



COUNTY OF PLACER
Community Development Resource Agency

John Marin, Agency Director

PLANNING

Michael J. Johnson
Planning Director

MEMORANDUM

TO: Honorable Board of Supervisors

FROM: Michael J. Johnson, Director
Planning Department, Community Development Resource Agency

DATE: March 25, 2008

SUBJECT: Sundance Properties Riparian Restoration – Contract

ACTION REQUESTED: The Planning Department is recommending that the Board of Supervisors authorize the Planning Director to execute a contract with Sundance Properties to restore riparian and wetland habitat at property along Coon Creek, as well as approve a budget revision in the amount of \$258,000. The funding secured for the project, \$380,000, is from three separate accounts: \$258,000 from the Placer County Wetland Trust fund, \$72,000 from the California Sportfishing Protection Alliance (CALSPA) Rock Creek settlement account, and a \$50,000 Federal Small Waterfowl Habitat grant. No Open Space Trust Fund or other General Fund revenues will be expensed for this project.

Sundance Properties will be responsible for completing the final design, all necessary State/Federal permits, CEQA documentation, and restoration of 7.04 acres of Coon Creek riparian habitat and 2,527 linear feet of the creek.

BACKGROUND: Placer County has identified the Coon Creek watershed as a natural resource of local significance (Exhibit A). Since 2000 the Placer Legacy Program has teamed with our conservation partners to pursue a conservation strategy aimed at preserving the ecological function of the Coon Creek watershed. Successes, from east to west, include the Taylor Ranch Preserve, the Hidden Falls Regional Park, the Blue Oak Ranch Conservation Easement, conservation/restoration activities to be associated with the Teichert Aggregate Mine, Federal Natural Resources conservation Easement (NRCS) easements on Coon Creek on the subject Sundance Properties site, and the conservation easement on Sundance Properties (Exhibit B). Altogether, over 5 miles of Coon Creek are protected today and an additional 3 miles will be protected with the Teichert project.

The genesis of the Sundance Properties Riparian Restoration Project started with an acknowledgement that the County needed to spend mitigation funds held within the Wetland Trust Fund. The Wetland Trust Fund revenues were paid by public/private sector development projects with small impacts on wetland and riparian habitat. The expenditure of these funds is intended to replace wetland functions lost at the project site. The subject property was chosen because of an existing Natural Resources Conservation (NRCS) easement, it's in a priority watershed (Coon Creek), and the willingness of the landowner (Sundance Properties) to work with the County on a comprehensive project. Placer County and Sundance Properties have developed a conceptual design for the property's 440-acre NRCS easement.

All of the funds to be used for this project have been allocated to wetland/riparian habitat restoration for a significant amount of time. The Federal grant was awarded in 2003 and the Wetland Trust Fund revenues have been collected since October of 1991. The CALSPA settlement agreement

administered by the Facility Services Department and County Counsel's Office dates to approximately ten years ago and is associated with operations of the Joeger wastewater treatment plant (SMD 1). The Planning Department has consulted with CALSPA, County Counsel's Office and the Facility Services Department to insure that the settlement funds are allocated to an acceptable project. The Federal grant is specifically allocated to land owned by Sundance Properties on Coon Creek. The Wetland Trust Fund revenues are discretionary to the extent that they can be spent on wetland restoration/creation projects at another location. However, the majority of these funds were from projects with similar characteristics and the primary reason why the Sundance Properties site was selected is because of the presence of a willing landowner and no funds need to be allocated to the conservation of the site because the property is already encumbered by a conservation easement. The Wetland Trust Funds should not be directed to the acquisition of property because they are intended to replace wetlands lost to development as opposed to conserving existing wetlands.

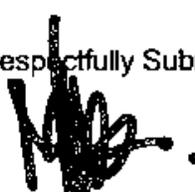
The scope of work has three elements: 1) 7.04 acres of riparian area restoration adjacent to Coon Creek, 2) setting back a road/levee to expand the floodplain and, 3) restoration of 2,527 linear feet of Coon Creek. The complexity of the conceptual design has led Sundance to divide the habitat enhancement project into discrete phases. Protection and restoration of the Sundance Properties site on is consistent with the long-range goals of the Placer County Conservation Plan and the Placer Legacy Program to maintain the ecological integrity of the Coon Creek watershed.

FISCAL IMPACT: The funding secured for the project, \$380,000, is from three separate accounts: \$258,000 from the Placer County Wetland Trust fund, \$72,000 from the California Sportfishing Protection Alliance settlement account and a \$50,000 Federal Small Waterfowl Habitat grant. No Open Space Trust Fund or other General Fund revenues will be expensed for this project. Staff time will be allocated to assist with the implementation of the project.

