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 Alton South Conservation Bank and Alton North 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 3.78 acres of CTS Credits for the Llano Road Trunk Rehabilitation Project 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 3.78 acres of CTS Credits as mitigation for the Project.

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 3.78 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 $1,096,200 (One Million Ninety-Six Thousand Two 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	**Bank Sponsor's Agent**
Richela Maeda Associate Civil Engineer City of Santa Rosa 69 Stony Circle Santa Rosa, CA 95401 Phone: (707) 543-3821	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 4/7/25

Title: Managing Member

Taxpayer I.D. No. _____

FED: 261403196
STATE: 202731710147

PROJECT PROPONENT:

CITY OF SANTA ROSA
a Municipal Corporation

By: _____

Name: Daniel Hennessey

Title: Director of Transportation and Public Works

APPROVED AS TO FORM:

_____
Office of the City Attorney

Attachments: (to be provided by Bank(s))
Attachment 1 – Description of Project
Exhibit A - Bill of Sale
Exhibit B - Payment Receipt

APPROVED BY

SERVICE:

This Agreement fulfills (number) acre of California Tiger Salamander mitigation requirement, as specified under Service File No.: _____.

UNITED STATES DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE

By: _____

Title: _____

Dated: _____

Exhibit A

PROJECT DESCRIPTION:

- **PROJECT PROPONENT:** City of Santa Rosa, CA, a California Municipal Corporation
- **PROJECT NAME:** Llano Road Trunk Rehabilitation
- **PROJECT LOCATION:** Llano Road near Todd Road and Meadow Lane, Santa Rosa, CA 95407
- **ASSESSOR'S PARCEL NUMBERS:** 063-180-046, 063-180-045, 063-180-040, 063-180-036, 063-180-033, 063-180-001, 060-060-030, 060-060-053, 060-060-051, 063-180-025, 062-240-025
- **SERVICE'S FILE NUMBER:** TBD
- **CORPS' FILE NUMBER:** SPN-2024-00295
- **CDFW'S FILE NUMBER:** 2081-2024-049-03

