



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: April 30, 2024

Month Opening Balance	\$381,385.18
DEPOSITS	
Reinvestments [Interest]	\$1,731.51
EXPENDITURES	
	NONE
BALANCE IN ACCOUNT AS OF PERIOD ENDING DATE	\$383,116.69

Report Submitted by: _____
Taylor Howard
Oconee County Conservation Bank Board Treasurer

Oconee County, South Carolina
County Council - #704

Oconee County Conservation Bank Board

Date	Paid To	Check #	\$\$	Balance	% Remain
5/22/2019	Beginning Balance			\$ 589,168.13	
5/31/2019	Reinvestment		\$ (406.65)	\$ 589,574.78	100.1%
6/30/2019	Reinvestment		\$ (1,214.95)	\$ 590,789.73	100.3%
7/31/2019	Reinvestment		\$ (1,213.15)	\$ 592,002.88	100.5%
8/31/2019	Reinvestment		\$ (1,145.54)	\$ 593,148.42	100.7%
9/30/2019	Reinvestment		\$ (1,061.07)	\$ 594,209.49	100.9%
10/31/2019	Reinvestment		\$ (1,049.05)	\$ 595,258.54	101.0%
11/30/2019	Reinvestment		\$ (940.93)	\$ 596,199.47	101.2%
12/4/2019	Withdrawal - Cliff's Timber LLC		\$ 58,000.00	\$ 538,199.47	91.3%
12/31/2019	Reinvestment		\$ (851.12)	\$ 539,050.59	91.5%
1/31/2020	Reinvestment		\$ (827.98)	\$ 539,878.57	91.6%
2/29/2020	Reinvestment		\$ (747.66)	\$ 540,626.23	91.8%
3/31/2020	Reinvestment		\$ (725.97)	\$ 541,352.20	91.9%
4/30/2020	Reinvestment		\$ (622.39)	\$ 541,974.59	92.0%
5/31/2020	Reinvestment		\$ (460.95)	\$ 542,435.54	92.1%
6/15/2020	Withdrawal - Gary Lyle		\$ 45,000.00	\$ 497,435.54	84.4%
6/30/2020	Reinvestment		\$ (321.88)	\$ 497,757.42	84.5%
7/28/2020	Withdrawal - Chapman Bridge		\$ 88,000.00	\$ 409,757.42	69.5%
7/31/2020	Reinvestment		\$ (192.23)	\$ 409,949.65	69.6%
8/31/2020	Reinvestment		\$ (119.33)	\$ 410,068.98	69.6%
9/30/2020	Reinvestment		\$ (93.74)	\$ 410,162.72	69.6%
10/31/2020	Reinvestment		\$ (72.81)	\$ 410,235.53	69.6%
11/30/2020	Reinvestment		\$ (57.03)	\$ 410,292.56	69.6%
12/23/2020	Withdrawal - Estate of William Lyles		\$ 66,100.00	\$ 344,192.56	58.4%
12/31/2020	Reinvestment		\$ (54.44)	\$ 344,247.00	58.4%

1/31/2021 Reinvestment	\$	(45.41)	\$ 344,292.41	58.4%
2/28/2021 Reinvestment	\$	(36.54)	\$ 344,328.95	58.4%
3/31/2022 Reinvestment	\$	(37.08)	\$ 344,366.03	58.4%
4/30/2021 Reinvestment	\$	(35.64)	\$ 344,401.67	58.5%
5/31/2021 Reinvestment	\$	(31.81)	\$ 344,433.48	58.5%
6/30/2021 Reinvestment	\$	(26.53)	\$ 344,460.01	58.5%
7/15/2021 Withdrawal - Peggy Moore	\$	10,000.00	\$ 334,460.01	56.8%
7/31/2021 Reinvestment	\$	(31.82)	\$ 334,491.83	56.8%
8/26/2021 Withdrawal - Taychoedah	\$	17,999.00	\$ 316,492.83	53.7%
8/31/2021 Reinvestment	\$	(29.28)	\$ 316,522.11	53.7%
9/30/2021 Reinvestment	\$	(27.07)	\$ 316,549.18	53.7%
10/31/2021 Reinvestment	\$	(27.90)	\$ 316,577.08	53.7%
11/30/2021 Reinvestment	\$	(29.19)	\$ 316,606.27	53.7%
12/13/2021 Withdrawal - Whetstone Hill	\$	11,499.00	\$ 305,107.27	51.8%
12/31/2021 Reinvestment	\$	(37.58)	\$ 305,144.85	51.8%
1/7/2022 Withdrawal - Crawford Mill	\$	26,000.00	\$ 279,144.85	47.4%
1/31/2022 Reinvestment	\$	(36.31)	\$ 279,181.16	47.4%
2/28/2022 Reinvestment	\$	(35.42)	\$ 279,216.58	47.4%
3/31/2022 Reinvestment	\$	(79.45)	\$ 279,296.03	47.4%
4/20/2022 Reinvestment	\$	(119.94)	\$ 279,415.97	47.4%
5/31/2022 Reinvestment	\$	(206.90)	\$ 279,622.87	47.5%
6/30/2022 Reinvestment	\$	(289.21)	\$ 279,912.08	47.5%
7/31/2022 Reinvestment	\$	(409.50)	\$ 280,321.58	47.6%
8/31/2022 Reinvestment	\$	(551.31)	\$ 280,872.89	47.7%
9/30/2022 Reinvestment	\$	(605.59)	\$ 281,478.48	47.8%
10/31/2022 Reinvestment	\$	(774.12)	\$ 282,252.60	47.9%
11/30/2022 Reinvestment	\$	(913.93)	\$ 283,166.53	48.1%
12/31/2022 Reinvestment	\$	(1,038.87)	\$ 284,205.40	48.2%
1/31/2023 Reinvestment	\$	(1,103.57)	\$ 285,308.97	48.4%
2/28/2023 Reinvestment	\$	(1,040.21)	\$ 286,349.18	48.6%
3/31/2023 Reinvestment	\$	(1,180.46)	\$ 287,529.64	48.8%
4/30/2023 Reinvestment	\$	(1,204.35)	\$ 288,733.99	49.0%
5/31/2023 Reinvestment	\$	(1,292.24)	\$ 290,026.23	49.2%
6/27/2023 Deposit / Naturaland Trust	\$	(74,341.00)	\$ 364,367.23	61.8%

6/30/2023 Reinvestment	\$ (1,319.80)	\$ 365,687.03	62.1%
7/31/2023 Reinvestment	\$ (1,684.43)	\$ 367,371.46	62.4%
8/30/2023 Reinvestment	\$ (1,744.00)	\$ 369,115.46	62.7%
9/30/2023 Reinvestment	\$ (1,700.59)	\$ 370,816.05	62.9%
10/31/2023 Reinvestment	\$ (1,775.79)	\$ 372,591.84	63.2%
11/30/2023 Reinvestment	\$ (1,739.39)	\$ 374,331.23	63.5%
12/31/2023 Reinvestment	\$ (1,804.42)	\$ 376,135.65	63.8%
1/31/2024 Reinvestment	\$ (1,792.31)	\$ 377,927.96	64.1%
2/29/2024 Reinvestment	\$ (1,671.76)	\$ 379,599.72	64.4%
3/31/2024 Reinvestment	\$ (1,785.46)	\$ 381,385.18	64.7%
4/30/2024 Reinvestment	\$ (1,731.51)	\$ 383,116.69	65.0%

**Oconee County
Conservation Bank Board
Donation List**

<u>DATE</u>	<u>DONOR NAME</u>	<u>AMOUNT</u>
December 6, 2012	Oconee Forever	\$1,200.00
March 7, 2013	Ms. Alice Wald	\$100.00
June 21, 2013	UNKNOWN	\$120.00
December 30, 2013	Paul & Karin Corbell	\$25.00
January 7, 2014	Oconee Forever	\$1,000.00
March 13, 2014	UNKNOWN	\$250.00
April 17, 2014	Richard Cain	\$100.00
November 26, 2014	Mt. Lakes Community Asso.	\$500.00
October 17, 2019	Frances Rundlett	\$200.00
December 27, 2019	Mt. Lakes Community Asso.	\$500.00
April 29, 2020	Rally in the Valley	\$1,150.00
December 15, 2020	Laura & Richard Havran	\$200.00
May 27, 2021	Upstate Historical Seekers	\$500.00
July 3, 2021	David & Ellen Plumpe	\$100.00
October 1, 2021	Horton Law Firm Wire Fee Reimbursement	\$20.00
October 7, 2021	Waterside Crossing	\$200.00
October 13, 2021	Derrick, Ritter, William, and Morris PA Wire	\$35.00
November 11, 2021	Mt. Lakes Community Asso.	\$500.00
December 7, 2021	Laura & Richard Havran	\$200.00
April 13, 2022	Olye Lombard	\$2,000.00
June 1, 2022	John and Nancy Johnston	\$100.00
December 5, 2022	Laura & Richard Havran	\$500.00
June 20, 2023	Naturaland Trust	\$3,900.00
June 26, 2023	Upstate Historical Seekers	\$300.00
	TOTAL =	\$13,700.00

OCONEE COUNTY CONSERVATION BANK GRANTS DISBURSED & EXPENSES

JUNE 30, 2022

PROJECT/OWNER; OWNER/EASEMENT HOLDER	GRANT	CLOSING	ACRES	RECIPIENT, APPLICANT	PURPOSE	CONSERVATION EASEMENT/FEE SIMPLE
Oconee Towne; SC DNR	\$9,567.33	6/5/2017	53.68	Upstate Forever, Naturaland Trust	History, Conservation, Public Access	Fee Simple
Jerry Powell; OSWCD	\$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; The Naturaland Trust	\$58,000.00	12/5/2019	195.60	Naturaland Trust	Conservation, Public Access	Fee Simple
Gary and Christy Lyle; OSWCD	\$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; The Naturaland Trust	\$88,000.00	7/29/2020	238.72	Naturaland Trust	Conservation, Public Access	Fee Simple
Elaine Morris Trust; UF	\$12,500.00	12/22/2020	26.26	Upstate Forever	Conservation	Conservation Easement
Whetstone Creek Preserve/Lyles Estate; Naturaland Trust	\$66,100.00	12/29/2020	155.56	Naturaland Trust	Working Farm, Conservation, Water Quality Protection	Fee Simple
Taychoedah/Dorothy Heger and Geary Hughes; UF	\$17,999.00	09/02/2021	42.02	Upstate Forever	Water Quality, Habitat Protection	Conservation Easement
Peggy Moore; OSWCD	\$10,000.00	10/07/2021	58.60	Oconee Soil & Water Conservation District	Working Farm, Water Quality Protection	Conservation Easement
Whetstone Hill/Ernest Lombard; UF	\$11,499.00	12/15/2021	38.10	Upstate Forever	Working Farm, Water Quality, Habitat Protection	Conservation Easement
Crawford Mill/; Foothills Farmstead	\$29,999.00	1/26/2022	40.09	The Foothills Farmstead	Working Farm, Water Quality, Historic Site, Habitat Protection	Fee Simple with Conservation Easement
Grants Disbursed, Cost per acre to OCCB, Acres protected	\$356,164.33	\$321.27/Ac	1108.62			
Expenses - Banking	\$224.54					
TOTAL EXPENDED	\$356,388.87					

OCONEE COUNTY CONSERVATION BANK REVENUE

JUNE 30, 2022

DONOR	AMOUNT	DATE
Duke Energy	\$618,000.00	2016
Individual and Organization Donations/Contributions	\$7,645.00	2012-2022
Interest	\$ 12,845.84	May 2019-April 2022
Total	\$638,490.84	

Conservation Bank Board

The Oconee County Conservation Bank Board (OCCB) was established to protect Oconee County lands with significant natural, cultural, and/or historic resources in the County that meet specific criteria by providing a financial incentive to willing landowners to convey either a conservation easement or fee simple title to eligible recipients. The Conservation Bank program will simultaneously protect valuable natural resources and private property rights.

If you would like to apply for a grant from the OCCB, please complete and file the [Application for Funding](#). All applicants are encouraged to review the OCCB's authorizing ordinance, Policies 001 and 003, and the Grant Agreement prior to filing an application. Failure to comply with the ordinance and the policies can result in a delay or denial of an application. The deadlines for submitting applications are April 1st, August 1st, and November 1st. Applications may be submitted to the OCCB by email to councilclerkinfo@oconeesc.com or by drop off at the Clerk to Council's office:

Pine Street Administrative Complex
415 South Pine St.
Walhalla, SC 29691

Board Forms:

- [Application for Funding](#)
- [Criteria Worksheet](#)
- [Evaluation Worksheet](#)
- [Grant Agreement](#)
- [Section 2-404 Form](#)

Board Authority:

- Oconee County Code of Ordinances, Sec. 2-398 through 2-409

Board Policies:

- [0001 Applicant Privacy](#)
- [0002 Bank Account](#)
- [0003 Grant Procedures](#)
- [0004 Letter Of Support](#)
- [0005 Property Interest Transfer](#)



UPSTATE
FOREVER

Fall Creek Headwaters

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

On behalf of April Childress and Joseph Tinsley

April 1, 2024



Jack Robert Photography



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: councilclerkinfo@oconeesc.com

Application Deadlines: April 1, August 1, November 1

SECTION I - General Property/Project Information

General Information

Property/Project Name: Fall Creek Headwaters

Property Address or Description of Location: 286 Red Mountain Road, Mountain Rest, SC 29664

Acquisition type: Fee Simple or Conservation Easement
Note that Applicant acquiring a fee simple property interest with grant funds must simultaneously place a conservation easement on the property.

Total monetary amount requested: \$ 35,000

Conservation Value of property? \$ 390,000

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

Landowner

Name Joseph Tinsley and April Childress

Mailing Address 286 Red Mountain Rd., Mountain Rest, SC 29664

Email Address jodytinsley1869@gmail.com

Cell Phone (864) 647-9058

Work Phone () _____

Home Phone () same as cell _____

Eligible OCCB Recipient ("Applicant") Seeking Funding

Name of Organization: Upstate Forever

Mailing Address 507 Pettigru St., Greenville, SC 29601

Contact Name Scott Park

Contact Email Address spark@upstateforever.org

Contact Cell Phone (864) 203-1944

Contact Work Phone (864) 250-0500 x 126

Organization EIN 57 - 10070433

Property Information

Parcel ID or TMS#: 102-00-01-013, 102-00-01-005, and 102-00-01-029

Plat Reference (*Plat Book/Page*) *S1-B1*: A492/6; A526/7-8; B801/5; P62/400; P62/401; & O8/160

Deed Reference (*Deed Book/Page*) *S1-B1*: 915/170; 940/269; 1035/42; & 1278/238

Current Zoning Classification: Control Free (CFD)

Total Acres: 108.25

Total Acres Forested: approximately 108 acres forested

Total Acres Cleared/Open/Pasture: none

Total Acres Wetlands: none

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

Approximately 2,000 linear feet on both sides of the source/headwaters of Fall Creek

Total Acres Farmed – List Farm Type, e.g. livestock, row crop: none

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 contains the headwater source of Fall Creek, which is a tributary of the Chattooga National Wild & Scenic River. In addition, this property is adjacent to the Andrew Pickens Ranger District of the Sumter National Forest. According to the Southeastern Conservation Blueprint, the property is a priority for reptile and amphibian conservation.

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

Section II - Mandatory Requirements/Submissions

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

- a. At the time of filing this application, the Applicant certifies that it notified all adjoining landowners and lessees of the property that:
- i. The Applicant is applying for funding from the OCCB and
 - ii. The adjoining landowners and lessees of the property have 30 days to submit comments to the OCCB regarding the application. *Attach a list of the adjoining landowners and lessees of the property, if any, with addresses. S2-A1*

yes no

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

- b. Applicant agrees that OCCB funds may not be used for endowments, monitoring, staffing, management, planning, or any costs not associated with the purchase.

yes no

- c. Applicant acknowledges that if no appraisal is attached and the Applicant is awarded a grant, a certified appraisal establishing the Fair Market Value of the Conservation Value and Property must be submitted prior to closing but no later than twelve (12) months of Oconee County Council approval and that the award shall be 10% of the Conservation Value in the Appraisal or the amount the Council awarded, whichever is less.

yes no N/A

- d. Applicant acknowledges that, if the attached appraisal is more than twelve (12) months old on the date County Council approves the award of a grant, a market analysis update covering the time period from the date of the original appraisal to the present in the form of a letter prepared and signed by the original appraiser must be submitted to the Board no later than thirty (30) days prior to the first scheduled Board meeting following the Council's decision and that the award shall be 10% of the Conservation Value in the market update letter or the amount the Council awarded, whichever is less n .

yes no N/A

e. If this is a fee simple acquisition project, Applicant agrees to be bound by the Grant Agreement and to place a conservation easement on the property at closing.

yes no N/A

f. 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 no greater than either \$30,000 or 10% of the Conservation Value, whichever is smaller.

yes no *If no, Applicant agrees to submit a certified environmental hazard assessment. S2-A5*

Signature of Applicant

Date

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

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

yes no

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

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

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

yes no

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

yes no

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

If there is a mortgage, Applicant 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 or conservation provisions in the deed.. S2-B4b.

Signature of Landowner Joseph (Jody) Childress Date 27 March, 24
Sworn and subscribed this 27 day of March 2024

Sherry Bennett
Notary Public for South Carolina
My Commission expires: 3-08-2033

* 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 Joseph Tinsley and April Childress

Mailing Address 286 Red Mountain Rd., Mountain Rest, SC 29664

Contact Name Jody Tinsley

Contact Email jodytinsley1869@gmail.com

Cell Phone (864)647-9058

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

Contact Name Scott Park

Contact Email spark@upstateforever.org

Cell Phone (864)203-1944

Work Phone (864) 250-0500 x 126

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:

30,108.753 South Carolina 4,702.979 Oconee County 863.0 Other

- 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 headwaters, high quality trout streams, and aquatic recreation resources used for fishing, paddling, or wading. All of our interests are protected with conservation easements.

- 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 Accreditation Commission. We steward our inventory of easements on an annual basis according to national Land Trust Alliance 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, we subscribe to Terrafirma, which helps insure our conservation easements from legal challenges. 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-five years of experience in conservation, particularly in land conservation through conservation easements, Upstate Forever maintains a keen focus on future operations with the establishment and maintenance of endowments that meet or exceed industry standards, focused on the perpetual stewardship of our inventory of easements. 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 no A draft conservation easement is attached.

Section IV - Conservation Criteria

1. Environmental Sensitivity

- a. Does the property contain or adjoin wetlands?

yes no

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

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

yes no

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

- c. Does the property contain or adjoin Water Classified as: No

(i) Outstanding Natural Resource Water
 (ii) Outstanding Resource Water
 (iii) Trout Water

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

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

yes no

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

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

yes no

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

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

yes no

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

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

yes no

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

yes no

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

- i. Are there any restoration plans for the property? *If yes, provide a description.*

S4-1i There are currently no restoration plans for the property but the conservation easement allows for restoration and enhancement activities, which Upstate Forever will encourage and support in the future.

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

The northern portion of the property shares nearly 1/2-mi of its boundary with the Andrew Pickens Ranger District of the Sumter National Forest.

0.45 mile/1.75 miles = approximately 25.7%

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

_____ 1%-25% X 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 X _____ 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 X _____ no

b. Public land? X _____ yes _____ no

John Mountain Rd. ends at the ridge line above the property inside the Sumter National Forest. The property is visible from this viewpoint.

If yes, provide supporting documentation. S4-6

7. Does the property provide one of the following?

a. Scenic View from the property? _____ yes X _____ no

b. Maintain Scenic Nature of the County? X _____ 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 directly adjacent to the Sumter National Forest. *Provide supporting documentation. S4-9a*

b. Proximity to municipality or community: The property is approximately 14.2 miles away from the City of Walhalla. *Provide supporting documentation. S4-9b*

10. Is there a threat of development?

yes no

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

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

108.25 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?

Fall Creek is a tributary of the Chattooga National Wild and Scenic River. Because Fall Creek originates on the subject property, protecting this property also significantly protects the water quality in one of the nation's premier recreation destinations.

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*

See attached draft Conservation Easement and Narrative.

14. Applicant agrees that the property interest acquired with grant funds (either fee simple or a conservation easement) can be transferred only to an Eligible Recipient and with the approval of the Board.

Signature: Scott Park Date: March 29, 2024

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 related attachments.

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

- a. Conservation Value \$ 390,000
- b. OCCB Request \$ 35,000
- c. Percent 9.0 % % (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.

On behalf of the Landowners, the Applicant has submitted a grant request to the Upstate Land Conservation Fund for \$15,000, and will submit a request to the SC Conservation Bank for \$115,000. Both requests are still pending at the time of this application. The landowners will donate the remainder of the conservation value making this a bargain sale conservation easement.

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

A grant from the Oconee Co. Conservation Bank will demonstrate local support for conservation efforts and help secure additional funding from the ULCF and SCCB to make this project a success. Furthermore, Upstate Forever is currently working with the USFWS through the Partners Program to help landowners actively restore and improve habitat on their properties. This property possesses habitat suitable for species at risk that might benefit from restoration activities through this program.

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

- a. \$ 323.32 Cost per acre of OCCB funds
- b. \$ 6,004.62 Fair market value per acre
- c. 5.4 % % (a ÷ b x 100 = _____ %)

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

Like many properties that limit development in favor of natural resource protection through a conservation easement, this project provides myriad economic benefits through the ecosystem services inherent in the property, including: water quality benefits, reduced flooding, carbon sequestration, and reduced traffic and need for improvements to infrastructure (e.g., sewer & water). In addition, this property and the conservation easement protects the potential for future recreational opportunities, primarily by protecting the water quality in the Chattooga River Watershed, a great source of recreation and tourism for Oconee County. Although over twenty years old, a 2001 study estimated the number of boating visitors to the Chattooga River at approximately 43,000 each year providing an economic boost to the area exceeding \$2.6 million annually (see <http://npshistory.com/publications/rtca/nri/chattooga.pdf>). Translating those numbers to 2024 dollars is the equivalent of \$4.6 million and that only considers boaters, leaving out other recreation tourism sectors like fishing, hiking and camping, wildlife viewing and photography, and more.

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

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

Fall Creek Headwaters

An Application Prepared for the Oconee County Conservation Bank

Project Summary

On behalf of April Childress and Joseph Tinsley (“Landowners”), Upstate Forever is pleased to present to the Oconee County Conservation Bank (OCCB) Board this 108.25-acre conservation easement project in the Chattooga River Watershed and Blue Ridge ecoregion of South Carolina. This project consists of three contiguous tracts (“Property”) located off Chattooga Ridge Road in the Mountain Rest community. Adjacent to the Andrew Pickens Ranger District of the Sumter National Forest, the Property contains both sides of the valley on the southern slopes of Old Field Mountain (2,055’) along the Chattooga Ridge with Red Mountain (1,051’) on the west and the ridge line of Old Field Mountain on the east. It is almost entirely wooded with a mixed pine and hardwood forest and includes approximately 2,000 linear feet on both sides of the headwaters of Fall Creek, a tributary of the Chattooga National Wild and Scenic River.

We respectfully request the Oconee County Conservation Bank to support the protection of this property through a bargain sale conservation easement with funding in the amount of \$35,000.

I. General Property and Project Information

The Landowners would like to grant a conservation easement on their Property to Upstate Forever. Keith Batson of Batson Company, Inc., prepared an appraisal for the Landowners in January of this year, which appraised the full market value of the Property at \$650,000, and the conservation easement at \$390,000. We are respectfully asking the Oconee County Conservation Bank (OCCB) to support a bargain sale conservation easement at \$35,000 – less than 10% of the conservation value of the property.

The Property is almost entirely wooded, consisting primarily of a mixed pine and hardwood forest, which buffers both sides of the source of Fall Creek, a tributary of the Chattooga National Wild and Scenic River just 3.5 miles away. According to the Southeast Conservation Adaptation Strategy (SECAS), this property ranks as a medium priority for conservation due to its intact habitat cores, resilient terrestrial sites, priority amphibian and reptile conservation areas, and South Atlantic forest bird habitat. In addition, the online Information for Planning and Consultation (“IPaC”) resource list provided by the US Fish and Wildlife Service (FWS) identifies several species that may benefit from the protection of the natural resources on the Property, including the northern long-eared bat (*Myotis septentrionalis*), tricolored bat (*Perimyotis subflavus*), monarch butterfly

(*Danaus plexippus*), small whorled pogonia (*Isotria medeoloides*), and smooth coneflower (*Echinacea laevigata*), plus at least five (5) migratory bird species of conservation concern.

Lastly, although over twenty years old, a 2001 study estimated the number of boating visitors to the Chattooga River at approximately 43,000 each year providing an economic boost to the area exceeding \$2.6 million annually (see: <http://npshistory.com/publications/rcca/nri/chattooga.pdf>). Translating those numbers to 2024 dollars is the equivalent of \$4.6 million and that only considers boaters, leaving out other recreation tourism sectors like fishing, hiking and camping, wildlife viewing and photography, and more.

Supporting Attachments:

- Excerpt from Appraisal
- Aerial map of Property showing Fall Creek
- Land cover map
- Map showing location of Property within Oconee County
- Plats of Survey
- SECAS Report

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, including our 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. At the time of this application, a certified environmental hazard assessment has not yet been ordered. However, one shall be conducted as required by both the OCCB and the SC Conservation Bank prior to closing and recording the conservation easement. 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 is a revolving credit, which will be closed and satisfied prior to closing, or subordinated to the conservation easement.

Supporting Attachments:

- List of Adjacent Landowners
- Example of Letter Mailed to Adjacent Landowners
- Copy of Revolving Credit Mortgage
- 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 30,000 acres in the Upstate of South Carolina with nearly 5,000 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, including headwaters, high quality trout streams, and aquatic recreation resources used for fishing, paddling, or wading.

We steward our inventory of easements on an annual basis according to national Land Trust Accreditation Commission 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 has the capacity to appeal to TerraFirma to help fund 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.

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 maintains a keen focus on future operations with the establishment and maintenance of endowments that meet or exceed industry standards, focused on the perpetual stewardship of our inventory of easements..

Supporting Attachments:

- Draft of Conservation Easement
- IRS Determination Letter
- Articles of Incorporation
- Excerpt from Most Recent Public Audit
- Budget for FY2024

IV. Conservation Criteria

The following conservation values will be protected by the easement:

- Significant natural areas containing relatively natural habitat of fish, wildlife, and/or plants associated with a mixed hardwood forest within the Riparian Buffers along approximately

2,000 linear feet of Fall Creek, a tributary of the Chattooga National Wild and Scenic River;
and

- Agricultural and forest land in close proximity to other conserved property, such as the Andrew Pickens Ranger District of the Sumter National Forest and Whetstone Hill and Fall Creek, conservation easements held by Upstate Forever.

Currently, two residences exist on the Property – one main residence and a rental cabin – with associated ancillary structures for storage purposes. While the Property consists of three legal parcels, no further subdivision is allowed except one tract, which may be subdivided one time into two tracts of at least thirty acres each to provide for a new single-family residence. Otherwise, no separate conveyance is allowed. The Landowners wish to retain the following development rights:

- Maintain, replace, and/or expand existing structures;
- Build one additional residential structure; and
- One subdivision is requested for the new residential structure.

The majority of the Property is covered by a mixed pine and hardwood forest with species typical of the Blue Ridge ecoregion, including Eastern hemlock (*Tsuga canadensis*), white oak (*Quercus alba*), red oak (*Quercus rubra*), tulip poplar (*Liriodendron tulipifera*), rhododendron (*Rhododendron maxima*), mountain laurel (*Kalmia latifolia*), and other trees. The presence of invasive species is uncommon but Chinese privet (*Ligustrum sinense*) was observed.

According to the Southeast Conservation Blueprint, Fall Creek Headwaters ranks as a medium priority for a connected network of lands and waters. Using a suite of natural and cultural resource indicators representing terrestrial, freshwater, and marine ecosystems, the connectivity analysis identifies corridors that link coastal and inland areas and span climate gradients. Based on this analysis, a conservation easement on the Property will make a significant impact by protecting intact habitat cores, resilient terrestrial sites, priority amphibian and reptile conservation areas, and South Atlantic forest bird habitat, including the Acadian flycatcher (*Empidonax virescens*).

In addition, the online Information for Planning and Consultation (“IPaC”) resource list provided by the US Fish and Wildlife Service (FWS) identifies several species that may benefit from the protection of the natural resources on the Property, including the northern long-eared bat (*Myotis septentrionalis*), tricolored bat (*Perimyotis subflavus*), monarch butterfly (*Danaus plexippus*), small whorled pogonia (*Isotria medeoloides*), and the smooth coneflower (*Echinacea laevigata*), plus at least five (5) migratory bird species of conservation concern may visit this area during breeding season. IPaC is a project planning tool that streamlines the USFWS environmental review process and provides information to assist in determining how activities may impact natural resources. According to the IPaC resource list provided by FWS for Fall Creek Headwaters,

Due to its adjacency to the Andrew Pickens Ranger District of the Sumter National Forest and significant conservation values, a conservation easement on this Property will restrict the

development potential in favor of natural resource protection, including a 100' buffer on the Fall Creek headwaters.

Supporting Attachments:

- Draft of Conservation Easement
- SECAS Report
- USFWS IPaC Report
- Hydrographic Map
- Map showing proximity of Property to other protected areas
- Location map showing proximity of Property to nearest municipality

V. Financial Criteria

Upstate Forever is a nationally accredited land trust with the Land Trust Accreditation Commission. We currently hold over 135 conservation easements in the Upstate protecting over 30,000 acres. Our stewardship endowment ensures that we have the finances to conduct annual stewardship visits in perpetuity, and we conduct voluntary financial audits to ensure that remains true year after year.

On behalf of the Landowners, Upstate Forever has submitted a grant request to the Upstate Land Conservation Fund for \$15,000 and will submit a request to the SC Conservation Bank for \$115,000. Both requests are still pending at the time of this application. The landowners will donate the remainder of the conservation value (\$225,000) making this a bargain sale conservation easement.

