

GALE RANCH

COMPLIANCE REPORTS

Prepared By:

**Shapell Homes
(Toll Brothers, Inc.)
6800 Koll Center Parkway, Ste 320
Pleasanton, CA 94566
925-249-6032**

November 25, 2025

November 25, 2025

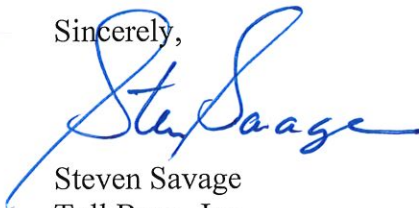
Adrian Veliz
Senior Planner
Department of Conservation and Development
30 Muir Rd.
Martinez, CA 94553

Re: **2025 Gale Ranch Annual Compliance Reports**

Dear Mr. Veliz:

Please find enclosed the 2025 Compliance Report required for the Gale Ranch project. This report has been developed in accordance with recommendations implemented in the 2000 through 2025 Annual Compliance Reports, as well as from comments received from the County and City of San Ramon. Should you have any questions or comments, please feel free to call me at your earliest convenience at 925-249-6032.

Sincerely,



Steven Savage
Toll Bros., Inc

CC: Alli Sweeney
Dave Suico

TABLE OF CONTENTS

SETTLEMENT AGREEMENT ANNUAL COMPLIANCE REPORT	1
A. REQUIREMENTS.....	1
B. SPECIFIC PROVISIONS OF THE COMPLIANCE REPORT.....	2
1. Gale Ranch Phase I.....	2
2. Gale Ranch Phase II.....	4
3. Gale Ranch Phase III.....	7
4. Gale Ranch Phase IV.....	9
5. Childcare Facilities	11
6. Open Space Management	12
7. Affordable Housing.....	13
8. Developed Parkland.....	15
GALE RANCH DEVELOPMENT AGREEMENT COMPLIANCE REPORT	17
A. REQUIREMENTS.....	17
Section 3. Obligations of Developer and County.....	17
Section 3.3 (a) Compliance with Settlement Agreements.	18
Section 3.3 (b) Preliminary Development Plan.	18
Section 3.3 (c) Affordable Housing.....	19
Section 3.3 (d) Designation of Preferred Water Provider.....	22
Section 3.3 (e) Design Program for Dougherty Valley Village Center.....	23
Section 3.3 (f) Coordination of On-Site Improvements.	24
Section 3.3 (g) Danville/San Ramon/County Traffic Mitigation	25
Section 3.3 (h) Pleasanton Traffic Mitigation.	29
Section 3.3 (i) Dublin Traffic Mitigation.	30
Section 3.3 (j) Walnut Creek Traffic Mitigation.	31
Section 3.3 (k) Dougherty Road Improvements.....	32
Section 3.3 (l) Mitigation Monitoring.....	33
Section 3.3 (m) Establishment of County Service Area.	34
COUNTRY CLUB AT GALE RANCH “THE BRIDGES AT GALE RANCH” DEVELOPMENT AGREEMENT	35
A. REQUIREMENTS.....	36
Section 3.1 Obligations of Developer and County.....	36
Section 3.1. (a) Generally:.....	36
Section 3.1. (b) Conditions to Current Approvals:	36
Section 3.1. (c) Capital Facilities Fee.	37
Section 3.1. (d) Parks Fee.....	38
Section 3.1. (e) Affordable Housing.....	40
Section 3.1. (f) Traffic Impact Mitigation.	41
Section 3.1 (g) County Regional Enhancement Contribution.....	42
Section 3.1 (h) Compliance Monitoring.....	43
Section 3.1 (i) County Service Area.	44
Section 3.1 (j) Construction of Improvements.	45
SUPPORTING DOCUMENTS	46

SETTLEMENT AGREEMENT ANNUAL COMPLIANCE REPORT

A. REQUIREMENTS

The *Agreement to Settle Litigation relating to the Dougherty Valley General Plan Amendment, Specific Plan and Environmental Impact Report* (the "Agreement") was entered into on May 11, 1994. One provision of the Agreement (Exhibit G, Section IV.A.) requires the preparation of an annual compliance report.

