



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: November 30, 2024

Month Opening Balance	\$358,159.04
DEPOSITS	
Reinvestments [Interest]	\$1,431.70
EXPENDITURES	
	\$0.00
BALANCE IN ACCOUNT AS OF PERIOD ENDING DATE	\$359,590.74

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

**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	

Oconee County, South Carolina
County Council - #704

checks voided

Oconee County Conservation Bank Board

Date	Paid To	Check #	\$\$	Balance	% Remain
				\$ 621,295.00	
11/30/17	SC Dormant Account fee		\$ 10.00	\$ 621,285.00	100.00%
12/18/17	Clemson Engineering Services		\$ 7,500.00	\$ 613,785.00	98.79%
12/12/18	Refund Dormant Account fee		\$ (10.00)	\$ 613,795.00	98.79%
12/20/17	MainStreet Checksfor OCCB		\$ 59.54	\$ 613,735.46	98.78%
02/16/18	Elaine Morris [easement cost funding]	1100	\$ 12,500.00	\$ 601,235.46	96.77%
11/30/18	Check voided due to closing not completed**		\$ (12,500.00)	\$ 613,735.46	98.78%
	**will reissue new check when			\$ 613,735.46	98.78%
	easement is completed			\$ 613,735.46	98.78%
03/28/19	Naturaland Trust	1102	\$ 9,567.33	\$ 604,168.13	97.24%
	[ck #1101 was voided to Naturaland Trust]			\$ 604,168.13	97.24%
05/20/19	Transfer to State Pool per unanimous vote by OCCB		\$ 589,168.13	\$ 15,000.00	2.41%
05/20/19	Wire transfer fee		\$ 20.00	\$ 14,980.00	2.41%
10/16/19	Donation from Frances Rundlett		\$ (200.00)	\$ 15,180.00	2.44%
12/04/19	Transfer in from State Pool_Cliff's Timber		\$ (58,000.00)	\$ 73,180.00	11.78%
12/04/19	Airey Law Firm_Cliff's Timber		\$ 58,000.00	\$ 15,180.00	2.44%
12/04/19	Wire transfer fee		\$ 15.00	\$ 15,165.00	2.44%
12/04/19	Charge from Community 1st Bank for cashier's check		\$ 5.00	\$ 15,160.00	2.44%
12/27/19	Donation from Mountain Lakes Community Assoc,		\$ (500.00)	\$ 15,660.00	2.52%
04/29/20	Donation - Rally in the Valley		\$ (1,150.00)	\$ 16,810.00	
06/15/20	Transfer in from State Pool_Gary Lyle		\$ (45,000.00)	\$ 61,810.00	9.95%
06/15/20	Wire transfer fee		\$ 15.00	\$ 61,795.00	9.95%
06/15/20	Cashier's Check fee		\$ 5.00	\$ 61,790.00	9.95%
06/15/20	Gary Lyle conservation easement		\$ 45,000.00	\$ 16,790.00	2.70%
07/13/20	Transfer in from State Pool_Chapman Bridge		\$ (88,000.00)	\$ 104,790.00	16.87%

7/14/2020 Incoming Wire Fee		\$ 15.00	\$ 104,775.00	16.86%
7/28/2020 Chapman Bridge Fee Simple		\$ 88,000.00	\$ 16,775.00	2.70%
7/28/2020 Outgoing Wire Fee		\$ 20.00	\$ 16,755.00	2.70%
11/24/2020 Elaine Morris [easement cost funding] [official check]		\$ 12,500.00	\$ 4,255.00	0.68%
12/23/2020 Incoming Wire Fee		\$ 15.00	\$ 4,240.00	0.68%
12/23/2020 Estate of William Lyles / Naturaland Trust		\$ (66,100.00)	\$ 70,340.00	11.32%
12/28/2020 Horton Law Firm for William Lyles		\$ 66,100.00	\$ 4,240.00	0.68%
12/28/2020 Outgoing Wire Fee		\$ 20.00	\$ 4,220.00	0.68%
1/4/2021 Donation from Richard & Laura Havran		\$ (200.00)	\$ 4,420.00	0.71%
5/27/2021 Donation from Upstate Historical Seekers		\$ (500.00)	\$ 4,920.00	0.79%
7/15/2021 Transfer in from State Pool_Peggy Moore		\$ (10,000.00)	\$ 14,920.00	2.40%
7/18/2021 Wire transfer fee		\$ 15.00	\$ 14,905.00	2.40%
8/5/2021 Donation from David and Ellen Plumpe		\$ (100.00)	\$ 15,005.00	2.42%
8/26/2021 Transfer in from State Pool_Taychoedah		\$ (17,999.00)	\$ 33,004.00	5.31%
9/3/2021 Horton Law Firm for Taychoedah		\$ 17,999.00	\$ 15,005.00	2.42%
9/3/2022 Wire Transfer Fee		\$ 20.00	\$ 14,985.00	2.41%
10/1/2021 Refund from Horton Law Firm for Wire		\$ (20.00)	\$ 15,005.00	2.42%
10/4/2021 Peggy Moore Conservation Easement		\$ 10,000.00	\$ 5,005.00	0.81%
10/7/2021 Donation from Waterside Crossing		\$ (200.00)	\$ 5,205.00	0.84%
10/14/2021 Refund from Derrick, Ritter, Williams, & Morris Wire Fee		\$ (35.00)	\$ 5,240.00	0.84%
11/18/2021 Donation from Mountain Lakes Community Assoc,		\$ (500.00)	\$ 5,740.00	0.92%
12/10/2021 Donation from Richard & Laura Havran		\$ (200.00)	\$ 5,940.00	0.96%
12/13/2022 Transfer from State Pool_Whetstone Hill		\$ (11,499.00)	\$ 17,439.00	2.81%
12/16/2022 Derrick, Ritter, Williams, & Morris_Whetstone Hill	1103	\$ 11,499.00	\$ 5,940.00	0.96%
1/7/2022 Transfer from State Pool_Crawford Mill		\$ (26,000.00)	\$ 31,940.00	5.14%
1/25/2022 Derrick, Ritter, Williams, & Morris_Crawford Mill	1104	\$ 29,999.00	\$ 1,941.00	0.31%
4/13/2022 Donation from Oly Lombary		\$ (2,000.00)	\$ 3,941.00	0.63%
6/1/2022 Donation from John & Nancy Johnston		\$ (100.00)	\$ 4,041.00	0.65%
12/5/2022 Donation from Richard and Laura Havran		\$ (500.00)	\$ 4,541.00	0.73%
6/20/2023 Refund Naturaland Trust/William Lyles/Whetstone Hill	6792	\$ (70,000.00)	\$ 74,541.00	12.00%
6/26/2023 Donation from Upstate Historical Seekers	1053	\$ (300.00)	\$ 74,841.00	12.05%
6/26/2023 Wire transfer to LGIP		\$ 74,341.00	\$ 500.00	0.08%
6/26/2023 Outgoing Wire Fee		\$20.00	\$ 480.00	0.08%
7/25/2024 Transfer from State Pool_Fall Creek Headwaters		(\$35,000.00)	\$ 35,480.00	5.71%

8/21/2024 SC Land Trust Network Membership Dues

\$300.00 \$ 35,180.00 5.66%

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%
5/31/2024 Reinvestment	\$ (1,797.82)	\$ 384,914.51	65.3%
6/30/2024 Reinvestment	\$ (1,746.96)	\$ 386,661.47	65.6%
7/25/2024 Withdrawal / Fall Creek Headwaters	\$ (35,000.00)	\$ 351,661.47	59.7%
7/31/2024 Reinvestment	\$ (1,769.71)	\$ 353,431.18	60.0%
8/31/2024 Reinvestment	\$ (1,645.94)	\$ 355,077.12	60.3%
9/30/2024 Reinvestment	\$ (1,557.64)	\$ 356,634.76	60.5%
10/31/2024 Reinvestment	\$ (1,524.28)	\$ 358,159.04	60.8%
11/30/2024 Reinvestment	\$ (1,431.70)	\$ 359,590.74	61.0%



UPSTATE
FOREVER

Stevenson Century Farm

A conservation proposal prepared for the Oconee County Conservation Bank

On behalf of Andrew and Ashley Stevenson

November 1, 2024



Jack Robert Photography

Stevenson Century Farm

An Application Prepared for the Oconee County Conservation Bank

Project Summary

On behalf of Andrew and Ashley Stevenson (“Landowners”), Upstate Forever is pleased to present to the Oconee County Conservation Bank (OCCB) Board this 126.68-acre conservation easement project in the heart of the agricultural district near Townville, South Carolina. Stevenson Century Farm is a fourth-generation cattle and poultry farm straddling the Anderson-Oconee county line near I-85 in an area designated for agricultural preservation by the 2020 Comprehensive Plan.

The project includes three contiguous tracts with one of those tracts in Oconee County and accounting for approximately 50.98 acres. Nearly 75% of the property (over 90 acres) consists of Prime Soils or Soils of Statewide Importance with 35 acres of prime soils within the Oconee parcel. The property includes over 4,000 linear feet of tributary streams of Little Beaverdam Creek, 700 feet of which originates on the Oconee portion of the property and will be protected with a 100’ buffer.

The majority of the property is dedicated to agricultural production in the form of pasture for grazing cattle, poultry houses, or tenant housing. There are numerous structures on the property, nearly all of which are related to the agricultural operations of the farm, including several tenant homes, ancillary structures, barns and tractor sheds, and poultry houses. Of the four poultry houses, only two are functional and currently leased. The other two are not suitable for agricultural use – one is used for storage and the other is beyond repair.

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 \$20,000.

I. General Property and Project Information

Stevenson Century Farm is a fourth-generation family farm enrolled in the SC Century Farm program and situated in an area of Oconee County designated for agricultural preservation by the 2020 Comprehensive Plan. The Landowners would like to grant a conservation easement on their Property to Upstate Forever to protect their farm in perpetuity. Keith Batson of Batson Company, Inc., prepared an appraisal for the Landowners in October of this year, which appraised the full market value of the Property at \$1,013,000, and the conservation easement value at \$506,000. In his report, Mr. Batson also considered the valuation of only the Oconee portion of the property, which

appraises the conservation value at \$205,000. We are respectfully asking the Oconee County Conservation Bank (OCCB) to support a bargain sale conservation easement at \$20,000 – just marginally less than 10% of the conservation value of the property – which qualifies this request as a small grant application.

The majority of the property is either wooded or in pasture with most of the wooded area comprising the buffer along a spring-fed tributary stream that runs the length of the property in an easterly direction and includes a small ½-acre pond. A second unnamed tributary runs along the northern boundary of the Oconee tract. The pastures lie along either side of the riparian corridor and make up approximately 1/3 of the entire property. The Oconee portion of the property is almost entirely pasture (34 acres) with nearly eight (8) acres of forested area within the riparian corridors.

Supporting Attachments:

- Preliminary appraisal report
- Aerial map of Property
- Land cover map
- Map showing location of Property
- Riparian Buffer Map

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.

At the time of this application, there are two mortgages and a right of first refusal that will be subordinated to the conservation easement. Both mortgages are with AgSouth Farm Credit, one of which is for the small 5-acre homesite in Anderson County, and the other which covers the two larger tracts in Oconee and Anderson County. The Right of First offer to Purchase Real Estate is with family members.

Supporting Attachments:

- List of Adjacent Landowners

- Example of Letter Mailed to Adjacent Landowners

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.

The landowners are fourth-generation farmers in their spare time with full time jobs to support their farming hobby. Andrew Stevenson is the grant writer for Lake Hartwell Country, one of eleven regional tourism offices in the State of South Carolina and part of the SC Association of Tourism Regions. In addition to promoting tourism in Oconee, Anderson, and Pickens Counties, Lake Hartwell Country strives to preserve the history and culture of the region. Mr. Stevenson also manages grants and fundraising for the Bart Garrison Agricultural Museum of South Carolina and Iron Oak Barn, formerly the McGee Mule Barn, both in Pendleton, SC.

The landowners have a business plan which outlines a strategy to develop a sustainable and profitable cattle operation under the name Stevenson Century Farms in Townville, South Carolina. By leveraging existing poultry facilities, field rental income, and direct sales capabilities, Stevenson Century Farms aims to establish a balanced agricultural business. The direct sales through ButcherBlockBeef.com and membership in the SC Beef Cooperative add market access and brand visibility, positioning the farm as a trusted source of high-quality local beef.

Supporting Attachments:

- IRS Determination Letter for Upstate Forever
- Articles of Incorporation for Upstate Forever
- Excerpt from Most Recent Public Audit for Upstate Forever
- Budget for FY2024 for Upstate Forever
- Business Plan for Stevenson Century Farm

IV. Conservation Criteria

The following conservation values will be protected by the easement:

- Farm and forest land on the Protected Property as open space for the scenic enjoyment of the general public by protecting the rural scenic view along approximately 1,400 feet on Pine Grove Road in Oconee County, and approximately 400 feet on Jolly Road and 4,200 feet on Fairplay Road in Anderson County;
- The Protected Property's potential for agricultural productivity, thus preserving open space in accordance with goals of the governmental conservation policies identified in this Conservation Easement and yielding a significant public benefit, including preservation of an area estimated to be in excess of 96.7 acres of Prime Soils and Soils of Statewide Importance;
- Significant Natural Areas within the Riparian Buffers containing relatively natural habitat of fish, wildlife, and/or plants, associated with mixed hardwood deciduous forests in the Southern Outer Piedmont Ecoregion, including over 4,000 linear feet of riparian buffer along unnamed tributary streams of Little Beaverdam Creek; and
- Agricultural and forest land in close proximity to other conserved property, such as December Hill Farm and Glenn Forest, conservation easements held by Upstate Forever.

There are currently numerous structures on the property, including five (5) residences (primary residence and tenant housing), a dozen ancillary structures, and seven (7) agricultural structures, almost all of which are related to the agricultural operations of the farm. The conservation easement will establish building areas where structures already exist to allow the landowner to maintain, improve, expand, and replace existing structures. No new building areas will be allowed. Furthermore, the conservation easement prohibits subdivision or separate conveyance of any portion of the property. Otherwise, the landowner wishes only to continue agricultural practices on the property.

- No subdivision of the property and no separate conveyance – currently three parcels, which must remain under unified ownership;
- No commercial recreation or activities except Grantee may operate an agribusiness;

- 100' riparian buffer;
- May maintain existing pond; no new ponds;
- May maintain existing open fields and fences and install new fences;
- May maintain existing roads and trails; and
- Maintain, replace, and/or expand existing structures.

Despite considerable alterations to the landscape from agricultural practices, 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 primarily through the protection of the riparian corridor which provides a refuge migratory species. Species noted in the report include the tricolored bat (*Perimyotis subflavus*), Eastern black rail (*Laterallus jamaicensis*), monarch butterfly (*Danaus plexippus*), small whorled pogonia (*Isotria medeoloides*), and smooth coneflower (*Echinacea laevigata*), plus at least ten (10) migratory bird species of conservation concern such as the Chuck-will’s-widow (*Antrostomus carolinensis*), Eastern Whip-poor-will (*Antrostomus vociferus*), grasshopper sparrow *Ammodramus savannarum*), rusty blackbird (*Euphagus carolinus*), and several species of warblers.

Waters on the property fully support all designated uses under the Freshwater classification. According to the most recently published 303(d) List of Impaired Waters (2022), there are no current water quality impairments within this watershed. Although no water quality impairments are in place, it is important to note that this watershed is characterized by its use for agricultural purposes, especially livestock operations. Protecting high quality lands in this region can help mitigate water quality concerns by preventing pollutants from entering waterways and provide ecological benefits such as water filtration and erosion control.

Lastly, the area surrounding the property is dominated by agricultural and recreational uses with scattered residential uses near I-85 and along the main commuter routes like Fair Play Road. Although the threat of development is perhaps not imminent, there is a stable demand for agricultural and recreational uses as well as estate-type residential tracts. The property is located near Lake Hartwell and Interstate 85 and along Fair Play Road, all of which encourages growth in the area and specifically for large agricultural tracts. We continue to see a steady increase in the conversion of farmlands to smaller lots unsuitable for habitat, recreation, or agriculture. This fragmentation puts additional strain on local municipalities to provide adequate services such as emergency response and public infrastructure.

Supporting Attachments:

- IRS Form 8995 (2023) for Stevenson Century Farm
- Commitment to Farmland Preservation for Stevenson Century Farm
- Draft of Conservation Easement
- USFWS IPaC Report

- Map showing proximity of Property to other protected areas
- Location map
- Riparian buffer map
- Aerial map of Property
- Land cover map

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 Anderson Water Council for \$30,000 and will submit a request to the SC Conservation Bank for \$200,000 in January of 2025. Both requests are pending at the time of this application. The landowners will donate the remainder of the conservation value (\$241,000) 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

Summary List of Attachments

- IRS Form 8995 (2023)
- Business Plan for Stevenson Century Farm
- Commitment to Farmland Preservation for Stevenson Century Farm
- Preliminary Appraisal Report
- Aerial Map of Property
- Land Cover Map
- Location Map showing location of Property within Oconee and Anderson Counties
- List of Adjacent Landowners
- Example of Letter Mailed to Adjacent Landowners
- Draft of Conservation Easement
- IRS Determination Letter
- Articles of Incorporation
- Excerpt from Most Recent Public Audit
- Budget for FY2024
- USFWS IPaC Report
- Riparian Buffer Map
- Map showing proximity of Property to other protected areas









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: Stevenson Century Farm

Property Address or Description of Location: 1332 Fair Play Road, Townville, SC 29689

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: \$ 20,000

Conservation Value of property? \$ 205,000 (Oconee portion; \$506,000 entire property)

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

Landowner

Name Andrew Barker and Ashley Whiten Stevenson

Mailing Address 1332 Fair Play Road, Townville, SC 29689

Email Address andrewstevenson02@gmail.com

Cell Phone (864) 617-9306

Work Phone ()

Home Phone ()

Eligible OCCB Recipient ("Applicant") Seeking Funding

Name of Organization Upstate Forever

Mailing Address 507 Pettigru Street, Greenville, SC 29601

Contact Name Chris Starker

Contact Email Address cstarker@upstateforever.org

Contact Cell Phone (864) 203-1948

Contact Work Phone ()

Organization EIN 57 - 1070433

Property Information

Parcel ID or TMS#: 327-00-03-008

Plat Reference (*Plat Book/Page*) *S1-B1*: Plat Book U, Page 305

Deed Reference (*Deed Book/Page*) *S1-B1*: Deed Book 2936, Page 248

Current Zoning Classification: Control Free (CFD)

Total Acres: 50.98 acres

Total Acres Forested: 8.4 acres

Total Acres Cleared/Open/Pasture: 34.1 acres

Total Acres Wetlands: N/A

Creeks and/or Rivers – Names, Length, Width: Approximately 700 linear feet of an unnamed first or second order tributary stream originates on and traverses the property near the northern boundary.

Total Acres Farmed – List Farm Type, e.g. livestock, row crop: Approximately 40 acres of the property is in agriculture with 34 acres in pasture for grazing cattle and the remaining 6 acres with poultry houses.

Is project acreage part of larger parcel? If so, what is larger parcel acreage: 126.68 acres

Unique characteristics of property (may be submitted as part of Applicant's narrative): Stevenson Century Farm is a fourth generation family farm enrolled in the SC Century Farm program. In addition, two unnamed tributaries of Little Beaverdam Creek originate on the property - one on the Oconee side and one on the Anderson side.

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. This is not a fee simple project but it is the Applicant's and Landowner's intention to protect the property with a conservation easement.
 yes no
- 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 [Handwritten Signature] Date 9/30/24
Sworn and subscribed this 30 day of Oct 2024

Shena M. Carroll
Notary Public for
My Commission expires: 12-07-2032



* 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 Andrew and Ashley Stevenson
Mailing Address 1332 Fair Play Road, Townville, SC 29689
Contact Name Andrew Stevenson
Contact Email andrewstevenson02@gmail.com
Cell Phone (864) 617-9306
Work Phone () _____

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

Name Upstate Forever

Mailing Address 507 Pettigru Street, Greenville, SC 29601

Contact Name Scott Park

Contact Email spark@upstateforever.org

Cell Phone (864) 203-1944

Work Phone ()

4. Applicant Information

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

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:

30,919.295 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

The landowners are fourth-generation farmers in their spare time with full time jobs to support their farming hobby. Andrew Stevenson is the grant writer for Lake Hartwell Country, and handles grants and fundraising for the Bart Garrison Agricultural Museum of South Carolina and Iron Oak Barn. A business plan for the farm is included in the attachments to this application.

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

_____ yes X _____ no

Section IV - Conservation Criteria

1. Environmental Sensitivity

- a. Does the property contain or adjoin wetlands?

_____ yes X _____ 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?

X _____ 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:

N/A
_____ (i) Outstanding Natural Resource Water
_____ (ii) Outstanding Resource Water
_____ (iii) Trout Water

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

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

_____ yes X _____ 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 No, the property will continue to be managed as an active farm. However, the conservation easement does allow for restoration and/or enhancement activities.

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

yes no

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

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

_____ 1%-25% _____ 26%-50% _____ > 50% _____ 100%

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

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

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

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

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

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

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

_____ yes _____ no

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

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

yes _____ no

If yes, what percentage of the property contains soils classified as Prime or Important by the State of South Carolina? 35.1 acres in Oconee County (69%) / 96.7 acres total (76%)

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?

Because the farm was recently acquired, only one year of IRS documentation has been provided. Additional tax records would need to come from the previous landowner.

a. Actively Farmed - *Provide documentation that the property has been farmed for the last five years, such as copies of filed IRS Forms Schedule F or documentation demonstrating that the landowner has produced significant agricultural products. S4-5a*

b. Future Plans - *Provide documentation explaining the extent to which the proposal will keep the property in farmland or wooded land. S4-5b*

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

a. Public road? yes _____ no

b. Public land? _____ yes no

If yes, provide supporting documentation. S4-6

7. Does the property provide one of the following?

a. Scenic View from the property? _____ yes no

b. Maintain Scenic Nature of the County? yes _____ no

If yes, provide supporting documentation. S4-7

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

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

If yes, provide supporting documentation. S4-8a

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

If yes, provide supporting documentation. S4-8b

9. Location of Property.

a. Proximity to Protected Lands: Stevenson Century Farm is approximately 400 feet away from December Hill, farmland *Provide supporting documentation. S4-9a*
protected by a conservation easement held by Upstate Forever, and many other protected farms.

b. Proximity to municipality or community: Stevenson Century Farm is just two miles away from Townville. *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

Although the threat of development is perhaps not imminent, the property is located near Lake Hartwell and Interstate 85, both of which encourage growth in the area. We continue to see a steady decline in active farmland and a steady increase of its conversion to smaller lots unsuitable for habitat, recreation, or agriculture. This fragmentation puts additional strain on local municipalities to provide adequate services such as emergency response and public infrastructure.

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

50.98 acres Acres 126.68 acres total
in Oconee

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?

Two unnamed tributaries of Little Beaverdam Creek originate on the property, which in turn contributes to Lake Hartwell, a major recreation destination and drinking water source serving numerous residents on and near the lake. Protecting both headwaters ensures freshwater resources continue to contribute clean and abundant water in the future.

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 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:  Date: 28 October 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

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

- a. Conservation Value \$ 205,000
- b. OCCB Request \$ 20,000
- c. Percent 9.8% % (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.

Upstate Forever has concurrently applied to the Anderson Water Council for \$30,000 to support a conservation easement on this property. We plan to submit a request to the SC Conservation Bank in January, 2025 for \$200,000. Both requests are 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 County Conservation Bank will demonstrate local support for conservation efforts and help secure additional funding from the Upstate Land Conservation Fund, Anderson Water Council, and SC Conservation Bank to make this project a success.

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

- a. \$ 392.31 Cost per acre of OCCB funds
- b. \$ 4,021.18 Fair market value per acre
- c. 9.8 % (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, and reduced traffic and need for infrastructure improvements (e.g., sewer & water). In addition, this property and the conservation easement protects recreational opportunities, primarily by protecting the water quality in Lake Keowee, a great economic source for recreation and tourism for Oconee and Anderson Counties.

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

Commitment to Farmland Preservation through a Conservation Easement

Stevenson Century Farms is committed to preserving its legacy as productive and environmentally responsible farmland. Our application to the Oconee County Conservation Bank through Upstate Forever reflects our dedication to maintaining this land in agricultural use, protected from development and managed through sustainable practices.

