

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

230



**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
January 12, 2011

**SUBJECT:** Approval of California Wildlife Board Subgrant Agreement and Adoption of Resolution No. 2011-017 Authorizing Acceptance of Grant Funds.

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the California Wildlife Conservation Board Subgrant Agreement for Acquisition of Fee Interest and Authorize the Assistant County Executive Officer/EDA to execute said Agreement and all other documents necessary to accept grant funds for the purchase of Assessor Parcel Numbers 465-020-010 and 465-020-011; and
2. Adopt Resolution No. 2011 – 017 Authorizing the Acceptance of said Grant Funds.

**BACKGROUND:** On October 19, 2010, the Board of Supervisors adopted Resolution No. 2010-295 issuing a Notice of Intention to Purchase Real Property and on December 7, 2010 adopted Resolution No. 2010-296 authorizing the Purchase of Real Property. Additionally, on December 7<sup>th</sup> the Board approved the Agreement of Purchase and Sale and Joint Escrow Instructions for the purchase of Assessor Parcel Numbers 465-020-010 and 465-020-011.

Continued on Page 2

*Robert Field*  
Robert Field, Assistant County Executive Officer/Riverside  
County Economic Development Agency

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ N/A	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ N/A	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ N/A	For Fiscal Year:	N/A

<b>SOURCE OF FUNDS:</b>	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE

**County Executive Office Signature** BY: *Jennifer Sargent*  
Jennifer Sargent

FISCAL PROCEDURES APPROVED  
 PAUL ANGUILO, CPA, AUDITOR-CONTROLLER  
 BY: *Samuel Wong* 1/12/11  
 SAMUEL WONG  
 FORM APPROVED COUNTY COUNSEL  
 BY: *Karin L. Watts-Bazan* 1/10/11  
 KARIN L. WATTS-BAZAN  
 DATE: 1/10/11  
 Dept Recomm.:  
 Per Exec. Ofc.:

**Prev. Agn. Ref.:** 3.17 of 10/19/10; 3.15a of 12/7/10; 3.15b of 12/7/10 | **District:** 3 | **Agenda Number:**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

3.9

RE: Approval of California Wildlife Board Subgrant Agreement and Adoption of Resolution No. 2011 - 017 Authorizing Acceptance of Grant Funds.

Date: January 12 , 2011

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On both dates, the Board was advised that approximately \$4,600,000.00 of Wildlife Conservation Board (WCB) grant funds would be applied for in order to complete the purchase of the aforementioned property. Attached for your consideration is the WCB Subgrant Agreement providing the \$4,622,400.00 in grant funds necessary to complete the purchase of this property. We have been advised by WCB staff that the WCB will consider approving this Subgrant Agreement on February 24, 2011.

Additionally, one of the requirements for accepting the grant funds is that the County adopt a resolution authorizing the acceptance of the WCB grant funds for this acquisition. We are therefore requesting that the Board also consider adoption of Resolution No. 2011- 017 authorizing the acceptance of said funds.

2  
3 RESOLUTION NO. 2011-017

4 AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE WILDLIFE CONSERVATION  
5 BOARD FOR ACQUISITION OF ASSESSOR PARCEL NUMBERS 4650020-010 AND 465-020-011

6 **WHEREAS**, the County of Riverside has determined that Assessor Parcel Numbers 465-  
7 020-010 and 465-020-011 are described for conservation pursuant to the Western Riverside  
8 County Multiple Species Habitat Conservation Plan (MSHCP);

9 **WHEREAS**, the County of Riverside believes that Assessor Parcel Numbers 465-020-  
10 010 and 465-020-011 will contribute to the reserve assembly goals of the MSHCP;

11 **WHEREAS**, on October 19, 2010, the Board of Supervisors adopted Resolution No.  
12 2010-295 issuing a Notice of Intention to Purchase Real Property described as Assessor Parcel  
13 Numbers 465-020-010 and 465-020-011 authorizing the Economic Development Agency to  
14 negotiate the purchase of the subject property;


15 **WHEREAS**, on December 7, 2010, the Board of Supervisors adopted Resolution No.  
16 2010-296 authorizing the Purchase of Real Property described as Assessor Parcel Numbers 465-  
17 020-010 and 465-020-011 and approving the Agreement of Purchase and Sale and Joint Escrow  
18 Instructions; and

19 **WHEREAS**, the County of Riverside is willing to accept grant funds from the Wildlife  
20 Conservation Board to help conserve the subject property.

