



Fee Acquisition Grant Agreement

Between the State of California, Wildlife Conservation Board
and
Grantee

For: Insert Project Name

In: Insert County, California



GRANTEE: Organization Name:
Address:
Attn: [Insert name and title](#) (Grantee Contact)
Phone:
Email:
Fed. Emp. ID No./Taxpayer ID No. _____

(Delete if not applicable) SUCCESSOR GRANTEE: Organization Name:
Address:
Attn: [Insert name and title](#) (Successor Grantee Contact)
Email:
Fed. Emp. ID No./Taxpayer ID No. _____

GRANTOR: Wildlife Conservation Board
P.O. Box 944209, Sacramento, California 94244-2090
Attn: Executive Director
Phone: (916) 445-8448
Email: wcb@wildlife.ca.gov

Project Name:

Project Location:

Grant Agreement No.: WC- _____

Board Approval Date: _____

Grant Amount: Not to exceed \$ _____

1. Authority. This grant is awarded pursuant to the following authority(ies): [Cut and paste all applicable authorities from here: AUTHORITY LIST - Grant template](#)

2. Funding. The funding for this grant comes from the following source(s): [Cut and paste all applicable fund sources from here: FundingLanguageCheatSheet.docx \(sharepoint.com\)](#)

3. Property and Location. The Wildlife Conservation Board (Grantor) is entering into this Grant Agreement for Fee Title Acquisition (hereafter “Agreement” and more fully defined below) for the purpose of assisting Grantee with the acquisition of fee title to approximately _____ acres of [[privately-owned or publicly-owned](#)] land [[commonly known as _____](#)], located in _____ County(ies), California (Property). The Property is described in the attached **Exhibit A – Legal Description**.

4. Grantor Approval. On [\[INSERT DATE\]](#), Grantor approved this grant and hereby grants to [\[Insert Grantee’s organizational name\]](#), an eligible [[Select from: public entity, non-profit entity {and, if you know the form of the non-profit entity, e.g., “a California non-profit public benefit corporation”}](#)] or [federally-recognized Native American tribe](#)], (Grantee), a sum not to exceed _____ dollars (\$_____) (Grant Funds). All references in this Agreement to “Grantee” include designees, successors, transferees, and assignees.

Grantor shall deposit the Grant Funds into escrow, however, Grantor’s obligation to disburse Grant Funds into escrow is conditioned upon and subject to satisfaction of all of the terms contained herein. Grant Funds shall be used as purchase money only for the acquisition of the Property, which excludes escrow and title fees and other fees and costs incurred to accomplish the transaction and the conveyance and acquisition of the Property. Additional requirements are more fully described in the Agreement, including Grantee’s obligation to manage and administer the terms of this Agreement. The acquisition and the additional requirements constitute the Project (Project).

5. Grantee Acceptance, Approval, and Voluntary Reporting. Grantee agrees to perform the Project and accepts the Grant Funds upon and subject to the terms and conditions contained herein, Grantor’s General Grant Guidelines and all applicable specific fund source guidelines referenced therein that are in effect on the date Grantor approved the grant (“Grant Guidelines”), the statements and representations contained in Grantee’s Full Application including responses to Supplemental Questions, all exhibits hereto and all other documents which may later be approved relating to this grant, all of which are hereby incorporated by reference and made part of this Agreement (Agreement). If there is a difference in terms between the Grant Guidelines and the provision in this Agreement and the Exhibits hereto, the provisions below and Exhibits will control. For the purposes of this Agreement, “Full Application” means the document prepared containing the terms approved by Grantor, including responses to Supplemental Questions, on the date specified in section 4.

Grantee shall certify a resolution or evidence of other appropriate action of the governing board or governing body of Grantee, authorizing the execution and performance of this

Agreement and the carrying out of the Project by Grantee. Grantee shall provide Grantor, for its approval, a copy of such authorization prior to Grantee's execution of this Agreement. The approved, executed authorization is attached as **Exhibit B – Governing Body's Approved Authorization**. A sample form authorization can be found here: [Sample Resolution](#). Grantee may use a different form as long as it contains all of the elements in the Grantor's form. This Agreement shall be executed by a representative of Grantee who is duly authorized to do so.

Grantee is highly encouraged to provide spatial data to the [California Conserved Areas Database and/or the California Conservation Easement Database](#), whichever is applicable to this grant. These Geographic Information System databases inform State planning and policy, including the State's goal to conserve 30% of lands and coastal waters by 2030 (30x30). Grantees can submit spatial data or request help via email to <https://calands.org/contribute/>. Failure to provide data shall not subject Grantee to any remedies contained in this Agreement.

6. Conservation Values. [If the existing land use is not being preserved but modified in some way before being preserved, consult with Legal and your supervisor then consider adding: "Grantee shall modify the existing land use [describe] and then shall preserve the Property in its..."] Grantee shall preserve the Property in its [include all applicable terms from the following list: natural, scenic, agricultural, historical, forested, open-space] condition and for [articulate the purposes of the applicable fund source, include information from the Full Application and details consistent with CDFW's evaluation of the Property, like: wildlife habitat preservation, restoration and management; wildlife-oriented education and research; compatible public or private uses all as may be consistent with wildlife habitat preservation and protection of sensitive biological resources] (Conservation Values).

7. Purposes of the Grant. Grantee agrees that the Property acquired with Grant Funds shall be held, used, operated, managed, and maintained only in a manner that is consistent with this Agreement and to ensure the protection, in perpetuity, of the Conservation Values specified in section 6 (Purposes of the Grant).

8. Contacts and Communications. The contacts for this Agreement are specified on page 2. These contacts may be changed at any time with written notice to the other party and no amendment to this Agreement shall be required to do so. This notice and all other communications, documents, and reports specified herein shall be in writing and sent electronically to the person specified as the designated contact, unless otherwise agreed or as otherwise specified herein.