RECOMMENDATIONS: The Planning Department recommends that the Board take the following action:

1. Authorize the Planning Director to sign the attached contract with Sundance Properties in order to restore Coon Creek;
2. Approve a budget revision in the amount of \$258,000.

Respectfully Submitted,



MICHAEL J. JOHNSON, AICP
Director – Department of Planning

EXHIBITS:

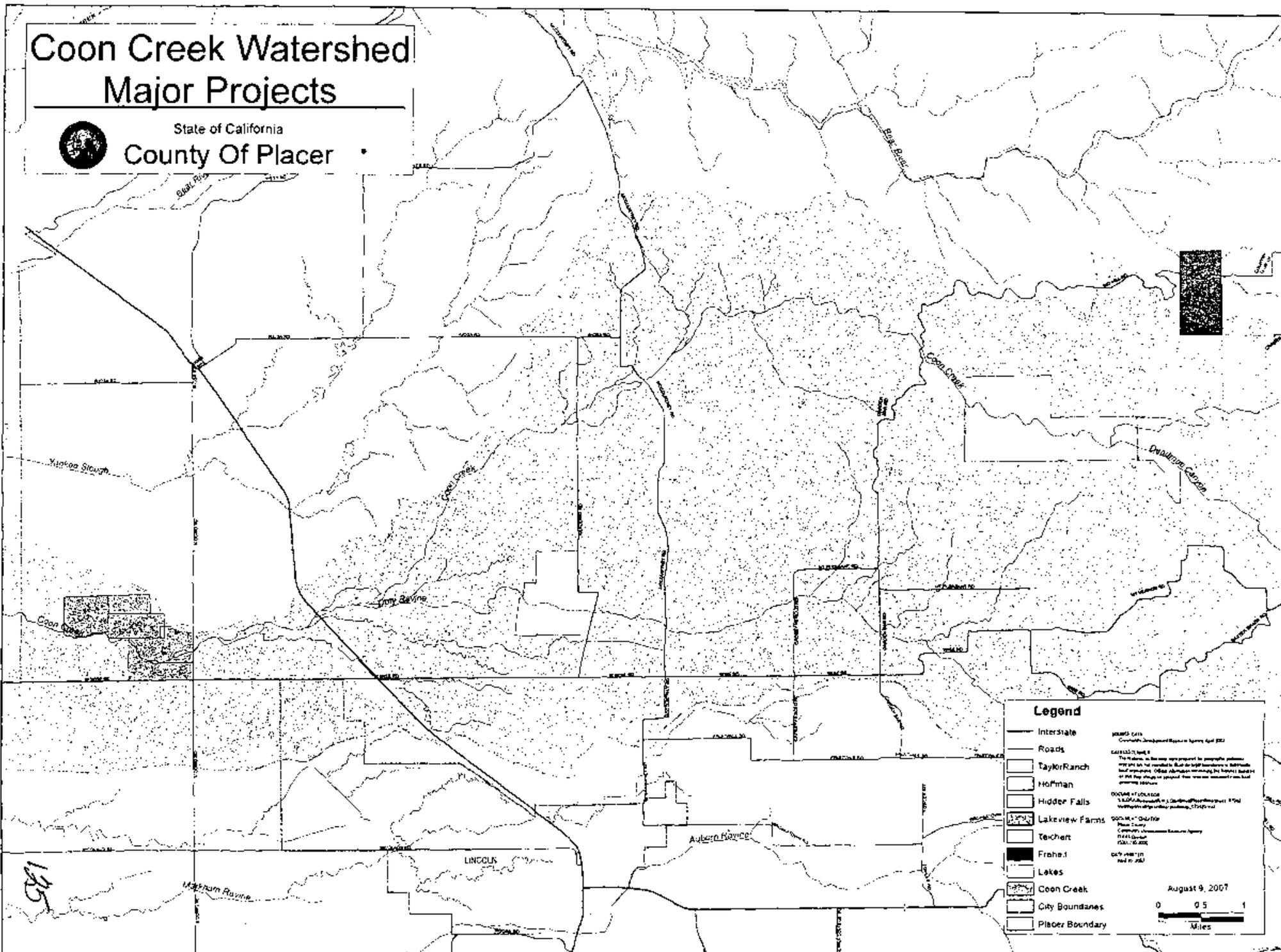
Exhibit A: Coon Creek Watershed – The Conservation Landscape
Exhibit B: Contract with Sundance Properties
Exhibit C: Budget Revision

cc: Placer County Procurement Office
Sundance Properties
American Basin Council of Watersheds

