



MEMORANDUM

"Byron C.E."

Date: April 10, 2000
To: Regional Manager
Central Coast Region
California Department of Fish and Game
P.O. Box 47
Yountville, CA 94599
Attn: Carl Wilcox, Environmental Program Manager

REC'D
APR 10 2000
REAL ESTATE SERVICES DIVISION
DEPARTMENT OF FISH AND GAME

From: Department of General Services – Real Estate Services Division
Asset Planning and Enhancement Branch
1102 Q Street, Suite 6000, Sacramento, CA 95814-6280

Subject: BYRON CONSERVATION BANK (1802-1999-035-3) SALE OF CONSERVATION CREDITS

Pursuant to the Byron Conservation Bank Implementation Agreement dated February 9, 2000, enclosed is a "Conservation Credit Purchase Acknowledgment" reporting a pending sale of 58.5 credits for burrowing owls at the Byron Conservation Bank. Please provide the necessary notification to the purchaser of your acceptance of these credits to meet Department of Fish and Game mitigation requirements on the purchaser's project.

Please provide a copy of your notification to my attention. Thank you.

LARRY M. BUCZYK, Senior Real Estate
Asset Planning and Enhancement Branch

LMB:ts:Larry4-10-00ToWilcox.doc

cc: Agnews Team
Scott Wilson, California Department of Fish and Game
Juliet Virtue, General Counsel, California Department of Fish and Game ✓

CONSERVATION CREDIT PURCHASE ACKNOWLEDGMENT

The undersigned Seller, Department of General Services, hereby acknowledges that it has entered into an Agreement to sell and convey to the City of Santa Clara, fifty-eight and one-half (58.5) Burrowing Owl Conservation Credits from the Byron Conservation Bank. All terms of this conveyance shall be governed by the provision of the Conservation Credit Purchase Agreement between Purchaser and the undersigned dated April 7, 2000.

SELLER:

DEPARTMENT OF GENERAL SERVICES

By: 

Name: J. Frank Davidson

Its: Asst. Chief Asset Planning and Enhancement

PURCHASER:

By: City of Santa Clara

Name: Ron Garratt

Its: Asst. City Manager

Dated: April 7, 2000

**BYRON CONSERVATION BANK
CONSERVATION CREDIT PURCHASE AGREEMENT**

RECITALS

This Agreement is made and entered into the 7th day of March, 2000 (Effective Date) between the State of California, Department of General Services (DGS), SELLER, and City of Santa Clara, a chartered municipal corporation (CITY), PURCHASER, for the sale and purchase of Conservation Credits held at the Byron Conservation Bank.

Whereas, The State of California, through the Department of General Services (DGS), is the owner/administrator of the Byron Conservation Bank (Conservation Bank) located in the northeastern corner of Alameda County, near the town of Byron (depicted on attached Exhibit A). The Conservation Bank was established to provide for mitigation of adverse impacts to habitat of various wildlife species affected by State construction projects within the Credit Area: and.

Whereas, the Conservation Bank has been authorized by the California Department of Fish and Game (CDFG) pursuant to the Byron Conservation Bank Implementation Agreement, dated February 9, 2000 (#1802-1999-035-3), and has received approval of CDFG to operate as a Conservation Bank with habitat credits available for sale for the special status species identified below, with available conservation credits on a basis of a 1 acre = 1 unit of conservation credit. A maximum total of 139.2 credits are designated below in the Conservation Bank:

Western Burrowing Owl	(<i>Speotyto cuniculara</i>)	132.2	credits
California Tiger Salamander	(<i>Ambystoma californiense</i>)	136.9	credits
California Red legged frog	(<i>Rana aurora draytonii</i>)	63.4	credits
Western Pond Turtle	(<i>Clemmys marmorata</i>)	139.2	credits
San Joaquin Kit Fox	(<i>Vulpes macrotis mutica</i>)	132.2	credits