9. Effectiveness of Agreement. The Effective Date of this Agreement is the date it is signed by Grantor.

10. Willing Sellers, Fair Market Value, and Appraisals. Grantee shall acquire the Property from a willing seller(s) for a purchase price that does not exceed the fair market value of the Property, as established by an appraisal that is conducted by an appraiser who is licensed pursuant to Part 3 (commencing with Section 11300) of Division 4 of the Business and Professions Code. The

appraisal shall be prepared pursuant to the Uniform Standards of Professional Appraisal Practice (USPAP) and approved by the Department of General Services. The appraisal shall further be subject to the approval of Grantor including any third party that Grantor chooses to review the appraisal.

11. Holding Property Rights. The Property, including any portion of it or any interest in it, shall not be assigned, sold, transferred, exchanged, or otherwise conveyed without the written approval of Grantor at its sole discretion. Approval is not required for leases that are consistent with the Conservation Values of the Property, however, all leases must contain a reference that the leased property is subject to this Agreement. Prior to Grantor's approval, each successor-in-interest shall assume and agree in writing to be bound by all of the provisions of this Agreement. This Agreement is not assignable, assumable, or transferable by Grantee, either in whole or in part, except in connection with a transfer of the Property approved by Grantor as provided in this section. In the event of an approved sale, Grantee may be required to repay all or part of the Grant Funds to Grantor at its sole discretion. Any conveyance that is not authorized by Grantor is a violation of this Agreement and subjects Grantee to all legal remedies specified herein, including, but not limited to, repayment or disgorgement of profits from the sale pursuant to section 48.

If this Agreement identifies a Successor Grantee on page 2, in escrow, Grantee is required to direct the seller to convey the Property to the Successor Grantee. Successor Grantee, as a party to this Agreement, is bound by all of the covenants, obligations, and liabilities of the Grantee under this Agreement from and after the close of escrow and at which time all references to "Grantee" shall be deemed to include "Successor Grantee". Successor Grantee agrees to acquire and hold the Property subject to the terms and conditions of this Agreement. Successor Grantee must provide Grantor with a resolution or other action of its governing board or body pursuant to section 5.

12. Review and Approval of Documents. Grantee shall provide for Grantor's review and approval all documents pertaining to Grantee's acquisition of the Property, including, but not limited to, language contained in the grant deed and any exhibits thereto, appraisals, preliminary title reports and items referenced therein, options, agreements for purchase and sale, subordination agreements and documents needed to resolve title-related issues, escrow instructions, Buyer's Settlement Statement, instruments of conveyance, environmental documentation, hazardous materials assessments, and mineral assessment reports. Grantor may require additional documentation on a case-by-case basis.

Grantor can reject any changes to the above-referenced documents, or the documents themselves, if changes are made after Grantor's approval.

13. Removal of Encumbrances. Prior to or concurrently with the close of escrow, Grantee shall have removed or caused to be removed, or otherwise addressed to the satisfaction of Grantor, any encumbrances or defects of title that Grantor determines are inconsistent or could interfere

with the Purposes of the Grant. Any outstanding security interests or monetary encumbrances affecting the Property shall have been satisfied or released.

14. Other Funds. Grantee shall provide any and all funds, beyond the Grant Funds provided under this Agreement, that are needed to complete the Project. Grantee must report to Grantor all sources and amounts of other funds for the acquisition of the Property prior to the close of escrow. Failure to do so is a breach of this Agreement. Prior to the close of escrow Grantee shall have deposited, or caused to be deposited, into escrow all funds beyond the Grant Funds that are needed for Grantee to complete the acquisition of the Property.

15. [If the sale of the Property is part of a non-federal match for a federal Section 6 grant insert: **“Landowner Donation.** If Grantee is acquiring the Property for less than the approved, appraised fair market value, the difference between the purchase price and the appraised value is considered a landowner donation. The landowner donation has been approved by the United States Fish and Wildlife Service as being eligible to be used as a portion of the non-federal match required by Section 6 of the federal Endangered Species Act. Prior to or concurrently with the execution of this Agreement, Grantor and Grantee have entered into Subgrant Agreement No. _____, pursuant to which Grantor agrees to subgrant to Grantee the entire federal share of funding to facilitate Grantee’s acquisition of the Property.” If no landowner donation, insert: “This section is intentionally left blank.”]

16. Disbursement. Subject to the availability of funds pursuant to section 18 and upon satisfactory completion of the requirements contained in this Agreement that must be performed before disbursement, Grantor shall disburse all or part of the Grant Funds, the amount being subject to Grantor’s sole discretion, directly into the escrow account established for this Project as soon as practicable after receipt of a letter on Grantee’s letterhead signed by an authorized representative of Grantee that contains all of the following:

- a. “Disbursement Request” must be placed prominently at the top of the letter;
- b. The name and address of Grantee;
- c. Project name and WCB Grant number;
- d. Dollar amount of requested disbursement;
- e. Name, address and telephone number of the title company, name of the escrow officer, and the escrow account number into which the Grant Funds will be disbursed; and,
- f. A certification by Grantee that states the following: “Grantee hereby certifies that all funds, exclusive of the Grant Funds to be provided under the Agreement for this Project, needed to complete the acquisition have been secured and have been or will be deposited into escrow prior to or at the same time as the requested Grant Funds.”

Grantee may also use Grantor's Disbursement Request template that may be obtained by contacting the Grantor's Contact specified on page 2 of this Agreement.

17. Further Acts by Legislature or Governor. This Agreement is subject to any additional statutes, restrictions, limitations, or conditions enacted by the Legislature or made by the Governor which may affect the provisions, terms, or funding for this Agreement in any manner and Grantor has the right to amend this Agreement to reflect any such further acts. Grantor will not be liable for any costs or damages incurred by Grantee based on the circumstances described in this section.

