

## AGREEMENT FOR SALE OF CREDITS

This Agreement is entered into this day, 9 of June 2026 (“Effective Date”), by and between **Desert Environmental Resources, Inc**, a Washington State Corporation, (“Bank Sponsor”), and the San Bernardino County Department of Public Works (“Project Applicant”), jointly referred to as the “Parties,” as follows:

### RECITALS

- A. The Bank Sponsor has developed the Mojave River Watershed Mitigation Bank (“Bank”) located in San Bernardino County, California; and
- B. The Bank has been developed pursuant to a Bank Enabling Instrument entered into by and between Bank Sponsor, the United States Army Corps of Engineers (“USACE”) and the California Department of Fish and Wildlife (“CDFW”) Lahontan Regional Water Quality Control Board (“LRWQCB”) and Environmental Protection Agency (“EPA”); and
- C. Project Applicant is seeking to implement the project described on Exhibit “A” attached hereto (“Project”), which would unavoidably and adversely impact Waters of the United States and/or Waters of the State thereon, and seeks to compensate for such impacts by purchasing Credits from Bank Sponsor; and
- D. Project Applicant has been authorized by the Lahontan RWQCB and CDFW under permit numbers CDFW EPIMS-SBR-61373-R6 and Lahontan RWQCB R6T-2003-0004, to purchase from the Bank Sponsor 4.97 acres of Dry Lakebed Preservation Credits; and
- E. Project Applicant desires to purchase from Bank Sponsor and Bank Sponsor desires to sell to Project Applicant 4.97 acres of Dry Lakebed Preservation Credits.

### NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Bank Sponsor hereby sells the Project Applicant and Project Applicant hereby purchases from Bank Sponsor 4.97 acres of Dry Lakebed Preservation Credits from the Bank for a total purchase price of \$372,750.00. Upon payment of the total purchase price and the endowment in full, the Bank Sponsor will deliver to the Project Applicant an executed Bill of Sale in the manner and form attached hereto and marked as Exhibit “B”. The purchase price for said Credits shall be paid, by wire transfers of funds according to written instructions by Bank Sponsor to Project Applicant with these payments to occur by no later than 30 days from contract signature.
2. The sale and transfer herein is 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 Sponsor shall monitor and make reports to the appropriate agency or agencies on the status of any Credits sold to Project Applicant. The 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. Upon purchase of the Credits and payment of the endowment specified in paragraph 1 of this Agreement, 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) The Project Applicant; ii) The Project Name; iii) Credit sale date; iv) The USACE and the CDFW file tracking numbers; v) Total Number of Credits Authorized to Sell; vi) Total Number of Credits Sold to Date (inclusive); and vii) Balance of all Credits Available. The ledger should include all sales data from Bank Establishment Date to the present.
6. This Agreement shall terminate upon the earlier of December 31, 2026, or the satisfaction of Section 5 above.
7. This Agreement may be executed in counterparts all of which shall be treated as part of the same agreement.
8. This Agreement may be executed electronically by e-mail or facsimile signatures which shall be treated as original signatures for all purposes.

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

BANK SPONSOR:

**Desert Environmental Resources, Inc, a Washington State Corporation**

By: \_\_\_\_\_  
Richard Lyons, Director

Date: \_\_\_\_\_

PROJECT APPLICANT:

**San Bernardino County  
Board of Supervisors**

By: \_\_\_\_\_  
Dawn Rowe, Chair

Date: \_\_\_\_\_

## **Exhibit “A”**

### **DESCRIPTION OF PROJECT TO BE MITIGATED**

**Name of Project:**

Baker Boulevard Bridge Project (H14278)

**Project Location:**

The Project is located at a section of the Mojave River on Baker Boulevard, in the unincorporated community of Baker, San Bernardino County, State of California. The Project is centered at latitude 35.264127 and longitude -116.077040. The Project occurs at Baker Boulevard, between Mill Road and Death Valley Road, and is 0.17 miles northwest of Interstate 15.