Coon Creek Watershed Major Projects



State of California
County Of Placer



Legend

- Interstate
- Roads
- Taylor Ranch
- Hoffman
- Hilder Falls
- Lakeview Farms
- Teichert
- Frazer
- Lakes
- Coon Creek
- City Boundaries
- Placer Boundary

NOTES:
 1. This map is for informational purposes only and is not intended to be used for legal purposes. It is not a warranty, representation, or agreement of any kind. The Placer County Department of Public Works is not responsible for any errors or omissions on this map. The Placer County Department of Public Works is not responsible for any damages, including consequential damages, arising from the use of this map. The Placer County Department of Public Works is not responsible for any damages, including consequential damages, arising from the use of this map.

DATE: 8/9/07
 AUGUST 9, 2007

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 Miles

1815

GRANT USE AGREEMENT
Lakeview Farms Habitat Restoration Project

This GRANT USE AGREEMENT ("Agreement") is made and entered into this 18TH day of January, 2008 by and between the County of Placer, a political subdivision of the State of California ("County") and Sundance-Lakeview Farms, a California corporation ("Landowner").

WHEREAS, Landowner is the owner of certain real property located in the Coon Creek Watershed in Placer County, California commonly known as Lakeview Farms, which total property consists of approximately 464 acres, as more particularly depicted on attached Exhibit B (the "Property".)

WHEREAS, County has obtained from various public and private sources funds to be used for flood control, wetland and channel establishment and restoration, and riparian protection in the County, including the Coon Creek Watershed area (the "Project Funds.").

WHEREAS, County and Landowner wish to utilize a portion the Project Funds to make various enhancements to the Property for wetland and channel establishment and restoration, and related riparian protection, as further described in attached Exhibit A (the "Riparian Restoration Work.")

WHEREAS, the parties wish to enter into an agreement under which Landowner will perform, or cause to be performed, the Riparian Restoration Work, and further under which Landowner agrees to various access and reporting obligations relating to the Property.

WHEREAS, County has determined that use of the Project Funds for the purposes described in this Agreement is in the public interest given the public conservation and flood control benefits that the Riparian Restoration Work will produce.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Performance and Inspection of Riparian Restoration Work. Landowner agrees to perform the Riparian Restoration Work as described on attached Exhibit A to the performance standards and within the time frames listed therein. County shall

have the right, at all times during the term of this Agreement to enter the Property and inspect the Riparian Restoration Work

2. Payment. Landowner shall submit requests for payment no sooner than quarterly to the County. Requests for payment shall include a description of all work performed and the costs incurred by Landowner to date. County shall release from the Project Funds the amount of the request for payment that the County deems reasonable and appropriate. The maximum reimbursement amount payable under this Agreement shall be Three Hundred and Eighty Thousand Dollars (\$380,000.00). All requests for reimbursement shall be submitted to County by December 31, 2009 to be eligible for reimbursement. Landowner shall inform the County in writing when the Riparian Restoration Work is complete (the "Completion Date"). County shall withhold Twenty Five Thousand Dollars (\$25,000.00) from the reimbursement amount in an interest bearing account (the "Retention Amount") to be paid upon the County's Performance Determination, as described in Section 4 herein.

3. Acknowledgement of County Contribution. Landowner agrees to acknowledge the County Contribution on the primary Project sign(s) to the County's reasonable satisfaction for a period of at least ten (10) years from the Completion Date.

4. Property Access by County. Upon receipt of written notice, Landowner shall provide the County and County's designated agents reasonable access to the Property for a period of five (5) years from the Completion Date (the "Review Period") to assess compliance with the terms and conditions of this Agreement and to evaluate the Riparian Restoration Work. At the end of the Review Period, the County shall make a written determination whether the Project's performance standards have been met (the "Performance Determination"). If the County determines the Project's performance standards have been met, County shall release the Retention Amount to Landowner. If the County determines the Project's performance standards have not been met, County may all or a portion of the Retention Amount to perform such repairs or further work as the County determines are necessary to meet Project objectives.

5. Indemnification. County shall have no liability in connection with the Riparian Restoration Work. Landowner shall indemnify and hold the County harmless from any and all claims, losses and/or other damage of whatever nature relating in any way to the Riparian Restoration Work and/or Landowner's performance hereunder.