18. Availability of Funding. Grantor shall not be obligated to disburse Grant Funds unless and until sufficient funds are appropriated for the fiscal years covered by this Agreement through the State budget process for the purpose of this Agreement or are released by the State Treasurer's Office (STO) to Grantor for expenditure for this grant and not subject to a STO recall. Grantor shall notify Grantee in writing if it is unable to disburse funds for these reasons. No Disbursement Request submitted prior to the appropriation or release of such funds to Grantor shall be effective. If the Legislature does not appropriate sufficient funds for the Agreement, the STO does not release funds, or the STO recalls funds, Grantor, at its sole discretion, may suspend or terminate the Agreement or amend the Agreement to reflect any reduction of funds. Grantor will not be liable for any costs or damages incurred by Grantee based on the circumstances described in this section.

19. Notice of Unrecorded Grant Agreement. Grantee and Successor Grantee shall sign and record or cause to be recorded, concurrently with close of escrow for the purchase of the Property, a Notice of Unrecorded Grant Agreement (Notice), incorporating by reference this Agreement and giving public notice that the Agreement contains a number of terms that materially affect the Property, including, but not limited to, the rights of entities considering condemnation, and gives legal rights and remedies to Grantor. The Notice shall be in the form of **Exhibit C – Notice of Unrecorded Grant Agreement.**

20. Termination Before Close of Escrow. Prior to close of escrow for acquisition of the Property but before Grantor's deposit of funds into escrow, either party may terminate this Agreement for any reason or for no reason, by providing the other party with not less than 15 days written notice of such termination. If this Agreement is terminated after Grantor's deposit of the Grant Funds into escrow but before close of escrow for Grantee's acquisition of the Property, Grantee shall not close escrow and shall cause the escrow holder to immediately return all Grant Funds to Grantor. Grantee shall bear all costs and expenses of such termination.

If escrow has not closed by one year from the Effective Date specified in section 9, this Agreement shall terminate subject to any extension entered into in writing by Grantor at its sole discretion.

21. Duties After Close of Escrow. Grantee's obligations contained in this Agreement that are not fully performed as of the close of escrow, shall survive the close of escrow and remain in full force and effect in perpetuity unless a different period of time is agreed to in writing by Grantor.

22. Electronic Copies of Documents. Promptly following the close of escrow, Grantee shall provide to Grantor, in electronic form, a conformed copy of the recorded deed(s) and the Notice with all recording information, as well as a copy of the final closing or settlement statement and the title insurance policy insuring Grantee as the owner of fee simple title to the Property subject only to those matters approved by Grantor under section 13 of this Agreement. Grantee shall also provide copies of other documents related to the closing of the above transaction as requested by Grantor.

23. Signage and Other Acknowledgements.

a. Generally. Grantee shall recognize the cooperative nature of the Project and shall provide credit to Grantor in promotional materials, press releases, brochures, presentations, advertisements, publications, reports, websites, social media posts, and exhibits prepared or approved by Grantee referencing the Project.

b. Signage. Grantee shall install, or shall cause to be installed, at least one sign on the Property providing credit to the Grantor which shall be subject to the mutual agreement of Grantor and Grantee regarding text, design, and location. The sign shall display the logo of Grantor that can be found at the link below. Grantor may waive this requirement, in its sole discretion.

Certain fund sources also require specific information be included on signage. If those fund sources apply to this grant, any such requirement shall be included. Signage requirements for specific fund sources can be found at: [Logos and Signage](#).

Sign(s) shall be in place no more than 6 months after the close of escrow. Within 10 days of the sign(s) being put in place, a photo and a map showing the location of the sign(s) shall be sent electronically to Grantor's Contact listed on page 2 with a caption that includes the Project Name shown on page 1.

When signs are required, signs shall be maintained on the Property in perpetuity.

c. Social Media. Grantee is encouraged to use social media to inform and share with the public information about the Project. Grantor shall be tagged on all posts related to the Project or activities referencing the Project.

24. Management Actions. If Grantee has identified Management Actions in its Full Application in order to ensure that the Purposes of the Grant are preserved in perpetuity, such actions shall be performed as part of the Project and are enforceable through this Agreement. Grantee hereby acknowledges the continuing obligations under this Agreement to fulfill any identified

Management Actions. As part of its monitoring reports required by section 25c, Grantee will report on its performance of any identified Management Actions. If Management Actions are required and no Management Actions have taken place in the reporting period, Grantee shall provide the reason(s) therefor. Grantor, in its sole discretion, may agree in writing to allow Grantee to modify any Management Actions. Any modified Management Actions continue to be fully enforceable through this Agreement.

25. Monitoring. Grantee shall monitor the Property at least annually pursuant to a Grantor-approved Monitoring Plan and submit written reports of the findings to Grantor pursuant to the following requirements:

a. Monitoring Plan. Within one year from the close of escrow, Grantee shall prepare a Monitoring Plan for the Property and submit it to Grantor for its approval. The Monitoring Plan must be developed to assess compliance with this Agreement and to ensure that the Purposes of the Grant are preserved in perpetuity. Grantee hereby acknowledges the continuing obligations under this Agreement to fulfill the requirements contained in the approved Monitoring Plan. The Monitoring Plan shall be prepared and carried out using funds other than Grant Funds. If the duties described in this section are carried out by a third party, any contract or agreement entered into by Grantee is subject to section 36 below regarding Contracting.