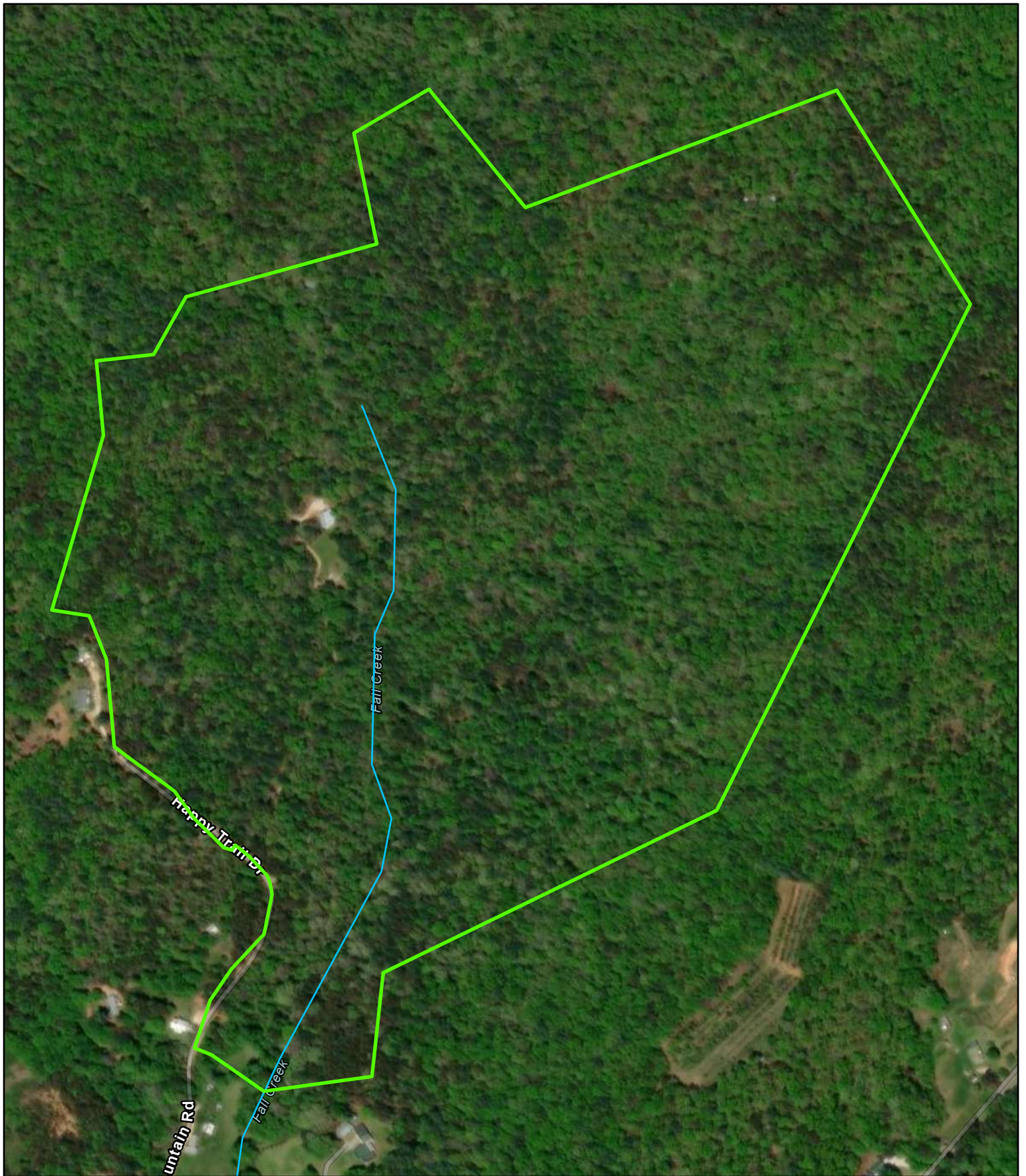
Given the appraised value of the property, this presents a unique opportunity for the County to invest in the protection of its natural resources. Further, this project provides other economic benefits to the County through the various ecosystem services ensured through the easement. Improved water quality, 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 FY2024

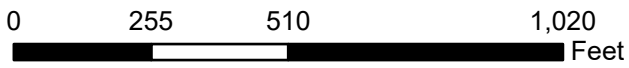
List of Attachments

- Excerpt from Appraisal
- Aerial map of Property showing Fall Creek
- Land Cover Map
- Location Map showing location of Property within Oconee County
- Plats of Survey
- SECAS Report
- List of Adjacent Landowners
- Example of Letter Mailed to Adjacent Landowners
- Copy of Revolving Credit Mortgage
- Draft of Conservation Easement
- IRS Determination Letter
- Articles of Incorporation
- Excerpt from Most Recent Public Audit
- Budget for FY2024
- USFWS IPaC Report
- Hydrographic Map
- Map showing proximity of Property to other protected areas
- Location Map showing proximity of Property to nearest municipality



LEGEND

- ▭ Property Boundary
- Streams

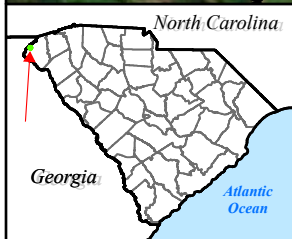
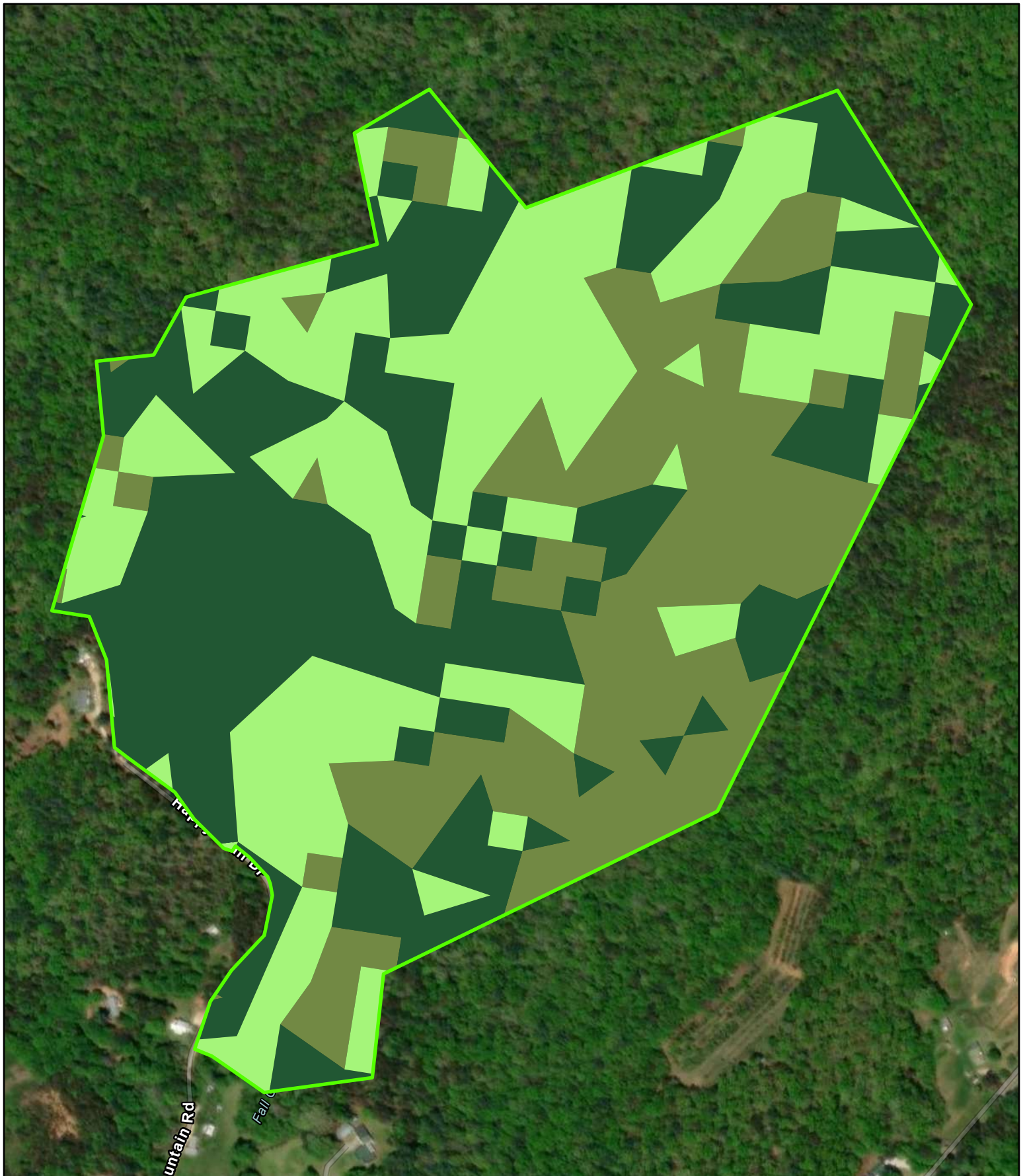


DISCLAIMER:

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.

Map by: KPH - 3/1/24





LEGEND

Property Boundary

LandCover

- Evergreen Forest (38.6%)
- Mixed Forest (32.7%)
- Deciduous Forest (28.7%)

0 255 510 1,020 Feet

N

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.

Map by: KPH - 3/1/24





LEGEND

- Property Boundary
- Streams
- 100-ft Stream Buffer
- 200-ft Stream Buffer

0 255 510 1,020
 Feet

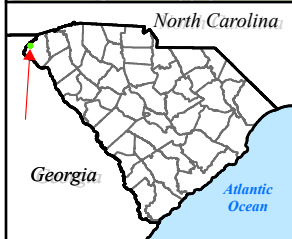
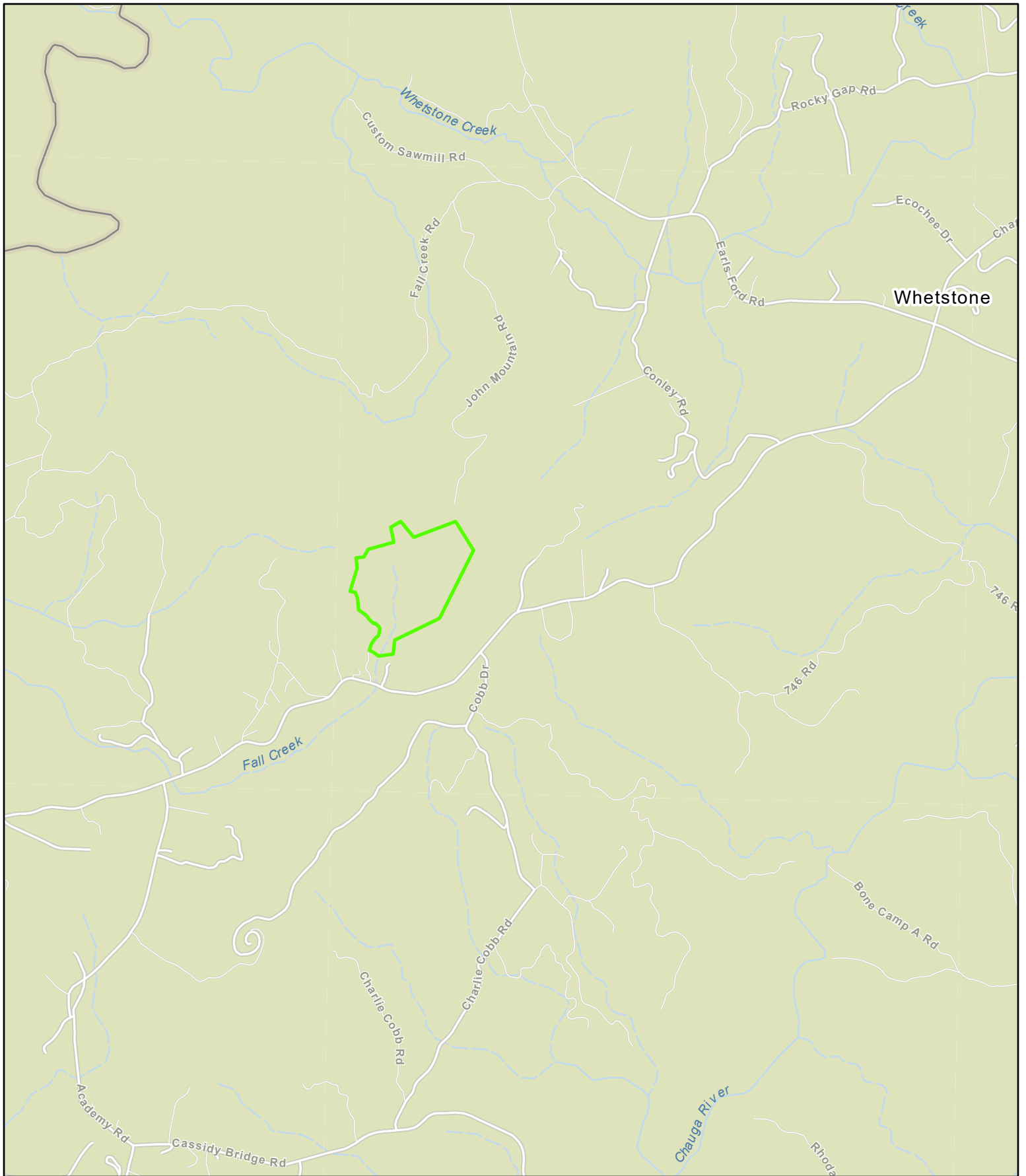
N

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.

Map by: KPH - 3/1/24





LEGEND

Property Boundary

0 0.3 0.6 1.2
 Miles

N

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.

Map by: KPH - 3/1/24





LEGEND

- Property Boundary
- Protected Lands

0 0.5 1 2
 Miles



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.

Map by: KPH - 3/1/24



Southeast Conservation Blueprint Summary

for Fall Creek Headwaters

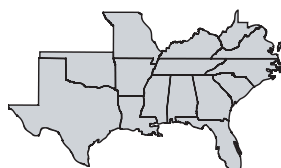
Created 03/18/2024

Table of Contents

About the Southeast Blueprint	3
Southeast Blueprint Priorities	4
Hubs and Corridors	6
Indicator Summary	8
Threats	19
Ownership and Partners	22
Credits	26

**The Southeast
Conservation
Adaptation Strategy**

SECAS



The Southeast Conservation Blueprint 2023

PR & USVI

[THIS PAGE INTENTIONALLY LEFT BLANK]

About the Southeast Blueprint

The Southeast Conservation Blueprint is the primary product of the [Southeast Conservation Adaptation Strategy](#) (SECAS). It is a living, spatial plan to achieve the SECAS vision of a connected network of lands and waters across the Southeast and Caribbean. The Blueprint is regularly updated to incorporate new data, partner input, and information about on-the-ground conditions.

The Blueprint identifies priority areas based on a suite of natural and cultural resource indicators representing terrestrial, freshwater, and marine ecosystems. A connectivity analysis identifies corridors that link coastal and inland areas and span climate gradients.

For more information:

- Visit the [Blueprint webpage](#)
- Review the [Blueprint 2023 Development Process](#)
- View and download the Blueprint data and make maps on the [Blueprint page of the SECAS Atlas](#)

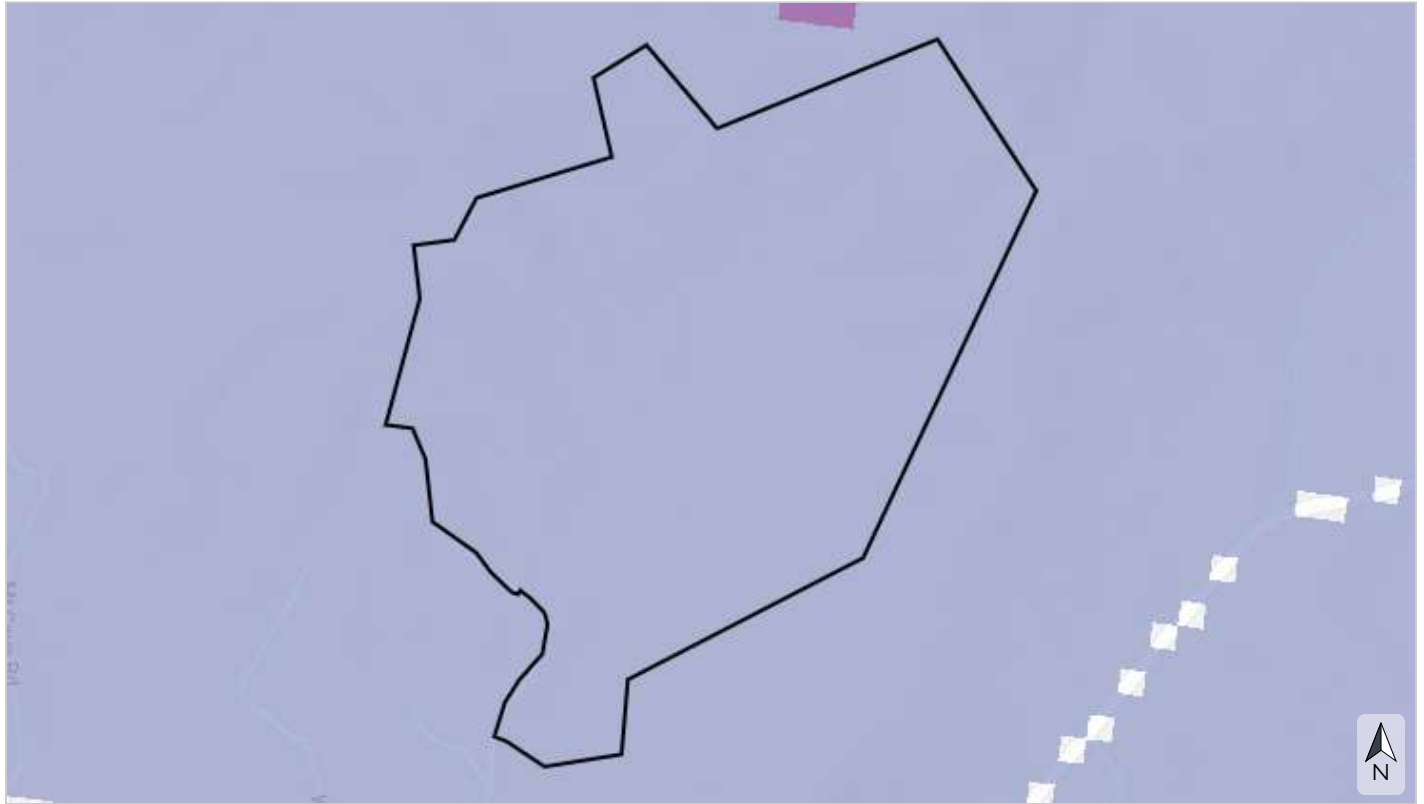
We're here to help!

- Do you have a question about the Blueprint?
- Would you like help using the Blueprint to support a proposal or inform a decision?
- Do you have a suggestion on how to improve the Blueprint? The Blueprint and its inputs are regularly revised based on input from people like you.
- Do you have feedback on how to improve the Simple Viewer interface?

If you need help or have questions, [contact Southeast Blueprint staff](#) by reaching out to a member of the user support team.

We're here to support you. We really mean it. It's what we do!

Southeast Blueprint Priorities







Basemap credits: © [Mapbox](#) © [OpenStreetMap](#) [Improve this basemap](#)

0.1 0.2 0.4 miles



Priorities for a connected network of lands and waters

-  Highest priority
-  High priority
-  Medium priority
-  Priority connections

Priority Categories

For a connected network of lands and waters

In total, Blueprint priorities and priority connections cover roughly 50% of the Southeast Blueprint geography.

Highest priority

Areas where conservation action would make the biggest impact, based on a suite of natural and cultural resource indicators. This class covers roughly 10% of the Southeast Blueprint geography.

High priority

Areas where conservation action would make a big impact, based on a suite of natural and cultural resource indicators. This class covers roughly 15% of the Southeast Blueprint geography.

Medium priority

Areas where conservation action would make an above-average impact, based on a suite of natural and cultural resource indicators. This class covers roughly 20% of the Southeast Blueprint geography.

Priority connections

Connections between priority areas that cover the shortest distance possible while routing through as much Blueprint priority as possible. This class covers roughly 5% of the Southeast Blueprint geography.

Table 1: Extent of each Blueprint priority category within Fall Creek Headwaters.

Priority Category	Acres	Percent of Area
Highest priority	0	0%
High priority	0	0%
Medium priority	98	100.0%
Priority connections	0	0%
Lower priority	0	0%
Total area	98	100%

Hubs and Corridors

The Blueprint uses a least-cost path connectivity analysis to identify corridors that link hubs across the shortest distance possible, while also routing through as much Blueprint priority as possible.

Inland hubs are large patches (~5,000+ acres) of highest priority Blueprint areas and/or protected lands, connected by inland corridors.



Basemap credits: © [Mapbox](#) © [OpenStreetMap](#) [Improve this basemap](#)



- Inland continental hubs
- Inland continental corridors
- Not a hub or corridor

Table 2: Extent of hubs and corridors within Fall Creek Headwaters.

Type	Acres	Percent of Area
Inland continental hubs	1.8	1.8%
Not a hub or corridor	96	98.2%
Total area	98	100%

Indicator Summary

Table 3: Terrestrial indicators.

Indicator	Present
East Coastal Plain open pine birds	-
Equitable access to potential parks	-
Fire frequency	-
Greenways & trails	-
Intact habitat cores	✓
Interior Southeast grasslands	-
Resilient terrestrial sites	✓
South Atlantic amphibian & reptile areas	✓
South Atlantic forest birds	✓
Urban park size	-

Table 4: Freshwater indicators.

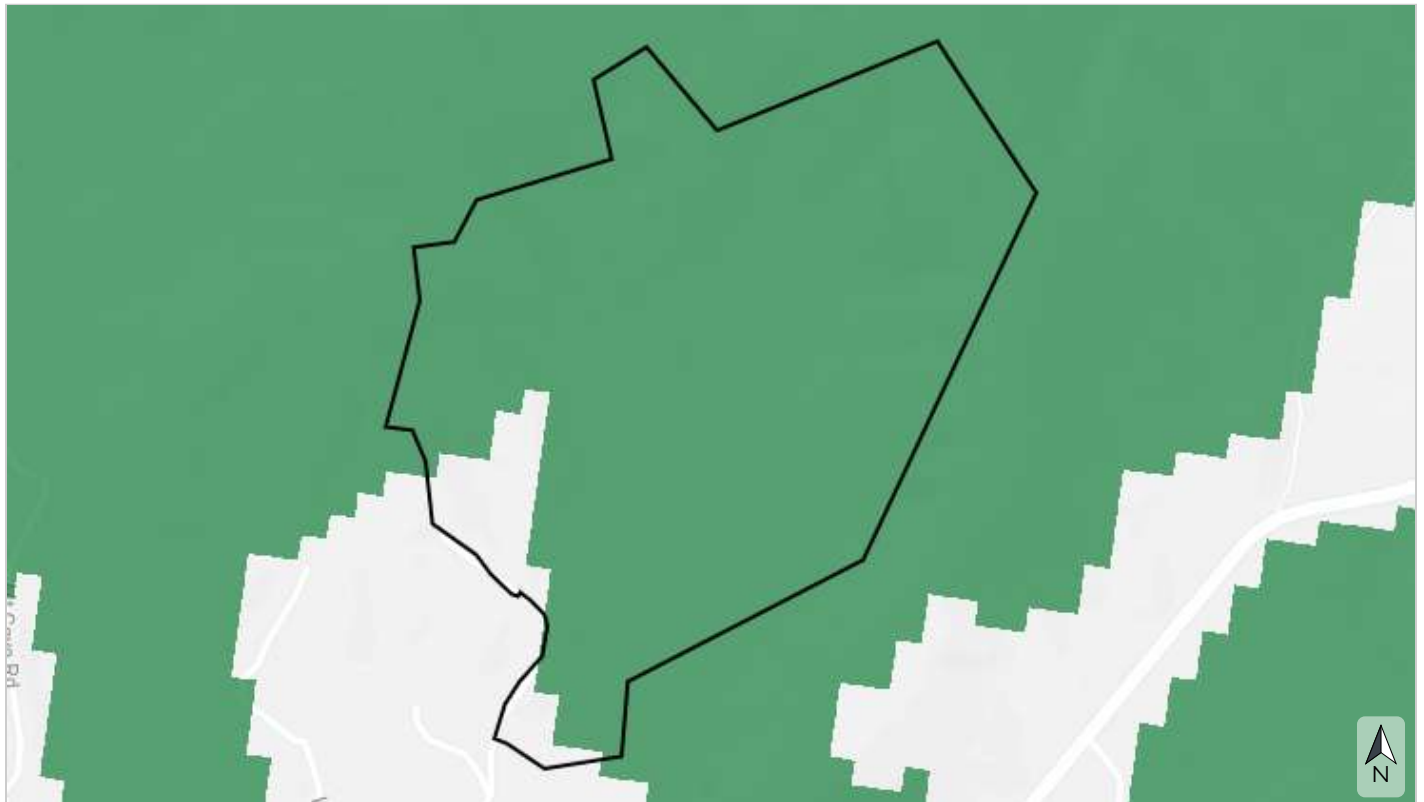
Indicator	Present
Atlantic migratory fish habitat	-
Imperiled aquatic species	-
Natural landcover in floodplains	-
Network complexity	-
Permeable surface	✓



Terrestrial

Intact habitat cores

This indicator represents the size of large, unfragmented patches of natural habitat. It identifies minimally disturbed natural areas at least 100 acres in size and greater than 200 meters wide. Large areas of intact natural habitat are important for many wildlife species, including reptiles and amphibians, birds, and large mammals. This indicator originates from Esri's green infrastructure data.



Basemap credits: © [Mapbox](#) © [OpenStreetMap](#) [Improve this basemap](#)

0.1 0.2 0.4 miles







-  Large core (>10,000 acres)
-  Medium core (>1,000-10,000 acres)
-  Small core (>100-1,000 acres)
-  Not a core

Table 5: Indicator values for intact habitat cores within Fall Creek Headwaters. Good condition thresholds reflect the range of indicator values that occur in healthy, functioning ecosystems.

	Indicator Values	Acres	Percent of Area	
↑ High	Large core (>10,000 acres)	0	0%	
	Medium core (>1,000-10,000 acres)	91	93.4%	
	Small core (>100-1,000 acres)	0	0%	↑ In good condition
↓ Low	Not a core	6.4	6.6%	↓ Not in good condition
	Total area	98	100%	

To learn more and explore the GIS data, [view this indicator in the SECAS Atlas](#).



Terrestrial

Resilient terrestrial sites

This indicator depicts an area's capacity to maintain species diversity and ecosystem function in the face of climate change. It measures two factors that influence resilience. The first, landscape diversity, reflects the number of microhabitats and climatic gradients created by topography, elevation, and hydrology. The second, local connectedness, reflects the degree of habitat fragmentation and strength of barriers to species movement. Highly resilient sites contain many different habitat niches that support biodiversity, and allow species to move freely through the landscape to find suitable microclimates as the climate changes. This indicator originates from The Nature Conservancy's Resilient Land data.



Basemap credits: © [Mapbox](#) © [OpenStreetMap](#) [Improve this basemap](#)



- Most resilient
- More resilient
- Slightly more resilient
- Average/median resilience
- Slightly less resilient
- Less resilient
- Least resilient
- Developed

Table 6: Indicator values for resilient terrestrial sites within Fall Creek Headwaters. A good condition threshold is not yet defined for this indicator.

	Indicator Values	Acres	Percent of Area
↑ High	Most resilient	0	0%
	More resilient	91	93.4%
	Slightly more resilient	3.1	3.2%
	Average/median resilience	0	0%
	Slightly less resilient	0	0%
	Less resilient	0	0%
	Least resilient	0	0%
↓ Low	Developed	3.3	3.4%
	Total area	98	100%

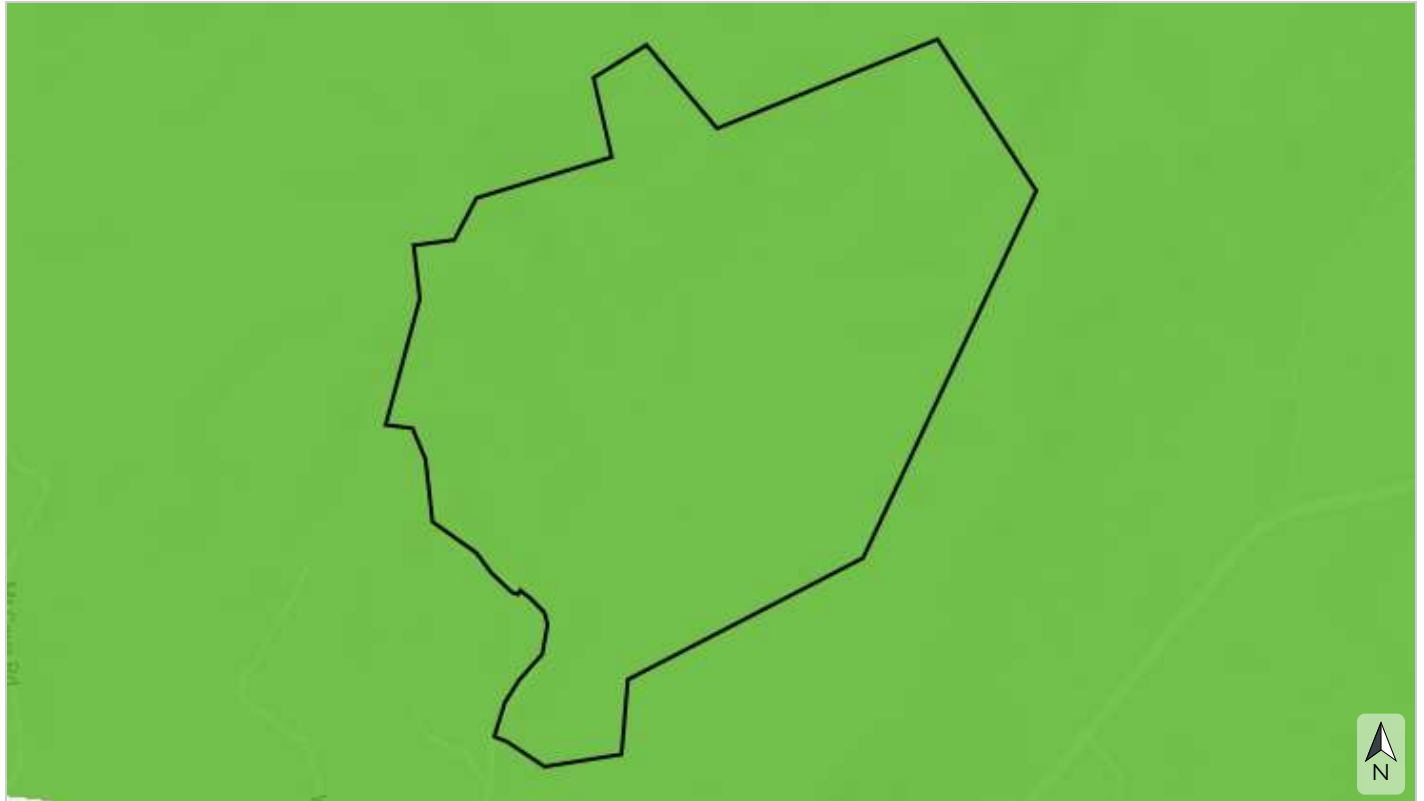
To learn more and explore the GIS data, [view this indicator in the SECAS Atlas](#).



Terrestrial

South Atlantic amphibian & reptile areas

This indicator represents Priority Amphibian and Reptile Conservation Areas (PARCAs) in the South Atlantic. PARCA is an expert-driven, nonregulatory designation that includes places capable of supporting viable amphibian and reptile populations, places occupied by rare or imperiled species, and places rich in biodiversity or species unique to that geographic area (i.e., endemism). Reptiles and amphibians are a critical part of the Southeast region's rich biodiversity and many populations are declining in the face of threats like habitat loss, invasive species, and climate change.



Basemap credits: © [Mapbox](#) © [OpenStreetMap](#) [Improve this basemap](#)




-  Priority Amphibian and Reptile Conservation Area (PARCA)
-  Not a Priority Amphibian and Reptile Conservation Area (PARCA)

Table 7: Indicator values for South Atlantic amphibian & reptile areas within Fall Creek Headwaters. A good condition threshold is not yet defined for this indicator.

	Indicator Values	Acres	Percent of Area
↑ High	Priority Amphibian and Reptile Conservation Area (PARCA)	98	100.0%
↓ Low	Not a Priority Amphibian and Reptile Conservation Area (PARCA)	0	0%
	Total area	98	100%

Priority Amphibian and Reptile Conservation Areas:

South Carolina Blue Ridge Escarpment

South Carolina’s Blue Ridge Escarpment is a region where the Blue Ridge Mountains meet the Atlantic Piedmont region. This region is characterized by high rainfall, lush cove forests, bare rocky cliffs, and numerous small streams and rivers. All of the known locations for the newly described patchnose salamander and dwarf blackbelly salamander, green salamander, federally threatened bog turtle, state endangered coal skink, timber rattlesnake, shovelnose salamander and seepage salamander are contained within this region.