And, Whereas, DGS has determined that excess credits will be available at the Conservation Bank and intends to offer credits for sale to purchasers selected by DGS as providing the greatest benefit to the State of California: and

Whereas, the Project Proponent (Purchaser) is seeking to implement the project described on Exhibit B, attached hereto (Project), which would unavoidably and adversely impact habitat thereon, and seeks to compensate for the loss of habitat by purchasing habitat conservation credits from the Conservation Bank: and

Whereas, the Proponent's proposed project has been authorized by CDFG under Mitigation Agreement (or Permit) Number 1802 -1999-024-3;

Now therefore, the parties agree to arrange for the sale and purchase of Conservation Credits under the terms and conditions set forth herein.

TERMS AND CONDITIONS

Credits to be sold

1. DGS agrees to sell to the City of Santa Clara 58.5 units of mitigation credits for the Western Burrowing Owl which is known to occur at the Byron Conservation Bank. Each credit shall equate to one acre of habitat as approved and accepted by CDFG.

Consideration/Sales Price

2. The purchase price shall be based on the amount of \$8.000 per credit unit. The total purchase price to be paid by Purchaser to DGS (excluding other fees herein described) is \$468,000. To accommodate payment of funds, DGS has established an escrow account (#508683) with First American Title Guaranty Company, 1737 North First Street, San Jose, CA 95112 - Attn: Susan Melton. Payment by Purchaser herein above shall be made by check, draft or money order payable to FIRST AMERICAN TITLE COMPANY and sent overnight mail or by courier to the Escrow Holder at the above address, accompanied by a transmittal letter with special instructions to the Escrow Holder to deposit the funds into the Exchange Holdback Account Number 508683, without demand, on behalf of the **State of California, Department of General Services.**

Alternately, funds herein above maybe transferred to the Escrow Holder for the benefit of DGS via electronic (wire) transfer in accordance with Wiring Instructions as shown on attached Exhibit C.

Purchaser shall provide to DGS a copy of transmittal documents showing the submittal of payment to the Escrow Holder.

3. Purchaser agrees to pay an additional sum (endowment fund) to be used for the maintenance and management of the Conservation Bank. This payment shall be \$1,000 per credit unit purchased. A total payment for the endowment fund shall be \$58,500 and shall be made by check, draft or money order payable to the STATE OF CALIFORNIA. **DEPARTMENT OF FISH AND GAME.** Purchaser shall transmit this payment to DGS at the address provided herein below.

Satisfaction of CDFG Mitigation

4. (a) Within 10 days after the effective date of this Agreement DGS shall notify CDFG of a pending sale to the CITY and shall arrange for a letter notification from CDFG to the CITY indicating the acceptability or non-acceptability of the Conservation Credits as mitigation to comply with CDFG requirements imposed or to be imposed on CITY's project(s). Said notification letter shall also address, if appropriate, the disposition of any deposits made by the CITY under its Mitigation Agreement with CDFG.

(b) The Parties agree that consideration to be paid in clauses 2 and 3 of this Agreement shall be made within 15 days after CITY's receipt of an acceptable notification by CDFG as provided herein above. CITY retains the right to cancel this Agreement if the notification is unacceptable and shall, within the 15 days after receipt of the unacceptable CDFG notification, provide a written request to DGS to terminate this Agreement.

(c) The satisfaction of CDFG mitigation for the CITY's project and the consummation of this sale is conditional upon CDFG's written acceptance of the transfer of control and possession of the property from DGS, which may or may not have been received as of the effective date of this agreement.

Notices

5. Unless otherwise provided herein, all notices or other communications required or permitted hereunder including transmittal of payments shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below, or sent by electronic facsimile, where available and appropriate, to the facsimile numbers set forth below. All such notices or other communications shall be deemed received upon the earlier of (i) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (ii) if mailed

as provided above, on the date of receipt or rejection, or (iii) if given by electronic facsimile, when received by the other party if received Monday through Friday between 9:00 am and 5:00 p.m. so long as such day is not a state or federal holiday and otherwise on the next day provided that if the next day is a Saturday, Sunday, or a state or federal holiday, such notice shall be effective on the following business day.

