

EXHIBIT F

(WCB Logo)



EXHIBIT G

(Notice of Unrecorded Grant Agreement)

RECORDING REQUESTED BY:

Bear Yuba Land Trust
PO BOX 1004
Grass Valley, CA 95945

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WHEN RECORDED, RETURN TO:

State of California
Wildlife Conservation Board
Attn: Executive Director
Mailing address: P.O. Box 944209
Sacramento, CA 94244-2090

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)
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Project Name: Ellis Ranch Conservation Easement Habitat Protection
County: Nevada (2020105)

Space above line for Recorder's use

NOTICE OF UNRECORDED GRANT AGREEMENT (WITH COVENANTS AFFECTING REAL PROPERTY)

This Notice of Unrecorded Grant Agreement ("Notice"), dated as of _____, 2022, is made by Bear Yuba Land Trust ("Grantee") and recorded concurrently with the Conservation Easement described below, to provide notice of an agreement between Grantee and the Wildlife Conservation Board ("Grantor" or "WCB"), a subdivision of the State of California, affecting the real property described below.

1. WCB and Grantee have entered into the California Wildlife Conservation Board Grant Agreement for Acquisition of Conservation Easement, Grant Agreement No. WC-2267CM ("Grant" or "Agreement"), pursuant to which WCB grants to Grantee certain funds for Grantee's acquisition of a perpetual Conservation Easement over approximately 806 acres of real property located in the City of Penn Valley, County of Nevada, California (the "Property"), from Ellis Family Enterprises, L.P., a California limited partnership (the "Conservation Easement"). The Property is legally described in **Exhibit A** attached to this Notice and incorporated in it by this reference. Initial-capitalized terms used in this Notice and not otherwise defined shall have the meaning set forth in the Grant.

2. Grantee agrees under the terms of the Grant to execute this Notice to give notice that Grantee received funds under the Agreement to assist Grantee in acquiring the Conservation Easement and that, in consideration of the Grant Funds, Grantee has agreed to the terms of the Grant. The Grant is incorporated by reference into this Notice.

3. Grantee covenants and agrees in Section 5 of the Agreement as follows:

3.1. The Grantee shall administer, maintain, enforce and defend the Conservation Easement to ensure that the Property shall be used, operated, managed and maintained in perpetuity in a manner that complies with the Conservation Easement and this Agreement, and fulfills the Purposes of Grant set forth in Section 2 of the Agreement:

The Property shall be preserved in its natural, scenic, agricultural, historical, and open-space condition and used for the purposes of wildlife habitat preservation, climate change adaption and resilience, water resources, biological resources, soil resources, scenic resources, ecosystem resources, and for compatible public or private uses, all as may be consistent with wildlife habitat preservation and protection of sensitive biological resources, including, without limitation, (individually and collectively, the "Purposes of the Grant")

3.2 The Conservation Easement may not be used to satisfy any requirement or condition imposed by any permit, agreement, authorization or entitlement for use ("Mitigation"), including but not limited to any requirement to compensate for or otherwise offset impacts of an activity, without the written approval of the State of California, acting through the Executive Director WCB or its successor.

3.3. At the request of Grantor, not less than once in any period of three calendar years, Grantee shall make arrangements for staff of Grantor to access the Property to assess compliance with the terms, covenants and conditions of the Grant.

3.4. Grantee shall not consent to any amendment of the Conservation Easement without the prior written consent of the State of California, acting through the Executive Director of WCB or its successor.

3.5 The Conservation Easement (including any portion of it or any interest in it) shall not be assigned, sold, transferred, exchanged or otherwise conveyed with respect to the whole or any portion of the Property without the written approval of the State of California, acting through the Executive Director of WCB or its successor.

3.6 The Conservation Easement may not be used as security for any debt without the written approval of the State of California, acting through the Executive Director of WCB or its successor.

3.7. The Conservation Easement shall not be terminated or extinguished, in whole or in part, except through appropriate legal proceedings in a court of competent jurisdiction.

3.8 Grantee agrees to ensure that the terms and conditions of this Agreement shall be taken into account when calculating the baseline/business as usual of the Property for purposes of establishing carbon credits or other emissions offsets proposed to be authorized, created, sold, exchanged or transferred. Grantee agrees to notify WCB prior to any such proposed establishment.

4. Pursuant to Section 7 of the Agreement, in the event of a Default under the Agreement, in addition to any and all remedies available at law or in equity, Grantor may seek specific performance of the Grant and may require Grantee to convey its interest in the Conservation Easement to 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 and responsibilities of Grantee).

5. Pursuant to Section 8 of the Agreement, if Grantee is a nonprofit organization and the existence of Grantee is terminated for any reason, title to all interest in real property acquired with state 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 real property by recording its acceptance of title in writing. Any deed or other instrument of conveyance whereby real property is being acquired by a nonprofit organization pursuant to this section shall be recorded and shall set forth the executory interest and right of entry on the part of the State of California.

6. Pursuant to Section 9 of the Agreement, the Grant shall remain in full force and effect from and after the close of escrow for the acquisition of the Conservation Easement.

7. Pursuant to Section 10 of the Agreement, the Grant shall be binding upon Grantee and all designees, successors and assigns of Grantee.

8. Pursuant to Section 11 of the Agreement, 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, so as to terminate the Conservation Easement, in whole or in part, Grantor and Grantee shall act jointly to recover from the condemning authority the full value of Grantee's interest in the Property so taken or purchased, and all direct or incidental damages resulting therefrom. Grantor shall be entitled to the share of the Award which equals the ratio of the Grant Funds provided by Grantor to the purchase price Grantee paid to acquire

the Conservation Easement.

9. This Notice is solely for the purpose of recording and in no way modifies the provisions of the Agreement. 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 govern and control.

10. For additional terms and conditions of the Agreement, reference should be made to the California Wildlife Conservation Board Grant Agreement for Acquisition of Conservation Easement by and between WCB and Grantee that commenced _____, 2022, and is on file with the Wildlife Conservation Board, 1700 9th Street, 4th Floor, Sacramento, California 95811; mailing address: Wildlife Conservation Board, c/o California Department of Fish and Wildlife, P.O. Box 944209, Sacramento, CA 94244-2090.

GRANTEE:

Bear Yuba Land Trust

By:  _____

Print Name: Erin Tarr

Title: Executive Director

[Notary Acknowledgment]