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by the  
Board of Supervisors of the County of Riverside, in regular session assembled on January 25,  
2011 that the Board hereby finds and declares that the above recitals are true and correct.

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FOR APPROVED COUNTY COUNSEL  
BY:   
KARIN L. WATTS-BAZANIS DATE

1           **BE IT FURTHER RESOLVED AND DETERMINED** that the Board of Supervisors  
2 authorizes the acceptance of grant funding from the Wildlife Conservation Board to help  
3 conserve Assessor Parcel Numbers 465-020-010 and 465-020-011 for habitat conservation.  
4

5           **BE IT FURTHER RESOLVED AND DETERMINED** that the Assistant County  
6 Executive Officer/EDA, or his designee, is authorized to execute the necessary documents and  
7 agreements to accept the grant funding from the Wildlife Conservation Board.  
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**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:** County of Riverside  
P.O. Box 1180  
Riverside, CA 92502

3403 Tenth Street, Suite 300  
Riverside, CA 92501  
Attn: Robert Field, Assistant County Executive Officer/EDA

Phone: (951) 955-4860  
Fax: (951) 955-9177  
E-mail: [RFIELD@rivcoeda.org](mailto:RFIELD@rivcoeda.org)

Federal Employer ID No./Taxpayer ID No.: 95-6000930

**Project Name:** Western Riverside County MSHCP (2006), Expansion 5  
Project ID: 2010156

**Project Location:** Western Riverside County

**Section 6 Grant Agreement Number:** E-20-HL-3

**WCB Subgrant Agreement Number:** SG-1019DT

**Notices to be delivered to:**

For Subgrantee: County of Riverside  
P. O. Box 1180  
Riverside, CA 92502

3403 Tenth Street, Suite 300  
Riverside, CA 92501  
Attn: Robert Field, Assistant County Executive Officer/EDA

For WCB: Wildlife Conservation Board  
1807-13<sup>th</sup> Street, Suite 103  
Sacramento, CA 95811-7137  
Attn: Executive Director

With a copy to: Department of Fish and Game  
Habitat Conservation Branch

1416 Ninth Street, 12<sup>th</sup> Floor  
Sacramento, CA 95814  
Attn: Grant Coordinator

1. **BACKGROUND**

1.1. The U.S. Department of the Interior, Fish and Wildlife Service ("USFWS") and the California Department of Fish and Game ("CDFG") 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 CDFG, E-20-HL-3 (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 E-20-HL-3 (the "Federal Approval Notice") which USFWS issued to CDFG specifies terms of acceptance of the Federal Grant Funds. CDFG and USFWS have entered into a Grant Agreement for Grant No. E-20-HL-3, Grant Title: "2006 Habitat Conservation Planning Land Acquisition Grant - Western Riverside County Multiple Species Habitat Conservation Plan" (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 a purchase 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 CDFG, acting through the Wildlife Conservation Board ("WCB"), to facilitate Subgrantee's acquisition of the Property (the "Acquisition").

1.4. USFWS will permit CDFG, 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 fifty-five percent (55%) 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. Subgrantee is providing the non-federal match in the form of funding in the amount of \$5,562,600.00 and in-kind match of \$87,000.00 consisting of staff time, for a total non-federal match of \$5,649,600.00.

