



MEMORANDUM

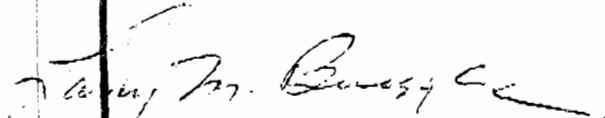
Date: May 11, 2000  
To: Regional Manager  
Central Coast Region  
California Department of Fish and Game  
P.O. Box 47  
Yountville, CA 94599  
Attn: Carl Wilcox, Environmental Program Manager

RECEIVED  
MAY 15 2000  
LEGAL AFFAIRS 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 95814-8280

Subject: SALE OF CREDITS AT BYRON CONSERVATION BANK

Please be advised that the Department of General Services (DGS) has completed its sale of 58.5 credit units for Burrowing Owls at the Byron Conservation Bank to the City of Santa Clara. All funds required under the Sales Agreement, including the required endowment payment have been provided by the City. DGS will make the appropriate entry in the record database.

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

LMB:ts:\Buczyk\Larry5-11-00toWilcox.doc

cc: Ron Garratt, City of Santa Clara  
Juliet Virtue, General Counsel, California Department of Fish and Game ✓



# MEMORANDUM

**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

FISH & GAME  
APR 14 2000  
YOUNTVILLE

**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

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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 7<sup>th</sup> day of April, 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>Spcootyto 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*

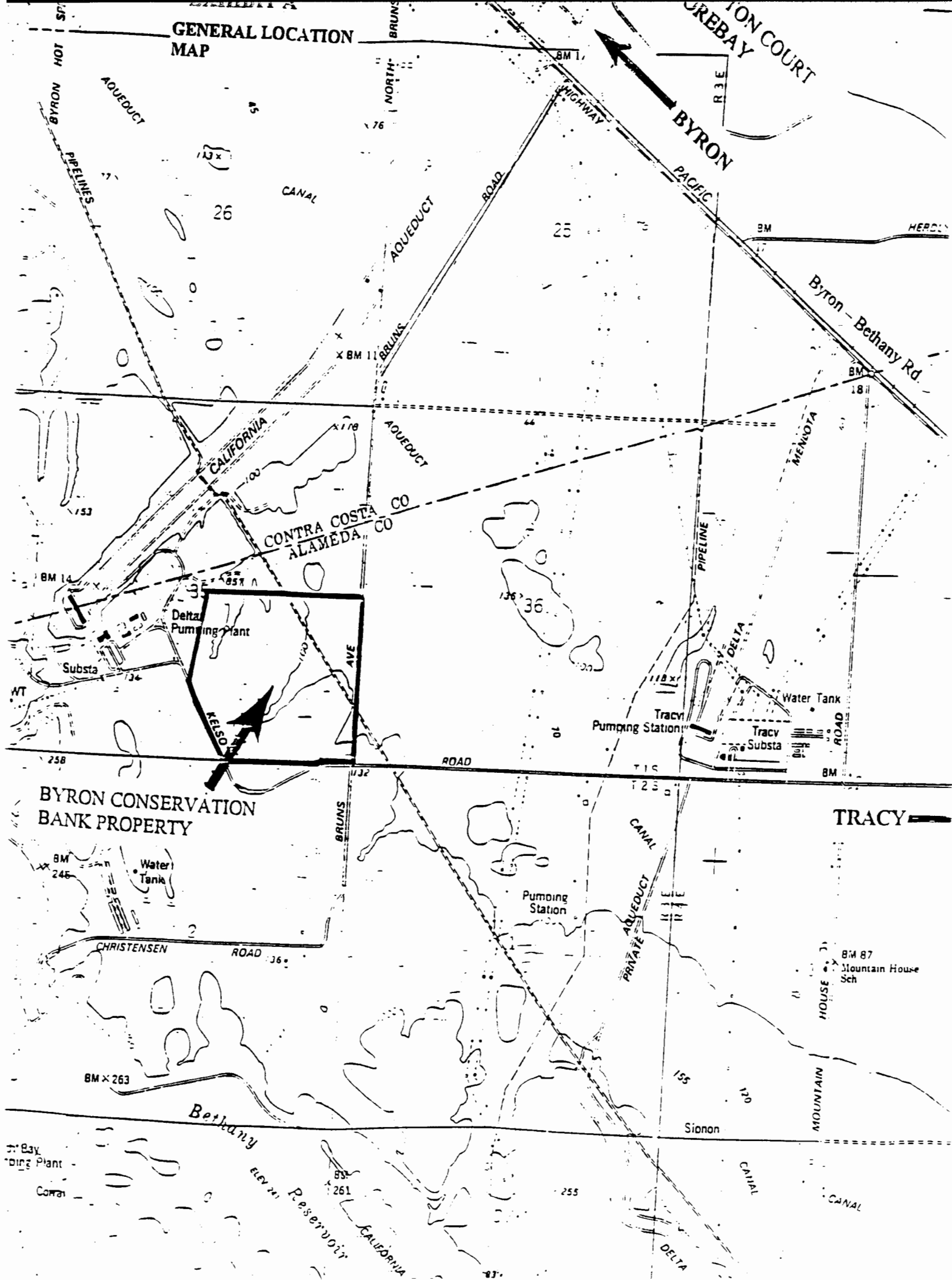
BY: *Michael R. Downey*  
MICHAEL R. DOWNEY  
City Attorney

ATTEST:

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



GENERAL LOCATION MAP



BYRON CONSERVATION BANK PROPERTY

TRACY

Bethany Reservoir

BM 87 Mountain House Sch

Bay Pumping Plant

Sionon

MOUNTAIN HOUSE ROAD

CALIFORNIA

CANAL

CANAL

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**

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## **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**

