



M E M O R A N D U M
COUNTY EXECUTIVE OFFICE
County of Placer

TO: Board of Supervisors DATE: June 14, 2022

FROM: Jane Christenson, Acting County Executive Officer

BY: Daniel Chatigny, Deputy County Executive Officer

SUBJECT: Placer Land Trust – Clover Valley Use of Funds Agreement

ACTIONS REQUESTED

1. Approve and authorize the Board Chair, or designee, to execute a Use of Funds Agreement, and any amendments thereto, with the Placer Land Trust to provide up to \$1,000,000 in County General Funds to assist in the purchase and acquisition of a conservation easement jointly held by Placer County and the Placer Land Trust on 487± acres of land located at the terminus of Clover Valley Road and Rawhide Drive in the City of Rocklin.
2. Approve a budget amendment AM-00661 for the Fiscal Year 2021-22 Community and Agency Support budget to facilitate a transfer of funds to the Placer Land Trust and cancel General Fund Capital Reserves in the amount of \$1 million.

BACKGROUND

The Board has provided long-term policy direction, financial, and other support for public, private, and non-profit partnerships toward the acquisition of property interests that are considered the highest priority for the preservation of open space, agriculture, cultural and historic resources, wetlands, streams, and species habitat. The Board's direction is consistent with the Placer County General Plan Goals (5.D, 6.E) and Policies (5.D.2, 6.A.15, 6.E.1, 6.E.3, 6.E.4) as well. The Placer Land Trust (PLT) is a private non-profit 501(c)(3) land conservation organization and a long-term partner of Placer County and the Placer Legacy program including the conservation of the Oest Ranch, Harvego Bear River Preserve, Side-Hill Citrus, Beard Ranch, and other significant agricultural and open spaces throughout the County.

The subject property is a parcel of approximately 487 acres within Clover Valley, located at the terminus of Clover Valley Road and Rawhide Drive in the City of Rocklin. Clover Valley is adjacent and connected to the Western Placer County Education Foundation's preserve in the City of Lincoln immediately to the west and has trail connection opportunities to the north and east in Placer County and to the south in the City of Rocklin along Clover Valley Creek.

Clover Valley's ecological values include expansive oak woodlands, grassland, and riparian habitats. A 20-acre fresh emergent wetland supports California black rail, a California threatened and PCCP protected bird species, and the valley contains Swainson's hawk critical foraging habitat. The perennial Clover Valley Creek runs through the valley and historically supported salmon and steelhead fish populations as recently as 1985.

Clover Valley has also been home to Native Americans for over 7,000 years and was a major tribal center according to archeologists. This rich history is still present in Clover Valley and past field work has identified 34 prehistoric sites.

The placement of a conservation easement on the property would be done in conjunction with the fee title purchase of the Clover Valley Preserve by William Jessup University (WJU). WJU and PLT are partnering to protect, preserve and restore the biological diversity of Clover Valley, to protect in perpetuity, the significant cultural resources of the valley, and to provide experiential learning

opportunities for WJU students and other local schools and colleges, and to provide educational and recreational opportunities for the residents of Rocklin and Placer County.

A development agreement and residential development project within Clover Valley were approved by the City of Rocklin for the development of approximately 558 homes and a roadway bisecting the valley floor and Clover Valley Creek. This 487+/- acre preserve would instead protect the slope and valley floor areas from development and its many biological and cultural resource values.

USE OF FUNDS AGREEMENT

The allocation of County General Funds to public or private beneficiaries must be supported by a related public interest or benefit. The County has prepared the attached Use of Funds Agreement supported by findings included in this staff report and the agreement. The Use of Funds Agreement establishes the terms and conditions of providing public funds to the Clover Valley acquisition and conservation easement with PLT. The conservation easement will be jointly held by the County and PLT, but PLT will undertake management and enforcement of the conservation easement.