1. Permanent Agricultural Use

By placing Stevenson Century Farms under a conservation easement, we secure its future as dedicated farmland. This commitment aligns with the goals of the Oconee County Conservation Bank and Upstate Forever, ensuring that the land remains a productive resource for local food production and a valuable part of South Carolina's rural landscape.

2. Conservation-Oriented Farming Practices

As part of our conservation strategy, we are currently pursuing both EQIP (Environmental Quality Incentives Program) and CSP (Conservation Stewardship Program) through the NRCS. These programs will support our initiatives in soil health, water conservation, and ecosystem management. Practices such as rotational grazing, organic fertilization from poultry operations, and soil amendments will enhance biodiversity and ensure the land remains fertile and productive for future generations.

3. Economic Viability as a Preservation Tool

Through diversified income streams, including direct-to-consumer sales via ButcherBlockBeef.com and partnerships within the SC Beef Cooperative, Stevenson Century Farms remains economically sustainable. This business model reduces financial pressures to convert farmland for development, reinforcing our long-term commitment to agricultural use.

4. Alignment with Conservation Goals

Our commitment to regenerative agricultural practices, strengthened by participation in EQIP and CSP, aligns with the conservation goals of both Upstate Forever and the Oconee County Conservation Bank. By preserving farmland and implementing conservation practices, Stevenson Century Farms contributes to the environmental health and rural heritage of Oconee County and the broader Upstate region.

Business Plan: Stevenson Century Farms

Location: Townville, South Carolina

Current Assets:

- Two poultry houses
- Fields rented to local row croppers
- Website for direct sales: ButcherBlockBeef.com
- Membership with the SC Beef Cooperative

Executive Summary

This business plan outlines a strategy to develop a sustainable and profitable cattle operation under the name Stevenson Century Farms in Townville, South Carolina. By leveraging existing poultry facilities, field rental income, and direct sales capabilities, Stevenson Century Farms aims to establish a balanced agricultural business. The direct sales through ButcherBlockBeef.com and membership in the SC Beef Cooperative add market access and brand visibility, positioning the farm as a trusted source of high-quality local beef.

1. Market Analysis

Industry Overview

- The beef industry in South Carolina shows growing demand for local, grass-fed beef.
- Direct online sales and cooperative marketing through the SC Beef Cooperative provide diverse channels for reaching consumers and expanding market presence.

Target Market

- Local consumers seeking quality, grass-fed beef with convenient online ordering options.
- Regional grocery stores, specialty meat shops, and cooperative partners interested in local beef.
- Area restaurants focused on farm-to-table sourcing and premium quality beef.

Competitive Analysis

- Existing cattle operations in the region provide both competition and collaboration opportunities, especially through SC Beef Cooperative partnerships.
- Differentiation will focus on quality production and convenient consumer access through ButcherBlockBeef.com, supported by cooperative branding and local outreach.

2. Business Goals and Objectives

- Establish a sustainable cattle herd, with a focus on quality and manageable growth.
- Optimize poultry houses to maintain a consistent income stream from poultry operations.
- Continue rental of fields to local row croppers to supplement income and sustain cash flow.
- Develop direct-to-consumer sales for beef products, using ButcherBlockBeef.com to reach customers within and beyond the local community.
- Gradually expand herd size as land and resource optimization progresses.

3. Operational Plan

Cattle Operation

- Pasture and Land Management
- Herd Management
- Breeding Program

Poultry Houses

- Operations and Maintenance
- Income Stream

Field Rental to Row Croppers

- Agreements with Local Farmers
- Additional Revenue Opportunities

4. Financial Plan

Startup Costs

- Cattle Purchase: Initial investment in quality stock.
- Infrastructure: Fencing, watering systems, and basic cattle handling facilities.
- Pasture Development: Soil amendments and forage improvements as needed.
- Miscellaneous Equipment: Feeders, troughs, and health supplies.

Revenue Projections

- Beef Cattle Sales
- Poultry House Income
- Field Rental to Row Croppers

5. Marketing Plan

Direct-to-Consumer Sales

- ButcherBlockBeef.com enables convenient online ordering, expanding customer reach.
- Cross-promote with SC Beef Cooperative initiatives to enhance brand credibility and customer loyalty.

Community Engagement

- Host farm events and workshops in partnership with SC Beef Cooperative to educate the community and build customer relationships.

Sales Strategy

- Offer beef shares (quarter, half, whole) and consider CSA subscriptions to meet local demand.

6. Sustainability and Expansion

Environmental Stewardship

- Implement rotational grazing and other practices to reduce environmental impact and promote soil health.
- Utilize poultry manure as natural fertilizer, improving pasture quality.

Future Expansion

- Expand cattle herd and paddock areas as pasture conditions permit.
- Consider adding small-scale agritourism, such as farm tours or educational workshops, for additional revenue.

Conclusion

- Stevenson Century Farms is positioned to meet the demand for locally raised beef with the added strength of direct sales through ButcherBlockBeef.com and SC Beef Cooperative support. The inclusion of poultry house operations and row crop rentals ensures diversified income streams, building a resilient and profitable business for the future.

Qualified Business Income Deduction Simplified Computation

OMB No. 1545-2294

2023

Department of the Treasury
Internal Revenue Service
Name(s) shown on return

Attach to your tax return.
Go to www.irs.gov/Form8995 for instructions and the latest information.

Attachment
Sequence No. **55**

ANDREW & ASHLEY W STEVENSON

Your taxpayer identification number

Note. You can claim the qualified business income deduction **only** if you have qualified business income from a qualified trade or business, real estate investment trust dividends, publicly traded partnership income, or a domestic production activities deduction passed through from an agricultural or horticultural cooperative. See instructions.
Use this form if your taxable income, before your qualified business income deduction, is at or below \$182,100 (\$364,200 if married filing jointly), and you aren't a patron of an agricultural or horticultural cooperative.

1	(a) Trade, business, or aggregation name	(b) Taxpayer identification number	(c) Qualified business income or (loss)
i	Schedule F: POULTRY	93-1853216	(5,074)
ii			
iii			
iv			
v			
2	Total qualified business income or (loss). Combine lines 1i through 1v, column (c)	2	(5,074)
3	Qualified business net (loss) carryforward from the prior year	3	()
4	Total qualified business income. Combine lines 2 and 3. If zero or less, enter -0-	4	0
5	Qualified business income component. Multiply line 4 by 20% (0.20)		5 0
6	Qualified REIT dividends and publicly traded partnership (PTP) income or (loss) (see instructions)	6	14
7	Qualified REIT dividends and qualified PTP (loss) carryforward from the prior year	7	()
8	Total qualified REIT dividends and PTP income. Combine lines 6 and 7. If zero or less, enter -0-	8	14
9	REIT and PTP component. Multiply line 8 by 20% (0.20)		9 3
10	Qualified business income deduction before the income limitation. Add lines 5 and 9		10 3
11	Taxable income before qualified business income deduction (see instructions)	11	128,615
12	Enter your net capital gain, if any, increased by any qualified dividends (see instructions)	12	316
13	Subtract line 12 from line 11. If zero or less, enter -0-	13	128,299
14	Income limitation. Multiply line 13 by 20% (0.20)		14 25,660
15	Qualified business income deduction. Enter the smaller of line 10 or line 14. Also enter this amount on the applicable line of your return (see instructions)		15 3
16	Total qualified business (loss) carryforward. Combine lines 2 and 3. If greater than zero, enter -0-		16 (5,074)
17	Total qualified REIT dividends and PTP (loss) carryforward. Combine lines 6 and 7. If greater than zero, enter -0-		17 (0)

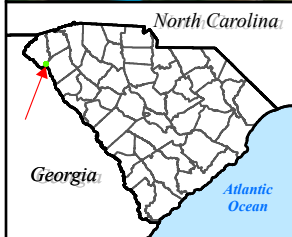
For Privacy Act and Paperwork Reduction Act Notice, see instructions.

Form **8995** (2023)

EEA

Amount from Form 1040, line 11 156,315
Amount from Form 1040, line 12 27,700

Line 11 above is the difference between these amounts 128,615



LEGEND

- Streams
- Property Boundary

0 250 500 1,000
 Feet

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.

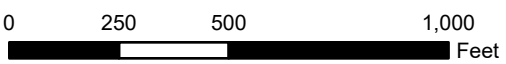
Map by: KPH - 3/5/24





LEGEND

-  100' Buffer
-  Streams
-  Property Boundary

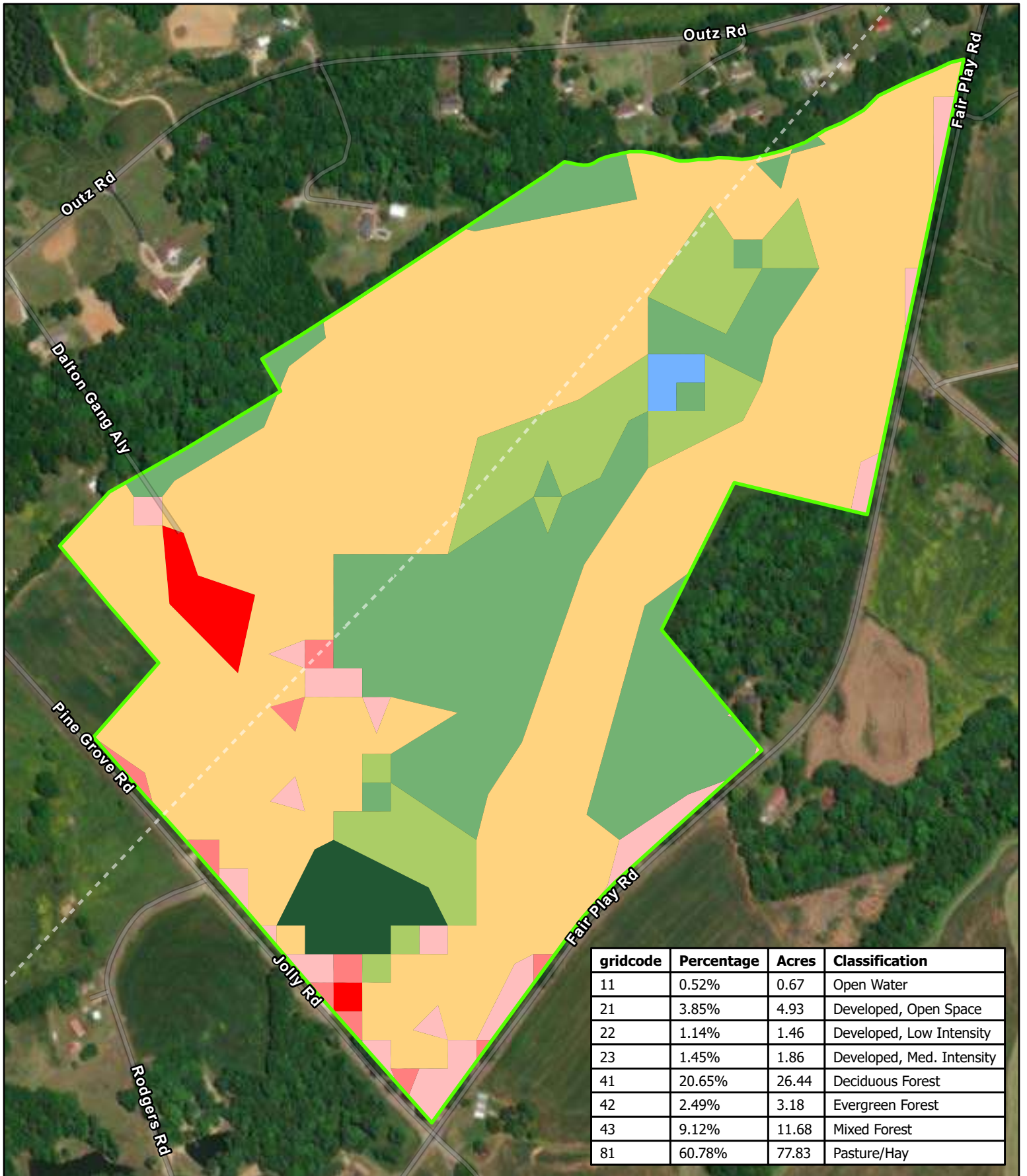


DISCLAIMER:

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Map by: KPH - 3/5/24





gridcode	Percentage	Acres	Classification
11	0.52%	0.67	Open Water
21	3.85%	4.93	Developed, Open Space
22	1.14%	1.46	Developed, Low Intensity
23	1.45%	1.86	Developed, Med. Intensity
41	20.65%	26.44	Deciduous Forest
42	2.49%	3.18	Evergreen Forest
43	9.12%	11.68	Mixed Forest
81	60.78%	77.83	Pasture/Hay



LEGEND

Property Boundary: Green outline

Land Cover:

- 11 (Blue)
- 23 (Red)
- 21 (Pink)
- 41 (Light Green)
- 22 (Red)
- 42 (Dark Green)
- 43 (Light Green)
- 81 (Yellow)

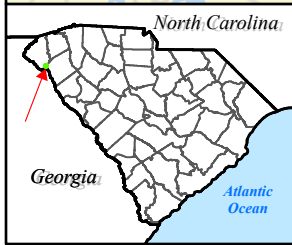
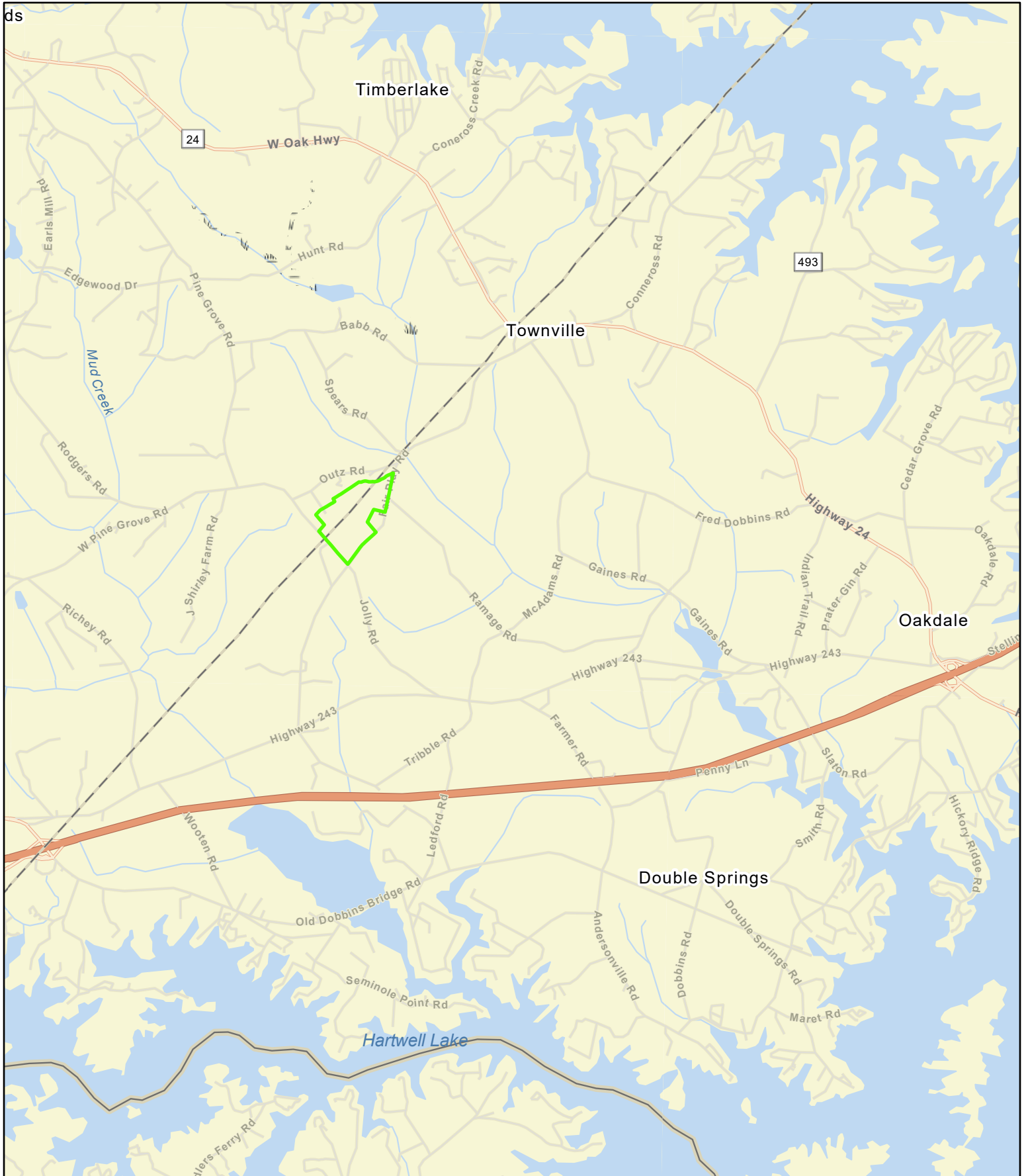
Scale: 0, 250, 500, 1,000 Feet

DISCLAIMER:


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Map by: KPH - 3/5/24






LEGEND

 Property Boundary

0 0.5 1 2 Miles

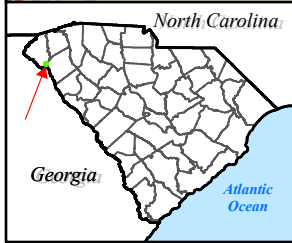
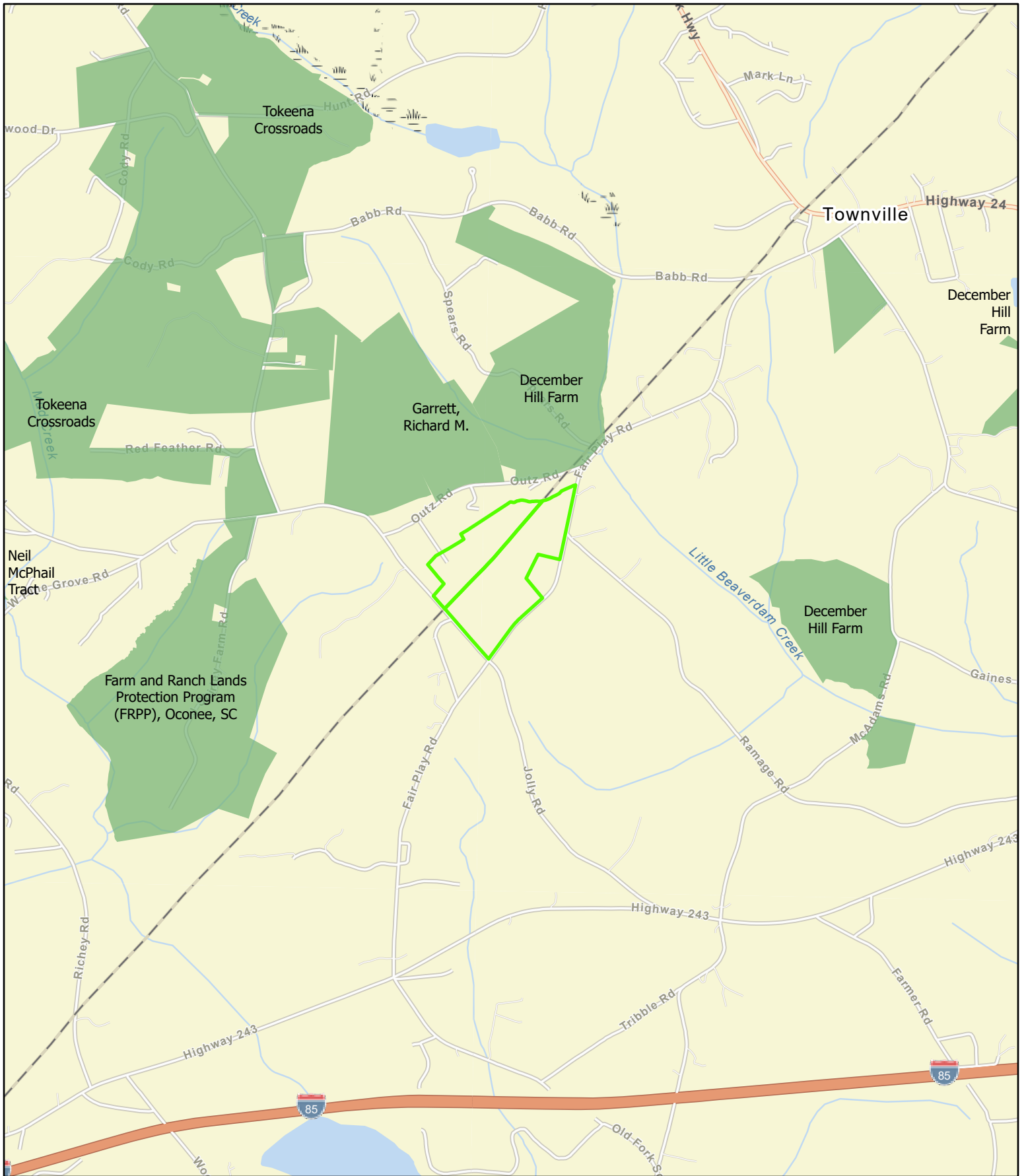


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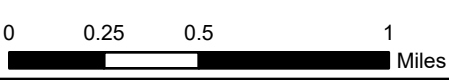
Map by: KPH - 3/5/24





LEGEND

- Stevenson Century Farm
- Protected Lands



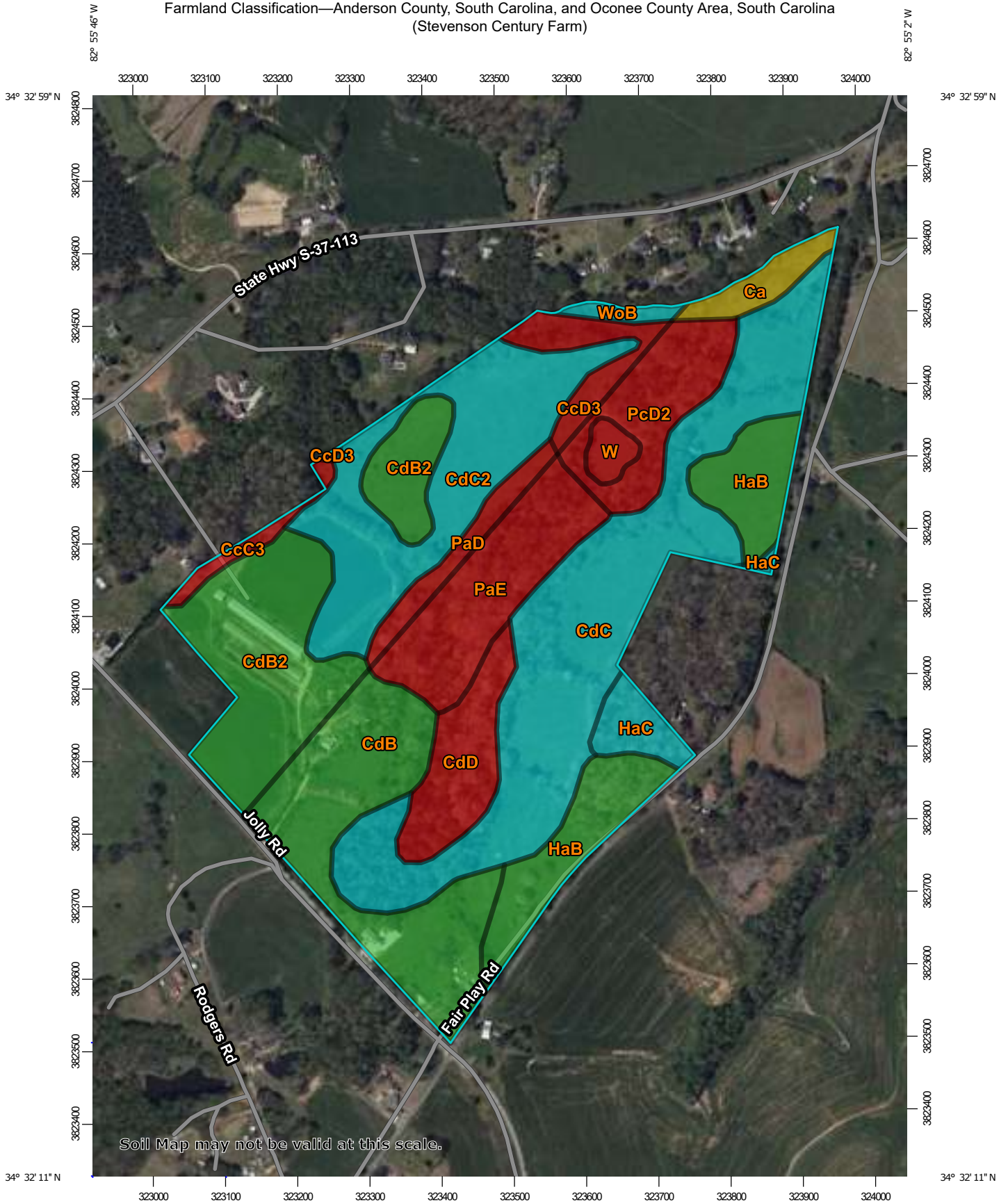
DISCLAIMER:

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.