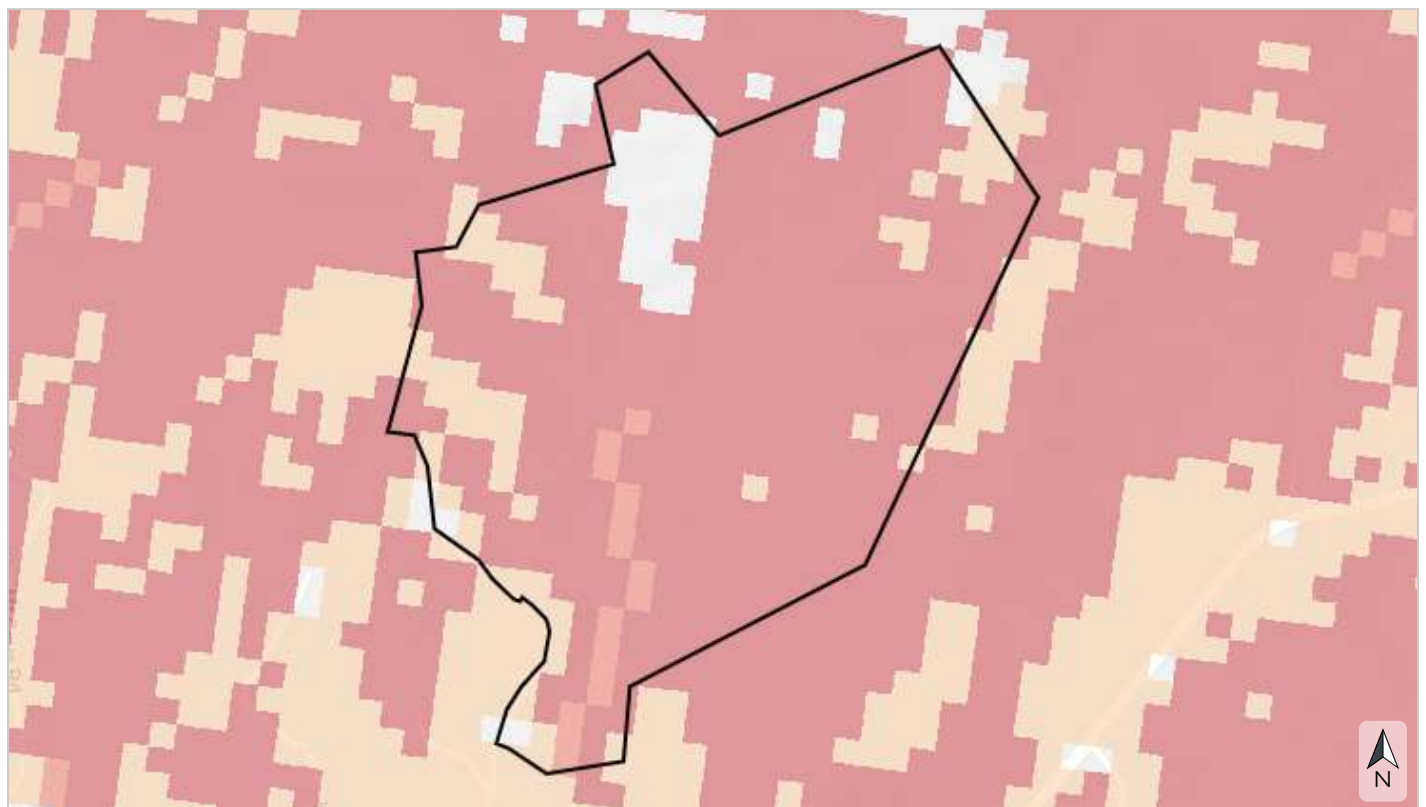
To learn more and explore the GIS data, [view this indicator in the SECAS Atlas](#).



Terrestrial

South Atlantic forest birds

This indicator is an index of habitat suitability for twelve upland hardwood and forested wetland bird species (wood thrush, whip-poor-will, American woodcock, red-headed woodpecker, Chuck-will's widow, hooded warbler, Kentucky warbler, Acadian flycatcher, Northern parula, black-throated green warbler, prothonotary warbler, Swainson's warbler) based on patch size and other ecosystem characteristics such as proximity to water and proximity to forest and ecotone edge. The needs of these species are increasingly restrictive at higher index values, reflecting better quality habitat. It originates from Southeast Gap Analysis Program and Designing Sustainable Landscapes bird habitat models.



Basemap credits: © [Mapbox](#) © [OpenStreetMap](#) [Improve this basemap](#)

0.1 0.2 0.4 miles



- Very large patches near water (potential for presence of Swainson's warbler)
- Large patches often near water (potential for presence of Northern parula, black-throated green warbler, or prothonotary warbler)
- Medium patches (potential for presence of Acadian flycatcher)
- Small patches often near water (potential for presence of hooded warbler or Kentucky warbler)
- Very small patches or near open areas (potential for presence of wood thrush, whip-poor-will, red-headed woodpecker, Chuck-will's widow, or American woodcock)
- Less potential for presence of forest bird index species

Table 8: Indicator values for South Atlantic forest birds within Fall Creek Headwaters. Good condition thresholds reflect the range of indicator values that occur in healthy, functioning ecosystems.

	Indicator Values	Acres	Percent of Area	
↑ High	Very large patches near water (potential for presence of Swainson's warbler)	0	0%	
	Large patches often near water (potential for presence of Northern parula, black-throated green warbler, or prothonotary warbler)	0	0%	
	Medium patches (potential for presence of Acadian flycatcher)	76	78.1%	
	Small patches often near water (potential for presence of hooded warbler or Kentucky warbler)	3.3	3.4%	↑ In good condition
	Very small patches or near open areas (potential for presence of wood thrush, whip-poor-will, red-headed woodpecker, Chuck-will's widow, or American woodcock)	11	11.4%	↓ Not in good condition
↓ Low	Less potential for presence of forest bird index species	6.9	7.1%	
	Total area	98	100%	

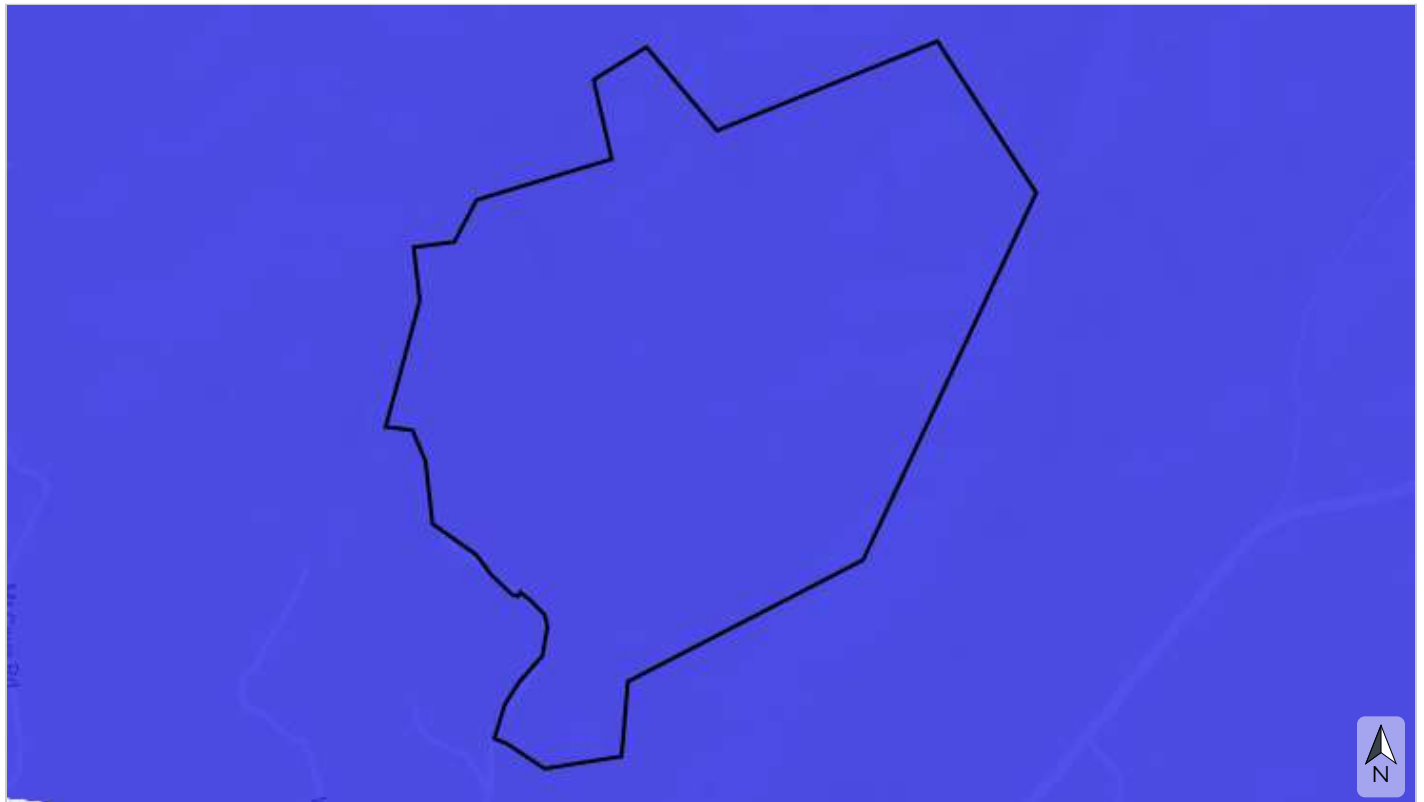
To learn more and explore the GIS data, [view this indicator in the SECAS Atlas](#).



Freshwater

Permeable surface

This indicator measures the average percent of non-impervious cover within each catchment. High levels of impervious surface degrade water quality and alter freshwater flow, impacting both aquatic species communities and ecosystem services for people, like the availability of clean drinking water. This indicator originates from the National Land Cover Database.



Basemap credits: © [Mapbox](#) © [OpenStreetMap](#) [Improve this basemap](#)



Percent of catchment permeable

- >95% permeable (likely high water quality and supporting most sensitive aquatic species)
- >90-95% permeable (likely declining water quality and supporting most aquatic species)
- >70-90% permeable (likely degraded water quality and not supporting many aquatic species)
- ≤70% permeable (likely degraded instream flow, water quality, and aquatic species communities)

Table 9: Indicator values for permeable surface within Fall Creek Headwaters. Good condition thresholds reflect the range of indicator values that occur in healthy, functioning ecosystems.

	Indicator Values: Percent of catchment permeable	Acres	Percent of Area	
↑ High	>95% permeable (likely high water quality and supporting most sensitive aquatic species)	98	100.0%	↑ In good condition
	>90-95% permeable (likely declining water quality and supporting most aquatic species)	0	0%	↓ Not in good condition
	>70-90% permeable (likely degraded water quality and not supporting many aquatic species)	0	0%	
↓ Low	≤70% permeable (likely degraded instream flow, water quality, and aquatic species communities)	0	0%	
	Total area	98	100%	

To learn more and explore the GIS data, [view this indicator in the SECAS Atlas](#).

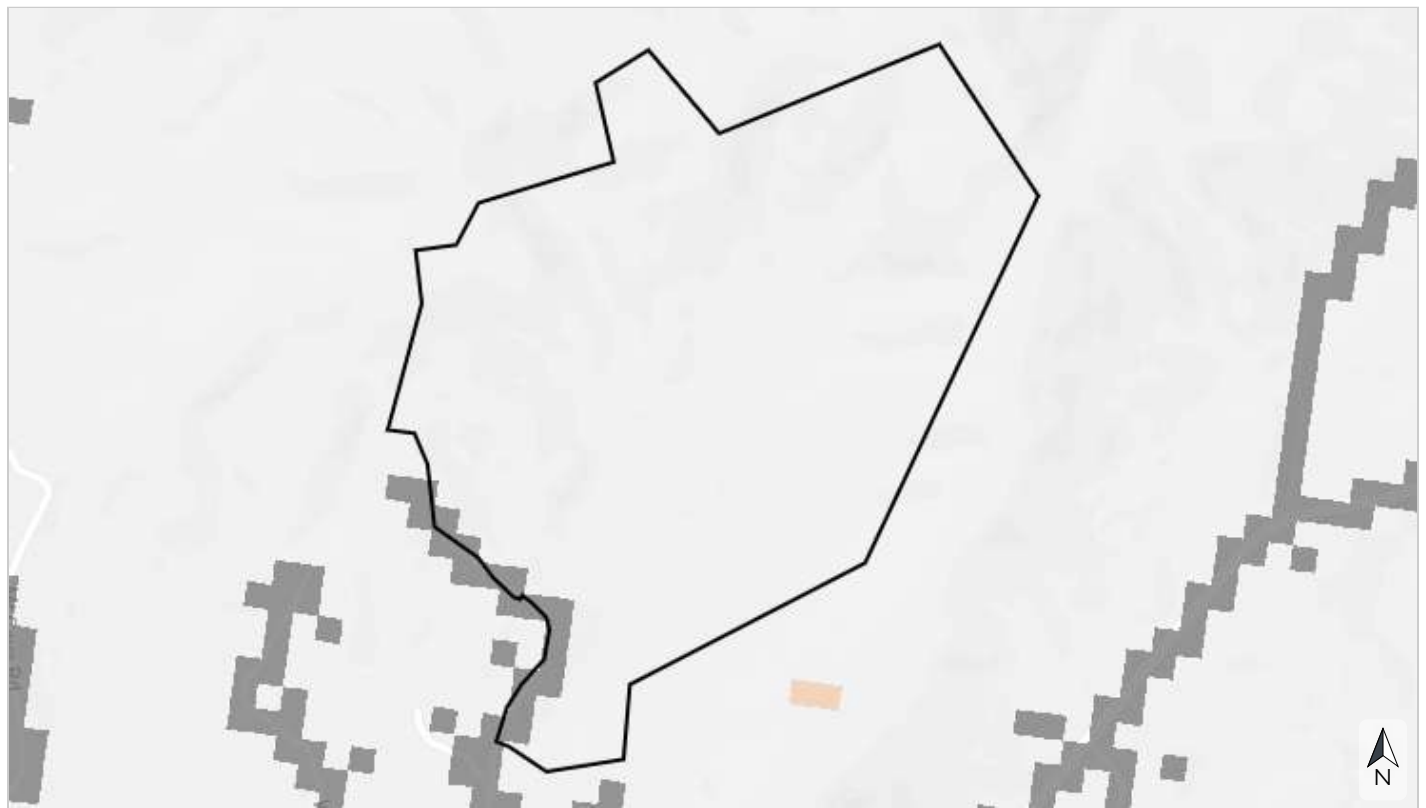
Threats

Sea-level rise

Sea-level rise unlikely to be a threat (inland counties).

Urban growth

The FUTURES urban growth model predicts the likelihood that an area will urbanize at every decade from 2020 to 2100. Developed areas from the 2021 National Landcover Database serve as the baseline for current urban areas. The model simulates landscape change based on trends in population growth, local development suitability factors, and an urban patch-growing algorithm. It considers environmental drivers like distance to floodplain, slope, and available infrastructure, and even socio-economic status. The probability of urbanization for each area reflects how many times it urbanized out of 50 model runs.



Basemap credits: © [Mapbox](#) © [OpenStreetMap](#) [Improve this basemap](#)

0.1 0.2 0.4 miles



Probability of urbanization by 2060

- Urban in 2021
- Very high likelihood of urbanization (>50% probability)
- High likelihood of urbanization (25 - 50% probability)
- Moderate likelihood of urbanization (2 - 25% probability)
- Not likely to urbanize

2.3% of this area is already urban in 2021, and an additional 0% has at least a moderate probability of urbanizing by 2060.

Table 10: Extent of projected urbanization by decade within Fall Creek Headwaters. Values from [FUTURES model projections for the contiguous United States](#) developed by the [Center for Geospatial Analytics](#), NC State University. 2060 corresponds to the [SECAS goal](#): a 10% or greater improvement in the health, function, and connectivity of Southeastern ecosystems by 2060.

Decade	Acres	Percent of Area
Urban in 2021	2.2	2.3%
2030 projected extent	2.2	2.3%
2040 projected extent	2.2	2.3%
2050 projected extent	2.2	2.3%
2060 projected extent	2.2	2.3%
2070 projected extent	2.2	2.3%
2080 projected extent	2.2	2.3%
2090 projected extent	2.2	2.3%
2100 projected extent	2.2	2.3%
<i>Not projected to urbanize by 2100</i>	95	97.7%
Total area	98	100%

Ownership and Partners

Conserved lands ownership



Basemap credits: © [Mapbox](#) © [OpenStreetMap](#) [Improve this basemap](#)

0.1 0.2 0.4 miles

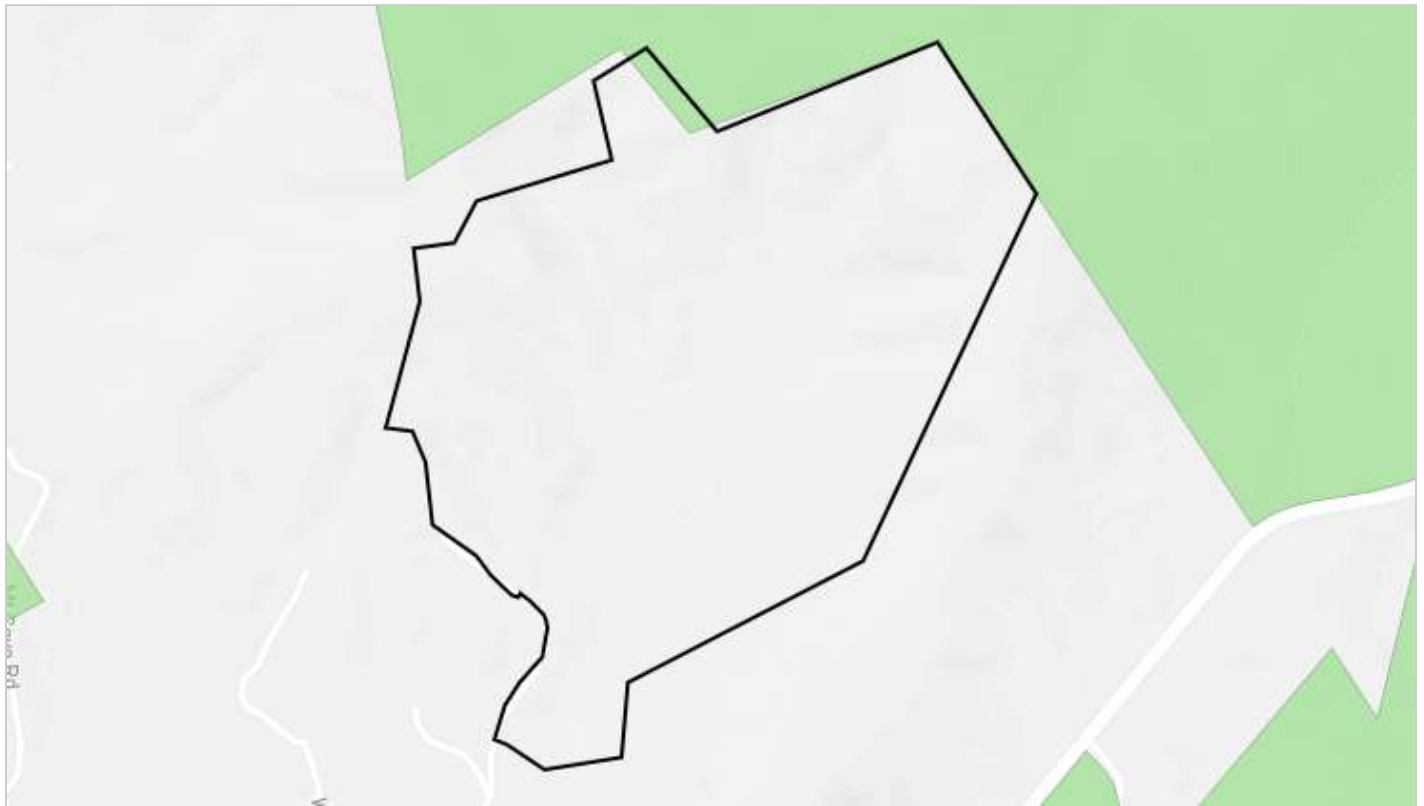


- | | |
|----------------|------------------------------------|
| Federal | Joint |
| State/province | Private non-profit conserved lands |
| Territorial | Private conservation land |
| Regional | Tribal |
| Local | Designation |
| | Ownership unknown |

Table 11: Extent of ownership class within Fall Creek Headwaters. Protected areas are derived from the [Protected Areas Database of the United States](#) (PAD-US v3.0) and include Fee, Designation, Easement, Marine, and Proclamation (Dept. of Defense lands only) boundaries. Note: areas are based on the polygon boundary of this area compared to protected area polygons, rather than pixel-level analyses used elsewhere in this report. Also note: PAD-US v3.0 includes protected areas that may overlap within a given area; this may cause the area within and between the following categories to be greater than the actual ground area.

Ownership	Acres	Percent of Area
Federal	0.75	0.8%

Land protection status



Basemap credits: © [Mapbox](#) © [OpenStreetMap](#) [Improve this basemap](#)

0.1 0.2 0.4 miles







-  Managed for biodiversity (disturbance events proceed or are mimicked)
-  Managed for biodiversity (disturbance events suppressed)
-  Managed for multiple uses (subject to extractive uses such as mining or logging, or OHV use)
-  No known mandate for biodiversity protection

Table 12: Extent of land protection status within Fall Creek Headwaters. Protected areas are derived from the [Protected Areas Database of the United States](#) (PAD-US v3.0) and include Fee, Designation, Easement, Marine, and Proclamation (Dept. of Defense lands only) boundaries. Note: areas are based on the polygon boundary of this area compared to protected area polygons, rather than pixel-level analyses used elsewhere in this report. Also note: PAD-US v3.0 includes protected areas that may overlap within a given area; this may cause the area within and between the following categories to be greater than the actual ground area.

Land Protection Status	Acres	Percent of Area
Managed for multiple uses (subject to extractive uses such as mining or logging, or OHV use)	0.75	0.8%

Protected Areas

- Francis Marion and Sumter National Forests (USDA FOREST SERVICE; 1 acres)

Nearby land trusts

[Click here](#) to search for land trusts within 25 miles of this area on the Land Trust Alliance website.

Credits

This report was generated by the Southeast Conservation Blueprint Explorer, which was developed by [Astute Spruce, LLC](#) in partnership with the U.S. Fish and Wildlife Service under the [Southeast Conservation Adaptation Strategy](#).

Data credits

Land ownership and conservation status is derived from the [Protected Areas Database of the United States](#) (PAD-US v3.0).

Future urban growth estimates derived from [FUTURES model projections for the contiguous United States](#) developed by the [Center for Geospatial Analytics](#), NC State University.

Sea level rise data are derived from the National Oceanic and Atmospheric Administration's [Sea Level Rise Inundation Depth Data](#) and the [2022 Sea Level Rise Technical Report](#).

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

NOT FOR CONSULTATION

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 <i>Myotis septentrionalis</i> Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/9045	Endangered
Tricolored Bat <i>Perimyotis subflavus</i> Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/10515	Proposed Endangered

Insects

NAME	STATUS
Monarch Butterfly <i>Danaus plexippus</i> Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/9743	Candidate

Flowering Plants

NAME	STATUS
Small Whorled Pogonia <i>Isotria medeoloides</i> No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/1890	Threatened
Smooth Coneflower <i>Echinacea laevigata</i> Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/3473	Threatened

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.

You are still required to determine if your project(s) may have effects on all above listed species.

Bald & Golden Eagles

Bald and golden eagles are protected under the Bald and Golden Eagle Protection Act¹ and the Migratory Bird Treaty Act².

Any person or organization who plans or conducts activities that may result in impacts to bald or golden eagles, or their habitats³, should follow appropriate regulations and consider implementing appropriate conservation measures, as described in the links below.

Specifically, please review the ["Supplemental Information on Migratory Birds and Eagles"](#).

Additional information can be found using the following links:

- Eagle Management <https://www.fws.gov/program/eagle-management>
- Measures for avoiding and minimizing impacts to birds
<https://www.fws.gov/library/collections/avoiding-and-minimizing-incident-take-migratory-birds>
- Nationwide conservation measures for birds
<https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf>
- Supplemental Information for Migratory Birds and Eagles in IPaC
<https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action>

There are likely bald eagles present in your project area. For additional information on bald eagles, refer to [Bald Eagle Nesting and Sensitivity to Human Activity](#)

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

Bald Eagle *Haliaeetus leucocephalus*

Breeds Sep 1 to Aug 31

This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.

<https://ecos.fws.gov/ecp/species/1626>

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 "[Supplemental Information on Migratory Birds and Eagles](#)", specifically the FAQ section titled "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.

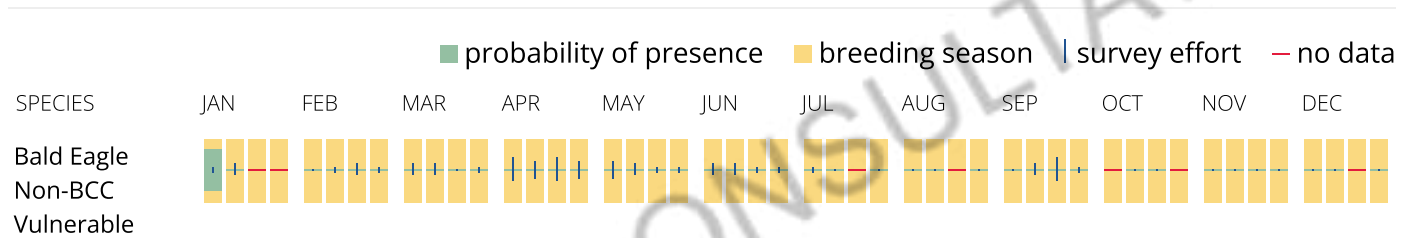
To see a bar's survey effort range, simply hover your mouse cursor over the bar.

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.



What does IPaC use to generate the potential presence of bald and golden eagles in my specified location?

The potential for eagle presence 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). To see a list of all birds potentially present in your project area, please visit the [Rapid Avian Information Locator \(RAIL\) Tool](#).

What does IPaC use to generate the probability of presence graphs of bald and golden eagles 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 [Rapid Avian Information Locator \(RAIL\) Tool](#).

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. Please contact your local Fish and Wildlife Service Field Office if you have questions.

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 habitats³ should follow appropriate regulations and consider implementing appropriate conservation measures, as described in the links below. Specifically, please review the "[Supplemental Information on Migratory Birds and Eagles](#)".

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:

- Eagle Management <https://www.fws.gov/program/eagle-management>
- Measures for avoiding and minimizing impacts to birds <https://www.fws.gov/library/collections/avoiding-and-minimizing-incident-take-migratory-birds>
- Nationwide conservation measures for birds <https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf>
- Supplemental Information for Migratory Birds and Eagles in IPaC <https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action>

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, see the PROBABILITY OF PRESENCE SUMMARY below to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
Bald Eagle <i>Haliaeetus leucocephalus</i> This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Sep 1 to Aug 31
Chimney Swift <i>Chaetura pelagica</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds Mar 15 to Aug 25
Eastern Whip-poor-will <i>Antrostomus vociferus</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds May 1 to Aug 20
Red-headed Woodpecker <i>Melanerpes erythrocephalus</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds May 10 to Sep 10
Wood Thrush <i>Hyllocichla mustelina</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds May 10 to Aug 31

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read ["Supplemental Information on Migratory Birds and Eagles"](#), specifically the FAQ section titled "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.

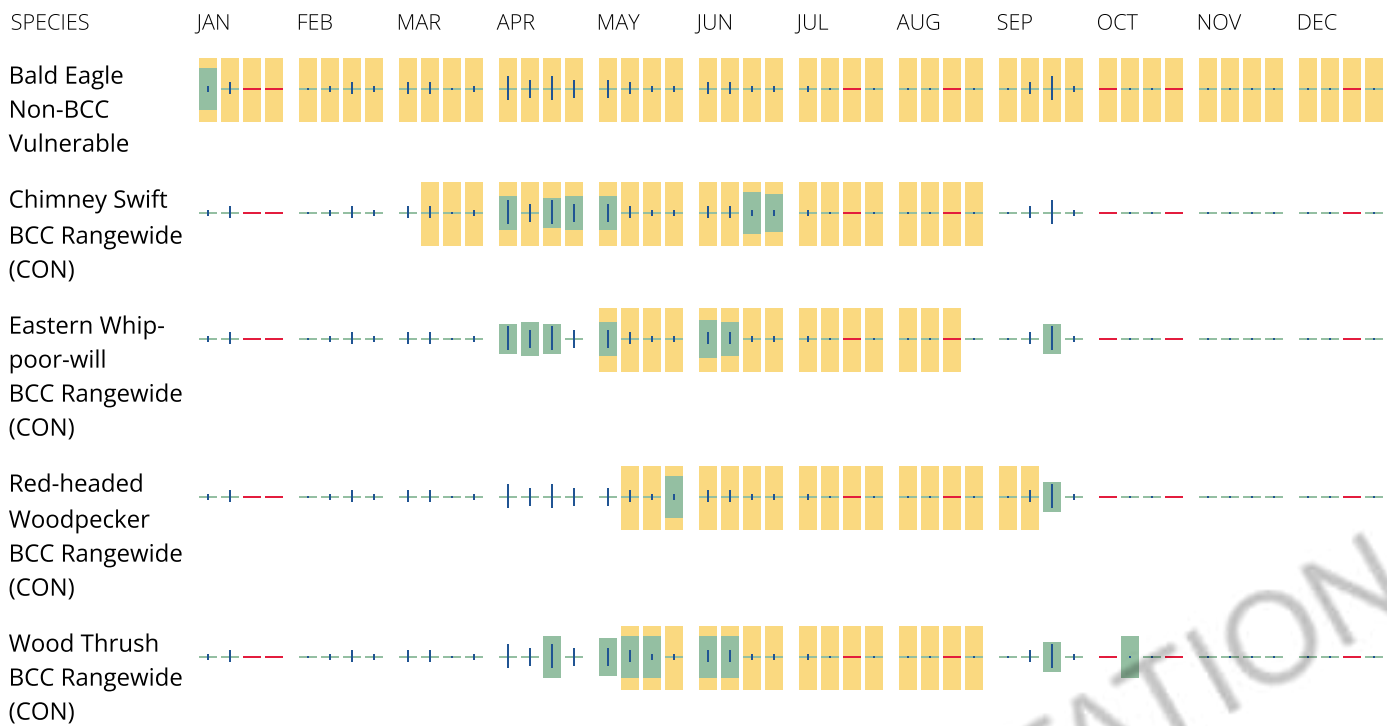
To see a bar's survey effort range, simply hover your mouse cursor over the bar.

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.



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 list of migratory birds that potentially occur 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 [Rapid Avian Information Locator \(RAIL\) 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 to 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 or migrating in my 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 query your location using the [RAIL Tool](#) and look at the range maps provided for birds in your area at the bottom of the profiles provided for each bird in your results. 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 (NWI)

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

[PSS1A](#)

RIVERINE

[R4SBC](#)

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

NOTE: This initial screening does **not** replace an on-site delineation to determine whether wetlands occur. Additional information on the NWI data is provided below.

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.

