

COMMUNITY BENEFITS AGREEMENT

between

CONTRA COSTA COUNTY

and

DOBBINS PROPERTIES, LLC

(County File Nos. CDGP21-00004, CDRZ23-03270, CDSD23-09646)

This Community Benefits Agreement (“Agreement”) is entered into as of October 21, 2025 (“Effective Date”) by and between Contra Costa County (“County”), a political subdivision of the State of California, and Dobbins Properties, LLC (“Developer”), a California limited liability corporation.

RECITALS

A. On _____, 2025, the County Board of Supervisors approved Developer’s Camino Pablo Residential Subdivision Project (the “Project”), a 13-unit residential development in the unincorporated Moraga area, including a General Plan amendment, rezoning ordinance, vesting tentative map, and preliminary and final development plan (County File Nos. CDGP21-00004, CDRZ23-03270, CDSD23-09646).

B. In addition to the discretionary land use approvals already obtained from the County, Developer intends to obtain County building permits necessary to construct the Project. For each residential unit within the Project, Developer will receive a certificate of occupancy from the County. The County will issue a certificate of occupancy for a residential unit within the Project following the issuance of all required building permits and the construction of the residential unit, and after the construction of the residential unit has passed all required inspections.

C. The Project approval contains Condition of Approval No. 19, which provides that Contra Costa County and Developer will enter into a Community Benefits Agreement providing for certain payments to Contra Costa County to benefit the local community. The Developer’s commitments provided for in this Agreement will enhance the public benefits provided to the community, in addition to those benefits derived directly from the Project.

AGREEMENT

NOW THEREFORE, Contra Costa County and Developer agree as follows:

1. Purpose. The purpose of this Agreement is to memorialize Developer’s commitment to making a community benefits contribution to the County.
2. Community Benefits Payment.
 - a. Developer shall pay \$100,000 to the County (the “Payment”) prior to the County’s issuance of the certificate of occupancy for the Project’s seventh residential unit.

- b. This subsection 2.b. applies if the Developer has not paid the Payment to the County by January 1, 2031. Beginning on January 1, 2031, and on each January 1 thereafter for as long as the Payment remains unpaid, the Payment amount shall increase by an amount based on any increase, not to exceed four percent (4%) in a single year, in the Consumer Price Index for the San Francisco-Oakland-Hayward Combined Statistical Area (U.S. Bureau of Labor Statistics) for the 12-month period ending on the October 31 immediately preceding the January 1 when the increase takes effect. By February 1, 2031, and by each February 1 thereafter for as long as the Payment remains unpaid, the Director of Conservation and Development, or designee, ("Director") will provide written notice to Developer regarding any increase in the Payment amount that became effective on the January 1 immediately preceding the date of the notice.
3. Use of Payments. The County shall, in its sole discretion, allocate funds received pursuant to this Agreement to benefit the natural environment and local community near the Project. Funds may be used to, for example and without limitation: establish, maintain or enhance open space lands, parks, or trails; or establish, maintain, or beautify other community improvements. County shall inform Developer how the funds were allocated within ten (10) days after allocation.
4. Notices. All payments, notices, demands, and other communications made under this Agreement shall be in writing and personally delivered, sent by overnight carrier with delivery charges prepaid for next business day delivery, or sent by First Class U.S. Mail with postage prepaid, and addressed as follows:

To County: Director of Conservation and Development
30 Muir Road
Martinez, CA 94553

To Developer: Dobbins Properties, LLC
c/o JBT Property Management Company, Inc.
1520 W. Kettleman Lane, Suite A-1
Lodi, CA 95242

A payment, notice, demand, or other communication shall be deemed given on the same day it is personally delivered, on the next business day following deposit with and overnight carrier, or on the fifth day after deposit in the U.S. Mail. A party may change its address for delivery of notices under this Agreement by providing written notice of the change in accordance with this section.

5. Assignment. Developer's obligations under this Agreement shall be binding upon Developer's successors and assigns. Developer shall not assign this Agreement, or any of its obligations under this Agreement, to any other person or entity without the advance written approval of the County, which shall not be unreasonably withheld. If Developer sells, conveys, or otherwise transfers ownership of the

Project to a third-party, Developer shall require that third-party to accept an assignment of this Agreement.

- 6. No Third-Party Beneficiaries. Nothing in this Agreement confers any rights or obligations on any person or entity that is not a party to this Agreement.
- 7. Counterparts. The Agreement may be executed in counterparts.
- 8. Governing Law. This Agreement shall be governed by the laws of the State of California.

The County and Developer have executed this Agreement as specified below.

CONTRA COSTA COUNTY

By: _____
Name: _____
Title: _____
Date Signed: _____

DOBBINS PROPERTIES, LLC

By: _____
Name: _____
Title: _____
Date Signed: _____