

CALIFORNIA WILDLIFE CONSERVATION BOARD
SUBGRANT AGREEMENT FOR ACQUISITION OF FEE INTEREST

Cooperative Endangered Species Conservation Fund
(Section 6 of the Federal Endangered Species Act) Grant Program

Subgrantee: Full, Legal Name: County of El Dorado
Address: 2850 Fairlane Court
Placerville, CA 95667

Attn: Roger Trout, Director of Development Services

Phone: (530) 621-5369
Fax: (530) 642-0508
E-mail: roger.trout@edcgov.us

Federal Employer ID No./Taxpayer ID No.: 94-6000511

Project Name: Cameron Meadows, Phase II

Project Location: Cameron Park, in western El Dorado County

Section 6 Grant Agreement Number: SG-1515JY

WCB Project ID: 2014158

WCB Subgrant Agreement Amount: Not to exceed \$332,475.00

Notices to be delivered to:

For Subgrantee: County of El Dorado
2850 Fairlane Court
Placerville, CA 95667
Attn: Roger Trout

For WCB: Wildlife Conservation Board
Mailing address: 1416 9th St., Ste. 1266
Sacramento, CA 95814
Attn: Executive Director

With a copy to: Department of Fish and Wildlife
Habitat Conservation Branch
1416 9th Street, 12th Floor
Sacramento, CA 95814
Attn: Grant Coordinator

EXHIBIT C

1. BACKGROUND

1.1. The U.S. Department of the Interior, Fish and Wildlife Service ("USFWS") and the California Department of Fish and Wildlife ("CDFW") have entered into a Cooperative Agreement for the benefit of endangered, threatened and rare fish, wildlife and plants which are resident in the State of California.

1.2. USFWS has approved the Application for Federal Assistance submitted by CDFW, F14AP00935 (the "Federal Grant Application"), for Cooperative Endangered Species Conservation Fund (Section 6 of the Federal Endangered Species Act) Grant Program funding ("Federal Grant Funds") to facilitate the acquisition of real property identified in the Federal Grant Application. The Notice of Federal Assistance Approval for F14AP00935 (the "Federal Approval Notice") which USFWS issued to CDFW specifies terms of acceptance of the Federal Grant Funds. CDFW and USFWS have entered into a Grant Agreement for Grant No. F14AP00935, Grant Title: Cooperative Endangered Species Conservation – 2014 Recovery Land Acquisition, Cameron Meadows, (the "Federal Grant Agreement") which specifies additional terms and conditions of the grant of Federal Grant Funds. The Federal Approval Notice and Federal Grant Agreement, including the terms and conditions set forth or incorporated directly or by reference in either or both of these instruments, are referred to in this Subgrant Agreement ("Agreement") individually and collectively as the "Federal Assistance Requirements".

1.3. Subgrantee has entered into an agreement to purchase the Property described in Section 3.1 of this Agreement, which Property is the real property identified in the Federal Grant Application. Subgrantee has requested a subgrant of Federal Grant Funds from CDFW, acting through the Wildlife Conservation Board ("WCB"), to facilitate Subgrantee's acquisition of the Property (the "Acquisition").

1.4. USFWS will permit CDFW, acting through WCB, to subgrant Federal Grant Funds to Subgrantee for the purpose of the Acquisition upon and subject to the Federal Assistance Requirements and the terms and conditions set forth in this Agreement.

1.5. USFWS requires that non-federal funds equal to \$110,825.00 (25%) of the total estimated program costs, as set forth in the Federal Grant Application, must be provided as a match for the Federal Grant Funds.

1.6. Concurrently with this Agreement, the El Dorado County, Board of Supervisors, has approved to provide all the non-federal share of funding from the Ecological Preserve Special Revenue Fund for the Acquisition.

2. **SCOPE OF AGREEMENT**

2.1. Pursuant to Chapter 4 of Division 2 (commencing with Section 1300) of the California Fish and Game Code and the Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(b/c), WCB hereby subgrants to Subgrantee Federal Grant Funds in a sum not to exceed Three Hundred Thirty Two Thousand and Four Hundred Seventy Five Dollars (\$332,475.00) (the "Subgrant Funds"), upon and subject to the terms and conditions of this Agreement.

3. **PURPOSES OF SUBGRANT**

3.1. WCB is entering into this Agreement, and the Subgrant Funds shall be used, only for the purpose of facilitating Subgrantee's purchase of fee title to approximately 22± acres of land known as Cameron Meadows, Phase II and designated Assessor's Parcel No(s). 070-011-48, located in the County of El Dorado, California (the "Property"). The Property is more particularly described in **Exhibit A** attached to this Agreement.

3.2. Subgrantee covenants and agrees that if WCB requests disbursement of the Subgrant Funds and Subgrantee acquires the Property, the Property shall be held and used for the purposes of protecting gabbroic habitat that supports six special status plant species which includes, but is not limited to, the Pine Hill ceanothus, Stebbins' morning glory, El Dorado bedstraw, Layne's butterweed, El Dorado mule ears and the Red Hills soap root; and providing an important breeding, foraging, and migration corridor for terrestrial wildlife species, song birds and raptors (individually and collectively, the "Purposes of Subgrant").

