

CBDD
CONSERVATION GRAZING LEASE
REQUEST FOR PROPOSAL

ATTACHMENT

A

State of California
The Resources Agency
GRANT AGREEMENT
Park Bond 2000

APPLICANT: Colusa Basin Drainage District

AGREEMENT NUMBER: Z2-3-02

PROJECT TITLE: South Fork Willow Creek Acquisition

PROJECT PERFORMANCE PERIOD IS : March 19, 2003 – May 30, 2004

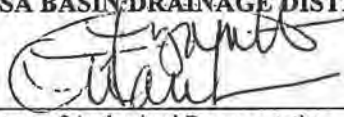
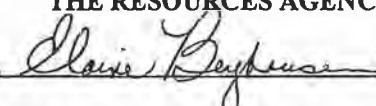
Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Resources Agency pursuant to the Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000, agrees to fund the project up to the total state grant amount indicated.

PROJECT DESCRIPTION:

Acquire approximately 2,942 acres of property located at 4399 County Road 302 in Glenn County. This acquisition will help the Colusa Basin Drainage District meet various goals under its Integrated Watershed Management Plan including restoring and enhancing native vegetation and habitats (including perennial grasses and clovers, native oaks and riparian vegetation), improving water quality by minimizing erosion and sedimentation, and providing additional opportunities for groundwater recharge.

Total State Grant not to exceed **\$1,100,000.00** (or project costs, whichever is less).

The Special and General Provisions attached are made a part of and incorporated into the Agreement.

<p>COLUSA BASIN DRAINAGE DISTRICT</p> <p>By <u></u> Signature of Authorized Representative</p> <p>Title <u>General Manager</u></p> <p>Date <u>9/12/03</u></p>	<p>STATE OF CALIFORNIA THE RESOURCES AGENCY</p> <p>By <u></u></p> <p>Title <u>Deputy Assistant Secretary/Bonds and Grants</u></p> <p>Date <u>9/25/03</u></p>
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CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUND \$ \$1,100,000.00		AGREEMENT NUMBER Z2-3-02		FUND 0005002 Parks Bond Fund , Prop 12	
ADJ. INCREASING ENCUMBRANCE \$		APPROPRIATION 0005002-2000-101			
ADJ DECREASING ENCUMBRANCE \$		FUNCTION Local Assistance			
UNENCUMBERED BALANCE \$		LINE ITEM ALLOTMENT 0540-101-0005002	CHAPTER 152	STATUTE 2000	FISCAL YEAR 2000
T.B.A. NO.	B.R. NO.	INDEX 0540	OBJ. EXPENDI 751.06	PCA 10107	PROJECT/WORK PHASE

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance

SIGNATURE OF ACCOUNTING OFFICER <u></u>	DATE <u>9/20/03</u>
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**STATE OF CALIFORNIA
RESOURCES AGENCY
GRANT AGREEMENT**

Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000

GRANTEE NAME: Colusa Basin Drainage District **AGREEMENT NUMBER:** Z2-3-02
PROJECT TITLE: South Fork Willow Creek Acquisition

PROJECT DESCRIPTION

Acquire approximately 2,942 acres of property located at 4399 County Road 302 in Glenn County. This acquisition will help the Colusa Basin Drainage District meet various goals under its Integrated Watershed Management Plan including restoring and enhancing native vegetation and habitats (including perennial grasses and clovers, native oaks and riparian vegetation), improving water quality by minimizing erosion and sedimentation, and providing additional opportunities for groundwater recharge.

Parcel numbers, budget and timeline are attached hereto as Exhibit A.

Grantee agrees that if the Grant Funds are received and it acquires the Real Property, such acquisition will be used for the purposes of watershed, riparian and wetlands restoration as may be consistent with the Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000 for a minimum period of twenty five (25) years.

TERMS AND CONDITIONS OF GRANT

Special Provision

1. Recipients of grant funding pursuant to the Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000 shall post signs acknowledging the source of the funds pursuant to the sign guidelines issued by the Secretary of the Resources Agency. Size, location and number of signs are subject to mutual written agreement by Grantee and the State.
2. As conditions precedent to the State's obligation to deposit Grant Funds in escrow, the State Department of General Services shall have reviewed and approved in writing all documents pertaining to the Grantee's Acquisition of real property and easements, including any appraisals, preliminary title reports, etc., prior to the release of any Grant Funds. Such review and approval by the State shall be timely and shall not be unreasonably withheld.
3. The Grantee shall record, concurrently with its close of escrow in the purchase of the Real Property, a Memorandum of Unrecorded Grant Agreement, incorporating by reference this Grant Agreement and giving public notice that the Grantee received funds under this Grant Agreement in order to assist Grantee in acquiring the Real Property and that, in consideration for the receipt of the Grant Funds, the Grantee has agreed to the terms of this Grant Agreement. The Memorandum shall be in the form attached hereto as Exhibit B.

