

Before the Board of Supervisors County of Placer, State of California

Resolution No.:2018-042

In the matter of:

A Resolution authorizing the Director of Public Works and Facilities, or his designee, to execute an Agreement for Purchase and Sale and to take all actions necessary to complete the acquisition of the vacant 399.7± acre property (APN No. 020-130-035) on the south side of Riosa Road and east/northeast of Ranch House Road, approximately one mile east of State Route 65, in Sheridan, CA.

The following Resolution was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held March 20, 2018, by the following vote on roll call:

Ayes: DURAN, WEYGANDT, UHLER, MONTGOMERY, HOLMES

Noes: NONE

Absent: NONE

Signed and approved by me after its passage.



Chair, Board of Supervisors

Attest:



Clerk of said Board

WHEREAS, Westervelt Ecological Services, LLC is the owner of APN No. 020-130-035 comprised of approximately 399.7± acres, located on the south side of Riosa Road and east/northeast of Ranch House Road, approximately one mile east of State Route 65 in Sheridan, California (see attached Material Terms, Exhibit B – Property Depiction - “Bradley Property”); and

WHEREAS, Westervelt Ecological Services, LLC is willing to sell the real property to the County of Placer for the purchase price of Five Million Two Hundred and Ninety-six Thousand Twenty Five and No/100 Dollars (\$5,296,025.00) (the “Purchase Price”); and

WHEREAS, the property contains significant wetland and endangered species habitat conservation values; and

WHEREAS, an updated appraisal for the Bradley Property was received by the County estimating a fee title cost of \$7,825/acre without consideration to wetland or conservation values whereas the Bender Rosenthal and Placer County Conservation Program (PCCP) land value analyses take these values into consideration and assign a value of \$13,250/acre to wetland properties; and

WHEREAS, this acquisition preserves the Bradley Property's open space conservation values (e.g., open space, scenic, cultural resources and natural landscape) and the agricultural productive capacity (the quality of the site for grazing); and

WHEREAS, acquisition of agricultural property contains multiple Placer Legacy Program conservation values critical to the success of the PCCP's conservation strategy and would preserve outstanding areas of natural communities including vernal pools, Yankee Slough, emergent marsh, and occupied habitat of PCCP covered species; and

WHEREAS, the fee title acquisition of the Bradley Property is Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15308 actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment; and, Section 15313 Acquisition of Lands for Wildlife Conservation Purposes including (a) preservation of fish and wildlife habitat; and

WHEREAS, the County desires to acquire the Bradley Property from Westervelt Ecological Services, LLC, for the Purchase Price, pursuant to the terms set forth in the Agreement for Purchase and Sale; and

NOW THEREFORE, BE IT RESOLVED, that the Placer County Board of Supervisors does hereby authorize the Director of Public Works and Facilities, or designee, to execute the Agreement for Purchase and Sale in substantial conformance with the attached Material Terms (See Exhibit A), subject to County Counsel concurrence, and take all actions necessary to acquire the Bradley Property.

