## Executive Summary

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Project Name: |  | | | |
| Acquisition Type: | Fee Simple | Conservation Easement | Loan | Other |
| Acres: |  | | | |
| Grant Request Amount: | $ | | | |
| County: |  | | | |
| **Executive Summary**: | Summarize the principal objectives of the proposed application (100 words). | | | |
|  |  | | | |
| **Project Narrative**: | Please **ATTACH** a Project Narrative to explain in greater detail the principal conservation values, timing, partnerships, financial leverage and other pertinent information about the proposed conservation transaction (500 words, include as separate page). | | | |

## Contact Information

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Landowner | | | | | | | |
| Landowner’s Name: |  | | | | | | |
| Email Address: |  | | | | | | |
| Daytime Telephone: |  | | | | | | |
| Mailing Address: |  | | |  | |  |  |
|  | *Street Address* | | | *City* | | *State* | *Zip Code* |
| What is the corporate structure? | | Sole Proprietor | LLC | | General Partnership | | |
| Limited Partnership | C Corporation | | S Corporation | | |
| Government | Nonprofit | | Other: | | |
| **Applicant** | | | | | | | |
| Name of Organization: |  | | | | | FEIN: |  |
| Authorized Agent Name: |  | | | | | | |
| Email Address: |  | | | | | | |
| Daytime Telephone: |  | | | | | | |
| Mailing Address: |  | | |  | |  |  |
|  | *Street Address* | | | *City* | | *State* | *Zip Code* |
| **County** | | | | | | | |
| County Administrator: |  | | | | | | |
| Email Address: |  | | | | | | |
| Mailing Address: |  | | |  | |  |  |
|  | *Street Address* | | | *City* | | *State* | *Zip Code* |
| Municipality (if applicable) | | | | | | | |
| Municipality Administrator: |  | | | | | | |
| Email Address: |  | | | | | | |
| Mailing Address: |  | | |  | |  |  |
|  | *Street Address* | | | *City* | | *State* | *Zip Code* |

**Note:** The Bank intends to correspond principally by electronic email. Please indicate which, if any, parties would prefer written or

other forms of correspondence.

## Property Information

|  |  |  |
| --- | --- | --- |
| County Tax Map #(s): |  | |
| Current local zoning status where property is located: |  | |
| GPS Coordinates: |  | |
| Please ATTACH the following:   * A shapefile showing the property location and boundary. Contact Bank staff if assistance is needed. * Any surveys, USGS maps, directions, county locator map, or any other pertinent information. * Photos (minimum 2) | | |
| Total Acres: | |  |
| Total Non-Forested Agriculture/Open Lands: | |  |
| Total Upland Forested: | |  |
| Total Forested Wetlands: | |  |
| Total Ponds/Lakes/Other Wetlands: | |  |
| Frontage on Creeks or Rivers: | |  |

## Stewardship Information

|  |  |  |  |
| --- | --- | --- | --- |
| 1. Who will be the party responsible for managing this land at the close of the subject real estate transaction? | | | |
| Name: |  | | |
| Contact Information: |  | | |
| 1. If applicable, please describe any intentions to transfer ownership of the property to another entity. Note: For fee simple acquisitions, if the Applicant does not disclose its intent to transfer the property to another qualified entity in the application, the Applicant must seek further approval from the Bank Board to do so. (100 words) | | | |
|  | | | |
| 1. Does the eligible trust recipient or the landowner have a general summarized land management plan for this proposal? Please attach if available.   **Note**: A copy of a management plan will be required prior to the release of funds. | | YES | NO |
|  | | | |
| Who will be responsible for enforcing any conservation easements or other restrictions on this property at the close of the subject real estate transaction? | | | |
| Name of Organization: |  | | |
| Authorized Agent Name: |  | | |
| Contact Information: |  | | |
| Briefly list the principal conservation values this project aims to protect. (200 words) | | | |
|  | | | |
| Please describe the legal instrument that will protect the principal conservation values. (100 words) | | | |
|  | | | |
| Please describe the material terms of the proposed conservation easement or other restriction, including reserved rights relating to: | | | |
| Subdivision | Owner reserves right to subdivide the property [ ] time(s), creating [ ] future parcel(s). | | |
| Structures |  | | |
| Commercial Timber |  | | |
| Other |  | | |
|  | | | |
| 1. Please describe the resources available to the Applicant to permanently uphold the conservation purposes of the subject project. (100 words) | | | |
|  | | | |