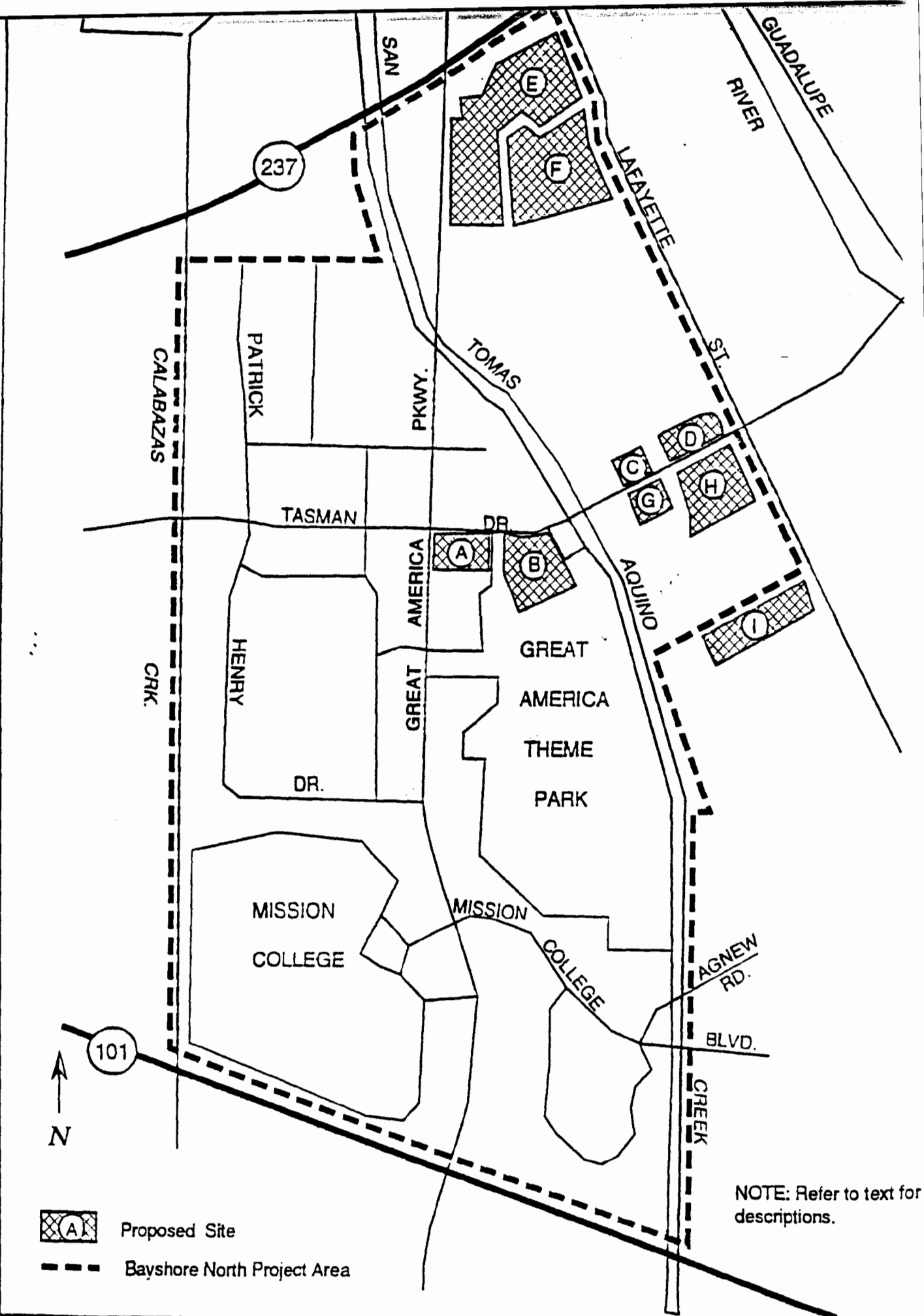
The project site is located within the corporate boundaries of the City of Santa Clara, generally bounded by State Highway 237 to the north, Lafayette Street to the east, Bayshore Highway (U.S. 101) to the south and Calabazas Creek to the west (see Figures 1 and 2).

## 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 A 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 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.



Proposed Site



Bayshore North Project Area

NOTE: Refer to text for descriptions.

PROJECT SITE MAP

FIGURE 3



# MEMORANDUM

**Date:** May 4, 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

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

**Subject:** SUBMITTAL OF ENDOWMENT PAYMENT FOR OWL MITIGATION CREDITS  
RESERVED AT BYRON CONSERVATION BANK

Enclosed for your handling is a \$10,500 check representing payment by the Agnews Developmental Center (ADC) for the Byron Conservation Bank management and maintenance endowment fund as required in the Letter Agreement dated 3/13/2000 addressing owl mitigation requirements for development at the Agnews Developmental Center, East Campus.

Pursuant to the Agreement, the Department of General Services (DGS) has reserved or retired 10.5 credits for Burrowing Owls at the Byron Conservation Bank (Tracking No. 1802-1999-035-3) for the referenced ADC project at Agnews. Usually we have been delivering the Byron endowment checks to Juliet Virtue of your Sacramento Legal office, but since this was an internal transaction (not a sale) with another State agency and no tracking numbers were provided, we decided to submit the payment to your attention. Please call me at (916) 323-5528 if you have any questions.

A handwritten signature in cursive script that reads 'Larry M. Buczyk'. The signature is written in black ink and is positioned above the typed name.