ATTACHMENT –WESTERVELT BRADLEY MATERIAL TERMS

EXHIBIT A

WESTERVELT BRADLEY PROPERTY MATERIAL TERMS

WESTERVELT PROPERTY

MATERIAL TERMS

Agreement for Purchase and Sale

1. **Property:** That certain real property located in the Riosa Road, Sheridan Community Plan Area of Placer County, California, consisting of an approximately 399.7 acres of Placer County Assessor's Parcel No. 020-130-035, hereinafter referred to as the "Bradley Property" ("Legal Description" – Exhibit A and "Property Depiction" – Exhibit B).
2. **Parties:** The County of Placer, a political subdivision of the State of California ("County") and Westervelt Ecological Services, LLC, a Delaware limited liability company, the fee simple owner ("Owner").
3. **Escrow Opening:** The purchase and sale of the Purchase Property will be consummated by means of an escrow to be opened at Placer Title Company, Order No. P-254323, Attention Debbie Yue, 193 Fulweiler Avenue, Auburn, CA 95603, Telephone (530) 885-7722, Fax (530) 885-1592, ("Escrow Holder") within five working days following the Effective Date of the Agreement.
4. **Purpose of Agreement:** The purpose of the Agreement of Purchase and Sale (Agreement) is to provide for the purchase and sale of the Bradley Property as conveyed through a Grant Deed from Owner to County.
5. **Purchase Price:** Five Million Two Hundred Ninety-six Thousand Twenty-five and No/100 Dollars (\$5,296,025.00)
6. **Close of Escrow:** Close of Escrow shall occur no later than ninety (90) days following the Effective Date of the Agreement of Purchase and Sale, unless otherwise extended by mutual consent of the Parties.
7. **Conditions to Close:** The Close of Escrow shall be conditioned on all of the following: 1) County's written acceptance of the condition of title and physical and environmental condition of the Bradley Property; 2) The Owners' delivery of copies of all tests, surveys, maps, plans, records, permits, correspondence reports or other materials affecting the Bradley Property which are in Owner's possession or control

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and which have not already been provided to the County; 3) concurrent with the Close of Escrow, County and Owner will enter into a Consultant Services Agreement pursuant to which Owner will provide specified habitat management, monitoring, reporting and enhancement services to County for the Bradley Property over a three year term in the approximate amount of Six Hundred Fifty Eight Thousand Nine Hundred Twenty Two and No/100 Dollars (\$658,922.00); 4) Owner shall deliver and County shall assume the ten year Grazing Lease between Owner and Bradley Brothers Cattle, LLC; and 5) the Owner shall deliver possession of the Bradley Property to County at Close of Escrow, subject to said Grazing Lease.

8. Closing Costs: Owner shall pay any recording fees and the premium for County's standard CLTA Title Policy. County shall be responsible for any premium for additional coverage beyond the standard CLTA Title Policy. Owner shall pay any transfer taxes and all costs to place the Bradley Property in the condition for conveyance required by the Agreement. County and Owner shall each pay one-half (1/2) of the escrow fees, documents preparation costs and other related closing costs. County and Owner shall each pay its own legal and professional fees and fees of other consultants incurred with regard to this transaction.
9. Representations and Warranties: Owner shall provide warranties and representations regarding the Bradley Property as defined in the Agreement.

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Westervelt Ecological Services, LLC, a Delaware limited liability company, by and through their authorized agents, accept and agree to incorporation of the above Material Terms into preparation of a Purchase and Sale Agreement with the County. The Parties recognize and agree that the enforceability of the terms of any future Purchase and Sale Agreement shall be subject to prior approval by the Placer County Board of Supervisors or its designee, and Westervelt Ecological Services, LLC.

ACCEPTANCE OF MATERIAL TERMS

WESTERVELT ECOLOGICAL SERVICES, LLC,
a Delaware limited liability company

By: TH
Name: Travis Hemmen
Title: Vice President

Date: 2/26/2018

Exhibit A Legal Description
Exhibit B Property Depiction

EXHIBIT A

Exhibit "A" Legal Description

The land described herein is situated in the State of California, County of Placer, unincorporated area, described as follows:

Parcel One:

The Southeast Quarter, the West half of the Northeast Quarter, the East half of the Northwest Quarter and Lot 2, or the West half of the Northwest Quarter, Section 18, Township 13 North, Range 6 East, M.D.M.

Excepting therefrom that portion lying Easterly and Northerly of the following described line:

Beginning at a point on the North line of Section 18, Township 13 North, Range 6 East, M.D.M., from which point a rebar accepted as the Northeast corner of said Section 18 bears North 89° 33' 43" East 1325.02 feet; thence South 00° 02' 22" West 2655.22 feet; thence South 89° 54' 43" East 1330.16 feet; thence South 00° 25' 32" East 2647.72 feet to a point from which a 2 Inch C.I.P. set for the Southeast corner of said Section 18, by map recorded in Book 4 of Surveys Page 4, Placer County Records, bears South 89° 49' 37" West 11.80 feet.