## Purchase Contract or Letter of Intent

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| --- |
| **Purchase Contract or Letter of Intent:** Please **ATTACH** a copy of the letter of intent or purchase contract that reflects the transaction contemplated in this application. Otherwise, please describe the anticipated legal instrument to be used to memorialize the terms of the subject real estate transaction and when such a document will be executed. |

## Conflicts of Interest

|  |
| --- |
| **Conflicts of Interest:** Please disclose any conflicts of interest that you are aware of related to this project, including but not limited to: (a) conflicts between the Applicant and the landowner; (b) conflicts between the Applicant and a board member or staff of the SCCB; (c) conflicts between the Applicant and one or more of its own board members. If a conflict exists, please describe its scope and nature, and what measures the Applicant will take to ensure that the terms of the transaction are reasonable and the conflict is properly disclosed and managed. |

## Title Requirements

|  |  |  |
| --- | --- | --- |
| 1. **Title Commitment:** Please **ATTACH** a commitment to insure title to the real estate interests subject to this application. Note: Prior to the release of funds, the Applicant must purchase a title insurance policy acceptable to SCCB in an amount not less than the Grant Award. Furthermore, the Applicant must agree to reimburse the Bank its grant award on a pro rata basis if a successful claim against title is perfected. | | |
| 1. Does the Applicant understand and agree to indemnify the SCCB against any loss suffered by the Applicant due to a defect in title to an interest in land acquired by the Applicant with SCCB trust funds, which indemnification obligation is or will be secured by the title insurance policy referenced herein? | YES | NO |

## Applicant Affirmations

|  |  |  |  |
| --- | --- | --- | --- |
| By signing below, the Applicant agrees to and acknowledges the following statements: | | | |
| 1. **Adjoining Landowners:** Adjoining landowners must be notified of this grant request by statute. The Applicant affirms that it has notified all adjoining landowners of this mandate. | | | |
| 1. **Landowner Notice:** The Applicant affirms that it has notified the owner of the land that is the subject of this grant request of the following in writing (**Note**: Applications not having affirmation that the notice requirement of this section has been met will not be considered for funding requests): | | | |
| That interests in land purchased with trust funds result in a permanent conveyance of such interests in land from the landowner to the Applicant or its assignees. | | | |
| * 1. That it may be in the landowner’s interest to retain independent legal counsel, appraisals and other professional advice. | | | |
| 1. The Applicant agrees that the property subject to the application is not encumbered by any existing restrictions, including those that are not recorded, that already substantively protect its conservation values. 2. The Applicant agrees that all info provided herein is accurate. | | | |
| 1. The undersigned Applicant acknowledges that any grant from the SCCB will be subject to the provisions, terms and conditions of this entire Application and to the provisions of the South Carolina Conservation Bank Act, Code §48-59-10 et. seq. | | | |
| 1. The Applicant understands and agrees that the disbursement of any Grant Award is subject to the availability of SCCB funds. | | | |
| 1. The Applicant understands and agrees that in the event of the sale of any interests in land purchased in whole or in part with trust funds provided by the SCCB, whether as the result of condemnation or other sale, the proceeds from the sale must be paid in whole or in part to the SCCB. The sale proceeds will be credited to the SCCB in proportion to the cash consideration paid from SCCB trusts fund for the acquisition of the interests in land sold as compared to the total cash consideration paid for the acquisition of the interests in land. | | | |
| 1. The Applicant understands and agrees that any other Applicant to which the interests in land that are the subject of the Application might be transferred will acknowledge that the transferee receives the interests in land subject to the terms and conditions of this Application. In such circumstances, the Applicant must notify the Bank 60 days in advance of the transfer of the property. | | | |
| 1. The Applicant understands and agrees that amounts spent for acquisition of interests in land include only the actual purchase price of the interests in land, plus customary closing costs associated with a normal real estate transaction (e.g. title insurance, abstractor fees, recording fees and attorney's fees directly associated with the closing). | | | |
| 1. If the Applicant uses SCCB funding to acquire Fee Simple title to land, it understands and agrees that public access and use of the land must be permitted, subject to those rules and regulations that are consistent with the conservation purposes for which the land was acquired. | | | |
| 1. The Applicant understands and agrees to return to the SCCB any trust funds disbursed by the SCCB to the Applicant that are not spent, in accordance with this Application, within **60 days** of the day SCCB disburses the trust funds to the Applicant. | | | |
| Signature |  | Date: |  |