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

LMB:ts:P:\Buczyk\Larry5-4-00ToWilcox.doc

cc: Agnews Team  
Scott Wilson, Department of Fish and Game ✓  
Gary Withrow, Department of Developmental Services



**REAL ESTATE SERVICES DIVISION**  
**Asset Planning and Enhancement Branch**

1102 Q Street, Suite 6000 • Sacramento, California 95814-6511(916) 323-6565

April 20, 2000

Mr. Ronald Garratt  
Assistant City Manager  
City of Santa Clara  
1500 Warburton Ave.  
Santa Clara, CA 95050

APR 24 2000

Dear Ron:

I received a copy of Fish and Game's notice to you (dated April 11, 2000) of their acceptance of Byron conservation credits to comply with your mitigation agreement. The internal transfer of the Byron property from General Services to Fish and Game is proceeding and is only a formality at this point. Fish and Game has given me authorization to conclude our sale at this time without their formal acceptance of the transfer.

Please prepare escrow instructions and arrange for the deposit of \$468,000 into escrow on behalf of the State of California, Department of General Services pursuant to the conditions in the Conservation Credit Purchase Agreement, dated April 7, 2000.

Additionally, please provide your payment to the Department of Fish and Game of \$58,500 for the maintenance and management endowment fund. Please note on your invoice or transmittal the purpose of the check and refer to the Byron tracking number #1802-1999-035-3. To assure prompt handling, please forward payment directly to my attention.

Thank you for your co-operation. Please call me at (916) 323-5528 if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Larry M. Buczyk".

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

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cc: Agnews Team  
Scott Wilson, Department of Fish and Game ✓  
Susan Melton, First American Title (Escrow # 508683)



# MEMORANDUM

file  
MOT

**Date:** June 25, 2001

**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

**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 13.0 credits for burrowing owls at the Byron Conservation Bank. Please provide the necessary notification to the purchaser (West Valley – Mission Community College District c/o Daniel Gonzales, Bryant, Clohan, Eller, Maines & Baruh, 303 Almaden Blvd, 5<sup>th</sup> Floor, San Jose, CA 95110-2721) of your acceptance of these credits to meet Department of Fish and Game mitigation requirements on the purchaser's project (1802-2000-020-3).

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

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

LMB:ts:P:\Buczyk\Larry6-25-01 to Wilcox re Byron Conservation Bank.doc

cc: Agnews Team  
Scott Wilson, Department of Fish and Game  
Juliette Virtue, Department of Fish and Game

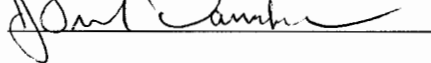


**CONSERVATION CREDIT PURCHASE ACKNOWLEDGMENT**

The undersigned Seller, Department of General Services, hereby acknowledges that it has entered into an Agreement to sell and convey to the West Valley – Mission Community College District (Mission College), thirteen (13.0) 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 , June 22, 2001.

SELLER:

DEPARTMENT OF GENERAL SERVICES

By: 

Name: J. Frank Davidson

Its: Asst. Chief of Asset Planning and Enhancement

PURCHASER:

WEST VALLEY – MISSION COMMUNITY COLLEGE DISTRICT

By: Steve Kinsella

Its: Vice Chancellor



MEMORANDUM

Byron

1802-1999-035-3

Byron Conservation Bank

**Date:** November 21, 2000

**To:** Regional Manager  
Central Coast Region  
California Department of Fish and Game  
P.O. Box 47  
Yountville, CA 94599  
7329 Silverado Trail  
Napa, CA 94558  
Attn: Carl Wilcox, Environmental Program Manager

**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 9.25 credits for burrowing owls at the Byron Conservation Bank. Please provide the necessary notification to the purchaser (Santa Clara University) of your acceptance of these credits to meet Department of Fish and Game mitigation requirements on the purchaser's project. **The University has requested that your notification be sent or faxed to them before the end of this month** to meet conditions of their letter of credit on the project. Please send your response to:

Mr. Joe Sugg, Director of Facilities  
Santa Clara University  
500 El Camino Real  
Santa Clara, CA 95053  
Fax: (408) 554-4734

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

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

LMB:ts:Larry11-21-00toWilcox.doc

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

**BYRON CONSERVATION BANK  
CONSERVATION CREDIT PURCHASE AGREEMENT**

**RECITALS**

This Agreement is made and entered into the 21<sup>st</sup> day of November, 2000 (Effective Date) between the State of California, Department of General Services (DGS), SELLER, and Santa Clara University (UNIVERSITY), 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> )	132.3	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> )	139.2	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 1802-1999-007-3;

*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 UNIVERSITY 9.25 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 \$74,000. 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 \$9,250 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 UNIVERSITY and shall arrange for a letter notification from CDFG to the UNIVERSITY indicating the acceptability or non-acceptability of the Conservation Credits as mitigation to comply with CDFG requirements imposed or to be imposed on UNIVERSITY's project(s). Said notification letter shall also address, if appropriate, the disposition of any deposits made by the UNIVERSITY 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 UNIVERSITY's receipt of an acceptable notification by CDFG as provided herein above. UNIVERSITY 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 UNIVERSITY'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) 322-7238

TO THE UNIVERSITY:  
Santa Clara University  
500 El Camino Real  
Santa Clara, CA 95053

Attention: Joe Sugg  
Director of Facilities  
Telephone: (408) – 554-4607  
Telefacsimile: (408) – 554-4734

#### 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.

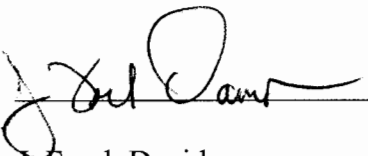
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as to the date herein above set forth.

