



AGREEMENT FOR SALE OF CREDITS

This Agreement is entered into this ____ day of _____, 2022, by and between EIP III CREDIT CO., LLC, a Delaware limited liability company (Bank Sponsor) and CITY OF RIVERSIDE (Project Proponent), jointly referred to as the "Parties," as follows:

RECITALS

A. The Bank Sponsor has developed the Riverpark Mitigation Bank (Bank) located in Riverside County, California; and

B. The Bank has been developed pursuant to a Bank Enabling Instrument (BEI) entered into by and between Bank Sponsor, the Los Angeles District of the U.S. Army Corps of Engineers (USACE) (File No. SPL-2015-00318), United States Fish and Wildlife Service (USFWS), the California Regional Water Quality Control Board, Region 8 (Regional Water Boards), and the California Department of Fish and Wildlife (CDFW) (Tracking No. 1798-2015-01-R6), on December 17, 2019, and

C. Project Proponent is seeking to implement the project described on Exhibit "A" attached hereto (Project), which would unavoidably and adversely impact Riverine Wetland, and seeks to compensate for the loss of Riverine Wetland by purchasing Credits from Bank Sponsor; and

D. Project Proponent has been authorized by CDFW: 1600-2015-0109-R6 to purchase from the Bank 1.32 re-establishment CDFW mitigation Credits; and RWQCB: SARWQCB Project 332020-14 to purchase from the Bank 0.82 re-establishment CDFW mitigation Credits (which is a subset of the 1.32 re-establishment CDFW mitigation Credits and not in addition to the 1.32 CDFW Credits); and USACE: SPL-2020-00350 to purchase from the Bank 0.38 rehabilitation USACE mitigation Credits (which is a subset of the 1.32 re-establishment CDFW mitigation Credits and not in addition to the 1.32 CDFW Credits), upon confirmation by the Bank Sponsor of Credit availability/adequate balance of Credits remaining for Transfer; and

E. Project Proponent desires to purchase from Bank Sponsor and Bank

Sponsor desires to sell to Project Proponent 1.32 re-establishment CDFW mitigation Credits.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Bank Sponsor hereby sells to Project Proponent and Project Proponent hereby purchases from Bank Sponsor 1.32 re-establishment CDFW mitigation Credits. The Bank Sponsor will upon receipt of the Purchase Price deliver to Project Proponent an executed Bill of Sale in the manner and form as attached hereto and marked Exhibit "B". The Purchase Price for said Credits shall be paid by ACH payment or wire transfer of funds according to written instructions provided by Bank Sponsor to Project Proponent.

2. The sale and transfer herein are not intended as a sale or transfer to Project Proponent of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest of the foregoing.

3. Project Proponent shall have no obligation whatsoever by reason of the purchase of the Credits, to support, pay for, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated or liable for the success or continued expense or maintenance in perpetuity of the Credits sold, or the Bank. Pursuant to the BEI and any amendments thereto, Bank Sponsor shall monitor and make reports to the appropriate agency or agencies on the status of any Credits sold to Project Proponent. Bank Sponsor shall be fully and completely responsible for satisfying any and all conditions placed on the Bank or the Credits by all state or federal jurisdictional agencies.

4. The Credits sold and transferred to Project Proponent shall be non-refundable, non-transferable and non-assignable to any project other than the one listed herein, and shall not be used as compensatory mitigation for any other project or purpose, except as set forth herein.

5. Project Proponent must exercise his/her/its right to purchase the Credits within 14 days of the date this Agreement is provided to the Project Proponent. Without Bank Sponsor approval, after the 14-day period this Agreement will be considered null and void.