4. The Colusa Basin Drainage District represented their intent to transfer fee title to the American Farmland Trust and record a Flood Control Easement in the favor of the District on approximately 500 acres of the property. As conditions precedent to the State's obligation to deposit Grant Funds in escrow, Resources Agency must be in receipt and have approved the following:
 - a. Letter from the American Farmland Trust stating they agree to abide by all of the terms and conditions included in this Grant Agreement
 - b. Final unexecuted Flood Easement
 - c. Joint Management Agreement
 - d. Memorandum of Joint Management Agreement
5. Colusa Basin Drainage District shall forward a copy of the recorded Flood Easement document to the Resources Agency, 1416 Ninth Street, Suite 1311, Sacramento, California 95814, Attention Elaine Berghausen within ten (10) days of recordation.
6. At the time of the title transfer to American Farmland Trust, Colusa Basin Drainage District shall record a new Memorandum of Unrecorded Grant Agreement, incorporating by reference this Grant Agreement and giving public notice that the Grantee received funds under this Grant Agreement in order to assist Grantee in acquiring the property and that, in consideration for the receipt of the Grant Funds, the Grantee has agreed to the terms of this Grant Agreement and that with the transfer of title, the American Farmland Trust has agreed to abide by all of the terms and conditions included in this Grant Agreement. The recorded document should be forwarded to the Resources Agency, 1416 Ninth Street, Suite 1311, Sacramento, California 95814, Attention Elaine Berghausen within ten (10) days from close of escrow.
7. Grantee shall provide for public access to the Project facilities in accordance with the intent and provisions of the Act. The Grantee agrees to provide public access at least once monthly. To ensure preservation of its natural setting, access by the public to the property may be limited to supervised tours conducted by the Colusa Basin Drainage District and/or the American Farmland Trust. Grantee agrees to incorporate this requirement for public accessibility into the language of any future conservation easements that may be recorded on the property.

General Provisions

a. Definitions

1. The term "Act" means the Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Act of 2000.
2. The term "Acquisition" means to acquire a fee interest or any other interest, including easements and development rights in real property, from a willing seller.
3. The term "Agreement" means grant agreement number Z2-3-02.
4. The term "Application" as used herein means the individual application form and its required attachments for grants pursuant to the Act.
5. The term "Grant Funds" means the money provided by the State to the Grantee in this Agreement.

6. The term "Grant Guidelines" means the specific guidelines issued for the program under which this grant is awarded.
7. The term "Grantee" means an applicant who has a signed agreement for Grant Funds.
8. The term "Project" means the acquisition, development or other activity described under the Project Description section of this Agreement to be accomplished with Grant Funds.
9. The term "State" means the State of California, Secretary of the Resources Agency.

b. Project Execution

1. Subject to the availability of grant monies in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Description of Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement. Grantee shall assume any obligation to furnish any additional funds that may be necessary to complete the Project.
2. Grantee shall complete the Project in accordance with the time of Project performance set forth on the signature page, unless an extension has been formally granted by the State under the terms and conditions of this Agreement. Extensions may be requested in advance and will be considered in the event of circumstances beyond the control of the Grantee, but in no event beyond May 1, 2007.
3. Grantee shall comply with the California Environmental Quality Act (Public Resources Code Section 21000 et. seq.; Title 14, California Code of Regulations Section 15000 et. seq.) and other environmental laws before any Grant Funds for Acquisition are made available.
4. If the Project includes Acquisition of real property, the Grantee agrees to comply with all applicable state and local laws or ordinances that apply to relocation and real property Acquisition by public agencies.
5. Grantee shall provide for public access to the Project facilities in accordance with the intent and provisions of the Act.
6. Grantee shall provide photographs of the site and the project during and after implementation of Project at the request of the State.
7. Lands acquired with Grant Funds from this Agreement shall be acquired from a willing seller of the land.

c. Project Costs

1. The Grant Funds to be provided to Grantee under this Agreement will be disbursed for eligible costs consistent with the Grant Guidelines published for this program.
 - a. For Acquisitions, the State may disburse up to ninety percent (90%) of the grant amount into an escrow account within sixty (60) days of close of escrow. Costs of obtaining approval of the purchase price from the State Department of General Services are allowable costs and may be reimbursed to the Grantee out of the grant proceeds. The amount disbursed by the State in any event shall not exceed the amount set forth on the signature page of this Agreement. The remainder of the Grant, if any, shall be available on a reimbursable basis.