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, WCB hereby subgrants to Subgrantee Federal Grant Funds in a sum not to exceed Four Million, Six Hundred Twenty Two Thousand, Four Hundred Dollars (\$4,622,400.00) (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 70.86 acres of land known as the Wilhelm property and designated Assessor's Parcel Nos. 465-020-010 and 465-020-011, located in the County of Riverside, 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 conserving remaining available undeveloped lands in the Western Riverside County Multiple Species Habitat Conservation Plan (WRCMSHCP) area, (covering a 1.2 million acre plan area and 146 species over a period of 75 years), to provide permanent protection of habitat and populations of the federal and state listed endangered and threatened species that occupy the Plan area and to increase regional wildlife habitat cores and linkages that will connect existing habitat reserve areas throughout western Riverside County, (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 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://wsfrprograms.fws.gov/subpages/toolkitfiles/sf424d-f.pdf>). 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, including the in-kind match for staff services as 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 Four Million, Six Hundred Twenty Two Thousand, Four Hundred Dollars (\$4,622,400.00) 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 CDFG, 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, CDFG, 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, CDFG 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 Agreement to Subgrant (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, CDFG 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, CDFG and USFWS access to the Property at such intervals as WCB, CDFG or USFWS considers appropriate to meet federal requirements to which it is subject.

## **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 the conservation of remaining available undeveloped lands in the Western Riverside County Multiple Species Habitat Conservation Plan (WRCMSHCP) area, (covering a 1.2 million acre plan area and 146 species over a period of 75 years), to provide permanent protection of habitat and populations of the federal and state listed endangered and threatened species that occupy the Plan area and to increase regional wildlife habitat cores and linkages that will connect existing habitat reserve areas throughout western Riverside County 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 conserving remaining available undeveloped lands in the Western Riverside County Multiple Species Habitat Conservation Plan (WRCMSHCP) area, (covering a 1.2 million acre plan area and 146 species over a period of 75 years), to provide permanent protection of habitat and populations of the federal and state listed endangered and threatened species that occupy the Plan area and to increase regional wildlife habitat cores and linkages that will connect existing habitat reserve areas throughout western Riverside County. 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. CDFG, 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 four original counterparts of this Agreement. Subgrantee shall receive one completely executed original and WCB shall receive three completely executed originals.

10.2. The term of this Agreement will commence Effective Date and, unless previously terminated as provided in Section 10.3, will expire on June 30, 2011, 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, CDFG, 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, CDFG 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 CDFG, 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 CDFG shall be at its discretion, and any forbearance by WCB or CDFG 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 CDFG 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 Agreement to Subgrant

**18. AUTHORIZATION**

The signature of the Executive Director certifies that at the Board meeting held on February 24, 2011, 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 Western Riverside County Regional Conservation Authority, each of which does hereby agree to the terms and conditions referenced on pages 1 through \_\_\_\_, along with Exhibits A – G, of this Agreement.

**STATE OF CALIFORNIA  
WILDLIFE CONSERVATION BOARD**

**SUBGRANTEE:  
COUNTY OF RIVERSIDE**

By: \_\_\_\_\_  
John P. Donnelly, Executive Director

By: \_\_\_\_\_  
Robert Field

Title: Assistant County Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

FORM APPROVED COUNTY COUNSEL  
BY: Karin Watts 1/10/11  
KARIN L. WATTS-BAZAN DATE

**EXHIBIT A**  
(Legal Description and APNs of Property)

# EXHIBIT A

## PARCEL 1:

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTH 5 ACRES OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED MARCH 30, 1915 IN BOOK 406 PAGE 135 OF DEEDS.

ALSO EXCEPT THAT PORTION THEREOF LYING SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF THE SECOND SAN DIEGO AQUEDUCT CANAL AS CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA BY DEEDS RECORDED JUNE 30, 1959 IN BOOK 2500 PAGE 593 AND JULY 20, 1959 IN BOOK 2512 PAGE 270, BOTH OF OFFICIAL RECORDS.

## PARCEL 2:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13,  
THENCE WEST 70 RODS,  
THENCE AT A RIGHT ANGLE NORTH 220 RODS,  
THENCE AT A RIGHT ANGLE EAST, 50 RODS,  
THENCE AT A RIGHT ANGLE NORTH, 20 RODS TO THE NORTH LINE OF SAID SECTION,  
THENCE EAST ALONG SAID NORTH LINE, 20 RODS TO THE NORTHEAST CORNER OF THE WEST-HALF OF SAID SECTION;  
THENCE SOUTH ALONG THE CENTER LINE OF SAID SECTION, 240 RODS TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION THEREOF LYING SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF THE SECOND SAN DIEGO AQUEDUCT CANAL AS CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA BY DEEDS RECORDED JUNE 30, 1959 IN BOOK 2500 PAGE 593 AND JULY 20, 1959 IN BOOK 2512 PAGE 270, BOTH OF OFFICIAL RECORDS.