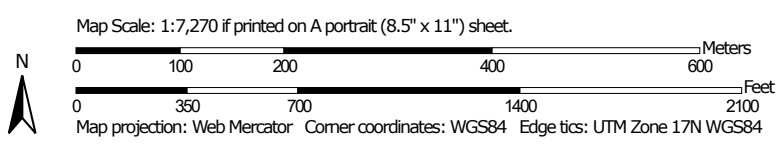
Map by: KPH - 10/30/24



Farmland Classification—Anderson County, South Carolina, and Oconee County Area, South Carolina
(Stevenson Century Farm)




Soil Map may not be valid at this scale.



Farmland Classification—Anderson County, South Carolina, and Oconee County Area, South Carolina
(Stevenson Century Farm)









MAP LEGEND








Area of Interest (AOI)






 Area of Interest (AOI)








Soils



Soil Rating Polygons

-  Not prime farmland
-  All areas are prime farmland
-  Prime farmland if drained
-  Prime farmland if protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated
-  Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated and drained
-  Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season









-  Prime farmland if subsoiled, completely removing the root inhibiting soil layer
-  Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
-  Prime farmland if irrigated and reclaimed of excess salts and sodium
-  Farmland of statewide importance
-  Farmland of statewide importance, if drained
-  Farmland of statewide importance, if protected from flooding or not frequently flooded during the growing season
-  Farmland of statewide importance, if irrigated

-  Farmland of statewide importance, if drained and either protected from flooding or not frequently flooded during the growing season
-  Farmland of statewide importance, if irrigated and drained
-  Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season
-  Farmland of statewide importance, if subsoiled, completely removing the root inhibiting soil layer
-  Farmland of statewide importance, if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60































-  Farmland of statewide importance, if irrigated and reclaimed of excess salts and sodium
-  Farmland of statewide importance, if drained or either protected from flooding or not frequently flooded during the growing season
-  Farmland of statewide importance, if warm enough, and either drained or either protected from flooding or not frequently flooded during the growing season
-  Farmland of statewide importance, if warm enough
-  Farmland of statewide importance, if thawed
-  Farmland of local importance
-  Farmland of local importance, if irrigated

-  Farmland of unique importance
-  Not rated or not available


Soil Rating Lines

-  Not prime farmland
-  All areas are prime farmland
-  Prime farmland if drained
-  Prime farmland if protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated
-  Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated and drained
-  Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season

Farmland Classification—Anderson County, South Carolina, and Oconee County Area, South Carolina
(Stevenson Century Farm)

	Prime farmland if subsoiled, completely removing the root inhibiting soil layer		Farmland of statewide importance, if drained and either protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if irrigated and reclaimed of excess salts and sodium		Farmland of unique importance		Prime farmland if subsoiled, completely removing the root inhibiting soil layer
	Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60		Farmland of statewide importance, if irrigated and drained		Farmland of statewide importance, if drained or either protected from flooding or not frequently flooded during the growing season		Not prime farmland		Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
	Prime farmland if irrigated and reclaimed of excess salts and sodium		Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if warm enough, and either drained or either protected from flooding or not frequently flooded during the growing season		Prime farmland if drained		Prime farmland if irrigated and reclaimed of excess salts and sodium
	Farmland of statewide importance		Farmland of statewide importance, if subsoiled, completely removing the root inhibiting soil layer		Farmland of statewide importance, if warm enough		Prime farmland if irrigated		Farmland of statewide importance
	Farmland of statewide importance, if protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60		Farmland of statewide importance, if thawed		Prime farmland if irrigated and drained		Farmland of statewide importance, if protected from flooding or not frequently flooded during the growing season
	Farmland of statewide importance, if irrigated				Farmland of local importance		Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if irrigated
					Farmland of local importance, if irrigated				

Farmland Classification—Anderson County, South Carolina, and Oconee County Area, South Carolina
(Stevenson Century Farm)

<ul style="list-style-type: none">  Farmland of statewide importance, if drained and either protected from flooding or not frequently flooded during the growing season  Farmland of statewide importance, if irrigated and drained  Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season  Farmland of statewide importance, if subsoiled, completely removing the root inhibiting soil layer  Farmland of statewide importance, if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60 	<ul style="list-style-type: none">  Farmland of statewide importance, if irrigated and reclaimed of excess salts and sodium  Farmland of statewide importance, if drained or either protected from flooding or not frequently flooded during the growing season  Farmland of statewide importance, if warm enough, and either drained or either protected from flooding or not frequently flooded during the growing season  Farmland of statewide importance, if warm enough  Farmland of statewide importance, if thawed  Farmland of local importance  Farmland of local importance, if irrigated 	<ul style="list-style-type: none">  Farmland of unique importance  Not rated or not available <p>Water Features</p> <ul style="list-style-type: none">  Streams and Canals <p>Transportation</p> <ul style="list-style-type: none">  Rails  Interstate Highways  US Routes  Major Roads  Local Roads <p>Background</p> <ul style="list-style-type: none">  Aerial Photography 	<p>The soil surveys that comprise your AOI were mapped at 1:20,000.</p> <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> <p>Warning: Soil Map may not be valid at this scale.</p> <p>Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.</p> </div> <p>Please rely on the bar scale on each map sheet for map measurements.</p> <p>Source of Map: Natural Resources Conservation Service Web Soil Survey URL: Coordinate System: Web Mercator (EPSG:3857)</p> <p>Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.</p> <p>This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.</p> <p>Soil Survey Area: Anderson County, South Carolina Survey Area Data: Version 31, Aug 29, 2023</p> <p>Soil Survey Area: Oconee County Area, South Carolina Survey Area Data: Version 24, Sep 5, 2023</p> <p>Your area of interest (AOI) includes more than one soil survey area. These survey areas may have been mapped at different scales, with a different land use in mind, at different times, or at different levels of detail. This may result in map unit symbols, soil properties, and interpretations that do not completely agree across soil survey area boundaries.</p> <p>Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.</p> <p>Date(s) aerial images were photographed: Mar 19, 2022—Apr 20, 2022</p> <p>The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.</p>
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Farmland Classification

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
Ca	Cartecay-Chewacla complex	Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season	2.3	1.8%
CdB	Cecil sandy loam, 2 to 6 percent slopes	All areas are prime farmland	16.6	12.9%
CdC	Cecil sandy loam, 6 to 10 percent slopes	Farmland of statewide importance	29.5	23.0%
CdD	Cecil-Cataula complex, 10 to 15 percent slopes, moderately eroded	Not prime farmland	6.0	4.7%
HaB	Hiwassee sandy loam, 2 to 6 percent slopes	All areas are prime farmland	10.6	8.3%
HaC	Hiwassee sandy loam, 6 to 10 percent slopes	Farmland of statewide importance	2.6	2.1%
PaE	Pacolet sandy loam, 15 to 25 percent slopes	Not prime farmland	10.0	7.8%
PcD2	Pacolet clay loam, 10 to 15 percent slopes, eroded	Not prime farmland	6.9	5.4%
W	Water	Not prime farmland	1.2	0.9%
Subtotals for Soil Survey Area			85.7	66.9%
Totals for Area of Interest			128.1	100.0%

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
CcC3	Cecil clay loam, 6 to 10 percent slopes, severely eroded	Not prime farmland	1.3	1.0%
CcD3	Cecil clay loam, 10 to 15 percent slopes, severely eroded	Not prime farmland	3.4	2.7%
CdB2	Cecil sandy loam, 2 to 6 percent slopes, eroded	All areas are prime farmland	17.7	13.8%
CdC2	Cecil sandy loam, 6 to 10 percent slopes, moderately eroded	Farmland of statewide importance	16.6	12.9%
PaD	Pacolet sandy loam, 15 to 25 percent slopes	Not prime farmland	2.7	2.1%



Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
WoB	Worsham sandy loam, 0 to 6 percent slopes	Farmland of statewide importance	0.8	0.7%
Subtotals for Soil Survey Area			42.4	33.1%
Totals for Area of Interest			128.1	100.0%

Description

Farmland classification identifies map units as prime farmland, farmland of statewide importance, farmland of local importance, or unique farmland. It identifies the location and extent of the soils that are best suited to food, feed, fiber, forage, and oilseed crops. NRCS policy and procedures on prime and unique farmlands are published in the "Federal Register," Vol. 43, No. 21, January 31, 1978.

Rating Options

Aggregation Method: No Aggregation Necessary

Tie-break Rule: Lower

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

Anderson and Oconee counties, 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
<p>Tricolored Bat <i>Perimyotis subflavus</i> Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/10515</p>	Proposed Endangered

Birds

NAME	STATUS
<p>Eastern Black Rail <i>Laterallus jamaicensis ssp. jamaicensis</i> Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/10477</p>	Threatened

Insects

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

Flowering Plants

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

NAME

BREEDING SEASON

Bald Eagle *Haliaeetus leucocephalus*

Breeds Sep 1 to Jul 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.

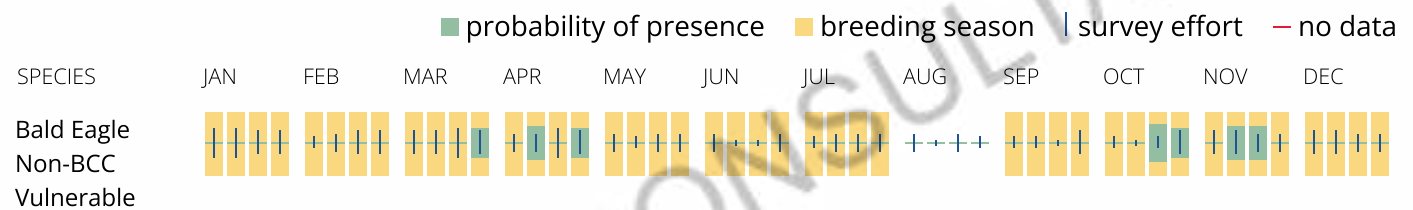
To see a bar's survey effort range, simply hover your mouse cursor over the bar.

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
<p>Bald Eagle <i>Haliaeetus leucocephalus</i></p> <p>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.</p> <p>https://ecos.fws.gov/ecp/species/1626</p>	Breeds Sep 1 to Jul 31
<p>Chimney Swift <i>Chaetura pelagica</i></p> <p>This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.</p>	Breeds Mar 15 to Aug 25
<p>Chuck-will's-widow <i>Antrostomus carolinensis</i></p> <p>This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA</p>	Breeds May 10 to Jul 10
<p>Eastern Whip-poor-will <i>Antrostomus vociferus</i></p> <p>This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.</p>	Breeds May 1 to Aug 20
<p>Grasshopper Sparrow <i>Ammodramus savannarum</i> <i>perpallidus</i></p> <p>This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA</p> <p>https://ecos.fws.gov/ecp/species/8329</p>	Breeds Jun 1 to Aug 20
<p>Prairie Warbler <i>Setophaga discolor</i></p> <p>This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.</p>	Breeds May 1 to Jul 31
<p>Prothonotary Warbler <i>Protonotaria citrea</i></p> <p>This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.</p>	Breeds Apr 1 to Jul 31

Red-headed Woodpecker *Melanerpes erythrocephalus*

Breeds May 10 to Sep 10

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Rusty Blackbird *Euphagus carolinus*

Breeds elsewhere

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

Wood Thrush *Hylocichla mustelina*

Breeds May 10 to Aug 31

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

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.

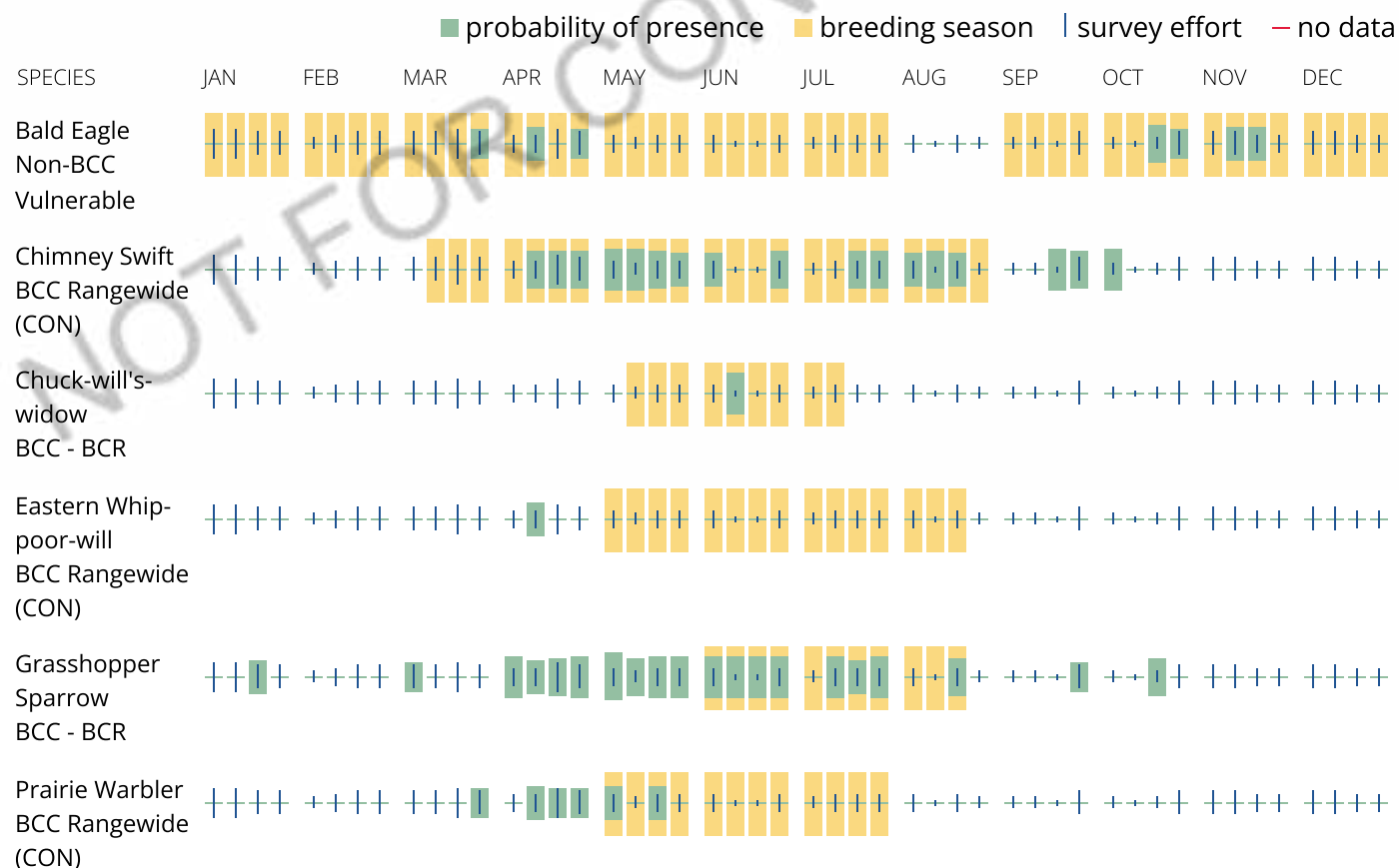
To see a bar's survey effort range, simply hover your mouse cursor over the bar.

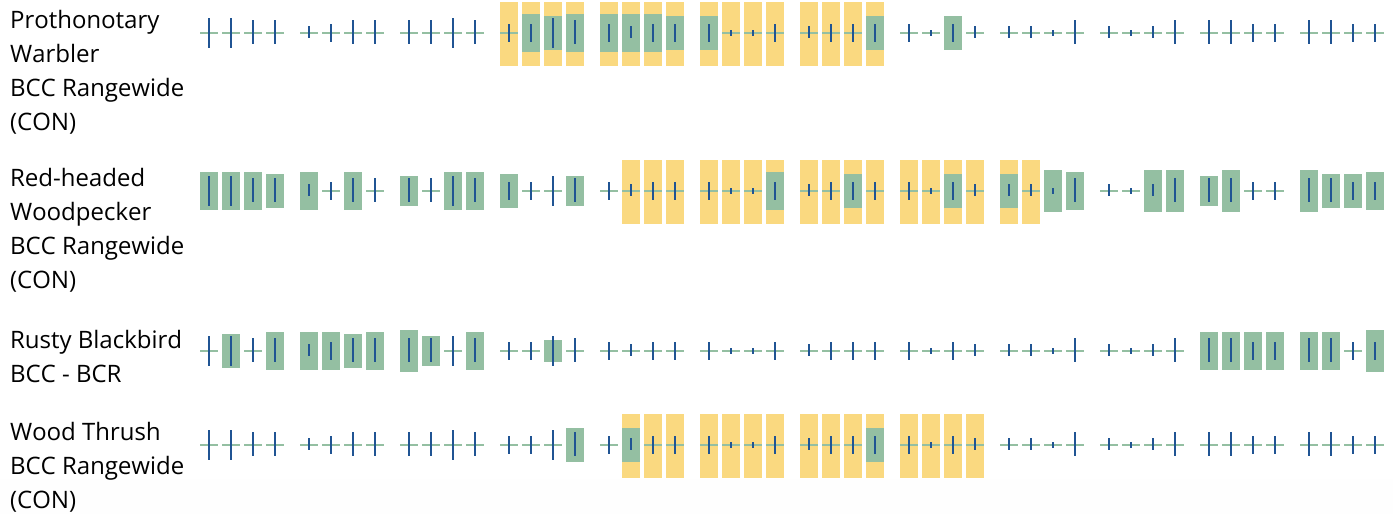
No Data (-)

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](#)

FRESHWATER POND

[PUBHh](#)

RIVERINE

[R5UBH](#)

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

CROMER JOSHUA S & DALTON JESSICA
326 DALTON GANG ALLEY
TOWNVILLE, SC 29689

LANGDALE DAVID E & LETRICIA K
112 OUTZ RD
TOWNVILLE, SC 29689

MCADAMS WILLIAM R II
PO BOX 263
TOWNVILLE, SC 29689

MULLET GAYLORD & MARTHA JEAN
429 PRATER FARM RD
SENECA, SC 29678

POWELL MATTHEW T & CYNTHIA A
126 OUTZ RD
TOWNVILLE, SC 29689

PRATER MARY ANN
140 OUTZ RD
TOWNVILLE, SC 29689

REESE PAUL D & CATHERINE M
118 OUTZ RD
TOWNVILLE, SC 29689

SHERMAN ROBERT JAMES III & DEBBIE
4661 PINE GROVE RD
TOWNVILLE, SC 29689

STEVENSON ANDREW B & ASHLEY W
1332 FAIRPLAY RD
TOWNVILLE, SC 29689

STEVENSON BARRY
1324 FAIR PLAY RD
TOWNVILLE, SC 29689

STEVENSON L KALYN
1324 FAIRPLAY RD
TOWNVILLE, SC 29689

YOUNG LARCINA S
505 GODDARD AVE
SENECA, SC 29678



October 31, 2024

[LANDOWNER]
[ADDRESS]

Dear [LANDOWNER],

I am excited to share news with you that your neighbor is applying to the Oconee County Conservation Bank (OCCB) to preserve agricultural farmland and headwaters 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. Comments may be submitted to the OCCB by email to councilclerkinfo@oconeesc.com or delivered to the Clerk to Council's office:

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

Getting to know this area of Townville 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, which in turn 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 those considering this process.

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



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**

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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)

EXPENSES	OTHER PROGRAMS	MANAGEMENT	FUNDRAISING	2022 TOTAL	2021 TOTAL
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

	2022	2021
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	(370,717)	300,274
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	183,708	(508,590)
NET DECREASE IN CASH	(187,009)	(208,316)
CASH, BEGINNING OF YEAR	552,452	760,768
CASH, END OF YEAR	\$ 365,443	\$ 552,452

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	1,725,622	(69,818)	1,655,804
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	366,350	290,051	656,401
TOTAL PUBLIC SUPPORT AND REVENUE	2,091,972	220,233	2,312,205
EXPENSES			
Program	1,730,730	-	1,730,730
Management	125,381	-	125,381
Fundraising	312,008	-	312,008
TOTAL EXPENSES	2,168,119	-	2,168,119
CHANGE IN NET ASSETS	(76,147)	220,233	144,086
NET ASSETS, BEGINNING OF YEAR	5,775,490	2,977,806	8,753,296
NET ASSETS, END OF YEAR	\$ 5,699,343	3,198,039	\$ 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, 2021

EXPENSES	OTHER PROGRAMS	MANAGEMENT	FUNDRAISING	2021 TOTAL
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.

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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.

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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.

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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>

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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>

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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:

	2022	2021
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:

	2022	2021
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
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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>

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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

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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	\$ -	-	-	\$ -

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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

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NOTES TO FINANCIAL STATEMENTS

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NOTE 8 – FUNDS WITH DONOR RESTRICTIONS (CONTINUED)

Oconee County Land Conservation and Stewardship – In Progress

Since 2017, 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

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NOTES TO FINANCIAL STATEMENTS

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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>

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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

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NOTES TO FINANCIAL STATEMENTS

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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)	\$ -

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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	<u>3,601</u>	<u>7,772,529</u>
Total Easements Completed 2021		
Balance at December 31, 2021	29,423	112,629,681
Anderson Pickens Greenville,, & Spartanburg Counties, South Carolina	<u>796</u>	<u>4,446,000</u>
Total Easements Completed 2022		
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.

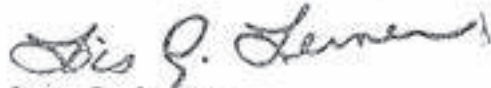
Letter 1050 (D/03)

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,



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.

1. The name of the nonprofit corporation is Upstate Forever
2. Specify (a) the text of every amendment adopted, and (b) list when each amendment was adopted:
(a) Exhibit A, attached hereto
(b) September 15, 1998
3. By checking this paragraph #3 the applicant represents that (a) approval of the amendment by the members was not required, and (b) that the amendment was approved by a sufficient vote of the board or directors or the incorporators. (Do not check this paragraph #3 if member vote was required or if the required vote of directors or incorporators was not obtained.)
4. If the approval of the members was required to adopt the amendment(s), provide the following information:
 - (a) Designation (Classes of Membership)

 - (b) Number of memberships outstanding

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

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

- (e) Complete one of the following as appropriate:

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

SEP 21 1998

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.

APPRAISAL REPORT



**Stevenson Century Farm
1332 Fair Play Road
Townville, Anderson & Oconee County, SC, 29689**

Effective Date:

September 23, 2024

Date of Report:

October 25, 2024

Prepared For

Mr. Andrew and Ashley Stevenson
Upstate Forever, Oconee County Conservation Bank, and the South Carolina Conservation
Bank
1332 Fair Play Road
Townville, SC, 29689

Prepared by

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

File Number:

24-187





Batson Company, Inc.

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

Office (864) 307-8282

www.batsonval.com

October 25, 2024

Mr. Andrew and Ms. Ashley Stevenson
1332 Fair Play Road
Townville, SC 29689

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

Re: Appraisal Report
Stevenson Century Farm
1332 Fair Play Road, Townville,
Anderson & Oconee County, SC, 29689
Batson Company Inc. File No.: 24-187

Dear Mr. and Ms. Stevenson:

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 Andrew & Ashley Stevenson; located along Fair Play Road near the Townville community in Anderson & Oconee County, South Carolina. The site contains a total of 126.68 acres, which is comprised of mostly mixed hardwood and pine stands. The site is improved with two single-family residences, rental houses, storage buildings, and poultry barns, with a street address of 1332 Fair Play Road. The site is more fully described in the attached appraisal report.

The entire tract of 126.68 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.

Stevenson Century Farm,
Townville, SC
October 25, 2024

The difference in the two values is the value of the easement to be placed on the property as of September 23, 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 subject contains three adjoining parcels in separate counties that together form the larger parcel. Upon request, we allocate value to each parcel to show the potential easement funding for each county.

Stevenson Century Farm,
Townville, SC
October 25, 2024

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.