4. **CONDITIONS PRECEDENT TO SUBGRANT**

4.1. The obligation of WCB under this Agreement to request disbursement of the Subgrant Funds is conditioned upon and subject to the satisfaction of all of the following conditions precedent:

- a. WCB shall have reviewed and approved all documents pertaining to Subgrantee's acquisition of the Property, including but not limited to appraisals, preliminary title reports and items referenced therein, options, agreements for purchase and sale, escrow instructions, closing or settlement statements, and instruments of conveyance. Such review and approval by WCB shall not be unreasonably delayed or withheld. Subgrantee shall have removed or caused to be removed, or otherwise addressed to the satisfaction of WCB, any encumbrances or defects of title that WCB determines are inconsistent or could interfere with the Purposes of Subgrant. Any outstanding security interests or monetary encumbrances affecting the Property shall have been terminated or the holder of the encumbrance shall have irrevocably committed to remove its

security interest or monetary encumbrance prior to the recording of the deed(s) conveying the Property to Subgrantee.

b. Subgrantee shall have provided WCB with a letter or other written acknowledgment (which may be contained in the Subgrantee's option or purchase agreement with the landowner) demonstrating that the landowner is a willing seller of the Property.

c. The purchase price of the Property shall not exceed its fair market value as established by an appraisal that is conducted by an appraiser who is licensed pursuant to Part 3 (commencing with Section 11300) of Division 4 of the California Business and Professions Code. The appraisal shall have been prepared pursuant to the Uniform Appraisal Standards for Federal Land Acquisitions ("UASFLA") and the Uniform Standards of Professional Appraisal Practice ("USPAP"), and approved by the California Department of General Services ("DGS Review"). The appraisal and DGS Review shall also have been submitted to and approved in writing by USFWS. The appraisal shall become part of the project file maintained by WCB and shall be retained for no less than three years from the date WCB requests disbursement of the Subgrant Funds from the federal Payment Management System.

d. Subgrantee shall have provided WCB with written certification that the Acquisition is not intended, and shall not serve, to satisfy any local, State or federal regulatory requirement (e.g., mitigation for any local, State or federal permit), including but not limited to complying with a biological opinion under Section 7 of the Endangered Species Act of 1973, 16 U.S.C. Section 1361 *et seq.*, as amended ("ESA"), or fulfilling commitments of a Habitat Conservation Plan under Section 10 of the ESA. Upon approval by WCB, this certification shall be attached to this Agreement as **Exhibit B**.

e. Subgrantee shall have provided WCB with a written commitment to funding for, and implementation of, management of the Property in perpetuity consistent with the Purposes of Subgrant. Upon approval by WCB, this commitment shall be attached to this Agreement as **Exhibit C**.

f. Subgrantee shall have provided WCB with assurances and certifications of compliance with federal requirements (*i.e.*, Standard Form 424-D available at <http://fawiki.fws.gov/download/attachments/5931154/sf424d-f.pdf?version=1&modificationDate=1391198142000&api=v2>). Upon execution by Subgrantee, these assurances and certifications shall be attached to this Agreement as **Exhibit D**.

g. WCB shall have reviewed and approved a certified resolution or other appropriate action of the governing board or governing body of Subgrantee, authorizing the execution and performance of this Agreement and the acquisition of the Property by Subgrantee. Upon approval by

WCB the authorizing resolution or other action shall be attached to this Agreement as **Exhibit E**.

h. WCB shall be ready, willing and able to request payment of the Subgrant Funds from the federal Payment Management System for deposit with the State Treasurer's Office.

i. WCB shall be ready, willing and able to request disbursement of the Subgrant Funds from the State Treasury for deposit into an escrow account designated by Subgrantee that has been established specifically for the purpose of the Acquisition (the "Escrow").

j. Subgrantee shall have deposited, or caused to be deposited, into the Escrow all funds beyond those granted under this Agreement that are needed for Subgrantee to complete the Acquisition.

k. WCB shall have confirmed that the non-Federal share of funding required for the Acquisition has been provided.

5. DISBURSEMENT PROCEDURE

5.1. Upon satisfaction of all the Conditions Precedent to Subgrant set forth in Section 4.1 a – g, j and k, above, and subject to approval of the acceptance of the Subgrant Funds and the subgrant by the Wildlife Conservation Board at a duly noticed public meeting, Subgrantee shall send a letter to WCB (the "Disbursement Request"), asking it to request disbursement of the Subgrant Funds from (a) the federal Payment Management System for deposit with the State Treasurer's Office and following such deposit, (b) the State Treasury for deposit into Escrow. The Disbursement Request shall be signed by an authorized representative of Subgrantee and shall contain all of the following:

- a. Name and address of Subgrantee;
- b. Project Name and Number of Agreement;
- c. Dollar amount and purpose of disbursement;
- d. Name, address and telephone number of the title company or escrow holder, and the account number of the Escrow to which the Subgrant Funds will be disbursed; and
- e. A certification by Subgrantee that all funds (exclusive of the Subgrant Funds to be provided under this Agreement) needed to complete the Acquisition have been secured and have been or will be deposited to Escrow at or about the same date as the requested Subgrant Funds.

5.2. After receipt of a complete and proper Disbursement Request, WCB will promptly and timely (estimated to be 45 working days from the date the WCB receives the Disbursement Request) request payment from the federal Payment Management System to the State Treasurer's Office of an amount not to exceed Three Hundred Thirty Two Thousand Four Hundred Seventy Five Dollars (\$332,475.00) for deposit into the State Treasury. After such deposit, WCB will promptly and timely request payment of the same amount from the State Treasury for deposit into Escrow.

6. SUBGRANTEE'S COVENANTS

6.1. In consideration of the subgrant of the Subgrant Funds, Subgrantee hereby covenants and agrees as follows:

a. The Subgrant Funds shall be used as purchase money only, which excludes escrow and title fees and any other fees and costs incurred to accomplish the transaction and the conveyance and acquisition of the Property.

b. The Property shall be held and used only in a manner that is consistent with this Agreement, including the "Purposes of Subgrant" set forth in Section 3.2.

c. The Property shall be set aside in perpetuity for the purposes of conservation, including the Purposes of Subgrant.

d. Subgrantee shall comply with the terms and conditions of the award of Federal Grant Funds to CDFW, to the extent such terms and conditions are applicable to Subgrantee, the Subgrant Funds or the Property. Such terms and conditions are contained in the Federal Assistance Requirements.