TO DGS:

State of California
Department of General Services
Real Estate Services Division
1102 Q Street, Suite 6000
Sacramento, California 95814-6511

Attention: Larry M. Buczyk
Telephone: (916) 323-5528
Telefacsimile: (916) 327-9654

TO THE CITY:

City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Attention: Ron Garratt
Assistant City Manager
Telephone: (408) - 615-2212
Telefacsimile: (408) - 241-6771

Representations

6. This transaction involves the sale and conveyance of Conservation Credits only, from the property designated as the Byron Conservation Bank. The sale does not include any real property rights and the State of California shall retain ownership and fee title in the property.

Effective Date

7. This Agreement shall commence on the herein effective date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as to the date herein above set forth.

SELLER:

PURCHASER:

**STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES**

Jennifer Sparacino
**CITY OF SANTA CLARA, a
chartered municipal corporation**

By: *J. Frank Davidson*
: J. Frank Davidson
Assistant Chief, Real Estate Services Division
Asset Planning and Enhancement Branch

By JENNIFER SPARACINO
TITLE: City Manager

Approved as to form:

Approved as to form:

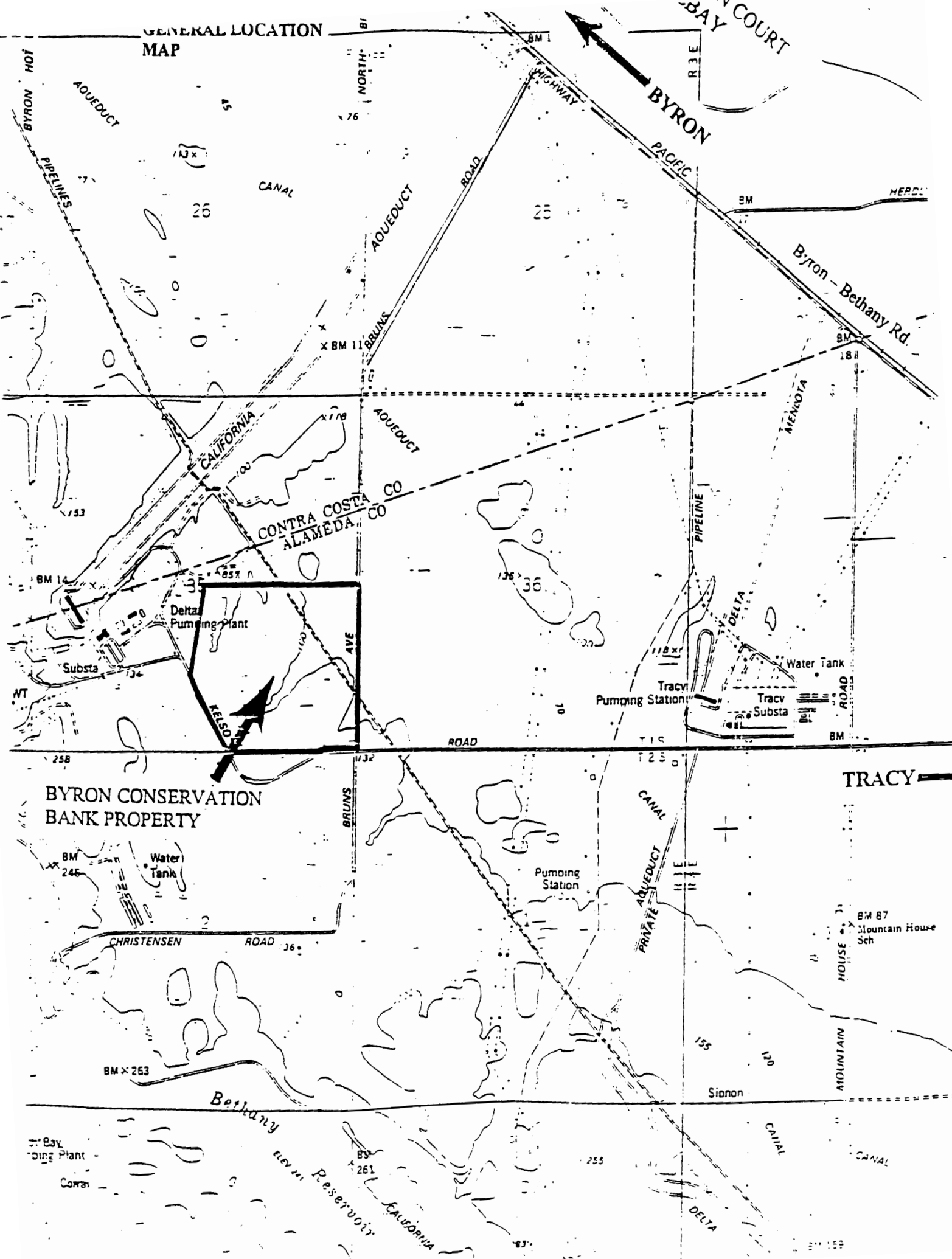
BY: *Ron Small*

BY: *Michael R. Downey*
MICHAEL R. DOWNEY
City Attorney

ATTEST:

J. E. Boccignone
J. E. BOCCIGNONE
City Clerk

GENERAL LOCATION
MAP



BYRON CONSERVATION
BANK PROPERTY

TRACY

Bethany Reservoir

BM x 263

BM 87
Mountain House
Sch

CHRISTENSEN ROAD 36

Pumping Station

PRIVATE
AQUEDUCT

Signon

MOUNTAIN
HOUSE

Delta
Pumping Plant

Tracy
Pumping Station

Water Tank

Tracy
Substa

Substa

WT

Byron - Bethany Rd.

BYRON

BAY COURT

CONTRA COSTA CO
ALAMEDA CO

CALIFORNIA

AQUEDUCT

AQUEDUCT

BRUNS