Per a request by the intended users, we allocate values between the separate parcels (one for each county). Parcel 008-00-06-001 and 008-00-06-001, are located in Anderson County and totals 75.70 acres. Parcel 327-00-03-008 is located in Oconee County and totals 50.98 acres. The three adjoining parcels totaling 126.68 acres form the larger parcel and operate as one economic unit. However, we show the concluded value for the larger parcel and each county both before and after the easement. The allocated value is based on the concluded values per acre.

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	Anderson County	Oconee County
Stevenson Century Farm	Before the Easement	Fee Simple	September 23, 2024	\$1,013,000	\$603,000	\$410,000
Stevenson Century Farm	After the Easement	Fee Simple	September 23, 2024	\$507,000	\$302,000	\$205,000
Stevenson Century Farm	Conservation Easement Fair Market Value	Fee Simple	September 23, 2024	\$506,000	\$301,000	\$205,000

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 Appraiser
Certificate No. CG1627
Expires 6/30/26



Grant Turner
SC Certified General Appraiser
Certificate No. CG7883
Expires 6/30/26

Executive Summary

Subject Property Information	
Property Type	Conservation Easement
Address	1332 Fair Play Road, Townville, SC 29689
Tax Identification Numbers	008-00-06-001, 008-00-06-001, 327-00-03-008
Owner	Andrew & Ashley Stevenson
Date of Inspection	September 23, 2024
Site Summary	
Total Land Size	126.68 acres or 5,518,181 SF
Zoning	CFD
Flood Zone	X, 45073C0445C, September 11, 2009
Highest and Best Use	
As Vacant	agricultural

Property	Appraisal Premise	Final Opinion of Market Value			Anderson County	Oconee County
		Interest	Effective Date	Market Value		
Stevenson Century Farm	Before the Easement	Fee Simple	September 23, 2024	\$1,013,000	\$603,000	\$410,000
Stevenson Century Farm	After the Easement	Fee Simple	September 23, 2024	\$507,000	\$302,000	\$205,000
Stevenson Century Farm	Conservation Easement Fair Market Value	Fee Simple	September 23, 2024	\$506,000	\$301,000	\$205,000

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. 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 Appraiser
Certificate No. CG1627
Expires 6/30/26



Grant Turner
SC Certified General Appraiser
Certificate No. CG7883
Expires 6/30/26

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Introduction

Identification of the Subject	Stevenson Century Farm
Address	1332 Fair Play Road, Townville, SC
Owner of Record	Andrew & Ashley Stevenson
Purchase Date	April 25, 2023
Other Sales/listings in Past 3 years	See narrative
Tax ID Number(s)	008-00-06-001, 008-00-06-001, 327-00-03-008
Date of Inspection	September 23, 2024
Intended User/Client	Andrew & Ashley Stevenson, the Oconee County Conservation Bank, Upstate Forever, and the South Carolina Conservation Bank
Intended Use	to be used as a basis for decision making relative to the tax implications of the donation of a conservation easement over the subject property. The report is prepared for income tax purposes.
Report Type	Appraisal
Property Rights Appraised	Fee Simple as encumbered and unencumbered
Purpose of the Appraisal	To form the following opinions of market value:
Market Value "As Is"	September 23, 2024
Exposure Time/Marketing Time	12 months /12 months
Highest and Best Use as Vacant	agricultural

Purpose of the Appraisal

The purpose of this appraisal is to form the following opinions of market value:

- The As Is Value, As Encumbered Value, and Conservation Easement Fair Market Value of property in Fee Simple estate.

Intended Use of the Appraisal

This appraisal is to be used as a basis for decision making relative to the tax implications of the donation of a conservation easement over the subject property. The report was, therefore, prepared for income tax purposes.

Intended User of the Appraisal

Andrew & Ashley Stevenson is the intended user of this appraisal. We understand that the SC Conservation Bank, Upstate Forever, and the Oconee County Conservation Bank are intended users; the appraisal is to be used for documentation. No other intended users are known or presumed in this analysis.

Value Definitions

This appraisal is to estimate the fair market value of the conservation easement in the appraised property. The estimate of value is subject to any existing leases, customary cash-equivalent financing available in the market, and any easements located on the property.

Fair Market Value

“the price at which the property would change hands between a willing buyer and willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of relevant facts. If the contribution is made in property of a type which the taxpayer sells in the course of his business, the fair market value is the price which the taxpayer would have received if he had sold the contributed property in the usual market in which he customarily sells, at the time and place of the contribution and, in the case of a contribution of goods in quantity, in the quantity contributed. ¹”

Conservation Easement Defined

To qualify for a federal income tax deduction an easement must be given in perpetuity and the easement must be given to a qualified organization, such as a land trust or public agency. The easement must also be given “exclusively for conservation purposes” as defined by Internal Revenue Code Section 170 (h) (4) (A) (ii). This section defines conservation purposes as:

- i) the preservation of land areas for outdoor recreation by, or the education of, the general public,
 - ii) the protection of a relatively natural habitat of fish, wildlife or plants, or similar ecosystem,
 - iii) the preservation of open space (including farmland and forest land) where such preservation is
for the scenic enjoyment of the general public, or
4. (II) pursuant to a clearly delineated federal, state or local governmental conservation policy, and will yield a significant public benefit, or
 5. (III) the preservation of an historically important land area or a certified historic structure.

The Internal Revenue Code allows tax deductions for donations of easements in five resource categories listed below:

- Public recreation and/or education
- Significant natural habitat
- Scenic enjoyment
- Pursuant to local governmental police (includes farmland and forest land)
- Historic preservation

¹ US Treasury Regulation 1.170A-1.

Legal Description

We did not conduct a title search of the derivations for the lands. We do include the draft conservation easement document by the receiving land trust.

Hypothetical Conditions

Referencing the **2024 - 2025 Uniform Standards of Professional Appraisal Practice**, a hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of the analysis.

Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in the analysis.

This appraisal has been made with two hypothetical conditions.

- 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.

Extraordinary Assumptions

Referencing the **2024 - 2025 Uniform Standards of Professional Appraisal Practice**, an extraordinary assumption is an assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusion.

Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

For this report, we make the following extraordinary assumptions.

- 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.

- The subject contains three adjoining parcels in separate counties that together form the larger parcel. Upon request, we allocate value to each parcel to show the potential easement funding for each county.

Subject Property's History and Ownership Record

Parcel History List					
TMS	Deed Book/Page	Sale Date	Sales Price	Grantor	Grantee
008-00-06-001	16736/309	4/25/2023	\$130,000	Barry Stevenson	Andrew and Ashley Stevenson
008-00-06-004	13412/164	06/07/18	\$80,000	Barry Stevenson	Andrew and Ashley Stevenson
327-00-03-008	2936/248	4/25/2023	\$200,000	Barry Stevenson	Andrew and Ashley Stevenson

The subject is the Stevenson Century Farm which has been in the Stevenson family for many generations. The farm consists of three adjoining parcels totaling 126.68 acres. Parcels 008-00-06-001 and 327-00-03-008 represent the majority of the operational land; some 121.43 acres. Parcel 008-00-06-004 is a 5.25-acre parcel containing Andrew and Ashley Stevenson's personal residence. We note three rental homes at the intersection of Fair Play Road and Pine Groe Road.

The entire tract is mostly wooded with some pastures along the eastern and northern boundary. A small pond services the rear pastures and is fed by unnamed creeks. According to the owner, the farm has raised cattle and row crops over the years. The current use is for the raising of chickens.

The most recent sales of all three tracts are non-arm's length between family members. According to Andrew Stevenson, the \$330,000 paid in April of 2023 was an agreed upon price for him to take over the farm and day-to-day operation from his father, Barry. The \$80,000 transaction in 2018 was the purchase of one of the single-family residences and 5.25 acres to become the residence of Andrew and Ashley Stevenson. Again, this transaction is non-arm's length and between interrelated parties.

The subject property has served and will continue to serve as a working farm with multiple homesites. No other recent sales records pertaining to the subject property within the past three years were uncovered.

A draft of the conservation easement is included in the addenda for reference. Further details regarding this easement are provided in the appraisal documentation.

No other offers, listings, or transfer of ownership was found or made known to the appraiser.

Exposure Period and Marketing Time

For the property before the granting of the easement, based on the days on market of similar sales used in the analysis, an exposure time of 12 months or less is concluded as reasonable and appropriate. The subject before the easement should require a marketing time of 12 months or less.

For the property after the granting of the easement, based on the days on market of similar sales used in the analysis, an exposure time of 24 months or less is concluded as reasonable and appropriate. The subject after the easement should require a marketing time of 24 months or less.

Personal Property, FF&E, Intangibles

No personal property, FF&E, or intangibles are included in the valuation of this property.

The Larger Parcel

The determination and definition of the larger parcel is the first step in appraisals of properties to be encumbered by conservation easements. This determination is of particular importance in properties appraised in federal tax situations due to Treasury Regulations concerning enhancements or damages. The applicable Treasury regulations are 1.170A-14(h)(3)(i) and others. The larger parcel is defined as:

“the tract or tracts of land that are under the beneficial control of a single individual or entity and have the same, or an integrated, highest and best use. Elements of consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use.”. (page 160, Dictionary of Real Estate Appraisal 4th Edition, Appraisal Institute, etal, 2003).

The following analysis is presented to clarify the larger parcel issue for valuation purposes.

Overview of Parcels

The subject conservation easement is located on the entire 126.68 acre tract as shown on the most recent plats of the property and the easement document. The property is a combination of three contiguous tax map parcels.

Contiguity/Proximity Issues

We used public records to identify nearby parcels under similar or related ownerships. The county GIS records show three adjoining parcels are owned by members of the Stevenson family. Barry Stevenson owns parcel 008-00-06-003 totaling 9.80 acres which adjoins Andrew and Ashley’s single-family residence to the north. Parcels 327-00-03-022 and 327-00-03-023 are 2-acre tracts located along Pine Grove Road adjoining the subject property to the south. The adjoining parcels are not a part of the proposed easement, and as such, we exclude it from the analysis.

Application of Larger Parcel Tests

In this case, the potential larger parcel that has “contiguity” or “proximity” includes only the subject’s three contiguous parcels as described above. The three parcels total 126.68 acres and include a single-family residence and small cabin.

Damages/Benefits/Enhancements

Given the scope of the valuation of the larger parcel as strictly defined by previous tests, the other considerations in determining the larger parcel are the benefits (enhancements) and damages to the larger parcel.

In our opinion, there is no potential enhancement to the adjacent tracts as the amenity provided by the subject conservation easement is typical for the type. Damages are similar to the benefits analysis in that the only damages to the properties under the same or related ownership are limited to the subject 126.68 acres.

Practicality Issues

The 2011 book Appraising Conservation and Historic Preservation Easements by Richard J. Roddewig, MAI, CRE, FRICS (Appraisal Institute, Chicago, IL, 2011) discusses this issue on page 477. According to the Roddewig book, "*One example... is a situation in which a "minor fee or easement" is acquired.*"

The three adjoining tracts totaling 126.68 acres constitute the entire property; therefore, the appraisal of the entire property owned by Andrew & Ashley Stevenson reflects the larger parcel under the unit rule. Most importantly, as of the date of valuation, there are no enhancement or damages issued to the adjoiners which confines the valuation issues to the 126.68 acres of land.

Conclusion of Larger Parcel

Based on a review of all of the data, enhancement/damages issues and the ensuing practicality issues, we believe that the larger parcel is the 126.68 acres identified in the conservation easement.

Scope of Appraisal

Introduction

We consider various factors in arriving at the scope of work for the appraisal assignment. These items include the intended use of the appraisal, the complexity of the valuation problem, as well as a discussion with the client to determine his specific needs concerning the analysis. Other factors considered include:

- The intended use of the report
- The type of value reported
- The effective date of the valuation
- Assignment conditions
- Client expectations, and
- Typical actions of peers in conducting similar assignments.

Valuation Methodology

Appraisers consider the use of three approaches to value when developing a market value opinion for real property. These approaches are the *Cost Approach*, the *Sales Comparison Approach* and the *Income Approach*. The following chart summarizes the applicability of the three approaches to value in the analysis.

Valuation Methods	
Cost Approach	Not Developed
Sales Comparison Approach	Developed
Income Approach	Not developed

Due to the impacts of the easement, the valuation process includes a review of the highest and best use both before and after the easement, which are developed and reported independently.

A number of valuation methods are available for this type of analysis. We chose the sales comparison approach for the valuation both before and after the easement. In our opinion, the highest and best use of the tract before the easement does not include immediate large-scale subdivision or development of the tract, and there are too many unsupportable variables associated with the land residual model in the before valuation. For these reasons we exclude the land residual method.

The existing improvements are not impacted by the proposed easement and can be disregarded in the valuation. Damages, if any, caused by the proposed easement, can be attributed to the land. Therefore, the valuation is of the land only.

A final valuation note is that the reported values include any timber present on the tract, and we have not allocated land and timber values separately in the analysis. No timber cruise, stand data, or volumes were provided for review.

Property Inspection

Grant Turner made a personal inspection of the subject property on September 23, 2024.

Area/Neighborhood Analysis



General Comments

The subject is located along the county line of Anderson & Oconee County near the Townville community some 5.5 miles north of I-85. Walhalla, the county seat of Oconee County is located 21 miles north, while Anderson, the county seat of Anderson County, is located 17.5 miles east. The SC/GA state line is some eight miles west. The community is rural in nature with proximity to Lake Hartwell, a main economic driver in the area.

Population

In 2022 Oconee County had 42,032 households with a population of 80,180. In the same year, Anderson County had a population of 208,635. According to CoStar, the area population is expected to grow at a rate of 2.04% over the next five-year period ending in 2029. The state projected population increase is 1.24% annually over the same period.

Demographic Summary Report

436 Jolly Rd, Townville, SC 29689			
Building Type: Land	Total Available: 0 SF		
Class: -	% Leased: 0%		
RBA: -	Rent/SF/Yr: -		
Typical Floor: -			
Radius	1 Mile	3 Mile	5 Mile
Population			
2029 Projection	157	2,711	10,483
2024 Estimate	141	2,460	9,516
2020 Census	107	1,985	7,713
Growth 2024 - 2029	11.35%	10.20%	10.16%
Growth 2020 - 2024	31.78%	23.93%	23.38%
2024 Population by Hispanic Origin	2	52	225
2024 Population	141	2,460	9,516
White	131 92.91%	2,277 92.56%	8,749 91.94%
Black	3 2.13%	46 1.87%	223 2.34%
Am. Indian & Alaskan	0 0.00%	5 0.20%	19 0.20%
Asian	1 0.71%	11 0.45%	57 0.60%
Hawaiian & Pacific Island	0 0.00%	0 0.00%	0 0.00%
Other	6 4.26%	121 4.92%	468 4.92%
U.S. Armed Forces	0	0	0
Households			
2029 Projection	71	1,179	4,564
2024 Estimate	63	1,067	4,136
2020 Census	48	859	3,343
Growth 2024 - 2029	12.70%	10.50%	10.35%
Growth 2020 - 2024	31.25%	24.21%	23.72%
Owner Occupied	55 87.30%	900 84.35%	3,492 84.43%
Renter Occupied	9 14.29%	168 15.75%	644 15.57%
2024 Households by HH Income	64	1,068	4,137
Income: <\$25,000	11 17.19%	211 19.76%	845 20.43%
Income: \$25,000 - \$50,000	12 18.75%	211 19.76%	818 19.77%
Income: \$50,000 - \$75,000	18 28.13%	288 26.97%	911 22.02%
Income: \$75,000 - \$100,000	3 4.69%	64 5.99%	377 9.11%
Income: \$100,000 - \$125,000	4 6.25%	84 7.87%	380 9.19%
Income: \$125,000 - \$150,000	2 3.13%	39 3.65%	227 5.49%
Income: \$150,000 - \$200,000	10 15.63%	115 10.77%	406 9.81%
Income: \$200,000+	4 6.25%	56 5.24%	173 4.18%
2024 Avg Household Income	\$89,477	\$81,461	\$79,889
2024 Med Household Income	\$64,615	\$59,738	\$59,010

Note: The address used is the closest available address within CoStar.

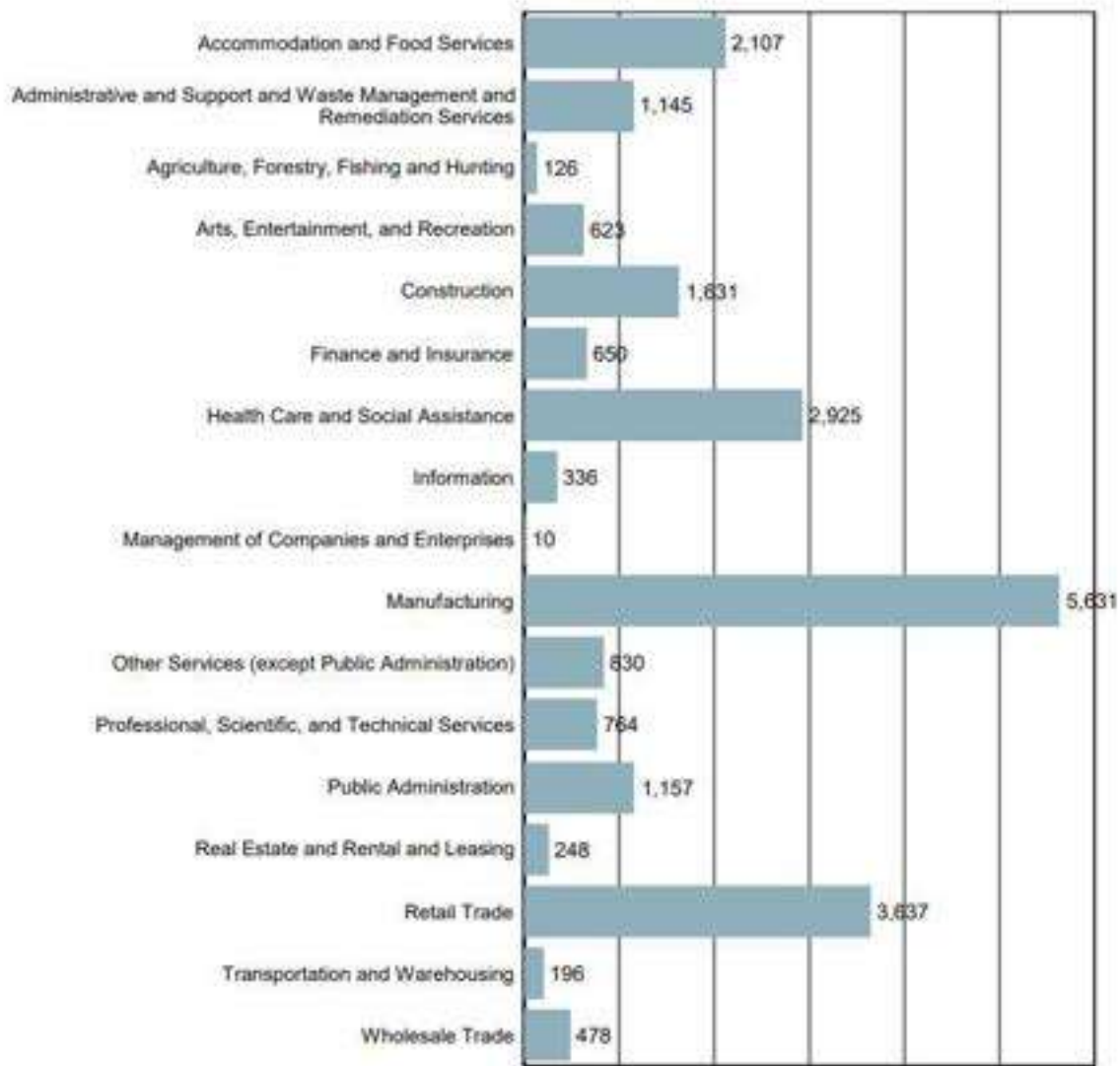
Employment

Unemployment percentages were decreasing recently in both the region and in the state, until the outbreak of the novel coronavirus. As of December 2023, Oconee County had an unemployment rate of 2.9%, while Anderson County had an unemployment rate of 2.8% as compared to the state’s unemployment rate of 3.0%.

Economic Base Information

Major employment centers within Oconee County are spread out within the County with the larger employers in close proximity to main corridors, and out-migration to regional employers common in this area. The county has a large, skilled work force, with manufacturing the most prevalent industry.

Employment by Industry



Source: S.C. Department of Employment & Workforce
 Quarterly Census of Employment and Wages (QCEW) - 2023 Q2

Major employment centers within Anderson County are concentrated in and near the I-85 corridor, with in-migration to regional employers common in this area. Major employers

and economic segments, provided by the SC Department of Employment and Workforce, are included below.

Corporation Name
ANDERSON AREA MEDICAL CENTER
ANDERSON COUNTY
ANDERSON COUNTY SCHOOL DISTRICT #2
ANDERSON COUNTY SCHOOL DISTRICT #5
ANDERSON COUNTY SCHOOL DISTRICT 1
ANDERSON UNIVERSITY
Arthrex Manufacturing Inc
CITY OF ANDERSON
E&I ENGINEERING USA CORPORATION
ELECTROLUX HOME PRODUCTS INC
FIRST QUALITY TISSUE SE LLC
Glen Raven Custom Fabrics LLC
INGLES MARKET INC
MICHELIN NORTH AMERICA INC
ONE WORLD TECHNOLOGIES INC
ROBERT BOSCH CORPORATION
TECHTRONIC CORDLESS GP
TRI COUNTY TECHNICAL EDUCATION CENT
WAL-MART ASSOCIATES INC
WALGREEN CO

Source: S.C. Department of Employment & Workforce - 2023 Q1

Income

From 2011 to 2021, Oconee County saw a 2.5% annual increase in median household income. Anderson County has a median household income growth percentage within the next five years of 2.6% as compared to the state of South Carolina projection of 2.7%.

The current median household income of \$59,738 is below state levels with modest growth projected over the next 5 years.

Area Summary

The Anderson & Oconee County area employment base is somewhat oriented to manufacturing. Population and income growth projections are on par with state and

regional projections. The projection is for stability of demand for most types of commercial real estate.

Neighborhood Description

The subject neighborhood is the Townville area, an unincorporated community in that is in the northwestern portion of Anderson County and the southeastern portion of Oconee County. The Townville community is an unincorporated area along SC 24 with proximity to Lake Hartwell. The area is rural in nature with mostly agriculture and recreational uses. The subject includes proximity to I-85 and the SC/Ga line.

Access

The neighborhood is accessible by I-85 which is the main interstate in the upstate of SC, connecting Atlanta, GA to Charlotte, NC. SC 24 and SC 243 provide access to the immediate community with a well-developed network of secondary roads.

Land Use

The land surrounding the subject is minimally zoned, and agricultural uses dominate with scattered residential uses. Development is limited to areas near I-85 and along the few main commuter routes. Public utility access is limited, and sewer is not generally available. The area includes large agricultural uses, some timber tracts, and a few formal developments. The primary development type is scattered residential on acreage tracts. The area is fairly stable with minimal recent growth, and the only commercial uses are local retail uses near crossroads or I-85.

The closest shopping and services are to the east in Anderson within a 25-minute drive of the subject.

Demographics

According to CoStar data, the population within a three-mile radius of the subject is slowly growing over the next five years. Income levels are slightly lower than Anderson & Oconee County as a whole.

Summary

The area has a rural character dominated by agricultural and recreational uses. Development densities are very low. The demographic trend is unfavorable for most types of future development. However, there is low and stable demand for agricultural and recreational uses, as well as estate-type residential tracts.

Location Maps



Description of the Site

The subject includes three adjoining tax map parcels owned by Andrew & Ashley Stevenson; located in the Townville area of Anderson & Oconee County. The total site size is 126.68 acres.

Land Summary				
Parcel ID	Gross Land Area (Acres)	Gross Land Area (Sq Ft)	Topography	Shape
008-00-06-001	70.45	3,068,802	gently rolling	irregular
327-00-03-008	50.98	2,220,689	gently rolling	irregular
008-00-06-001	5.25	228,690	gently rolling	irregular
Totals	126.68	5,518,181		

Site Summary Table	
Address	1332 Fair Play Road, Townville, SC 29689
TMS Number	008-00-06-001, 008-00-06-001, 327-00-03-008
Site Size	126.68 acres or 5,518,181 square feet
Overall Shape	Irregular
Primary Frontage	3,151 LF on Fair Play Road
Secondary Frontage	1,373 LF on Pine Grove Road
Topography	Rolling topography, mostly pine and hardwood stands, seven small pastures, multiple housing envelopes, small creeks, pond
Flood Panel Information	
Flood Zone	X
Panel Number and Date	45073C0445C, September 11, 2009
Utilities	power and telephone
Zoning	CFD, Control Free District, none
Site Improvements	Auxiliary structures for farming use

Shape, Topography and Layout

The tract is bounded to the south by Pine Grove Road, a county-maintained two-lane road. The tract adjoins similar uses, with large agricultural use to the south, east, and west. To the north are scattered residential uses on moderately sized tracts.