Exhibit G, The Dougherty Valley Compliance Monitoring Program, Section IV. A. reads as follows:

IV. PREPARATION AND CONSIDERATION OF ANNUAL COMPLIANCE REPORTS

"A. Preparation of Annual Compliance Reports. Acting through its planning and public works staffs, the County will prepare an annual compliance report (an "Annual Compliance Report") based on (i) the information produced by the Tracking System and (ii) development "status reports" prepared by the Developers and submitted to County staff on or before October 15 of each year. The status reports will outline construction activities that have occurred during the previous year, work underway and anticipated efforts for the following three years. The status reports will also include all significant activity related to public and private infrastructure, and all significant residential and commercial construction activity.

An Annual Compliance Report will be submitted by County Staff to the DVOC on or before November 15 of each year during build out and will describe and evaluate, among other things:

- The Project's compliance with the Performance Standards, and the causes of any identified noncompliance.
- Progress made by the County, San Ramon, Danville, the Developers and others in addressing any "Intermediate Steps" identified in Schedule 1 to this Exhibit G and the probable need for additional consultations during the following three years.
- The extent to which Third Parties are acting consistently with the assumptions and standards established under the Settlement Agreement and efforts to secure the cooperation of those other parties."

B. SPECIFIC PROVISIONS OF THE COMPLIANCE REPORT

1. Gale Ranch Phase 1

A. Construction Activities (from October 2024 through September 2025)

(For reference to Phase I - See the map entitled "The Communities at Gale Ranch (Gale Ranch Phase 1) Site Exhibit" in the Supporting Documents section).

- To date, 100% or 1216 residential building permits have been issued and all units complete and sold in Phase I. See Table A for a summary of building permits for Phase 1.

Table A								
Gale Ranch Ph. 1 – Final Map and Building Permit Status								
Community Identification	Lot Size	Subdivision	# Of Homes	Final Map	Building Permits	Tract Accept. (Street)	Tract Accept. (Lndscp)	% w/ Building Permit
Fairway Bridge	7,500	7796	42	X	42	X	X	100%
Fairway Bridge	7,500	7980	25	X	25	X	X	100%
Fairway Bridge	7,500	8027*	51	X	51	X	X	100%
Fairway Bridge	7,500	8131	59	X	59	X	X	100%
Fairway Bridge	7,500	8255	37	X	37	X	X	100%
Fairway Bridge	7,500	8348	2	X	2	X	X	100%
Crest Bridge	4,500	7979	79	X	79	X	X	100%
Crest Bridge	4,500	8132*	81	X	81	X	X	100%
Crest Bridge	4,500	8254	125	X	125	X	X	100%
Glen Bridge	4,800	7981	45	X	45	X	X	100%
Glen Bridge	4,800	8135	82	X	82	X	X	100%
Glen Bridge	4,800	8256	97	X	97	X	X	100%
Cedar Bridge	TH	8105	144	X	144	X	X	100%
Summit Bridge	10,000	8133	22	X	22	X	X	100%
The Pointe	10,000	8134	69	X	69	X	X	100%
Falcon Bridge	Apt.	8189	256	X	256	X	X	100%
Total			1216	Total	1216	X	X	100%
* Tract 8027 has 7 Crest Bridge homes								
* Tract 8132 has 6 Fairway Bridge homes								

- All parks in Gale Ranch 1 have been completed – see Table L.

B. Anticipated efforts for the next three years (2025 to fall 2028)

- There is no further work by Shapell Homes as it relates to Gale I. The City of San Ramon has taken over all maintenance of improvements.

Table B	
Gale Ranch Phase 1 – Street/Landscape Improvement Status	
Item	Subdivisions
Street Improvements Complete	7796, 7979, 7980, 7981, 8027, 8105, 8131, 8132, 8133, 8134, 8135, 8189, 8254, 8255, 8256, 8348
Landscape Improvements Complete	7796, 7979, 7980, 7981, 8027, 8105, 8131, 8132, 8133, 8135, 8189, 8254, 8255, 8256, 8348, 8134

2. Gale Ranch Phase II

A. Construction Activities (from October 2024 through September 2025)

(For reference to Phase II - See Map entitled "The Communities at Gale Ranch (Gale Ranch Phase 2) Site Exhibit" in the Supporting Documents section).

- Home construction is complete in all neighborhoods. No In-tract civil improvements (pad grading, storm drain, water, sanitary sewer, and street construction) occurred in these subdivisions. (See Tables C and D for Gale II Neighborhood information)
- To date, 1947 building permits, or 100% of all permits for Gale II have been obtained. See Table C for a detailed summary of Final Map and Building Permit status in Gale II.