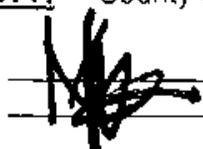
6. Binding on Successors; Future Cooperation; Governing Law. This Agreement shall be binding on the parties hereto and their respective successors, heirs and assigns. The parties agree that this Agreement shall be governed by and interpreted in accordance with laws of the State of California. Initial venue for any dispute shall be the Superior Court for the State of California, Placer County.

The parties hereby waive any federal court removal and/or original jurisdiction rights that they may have. Landowner shall comply with all federal, state and local laws relating to its performance hereunder, including, without limitation, all applicable state contractor licensing and workers compensation laws.

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

COUNTY: County of Placer

By: _____



Date

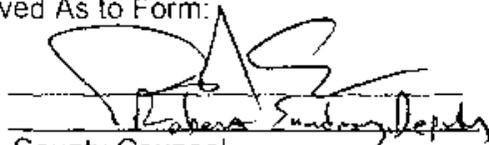
2-25-08

Notice Address:

Assistant Planning Director
Placer County
Planning Department
3091 County Center Drive
Auburn, CA 95603

Approved As to Form:

By: _____


County Counsel

Date

2/12/08

LANDOWNER: Sundance-Lakeview Farms

By: _____



Date

1-18-08

Notice Address:

3825 Atherton Rd #115
Rocklin, CA 95765

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Placer

On Jan 18, 2008 before me, Michele Allen
Date Here insert Name and Title of Notary Officer

personally appeared Ronald C. Smith
Name(s) of Signer(s)

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 Michele Allen
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Grant Use Agreement

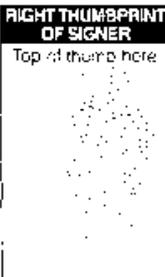
Document Date: 1-18-08 Number of Pages: 4

Signer(s) Other Than Named Above: County Placer, County Counsel

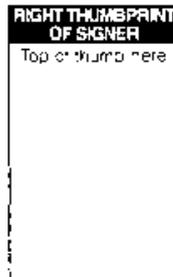
Capacity(ies) Claimed by Signer(s)

Signer's Name: Ronald C. Smith Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: Landmark Adversen Properties

Signer Is Representing: _____

Exhibit A
Riparian Restoration Work

The Scope of Work consists of three (3) primary elements:

- 1) 7.04 acres of riparian area restoration on Coon Creek as shown on Exhibit B,
- 2) setting back a road/level to expand the floodplain in the area so designated on Exhibit B; and,
- 3) restoration of 2,527 linear feet of Coon Creek as shown on Exhibit B.



**RESTORATION
RESOURCES**

January 16, 2008

Edmund Sullivan
Placer County Planning Department
11414 "B" Avenue
Auburn, CA 95603

*RE: 27017-B, Sundance NRCS Easement, 440 acres
27016-B, Sundance Waterfowl Habitat, 60 acres*

Dear Mr. Sullivan,

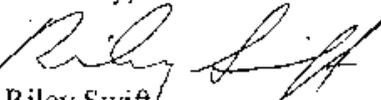
We have completed the conceptual habitat plan package, including Exhibits A & B, as stipulated in the Grant Use Agreement for the Lakeview Farms Habitat Restoration Project. Ron Smith and Rick McGrath of Sundance Properties have reviewed and approved these exhibits and the Restoration Resources technical proposals for each of the projects. These are now ready for your final review in order to have it placed on the docket in time for the next Placer County Board of Supervisors Meeting.

It is my understanding that the maximum reimbursable amount payable under this agreement shall be \$380,000. The habitat restoration work proposed consists of a small water fowl habitat oriented pond on the 60 acre parcel which is currently unencumbered by conservation agreement (see Exhibit A, Sheet L.1.1) and a series of created wetlands and swale habitat see Exhibit A, Sheets L2.1 and L2.2) and riparian setback levee construction (see Exhibit A, Sheets L3.1 and L3.2) on the adjacent 440 acre parcel encumbered by conservation agreement.

Our proposed schedule of work begins with completion of site analysis studies (topographic, soils and biological surveys) during February and March. We will complete the construction drawings and simultaneously begin the permit application process. We fully expect to begin on-site construction work as soon as the site is free from nesting raptor concerns (approximately July 15th) with completion of earthwork and seeding by October 15th. Final planting of containerized materials will occur after the onset of the rainy season.

We appreciate your consideration and the opportunity to provide you with our environmental services. If our proposal meets your approval, please sign both enclosed copies, and return them to us for final signature. We will then return one fully executed original contract for your records. Please feel free to call me at (916) 408-2990 with any questions you might have.