APN: 465-020-011-9 and 465-020-010-8

**EXHIBIT B**  
(Certification of No Regulatory Requirements)

## EXHIBIT B

### Certificate of No Regulatory Requirement

The undersigned is the Assistant County Executive Officer of the County of Riverside, Economic Development Agency, 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 Riverside County, California, [*and commonly known as the Wilhelm Property*] 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: \_\_\_\_\_, 20\_\_\_\_

**SUBGRANTEE**

**COUNTY OF RIVERSIDE**

By: \_\_\_\_\_

Print Name: Robert Field

Title: Assistant County Executive Officer

**EXHIBIT C**  
(Commitment to Management Funding)

**EXHIBIT C**  
**Commitment for Management and Funding**

The undersigned is the Assistant County Executive Officer for the County of Riverside, the Subgrantee under the California Wildlife Conservation Board Subgrant Agreement **SG-1019DT** 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:

The County of Riverside is a member agency of the Western Riverside County Regional Conservation Authority (WRCRCA). The WRCRCA is the agency responsible for the management of lands within the Reserve System under the Western Riverside County Multiple Species Habitat Conservation Plan ("MSHCP" or "Plan"). Upon completion of the acquisition of the Property (as defined in the Agreement), it is the County's intent to initiate proceedings to transfer ownership of the Property to the WRCRCA. Until that time, Section 13.2.H of the MSHCP Implementing Agreement requires the County to manage the Property pursuant to Sections 5.0 and 8.0 of the Plan. Upon transfer of the Property to the WRCRCA, Section 6.6 of the Plan commits WRCRCA to ensure adequate management of the Reserve lands ("Implementation of the MSHCP shall be overseen, administered and enforced by a joint regional authority formed by the County and the Cities...") and describes the management structure, the management goals and objectives and the particular strategies for implementation of the WRCMSHCP.

Subgrantee hereby commits to funding for and implementation of management of the Property located in Riverside County, California, and commonly known as the Wilhelm Property, (Assessor Parcel Numbers 465-020-010 and 465-020-011), in perpetuity consistent with the following purposes of Subgrant:

"...conserving remaining available undeveloped lands in the Western Riverside County Multiple Species Habitat Conservation Plan (WRCMSHCP) Area, (covering a 1.2 million acre plan area and 146 species over a period of 75 years), to provide permanent protection of habitat and populations of the federal and state listed endangered and threatened species that occupy the Plan Area and to increase regional wildlife habitat cores and linkages that will connect existing habitat reserve areas throughout western Riverside County."

As this Property will be managed as part of the MSHCP Reserve System it will be subject to adaptive management direction from the Reserve Management Oversight Committee (RMOC). As part of its obligations under the Plan, the County of Riverside, through its Parks Department, currently has staff available to act as Reserve Manager to ensure that the management actions, which could include exotic species removal, fencing, and other actions to be identified, are implemented at the direction of RMOC.



Section 8.0 of the Plan sets forth the financing plan for implementation of the Plan, including annual monitoring and management of Reserve lands and the establishment of a Monitoring and Management Endowment to provide for monitoring and management in perpetuity.

In furtherance of the commitment set forth above, and in order to manage the property consistent with the Purposes of this Subgrant, Subgrantee commits to providing adequate funds for management, including, as described above, establishment of a permanent Monitoring and Management Endowment (the "Endowment"). The sources of the Endowment and other long-term financing are described in Section 8.8 of the Plan. USFWS and CDFG approved all of the foregoing as part of their approval of the Plan and Implementing Agreement, and issuance of the Incidental Take Permits.

The Subgrant Agreement anticipates that Subgrantee may transfer the Property to the WRCRCA subject to the conditions set forth in Section 6.1 (f) of the Subgrant Agreement.

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: \_\_\_\_\_, 20\_\_\_\_

**SUBGRANTEE:**

**COUNTY OF RIVERSIDE**

By: \_\_\_\_\_

Print Name: Robert Field

Title: Assistant County Executive Officer

**EXHIBIT D**  
(Assurances and Certifications)

# EXHIBIT D

## ASSURANCES - CONSTRUCTION PROGRAMS

OMB Approval No. 0348-0042

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.

