

**MEMORANDUM  
DEPARTMENT OF FACILITY SERVICES  
COUNTY OF PLACER**

To: **BOARD OF SUPERVISORS**

Date: **DECEMBER 14, 2010**

From: *JD* **JAMES DURFEE / MARY DIETRICH** *MD*

Subject: **BRUIN RANCH CONSERVATION EASEMENT ACQUISITION**

**ACTION REQUESTED / RECOMMENDATION:** It is recommended that your Board take the following actions associated with the acquisition of a conservation easement consistent with the goals and policies of the Countywide General Plan and objectives of the draft Placer County Conservation Plan over APNs 026-020-009, 026-020-011, 026-020-012, 026-020-013, 026-061-001, 026-061-003, 026-061-007, 026-061-051, and 026-061-068, comprising 1,773± acres of land located in the Auburn Valley/Big Hill area of Placer County, which is a part of the property known as Bruin Ranch (the "Property"), and an irrevocable offer of dedication for a conservation easement over APNs 020-162-020, 020-162-022 and 020-150-027 comprising 427 ± acres of property known as the Doty Ravine Preserve (the "Preserve") in western Placer County (see Attachment A):

1. Delegate authority to the Director of Facility Services to execute an Agreement of Purchase and Sale, in an amount not to exceed Five Million Dollars (\$5,000,000), for the acquisition of a conservation easement between the County and the Trust for Public Land over the Property, together with the associated easements, and acquisition of an Irrevocable Offer of Dedication (IOD) from the Placer Land Trust for a conservation easement over the Preserve, based on the attached Material Terms and in a form as approved by County Counsel; and
2. Adopt the attached Resolution authorizing the Director of Facility Services, or his designee, to execute all documents and take all actions necessary to complete these transactions, disburse funds and record the Deed of Conservation Easement, the IOD, and related documents; and
3. Approve the attached Budget Revision canceling reserves in the amount of \$4,000,000 in the Open Space Fund and \$1,000,000 from the Tree Mitigation Trust Fund, and appropriate the funds for this transaction; and
4. Find the acquisition of the Deed of Conservation Easement for the Property and the IOD for the Preserve maintain and preserve open space within Placer County and are therefore categorically exempt from review under the California Environmental Quality Act pursuant the CEQA Guidelines Section 15317 and 15325; and
5. Approve the addition of the Property, and upon acceptance of the IOD, the Preserve to the Master Fixed Asset List.

**BACKGROUND:**

The Trust for Public Land, working in cooperation with the Placer Land Trust, has entered into a purchase and sale agreement to acquire fee title interest in a portion of the property known

as the Bruin Ranch owned by Harvego Real Estate LLC. Phase 1 of the TPL/Harvego agreement comprises approximately 1,773-acres located in the Auburn Valley/Big Hill area of Placer County. The purchase and sale agreement between the Trust for Public Land and the property owner has established the close of escrow date for the Phase 1 acquisition as prior to December 31, 2010. The Placer Land Trust has agreed to take fee title to the Property subsequent to the close of escrow.

Because of the proximity to Hidden Falls Regional Park and the significant biological resources identified for conservation in the Placer County Conservation Plan (PCCP) and the property's consistency with the Placer Legacy program, the Trust for Public Land has offered to sell to the County a conservation easement over this Property for Five Million Dollars (\$5,000,000). This offer also includes an IOD from the Placer Land Trust for a conservation easement over the 427 acre Preserve in western Placer County. County funds for the purchase of the conservation easement and IOD constitute 53% of the total cost of the acquisition with the balance of the acquisition cost paid by the Wildlife Conservation Board (see attached Attachment B).

The Property is undeveloped with nearly the entire site comprised of oak woodlands with blue oaks being the dominant over-story species. This Property is the largest intact stretch of unfragmented oaks remaining in western Placer County under a single ownership. In addition, the Property contains approximately 3 miles of the Bear River and has a significant amount of valley foothill riparian/riverine habitat along its thousands of feet of streams. This Property currently has many miles of ranch roads that could be utilized as public trails, providing the potential to extend the trail system established at Hidden Falls Regional Park to the Bear River.

The Preserve possesses wildlife and habitat values of great importance to the County, the people of the State of California and the people of the United States. This property provides high quality natural, restored and/or enhanced habitat for a number of sensitive species including vernal pool fairy shrimp, vernal pool tadpole shrimp, valley foothill elderberry longhorn beetle, Swainsons hawk, Central Valley steelhead, Chinook salmon, California black rail, western pond turtle, burrowing owl, tri-colored blackbird, white-tailed kite, and the northern harrier. The property also contains important habitats including valley foothill riparian, grasslands, vernal pool wetlands, seasonal wetlands, riverine, valley oak woodlands and blue oak woodlands, as well as agricultural, scenic, cultural, open space and other public values.

### **ADOPTED PROGRAMS AND POLICIES**

The subject acquisition is consistent with a number of adopted programs and policies that have been developed since the 1994 when the Countywide General Plan Policy Document was adopted. For years, the County has developed programs and policies that focus on the conservation of key ecological resource areas. The General Plan lists oak woodlands, riparian habitat and key watershed areas, all of which are present on the Bruin Ranch and Doty Ravine Preserve properties. Some of these policy programs are based upon the County's own initiatives and policies (e.g., Placer Legacy). Other programs were jointly developed, or are being developed at this time, with the partnership of state and federal agencies (e.g., the Placer County Conservation Plan) or with multiple partner organizations (Placer Land Trust and the Truckee Donner Land Trust).

The key policies and programs that provide the basis for a consideration of this acquisition include the following.

- **1994 General Plan Policy Document** - includes open space and conservation element goals, policies and programs that emphasize land conservation
- **2000 Placer Legacy Open Space and Agricultural Conservation** - developed to implement the conservation goals of the Placer County General Plan
- **2003 Oak Woodland Conservation Program** - developed to identify conservation objectives for oak woodlands and to secure funding for land acquisitions and restoration
- **2004 Spenceville Conceptual Area Protection Plan** - developed by the Department of Fish and Game as a land acquisition plan to fund and acquire oak woodlands in the region around the Spenceville Wildlife Area
- **Placer County Conservation Plan (PCCP)** - A County-initiated program to provide 50-years of regulatory coverage for a number of state/federal regulations that affect endangered species and habitat (including oak woodlands)

#### **PCCP CONSERVATION VALUES:**

The properties subject to this acquisition have the potential to provide substantial conservation and/or mitigation values for the PCCP. If and when the PCCP is approved, staff proposes that these properties be incorporated into the PCCP's Reserve System. These values or "credits" can be claimed pursuant to terms contained in the Planning Agreement that was signed by the Board of Supervisors and the Wildlife Agencies when the PCCP work program was initiated in 2001. In particular, Section 6.7 of that Agreement states that the Wildlife Agencies will "credit such lands toward the land acquisition or habitat preservation requirements of the NCCP/HCP if, and to the extent, the lands contribute to the NCCP/HCP's conservation strategy." Staff believes that the County's fair share contribution towards this acquisition, 53% of the total, is creditable to the PCCP.

In addition to the PCCP credit value of Bruin Ranch, which is predominately associated with oak woodlands and the Bear River, the County is also acquiring credit value from the Doty Ravine Preserve parcel owned by the Placer Land Trust. As a part of this transaction, the County has reached an agreement with the Placer Land Trust to secure an IOD over the 427 acre Preserve for a habitat conservation easement which can be utilized for vernal pool grassland and riparian conservation credits and which will implement the provision of the PCCP known as "jump start". This provision encourages acquisition of lands during Year One of PCCP implementation in order to "jump start" the establishment of the Reserve System before a significant amount of impact occurs. This buffer of mitigation before impact/take must be maintained over the 50-year term of the PCCP and is known as the "stay ahead" provision. It has been proposed that two percent of the Reserve System be identified as an adequate cushion that will allow covered activities to proceed quickly without violating the "stay ahead" provision of the PCCP. The Preserve contains both vernal pool grassland and riparian habitat credits values that qualify for the jump start provision. If and when the PCCP is approved, staff proposes that the County will accept the IOD, establish a habitat conservation easement over the property and work with the Placer Land Trust and the U.S. Fish and Wildlife Service and

Department of Fish and Game on developing a reserve management plan for the Preserve property.

**BENEFITS OF ACQUISITION:**

Acquisition of the conservation easements subject to this agreement represent a unique opportunity to preserve contiguous oak woodlands, wildlife corridors, watershed health, grazing lands, cultural resources and scenic resources. The conservation easement on Bruin Ranch will also provide for public recreation opportunities including connectivity to the existing public trail system beginning at the Hidden Falls Regional Park, and potentially providing further habitat connectivity to lands identified for conservation in Nevada County. Values associated with the conservation easement acquisition are summarized as follows:

- 1) 933 acres of land creditable to County mitigation requirements of the PCCP
- 2) Early PCCP contribution to the conservation of blue oak woodlands habitat amounting to 15% of the oak woodland mitigation requirement
- 3) Approximately 3% of the PCCP riparian/riverine habitat requirements
- 4) PCCP vernal pool grassland credit attributable to the requirement to jump start habitat conservation in advance of impact
- 5) Avoided impacts associated with the retirement of permitted development rights
- 6) Avoided costs associated with acquisition of trail easements

**AGREEMENT OF PURCHASE AND SALE AND CONSERVATION EASEMENT:**

To accomplish this acquisition, a Purchase and Sale Agreement will be entered into with the Trust for Public Land with the consent of the Placer Land Trust. The Purchase and Sale Agreement will initially establish the acquisition of a conservation easement over the Phase 1 Bruin Ranch property, but will allow for the easement to be converted to a habitat conservation easement following approval of the PCCP. This acquisition includes conveyance of all access right as currently enjoyed by the property owner. Additionally, the transaction will include an IOD from the Placer Land Trust for a habitat conservation easement over the Preserve exercisable at the County's discretion. The right to convert or accept habitat conservation easements following approval of the PCCP will allow the County to delay more rigorous and costly monitoring of the property until such time as the PCCP structure can fund such costs. Other material terms of the Purchase and Sale Agreement, Deed of Conservation Easement and of Development Rights and IOD are contained in Attachment C.

**ACQUISITION COST:**

An appraisal of this property performed by Jarrette Company LLC, dated October 28, 2009, valued the fee title estate of the Phase 1 property at \$9,500,000 or \$5,360 per acre. The Trust for Public Land and the Placer Land Trust have offered to sell to the County a conservation easement, including rights for non-motorized vehicle access over the Phase 1 property and an IOD over the Doty Ravine Preserve, for \$5,000,000, or a cost of \$2,820 per acre. Valuation of the easements takes into account the numerous rights granted to the County (see Attachment C), including:

- Acquisition of development rights
- Control of economic uses of the properties
- The right to convert the conservation easement over the Property and Preserve into a more restrictive habitat conservation easement consistent with the PCCP
- The right to limit the use of the properties consistent with the terms of the conservation easements
- Rights for public access on the Phase 1 Property

The cost for these conservation easements is consistent with other easements negotiated by the County and other conservation acquisitions in the region. The balance of the purchase price of the Property will be obtained by the Trust for Public Land from the State Wildlife Conservation Board.

**ENVIRONMENTAL CLEARANCE:** The acquisition of the conservation easement and IOD is categorically exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15317. Section 15317 provides for the acceptance of easements in order to maintain the open space character of an area. On a separate and independent basis, acquisition of the conservation easement and IOD is categorically exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15325. Section 15325 provides for the transfer of ownership interests in land made to preserve open space, habitat, or historical resources. This acquisition has been publicly noticed in accordance with Government Code section 6063.

**FISCAL IMPACT:** The acquisition cost for the conservation easement and IOD is \$5,000,000. The sources of funds for this acquisition include the Placer County Open Space Fund in the amount of \$4,000,000, and the Tree Mitigation Trust Fund in the amount of \$1,000,000. A budget revision is necessary to appropriate these funds. On-going maintenance and monitoring of the conservation easement is estimated to cost \$1,000 annually and will be funded through the CDRA Planning Services' budget.

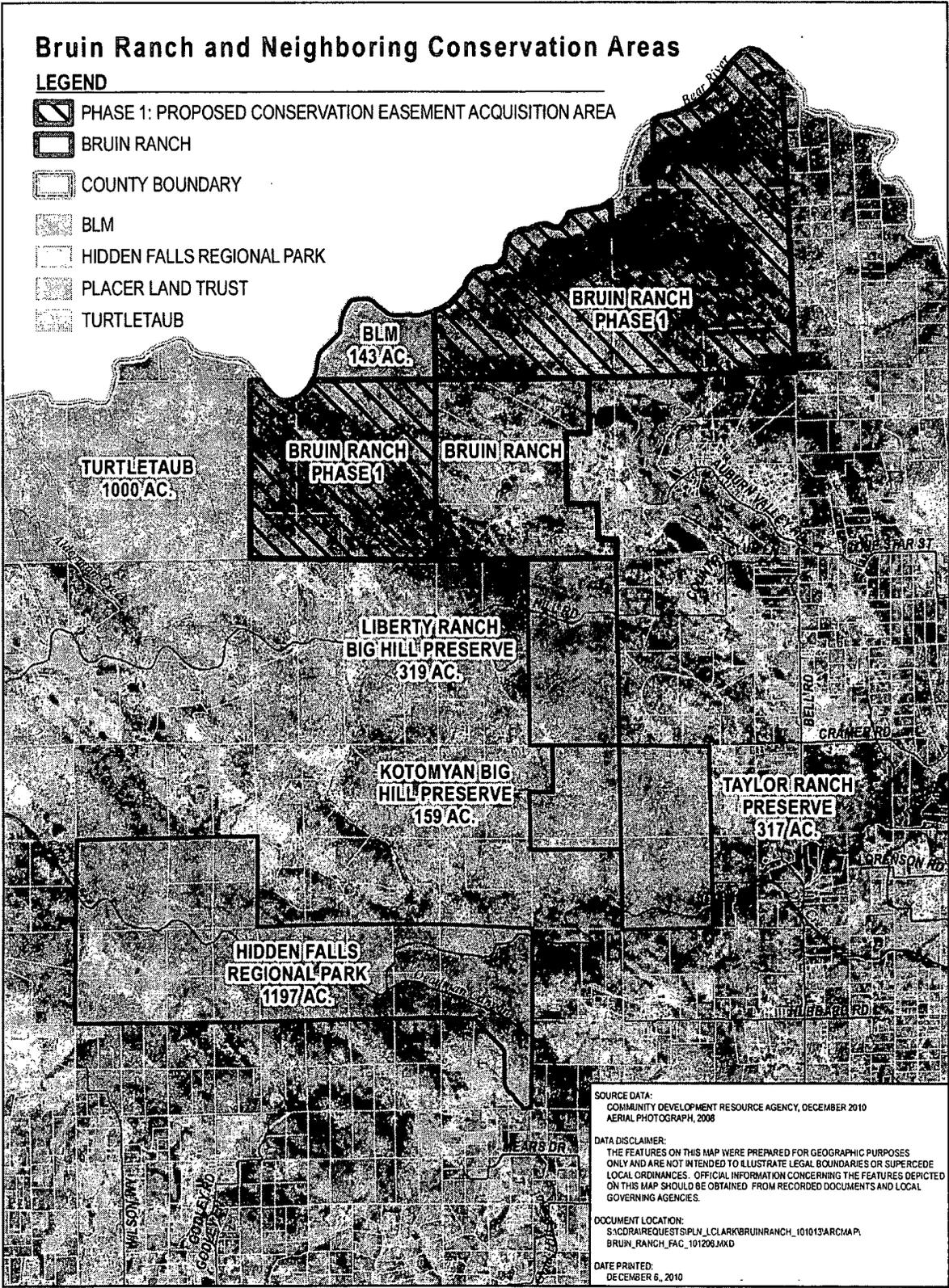
JD:AR:MR:LM:DB

ATTACHMENTS: ATTACHMENT A – PROPERTY DEPICTIONS  
 ATTACHMENT B – WCB LETTER  
 ATTACHMENT C – MATERIAL TERMS  
 RESOLUTION  
 BUDGET REVISION

CC: COUNTY EXECUTIVE OFFICE  
 COUNTY COUNSEL  
 CDRA

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# BRUIN RANCH







ARNOLD SCHWARZENEGGER, Governor  
NATURAL RESOURCES AGENCY  
DEPARTMENT OF FISH AND GAME  
**WILDLIFE CONSERVATION BOARD**  
1807 13<sup>th</sup> Street, Suite 103  
Sacramento, California 95811-7137  
www.wcb.ca.gov  
(916) 445-8448  
Fax (916) 323-0280

November 22, 2010

Placer County Board of Supervisors  
175 Fulweiler Avenue  
Auburn, CA 95603

**Re: Bruin Ranch Phase 1**

Dear Placer County Board of Supervisors,

I am pleased to announce that on November 18, 2010 the Wildlife Conservation Board (WCB) approved \$4,500,000 in grant funding to Placer Land Trust for the acquisition and permanent protection of 1,773 acres on the Bear River in Placer County known as Bruin Ranch Phase 1.

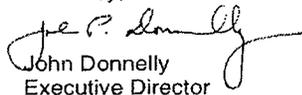
The Bruin Ranch property is located within the Spenceville Conceptual Area Protection Plan and is a priority acquisition for the Bear-Yuba Partnership and the Department of Fish & Game (DFG) North Central Region. As DFG Region Director, Mr. Kent Smith, has affirmed, the oak woodlands, waterways, and diverse wildlife habitat at Bruin Ranch are remarkable, as is the potential for public recreation. Bruin Ranch is adjacent to and will connect thousands of acres of public or protected lands – including the Big Hill Preserve area protected by Placer Land Trust in 2007 using funding from (among others) WCB and Placer County. This is an incredible property in a unique location, and worthy of full protection now while we have the opportunity.

Notably, the Bruin Ranch Phase 1 project is also consistent with the Natural Community Conservation Planning (NCCP) program of DFG, which we understand is being implemented by Placer County through its "Placer County Conservation Plan". At our Board meeting, Mr. John McCamman, DFG Director and WCB Chairman, seconded the motion to approve the Bruin Ranch Phase 1 grant following discussion of the project's compatibility with the Placer County Conservation Plan. WCB is pleased to invest such significant State funding into Placer County based not only on the strength of this project, but also because we value the efforts of Placer Land Trust, Placer County, DFG, and other partners in implementing broad-based and sustainable wildlife protection on a regional basis.

**I strongly urge Placer County to join the Wildlife Conservation Board in fully funding the Bruin Ranch Phase 1 project.**

Please feel free to contact me at your convenience with any questions you may have, and I look forward to partnering with Placer County once again.

Sincerely,

  
John Donnelly  
Executive Director

**MATERIAL TERMS****AGREEMENT OF PURCHASE AND SALE**

- 1) **Property:** That certain property, located in the Auburn Valley/Big Hill area of Placer County, consisting of Assessor Parcel Nos. 026-020-009, 026-020-011, 026-020-012, 026-020-013, 026-061-001, 026-061-003, 026-061-007, 026-061-051, and 026-061-068 (the "Property").
- 2) **Parties:** The County of Placer, a political subdivision of the State of California ("County") and The Trust for Public Land, a California non-profit public benefit corporation ("TPL").
- 3) **Purpose of Agreement:** The purpose of this Agreement is to provide for the purchase by County of an easement over the Property as conveyed through the recordation of a "Deed of Conservation Easement" from TPL to County and recordation of an Irrevocable Offer of Dedication between the Placer Land Trust ("PLT) and the County over the 427 acre property consisting of Assessor Parcel Nos. 020-162-020, 020-162-022 and 020-150-027 known as the Doty Ravine Preserve.
- 4) **Purchase Price:** \$5,000,000
- 5) **Close of Escrow Date:** On or before December 31, 2010
- 6) **Conditions to Close:**
  - a) **Conservation Easement.** Execution by TPL of the Deed of Conservation Easement and of Development rights.
  - b) **Acknowledgement of Rights.** Execution by PLT of a recordable acknowledgement of rights granted to County and consenting to subordinate and amend or extinguish the Easement in favor of a habitat conservation easement at County's discretion.
  - c) **Irrevocable Offer of Dedication.** Execution by PLT of a recordable Irrevocable Offer of Dedication for a conservation easement over APNs 020-162-006 and 020-150-02.
  - d) **Access Easements.** Execution of recordable access easements for the Ranch Road, Freiheit Connection and Northwest Corner.
  - e) **Title Policy.** Conveyance of the Easement to the County subject only to the "Permitted Exceptions".
  - f) **Preliminary Report.** Conveyance to County an easement estate to the Property free and clear of all monetary liens or encumbrances, unless approved in writing by County.
  - g) **County's Title Policy.** Issuance of a title insurance policy at the Close of Escrow with regional exceptions with liability in the amount of the Purchase Price,

insuring easement estate to the Property, subject only to: (1) the Permitted Exceptions; (2) reservations by Harvego for trail and road access; and (3) the printed exceptions and exclusions common to ALTA Coverage policies other than the "arbitration" provision, which shall be deleted.

- h) Taxes. Taxes shall be apportioned and cleared in the manner required by Sections 5081 of the California Revenue and Taxation Code.
  - i) Delivery of TPL's Documents. TPL shall deliver copies of all tests, surveys, maps, plans, records, permits, correspondence reports or other materials affecting the Property which are within the TPL's possession or control and which have not already been provided to the County.
  - j) Due Diligence Reports. County shall be permitted to investigate the Property to determine in the County's sole and absolute discretion, the suitability of the property for its intended uses.
  - k) Possession. Except for as expressly provided for in the Easement, TPL shall deliver possession of the Easement to County at Close of Escrow.
- 7) Closing Costs: County shall pay any recording fees and the premium for County's Title Policy. TPL shall pay any transfer taxes and all costs to place the Property in the condition for conveyance required by the Agreement. County and TPL shall each pay one-half (1/2) of the escrow fees, document preparation costs and other related closing costs. County and TPL shall each pay its own legal and professional fees and fees of other consultants incurred with regard to this transaction.
- 8) Representations and Warranties: TPL shall provide warranties and representations regarding the Property as defined in the Purchase and Sale Agreement.

### **DEED OF CONSERVATION EASEMENT AND DEVELOPMENT RIGHTS** **BRUIN RANCH – PHASE 1**

- 1) Parties: The County of Placer, a political subdivision of the State of California ("County") and The Trust for Public Land, a California non-profit public benefit corporation ("TPL").
- 2) Property: That certain property, located in the Auburn Valley/Big Hill area of Placer County, consisting of Assessor Parcel Nos. 026-020-009, 026-020-011, 026-020-012, 026-020-013, 026-061-001, 026-061-003, 026-061-007, 026-061-051, and 026-061-068 (the "Property").
- 3) Purpose of Easement: The purposes of this Easement are to ensure that the Property will be retained in its natural condition, to preserve, protect, and maintain, in perpetuity the Protected Values of the Property and to prevent any use of the Property that will impair or interfere with its Protected Values except as otherwise allowed by this Easement.
- 4) Protected Values: Specific attributes of the Property, which the Easement shall protect and conserve as Conservation Values, are hereinafter collectively referred to as the "Protected Values", and include but are not limited to:

- a) Un-fragmented blue oak woodland, blue oak-foothill pine woodland, blue oak woodland savannah, valley foothill riparian, riverine and other mixed hardwoods/conifer forest .
  - b) Open character of this region by preserving the natural landscape and the scenic values.
  - c) Protection from soil erosion and the resultant impacts to water quality on the Bear River and numerous intermittent tributaries of the Bear River, through land stewardship and application of sound land management practices on the Property.
  - d) Assurance that the Property shall be held and used for the purposes of plant and wildlife habitat preservation, restoration and management, environmental education and research, trail recreation and for compatible public or private uses, all as may be consistent with natural habitat preservation and protection of sensitive natural resources.
- 5) Affirmative Rights and Interests Conveyed: To accomplish the purpose of this Easement, the following rights and interests are conveyed to the County:
- a) To identify, preserve and protect in perpetuity the Protected Values.
  - b) To inspect, observe, and study the Property for the purposes of:
    - i) identifying the uses and practices thereon and the baseline condition thereof;
    - ii) monitoring biological resources and the uses and practices regarding the Property to determine whether they are consistent with this Easement,
    - iii) assuring restoration, adaptive management, and maintenance activities do not compromise the Protected Values; and
    - iv) designing and constructing trails and any necessary appurtenant parking/staging areas and access roads.
  - c) To have access to the Property, including for the purposes of facilitating, developing and implementing public use of trails and other recreation facilities if County determines to do so. Such entry shall be not unreasonably interfere with TPL's use and enjoyment of the Property.
  - d) To prevent any activity or use of the Property that is inconsistent with the conservation of the Protected Values and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.
  - e) To erect and maintain such signage on the Property as County may require.
  - f) To convey to County all development rights which may be associated with the Property, including the right to construct single family residential units and accompanying secondary dwelling units or any accessory structures on any currently existing legal parcel, and to convey any and all right by TPL to apply for a land use entitlement, modification to or further subdivision of the Property to allow for any new or enhanced development rights on the Property, except as specifically permitted by County in writing. County acknowledges TPL's desire to retain one (1) development right on the Property of up to five (5) acres in size, within which TPL, or successor, may construct buildings for caretakers who are solely involved in management of the Property and any permitted secondary and accessory structures and agrees to work with TPL to allow the same.

- g) To convey the right for the County to construct and operate a non-motorized multiuse trail system on the Property, and associated facilities, including but not limited to staging areas, access roads, parking, restroom facilities, picnic areas, and water and sewer disposal facilities (the "Trail System"). The Parties agree and acknowledge that the precise alignment and construction of the Trail System is subject to further technical and entitlement review and mutual approval by the Parties. The Parties therefore agree to the following regarding the Trail System:
    - i) The TPL and County agree to work cooperatively and use their respective best efforts to identify mutually agreeable facilities and non-motorized trail alignments and the parking/staging area location to constitute the Trail System. The Parties agree and acknowledge that construction and utilization of the Trail System is intended to be consistent with the Protected Values.
    - ii) The County may invite the general public to utilize the Trail System on the Property following County's and TPL's approval of a trail operation and maintenance plan.
  - h) To amend or extinguish this Easement and convey a habitat conservation easement as determined by County.
  - i) To convey to County all rights to enjoy access to the Property to the full extent TPL possesses such rights.
- 6) Reserved Rights: TPL reserves all rights accruing from their ownership of the Property, including the right to engage in, or permit, or invite others to engage in uses of the Property that are not expressly prohibited herein and are not inconsistent with the Purposes of this Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:
- a) the right to sell or transfer the Property in its entirety, subject to the Easement;
  - b) all right, title and interest in and to all tributary and non-tributary water, water rights, and related interests in, on, under, or appurtenant to the Property, provided that such water rights are used on the Property in a manner consistent with the Purposes of this Easement;
  - c) all right, title and interest in subsurface oil, gas and minerals; provided that the manner of exploration for, and extraction of any oil, gas or minerals shall be only by a subsurface method, and shall not damage, impair or endanger the Protected Values of the Property;
  - d) recreational activities including but not limited to hunting and fishing in accordance with established game laws and to the extent that such activities are not in conflict with County's use of this Property;
  - e) the right to control predatory, invasive and problem animals;
  - f) the ability to restore, create, improve, and maintain habitat in accordance with state and federal regulations unless such rights are subordinated, amended or extinguished through the recordation of a habitat conservation easement for the PCCP;
  - g) the right to conduct sustainable forestry activities, including fuel load reduction activities;
  - h) the right to activities related to carbon sequestration.

- i) the right to engage in agricultural uses of the Property to the extent that such activities are compatible with the Protected Values;
  - j) the right to construct agricultural structures outside the use areas, which are directly related to permitted agricultural uses of the Property;
  - k) reserving the right to rent the Property or portions thereof for pursuit of permitted uses;
  - l) educational activities consistent with the Purposes of the Easement.
- 7) Enforcement: The County may take all actions that it deems necessary to ensure compliance with the terms, conditions, covenants, and Purposes of this Easement.
  - 8) Perpetual Duration: The Easement shall run with the land in perpetuity. Every provision of this Easement that applies to TPL or the County shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear.
  - 9) Conversion of Conservation Easement: TPL agrees that, after PCCP approvals have been given, this Conservation Easement may be amended and/or converted and replaced upon written request of County to provide for improved or enhanced protection of the Conservation Values on the Conservation Property as required by the PCCP, and agrees to cooperate with County and sign any and all documents necessary to effectuate such amendment and/or conversion.

**IRREVOCABLE OFFER OF DEDICATION  
FOR CONSERVATION EASEMENT  
DOTY RAVINE PRESERVE**

- 1) Parties: The County of Placer, a political subdivision of the State of California ("County") and The Placer Land Trust, a tax-exempt non-profit organization qualified under section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and qualified to do business in California ("PLT").
- 2) Property: That certain property, comprising approximately 427 acres of property designated as Assessor Parcel Numbers APNs 020-162-020, 020-162-022 and 020-150-027 known as the Doty Ravine Preserve (the "Conservation Property") located in the County of Placer.
- 3) Offer of Dedication: For good and valuable consideration, PLT voluntarily irrevocably offers to grant and convey to County a conservation easement (the "Conservation Easement") in perpetuity over the Conservation Property.
- 4) Purpose of Easement. The purposes of the Conservation Easement are to ensure that the Conservation Property will be retained forever in its natural, restored, or enhanced condition, and to prevent any use of the Conservation Property that will impair or interfere with the Conservation Values of the Conservation Property. PLT intends that the Conservation Easement will confine the use of the Conservation Property to

activities that are consistent with such purposes, including, without limitation, those involving the preservation, restoration and enhancement of native species and their habitats.

- 5) Conservation Values: The Conservation Property possesses wildlife and habitat values of great importance to the County, the people of the State of California and the people of the United States. The Conservation Property provides high quality natural, restored and/or enhanced habitat for vernal pool fairy shrimp, vernal pool tadpole shrimp, valley foothill elderberry longhorn beetle, Swainsons hawk, Central Valley steelhead, Chinook salmon, California black rail, western pond turtle, burrowing owl, tri-colored blackbird, white-tailed kite, and the northern harrier. The property also contains important habitats and other state and federally-listed or candidate species and contain valley foothill riparian, grassland, vernal pool wetlands, seasonal wetlands, riverine, valley oak woodlands and blue oak woodlands, as well as agricultural, wildlife habitat, scenic, cultural, open space and other public values. Individually and collectively, these wildlife and habitat values comprise the "Conservation Values" of the Conservation Property.
- 6) The Preserve possesses wildlife and habitat values of great importance to the County, the people of the State of California and the people of the United States. This property provides high quality natural, restored and/or enhanced habitat for a number of sensitive species including vernal pool fairy shrimp, vernal pool tadpole shrimp, valley foothill elderberry longhorn beetle, Swainsons hawk, Central Valley steelhead, Chinook salmon, California black rail, western pond turtle, burrowing owl, tri-colored blackbird, white-tailed kite, and the northern harrier. The property also contains important habitats including valley foothill riparian, grasslands, vernal pool wetlands, seasonal wetlands, riverine, valley oak woodlands and blue oak woodlands, as well as agricultural, scenic, cultural, open space and other public values.
- 7) County Acceptance of Irrevocable Offer: County may accept the Irrevocable Offer of Dedication for Conservation Easement at any time after consent of the United States Fish and Wildlife Service ("USFWS"). PLT waives any and all rights to initiate an action to extinguish the Irrevocable Offer of Dedication. Upon acceptance of the Offer by County, all of the covenants, terms, conditions and restrictions of this Irrevocable offer of Dedication for Conservation Easement shall be in full force and effect and constitute the covenants, terms, conditions and restrictions of the Conservation Easement.
- 8) Third Party Approval; Declaration Provisions; Management Plan Amendments: The "USFWS" is a signatory to and may enforce the Declaration of Covenants and Restrictions dated July 16, 2008. Subject to Section 12 the Declaration, PLT must obtain prior written approval of USFWS to record a conservation easement on the Conservation Property that contains all of the provisions set forth in the Declaration.
- 9) County's Rights: To accomplish the purposes of this Conservation Easement, Grantor hereby grants and conveys the following rights to Grantee:
  - a) To preserve and protect the Conservation Values;
  - b) To enter the property at reasonable times in order to monitor and enforce compliance with the terms of the Conservation Easement and implement

- activities for reservation, restoration and enhancement of native species and habitat;
- c) To prevent any activity on or use of the Conservation Property that is inconsistent with the purposes of the Conservation Easement and to require the restoration of such areas or features of the Conservation Property that may be damaged by any act, failure to act, or any use or activity that is inconsistent with the purposes of this Conservation Easement;
  - d) To require that all mineral, air and water rights as County deems necessary to preserve and protect the biological resources and Conservation Values of the Conservation Property shall remain a part of and be put to beneficial use upon the Conservation Property, consistent with the purposes of this Conservation Easement;
  - e) All present and future development rights appurtenant to, allocated, implied, reserved or inherent in the Conservation Property; such rights are hereby terminated and extinguished, and may not be used on or transferred to any portion of the Conservation Property, nor any other property adjacent or otherwise.
- 10) Reserved Rights: PLT reserves to itself, all rights accruing from PLT's ownership of the Conservation Property, including the right to engage in or permit or invite others to engage in all uses of the Conservation Property that are not prohibited or limited by, and are consistent with the purposes of, this Conservation Easement.
- 11) Conversion of Conservation Easement: PLT agrees that, after PCCP approvals have been given, this Conservation Easement may be amended and/or converted and replaced upon written request of County to provide for improved or enhanced protection of the Conservation Values on the Conservation Property as required by the PCCP, the PCCP Implementing Agreement(s), and any amended Management Plan for the Conservation Property in accordance with the PCCP, and agrees to cooperate with County and sign any and all documents necessary to effectuate such amendment and/or conversion.
- 12) Access: This Conservation Easement does not convey a general right of access to the public.

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

**In the matter of:** A Resolution authorizing the Director of Facility Services, or his designee, to execute all necessary documents and to take all actions associated with the acquisition of the conservation easement over portions of the Bruin Ranch, located in the Auburn Valley/Big Hill area of Placer County and the acquisition of an irrevocable offer of dedication for a conservation easement over property known as the Doty Ravine Preserve in western Placer County.

**Resol. No.:** \_\_\_\_\_

The following **RESOLUTION** was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held \_\_\_\_\_, 2010 by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

\_\_\_\_\_  
Chairman, Board of Supervisors

Attest: Clerk of said Board

\_\_\_\_\_

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**WHEREAS**, Harvego Real Estate, LLC is the owner of APNs 026-020-009, 026-020-011, 026-020-012, 026-020-013, 026-061-001, 026-061-003, 026-061-007, 026-061-051, 026-061-068 comprising of approximately 1,773± acres, located in the Auburn Valley/Big Hill area of Placer County California (the "Property"); and

**WHEREAS**, Harvego Real Estate, LLC desires to sell this Property to the Trust for Public Land; and

**WHEREAS**, the Trust for Public Land desires to sell a conservation easement to the County of Placer (hereinafter "County") to preserve recreation, agricultural, wildlife habitat, cultural and open space conservation/mitigation values; and

**WHEREAS**, the Placer Land Trust is the owner of APNs 020-162-020, 020-162-022 and 020-150-027 comprising approximately 427 acres of property known as the Doty Ravine Preserve located in western Placer County California (the "Preserve"); and

**WHEREAS**, the Placer Land Trust desires to grant to County an irrevocable offer of dedication for a habitat conservation easement over the Preserve; and

**WHEREAS**, a conservation easement over the Preserve will preserve wildlife habitat, cultural and open space conservation/mitigation values of great importance to the County, the people of the State of California and the people of the United States; and

**WHEREAS**, the Purchase Price to acquire conservation easements over the Property and Preserve is Five Million and No/100 Dollars (\$5,000,000.00) (the "Purchase Price"); and

**WHEREAS**, upon the Trust for Public Land's receipt of grant funds from the California Wildlife Conservation Board for acquisition of the Property, the County desires to acquire the conservation easements over the Property and the Preserve for the Purchase Price.

**NOW THEREFORE, BE IT RESOLVED**, that the Placer County Board of Supervisors does hereby authorize the Director of Facility Services, or his designee to execute on behalf of the County all documentation necessary to acquire a conservation easement over the Property and irrevocable offer of dedication of a conservation easement over the Preserve as described herein, and to take all other actions necessary to acquire the subject property interests; does hereby authorize the disbursement of County funds necessary to complete the transaction; and does hereby consent to the acceptance and recordation of the deeds, easements, and related documents for said property interests.

PAS DOCUMENT NO.

Tree Mitigation Dept=06, OCA=370660, OL3=3780

**BUDGET REVISION**

**POST DATE:**

DEPT NO.	DOC TYPE	Total \$ Amount	TOTAL LINES
12	BR	6,000,000.00	3

- Cash Transfer Required
- Reserve Cancellation Required  
Fund 150 GL 2420/SubGL 558000 \$4,000,000
- Establish Reserve Required

*[Signature]*  
 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	DEPT NO.	T/C	Rev	Fund	Sub Fund	OCA	PCA	OBJ 3	PROJ.	PROJ. DTL	AMOUNT
10	006		150		224000	22400	8780			1,000,000.00	10	014		150		224000	22400	4001			1,000,000.00
											10	014		150		224000	22400	4001			4,000,000.00
<b>TOTAL</b>										1,000,000.00	<b>TOTAL</b>										5,000,000.00

REASON FOR REVISION: Cancel \$4m in Open Space Reserves and transfer \$1m in Tree Mitigation Funds for the acquisition of Bruin Ranch.

Prepared by \_\_\_\_\_ Ext \_\_\_\_\_  
 Department Head Linda Cochran for Tim Miller  
 Board of Supervisors \_\_\_\_\_

Date: 12/14/10

Page: \_\_\_\_\_

Budget Revision # \_\_\_\_\_ FOR INDIVIDUAL DEPT USE

*220*