NOT FOR CONSULTATION

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 the following "Conservation Purposes" set forth in Section 170(h)(4) of the Internal Revenue Code of 1986, as amended (hereinafter called the "Code"):

- A. The protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem;

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 non-Agricultural 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

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;

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 themselves, 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. Swimming pools and other impervious water features do not constitute Ancillary Structures for the purposes of this Conservation Easement.

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.

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 licensed Registered Forester, to guide all **Forest Management** activities, or 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 that are within 200 feet of the Ordinary High Water Mark of Fall Creek or any other river, stream, waterway, pond, lake or Impoundment 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 transferable parcel of land separate and distinct from the original parcel(s) comprising the Protected Property, which is created from said original parcel(s) after the date of this Conservation Easement; provided,

however, any **Subdivided Tract** will continue to be a 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 Conservation 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 themselves, 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. There are currently two Residences, the main house and the cabin, and several ancillary structures, including a storage shed, an outhouse, and two (2) solar arrays, on the Protected Property, which are more particularly described in the Baseline Report. Grantor agrees that there shall be no building or development or any Residential, industrial, or Commercial Use/Activity of any nature undertaken or allowed on the Protected Property or any portion thereof with the following limited exceptions:

A. Residences and Structures. Grantor may have three (3) Residences on the Protected Property. Grantor shall have the following rights regarding the Residences and structures on the Protected Property:

(1) Maintenance of Existing Structures: To maintain, repair, and improve the two (2) existing Residence(s), Ancillary Structures, 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) and Ancillary Structures: To remove, replace, or expand the existing single family Residence(s), provided:

- (a) The replacement Residences shall occupy the same locations as the existing Residences. Furthermore, the replacement Residences and their associated Ancillary Structures shall be constructed, subject to the conditions described herein, within permitted “building envelope” areas, which building envelope areas shall each touch and include the locational “Pins”, as such Pins are shown and described on **Exhibit 2**, which is attached hereto and incorporated herein by reference. Further, and without limiting the foregoing, the permitted building envelope areas shall not exceed one-half (1/2) acre for the building envelope corresponding to “Pin A”, and one-half (1/2) acre for the building envelope corresponding to “Pin B”. 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;
- (b) No Residence nor any Ancillary Structures shall exceed two (2) stories in height excluding underground basements;
- (c) A Residence may include a basement;
- (d) No Residence shall have a swimming pool or other Impervious water feature;
- (e) Grantor obtains Grantee’s 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; and
- (f) Grantor obtains Grantee’s Approval of Grantor’s plan for the replacement or expansion of any existing or new Ancillary Structure that occupies a footprint over 1,000 square feet before any work begins;

(3) Reserved. This section intentionally left blank.

(4) New Structures: To construct, maintain, repair, improve and replace up to one (1) new single family Residence and associated Ancillary Structures for such Residence, provided that the new Residence, Ancillary Structures and their other associated Impervious Surfaces satisfy the following:

- (a) The Residence shall not exceed two stories in height excluding underground basements;
- (b) The Residence may include a basement;

- (c) Ancillary Structures associated with the new Residence shall not exceed two stories in height;
 - (d) No Residence shall have a swimming pool or other Impervious water feature;
 - (e) The single family Residence and its associated Ancillary Structures 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. Further, and without limiting the foregoing, the permitted building envelope areas shall not exceed one-half (1/2) acre for the building envelope corresponding to “Pin C”, one-half (1/2) acre for the building envelope corresponding to “Pin D” and one-half (1/2) acre for the building envelope corresponding to “Pin E”. 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. The final location of the three building envelope areas, as permitted herein, shall be subject to Approval by the Grantee, which Approval shall not be unreasonably withheld. Once the one (1) envelope is chosen for the new single family Residence, the other *two (2)* will be deemed extinguished and no longer available for consideration as a permissible building envelope area.
 - (f) Grantor obtains Grantee’s Approval of Grantor’s plan for the location, site preparation and construction of the Residence before any work begins; and
 - (g) Grantor obtains Grantee’s Approval of Grantor’s plan for the location, construction, and expansion of any Ancillary Structure before any work begins.
- (5) Dwelling Restriction: Other than permitted Residential structures, no other structure on the Protected Property shall be used as a temporary or permanent dwelling for human beings.

B. Reserved. This section intentionally left blank.

C. Subdividing and Ownership of Parcels. The Protected Property currently consists of three (3) legal parcels, namely Oconee County parcels numbered (102-00-01-005, 102-00-01-013, and 102-00-01-029. The Protected Property shall not be Subdivided except parcel number 102-00-01-005 may be subdivided one (1) time into two (2) Subdivided Tracts of at least

thirty (30) acres each to provide for the new single family Residence permitted in Section 4(A)(4) described in Section 4(A) above.

If Grantor transfers the Subdivided Tract in a separate transaction, Grantor shall allocate between the Subdivided Tracts the total allowable reserved rights in Sections 4(A), 4(J), 4(K), 4(L), and 4(M). Said allocation shall be reflected in any document or instrument which creates and/or conveys the Subdivided Tracts. If Grantor fails to make an allocation of the reserved rights upon the transfer or conveyance of title to a Subdivided Tract, said Subdivided Tract shall be deemed to have received an allocation of the lesser of (i) a 33% pro-rata share of the originally available reserved rights in Sections 4(A), 4(J), 4(K), 4(L), and 4(M) or (ii) the remaining reserved rights under said sections. Allocation of the reserved rights in Sections 4(A), 4(J), 4(K), 4(L), and 4(M) for each Subdivided Tract may subsequently be modified by a recorded instrument executed by the owner(s) of the respective Subdivided Tracts.

D. Commercial Activities. Except with the Approval of Grantee, there shall be no Commercial Uses/Activities, or structures on the Protected Property. 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.

E. 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.

F. Signs and Lighting. 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 (12) square feet; and
- (5) Signs to indicate the Conservation Values of the Protected Property.

Outdoor lighting is prohibited, except as may be reasonably necessary to ensure safe ingress to and egress from structures, to facilitate acts and uses on, over, or under the Protected Property, and to allow timely observance, in a reasonable fashion, of a holiday for which outdoor lighting is customary. With the exception of such holiday lights, all permitted outdoor lighting shall, to the maximum extent practicable, be visually unobtrusive, fully shielded, and focused on the immediately adjacent grade, so as to prevent glare and

minimize off-property light trespass. No search lights, lasers, or other high-intensity light sources shall be employed, nor shall there be any blinking, moving, neon, projected, or other non-essential or visually obtrusive components.

G. 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 the Riparian Buffer 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) For roads, bridges, and trails constructed or restored in accordance with Section 4(N); or
- (6) Performing ecological enhancements in accordance with a professionally prepared plan and following Approval by Grantee.

In addition, Grantor shall take all steps reasonably necessary to keep cattle and other livestock out of all rivers, streams, or other waterways on the Protected Property.

H. 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), 4(J) and 4(K) hereof may be located on Protected Property. To the extent possible, all utilities must be located underground.

I. Wildlife Habitat Enhancement. Grantor reserves the right to improve the ecological function of the Protected Property when such an activity is in accordance with a written wildlife habitat restoration or enhancement plan, utilizing and adhering to best management practices of a state or federal agency, and has been Approved in writing by Grantee.

Further, there shall be no cutting or removal of trees or other vegetation on the Protected Property. Notwithstanding the above, Grantor reserves the right, outside of the Riparian Buffer (Section 4(G)):

- (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 harvest trees for firewood or for Grantors' sole personal use, including cultivation and harvesting of edible mushrooms; and
- (6) To cut and remove trees after obtaining Grantee's Approval, when necessary to perform other activities otherwise permitted by this Conservation Easement (*e.g.* – clearing a site for a permitted building).

Grantor may use prescribed fires as a Forest Management tool, may reasonably maintain existing firebreaks, and may install new firebreaks except within the Riparian Buffer.

J. Agricultural, Equestrian and Recreational Activities and Structures.

There is currently one (1) existing Agricultural Structure on the Protected Property, and one (1) existing recreation structure on the Protected Property, which are more particularly described in the Baseline Report. There are currently no Equestrian Structures on the Protected Property. No new Agricultural, Equestrian or recreational Structures may be constructed on the Protected Property except Grantor shall have the right to:

- (1) Existing Agricultural Activities: To continue to engage in (or lease) the Protected Property for those existing Agricultural Activities described in the Baseline Report, provided such activities do not exceed the number of cattle, horses or other grazing animals the Protected Property can reasonably accommodate;
- (2) Maintain, Expand, Remove or Replace Existing Agricultural Structures: To maintain, expand (subject to the square footage limitations set forth in Section 4(J)(3) below), remove or replace at the same location the existing structures and facilities that are currently used for Agricultural operations on the Protected Property, more particularly described in the Baseline Report;
- (3) Construct, Maintain, and Replace Additional Agricultural, Equestrian or Recreational Structures: To construct, maintain and replace additional structures and facilities for Agricultural Activities and new Equestrian Structures, including stables, feed barns, run-in sheds, fences, riding trails, and similar structures, and structures for storage or support for recreation activities, provided:
 - (a) Such structures and facilities, collectively, in addition to all other Agricultural, Equestrian, and recreational Structures on the

Protected Property, excluding trails and fences, shall not exceed a total of 5,000 square feet in footprint;

- (b) Collectively, existing or new Impervious Surfaces associated with Agricultural Structures shall not exceed 1,000 square feet in footprint;
 - (c) No new Agricultural, Equestrian, or recreational Structures may be located within the Riparian Buffer (Section 4(G));
 - (d) Grantor must provide a written plan for all new, expanded and replacement structures and facilities and receive Approval from Grantee before site preparation or construction begins, except Approval shall not be required for a structure that is less than 1,000 square feet in size and is located within 100 feet of an existing structure more particularly described in the Baseline Report; and
 - (e) Unless Grantee provides Approval, no new Agricultural, Equestrian or recreational Structures, excluding fences and gates, may be located on prime soils or soils of statewide importance.
- (4) New Agricultural or Equestrian Activities: To initiate additional Agricultural or Equestrian Activities, not existing at the time of the Baseline Report, subject to the terms and conditions of a conservation plan that meets the National Conservation Practice Standards set by the USDA, as well as all other local and state criteria regarding agricultural practices, and is prepared by the U.S. Department of Agriculture, Natural Resources Conservation Service, or its successor, or by a qualified conservation professional and Approved by Grantee. Such plan and all amendments to the plan shall first be Approved by Grantee.

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

K. Ponds and Wetland Impoundments. There are currently no existing ponds or Impoundments on the Protected Property. No new ponds or Impoundments may be constructed on the Protected Property.

L. Docks and Viewing Platforms. There are currently no existing docks or viewing platforms on the Protected Property. No new docks or viewing platforms may be constructed on the Protected Property.

M. 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 the current open fields on the Protected Property, which are more particularly described in the Baseline Report and to establish and maintain additional open field sites provided:

- (1) The total open field area shall not exceed twenty-five percent (25%) of the total acreage of the Protected Property;
- (2) Grantor undertakes all reasonable measures to avoid or minimize adverse ecological impacts during establishment of the fields;
- (3) No part of any newly-established field is located within the Riparian Buffer (Section 4(G)); and
- (4) Existing fields within the Riparian Buffer, may be maintained in accordance with Section 4(G) hereof.

N. Roads, Bridges and Trails. The existing roads, bridges, and trails on the Protected Property may be maintained. New roads, bridges, and trails may be constructed on the Protected Property subject to compliance with all of the following conditions:

- (1) The roads and bridges are needed in order to provide access to the uses or activities permitted under Section 4 (A), (I), (J) or (K) hereof;
- (2) Roads within the Riparian Buffer area, subject to Section 4(G), shall be limited to the smallest area necessary to provide reasonable access to the uses and activities permitted under Section 4(N)(1).
- (3) Grantee shall Approve a plan for the location and construction of any road to be located within a Riparian Buffer, subject to Section 4(G), before any work begins;
- (4) Grantee shall Approve 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 a plan for the location and construction of any bridge before any work begins;
- (6) All construction shall be done in accordance with applicable federal, state and local laws and regulations;
- (7) Trails constructed within the Riparian Buffer area described in Section 4(G) shall be unpaved and no wider than five (5) feet;

- (8) Grantor shall undertake all reasonable measures to avoid or minimize adverse ecological impacts on the Conservation Values of the Protected Property; and
- (9) Roads and trails on the Protected Property shall not be paved.

O. 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.

P. 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.

Q. 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.

R. 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 Approval of Grantee, this Section 4(R) shall not preclude such transfer of development rights resulting from the destruction or demolition of any permitted residential building on the Protected Property.

S. Archaeological Artifacts and Features. Prior to disturbing archaeological features or commencing any archaeological digs on the Protected Property, Grantor shall give at least thirty (30) 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.

T. 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.

U. Other Uses and Activities. Any use of the Protected Property and any activity thereon that contravenes the Primary Purposes of this Conservation Easement is 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 but shall not be unreasonably withheld and shall be based on whether the activity or use is consistent with the Primary 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 19 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 6 and Sections 1 through 5.

7. Representation of Title. Grantor represents and warrants that they own 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 is currently one (1) 300 gallon propane tank buried underground at the main house. Otherwise, there are not any other 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 (30) days after receipt of Grantee's notice or, if the circumstances are such that the violation cannot be cured within the thirty (30) day period, Grantor does not begin curing such violation within the thirty (30) 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 (30) 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.

In the event there has been a dispute, or an event or circumstance of non-compliance which is corrected through negotiation and voluntary compliance, but which has caused Grantee to incur extraordinary costs or fees, including

without limitation staff time, in investigating the dispute, or an event or circumstance of non-compliance and securing a resolution, Grantor shall, at Grantee's request, reimburse Grantee for all such costs and fees incurred in such actions.

All reasonable fees and costs incurred by Grantee in administration including, without limitation, investigation, negotiation, mediation, settlement or suit of any dispute regarding this Conservation Easement, including without limitation, all fees, costs and expenses of investigation, dispute management, negotiation, mediation, settlement or suit and reasonable attorneys, experts and consultants fees, staff time and any fees and costs of restoration, remediation or other damage correction necessitated by any such action shall be borne by Grantor; provided, however, that if Grantor ultimately prevails in full in a judicial enforcement action, each party shall bear its own costs. If Grantee prevails in part, then Grantor shall be responsible for all fees and costs of both parties as set forth above.

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. 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 from the condemnation or involuntary conversion of all or any portion of the Protected Property shall be determined in accordance with Section 21, Determination of Proceeds, of this Conservation Easement. Grantee shall use all proceeds that it receives in a manner consistent with the Primary Purposes of this Conservation Easement.

16. 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.

17. 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 (20) 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.

18. 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 Conservation 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 owners of corporate 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.

19. 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 enhance the Conservation Values of the Protected Property, Grantor and Grantee may amend this Conservation Easement by a mutually acceptable written agreement, provided that the amendment:

- A. Does not affect this Conservation Easement's perpetual duration;
- B. Does not permit development, improvements or uses prohibited by this Conservation Easement;
- C. Does not conflict with or be contrary to or inconsistent with the Conservation Purposes of this Conservation Easement;
- D. Does not reduce the protection of the Conservation Values of the Protected Property;
- E. Does not affect the qualification of this Conservation Easement as a "qualified conservation contribution" under Section 170(h)(1) of the Code;
- F. Does not affect the status of Grantee as a "qualified organization" under Section 170(h)(3) of the Code; and
- G. Does not create an impermissible private benefit or private inurement in violation of federal tax law.

No amendment shall be effective unless documented in a notarized writing 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 19 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.

20. Extinguishment. Grantor and Grantee agree that, if a subsequent unexpected change in the conditions surrounding the property that is the subject of a donation of the perpetual conservation restriction renders impossible or impractical the continued use of the property for conservation purposes, the conservation purpose can nonetheless be treated as protected in perpetuity if (1) the restrictions are extinguished by judicial proceeding and (2) all of Grantee's portion of the proceeds (as determined in Section 21, Determination of Proceeds) from a subsequent sale or exchange of the property are used by the Grantee in a manner consistent with the conservation purposes of the original contribution.

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 2, 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 20. 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 20.

21. Determination of Proceeds. Grantor and Grantee agree that the donation of the perpetual conservation restriction gives rise to a property right, immediately vested in Grantee, with a fair market value that is at least equal to the proportionate value that the perpetual conservation restriction, at the time of the gift, bears to the fair market value of the property as a whole at that time. The proportionate value of Grantee's property rights remains constant such that if a subsequent sale, exchange, or involuntary conversion of the subject property occurs, Grantee is entitled to a portion of the proceeds at least equal to that proportionate value of the perpetual conservation restriction.

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: April E. Childress and Joseph L. Tinsley

286 Red Mountain Rd.
Mountain Rest, SC 29664

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 for Oconee County, South Carolina, and may be re-recorded by Grantee at any time as may be required to preserve its rights in this Conservation Easement.

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

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

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

30. Binding Effect. The burdens of this Conservation Easement shall run with the Protected Property in perpetuity and shall be enforceable against Grantor and 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 and Agricultural Pin Locations and Building Envelope Areas

EXHIBIT 3

Plat of Survey

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

2022 MAY 27 PM 3: 31



800-868-8740 www.scscu.com 803-343-0300

WHEN RECORDED, MAIL TO

SC State Federal Credit Union
P.O. Box 726
Columbia, SC 29202

018892
250
Absolute

Barcode ID: 2234478 Type: MTG
Recorded: 05/27/2022 at 03:31:05 PM
Fee Amt: \$25.00
Oconee, South Carolina, Register Of Deeds
Anna Davison - Register Of Deeds
Page 1 of 8
BK 4338 PG 32-39

SPACE ABOVE THIS LINE FOR RECORDER'S USE

REVOLVING CREDIT MORTGAGE

THIS MORTGAGE CONTAINS A DUE-ON-SALE PROVISION AND SECURES INDEBTEDNESS UNDER A CREDIT AGREEMENT WHICH PROVIDES FOR A REVOLVING LINE OF CREDIT AND MAY CONTAIN A VARIABLE RATE OF INTEREST.

THIS Mortgage ("Security Instrument") is made on 5/16/2022. The Mortgagor is April E. Childress and Joseph L. Tinsley

("Borrower"). The Mortgagee is SC State Federal Credit Union, duly chartered, and existing under the laws of The State of South Carolina, whose address is 800 Huger Street Columbia, SC 29201 ("Lender").

WHEREAS, Borrower is indebted to Lender as described in this paragraph; TO SECURE to Lender:

- (1) The repayment of all indebtedness due and to become due under the terms and conditions of the LOANLINER® Home Equity Plan Credit Agreement and Truth-in-Lending Disclosures made by Borrower and dated the same day as this Security Instrument, and all modifications, amendments, extensions and renewals thereof (herein "Credit Agreement"). Lender has agreed to make advances to Borrower under the terms of the Credit Agreement, which advances will be of a revolving nature and may be made, repaid, and remade from time to time. Borrower and Lender contemplate a series of advances to be secured by this Security Instrument. The total outstanding principal balance owing at any one time under the Credit Agreement (not including finance charges thereon at a rate which may vary from time to time, and any other charges and collection costs which may be owing from time to time under the Credit Agreement) shall not exceed Two Hundred Twenty Five Thousand Dollars And No Cents (\$225,000.00). That sum is referred to herein as the Maximum Principal Balance and referred to in the Credit Agreement as the Credit Limit. On the Final Payment Date, 25 years from the date of this Security Instrument, the entire indebtedness under the Credit Agreement, if not paid earlier, is due and payable.
- (2) The payment of all other sums advanced in accordance herewith to protect the security of this Security Instrument, with finance charges thereon at a rate which may vary as described in the Credit Agreement, as permitted by applicable law.
- (3) The performance of Borrower's covenants and agreements under this Security Instrument and under the Credit Agreement.

BORROWER does hereby mortgage, grant and convey to Lender the following described property located in the County of Oconee, State of South Carolina:

ACC
JFL

See exhibit "A" attached.

which has the address of 286 Red Mountain Rd (Street),
Mountain Rest, South Carolina 29664 (herein "Property Address");
(City) (Zip Code)

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and fixtures, all of which shall be deemed to be and remain a part of the property covered by this Security Instrument; and all of the foregoing, together with said property (or the leasehold estate if this Security Instrument is on a leasehold) are hereinafter referred to as the "Property."

Complete if applicable:

This Property is part of a condominium project known as:

This Property includes Borrower's unit and all Borrower's rights in the common elements of the condominium project.
This Property is in a Planned Unit Development known as:

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, 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 encumbrances of record.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Finance Charges and Other Charges. Borrower shall promptly pay when due all amounts borrowed under the Credit Agreement, all finance charges and applicable other charges and collection costs as provided in the Credit Agreement.

2. Funds for Taxes and Insurance. Subject to applicable law, Lender, at Lender's option, may require Borrower to pay to Lender on the day monthly payments of principal and finance charges are payable under the Credit Agreement, until all sums secured by this Security Instrument are paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Security Instrument, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance and flood insurance, if applicable, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Security Instrument that interest on the Funds shall be paid to

AEC
AJL

Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 22 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Credit Agreement and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, second, (in the order Lender chooses) to any finance charges, other charges and collection costs owing, and third, to the principal balance under the Credit Agreement.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument, including Borrower's covenants to make payments when due. Except to the extent that any such charges or impositions are to be paid to Lender under paragraph 2, Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Security Instrument, and leasehold payments or ground rents, if any. Within five days after any demand by Lender, Borrower shall exhibit to Lender receipts showing that all amounts due under this paragraph have been paid when due.

5. Hazard 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," floods, and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. Unless Lender in writing requires otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy, and the amount of coverage shall be no less than the Maximum Principal Balance plus the full amount of any lien which has priority over this Security Instrument.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument.

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. All insurance proceeds are hereby assigned to Lender and shall be paid to Lender to the extent of all sums secured by this Security Instrument, subject to the terms of any mortgage, deed of trust or security agreement with a lien which has priority over this Security Instrument. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property, if it is economically feasible to do so.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Security Instrument.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrowers shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Security Instrument is on a leasehold. If this Security Instrument is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrowers' obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and the constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this paragraph 7, with finance charges thereon, at the rate provided in the Credit Agreement, shall become additional indebtedness of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder. Any action taken by Lender under this paragraph shall not cure any breach Borrower may have committed of any covenant or agreement under this Security Instrument. Borrower agrees that Lender is subrogated to all of the rights and remedies of any prior lienor, to the extent of any payment by Lender to such lienor.

ACC
 JJP

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, to the extent of any indebtedness under the Credit Agreement, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument.

10. 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 any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or 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 and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 21 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Security Instrument, but does not execute the Credit Agreement, (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Security Instrument, (b) is not personally liable under the Credit Agreement or under this Security Instrument, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations or amendments with regard to the terms of this Security Instrument or the Credit Agreement, without that Borrower's consent and without releasing that Borrower or modifying this Security Instrument as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing such notice by First Class mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by First Class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Security Instrument shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Security Instrument. In the event that any provision or clause of this Security Instrument or the Credit Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Credit Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Security Instrument and the Credit Agreement are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Prior Mortgage or Deed of Trust; Modification; Future Advance. Borrower shall not enter into any agreement with the holder of any mortgage, deed of trust or other security agreement which has priority over this Security Instrument by which that security agreement is modified, amended, extended, or renewed, without the prior written consent of the Lender. Borrower shall neither request nor accept any future advance under a prior mortgage, deed of trust, or other security agreement without the prior written consent of Lender.

15. Borrower's Copy. Borrower shall be furnished a copy of the Credit Agreement and of this Security Instrument at the time of execution or after recordation hereof.

16. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower may enter into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

17. Waiver of Homestead Exemption. To the extent permitted by law, Borrower hereby waives the benefit of the homestead exemption as to all sums secured by this Security Instrument.

18. Waiver of Statutes of Limitation. To the extent permitted by law, Borrower hereby waives statutes of limitation as a defense to any demand or obligation secured by this Security Instrument.

19. Merger. There shall be no merger of the interest or estate created by this Security Instrument with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

20. Notice of Transfer of the Property; Advances after Transfer. Borrower shall give notice to Lender, as provided in paragraph 12 hereof, prior to any sale or transfer of all or part of the Property or any rights in the Property. Any person to whom all or part of the Property or any right in the Property is sold or transferred also shall be obligated to give notice to Lender, as provided in paragraph 12 hereof, promptly after such transfer.

Even if Borrower transfers the Property, Borrower will continue to be obligated under the Credit Agreement and this Security Instrument unless Lender releases Borrower in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Borrower, Lender may require that the person to whom the Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances under the Credit Agreement.

AAC
 JJP

21. Transfer of the Property. Subject to applicable law, Lender shall have the right to accelerate, that is, to demand immediate payment in full of all sums secured by this Mortgage or Deed of Trust, if Borrower, without the written consent of Lender, sells or transfers all or part of the Property or any rights in the Property.

If Lender exercises the option to accelerate, Lender shall give Borrower notice of acceleration in accordance with paragraph 12 hereof. The notice shall provide a period of not less than 30 days from the date of the notice within which Borrower may pay the sums declared due. If Borrower fails to pay those sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 22 hereof.

22. Default, Termination and Acceleration; Remedies. Each of the following events shall constitute an event of default ("event of default") under this Security Instrument: (1) Borrower commits fraud or makes a material misrepresentation in connection with this Security Instrument or the Credit Agreement; (2) Borrower does not meet the repayment terms of the Credit Agreement; or (3) Borrower's action or inaction adversely affects the Lender's rights in the Property secured by this Security Instrument. If an event of default occurs, then prior to exercising any right or remedy provided for in this Security Instrument and prior to acceleration, Lender shall give notice as provided in paragraph 12 hereof and as required by applicable law. The notice shall specify: (a) the event of default; (b) the action required to cure the event of default; (c) a date, not less than thirty days (or any longer period required by applicable law) from the date the notice is given to Borrower by which the event of default must be cured; (d) that failure to cure the event of 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; and (e) any other information required by applicable law. The notice shall further inform Borrower of the right to reinstate after acceleration, if applicable, and the right to assert in the foreclosure proceeding the nonexistence of an event of default or any other defense of Borrower to acceleration and sale. If the event of default is not cured on or before the date specified in the notice, Lender, at Lender's option, without further notice or demand, may declare default, may declare all sums secured by this Security Instrument to be immediately due and payable, and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 22, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports, all of which shall be additional sums secured by this Security Instrument.

23. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which would then be due under this Security Instrument and the Credit Agreement had no acceleration occurred; (b) cures all other events of default under this Security Instrument and the Credit Agreement; (c) pays all reasonable expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the 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 paragraph 21.

24. Release. This Security Instrument secures a revolving line of credit and advances may be made, repaid, and remade from time to time, under the terms of the Credit Agreement. When according to the terms of the Credit Agreement, no more advances will be made, and Borrower has paid all sums secured by this Security Instrument (or earlier if required by applicable law), this Security Instrument shall become null and void and Lender shall discharge this Security Instrument. To the extent permitted by law, Lender may charge Borrower a fee for such discharge and require Borrower to pay costs of recordation, if any.

Handwritten initials: HCC and SJL

**REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE
UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Security Instrument to give Notice to Lender, at Lender's address set forth on page one of this Security Instrument, of any default under the superior encumbrance and of any sale or other foreclosure action.

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

Signed, sealed and delivered in the presence of:

X Melodie Evans
Melodie Evans
Witness

X Scott Allmon
Scott Allmon
Witness

X April E. Childress
April E. Childress (Seal)
Borrower

X Joseph Tinsley
Joseph Tinsley (Seal)
Borrower

X _____
(Seal)
Borrower

X _____
(Seal)
Borrower

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA, Deeone County ss:

Before me personally appeared Melodie Evans and made oath that she saw the within named Borrower sign, seal, and as her act and deed, deliver the within written Security Instrument; and that she with Scott Allmon witnessed the execution thereof, and certified by oath or affirmation that (s)he is not a party to or beneficiary of this transaction.

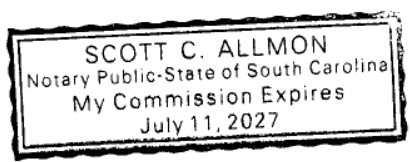
Sworn before me this 16th day of May, 2022.

Scott Allmon (Seal)
Notary Public for South Carolina

Scott Allmon
Notary Signature

My Commission expires: 7-11-27

Melodie Evans
Witness Signature



ACC

File Number: 22-301 CHILDRESS

FILED OCONEE COUNTY, SC
ANNA K. DAVISON
REGISTER OF DEEDS**EXHIBIT "A"**

2022 MAY 27 PM 3:31

PROPERTY DESCRIPTION

ALL that certain piece, parcel or lot of land with any improvement thereto, situate, lying and being in the State of South Carolina, County of Oconee, being shown and designated as Tract C-1, containing 4.92 acres, more or less, on Plat prepared by John F. Tinsley, PLS #16824 dated August 11, 1997 and recorded in Plat Book P-62 at page 401, records of Oconee County, South Carolina. Reference being hereby given for a more complete metes and bounds description.

AND ALSO, ALL that certain piece, parcel or lot of land with any improvement thereto, situate, lying and being in the State of South Carolina, County of Oconee, being shown and designated as Tract F, containing 1.12 acres, more or less, on plat prepared by John F. Tinsley, PLS #16824 dated August 11, 1997 and recorded in Plat Book A939 at pages 7 & 8, records of Oconee County, South Carolina. Reference being hereby given for a more complete metes and bounds description.

AND ALSO, ALL that certain piece, parcel or lot of land with any improvement thereto, situate, lying and being in the State of South Carolina, County of Oconee, being shown and designated as Tract G-1, containing 0.32 of an acre, more or less, on plat prepared by John F. Tinsley, PLS #16824 dated August 11, 1997 and recorded in Plat Book P-62 at page 400, records of Oconee County, South Carolina. Reference being hereby given for a more complete metes and bounds description.

This being the same property conveyed unto Joseph L. Tinsley and April E. Childress from Thomas L. Blackwell by deed dated April 25, 2003 and recorded on May 8, 2003 in Book 1278 at page 238, records of Oconee County, South Carolina.

AND ALSO, ALL that certain piece, parcel or lot of land with any improvement thereto, situate, lying and being in the State of South Carolina, County of Oconee, being shown and designated as Tract D, containing 2.87 acres, more or less, on plat prepared by John F. Tinsley, PLS #16824 ated August 11, 1997 and recorded in Plat Book A526 at pages 7 & 8, records of Oconee County, South Carolina. Reference being hereby given for a more complete metes and bounds description.

This being the same property conveyed unto Joseph L. Tinsley and April E. Childress from Neild Gordan by deed dated August 21, 1997 and recorded on October 20, 1997 in Deed Book 940 at page 269, records of Oconee County, South Carolina.

ACC JLL

File Number: 22-301 CHILDRESS

AND ALSO, ALL that certain piece, parcel or lot of land with any improvement thereto, situate, lying and being in the State of South Carolina, County of Oconee, being shown and designated as Tract E, containing 2.77 acres, more or less, on plat prepared by John F. Tinsley, PLS #16824 dated August 11, 1997 and recorded in Plat Book A526 at pages 7 & 8, records of Oconee County, South Carolina. Reference being hereby given for a more complete metes and bounds description.