## Applicant Questions

|  |  |
| --- | --- |
| 1. Organization Name: |  |
| Non-Profit Certification: Please ATTACH certification that this is a charitable not-for-profit corporation or trust authorized to do business in this state; whose principal activity is the acquisition and management of land for conservation or historic purposes and which has tax-exempt status as a public charity under the Internal Revenue Code of 1986 or Certification that the Applicant is an otherwise qualified entity under the S.C. Conservation Bank Act. | |
| 1. Describe your capacity to complete the project and acquire the interests in the proposed lands. (100 words) | |
|  | |
| 1. How many total acres of lands or projects have you preserved in this state? (50 words) | |
|  | |
| 1. Briefly describe the lands your organization has preserved in this state, including their size, location and method of preservation. Note: This section need not be complied with for specific preserved lands if the privacy or proprietary interests of the owners of such preserved lands would be violated. (100 words) | |
|  | |

## Conservation Criteria

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| --- |
| 1. The extent to which the proposal conserves unique or important wildlife habitat.     Wildlife Habitat Values: The habitat potential of a Parcel for all types of wildlife and fisheries species including those hunted and fished. For example, Parcel contains:  excellent habitat or habitat potential for game species including black bear, white-tailed deer, wild turkey,  waterfowl, bobwhite quail and others.  excellent habitat or habitat potential for game fish including cold-water trout, black bass, sunfish and others.  significant populations of resident species.  good or excellent habitat or habitat potential for forest inhabiting birds.  good or excellent habitat or habitat potential for significant populations of forest inhabiting mammals,  reptiles, amphibians and invertebrates.  areas for resting and feeding of migratory species.  exhibits connective habitats, corridors, habitat linkages and areas that reduce biological isolation.  other (please explain)     1. The extent that proposal conserves rare or endangered species.     Threatened and Endangered Species: The Parcel contains populations or suitable habitats of rare, threatened or endangered species of fish, wildlife or plants. For example, Parcel contains:    known occurrences of rare, threatened or endangered species of animals or plants.  Parcel is within close proximity to a site with known occurrences of species of concern.  habitats that are suitable for reoccupation of such species.  habitats that often harbor such species.  other (please explain)     1. The extent that the proposal conserves a relatively undisturbed or outstanding example of an ecosystem indigenous to South Carolina. For example, Parcel contains:     Carolina Bay  Spartina Marshlands  other (please explain)     1. The extent the Parcel conserves riparian habitats, wetlands, water quality, watersheds of significant ecological value, critical aquifer recharge areas, estuaries, bays or beaches.     Riparian and Hydrologic Values: The Parcel contains wetlands that have ecological values including unique habitats, flood control, sediment filtration, and contaminant filtration. For example, Parcel:    is situated on a river, stream or marine shore.  has extensive river, stream or marine shoreline.  includes the 100-year floodplain.  includes a designated scenic river, stream or wetland.  contains minimum 50-foot buffer of trees along shorelines as a sediment buffer.  contains ecologically significant wetlands such as isolated bays, bogs, depression meadows and ponds.  is adjacent to or near other protected wetlands.  includes the surface watershed or the ground water aquifer of a public water supply.  other (please explain)     1. The extent the Parcel has for conserving outstanding geologic features. For example, Parcel:     contains mountains.  contains significant rock formations/waterfalls.  contains significant earth strata.  contains limestone bluff  other (please explain)     1. The extent to which the Parcel conserves a site of unique historical or archeological significance.   Cultural and Historic Resources: The Parcel contains known or likely sites of significant historic or cultural value. For example, Parcel:    contains cultural resources such as a historic forest, mill site, or tar kiln.  contains other historic or archaeological resources such as Native American sites, historic structures or  historic sites  other (please explain)     1. The extent the Parcel conserves an area of critical forestlands, farmlands, or wetlands. For example, Parcel has:     the soil productivity and natural vegetative community to produce high quality timber, pulpwood and other  forest products.  growing timber stock in place.  diverse timber age and type.  prime soils  is agriculturally unique  contains unique wetlands  other (please explain)     1. The extent the Parcel conserves an area of forestlands or farmlands which are located on prime soils, in microclimates or have strategic geographical significances.     The potential of a Parcel to produce forest products including productivity, accessibility, vegetative community, standing timber, management history and location. For example, Parcel:    has the soil productivity and natural vegetative community to produce high quality timber, pulpwood, forest  and agricultural commodities.  has growing timber stock in place.  has diverse timber age and type.  has growing crops in place.  other (please explain)     1. The extent that the Parcel conserves an area for public recreation, greenways, or parkland.     Public Recreation Potential: The potential of a Parcel to provide the public with outdoor recreational potential including hunting, fishing, hiking, birding, horseback riding, wildlife observation, and other types of recreation. For example, Parcel has:    externally accessible to the public by automobile and internally accessible by vehicle, foot, boat or bicycle.  The public must be able to reach the tract by auto and transit the tract reasonably under most environmental conditions.  the potential for hiking, cycling and horseback riding trails.  potential water-based recreational value.  unique habitat, geological formation, wildlife population or other special recreational attraction.  potential for inclusion in the Wildlife Management Area Program.  other (please explain)     1. The extent the Parcel conserves a larger area or ecosystem already containing protected lands or as a connection between natural habitats or open space that are already protected. For example, Parcel:     adjoins or is close to a state park.  adjoins or is close to a state or federal forest or refuge.  borders on other protected and managed lands.  borders a scenic highway or river.  other (please explain)     1. The extent that the Parcel conserves a significant acreage. Parcel contains:     0-100 acres  100-500 acres  501-1,000 acres  1,001-5,000 acres  5,001-10,000 acres  over 10,000 acres |