The acquisition and recordation of a conservation easement is consistent with the objectives of Placer County, the Placer County Conservation Program, and the Placer Legacy Program for habitat conservation and restoration within western Placer County. A conservation easement provides a significant public benefit since it preserves open space land within the County, protects sensitive biological resources and habitat, and ensures historic resources within the County will be preserved for future generations.

ENVIRONMENTAL IMPACT

Execution of the Use of Funds Agreement is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15308 (Actions by Regulatory Agencies for Protection of the Environment) and Section 15313 (Acquisition of Lands for Wildlife Conservation Purposes) since the acquisition and recordation of a conservation easement would result in preservation of fish and wildlife habitat and would assure the maintenance, restoration, enhancement, or protection of the environment.

FISCAL IMPACT

The Use of Funds agreement designates \$1,000,000 to be used from County general funds for purposes of obtaining a conservation easement on the property. General Fund Capital Reserves will be canceled in the amount of \$1 million and transferred to Placer Land Trust as a grantee. A budget amendment for the Fiscal Year 2021-22 Community and Agency Support budget will be needed to facilitate the transfer. The impact to the General Fund reserves is \$1 million.

ATTACHMENTS

Attachment A: Use of Funds Agreement

**USE OF FUNDS AGREEMENT
CLOVER VALLEY ACQUISITION AND PROTECTION VIA CONSERVATION EASEMENT**

This Use of Funds Agreement (“Agreement”) is made and entered into this _____ day of _____, 2022, by and between the County of Placer, a political subdivision of the State of California, hereinafter referred to as the “County”, and the Placer Land Trust (“PLT”), a private non-profit 501(c)(3) public benefit organization, hereinafter referred to as “Grantee” and collectively referred to as “Parties.”

WITNESSETH:

WHEREAS, Clover Valley consists of roughly 622 acres west of Sierra College Boulevard and Union Pacific Railroad and east of Park Drive within the City of Rocklin, and is one of the last remaining, intact sections of oak and riparian woodlands in western Placer County;

WHEREAS, Clover Valley includes expanses of oak woodland, grassland and riparian habitats, a roughly 20-acre wetland that supports California Black Rail, a California threatened bird species, Swainson’s Hawk critical foraging habitats, and the perennial Clover Valley Creek that supported salmonids as recently as 1985;

WHEREAS, Clover Valley has been home to Native Americans for over 7,000 years and was a major tribal center according to archeologists that includes at least 34 prehistoric sites;

WHEREAS, Clover Valley is also currently the site of an approved development with entitlements for approximately 558 single family homes and a roadway across the valley floor;

WHEREAS, the Parties have an interest in assisting in the purchase, acquisition, and protection of up to approximately 487 acres within the Clover Valley (the “Property”) for conservation and other public benefit purposes;

WHEREAS, the Parties have an interest in ensuring the Property is permanently protected by a conservation easement (“Conservation Easement”);

WHEREAS, the acquisition and recordation of a Conservation Easement on the Property is consistent with the objectives of Placer County, the Placer County Conservation Program, and the Placer Legacy Program for habitat conservation and restoration within western Placer County;

WHEREAS, use of County funds for the acquisition and recordation of a Conservation Easement on the Property provides a significant public benefit since protection of the Property preserves open space land within the County, protects sensitive biological resources and habitat, ensures natural resources within the County will be preserved for future generations, and meets objectives of the County’s General Plan;

WHEREAS, the County desires to contribute up to \$1,000,000 to Grantee to assist in acquisition of the Property and recordation of a Conservation Easement on the Property;

WHEREAS, the Parties acknowledge that \$1,000,000 is a portion of the total project cost and other project funders are anticipated to provide the majority of project funding, up to approximately \$18 Million.