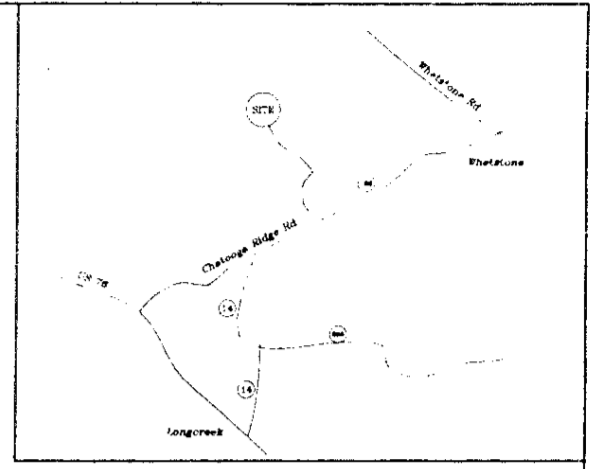
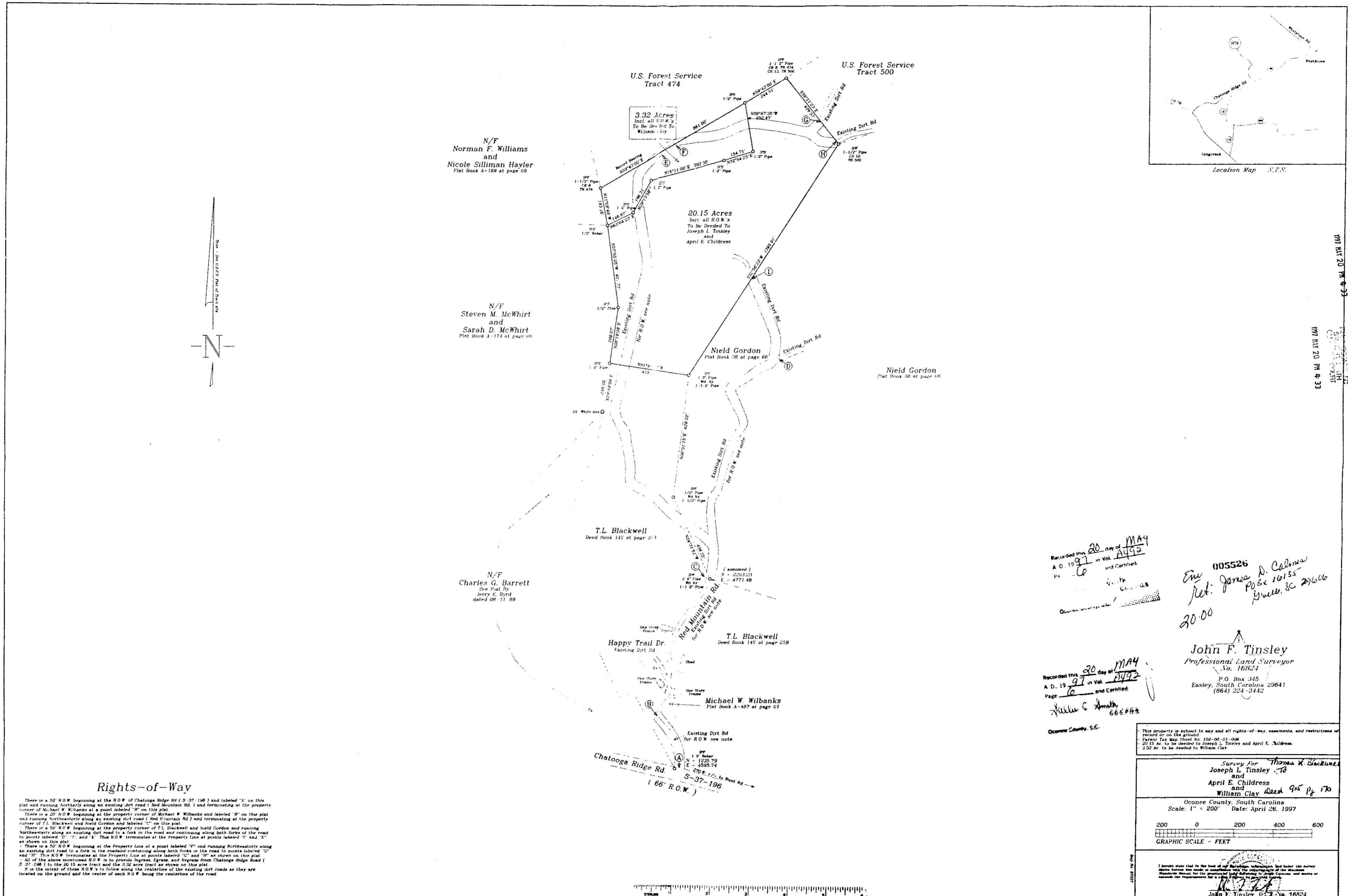
This being the same property conveyed unto Joseph L. Tinsley and April E. Childress from Thomas L. Blackwell by deed dated June 4, 1999 and recorded on June 4, 1999 in Deed Book 1035 at page 42, records of Oconee County, South Carolina.

AND ALSO, ALL that certain piece, parcel or lot of land with any improvement thereto, situate, lying and being in the State of South Carolina, County of Oconee, being shown and designated as containing 20.15 acres, more or less, on plat prepared by John F. Tinsley, PLS #16824 dated April 26, 1997 and recorded in Plat Book A492 at page 6, records of Oconee County, South Carolina. Reference being hereby given for a more complete metes and bounds description.

This being the same property conveyed unto Joseph L. Tinsley and April E. Childress from Thomas L. Blackwell by deed dated May 16, 1997 and recorded on May 20, 1997 in Deed Book 915 at page 170, records of Oconee County, South Carolina.

Tax Map # 102-00-01-013

ATC JFL



Rights-of-Way

There is a 50' R.O.W. beginning at the R.O.W. of Chatoga Ridge Rd (S-37-196) and labeled 'A' on this plat and running northerly along an existing dirt road (Red Mountain Rd.) and terminating at the property corner of Michael W. Wilbanks at a point labeled 'B' on this plat.

There is a 20' R.O.W. beginning at the property corner of Michael W. Wilbanks and labeled 'B' on the plat and running northerly along an existing dirt road (Red Mountain Rd.) and terminating at the property corner of T.L. Blackwell and Nield Gordon and labeled 'C' on this plat.

There is a 50' R.O.W. beginning at the property corner of T.L. Blackwell and Nield Gordon and running northerly along an existing dirt road to a fork in the road and continuing along both forks of the road to points labeled 'D' and 'E'. This R.O.W. terminates at the property line at points labeled 'F' and 'G' as shown on this plat.

There is a 50' R.O.W. beginning at the property line at a point labeled 'H' and running northerly along an existing dirt road to a fork in the road and continuing along both forks of the road to points labeled 'I' and 'J'. This R.O.W. terminates at the property line at points labeled 'K' and 'L' as shown on this plat.

All of the above mentioned R.O.W.'s are to provide ingress, egress, and egress from Chatoga Ridge Road (S-37-196) to the 20.15 acre tract and the 3.32 acre tract as shown on this plat.

It is the intent of these R.O.W.'s to follow along the centerline of the existing dirt roads as they are located on the ground and the center of each R.O.W. being the centerline of the road.

Recorded this 20 day of MAY
A.D. 1997 in Vol. A492
Page 6 and Certified
John F. Tinsley
Professional Land Surveyor
No. 16824
Easley, South Carolina 29641
(864) 324-3442

005526
Em Ret: James D. Calmes
Post 16135
Greer, SC 29616
30-00

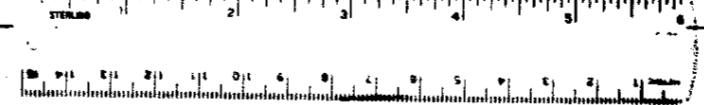
Recorded this 30 day of MAY
A.D. 1997 in Vol. A492
Page 6 and Certified
John F. Tinsley
Professional Land Surveyor
No. 16824
Easley, South Carolina 29641
(864) 324-3442

This property is subject to any and all rights-of-way, easements, and restrictions of record or on the ground.
Parent Tax Map Sheet No. 102-00-01-006
3.32 Ac. to be divided to Joseph L. Tinsley and April E. Childress
3.32 Ac. to be divided to William Clay

Survey for Thomas A. Blackwell
Joseph L. Tinsley, TS
and
April E. Childress
and
William Clay Deed 95 Pg 170

Oconee County, South Carolina
Scale: 1" = 200' Date: April 28, 1997
200 0 200 400 600
GRAPHIC SCALE - FEET

I hereby state that to the best of my knowledge, information, and belief the survey shown herein was made in accordance with the requirements of the Statutes of this State and that the same are true and correct.
John F. Tinsley, P.L.S. No. 16824



1997 MAY 20 PM 4:33
1997 MAY 20 PM 4:33

PROPERTY OF ²⁵⁰⁰THOMAS L. BLACKWELL

270 Beiman Long Rd
Westminster SC 29693

006281

PULASKI TOWNSHIP---OCONEE COUNTY---SOUTH CAROLINA

DATE: February 21, 2012
TAX MAP #102-00-01-006

File: BLACKWELL, THOMAS DAUGHTER

Reference:

Deed Book 915 page 175
Plat Book A492 page 6
Plat Book A526 pages 7 & 8
Mortgage Book 329 page 169

Recorded this 18 day of
Oct 2021
Vol. B801 Pg. 5
and Certified
Register of Deeds, Oconee County



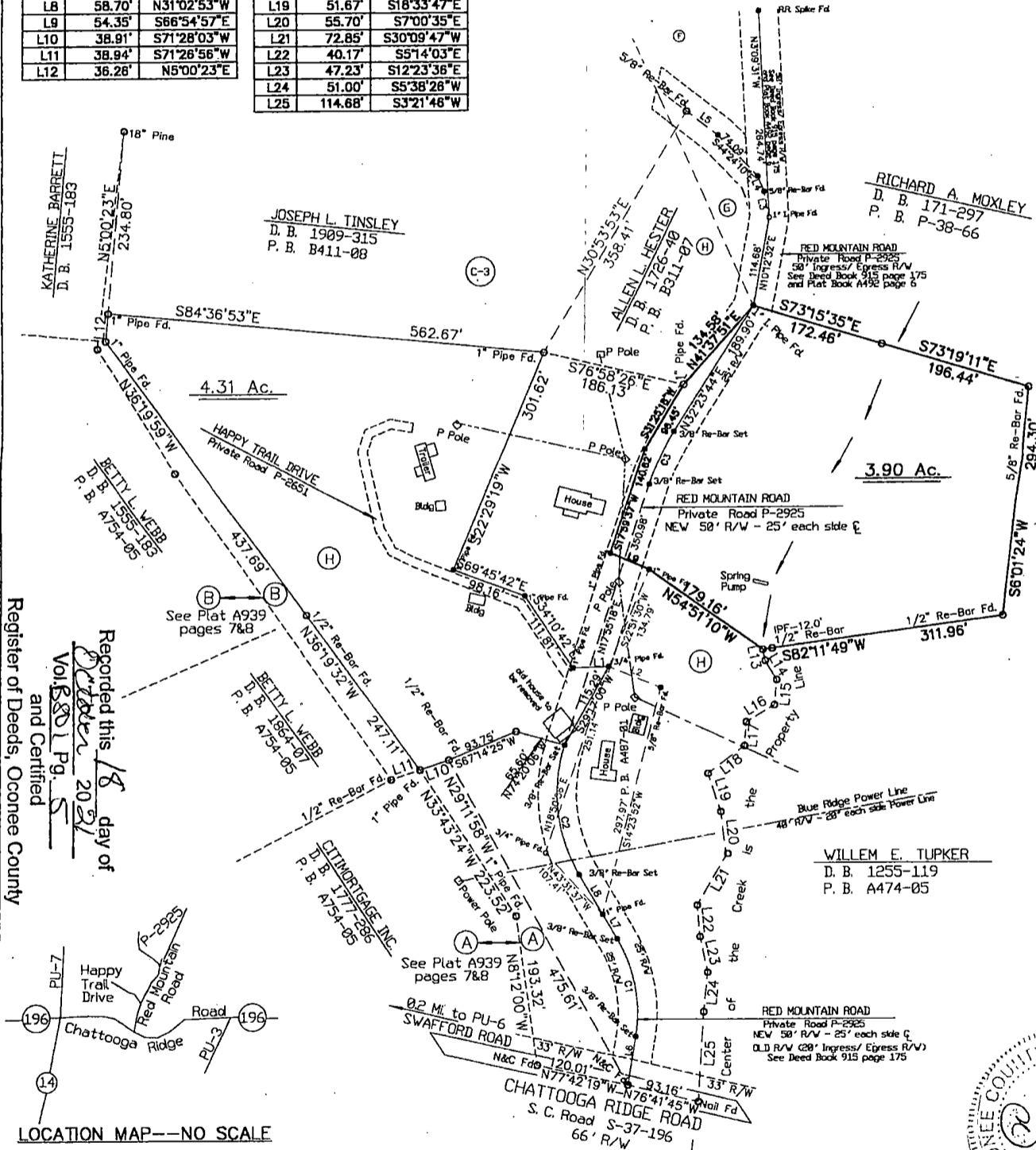
Barcode ID: 2159926 Type: PLA
Recorded: 10/18/2021 at 02:55:00 PM
Fee Amt: \$25.00
Oconee, South Carolina, Register Of Deeds Off
Anna Davison - Register Of Deeds
Page 1 of 1

BK B801 PG 5

NUM	ARC	RADIUS	BEARING	DISTANCE
C1	130.83'	186.68'	N10°58'12"W	128.17'
C2	170.94'	200.00'	S6°33'48"E	185.78'
C3	75.78'	300.00'	S25°09'31"W	75.58'

NUM	DISTANCE	BEARING
L1	45.75'	S87°58'16"W
L2	72.14'	N68°04'52"W
L3	33.42'	S11°41'33"E
L4	20.84'	S22°50'23"E
L5	50.86'	S52°16'41"E
L6	62.62'	N9°06'29"E
L7	36.27'	N31°02'52"W
L8	58.70'	N31°02'53"W
L9	54.35'	S66°54'57"E
L10	38.91'	S71°28'03"W
L11	38.94'	S71°28'56"W
L12	36.26'	N5°00'23"E

Creek Traverse		
NUM	DISTANCE	BEARING
L13	14.42'	S11°19'59"E
L14	28.57'	S30°59'18"E
L15	32.63'	S5°33'10"W
L16	42.24'	S58°07'57"W
L17	30.60'	S4°08'58"W
L18	58.36'	S53°18'24"W
L19	51.67'	S18°33'47"E
L20	55.70'	S7°00'35"E
L21	72.85'	S30°09'47"W
L22	40.17'	S57°14'03"E
L23	47.23'	S12°23'36"E
L24	51.00'	S5°38'28"W
L25	114.68'	S3°21'46"W



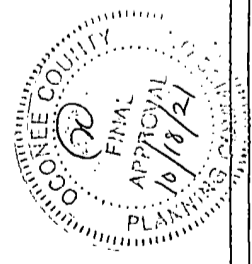
Recorded this 18 day of
October 2021
Vol. B801 Pg. 5
and Certified
Register of Deeds, Oconee County

RICHARD A. MOXLEY
D. B. 171-297
P. B. P-38-66

RED MOUNTAIN ROAD
Private Road P-2925
NEW 50' R/W - 25' each side E

WILLEM E. TUPKER
D. B. 1255-119
P. B. A474-05

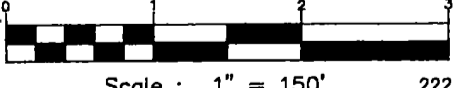
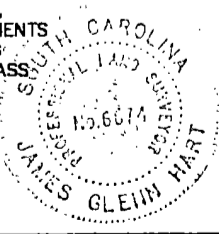
2021 OCT 18 PM 2:55



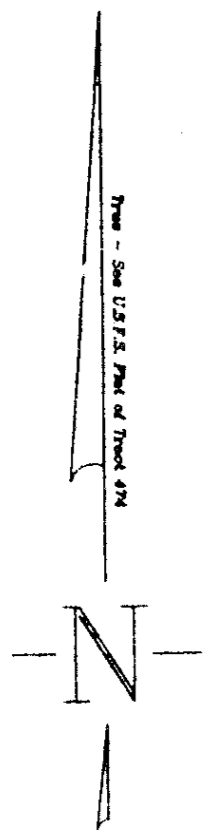
I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARD MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS C SURVEY AS SPECIFIED THEREIN.

SURVEYED BY JAMES G. HART
REG. L.S. # 6674
266 FRIENDSHIP VALLEY ROAD
SENECA, SC 29678
TELEPHONE (864) 882-7030

James G. Hart



Scale : 1" = 150' 222

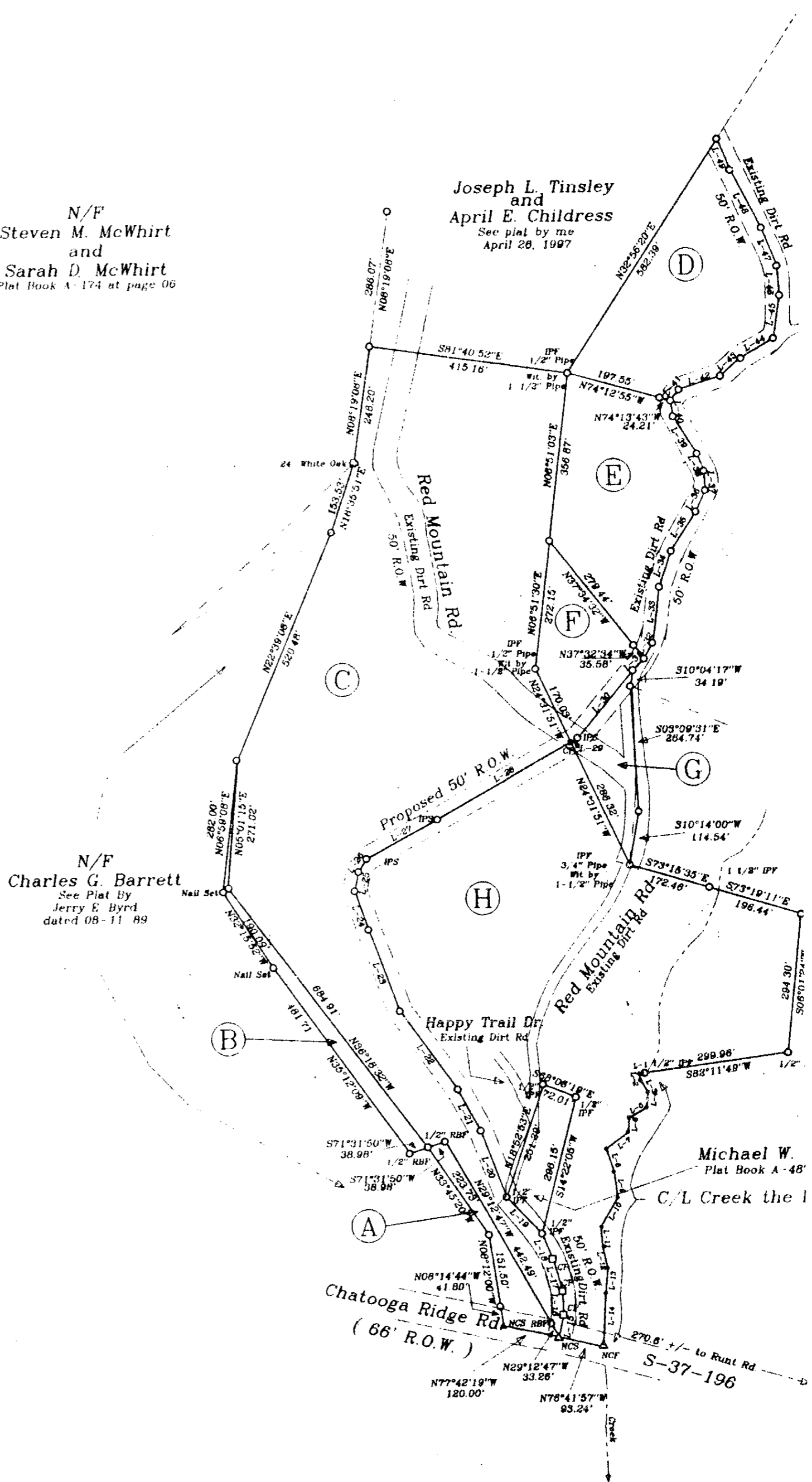


N/F
Steven M. McWhirt
and
Sarah D. McWhirt
Plat Book A-174 at page 06

Joseph L. Tinsley
and
April E. Childress
See plat by me
April 28, 1997

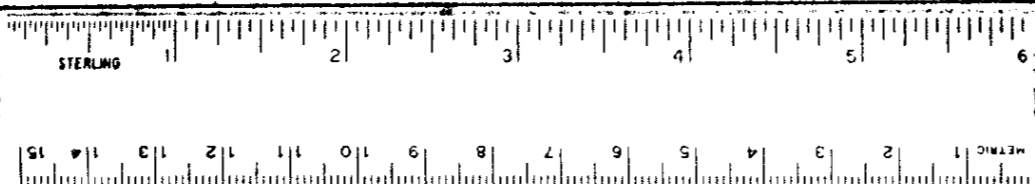
N/F
Charles G. Barrett
See Plat by
Jerry E. Byrd
dated 08-11-89

Michael W.
Plat Book A-48

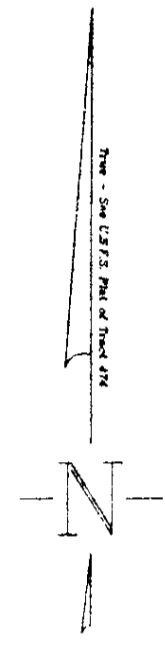
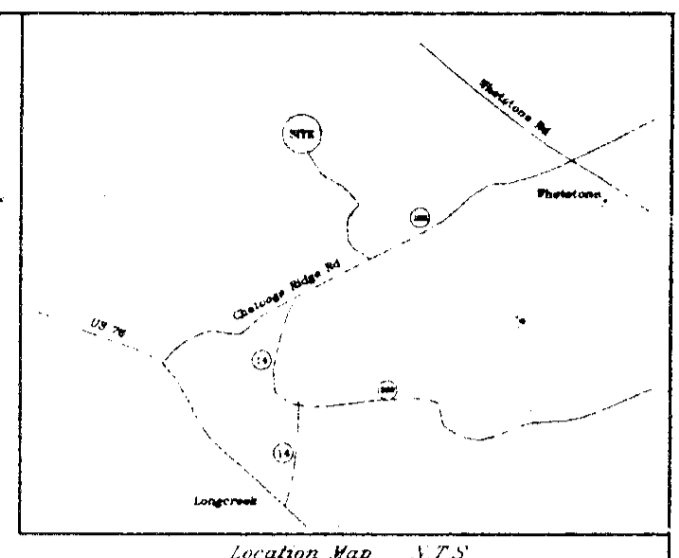


Line Table

COURSE	BEARING	DISTANCE
L-15	N11°26'34"E	46.77'
L-16	N01°39'41"W	51.61'
L-17	N16°07'25"W	70.10'
L-18	N21°40'05"W	68.00'
L-19	N43°34'58"W	107.58'
L-20	N20°05'54"W	150.29'
L-21	N27°57'25"W	98.46'
L-22	N35°10'11"W	204.70'
L-23	N19°40'12"W	184.27'
L-24	N18°57'02"W	85.09'
L-25	N11°35'48"E	41.17'
L-26	N35°18'51"E	33.06'
L-27	N81°03'18"E	168.50'
L-28	N58°59'26"E	323.19'
L-29	N68°05'08"E	17.68'
L-30	N38°11'55"E	182.45'
L-31	N43°06'30"E	34.20'
L-32	N28°29'23"E	97.15'
L-33	N07°14'17"E	118.41'
L-34	N19°02'29"E	80.12'
L-35	N32°47'34"E	97.19'
L-36	N84°39'11"E	50.51'
L-37	N03°53'48"W	42.11'
L-38	N21°19'15"W	37.25'
L-39	N31°08'08"W	83.38'
L-40	N08°02'40"W	33.18'
L-41	N37°24'28"E	89.52'
L-42	N72°00'30"E	80.89'
L-43	N47°50'30"E	64.18'
L-44	N50°50'54"E	78.85'
L-45	N08°30'44"E	81.25'
L-46	N03°46'00"W	82.17'
L-47	N21°07'17"W	84.90'
L-48	N27°19'18"W	138.98'
L-49	N21°42'26"W	70.18'

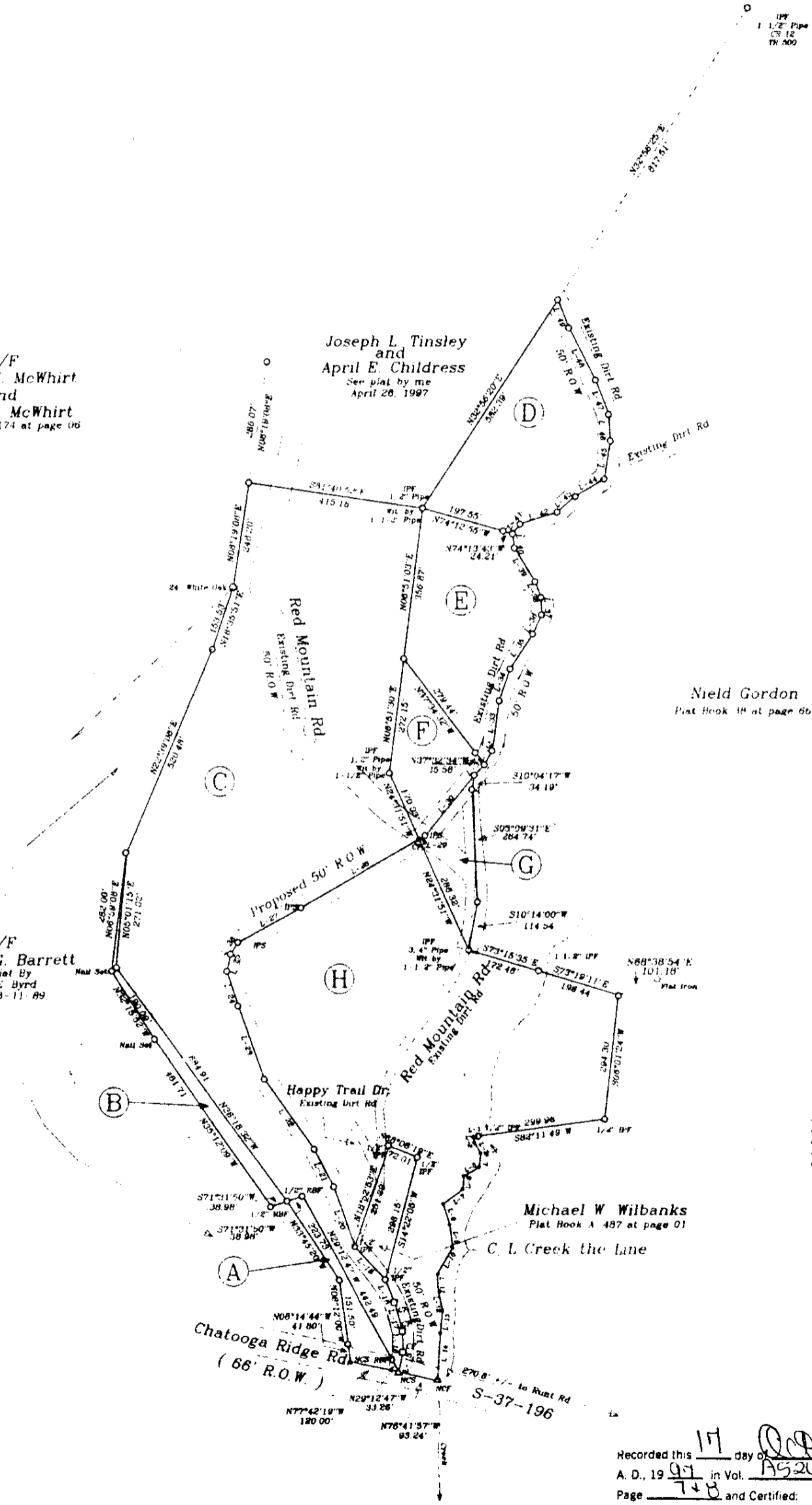


FILED OCT 17 PM 12:07
 SHERIFF'S OFFICE
 CLERK OF COURT



N/F
 Steven M. McWhirt
 and
 Sarah D. McWhirt
 Plat Book A-174 at page 06

N/F
 Charles G. Barrett
 See Plat by
 Jerry E. Jurd
 dated 08-11-89



- (A) 0.46 Acres
- (B) 0.49 Acres
- (C) 14.99 Acres
- (D) 2.87 Acres → Indef Nield Gordon to: Joseph Tinsley & April Childress
- (E) 2.77 Acres
- (F) 1.12 Acres → Nield Gordon to: Thomas R. Blackwell
- (G) 0.64 Acres → Nield Gordon to: Thomas R. Blackwell
- (H) 11.79 Acres

Below:
 Indef - Property of
 Nield Gordon

Line Table

COURSE	BEARING	DISTANCE
L-15	N113°26'34"E	44.77
L-16	N01°12'41"E	21.01
L-17	N18°07'25"W	70.10
L-18	N81°40'05"W	68.90
L-19	N43°34'58"W	107.95
L-20	N20°05'34"W	150.29
L-21	N47°07'23"W	80.48
L-22	N76°18'11"W	204.70
L-23	N18°46'12"E	164.87
L-24	N18°57'02"E	85.09
L-25	N11°36'43"E	41.17
L-26	N53°18'51"E	33.06
L-27	N81°05'18"E	188.50
L-28	N08°04'58"E	353.19
L-29	N58°54'28"E	17.98
L-30	N08°11'50"E	182.45
L-31	N43°08'39"E	34.40
L-32	N08°28'23"E	37.15
L-33	N07°14'17"E	116.41
L-34	N18°02'29"E	80.12
L-35	N08°04'34"E	97.14
L-36	N84°38'11"E	50.51
L-37	N08°03'44"W	42.11
L-38	N81°19'15"W	37.25
L-39	N31°06'08"W	80.38
L-40	N08°02'46"W	33.18
L-41	N37°24'28"E	39.52
L-42	N70°00'30"E	90.06
L-43	N47°50'20"E	86.18
L-44	N08°00'34"E	78.05
L-45	N08°30'44"E	81.25
L-46	N03°48'09"E	82.17
L-47	N21°07'17"W	84.86
L-48	N87°19'18"W	138.98
L-49	N81°42'26"W	70.18

Creek Traverse

COURSE	BEARING	DISTANCE
L-1	S88°11'49"W	12.00
L-2	S11°19'58"E	14.42
L-3	S90°58'13"E	28.57
L-4	S48°53'10"E	12.63
L-5	S59°07'57"W	42.24
L-6	S04°08'58"W	30.60
L-7	S82°18'24"E	28.85
L-8	S18°33'47"E	51.67
L-9	S07°00'35"E	55.70
L-10	S20°08'47"E	72.85
L-11	N05°14'03"E	40.17
L-12	S10°28'38"E	47.23
L-13	S08°08'28"W	51.00
L-14	S03°20'31"W	114.70

Legend
 I.P.F. Iron Pipe Found
 U.P.S. Iron Pipe Set
 R.W. Rebar Found
 R.S. Rebar Set
 C.P. Computed Point
 N.C.F. Nail and Cap Found
 M.C.S. Nail and Cap Set

John F. Tinsley
 Professional Land Surveyor
 No. 16824
 P.O. Box 345
 Enslley, South Carolina 29641
 (864) 224-3442

This property is subject to any and all rights of way easements and restrictions of record or on the ground.
 Parcel Tax Map Sheet No. 104-00-01-008
 Reference to Plat Book 147 at page 026
 All points in creek are computed points unless otherwise noted
 All points are 1/2" = 100' unless otherwise noted.