## Financial Criteria

|  |  |
| --- | --- |
| 1. **Fair Market Value**: Please **ATTACH** a Preliminary Appraisal, which should include a brief description of comparable sales, if applicable, and analysis used to arrive at the value of the property interest subject to this application. The appraiser must be approved by the SCCB (*see,* <https://sccbank.sc.gov/application/approved-appraiser-list>) **Note**: A qualified and competent appraisal establishing fair market value and/or the value of the proposed easement must be reviewed and approved by the Bank prior to the release of funds. | |
| 2. What is the grant amount request? | $ |
| 3. What is the Fair Market Value (FMV) of the real estate interest that the Bank grant will support? | $ |
| 4. What is the bargain sale percentage of the  transaction? (Grant Request / FMV of interest)? | % |
| 5. Please list fees and transaction costs  included in this grant request, if any. |  |
| 6. Fee Simple: What is the purchase price? |  |

## Public Access

|  |  |  |  |
| --- | --- | --- | --- |
| Will this property allow for public access? If no, skip questions below. | YES | NO |  |
| **Note**: **Fee Simple:** All grant applications to purchase a property must afford public access.  **Conservation Easements:** Grants supporting the acquisition of conservation easements on private land do not require public access. However, in the event that the application contemplates affording some degree of public access, it must be legally binding for a term of no less than ten (10) years, in order to qualify under the Bank’s project ranking system.  **Legal Instrument:** It is acceptable to utilize the Bank grant agreement as the legal instrument to memorialize the public access commitments. | | | |
| 1. Describe the level and nature of public access that will be provided to the subject property after the completion of the project. (200 words) | | | |
|  | | | |
| 1. Please describe any limitations on public access. (200 words) | | | |
|  | | | |

## Partnerships

|  |
| --- |
| Please name any partner contributing cash or in-kind value to this project, including bargain sale value contributed by the owner. It is acceptable to list the partner name, amount, type, contingencies, and status. In order to qualify as a funding partner, the entity must contribute at least ten percent (10%) of the value of the property interest acquired or fifty thousand dollars ($50,000), whichever is lower. If multiple funding sources are anticipated to support this project at a level below either threshold, they may be aggregated to count as a single partner. |
| 1. Name:   Amount:  Type:  Contingencies:  Status:   1. Name:   Amount:  Type:  Contingencies:  Status:   1. Name:   Amount:  Type:  Contingencies:  Status: |

## Threat of Conversion

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| --- |
| Describe the likelihood of development, conversion or fragmentation to the conservation values of this property within the next 25 years. Please include any information on threats or loss of similar properties in the near vicinity. (200 words) |
|  |

## Unique Opportunity

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| --- |
| Describe the unique opportunity this project affords to meaningfully advance the SCCB’s conservation mission. Please include a statement on the conservation vision for this property and the community with which it most closely is associated. (200 words) |
|  |