Parcel Two:

That portion of Section 17, Township 13 North, Range 6 East, M.D.M. lying Westerly and Southerly of the following described line:

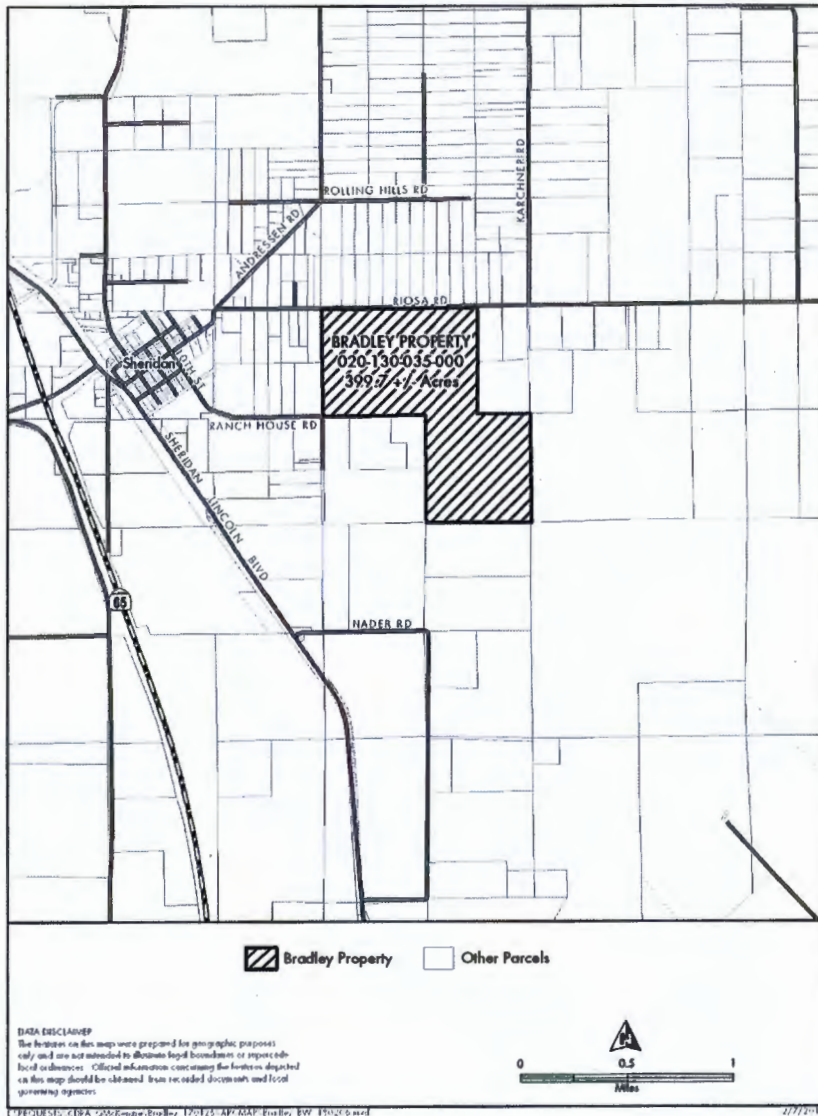
Beginning at a point on the North line of Section 18, Township 13 North, Range 6 East, M.D.M., from which point a rebar accepted as the Northeast corner of said Section 18 bears North 89° 33' 43" East 1325.02 feet; thence South 00° 02' 22" West 2655.22 feet; thence South 89° 54' 43" East 1330.16 feet; thence South 00° 25' 32" East 2647.72 feet to a point from which a 2 Inch C.I.P. set for the Southeast corner of said Section 18, by map recorded in Book 4 of Surveys Page 4, Placer County Records, bears South 89° 49' 37" West 11.80 feet.

Description is pursuant to Certificate of Compliance recorded January 30, 2017 as Instrument No. 2017-0006800, Official Records.

A.P.N. : 020-130-035

EXHIBIT B

Property Depiction



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