

AGREEMENT FOR SALE OF MITIGATION CREDITS

USACE No. SPK-2022-00533

NWP 14, 39, 58

CDFW EPIMS Notification No. YUB-55651-R2

WDID No. 5A58CR00206

**Wheatland Regional Sewer Pipeline Project
(CWSRF Project no. C-06-8753-110)**

Contract #51

This Agreement is entered into this _____ day of _____ 2026, (“Effective Date”), by and between Antonio Mountain Ranch Mitigation Bank (“Bank”) and City of Wheatland (“Project Applicant”), jointly referred to as the “Parties”, as follows:

RECITALS

A. Lewis Antonio Mountain Ranch, LLC (“Bank Sponsor”) has developed the Antonio Mountain Ranch Mitigation Bank located in Placer County, California; and

B. The Bank was approved by U.S. Army Corps of Engineers (“USACE”), U.S. Environmental Protection Agency (“USEPA”), U.S. Fish and Wildlife Service (“SERVICE”), and California Department of Fish and Wildlife (“CDFW”) on June 6, 2018, and is currently in good standing with these agencies; and

C. The Bank has received approval from the SERVICE to offer Vernal Pool Fairy Shrimp Habitat Establishment and Vernal Pool Fairy Shrimp Habitat Preservation credits; USACE and USEPA to offer Vernal Pool, Seasonal Wetland, Perennial Stream, Intermittent Stream, and Perennial Stream credits; and CDFW to offer Intermittent Stream Preservation, Intermittent Stream Re-establishment, Intermittent Stream Riparian Enhancement, Intermittent Stream Enhancement, Perennial Stream Riparian Enhancement, Perennial Stream Enhancement, Perennial Marsh Rehabilitation, Riparian Re-establishment, Riparian Enhancement, Floodplain Seasonal Wetland Re-establishment, Tricolored Blackbird Nesting Habitat, Tricolored Blackbird Foraging Habitat, and Swainson’s Hawk Foraging Habitat credits for sale as compensation for the loss of vernal pool fairy shrimp habitat, vernal pools, seasonal wetlands, intermittent streams, perennial streams, perennial marsh, riparian habitat, tricolored blackbird nesting and foraging habitat, and Swainson’s hawk foraging habitat, respectively, through the Antonio Mountain Ranch Mitigation Bank Enabling Instrument (“BEI”); and

D. Project Applicant is seeking to implement the project described in Exhibit “A” attached hereto (“Project”), which would unavoidably and adversely permanently impact 0.014 acres of seasonal wetland, and 0.154 acres of streambank/bed and seeks to compensate for the loss by purchasing credits from Bank; and

E. Project Applicant has been authorized by CDFW to purchase from the Bank 0.02 seasonal wetland creation credits, and 0.16 stream channel credits upon confirmation by the Bank Sponsor of credit availability/adequate balance of credits remaining for sale; and

F. Project Applicant desires to purchase from Bank and Bank desires to sell to Project Applicant the 0.02 Seasonal Wetlands Creation credits, and 0.16 Intermittent Stream (CDFW – Preservation) credits.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Bank hereby agrees to sell to Project Applicant and Project Applicant hereby agrees to purchase from Bank 0.02 Seasonal Wetlands Creation credits, and 0.16 Intermittent Stream (CDFW – Preservation) credits (the “Credits”) for the purchase price of EIGHTY-ONE THOUSAND AND 00/00 DOLLARS (\$81,000.00). Promptly following the delivery of the purchase price by Project Applicant to Bank, Bank will deliver to Project Applicant 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 cashier’s check or, at the option of Bank, wire transfer of funds according to written instructions by Bank to Project Applicant.
2. The sale and transfer herein are not intended as a sale or transfer to Project Applicant 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 Applicant 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 shall monitor and make reports to the appropriate agency or agencies on the status of the Credits sold to Project Applicant. Bank 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 Applicant shall be non-transferable and non-assignable, and shall not be used as compensatory mitigation for any other project or purpose, except as set forth herein.
5. Project Applicant shall pay Bank a deposit fee of SIXTEEN THOUSAND TWO HUNDRED AND 00/00 Dollars (\$16,200.00) in immediately available funds within 10 days of the Effective Date of this Agreement. The deposit fee shall be credited to the purchase price and shall be refunded to Project Applicant if the 30-day period runs, as provided for in Section 6, and this Agreement becomes null and void.
6. Project Applicant must provide Bank with the remaining SIXTY-FOUR THOUSAND EIGHT HUNDRED DOLLARS (\$64,800) within 30 days of the effective date of the Effective Date of this Agreement. After the 30-day period this Agreement will be considered null and void.
7. Upon purchase of the Credits specified in Section 1 above, the Bank shall submit to the parties listed in the Notices section of the BEI, copies of the: a) Agreement for Sale of Mitigation Credits; b) Bill of Sale; c) Payment Receipt; and d) an updated ledger. The updated inventory / ledger must detail: i) Project Applicant; ii) Project Name; iii) Status (sale complete/sale not complete); iv) Credit Sale Date; v) SERVICE/USACE/CDFW/CEQA File or Permit Number (as applicable); vi) Total Number of Credits Authorized to Sell; vii) Total Number of Credits Sold to Date (inclusive); and ix) Balance of all Credits Available. The inventory / ledger should include all sales data from bank opening/establishment to the present.