The topography includes rolling topography, with the lowest point a 1.5-acre pond located toward the northern boundary. There are five pastures located along Fair Play Road, each separated by a minor tree line. The tract (TMS 327-00-03-008) located in Oconee County includes mostly pastures with three chicken coops that house chickens the farm sells to a local processing facility. There is an old farmhouse with auxiliary structures located in the center of

the property. The owner’s single-family residence along with three rental houses are located along Fairplay Road. The tract peaks along the front third of the tract and the owner’s single-family residence. The center of the tract is a low point form the creek which flows to the pond. The property falls from front to back with a peak height of 820’ and a low point of 710’ along the rear boundary.

The tract has a main gravel road that runs to the old homesite and chicken coops. The remainder is a central hardwood stand with cleared pastures along the boundaries.

Topography Map(s)





Access

The subject's main frontage is along two two-laned paved roads. SC 24 and I-85 are within a 10-minute drive of the property. Overall access is typical for this type of property and area.

Improvements

The tract includes multiple improvements. The main being the owner's ranch style single-family home of approximately 2,200 SF. The home appears to have been constructed in the 1970's and has been periodically renovated. The old two-story farmhouse is almost 3,000 SF but is not currently used as a primary residence. There are four rental homes located at the corner of Fairplay Road and Jolly/Pine Grove Road. The homes are basic and range from 1,100 SF - 2,000 SF

Located directly behind the old farmhouse are multiple storage sheds and a larger barn. The buildings are in fair condition and are in use to support agricultural uses. There are three chicken coops, each approximately 18,000 SF. According to the owner, two of the m are in use while the third is used for storage.

The easement allows for the maintenance and repair of all current structures. There are three proposed housing envelopes and an operational envelope for the chicken coops. Any new construction must be limited to the envelopes.

Overall, we do not believe the site improvements contribute significant value to the overall property, and any demolition is likely to be offset by salvage. They are useful for the current use.

GIS Sketch



Zoning

The parcels located in Anderson County is not zoned. All parcels in Oconee Zoning are zoned control free until the owner requests formal zoning. The ordinance doesn't include formal restrictions, but each site is subject to certain permitting and developmental standards.

Rights-of-Way, Easements, Encumbrances, Encroachments

For this analysis, typical public utility easements are presumed to exist along the borders of the site. Additionally, we reserve the right to alter this report in the event that any adverse rights-of-way, easements, or encroachments, or the potential placements of any improvements over these easements are brought to our attention.

Environmental Issues

An environmental report was not provided for this analysis. We are not qualified, nor do we imply expertise in the detection and identification of potentially hazardous materials that may exist on the site, within the improvements, or near the property. For this analysis, an explicit assumption is made assuming the property does not contain hazardous materials or is located near a contaminated property.

Timber Value

No timber cruise was provided. For purposes of appraisal, we assume that any timber value is accessory to the land and is implicitly included. At the concluded land values, the timber value is a consideration but by no means the main determinant of market value.

Soil Analysis

Based on the USDA Soil Map for this area, the majority of the soil on the tract is Cecile Sandy loams.

Conclusion

The tract has adequate usable road frontage and could be subdivided as needed. It is of a typical size and shape for the neighborhood, and the overall topography includes rolling slopes with ample areas for future homesites. The tract is managed pastures, with hardwood stands, typical of a large agricultural use.

Aerial Map



Soil Map



Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Ca	Cartecay-Chewacla complex	4.8	3.4%
CdB	Cecil sandy loam, 2 to 6 percent slopes	17.2	12.7%
CdC	Cecil sandy loam, 6 to 10 percent slopes	32.8	24.3%
CdD	Cecil-Cataula complex, 10 to 15 percent slopes, moderately eroded	8.0	4.5%
HaB	Hiwassee sandy loam, 2 to 6 percent slopes	11.2	8.3%
HaC	Hiwassee sandy loam, 6 to 10 percent slopes	2.5	1.8%
PaE	Pacolet sandy loam, 15 to 25 percent slopes	10.0	7.4%
PcD2	Pacolet clay loam, 10 to 15 percent slopes, eroded	6.9	5.1%
W	Water	1.2	0.9%
Subtotals for Soil Survey Area		92.3	68.4%
Totals for Area of Interest		135.0	100.0%

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
CcC3	Cecil clay loam, 6 to 10 percent slopes, severely eroded	1.0	0.7%
CcD3	Cecil clay loam, 10 to 15 percent slopes, severely eroded	3.3	2.5%
CdB2	Cecil sandy loam, 2 to 6 percent slopes, moderately eroded	18.7	13.9%
CdC2	Cecil sandy loam, 6 to 10 percent slopes, moderately eroded	16.6	12.3%
LdB2	Lloyd sandy loam, 2 to 6 percent slopes, eroded	0.0	0.0%
PaD	Pacolet sandy loam, 15 to 25 percent slopes	2.7	2.0%
WoB	Worsham sandy loam, 0 to 6 percent slopes	0.3	0.3%
Subtotals for Soil Survey Area		42.7	31.6%
Totals for Area of Interest		135.0	100.0%

Subject Photographs (taken September 23, 2024)



Pine Grove Road, Field, Subject on Right



Main Drive, Old Farmhouse



Dirt Road to Chicken Coops



Chicken Coops



Pasture



Pasture



Northern Pasture



Hardwood Stand



Interior Pasture Toward Pond



Pond



Rental House



Rental House



Rental House



Fairplay Road at Jolly/Pine Grove Road

Real Estate Taxes and Assessment

The Anderson County and Oconee County Assessor provided assessment data with the Treasurer’s office providing real estate taxes. The subject is assessed by the county as an agricultural property with some deferments, and the current taxable value is capped at a lower value than market value. The most recent tax data from Oconee County and Anderson County is presented below.

Real Estate Taxes and Assessment								
Tax ID Number	Land Value	Building Value	Other	Total Value	Assessment Ratio	Assessed Value	Real Estate Taxes	Effective Millage Rate
008-00-06-001	\$351,880	\$0	\$0	\$351,880	4%	\$3,430	\$1,242.56	0.3623
102-00-01-029	\$166,910	\$0	\$0	\$166,910	4%	\$6,760	\$2,241.95	0.3316
327-00-03-008	\$261,980	\$0	-\$257,580	\$4,400	4%	\$180	\$38.68	0.2149
Total Assessment	\$780,770	\$0	\$0	\$523,190		\$10,370	\$3,523.19	0.3397
<i>Source: Anderson County Assessors</i>								

The 2024 taxes for Anderson County have not been paid and are due without penalty until January 15, 2025. The 2024 taxes for Oconee County have been paid. The current assessed basis and property taxes appear reasonable and typical for the property type. The difference in the taxable basis is the agricultural rollbacks or deferments.

We have no other knowledge of any outstanding real estate taxes, special assessments, etc., on the subject property. We reserve the right to alter the conclusions of this report in the event that any such liens are brought to our attention.

Highest and Best Use Before the Easement

Purpose

Highest and Best Use is an analysis of the interaction of the four forces that create value in relation to a particular property. Those forces were identified in the Area Analysis sections. The analysis contained within this section assists in identifying the most appropriate or ideal use of the property and aids in the selection of appropriate sales and lease comparable properties in the valuation sections of the report.

Definition of Highest and Best Use

“That reasonable and probable use that will support the highest present value, as defined, as of the effective date of the appraisal. Alternatively, that use, from among reasonable, probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible, and which results in highest land value.”

Analysis-Highest and Best Use of the Site

This tract is zoned CFD, Control Free District by Oconee County with no formal zoning from Anderson County. The tract is a combination of three adjoining tax map parcels with a total of 126.68 acres of land. Development of the subject would be subject to the current zoning ordinances and county development standards.

The tract has access to power and water with gas across Fair Play Road. The assembled tract has average access and ample frontage along two paved roads. The topography is rolling with an interior hardwood stand and cleared pastures around the boundaries. The amount of road frontage and shape would allow for subdivision into smaller tracts as needed with little limitation. The tract has long been used for agricultural uses with infrastructure in place for the continued operation of a small farm. The adjoining uses are mainly agricultural/recreational and low-density residential. There are few formal developments in the area.

Considering current economic conditions and the improving availability of financing, it is our conclusion that the most financially feasible use of the site if vacant today would be limited subdivision allowing single user sites such as estate type homesites. The subject is typical in size as compared to most of the nearby uses.

The concluded highest and best use of the site, as vacant, is for continued agricultural use. The tract could support multiple uses similar to the adjoining uses and is suitable for gradual conversion to estate-type residential over the long-term.

Analysis-Highest and Best Use as Improved

The current use is for single-family and agricultural, and the improvements are typical for the type and use. The existing improvements represent the current highest and best uses of the tract, that is for agricultural and low-density residential uses.

We exclude the single-family residences from the proposed easement. Damages, if any, caused by the conservation easement, should be attributable to the land.

Valuation Methods

The valuation concerns the property both before and after the granting of a conservation easement. The difference in the before and after values is the implied fair market value of the conservation easement.

The entire 126.68 acre subject parcels will be encumbered with a voluntary, perpetual conservation easement to Upstate Forever in 2024. A portion of the draft easement is included in the addenda of this report. More details of the impacts and restrictions of the easement are included in a subsequent section.

Due to the impacts of the easement, the valuation process includes a review of the highest and best use both before and after the easement, which are developed and reported independently.

A number of valuation methods are available for this type of analysis. We chose the sales comparison approach for the valuation both before and after the easement. In our opinion, the highest and best use of the tract before the easement does not include immediate large-scale subdivision or development of the tract, and there are too many unsupportable variables associated with the land residual model in the before valuation. For these reasons, we exclude the land residual method.

A final valuation note is that the reported values include any timber present on the tract, and we have not allocated land and timber values separately in the analysis. No timber cruise, stand data, or volumes were provided for review.

The various valuation sections are presented below.

Valuation Before the Easement

We conducted a search of public records and proprietary data sources to identify recent land sales and listings in proximity to the subject and having a similar highest and best use. Out of all data reviewed, we selected the following sales as the best indicators of the subject's value. We chose price per acre of land as the most appropriate unit of comparison for this parcel because market participants typically compare sale prices and land values on this basis.

Comp	Address City	Date Price	Acres Price Per Acre
1	425 Ramage Road Townville	1/7/2021 \$438,005	60.60 \$7,228
2	10879 West Oak Highway Seneca	7/23/2021 \$1,373,000	225.14 \$6,098
3	SC 243 and Fairplay Road Townville	12/19/2022 \$728,960	128.53 \$5,672
4	6914 Liberty Highway Pendleton	9/8/2021 \$1,800,000	236.08 \$7,625

Land Sales Map



Land Comparable 1



Transaction

ID	15127	Date	1/7/2021
Address	425 Ramage Road	Price	\$438,005
City	Townville	Price Per Acre	\$7,228
State	SC	Tax ID	009-00-08-002
Grantor	James Felton	Property Rights	Fee Simple
Grantee	Douglas Otuel	County	Anderson
Book/Page or Reference Doc	15015/082	Verification	GT - Broker, Public Record

Site

Acres	60.60	Topography	mostly pasture, rolling
Land SF	2,639,736	Zoning	NA
Usable Acres	60.60	Utilities	water, power, septic
Shape	irregular	Road Frontage	1260
Current Use	agricultural	Proposed Use	agricultural

Comments

This is the sale of 60.60 acres located along Ramage Road in Townville, SC. The site is 85% cleared with open pastures, some internal roads, 6 ponds totaling 8 acres, and two barn improvements. The site is fenced along the perimeter with a small patch of hardwoods and a creek along the eastern border. The topography is rolling with access to water and power. The property was listed by Carol Bailey with National Land Realty and sold after 499 DOM for \$438,006.

Land Comparable 2



Transaction

ID	15124	Date	7/23/2021
Address	10879 West Oak Highway	Price	\$1,373,000
City	Seneca	Price Per Acre	\$6,098
State	SC	Tax ID	302-00-01-005
Grantor	Campbell Hay and Cattle, LLC	Property Rights	Fee Simple
Grantee	CML Farms, LLC	County	Oconee
Book/Page or Reference Doc	2710/61	Verification	GT - Broker, Public Record

Site

Acres	225.14	Topography	40% pasture, rolling woods
Land SF	9,807,098	Zoning	NA
Usable Acres	224.98	Utilities	T, E
Shape	irregular	Road Frontage	1261
Current Use	agricultural	Proposed Use	agricultural

Comments

This is the sale of a 225.14 acre tract located along West Oak Highway in Seneca just south of Lake Hartwell. The site is approximately 40% cleared and in use as pasture land with the remainder of the site wooded and or hay fields. The site is improved with multiple structures and fencing and has access to power with well and septic. The property was listed by Rhonda Brown of EXP Realty and sold after 108 DOM for \$1,373,000.

Land Comparable 3



Transaction

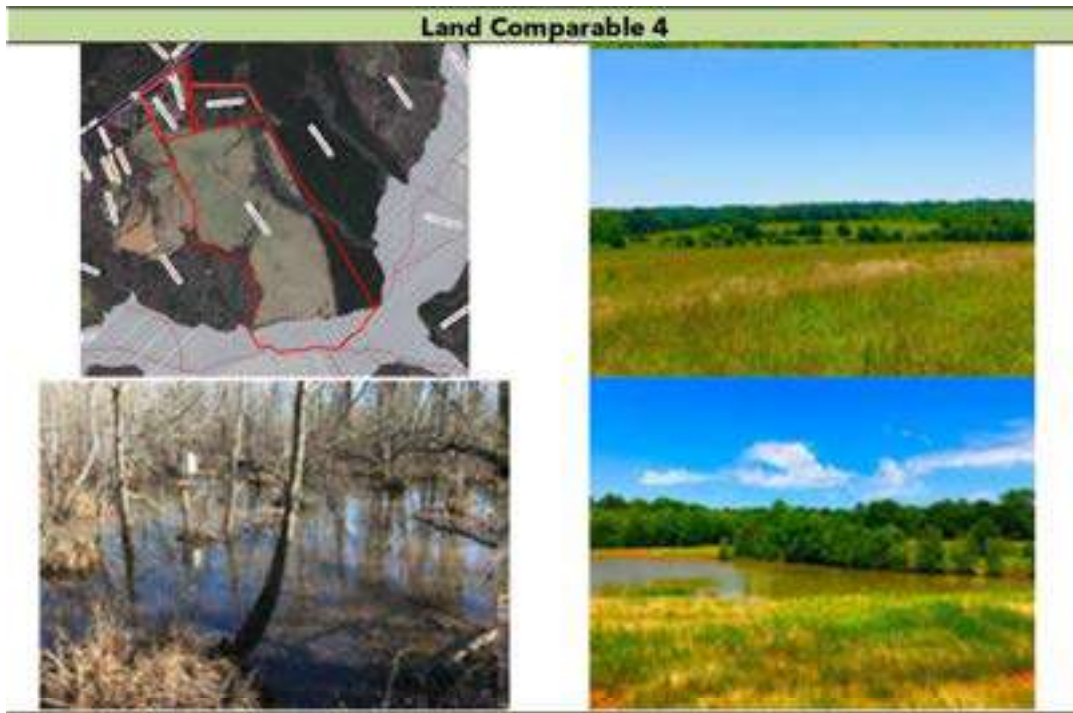
ID	20663	Date	12/19/2022
Address	SC 243 and Fairplay Road	Price	\$728,960
City	Townville	Price Per Acre	\$5,672
State	SC	Tax ID	50003005 & Others
Grantor	Uriel Lovelace	Property Rights	Fee Simple
Grantee	Beaver Creek Village, Inc.	County	Anderson
Book/Page or Reference Doc	16560/1	Verification	GT - Public Record, MLS

Site

Acres	128.53	Topography	Gently rolling
Land SF	5,598,767	Zoning	None
Usable Acres	125.00	Utilities	water, power, septic
Shape	Irregular	Road Frontage	4200
Current Use	agricultural	Proposed Use	single-family

Comments

This is the combination of four parcels totaling 128.53 acres located at the non-signaled intersection of SC 243 and Fairplay Road in Townville. The tract is oddly shaped with ample frontage and is mostly wooded with minimal cleared area along the southeastern portion of the property. The tract has access to power and water. The property was listed by Troy Harrison of Whitetail Properties and sold to a local investor for \$728,960. The property was subdivided into eighteen tracts of various sizes and sold as single-family and larger estate style sites.



Transaction			
ID	17868	Date	9/8/2021
Address	6914 Liberty Highway	Price	\$1,800,000
City	Pendleton	Price Per Acre	\$7,625
State	SC	Tax ID	115-00-05-024, 045, 048
Grantor	John Edward Allgood, Jr.	Property Rights	Fee Simple
Grantee	Green Pasture Properties, LLC	County	Anderson
Book/Page or Reference Doc	15586/106	Verification	KB-inspection, public records, selling broker

Site			
Acres	236.08	Topography	see comments
Land SF	10,283,645	Zoning	None
Usable Acres	215.00	Utilities	E,T
Shape	irregular	Road Frontage	450
Current Use	agricultural	Proposed Use	agricultural

Comments

This sale involves multiple parcels under common ownership; located on the south side of US 178 0.5 miles south of Six and Twenty Road in the Pendleton area. The tract includes some 180 acres tillable or pastures, mostly fenced, Five acre pond, flood collar and creek frontage on 3 & 20 Creek at rear, roughly 50 acres mature hardwoods. Deep tract with limited frontage to north, but adequate for future development if required. Offered for sale by David Carter at Carter Outdoor Realty (864) 907-1188, sold to a cash buyer in 386 days. A home was built near the road frontage after sale, and a later internal sale to change vesting.

Analysis of Comparable Sales

Unit of Comparison

The price per acre method is chosen and used in comparing the market sales with the subject. The adjustments for the comparable sales are presented with an adjustment grid found on a subsequent page. Adjustments were based, when possible, on market extracted data, paired sales analysis, and data from previous appraisal assignments.

Summary of Adjustments

We include a +3% annual market conditions adjustment to the data set, as land market conditions have improved since 2020. This is true even in rural land markets like the subject.





Sale 1 is a smaller tract that is proximate. The tract included inferior frontage with minimal site improvements. The tract is smaller but somewhat similar to the subject.

Sale 2 is a larger tract located north of the subject in Townville. The frontage and site improvements are inferior to the subject.

Sale 3 is an assemblage of multiple tracts with a similar total size. The topography was mostly wooded and considered raw land which is inferior to the subject. The road frontage is similar, but the property lacked any real improvements.

Sale 4 is located in or near Pendleton along a main route which is superior to the subject. The tract is larger than the subject which required a positive adjustment for economies of scale.

The sales adjustments are summarized below:

Land Analysis Grid		Comp 1	Comp 2	Comp 3	Comp 4	
						
Address	1332 Fair Play Road	425 Ramage Road	10879 West Oak Highway	SC 243 and Fairplay Road	6914 Liberty Highway	
City	Townville	Townville	Seneca	Townville	Pendleton	
State	SC	SC	SC	SC	SC	
Date	9/23/2024	1/7/2021	7/23/2021	12/19/2022	9/8/2021	
Price		\$438,005	\$1,373,000	\$728,960	\$1,800,000	
Acres	126.68	60.60	225.14	128.53	236.08	
Acre Unit Price	\$0	\$7,228	\$6,098	\$5,672	\$7,625	
Transaction Adjustments						
Property Rights	Fee Simple	Fee Simple 0.0%	Fee Simple 0.0%	Fee Simple 0.0%	Fee Simple 0.0%	
Financing	Typical	conventional 0.0%	conventional 0.0%	conventional 0.0%	cash 0.0%	
Conditions of	None	market 0.0%	none known 0.0%	none known 0.0%	typical 0.0%	
Adjusted Acre Unit Price		\$7,228	\$6,098	\$5,672	\$7,625	
Market Trends Through	9/23/2024	3.0%	11.6%	9.8%	5.4%	9.4%
Adjusted Acre Unit Price		\$8,066	\$6,698	\$5,975	\$8,342	
Location	Townville	Similar	Similar	Similar	Superior	
% Adjustment		0%	0%	0%	-10%	
Acres	126.68	60.60	225.14	128.53	236.08	
% Adjustment		-10%	10%	0%	10%	
Topography	rolling topography, pastures	mostly pasture	40% pasture, rolling woods	Gently rolling	see comments	
% Adjustment		0%	0%	10%	0%	
Shape	irregular	irregular	irregular	Irregular	irregular	
% Adjustment		0%	0%	10%	0%	
Utilities	E, T	water, power	T, E	water, power	E, T	
% Adjustment		0%	0%	0%	0%	
Zoning	CFD	NA	NA	None	None	
% Adjustment		0%	0%	0%	0%	
Road Frontage	4524	1260	1261	4200	450	
% Adjustment		5%	5%	0%	0%	
Site Improvements	homes, auxiliary structures	Inferior	Inferior	Inferior	Inferior	
% Adjustment		5%	5%	10%	5%	
Adjusted Acre Unit Price		\$8,066	\$8,038	\$7,768	\$8,759	
Net		0.0%	20.0%	30.0%	5.0%	
Gross		20.0%	20.0%	30.0%	25.0%	

Land Conclusion

All four sales required moderate adjustments and are somewhat older. Sales 1 - 3 are proximate with varying sizes and uses. Sale 4 is in a superior location and represents the upper end of the adjusted range. No one sale is overly compelling, but given the characteristics and location, we place slightly more weight on Sales 1 - 3. Given the age of the sales, we reconcile to a unit value just above the average of Sales 1 - 3.

The following table presents the indicated market value conclusion for the subject site.

Land Value Ranges & Reconciled Value				
Number of Comparables:	4	Unadjusted	Adjusted	% Δ
Low:		\$5,672	\$7,768	37%
High:		\$7,625	\$8,759	15%
Average:		\$6,656	\$8,158	23%
Median:		\$6,663	\$8,052	21%
Reconciled Value/Unit Value:			\$8,000	
Subject Size:			126.68	
Indicated Value:			\$1,013,440	
Reconciled Final Value:			\$1,013,000	


We exclude the single-family residences from the proposed easement. Damages, if any, caused by the conservation easement, should be attributable to the land.


As noted above, we allocate a value per county based on the concluded value per acre.

Listings

As a general check of reasonableness, we searched the local MLS and CoStar for active listings of similar tracts in Anderson, Oconee, and surrounding counties. We found two available. We note that most of the listings are being sold as potential business parks or subdivisions and are located near I-85 or main corridors.



1		<p>Hwy 76</p> <p>Belton, SC 29627</p> <p>Anderson County</p> <p>Anderson County Submarket</p>	<p>Zoning: Unzoned</p> <p>Parcel Size: 140 AC</p> <p>Lot Dimensions: -</p> <p># of Lots: -</p> <p>Proposed Use: Commercial, Industrial</p>	<p>Sale Price: \$2,100,000</p> <p>Price/AC: \$15,000.00</p> <p>Sale Status: Active</p> <p>Days On Market: 455</p>
<p>This property is represented by Associated Real Estate Services and Consulting - Cindy Wilson, (864) 261-3980</p> <p>This property is for sale individually</p>				

2		<p>West Union</p> <p>96+- Acres West Union Road</p> <p>West Union, SC 29696</p> <p>Oconee County</p>	<p>Zoning: Commercial</p> <p>Parcel Size: 96 AC</p> <p>Lot Dimensions: -</p> <p># of Lots: -</p> <p>Proposed Use: -</p>	<p>Sale Price: \$1,100,000</p> <p>Price/AC: \$11,458.33</p> <p>Sale Status: Active</p> <p>Days On Market: 750</p>
<p>This property is represented by RE/MAX Realty Professionals - Adrienne Hennes, (864) 380-2122</p> <p>This property is for sale individually</p>				

The Conservation Easement

Some 126.68 acres of the subject tract (the entire tract) will be encumbered with a voluntary, perpetual conservation easement to Upstate Forever on or about September 23, 2024. This draft easement is included in the addenda of this report. More details of the impacts and restrictions of the easement are included in a subsequent section. A table summarizing the surrendered and retained rights of the recorded conservation easement is shown below:

Summary of Conservation Easement Stevenson Centruy Farm		
Right	Allowed Before	Allowed After in CE area
Improvements/Buildings	IAW zoning	maintenance of existing structures which includes removal or expansion - one new residence located within approved building envelope TBD with ancillary structures
Recreational Uses	full use	no commercial recreational activities
Agricultural Uses	full use	full use IAW "best practices"
Timber Harvesting	full use	not allowed
Commercial Uses	full use	not allowed
Wetlands/Waters	full use	no new ponds or impoundments
Roads and Access	full use	limited, use existing roads wherever possible
Dumping/Grading	full use	maintain or repair existing fields
Development Rights	IAW zoning	no commercial or industrial uses
Subdivision	IAW zoning	no subdivision allowed
Hunting	full use	hunting and fishing allowed IAW local laws
Mineral Rights	full use	not allowed
Utility Systems	full use	permitted, IAW local codes
Fee Simple ownership	yes	yes
Right of sale	yes	yes
Right to lease	yes	yes
Source: Draft CE to Upstate Forever, November 2024		

Net Effect of Conservation Easement

The subject’s encumbered area has some loss in functional utility and value due to the conservation easement. The main restrictions are the limitations on subdivision and development. Given the highest and best uses before the easement, the loss in subdivision and development rights on the encumbered areas is the most significant loss in utility and value. However, the subject’s agricultural/recreational use is not overly affected by the easement.