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| --- |
| Recommended List of Supporting Documents to Include with Application  1. 501(c)(3) Nonprofit Certification from IRS   2. Project Narrative (500words)  3. GIS Shapefiles, if available  4. Maps  5. Photographs (Minimum 2)  6. Title Commitment  7. Preliminary Appraisal  8. Baseline Report Documentation or Land Management Plan, if available  9. Signed Purchase Contract or Letter of Intent  10. Landowner Acknowledgment, signed  11. Match Agreement, signed, if applicable |

## Landowner Acknowledgment

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Does this land contain property or interest in the property that has been down zoned within three years of the date of this application? | | | | YES | NO |
| 1. Has the qualified entity or Applicant seeking funding notified you in writing: | | | | | |
| That interests in land purchased with trust funds result in a permanent conveyance of such interests from the landowner to the eligible trust fund. | | | | YES | NO |
| That it may be in the landowner’s best interests to retain independent legal counsel, appraisals, and other professional advice. | | | | YES | NO |
| Are there any existing liens, mortgages, or encumbrances that currently exist on this property? | | | | YES | NO |
| If yes, indicate which entity owns the lien and the amount of the corresponding note: | | | | | |
|  | | | | | |
| South Carolina Conservation Bank – Landowner Inspection Consent Agreement | | | | | |
| 1. The undersigned, as the landowner or landowner's agent agrees to allow inspection, and appraisal if necessary, of the interests in land that is the subject of this Application. I agree to allow authorized or designated agents or staff to inspect this property as may be required. Reasonable notice of inspection will be given. | | | | | |
| 1. The undersigned as the landowner or landowner's agent acknowledges that any grant from the SCCB will be subject to the provisions, terms and conditions of this entire Application and to the provisions of the South Carolina Conservation Bank Act, Code §48-59-10 et. seq. | | | | | |
| Signature: |  | Date: |  | | |

## Match Agreement

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| The SC Conservation Bank (“Bank”) considers its ability to leverage its grant awards with outside funding sources as a key component of its effectiveness. Leverage may come in the form of bargain sales of interests in conservation lands, private donations, and contributions from other state and local funding programs. When contributed by non-federal partners, such forms of leverage can qualify as match (“Match”)” for concurrent or future federal grants. The Bank views its ability to help partners secure federal grants for additional conservation and restoration activities in South Carolina as a high priority.  Federal conservation and restoration programs that require non-federal Match include, but are not limited to: the US Fish and Wildlife Services’ North American Wetland Conservation Act (NAWCA) and National Coastal Wetlands Conservation Grant (Coastal Wetlands) programs; the US Department of Agriculture’s Agricultural Conservation Easement Program (ACEP); the Department of Defense’s Readiness and Environmental Protection Initiative (REPI); and the Forest Service’s Forest Legacy Program (Forest Legacy). Donated value from landowners through bargain-sale transactions, and cash contributions from local governments and the Bank afford a simple formula for partners to qualify as Match for additional federal conservation and restoration grant programs.  In evaluating the subject grant application, the Bank will consider whether the non-federal partners will agree to acknowledge their contributions as Match for concurrent or future federal grant programs, such as those listed above, provided the following conditions are satisfied: 1) the acknowledgement of the contribution as Match adds no Substantive Additional Restrictions on the use of the property and 2) the landowner incurs no additional stewardship expenses.  The Applicant may choose to direct the allocation of Match generated by this project for a period of twelve months after closing. Thereafter, allocating Match will be coordinated by the Bank. | | | | | |
| Do all the non-federal partners who have contributed over $1,000 to this project, including in-kind value or bargain sales, agree to hereby acknowledge their contributions as “match” to concurrent or future applications for federal funding for conservation or restoration purposes, provided that said acknowledgment creates no Substantive Additional Restrictions or additional stewardship expenses? | | | | YES | NO |
| Applicant Signature: |  | Date: |  | | |
| Landowner Signature:  (if applicable) |  | Date: |  | | |
| Other Party Signature:  (if applicable) |  | Date: |  | | |
| *No Substantive Additional Restrictions shall be defined as any restriction on the subject property over and above that contemplated in the Bank application that would materially impact the landowner’s use and enjoyment of the Property or negatively impact its appraised market value. Examples of Substantive Additional Restrictions include, heightened restrictions on reserved subdivision rights, hunting and fishing activities, commercial timbering, or recreational uses. However, specifically exempted from the definition of Substantive Additional Restrictions are administrative requirements for acknowledging the Match, including but not limited to: acknowledging a specific contribution amount, date, or the appraised value of property; or recording notices of grant agreements.* | | | | | |