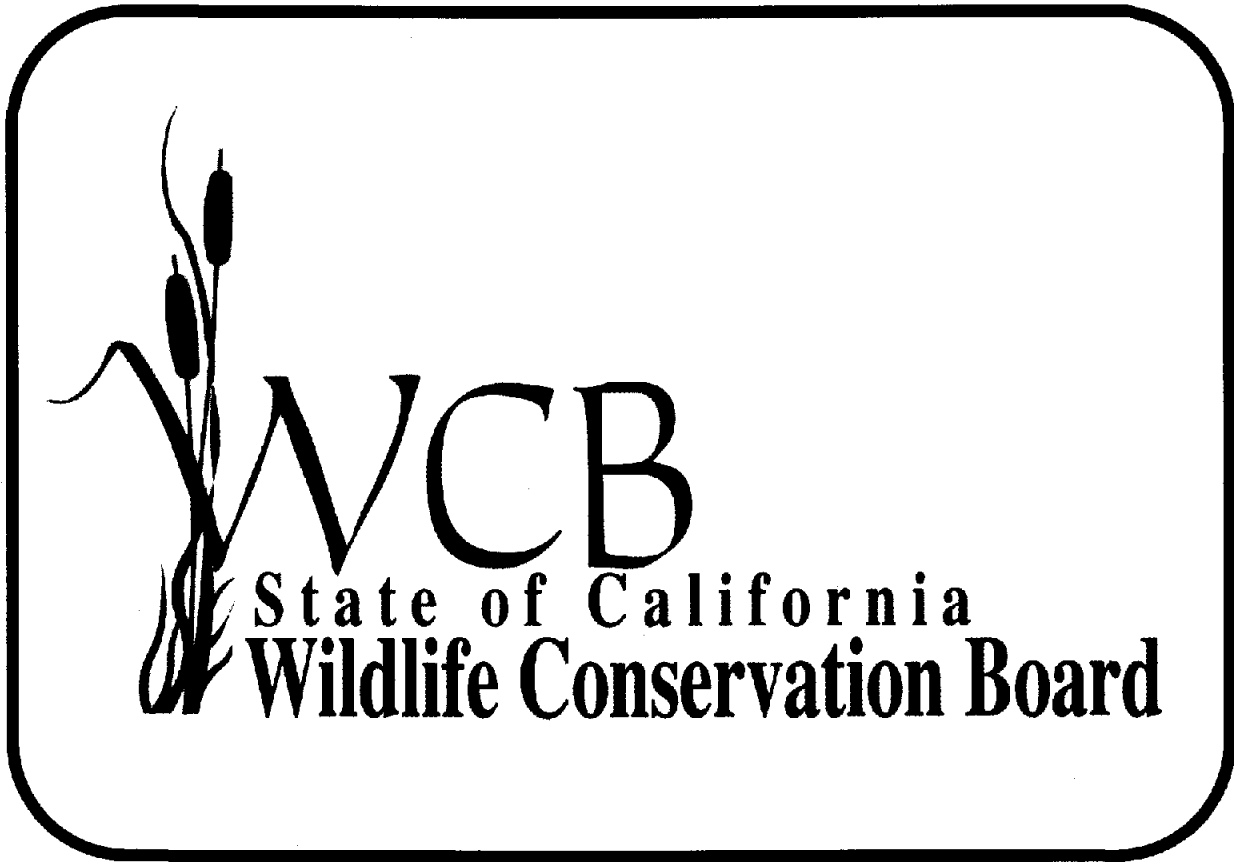
11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal 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

**EXHIBIT E**

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

**EXHIBIT F**  
**(WCB Logo)**



**EXHIBIT G**

(Notice of Unrecorded Grant Agreement)

**RECORDING REQUESTED BY:**

Robert Field )  
Assistant County Executive Officer/ )  
EDA )  
County of Riverside )  
3403 Tenth Street, Suite 300 )  
Riverside, CA 92501 )

