

Agreement for Sale of Conservation Credits

Bank CDFW Tracking No. 1798-2013-08-R4, USFWS File No. 08EVEN-2014-B-0086

This Agreement is entered into this ____ day of _____, 2025, by and between South Bay Conservation Resources, LLC, a California limited liability company (Bank Sponsor) and City of Hollister (Project Applicant), jointly referred to as the “Parties,” as follows:

RECITALS

A. The Bank Sponsor has developed the Sparling Ranch Conservation Bank (Bank) located in Santa Clara and San Benito Counties, California; and

B. The Bank was approved by the U.S. Fish and Wildlife Service (Service) and the California Department of Fish and Wildlife (Department) on June 13, 2017, and is currently in good standing with the Service and the Department; and

C. The Bank has received approval from the Service and Department to offer California tiger salamander (*Ambystoma californiense*) and California red-legged frog (*Rana draytonii*) credits for sale as compensation for the loss of California tiger salamander and /or California red-legged frog habitat through the *Sparling Ranch Conservation Bank Enabling Agreement* (Bank Agreement); and

D. Project Applicant is seeking to implement the project described on **Exhibit “A”** attached hereto (Project), which would unavoidably and adversely impact California tiger salamander and/or California red-legged frog, and seeks to compensate for the loss of California tiger salamander upland habitat by purchasing Conservation Credits from Bank Sponsor; and

E. Project Applicant has been authorized by the Department, File No. 2081-2023-045-04, to purchase from the Bank Sponsor 0.60 California tiger salamander upland habitat credits upon confirmation by the Bank Sponsor of credit availability/adequate balance of credits remaining for sale; and

F. Project Applicant desires to purchase from Bank Sponsor, and Bank Sponsor desires to sell to Project Applicant 0.60 California tiger salamander upland habitat credits;

Now, therefore, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference.
2. Bank Sponsor hereby sells to Project Applicant and Project Applicant hereby purchases from Bank Sponsor 0.60 California tiger salamander upland habitat credits for the purchase price of \$50,000.00. The Bank Sponsor will then deliver to Project Applicant an executed Bill of Sale in the manner and form as attached hereto and marked **Exhibit “B”**. The purchase price for said credits shall be paid by cashier’s check or, at the option of Bank Sponsor, wire transfer of funds according to written instructions by Bank Sponsor to Project Applicant.
3. The sale and transfer herein is not intended as a sale or transfer to Project Applicant of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest of the foregoing.
4. Project Applicant shall have no obligation whatsoever by reason of the purchase of the Conservation Credits, to support, pay for, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated or liable for the success or continued expense or maintenance in perpetuity of the credits sold, or the Bank. Pursuant to the Agreement and any amendments thereto, Bank Sponsor shall monitor and make

reports to the Service and Department on the status of any Conservation Credits sold to Project Applicant. Bank Sponsor shall be fully and completely responsible for satisfying any and all conditions placed on the Bank or the Conservation Credits by the Service, Department, and other state or federal jurisdictional agencies.

5. The Conservation Credits sold and transferred to Project Applicant shall be non-transferable and non-assignable, and shall not be used as compensatory mitigation for any other Project or purpose, except as set forth herein.

6. Project Applicant must exercise his/her/its right to purchase the Conservation Credits within 30 days of the date of this Agreement. After the 30 day period this Agreement will be considered null and void.

7. Upon purchase of the credits specified in Recital E above, the Bank Sponsor shall submit to the Conservation Bank Review Team listed in the Notices section of the Bank Agreement / Bank Enabling Instrument, copies of the: a) Agreement for Sale of Conservation Credits; b) Bill of Sale (Exhibit B); c) Payment Receipt, attached hereto and marked as **Exhibit "C"**; and d) an updated ledger. The updated inventory / ledger must detail: i) Project Applicant; ii) Project Name; iii) Status (sale complete/sale not complete); iv) Credit Sale Date; v) Service and/or Department File Number; vi) U.S. Army Corps of Engineers File Number (if applicable); vii) Total Number of Credits Authorized to Sell; viii) Total Number of Credits Sold to Date (inclusive); and ix) Balance of all Credits Available. The inventory / ledger should include all sales data from bank opening/establishment to the present.

[SIGNATURE PAGE FOLLOWS]

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

BANK SPONSOR:

South Bay Conservation Resources, LLC, a California limited liability company

By: Stonecreek Properties, LLC, a California limited liability company

Its: Manager

By: _____ Date: _____
(Signature)

Name: _____ Title: _____

Project Applicant:

City of Hollister

By: _____ Date: _____
(Signature)

Name: _____ Title: _____

United States Fish and Wildlife Service:

By: _____ Date: _____
(Signature)

Name: _____ Title: _____

California Department of Fish and Wildlife:

By: _____ Date: _____
(Signature)

Name: _____ Title: _____

Exhibit "A"

Project Description:

[Hollister Municipal Airport Runway 6 Safety Project: The project removed the unsafe Runway 6 (Taxiway preceding Runway 6) and Taxiway C pavement, constructed and striped a new section of pavement connecting Taxiway C to Runway 6 threshold, constructed drainage improvements, included electrical improvements and installed new LED Runway and Taxiway Edge Lights in the area of new construction. (Department File No. 2081-2023-045-04), San Benito County, California]

Exhibit "B"

BILL OF SALE

Contract #SRCB-25-08

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Project Applicant Department No. 2081-2023-045-04

In consideration of \$50,000 receipt of which is hereby acknowledged, *South Bay Conservation Resources, LLC, a California limited liability company (Bank Sponsor)* does hereby bargain, sell and transfer to City of Hollister (Project Applicant), 0.60 California tiger salamander upland habitat credits in the *Sparling Ranch Conservation Bank* in Santa Clara and San Benito Counties, California, developed, and approved by the U. S. Fish and Wildlife Service and California Department of Fish and Wildlife.

Bank Sponsor represents and warrants that it has good title to the credits, has good right to sell the same, and that they are free and clear of all claims, liens, or encumbrances.

Bank Sponsor covenants and agrees with the buyer to warrant and defend the sale of the credits hereinbefore described against all and every person and persons whomsoever lawfully claiming or to claim the same.

DATED: _____

South Bay Conservation Resources, LLC, a California limited liability company

By: Stonecreek Properties, LLC, a California limited liability company

Its: Manager

By: _____
(Signature)

Name: _____ Title: _____

Exhibit "C"

Sparling Ranch Conservation Bank

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CALIFORNIA TIGER SALAMANDER CREDITS: PAYMENT RECEIPT

PARTICIPANT INFORMATION

Name: City of Hollister
Address: 375 Fifth Street, Hollister, CA 95023
Telephone: 831-902-7433
Contact: Jeff Crechriou, jeff.crechriou@hollister.ca.gov

PROJECT INFORMATION

Project Description: Hollister Municipal Airport Runway 6 Safety Project
Department File Number: 2081-2023-045-04
Other Agency File Number(s): N/A
Species/Habitat Affected: California tiger salamander upland habitat
Credits to be Purchased: 0.60 California tiger salamander upland habitat
Payment Amount: \$50,000
Project Location: Hollister Municipal Airport at the west end of Runway 6-24 and Taxiway C.
County/Address: San Benito County / 60 Airport Drive, Hollister, CA 95023

PAYMENT INFORMATION

Payee: South Bay Conservation Resources, LLC, a California limited liability company
Payer: City of Hollister
Amount: \$50,000
Method of payment: Wire Transfer _____ Check No. _____ Money Order No. _____
Received by: _____ Date: _____
(Signature)
Name: _____ Title: _____