At a minimum, the Monitoring Plan shall:

- i. In narrative form (grantees may use information contained in their Full Application and include existing maps), characterize the existing conditions on the Property, including descriptions of the resources and Conservation Values, current and historic land uses, and improvements (e.g., roads, water diversions, buildings and other structures) on the Property. The Monitoring Plan shall identify any specific threats to the Conservation Values that warrant special attention (e.g., invasive species, illegal dumping, encroachments, and trespass.)
- ii. Identify frequency (must occur at least once per year) and timing (e.g., months or times of year appropriate to assess conditions or track changes in Conservation Values) of the monitoring activities and who will perform the monitoring. Identify the circumstances under which additional monitoring will be required.
- iii. Describe the procedures and methods that will be used to monitor the Property. Inspections, over the approved timeframe in (ii) above, must include the entire Property, including a review of Property boundaries, using methods appropriate to the characteristics of the Property. Monitoring procedures must include photo point monitoring or comparable documentation configured to detect change over time and described in the Monitoring Plan.
- iv. Include any other requirements specified in writing by Grantor.

The Monitoring Plan shall be amended if necessary due to changes in resource conditions on the Property, provided, however, that any proposed amendment to the Monitoring Plan shall be subject to the written approval of Grantor.

Once approved by Grantor, the Monitoring Plan, including any amendments thereto, is hereby incorporated by reference into this Agreement and enforceable pursuant to the terms of this Agreement.

As an alternative to the requirements of section 25a, Grantee, at its election, may submit a Monitoring Plan that complies with all of Grantor's monitoring requirements for Conservation Easements, including, but not limited to, those contained in Grantor's [Minimum Standards for Monitoring Protocols \(PDF\) \(ca.gov\)](#). In this instance, Grantee may use the information described in section 25a(i) in place of a Baseline Conditions Report.

b. Annual Monitoring. Grantee shall monitor the Property at least annually beginning the calendar year following the close of escrow. Monitoring shall be carried out in accordance with the Monitoring Plan approved by Grantor.

c. Monitoring Report. Within 90 days of completion of the monitoring provided for in the Monitoring Plan, Grantee will provide an electronic written report of its monitoring activities and the results of such monitoring (Monitoring Report) to Grantor. The Monitoring Report shall be sent to wcbmonitoring@wildlife.ca.gov, shall describe and document the monitoring activities in a manner that demonstrates that the monitoring was conducted in accordance with the approved Monitoring Plan, and shall include copies of photos taken during photo point monitoring or comparable documentation. If there have been any changes to the Property that could affect the Purposes of the Grant as compared to existing conditions at time of acquisition or since the last Monitoring Report, the Monitoring Report shall identify, explain, and assess the changes and, where applicable, any necessary corrective action(s).

If Management Actions pursuant to section 24 are included in the Project, the Monitoring Report will include an update on Management Actions or an explanation of why Management Actions have not taken place during the reporting period. In addition to Management Actions, the Monitoring Report shall also include a discussion of any other activities (e.g., proposed restoration or public access improvements) that are anticipated to be evaluated or implemented during the coming year.

If Public Access pursuant to section 27 is included in the Project, the Monitoring Report will include a description of the type and estimated frequency of public access being provided or an explanation of why Public Access hasn't been provided, along with a timeline for doing so.

The Monitoring Report must be signed and include the following certification:

"For this reporting period, Grantee certifies that it has carried out required monitoring activities. Grantee has determined either [] there are no current threats to the Purposes of the Grant, or, [] if threats are identified, Grantee will implement measures

to effectively address these threats. Grantee further certifies that if any Management Actions are required it has either [] taken applicable Management Actions, or [] Grantee has submitted an explanation of why no Management Actions were taken during the reporting period.”

26. Fencing.

- a. If all or a portion of the Property is fenced with external boundary fencing and that fencing needs repair or replacement, or new external boundary fencing is constructed, fencing shall be constructed, repaired, or replaced only with wildlife-friendly fencing. Requirements for wildlife-friendly fencing can be found here: [Wildlife Friendly Fence Specifications](#). Except as provided in b. below, as long as such fencing is wildlife friendly, no approval is needed.
- b. Notwithstanding a. above, if all or a portion of the Property shares a boundary with property owned or managed by CDFW, new, replaced, or repaired external boundary fencing must be wildlife-friendly and must be approved by CDFW.
- c. If new internal (or cross) fencing is proposed to be constructed, in addition to being wildlife friendly, Grantor’s written approval is required for such fencing.
- d. If existing internal (or cross) fencing is proposed to be repaired or replaced, such fencing shall be wildlife friendly and shall not require Grantor’s approval.

In its sole discretion, Grantor and/or CDFW may agree to conditions for Grantee’s wildlife-friendly fencing that deviate from the specifications in the above-referenced link. All such approved deviations shall be in writing and shall be sent to wcbmonitoring@wildlife.ca.gov.

27. Public Access. If Grantee has specified in its Full Application that public access for the Property will be provided, Grantee must provide such public access as specified therein, including timelines, if any. Public access can include, but is not limited to, trails, birdwatching, other non-consumptive uses, hunting, and fishing. The type and frequency of Public Access shall be included in Grantee’s Monitoring Report pursuant to section 25c.

28. Hunting and/or Fishing. If Grantee has identified in its Full Application that public access for hunting and/or fishing opportunities will be provided on the Property, the Property shall be open to public hunting and/or fishing as specified therein. In addition, for public hunting, Grantee shall enroll in the CDFW’s Shared Habitat Alliance for Recreational Enhancement Program (“SHARE”) (Fish and Game Code section 1570, *et seq.*). Grantor may release Grantee of its duty to enroll in the SHARE Program and, if so, will document this decision in writing.

29. Compliance with Laws. Grantee agrees that the Project, once the Property has been acquired, will comply and be managed consistent with all current laws and regulations which apply to the Project, including but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee agrees that if work on the Project requires permits, licenses, or entitlements, they shall be obtained. This obligation continues for duration of the Project.

30. Taxes. Grantee shall pay before delinquency all taxes, assessments (general and special), fees, and charges of whatever description levied on or assessed against the Property by competent authority and shall furnish Grantor with satisfactory evidence of payment upon request.