e. Subgrantee shall recognize the cooperative nature of the Acquisition and shall provide credit to WCB, CDFW, USFWS, and any other contributor on signs, demonstrations, promotional materials, advertisements, publications or exhibits prepared or approved by Subgrantee which reference the Acquisition. Subject to the mutual agreement of WCB and Subgrantee regarding text, design and location, Subgrantee shall post sign(s) on the Property to indicate the participation of WCB, CDFW and USFWS in Subgrantee's purchase of the Property; *provided however*, that the sign(s) shall display the logo of WCB, as shown on **Exhibit F**.

f. The Property (including any portion of it or any interest in it) shall not be sold, transferred, exchanged, or otherwise conveyed without the written approval of the State of California (the "State"), acting through the Executive Director of WCB, or its successor, and USFWS (to the extent required pursuant to the Federal Assistance Requirements). The State shall not unreasonably withhold its approval as long as the Property shall continue to be held and used only in a manner consistent with this Agreement, including but not limited to Sections 6.1 (b) and (c), and each successor-in-interest assumes and agrees in

a writing reasonably acceptable to the State to be bound by the terms, covenants and conditions of this Agreement.

g. The Property (including any portion of it or interest in it) may not be used as security for any debt without the written approval of the State, acting through the Executive Director of WCB, or its successor, and USFWS (to the extent required pursuant to the Federal Assistance Requirements).

h. Subgrantee shall record or cause to be recorded, concurrently with close of escrow for the purchase of the Property, a Notice of Unrecorded Subgrant Agreement (the "Notice"), incorporating by reference this Agreement and giving public notice that Subgrantee received funds under this Agreement in order to assist Subgrantee in acquiring the Property and that, in consideration for the receipt of the Subgrant Funds, Subgrantee has agreed to the terms of this Agreement. The Notice shall be in the form of **Exhibit G**.

i. Subgrantee shall provide to WCB, promptly following the close of escrow, a conformed copy of the recorded deed(s) and Notice, with all recording information set forth thereon, as well as a copy of the final Escrow closing or settlement statement and the title insurance policy insuring Subgrantee as the owner of fee simple title to the Property. Subgrantee shall also provide copies of such other documents related to the closing of the Acquisition as requested by WCB. These documents shall become part of the project file maintained by WCB. Upon receipt of the above documents from Subgrantee, WCB will provide USFWS with a copy of all documents for their files.

j. At the request of WCB, not less than once in any period of three calendar years, Subgrantee shall allow designated staff or representatives of WCB, CDFW and USFWS to access the Property to assess compliance with the terms, covenants, and conditions of this Agreement. *Provided, however*, that if more frequent access is necessary to comply with applicable federal requirements (including, but not limited to, 50 C.F.R. Section 81.13) then Subgrantee shall allow designated staff or representatives of WCB, CDFW and USFWS access to the Property at such intervals as WCB, CDFW or USFWS considers appropriate to meet federal requirements to which it is subject.

k. Subgrantee agrees to ensure that the terms and conditions of this Agreement shall be taken into account when calculating the Baseline/Business As Usual of the Property for purposes of establishing carbon credits or other emissions offsets proposed to be authorized, created, sold, exchanged or transferred. Subgrantee agrees to notify WCB prior to any such proposed establishment.

7. BREACH AND DEFAULT

7.1. In the event of a breach of any of the terms, covenants or conditions of this Agreement, WCB shall give written notice to Subgrantee, describing the breach. Notice shall be deemed given when personally delivered or deposited in the United States Mail, postage prepaid, or with a reliable over-night courier, addressed to Subgrantee at Subgrantee's address for notices set forth at the beginning of this Agreement (or such changed address of which Subgrantee has notified WCB in writing pursuant to this Agreement).

7.2. If Subgrantee does not cure the breach within 90 days of the date a notice of breach is given or, if the breach is not curable within said 90-day period, Subgrantee does not commence the cure within the 90-day period and diligently pursue it to completion, then Subgrantee shall be in default ("Default") under this Agreement.

7.3. Subgrantee shall also be in Default under this Agreement upon the discovery that information given to WCB by or on behalf of Subgrantee under or in connection with obtaining this Agreement was materially false or misleading. Notice of a Default under this Section 7.3 shall be given in accordance with Section 7.1.

8. REMEDIES

In the event of a Default under this Agreement, in addition to any and all remedies available at law or in equity, WCB shall have the following remedies:

8.1. WCB may seek specific performance of this Agreement. Subgrantee agrees that payment by Subgrantee to WCB of an amount equal to the Subgrant Funds disbursed under this Agreement would be inadequate compensation for any Default because the benefit to be derived from full compliance by Subgrantee with the terms of this Agreement is for the purposes of protecting gabbroic habitat that supports six special status plant species which includes, but is not limited to, the Pine Hill ceanothus, Stebbins' morning glory, El Dorado bedstraw, Layne's butterweed, El Dorado mule ears and the Red Hills soap root; and providing an important breeding, foraging, and migration corridor for terrestrial wildlife species, song birds and raptors (individually and collectively, the "Purposes of Subgrant").and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by way of Subgrant Funds under this Agreement.

8.2. WCB may require Subgrantee to convey a conservation easement over the Property in favor of the State or, at the election of WCB, another entity or organization authorized by California law to acquire and hold conservation easements. Furthermore, WCB may also require Subgrantee to pay a sum to WCB which, when combined with the fair market value of the conservation easement, equals the amount of Subgrant Funds provided by this Agreement, together with interest compounded semi-annually starting from the date of disbursement of the Subgrant Funds to the State Treasurer's Office to and including the date of payment, at a rate equivalent to the higher of (a) that which is being earned at the time of Default on deposits in the State of California's

Pooled Money Investment Account or (b) the applicable rate of interest under the Federal Assistance Requirements. The conservation easement shall be for the purposes of protecting gabbroic habitat that supports six special status plant species which includes, but is not limited to, the Pine Hill ceanothus, Stebbins' morning glory, El Dorado bedstraw, Layne's butterweed, El Dorado mule ears and the Red Hills soap root; and providing an important breeding, foraging, and migration corridor for terrestrial wildlife species, song birds and raptors (individually and collectively, the "Purposes of Subgrant"). The value of the conservation easement shall be determined by an appraisal that is conducted by an appraiser who is licensed pursuant to Part 3 (commencing with Section 11300) of Division 4 of the Business and Professions Code and acceptable to WCB. The appraisal shall be prepared pursuant to UASFLA and USPAP and approved by DGS.

