this letter is to ratify the change in plans for the permanent conservation of the property and to approve the transfer of the property without the requirement that Upstate Forever, the Naturaland Trust, and/or the Estate of William D. Lyles place a conservation easement on the property.

The Oconee County Conservation Bank Board will require that the Naturaland Trust enter into a grant agreement with the OCCB to address the contingency that the proposed transfer to the USFS does not occur and to obtain the final approval of the OCCB prior to the transfer to the USFS.

IN WITNESSETH HEREOF:

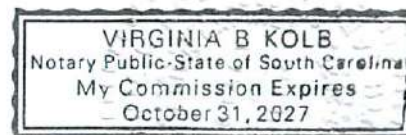
BY: UPSTATE FOREVER

Caitlyn Gardner

SCOTT PARK, Director of Land  
Conservation

Sworn and subscribed this 10<sup>th</sup> day of December 2020.

Virginia B. Kolb  
Notary Public  
My Commission Expires:





Oconee County  
Conservation Bank  
Board

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

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

E-mail:  
[ksmith@oconeesc.com](mailto:ksmith@oconeesc.com)

Laura Havran,  
Treasurer  
District I

Andrew Smith  
Chairman  
District II

Deryl Ryan Keese  
Secretary  
District III

Marvin Prater  
District IV

VACANT  
District V

Emily Hitchcock  
Vice-Chair  
At-Large

VACANT  
At-Large



IN WITNESSETH HEREOF:

Cathy G. Giddens

[Signature]

BY: NATURALAND TRUST

[Signature]

MAC STONE, Executive Director

Sworn and subscribed this 10<sup>th</sup> day of December 2020.

Virginia B. Kolb

Notary Public

My Commission Expires:

VIRGINIA B KOLB  
Notary Public State of South Carolina  
My Commission Expires  
October 31, 2027

IN WITNESSETH HEREOF:

Jonda C. Popham

Katie M. Brown

BY: OCONEE COUNTY  
CONSERVATION BANK

[Signature]  
JULIAN DAVIS, III, Chair

Sworn and subscribed this 4 day of January 2020.

Wendie Compton

Notary Public

My Commission Expires: August, 14 2030



Oconee County  
Conservation Bank  
Board

Oconee County  
Administrative Offices  
415 South Pine Street  
Walhalla, SC 29691  
Phone: 864-718-1023  
Fax: 864 718-1024

E-mail:  
[ksmith@oconeesc.com](mailto:ksmith@oconeesc.com)

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Marvin Prater  
District IV

VACANT  
District V

Emily Hitchcock  
Vice-Chair  
At-Large

VACANT  
At-Large



IN WITNESSETH HEREOF:

BY: NATURALAND TRUST

MAC STONE, Executive Director

Sworn and subscribed this \_\_\_ day of \_\_\_\_\_ 2020.

Notary Public  
My Commission Expires:

IN WITNESSETH HEREOF:

BY: OCONEE COUNTY  
COUNCIL

Shonda C. Poppen

Katie M. Brown

JULIAN DAVIS, III, Chair

Sworn and subscribed this 4 day of January 2020.

Madin Compton  
Notary Public

My Commission Expires: August 14, 2030

IN WITNESSETH HEREOF:

BY: OCONEE COUNTY  
CONSERVATION BANK

[Signature]

ANDREW J. SMITH, Chair

Sworn and subscribed this 15 day of December 2020.

S. Bolton  
Notary Public

My Commission Expires: 2/25/30



**PUBLISHER'S AFFIDAVIT**

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: Oconee County Conservation Bank Board Meetings

**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 02/08/2023 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  
02/08/2023



\_\_\_\_\_  
Jessica Wells  
Notary Public  
State of South Carolina  
My Commission Expires November 13, 2030



Jessica Lee Wells  
NOTARY PUBLIC  
State of South Carolina  
My Commission Expires  
November 13, 2030



**CLAIMANTS**  
 MUST file  
 #371ES with  
 Ocone  
 of which is  
 WALHALLA,  
 (8) months  
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 or within  
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 CPC 62-3-  
 persons shall  
 their claims.

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 ents on the  
 #371ES)  
 address of  
 the claim,  
 date when  
 ue, the na-  
 as to the

claim, and a description of any security as to the claim.

Estate: Clyde Ronald Hicks  
 Date of Death: 11/14/2022  
 Case Number: 2023ES3700010  
 Personal Representative:  
 Suzanne F. Hicks  
 Address: 201 Winding Oaks Dr.,  
 Seneca, SC 29672

Estate: Verna Mae Hunnicutt  
 Date of Death: 10/31/2022  
 Case Number: 2023ES3700056  
 Personal Representative:  
 Lindsey O. Graham  
 Address: P.O. Box 486  
 Seneca, SC 29679  
 Attorney, if applicable: Richard  
 H. McDuff, Attorney at Law  
 Address: 119B Professional  
 Park Dr., Seneca, SC 29678

Estate: Ruby Maxine Hicks  
 Date of Death: 01/12/2023  
 Case Number: 2023ES3700058  
 Personal Representative:  
 Melissa R. Towe  
 Address: 215 Arcadia Dr.,  
 Anderson, Sc 29621

Estate: Donald Brisbane Johnson  
 Date of Death: 12/17/2022  
 Case Number: 2023ES3700100  
 Personal Representative:

Diane M. Digiovanni  
 Address: 220 Teakwood Dr.,  
 Bayville, NJ 08721  
 Attorney, if applicable: Scott  
 C. Allmon  
 Address: 1606 Blue Ridge Blvd.,  
 Seneca, SC 29672

Estate: Billy Avera Barker  
 Date of Death: 09/21/2022  
 Case Number: 2022ES3700720  
 Personal Representative:  
 Jean Perrin  
 Address: 261 Barker Ln.,  
 Seneca, SC 29678

Estate: Barbara Jean  
 Martin Barker  
 Date of Death: 10/03/2022  
 Case Number: 2022ES3700752  
 Personal Representative:  
 James W. Barker  
 Address: 231 Crestwood Dr.,  
 Salem, SC 29676

Notice is hereby given that the undersigned will sell for cash, at an ONLINE public auction on Thursday, February 16th, 2023, at 11:00am AT STOP GETREASURES.COM. Please note: THIS AUCTION IS NOT IN PERSON. PLEASE DO NOT SHOW UP TO OUR PHYSICAL LOCATION. ALL

**AUCTION PARTICIPANTS MUST SIGN UP AND BID ONLINE.**

Flex Storage  
 640 Business Park Drive  
 Seneca, SC 29678

-342: Amy Mcmillan.  
 640 Business Park Drive,  
 Seneca, SC 29678  
 Contents: Furniture,  
 Boxes, Clothing

-552: Doyle Hoover.  
 100 Gail Ct, Apt 58,  
 Seneca, SC 29672  
 Contents: Furniture, Boxes,  
 Clothing, Storage Bins

The Oconee County Conservation Bank Board will meet at 9 a.m. on the following dates in Oconee County Council chambers located at 415 S. Pine St, Walhalla, SC unless otherwise advertised:

- March 14, 2023
- April 4, 2023
- May 2, 2023
- August 8, 2023
- September 5, 2023
- November 14, 2023
- December 5, 2023
- February 2, 2024

# WALHALLA BUSINESS DIRECTORY

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- Drainage
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**PUBLISHER'S AFFIDAVIT**

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: Council Meetings

**BEFORE ME** the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 01/06/2023 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch  
General Manager

Subscribed and sworn to before me this  
01/06/2023



Jessica Wells  
Notary Public  
State of South Carolina  
My Commission Expires November 13, 2030



Jessica Lee Wells  
NOTARY PUBLIC  
State of South Carolina  
My Commission Expires  
November 13, 2030



**LEGAL S**

The Oconee County Council will meet in 2023 on the first and third Tuesday of each month with the following exceptions:

• July & August meetings, which will be only on the third Tuesday of each of these months;

• December meeting, which will be only the first Tuesday of the month. All Council meetings, unless otherwise noted, are held in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina.

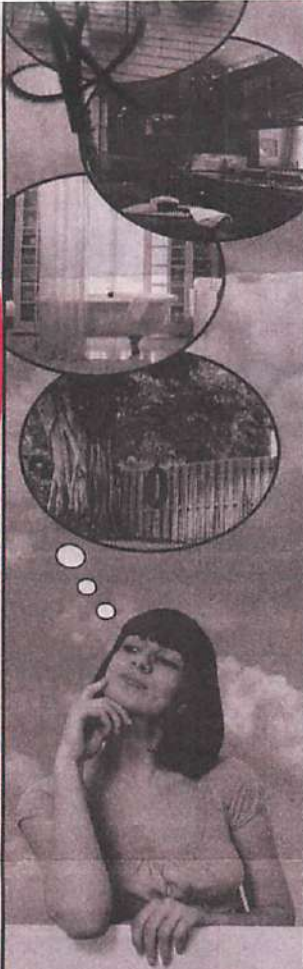
Oconee County Council will also hold a Planning Retreat beginning at 9:00 a.m. on Friday, February 24, 2023 in Council Chambers to establish short and long term goals. Oconee County Council will also meet on Tuesday, January 2, 2024 in Council Chambers at which point they will establish their 2024 Council and Committee meeting schedules.

Oconee County Council will also hold a Budget workshop on Friday, March 24, 2023 in Council Chambers.

Additional Council meetings, workshops, and/or committee meetings may be added throughout the year as needed.

Oconee County Council Committees will meet in 2023 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health, & Welfare Committee at 4:30 p.m. on the following



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# Oconee County Council

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

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

E-mail:  
[jennifercadams@oconeesc.com](mailto:jennifercadams@oconeesc.com)

John Elliott  
Chairman  
District I

District II

Don Mize  
District III

Julian Davis, III  
Chairman Pro Tem  
District IV

J. Glenn Hart  
District V



The Oconee County Council will meet in 2023 on the first and third Tuesday of each month with the following exceptions:

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The Law Enforcement, Public Safety, Health, & Welfare Committee at 4:30 p.m. on the following dates: February 21, May 16, July 18, September 19, 2023.

The Transportation Committee at 4:30 p.m. on the following dates: February 21, May 16, July 18, September 19, 2023.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: March 21, June 6, August 15, & October 17, 2023.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 21, June 6, August 15, & October 17, 2023.

The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: February 24 [Strategic Planning Retreat] & March 24 [Budget Workshop] and 4:30 p.m. on the following dates: March 7, April 18, & May 2, 2023.



## 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)