

RECORDING REQUESTED BY:

County of El Dorado)
2850 Fairlane Court)
Placerville, California 95667)
)
)
)

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 November 19, 2015, is made by the County of El Dorado ("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 Elaine Street, Trustee of The Street Family Trust and David Weiner and Melode A. Weiner, husband and wife as joint tenants and Douglas C. Phimister and Marchelle Phimister, husband and wife as joint tenants and Wendy S. Wythe, Trustee(s), or Successor Trustee(s), of The Wendy S. Wythe Revocable Trust, under Declaration of Trust dated March 25, 2011. 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.

EXHIBIT E

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.

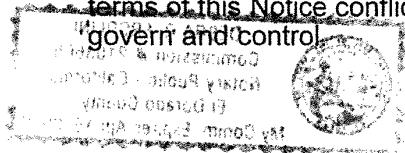
5. Pursuant to Section 9 of the Agreement, if Subgrantee is a nonprofit organization and the existence of Subgrantee is terminated for any reason, title to all interest in the Property acquired with Subgrant funds shall immediately vest in the State. However, prior to that termination, upon approval 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



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 November 19, 2015, 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:

County of El Dorado

By: Roger Trout

Print Name: ROGER TROUT

Title: Development Services Division Director

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**STATE OF CALIFORNIA
COUNTY of EL DORADO**

On November 23, 2015, before me,
Debra R. Ercolini, Notary Public
(insert name and title of the officer)

personally appeared Roger Trout, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies); and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Debra R. Ercolini (Seal)

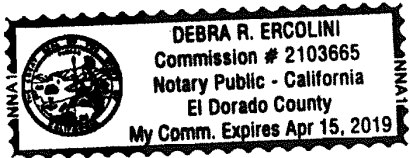


EXHIBIT A
(Legal Description and APN of the Property)

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.

2015

EXHIBIT A
(Continued)

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