8.3. Intentionally Left Blank.

8.4. Despite the contrary provisions of Article 7 of this Agreement, if WCB determines that circumstances require immediate action to prevent or mitigate interference with the Purposes of Subgrant or other irreparable harm arising from a breach or threatened breach of this Agreement, then WCB may pursue its remedies without waiting for the period provided for cure to expire.

8.5. CDFW, as the grantee under the Federal Grant Agreement, shall be an express third-party beneficiary of this Agreement and shall have the same rights and remedies as WCB in the event of a breach or Default by Subgrantee.

9. NONPROFIT ORGANIZATION SUBGRANTEE

9.1. If Subgrantee is a nonprofit organization and the existence of Subgrantee is terminated for any reason, title to all interest in the Property acquired with Subgrant Funds shall immediately vest in the State. However, prior to that termination, upon approval of the State, acting through the Executive Director of WCB or its successor, another public agency or nonprofit organization may receive title to all or a portion of that interest in the Property by recording its acceptance of title in writing. Any deed or other instrument of conveyance whereby the Property or any interest in it is being acquired by a nonprofit organization pursuant to this Section 9.1 shall be recorded and shall set forth the executory interest or right of entry on the part of the State.

10. TERM

10.1. This Agreement shall be deemed executed and effective when signed by an authorized representative of each party and received in the respective offices of Subgrantee and WCB, together with the certifications, commitment and resolution described in Section 4.1 (d) – (g) (the "Effective Date"). Subgrantee and WCB shall each sign two original counterparts of this Agreement. Subgrantee shall receive one completely executed original and WCB shall receive one completely executed original.

10.2. The term of this Agreement will commence on the Effective Date and, unless previously terminated as provided in Section 10.3, will expire on November 19, 2016 if escrow has not closed by that date.

10.3. Prior to Subgrantee's close of escrow for acquisition of the Property, either party may terminate this Agreement for any reason or for no reason, by providing the other party with not less than 15 days' written notice of such termination. Notice shall be given in the same manner as specified in Section 7.1. If this Agreement is terminated after the deposit of the Subgrant Funds into Escrow but before close of escrow for Subgrantee's acquisition of the Property, Subgrantee shall cause the escrow holder to immediately return all Subgrant Funds to (or as instructed by) WCB and Subgrantee shall bear all costs and expenses of such termination.

10.4. In the event this Agreement is terminated in accordance with its terms, neither party shall have any rights nor remedies against the other party except as provided herein.

10.5. The provisions of this Agreement that are not fully performed as of the close of escrow, including but not limited to Sections 3 (Purposes of Subgrant), 6 (Subgrantee's Covenants), 7 (Breach and Default) and 8 (Remedies) shall survive the close of escrow for Subgrantee's acquisition of the Property and remain in full force and effect.

11. LIABILITY, MODIFICATIONS, INTERPRETATION

11.1. Subgrantee shall indemnify, protect and hold harmless WCB, CDFW, the State of California; and their respective members, directors, officers, agents, and employees (each an "Indemnified Party"), from and against any and all claims, demands, damages, liabilities, losses, costs (including attorneys' fees) and expenses (collectively, "Claims") arising out of, connected with, or incident to this Agreement or the acquisition, ownership, use, management, operation or maintenance of the Property, except that Subgrantee shall have no obligation to indemnify or hold harmless an Indemnified Party for Claims caused by the negligent or wrongful act of that Indemnified Party.

11.2. This Agreement may be modified only by written amendment signed by WCB and Subgrantee. No prior or contemporaneous oral understanding or agreement not incorporated in this Agreement shall be binding on either of the parties.

11.3. All references herein to "Subgrantee" are intended to refer to Subgrantee or its designee, successor or assignee as may be approved by WCB.

11.4. If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable, that shall not affect any other provision of this Agreement or applications of the Agreement that can be given effect without the invalid provision or application and to this end the provisions of this Agreement are severable.

11.5. Subgrantee, its officers, directors, employees, agents and representatives, is each acting in an independent capacity in entering into and carrying out this Agreement, and not as a partner, member, director, officer, agent, employee or representative of WCB, CDFW or the State of California.

11.6. This Agreement is not assignable or transferable by Subgrantee, either in whole or in part, except in connection with a transfer of the Property approved by WCB under Section 6.1 (f) of this Agreement.

11.7. Any costs incurred by WCB or CDFW, where it is the prevailing party, in enforcing the terms of this Agreement against Subgrantee, including but not limited to costs of suit, attorneys' and experts' fees, at trial and on appeal, and costs of enforcing any judgment, shall be borne by Subgrantee.

11.8. Enforcement of the terms of this Agreement by WCB or CDFW shall be at its discretion, and any forbearance by WCB or CDFW to exercise its rights under this Agreement shall not be deemed or construed to be a waiver of such term or of any subsequent breach of the same or any other term of this Agreement or any of the rights of WCB or CDFW under it.

11.9. WCB will notify Subgrantee as promptly as possible following its receipt of any request under the California Public Records Act (Government Code Section 6250 *et seq.*) for information related to the Acquisition.