TABLE C						
Gale Ranch Phase II						
Final map and Building Permit Status						
Neighborhood	Community Identification	Subdivision	# Of Homes	Final Map	Building Permits	% w/ Building Permit
1	Monarch	7984	191	10/28/2002	191	100%
2a	Gallery	8563	73	4/2/2003	73	100%
2b	Gallery	8688	33	6/1/2004	33	100%
3-a	Avanti	8689	57	8/16/12	57	100%
3-b	Avanti Heights	9245	99	7/29/13	99	100%
4	Gallery	8690	43	6/15/04	43	100%
5-a	Belvedere	8699	57	12/20/04	57	100%
5-b	Solare	8699	108	12/20/04	108	100%
6	Veranda	8681	130	4/14/05	130	100%
7	Terravista	8682	78	4/14/05	78	100%
8	Coronado	8564	147	4/2/2003	147	100%
9	Villapaseo	8631	84	4/24/2003	84	100%
10	Renaissance	8632	105	11/14/2003	105	100%
11	Cornerstone	8683	266	3/3/2004	266	100%
12	Wisteria	8684	157	2/23/05	157	100%
13-a	Rose Glen	8700	10	11/22/05	10	100%
13-b	Astoria	8700	63	11/22/05	63	100%
14	Rose Garden/Villapaseo	8685	114	4/2/2004	114	100%
15	Rose Garden/Villapaseo	8686	69	8/10/2004	69	100%
0	Old Middle School/Athena	9134	63	7/29/13	63	100%
Totals			1947		1947	100%

B. Work Underway (fall 2024 to fall 2025)

- Table D provides details for the build-out of remaining improvements for Gale Ranch Phase II.
- All Building permits have been obtained and all construction of production homes is complete.

Table D				
Development Schedule for Gale Ranch Phase II by Neighborhood				
Neighborhood	Start In-tract Imprvmnts	Final Map Recordation	Complete In-tract Improvements	Start In-tract Housing
1	Started Summer 2002	October 28, 2002	Complete	Started Fall 2002
2A	Started Summer 2002	April 2, 2003	Complete	Started Spring 2003
2B	Started Summer 2003	June 1, 2004	Complete	Started Summer 2004
3-a	Started Spring 2012	8/16/12	Complete	Started
3-b	June 2013	June 29, 2013	Complete	Started April 2014
4	Started Spring 2004	June 15, 2004	Complete	Started Fall 2004
5	Started Spring 2004	December 20, 2004	Complete	Started Spring 2005
6	Started Spring 2004	April 14, 2005	Complete	Started Spring 2005
7	Started Fall 2004	April 14, 2005	Complete	Started Summer 2005
8	Started Summer 2002	April 2, 2003	Complete	Started Winter 2002
9	Started Winter 2002	April 24, 2003	Complete	Started Winter 2002
10	Started Summer 2003	November 14, 2003	Complete	Started Fall 2003
11	Started Fall 2003	March 3, 2004	Complete	Started Spring 2004
12	Started Fall 2004	February 23, 2005	Complete	Started Winter 2004
13	Started Summer 2005	November 22, 2005	Complete	Started June 2007
14	Started Fall 2003	April 2, 2004	Complete	Started Spring 2004
15	Started Spring 2004	August 3, 2004	Complete	Started Winter 2004
Old Middle School Site	June 2013	August 2013	Complete	Completed

(For more information, see map entitled “Gale Ranch Trail Exhibit” in the Supplemental Documents section.

C. Anticipated efforts for the next three years (Year 2025 through Year 2028)

- For a summary of key activities in Phase II, see Table E.

Table E			
GALE RANCH PHASE 2 PROJECTION (Proposed)			
	Year 1 10/25 – 9/26	Year 2 10/26 - 9/27	Year 3 10/27– 9/28
<u>Grading</u>			
Mass grading		Complete	
Finish grade		Complete	
<u>Public Improvements</u>			
North Monarch Road Extension		Complete	
Stoneleaf Road Extension		Complete	
Dougherty Road to Bollinger Road		Complete	
Bollinger Canyon Road (north side)		Complete	
Bollinger Canyon Road (south side)		Complete	
<u>Utility Extension</u>			
Sanitary Sewer		Complete	
Potable Water		Complete	
Reclaimed Water		Complete	
<u>Schools</u>			
Coyote Creek Elementary		Complete	
Gale Ranch Middle School		Complete	
<u>Childcare</u>			
Coyote Creek Elementary		Complete	
Canyon Creek Presbyterian Church		Complete	
Cornerstone Apartments		Complete	
<u>Parks/Recreation (See Table L)</u>			
"Bark and Ride" Park(PA 0040)		Complete	
<u>Trails/Open Space/Flood Control</u>			
DA 0014/0027/0030		Complete	
Wedgewood Trail		Complete	
<u>Commercial</u>			
Plaza at Gale Ranch		Complete	
<u>Community Facilities</u>			
Dougherty Sta./Police		See Windemere - Complete	
Library		See Windemere - Complete	
Service Center		See Ph. 4	
Fire Station		See Windemere - Complete	
Satellite P.O.		See Ph. 4	
Senior Center (Amador Rancho Ctr.)		See Ph. 4	