- b. Requests for payment of Grant Funds into escrow must be submitted via a completed Payment Request Form and be accompanied by the Grantee's letterhead containing all of the following:
- i. Name and address of Grantee;
 - ii. Number of Agreement;
 - iii. Dollar amount of disbursement requested;
 - iv. Name, address and telephone number of the title company of escrow holder, and the escrow account number to which the Grant Funds will be disbursed;
 - v. A statement by Grantee that all funds (exclusive of the Grant Funds provided under this Agreement) needed for completion of Acquisition of the Real Property have been secured and have been or will be deposited to escrow at or about the same date as the requested Grant Funds. In making this statement, Grantee shall be entitled to reasonably rely on the representations of the transferor of the Real Property; and
 - vi. Anticipated close of escrow date.

The letter shall be accompanied by a Payee Data Record completed by the escrow company (Form 204).

- c. For acquisitions not disbursed into an escrow account, the State may disburse to Grantee the Grant Funds as follows, but not to exceed in any event the amount set forth on the signature page of this Agreement:
- i. On a reimbursement basis, based on final escrow closing statements, ten percent (10%) of the Grant Funds may be held back and issued as a final payment upon completion of the project.
 - ii. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, on completion of the Project and receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State and the satisfactory completion of a site inspection by the State.
 - iii. Advance payments may be made if warranted by compelling need at the discretion of the State.
 - iv. Payment Documentation:

All payment requests must be submitted using a completed Payment Request Form (Appendix F). This form must be accompanied by an itemized list of all charges documenting check numbers, amounts, dates, recipients, purpose of expenditures, and clearly identify charges to work plan tasks and elements. Any payment request that is submitted without the itemization will not be authorized. If the itemization or documentation is incomplete, inadequate or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.

2. Grant Funds in this award have a limited period in which they must be expended. All Grantee expenditures must occur prior to the end of the term of this Agreement.
3. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Project Budget approved by the State.

d. Project Administration

1. Grantee shall promptly submit written Project reports as the State may request. In any event, Grantee shall provide the State a report detailing final total Project expenditures as required under the Grant Guidelines, Project Certification.

2. Grantee shall make property and facilities acquired or developed pursuant to this Agreement available for inspection upon request by the State.
3. Grantee agrees to use any Grant Funds advanced by the State under the terms of this Agreement solely for the Project herein described.
4. If Grant Funds are advanced, the Grantee shall place these Funds in a separate interest-bearing account, setting up and identifying such account prior to the advance. Interest earned on Grant Funds shall be used on the Project, as approved by the State. Any overpayment of Grant Funds in excess of final project costs shall be returned to the State within sixty (60) days of completion of the Project or the end of the Project performance period as shown on the signature page, whichever is earlier.
5. Grantee shall use income earned by the Grantee from use of the Project to further Project purposes, or, if approved by the State, for related purposes.
6. This Agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must be in writing, stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the amendment.
7. Grantee shall submit all documentation for project completion and final reimbursement within ninety (90) days of Project completion.

e. Project Termination

1. Prior to the last to occur of (1) State's deposit of the Grant Funds into escrow and (2) Grantee's close of escrow for acquisition of the real property, either party may terminate this Agreement for any reason or for no reason, by providing the other party with a minimum of fifteen (15) days written notice of such termination.
2. If the State terminates prior to the completion date, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of this Agreement prior to the date of the notice to terminate, but only up to the unpaid balance of funding authorized in this Agreement.
3. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.
4. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
5. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is for the purpose of watershed, riparian and wetlands restoration for the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant Funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement.

The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

f. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of the State, its officers, agents and employees.
2. Grantee shall indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Acquisition, Development, construction, operation or maintenance of the property described in the Project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including, but not limited to, items to which the Grantee has certified, except for liability arising out of the gross negligence of the State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.
3. Grantee agrees that in the event the State is named as codefendant under the provisions of Government Code Section 895 et seq., the Grantee shall notify the State of such fact and shall represent the State in the legal action unless the State undertakes to represent itself as codefendant in such legal action, in which event the State shall bear its own litigation costs, expenses and attorney's fees.
4. Grantee and the State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and Grantee, their officers, agents or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

g. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents and records for the Project and make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents and records for three (3) years after final payment and one (1) year following an audit.
2. Grantee and the State agree that during regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.
3. Grantee shall use any generally accepted accounting system.

h. Use of Facilities

1. Grantee shall maintain, operate and use the property funded pursuant to this Grant for a minimum of **twenty-five (25)** years, consistent with the Land Tenure requirements included in the Grant Guidelines. With the approval of the State, the Grantee, or the Grantee's successor in interest in the property, may transfer the responsibility to maintain and operate the property in accordance with this requirement. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon the written approval of the State for good cause. "Good cause" includes, but is

not limited to, natural disasters that destroy the Project improvements and render the Project obsolete or impracticable to rebuild.