Sincerely,


Riley Swift
President

cc. Ron Smith, Sundance Properties
Rick McGrath, Sundance Properties



**RESTORATION
RESOURCES**

January 16, 2008

Edmund Sullivan
Placer County Planning Department
11414 "B" Avenue
Auburn, CA 95603

RE: *Technical Proposal 27017-B, Sundance NRCS Easement, 440 acres*

Dear Mr. Sullivan,

Restoration Resources is resubmitting this technical proposal for habitat restoration on the Lakeview Farms properties in western Placer County. We have been gratified by your response to the preliminary conceptual designs submitted for review. Attached is our final completed conceptual design for Lakeview Farms' 440-acre NRCS easement and the adjacent 60-acre unencumbered parcel under separate contract (see Exhibit A, attached). This proposal is being resubmitted to reflect the current scope indicated on these conceptual plans.

Knowing the constraints of the available funding, we have tailored our design to be successful within the \$330,000 budget. The attached design is conceptual, and therefore, if there are any unforeseen costs in the implementation, we will feel comfortable field fitting the construction to meet the constraints of the budget. At this initial phase, we propose the construction of three of the primary design elements: the string of wetlands, biotechnical bank stabilization and riparian planting along Coon Creek, and the construction of a new setback levee. The project can be expanded upon and constructed during later phases, depending upon the availability of other funds.

Before construction can commence, Restoration Resources must ensure that all aspects of the design are feasible, given biological conditions and soil variability. We have completed the preliminary biological analysis, GPS mapping, and soil surveys. However, additional site specific studies will be necessary to prepare permit packages. Once we have developed the conceptual design into a construction plan set and have acquired the relevant permits, Restoration Resources will schedule our crews to begin work on the habitat improvements indicated on this plan. The following technical proposal describes the component tasks involved in construction. Please refer to the attached conceptual design for further specifics on each of the two proposed habitat feature design elements.

The construction timeline will be constrained by the raptor breeding season, and we anticipate that work will begin after July 15th. Earthwork and seeding will be completed before the onset of the rainy season, October 15th. Once Storm Water Pollution Prevention measures have secured all disturbed soil, native plant installation will begin with the autumn rains. Currently, the plan does not

27017-B Sundance Habitat, Encumbered

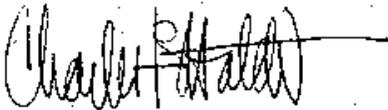
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include funds for irrigation, intensive maintenance or any maintenance beyond one year. Therefore, our plan includes installing plant material at opportune times, taking advantage of naturally available seasonal water, and in quantities of that allow for an expected mortality.

What follows is an itemized technical proposal representing the tasks involved for the 400-acre NRCS easement project scope, tailored to meet the target budget of \$330,000. The current design is conceptual, however if there are any unforeseen costs in the implementation, we are confident in our ability to field fit the construction to meet the constraints of the final budget. If this technical proposal meets your approval, and when funding is secured, we will provide a cost proposal that considers the final budget and presents a more detailed scope of work. Please feel free to call me at (916) 408-2990 with any questions you might have.

Sincerely,



Charles Hatch, ASLA
Project Manager

cc. Ron Smith, Sundance Properties
Rick McGrath, Sundance Properties

Proposal 27017-B

Submitted to: Sundance Properties
3825 Atherton Road, Suite 115
Rocklin, CA 95765
Contact: Ron Smith
Phone: (916) 435-2090 Fax: (916) 435-2091

Submitted by: Sierra View Landscape Inc., dba Restoration Resources
3868 Cincinnati Ave
Rocklin, CA 95765
Contact: Riley Swift
Phone: (916) 408-2990 Fax: (916) 408-2996

Project Description and Goals

Understanding that it is Placer County's goal to fund riparian and wetland restoration, and that the Natural Resource Conservation Service wishes to expand floodplains and maximize late-season, open water wetlands on their easements, Restoration Resources is providing this technical proposal for habitat improvements on the Lakeview Farms property. This technical proposal attempts to itemize the tasks involved in the permitting and construction of these habitats and estimate the project's cost.

Project Scope:

The following tasks are the necessary components of the successful completion of this habitat restoration.

Task 1: Site-Specific Surveys

In order to ensure the feasibility of our conceptual design, Restoration Resources will review any existing documents, such as the wetland delineation and the results of any biological surveys. Restoration Resources assumes that all relevant material will be provided by the landowner and the NRCS. We will then employ the expertise of a subcontractor to analyze the soils in the habitat construction zones. Soil test pits will be dug to determine the stability of the substrate in the location of the setback levee. We shall use a hand-held GPS unit to record the locations of soil test pits.