31. Liens. Grantee shall keep the Property free from any liens and judgments including, without limitation, those arising out of any obligations incurred by Grantee for any labor or materials furnished or alleged to have been furnished to or for Grantee at or for use on the Property.

32. Property as Security. Grantee agrees that the Property, including any portion of or interest in it, shall not be used as security for any debt without written approval from Grantor, at its sole discretion.

33. Earned Income. All earned income must further the Purposes of the Grant set forth in section 7, or be for related purposes, and the generation and use of earned income must be approved in writing by the Grantor. Requests for approval shall be sent to Grantor's Deputy Executive Director, Land Acquisition at landacquisition@wildlife.ca.gov.

34. Property as Mitigation. The Property, including any portion thereof, shall not be used for Mitigation. If Grantee seeks to enhance or restore the Property beyond the conditions on the Property at the close of escrow for the purposes of Mitigation, Grantee shall obtain prior written approval from Grantor, which may be granted at its sole discretion, provided, however, that under no circumstances shall the Property be used for any Mitigation that is inconsistent with or abrogates the Purposes of the Grant. If Grantor approves any Mitigation under this section, such approval shall be for the purposes of this Agreement only. Actual Mitigation requirements and conditions will be established and enforced by the authorities imposing them. For the purposes of this section, "Mitigation" means to satisfy any requirement or condition imposed by any non-Project related permit, agreement, authorization, or entitlement for use that is required to compensate for or otherwise offset impacts of any activity.

35. Carbon Sequestration. Establishing carbon credits or other emission offsets is prohibited on the Property, except as approved in writing by the Grantor at its sole discretion.

36. Contracting. If Grantee contracts with or otherwise obtains a third party to perform all or some of the duties contained in this Agreement, nothing contained in this Agreement or otherwise shall create any contractual relation between Grantor and any such third party, and, other than as permitted by section 11, no contract or agreement shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to Grantor for the acts and omissions of any such third parties and of persons directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay any such third parties is an independent obligation from Grantor's payment of Grant Funds. As a result, Grantor shall have no obligation to pay or to enforce the payment of any monies to any third party. Any contract or agreement with a third

party to perform all or some of the duties contained in this Agreement shall be made available to Grantor at the Grantor's request.

37. Grantor's Access. At Grantor's request, Grantee shall permit Grantor, its members, officers, employees, agents and representatives as well as representatives of CDFW to access the Property to ensure compliance with this Agreement. Such access shall not be less than once in three calendar years but may occur more frequently. Such access shall be at times reasonably acceptable to Grantee, following written or verbal request, and may occur multiple times at Grantor's sole discretion. Grantee agrees that access will be expedited, no more than 7 days after Grantor's request, in the event that Grantor believes that a Breach of this Agreement may have occurred or in the event of Unforeseen Circumstances.

38. Unforeseen Circumstances. Grantee agrees to notify Grantor within 90 days of any natural disaster or other significant event or emergency including but not limited to fires, floods, and other factors outside of Grantee's control that has or may adversely affect the Property or the Purposes of the Grant. Notification shall be sent to landacquisition@wildlife.ca.gov. Grantee and Grantor shall work cooperatively to address any such circumstances including amending this Agreement, if at Grantor's sole discretion, such amendment is necessary.

39. Condemnation. If the Property is being taken by exercise of eminent domain or is "under a threat of eminent domain" as defined by Code of Civil Procedure section 1263.025(b), Grantee shall promptly notify Grantor in writing. If all or any part of the Property is taken by exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation under a threat of eminent domain, Grantor and Grantee shall act jointly to recover from the condemning authority the full value of the property so taken or purchased, and all direct or incidental damages resulting therefrom. Grantor shall be entitled to the share of the Award (as defined below) which equals the ratio of the Grant Funds provided by Grantor to the purchase price Grantee paid to acquire the Property (e.g., if Grantor provided \$50,000.00 of Grant Funds and the purchase price was \$75,000.00, then Grantor would be entitled to two-thirds of the Award). For purposes of this Agreement, the "Award" shall mean all compensation awarded, paid or received on account of the property so taken or purchased, and all direct or incidental damages resulting from the taking or purchase, less all out-of-pocket expenses reasonably incurred by Grantee in connection with the taking or purchase.

40. Grantee Responsible for Project. The Project is the sole responsibility of Grantee. Grantor undertakes no responsibilities to Grantee or any third party, other than as expressly set out in this Agreement. The responsibility for implementing the Project is solely that of Grantee, as is the responsibility for any claim or suit of any nature by any third party related in any way to the Project.

41. Independent Capacity of Grantee. Grantee, its members, officers, directors, employees, agents, and representatives shall act in an independent capacity in the performance of this Agreement and not as a partner, member, officer, agent, employee, or representative of Grantor. Grantee acknowledges that Grantor is not acting as an employer to any individuals

furnishing services or work pursuant to this Agreement. Grantee shall secure all staff required to perform the services described in this Agreement and is responsible for withholding and paying employment taxes, insurance and deductions of any kind required by federal, state or local laws. Such personnel shall not be employees of or have any contractual relationship with Grantor.

42. Qualified Grantee. If Grantee is a non-profit organization, Grantee hereby represents that it is qualified under applicable provisions of the Internal Revenue Code, in good standing, and in compliance with applicable laws of the State of California relating to non-profit organizations. Grantee must remain as such as long as it owns the Property. If Grantee is a Native American tribe, Grantee hereby represents that it is federally recognized. Tribal grantees must remain as such as long as they own the Property. Grantees must notify Grantor if there is any material threat of their status changing and if, in fact, their status changes while they own the Property.