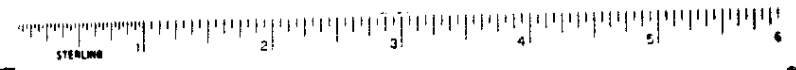
Survey For
T.L. Blackwell
 Oconee County, South Carolina
 Scale 1" = 200' Date August 11, 1997

200 0 200 400 800
 GRAPHIC SCALE - FEET

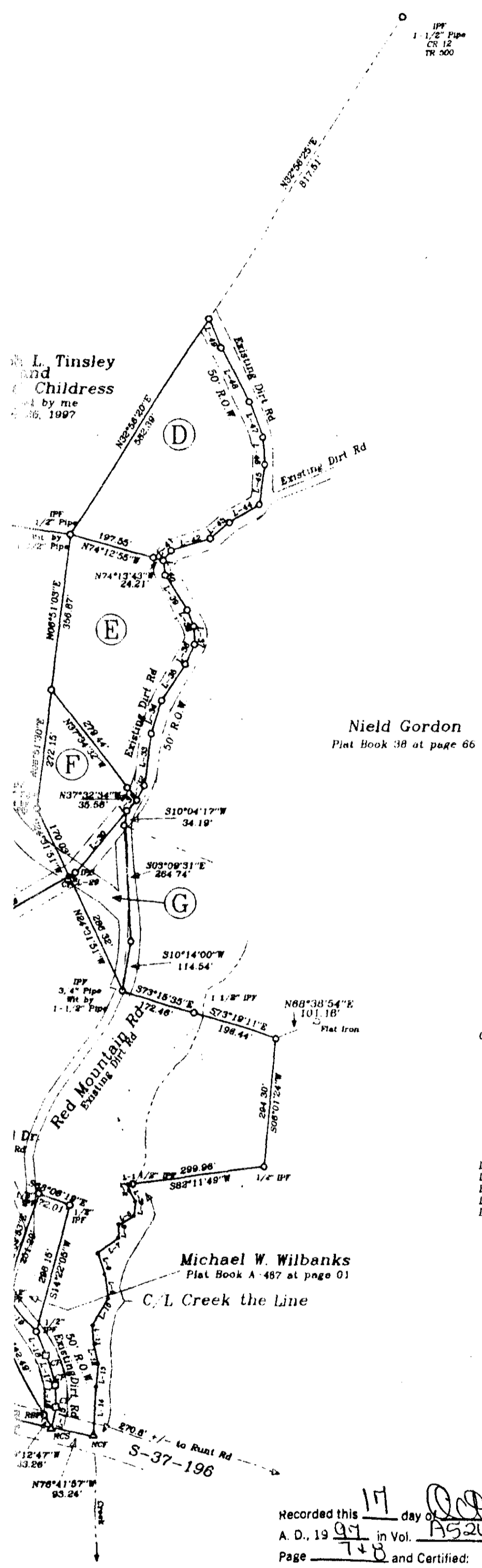
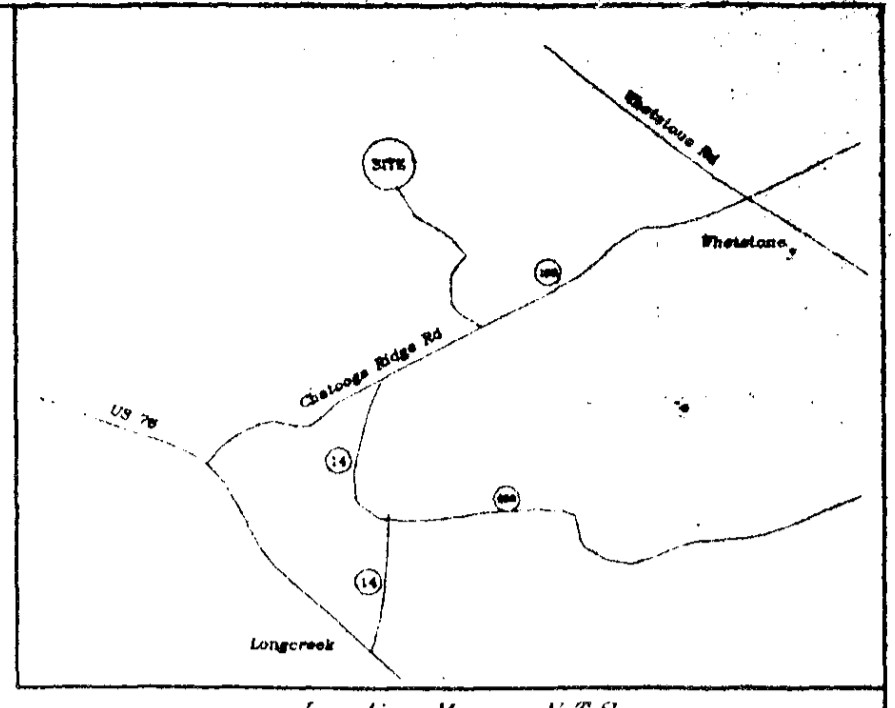
I hereby state that to the best of my knowledge, information, and belief, the survey described herein was made in accordance with the laws of the State of South Carolina, and meets or exceeds the requirements for a valid survey.
 John F. Tinsley, ES No. 16824

Recorded this 17 day of Oct
 A. D. 19 97 in Vol. A526
 Page 7+8 and Certified:
 Willie C. Smith
 C.C.C.P.S.

011899
 200 fee
 Allinger
 Atty



FILED OCONEE SC
SALLIE C. SMITH
CLERK OF COURT
1997 OCT 17 PM 12:07



FILED OCONEE SC
SALLIE C. SMITH
CLERK OF COURT
1997 OCT 17 PM 12:08

- (A) 0.46 Acres
- (B) 0.49 Acres
- (C) 14.99 Acres
- See Road 940 Rg 266 → (D) 2.87 Acres → Indef Nield Gordon to: Joseph Tinsley & Agnes Childress
- (E) 2.77 Acres
- See Road 940 Rg 266 → (F) 1.12 Acres → Nield Gordon to: Thomas S. Blackwell
- See Road 940 Rg 266 → (G) 0.64 Acres → Nield Gordon to: Thomas S. Blackwell
- (H) 11.79 Acres

Also:
Indef - Property of
Nield Gordon

Legend
IPF - Iron Pipe Found
IPS - Iron Pipe Set
RBF - Rebar Found
RBS - Rebar Set
CP - Computed Point
NCF - Nail and Cap Found
NCS - Nail and Cap Set

Creek Traverse

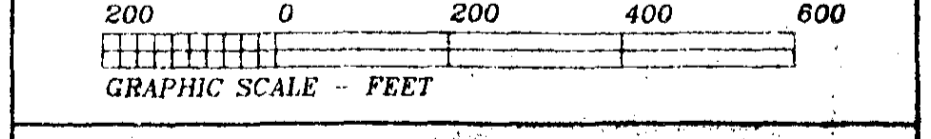
COURSE	BEARING	DISTANCE
L-1	S82°11'49"W	12.00'
L-2	S11°19'59"E	14.42'
L-3	S30°59'19"E	26.57'
L-4	S05°33'10"W	32.83'
L-5	S59°07'57"W	42.24'
L-6	S04°08'59"W	30.60'
L-7	S53°18'24"W	59.36'
L-8	S18°33'47"E	51.67'
L-9	S07°00'35"E	55.70'
L-10	S30°09'47"W	72.85'
L-11	S05°14'03"E	40.17'
L-12	S12°23'36"E	47.23'
L-13	S05°38'20"W	51.00'
L-14	S03°20'31"W	114.70'

John F. Tinsley
Professional Land Surveyor
No. 16824
P.O. Box 345
Easley, South Carolina 29841
(864) 224-3442

This property is subject to any and all rights-of-way, easements, and restrictions of record or on the ground.
Parent Tax Map Sheet No. 102-00-01-008
Reference Road Book 141 at page 259.
All points in creek are computed points unless otherwise noted.
All points are 1/2" IPS unless otherwise noted.

Survey for
T.L. Blackwell

Oconee County, South Carolina
Scale: 1" = 200' Date: August 11, 1997

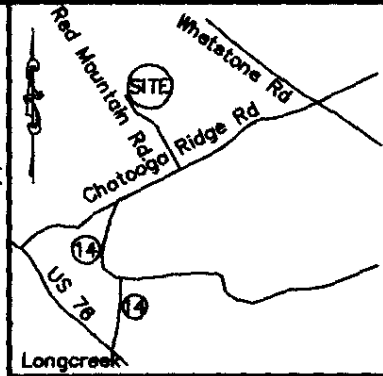
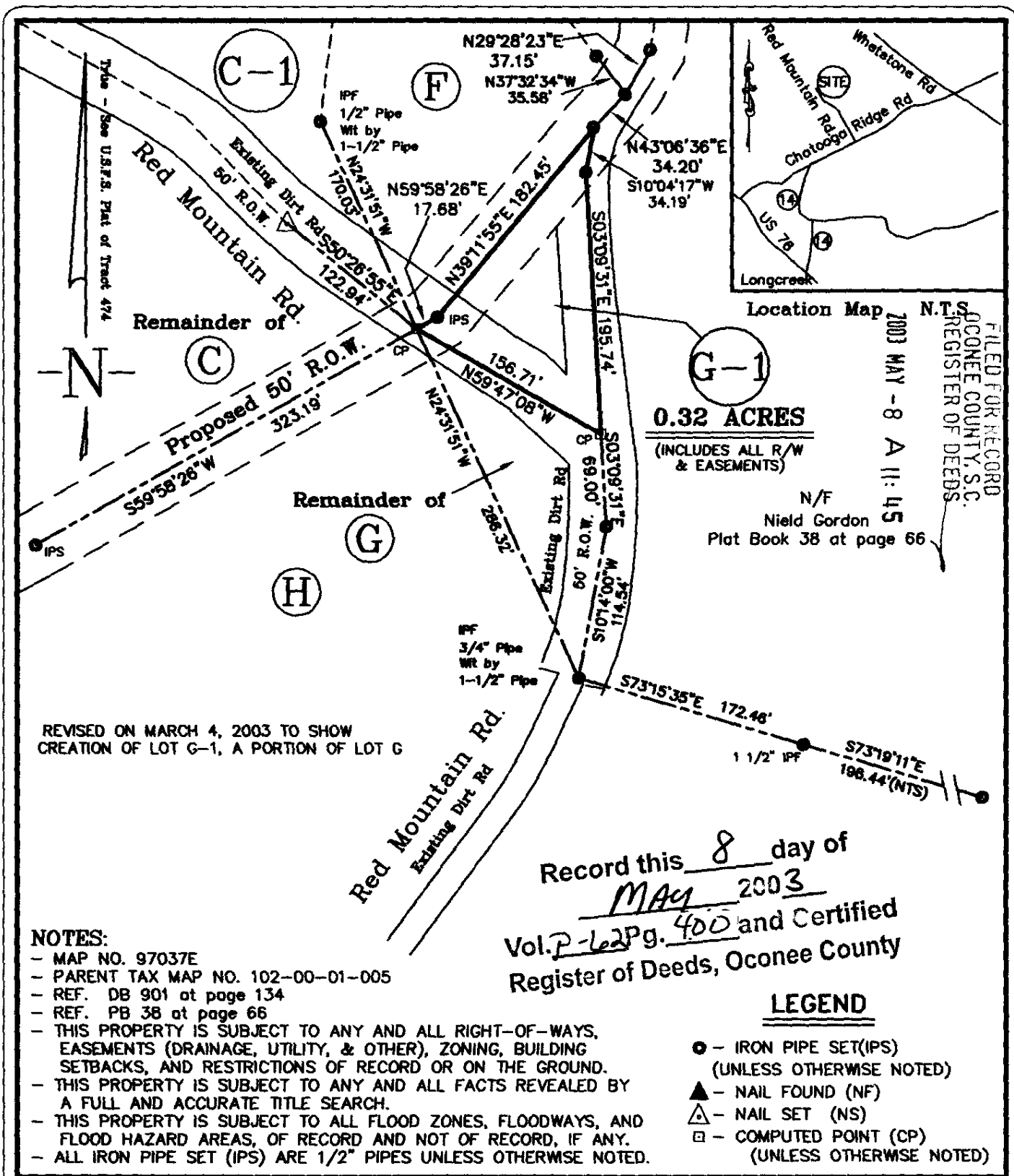


I hereby state that to the best of my knowledge, information, and belief, the survey above shown was made in accordance with the provisions of the Uniform Standards Manual for the practice of land surveying in South Carolina, and more or amended the requirements for a class of survey as specified therein.
John F. Tinsley, S.L.S. No. 16824

Recorded this 17 day of Oct
A. D., 19 97 in Vol. A526
Page 74B and Certified:
Sallie C. Smith
C.C.C.P.A.S.
Oconee County, S.C.

011899
200 fee
Allinger
Atty





FILED FOR RECORD
 OCOONEE COUNTY, S.C.
 REGISTER OF DEEDS

2003 MAY - 8 A 11:45

Location Map N.T.S.
0.32 ACRES
 (INCLUDES ALL R/W & EASEMENTS)
 N/F
 Nield Gordon
 Plat Book 38 at page 66

REVISED ON MARCH 4, 2003 TO SHOW
 CREATION OF LOT G-1, A PORTION OF LOT G

Record this 8 day of
MAY 2003
 Vol. P-62 Pg. 400 and Certified
 Register of Deeds, Oconee County

NOTES:

- MAP NO. 97037E
- PARENT TAX MAP NO. 102-00-01-005
- REF. DB 901 at page 134
- REF. PB 38 at page 66
- THIS PROPERTY IS SUBJECT TO ANY AND ALL RIGHT-OF-WAYS, EASEMENTS (DRAINAGE, UTILITY, & OTHER), ZONING, BUILDING SETBACKS, AND RESTRICTIONS OF RECORD OR ON THE GROUND.
- THIS PROPERTY IS SUBJECT TO ANY AND ALL FACTS REVEALED BY A FULL AND ACCURATE TITLE SEARCH.
- THIS PROPERTY IS SUBJECT TO ALL FLOOD ZONES, FLOODWAYS, AND FLOOD HAZARD AREAS, OF RECORD AND NOT OF RECORD, IF ANY.
- ALL IRON PIPE SET (IPS) ARE 1/2" PIPES UNLESS OTHERWISE NOTED.

LEGEND

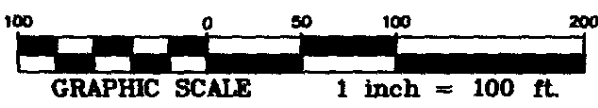
- - IRON PIPE SET (IPS)
(UNLESS OTHERWISE NOTED)
- ▲ - NAIL FOUND (NF)
- △ - NAIL SET (NS)
- - COMPUTED POINT (CP)
(UNLESS OTHERWISE NOTED)

Survey For Thomas L. Blackwell
 Joseph L. Tinsley } To
 and
 April E. Childress } G-1
0.32 ACRES TOTAL
 (INCLUDES ALL R/W & EASEMENTS)

John F. Tinsley
 Professional Land Surveyor
 No. 16824
 P.O. Box 345
 Easley, South Carolina 29641
 (864) 224-3442

DB 1278
 P 238

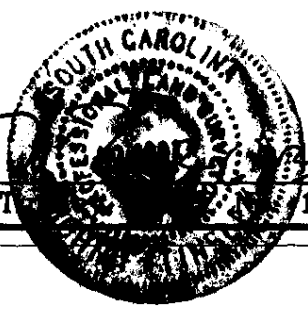
Oconee County, South Carolina August 11, 1997, 2002 Seal



I hereby state that to the best of my knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Minimum Standards Manual for the practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a class B survey as specified therein.

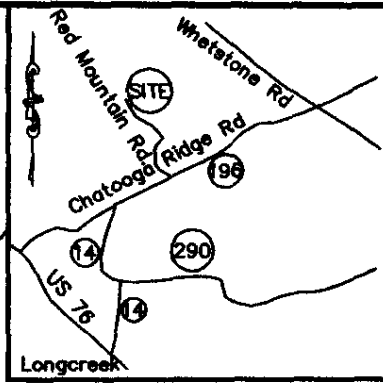
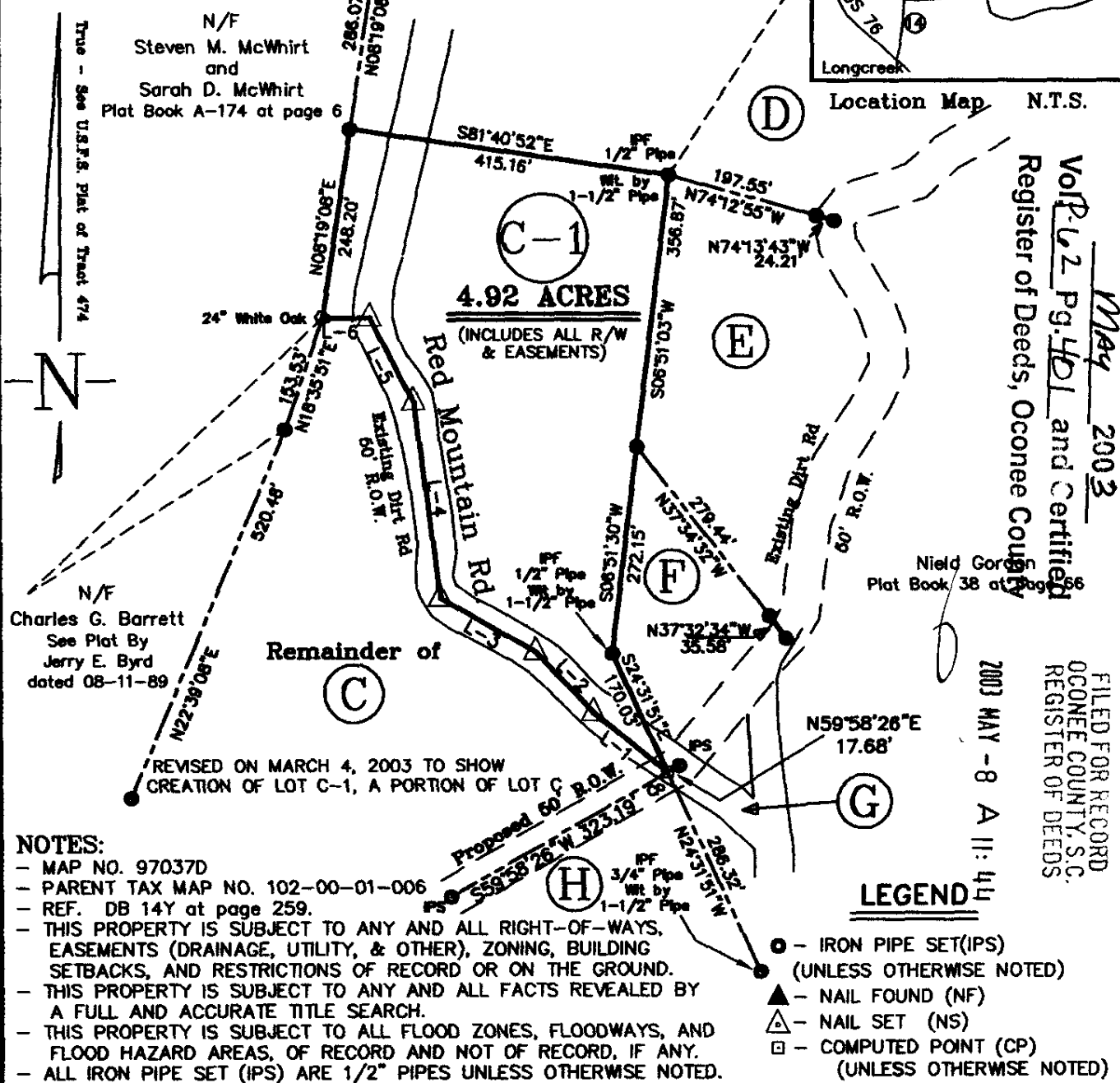
Owens
 5.00 007859

John F. Tinsley
 16824



OCOONEE COUNTY PLANNING COMMISSION
 415 S. Pine Street
 Walhalla, SC 29691

LINE TABLE		
LINE	BEARING	LENGTH
L-1	N50°28'55"W	122.94'
L-2	N43°14'38"W	108.65'
L-3	N60°04'42"W	141.31'
L-4	N07°29'01"W	258.18'
L-5	N27°05'46"W	122.69'
L-6	N89°28'03"W	61.02'



Record this 8 day of May 2003

Vol. P-62 Pg. 401 and Certified Register of Deeds, Oconee County

FILED FOR RECORD OCONEE COUNTY, S.C. REGISTER OF DEEDS

2003 MAY - 8 A 11:44

Survey For *Thomas L. Blackwell*
 Joseph L. Tinsley } To
 and } C-1
 April E. Childress
 4.92 ACRES TOTAL
 (INCLUDES ALL R/W & EASEMENTS)

John F. Tinsley
 Professional Land Surveyor
 No. 16824
 P.O. Box 345
 Easley, South Carolina 29841
 (864) 224-3442

Oconee County, South Carolina August 11, 1997, 2002 Seal

200 0 100 200 400
 GRAPHIC SCALE 1 inch = 200 ft.

I hereby state that to the best of my knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Minimum Standards Manual for the practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a class B survey as specified therein.

OW 5.00 007858

John F. Tinsley 16824

Oconee County Planning Commission
 415 S. Pine Street
 Walhalla, SC 29691

APPRAISAL REPORT



**Fall Creek Headwaters
286 Red Mountain Road
Mountain Rest, Oconee County, SC, 29664**

Effective Date:

January 31, 2024

Date of Report:

March 12, 2024

Prepared For

Mr. Joseph Tinsley and Ms. April Childress
Oconee County Conservation Bank, Upstate Forever, and the South Carolina Conservation
Bank
286 Red Mountain Road
Mountain Rest, SC, 29664

Prepared by

BATSON COMPANY, INC.
2811 Brushy Creek Road
Easley, SC 29642

File Number:

24-041

Batson
C O M P A N Y



Batson Company, Inc.

**2811 Brushy Creek Road
Easley, South Carolina, 29642**

Office (864) 307-8282

www.batsonval.com

March 12, 2024

Mr. Joseph Tinsley and Ms. April Childress
286 Red Mountain Road
Mountain Rest, SC 29664

And the Oconee County Conservation Bank, Upstate Forever, and the South Carolina
Conservation Bank

Re: Appraisal Report
Fall Creek Headwaters
286 Red Mountain Road, Mountain Rest,
Oconee County, SC, 29664
Batson Company Inc. File No.: 24-041

Dear Mr. Tinsley and Ms. Childress:

At your request, we are pleased to present the attached Appraisal Report. The following report sets forth my opinions of market value along with supporting data and the reasoning which forms the basis of the opinions.

We appraise the subject property "as is" and "as encumbered" by a conservation easement in Fee Simple interest. The subject is three adjoining tax map parcels owned by Joseph Tinsley & April Childress; located along Red Mountain Road near the Mountain Rest community in Oconee County, South Carolina. The site contains a total of 108.25 acres, which is comprised of mostly mixed hardwood and pine stands. The site is improved with two single-family residences, storage shed, outhouse, and solar arrays, with a street address of 286 Red Mountain Road. The site is more fully described in the attached appraisal report.

The entire tract of 108.25 acres is to be encumbered by a voluntary, perpetual conservation easement to Upstate Forever, et al in 2024. The draft conservation easement deed is included in the addenda of this report. After the conservation easement, there are no unencumbered remainders of the larger parcel, but the owner retains limited property rights in the encumbered areas as explained in the appraisal report. The values reported in this appraisal include the "as is" or before the conservation easement, and "as encumbered" by the conservation easement in Fee Simple interest.

Fall Creek Headwaters,
Mountain Rest, SC
March 12, 2024

The difference in the two values is the value of the easement to be placed on the property as of January 31, 2024. This value is further defined as the estimated fair market value of the non-cash charitable donation, subject to the Declaration of Restrictions and Covenants, by the property owner. The purpose of this appraisal is for income tax purposes as further defined in the appraisal. We understand that Upstate Forever, Oconee County Conservation Bank, and the SC Conservation Bank are additional intended users; the appraisal is to be used for documentation.

The Sales Comparison Approach to market value is considered the only applicable approach and was completed within the report. The Cost Approach and the Income Approach were not considered applicable and were not completed. The entire report, including all assumptions and limiting conditions contained in the Addendum, are inseparable from this letter. The data and analysis that formulated the value conclusions are incorporated in the report following this letter.

The final appraisal may be used by the landowners and the receiving land trust for income tax and disclosure purposes. The entire report, including all assumptions and limiting conditions contained in the Addendum, are inseparable from this letter. The data and analysis that formulated the value conclusion are incorporated in the report following this letter.

For this report, we make the following hypothetical conditions, and also include the following extraordinary assumptions.

- The landowner has made representations to us that there are no other properties owned by the donor in the immediate vicinity of this conservation easement that could potentially benefit from the donation of a conservation easement. We exclude other parcels under the ownership of the donor or other family members that may be proximate or contiguous from the appraisal, as we believe there is no impact on their value. This is a hypothetical condition of the appraisal.
- For purposes of analysis, we assume that the dates of value as encumbered and unencumbered by the easement are similar. This is a hypothetical condition of the appraisal.
- No separate timber value is reported, and the standing timber on the site, if any, is implicitly included in the valuation given the larger parcel's highest and best use. This is an extraordinary assumption.

The report has been prepared for, and the professional fee billed to Client. It is intended for use by your internal management and may not be relied upon by other third-party entities without our written permission.

Fall Creek Headwaters,
Mountain Rest, SC
March 12, 2024

Based on our investigation and analysis, and subject to the attached assumptions and limiting conditions, we have formed the following value conclusion:

Final Opinion of Market Value				
Property	Appraisal Premise	Interest	Effective Date	Market Value
Fall Creek Headwaters	Before the Easement	Fee Simple	January 31, 2024	\$650,000
Fall Creek Headwaters	After the Easement	Fee Simple	January 31, 2024	\$260,000
Fall Creek Headwaters	Conservation Easement Fair Market Value	Fee Simple	January 31, 2024	\$390,000

The analyses, opinions, and conclusions developed and presented in this report have been prepared to conform with our interpretation of the requirements and recommendations established in the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA), and Title XI Regulations.

If there are any questions concerning the report or if we can be of further service, please feel free to contact me.

Best regards,



A. Keith Batson, MAI
SC Certified General Real Estate Appraiser
Certificate No. CG1627
Expires 6/30/24



Grant Turner
SC Apprentice Appraiser
Certificate No. 7883
Expires 6/30/24

Executive Summary

Subject Property Information	
Property Type	Conservation Easement
Address	286 Red Mountain Road, Mountain Rest, SC 29664
Tax Identification Numbers	102-00-01-013, 102-00-01-005, & 102-00-01-029
Owner	Joseph Tinsley & April Childress
Date of Inspection	January 31, 2024
Site Summary	
Total Land Size	108.25 acres or 4,715,370 SF
Zoning	CFD
Flood Zone	X, 45073C0155C, September 11, 2009
Highest and Best Use	
As Vacant	single-family

Final Opinion of Market Value				
Property	Appraisal Premise	Interest	Effective Date	Market Value
Fall Creek Headwaters	Before the Easement	Fee Simple	January 31, 2024	\$650,000
Fall Creek Headwaters	After the Easement	Fee Simple	January 31, 2024	\$260,000
Fall Creek Headwaters	Conservation Easement Fair Market Value	Fee Simple	January 31, 2024	\$390,000

For this report, we make the following hypothetical conditions, and also include the following extraordinary assumptions.

- The landowner has made representations to us that there are no other properties owned by the donor in the immediate vicinity of this conservation easement that could potentially benefit from the donation of a conservation easement. We exclude other parcels under the ownership of the donor or other family members that may be proximate or contiguous from the appraisal, as we believe there is no impact on their value. This is a hypothetical condition of the appraisal.
- For purposes of analysis, we assume that the dates of value as encumbered and unencumbered by the easement are similar. This is a hypothetical condition of the appraisal.
- No separate timber value is reported, and the standing timber on the site, if any, is implicitly included in the valuation given the larger parcel's highest and best use. This is an extraordinary assumption.
- The land area/size of the larger parcel is based on the conservation easement and prior legal description. If the final conservation easement area differs significantly than as represented, we reserve the right to amend the appraisal accordingly. This is an extraordinary assumption.

Certification Statement

We certify to the best of our knowledge and belief:

1. The statements of facts contained in this report are true and correct to the best of our knowledge.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is our personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in or bias with respect to the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved.
4. We have no bias with respect to the property that is the subject of this report or to the parties involved in the assignment.
5. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. Our compensation for completing this assignment is not contingent upon the development of reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. A. Keith Batson, MAI and Grant Turner made a personal inspection of the subject property.
8. No one provided professional real estate appraisal assistance to the person(s) signing this report.
9. Although several market participants may be contacted as a part of our routine market research investigation, absolute client confidentiality and privacy are maintained at all times with regard to this assignment without conflict of interest.
10. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation and the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
11. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
12. We have performed no prior professional or appraisal services on the subject property. We have no present or prospective interest in this property, or the parties involved.
13. A. Keith Batson, MAI has completed the requirements of the continuing education program for Designated Members of the Appraisal Institute.



A. Keith Batson, MAI
SC Certified General Real Estate Appraiser
Certificate No. CG1627
Expires 6/30/24



Grant Turner
SC Apprentice Appraiser
Certificate No. 7883
Expires 6/30/24



March 30, 2024

[Adjacent Landowner Name]
[Adjacent Landowner Address]

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 Fall 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. Adjoining landowners and lessees of the property have thirty (30) days to submit comments to the OCCB regarding the application.

Getting to know this area of Mountain Rest 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, conservation 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,

A handwritten signature in black ink that reads 'Chris Starker'.

