

SACRAMENTO DISTRICT CALIFORNIA IN-LIEU FEE PROGRAM

CREDIT TRANSFER AGREEMENT

Contract #: 00048

This Credit Transfer Agreement (“Agreement”) is entered into this ____ day of _____, 2018, by and between THE NATIONAL FISH AND WILDLIFE FOUNDATION (“Program Sponsor”) and the COUNTY OF EL DORADO (“Project Applicant”), jointly referred to as the “Parties,” as follows:

RECITALS

A. The Program Sponsor developed the Sacramento District California In-Lieu Fee Program (“ILF Program”) covering the geographic area within the jurisdictional limits of the U.S. Army Corps of Engineers, Sacramento District within California; and

B. The ILF Program was approved through execution of the ILF Program Instrument (“Instrument”) by the Sacramento District of the U.S. Army Corps of Engineers (“USACE”), Region IX of the U.S. Environmental Protection Agency (“USEPA”), the National Oceanic and Atmospheric Administration’s National Marine Fisheries Service (“NMFS”), the State Water Resources Control Board (“State Water Board”), the Central Valley Regional Water Quality Control Board (“Central Valley Water Board”), and the Lahontan Regional Water Quality Control Board (“Lahontan Water Board”) (jointly referred to as “Agencies”) on October 10, 2014, and the ILF Program is currently in good standing with the Agencies; and

C. The ILF Program has received approval from the Agencies to offer Aquatic Resource Credits and Vernal Pool Credits pursuant to the Instrument, as compensation for impacts to aquatic resources regulated by the Agencies; and

D. Project Applicant is seeking to implement the Diamond Springs Parkway-Phase 1A Project (Project), located on State Route 49 from Pleasant Valley Road to north of Lime Kiln Road, Shingle Springs, El Dorado County, California, in accordance with a Central Valley Water Board (WDID#5A09CR00163A1) letter to the County of El Dorado CDA, dated November 4, 2017, (“WDID#5A09CR00163A1 Letter”), which authorized “the realignment and widening of a portion of State Route 49/Diamond Road from Pleasant Valley Road to just south of Bradley Drive.” Specifically, the Project Applicant seeks to compensate for the “authorized impact to 0.089 acre of stream channel (referred to as intermittent channels and seasonal wetlands by the United States Army Corps of Engineers)” by purchasing credits from the ILF Program in accordance with such letter, as described in Exhibit “A” attached hereto; and

E. Project Applicant has been authorized by the WDID#5A09CR00163A1 Letter referenced in paragraph D above to purchase “0.178 acre Aquatic Resource Credits in the National Fish and Wildlife Foundation (NFWF) Sacramento District California In-Lieu Fee Program for the American River Aquatic Resource Service Area.” Correspondence, dated April 26, 2018, from the Central Valley Water Board clarified that this requires “a minimum purchase of 0.089 aquatic resource credits as a 1:1 mitigation ratio,” which the Program Sponsor has available for purchase in minimum increments of one hundredth; and

F. Given the facts stated in paragraph E above, Project Applicant desires to purchase from the ILF Program and the Program Sponsor desires to transfer to Project Applicant Nine Hundredths (0.09) Aquatic Resource Credit in the American River Watershed Service Area.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Program Sponsor hereby agrees to transfer to Project Applicant from the ILF Program Nine Hundredths (0.09) Aquatic Resource Credit in the American River Watershed Service Area ("Purchased Credits") for the purchase price of Twenty-Seven Thousand Five Hundred Fifty Dollars (\$27,550) ("Purchase Price"). This Agreement is expressly conditioned upon the Program Sponsor's receipt of the Purchase Price for said Purchased Credits, in accordance with this Agreement.

2. The sale and transfer of the Purchased Credits is not intended as a sale or transfer to Project Applicant of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest in any of the foregoing.

3. Project Applicant shall have no obligation or right whatsoever by reason of the purchase of the Purchased Credits, to support, pay for, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated, informed, or liable for the success or continued expense or maintenance in perpetuity of the Purchased Credits transferred, or the ILF Program. The Program Sponsor shall be fully and completely responsible for satisfying any and all conditions placed on the Purchased Credits transferred and the ILF Program.

4. The Purchased Credits sold and transferred to Project Applicant shall be non-transferable and non-assignable, and shall not be used as compensatory mitigation for any other Project or purpose, except as set forth herein.

5. Project Applicant must pay and deliver the Purchase Price to the Program Sponsor by check, cashier's check, money order, or wire transfer (in accordance with written instructions provided to Project Applicant from Program Sponsor) within sixty (60) days of the date of execution of this Agreement. If the Purchase Price is not received by Program Sponsor within such sixty (60) day period, then at any time thereafter Program Sponsor may, unless and until the Purchase Price is received and accepted by Program Sponsor, terminate this Agreement at will by providing no less than three (3) days' advance written notice to Project Applicant of Program Sponsor's intention to so terminate.

6. Upon receipt of the Purchase Price, (a) transfer of the Purchased Credits shall be effectuated and evidenced by Program Sponsor's delivery to Project Applicant of an executed bill of sale ("Bill of Sale") in substantially the form attached hereto and marked Exhibit "B" and (b) Program Sponsor's receipt of the Purchase Price shall be confirmed and evidenced by Program Sponsor's delivery to Project Applicant of a completed payment receipt ("Payment Receipt") in substantially the form attached hereto and marked Exhibit "C."