12. CONDEMNATION

12.1. If all or any part of the Property is taken by exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation, WCB and Subgrantee shall act jointly to recover from the condemning authority the full value of the Property so taken or purchased, and all direct or incidental damages resulting therefrom. WCB shall be entitled to the share of the Award (as defined below) which equals the ratio of the Subgrant Funds to the total purchase price Subgrantee paid to acquire the Property (e.g., if Subgrantee paid a purchase price of \$2 million and the amount of Subgrant Funds was \$750,000, then WCB would be entitled to 37.5% of the Award). For purposes of this Agreement, the "Award" shall mean all compensation awarded, paid or received on account of the Property so taken or purchased, and all direct or incidental damages resulting from the taking or purchase, less all out-of-pocket expenses reasonably incurred by Subgrantee in connection with the taking or purchase.

13. AUDIT

13.1. Subgrantee shall maintain complete and accurate records of its actual project costs, in accordance with generally accepted accounting principles and practices, and shall retain said records for at least four years after the date the Subgrant Funds are deposited into Escrow. During such time, Subgrantee shall make said records available (or cause them to be made available) to the State of California for

inspection and audit purposes during normal business hours. Expenditures not documented, and expenditures not allowed under this Agreement or otherwise authorized in writing by WCB shall be borne by Subgrantee. Except to the extent the Federal Assistance Requirements (including, but not limited to, 50 C.F.R. Section 81.15) provide otherwise, the audit shall be confined to those matters connected with this Agreement, including but not limited to administration and overhead costs.

14. UNION ORGANIZING

14.1. Subgrantee hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement and certifies that:

- a. No state funds (as defined in Government Code Section 16645) disbursed by this subgrant will be used to assist, promote or deter union organizing;
- b. Subgrantee shall account for state funds disbursed for a specific expenditure by this subgrant, to show those funds were allocated to that expenditure;
- c. Subgrantee shall, where funds are not designated as described in Section 14.1(b) above, allocate, on a pro-rata basis, all disbursements that support the subgrant program; and
- d. If Subgrantee makes expenditures to assist, promote or deter union organizing, Subgrantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Subgrantee shall provide those records to the Attorney General upon request.

15. NON-DISCRIMINATION

15.1. During the performance of this Agreement, Subgrantee is subject to all Federal and State laws prohibiting discrimination including but not limited to Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794), Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12131 *et seq.*), the Age Discrimination Act of 1975 (42 U.S.C. Section 6101 *et seq.*), the Fair Employment and Housing Act (Government Code Section 12900 (a – f) *et seq.*), and applicable regulations (California Code of Regulations, Title 2, Section 7285 *et seq.*). Subgrantee shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40), sex, sexual orientation, or use of family-care leave, medical-care leave, or pregnancy-disability leave. Subgrantee shall take affirmative action to ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Such action shall include, but not be limited to,

the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Subgrantee shall comply with the regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations), which are incorporated by reference into this Agreement. Subgrantee shall give written notice of its obligations under this non-discrimination clause to labor organizations with which Subgrantee has a collective bargaining or other agreement, and shall post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this section. Subgrantee shall also include the nondiscrimination and compliance provisions of this Agreement in all contracts related to the Acquisition.

16. DRUG-FREE WORKPLACE REQUIREMENTS

16.1. Subgrantee hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1990 (Government Code Section 8350 *et seq.*) by taking all of the following actions:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace and specifying the actions to be taken against employees for violations;
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The organization's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that every employee engaged in the performance of this Agreement :
 - (i) Be given a copy of the organization's drug-free workplace policy statement; and
 - (ii) Must agree to abide by the terms of the organization's statement as a condition of employment in connection with this Agreement.

Failure to comply with the above requirements may result in suspension of payments under, or termination of, this Agreement, or both. Subgrantee may be ineligible for award of any future grants or subgrants from the State if the State determines that Subgrantee has made a false certification; or violates the certification by failing to carry out the requirements set forth above.

17. EXHIBITS

Each of the Exhibits referenced in this Agreement is incorporated by reference as though set forth in full herein. The following Exhibits are attached to this Agreement:

- Exhibit A** – Property Description and List of Assessor's Parcel Numbers
- Exhibit B** – Certification of No Regulatory Requirements
- Exhibit C** – Commitment to Management Funding
- Exhibit D** – Assurances and Certifications
- Exhibit E** – Certified Resolution or Other Action of Governing Body of Subgrantee
- Exhibit F** – WCB's Logo
- Exhibit G** – Form of Notice of Unrecorded Subgrant Agreement

18. AUTHORIZATION

The signature of the Executive Director certifies that at the Board meeting held on November 19, 2015 the Wildlife Conservation Board authorized the award of a subgrant to Subgrantee as provided in this Agreement.

IN WITNESS WHEREOF, this Subgrant Agreement is made and entered into this _____ day of _____, 20 ____, in the State of California, by and between the Wildlife Conservation Board and the County of El Dorado, each of which does hereby agree to the terms and conditions referenced on pages 1 through 14, along with Exhibits A – G, of this Agreement.

**STATE OF CALIFORNIA
WILDLIFE CONSERVATION BOARD**

By: _____
John P. Donnelly, Executive Director

**SUBGRANTEE
County of El Dorado**

By: Roger Lewis
(Name)

Title: Development Services Division Director

Date: _____

Date: 11-17-15

EXHIBIT A
(Legal Description and APN of the Property)

Real property in the unincorporated area of the County of El Dorado, State of California, described as follows:

PARCEL ONE:

All that real property situated in the County of El Dorado, State of California, described as follows:

A portion of "Tract 1" as delineated on that certain Record of Survey filed on October 3, 1990 in Book 17 of Record of Survey at Page 134 in the El Dorado County Recorder's Office, also being a portion of Section 27, Township 10 North, Range 9 East, M.D.M., more particularly described as follows:

Beginning at the Southeast corner of said "Tract 1", also being the Northeast corner of Lot 117 delineated on that certain subdivision map entitled "CAMERON VALLEY ESTATES UNIT 3" filed on November 20, 2001 in Book I at Page 116 in the El Dorado County Recorder's Office;

Thence along the East boundary of said "Tract 1" North 00 deg. 12' 16" East, 1326.79 feet;

Thence leaving said East boundary South 64 deg. 56' 56" West, 1155.09 feet;

Thence South 20 deg. 27' 53" West, 158.60 feet;

Thence South 33 deg. 34' 25" East, 136.15 feet to a point on the Northerly boundary of said "CAMERON VALLEY ESTATES UNIT 3".