2. The Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State.
3. The real property (including any portion of it or any interest in it) may not be used as security for any debt without the written approval of the State.
4. The real property (including any portion of it or any interest in it) may not be transferred without the approval of the State.
5. Grantee shall use the property for the purposes for which the Grant was made and shall make no other use or sale or other disposition of the property. This Agreement shall not prevent the transfer of the property from the Grantee to a non-profit or public agency, if the successor non-profit or public agency assumes the obligations imposed by this Agreement. If the use of the property is changed to a use that is not permitted by the Grant, or if the property is sold or otherwise disposed of, an amount equal to (1) the amount of the Grant (2) the fair market value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, shall be reimbursed to the State. If the property sold or otherwise disposed of is less than the entire interest in the property funded in the Grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the fair market value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the State.

i. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry or physical handicap in the use of any property or facility acquired or developed pursuant to this Agreement.
2. The Grantee shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement or under provisions of the Act.

j. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

k. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

l. Waiver

No term or provision hereof will be considered waived by either party and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether

expressed or implied, will constitute consent to, waiver of or excuse of any other, different or subsequent breach by either party.

m. Assignment

This Agreement is not assignable by the Grantee either in whole or in part.

EXHIBIT A

GRANTEE NAME: Colusa Basin Drainage District

PROJECT TITLE: South Fork Willow Creek Acquisition

AGREEMENT NUMBER: Z2-3-02

PROJECT DESCRIPTION: Acquire approximately 2,942 acres of property located at 4399 County Road 302 in Glenn County. This acquisition will help the Colusa Basin Drainage District meet various goals under its Integrated Watershed Management Plan, including restoring and enhancing native vegetation and habitats (including perennial grasses and clovers, native oaks and riparian vegetation), improving water quality by minimizing erosion and sedimentation, and providing additional opportunities for groundwater recharge.

PARCEL NUMBERS: 18-080-02; 18-080-07; 18-110-14; 18-110-15; 21-100-10; 21-180-10; 21-180-11; 21-180-13; and 21-180-15.

PROJECT COMPLETION SCHEDULE:

Request Appraisals`	April 2003
Open Escrow	June 2003
Submit appraisal and title report for State approval	August 2003
Submit instruments of conveyance, escrow instructions and purchase agreements for State approval	August 2003
Close of escrow and complete acquisition	September – October 2003

TOTAL PROJECT BUDGET:

	<u>Total Budget</u>	<u>State Grant</u>
Land	\$ 1,765,000	\$ 1,100,000
Improvements	\$ 368,000	
Preliminary Title Reports; Appraisals; Negotiations & Escrow & signs	\$ 64,000	\$ -
Surveying	\$ 20,000	\$ -
Contingency	\$ 10,000	\$ -
State-approval costs for review of appraisal, escrow instructions, etc. * (up to)	\$ 6,000	\$ -
Total	\$ 2,233,000	\$ 1,100,000

*Funds remaining after payment for state review of appraisal and escrow instructions shall be applied to land acquisition.

EXHIBIT B – Z2-3-02

Recording requested by,)
And when recorded, return to:)
)

State of California)
Resources Agency)
Elaine Berghausen)
1416 Ninth Street, Suite 1311)
Sacramento, California 95814)

Space above this line for Recorder's use

MEMORANDUM OF UNRECORDED GRANT AGREEMENT

This Memorandum of Unrecorded Grant Agreement (Memorandum), dated as of _____, 2003, is recorded to provide notice of an agreement between the State of California, by and through the Resources Agency ("Agency") and Colusa Basin Drainage District ("Grantee")

RECITALS

- A. On or about _____, _____, Agency and Grantee entered into a certain Grant Agreement, Grant No. Z2-3-02 ("Grant"), pursuant to which Agency granted to Grantee certain funds for the acquisition of certain real property, more particularly described in attached Exhibit A and incorporated by reference (the "Real Property").
- B. Under the terms of the Grant, Agency reserved certain rights with respect to the Real Property.
- C. Grantee desires to execute this Memorandum to provide constructive notice to all third parties of certain Agency reserved rights under the Grant.

NOTICE

- 1. The Real Property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Resources Agency, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.
- 2. The Real Property (including any portion of it or any interest in it) may not be used as security for any debt or for mitigation without the written approval of the State of California, acting through the Resources Agency, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.
- 3. For additional terms and conditions of the Grant, reference should be made to the Grant Agreement which is on file with the Resources Agency, 1416 Ninth Street, Suite 1311, Sacramento, California 95814.