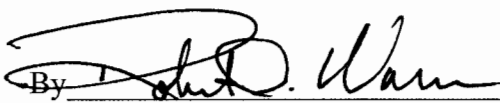
**SELLER:**

**PURCHASER:**

**STATE OF CALIFORNIA  
DEPARTMENT OF GENERAL SERVICES**

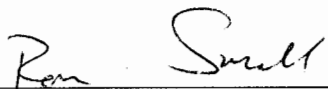
**SANTA CLARA UNIVERSITY**

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

By:  \_\_\_\_\_  
TITLE: Assistant VP  
Administration & Finance

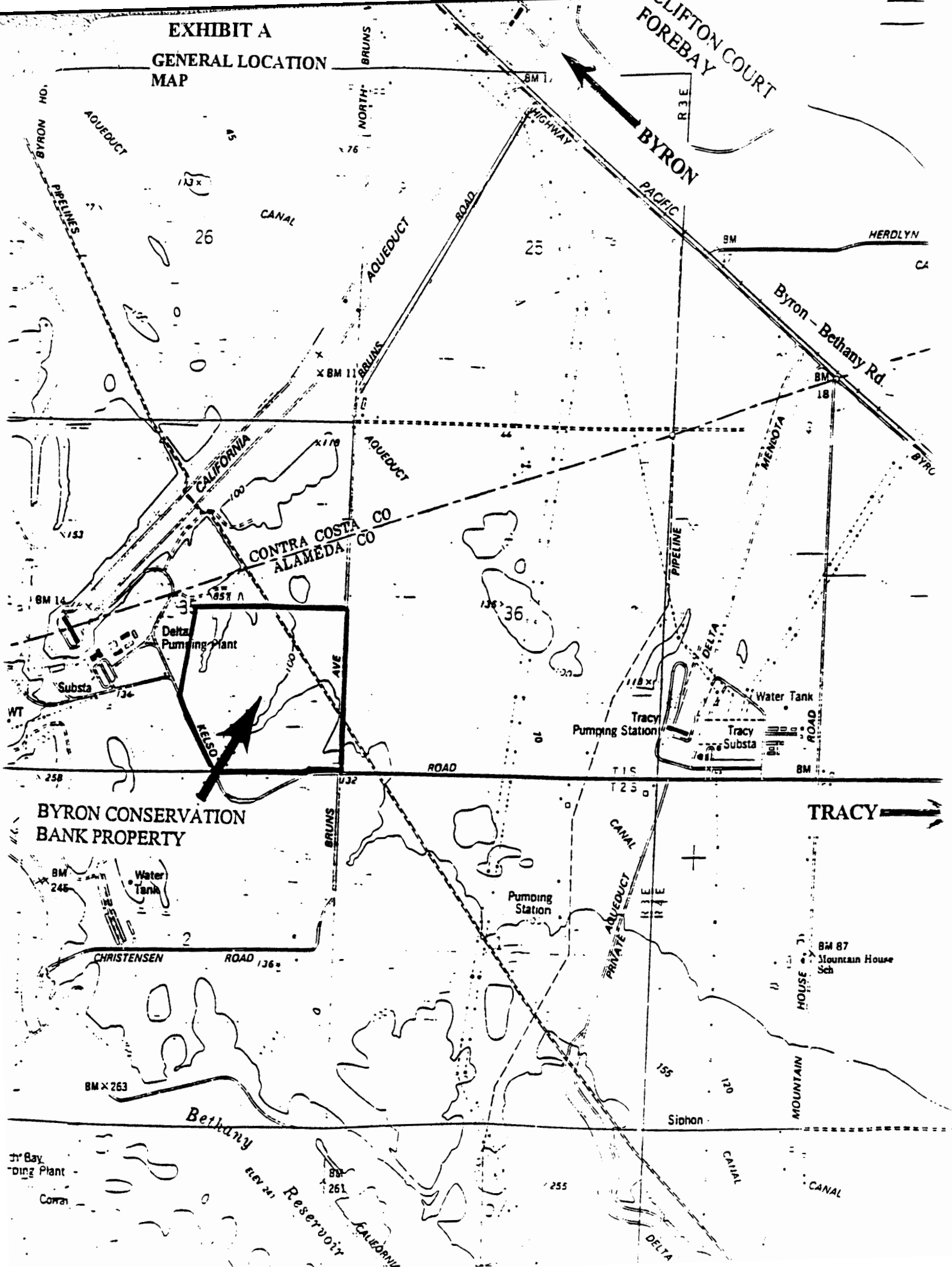
Approved as to form:

Approved as to form:

BY:  \_\_\_\_\_

BY: \_\_\_\_\_

**EXHIBIT A  
GENERAL LOCATION  
MAP**





## EXHIBIT B

### BURROWING OWL MITIGATION

#### SANTA CLARA UNIVERSITY

November 13, 2000

Reference: Burrowing Owl Mitigation Agreement between Santa Clara university and the California Department of Fish and Game, No. 1802-1999-007-3. March 30, 1999, as amended August 23, 1999.