6. Upon purchase of the Credits specified in Recital D above, the Bank Sponsor shall submit to the parties listed in the Notices section of the BEI, copies of the: a) Agreement for Sale of Credits; b) Bill of Sale; c) Payment Receipt; and d) an updated ledger. The updated ledger must detail: i) Project Proponent; ii) Project Name; iii) Status (sale complete/sale not complete); iv) Credit Sale Date; v) Permitting Agency File/Tracking Number; vi); vii) Total Number of Credits Authorized to Sell; viii) Total Number of Credits Sold to Date (inclusive); and ix) Balance of all Credits Available. The ledger should include all sales data from bank establishment to the present.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

BANK SPONSOR

EIP III CREDIT CO., LLC, a Delaware limited liability company

By: _____
Name: Nick Dilks
Its: Manager

PROJECT PROPONENT

CITY OF RIVERSIDE

By: _____
Name: Michael Moore
Its: Interim City Manager

Approved as to Form:

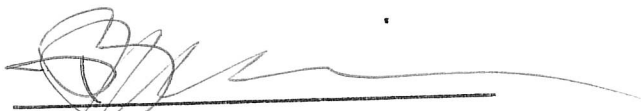
By:  _____
Anthony L. Beaumon
Deputy City Attorney

Exhibit "A"
DESCRIPTION OF PROJECT TO BE MITIGATED

Name of Project:

Tequesquite Creek Maintenance

Project Location:

Tequesquite Creek, tributary to Santa Ana River, west of the existing terminus of Tequesquite Avenue, north of Santa Ana River Trail, in the City of Riverside, State of California; 33° 58' 33.0523", -117° 24' 3.3264"

Permitting Agencies File/Tracking Number:

CDFW: 1600-2015-0109-R6

RWQCB: SARWQCB Project 332020-14

USACE: SPL-2020-00350

Project Description:

The Project consists of the long-term, routine maintenance of Tequesquite Creek and access roads adjacent to Tequesquite Creek. Within the Project footprint, Tequesquite Creek is a vegetated, earthen, trapezoidal channel, approximately 23 feet wide at the channel bottom and 62 feet wide at the top of the banks. Access roads run along the northern and southern boundaries of the channel. Maintenance activities will be completed within a 500-linear foot section of Tequesquite Creek and the adjacent access roads. Maintenance activities to be completed by Permittee include the removal of sediment and vegetation from the channel bottom, removal of vegetation from the channel banks, and removal of vegetation from the 12-foot-wide section of the access roads adjacent to the channel bank. Maintenance activities will occur as needed, but no less than once annually. Total impacts to areas subject to Fish and Game Code Section 1602 *et seq.* will not exceed 0.66 acre, including 0.66 acre within Tequesquite Creek. Typical equipment utilized would include, but is not limited to, hand tools, backhoes, long-reach excavators, dump trucks, and trailers. Excavated material will be temporarily stockpiled in an upland location. Appropriate erosion control measures will be implemented and maintained until the excavated material is placed into a dump truck for transport and offsite disposal.

Species/Habitat Affected:

Existing native fish and wildlife resources the project could potentially substantially adversely affect include: BIRDS – American crow (*Corvus brachyrhynchos*), American goldfinch (*Carduelis tristis*), American kestrel (*Falco sparverius*), American robin (*Turdus migratorius*), Anna's hummingbird (*Calypte anna*), ash-throated flycatcher (*Myiarchus cinerascens*), barn owl (*Tyto alba*), barn swallow (*Hirundo rustica*), Bewick's wren (*Thryomanes bewickii*), black phoebe (*Sayornis nigricans*), black-chinned hummingbird (*Archilochus*