AVE

PIPELINE

DELTA

DELTA

CANAL

CANAL

AQUEDUCT

PIPELINES

CANAL

ROAD

HIGHWAY

PACIFIC

HERD

258

26

25

BM 11

BM 1

BM

BM

BM

BM 14

BM 13

ROAD

T 15

T 25

BM x 263

BM 261

255

155

170

BM 159

DRAFT
ENVIRONMENTAL IMPACT REPORT

BAYSHORE NORTH
REDEVELOPMENT PROJECTS

CITY OF SANTA CLARA

VOLUME I
EIR TEXT

MAY 1998

REVISED
Z.1631
EIR

RECEIVED
JUN 1 1998

PLANNING DEPT.

I. DESCRIPTION OF PROPOSED PROJECT

A. OVERVIEW OF THE PROPOSED PROJECT

The project proposes development of eight parcels with hotel, office/R&D, soccer field complex, support parking, and golf course uses within the existing Bayshore North Redevelopment Area. An electrical substation is also proposed adjacent to the southeasterly boundary of the Bayshore North Redevelopment Area. The proposed projects support the continued implementation of the Bayshore North Redevelopment Plan.

The Bayshore North Redevelopment Plan was developed in 1973 to encompass an area of approximately 1,200 acres, in northerly area of the City of Santa Clara. The Redevelopment Plan provides for various redevelopment activities that expedite the orderly development of land uses designated in the Santa Clara General Plan. The redevelopment activities consist of removal of economic and physical blight, elimination of impediments to development such as awkward or cumbersome parcelization, provision of costly infrastructure improvements that would be too burdensome for individual property owners, and marketing to draw development into the area. The Redevelopment Plan was intended to provide needed infrastructure improvements to facilitate private redevelopment and enhance the generation of tax increment revenue, thereby achieving the interrelated goals of Project Area blight elimination and regional economic development.