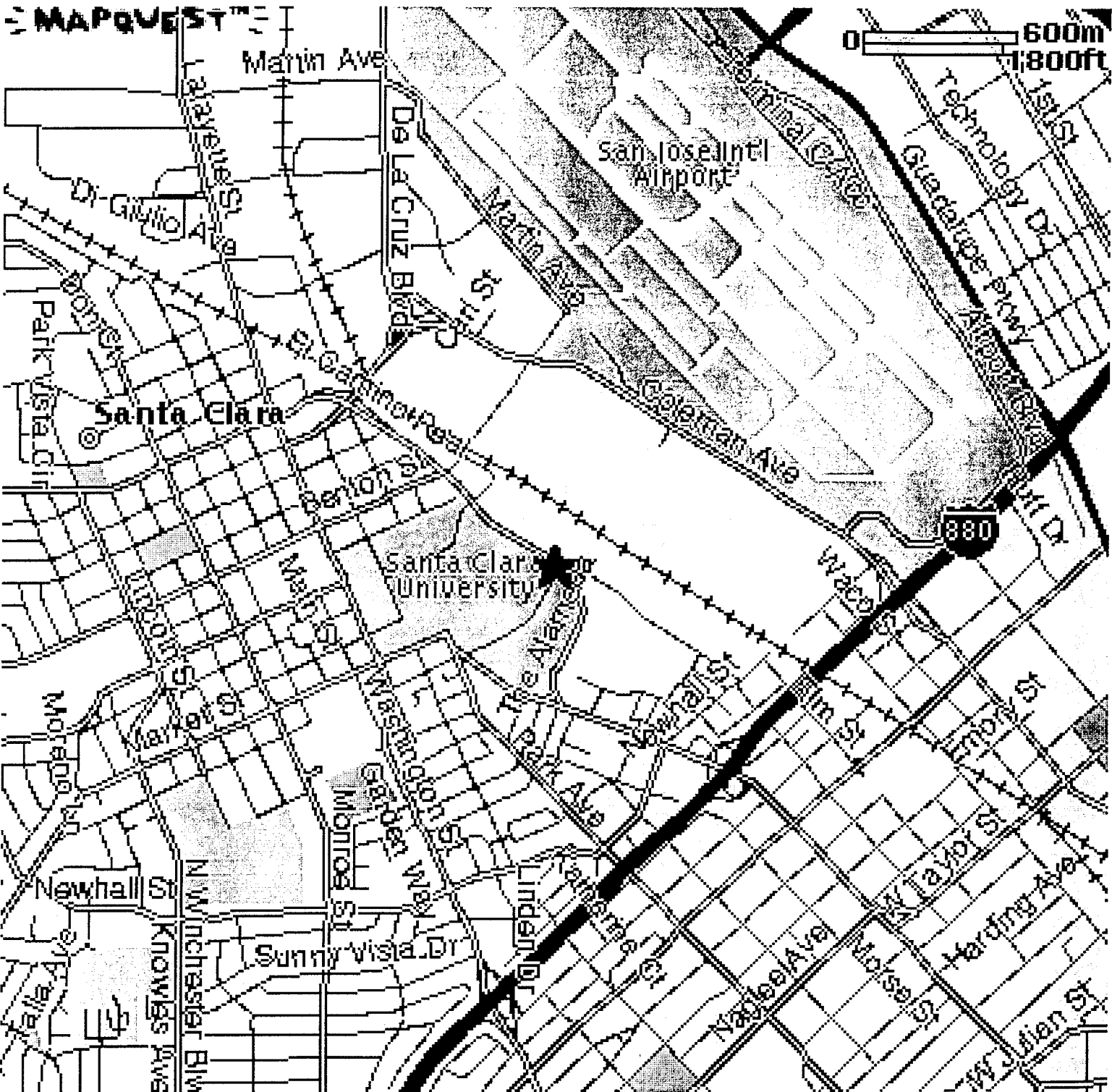
The referenced agreement required the University to mitigate 6.0 acres of land being developed on the south side of campus: 4.0 acres that had already been developed and 2.0 acres for a proposed development. The agreement also specified that this mitigation would be at an acreage ratio of 1:1.

The referenced amendment also acknowledged that the proposed development also posed potential indirect impacts to the burrowing owl nest site in the Athletic Field, behind the women's softball backstop at the corner of El Camino Real and Bellomy (soon to be renamed Accolti Way). To mitigate any potential indirect impact to this burrowing owl nest site, the University agreed to change the 6.0 acreage to 9.25 acreage.