alexandri), black-crowned night-heron (*Nycticorax nycticorax*), blackheaded grosbeak (*Pheuticus melanocephalus*), blue grosbeak (*Passerina caerulea*), Brewer's blackbird (*Euphagus cyanocephalus*), Bullock's oriole (*Icterus bullockii*), burrowing owl (*Athene cunicularia*), bushtit (*Psaltiriparus minimus*), California thrasher (*Toxostoma redivivum*), California towhee (*Pipilo crissalis*), Cassin's kingbird (*Tyrannus vociferans*), cliff swallow (*Petrochelidon pyrrhonota*), coastal California gnatcatcher (*Polioptila californica californica*), common raven (*Corvus corax*), common yellowthroat (*Geothlypis trichas*), Cooper's hawk (*Accipiter cooperii*), downy woodpecker (*Picoides pubescens*), great egret (*Ardea alba*), greater roadrunner (*Geococcyx californianus*), hooded oriole (*Icterus cucullatus*), house finch (*Carpodacus mexicanus*), house wren (*Troglodytes aedon*), killdeer (*Charadrius vociferous*), Lawrence's goldfinch (*Spinus lawrencei*), least Bell's vireo (*Vireo bellii pusillus*), lesser goldfinch (*Carduelis psaltria*), loggerhead shrike (*Lanius ludovicianus*), mallard (*Anas platyrhynchos*), mourning dove (*Zenaida macroura*), northern mockingbird (*Mimus polyglottos*), northern rough-winged swallow (*Stelgidopteryx serripennis*), Nuttall's woodpecker (*Picoides nuttallii*), redshouldered hawk (*Buteo lineatus*), red-tailed hawk (*Buteo jamaicensis*), red-winged blackbird (*Agelaius phoeniceus*), Say's phoebe (*Sayornis saya*), song sparrow (*Melospiza melodia*), spotted towhee (*Pipilo crissalis*), tree swallow (*Tachycineta bicolor*), turkey vulture (*Cathartes aura*), western bluebird (*Sialia mexicana*), western kingbird (*Tyrannus verticalis*), white-crowned sparrow (*Zonotrichia leucophrys*), whitethroated swift (*Aeronautes saxatalis*), yellow-breasted chat (*Icteria virens*), yellowrumped warbler (*Dendroica coronata*), yellow warbler (*Dendroica petechia brewsteri*); FISH – arroyo chub (*Gila orcutti*), Santa Ana sucker (*Catostomus santaanae*); MAMMALS – Botta's pocket gopher (*Thomomys bottae*), California ground squirrel (*Spermophilus beecheyi*), California myotis (*Myotis californicus*), coyote (*Canis latrans*), deer mouse (*Peromyscus maniculatus*), desert cottontail (*Sylvilagus audubonii*), San Diego black-tailed jackrabbit (*Lepus californicus bennettii*); REPTILES –side-blotched lizard (*Uta stansburiana*), western fence lizard (*Sceloporus occidentalis*); and all other fish and wildlife resources in the project vicinity.

Credits to be Purchased:

1.32 re-establishment

Method of payment:

Wire Transmittal _____

ACH Payment X

Exhibit "B"
BILL OF SALE

Contract # 21__-RP

Permitting Agency File/Tracking No(s). CDFW: 1600-2015-0109-R6, RWQCB: SARWQCB Project 332020-14, and USACE: SPL-2020-00350.

In consideration of \$481,800.00, receipt of which is hereby acknowledged, EIP III Credit Co., LLC (Bank Sponsor), does hereby bargain, sell and transfer to CITY OF RIVERSIDE (Project Proponent), for the Tequesquite Creek Maintenance project, 1.32 re-establishment CDFW mitigation Credits; and RWQCB: SARWQCB Project 332020-14 to purchase from the Bank 0.82 re-establishment CDFW mitigation Credits (which is a subset of the 1.32 re-establishment CDFW mitigation Credits and not in addition to the 1.32 CDFW Credits); and USACE: SPL-2020-00350 to purchase from the Bank 0.38 rehabilitation USACE mitigation Credits (which is a subset of the 1.32 re-establishment CDFW mitigation Credits and not in addition to the 1.32 CDFW Credits) in the Riverpark Mitigation Bank in Riverside County, California, developed, and approved under the authority of the Los Angeles District of the U.S. Army Corps of Engineers (USACE), United States Fish and Wildlife Service (USFWS), the California Regional Water Quality Control Board, Region 8 (Regional Water Boards), and the California Department of Fish and Wildlife (CDFW), as mitigation for the Project described in Attachment 1.

Bank Sponsor represents and warrants that it has good title to the Credits, has good right to sell the same, and that they are free and clear of all claims, liens, or encumbrances.

Bank Sponsor covenants and agrees with the Project Proponent to warrant and defend the sale of the Credits hereinbefore described against all and every person and persons whomsoever lawfully claiming or to claim the same.

DATED: _____

EIP III CREDIT CO., LLC, a Delaware limited liability company

By: _____
Name: Nick Banks
Its: Manager

SAMPLE

Attachment 1
Riverpark Mitigation Bank
WETLAND CREDITS: PAYMENT RECEIPT

PROJECT PROPONENT INFORMATION

Name:

City of Riverside

Address:

3900 Main Street
Riverside, CA 92522
Telephone: (951) 826-5403

Contact:

Al Zelinka
City Manager
Email: azelinka@riversideca.gov

PROJECT INFORMATION

Project Description:

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