Task 1 Cost: \$14,840

Task 2: Project Design and Permitting

More detailed construction plans and specifications, a water management plan, and a schedule of work will be required to ensure environmental agency approval and permit acquisition. A 1602 Lake and Streambed Alteration Agreement will be required for any work within the

channel of Coon Creek. Restoration Resources will acquire this permit from the California Department of Fish and Game. We will also file a Notice of Intent with the Regional Water Quality Control Board and secure water rights from the Nevada Irrigation District. We expect to obtain a permit from the US Army Corps of Engineers through our inclusion in the NRCS Wetlands Reserve Program. Finally, as we will remain 200 feet from any vernal pools, a US Fish and Wildlife Service consultation will not be required. Restoration Resources will prepare a Storm Water Pollution Prevention Plan, as well as develop a long-term maintenance plan which will clarify the landowner's responsibilities to the site. Before construction, we will contract a professional civil engineer to review the technical designs of our water control structures. Having obtained their assurance, we will proceed with a pre-construction kick-off meeting that will communicate the final design to our construction team and release the project for implementation. Also included in this task are four progress meetings intended to keep Sundance Properties, the county of Placer, and all interested parties abreast of the project's development.

Task 2 Cost: \$51,560

Task 3: Refurbish Existing Pump

In order to ensure access to seasonally available water for our wetland habitats, we propose to use an existing lift pump just outside of the conservation easement area. This pump is still within the limits of the Lakeview Farms property, and can potentially provide a reliable supply of water to the perennial wetland string. This lift pump is in disrepair and will need to be rehabilitated and/or replaced, as well as the existing electrical service box and connections. A new discharge line will be installed.

Task 3 Cost: \$18,000

Task 4: Construct New Wetland "String of Pearls"

The proposed design includes a series of hydrologically connected perennial wetlands which will run through the wetland basin area north of Coon Creek. Water control structures will be built in order to ensure that the wetlands are hydrologically connected to a reliable source of water, to each other, and to Coon Creek. These wetlands will provide up to 3.67 acres of wetland habitat, and will be fed from the lift pump and through the perennial pond to the east. According to this design, the upper terraces of these basins would be seasonally wet, built at 8-12" below the low water level to create a perennial emergent marsh. The lower terraces would be perennially wet, built at 12-24" below the low water level to create a tule marsh. Perennial open water in the center of these basins built to a 3' water depth would be without tules, and would comprise no more than 25% of the surface area of each individual basin. All disturbed areas will be seeded with native grasses. These perennial wetlands would provide year-round habitat for wood ducks and other waterfowl.

Task 4 Cost: \$98,600

Task 5: Coon Creek Riparian Restoration

We plan to widen the riparian habitat along the stream channel where feasible and appropriate. In order to create a habitat corridor, we are proposing guidelines for the installation of native sedges, rushes, grasses, and trees. Additionally, instability is causing the banks of Coon Creek to erode in several places. Within this phase of work, there are three locations along the creek that will receive biotechnical bank stabilization. We will first ensure that the drainage outfall of our perennial wetland complex has a sound intersection with the creek, and we will then stabilize two other areas of concern.

Task 5 Cost: \$72,000

Task 6: Construct New Riparian Floodplain Levee Setback

The floodplain of Coon Creek is constrained along the entire north side of the channel by an access road which bisects the site. The road is constructed roughly three feet above the natural grade, forming a small dike. It is our intention to excavate four separate sections of the existing dike & road to create openings for floodwater to overflow into the expanded floodplain. A new setback levee and road would be created approximately 200 feet back from its current position. The new levee would be three feet high and the roadway on top would be twelve feet wide. The newly reclaimed floodplain area will be planted with woody and herbaceous riparian species appropriate to micro-site conditions.

Task 6 Cost: \$50,000

Task 7: One Year Maintenance

Restoration Resources will schedule our maintenance crews to visit the restoration site as needed in the first year of plant establishment. Invasive weed are a competitive challenge to our native plantings. Therefore, mechanical weed removal will be prescribed in the planting basins of installed woody plants to ensure their survival.

Task 7 Cost: \$25,000

Total Cost:

Restoration Resources will provide all labor, equipment, and materials required to complete the proposed work for: **Three hundred and thirty thousand dollars and no cents (\$330,000.00).**

Assumptions:

Permits: The Client shall bear all permit application costs. The costs shall be payable in the form of a check to be included with the permit application.

Differing Site Conditions: This proposal assumes certain site conditions. If these conditions change prior to or during the duration of work, then work will be halted until a change order or contract amendment is agreed upon between both parties.