As the property is being valued/appraised both before and after the granting of the conservation easement, under the assumption that both circumstances occur simultaneously, it is necessary to derive a separate opinion of the highest and best use for the property after the conservation easement. This section is shown below.

Highest and Best Use After the Easement

The valuation question involves the analysis of a conservation easement on the property. It is necessary to develop independent highest and best use analyses on the property given the conservation easement and its effects on the property. As summarized in the preceding section, the conservation easement encumbers the entire 126.68 acres of the larger parcel.

Definition of Highest and Best Use

"That reasonable and probable use that will support the highest present value, as defined, as of the effective date of the appraisal. Alternatively, that use, from among reasonable, probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible, and which results in highest land value."

Four Stages of Analysis

In estimating highest and best use, there are essentially four criteria of analysis:

1. Physically Possible Use - what use is physically possible for the site and/or improvements?
2. Legally Permissible Use - what uses are permitted by zoning, deed, or other legal restrictions on the development of the site?
3. Financially Feasible (Supply and Demand) - which possible and permissible uses will produce a positive net return to the owner of the property?
4. Maximally Productive - among the feasible uses, which use will produce the highest net return or the highest present worth?

Legally Permissible Analysis

After the easement, uses within the 126.68 acre conservation easement are largely restricted to the current uses, allowing one new homesite with a two story maximum as well as minor outbuildings. Hunting and agricultural uses are allowed per the easement but are slightly restricted to non-commercial uses. The tract may not be otherwise subdivided, which in effect restricts its uses to the current ownership; i.e., an intergenerational ownership. The legal restrictions are fairly common for this type of easement.

Physically Possible Analysis

The larger parcel has historically been used for agricultural uses. The highest and best use before the easement and market analysis sections include a description of the physically possible uses of the tract. These uses include the current agricultural use, estate type (large acreage) single-family residential, and recreational/timber uses.

After the easement, subdivision is not allowed, and the owner retains some rights to recreational and for agricultural uses within the easement area. No site plan, preliminary plat, or other map was provided to show the potential location of the new homesite. The encumbered land area directly impacted by the easement is therefore the full 126.68 acres given that the retained subdivision rights are very limited and speculative as to location within the tract.

According to the easement, the siting of the future improvements must be approved by the easement holder.

Financially Feasible Analysis

The "before" highest and best use section of this report indicates that as of today there is some demand for estate type residential and timber/recreational tracts. The tract has historically been used for agricultural use. The legally permissible uses for the 126.68 acres conservation easement after the easement are limited, but the site can be improved with up to one additional single family homesite within the current envelopes.

The encumbered property, if vacant and after the easement, would have some appeal for agricultural or recreational uses. These uses are legally permissible under the conservation easement and are included in the reserved rights, subject to certain conditions.

The area market yielded a few sales of encumbered recreational and agricultural tracts, which are essentially the after use of the encumbered property. Based on a review of the sales data, there appears to be some but limited demand for this property type.

Maximally Productive Analysis

Considering all reasonably probable development scenarios and potential values that could be created versus the cost of development of each, we conclude that no use of the 126.68 acre encumbered site after the easement would be as profitable as recreational or agricultural uses, with a few maintained homesites.

Conclusion: Highest and Best Use After the Easement

The larger parcel, after the easement, has a unified highest and best use. The encumbered 126.68 acres are limited to agricultural or recreational uses. The potential homesites are typical for the property type; there are a number of working farms and hunting tracts in the area that feature a single residence.

Recreational or agricultural uses are the only uses that meet the four tests of highest and best use. In valuing the property after the easement, we treat the full 126.68 acres of the tract as encumbered by the easement, with no separate value for the existing homesites.

Valuation After the Easement

As explained above in the highest and best use of the property after the granting of the easement, there is some loss in highest and best uses, functional utility and in value to the property from the easement. After the easement, the entire 126.68 acres of the subject larger parcel will be encumbered by the easement.

Valuation of the 126.68 acres of Encumbered Land

According to Land Valuation: Adjustment Procedures and Assignments by Dr. James H. Boykin, PhD, MAI (Appraisal Institute, Chicago, IL, 2001, page 179), *"on the surface, comparative analysis of similar easement sales seems an ideal method to ascertain the market value of an easement on an appraised parcel"*. In addition, "this valuation method is accepted by the Internal Revenue Service in Treasury Reg. 1.170A-14(h)(3), which states, "if there is a substantial record of sales of easements comparable to the donated easement (such as purchases pursuant to a governmental program), the fair market value of the donated easement is based on the sales prices of such comparable easements"".

However, this method has some problems in that many easements are different, and often affect tracts differently. There are also few sales of encumbered tracts available in the Southeast, as in many cases the encumbrance caused by the conservation easement significantly restricts the marketability of the property. In other cases, the conservation easement restrictions limit uses of the property to such an extent that the property becomes an intergenerational property.

According to the book Appraising Conservation and Historic Preservation Easements by Richard J. Roddewig, MAI (Appraisal Institute, Chicago, IL, 2011), page 255: *"The Valuation of Conservation Easements course developed by the Appraisal Institute in conjunction with the Land Trust Alliance, the American Society of Appraisers, and the American Society of Farm Managers and Rural Appraisers sets out a clear series of steps to pursue when finding "after sales" (from Figure 15.1, page 255):*

Procedure for Researching "After" Sales

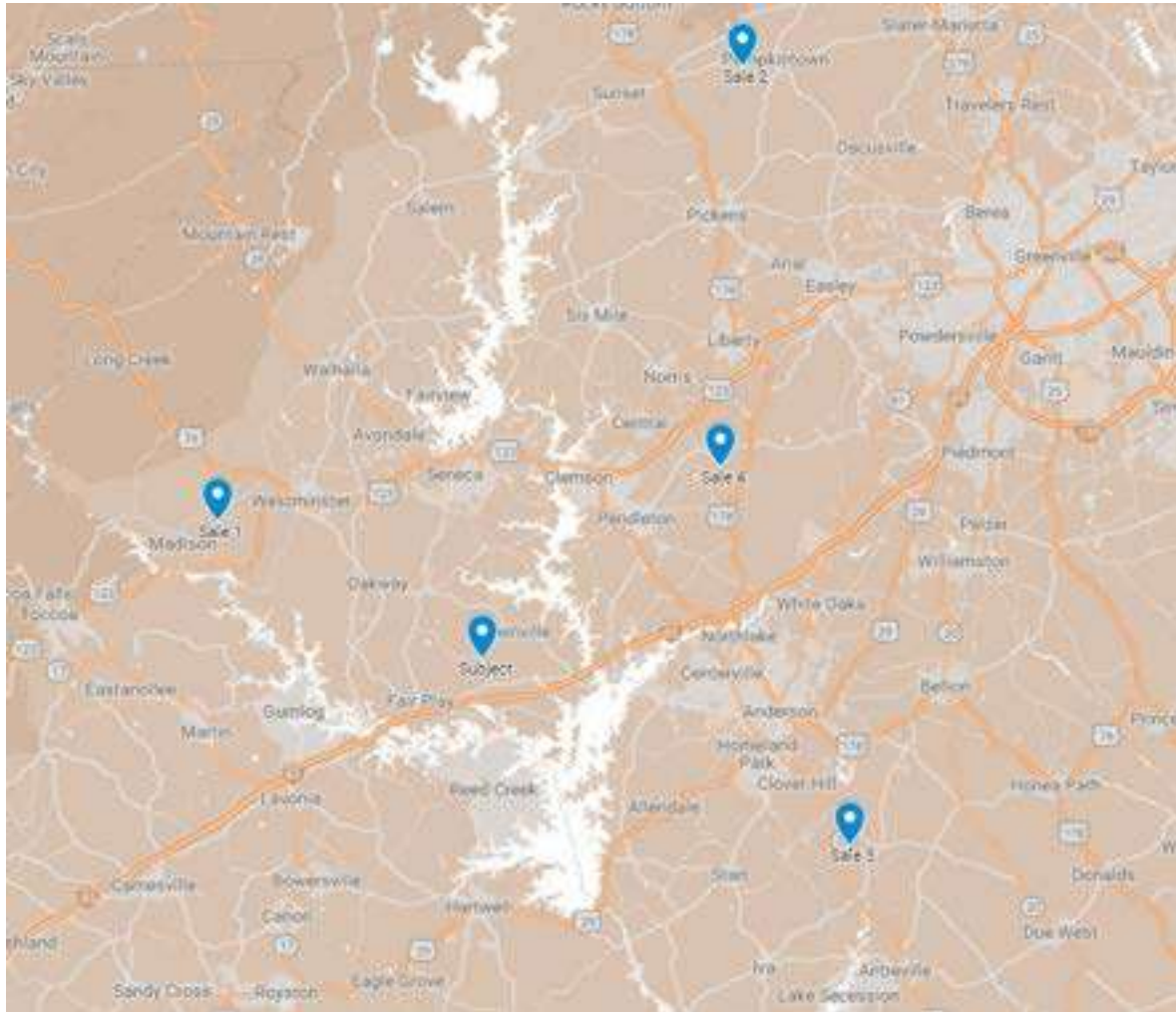
Locating After Sales:

- a. Usually, the number of comparable after sales is quite limited in any market area.
- b. Search subject property's market area for recent sales first.
- c. Older sales in subject's market area.
- d. Markets competitive with subject property's market area.
- e. Markets comparable to, but not necessarily competitive with, subject property's market areas.
- f. A sufficient number of sales must be used to support the comparisons.

We conducted research regionally to find sales of such properties. Sales 2-4 are single-user sites with functional issues and have limited development potential. Sale 1 is an encumbered tract with difficult topography and access. As such, these parcels reflect a similar use and development potential as the subject after it is encumbered by the conservation easement. Detailed descriptions of the sales are attached on the following pages.

Comp	Address City	Date Price	Acres Price Per Acre
1	N. Jenkins Bridge Road Westminster	4/13/2022 \$560,000	262.00 \$2,137
2	187 Possum Holler Pickens	4/29/2021 \$435,000	79.40 \$5,479
3	Abbeville Highway at Shiloh Church Road Anderson	2/16/2023 \$425,000	90.00 \$4,722
4	920 Wilson Road Central	8/27/2020 \$450,000	90.00 \$5,000

Land Sales Map



Land Comparable 1



Transaction

ID	19400	Date	4/13/2022
Address	N. Jenkins Bridge Road	Price	\$560,000
City	Westminster	Price Per Acre	\$2,137
State	SC	Tax ID	261-00-01-007
Grantor	Chauga River, LLC	Property Rights	Fee Simple
Grantee	Chauga South, LLC	County	Oconee
Book/Page or Reference Doc	2802/9	Verification	GT - Broker, Public Record

Site

Acres	262.00	Topography	mild to moderate
Land SF	11,412,720	Zoning	None
Usable Acres	245.00	Utilities	E, T
Shape	irregular	Road Frontage	1600
Current Use	agricultural	Proposed Use	agricultural

Comments

The 262-acre tract, situated along N. Jenkins Road in Westminster, SC, includes 1,500 feet of frontage. A smaller portion of approximately 10 acres lies on the north side of N. Jenkins Bridge Road, while the majority extends to the south. A railway right-of-way traverses the tract, dividing it, with access to the southern section provided by a flag entrance on N. Jenkins Bridge Road. The entire tract is encumbered by a perpetual easement granted to Upstate Forever, officially recorded on June 8, 2015, in Oconee County Register of Deeds Book 2109 Page 207. This easement imposes restrictions limiting usage to a single-family residential site with three ancillary buildings, alongside allowances for agricultural and recreational activities. The property, listed by Patrick McNamara of Joan Herlong Sotheby's International, was sold after 207 days

Land Comparable 2



Transaction

ID	17951	Date	4/29/2021
Address	187 Possum Holler	Price	\$435,000
City	Pickens	Price Per Acre	\$5,479
State	SC	Tax ID	4195-00-55-8085
Grantor	Bruce Willis Pinkerton, et al	Property Rights	Fee Simple
Grantee	Liberty Park Place, LLC	County	Pickens
Book/Page or Reference Doc	2267/150	Verification	KB-public records, MLS, broker

Site

Acres	79.40	Topography	see comments
Land SF	3,458,664	Zoning	None
Usable Acres	70.00	Utilities	E,T
Shape	irregular	Road Frontage	30
Current Use	vacant	Proposed Use	unknown

Comments

Very private tract on the south side of the Oolenoy River, just off SC 288, and 2 miles south of SC 11 in the Sunset area of northern Pickens County. Tract is accessed by Possum Holler, a gravel private drive, and begins on the other side of the Oolenoy River bridge at the boundary of the property. Very private and remote. Although the site is improved with a home, the home was in poor repair, and given no value in the listing. Tract includes a series of wooded ridges, about 2,800' on the river, and a small flood plain collar. Basically a single homesite due to the limited access, no real development potential. Offered by Greg McMahan at Cherokee Foothills, sold to a

Land Comparable 3



Transaction			
ID	19233	Date	2/16/2023
Address	Abbeville Highway at Shiloh Church Road	Price	\$425,000
City	Anderson	Price Per Acre	\$4,722
State	SC	Tax ID	181-00-03-006
Grantor	Leann Hill	Property Rights	Fee Simple
Grantee	Michael and Stefanie Ocain	County	Anderson
Book/Page or Reference Doc	16618/180	Verification	GT - Broker, Public Record, MLS
Site			
Acres	90.00	Topography	moderate slopes, wooded
Land SF	3,920,400	Zoning	None
Usable Acres	90.00	Utilities	water, power,
Shape	irregular	Road Frontage	500
Current Use	vacant land	Proposed Use	single-family

Comments

This is a 90.00-acre tract located along Abbeville Highway some 9 miles south of Anderson. The tract is mostly wooded with approximately 500' of frontage along Abbeville Highway and access to power and water. The shape is irregular and narrow along the road frontage with 100' of fall from frontage to the eastern boundary. The Rocky River makes up the entire eastern boundary with approximately 40 acres located in the flood plain. Given the shape, lack of frontage, and flood plains present, this is basically a one or two user site. Surrounding uses are mostly large single-family or agricultural uses. The property was listed by Mark Martin of KW Upstate and sold for a consideration of \$425,000 after 144 DOM.



Transaction			
ID	19234	Date	8/27/2020
Address	920 Wilson Road	Price	\$450,000
City	Central	Price Per Acre	\$5,000
State	SC	Tax ID	870-00-03-035
Grantor	Katherine Ferguson, et		
Grantee	Nathaniel and Catherine Gambrell	County	Anderson
Book/Page or Reference Doc	14719/250-262	Verification	GT - Broker, Public Record, MLS
Site			
Acres	90.00	Topography	mild slopes
Land SF	3,920,400	Zoning	None
Usable Acres	90.00	Utilities	water, power, septic
Shape	flag	Road Frontage	140
Current Use	vacant land	Proposed Use	single-family

Comments

This is a 90-acre tract located along Wilson Road approximately 1 miles SW from the Liberty Highway and SC 88 intersection. The site includes approximately 140' of frontage along Wilson Road and has access to power and water. The front of the site includes a small 2 acre pasture, and the remainder of the site is mostly wooded. The site includes some 70' of fall from left to right with no flood plain. The shape of the site is somewhat flag shaped meaning the site is most likely a single or two user site, no real subdivision potential due to shape. Surrounding uses are mostly large single-family tracts or agricultural uses. The property was listed by Joseph Cann of Cann Realty and sold for \$450,000 after 56 DOM. A 5.0 acre homesite was platted after the sale for single-family use.

Analysis of Encumbered Sales

The comparables vary widely in uses, effect of the easements, and location.

We do not include a market conditions adjustment to the "after" sales, as the prices for such tracts tend to remain relatively steady even in a recessionary or improving market.

Sale 1 a heavily wooded tract west of Westminster. The tract is divided by a railroad right of way and is encumbered by a conservation easement. The size is larger, the topography includes more severe slopes and dense woods, and the access is inferior. The sale sets the lower end of the range.

Sale 2, without a conservation easement, essentially operates as a single-user site. Access is facilitated through a shared easement with limited visibility, resembling properties burdened by restrictions due to the sale's restricted access and limited potential for development.

Sale 3 includes limited frontage and 40 acres of flood plain, making development almost impossible. The size is smaller than the subject which requires a negative adjustment.

Sale 4 is a flag lot that is smaller than the subject. Topography is similar, but the access limits development.

The sales adjustment grid for the encumbered land is shown below:

Land Analysis Grid		Comp 1	Comp 2	Comp 3	Comp 4
Address	1332 Fair Play Road	N. Jenkins Bridge Road	187 Possum Holler	Abbeville Highway at Shiloh Church	920 Wilson Road
City	Townville	Westminster	Pickens	Anderson	Central
State	SC	SC	SC	SC	SC
Date	9/23/2024	4/13/2022	4/29/2021	2/16/2023	8/27/2020
Price		\$560,000	\$435,000	\$425,000	\$450,000
Acres	126.680	262.00	79.40	90.00	90.00
Acre Unit Price	\$0	\$2,137	\$5,479	\$4,722	\$5,000
Transaction Adjustments					
Property Rights	Fee Simple	Fee Simple	0.0%	Fee Simple	0.0%
Financing	Typical	conventional	0.0%	cash	0.0%
Conditions of	None	market	0.0%	market	0.0%
			0.0%	none noted	0.0%
Adjusted Acre Unit Price		\$2,137	\$5,479	\$4,722	\$5,000
Market Trends Through	9/23/2024	0.0%	0.0%	0.0%	0.0%
Adjusted Acre Unit Price		\$2,137	\$5,479	\$4,722	\$5,000
Location	Townville	Similar	Similar	Similar	similar
% Adjustment		0%	0%	0%	0%
Acres	126.68	262.00	79.40	90.00	90.00
% Adjustment		10%	-10%	-10%	-10%
Topography	rolling	mild to moderate slopes	see comments	moderate slopes,	mild slopes
% Adjustment		10%	5%	0%	0%
Shape	irregular	irregular	irregular	irregular	flag
% Adjustment		0%	0%	0%	0%
Utilities	E,T	E, T	E,T	water, power,	water, power,
% Adjustment		0%	0%	0%	0%
Zoning	CFD	None	None	None	None
% Adjustment		0%	0%	0%	0%
Visibility	average	similar	similar	similar	similar
% Adjustment		0%	0%	0%	0%
Access	typical	inferior	inferior	similar	inferior
% Adjustment		5%	5%	0%	5%
Adjusted Acre Unit Price		\$2,672	\$5,479	\$4,250	\$4,750
Net		25.0%	0.0%	-10.0%	-5.0%
Gross		25.0%	20.0%	10.0%	15.0%

Concluded Value of 126.68 Acres

Sale 1 is the only encumbered sale but is inferior to the subject and sets the low end of the range. Sales 2-4 are not encumbered by a conservation easement but lack the physical characteristics of tracts that are typically developed into multiple sites. The subject, when encumbered, will still feature ample frontage, creeks, a pond, and multiple pasture areas. Said another way, the subject would most likely transact above Sale 1 but below the average of Sales 2 - 4. We conclude to a unit value for the 126.68 acres just below the overall average.

Land Value Ranges & Reconciled Value				
umber of Comparables:	4	Unadjusted	Adjusted	% Δ
Low:		\$2,137	\$2,672	25%
High:		\$5,479	\$5,479	0%
Average:		\$4,335	\$4,288	-1%
Median:		\$4,861	\$4,500	-7%
Reconciled Value/Unit Value:			\$4,000	
Subject Size:			126.68	
Indicated Value:			\$506,720	
Reconciled Final Value:			\$507,000	

Valuation of Unencumbered Areas/Benefits

Various IRS regulations state "if the granting of a conservation easement has had an effect of increasing other property owned by the donor or a related person, the amount of the deduction for the conservation contribution shall be reduced by the amount of the increase in the value of the other property" (IRC 1.170 A-14 (h)(3)(i)). This is in compliance with the so-called "Federal" rule concerning easement and their valuation, in that, benefits to the remainder must be considered.

We used public records to identify nearby parcels under similar or related ownership. Based on our review of ownerships, layout and uses, we find no damages or enhancement to the adjoinders and exclude them from the analysis and valuation.

Value of Conservation Easement

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. The entire 126.68 acres of the property/larger parcel are to be encumbered by a perpetual conservation easement to Upstate Forever in November 2024.

The difference in the two values is the value of the easement placed on the property as of September 23, 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 owners.

The estimated fair market value of the conservation easement as of September 23, 2024 is the difference in the “before” and “after” values. As noted above, we allocate a value per county for one of the intended users.

Property	Appraisal Premise	Final Opinion of Market Value			Market Value	Anderson County	Oconee County
		Interest	Effective Date				
Stevenson Century Farm	Before the Easement	Fee Simple	September 23, 2024	\$1,013,000	\$603,000	\$410,000	
Stevenson Century Farm	After the Easement	Fee Simple	September 23, 2024	\$507,000	\$302,000	\$205,000	
Stevenson Century Farm	Conservation Easement Fair Market Value	Fee Simple	September 23, 2024	\$506,000	\$301,000	\$205,000	

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 subject contains three adjoining parcels in separate counties that together form the larger parcel. Upon request, we allocate value to each parcel to show the potential easement funding for each county.

Assumptions and Limiting Conditions

1. **Acceptance of Report/Limit of Liability:** The client's acceptance and/or use of this report also establishes the complete acceptance of all contingencies, assumptions, limiting conditions, etc., as stated within the report. The client is responsible to become familiar with these assumptions and limiting conditions. If placed in the possession of anyone other than the client, the client shall make such party aware of these assumptions and limiting conditions. The appraiser(s) assume no liability for the client or third party's lack of familiarization and comprehension of the same. The appraiser(s) have no responsibility or liability to correct any deficiencies of any type in the property, or any costs incurred to correct such deficiencies whether legal, physical, or financial. Clients bear the responsibility of consulting and retaining experts outside the appraisal profession as required by the situation.
2. **Post Appraisal Services:** The contract for appraisal, consultation, or other service is fulfilled upon completion of the assignment. The appraiser(s) or others assisting in this report will not be required to provide testimony in court or other hearing and will not participate in post appraisal services other than routine questions with the client or third parties so designated by the client without a separate engagement and for an additional fee. If testimony or deposition is required due to subpoena, the client shall become responsible for the incursion of fees and charges for any additional time, regardless of the party.
3. **Duplication and Dissemination of Report or Report Contents:** This appraisal has been completed for the client's specific use and the appraiser(s) have no liability, accountability, or obligation to any third party. The appraiser(s) retains copyright of the data, discussions, and conclusions contained herein. Possession of this report does not constitute the right of publication either in whole or in part. The client may only disseminate complete final copies to third parties engaged in the course of underwriting and loan securitization. Duplication and dissemination of selected sections of this report to third parties without express written consent of the signatories of the report are prohibited. This report in whole or in part may not be distributed to the general public by use of advertising media, public relations, new outlets, etc. without the written consent of the signatories. Exemptions from this restriction include duplication for the client's internal use, dissemination to accountants, attorneys, or advisors of the client. The exemption also extends to any court, governmental authority, or regulatory agency that has jurisdiction or subpoena power over the individuals or parties for whom the appraisal has been prepared or for ethics enforcement, provided that the report will not be published in whole or in part in any public document or medium. This report shall not be advertised to the public to make a "sale" or any "security" as defined by the Securities Act of 1933. The report has been prepared for the client and the client's intended use. The appraiser(s) have no liability to any third party.
4. **Right to Amend Report:** Through the course of this assignment the appraiser(s) collected data from numerous sources deemed reliable, but not guaranteed. No liability is assumed for the inaccuracies of data supplied by the various sources either public or private. Data relied upon in this report has been confirmed with one or more parties involved in the comparable transactions, considered reliable and/or reasonable, and appropriate for inclusion in the analysis. Although there were no reasons to doubt the general accuracy of such data, unimpeachable verification or affidavits of all data is an impractical and an uneconomic expenditure of time and resources and/or may involve legal or confidentiality issues. The appraiser(s) reserve the right to amend, modify, alter, or correct any and all statements, analysis, and conclusions of the value indications in the event that incorrect data was supplied, withheld, altered, or that any other pertinent data unknown, not disclosed, or revealed to the appraiser(s), whether intentionally or unintentionally, during the course of this assignment subsequently becomes available. Examples of such data that could impact the opinions of market value include but are not limited to: street addresses, Assessor's Parcel Numbers, site area, site dimensions, gross building area, net rentable area, usable area, common area, number of units, number of room, rent rolls, historical operating statements and budgets, sales data, etc. The client is

requested to immediately contact the appraiser(s) with errors, discrepancies, alterations to the proposed properties or land parcels to determine the impact on the opinion(s) of market value.