GRANTEE:

By: _____

State of California
THE RESOURCES AGENCY
 Safe Neighborhood Parks, Clean Water, Clean Air and Coastal
 Protection Bond Act of 2000

AMENDMENT TO GRANT AGREEMENT
AGREEMENT NUMBER: Z2-3-02 - Amendment No. 1

PROJECT TITLE: South Fork Willow Creek Acquisition

THIS AMENDMENT is hereby made and agreed upon by the State of California, acting through the Resources Agency, and by the **Colusa Basin Drainage District** pursuant to the above-identified program. The State and the Grantee, in mutual consideration of the promises made herein and in the agreement in which this is an amendment, agree to the following:

- Increase total state grant to \$2,371,500, from \$1,100,000,
- Delete special provision numbers four (4), five (5), and six (6)
- Add new Special Provision four (4) and five (5) as follows:

Special Provision four (4) -

The Colusa Basin District has represented their intent as part of the Integrated Watershed Management Plan to implement on a portion of the real property various flood control management measures and to construct various facilities to reduce flooding for environmental enhancement and restoration, which is hereby acknowledged by Resources Agency and subject to approval by the State of California.

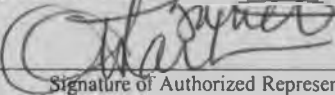
Special Provision five (5) -

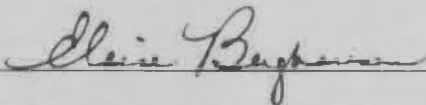
Grantee acknowledges receipt of a copy of the Land Use Contract recorded February 28, 1974 in book 569, page 344, of the Glenn County Official Records and hereby agrees to abide by the conditions set forth in the contract.

In all other respects the agreement of which this is an amendment, and the terms and conditions if relevant thereto shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below.

**STATE OF CALIFORNIA,
 THE RESOURCES AGENCY**

Applicant: **Colusa Basin Drainage District**

By 
 Signature of Authorized Representative

By 

Print Name: Anjanette Martin

Print Name: Elaine Berghausen

Title District Manager

Title: Deputy Assistant Secretary


Date 11/14/03

Date 11/16/03

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUND \$ 2,371,500.00		AGREEMENT NUMBER Z2-3-02		FUND 0005002 Parks Bond Fund , Prop 12	
ADJ. INCREASING ENCUMBRANCE \$1,271,500		APPROPRIATION 0005002-2000-101			
ADJ DECREASING ENCUMBRANCE \$		FUNCTION <u>Local Assistance</u>			
UNENCUMBERED BALANCE \$		LINE ITEM ALLOTMENT 0540-101-0005002	CHAPTER 152	STATUTE 2000	FISCAL YEAR 2000
T.B.A. NO.	B.R. NO.	INDEX 0540	OBJ. EXPEND 751.06	PCA 10107	PROJECT/WORK PHASE

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance

SIGNATURE OF ACCOUNTING OFFICER  DATE 11/24/07

State of California
THE RESOURCES AGENCY
 Safe Neighborhood Parks, Clean Water, Clean Air and Coastal
 Protection Bond Act of 2000

AMENDMENT TO GRANT AGREEMENT

AGREEMENT NUMBER: Z2-3-01
Amendment No. 2

PROJECT TITLE: Planning and Design of Environmental Resotration along the Sacramento River

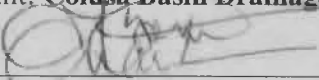
THIS AMENDMENT is hereby made and agreed upon by the State of California, acting through the Resources Agency, and by the Colusa Basin Drainage District pursuant to the above-identified program. The State and the Grantee, in mutual consideration of the promises made herein and in the agreement in which this is an amendment, agree to the following:

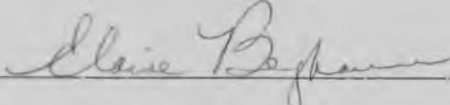
The Project Performance Period is hereby corrected to reflect April 1, 2002 to October 31, 2003.

In all other respects the agreement of which this is an amendment, and the terms and conditions if relevant thereto shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below.

**STATE OF CALIFORNIA,
 THE RESOURCES AGENCY**

Applicant: **Colusa Basin Drainage District**

By 
 Signature of Authorized Representative

By 

Print Name: Anjanette Martin

Print Name: Elaine Berghausen

Title District Manager

Title: Deputy Assistant Secretary


Date 8/1/03

Date 8/23/03

CERTIFICATION OF FUNDING

<u>AGREEMENT NUMBER</u> Z2-3-01		<u>APPROPRIATION</u> 0005002-2000-101		<u>FUND</u> 005002 Parks Bond Fund, Prop 12	
<u>Project No.</u>		<u>Amount Estimated Funds</u> \$283,000		<u>Item</u> 0540-101-3005002	
<u>ADJ INCREASING ENCUMBRANCE</u> \$		<u>ADJ. DECREASING ENCUMBRANCE</u> \$		<u>UNENCUMBERED BALANCE</u> \$	
<u>FUNCTION</u> Local Assistance		<u>LINE ITEM ALLOT MENT</u> 0540-101-0005002		<u>CHAPTER</u> 152	<u>STATUTE</u> 2000
				<u>FISCAL YEAR</u> 2000	
<u>T.B.A. NO.</u>	<u>B.R. NO.</u>	<u>INDEX</u> 0540	<u>OBJ. EXPEND</u> 751.06	<u>PCA</u> 10107	<u>PROJECT/WORK PHASE</u>