3. Gale Ranch Phase III

A. Construction Activities (from October 2024 through September 2025)

(For reference to Phase III - See the map entitled "Gale Ranch Phase III" in the Supporting Documents section).

- Creek improvements consisting of DA 0030, DA 0031 & DA 0020 are anticipated to begin the turnover of ownership to the GHAD and maintenance by the City of San Ramon in Spring 2026. California Regional Water Quality Control Board was signed off.

Table F Gale Ranch Phase III - Final Map and Building Permit Status					
Tract	Community Identification	# Of Homes	Final Map Recorded	Building Permits	% w/ Building Permit
8914	Belvedere	29	4/14/05	29	100%
8306	Abbingdon	63	8/1/06	63	100%
"	SFD/Belmaison	64	8/1/06	64	100%
"	SFD/Athena	80	8/1/06	80	100%
"	SFD/Florentine	64	8/1/06	64	100%
8952	Abbingdon(3 units per building)	60	3/20/09	60	100%
"	SFD/Tessara	77	3/20/09	77	100%
9165	SFD/Iriana	121	9/29/10	121	100%
8969	SFD/Fiorella	111	8/24/11	111	100%
"	Row Townhomes/Canterra	136	8/24/11	136	100%
MSC09-0010	APT/Valencia(186 units) *		5/7/11		100%
	Building 1	48		1	100%
	Building 2	48		1	100%
	Building 3	48		1	100%
	Building 4	21		1	100%
	Building 5	21		1	100%
8970	SFD/Florentine	56	1/22/10	56	100%
	SFD/Athena	81	1/22/10	81	100%
8971	SFD/Andora	88	9/23/13	88	100%
MSC6-0028	Seville Apartments	165	5/21/08	165	100%
9326	Cordova	35	12-23-16	35	100%
	Totals *	1405		1235	100%

B. Anticipated efforts for the next three years (Year 2025 through Year 2028)

- For a summary of key activities in Phase III, please table G.
- Rose Glen Park revised concept plan went before Park Commission and was approved. City has approved renaming park to Critter Crossroad Park and construction started summer 2021. Work anticipated to be complete Winter 2025.

Table G			
Gale Ranch Phase 3 Projection (Proposed)			
	Year 1 (10/25 – 9/26)	Year 2 (10/26 – 9/27)	Year 3 (10/27 – 9/28)
<u>Grading</u>			
Mass grading	_____	Complete _____	
Finish grade	_____	Complete _____	
<u>Public Improvements</u>			
Stoneleaf Road	_____	Complete _____	
Ivyleaf Springs Road	_____	Complete _____	
South Monarch Road	_____	Complete _____	
Golden Bay Road	_____	Complete _____	
Main Branch Road	_____	Complete _____	
<u>Utility Extension</u>			
Sanitary Sewer	_____	Complete _____	
Potable Water	_____	Complete _____	
Reclaimed Water	_____	Complete _____	
<u>Schools/Childcare</u>			
Gale Ranch Middle School	_____	Complete _____	
Quail Run Elementary School	_____	Complete _____	
<u>Parks/Recreation (See Table L)</u>			
Quail Run Elementary School Park	_____	Complete _____	
Linear Park	_____	Complete _____	
Critter Crossroad Park (PA 0018)	_____ X _____	X _____	
<u>Trails/Open Space/Flood Control</u>			
Basswood Trail/Trail (#8)	_____	Complete _____	
<u>Community Facilities</u>			
Dougherty Sta./Police	_____	See Windemere - Complete _____	
Library	_____	See Windemere - Complete _____	
Service Center (Corp Yard)	_____	See Ph. 4 _____	
Fire Station	_____	See Windemere - Complete _____	
Satellite P.O.	_____	See Ph. 4 _____	
Senior Center (Amador Rancho Ctr)	_____	See Ph. 4 _____	

4. Gale Ranch Phase IV

A. Construction Activities (from October 2024 through September 2025)

(For reference to Phase IV - See the map entitled "Subdivision 8856 - Phase 4" in the Supporting Documents section)

B. Anticipated efforts for the next three years (Year 2025 through Year 2028)

- For a summary of key activities in Phase IV, please see Table H.
- Complete the transfer of open space property to the GHAD.
- Complete Rancho Park Phase 2 end of 2026. Plans are awaiting final approval.