**WHEN RECORDED, RETURN TO:**

State of California )  
Wildlife Conservation Board )  
Attn: Executive Director )  
1807 13th Street, Suite 103 )  
Sacramento, CA 95811-7137 )

*Space above line for Recorder's use*

Project Name: Western Riverside County MSHCP ((2006), Expansion 5  
Riverside County

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

This Notice of Unrecorded Grant Agreement ("Notice"), dated as of \_\_\_\_\_, 20\_\_\_\_, is made by the County of Riverside ("Grantee") and recorded concurrently with the Deed described below, to provide notice of an agreement between Grantee and the Wildlife Conservation Board ("Grantor" or "WCB"), a subdivision of the State of California, affecting the real property described below.

1. WCB and Grantee have entered into the California Wildlife Conservation Board Grant Agreement for Acquisition of Fee Interest, WCB Subgrant Agreement No. SG-1019DT(Section 6 Grant Agreement No. E-20-HL-3 ("Subgrant" or "Agreement"), pursuant to which WCB subgrants to Subgrantee certain Federal Grant Funds for Subgrantee's acquisition of fee title to approximately 70.86 acres of real property located in the County of Riverside, California (the "Property"), by Grant Deed (the "Deed") from Wilhelm Ranch Family Limited Partnership (Grantor). 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 conserving remaining available undeveloped lands in the Western Riverside County Multiple Species Habitat Conservation Plan (WRCMSHCP) area, (covering a 1.2 million acre plan area and 146 species over a period of 75 Years), to provide permanent protection of habitat and populations of the federal and state listed endangered and threatened species that occupy the Plan area and to increase regional wildlife existing habitat reserve areas throughout western Riverside County (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 Game ("CDFG"), 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, CDFG 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, CDFG and USFWS access to the Property at such intervals as JWCB, CDFG 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 State (or, at the election of WCB, another entity or organization authorized by California law to acquire and hold conservation easements and which is willing and financially able to assume all of the obligations and responsibilities of Grantee), 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. CDFG, 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 real 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 real 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 and 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 Grantor 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 Grant Agreement for Acquisition of Fee Interest by and between WCB and Grantee that commenced \_\_\_\_\_, 20\_\_\_\_, and is on file with the Wildlife Conservation Board, 1807 13th Street, Suite 103, Sacramento, California 95811-7137; *mailing address*: Wildlife Conservation Board, c/o Department of Fish and Game, P. O. Box 944209, Sacramento, CA 94244-2090.

**SUBGRANTEE:**

**COUNTY OF RIVERSIDE**

By: \_\_\_\_\_

Print Name: Robert Field

Title: Assistant County Executive Officer

[Notary Acknowledgment]

# EXHIBIT A

PARCEL 1:

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTH 5 ACRES OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED MARCH 30, 1915 IN BOOK 406 PAGE 135 OF DEEDS.

ALSO EXCEPT THAT PORTION THEREOF LYING SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF THE SECOND SAN DIEGO AQUEDUCT CANAL AS CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA BY DEEDS RECORDED JUNE 30, 1959 IN BOOK 2500 PAGE 593 AND JULY 20, 1959 IN BOOK 2512 PAGE 270, BOTH OF OFFICIAL RECORDS.

PARCEL 2:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13,  
THENCE WEST 70 RODS,  
THENCE AT A RIGHT ANGLE NORTH 220 RODS,  
THENCE AT A RIGHT ANGLE EAST, 50 RODS,  
THENCE AT A RIGHT ANGLE NORTH, 20 RODS TO THE NORTH LINE OF SAID SECTION,  
THENCE EAST ALONG SAID NORTH LINE, 20 RODS TO THE NORTHEAST CORNER OF THE WEST-HALF OF SAID SECTION;  
THENCE SOUTH ALONG THE CENTER LINE OF SAID SECTION, 240 RODS TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION THEREOF LYING SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF THE SECOND SAN DIEGO AQUEDUCT CANAL AS CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA BY DEEDS RECORDED JUNE 30, 1959 IN BOOK 2500 PAGE 593 AND JULY 20, 1959 IN BOOK 2512 PAGE 270, BOTH OF OFFICIAL RECORDS.

APN: 465-020-011-9 and 465-020-010-8