

**AGREEMENT FOR SALE OF CONSERVATION CREDITS
BIG GUN CONSERVATION BANK
Service File No. 81420-2009-F-1263-2**

This Agreement is entered into this 14th day of October, 2014, by and between WESTERVELT ECOLOGICAL SERVICES (hereinafter referred to as "Bank Owner") and COUNTY OF EL DORADO (hereinafter referred to as "Project Applicant"), jointly referred to as the "Parties," as follows:

RECITALS

A. The Big Gun Conservation Bank (hereinafter referred to as "Bank") is located in Placer County, California and is owned and operated by Bank Owner; and

B. The Bank Owner received approval by the U.S. Fish and Wildlife Service (hereinafter referred to as "Service") on October 29, 2010, for the Bank which is currently in good standing with this agency; and

C. The Bank Owner received approval from the Service to offer *California red-legged frog* compensation for impacts regulated by the federal Endangered Species Act, through the *Big Gun Conservation Bank Enabling Instrument* (hereinafter referred to as "Bank Agreement"); and

D. Project Applicant is seeking to implement the Green Valley Road at Weber Creek Bridge Replacement project (hereinafter referred to as "Project") described on Exhibit "A" attached hereto, which would unavoidably and adversely impact California red-legged frog (*Rana draytonii*), and seeks to compensate for the loss of California red-legged frog by purchasing credits from Bank; and

E. Project Applicant has been authorized by the Service, Services File No. 81420-2009-F-1263-2 to purchase Bank's **2.964 California red-legged frog credits** (hereinafter referred to as "Credits") upon confirmation by the Bank Owner of credit availability/adequate balance of credits remaining for sale; and

F. Project Applicant desires to purchase Credits from Bank Owner and Bank Owner desires to sell Credits to Project Applicant;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Bank Owner hereby sells to Project Applicant and Project Applicant hereby purchases from Bank Owner, Credits for the purchase price of Two Hundred and Fifty One Thousand Nine Hundred Forty Dollars (**\$251,940.00**). The Bank Owner will deliver to Project Applicant an executed Bill of Sale in the manner and form as attached hereto and marked Exhibit "B". The purchase price for said Credits shall be paid by check or cashier's check or, at the option of Bank Owner, wire transfer of funds according to written instructions by Bank Owner to Project Applicant.

2. The sale and transfer herein 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 of the foregoing.

3. Project Applicant shall have no obligation whatsoever by reason of the purchase of the Credits, to support, pay for, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated or liable for the success or continued expense or maintenance in perpetuity of the Credits sold, or the Bank

Owner. Pursuant to the Bank Agreement and any amendments thereto, Bank Owner shall monitor and make reports to the appropriate agency or agencies on the status of any Credits sold to Project Applicant. Bank Owner shall be fully and completely responsible for satisfying any and all conditions placed on the Bank Owner or the Credits by all state or federal jurisdictional agencies.

4. The 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 hereby commits to purchase the Credits and in association therewith shall tender payment for the Credits no later than 30 days from the date of this Agreement.

6. Upon purchase of the Credits specified in paragraph D above, the Bank Owner shall submit to the parties listed in the Notices section of the Bank Agreement, copies of the: a) Agreement for Sale of Credits; b) Bill of Sale; c) Payment Receipt; and d) an updated ledger. The updated inventory / ledger must detail: i) Project Applicant; ii) Project Name; iii) Status (sale complete/sale not complete); iv) Credit Sale Date; v) Service File Number; vi) U.S. Army Corps of Engineers File Number (if applicable); vii) Total Number of Credits Authorized to Sell; viii) Total Number of Credits Sold to Date (inclusive); and ix) Balance of all Credits Available. The inventory / ledger should include all sales data from Bank opening/establishment to the present.

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


BANK OWNER:

WESTERVELT ECOLOGICAL SERVICES, LLC


By:  Date: 8/25/2014

PROJECT APPLICANT:

COUNTY OF EL DORADO

By:  Date: 10-14-14
Norma Santiago
Chair, Board of Supervisors

Attest:
Clerk of the Board of Supervisors

By:  Date: 10-14-14
Deputy Clerk

APPROVED

UNITED STATES FISH AND WILDLIFE SERVICE:

This Agreement fulfills a portion of the Project Applicant's proposed California red-legged frog habitat conservation measures, as described in the Service's Biological Opinion; Service File Number 81420-2009-F-1263-2 dated January 11, 2012. The Service verifies that the Big Gun Conservation Bank is in good standing as of the date of this Agreement.

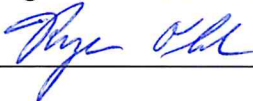
By:  Date: 8/21/14
Sacramento Fish and Wildlife Office

Exhibit "A"

**DESCRIPTION OF PROJECT
TO BE
MITIGATED**

The County of El Dorado is proposing a minor realignment of Green Valley Road and the replacement of the existing bridge over Weber Creek. (Service File No. 81420-2009-F-1263-2)

Exhibit "B"

BILL OF SALE

Service File No. 81420-2009-F-1263-2

In consideration of **\$251,940.00**, receipt of which is hereby acknowledged, WESTERVELT ECOLOGICAL SERVICES does hereby bargain, sell and transfer to EL DORADO COUNTY, **2,964 California red-legged frog credits** in the Big Gun Conservation Bank in Placer County, California, developed, and approved by the U. S. Fish and Wildlife Service.

Westervelt Ecological Services represents and warrants that it has good title to the credits, has good right to sell the same, and that they are free and clear of all claims, liens, or encumbrances.

Westervelt Ecological Services covenants and agrees with the buyer to warrant and defend the sale of the credits hereinbefore described against all and every person and persons whomsoever lawfully claiming or to claim the same.

DATED: _____

WESTERVELT ECOLOGICAL SERVICES, LLC

By: _____

Exhibit "C"

**Big Gun Conservation Bank
PAYMENT RECEIPT**

PARTICIPANT INFORMATION

Name: County of El Dorado

Address: 2850 Fairlane Court
Placerville, CA 95667

Telephone: (530) 621-5900

Contact: Dustin Harrington, Senior Civil Engineer

PROJECT INFORMATION

Project Description: Green Valley Road at Weber Creek Bridge Replacement

Project File Number: 81420-2009-F-1263-2

Species/Habitat Affected: California Red-legged Frog Habitat

Credits to be Purchased: 2.964 California red-legged frog credits

Payment Amount: \$251,940.00

Project Location: El Dorado County

County: El Dorado County

PAYMENT INFORMATION

Payee: Westervelt Ecological Services, LLC

Payer: County of El Dorado

Amount: Two Hundred and Fifty One Thousand Nine Hundred Forty Dollars (\$251,940.00)

Method of payment: Cash Check No. Money Order No.

Received by: _____ Date: _____
(Signature)

Name: _____ Title: _____