5. **Market Dynamic and Valuation Fluctuations:** The opinions of market value expressed within the report are subject to change over time as a result of market dynamics. Market values are highly susceptible to both macro and micro economic forces that influence the property. Such forces include but are not limited to exposure on the market, length of time, marketing efforts, motivations and preferences of market participants, productivity of the property, the property's market appeal, changes in investor requirements regarding income and yields, etc. The opinions of market value and made as of the report date and subject to fluctuations over time as a result of natural market forces.
6. **Date of Value, Dollar Values, and Purchasing Power:** The date of the report and the effective date of the market value opinions are stated in the letter of transmittal or with the appropriate sections of the report. All dollar amounts are based on the purchasing power of the United States Dollar (USD). The analyses and conclusions of the appraisal are based upon the known market conditions as of the date of report. Changes in market conditions or purchasing power may warrant a new appraisal assignment. The appraiser(s) are available for consultations regarding changes in the economic conditions.
7. **Exhibits:** Maps, plats, sketches, photographs, and other exhibits are intended for illustration, visualization, and assistance in describing and analyzing the property in full context. Such exhibits may not be removed, reproduced, or separately used beyond this report.
8. **Fixtures, Furniture, and Equipment (FF&E) and Business Concerns:** Personal property, FF&E, intangibles, going concerns, etc., unless specifically stated as a component of the real estate, is excluded from the market value estimates.
9. **Proposed Improvements, Renovations, and Repairs:** For the purposes of this analysis, the proposed improvements, renovations, and/or repairs are presumed to be completed in a workman-like manner, and according to the detail, plans, and specifications supplied to the appraiser(s). The market value opinions for such construction, renovations, and repairs are subject to an inspection of the improvements to determine completion as per plans and specifications.
10. **Divisions or Fractional Interests:** The opinions of market value apply to the entire property unless specifically identified and established within the conclusions and analyses of the report. Division of fractional interests by the client or third party will render this report invalid.
11. **Component Values:** The distribution of total valuation between the land and the building improvements in this report are applicable only under the existing program or utilization of the property. The component values between land and building are not intended, nor are they to be used in conjunction with any other appraisal assignment, and are rendered invalid if used.
12. **Clear Title:** It is specifically assumed, unless otherwise indicated, that the title to the property is clear and marketable, that there are no recorded, unrecorded, or potential liens, defaults, encumbrances, etc. that would adversely affect the marketability and transfer of ownership. The appraiser(s) do not imply expertise in determining defects in the title, nor has the appraiser(s) been informed of such adversities. Specific questions regarding the title, including title insurance should be directed to a well qualified real estate title company. The legal description provided by title report, surveyor, government records, etc. is assumed to be correct.
13. **Survey:** Site plans, sketches, or other illustrations are not surveys unless specifically identified as an exhibit from a licensed survey. Surveys of the site boundaries were not completed, nor does (do) the appraiser(s) imply such expertise. Dimensions and areas of the site were obtained from sources deemed reliable but not guaranteed. Additionally, it is further assumed that no encroachments exist.

14. **Subsurface Rights, Avigation Easements, and Transferable Development Rights (TDR's):** The market value opinion(s) specifically assume that there are no mineral deposit rights or other subsurface rights, avigation easements, or transferable development rights associated with the property unless explicitly stated within the report.
15. **Private Deed Restrictions:** The appraiser(s) make the explicit assumption that there are no private deed restrictions that in any way limit the use of the subject property.
16. **Americans with Disabilities Act (ADA):** The ADA became effective on January 26, 1992. The appraiser(s) do not imply expertise in the interpretation of the ADA, nor has a compliance survey been completed. The potential exists that if a compliance survey is completed combined with a detailed analysis of the ADA requirements, deficiencies may be revealed that could adversely impact the market value conclusion(s). No specific information regarding any non-compliance issues have been provided to the appraiser(s) and the possibility of non-compliance was not considered in the developing the opinions of value contained herein. Specific compliance questions should be directed to the appropriate governing jurisdictional agency.
17. **Zoning Ordinances:** It is assumed that no changes to the current zoning code/ordinances or other regulations regarding the use of the property, density of development, construction components and/or quality of components, etc. are imminent or under consideration by the jurisdictional governing body, unless otherwise noted in the report. The property is appraised under the assumption that the improvements are approved, that certificates of occupancy or permits have been or will be issued, and that all other applicable national, state, local, or other administrative requirements have successfully been, or will be obtained or renewed for any use considered in the opinion(s) of market value.
18. **Adverse Governmental Controls:** Unless otherwise stated, the appraiser(s) are unaware of any governmental controls on the property, public initiative issues, rent or price controls, or any other adverse governmental or public controls contemplated regarding the legal use of the property.
19. **Property Compliance:** The appraiser(s) express no opinions or warranties that may require legal expertise or specialized investigations beyond the methods and investigations typically employed by real estate appraisers. Market value opinion(s) and conclusions contained within the report assume that the property is compliant with all environmental and government regulations such as building permits, fire department approvals, occupancy permits, building codes, licenses, etc. If the appraiser(s) have not been supplied with a termite inspection, occupancy permit, etc., no responsibility or representation is assumed for correction costs associated with obtaining those items or deficiencies discovered before or after they were obtained. The appraiser(s) assume no responsibility for costs incurred to obtain flood hazard determination, flood hazard insurance, or consequences arising from failure to obtain flood hazard insurance. Although the appraiser(s) has searched publicly available FEMA maps, a flood certification should be obtained from a qualified agent for the Federal Flood Insurance Program.
20. **Structural Integrity and System Components:** No advice or warranty of any kind are expressed or implied regarding the condition or adequacy of the mechanical systems, structural integrity of the improvements, soils, settlements, drainage, or other factors regarding the integrity and adequacy of the component systems of the improvements. The appraiser(s) is not a qualified engineer, nor is expertise implied with respect to engineering matters. Client may desire to retain the services of a qualified licensed contractor, civil engineer, structural engineer, architect, or other expert in determining the quality, condition, and adequacy of the improvements prior to the disbursement of funds. It is assumed that the existing improvements are structurally sound and constructed to the applicable federal, state, and local building codes and ordinances. That assumption includes, but is not limited to the superstructure, roofing, electrical, plumbing, mechanical, HVAC, elevator, etc. The opinion(s) of market value are based upon no hidden or unapparent adverse conditions of the improvements, the site, or the subsoil which would cause a loss in value. No responsibility or liability

is assumed for any adverse conditions or for the expertise and retention of experts in discovery, detection, and cost to cure. In the event that professional consultations or reports reveal negative factors that would create a loss in value, the appraiser(s) reserve the right to amend the opinion(s) of market value and other conclusions contained herein.

21. **Environmental Hazards:** Unless specifically stated, the appraiser(s) have no knowledge regarding the presence or absence of toxic materials including but not limited to asbestos, urea-formaldehyde insulation, leaking underground storage tanks, contaminated groundwater, or other potentially hazardous materials and substances that would adversely affect the market value and marketability of the property. The appraiser(s) do not imply expertise and no liability is assumed for the detection or remediation of such materials or substances whether above or below the ground surface. Although a perfunctory observation was made during the inspection, the client is referred to an environmental expert for further details, if so desired. If environmental hazards are discovered, the market value opinion(s) may be negatively affected, requiring a re-appraisal of the property for an additional fee.
22. **Environmental Compliance:** Unless otherwise noted, the appraiser(s) make the assumption that the property is in compliance with all applicable national, state, or local environmental regulations.
23. **Competent Property Management:** It is assumed that the subject property analyzed currently is, or will be under efficient and competent management and that said management is not, or will not be inefficient or super-efficient.
24. **Cash Flow Projections:** The cash flow projections presented in this report are forecasts of future performance characteristics based upon the macro and micro economic data detailed in the analysis. The income, vacancy, expenses, and general economic conditions presented are not to be construed as predictions of the future, but rather reasonable expectations of future performance. Actual results will vary and are affected by fluctuating economic conditions and efficiency of management. The appraiser(s) make no warranty, express or implied, that the forecasts will occur as outlined. Additionally, future economic projections may be adversely affected by unforeseen circumstances and economic repercussions beyond the realm of knowledge or control, such as the events of September 11, 2001.
25. **Asset Recommendations and Consultations:** No statements contained within the report shall constitute recommendations with regard to the acquisition, disposition, or holding of the asset at the stated market value indication(s). Such decisions warrant significant research and strategy, with specific investment questions requiring additional consultations and financial analysis.

Addenda

Draft Conservation Easement

- C. Significant Natural Areas within the Riparian Buffers containing relatively natural habitat of fish, wildlife, and/or plants, associated with mixed hardwood deciduous forests in the Southern Outer Piedmont Ecoregion, including over 4,000 linear feet of riparian buffer along a tributary of Little Beaverdam Creek; and
- D. Agricultural and forest land in close proximity to other conserved property, such as December Hill Farm and Glenn Forest, conservation easements held by Upstate Forever;

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

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

WHEREAS, in the view of Grantor and Grantee, the Conservation Values of the Protected Property meet 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; and
- B. The preservation of open space (including farmland and forest land) where such preservation is for the scenic enjoyment of the general public, or pursuant to a clearly delineated Federal, State, or local governmental conservation policy, and will yield a significant public benefit;

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

SIGNATURE PAGE FOR CONSERVATION EASEMENT

IN WITNESS WHEREOF, Grantor has set their hands to this Easement as of the day and year first above written,

GRANTOR:

WITNESSES:

Andrew B. Stevenson

Ashley W. Stevenson

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged this ____ day of _____, 202__ before me the undersigned Notary, and I do hereby certify that the above named Grantor(s) personally appeared before me and acknowledged the due execution of the foregoing instrument.

(Signature of Notary)

Notary Public for the State of South Carolina

My commission expires: _____

EXHIBIT 2

Residential and Agricultural Pin Locations and Building Envelope Areas



Building Envelope Area	Size	GPS Coordinates
A	4 acres	
B	3 acres	
C	1 acre	
D	5 acres	

Assessor's Cards

Property Record Detail									
View Taxes		View Parcel							
TAXMAP NO			OLD TAXMAP NO			PARENT TMS NO			
908-00-06-001-000									
Owner Information									
Current Owner					Previous Owner				
Name	STEVENSON ANDREW B + ASHLEY W				Name	STEVENSON BARRY J			
Address	1332 FAIRPLAY RD				Address	1324 FAIRPLAY RD			
City/State	TOWNVILLE SC				City/State	TOWNVILLE SC			
Zip	29689-0000				Zip	29689-0000			
Sales Information									
Date	Book#	Page#	Price	Purchaser					
6/25/2023	16736	00006	\$ 330,000.00	STEVENSON ANDREW B + ASHLEY W					
10/03/2008	8876	00076	\$ 10.00	STEVENSON BARRY J					
7/04/2008	8876	72	\$ 1.00	STEVENSON BETTY JO Y					
11/30/1977	180	525		STEVENSON ROBERT J					
N/A									
Property Information									
Subdivision					Tax District	004			
Physical Address	1440 FAIRPLAY RD				Market Value	351,880			
APN	3				Floor Value	260,270			
					Tax Value	351,880			
					Exempt				
Legal Description									
Legal Desc 1	CP 000000 PP 062/154								
Legal Desc 2	F000 D000 PP 050/147								
Legal Desc 3	FAIRPLAY RD/JOLLY RD 70.45 AC.								
Assessment Totals									
YEAR	ACRES	LOTS	LAND ASMT	#BLDG	BLDG ASMT	TOT ASMT	RAT CD	RC	
2023	70.45		1460	2	120	1580	AC		
2022	70.45		1460	2	120	1580	AC	01	
2021	70.45		1220	2	100	1320	AC		
2020	70.45		1220	2	100	1320	AC		

Property Record Detail

[View Taxes](#)
[View Parcel](#)

TAXMAP NO. 008-00-06-004-000	OLD TAMAP NO.	PARENT TMS NO. 008-00-06-001
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Owner Information	
Current Owner	Previous Owner
Name STEVENS ON ANDREW BARKER + ASHLEY WHITEN	Name STEVENS ON BARRY J
Address 1332 FAIR PLAY RD	Address NA
City, State TOWNVILLE SC	City, State NA
Zip 29669-0000	Zip

Sales Information				
Date	Book#	Page#	Price	Purchaser
6/07/2018	13412	00104	\$ 00,000.00	STEVENS ON ANDREW BARKER + ASHLEY WHITEN
10/03/2008	8876	00076		STEVENS ON BARRY J

Property Information		
Subdivision	Tax District	004
Physical Address 1332 FAIR PLAY RD	Market Value	166,910
M/H	Prior Value	157,590
	Tax Value	166,910
	Exempt	

Legal Description	
Legal Desc 1	CP S 2468/1 PP 062/184
Legal Desc 2	F000 D000 PP 050/147
Legal Desc 3	FAIR PLAY RD 5.25 AC

Assessment Totals								
YEAR	ACRES	LOTS	LAND ASMT	#BLDG	BLDG ASMT	TOT ASMT	RAT CD	RC
2024	5.25		3430	1	3320	6750	RC	
2023	5.25		3430	1	3320	6750	RC	
2022	5.25		3430	1	3320	6750	RC	01
2021	5.25		3280	1	3100	6380	RC	

Oconee County, SC

Parcel Information

Parcel ID: 027-00-01-008
 Neighbored: 1001800 - Center Top Crossroads ID
 Property Address: (S-18 AC)
 Legal Description: (S-18 AC)
 Acres: 41.96
 Class: 188 PLAT (Class 188)
 Tax District: Agricultural Use

View Data

Owner:
 STEVENSON ANDREW W & ASHLEY W
 1512 HARBURY RD
 TOWNVILLE, SC 29486

Land

Land Use	Acres	Square Footage	Frontage	Depth
F - Farm/Market	41.96	2,177,528	0	0
F - Farm/Market	0	48,560	0	0

Accessory Information

Description	Year Built	Dimensions/Notes	Market/Units
Show/Storage-Machinery (Sh)	2004	36x40' 0"	0
Roadside House-Brkr	2004	40x42' 0"	0
Roadside House-Brkr	2002	36x24' 0"	0

Valuation

Assessed Year	2024
Land Value	\$184,700
Improvement Value	\$0
Accessory Value	\$17,000
Total Value (Market)	\$201,700
Land Value	\$0
Improvement Value	\$0
Accessory Value	\$17,000
Total Value (Current)	\$17,000

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Assessor	Grantee	Grantor
03/20/23	2954/148		\$10	0 - Other Test Total	STEVENSON BARRY J	STEVENSON ANDREW W & ASHLEY W
09/21/2008	3487/275		\$30	2 - Family or Business Relation	STEVENSON BETTY JO H	STEVENSON BARRY J
09/21/2008	3487/272		\$0	NULL	STEVENSON ROBERT J	STEVENSON BETTY JO H

Generate Owner List by Radius

Distance:

Use Address From:
 Owner Property

Select export file format:

Show All Owners
 Show Parcel ID on Label

Skip Labels:

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

Oconee County makes every effort to produce the most accurate information possible. No warranty, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll.
[User Privacy Policy](#) | [GDPR Privacy Notice](#)
 Last Data Upload: 1/29/2024 5:18:46 PM

Contact Us



Qualifications

Qualifications of the Appraiser

A. Keith Batson, MAI

Mr. Batson is the principal of Batson Company, Inc. He entered the appraisal profession in 1992 with The Robinson Company in Greenville, South Carolina. He is a former associate director of Integra Realty Resources, and the former principal of Sage Valuation, Inc. Mr. Batson received the MAI designation in the year 2002.

Partial Client List

- US Department of the Treasury
- US Department of Justice
- Anderson, Pickens, Greenville, Aiken, Richland Counties, South Carolina
- Clemson University
- Commercial Banks including Bank of America, Wells Fargo, CitiBank, TD Bank, PNC Bank and many others nationally, regionally and locally
- Duke Energy and Crescent Resources
- Federal Deposit Insurance Corporation (FDIC)
- SC Budget and Control Board
- South Carolina Department of Administration

Education:

B.S. Degree, Clemson University, Clemson, South Carolina (1986).

Appraisal Institute course work includes:

- Basic Valuation Procedures
- Standards of Professional Practice
- Basic Income Capitalization Procedures
- Advanced Income Capitalization Procedures
- Advanced Applications (Case Studies)
- Report Writing and Valuation Analysis
- Standards of Professional Practice Parts A&B
- Highest and Best Use
- Valuation of Conservation Easements Certificate Program

Professional Licenses and Affiliations:

Member: MAI member of the South Carolina Chapter of the Appraisal Institute, SC Chapter Board of Director 2015-2017.

Professional Licenses:

- South Carolina Certified General Appraiser #CG1627
- North Carolina Certified General Appraiser #A6905
- Georgia Certified General Real Property Appraiser 336939

Assignment Types:

Valuation and consulting assignments have been completed on the following property types:

Commercial: Office buildings, development land/subdivisions, multi-family, shopping centers, retail stores, restaurants, and medical office buildings; special Purpose properties including conservation easements, high natural amenity properties, railroads, wetlands and mitigation properties, various condemnation projects; and inverse condemnation matters.

Litigation Experience:

Mr. Batson has been qualified as an expert witness over 100 times in state and several Federal Courts. Litigation assignments include eminent domain (road, sewer, power, water, gas and other rights of ways), construction issues, due diligence matters, inverse condemnation, contract and review issues.

During the previous four years, I have testified as an expert either at trial or by deposition in the following cases:

Technical College of the Lowcountry v. United States of America, Case 15-488 L, United States Court of Federal Claims, Washington, DC, 2016.

Eric M. Lewis, etal vs. Kinder Morgan Energy Partners, LP, etal, CA 8:15-CV-04793-HMH, District Court of the United States for the District of South Carolina, Greenville Division, 2017.

United States vs. 269 Acres of Land, (9:16-cv-2550-DCN), District Court of the United States for the District of South Carolina, Charleston Division, 2018.

LRA BriarRose Holdings, LLC v. Commissioner, Docket No. 14067-15, United States Tax Court, Atlanta, GA, 2017.

A&B Associates, L.P., Case Number 17-40185-EJC, United States Bankruptcy Court, Southern District of Georgia, Savannah Division, 2018.

United States vs. 8.59 Acres of Land, (3:19-cv-00584-CMC), District Court of the United States for the District of South Carolina, Charleston Division, 2020.

**PROFESSIONAL QUALIFICATIONS OF
GRANT TURNER**

<p>EXPERIENCE:</p>	<p>Mr. Turner is a Certified General Appraiser who has been with Batson Company, Inc since February 2019. He previously worked in residential and commercial construction throughout South Carolina since 2005.</p> <p>Valuation assignments completed include land, conservation easements, eminent domain, single-family subdivisions, office buildings, special purpose properties, industrial buildings, mixed-use properties, and retail properties.</p>
<p>PROFESSIONAL ACTIVITIES</p>	<p>Licensed South Carolina General Appraiser #7883 Licensed North Carolina General Appraiser #A9380 Practicing Affiliate, South Carolina Chapter of the Appraisal Institute</p>
<p>EDUCATION:</p>	<ul style="list-style-type: none"> • B.S., Clemson University, 2005 • Appraisal Institute: <ul style="list-style-type: none"> ○ Highest and Best Use ○ Basic Income Capitalization Procedures ○ Sales Comparison Approach and Cost Approaches to Value ○ Appraisal Review ○ Litigation ○ SCDOT Eminent Domain

State of South Carolina
 + Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

A KEITH BATSON

Is hereby entitled in practice as a:

Certified General Appraiser

License Number: **1627**

Expiration Date: 06/30/2026

OFFICE COPY

Laura L. Smith
 Board Executive

South Carolina Department of Labor, Licensing and Regulation
Real Estate Appraisers Board



CERTIFIES THAT:
GRANT TURNER
 IS AUTHORIZED TO PRACTICE
Certified General Appraiser

LICENSE NO.
AB .7883 CG

EXPIRATION DATE: 06/30/2026

To verify current license status, go to <http://verify.llronline.com/LicLookup/LookupMain.aspx>

South Carolina Department of Labor, Licensing and Regulation
Real Estate Appraisers Board



CERTIFIES THAT:
GRANT TURNER
IS AUTHORIZED TO PRACTICE
Apprentice Appraiser

LICENSE NO.
AB .7883 A

EXPIRATION DATE: 06/30/2024

To verify current license status, go to <http://verify.llronline.com/LicLookup/LookupMain.aspx>



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
CHICAGO TITLE INSURANCE COMPANY

NOTICE IS HEREBY GIVEN THAT THIS POLICY IS SUBJECT TO ARBITRATION PURSUANT TO THE PROVISIONS OF CHAPTER 48 OF TITLE 15 (SEC. 15-48-10 ET SEQ.) OF THE SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED.