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF ACCOUNTING OFFICER  DATE 9/8/03

State of California
THE RESOURCES AGENCY
 Safe Neighborhood Parks, Clean Water, Clean Air and Coastal
 Protection Bond Act of 2000

AMENDMENT TO GRANT AGREEMENT

AGREEMENT NUMBER: Z2-3-01
Amendment No. 3

PROJECT TITLE: Planning and Design of Environmental Restoration along the Sacramento River

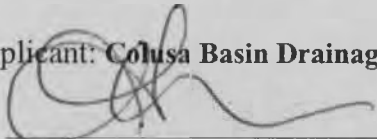
THIS AMENDMENT is hereby made and agreed upon by the State of California, acting through the Resources Agency, and by the Colusa Basin Drainage District pursuant to the above-identified program. The State and the Grantee, in mutual consideration of the promises made herein and in the agreement in which this is an amendment, agree to the following:

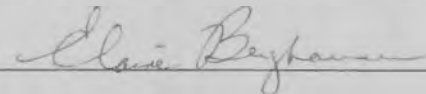
The Project Performance Period is hereby extended from October 31, 2003 to December 31, 2005.

In all other respects the agreement of which this is an amendment, and the terms and conditions if relevant thereto shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below.

**STATE OF CALIFORNIA,
 THE RESOURCES AGENCY**

Applicant: **Colusa Basin Drainage District**

By 
 Signature of Authorized Representative

By 
 Signature of Authorized Representative

Print Name: Anjanette Martin

Print Name: Elaine Berghausen

Title: District Manager

Title: Deputy Assistant Secretary, Bonds and Grants


Date: 3-19-04

Date: 3/19/04

CERTIFICATION OF FUNDING

<u>AGREEMENT NUMBER</u> Z2-3-01		<u>APPROPRIATION</u> 0005002-2000-101			<u>FUND</u> 005002 Parks Bond Fund, Prop 12	
<u>Project No.</u>		<u>Amount Estimated Funds</u> \$283,000			<u>Item</u> 0540-101-0005002	
<u>ADJ INCREASING ENCUMBRANCE</u> \$		<u>ADJ. DECREASING ENCUMBRANCE</u> \$			<u>UNENCUMBERED BALANCE</u> \$	
<u>FUNCTION</u> Local Assistance		<u>LINE ITEM ALLOT MENT</u> 0540-101-0005002		<u>CHAPTER</u> 152	<u>STATUTE</u> 2000	<u>FISCAL YEAR</u> 2000
<u>T.B.A. NO.</u>	<u>B.R. NO.</u>	<u>INDEX</u> 0540	<u>OBJ. EXPEND</u> 751.06	<u>PCA</u> 10107	<u>PROJECT/WORK PHASE</u>	