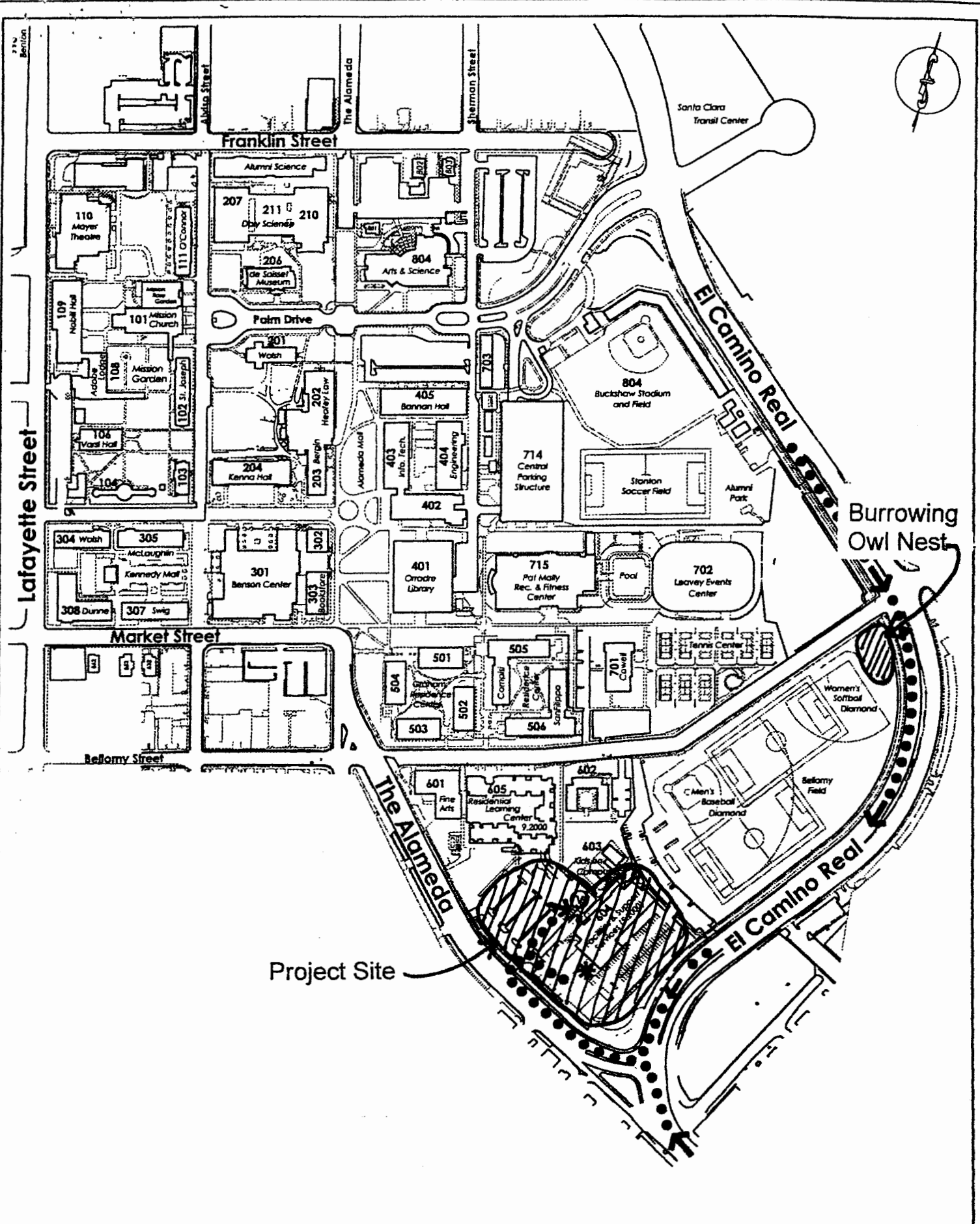
The attached map reflects the six acres mitigated due to the projects at a ration of 1:1 and the burrowing owl nest site, which is mitigated by the additional 3.25 acres.

MAPQUEST

0 600m  
1800ft



© 1999 MapQuest.com, Inc.; © 1999 Navigation Technologies



Project Site

**BURROWING OWL MITIGATION AGREEMENT**

## EXHIBIT C

### WIRING INSTRUCTIONS

---

*The following information is for the transferring of funds via electronic (Wire) transfer into escrow at First American Title Guaranty Company, Major Projects Department located at 1737 N. First Street, San Jose, CA 95112.*

WIRE TO:           UNION BANK OF CALIFORNIA  
                      1980 Saturn Street  
                      Monterey Park, CA

For Office No. 715  
1800 Harrison Street  
Oakland, California 94612  
ABA ROUTING NO. 122000496

For Credit to The Account of:

FIRST AMERICAN TITLE GUARANTY COMPANY  
Account No. 7150082026

Every wire must reference the following information:

Office No. 282-05  
Escrow No. 508683  
Escrow Officer: Susan Melton

In order to avoid any delay in receiving credit for the wire transfer, please telephone us at 408/451-7800 as soon as possible with the following information.

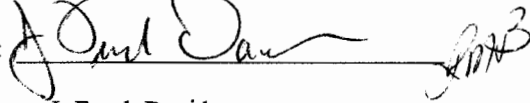
1. Name of Bank wiring funds.
2. Exact amount of funds wired.
3. Federal I.D. number.
4. Approximate time of wiring.

**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 Santa Clara University, nine and a quarter (9.25) 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 November 21, 2000.

SELLER:

DEPARTMENT OF GENERAL SERVICES

By: 

Name: J. Frank Davidson

Its: Asst. Chief of Asset Planning and Enhancement

PURCHASER:

SANTA CLARA UNIVERSITY

By: Robert D. Warren

Its: Assistant V.P. – Administration & Finance



# MEMORANDUM

file

Byron's Cons Bank  
MA

Wilson *SN*

---

**Date:** May 11, 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

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

**Subject:** SALE OF CREDITS AT BYRON CONSERVATION BANK

Please be advised that the Department of General Services (DGS) has completed its sale of 58.5 credit units for Burrowing Owls at the Byron Conservation Bank to the City of Santa Clara. All funds required under the Sales Agreement, including the required endowment payment have been provided by the City. DGS will make the appropriate entry in the record database.

A handwritten signature in cursive script that reads "Larry M. Buczyk".