Thence along the boundary of said "CAMERON VALLEY ESTATES UNIT 3" the following Six courses:

1. North 51 deg. 34' 55" East, 106.93 feet;
2. South 29 deg. 29' 24" East, 206.01 feet;
3. South 26 deg. 40' 13" East, 321.50 feet;
4. South 17 deg. 42' 33" East, 145.57 feet;
5. South 00 deg. 55' 43" East, 34.51 feet;
6. South 89 deg. 47' 44" East, 647.52 feet to the point of beginning.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR ROAD AND PUBLIC UTILITIES, DISCLOSED BY A DOCUMENT ENTITLED AS "EASEMENT AGREEMENT" RECORDED FEBRUARY 8, 2001 AS INSTRUMENT NO. 2001-0006739 OF OFFICIAL RECORDS.

**EXHIBIT A
(Conitnued)**

PARCEL THREE:

A NON-EXCLUSIVE ROAD AND PUBLIC UTILITIES EASEMENT, SIXTY FEET (60.00') WIDE, LYING THIRTY (30) FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT IN THE SOUTHERLY BOUNDARY OF SAID TRACT 1 FROM WHICH POINT THE SOUTH ¼ CORNER OF SAID SECTION 27 BEARS NORTH 89° 49' 59" EAST, 30.00 FEET; THENCE FROM SAID POINT OF BEGINNING NORTH 00° 03' 34" WEST, 160 FEET; THENCE SOUTH 89° 59' 42" EAST 224.27 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23° 13' 23" AND ARC LENGTH OF 121.60 FEET, SAID CURVE BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 78° 23' 37" EAST 120.77 FEET; THENCE NORTH 66° 46' 55" EAST, 111.54 FEET TO A POINT IN THE EASTERLY BOUNDARY OF SAID TRACT 1, TERMINUS POINT OF THE HEREIN DESCRIBED CENTERLINE.

ANY NECESSARY EXTENSIONS REQUIRED FOR DITCHES AND EMBANKMENTS SO AS TO ALLOW FOR CONSTRUCTION IN A GOOD AND WORKMAN LIKE MANNER SHALL BE PROVIDED BY THE GRANTEE OR THEIR SUCCESSOR IN INTEREST.

APN: Por. 070-011-48

EXHIBIT B

Certificate of No Regulatory Requirement

The undersigned is the Director of Development Services of the County of El Dorado, California, the Subgrantee under the California Wildlife Conservation Board Subgrant Agreement for Acquisition of Fee Interest (Agreement) of which this **Exhibit B** forms a part. Subgrantee hereby certifies to the Wildlife Conservation Board (WCB) as follows:

Subgrantee's acquisition of the Property (as defined in the Agreement) located in El Dorado County, California, Cameron Meadows, Phase II is not intended, and shall not serve, to satisfy any local, state or federal regulatory requirement (e.g., mitigation for any local, state or federal authorization or permit), including but not limited to complying with a biological opinion under Section 7 of the Endangered Species Act of 1973, 16 U.S.C. Section 1361 *et seq.*, as amended ("ESA"), or fulfilling commitments of a Habitat Conservation Plan under Section 10 of the ESA.

Subgrantee makes this Certificate with the understanding that if WCB enters into the Agreement and subgrants Federal Grant Funds (as defined in the Agreement) to Subgrantee, WCB will do so in reliance on this Certificate.

Dated: 11-17, 2015

SUBGRANTEE

County of El Dorado

By: Roger Trout

Print Name: ROGER TROUT

Title: Development Services Division Director

EXHIBIT C
Commitment for Management and Funding

The undersigned is the Director of Development Services of the County of El Dorado, California, the Subgrantee under the California Wildlife Conservation Board Subgrant Agreement for Acquisition of Fee Interest (Agreement) of which this **Exhibit C** forms a part. Subgrantee hereby commits to the Wildlife Conservation Board (WCB) as follows:

Explain the management experience and/or policies that have been adopted by your organization that qualify you to manage this property.

Subgrantee hereby commits to funding for and implementation of management of the Property (as defined in the Agreement) located in El Dorado County, California, and commonly known as Cameron Meadows, Phase II, in perpetuity consistent with the following Purposes of Subgrant:

The Property shall be held and used for the purposes of protecting gabbroic habitat that supports six special status plant species which includes, but is not limited to, the Pine Hill ceanothus, Stebbins' morning glory, El Dorado bedstraw, Layne's butterweed, El Dorado mule ears and the Red Hills soap root; and providing an important breeding, foraging, and migration corridor for terrestrial wildlife species, song birds and raptors (individually and collectively, the "Purposes of Subgrant").

Specify what you anticipate will be involved in managing the property and the associated costs. For example, cost of inspections/monitoring, manpower, fencing, etc. What is your estimate of the annual management costs?

In furtherance of the commitment set forth above, and in order to manage the property consistent with the Purposes of this Subgrant, Subgrantee (SOURCE OF FUNDS) (the "Endowment"). Specify the endowment is for this project and shall be available to manage the property in perpetuity. What factors did you consider when making the determination the endowment is sufficient to manage the property?. How will the endowment be invested to ensure there will be sufficient funds in the future for management? What will you do if the endowment runs out?

