

**GRANT AGREEMENT FOR
RIGHETTI FISCALINI RANCH
CONSERVATION EASEMENT ACQUISITION**

THIS Grant Agreement (the “Agreement”) is made on _____
by the CITY OF SAN LUIS OBISPO (“CITY”) and THE LAND CONSERVANCY OF
SAN LUIS OBISPO COUNTY (“LAND CONSERVANCY”) who are collectively
referred to as the “Parties”.

RECITALS

WHEREAS, LAND CONSERVANCY has reached an agreement with the Righetti Family to acquire a Conservation Easement interest (the “Conservation Easement”) in land commonly known as the Righetti Fiscalini Ranch, thereby ensuring the preservation of approximately two-hundred acres of real property (the “Property”) located within CITY’s established Greenbelt boundary, which Property is identified as San Luis Obispo County Assessor Parcel Number 044-051-028; and

WHEREAS, both CITY and LAND CONSERVANCY desire to ensure the preservation of the Property consistent with goals and policies set forth in CITY’s Conservation and Open Space Element of its General Plan pertaining to protection of wildlife corridors and contiguous habitat, as well as to protect the scenic, open space, and agricultural values of the Property in perpetuity; and

WHEREAS, the appraised value for the Conservation Easement is \$2,390,000.00 pursuant to a qualified independent appraisal; and

WHEREAS, CITY, in consideration of a request from LAND CONSERVANCY, and of the Parties’ mutual goals and long-standing partnership in land conservation, desires to make a grant in the amount of \$65,000.00 towards the purchase price of the Conservation Easement; and

WHEREAS, LAND CONSERVANCY has secured a primary grant from the State of California Department of Conservation’s Sustainable Agriculture Land Conservation Program, as well as other private donations, that will provide the remaining funds needed to complete the transaction and provide for the long-term monitoring and stewardship of the Conservation Easement; and

WHEREAS, LAND CONSERVANCY will enter into to the Conservation Easement subject to certain contractual requirements by the State of California Department of Conservation that include various protective measures to ensure that the purposes of public expenditures of funds are adhered to and carried out in perpetuity; and

NOW, THEREFORE, in consideration of the promises herein and the mutual benefits accruing to the Parties, and to the general public from the acquisition of the Conservation Easement exclusively for conservation purposes as contemplated herein, CITY and LAND CONSERVANCY hereby agree as follows:

A. The Recitals herein are incorporated into and made a part of this Agreement.

B. CITY shall make a grant of funds to LAND CONSERVANCY in the amount of \$65,000.00 which shall be deposited to an escrow account at First American Title Company that has been established for the benefit of this transaction, upon LAND CONSERVANCY's written request made at least 14 days in advance to do so.

C. CITY's funds shall only be used if, and only if, all other funds are deposited to escrow and the Conservation Easement Deed that will encumber the Property is duly executed, notarized, and recorded with the San Luis Obispo County Clerk / Recorder. If the transaction is substantially delayed or does not take place for any reason whatsoever, then LAND CONSERVANCY shall cause First American Title Company to promptly return the funds to CITY.

D. LAND CONSERVANCY, or its successors and assigns, shall hold all right, privilege and interests accruing from ownership of the Conservation Easement in perpetuity.

STANDARD PROVISIONS

1. Amendments

CITY and LAND CONSERVANCY may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City Manager. Such amendments will not invalidate this Agreement, nor relieve or release the CITY or LAND CONSERVANCY from its obligations under this Agreement, except as expressly provided in writing in any subsequent amendments.

2. Financial Assurance

CITY reserves the right to request copies of invoices, account statements, or audits of LAND CONSERVANCY's financial records pertinent to this Agreement. LAND CONSERVANCY shall at all times maintain its 501(c)3 non-profit status.

3. Civil Rights

Title VI of the Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person will, on the grounds of race, color, creed, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 109 of the Housing and Community Development Act of 1974

No person in the United States will on the grounds of race, color, creed, religion, sex or national origin be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Age Discrimination Act of 1975, as Amended

No person will be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et. seq.)

Section 504 of the Rehabilitation Act of 1973, as Amended

No otherwise qualified individual will, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)

Public Law 101-336, Americans with Disabilities Act of 1990

Subject to the provisions of this title, no qualified individual with a disability will, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

4. Assignability

LAND CONSERVANCY will not assign or transfer any interest in this Agreement without the prior written consent of the City.

5. Conflict of Interest

No member of the CITY's governing body and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the project, will have any personal financial interest, direct or indirect, in this agreement; and LAND CONSERVANCY will take appropriate steps to assure compliance.

LAND CONSERVANCY agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which includes maintaining a written code or standards of conduct that will govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

6. Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement will not be affected thereby, and all other parts of this Agreement will nevertheless be in full force and effect.

7. Entire Agreement

This Agreement constitutes the entire agreement between CITY and LAND CONSERVANCY for the use of funds received under this Agreement and it supersedes all prior communications and proposals, whether electronic, oral, or written between City and LAND CONSERVANCY with respect to this Agreement.

8. No Agency or Employment

LAND CONSERVANCY is solely responsible for the conduct of its activities in association with this Agreement. Nothing in this Agreement creates a formal partnership, agency, joint venture, employment, or any other type of relationship. LAND CONSERVANCY shall not represent itself as an agent of CITY for any purpose and has

no authority to bind the CITY in any manner whatsoever. LAND CONSERVANCY and all of its agents, representatives, or participants in any manner in the performance of its obligations and duties hereunder, shall be employees, independent contractors, or volunteers solely of LAND CONSERVANCY. They shall not for any purpose be considered employees or agents of the CITY.

9. Indemnification

LAND CONSERVANCY agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless CITY and its officers, directors, affiliates, employees, and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorney's fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of LAND CONSERVANCY, its employees or agents, in accepting the funds, in expending or applying funds, or in carrying out the project as set forth.

CITY agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless LAND CONSERVANCY its officers, directors, affiliates, employees, and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorney's fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of CITY, its employees or agents, in expending or applying funds, or in carrying out the project as set forth.

10. Termination

The CITY or LAND CONSERVANCY may initiate termination of this Agreement in the event of a substantial breach of the terms of this Agreement, or in the event of gross negligence, upon ten (10) days written notice to the other Party. Said termination shall be effective thirty (30) days after receipt by certified mail of a notice of termination to the other Party.

11. Compliance with Human Relations Commission "By Laws"

LAND CONSERVANCY hereby certifies and agrees that it will comply with the Human Relations Commission's "Bylaws" which creates an environment within the City in which all persons can enjoy equal rights and opportunities regardless of race, religion, sex, national origin, sexual orientation, age, physical, mental or economic status.

12. Notices

For purposes of notice under this agreement, all notices shall be considered effective upon being sent by certified mail to the following addresses:

To CITY:

City of San Luis Obispo
990 Palm Street
San Luis Obispo, CA 93401
Attn: City Manager

To LAND CONSERVANCY:

The Land Conservancy of San Luis Obispo County
1137 Pacific Street, Suite A
San Luis Obispo, CA 93401
Attn: Executive Director

IN WITNESS WHEREOF, the Parties have executed the foregoing as of the date year first above written.

CITY OF SAN LUIS OBISPO:

By: _____
Whitney McDonald, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
J. Christine Dietrick, City Attorney

Date: _____

THE LAND CONSERVANCY OF SAN LUIS OBISPO COUNTY:

By: _____
Kaila Dettman, Executive Director

Date: _____