

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

SOUTH CAROLINA)
)
OCONEE COUNTY) **GRANT AGREEMENT**

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

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

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

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

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

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

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

2. General Terms of Grant.

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

3. Failure to Close. The failure to close by the Closing Deadline, unless a written extension is granted by the OCCB, shall automatically render the Grant Award null and void.

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

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

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

- g. Any other data, acknowledgement, or documentation requested by the OCCB.
- h. The name, address, email address, and phone number of the Closing Attorney and Firm.

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

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

copies of all future inspection reports must be submitted to the OCCB on an annual basis. Electronic copies of Grantee's annual stewardship reports are acceptable. Grantee is required to give the OCCB notice of any stewardship concern that materially threatens the conservation purposes of the Grant Award within thirty (30) days of discovery.

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

20. **Notification of Breach.** The OCCB shall notify the Grantee in writing if the OCCB determines the Grantee has breached this Agreement; has not made adequate attempts to fulfill the terms of the Grant Agreement; has made a misrepresentation about the organization, such as its 501(c)(3) status, or about the Project; files bankruptcy; has misappropriated Grant Funds; or has otherwise jeopardized the ability of the Property to be permanently conserved. Grantee shall have thirty (30) days to review and respond to the OCCB's determination and if no response is made, the OCCB shall have the unilateral authority to require that the Grantee reimburse the OCCB in the full amount of the Grant Award or the Proportional Per Acre Percent of the then current Fair Market Value, whichever is greater or require other actions, such as transferring the property to a willing and eligible OCCB recipient, to ensure the permanent conservation of the Property.
21. **Notification of Intended Transfer of Property Interest.** The Grantee agrees to notify the OCCB of any intended transfer of the Property or any part or interest in the Property, including the transfer of the Conservation Easement, if any exists, as soon as the Grantee determines that the transfer is intended and in no even not later than sixty (60) days before the intended transfer is to occur.
22. **Authority to Prohibit Transfer of Property.** The Grantee agree that the OCCB shall have the unilateral authority to prohibit the transfer of the Property or any part or interest in the Property, including the transfer of the Conservation Easement, if any exists, if the OCCB determines that the proposed transfer a) will threaten or jeopardize the permanent conservation of the Property or b) will not be to a qualified eligible OCCB recipient as that term as defined and required in the Conservation Bank Ordinance..
23. **Binding Agreement.** This Agreement shall bind the Grantee, it successors and assigns, and shall continue in existence so long as the obligations as described herein and in the Conservation Bank Ordinance remain in force.
24. **Severance of Provisions.** In the event any one or more of the provisions contained in this Grant Agreement shall be for any reason held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Grant Agreement, and this Grant Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
25. **Future Grant Support.** The OCCB has no obligation to provide any support beyond award of the Grant, unless otherwise agreed to in writing between the Parties to this Grant Agreement.
26. **Governing Law.** This Grant Agreement shall be governed by and construed in accordance with the laws of South Carolina and the Conservation Bank Ordinance. In carrying out the Project, Grantee will comply with all applicable laws, regulations, rules, and ordinances and

will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.

27. **Independence.** Nothing contained herein shall create a partnership, joint venture, employment, agency or fiduciary relationship between the parties. Neither party has the right or authority to control or direct the activities of the other or the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this Agreement. Neither party to this Agreement shall be liable to the other party for any consequential, punitive, special or exemplary damages (including lost profits) resulting from or arising out of any breach of this Agreement, or any party's performance under this Agreement.

28. **Counterparts.** This Agreement may be executed in any number of counterparts (or upon separate signature pages bound together in one or more counterparts), each executed counterpart constituting an original agreement, but altogether constituting only one agreement. This Agreement may be executed via facsimile or electronic document (including PDF) signature.

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

OCONEE COUNTY:

Signature

By: _____

Its: _____

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

Notary Public for:
My Commission ends:

Witness: _____

Witness: _____

Date: _____

Notary Seal:

GRANTEE:

Signature

By: _____

Its: _____

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

Notary Public for:
My Commission ends:

Witness: _____

Witness: _____

Date: _____

Notary Seal:

OCONEE COUNTY CONSERVATION BANK:

Signature

By: _____

Its: _____

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

Notary Public for:
My Commission ends:

Witness: _____

Witness: _____

Date: _____

Notary Seal:

LANDOWNER HEREBY ACKNOWLEDGES THAT

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

LANDOWNER:

Signature

Witness: _____

By: _____

Witness: _____

Its: _____

Date: _____

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

Notary Seal:

Notary Public for:
My Commission ends: