

**GRANT AGREEMENT BETWEEN
THE COUNTY OF EL DORADO AND
THE AMERICAN RIVER CONSERVANCY**

1. PURPOSE OF GRANT

With this agreement, the signatories agreed to pool their resources to conserve oak woodland habitat consistent with the County Oak Woodland Conservation Ordinance 4771 (Ordinance). The primary goal of the Ordinance is to provide protection for native oak woodlands through implementation of General Plan Policy 7.4.4.4 by setting the standards for oak canopy retention and a mitigation in-lieu fee for oak canopy removal including compliance with California Public Resources Code 21083.4.

Since the adoption of the Ordinance on May 6, 2008, in-lieu fees have been collected from ministerial and discretionary development projects throughout the western portion of the County. The fees are maintained in a separate oak woodland conservation fund account. The County Community Development Agency, Development Services Division is required to make recommendations to the Board of Supervisors regarding the expenditure of funds from that account to acquire, monitor, and maintain designated oak woodland conservation lands.

On September 23, 2014, the Community Development Agency, Development Services Division recommended that the Board approve an expenditure of funds to assist the American River Conservancy (ARC) in the purchase of 1,080 acres of land intended for open space, including oak woodland habitat. The ARC has proposed to acquire the 1,080 acres with funding from the State Wildlife Conservation Board (\$4,800,000), the California Wildlife Foundation (\$75,000), and the County of El Dorado (\$120,000). Once the property is obtained by the ARC, it will then be transferred to the State Department of Fish and Wildlife, who will manage and maintain the oak woodland conservation land in perpetuity.

The Ordinance identified Priority Conservation Areas (PCA) in which conservation easements shall be acquired from willing sellers using the in-lieu fees. PCAs within the county were determined using the following criteria: lands under the 4,000 foot elevation; lands containing 500 acres or more of five oak woodland habitat types; lands where oak woodland habitat would not undergo substantial fragmentation; and lands where oak woodland conservation would be consistent with the 2004 General Plan land use designations that are outside the Community Regions and Rural Centers. The Ordinance included maps identifying those areas identified as PCAs. Approximately 85 percent of the 1,080 acres is within the PCA.

Pursuant to this Grant Agreement, the County of El Dorado (“Grantor”) hereby grants to the American River Conservancy (“Grantee”), the sum of one hundred twenty thousand dollars (\$120,000) in collected mitigation impact fee funding (“Grant”) to be used towards the purchase of 1,080 acres (Assessor’s Parcel Numbers : 091-030, 27, 32, 34, 37, 38, 42, and 45; 092-040-70 and 71; and 092-050-08 and 10) now under purchase contract (the “Subject Property”). The purchase price of the Subject Property (the “Purchase Price”) has been appraised by Gregory L. Bach, MAI California License Number AG002832, in his appraisal dated May 5, 2014 (the “Appraisal”). This appraisal has been reviewed and approved by the

State Department of General Services – Real Estate Division (DGS) to be in compliance with applicable DGS standards and requirements.

Lands to be acquired by the Grantee are more particularly described by the legal description attached as **EXHIBIT A**. The Purchase and Sale Agreement for the Subject Property is attached and made a part of this Agreement by reference as **EXHIBIT B**. A copy of the Appraisal dated May 5, 2014 by Gregory L. Bach, MAI is attached as **EXHIBIT C**. A copy of the Escrow Instructions adopted by the American River Conservancy is attached as **EXHIBIT D**.

Grantor is providing these grant funds for the sole purpose of purchasing the Subject Property and adding the 1,080 acres of oak woodland conservation land with associated habitat into non-developable open space land. The quality and value of the land acquisition has been reviewed by the California Wildlife Conservation Board, the California Department of Fish and Wildlife, The California Wildlife Foundation, El Dorado County Fish & Game Commission, United States Department of the Interior, Bureau of Land Management, CalFire, and Cosumnes River Preserve.

2. CONDITIONS OF GRANT

- 2.1 Conditions Precedent. As conditions precedent to Grantor's obligation to grant funds to Grantee:
- i. Grantee and Grantor understand and agree that Grant funds will be placed directly into the escrow account and used towards the direct Purchase Price of the Subject Property only. Grant funds in an amount equal to one hundred twenty thousand dollars (\$120,000) shall be placed by Grantor into First American Title Escrow Account No. 4601551-JT on or before October 17, 2014.
 - ii. All other expenses related to the purchase of the Subject Property including the cost of multiple appraisals, Lot Line Adjustment engineering and mapping, Lot Line Adjustment application fees, and the cost of title reports, title insurance and escrow fees related to the purchase of the Subject Property and its transfer to the California Department of Fish and Wildlife will be paid for by Grantee with other funds held by Grantee for this purpose.
 - iii. Upon request, Grantee will provide to Grantor a true and original copy of a resolution by Grantee's governing Board approving this grant agreement and authorizing its Executive Director to execute this Agreement on behalf of Grantee.
- 2.2 Cooperative Nature of Grant. Grantor and Grantee acknowledge that Grantee is responsible for recognizing the cooperative nature of this project and shall provide correspondence to Grantor acknowledging Grantor's cooperation upon the completion of this acquisition project.

3. ALTERNATE OAK WOODLAND CONSERVATION LAND ACQUISITION


In the event of Grantee's inability to purchase the Subject Property, the grant funds shall be returned to Grantor and the Grantee and Grantor will cooperate in good faith to use grant funds to purchase and protect alternate oak conservation of equal value as determined by the California Department of Fish and Wildlife.

4. ADDITIONAL TERMS

- 4.1. Disbursement Procedure. Grantor shall disburse the Grant Funds according to the following procedure. Upon the completion of the following approvals, Grantor's Chief Administrative Office shall disburse the Grant Funds equal to \$120,000 directly into escrow;
- i) Approval by the County Board of Supervisors;
- 4.2. Liability. Grantee agrees to indemnify, defend, and hold harmless Grantor, its Board of Directors, officers, employees, and agents (collectively, "Grantor Parties") against any and all judgments, claims, liability, loss or damages, including reasonable attorneys' fees and costs of suit, against Grantor Parties or any of them for personal injury, including death, or damage to or destruction of real or personal property, that arise or are claimed to arise in any way out of this Agreement, its formation or performance, the provision or disbursement of the Grant Funds or through Grantee's conduct in the completion of the Grant Project.
- 4.3. Amendment. This Grant may be modified only with the written approval of Grantor and Grantee. This Grant Agreement represents the complete agreement between the parties as to this subject matter. No oral understanding or agreement not incorporated in this Agreement shall be binding on either of the parties.
- 4.4. Expiration. Unless terminated, this Grant Agreement shall not expire but shall remain in full force and effect for the purpose of securing compliance with the provisions set forth above.
- 4.5. Designee. All references herein to "Grantee" are intended to refer to Grantee or its designee, successor or assignee as may be approved by the Grantor.
- 4.6. Significant Developments. During the term of this Agreement, Grantee shall immediately notify Grantor's Chief Administrative Officer if any problems, delays, or adverse conditions become known, which will materially impair Grantee's ability to meet the objectives of the Agreement.
- 4.7. Grant Agreement Administrator. During the term of this Agreement, the Grant Agreement Administrator shall be the Community Development Agency, Development Services Division Director or designee.

IN WITNESS WHEREOF, the parties have affixed the signatures of their authorized representatives and made this Grant Agreement effective as of the date last subscribed below.

GRANTOR: COUNTY OF EL DORADO BOARD OF SUPERVISORS

By: 

Title: **Norma Santiago**
Chair

Date: 9-23-14

ATTEST: James S. Mitrisin
Clerk of the Board of Supervisors

By: 
Kathryn Tyler, Deputy Clerk

GRANTEE: AMERICAN RIVER CONSERVANCY

By: 

Title: Executive Director

Date: 09/25/2014

ATTACHMENTS

- Exhibit A Legal Description of Subject Property
- Exhibit B Purchase and Sale Agreement
- Exhibit C Appraisal of Subject Property dated May 5, 2014
- Exhibit D Escrow Instructions from American River Conservancy;
September 8, 2014