Schedule of Work: Restoration Resources will schedule the work for timely completion, upon written acceptance of this proposal by the Client.

Assignment and Binding Effect: Restoration Resources and the Client understand and agree neither shall be authorized to transfer or assign the rights and obligations contained herein to another party, without the expressed written permission of the respective parties hereto.

Payment Schedule: Payment is due upon receipt of invoice. Restoration Resources will submit invoices monthly for the percentage of work completed each task listed above. Payment of invoices is to be received by Restoration Resources from Sundance Properties within 5 (five) days of receipt of funds from Placer County. The client shall pay the entire amount of each invoice received. A monthly finance charge equal to 1% of the unpaid balance will be levied on the client's account if delinquent over 30 days.

Insurance: Restoration Resources shall maintain full insurance coverage during the entire course of the proposed work, including all required State and Federal Workers Compensation. Our policies cover General Liability, Automobile Liability, and Consulting Professional Liability. Limits include: General Aggregate - \$2,000,000, Personal Injury- \$1,000,000, Errors & Omissions - \$1,000,000, and Auto - \$1,000,000.

Acceptance of Proposal: This accepted proposal shall be the agreement, or be incorporated as a part of any supplementary contract, work order, or notice to proceed for the same work, and the following persons are authorized to legally bind their respective companies or organizations in contracts of this nature and with their signatures agree to the terms and conditions of this proposal:

Contractor:
Restoration Resources

Riley Swift
Signature

1-16-08
Date

President
Title

Client:
Sundance Properties

[Signature]
Signature

1-18-08
Date

President
Title



**RESTORATION
RESOURCES**

January 16, 2008

Ron Smith
Sundance Properties
3825 Atherton Road, Suite 115
Rocklin, CA 95765

RE: Proposal 27016-B, Sundance Waterfowl Habitat, 60 acres

Dear Mr. Smith,

It has been our pleasure to conceptualize habitat enhancements which will take full advantage of the potential of your Lakeview Farms property. Through coordinated efforts with yourself and Rick McGrath, we have completed the conceptual design for the waterfowl habitat "duck pond" within the 60-acre unencumbered parcel, as well as the conceptual habitat design for the adjacent 440 acre parcel (see Exhibits A and B, attached). We are gratified by your initial response to these designs. This proposal is being resubmitted to reflect the current scope of work indicated on these conceptual plans.

Sundance Properties has already contracted Restoration Resources to complete the design for the 60 acre parcel. The design is completed and ready for implementation. As the grant monies have already been allocated for this parcel, we understand that you are eager to begin habitat construction. To that end we are providing this proposal to engage our experienced field crews in the construction of this habitat.

Knowing the constraints of the available funding, we have tailored our design to be successful within the \$50,000 budget. The attached design is conceptual, and therefore, if there are any unforeseen costs in the implementation, we will feel comfortable field fitting the construction to meet the constraints of the budget. As the design and the price have already been agreed upon, this contract simply approves our construction of the design for a price not to exceed \$50,000.

We appreciate your consideration, and the opportunity to continue to provide you with our environmental services. If our proposal meets your approval, please sign both enclosed copies, and return them to us for final signature. We will then return one fully executed original contract for your records. Please feel free to call me at (916) 408-2990 with any questions you might have.

Sincerely,

Charles Hatch, ASLA
Project Manager

Cc: Edmund Sullivan, Placer County Planning Department

27016-B Sundance Habitat, Unencumbered

Page 1 of 4

Proposal 27016-B

Submitted To Client: Sundance Properties
3825 Atherton Road, Suite 115
Rocklin, CA 95765
Contact: Ron Smith
Phone: (916) 435-2090 Fax: (916) 435-2091

Submitted By Contractor: Restoration Resources
CA Contractor's License 429252
3868 Cincinnati Avenue
Rocklin, CA 95765
Contact: Riley Swift
Phone: (916) 408-2990 Fax: (916) 408-2999

Project Name: Sundance Waterfowl Habitat, 60 acre parcel, Lakeview Farms

Project Location: Placer County, near the corner of Wise and Waltz Road at Coon Creek.

Project Description: To create additional waterfowl habitat on the property and thereby increase its conservation and recreational value, Restoration Resources proposes to excavate and construct a .67 acre waterfowl habitat "duck pond" on a portion of the Lakeview Farms property that is not encumbered by a conservation easement.