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

LMB:ts:P:\Buzyk\Larry5-11-00toWilcox.doc

cc: Ron Garratt, City of Santa Clara  
Juliet Virtue, General Counsel, California Department of Fish and Game



MEMORANDUM

*Wilcox  
MOA file*

**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

FISH & GAME  
APR 14 2000  
YOUNTVILLE

**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 7<sup>th</sup> day of April, 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:

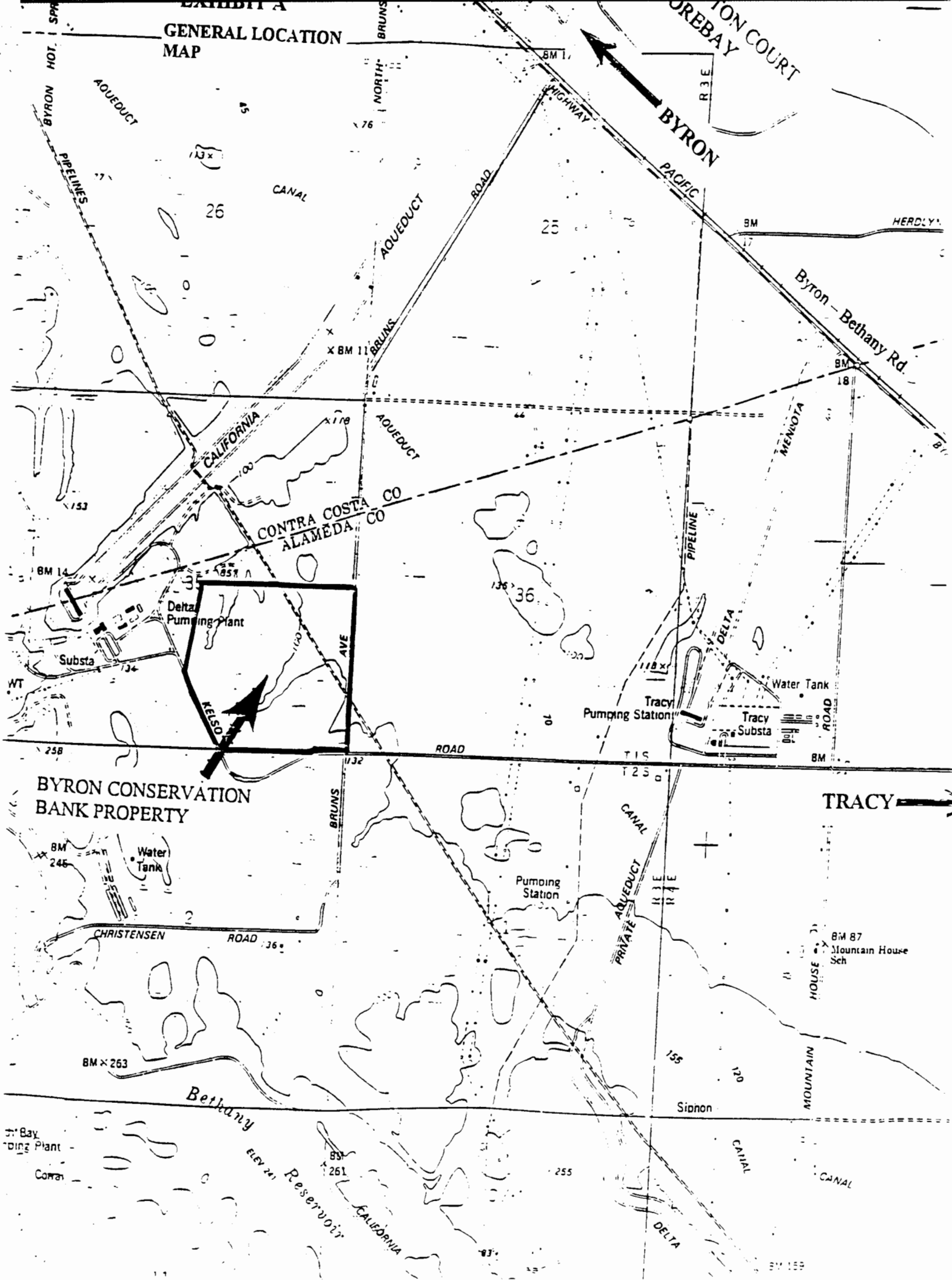
BY: *Ron Small*

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

ATTEST:

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

GENERAL LOCATION MAP



BYRON PACIFIC HIGHWAY

Byron - Bethany Rd.

CONTRA COSTA CO  
ALAMEDA CO

BYRON CONSERVATION BANK PROPERTY

TRACY

Bethany Reservoir

EXHIBIT A

AQUEDUCT

CANAL

BRUNNS NORTH

BRUNNS AQUEDUCT

ROAD

BM 1

HIGHWAY

PIPELINE

BM

HERDLYN

BYRON HOT SPR

PIPELINES

26

25

BM 11

BM 18

PIPELINE

MANHOTA

CALIFORNIA

AQUEDUCT

BM 14

Delta Pumping Plant

Substa

KELSO

AVE

ROAD

Tracy Pumping Station

Water Tank

Tracy Substa

ROAD

BM

258

TIS

T25

BRUNNS

CANAL

AQUEDUCT

PRIVATE

Pumping Station

BM 245

Water Tank

CHRISTENSEN

ROAD

36

BM 87

Mountain House Sch

HOUSE

MOUNTAIN

BM x 263

155

120

Siphon

CANAL

CANAL

Bay Pumping Plant

Canal

BM x 261

255

CALIFORNIA

DELTA

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**

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## **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).