7. After delivering the Bill of Sale and Payment Receipt in accordance with Section 6 above, the Program Sponsor shall submit to the parties listed in the Notices section of the Instrument, final, executed copies of: (a) this Agreement; (b) the Bill of Sale; (c) the Payment Receipt; and (d) an updated Credit Ledger (as defined under the Instrument) reflecting the transfer of the Purchased Credits to the Project Applicant.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

PROGRAM SPONSOR:
National Fish and Wildlife Foundation

By: _____ Date: _____
Timothy J. DiCintio, Senior Vice President, IDEA

PROJECT APPLICANT:
County of El Dorado

By: _____ Date: _____

Board of Supervisors
"County"

Attest:
James S. Mitrison
Clerk of the Board of Supervisors

By: _____ Date: _____

Deputy Clerk

Exhibit "A"

**DESCRIPTION OF PROJECT
REQUIRING COMPENSATORY MITIGATION**

Central Valley Water Board (WDID#5A09CR00163A1) letter to the County of El Dorado CDA, dated November 4, 2017, ("WDID#5A09CR00163A1 Letter"), authorized the Diamond Springs Parkway-Phase 1A Project located on State Route 49 from Pleasant Valley Road to north of Lime Kiln Road, Shingle Springs, El Dorado County, California, a project consisting of "the realignment and widening of a portion of State Route 49/Diamond Road from Pleasant Valley Road to just south of Bradley Drive," and requires the purchase of "0.178 acre Aquatic Resource Credits in the National Fish and Wildlife Foundation (NFWF) Sacramento District California In-Lieu Fee Program for the American River Aquatic Resource Service Area" for the "authorized impact to 0.089 acre of stream channel (referred to as intermittent channels and seasonal wetlands by the United States Army Corps of Engineers)." Correspondence, dated April 26, 2018, from the Central Valley Water Board clarified that this requires "a minimum purchase of 0.089 aquatic resource credits as a 1:1 mitigation ratio."

Exhibit "B"

**SACRAMENTO DISTRICT CALIFORNIA IN-LIEU FEE PROGRAM
BILL OF SALE**

Contract # 00048

In consideration of the sum of Twenty-Seven Thousand Five Hundred Fifty Dollars (\$27,550), receipt of which is hereby acknowledged, the National Fish and Wildlife Foundation ("Program Sponsor") does hereby sell and transfer to the County of El Dorado ("Project Applicant"), Nine Hundredths (0.09) Aquatic Resource Credit in the American River Watershed Service Area of the Sacramento District California In-Lieu Fee Program ("ILF Program"), which was approved through execution of the ILF Program Instrument ("Instrument") by the Sacramento District of the U.S. Army Corps of Engineers ("USACE"), Region IX of the U.S. Environmental Protection Agency ("USEPA"), the National Oceanic and Atmospheric Administration's National Marine Fisheries Service ("NMFS"), the State Water Resources Control Board ("State Board"), the Central Valley Regional Water Quality Control Board ("Central Valley Water Board"), and the Lahontan Regional Water Quality Control Board ("Lahontan Water Board") (jointly referred to as "Agencies").

Program Sponsor, represents and warrants that the ILF Program is in good standing with the Agencies and has available the specified number of Nine Hundredths (0.09) Aquatic Resource Credit in the American River Watershed Service Area to transfer to the Project Applicant.

Program Sponsor also represents and warrants to the Project Applicant that it has all right, title, and interest in the Credits necessary to transfer them to the Project Applicant.

DATED: _____

National Fish and Wildlife Foundation, Program Sponsor

By: _____
Timothy J. DiCintio, Senior Vice President, IDEA

Exhibit "C"

**SACRAMENTO DISTRICT CALIFORNIA IN-LIEU FEE PROGRAM
Payment Receipt**

PROJECT APPLICANT INFORMATION

Name: County of El Dorado
Address: 2850 Fairlane Court, Placerville, CA 95667
Telephone: 530-621-5136
Contact: Jeff Nettleton

PROJECT INFORMATION

Project Description: Mitigation for the "authorized impact to 0.089 acre of stream channel (referred to as intermittent channels and seasonal wetlands by the United States Army Corps of Engineers)" as required by WDID#5A09CR00163A1 letter to the County of El Dorado CDA, dated November 4, 2017, ("WDID#5A09CR00163A1 Letter"), for the Diamond Springs Parkway-Phase 1A Project located on State Route 49 from Pleasant Valley Road to north of Lime Kiln Road, El Dorado County, California, a project consisting of "the realignment and widening of a portion of State Route 49/Diamond Road from Pleasant Valley Road to just south of Bradley Drive."

Project Location: Section 19, Township 30 North, Range 11 East, Mount Diablo Base and Meridian, Latitude 38°41'57.06"N, Longitude 120°48'40.74"W (from Central Valley Water Board WDID#5A09CR00163A1), Shingle Springs, El Dorado County, California

Agency File Numbers: Central Valley Water Board (WDID#5A09CR00163A1)

Credits Transferred: Nine Hundredths (0.09) Aquatic Resource Credits

ILF Program Service Area: American River Watershed Service Area

PAYMENT INFORMATION

Payee: National Fish and Wildlife Foundation

Payor: County of El Dorado

Amount: Twenty-Seven Thousand Five Hundred Fifty Dollars (\$27,550)

Method of payment: Electronic Funds Transfer _____ Check No. _____ Money Order No. _____

Received by: _____ Date: _____
(Signature)

Name: Timothy J. Dicintio Title: Senior Vice President, IDEA