

SACRAMENTO DISTRICT CALIFORNIA IN-LIEU FEE PROGRAM

CREDIT TRANSFER AGREEMENT

Contract #: 00007

This Credit Transfer Agreement (“Agreement”) is entered into this ____ day of _____, 2015, by and between THE NATIONAL FISH AND WILDLIFE FOUNDATION (“Program Sponsor”) and the City of Placerville (“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 Blairs Lane Bridge Replacement (25C-0012 project) in Placerville, El Dorado County, California, in accordance with Nationwide Permit Number NWP 14 Linear Transportation Projects and special conditions, as set forth in a Department of the Army, U.S. Army Engineer District, Sacramento Corps of Engineers, Regulatory Division (SPK-2006-01057) letter to the City of Placerville, dated May 12, 2015, which authorized work, including discharges of dredged or fill material, in waters of the United States to replace the obsolete Blairs Lane Bridge along Hangtown Creek and to improve traffic safety. Specifically, the Project Applicant seeks to compensate for the loss of 0.008 acres of riverine habitat (Hangtown Creek) by purchasing credits from ILF Program in accordance with such letter, as described in Exhibit “A” attached hereto; and

E. Project Applicant has been authorized by the May 12, 2015 letter referenced in paragraph D above to purchase “0.03048 riverine resource credits from the National Fish and Wildlife Foundation’s (NFWF) Sacramento District California In-Lieu Fee Program.” These wetland resources are covered by the ILF Program’s Aquatic Resource Credits in the American River Aquatic Resource Service Area, 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 four hundredths (0.04) Aquatic Resource Credit in the American River Aquatic Resource Service Area;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Program Sponsor hereby agrees to transfer to Project Applicant from the ILF Program four hundredths (0.04) Aquatic Resource Credit in the American River Aquatic Resource Service Area ("Purchased Credits") for the purchase price of seventeen thousand eight hundred dollars (\$17,800.00) ("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 cashier's check or wire transfer (in accordance with written instructions provided to Project Applicant from Program Sponsor) within thirty (30) days of the date of execution of this Agreement, or this Agreement will be considered null and void.

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:
City of Placerville

By: _____ Date: _____

Exhibit "A"

**DESCRIPTION OF PROJECT
REQUIRING COMPENSATORY MITIGATION**

Department of the Army, U.S. Army Engineer District, Sacramento Corps of Engineers, Regulatory Division (SPK-2006-01057) letter to the City of Placerville, dated May 12, 2015, authorizes the Blairs Lane Bridge Replacement (25C-0012 project) in Placerville, El Dorado County, California, that involves work, including discharges of dredged or fill material, in waters of the United States to replace the obsolete Blairs Lane Bridge along Hangtown Creek and to improve traffic safety, and requires the purchase of "0.03048 riverine resource credits from the National Fish and Wildlife Foundation's (NFWF) Sacramento District California In-Lieu Fee Program for the American Aquatic Resource Service Area" to mitigate for the loss of 0.008 acres of riverine habitat (Hangtown Creek).

Exhibit "B"

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

Contract # 00007

In consideration of the sum of seventeen thousand eight hundred dollars (\$17,800.00), receipt of which is hereby acknowledged, the National Fish and Wildlife Foundation ("Program Sponsor") does hereby sell and transfer to City of Placerville ("Project Applicant"), four hundredths (0.04) Aquatic Resource Credit in the American River Aquatic Resource 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 four hundredths (0.04) Aquatic Resource Credit in the American River Aquatic Resource 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: City of Placerville
Address: 487 Main Street, Placerville, California 95667
Telephone: (530) 642-5557
Contact: Nathan Stong or Katy Reierson

PROJECT INFORMATION

Project Description: Mitigation for loss of 0.008 acres of riverine habitat (Hangtown Creek) as required by USACE SPK-2006-01057 letter to the City of Placerville, dated May 12, 2015, for the Blairs Lane Bridge Replacement (25C-0012 project) in Placerville, El Dorado County, California, to complete work, including discharges of dredged or fill material, in waters of the United States to replace the obsolete Blairs Lane Bridge along Hangtown Creek and to improve traffic safety.

Project Location: Section 8, Township 10 North, Range 11 East, Mount Diablo Base and Meridian, Latitude 38.73140°, Longitude -120.78317° (from USACE SPK-2006-01057), Placerville, El Dorado County, California

Agency File Numbers: USACE SPK-2006-01057

Credits Transferred: Four hundredths (0.04) Aquatic Resource Credit to mitigate for the loss of 0.008 acres of riverine habitat (Hangtown Creek).

ILF Program Service Area: American River Aquatic Resource Service Area

PAYMENT INFORMATION

Payee: National Fish and Wildlife Foundation

Payor: City of Placerville

Amount: Seventeen thousand eight hundred dollars (\$17,800.00)

Method of payment: Wire Transfer _____ Check No. _____ Money Order No. _____

Received by: _____ Date: _____
(Signature)

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