Chris Starker
Land Conservation Manager

DAVIS ANGELA & BOBBY
256 RED MTN RD
MOUNTAIN REST, SC 29664

HESTER ALLEN LAWRENCE
1000 3RD ST 6C
NEPTUNE BEACH, FL 32266

TINSLEY JOSEPH L & CHILDRESS APRI
286 RED MOUNTAIN RD
MOUNTAIN REST, SC 29664

TINSLEY JOSEPH L & CHILDRESS APRI
286 RED MTN RD
MOUNTAIN REST, SC 29664

TUPKER WILLEM E & LOUISE M J
PO BOX 279
LONG CREEK, SC 29658

WILBANKS LARRY GENE
770 CHATTOOGA RIDGE RD
MOUNTAIN REST, SC 29664

CLAY WILLIAM C
125 APPLE ORCHARD RD
MOUNTAIN REST, SC 29664

HESTER ALLEN LAWRENCE
1000 3RD ST 6C
NEPTUNE BEACH, FL 32266

KEIGAN DAVID
1826 ED PRATCHER RD
COMO, MS 38619

MCWHIRT STEVEN M & SARAH D
151 MOUNTAIN COVE RD
MOUNTAIN REST, SC 29664

STEPHENS STEPHEN L & TERESA A
283 RED MOUNTAIN RD
MOUNTAIN REST, SC 29664

TINSLEY JOSEPH L & CHILDRESS APRI
286 RED MTN RD
MOUNTAIN REST, SC 29664

U S A, % DEPT OF AGRICULTURE
1371 PEACHTREE NE #600
ATLANTA, GA 30319

HESTER ALLEN LAWRENCE
1000 3RD ST 6C
NEPTUNE BEACH, FL 32266

TINSLEY JOSEPH L & CHILDRESS APRI
286 RED MOUNTAIN RD
MOUNTAIN REST, SC 29664

TINSLEY JOSEPH L & CHILDRESS APRI
286 RED MTN RD
MOUNTAIN REST, SC 29664

U S A, % DEPT OF AGRICULTURE
1371 PEACHTREE NE #600
ATLANTA, GA 30319

WILBANKS LARRY GENE
770 CHATTOOGA RIDGE RD
MOUNTAIN REST, SC 29664



2024 Budget

Total With Restrictions **Total Without Restrictions** **Total 2024 Budget**

Funding Sources			
Contributions Income	10,000	500,000	510,000
Campaign Income	360,000	562,267	922,267
Grants	444,725	20,000	464,725
Program Fees	50,000	4,000	54,000
Total Revenue	864,725	1,086,267	1,950,992
LT Endowment Transfer In	70,000	-	70,000
Endowment Transfer In	80,000		80,000
Campaign Cash Carryforward	67,122	520,982	588,104
Total Funds Available	1,081,847	1,607,249	2,689,096
Expenses			
Payroll Costs			
Salaries	840,041	1,086,930	1,926,971
Employee Benefits	54,603	70,650	125,253
Payroll Tax Expense	63,003	81,520	144,523
Payroll Service	-	5,000	5,000
Total Payroll	957,647	1,244,100	2,201,747
Allocation of Overhead	134,407	173,909	308,315
Allocation Trnsfd Out	-	(308,315)	(308,315)
Conservation Easements	45,000	-	45,000
Consultants	62,640	160,000	222,640
Computer Assistance & Support	17,000	36,500	53,500
Hardware & Software	12,180	35,100	47,280
Telecommunications	3,500	14,730	18,230
Insurance	1,300	27,000	28,300
Meeting and Conference Expenses	17,000	23,600	40,600
Printed Materials	4,900	58,750	63,650
Office Supplies and Occupancy	2,700	45,000	47,700
Travel	23,110	14,700	37,810
Other Expenses			
Accounting	-	20,000	20,000
Advertising	1,000	-	1,000
Bank Charges	250	3,800	4,050
Education & Training	3,750	28,600	32,350
Organizational Dues	21,000	1,775	22,775
Sponsorships	-	8,000	8,000
Other	700	20,000	20,700
Total Other Expenses	26,700	82,175	108,875
Total Expense	1,308,084	1,607,248	2,915,332
Change in Net Assets	(226,237)	0	(226,236)
2023 Carry-Over into 2024	679,000	-	679,000
2024 Projected Ending Fund Balance	452,763	0	452,764

2024 Administrative costs as a % of total Expenses

21.9%

**UPSTATE FOREVER
GREENVILLE, SOUTH CAROLINA**

FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2022 AND 2021

**UPSTATE FOREVER
GREENVILLE, SOUTH CAROLINA**

TABLE OF CONTENTS

YEARS ENDED DECEMBER 31, 2022 AND 2021

	Page
Independent Auditor's Report	1
Financial Statements	
Statement of Financial Position - 2022	3
Statement of Activities - 2022	4
Statement of Functional Expenses - 2022	5
Statements of Cash Flows - 2022 and 2021	6
Statement of Financial Position - 2021	7
Statement of Activities - 2021	8
Statement of Functional Expenses - 2021	9
Notes to Financial Statements	10



INDEPENDENT AUDITOR’S REPORT

Board of Trustees
 Upstate Forever
 Greenville, South Carolina

Opinion

We have audited the accompanying financial statements of Upstate Forever (a nonprofit organization), which comprise the statements of financial position as of December 31, 2022 and 2021, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

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, 2022 and 2021, 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.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor’s Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Upstate Forever and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Upstate Forever’s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor’s Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 Upstate Forever's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Upstate Forever's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Greene Finney Cauley, LLP

Greene Finney Cauley, LLP
Mauldin, South Carolina
March 30, 2023

**UPSTATE FOREVER
GREENVILLE, SOUTH CAROLINA**

STATEMENT OF FINANCIAL POSITION

DECEMBER 31, 2022

(WITH COMPARATIVE TOTALS FOR DECEMBER 31, 2021)

	WITHOUT DONOR RESTRICTIONS	WITH DONOR RESTRICTIONS	2022 TOTAL	2021 TOTAL
ASSETS				
Cash	\$ (46,411)	411,854	365,443	\$ 552,452
Marketable Securities	3,666,179	2,255,455	5,921,634	7,250,821
Private Equity	41,949	-	41,949	183,986
Accounts Receivable	30,000	341,410	371,410	193,652
Long-Term Accounts Receivable, net	46,032	170,006	216,038	116,567
Campaign Pledge Receivables, net	11,180	-	11,180	72,713
Prepaid Expenses	-	-	-	3,474
Other Current Assets	1,807	-	1,807	7,973
Due to/from Other Funds	(72,578)	72,578	-	-
Property and Equipment, net	565,512	-	565,512	587,344
TOTAL ASSETS	\$ 4,243,670	3,251,303	7,494,973	\$ 8,968,982
LIABILITIES AND NET ASSETS				
LIABILITIES				
Accounts Payable	\$ 19,967	-	19,967	\$ 11,030
Accrued Liabilities	61,516	-	61,516	60,570
TOTAL LIABILITIES	81,483	-	81,483	71,600
NET ASSETS				
Without Donor Restrictions	4,162,187	-	4,162,187	5,699,343
With Donor Restrictions	-	3,251,303	3,251,303	3,198,039
TOTAL NET ASSETS	4,162,187	3,251,303	7,413,490	8,897,382
TOTAL LIABILITIES AND NET ASSETS	\$ 4,243,670	3,251,303	7,494,973	\$ 8,968,982

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, 2022

(WITH COMPARATIVE TOTALS FOR THE YEAR ENDED DECEMBER 31, 2021)

	WITHOUT DONOR RESTRICTIONS	WITH DONOR RESTRICTIONS	2022 TOTAL	2021 TOTAL
PUBLIC SUPPORT AND REVENUE				
Public Support				
Grants	\$ 10,000	934,163	944,163	\$ 411,327
PPP Loan Forgiveness	-	-	-	196,005
Contributions	729,556	-	729,556	235,965
Membership	570,521	-	570,521	645,877
Land Trust Endowments	-	64,816	64,816	166,630
Transfers Between Funds	(106,371)	106,371	-	-
Net Assets Released from Restrictions	714,643	(714,643)	-	-
TOTAL PUBLIC SUPPORT	1,918,349	390,707	2,309,056	1,655,804
Revenue				
Consulting Fees	22,250	-	22,250	28,910
Special Events, net of Expenses	19,500	-	19,500	-
Interest Income	-	9	9	6,799
Investment Income (Loss)	(852,134)	(337,452)	(1,189,586)	620,654
Other	-	-	-	38
TOTAL REVENUE	(810,384)	(337,443)	(1,147,827)	656,401
TOTAL PUBLIC SUPPORT AND REVENUE	1,107,965	53,264	1,161,229	2,312,205
EXPENSES				
Program	2,024,047	-	2,024,047	1,730,730
Management	134,045	-	134,045	125,381
Fundraising	487,029	-	487,029	312,008
TOTAL EXPENSES	2,645,121	-	2,645,121	2,168,119
CHANGE IN NET ASSETS	(1,537,156)	53,264	(1,483,892)	144,086
NET ASSETS, BEGINNING OF YEAR	5,699,343	3,198,039	8,897,382	8,753,296
NET ASSETS, END OF YEAR	\$ 4,162,187	3,251,303	7,413,490	\$ 8,897,382

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, 2022

(WITH COMPARATIVE TOTALS FOR THE YEAR ENDED DECEMBER 31, 2021)

	OTHER PROGRAMS	MANAGEMENT	FUNDRAISING	2022 TOTAL	2021 TOTAL
EXPENSES					
EMPLOYEE EXPENSES					
Salaries	\$ 1,147,881	181,523	274,070	1,603,474	\$ 1,270,330
Employee Benefits	65,532	13,046	14,984	93,562	84,225
Salaries, Paid Time Off	2,948	3,747	2,438	9,133	18,365
Payroll Service	-	4,532	-	4,532	3,734
Payroll Tax Expense	86,178	13,586	20,908	120,672	90,729
TOTAL EMPLOYEE EXPENSES	1,302,539	216,434	312,400	1,831,373	1,467,383
ALL OTHER EXPENSES					
Consultants	297,822	25,668	7,500	330,990	243,248
Consultants Easement Assistance	30,485	-	-	30,485	70,809
Information Technology & Support	60,454	25,840	24,364	110,658	92,412
Depreciation Expense	500	21,333	-	21,833	24,158
Education/Training	11,593	86	59	11,738	5,889
Insurance	9,093	29,697	-	38,790	28,030
Meeting and Conference Expenses	22,337	675	7,572	30,584	17,999
Overhead Allocation	179,032	(222,883)	43,851	-	-
Printed Materials & Mailing	39,057	495	10,649	50,201	47,287
Supplies and Occupancy	22,809	23,075	2,889	48,773	49,439
Sponsorship Expenses	7,950	-	3,750	11,700	36,855
Travel	22,004	448	1,835	24,287	14,175
Other Expenses	18,372	13,177	72,160	103,709	70,435
TOTAL ALL OTHER EXPENSES	721,508	(82,389)	174,629	813,748	700,736
TOTAL EXPENSES	\$ 2,024,047	134,045	487,029	2,645,121	\$ 2,168,119

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, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Assets	\$ (1,483,892)	\$ 144,086
Adjustments to Reconcile Change in Net Assets to Cash Provided by Operating Activities:		
Unrealized Loss (Gain) on Marketable Securities and Investments	1,287,515	(429,956)
Depreciation	21,833	24,158
Changes in Operating Assets and Liabilities		
Decrease in Deposits, Prepaid Expenses and Other Current Assets	9,640	6,741
(Increase) Decrease in Accounts and Long-Term Pledges Receivable	(215,696)	113,201
Decrease in Land Held for Resale	-	421,000
Increase in Liabilities	9,883	21,044
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	<u>(370,717)</u>	<u>300,274</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Net Sale (Purchase) of Marketable Securities and Investments	183,708	(503,068)
Acquisition of Property and Equipment	-	(5,522)
NET CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES	<u>183,708</u>	<u>(508,590)</u>
NET DECREASE IN CASH	(187,009)	(208,316)
CASH, BEGINNING OF YEAR	<u>552,452</u>	<u>760,768</u>
CASH, END OF YEAR	<u>\$ 365,443</u>	<u>\$ 552,452</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, 2021

	WITHOUT DONOR RESTRICTIONS	WITH DONOR RESTRICTIONS	2021 TOTAL
ASSETS			
Cash	\$ 151,506	400,946	\$ 552,452
Marketable Securities	4,778,940	2,471,881	7,250,821
Private Equity	183,986	-	183,986
Accounts Receivable	30,000	163,652	193,652
Long-Term Accounts Receivable, net	76,032	40,535	116,567
Campaign Pledge Receivables, net	72,713	-	72,713
Prepaid Expenses	3,474	-	3,474
Other Current Assets	7,973	-	7,973
Due to/from Other Funds	(121,025)	121,025	-
Property and Equipment, net	587,344	-	587,344
TOTAL ASSETS	\$ 5,770,943	3,198,039	\$ 8,968,982
LIABILITIES AND NET ASSETS			
LIABILITIES			
Accounts Payable	\$ 11,030	-	\$ 11,030
Accrued Liabilities	60,570	-	60,570
TOTAL LIABILITIES	71,600	-	71,600
NET ASSETS			
Without Donor Restrictions	5,699,343	-	5,699,343
With Donor Restrictions	-	3,198,039	3,198,039
TOTAL NET ASSETS	5,699,343	3,198,039	8,897,382
TOTAL LIABILITIES AND NET ASSETS	\$ 5,770,943	3,198,039	\$ 8,968,982

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, 2021

	WITHOUT DONOR RESTRICTIONS	WITH DONOR RESTRICTIONS	2021 TOTAL
PUBLIC SUPPORT AND REVENUE			
Public Support			
Grants	\$ 10,000	401,327	\$ 411,327
PPP Loan Forgiveness	196,005	-	196,005
Contributions	235,965	-	235,965
Membership	645,877	-	645,877
Land Trust Endowments	-	166,630	166,630
Transfers Between Funds	(57,732)	57,732	-
Net Assets Released from Restrictions	695,507	(695,507)	-
TOTAL PUBLIC SUPPORT	<u>1,725,622</u>	<u>(69,818)</u>	<u>1,655,804</u>
Revenue			
Consulting Fees	1,509	27,401	28,910
Interest Income	6,204	595	6,799
Investment Income	358,599	262,055	620,654
Other	38	-	38
TOTAL REVENUE	<u>366,350</u>	<u>290,051</u>	<u>656,401</u>
TOTAL PUBLIC SUPPORT AND REVENUE			
	<u>2,091,972</u>	<u>220,233</u>	<u>2,312,205</u>
EXPENSES			
Program	1,730,730	-	1,730,730
Management	125,381	-	125,381
Fundraising	312,008	-	312,008
TOTAL EXPENSES	<u>2,168,119</u>	<u>-</u>	<u>2,168,119</u>
CHANGE IN NET ASSETS	(76,147)	220,233	144,086
NET ASSETS, BEGINNING OF YEAR	<u>5,775,490</u>	<u>2,977,806</u>	<u>8,753,296</u>
NET ASSETS, END OF YEAR	<u>\$ 5,699,343</u>	<u>3,198,039</u>	<u>\$ 8,897,382</u>

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, 2021

	OTHER PROGRAMS	MANAGEMENT	FUNDRAISING	2021 TOTAL
EXPENSES				
EMPLOYEE EXPENSES				
Salaries	\$ 940,491	157,829	172,010	\$ 1,270,330
Employee Benefits	64,422	7,687	12,116	84,225
Salaries, Paid Time Off	11,008	1,986	5,371	18,365
Payroll Service	-	3,734	-	3,734
Payroll Tax Expense	69,990	7,458	13,281	90,729
TOTAL EMPLOYEE EXPENSES	1,085,911	178,694	202,778	1,467,383
ALL OTHER EXPENSES				
Consultants	227,023	2,600	13,625	243,248
Consultants Easement Assistance	70,809	-	-	70,809
Information Technology & Support	46,150	36,561	9,701	92,412
Depreciation Expense	1,200	22,958	-	24,158
Education/Training	4,364	1,525	-	5,889
Insurance	7,701	20,329	-	28,030
Meeting and Conference Expenses	14,489	-	3,510	17,999
Overhead Allocation	145,463	(172,984)	27,521	-
Printed Materials & Mailing	34,315	822	12,150	47,287
Supplies and Occupancy	24,980	21,272	3,187	49,439
Sponsorship Expenses	36,855	-	-	36,855
Travel	11,757	203	2,215	14,175
Other Expenses	19,713	13,401	37,321	70,435
TOTAL ALL OTHER EXPENSES	644,819	(53,313)	109,230	700,736
TOTAL EXPENSES	\$ 1,730,730	125,381	312,008	\$ 2,168,119

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, 2022 AND 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Operation

Upstate Forever is a nonprofit organization founded in 1998 to protect critical lands, waters, and the unique character of the Upstate of South Carolina. Upstate Forever accomplishes its mission through four major programs: Land Conservation, Clean Water, Land Planning and Policy, and Energy. Upstate Forever 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 Upstate Forever 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 Financial Accounting Standards Board (“FASB”) ASC 958-205 Not-For-Profit Presentation of Financial Statements.

Revenue Recognition

Upstate Forever 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. 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 or other assets are received.

Cash and Cash Equivalents

For the Statement of Cash Flows, Upstate Forever 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 net assets with donor restrictions or net assets without donor restrictions.

Investments

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

**UPSTATE FOREVER
GREENVILLE, SOUTH CAROLINA**

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2022 AND 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Receivables

Receivables consist primarily of amounts due from grantors and 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.

Income Taxes

Upstate Forever 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 Upstate Forever 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 Upstate Forever 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, Upstate Forever reports that support as an increase in net assets without donor restrictions.

**UPSTATE FOREVER
GREENVILLE, SOUTH CAROLINA**

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2022 AND 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

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. Upstate Forever'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 Upstate Forever 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 Upstate Forever.

Conservation easements donated to Upstate Forever 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 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 Upstate Forever 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 14 for more details of Upstate Forever's conservation easements.

Grants

Upstate Forever 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 Upstate Forever'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.

**UPSTATE FOREVER
GREENVILLE, SOUTH CAROLINA**

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2022 AND 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

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 following fiscal year consisted of the following:

	<u>December 31, 2022</u>	<u>December 31, 2021</u>
Cash and Cash Equivalents	\$ (46,411)	\$ 151,506
Marketable Securities	3,666,179	4,778,940
Investments	41,949	183,986
Accounts Receivable	30,000	30,000
Campaign Pledge Receivables, Net	11,180	72,713
	<u>\$ 3,702,897</u>	<u>\$ 5,217,145</u>

Upstate Forever's board-designated endowment of \$2,827,016 is subject to board approval for disbursement. 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.

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

Upstate Forever 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, 2022 and 2021, and Upstate Forever's holdings did not exceed the insured limits.

NOTE 5 – FAIR VALUE DISCLOSURES

The 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 Upstate Forever has the ability to access.

**UPSTATE FOREVER
GREENVILLE, SOUTH CAROLINA**

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2022 AND 2021

NOTE 5 – FAIR VALUE DISCLOSURES (CONTINUED)

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, 2022 and 2021, Upstate Forever'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 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, 2022 and 2021.

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.

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.

**UPSTATE FOREVER
GREENVILLE, SOUTH CAROLINA**

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2022 AND 2021

NOTE 5 – FAIR VALUE DISCLOSURES (CONTINUED)

Private Equity Fund

A contribution was given to Upstate Forever 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 Upstate Forever's share in the private equity fund. As part of the transfer of ownership agreement, Upstate Forever 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 was not extended beyond December 31, 2021. Accordingly, the fund has commenced to wind up affairs and liquidate the assets in an orderly manner in line with the agreement. Those final disbursements were not resolved as of the audit report date. Upstate Forever 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 2022:

Private Equity Fund Value at December 31, 2021	\$	183,986
Cash Distributions from the Fund		(143,469)
Unrealized Gains on Investment		1,432
Private Equity Fund Value at December 31, 2022	\$	<u>41,949</u>

The table below details the activity within the private equity fund during 2021:

Private Equity Fund Value at December 31, 2020	\$	214,037
Unrealized Losses on Investment		(30,051)
Private Equity Fund Value at December 31, 2021	\$	<u>183,986</u>

**UPSTATE FOREVER
GREENVILLE, SOUTH CAROLINA**

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2022 AND 2021

NOTE 5 – FAIR VALUE DISCLOSURES (CONTINUED)

The following table sets forth by level the fair value hierarchy of Upstate Forever’s assets accounted for at fair value on a recurring basis as of December 31, 2022 and 2021:

	Quoted Prices in Active Markets for Identical Assets and Liabilities (Level 1 Inputs)	
	Fair Value at December 31, 2022	Fair Value at December 31, 2021
Assets:		
Cash and Deposit-in-Transit	\$ 24,379	\$ 32,013
Certificates of Deposit	-	124,908
Equities - Publicly Traded	1,059,127	1,416,355
Bonds - Publicly Traded	325,734	372,121
Treasury Notes	212,247	240,336
Mutual Funds:		
Stocks	2,435,548	2,719,812
Bonds	1,369,195	1,988,158
Other	323,085	-
Total Mutual Funds	<u>4,127,828</u>	<u>4,707,970</u>
Money Market Funds	172,319	357,118
Total Assets at Fair Value	<u>\$ 5,921,634</u>	<u>\$ 7,250,821</u>

Total investment loss on marketable securities and investments of \$1,189,586 includes \$1,287,515 of unrealized losses for the year ended December 31, 2022. Investment fees in the amount of \$45,656 are netted with Investment Income (Loss) on the Statement of Activities for the year ended December 31, 2022.

Total investment gain on marketable securities and investments of \$620,654 includes \$429,956 of unrealized gains for the year ended December 31, 2021. Investment fees in the amount of \$24,260 are netted with Investment Income on the Statement of Activities for the year ended December 31, 2021.

NOTE 6 – ENDOWMENT FUNDS

Land Trust Endowment

As part of Upstate Forever’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 14 for a description of Upstate Forever’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.

**UPSTATE FOREVER
GREENVILLE, SOUTH CAROLINA**

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2022 AND 2021

NOTE 6 – ENDOWMENT FUNDS (CONTINUED)

Land Trust Endowment (Continued)

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

It is the written intent of most donors and Upstate Forever 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, 2022, Upstate Forever has an endowment that was funded by receiving \$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. Upstate Forever 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 this endowment.

Accounting Guidance

Net assets with donor restrictions are appropriated for expenditure by Upstate Forever in a manner consistent with the standard of prudence prescribed by the Uniform Prudent Management of Institutional Funds Act (“UPMIFA”). In accordance with UPMIFA, Upstate Forever 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 Upstate Forever 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 Upstate Forever.
- The investment policy of Upstate Forever.

Investment Objective

Upstate Forever’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. Upstate Forever 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, Upstate Forever expects to enhance real market value.

**UPSTATE FOREVER
GREENVILLE, SOUTH CAROLINA**

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2022 AND 2021

NOTE 6 – ENDOWMENT FUNDS (CONTINUED)

Investment Objective (Continued)

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).

Upstate Forever has chosen not to manage its underlying assets directly, but utilizes independent investment managers to do so. The Finance and Investment Committee of Upstate Forever meets twice annually with the investment managers to review and discuss the management of Upstate Forever’s endowment funds.

The total fund balance is comprised of both marketable securities and other assets and liabilities of Upstate Forever’s endowment funds.

Changes in Upstate Forever’s Endowment Funds, by net asset classification, for the years ended December 31, 2022 and 2021 are summarized as follows:

Description	2022		
	Board Designated Without Donor Restrictions	Land Trust With Donor Restrictions	Total
Endowment Fund, Beginning of Year	\$ 3,216,267	2,650,839	\$5,867,106
Investment Gain (Loss)	(661,750)	(337,452)	(999,202)
Contributions	450,000	64,816	514,816
Appropriation of Assets for Expenditure	(177,501)	(7,599)	(185,100)
Endowment Funds, End of Year	<u>\$ 2,827,016</u>	<u>2,370,604</u>	<u>\$ 5,197,620</u>

Description	2021		
	Board Designated Without Donor Restrictions	Land Trust With Donor Restrictions	Total
Endowment Fund, Beginning of Year	\$ 2,882,674	2,269,274	\$5,151,948
Investment Gain	362,307	262,055	624,362
Contributions	-	166,630	166,630
Appropriation of Assets for Expenditure	(28,714)	(47,120)	(75,834)
Endowment Funds, End of Year	<u>\$ 3,216,267</u>	<u>2,650,839</u>	<u>\$ 5,867,106</u>

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.

**UPSTATE FOREVER
GREENVILLE, SOUTH CAROLINA**

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2022 AND 2021

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		
	<u>2022</u>	<u>2021</u>
Land Policy and Planning	\$ 72,461	\$ 50,000
Land Trust Endowment Funds	33,170	38,399
Clean Water Program	103,102	54,252
Land Conservation Program	132,677	21,000
Other Receivables	30,000	30,000
Total	<u>\$ 371,410</u>	<u>\$ 193,652</u>

Long-Term Accounts Receivable, net		
	<u>2022</u>	<u>2021</u>
Land Policy and Planning	\$ 48,780	\$ -
Land Conservation Program, Net	111,823	-
Land Trust Endowment, Net	9,403	19,535
Clean Water, Net	-	21,000
Other Receivables, Net	46,032	76,032
Total	<u>\$ 216,038</u>	<u>\$ 116,567</u>

During 2018, Upstate Forever 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, Upstate Forever exceeded its goals with \$3.6 million in donations and \$4.9 million in planned gifts. Of the \$3,558,379 in donations, \$3,535,199 was received in cash, marketable securities and real property as of December 31, 2022. The remaining pledges receivable are due as follows:

Pledges Receivable		
	<u>2022</u>	<u>2021</u>
Due in 2022	\$ -	\$ 84,713
Due in 2023	23,180	-
	<u>23,180</u>	<u>84,713</u>
Less Allowance for Doubtful Accounts	(12,000)	(12,000)
Pledges Receivable, Net	<u>11,180</u>	<u>72,713</u>
Less Current Portion Included in Accounts Receivable	(11,180)	(72,713)
Portion Included in Long-Term Accounts Receivable, Net	<u>\$ -</u>	<u>\$ -</u>

**UPSTATE FOREVER
GREENVILLE, SOUTH CAROLINA**

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2022 AND 2021

NOTE 7 – ACCOUNTS AND PLEDGES RECEIVABLE (CONTINUED)

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

During 2022, Upstate Forever received a \$150,000 pledge from The Jolley Foundation for Shaping Growth Greenville.

	2022	2021
Due in 2023	\$ 50,000	\$ -
Due in 2024	50,000	-
	<u>100,000</u>	<u>-</u>
Less Discount to Net Present Value of 2.5% per year	(1,220)	-
Critical Lands Grant Receivable, Net	<u>98,780</u>	<u>-</u>
Less Current Portion Included in Accounts Receivable	(50,000)	-
Portion Included in Long-Term Accounts Receivable, Net	<u>\$ 48,780</u>	<u>\$ -</u>

During 2022, Upstate Forever received a \$375,000 5 year grant from ReWa for Expanding Land and Water Protection in the Tigerville Area. \$135,000 of the grant is planned for conservation projects as a pass through to the project recipient. The pass through amounts will be recognized at the time of the expense over the course of the grant work.

	2022
Due in 2023	\$ 122,677
Due in 2024	40,000
Due in 2025	40,000
Due in 2026	37,323
	<u>240,000</u>
Less Discount to Net Present Value of 2.5% per year	(5,500)
Tigerville Land Water Protection Grant Receivable, Net	<u>234,500</u>
Less Current Portion Included in Accounts Receivable	(122,677)
Portion Included in Long-Term Accounts Receivable, Net	<u>\$ 111,823</u>

**UPSTATE FOREVER
GREENVILLE, SOUTH CAROLINA**

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2022 AND 2021

NOTE 7 – ACCOUNTS AND PLEDGES RECEIVABLE (CONTINUED)

During 2018, Upstate Forever 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:

	<u>2022</u>	<u>2021</u>
Due in 2022	\$ -	\$ 10,000
Due in 2023	10,000	10,000
Critical Lands Grant Receivable, Net	<u>10,000</u>	<u>20,000</u>
Less Current Portion Included in Accounts Receivable	(10,000)	(10,000)
Portion Included in Long-Term Accounts Receivable, Net	<u>\$ -</u>	<u>\$ 10,000</u>

During 2020, Upstate Forever also received a total of \$42,573 in pledges for land trust endowment receivables for five separate easements. These are to be received over a period of up to three years. The remaining land trust endowment receivable is due as follows:

	<u>2022</u>	<u>2021</u>
Due in 2022	\$ -	\$ 38,400
Due in 2023	33,170	20,540
Due in 2024	9,638	-
	<u>42,808</u>	<u>58,940</u>
Less Discount to Net Present Value of 2.5% per year	(235)	(1,006)
Land Trust Endowment Receivable, Net	<u>42,573</u>	<u>57,934</u>
Less Current Portion Included in Accounts Receivable	(33,170)	(38,400)
Portion Included in Long-Term Accounts Receivable, Net	<u>\$ 9,403</u>	<u>\$ 19,534</u>

**UPSTATE FOREVER
GREENVILLE, SOUTH CAROLINA**

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2022 AND 2021

NOTE 8 – FUNDS WITH DONOR RESTRICTIONS

Grants with donor restrictions received in 2022 and 2021 are comprised of the following:

Major Grants	2022	2021
Expanding conservation in Tigerville Area	\$ 240,000	\$ -
Shaping Growth - Greenville, net discount	225,000	75,000
Tyger River Section 319 Grant	127,066	163,891
Tyger River Confluence project	125,000	-
3&20 Creek Section 319 Grant	98,680	43,472
Sea Change - Energy and Pipeline Initiatives	45,000	-
Electrifying the Upstate	25,000	-
Twelve Mile Watershed based plan	15,228	-
Oconee County Land Conservation	-	100,000
Lake Greenwood Watershed Based Plan	-	39,191
Campaign for Critical Lands, net discount	-	726
Priority Upcountry Land and Water Conservation Project	-	(20,953)
Other Grants		
Saluda Grade Rails to Trails	18,189	-
Upstate Voice for SC Energy Efficiency	15,000	-
	<u>\$ 934,163</u>	<u>\$ 401,327</u>

In 2022, Upstate Forever began work on four major grants and completed work under three major grants, continues work under six other major grants. The work funded by these major grants is described below.

Tyger River Confluence Project – New

In 2022, Upstate Forever began working with a coalition of public, private, and nonprofit partners in Spartanburg County to create a recreation and eco-tourism corridor in one of the nation’s fastest growing regions. It is modeled after the new Black River Water Trail and Park Network in the Pee Dee River Basin, an emerging new state park that is unlike any other experience currently offered in South Carolina’s 47 state parks. As proposed, the Tyger River Confluence Project will cover 20 river miles and include public park spaces with trails and a Nature Center. Funding will be used to support staff time and administrative costs and well as matching funds for master planning efforts and associated legal fees.

A listing of the grantors for this initiative and a table of the grant activity to date is below.

Grantors	Total Grants
Spartanburg Community Foundation	\$ 100,000
Mary Black Foundation	25,000
Total	<u><u>\$ 125,000</u></u>

**UPSTATE FOREVER
GREENVILLE, SOUTH CAROLINA**

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2022 AND 2021

NOTE 8 – FUNDS WITH DONOR RESTRICTIONS (CONTINUED)

Tyger River Confluence Project – New (Continued)

	Inception Through 12/31/20	2021	2022	Total
Total Grants	\$ -	-	125,000	\$ 125,000
Direct Expenses	-	-	(15,198)	(15,198)
Transfer in from Other Funds	-	-	3,161	3,161
Change in Net Assets	\$ -	-	112,962	\$ 112,962

Expanding Conservation in Tigerville Area – New

In 2022, Upstate Forever began working in conjunction with Renewable Water Resources to promote conservation of Land and Water in the Tigerville area. Through a state statute Renewable Water Resources committed \$375,000 over 5 years to identify conservation projects in the Tigerville area. The funds provide administrative costs and programs dedicated to preserving the rural nature, environmental integrity, and sustainability of the Tigerville community. The program will bolster our current land and water protection efforts in this area by allowing Upstate Forever to encourage landowners to protect water quality projects such as riparian buffers, septic repairs, helping attract landowners to conservation easements with additional aid for to due diligence costs, cost share fees, and conservation easement purchases.

The table below details the grant activity to date. In addition to the \$240,000 recognized as income in 2022 in the table below, there is an additional \$135,000 available that is earmarked for project pass through expenses that Upstate Forever will recognize when incurred.

	Inception Through 12/31/20	2021	2022	Total
Total Grants	\$ -	-	240,000	\$ 240,000
Direct Expenses	-	-	(4,706)	(4,706)
Transfer in from Other Funds	-	-	-	-
Change in Net Assets	\$ -	-	235,294	\$ 235,294

**UPSTATE FOREVER
GREENVILLE, SOUTH CAROLINA**

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2022 AND 2021

NOTE 8 – FUNDS WITH DONOR RESTRICTIONS (CONTINUED)

Electrifying the Upstate – New

In 2022, Upstate Forever received a \$25,000 grant from The Energy Foundation to promote the electrification of the transportation sector. There is a growing interest from the business community, local planners, and electric utilities and is matched with unprecedented dollars from the state of South Carolina. Upstate Forever will work with Energy Foundation partners to identify opportunities for implementation of those dollars and will advocate for policies to support the state’s energy transition. At the local level, we will meet with Greenville planners and decisionmakers to identify local policy initiatives as well as projects to implement the City’s electrification goals. At the state level, we will participate in PSC dockets related to these goals and provide educational resources to the public.