NOTICE

IMPORTANT – READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a(n) Nebraska corporation (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

NEWTON TITLE AGENCY, LLC
104 Pinnacle Street, Clemson, SC 29631
Telephone: (864) 654-6042

Countersigned by:

Kimberly S. Newton, License #78730
Newton Title Agency, LLC, License #196884

CHICAGO TITLE INSURANCE COMPANY
P.O. Box 45023, Jacksonville, FL 32232-5023

By: _____
Michael J. Nolan, President

By: _____
Marjorie Nemzura, Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



COMMITMENT CONDITIONS**1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I – Requirements;
- f. Schedule B, Part II – Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I – Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

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- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I – Requirements have been met to the satisfaction of the Company.
 - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II – Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
- 11. ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Newton Title Agency, LLC

Issuing Office: 104 Pinnacle Street
Clemson, SC 29631

Issuing Office's ALTA® Registry ID: 1142470

Loan ID Number:

Commitment Number: 24-1585

Issuing Office File Number: 24-1585

Property Address: 1440 Fairplay Road, Townville, SC 29689; 50.98 acres, Pine Grove Road, Townville, SC 29689; and 1332 Fairplay Road, Townville, SC 29689

Revision Number:

SCHEDULE A

1. Commitment Date: October 16, 2024 8:30 AM
2. Policy to be issued:
 - (a) 2021 ALTA Owner's Policy

Proposed Insured:	UPSTATE FOREVER
Proposed Amount of Insurance:	\$1.00
The estate or interest to be insured:	(a) A right to go on Land and inspect; and (b) The right to perform measures necessary to maintain the easement practices as defined in the Conservation Easement by and between Andrew B. Stevenson aka Andrew Barker Stevenson, Ashley W. Stevenson aka Ashley Whiten Stevenson, and Upstate Forever, a South Carolina nonprofit corporation
3. The estate or interest in the Land at the Commitment Date is:
 - (a) A right to go on Land and inspect; and
 - (b) The right to perform measures necessary to maintain the easement practices as defined in the Conservation Easement by and between Andrew B. Stevenson aka Andrew Barker Stevenson, Ashley W. Stevenson aka Ashley Whiten Stevenson, and Upstate Forever, a South Carolina nonprofit corporation
4. The Title is, at the Commitment Date, vested in

Property 1: Andrew B. Stevenson and Ashley W. Stevenson
 Property 2: Andrew B. Stevenson and Ashley W. Stevenson
 Property 3: Andrew Barker Stevenson and Ashley Whiten Stevenson a/k/a Andrew B. Stevenson and Ashley W. Stevenson
5. The land is described as follows:
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

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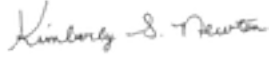
NEWTON TITLE AGENCY, LLC
104 Pinnacle Street, Clemson, SC 29631
Telephone: (864) 654-6042

CHICAGO TITLE INSURANCE COMPANY
P.O. Box 45023, Jacksonville, FL 32232-5023

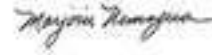
Countersigned by:



By: _____
Michael J. Nolan, President



Kimberly S. Newton, License #78730
Newton Title Agency, LLC, License #196884



By: _____
Marjorie Nemzura, Secretary

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SCHEDULE B, PART I – Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Payment of all taxes, charges, and assessments levied and/or assessed against the subject premises, which are due and payable.
6. Satisfactory evidence that improvements and/or repairs or alterations thereto are completed; and that all contractors, subcontractors, labor and materialmen have been paid.
7. Seller/Mortgagor Affidavit (Form 3049) must be executed and returned to the Company.
8. Disclosures required by the South Carolina Department of Insurance are to be made in writing on CTIC Form 2781 (Rev. 10/16) and copy thereof returned to the Company.
9. Exception 2 may be deleted, altered or amended when the Company receives its Form Number 3049 completely executed.
10. Exceptions 3 and 4 may be deleted, altered or amended when the Company receives a satisfactory survey and/or inspection of the Land.
11. The mechanics' lien, exception 5, may be deleted, altered or amended when the Company receives its Form Number 3049 completely executed.
12. Payment, cancellation and satisfaction of record of County taxes for the year 2024, plus penalties and interest, if any.
13. Conservation Agreement from Andrew B. Stevenson and Ashley W. Stevenson to UPSTATE FOREVER, for the Land set forth under Schedule A, Item 5.
14. Subordination of Mortgage from Ashely W . Stevenson and Andrew B. Stevenson to AgSouth Farm Credit, ACA dated April 25 2023 and recorded April 28, 2023 in Mortgage Book 16736, at Page 311, records of Anderson County, South Carolina, required to be subordinated to Conservation Easement between Ashely W . Stevenson and Andrew B. Stevenson, as Grantors, to UPSTATE FOREVER, a South Carolina nonprofit corporation, as Grantee, to be recorded, for Anderson County TMS #008-00-06-001.
15. Subordination of Mortgage from Ashely W . Stevenson and Andrew B. Stevenson to AgSouth Farm Credit, ACA dated April 25 2023 and recorded May 3, 2023 in Mortgage Book 4445, at Page 21, records of Oconee County, South Carolina, required to be subordinated to Conservation Easement between Ashely W . Stevenson and Andrew B. Stevenson, as Grantors, to UPSTATE FOREVER, a South Carolina nonprofit corporation, as Grantee, to be recorded, for Oconee County TMS #327-00-03-008.

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16. Subordination of Right of First Offer to Purchase Real Estate between Andrew B. Stevenson and Ashley W. Stevenson and Lillian Kalyn Sharpe and Landon Robert Stevenson recorded May 12, 2023 in Book 16763, at Page 121, records of Anderson County, South Carolina to Conservation Easement between Ashely W . Stevenson and Andrew B. Stevenson, as Grantors, to UPSTATE FOREVER, a South Carolina nonprofit corporation, as Grantee, to be recorded, for Anderson County TMS #008-00-06-001.
17. Subordination of Right of First Offer to Purchase Real Estate between Andrew B. Stevenson and Ashley W. Stevenson and Lillian Kalyn Sharpe and Landon Robert Stevenson recorded June 2, 2023 in Book 2947, at Page 141, records of Oconee County, South Carolina to Conservation Easement between Ashely W . Stevenson and Andrew B. Stevenson, as Grantors, to UPSTATE FOREVER, a South Carolina nonprofit corporation, as Grantee, to be recorded, for Oconee County TMS #327-00-03-008.
18. Subordination of Mortgage from Ashely W . Stevenson and Andrew B. Stevenson to AgSouth Farm Credit, ACA dated June 7, 2018 and recorded June 8, 2018 in Mortgage Book 13412, at Page 169, records of Anderson County, South Carolina, required to be subordinated to Conservation Easement between Ashely W . Stevenson and Andrew B. Stevenson, as Grantors, to UPSTATE FOREVER, a South Carolina nonprofit corporation, as Grantee, to be recorded, for Anderson County TMS #008-00-06-004.
19. Subordination of Right of First Offer to Purchase Real Estate between Andrew B. Stevenson and Ashley W. Stevenson and Lillian Kalyn Sharpe and Landon Robert Stevenson recorded May 12, 2023 in Book 16763, at Page 121, records of Anderson County, South Carolina to Conservation Easement between Ashely W . Stevenson and Andrew B. Stevenson, as Grantors, to UPSTATE FOREVER, a South Carolina nonprofit corporation, as Grantee, to be recorded, for Anderson County TMS #008-00-06-004.
20. Payment of 2024 real property taxes in the amount of \$1,160.64, plus any interest and penalties (TMS# 008-00-06-004) due on or before January 15, 2025.
21. Payment of 2024 real property taxes in the amount of \$1,242.56, plus any interest and penalties (TMS# 008-00-06-001) due on or before January 15, 2025.

The following ALTA endorsements will be attached to the final policy upon completion of the Company's requirement for issuance: 8.1 & 9

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SCHEDULE B, PART II – Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession of the Land not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements, or claims of easements, not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
6. Taxes and assessments for the year 2025 and subsequent years, which are a lien, but are not yet due and payable.
7. Exceptions No. 1 - 5 above are hereby deleted from this policy.
8. Conservation Easement by and between Andrew B. Stevenson and Ashley W. Stevenson and UPSTATE FOREVER, a South Carolina nonprofit corporation, dated _____, 2024 and recorded _____, 2024 in Deed Book _____, at Page _____, records of Anderson County, South Carolina. For TMS #008-00-06-001.
9. Conservation Easement by and between Andrew B. Stevenson and Ashley W. Stevenson and UPSTATE FOREVER, a South Carolina nonprofit corporation, dated _____, 2024 and recorded _____, 2024 in Deed Book _____, at Page _____, records of Oconee County, South Carolina. For TMS #327-00-03-008.
10. Conservation Easement by and between Andrew B. Stevenson aka Andrew Barker Stevenson and Ashley W. Stevenson aka Ashley Whiten Stevenson and UPSTATE FOREVER, a South Carolina nonprofit corporation, dated _____, 2024 and recorded _____, 2024 in Deed Book _____, at Page _____, records of Oconee County, South Carolina. For TMS #327-00-03-004.
11. As to OCONEE COUNTY TRACT:
 - (a) No insurance is afforded as to the exact amount of acreage contained in the Land.
12. As to ANDERSON COUNTY TRACT (008-00-06-001):
 - (a) No insurance is afforded as to the exact amount of acreage contained in the Land.
 - (b) Right of way easement to Blue Ridge Electric recorded April 8, 1980 in Deed Book 19-H, at page 791, records of Anderson County, South Carolina.
13. As to ANDERSON COUNTY TRACT (008-00-06-004):
 - (a) No insurance is afforded as to the exact amount of acreage contained in the Land.
 - (b) Right of way easement for Fairplay Road as shown in Plat Book 2468, page 1, records of Anderson County,

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South Carolina.

(c) Right of way easement for water meter as shown in Plat Book 2468, page 1, records of Anderson County, South Carolina.

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EXHIBIT "A"

The Land referred to herein below is situated in the County of Anderson, State of South Carolina and is described as follows:

Property 1

ANDERSON COUNTY TRACTS:

ALL that certain piece, parcel or tract of land containing 75.70 acres, more or less, lying and being situate in the State of South Carolina, County of Anderson, having an address of 1332 Fairplay Road, Townville, SC, 29689.

LESS HOWEVER: ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Anderson, Township of Fork, containing 5.25 acres, more or less, fronting on Fairplay Road, as shown and more fully described on a plat thereof by James G. Hart, RLS, dated April 10, 2018 and recorded June 8, 2018 in Plat Book 2468, at page 1, records of Anderson County, South Carolina.

This being a portion of the identical property conveyed unto Andrew B. Stevenson and Ashley B. Stevenson by deed of Barry J. Stevenson dated April 25, 2023 and recorded April 28, 2023 in Deed Book 16736, at Page 306, records of Anderson County, South Carolina. Reference is made to plat recorded in Plat Book 62, at Page 184, records of Anderson County, South Carolina. (For informational purposes only: Anderson County TMS #008-00-06-001)

Property 2

OCONEE COUNTY TRACT:

ALL that certain piece, parcel or tract of land containing 50.98 acres, more or less, lying and being situate in the State of South Carolina, County of Oconee. Reference is invited to plat of said tracts recorded in Plat Book U, at Page 305, in the Office of the Clerk of Court for Oconee County, South Carolina. Additionally, reference is invited to Estate plats (two) for Robert D. Stevenson dated August 11, 1977 and recorded August 12, 1977 in Plat Book 12-U, at Page 232, records of Oconee County, South Carolina. This being a portion of the property conveyed unto Andrew B. Stevenson and Ashley W. Stevenson by deed of Barry J. Stevenson dated April 25, 2023 and recorded May 3, 2023 in Deed Book 2936, at Page 248, records of Oconee County, South Carolina. (For informational purposes only: Oconee County TMS #327-00-03-008)

Property 3

ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Anderson, Township of Fork, containing 5.25 acres, more or less, fronting on Fairplay Road, as shown and more fully described on a plat thereof by James G. Hart, RLS, dated April 10, 2018 and recorded June 8, 2018 in Plat Book 2468, at page 1, records of Anderson County, South Carolina.

This being the identical property conveyed unto Andrew Barker Stevenson and Ashley Whiten Stevenson by deed of Barry J. Stevenson dated June 7, 2018 and recorded June 8, 2018 in Deed Book 13412, at page 164, records of Anderson County, South Carolina.

(For informational purposes only: Anderson County TMS #008-00-06-004)

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

STATE OF SOUTH CAROLINA)
)
COUNTIES OF OCONEE AND)
ANDERSON)

CONSERVATION EASEMENT
Includes Transfer Fee Lien,
Allocation, and Notice Requirements

For and in the consideration of the sum of \$_____ provided by the South Carolina Conservation Bank, the Oconee County Conservation Bank, and the Upstate Land Conservation Fund, and other good and valuable consideration, and as an irrevocable gift, this **CONSERVATION EASEMENT** is entered into this ____ day of _____, 2024 by and between **ANDREW B. AND ASHLEY W. STEVENSON**, citizens and residents of Oconee and Anderson Counties, South Carolina (hereinafter referred to as "Grantor"), and **UPSTATE FOREVER**, a nonprofit corporation organized and existing under the laws of the State of South Carolina (hereinafter referred to as "Grantee").

WITNESSETH:

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

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

- A. Farm and forest land on the Protected Property as open space for the scenic enjoyment of the general public by protecting the rural scenic view along approximately 1,400 feet on Pine Grove Road in Oconee County, and approximately 400 feet on Jolly Road and 4,200 feet on Fairplay Road in Anderson County;
- B. The Protected Property's potential for agricultural productivity, thus preserving open space in accordance with goals of the governmental conservation policies identified in this Conservation Easement and yielding a significant public benefit, including preservation of an area estimated to be in excess of 91.9 acres of Prime Soils and Soils of Statewide Importance;

- C. Significant Natural Areas within the Riparian Buffers containing relatively natural habitat of fish, wildlife, and/or plants, associated with mixed hardwood deciduous forests in the Southern Outer Piedmont Ecoregion, including over 4,000 linear feet of riparian buffer along a tributary of Little Beaverdam Creek; and
- D. Agricultural and forest land in close proximity to other conserved property, such as December Hill Farm and Glenn Forest, conservation easements held by Upstate Forever;

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

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

WHEREAS, in the view of Grantor and Grantee, the Conservation Values of the Protected Property meet 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; and
- B. The preservation of open space (including farmland and forest land) where such preservation is for the scenic enjoyment of the general public, or pursuant to a clearly delineated Federal, State, or local governmental conservation policy, and will yield a significant public benefit;

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
- F. South Carolina Code Section 51-13-545 establishes the Century Farms Program, the purpose of which includes “honoring farm families in South Carolina whose property has been in the same family for one hundred years or more with the presentation of plaques and certificates”;

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

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

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

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

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

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

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants, terms, conditions and restrictions herein contained, Grantor, intending to be legally bound and intending for this Conservation Easement to remain in effect in perpetuity, agrees on behalf of 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 Activity: Any use or activity 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 Structure: 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.

Building Envelope Area: Area(s) within the Protected Property in which certain uses and activities as specified herein shall be maintained or placed,

the boundaries of which are identified with GPS coordinates and depicted herein as **Exhibit 2** and subject to the requirements set forth therein.

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 Activity: Any use or activity directly related to horseback riding or the raising or keeping of horses for the purpose of horseback riding.

Equestrian Structure: 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.

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.

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

Natural Area: 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 100 feet of the Ordinary High Water Mark of any 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 five (5) residences, two (2) ancillary structures, and eight (8) agricultural structures on the Protected Property situated within five (5) Building Envelope Areas as shown and described on **Exhibit 2**, which is attached hereto and incorporated herein by reference. 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 six (6) 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 six (6) 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): To remove, replace, or expand the existing single family Residence(s), provided:
 - (a) No Residence shall exceed two (2) stories in height excluding underground basements;
 - (b) A Residence may include a basement;
 - (c) The replacement Residence shall occupy the same location as the existing Residence, or shall be located within one of four (4) separate permitted Building Envelope Areas as shown and described on **Exhibit 2**, which is attached hereto and incorporated herein by reference;
 - (d) No Residence shall have a swimming pool or other Impervious water feature; and
 - (e) Grantor obtains Grantee's Approval of Grantor's plan for the location and construction of a replacement Residence or the removal, replacement or expansion of the existing single family Residence, all before any work begins.
- (3) Removal, Replacement or Expansion of Existing Ancillary Structures: To remove, replace, or expand the existing Ancillary Structures, provided:

- (a) Existing and new Ancillary Structures associated with an existing Residence shall not exceed two stories in height;
 - (b) The replacement Ancillary Structures shall occupy the same location as the existing Ancillary Structures, or shall be located within one of four (4) separate permitted Building Envelope Areas as shown and described on **Exhibit 2**, which is attached hereto and incorporated herein by reference;
 - (c) 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.
- (4) New Structures: To construct, maintain, repair, improve and replace up to one (1) new single family Residences and new Ancillary Structures for such Residence, provided that the new Residence, Ancillary Structures and their other associated Impervious Surfaces satisfy the following:
- (a) No Residence shall exceed two stories in height excluding underground basements;
 - (b) A Residence may include a basement;
 - (c) Collectively, existing or new Ancillary Structures associated with a Residence shall not exceed two stories in height;
 - (d) 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 are 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 three (3) acres for the building envelope corresponding to "Pin B", one (1) acre for the building envelope corresponding to "Pin C", and five (5) acres for the building envelope corresponding to "Pin D".
 - (e) Grantor obtains Grantee's Approval of Grantor's plan for the location, site preparation and construction of all Residences before any work begins; and
 - (f) 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. Subdividing and Ownership of Parcels. The Protected Property currently consists of three (3) legal parcels, namely Oconee County parcel numbered 327-00-03-008 and Anderson County parcels numbered 80006001 and 80006004. The Protected Property shall not be Subdivided. Moreover, separate conveyance of any portion of the Protected Property is prohibited. For the purpose of this Conservation Easement, the Protected Property must remain under unified ownership, which may be joint and undivided.

C. 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.

D. Commercial Recreation. No Commercial Recreational activities of any kind shall be allowed on the Protected Property, provided Grantor shall have the right to lease the Protected Property for hunting and fishing in accordance with applicable laws and regulations.

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

- (1) Directional signs required by law;
- (2) “No trespassing,” “no hunting,” or similar signs;
- (3) Signs relating to the sale of the Protected Property;
- (4) Signs indicating the name or ownership of the farm or home, not to exceed twelve (12) square feet; and
- (5) Signs to indicate the Conservation Values of the Protected Property.

F. Protection of Riparian Buffers. Grantor shall not remove or cut any trees or otherwise alter or disturb any area of the Protected Property that is within 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) Except as allowed in Sections 4(K) and (L);

- (6) For roads, bridges, and trails constructed or restored in accordance with Section 4(N);
- (7) Maintaining the existing fields within the Riparian Buffer area, which are more particularly described in the Baseline Report; or
- (8) 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 horses, cattle, and other livestock out of all rivers, streams, waterways, ponds, lakes, or impoundments on the Protected Property.

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

H. Forest and Wildlife Management, Restoration, and Timber Harvesting. Grantor reserves the right to improve the ecological function of the Protected Property when such an activity is in accordance with a written forest or wildlife restoration plan prepared by a qualified conservation professional, utilizing and adhering to the best management practices of the South Carolina Forestry Commission, the South Carolina Department of Natural Resources, or other state or federal natural resource agency (or successor agencies), and with Approval 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.F) to cut any tree:

- (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(M);
- (6) Maintenance within utility rights-of-way, which are more particularly described in the Baseline Report;

- (7) Performing ecological enhancements in accordance with a professionally prepared plan and following Approval by Grantee;
- (8) To selectively harvest timber for their own direct use on a continual basis, provided such harvesting has no discernible impact on the Conservation Values of the Protected Property; and
- (9) After obtaining Grantee's prior written Approval, when necessary to perform other activities otherwise permitted by this Conservation Easement (*e.g.* – clearing a site for a permitted Structure or clearing land to create permitted additional open fields).

I. Agricultural and Equestrian Activities and Structures. There are currently eight (8) existing Agricultural Structures on the Protected Property. However, there are currently no existing Equestrian Activities or Structures on the Protected Property. 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 adversely impact the Conservation Values of the Protected Property and 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 or Equestrian operations on the Protected Property, more particularly described in the Baseline Report;
- (3) Construct, Maintain, and Replace Additional Agricultural or Equestrian 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 provided:
 - (a) 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
 - (b) The location of all such new Agricultural or Equestrian Structures and facilities shall be within one of three (3) separate permitted Building Envelope Areas, which Building Envelope Areas are 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 four (4) acres for the building envelope corresponding to “Pin A”, three (3) acres for the building envelope corresponding to “Pin B”, and five (5) acres for the building envelope corresponding to “Pin D”; and

- (c) Unless Grantee provides Approval, no new Agricultural or Equestrian Structures, excluding fences and gates, may be located within 50 feet of the closest edge of the adjacent public roadways.
- (4) New Agricultural or Equestrian Activities: To initiate additional Agricultural or Equestrian Activities, not existing at the time of the Baseline Report, provided such activities do not adversely impact the Conservation Values of the Protected Property. Without limiting the foregoing, any new Agricultural or Equestrian Activities are 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.
- (5) Construct, maintain, and manage an agribusiness operation such as a vegetable market, provided:
- (a) Such operation shall be fully subject to the terms and conditions of this Conservation Easement;
 - (b) Any associated structure(s) shall not exceed two stories in height and shall be located within one of four (4) separate permitted Building Envelope Areas, which Building Envelope Areas are described on **Exhibit 2**, which is attached hereto and incorporated herein by reference. Further, and without limiting the foregoing, the permitted Building Envelope Area shall not exceed four (4) acres for the building envelope corresponding to “Pin A”, three (3) acres for the building envelope corresponding to “Pin B”, and five (5) acres for the building envelope corresponding to “Pin D”; and
 - (c) The plans for such operation shall be Approved by Grantee before any site preparation or construction may begin.

J. Ponds and Wetland Impoundments. Grantor shall have the right to operate and maintain the current pond and Impoundment on the Protected Property, which is more particularly described in the Baseline Report. This right shall include the right to remove trees and vegetation on and within the Impoundment. No new ponds or Impoundments may be constructed on the Protected Property.

K. 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.

L. 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) Grantor undertakes all reasonable measures to avoid or minimize adverse ecological impacts during establishment of the fields;
- (2) No part of any newly-established field is located within the Riparian Buffer (Section 4(G)); and
- (3) Existing fields within the Riparian Buffer, may be maintained in accordance with Section 4(G) hereof,

M. 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 excepting residential driveways, which shall not exceed ten (10) feet in width. Existing paved roads and trails, which are more particularly described in the Baseline Report, may be maintained and replaced.

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

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

P. Participation in Certain Government Programs. For activities and uses that are expressly permitted by this Conservation Easement, Grantor shall have the right to participate in, and receive the benefits of, federal, state or local government programs relating to Wetlands conservation or mitigation, stream bank mitigation, carbon offsets or sequestration, greenhouse gas credits, plant and wildlife habitat enhancement, or other natural resource credits or initiatives.

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

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

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

T. Other Uses and Activities. Any use of the Protected Property and any activity thereon that contravenes the Primary Purposes of this Conservation Easement 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 are not now any underground storage tanks located on the Protected Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Protected Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements.

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

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

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

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

9. Grantee's Remedies. If Grantee determines that a violation of this Conservation Easement has occurred, is occurring or is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action to cease or cure the violation and where such violation involves injury to the Protected Property resulting from any use or activity inconsistent with the purposes of this Conservation Easement, to restore the Protected Property so injured. If Grantor fails to cease or cure the violation within thirty (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 (1%) 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 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 results in Extinguishment whether partial or in whole, 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: Andrew B. and Ashley W. Stevenson
1332 Fair Play Road
Townville, SC 29689

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

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

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

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

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

26. Recordation. This instrument shall be recorded in a timely fashion in the Office of the Register of Deeds/RMC for _____ 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

Property 1

ALL that certain piece, parcel or tract of land containing 75.70 acres, more or less, lying and being situate in the State of South Carolina, County of Anderson, having an address of 1332 Fairplay Road, Townville, SC, 29689.

LESS HOWEVER: ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Anderson, Township of Fork, containing 5.25 acres, more or less, fronting on Fairplay Road, as shown and more fully described on a plat thereof by James G. Hart, RLS, dated April 10, 2018 and recorded June 8, 2018 in Plat Book 2468, at page 1, records of Anderson County, South Carolina. This being a portion of the identical property conveyed unto Andrew B. Stevenson and Ashley B. Stevenson by deed of Barry J. Stevenson dated April 25, 2023 and recorded April 28, 2023 in Deed Book 16736, at Page 306, records of Anderson County, South Carolina. Reference is made to plat recorded in Plat Book 62, at Page 184, records of Anderson County, South Carolina.

(For informational purposes only: Anderson County TMS #008-00-06-001)

Property 2

ALL that certain piece, parcel or tract of land containing 50.98 acres, more or less, lying and being situate in the State of South Carolina, County of Oconee. Reference is invited to plat of said tracts recorded in Plat Book U, at Page 305, in the Office of the Clerk of Court for Oconee County, South Carolina. Additionally, reference is invited to Estate plats (two) for Robert D. Stevenson dated August 11, 1977 and recorded August 12, 1977 in Plat Book 12-U, at Page 232, records of Oconee County, South Carolina. This being a portion of the property conveyed unto Andrew B. Stevenson and Ashley W. Stevenson by deed of Barry J. Stevenson dated April 25, 2023 and recorded May 3, 2023 in Deed Book 2936, at Page 248, records of Oconee County, South Carolina.

(For informational purposes only: Oconee County TMS #327-00-03-008)

Property 3

ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Anderson, Township of Fork, containing 5.25 acres, more or less, fronting on Fairplay Road, as shown and more fully described on a plat thereof by James G. Hart, RLS, dated April 10, 2018 and recorded June 8, 2018 in Plat Book 2468, at page 1, records of Anderson

County, South Carolina. This being the identical property conveyed unto Andrew Barker Stevenson and Ashley Whiten Stevenson by deed of Barry J. Stevenson dated June 7, 2018 and recorded June 8, 2018 in Deed Book 13412, at page 164, records of Anderson County, South Carolina.

(For informational purposes only: Anderson County TMS #008-00-06-004)

EXHIBIT 2

Residential and Agricultural Pin Locations and Building Envelope Areas



Building Envelope Area	Size	GPS Coordinates
A	4 acres	TBD
B	3 acres	TBD
C	1 acre	TBD
D	5 acres	TBD

EXHIBIT 3

Plat of Survey

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 public inspection to receiving 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