43. Termination of Non-profit Status of Grantee. If Grantee is a nonprofit organization and the existence of Grantee is terminated for any reason, title to all interest in the Property acquired with Grant Funds shall immediately vest in the State of California. However, prior to that termination, upon approval of Grantor, another public agency or nonprofit organization may receive title to all or a portion of that interest in the Property by recording its acceptance of title in writing. Any deed or other instrument of conveyance whereby the Property is being acquired by a nonprofit organization pursuant to this section shall be recorded and shall set forth the executory interest or right of entry on the part of the State of California.

44. Resolution of Disputes. Grantor's Deputy Executive Director, Land Acquisitions or designee has initial jurisdiction over each controversy arising under or in connection with the interpretation or performance of this Agreement. Grantee will diligently pursue with the Deputy Executive Director, Land Acquisitions or designee a mutually agreeable settlement of any such controversy. If the controversy cannot be resolved between Grantee and the Deputy Executive Director, Land Acquisitions or designee, Grantee must direct the grievance together with any evidence, in writing, to Grantor's Executive Director. The grievance must state the issues in the dispute, the legal authority or other basis for Grantee's position, and the relief sought. The Executive Director or their designee shall meet with a representative of Grantee to review the issues. A written decision signed by the Executive Director or designee shall be returned to Grantee within twenty (20) working days of the conclusion of this meeting. The decision of the Executive Director or designee shall be final. Grantee shall continue with its responsibilities under this Agreement during any dispute.

45. Causes of Breach by Grantee. If Grantor determines Grantee has made a material misrepresentation, submitted incomplete or misleading information to Grantor, violated this Agreement, including, but not limited to, an unauthorized change in use of the Property, failed to fulfill its obligations under this Agreement, or for other cause as determined by Grantor, Grantee shall be in Breach of this Agreement.

46. Procedures in the Event of a Breach. Except as provided herein, in the event of a Breach of Grantee's obligations under this Agreement that Grantor intends to enforce, Grantor shall give notice to Grantee describing the Breach. If Grantee does not cure the Breach within the time set in Grantor's notice, which may be extended at the discretion of Grantor if Grantee is diligently pursuing the cure, Grantee shall be in Default of this Agreement. Grantor shall have the sole discretion to determine if this provision providing notice and an opportunity cure will apply. In the event that Grantor has determined there is a need to seek a remedy for violation of the Agreement without notice and opportunity to cure because the violation is incurable or requires immediate action, it may do so, and Grantee shall be in Default of this Agreement.

47. Remedies in the Event of a Default. In addition to the remedy provided pursuant to Public Resources Code section 31116(b)(5) and in addition to any and all remedies available at law or in equity, in the event of a Default, Grantor shall have the following remedies, including section 48 below, which it can seek singularly or in combination with one another. Where interest is provided herein, interest shall be calculated at the rate(s) earned by the State's Pooled Money Investment Account from the date of disbursement to the date of repayment, compounded monthly.

a. Repayment. Where Grantor determines that repayment of Grant Funds is an adequate remedy, Grantee shall be liable to Grantor for the immediate repayment of either the total amount disbursed by Grantor plus interest or an amount calculated by applying the ratio of the Grant Funds provided by Grantor to the purchase price Grantee paid to acquire the Property to the current Fair Market Value based on an appraisal described in section 10. This repayment will be in addition to accrued interest and any further costs related to the Project.

b. Specific Performance. Grantor may seek specific performance of this Agreement. In the event Grantor does so, Grantee agrees that specific performance is an appropriate remedy because such benefit may exceed to an immeasurable and unascertainable extent the amount of money furnished by Grantor by way of Grant Funds under the provisions of this Agreement. Grantee further agrees that payment by Grantee to Grantor of an amount equal to the amount of the Grant Funds disbursed under this Agreement by Grantor would be inadequate compensation to Grantor for Default by Grantee of this Agreement.

c. Convey a Conservation Easement. Grantor may require Grantee to convey a conservation easement over the Property, on the terms and within the timeframe specified by Grantor, in favor of Grantor or, at the election of Grantor, another entity or organization authorized by California law to acquire and hold conservation easements and that is willing and financially able to assume all of the obligations of holding the conservation easement. In addition, at Grantor's sole discretion, Grantee may be required to pay a sum to Grantor which, when combined with the current Fair Market Value of the conservation easement, equals the sum granted to Grantee pursuant to this Agreement, together with interest. The conservation easement shall be for the Purposes of the Grant. The value of the conservation easement shall be determined by a Fair Market Value appraisal that is conducted as described in section 10.

48. Remedy for Unauthorized Sale of Property. In addition to the remedies specified in section 47, if the Property or any interest therein is sold or otherwise disposed of, at Grantor's sole discretion, an amount equal to: (1) the amount of the Grant Funds, (2) the current Fair Market Value of the Property, or (3) the proceeds from the sale or other disposition, whichever is greater, may be required to be reimbursed to Grantor. If the property sold or otherwise disposed of is less than the entire interest in the Property funded by the Grant Funds, an amount equal to either the proceeds from the sale or other disposition of the interest or the current Fair Market Value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the State.

49. Cost Recovery. Any costs incurred by Grantor, where Grantor is the prevailing party, in enforcing the terms of this Agreement, including but not limited to costs of suit, attorneys' and experts' fees, at trial and on appeal, and costs of enforcing any judgment, shall be borne by Grantee.

50. Indemnification. To the fullest extent permitted by law, Grantee shall indemnify, protect, defend, and hold harmless Grantor, the State of California and their respective members, officers, agents, employees, and representatives, from and against any and all claims, demands, damages, losses, costs (including attorneys' fees), expenses, and liability of any nature, including, but not limited to, suits filed under the California Environmental Quality Act, (hereafter "Claims") arising out of or incident to the Project, Grantee's entry upon and use of the Property, and the performance of, or failure to observe or perform, any obligations of Grantee under this Agreement. This obligation shall run in perpetuity. The obligations of Grantee under this section include, without limitation, Claims resulting from the generation, use, storage, disposal, release, or threatened release of any hazardous or toxic substance, material or waste, petroleum or petroleum products, and other substances that present a threat to human health or the environment.