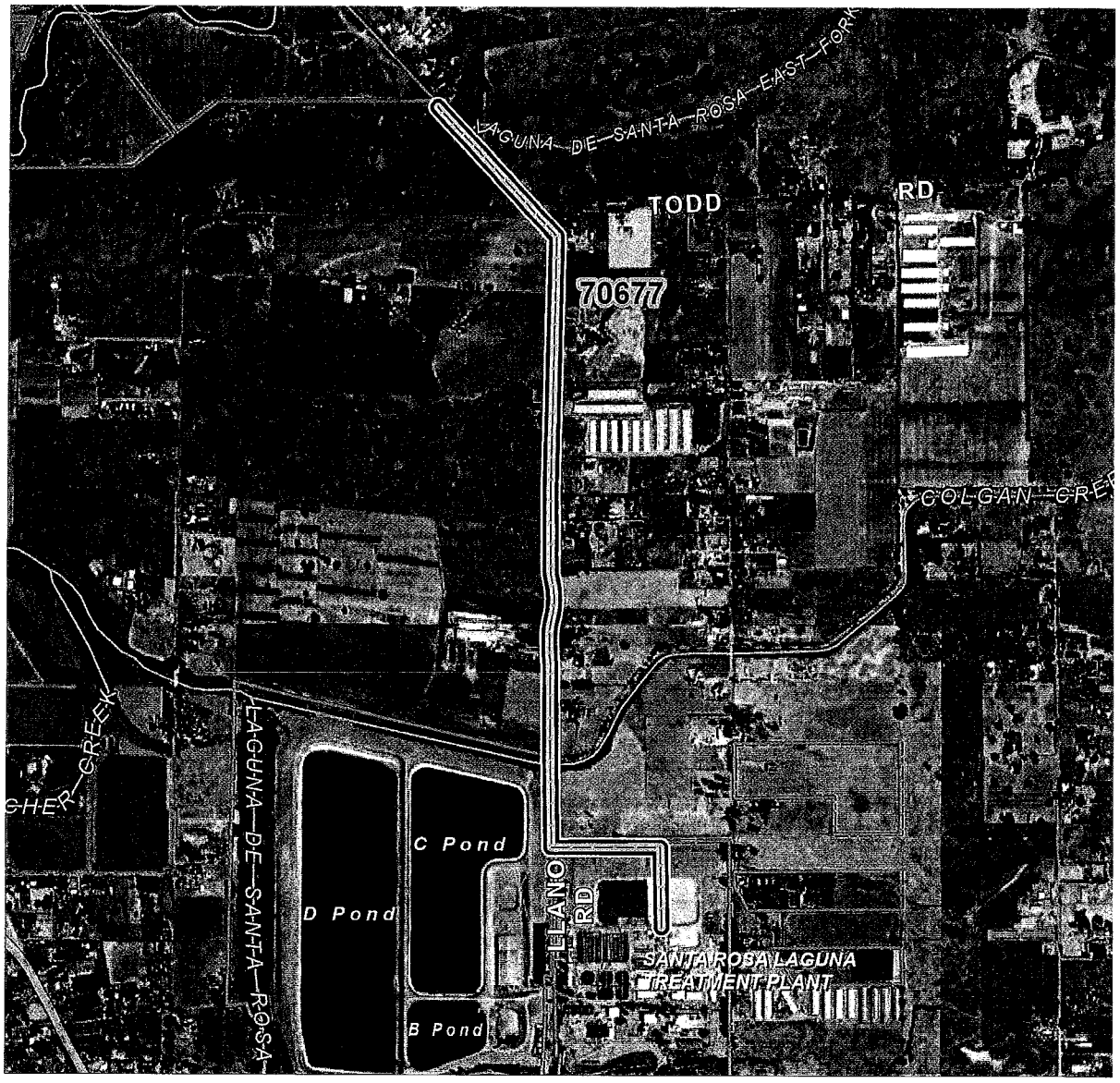
LAGUNA DE SANTA ROSA EAST FORK
TODD
RD
70677
COLGAN CREEK
LAGUNA DE SANTA ROSA
C Pond
D Pond
B Pond
LLANO
RD
SANTA ROSA LAGUNA
TREATMENT PLANT

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 – Transportation and Public Works

Type and Amount of Credits: 3.78 Acres of CTS Credits

Project Name: Llano Road Trunk Rehabilitation

Project Assessor's Parcel Numbers: 063-180-046, 063-180-045, 063-180-040, 063-180-036, 063-180-033, 063-180-001, 060-060-030, 060-060-053, 060-060-051, 063-180-025, 062-240-025

Contract Date: TBD

Service File Number: TBD

Army Corps Number: SPN-2024-00295

CDFW: 2081-2024-049-03

In consideration of $1,096,200 (One Million Ninety-Six Thousand Two 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," 3.78 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

_____

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: 3.78 acres of CTS credits

PARTICIPANT INFORMATION:
Name: City of Santa Rosa, a California Municipal Corporation
Address: 69 Stony Circle, Santa Rosa, CA 95401
Telephone: 707-543-3821
Contacts: Richela Maeda, Associate Civil Engineer

PROJECT INFORMATION:
Project Description: Llano Road Trunk Rehabilitation

Army Corps File Number: SPN-2024-00295

Service Number: TBD

CDFW: 2081-2024-049-03

Species/Habitat Affected: California tiger salamander

Credits Purchased: 3.78 Acres of CTS Credits

Payment Amount: $1,096,200 (One Million Ninety-Six Thousand Two Hundred Dollars)

Project Location: Llano Road near Todd Road and Meadow Lane, Santa Rosa, CA 95407

County: Sonoma County

Assessor's Parcel Numbers: 063-180-046, 063-180-045, 063-180-040, 063-180-036, 063-180-033, 063-180-001, 060-060-030, 060-060-053, 060-060-051, 063-180-025, 062-240-025

PAYMENT INFORMATION:
Payee: Alton Preserve, LLC, a California Limited Liability Company

Payor: City of Santa Rosa, a California Municipal Corporation

Amount: $1,096,200 (One Million Ninety-Six Thousand Two 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: _____