COLUSA BASIN MITIGATION BANK
AGREEMENT FOR SALE OF CREDITS
Permit No. 08ESMF00-2018-F-2324-1

This Agreement is entered into this __ day of ____________, 20__, by and between WESTERVELT ECOLOGICAL SERVICES, LLC (Bank Owner) and COUNTY OF GLENN (Project Applicant), jointly referred to as the “Parties,” as follows:

RECITALS

A. The Bank Owner has developed the Colusa Basin Mitigation Bank (Bank) located in Colusa County, California; and

B. The Bank was approved by U. S. Fish and Wildlife Service (Service), U.S. Army Corps of Engineers (Corps), California Department of Fish and Wildlife (CDFW), and the U.S. Environmental Protection Agency (EPA) (jointly referred to as “Resource Agencies”) on June 19, 2014, and is currently in good standing with these agencies; and

C. The Bank has received approval from the Resource Agencies to offer seasonal wetlands under the Clean Water Act for sale as compensation for the loss of waters of the U.S. and to offer giant garter snake credits for sale as compensation the giant garter snake (Thamnophis gigas) through the Colusa Basin Mitigation Bank Agreement (Bank Agreement); and

D. Project Applicant is seeking to implement the Walker Creek Bridge Replacement project described on Exhibit “A” attached hereto (Project), which would unavoidably and adversely impact giant garter snake, and seeks to compensate for the loss of said habitat by purchasing credits from Bank; and

E. Project Applicant has been authorized by the United States Fish and Wildlife Service (B.O. No. 08ESMF00-2018-F-2324-1), to purchase from the Bank 1.53 giant garter snake credits upon confirmation by the Bank Owner of credit availability/adequate balance of credits remaining for sale; and

F. Project Applicant desires to purchase from Bank and Bank desires to sell to Project Applicant 1.53 giant garter snake credits;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Bank hereby sells to Project Applicant and Project Applicant hereby purchases from Bank 1.53 giant garter snake credits for the purchase price of $91,800.00. The Bank will then deliver to Project Applicant an executed Bill of Sale in the manner and form as attached hereto and marked Exhibit “B”. The purchase price for said credits shall be paid by cashier’s check or, at the option of Bank, wire transfer of funds according to written instructions by Bank to Project Applicant.

2. The sale and transfer herein is not intended as a sale or transfer to Project Applicant of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest of the foregoing.

3. Project Applicant shall have no obligation whatsoever by reason of the purchase of the Credits, to support, pay for, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated or
liable for the success or continued expense or maintenance in perpetuity of the credits sold, or the Bank. Pursuant to the Bank Agreement and any amendments thereto, Bank shall monitor and make reports to the appropriate agency or agencies on the status of any Credits sold to Project Applicant. Bank shall be fully and completely responsible for satisfying any and all conditions placed on the Bank or the Credits by all state or federal jurisdictional agencies.

4. The Credits sold and transferred to Project Applicant shall be non-transferable and non-assignable, and shall not be used as compensatory mitigation for any other Project or purpose, except as set forth herein.

5. Project Applicant must exercise his/her/its right to purchase the Credits within 30 days of the date of this Agreement. After the 30 day period this Agreement will be considered null and void.

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

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

BANK:
WESTERVELT ECOLOGICAL SERVICES, LLC
COLUSA BASIN MITIGATION BANK OWNER

By: ________________________________ Date: ________________

PROJECT APPLICANT:
COUNTY OF GLENN

By: ________________________________ Date: ________________
Exhibit “A”

DESCRIPTION OF PROJECT TO BE MITIGATED

Permit No. 08ESMF00-2018-F-2324-1

Glenn County (County), in cooperation with the California Department of Transportation – District 3 (Caltrans) and the Federal Highway Administration (FHWA), is proposing to replace the County Road 35 low water crossing (11C-0267) at Walker Creek with a new pier and span style bridge. The purpose of the Walker Creek Bridge Replacement Project (Project) is to construct a bridge above creek flood levels to provide a safe and dependable route for traffic crossing Walker Creek. The existing County Road 35 alignment would be used for Project access. The Action Area includes the Environmental Study Limit [ESL] defined for the Natural Environment Study [NES] plus 200 feet. The ESL is approximately 4.25 acres and the Action Area is approximately 22.09 acres, and is located in Sections 4 and 9, Township 10 North, Range 3 West, of the Willows 7.5-minute U.S. Geological Survey (USGS) topographic quadrangle (USGS, 1951).
Exhibit “B”

BILL OF SALE

Permit No. 08ESMF00-2018-F-2324-1

In consideration of $91,800.00, receipt of which is hereby acknowledged, WESTERVELT ECOLOGICAL SERVICES, LLC does hereby bargain, sell and transfer to COUNTY OF GLENN (Project Applicant), 1.53 giant garter snake credits in the Colusa Basin Mitigation Bank in Colusa County, California, developed, and approved by the U. S. Fish and Wildlife Service, U. S. Army Corps of Engineers, U. S. Environmental Protection Agency and California Department of Fish and Wildlife.

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

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

DATED: ________________________________

Westervelt Ecological Services
Colusa Basin Mitigation Bank Owner

By: ____________________________________
Exhibit “C”
Colusa Basin Mitigation Bank
PAYMENT RECEIPT

PARTICIPANT INFORMATION

Name: County of Glenn
Address: 777 N. Colusa Street
Willows, CA 95988

Telephone:

Contact:

PROJECT INFORMATION

Project Description: Walker Creek Bridge Replacement Project
Permit No.: 08ESMF00-2018-F-2324-1
Species/Habitat Affected: Giant garter snake habitat
Credits to be Purchased: 1.53 Giant garter snake conservation credits
Payment Amount: $91,800.00
Project Location: District 3 – County Road 35
County/Address: County of Glenn

PAYMENT INFORMATION

Payee: Westervelt Ecological Services, LLC
Payer: California Department of Transportation
Amount: Ninety One Thousand Eight Hundred Dollars
Method of payment: Cash ___ Check No. __________ Money Order No. _________

Received by: ________________________________ Date: ________________
(Signature)

Name: ________________________________ Title: ____________________________