51. Grantee's Waiver. Grantee waives any and all claims and recourses against Grantor and the State of California and rights to any type of express or implied indemnity or right of contribution from Grantor, its officers, agents or employees for any liability arising from, growing out of or in any way connected with this Agreement, except claims arising from the gross negligence of Grantor, its officers, agents and employees.

If Grantee is a public entity, Grantee waives any right to contribution and indemnity from Grantor and/or the State of California arising under Government Code sections 895.2 and 895.6 in connection with this Agreement.

[If working with a federally recognized Native American tribe, consult with attorneys regarding waivers of sovereign immunity.]

52. Waiver of Agreement Terms. Enforcement of the terms of this Agreement by Grantor shall be at the discretion of Grantor, and any forbearance by Grantor to exercise its rights under this

Agreement shall not be deemed or construed to be a waiver of such term or of any subsequent Breach of the same or any other term of this Agreement or any of the rights of Grantor under it. No term or provision hereof will be considered waived by Grantor, and no Breach is excused or consented to by Grantor, unless such waiver or consent is in writing and signed by Grantor.

53. Accounting and Records. Grantee and Successor Grantee shall maintain complete and accurate records relating to the Project in accordance with Generally Accepted Accounting Principles published by the Financial Accounting Standards Board and shall retain said records for at least four years after final disbursement by Grantor, unless a longer retention period is specified in writing by Grantor.

54. Audits. During the four-year period after final disbursement, unless a longer retention period has been specified by Grantor, Grantee and Successor Grantee shall make, or cause to be made, records relating to this Agreement available to Grantor or other duly authorized representatives of the State of California, including but not limited to the California Department of Finance, for inspection, copying and audit purposes during normal business hours. Records may be required to be disclosed electronically if so requested by Grantor or its representative. The audit shall be confined to those matters connected with this Agreement.

In the event of a negative audit finding, Grantee and Successor Grantee may be required to take action specified in or consistent with the audit finding, including repayment of Grant Funds.

55. Conflicts of Interest. Grantee represents that no current or former officer, agent, or employee of Grantor shall, for compensation or personal benefit, serve as an agent or employee of Grantee relating to the Project if the individual participated in the review of the Project or the preparation or creation of this Agreement on behalf of Grantor.

56. Non-Discrimination. During the performance of this Agreement, Grantee shall not unlawfully discriminate against, harass or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, reproductive health decision making, genetic information, marital status, age, sex, gender, gender identity, gender expression, sexual orientation, or use of family-care leave, medical-care leave or pregnancy-disability leave, or military and veteran status. Grantee shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Grantee shall comply with the provisions of the Fair Employment and Housing Act (FEHA; Government Code Section 12900 et seq.) and applicable regulations (California Code of Regulations, Title 2, Section 110000 et seq.) The regulations of the Fair Employment and Housing Commission regarding implementing FEHA are incorporated by reference into this Agreement and made a part hereof as if set forth in full. Grantee shall give written notice of its obligations under this non-discrimination clause to labor organizations with which Grantee has a collective bargaining or other agreement and shall post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this section.

Grantee shall also include the nondiscrimination and compliance provisions of this Agreement in all contracts and subcontracts related to the Project.

57. Executive Order N-6-22 – Russia Sanctions. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-ExecutiveOrder.pdf>. Grantee represents that it is in compliance with the economic sanctions imposed in response to Russia’s actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctionsprograms-and-country-information/ukraine-russia-related-sanctions>). If this grant is for greater than \$5 million, the EO requires that Grantee report to Grantor regarding compliance with the economic sanctions imposed by the federal and state governments. The form and information regarding this report can be found at <https://www.dgs.ca.gov/-/media/Divisions/OLS/Ukraine-Russia/EO-N-6-22-April-22-2022-Joint-Memo.pdf>

58. Drug-Free Workplace Certification. By signing this Agreement, Grantee hereby certifies that Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying actions to be taken against employees for violations of this prohibition.
- b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
 1. The dangers of drug abuse in the workplace;
 2. The person's or organization's policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation, and employee assistance programs; and,
 4. Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide that every employee who works on the Project:
 1. Will receive a copy of the company's drug-free policy statement; and,
 2. Will agree to abide by the terms of the company's statement as a condition of employment on the Project.

In addition to other remedies contained herein, Grantee may be ineligible for award of any future state contracts if Grantor determines that any of the following has occurred: (1) Grantee has made false certification or (2) Grantee violates the certification by failing to carry out the requirements as noted above.

59. Union Organizing. By signing this Agreement, Grantee hereby acknowledges the applicability to this Agreement of Government Code Sections 16645 through 16649, and certifies that:

- a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing;
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure;
- c. Grantee shall, where state funds are not designated as described above, allocate, on a pro-rata basis, all disbursements that support the grant program; and
- d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

60. Entire Agreement. This Agreement, including the attached Exhibits and documents incorporated by reference, constitutes the entire Agreement between the Parties hereto relating to the Project.

61. Amendment. Any request by Grantee for an amendment to this Agreement must be made in writing and submitted to the Deputy Executive Director, Land Acquisitions, whose contact information can be obtained from the Grantor's Contact specified on page 2, stating the requested amendment and the reason therefor. Amendments will be approved at the sole discretion of Grantor. Except as otherwise provided herein, this Agreement may be modified only by a written amendment signed by Grantor and Grantee. Other than a formal amendment, no oral or written understanding or agreement shall be binding on the Parties. Any subsequent amendments to this Agreement are incorporated by reference as though set forth in full herein. Notwithstanding the foregoing, no Amendment is needed to change a designated contact pursuant to section 2.