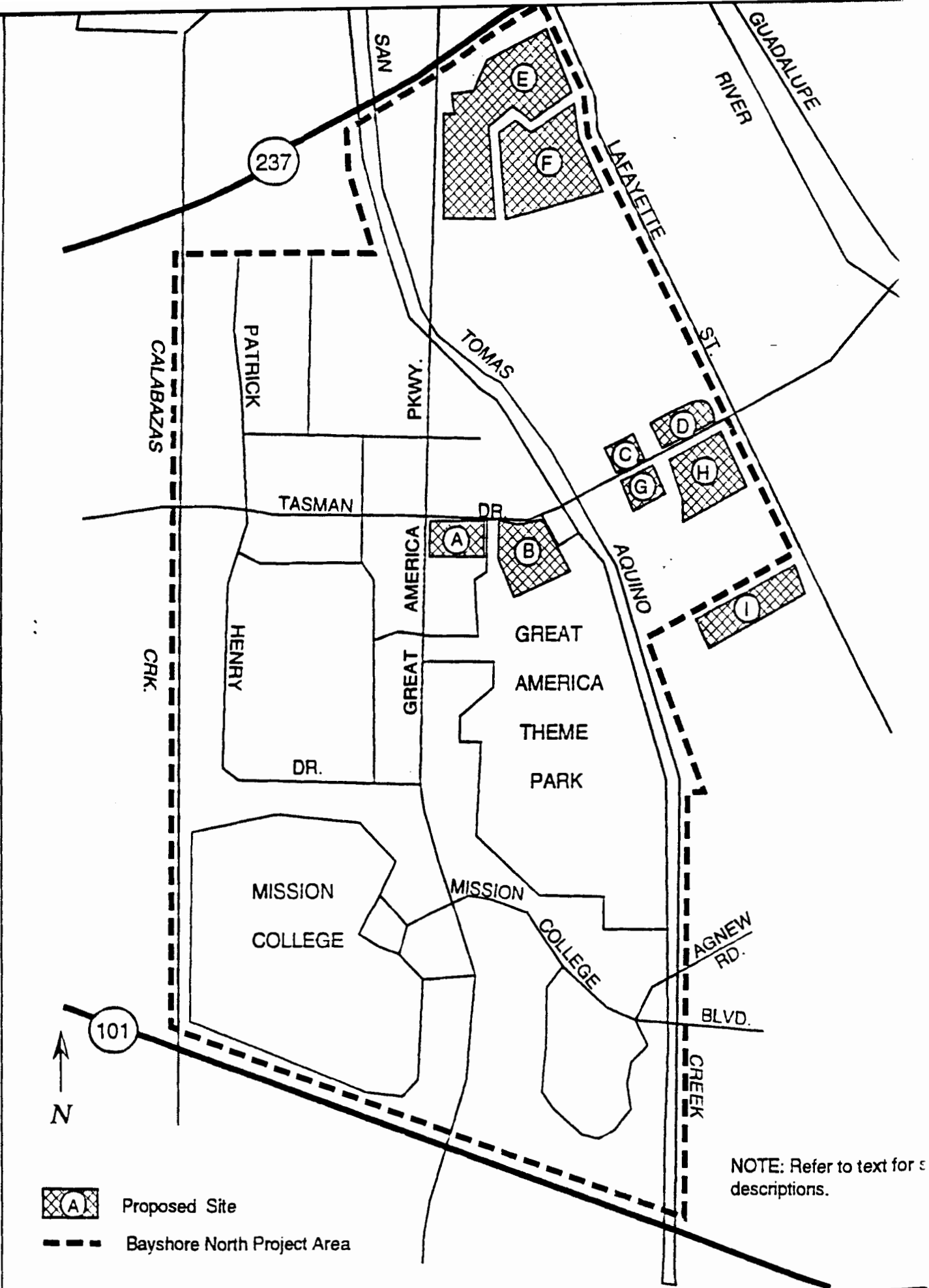


## C. PROJECT DESCRIPTION

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 as "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

## EXHIBIT C

### WIRING INSTRUCTIONS

---

*The following information is for the transferring of funds via electronic (Wire) transfer into escrow at First American Title Guaranty Company, Major Projects Department located at 1737 N. First Street, San Jose, CA 95112.*

WIRE TO:           UNION BANK OF CALIFORNIA  
                          1980 Saturn Street  
                          Monterey Park, CA

For Office No. 715  
1800 Harrison Street  
Oakland, California 94612  
ABA ROUTING NO. 122000496

For Credit to The Account of:

FIRST AMERICAN TITLE GUARANTY COMPANY  
Account No. 7150082026

Every wire must reference the following information:

Office No. 282-05  
Escrow No. 508683  
Escrow Officer: Susan Melton

In order to avoid any delay in receiving credit for the wire transfer, please telephone us at 408/451-7800 as soon as possible with the following information.

1. Name of Bank wiring funds.
2. Exact amount of funds wired.
3. Federal I.D. number.
4. Approximate time of wiring.

DEPARTMENT OF FISH AND GAME

Sacramento Valley and Central Sierra Region  
1701 NIMBUS ROAD, SUITE A  
RANCHO CORDOVA, CALIFORNIA 95670  
Telephone (916) 358-2900

file w/  
Byron Cons Bank  
GRAY DAVIS, Governor

MOA  
1999-1802  
1999-035-3



April 19, 2000

Ms. Kellie Berry  
Vice President  
Wildlands Inc.  
5910 Auburn Boulevard  
Suite 17  
Citrus Heights, California 95621

Dear Ms. Berry:

Enclosed are two copies of the Addendum to the Byron Conservation Bank Agreement made between the Department of Fish and Game and Wildlands Inc. We are proposing that the service area be extended to include that part of San Joaquin County which is located south of State Highway 12 and west of State Highway 99. Please sign both copies of the addendum, and return one copy to me at the above address.

If you have any questions, or we can be of further assistance, please contact Ms. Terry Roscoe, Acting Environmental Services Supervisor at (916) 358-2876.

Sincerely,

Larry L. Eng, Ph.D.  
Assistant Regional Manager  
Fisheries, Wildlife, and Environmental Programs

cc: Ms. Terry Roscoe  
Mr. Daniel Gifford  
Department of Fish and Game  
1701 Nimbus Road  
Rancho Cordova, California 95670