Table H	Gale Ranch Phase IV - Final		Map and Building	Permit Status	
Tract	Community Identification	# Of Homes	Final Map Recorded	Building Permits	% w/ Building Permit
Pod 6					
9303	Amarante	23	5/14	23	100%
9325	Amarante	82	8/14	82	100%
9302	Posante	121	7-14-15	121	100%
9247	Romana	82	12-22-14	82	100%
9326	Cordova	11	10-2015	11	100%
	Total:	319			
Pod 3					
9341	Romana/Cordova	94	10/8/15	94	100%
9297	Cordova	57	2/18/16	57	100%
9298	Romana	86	12/22/14	86	100%
	Total:	237			
9301	Pod 5 – Alita & Carmella	153	9-06-16	153	100%
	Village Center Commercial	448		264	59%
	Total:	601			
	Pod 4				
9299	Lexington I	50	11/17	50	100%
9300	Lexington II	54	8/18	54	100%
	Totals	104			
	Total	1261		1077	85%

Table I

GALE RANCH PHASE 4 PROJECTION (Proposed)

	Year 1 (10/25 – 9/26)	Year 2 (10/26 – 9/27)	Year 3 (10/27 – 9/28)
<u>Grade</u>			
Mass grading	_____	_____	Complete _____
Finish grade	_____	_____	Complete _____
<u>Public Improvements</u>			
Dougherty Road - RA 1168	_____	_____	Complete _____
Dougherty Road - RA 1208	_____	_____	Complete _____
Dougherty Road - RA 1210	_____	_____	Complete _____
Dougherty Road - RA 1211	_____	_____	Complete _____
Dougherty Road - RA 1249	_____	_____	Complete _____
<u>Utility Extension</u>			
Sanitary Sewer	_____	_____	Complete _____
Potable Water	_____	_____	Complete _____
Reclaimed Water	_____	_____	Complete _____
<u>Childcare</u>			
Gale IV Childcare	_____	Complete	_____
<u>Parks/Recreation (See Table L)</u>			
Community Park	_____	_____	Complete _____
(future) Dougherty Valley Elementary Park	_____	_____	Complete _____
Community Park Phase 2	_____ X _____	X _____	_____
<u>Trails/Open Space/Flood Control</u>			
Dougherty Valley Ridge Trail (#11)	_____	_____	Complete _____
Coyote Canyon Trail (#12)	_____	_____	Complete _____
Quail Run Trail (#15)	_____	_____	Complete _____
Jack Rabbit Ridge Trail (#4)	_____	_____	Complete _____
<u>Commercial</u>			
_____	_____	_____	Complete _____
<u>Community Facilities</u>			
Dougherty Sta./Police	_____	See Windemere - Complete	_____
Library	_____	See Windemere - Complete	_____
Service Center (Corp. Yard)	_____	Complete	_____
Fire Station	_____	See Windemere - Complete	_____
Satellite P.O.	_____	Beyond 3-year projection	_____
Senior Center (Amador Rancho Ctr.)	_____	Complete	_____

5. Childcare Facilities

- Shapell Homes has submitted a comprehensive Childcare Mitigation Program to Contra Costa County. The County reviewed the submittal and confirmed on 06/18/07 the program elements were appropriate and fully mitigated Gale Ranch Childcare impact if implemented as proposed.
- The Childcare Facility at Coyote Creek Elementary School operates to accommodate 125 children in each session. They are operating at full capacity.
- The Quail Run Elementary School Childcare Facility operates to a capacity of approximately 192 children.
- The Cornerstone Apartment complex continues to house a childcare facility operated by the YMCA. Capacity of approximately 74 children.
- The Canyon Creek Presbyterian Church Childcare facility (“Little Bridges Pre-School”) is in full operation since 2006.
- The Goddard School, a day care provider was opened in January 2013. The school can accommodate 132 students 6 weeks to 6 years of age.