Scope of Work: Sierra View Landscape, Inc., dba Restoration Resources (hereafter referred to as Restoration Resources), proposes to provide to Sundance Properties (hereafter referred to as the Client) all labor, materials, and equipment necessary to complete the following tasks:

Task Details:

Task 1: CDFG 1602 Permit Acquisition

Restoration Resources shall present the restoration design to the California Department of Fish and Game in order to secure a Section 1602 Lake and Streambed Alteration Agreement for this work.

Task 1 Cost: \$ 2,500.00

Task 2: Habitat Construction

27016-B Sundance Habitat, Unencumbered

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Restoration Resources shall construct one perennial wetland in the easternmost 60-acre parcel of the Lakeview Farms property per the conceptual plan submitted December of 2006. The construction includes rehabilitation of the existing water pump to ensure year-round water access, excavation of the wetland, the installation of appropriate native wetland plants, and the responsible stockpiling and seeding of spoils to create upland habitat. The construction will follow as closely as possible the design components in the attached habitat design (Exhibit A), providing the client and other vested parties the greatest value within the existing budget.

Task 2 Cost: \$ 47,500.00

Total Cost:

Restoration Resources will provide all labor, equipment, and materials required to complete the proposed work for: **Fifty thousand dollars and no cents (\$50,000.00).**

Assumptions:

Permits: The Client shall bear all permit application costs. The costs shall be payable in the form of a check to be included with the permit application.

Differing Site Conditions: This proposal assumes certain site conditions. If these conditions change prior to or during the duration of work, then work will be halted until a change order or contract amendment is agreed upon between both parties.

Schedule of Work: Restoration Resources will schedule the work for timely completion, upon written acceptance of this proposal by the Client.

Assignment and Binding Effect: Restoration Resources and the Client understand and agree neither shall be authorized to transfer or assign the rights and obligations contained herein to another party, without the expressed written permission of the respective parties hereto.

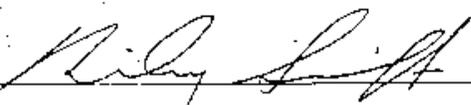
Total Cost: Restoration Resources shall provide all labor, equipment, and materials required to complete the proposed work for the total cost of: **Fifty thousand dollars and no cents (\$50,000.00).**

Payment Schedule: Payment is due upon receipt of invoice. Restoration Resources will submit invoices monthly for the percentage of work completed each task listed above. The Client shall pay the entire amount of the invoice within 30 days. A monthly finance charge equal to 1% of the unpaid balance will be levied on the client's account if delinquent over 30 days.

Insurance: Restoration Resources shall maintain full insurance coverage during the entire course of the proposed work, including all required State and Federal Workers Compensation. Our policies cover General Liability, Automobile Liability, and Consulting Professional Liability. Limits include: General Aggregate - \$2,000,000, Personal Injury- \$1,000,000, Errors & Omissions - \$1,000,000, and Auto - \$1,000,000.

Acceptance of Proposal: This accepted proposal shall be the agreement, or be incorporated as a part of any supplementary contract, work order, or notice to proceed for the same work, and the following persons are authorized to legally bind their respective companies or organizations in contracts of this nature and with their signatures agree to the terms and conditions of this proposal:

Contractor:
Restoration Resources



Signature

1/16/08

Date

President

Title

Client:
Sundance Properties



Signature

1-18-08

Date

President

Title

370/420

PLACER COUNTY

BUDGET REVISION

PAS DOCUMENT NO. _____

POST DATE:

DEPT NO.	DOC TYPE	Total \$ Amount	TOTAL LINES
06	BR	516,000.00	2

Cash Transfer Required JV 226349

Reserve Cancellation Required

Establish Reserve Required

Auditor-Controller

County Executive

Board of Supervisors

ESTIMATED REVENUE ADJUSTMENT

APPROPRIATION ADJUSTMENT

DEPT NO.	T/C	Rev	Fund	Sub Fund	OCA	PCA	OBJ 3	PROJ.	PROJ. DTL	AMOUNT
06	006		100		992233		8954			258,000.00
TOTAL										258,000.00

DEPT NO.	T/C	Rev	Fund	Sub Fund	OCA	PCA	OBJ 3	PROJ.	PROJ. DTL	AMOUNT
06	014		100		992233		2555			258,000.00
TOTAL										258,000.00

REASON FOR REVISION: To appropriate funds transferred from Wetland Mitigation Trust (370/420) for contract with Sundance Properties (restoration of riparian and wetland habitat property along Coon Creek).

Prepared by Amy Townley Ext 3079

Department Head _____

Date: 3/11/08

Board of Supervisors _____

Page: _____

Budget Revision # _____ FOR INDIVIDUAL DEPT USE

EXHIBIT C