This subsequent Environmental Impact Report (EIR) has been prepared to examine the effects of the proposed projects within the Redevelopment Area because substantial changes have occurred since certification of the original Bayshore North Final EIR prepared in 1973, including:

1. Completion of an updated City of Santa Clara General Plan, entitled "City of Santa Clara General Plan 1990-2005";
2. Completion of major transportation improvements serving the area, including upgrades to State Route 237, the Santa Clara County Light Rail System; and completion of the local street system within the Project Area;
3. Implementation of new laws and regulations;
4. Substantial development in the area including the Great America Theme Park, the Santa Clara Convention Center, and construction of other industrial, commercial and hotel uses; and
5. Preparation of various subsequent EIRs for specific projects.

B. PROJECT LOCATION

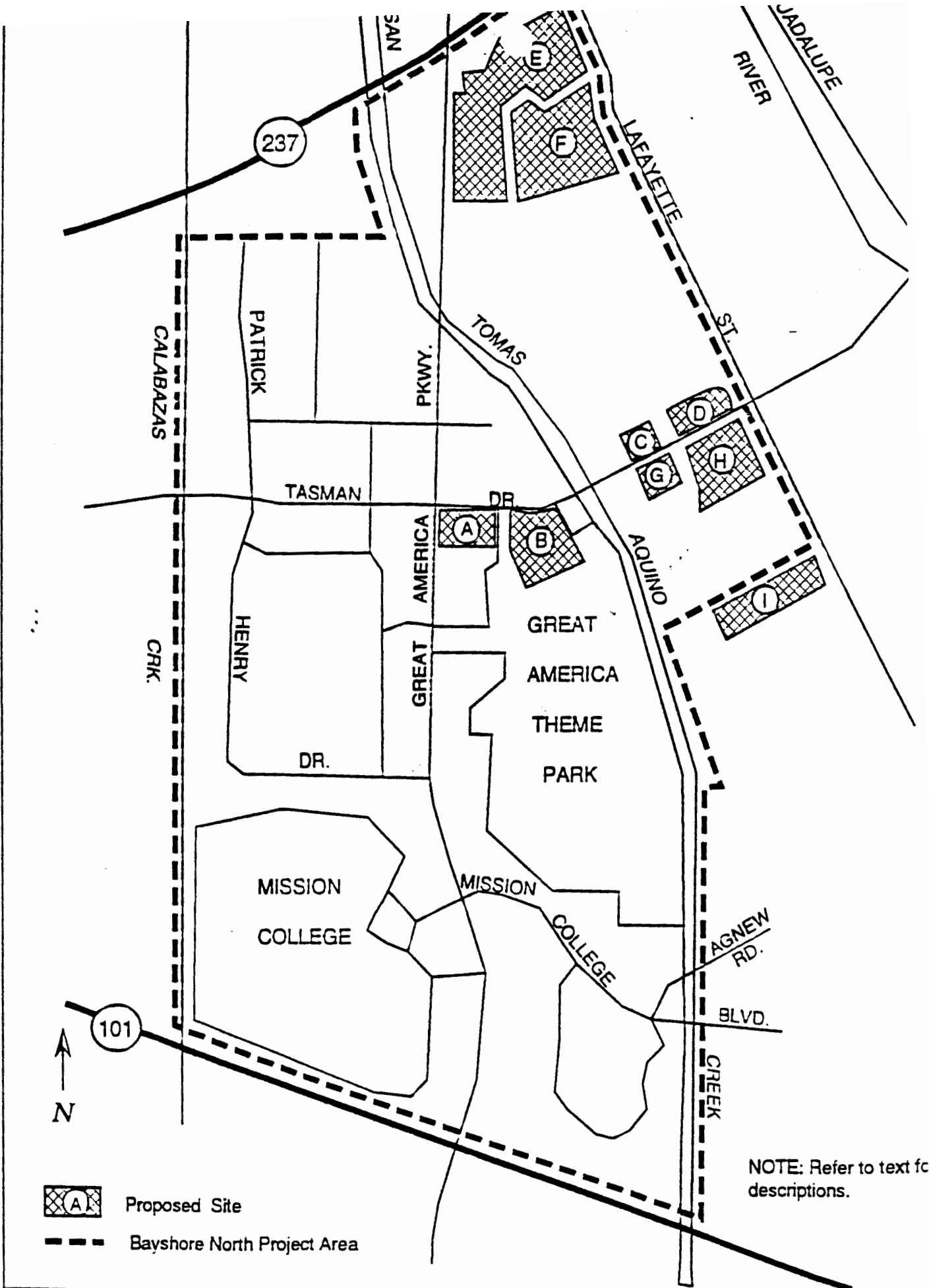
The project site is located within the corporate boundaries of the City of Santa Clara, generally bounded by State Highway 237 to the north, Lafayette Street to the east, Bayshore Highway (U.S. 101) to the south and Calabazas Creek to the west (see Figures 1 and 2).

