

# EXHIBIT A

## **CITY OF SANTA ROSA'S CALIFORNIA TIGER SALAMANDER MITIGATION CREDITS PURCHASE AGREEMENT WITH TRI DEVELOPMENT SERVICES, LLC ("AGREEMENT")**

This "Agreement" is made as of this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the City of Santa Rosa, a municipal corporation ("Project Proponent"), and TRI Development Services, LLC, a California limited liability company, ("Bank Sponsor"), herein collectively referred to as "Parties."

### **RECITALS**

- A. Bank Sponsor has developed Hazel Mitigation Bank, Alton South Conservation Bank, and Alton Lane Conservation Bank ("Bank") located in Sonoma County, California, for the purpose of providing mitigation credits.
- B. Bank was approved by the U.S. Fish and Wildlife Service ("Service") and the California Department of Fish and Wildlife ("CDFW"), collectively referred to as the "Approving Agencies" in January 2025.
- C. Bank Sponsor has received approval from the Approving Agencies to offer California tiger salamander mitigation credits ("CTS Credits") for sale as compensation for the loss of California tiger salamander ("CTS") habitat type as specified in the Conservation Bank Agreement ("CBA"). The CBA establishes guidelines and responsibilities for the establishment, use, operation, and maintenance of the Bank-by-Bank Sponsor.
- D. Project Proponent desires to purchase up to 8.38 acres of CTS Credits for the Lower Colgan Creek Restoration – Phase 3 & Neighborhood Park as described in Exhibit A ("Project"), which Project will unavoidably impact CTS habitat, and Project Proponent seeks to compensate for the loss of such CTS habitat by purchasing CTS Credits.
- E. Project Proponent desires to purchase the CTS Credits from a Bank Sponsor's Bank as described above in accordance with the terms of this Agreement.
- F. Bank Sponsor represents to Project Proponent that the Bank was approved by the Approving Agencies, is in good standing with the Approving Agencies, has good and marketable title to the CTS Credits, and is fully qualified to sell the CTS Credits described herein.
- G. Project Proponent has received approval by the Approving Agencies and any other required agencies to purchase up to 8.38 acres of CTS Credits as mitigation for the Project, and the Service File No. is SPN-2013-00218.
- H. The Parties have negotiated upon the terms pursuant to which Project Proponent will purchase, and Bank Sponsor will sell CTS Credits and have reduced such terms to writing.

## **AGREEMENT**

**NOW, THEREFORE,** Project Proponent and Bank Sponsor agree as follows:

1. Project Proponent agrees to purchase from Bank Sponsor's Bank up to 8.38 acres of CTS Credits (with 1.00 CTS Credit equivalent to 1.00 acre) at a cost of \$290,000 (Two Hundred Ninety Thousand Dollars) per CTS Credit Acre at a total cost not to exceed \$2,412,800 (Two Million Four Hundred Twelve Thousand Eight Hundred Dollars). Bank Sponsor shall present an invoice to Project Proponent in the proper amount, and Project Proponent shall make payment to Bank Sponsor within thirty calendar days after receipt of invoice, at which point the sale of the CTS Credits will become final.
2. After receipt of payment, Bank Sponsor shall provide an executed "Bill of Sale" to Project Proponent in the form attached as Exhibit B and provide an executed "Payment Receipt" in the form attached as Exhibit C to the Approving Agencies, both to be provided within ten calendar days after Bank Sponsor receives payment.
3. Project Proponent shall have no obligation whatsoever by reason of the purchase of the CTS 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 CTS Credits sold or the Bank. Pursuant to the CBA for the Bank, Bank Sponsor shall monitor and make reports to the appropriate agency or agencies on the status of any Credits sold to Project Proponent. Bank Sponsor shall be fully and completely responsible for satisfying any and all conditions placed on the Bank or the compensatory CTS Credits by the Approving Agencies, including any further actions required by the Approving Agencies.
4. Bank Sponsor agrees not to enter into any agreement that would "over-sell" the interest in the Bank or diminish the number of CTS Credits allocated to Project Proponent under this Agreement.
5. The purchase of CTS Credits is not intended as a purchase or transfer to Project Proponent of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest of the foregoing.
6. The CTS Credits purchased shall be non-transferable and non-assignable and shall not be used as mitigation for any other project or purpose, except as set forth herein.
7. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the State of California's trial court located in Sonoma County, and the Bank Sponsor and Project Proponent consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.
8. Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on the Bank Sponsor or the Project Proponent hereto, may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage affixed thereto, and addressed as indicated below, and depositing said

envelope in the United States mail to:

**Project Proponent**

Kellen Johnston  
Environmental Specialist  
City of Santa Rosa  
69 Stony Circle  
Santa Rosa, CA 95401  
Phone: (707) 543-3947

**Bank Sponsor's Agent**

Harvey O. Rich  
Managing Member  
TRI Development Services, LLC  
336 Bon Air Center - #387  
Greenbrae, CA 94904  
Phone: (415) 706-2540

9. Project Proponent must exercise its right to purchase within ninety calendar days after the date of this Agreement. After the ninety-day period, this Agreement will be considered null and void.
10. This Agreement may be executed in multiple identical counterparts, each of which shall be deemed an original, and the counterpart signature pages may be detached and assembled to form a single original Agreement.