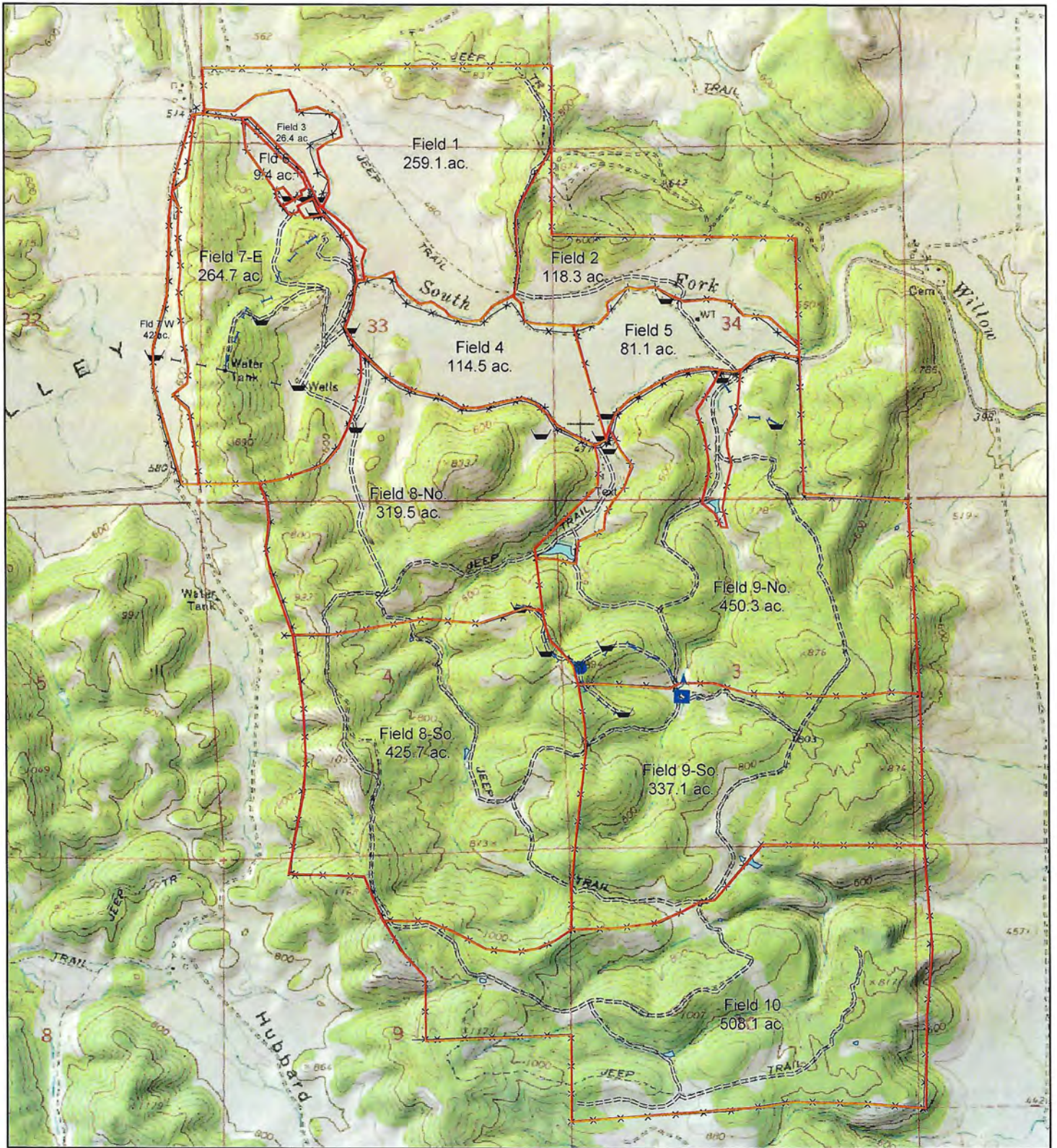
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