Provide additional relevant information, e.g., The Subgrant Agreement anticipates that Subgrantee may transfer the Property to [specify transferee] subject to the conditions set forth in Section ___ of the Subgrant Agreement. Upon any such transfer Subgrantee shall transfer the Endowment to the transferee.

Will the endowment be transferred with the property? If not, how will the transferee provide for management?

Subgrantee makes this Commitment with the understanding that if WCB enters into the Agreement and subgrants Federal Grant Funds (as defined in the Agreement) to Subgrantee, WCB will do so in reliance on this Commitment.

Dated: 11-17, 2015

SUBGRANTEE

County of El Dorado

By: Roger Trout

Print Name: Roger Trout

Title: Development Services Division Director

EXHIBIT D

OMB Approval No. 0348-0042

ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

Previous Edition Usable

Authorized for Local Reproduction

Standard Form 424D (Rev. 7-97)
Prescribed by OMB Circular A-102

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

SF-424D (Rev. 7-97) Back

EXHIBIT E
(Certified Resolution or Other Action of Governing Body of Subgrantee)

21. 15-0868

Community Development Agency, Development Services Division, recommending the Board support the purchase of 22.165 acres, known as Cameron Meadows Phase 2, for the purpose of rare plant mitigation and direct the County Auditor to release \$166,525 from the Ecological Preserve Special Revenue Fund to be placed in escrow for the purchase of said property by the American River Conservancy, pending review and approval from County Counsel and Risk Management.

FUNDING: Funded by the Ecological Preserve Special Revenue Fund.
(No Federal Funds)

A motion was made by Supervisor Ranalli, seconded by Supervisor Novasel to approve this matter.

Yes: 5 - Mikulaco, Veerkamp, Frentzen, Ranalli and Novasel

END 10:00 TIME ALLOCATION

EXHIBIT F
(WCB Logo)

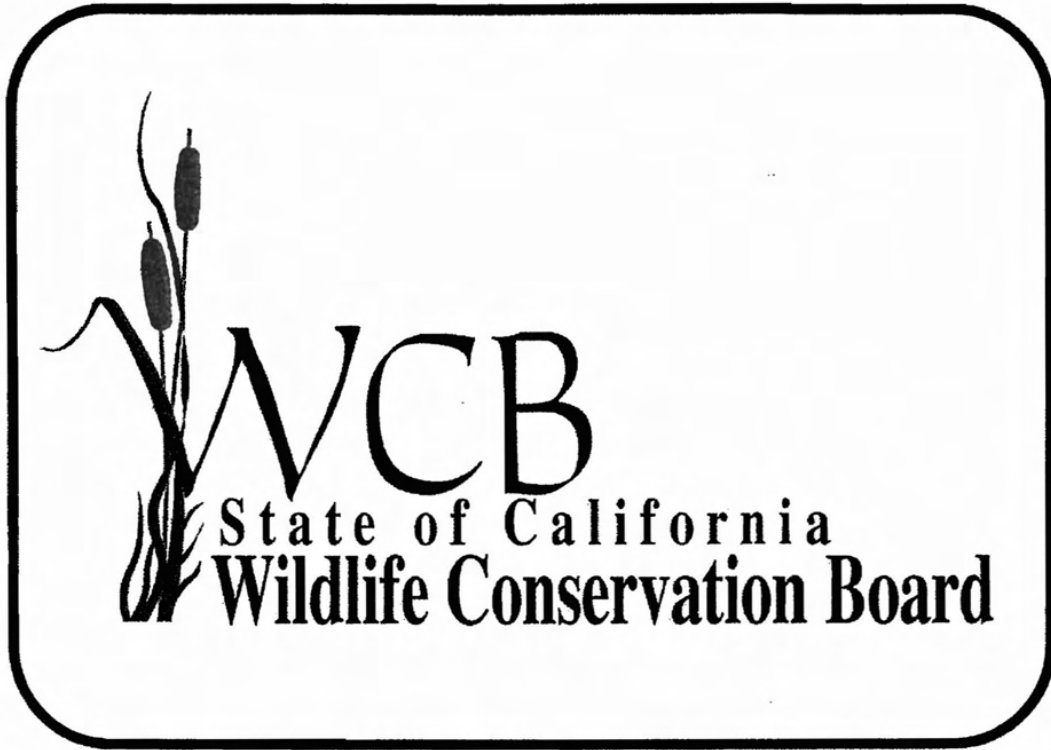


EXHIBIT G

(Notice of Unrecorded Subgrant Agreement)

RECORDING REQUESTED BY:

[Insert Name and Address
of Subgrantee]

)
)
)
)
)

WHEN RECORDED, RETURN TO:

State of California)
Wildlife Conservation Board)
Attn: Executive Director)
Mailing address: 1416 9th St., Ste. 1266)
Sacramento, CA 95814)

Project Name: Cameron Meadows, Phase II
County: El Dorado
APN: 070-011-48

Space above line for Recorder's use

**NOTICE OF UNRECORDED SUBGRANT AGREEMENT
(WITH COVENANTS AFFECTING REAL PROPERTY)**

This Notice of Unrecorded Subgrant Agreement ("Notice"), dated as of _____, 20____, is made by _____ ("Subgrantee") and recorded concurrently with the Deed described below, to provide notice of an agreement between Subgrantee and the Wildlife Conservation Board ("WCB"), a subdivision of the State of California, affecting the real property described below.

1. WCB and Subgrantee have entered into the California Wildlife Conservation Board Subgrant Agreement for Acquisition of Fee Interest, WCB Subgrant Agreement No. SG-1515JY Section 6 Grant Agreement No. F14AP00935 ("Subgrant" or "Agreement"), pursuant to which WCB subgrants to Subgrantee certain Federal Grant Funds for Subgrantee's acquisition of fee title to approximately 22± acres of real property located in the County of El Dorado, California (the "Property"), by Grant Deed (the "Deed") from Linda E. Street, Trustee of the Street Family Trust; Wendy S. Wythe, Trustee of the Wendy Susan Wythe Revocable Trust; Douglas and Marchelle Phimister; David and Melode Weiner. The Property is legally described in **Exhibit A** attached to this Notice and incorporated in it by this reference. Initial-capitalized terms used in this Notice and not otherwise defined shall have the meaning set forth in the Subgrant.