	Inception Through 12/31/20	2021	2022	Total
Total Grants	\$ -	-	25,000	\$ 25,000
Direct Expenses	-	-	(6,800)	(6,800)
Change in Net Assets	\$ -	-	18,200	\$ 18,200

Creating a Watershed-Based Plan for the Twelvemile River – Keowee River Watershed -New

Upstate Forever and the Clemson University Center for Watershed Excellence were awarded \$63,723 from SC Department of Health and Environmental Control (DHEC) for funding under the Drinking Water State Revolving Fund set-aside grant to develop a comprehensive Watershed-based plan for the Twelvemile River – Keowee River Watershed within the larger Savannah River Basin. This watershed contains approximately 371.3 miles of streams and over 98,967 land acres with the primary land uses being forested, agricultural, and urban. This portion of the Seneca Watershed includes source water intakes and protection areas for the Easley Central Water District (ECWD) and Pickens Water Treatment Plant (Pickens WTP). Collectively, ECWD and Pickens WTP provide drinking water to over 16,300 residents living in Pickens County. DHEC government reimbursement grants are listed as follows:

<u>Grantors</u>	<u>Total Grants</u>
Department of Health and Environmental Control (DHEC) - Watershed Base Plan	\$ 63,723
Total	\$ 63,723

The table below details the grant activity to date. In addition to the \$15,228 in total grants below, there is an additional \$48,495 available in unearned reimbursement grant funds.

	Inception Through 12/31/20	2021	2022	Total
Total Grants	\$ -	-	15,228	\$ 15,228
Direct Expenses	-	-	(15,228)	(15,228)
Change in Net Assets	\$ -	-	-	\$ -

**UPSTATE FOREVER
GREENVILLE, SOUTH CAROLINA**

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2022 AND 2021

NOTE 8 – FUNDS WITH DONOR RESTRICTIONS (CONTINUED)

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

Upstate Forever has received \$142,000 from local water districts and \$878,565 from the South Carolina Department of Health and Environmental Control (DHEC) to implement the recommendations from the 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, Upstate Forever 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 (DHEC) - Watershed Base Plan	\$ 40,939
Department of Health and Environmental Control (DHEC) - Implementation Plan	238,694
Department of Health and Environmental Control (DHEC) - Implementation Plan Phase II	535,111
Greer Commission of Public Works (CPW)	52,000
Startex Jackson Welford Duncan Water District (SJWD)	45,000
City of Greer	15,000
Woodruff Roebuck Water District (WRWD)	30,000
Total	\$ 956,744

The table below details the annual and grant to date activity. In addition to the \$521,460 in total grants below, there is an additional \$435,284 available in unearned reimbursement grant funds.

	Inception Through 12/31/20	2021	2022	Total
Total Grants	\$ 230,503	163,891	127,066	\$ 521,460
Direct Expenses	(188,966)	(115,295)	(141,061)	(445,322)
Transfer in from Other Funds	1,789	-	545	2,334
Change in Net Assets	\$ 43,326	48,596	(13,450)	\$ 78,472

**UPSTATE FOREVER
GREENVILLE, SOUTH CAROLINA**

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2022 AND 2021

NOTE 8 – FUNDS WITH DONOR RESTRICTIONS (CONTINUED)

Oconee County Land Conservation and Stewardship – In Progress

Since 2017, Upstate Forever has been awarded \$325,500 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	\$ 325,000
Lake Keowee Source Water Protection team	500
Total	\$ 325,500

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

	Inception Through 12/31/20	2021	2022	Total
Grants	\$ 225,500	100,000	-	\$ 325,500
Direct Expenses	(115,256)	(100,343)	(85,767)	(301,366)
Change in Net Assets	\$ 110,244	(343)	(85,767)	\$ 24,134

Shaping Growth in Greenville – In Progress

Since 2017, Upstate Forever has received \$785,405 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	\$ 390,000
Hollingsworth	375,000
New Belgium	5,000
Community Foundation	5,000
Greenville Housing Fund	5,000
Other Grants	5,405
Total	\$ 785,405

**UPSTATE FOREVER
GREENVILLE, SOUTH CAROLINA**

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2022 AND 2021

NOTE 8 – FUNDS WITH DONOR RESTRICTIONS (CONTINUED)

Shaping Growth in Greenville – In Progress (Continued)

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

	Inception Through 12/31/20	2021	2022	Total
Grants	\$ 485,405	75,000	225,000	\$ 785,405
(Discount Long Term Receivable)	-	-	(1,220)	(1,220)
Direct Expenses	(322,942)	(105,844)	(119,190)	(547,976)
Transfer in from Other Funds	1,948	-	7,635	9,583
Change in Net Assets	<u>\$ 164,411</u>	<u>(30,844)</u>	<u>112,225</u>	<u>\$ 245,792</u>

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

In 2018, Upstate Forever 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. In 2020, Upstate Forever received \$232,641 from DHEC and an additional \$29,000 from Anderson Regional Joint Water System to implement the recommendations from the completed watershed-based plan for the Three and Twenty Creek to reduce nonpoint source pollution in this region. Upstate Forever is working to install a variety of implementation measures to mitigate the threats and improve water quality.

The local grants and the DHEC reimbursable grant are listed below:

<u>Grantors</u>	<u>Total Grants</u>
Department of Health and Environmental Control (DHEC) - Watershed Base Plan	\$ 46,608
Department of Health and Environmental Control (DHEC) - Implementation	232,641
Anderson Joint Regional Water District (AJRWD)	34,000
Total	<u>\$ 313,249</u>

The table below details the annual and grant to date activity. In addition to the \$224,620 in total grants below, there is an additional \$88,629 available in unearned reimbursement grant funds.

	Inception Through 12/31/20	2021	2022	Total
Grants	\$ 82,468	43,472	98,680	\$ 224,620
Direct Expenses	(53,763)	(45,595)	(108,269)	(207,627)
Transfer from Other Funds	295	-	-	295
Change in Net Assets	<u>\$ 29,000</u>	<u>(2,123)</u>	<u>(9,589)</u>	<u>\$ 17,288</u>

**UPSTATE FOREVER
GREENVILLE, SOUTH CAROLINA**

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2022 AND 2021

NOTE 8 – FUNDS WITH DONOR RESTRICTIONS (CONTINUED)

Priority Upcountry Land and Water Conservation Project – In Progress

In 2020, Upstate Forever was awarded a partnership from the United States Department of Agriculture Natural Resources Conservation Service through the Regional Conservation Partnership Program (USDA-NRCS-RCPP) a total grant of \$703,896 in technical assistance over 5 years. Through the NRCS-RCPP, Upstate Forever plans to implement projects that demonstrate innovative outreach solutions to further perpetual farmland protection. In addition to the funds Upstate Forever receives, the partnership provides for an additional \$3.2 million in financial assistance directly to the landowner who grants restrictions on their property in exchange for a combination of donations and the RCPP funding.

In 2021 and 2022, Upstate Forever incurred costs under this program for outreach to identify successful projects for conservation, however, in March of 2023 NRCS partners informed Upstate Forever that partnership program disbursements were on hold. Accordingly, Upstate Forever reversed \$133,813 in revenue and absorbed the program costs. Nationally, the program has resulted in successful partnership disbursements and RCPP believes that the local office will be able to begin partner disbursements and the program extended as a result. However, there is no assurance that this will occur.

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

	Inception Through 12/31/20	2021	2022	Total
Accrued Grant Revenue	\$ 20,952	(20,952)	-	\$ -
Direct Expenses	(20,952)	(70,056)	(66,710)	(157,718)
Transfers in from Other Funds	-	91,008	66,710	157,718
Change in Net Assets	\$ -	-	-	\$ -

Sea Change – In Progress

Since 2017, Upstate Forever has been awarded grants in the amount of \$233,569 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	183,315
Other Income	254
Total	\$ 233,569

**UPSTATE FOREVER
GREENVILLE, SOUTH CAROLINA**

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2022 AND 2021

NOTE 8 – FUNDS WITH DONOR RESTRICTIONS (CONTINUED)

Sea Change – In Progress (Continued)

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

	Inception Through 12/31/20	2021	2022	Total
Grants	\$ 188,315	-	45,000	\$ 233,315
Other income	254	-	-	254
Total Revenue	188,569	-	45,000	233,569
Direct Expenses	(180,699)	(22,067)	(27,974)	(230,740)
Transfer in from Other Funds	10,757	3,440	11,407	25,604
Change in Net Assets	\$ 18,627	(18,627)	28,433	\$ 28,433

Lake Greenwood, Saluda River Basin Watershed-based Plan - Completed

In partnership with the South Carolina Rural Water Association Upstate Forever will prepare a watershed-based plan for 6 sub watersheds in the Lake Greenwood area. The watershed-based plan will identify sources of bacteria, sediment, and nutrient pollutants in these basins and devise strategies to mitigate these pollutants and improve water quality.

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 WBP	\$ 60,412
Fujifilm Manufacturing U.S.A	4,250
Total	\$ 64,662

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

	Inception Through 12/31/20	2021	2022	Total
Grants	\$ 25,471	39,191	-	\$ 64,662
Direct Expenses	(28,873)	(42,171)	(859)	(71,903)
Transfer in from Saving Lake Greenwood	7,000	-	-	7,000
Transfer in from Other Funds	-	241	-	241
Change in Net Assets	\$ 3,598	(2,739)	(859)	\$ -

**UPSTATE FOREVER
GREENVILLE, SOUTH CAROLINA**

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2022 AND 2021

NOTE 8 – FUNDS WITH DONOR RESTRICTIONS (CONTINUED)

Campaign for Critical Lands – Completed

In 2017 and 2018, Upstate Forever received \$130,000 in grants to provide financial support for closing conservation easements. Through a partnership with Furman University, Upstate Forever 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

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

	Inception Through 12/31/20	2021	2022	Total
Grants	\$ 130,000	-	-	\$ 130,000
(Discount Long Term Receivable)	(726)	726	-	-
Direct Expenses	(56,346)	(46,844)	(35,833)	(139,023)
Transfer in from other funds	-	-	9,023	9,023
Change in Net Assets	\$ 72,928	(46,118)	(26,810)	\$ -

Saving Lake Greenwood – Completed

Since 2016, Upstate Forever received \$97,000 in grants from FujiFilm Manufacturing U.S.A., Inc., and \$11,722 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, and producing easy-to-understand report cards for major rivers and lakes across the Upstate. The project also included educational events to draw public interest in the value of healthy rivers and lakes and 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 12/31/20	2021	2022	Total
Grants	\$ 97,000	-	-	\$ 97,000
Other income	11,722	-	-	11,722
Total Revenue	108,722	-	-	108,722
Direct Expenses	(95,055)	(1,897)	(5,170)	(102,122)
Transfer out to Lake Greenwood, Saluda River Basin WNP	(7,000)	-	-	(7,000)
Transfer in from unrestricted funds	-	-	400	400
Change in Net Assets	\$ 6,667	(1,897)	(4,770)	\$ -

**UPSTATE FOREVER
GREENVILLE, SOUTH CAROLINA**

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2022 AND 2021

NOTE 8 – FUNDS WITH DONOR RESTRICTIONS (CONTINUED)

Total Funds with Donor Restrictions

Upstate Forever has remaining balances in the following funds with donor restrictions as of December 31, 2022 and 2021:

	<u>2022</u>	<u>2021</u>
<u>Major Grants</u>		
Shaping Growth - Greenville	\$ 245,792	\$ 133,567
Expanding Conservation in Tigerville Area	235,294	-
Tyger River confluence Project	112,962	-
Tyger Implementation	78,472	91,922
Oconee County Land Conservation	24,134	109,901
Sea Change - Energy and Pipeline Initiatives	28,433	-
Electrifying the Upstate	18,200	-
3&20 WBP and Implementation	17,288	26,877
Lake Greenwood, Saluda River Basin WBP	-	859
Campaign for Critical Lands	-	26,810
Saving Lake Greenwood	-	4,770
<u>Other Grants</u>		
Land Trust Endowment Earnings and Defense	739,559	1,074,610
Land Trust Endowment Contributions (Principal)	1,631,046	1,576,230
North Main Park	85,034	91,757
Energy Restricted grants	7,470	-
Upstate Voice for SC Energy Efficiency	4,936	-
North Saluda Watershed	-	5,654
Barr Family Pledge, Water Programs	-	23,575
Oconee Forever	14,542	14,742
Newmans Own	8,141	8,604
Planning Academies	-	6,415
Cornell Bird	-	1,749
Total	<u>\$ 3,251,303</u>	<u>\$ 3,198,039</u>

Transfers Between Funds

Upstate Forever transferred \$106,371 and \$57,732 from funds without donor restrictions to donor-restricted funds to cover program activities for the years ended December 31, 2022 and 2021, respectively.

**UPSTATE FOREVER
GREENVILLE, SOUTH CAROLINA**

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2022 AND 2021

NOTE 9 – PROPERTY, EQUIPMENT AND DEPRECIATION

A summary of property and equipment is as follows:

	<u>2022</u>	<u>2021</u>
Property	\$ 833,097	\$ 833,097
Furniture	23,758	23,758
Equipment	8,256	8,256
Total Property and Equipment	<u>865,110</u>	<u>865,110</u>
Less Accumulated Depreciation	<u>(299,598)</u>	<u>(277,766)</u>
Property and Equipment, Net	<u>\$ 565,512</u>	<u>\$ 587,345</u>

NOTE 10 – LEASES

Upstate Forever adopted FASB ASC 842, *Leases* for the year ended December 31, 2022. This statement requires the recognition of certain lease assets and liabilities for leases that previously were classified as operating leases. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. The adoption of this statement did not have a material impact on Upstate Forever’s financial statements.

NOTE 11 – CONTINGENCIES

Upstate Forever is dependent upon grants, contracts, and contributions. Upstate Forever must apply for renewals of grants and contracts. Funding is subject to increases or decreases at the discretion of the contractors, grantors or donors.

Upstate Forever’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 Upstate Forever.

NOTE 12 – CONSERVATION EASEMENT INSURANCE

Upstate Forever 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 13 – CONCENTRATION OF MEMBER CONTRIBUTIONS

In 2022, Upstate Forever received a donation from one donor in excess of 10% of total unrestricted contributions and membership revenues. There were no donations in excess of 10% of total unrestricted contributions in 2021.

**UPSTATE FOREVER
GREENVILLE, SOUTH CAROLINA**

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2022 AND 2021

NOTE 14 – CONSERVATION EASEMENTS

At December 31, 2022, Upstate Forever had conservation easements on 150 sites in upper South Carolina and western North Carolina. A summary of conservation easements signed in 2022 and 2021 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, 2020	25,822	\$ 104,857,152
Greenville, Abbeville, Laurens, Newberry, Oconee, & Spartanburg Counties, South Carolina		
Total Easements Completed 2021	<u>3,601</u>	<u>7,772,529</u>
Balance at December 31, 2021	29,423	112,629,681
Anderson Pickens Greenville,, & Spartanburg Counties, South Carolina		
Total Easements Completed 2022	<u>796</u>	<u>4,446,000</u>
Grand Total at December 31, 2022	<u>30,219</u>	<u>\$ 117,075,681</u>

NOTE 15—REVENUE FROM FEDERAL COVID-19 RELATED LOAN

Upstate Forever was granted a Paycheck Protection Program (“PPP”) loan administered by the Small Business Administration approved partner for \$196,005 in 2021. The loan was legally forgiven in full on August 13, 2021. Upstate Forever recognized the PPP loan as income for \$196,005 in 2021.

NOTE 16 – SUBSEQUENT EVENTS

In February 2023, Upstate Forever entered into a contract with Winkler Consulting Group, Inc. for consulting services related to its campaign that will begin in 2023. Upstate Forever will pay \$135,000 in nine monthly installments of \$15,000 beginning in February 2023 through October 2023.

During 2022, Upstate Forever joined Conserving Carolina and Play, Advocate, Live Well (“PAL”); to form a coalition, The Saluda Grade Trails Conservancy (the “Conservancy”), to lead the effort to repurpose an inactive rail line to a recreational trail that will run from Spartanburg County, South Carolina into the mountains of western North Carolina. The Saluda Grade Trail will run through Inman, Campobello, Landrum, Tryon, Saluda, and Zirconia. In March 2023, the coalition signed a non-binding letter of intent with the owner of the rail line to acquire the rail line and adjacent properties and has secured some initial federal funding through the South Carolina Department of Transportation.

**UPSTATE FOREVER
GREENVILLE, SOUTH CAROLINA**

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2022 AND 2021

NOTE 16 – SUBSEQUENT EVENTS (CONTINUED)

Along its route, the trail will feature rural scenery, vibrant small towns, historic landmarks, and gorgeous nature preserves, lakes, and waterfalls. It is expected to be a multi-use trail that will be enjoyed by people of all ages and abilities. The Conservancy is planning to work on a master plan and has begun the process of an economic impact and feasibility study that will shed light on how the trail will shape local economies and how to move forward with the project.

This summer, the coalition will be reaching out to landowners and stakeholders along the trail to seek their input on the opportunities and challenges presented by the trail and approaches that will best meet the needs of the community. The coalition group is preparing a website for the Saluda Grade Trail where the public will be able to find information and ways to get involved. Conserving Carolina is leading efforts on the North Carolina side of the trail, while Upstate Forever and PAL are leading efforts in South Carolina.

The financial statements were issued on March 30, 2023 and subsequent events have been evaluated through that date.

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 (DQ/CG)

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, appearing to read "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 Miller												2
SECRETARY OF STATE												
FILED												
SEP 21 1998												PM
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.

- The name of the nonprofit corporation is Upstate Forever.
- 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
- 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.)
- If the approval of the members was required to adopt the amendment(s), provide the following information:
 - Designation (Classes of Membership)

 - Number of memberships outstanding

 - Number of votes entitled to be cast by each class entitled to vote separately on the amendment:

 - Number of votes of each class indisputably voting on the amendment

- 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

Jan Miller
SECRETARY OF STATE OF SOUTH CAROLINA

EXHIBIT A

UPSTATE FOREVER

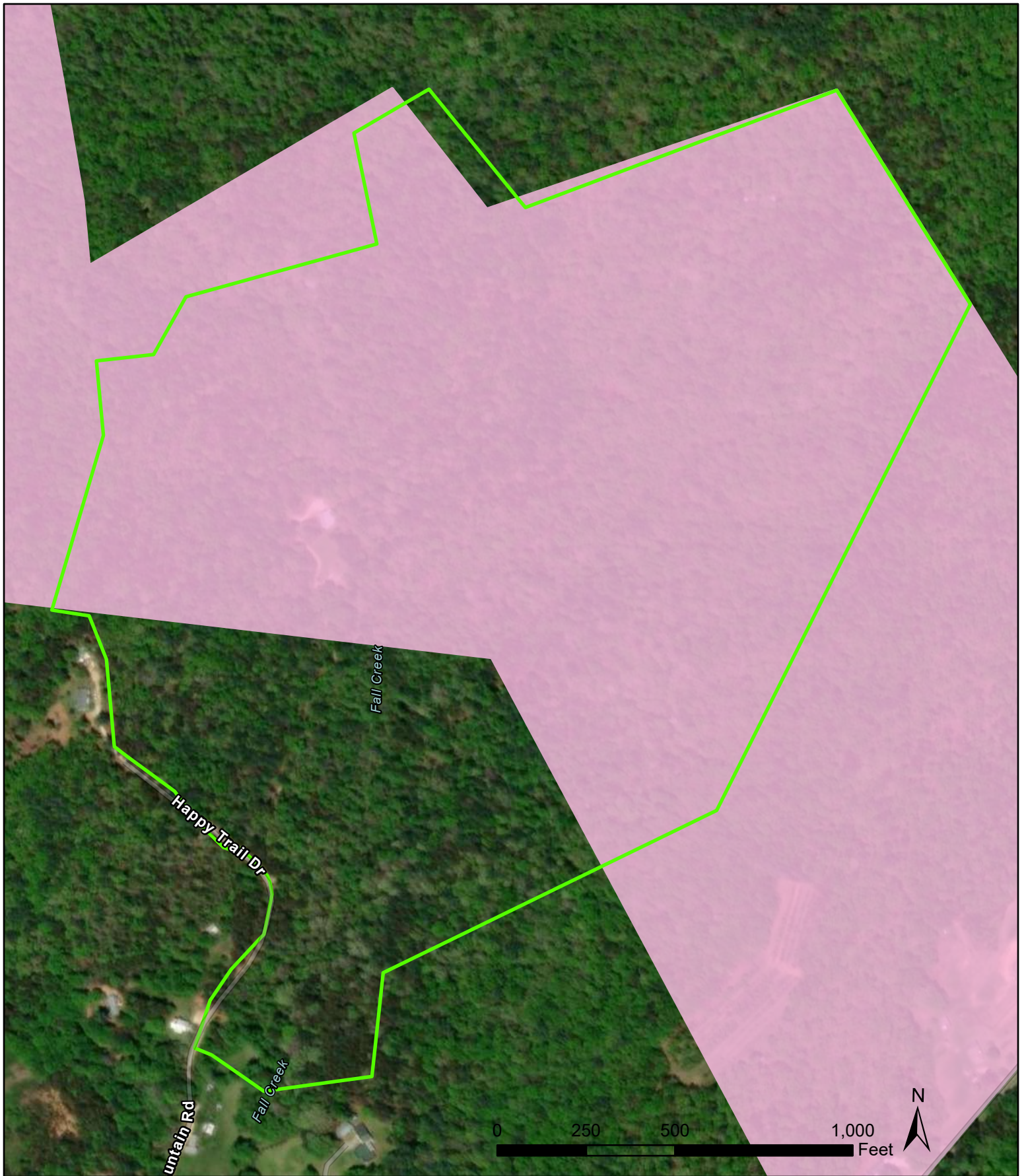
AMENDMENT TO ARTICLES OF INCORPORATION

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.



LEGEND

	Property Boundary
	LandOwnerAdjust
	Priority_Desc
	Mitigation Project Area

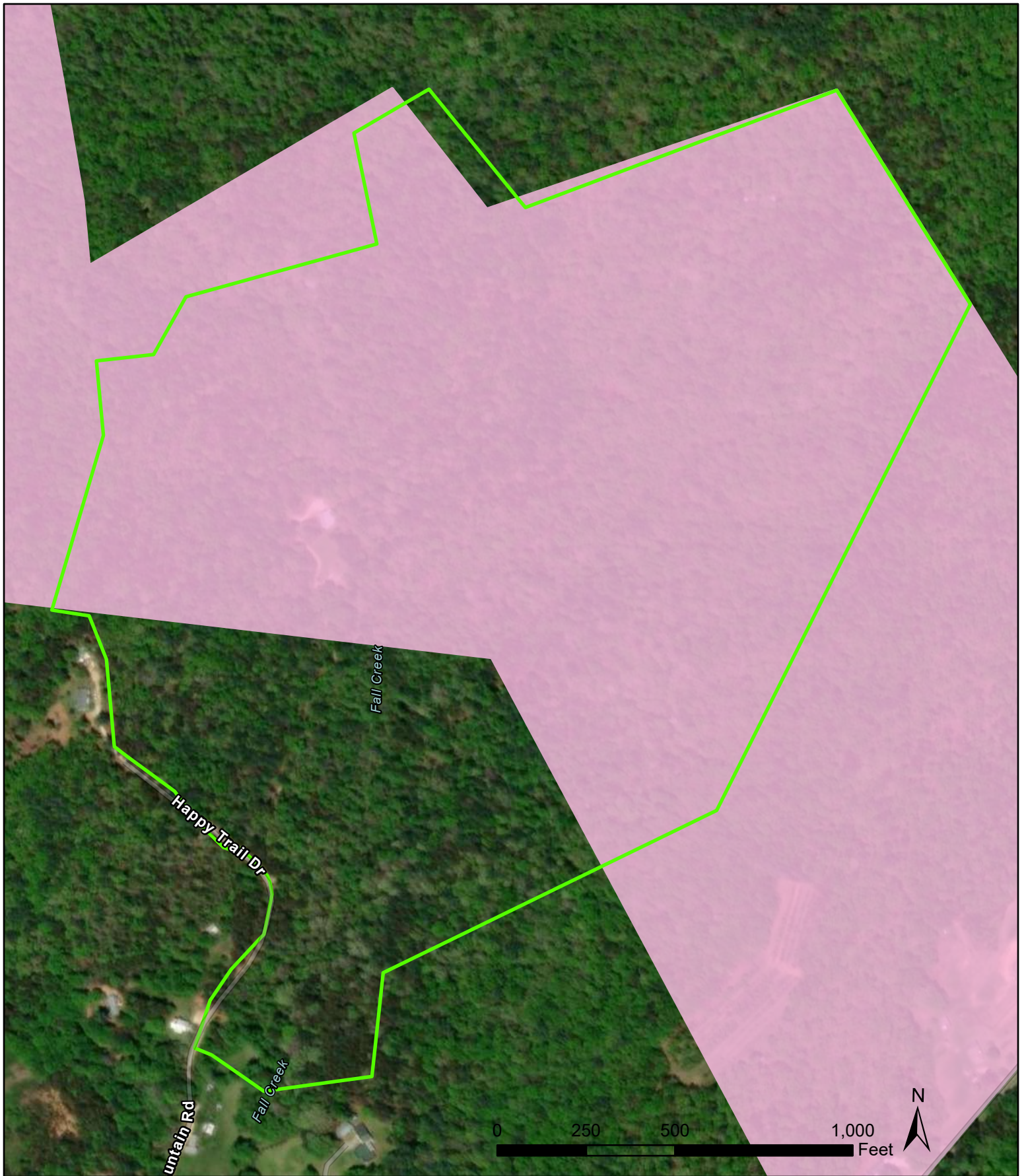
	Potential Sales Legislation
	Private Lands to Protect
	Restoration Potential
	Available for Exchange
	Priority to Acquire

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.



Map by: KPH - 4/16/24





LEGEND

	Property Boundary
	LandOwnerAdjust
	Priority_Desc
	Mitigation Project Area

	Potential Sales Legislation
	Private Lands to Protect
	Restoration Potential
	Available for Exchange
	Priority to Acquire

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.

Map by: KPH - 4/16/24



PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

Oconee County Council

IN RE: Oconee County Conservation Bank Board Meeting

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 02/07/2024 the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager



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

Subscribed and sworn to before me this
02/07/2024

JESSICA L. WELLS
Notary Public
State of South Carolina
My Commission Expires November 13, 2030

Estate: Marvin Donald Story
Date of Death: 12/09/2023
Case Number: 2024ES3700023
Personal Representative:
Donald Todd Story
Address: 1261 Cobb Bridge
Rd., Westminster, SC 29693

Estate: Richard Estee Nicholson
Date of Death: 10/05/2023
Case Number: 2024ES3700044
Personal Representative:
Barbara Sue Melton Nicholson
Address: 455 Nicholson Ln.,
Walhalla, SC 29691
Attorney, if applicable:
Scott Allmon
Address: Seneca, SC 29678

Estate: Mary Alice Hix
Date of Death: 12/20/2023
Case Number: 2024ES3700033
Personal Representative:
Jill E. Earnest
Address: 395 Elizabeth Cox
Rd., Westminster, SC 29693

NOTICE TO CREDITORS OF ESTATES

All persons having claims against the following estates MUST file their claims on FORM #371ES with the Probate Court of OCONEE County, the address of which is 415 S PINE STREET WALHALLA, SC 29691, within eight (8) months after the date of the first publication of this Notice to Creditors or within one (1) year from date of death, whichever is earlier (SCPC 62-3-801, et seq.), or such persons shall be forever barred as to their claims.

All claims are required to be presented in written statements on the prescribed form (FORM #371ES) indicating the name and address of the claimant, the basis of the claim, the amount claimed, the date when the claim will become due, the nature of any uncertainty as to the claim, and a description of any security as to the claim.

Estate: Chelsey E. Kennedy
Date of Death: 08/17/2023
Case Number: 2024ES3700065
Personal Representative:
Vicki S. Davis
Address: 217 Harbour West
Dr., Westminster, SC 29693
Attorney, if applicable:
Emma W. Morris

Date of Death: 07/03/2024
Case Number: 2024ES3700052
Personal Representative:
Steven Oliver Nabors
Address: 108 Chambers Dr.,
Westminster, SC 29693

Estate: Inyl B. Williams
Date of Death: 12/10/2022
Case Number: 2023ES3700375
Personal Representative:
Frederick K. Benson
Address: 397 Garrison Rd.,
Seneca, SC 29678
Attorney, if applicable:
Brian K. James
Address: Easley, SC 29641

Estate: Lauren H. Richardson
Date of Death: 11/12/2023
Case Number: 2024ES3700051
Personal Representative:
David Leon Richardson
Address: PO Box 506
Seneca, SC 29679
Attorney, if applicable:
Nathan M. Clark
Address: PO Box 1539
Clemson, SC 29633

Estate: Shirley Ann Collins
Date of Death: 12/13/2023
Case Number: 2024ES3700041
Personal Representative:
Dewayne Towe
Address: 550 Addies Ridge,
Salem, SC 29676

NOTICE TO CREDITORS OF ESTATES

All persons having claims against the following estates MUST file their claims on FORM #371ES with the Probate Court of OCONEE County, the address of which is 415 S PINE STREET WALHALLA, SC 29691, within eight (8) months after the date of the first publication of this Notice to Creditors or within one (1) year from date of death, whichever is earlier (SCPC 62-3-801, et seq.), or such persons shall be forever barred as to their claims.

All claims are required to be presented in written statements on the prescribed form (FORM #371ES) indicating the name and address of the claimant, the basis of the claim, the amount claimed, the date when the claim will become due, the nature of any uncertainty as to the claim, and a description of any security as to the claim.

Open for a period of 30 days. Responses to this Request for Proposals (RFP) from interested parties to provide janitorial services at the Bus Maintenance Facility located at 320 Shiloh Road.

Quotes are due: 2:00 PM –
Monday, March 4, 2024

Additional information is available on the City of Seneca website: www.seneca.sc.us; and at the City of Seneca Planning Department located at 250 E. North Second Street, Seneca SC 29678. Specific questions relevant to this request may be directed to Barbara L. Dyar (864) 938-7837 bdyar@seneca.sc.us

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

March 12, 2024
April 9, 2024
May 14, 2024
August 13, 2024
September 10, 2024
November 12, 2024
December 10, 2024
February 11, 2025

INVITATION TO BID

Oconee County will accept sealed bids for ITB 23-12, Vertical Dump Hopper with Support Structure Re-bid until February 20, 2024 at 2:00 pm, EST; at which time they will be publicly opened.

Specifications may be obtained from Oconee County Procurement Office, 415 S. Pine Street, Walhalla, SC 29691, telephone (864) 638-4141 or at the County's E-bidding portal <https://oconeesc.bonfirehub.com/portal/?tab=openOpportunities>. Oconee County reserves the right to reject any or all bids, to waive any technicalities and informalities, and to accept the bids deemed to be in the best interest of the County.

U-STOR-IT
Mini Warehouse
Inside • Outside • No Cameras