PURPOSELY LEFT BLANK

**BANK SPONSOR:**

**TRI DEVELOPMENT SERVICES, LLC**  
A California Limited Liability Company

*Signature of Authorized Person:*

By: \_\_\_\_\_

Print Name: Harvey O. Rich

Title: Managing Member

Taxpayer I.D. No. \_\_\_\_\_

**PROJECT PROPONENT:**

**CITY OF SANTA ROSA**  
a Municipal Corporation

By: \_\_\_\_\_

Name: Dan Hennessey

Title: Director of Transportation &  
Public Works

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney

Attachments: (to be provided by Bank(s))  
Exhibit A – Description of Project  
Exhibit B - Bill of Sale  
Exhibit C - Payment Receipt

## **Exhibit A**

### **PROJECT DESCRIPTION:**






- **PROJECT PROPONENT:** City of Santa Rosa, CA, a California Municipal Corporation
- **PROJECT NAME:** Lower Colgan Creek Restoration Project – Phase 3 & Neighborhood Park
- **PROJECT LOCATION:** Colgan Creek Flood Control Channel
- **ASSESSOR'S PARCEL NUMBERS:** 043-122-007, 043-122-017, 043-122-015, 043-135-002
- **SERVICE'S FILE NUMBER:** TBD
- **CORPS' FILE NUMBER:** SPN-2013-00218
- **RWQCB'S FILE NUMBERS:** WDID 1B25023WNSO
- **CDFW'S FILE NUMBER:** 2081-2024-055-03