**Permitting Agency(ies) File/Tracking Number:**

California Department of Fish and Wildlife: EPIMS-SBR-61373-R6

Lahontan Water Quality Control Board: R6T-2003-0004

**Project Description:**

The Project is limited to the demolition and replacement of the Mojave River Bridge (bridge) located on Baker Boulevard. The bridge is currently a 22-span stringer supported two-lane bridge with a continuous cast in-place reinforced concrete deck with overlain asphalt concrete. The bridge also has reinforced concrete abutments supported on timber piles. The timber railing and plywood planking that accommodates a two-foot-wide walking path on both sides of the bridge is deteriorating and needs replacement. The Project will demolish the current bridge and replace it with a four-lane bridge with a 10-span cast in place reinforced concrete slab structure mounted on cast-in-drilled hole piles or driven concrete pile extensions. The replacement of the bridge will require the replacement of the existing piers and installation of rock slope protection (RSP) around the abutments. There are approximately 138 timber piers within the Mojave River channel that have a diameter of 12 inches, and these will be removed and replaced with a total of 162 concrete piers that will have a diameter of 18 inches. The new bridge will also include sidewalks, streetlights, and bridge barrier railings. Overhead utilities and utilities attached to the bridge will require relocation and may require relocation along roadway approaches. The Project will also include the creation of a ramp on the northeast side of the bridge to allow access for maintenance of the San Bernardino County Flood Control District's floodway channel and bridge inspection. The Project will require a water diversion if flowing water is present. Exhibit B depicts the Project's design plans.

**Exhibit "B"**

**BILL OF SALE**

Contract # \_\_\_\_\_

Permitting Agency and File Tracking No. CDFW EPIMS-SBR-61373-R6 and Lahontan RWQCB R6T-2003-0004

In consideration of \$372,750.00 for the purchase price and, receipt of which is hereby acknowledged, Desert Environmental Resources, Inc, a Washington State Corporation ("Bank Sponsor") does hereby bargain, sell and transfer to San Bernardino County Department of Public Works (the "Project Applicant" or "Buyer"), 4.97 acres of Dry Lakebed Preservation Credits in the Mojave River Watershed Mitigation Bank in San Bernardino County, California, developed and approved under the authority of the United States Army Corps of Engineers and California Department of Fish and Wildlife associated with 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 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: \_\_\_\_\_, 20\_\_

Desert Environmental Resources, Inc, a Washington State Corporation

By: \_\_\_\_\_  
Name, Title

**Attachment 1****Mojave River Watershed Mitigation Bank****4.97 acres of Dry Lakebed Preservation CREDITS: PAYMENT RECEIPT****PROJECT APPLICANT INFORMATION****Name:**

San Bernardino County Department of Public Works

**Address:**

825 E. Third Street  
San Bernardino,  
CA. 92415-0835

**Telephone:**

909-387-8109

**Contact:**

Arlene Chun

**PROJECT INFORMATION****Project Description:**

The Project is the demolition and replacement of the Mojave River Bridge located on Baker Boulevard.

**Project Location:**

The Project is located at a section of the Mojave River on Baker Boulevard, in the unincorporated community of Baker, San Bernardino County, State of California. The Project is centered at latitude 35.264127 and longitude -116.077040. The Project occurs at Baker Boulevard, between Mill Road and Death Valley Road, and is 0.17 miles northwest of Interstate 15.

**Agency File/Tracking Number:**

California Department of Fish and Wildlife: EPIMS-SBR-61373-R6  
Lahontan Water Quality Control Board: R6T-2003-0004

**Species/Habitat Affected:**

1.6552 acres of Fish and Game Code 1602 resources

**Credits to be Purchased:**

4.97 Acres of Dry Lakebed Preservation Credits

**PAYMENT INFORMATION****Payee:**

Desert Environmental Resources, Inc.

**Payer:**

San Bernardino County Department of Public Works

**Total Payment Amount: \$372,750**

**Credit Purchase Price: \$372,750**

**Method of payment:**

Cash \_\_\_ Cashier's Check No. \_\_\_\_\_ Wire transfer \_\_\_\_\_

**Received by:**

\_\_\_\_\_

NAME, Title, Desert Environmental Resources, Inc

**Date:** \_\_\_\_\_

<https://drive.google.com/drive/u/1/folders/0B-cvosQhCkuARTV5SzFIWXIDMzQ>