The previous paragraph notwithstanding, Grantor reserves the right to amend this Agreement without the consent of Grantee, should Grantor determine that it is necessary to do so to ensure consistency between the provisions of this Agreement and related documents.

62. Severability. If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable, that shall not affect any other provision of

this Agreement or applications of the Agreement that can be given effect without the invalid or unenforceable provision or application. To this end the provisions of this Agreement are severable.

63. Time of the Essence. Time is of the essence with respect to the Project. Where other dates or timelines have been specified, Grantor, at its sole discretion, may modify those dates in writing without an amendment to this Agreement.

64. Choice of Law. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

65. No Third-Party Beneficiaries. Nothing in this Agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this Agreement, and no one other than the Parties themselves may enforce any of the rights or obligations created by this Agreement.

66. Headings. Headings within this Agreement are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

67. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

68. Electronic Signatures. The Parties agree to accept electronic signatures (as defined in Section 1633.2 of the California Civil Code), faxed versions of an original signature, or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

69. Exhibits. Each of the Exhibits referenced in this Agreement is incorporated by reference as though set forth in full herein. The following Exhibits are attached to this Agreement:

Exhibit A - Legal Description

Exhibit B – Governing Body’s Approved Authorization

Exhibit C - Notice of Unrecorded Grant Agreement

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement.

GRANTOR

STATE OF CALIFORNIA

WILDLIFE CONSERVATION BOARD

By: _____ Date: _____

Jennifer M. Norris, PhD

Executive Director

GRANTEE

NAME OF ORGANIZATION

By: _____ Date: _____

Print Name: _____

Title: _____

SUCCESSOR GRANTEE

NAME OF ORGANIZATION

By: _____ Date: _____

Print Name: _____

Title: _____

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B
GOVERNING BODY'S APPROVED AUTHORIZATION

EXHIBIT C

RECORDING REQUESTED BY:

)
[Insert Grantee Name and Address])
)
)
)
)
)

WHEN RECORDED, RETURN TO:

)
State of California)
Wildlife Conservation Board)
Attn: Executive Director)
PO Box 944209)
Sacramento, CA 94244-2090)

Project Name: _____

Space above line for Recorder's use

County: _____

**NOTICE OF UNRECORDED GRANT AGREEMENT WITH
RESTRICTIONS MATERIALLY AFFECTING REAL
PROPERTY**

This Notice of Unrecorded Grant Agreement ("Notice"), dated as of _____, 20____, is made by _____ ("Grantee") and _____ ("Successor Grantee") and recorded substantially concurrently with the deed described below, to provide notice of terms, covenants, conditions, restrictions and other matters contained in an agreement between Grantee, Successor Grantee, and the Wildlife Conservation Board ("Grantor" or "WCB"), a subdivision of the State of California, materially affecting the real property described below. This Notice further provides entities considering condemnation, or other action in lieu of condemnation, of provisions of law restricting such action.

1. Grantee, Successor Grantee, and WCB have entered into the California Wildlife Conservation Board Grant Agreement for Acquisition of Fee Interest, Grant Agreement No. WC-_____ ("Agreement"), pursuant to which WCB grants to Grantee certain funds for the acquisition of fee title to approximately _____ acres of real property located in the County of _____, California ("Property"), by Grant Deed ("Deed") from _____ [identify Seller]. The Property is legally described in Exhibit A attached to this Notice and incorporated herein by this reference. Initial-capitalized terms used in this Notice and not otherwise defined shall have the meaning set forth in the Agreement.
2. Grantee and Successor Grantee agreed to execute and record this Notice to give notice that Grantee received funds under the Agreement to assist in acquiring the Property. In consideration of receiving the funds and as a party to the Agreement, Grantee and

Successor Grantee agreed to the terms of the Agreement. The Agreement is incorporated by reference into this Notice.

3. In the Agreement, Grantee and Successor Grantee covenants and agrees that the Property shall be held, used, operated, managed and maintained only to ensure the protection, in perpetuity of the following Conservation Values: [Cut and paste the language from section 6 of the Grant Agreement that describes the Conservation Values.]
4. The terms of the Agreement materially affect the title to the Property, including but not limited to, restricting use of the Property in perpetuity; its sale, transfer or other conveyance of any interest; its use for carbon sequestration, mitigation and security; and requiring limited access to the Property by representatives of the State of California, among other things. Further, the terms of the Agreement give WCB legal rights and remedies that can materially affect the Property. The Agreement is binding on all designees, transferees, successors and assigns.
5. This Notice further provides notice to any entity considering condemnation, or other action in lieu of condemnation, of the presumption contained in California Code of Civil Procedure section 1240.610 et seq. and related laws restricting the use of eminent domain on the Property.
6. This Notice is solely for the purpose of recording and in no way modifies the provisions of the Agreement. Grantee, Successor Grantee, and WCB each has rights, duties and obligations under the Agreement which are not set forth in this Notice. To the extent the terms of this Notice conflict with the Agreement, the terms of the Agreement shall control.
7. A complete copy of the Agreement is available at WCB's office at 715 P Street, 17th floor, Sacramento, California, 95814. A copy may also be requested via email at: landacquisition@wildlife.ca.gov. All requests for a copy of the Agreement must include the grant agreement number specified in paragraph 1.

GRANTEE:

By: _____

Print Name: _____

Title: _____

SUCCESSOR

GRANTEE:

By: _____

Print Name: _____

Title: _____

By executing this Notice, WCB is acknowledging that it is a party to the Agreement which is the subject of this Notice.

WILDLIFE CONSERVATION BOARD:

By: _____

Print Name: _____

Title: _____

[Notary Acknowledgment]