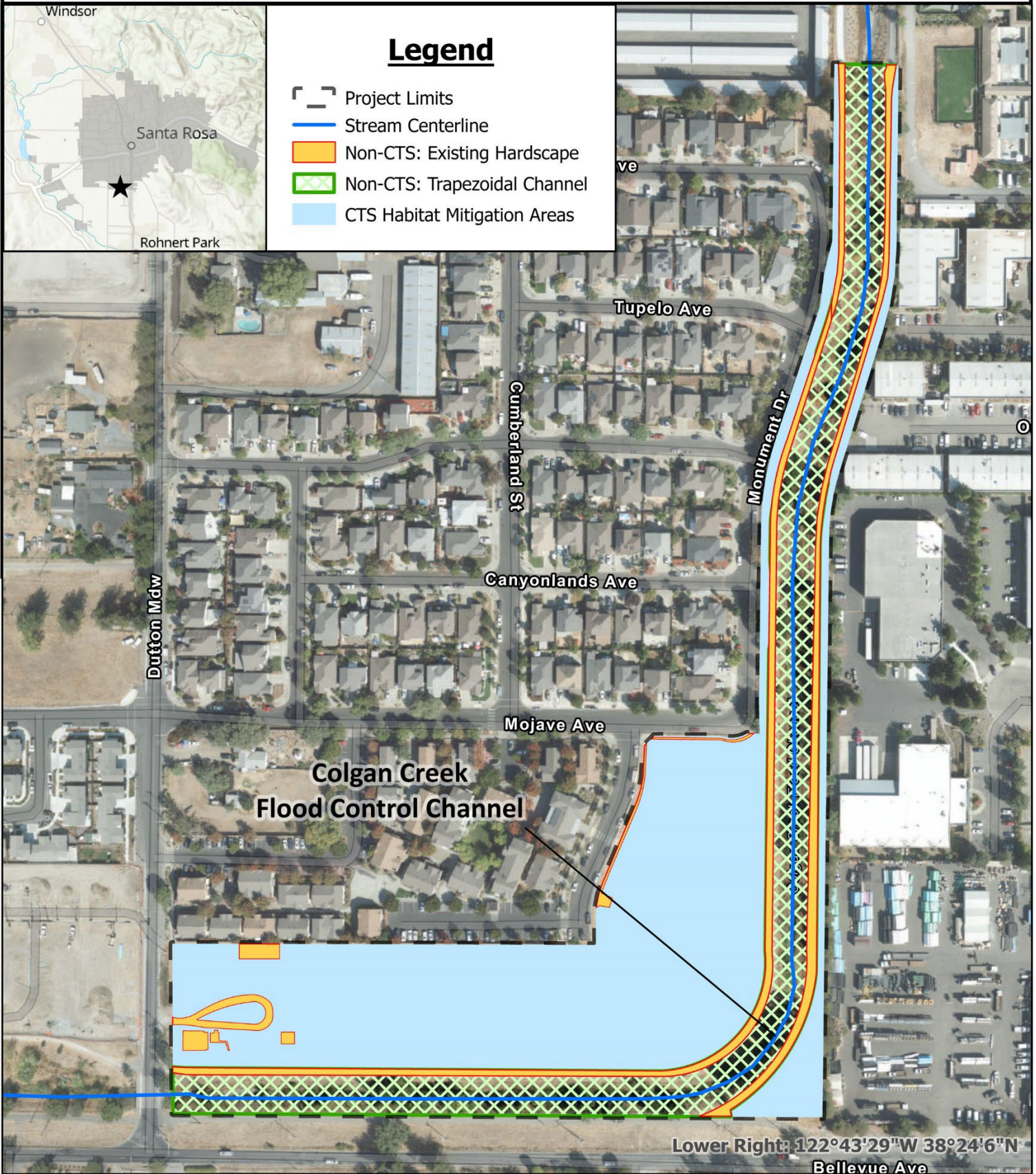


# CTS Credits for Lower Colgan Creek Restoration Project - Phase 3 & Neighborhood Park



## Legend

-  Project Limits
-  Stream Centerline
-  Non-CTS: Existing Hardscape
-  Non-CTS: Trapezoidal Channel
-  CTS Habitat Mitigation Areas



Datum: North American 1983  
 Map by: Kellen Johnston  
 Date Saved: 3/6/2025 2:42 PM  
 Default Folder: U:\Eng\AM\GIS\Projects\Colgan\_GPS\Colgan Environmental

0 125 250 500 Feet



## **Exhibit B**

### **Alton Preserve, LLC**

**336 Bon Air Center - Box 232, Greenbrae, CA 94904  
(415) 472-1086**

#### **BILL OF SALE**

**Buyer:** City of Santa Rosa, CA – Santa Rosa Water – Environmental Services – Storm Water & Creeks

**Type and Amount of Credits:** 8.38 Acres of CTS Credits

**Project Name:** Lower Colgan Creek Restoration Project – Phase 3 & Neighborhood Park

**Project Assessor's Parcel Numbers:** 043-122-007, 043-122-017, 043-122-015, 043-135-002 Contract Date:

**Service File Number:** TBD

**Army Corps Number:** SPN-2013-00218

**RWQCB Number:** WDID-1B25023WNSO

**CDFW:** 2081-2024-055-03

In consideration of \$2,412,800 (Two Million Four Hundred Twelve Thousand Eight Hundred Dollars), receipt of which is hereby acknowledged, Alton Preserve, LLC, a California Limited Liability Company, does hereby bargain, sell and transfer to City of Santa Rosa, a California Municipal Corporation, herein referred to as "Buyer," 8.38 acres of California tiger salamander credits ("CTS Credits") in the Alton Lane Conservation Bank and/or Alton South Conservation Bank, in Sonoma County, California, developed and approved by the U.S. Fish and Wildlife Service and the California Department of Fish and Wildlife.

Alton Preserve, LLC represents and warrants that it has good title to the CTS Credits, has good right to sell the same, and that they are free and clear of all claims, liens, or encumbrances.

Alton Preserve, LLC covenants and agrees with the Buyer to warrant and defend the sale of the CTS Credits herein before described against all and every person and persons whomsoever lawfully claiming or to claim the same.

DATED: \_\_\_\_\_

Alton Preserve, LLC  
A California Limited Liability Company

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By: Harvey O. Rich  
Its: Managing Member

## **Exhibit C**

**Alton Preserve, LLC**  
**336 Bon Air Center - Box 232**  
**Greenbrae, CA 94904**  
**(415) 472-1086**

### **PAYMENT RECIEPT**

**BANK:** Alton Lane Conservation Bank and/or Alton South Conservation Bank

**PAYMENT RECEIPT:** 8.38 acres of CTS credits

#### **PARTICIPANT INFORMATION:**

Name: City of Santa Rosa, a California Municipal Corporation  
Address: 69 Stony Circle, Santa Rosa, CA 95401  
Telephone: 707-543-3919  
Contacts: Steve Brady, Senior Environmental Specialist

#### **PROJECT INFORMATION:**

Project Description: Restoration of Lower Colgan Creek Phase 3 – and Neighborhood Park  
Army Corps File Number: SPN-2013-00218  
Service Number: TBD  
RWQCB Number: WDID 1B25023WNSO  
CDFW: 2081-2024-055-03  
Species/Habitat Affected: California tiger salamander  
Credits Purchased: 8.38 Acres of CTS Credits  
Payment Amount: \$2,412,800 (Two Million Four Hundred Twelve Thousand Eight Hundred Dollars)  
Project Location: Colgan Creek between Boron Avenue and Dutton Meadow, Santa Rosa, CA 95407  
County: Sonoma County  
Assessor's Parcel Numbers: 043-122-007, 043-122-017, 043-122-015, 043-135-002

#### **PAYMENT INFORMATION:**

Payee: Alton Preserve, LLC, a California Limited Liability Company  
Payor: City of Santa Rosa, a California Municipal Corporation  
Amount: \$2,412,800 (Two Million Four Hundred Twelve Thousand Eight Hundred Dollars)  
Method of Payment: Check in Exchange for Bill of Sale and Payment Receipt

#### **RECEIVED:**

Alton Preserve, LLC,  
A California Limited Liability Company

By: \_\_\_\_\_  
Harvey O. Rich  
Its: Managing Member

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