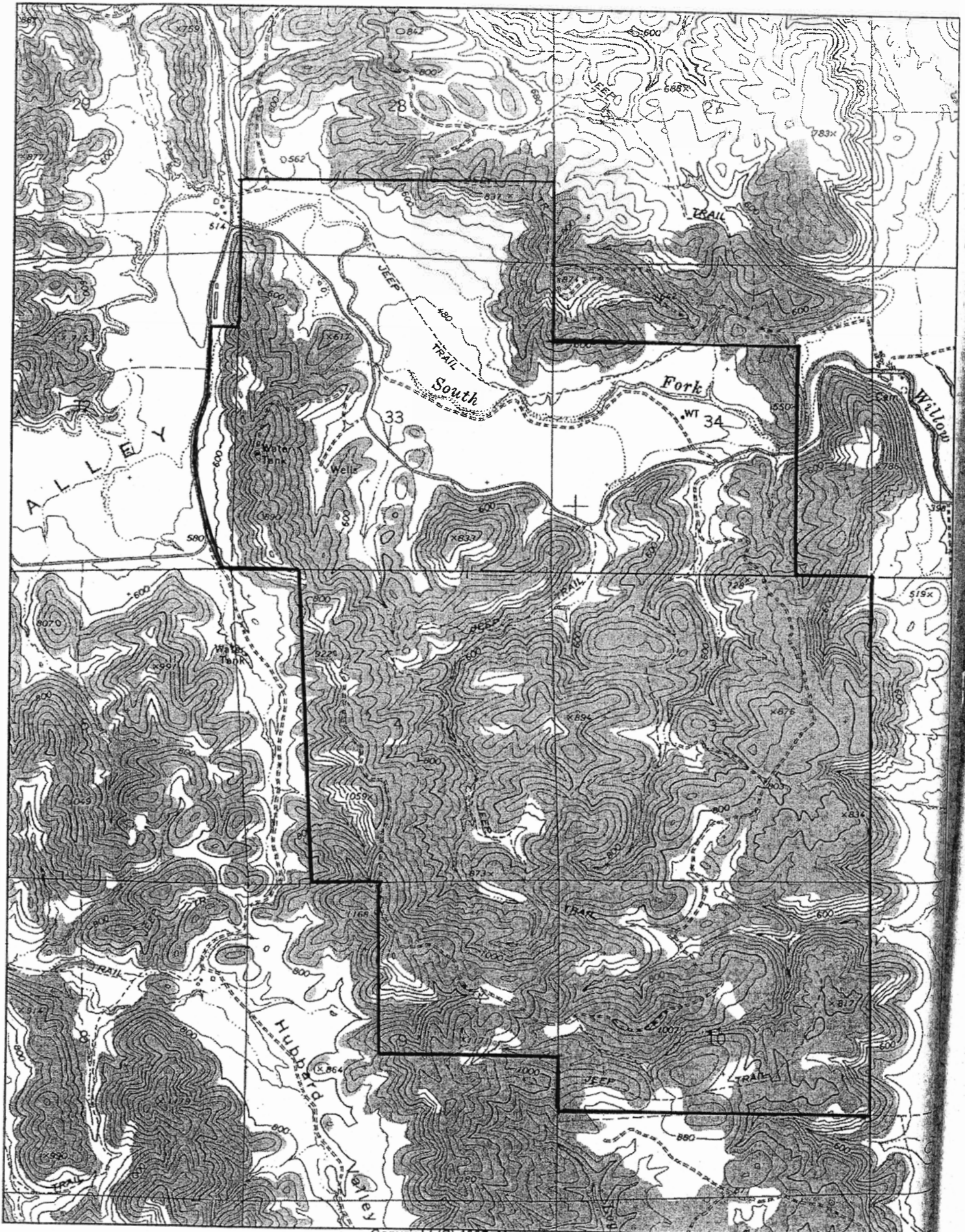
SIGNATURE OF ACCOUNTING OFFICER  DATE 4-28-04

CBDD
CONSERVATION GRAZING LEASE
REQUEST FOR PROPOSAL

ATTACHMENT

B





LEGAL DESCRIPTION

All that certain real property situate in the County of GLENN, State of California, and being more particularly described as follows:

PARCEL ONE:

All of Section 3; the fractional Northeast quarter, the fractional East half of the West half and the Southeast quarter of Section 4, the Northeast quarter of Section 9, the North half and the North half of the South half of Section 10, all in Township 19 North, Range 5 West, Mount Diablo Base and Meridian.

ALSO the South half of the South half of Section 28, the Northeast quarter and the South half of Section 33, the Southwest quarter of the Northeast quarter, the West half of the Southeast quarter, the South half of the Northwest quarter and the Southwest quarter of Section 34, all in Township 20 North, Range 5 West, Mount Diablo Base and Meridian.

ALSO a portion of Section 32, Township 20 North, Range 5 West, Mount Diablo Base and Meridian, more particularly described as follows:

Beginning at the Southeast corner of said Section 32, said point being marked with a 3/4" rebar; thence along the South line of said Section 32, West, 231.62 feet to the centerline of a dirt road; thence along the centerline of said dirt road the following courses: North 39° 34' 51" West, 278.11 feet; North 23° 45' 31" West, 116.08 feet; North 15° 20' 01" West, 342.54 feet to the centerline of the County Road; thence along the centerline of said County Road the following courses: North 11° 19' 15" West, 1294.63 feet; North 3° 26' 27" West, 102.35 feet; North 6° 07' 41" East, 428.70 feet; North 14° 11' 54" East, 270.26 feet; North 19° 37' 29" East, 427.13 feet; North 3° 54' 01" East, 957.74 feet; North 1° 18' 02" West, 46.97 feet; thence leaving the centerline of said County Road South 89° 20' 39" East, 533.95 feet to the East line of said Section 32; thence along the East line of said Section 32, South 00° 39' 21" West, 4109.75 feet to the point of beginning.

EXCEPTING THEREFROM a portion of said Section 28, more particularly described as follows:

Commencing at the Southeast corner of Section 32, Township 20 North, Range 5 West, Mount Diablo Base and Meridian, thence along the section line between Sections 32, 33 and 28, 29, North 00° 39' 21" East, 6614.00 feet to the TRUE POINT OF BEGINNING; thence South 89° 18' 19" East, 13.25 feet; thence South 00° 39' 21" West 245.25 feet; thence North 89° 18' 19" West, 13.25 feet; thence North 00° 39' 21" East, 245.25 feet to the point of beginning.

PARCEL TWO:

A 20.00 foot wide strip of land for ingress and egress purposes, lying Southerly and Easterly of and coincident to the following described line:

Commencing at the Southeast corner of said Section 32, thence along the Section line between Sections 32, 33, and 28, 29, North 00° 39' 21" East, 6614.00 feet; thence South 89° 18' 19" East 13.25 feet to the TRUE POINT OF BEGINNING; thence North 89° 18' 19" West, 37.23 feet; thence South 42° 45' 53" West, 162.19 feet; thence North 89° 18' 19" West, 6.12 feet, more or less to the East right of way line of County Road 303.

PARCEL THREE:

The Northwest quarter of Section 33, Township 20 North, Range 5 West, Mount Diablo Base and Meridian.