C. PROJECT DESCRIPTION

The proposed project includes the development and redevelopment of eight parcels within the Redevelopment Project area, and one parcel adjacent to the Redevelopment Project Area which support the continued implementation of the previously approved Bayshore North Redevelopment Plan. For the purpose of clarity each of the projects will be referred to "Project A", "Project B" etc., in this EIR. The location of Projects A through I are shown in Figure 3. These projects include:

- A. Construction of a 300 room full service hotel and 80,000 square feet of office space on 7 acres at the southeast corner of Great America Parkway and Tasman Drive. A specific project is proposed for this site. A site plan and elevation for the proposed 280 room, eight story hotel is provided on Figures 4 and 5;
- B. Increased sharing of parking by both the Convention Center and Great America Theme Park necessitates eventual construction of a multi-level parking structure of up to 5000 parking spaces located on 10 acres located on the south side of Tasman Drive, opposite the Convention Center. An overhead pedestrian bridge would connect the Convention Center with the parking structure.
- C. Construction of a 150 room mid-rise limited service hotel with commercial uses on 2.5 acres located on the northwest corner of Tasman Drive and Centennial Drive;
- D. Construction of 60,000 square feet of office development, and related parking on 4.4 acres at the northeast corner of Tasman Drive and Centennial Drive;
- E. Construction of approximately 875,000 square feet of research and development and/or uses in up to six story buildings on 42.03 acres generally located southeast of the SR 237/Great America Parkway interchange near Yerba Buena. A specific project is proposed for this site. A preliminary site plan is provided on Figure 6;
- F. Relocation of Holes 3 and 4 of the Santa Clara Golf Course to 35 acres on the closed All Purpose Landfill to accommodate "Project E" referenced above;
- G. Development of overflow parking spaces for the Great America Theme Park on 3.2 acres located at the southwesterly corner of Tasman Drive and Centennial Drive;
- H. Construction of three soccer fields and supporting parking, lockers, and concessions on approximately 11.1 acres located at the southeasterly corner of Tasman Drive and Centennial Drive;
- I. Construction of the City's Northside Receiving Station, an electrical substation, on 12.3 acres located on the westerly side of Lafayette Street southerly of Tasman Drive to support existing and future development in the Bayshore North Redevelopment Plan Area. A specific project is proposed for this site. A Site Plan is provided on Figure 7.

Financing for implementation of the Bayshore North Redevelopment Plan will continue to be derived from several sources. Individual developers would be responsible for the normal costs of on- and off-site improvements, either by direct contributions or through payment to assessment districts.



NOTE: Refer to text for descriptions.

PROJECT SITE MAP

FIGURE 3