COMMUNITY BENEFITS AGREEMENT
between
CONTRA COSTA COUNTY
and
WEST COAST LAND DEVELOPMENT, INC.
(County File No. CDDP21-03031)

This Community Benefits Agreement ("Agreement") is entered into as of _____, 2024 ("Effective Date") by and between Contra Costa County ("County"), a political subdivision of the State of California, and West Coast Land Development, Inc. ("Developer"), a Delaware corporation.

RECITALS

A. On_____, 2024, the County Board of Supervisors adopted a mitigated negative declaration (the "MND") and approved Developer's Windhover Terrace Apartments Project (the "Project"), a 24-unit apartment building development in the unincorporated Martinez area, including a density bonus, development plan, and certain concessions, variances, and reductions or waivers of development standards (CDDP21-03031).

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. Following issuance of all required building permits and construction of the Project, and after the construction has passed all required inspections by the County, Developer will receive a certificate of occupancy from the County ("Occupancy Certificate").

C. Due to its location, high density, and impacts on traffic in the immediate community, the Project is a unique development with unique impacts on the community. The Project approval contains Condition of Approval No. __, 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 Payments. Developer shall make community benefits payments to the County in accordance with this Section 2.

    a. Developer shall pay $50,000 to the County (the "First Payment") prior to the issuance of any building or grading permit for the Project.

b. In addition to the First Payment, Developer shall pay $100,000 to the County (the "Second Payment") prior to the issuance of the Occupancy Certificate for the Project.

c. Beginning on January 1, 2025, and on each January 1 thereafter, any unpaid portion of the First Payment and any unpaid portion of the Second Payment shall increase based on any increase 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.

3. Use of Payments. The County shall, in its sole discretion, allocate funds received pursuant to this Agreement to benefit the local community near the Project. Funds may be used to, for example and without limitation: fund studies and actions to improve the functionality of roadways; establish or maintain parks or trails; maintain or beautify roadways, rights-of-way, or open space; or establish, maintain, or beautify other community improvements.

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: West Coast Land Development, Inc.
c/o Pamela and Robert West
145 John Glenn Drive
Concord, CA 94520

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 and 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	**WEST COAST LAND DEVELOPMENT, INC.**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____