2. Subgrantee agrees under the terms of the Subgrant to execute this Notice to give notice that Subgrantee received funds under the Agreement to assist Subgrantee in acquiring the Property and that, in consideration of the Subgrant Funds, Subgrantee has agreed to the terms of the Subgrant. The Subgrant is incorporated by reference into this Notice.

3. Subgrantee covenants and agrees in Section 6.1 of the Agreement as follows:

3.1. The Property shall be held and used only in a manner that is consistent with the Agreement, including the following "Purposes of Subgrant" set forth in Section 3.2 of the Agreement:

The Property shall be held and used for the purposes of protecting gabbroic habitat that supports six special status plant species which includes, but is not limited to, the Pine Hill ceanothus, Stebbins' morning glory, El Dorado bedstraw, Layne's butterweed, El Dorado mule ears and the Red Hills soap root; and providing an important breeding, foraging, and migration corridor for terrestrial wildlife species, song birds and raptors (individually and collectively, the "Purposes of Subgrant"). [

3.2. The Property shall be set aside in perpetuity for the purposes of conservation, including the Purposes of Subgrant.

3.3. Subgrantee shall comply with the terms and conditions of the award of Federal Grant Funds to the California Department of Fish and Wildlife ("CDFW"), to the extent such terms and conditions are applicable to Subgrantee, the Subgrant Funds or the Property.

3.4. The Property (including any portion of it or any interest in it) shall not be sold, transferred, exchanged or otherwise conveyed without the written approval of the State of California (the "State"), acting through the Executive Director of WCB, or its successor, and the U.S. Department of the Interior, Fish and Wildlife Service ("USFWS") (to the extent required pursuant to the Federal Assistance Requirements).

3.5. The Property (including any portion of it or any interest in it) may not be used as security for any debt without the written approval of the State, acting through the Executive Director of WCB, or its successor, except to the extent the use of the Property as security is prohibited or limited by the Federal Assistance Requirements.

3.6. At the request of WCB, not less than once in any period of three calendar years, Subgrantee shall allow designated staff or representatives of WCB, CDFW and USFWS to access the Property to assess compliance with the terms, covenants and conditions of this Agreement. Provided, however, that if more frequent access is necessary to comply with applicable federal requirements (including, but not limited to, 50 C.F.R. Section 81.13) then Subgrantee shall allow designated staff or representatives of WCB, CDFW and USFWS access to the Property at such intervals as WCB, CDFW or USFWS considers appropriate to meet federal requirements to which it is subject.

4. Pursuant to Section 8 of the Agreement, in the event of a Default under the Agreement, in addition to any and all remedies available at law or in equity, WCB may seek specific performance of the Subgrant and may require Subgrantee to convey a conservation easement over the Property in favor of the State (or, at the election of WCB, another entity or organization authorized by California law to acquire and hold conservation easements), and to pay a sum to WCB which, when combined with the fair market value of the conservation easement, equals the amount of Subgrant Funds provided by the Agreement, together with interest thereon as provided in the Agreement. CDFW, as the Grantee under the Federal Grant Agreement, shall be an express third-party beneficiary of the Agreement and shall have the same rights and remedies as WCB in the event of a breach or Default by Subgrantee.

5. Pursuant to Section 9 of the Agreement, if Subgrantee is a nonprofit organization and the existence of Subgrantee is terminated for any reason, title to all interest in the Property acquired with Subgrant funds shall immediately vest in the State. However, prior to that termination, upon approval of the State, acting through the Executive Director of WCB or its successor, another public agency or nonprofit organization may receive title to all or a portion of that interest in the Property by recording its acceptance of title in writing. Any deed or other instrument of conveyance whereby the Property or any interest in it is being acquired by a nonprofit organization pursuant to this section shall be recorded and shall set forth the executory interest or right of entry on the part of the State.

6. Pursuant to Section 10 of the Agreement, the provisions of the Subgrant that are not fully performed as of the close of escrow shall survive the close of escrow for Subgrantee's acquisition of the Property and shall remain in full force and effect.

7. Pursuant to Section 11 of the Agreement, the Subgrant shall be binding upon Subgrantee and all designees, successors and assigns of Subgrantee.

8. Pursuant to Section 12 of the Agreement, if all or any part of the Property is taken by exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation, WCB and Subgrantee shall act jointly to recover from the condemning authority the full value of the Property so taken or purchased, and all direct or incidental damages resulting therefrom. WCB shall be entitled to the share of the Award which equals the ratio of the Subgrant Funds provided by WCB to the total purchase price Subgrantee paid to acquire the Property.

9. This Notice is solely for the purpose of recording and in no way modifies the provisions of the Agreement. Subgrantee and WCB each has rights, duties and obligations under the Agreement which are not set forth in this Notice. To the extent the terms of this Notice conflict with the Agreement, the terms of the Agreement shall govern and control.

10. For additional terms and conditions of the Agreement, reference should be made to the California Wildlife Conservation Board Subgrant Agreement for Acquisition of Fee Interest by and between WCB and Subgrantee that commenced _____, 20____, and is on file with the Wildlife Conservation Board, 1700 9th St., 4th Floor, Sacramento, California 95811; *mailing address*: Wildlife Conservation Board, c/o Department of Fish and Wildlife, P. O. Box 944209, Sacramento, CA 94244-2090.

SUBGRANTEE:

Roger Trout EL Dorado County

By: Roger Trout

Print Name: Roger Trout

Title: Director Development Services Division

[Notary Acknowledgment]