NOW, THEREFORE, it is hereby agreed by and between the Parties as follows:

1. The Recitals listed above are incorporated into this Agreement.
2. County shall provide to Grantee funds in the amount of one million and no/100 dollars (\$1,000,000) (the "Grant Funds") that shall go towards acquisition of the Property and recordation of a Conservation Easement on the Property. Grantee shall provide County with the escrow account to which the funds will be deposited, along with any other information reasonable and necessary to allow the County to wire or otherwise deliver funds to Grantee; within twenty (20) days of either execution of this Agreement or Grantee having provided notice, whichever is later, the County shall deposit the funds into escrow.
3. Grantee shall use Grant Funds exclusively for the purchase of the Property and recordation of a Conservation Easement of the Property and shall provide a written confirmation of the transfer of funds for the purchase of the Property and recordation of a Conservation Easement in a format reasonably acceptable to the County, including an account of the use of the Grant Funds upon request by the County.
4. During the use of Grant Funds, Grantee shall recognize in any documentation that the permanent protection of the Property was funded in part by funds granted by the County of Placer. Recognition of the County shall be provided in the same manner as recognition provided to other funding entities.
5. Grantee shall comply with all laws, rules, and regulations applicable to the use of the Grant Funds.
6. Grantee agrees that the Grant Funds are provided for acquisition of the Property and the Conservation Easement and shall not be used for any purpose not specified in this Agreement. Grantee further agrees that if the Property is not ultimately purchased or if a Conservation Easement held by the Parties is not recorded upon the Property within two (2) years of execution of this Agreement, Grantee shall return the Grant Funds to the County in their entirety.
7. The Parties agree that the Conservation Easement placed on the Property shall be recorded, it shall be held jointly by the Parties, it shall be in perpetuity, and it shall allow for public access and recreation. Each party shall be a successor-in-interest to the other for purposes of ownership of the Conservation Easement, and both Parties shall agree in writing prior to any transfer or sale of the Conservation Easement. Management and enforcement of the Conservation Easement, including approval rights within the Conservation Easement, shall rest with Grantee to exercise in its sole discretion.
8. County's rights regarding (a) the format and content of the Conservation Easement described in paragraphs 3 and 7 above, and (b) recognition of County described in paragraph 4 above, except for the County's right to jointly hold the Conservation Easement, shall not supersede Grantee's obligations to other project funders and landowner(s) of the Property, and the resolution of any inconsistency among project funders regarding paragraphs 3, 4, and 7 herein will be reasonably determined by the Parties to this Agreement and the parties to the Conservation Easement.

9. All notices to either party that may be required or authorized by this Agreement shall be in writing and either deposited in the United States Mail, postage prepaid or personally delivered. The notice shall be effective upon the date of personal delivery or date of mailing. Notices regarding this Agreement shall be sent or delivered to the Grantee or County at:

Grantee:

Placer Land Trust
Attn: Executive Director
922 Lincoln Way, Ste. 200
Auburn, CA 95603

County:

Placer County
Community Development Resource Agency
Attn: Placer Legacy Program Coordinator
3091 County Center Drive
Auburn, CA 95603

10. Either party may amend its address for notice by notifying the other party in writing.
11. This Agreement shall inure to the benefit of, and bind the parties hereto, and their successors and assigns, including any and all entities to whom the Property herein referred to may be transferred by reason of incorporation, annexation, unification, consolidation or for any other reason.
12. If any provision of this Agreement, as applicable to either party, or to any other person or circumstance, is for any reason held to be invalid, it should not affect the validity of any other provision of this Agreement. The waiver by either party hereto, of any breach, term, covenant or condition contained herein shall not constitute a waiver of any subsequent term, covenant or condition contained herein.
13. This is an integrated Agreement and contains all of the terms, conditions, understandings and promises of the parties. The terms of this Agreement may not be modified except upon the mutual written consent of the parties.
14. This Agreement may be executed in duplicate counterparts. Each counterpart shall be an original and both together shall constitute but one and the same document. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signatures of all parties' designated signatories.

In addition, this Agreement and future documents relating to this Agreement may be digitally signed in accordance with California law. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on behalf of the persons duly authorized by the governing boards of the parties hereto.

PLACER LAND TRUST

Jeff Darlington, Executive Director

Date: _____

COUNTY OF PLACER

Chair, Board of Supervisors

Date: _____