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

BANK:

Antonio Mountain Ranch Mitigation Bank
Lewis Antonio Mountain Ranch, LLC, a California Limited Liability Company
By: AKT Investments, Inc., a California corporation
Its: Manager

By: _____
Ron Bertolina, Vice President

Date: _____

PROJECT APPLICANT:

City of Wheatland

By: _____
Name: Sean Grayson
Title: City Manager

Date: _____

Exhibit List:

- A - Project Description
- B - Bill of Sale
- C - Payment Receipt

APPROVED

UNITED STATES FISH AND WILDLIFE SERVICE:

This Agreement fulfills a portion of the Project Applicant's proposed _____ habitat conservation measures, as described in the Service's Biological Opinion Service File Number _____ dated _____. The Service verifies that Antonio Mountain Ranch Mitigation Bank is in good standing as of the date of this signature.

By: _____ Date: _____

Sacramento Fish and Wildlife Office

Exhibit “A”

**DESCRIPTION OF PROJECT
TO BE
MITIGATED**

Wheatland Regional Sewer Pipeline Project (CWSRF Project no. C-06-8753-110) is limited to the installation of eight miles of regional sewer pipeline and associated structures, including 3 pump stations and a new City Public Works Corporation Yard at one of the pump stations sites as further described and depicted in the improvement plans and specification for the City of Wheatland Regional Sewer Pipeline Project dated 07/07/2026, and approved by City Council Resolution 26-38.

Project location

Address: Local roadways East and North of Wheatland

County: Yuba

Nearest City: Wheatland

Section 4, Township 13N, Range 5E, MDB&M

Latitude: 39°0’31.82” and Longitude: -121°25’25.88”

Exhibit "B"

USACE No. SPK-2022-00533
NWP 14, 39, 58
CDFW EPIMS Notification No. YUB-55651-R2
WDID No. 5A58CR00206

Wheatland Regional Sewer Pipeline Project
(CWSRF Project no. C-06-8753-110)

Contract #51

In consideration of EIGHTY-ONE THOUSAND AND 00/00 DOLLARS (\$81,000.00), receipt of which is hereby acknowledged, Antonio Mountain Ranch Mitigation Bank does hereby bargain, sell and transfer to City of Wheatland, 0.02 Seasonal Wetlands Creation credits, and 0.16 Intermittent Stream (CDFW – Preservation) credits from the Antonio Mountain Ranch Mitigation Bank in Placer County, California, developed, and approved by U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, U.S. Environmental Protection Agency, and the California Department of Fish and Wildlife.

Lewis Antonio Mountain Ranch, LLC (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.

Lewis Antonio Mountain Ranch, LLC (Bank Sponsor) covenants and agrees with the buyer 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: _____

BANK:

Antonio Mountain Ranch Mitigation Bank
Lewis Antonio Mountain Ranch, LLC, a California Limited Liability Company
By: AKT Investments, Inc., a California corporation
Its: Manager

By: _____
Ron Bertolina, Vice President

Exhibit "C-1"
Antonio Mountain Ranch Mitigation Bank

CONTRACT #51

CREDITS: PAYMENT RECEIPT

PROJECT APPLICANT INFORMATION

Name: City of Wheatland
Address: 111 C Street, Wheatland, CA 95692
Telephone: (530) 401-4610
Contact: Dane Schilling, City Engineer

PROJECT INFORMATION

Project Description: Wheatland Regional Sewer Pipeline Project
USACE No.: SPK-2022-00533
CDFW SSA: EPIMS Notification No. YUB-55651-R2
WDID No.: 5A58CR00206

Species/Habitat Affected: 0.014 acres of seasonal wetland, and 0.154 acres of streambank/bed

Credits to be Purchased: 0.02 acre – Seasonal Wetland creation, and 0.16 acre – Intermittent Stream (CDFDW – Preservation)
(at \$450,000 per credit, total purchase price \$81,000)

Payment Amount: \$ 16,200.00 (20% of purchase price)

Project Location: City of Wheatland, Yuba County.

PAYMENT INFORMATION

Payee: Lewis Antonio Mountain
Ranch, LLC
Payer: City of Wheatland
Amount: \$16,200.00

Method of payment: Check No. _____ Wire: _____

Received by: _____ Date: _____
(Signature)

Name: Chris Donnelly Title: CFO

Exhibit "C-2"
Antonio Mountain Ranch Mitigation Bank

CONTRACT #51

CREDITS: PAYMENT RECEIPT

PROJECT APPLICANT INFORMATION

Name: City of Wheatland
Address: 111 C Street, Wheatland, CA 95692
Telephone: (530) 401-4610
Contact: Dane Schilling, City Engineer

PROJECT INFORMATION

Project Description: Wheatland Regional Sewer Pipeline Project
USACE No.: SPK-2022-00533
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Species/Habitat Affected: 0.014 acres of seasonal wetland, and 0.154 acres of streambank/bed

Credits to be Purchased: 0.02 acre – Seasonal Wetland creation, and 0.16 acre – Intermittent Stream (CDFDW – Preservation)
(at \$450,000 per credit, total purchase price \$81,000)

Payment Amount: \$ 64,800.00 (80% of purchase price)

Project Location: City of Wheatland, Yuba County.

PAYMENT INFORMATION

Payee: Lewis Antonio Mountain
Ranch, LLC
Payer: City of Wheatland
Amount: \$64,800.00

Method of payment: Check No. _____ Wire: _____

Received by: _____ Date: _____
(Signature)

Name: Chris Donnelly Title: CFO