All childcare mitigation impacts have been completed and satisfied. Further implementation is not required.

For the current childcare summary, please see Table I.

Table J						
Child Care in Gale Ranch						
	Location	Opening	Infant	Pre-school	School Aged	Total
Coyote Creek Elementary School	Gale I	8/02	0	0	125	125
Canyon Creek Presbyterian Church	Gale I	2006	24	125	57	206
Cornerstone Apartments	Gale II	9/05	0	74		74
Quail Run Elementary School	Gale III	8/06	0	0	179	192
Gale IV Child care (Goddards)	Gale IV	TBD	20	112		132
Total			24-44	311	361	729

6. Open Space Management

- The development plan for Gale Ranch contains over 1,000 acres of open space. Most open space is planned for dedication to the Geologic Hazard Abatement District 1990-01, ("GHAD"). Planned ownership, funding sources for mitigation activities in open space and responsible managing and maintaining entities are listed in Table J below.
- Shapell has completed the dedication of open space in Gale Ranch Phase I and portions of Gale II through 2013. Dedication of the remaining open space in Gale II, Gale III and Gale IV is ongoing. Open space parcels will not be dedicated until improvements adjacent to or near open space are complete. The endowment to maintain mitigation features listed under the title "Funding" in Table J is a phased contribution per the Resource Agency Permits for Gale Ranch, which is being provided by Shapell.

Table K Gale Ranch Phase II, III, IV Facility Maintenance Matrix			
Facility	Ownership	Property Maintenance	
	Entity	Funding	Entity
1. Public Streets	San Ramon	Property Tax / CSA Tax	San Ramon
2. Private Streets	HOA	HOA	HOA
3. Open Space			
A. Grassland	GHAD	CSA Tax / GHAD Assmnt	GHAD w/ Preserve Manager
B. Slopes	GHAD	GHAD Assessment	GHAD
C. West/Main Branch Corridor	GHAD	CSA Tax / GHAD Assmnt	GHAD/City (CSA) / Prsrve Mngr
D. Trails	GHAD	CSA Tax	City (CSA)
4. Mitigation Features			
A. Backwater Channels	GHAD	Endowment	Preserve Manager / GHAD / city
B. Seasonal Wetlands	GHAD	Endowment	Preserve Manager / GHAD / city
C. Seeps	GHAD	Endowment	Preserve Manager / GHAD / city
D. Ephemeral Channels	GHAD	Endowment	Preserve Manager / GHAD / city
E. Created Tributaries	GHAD	Endowment	Preserve Manager / GHAD / city
5. Wet Ponds	San Ramon	NPDES Tax	City of San Ramon
6. Fire Control			
A. Grassland	GHAD	CSA Tax	San Ramon (with Fire District)
B. Fuel Transition Zone	GHAD	HOA Assessment	HOA (with Fire District)
7. Landscape			
A. Public ROW	San Ramon	CSA /Property Tax	City of San Ramon
B. Parks	San Ramon	CSA /Property Tax	City of San Ramon
C. Riparian Corridor	GHAD	CSA	City of San Ramon
D. Fuel Transition	GHAD	HOA Assessment	HOA w/ Fire District
8. Detention Basin	San Ramon	CSA Tax	City of San Ramon
9. "Structures" Creek Corridors	GHAD	CSA Tax	San Ramon w/ Prsrve Mngr)
NPDES - Nat'l Pollutant Discharge Elimin. System		HOA – Home Owners Association	
GHAD - Geologic Hazard Abatement District		CSA - County Service Area	

7. Affordable Housing

- Shapell Industries is in compliance with the Dougherty Valley Affordable Housing Program (See Table K below).

Gale Ranch Phase I

- Gale Ranch Phase I contains 256 units of moderate-income apartment homes. In accordance with the amended DVAHP and the Contra Costa County Regulatory Agreement that applies to the Falcon Bridge project, these units are available to families in the moderate-income category for a period of 20 years. Additionally, there are 12 moderate-income families that have qualified for home purchase on an income basis. The total moderate-income unit count is 268 units, or 22% of Phase I. It should be noted that all of the 268 moderate-income units provided to date have received no government subsidized financing.

Gale Ranch Phase II

- Neighborhood 10, or Renaissance, construction is complete. Renaissance provides 105 for-sale moderate affordable housing units, and the lottery for all the homes occurred in March of 2004. These homes were sold at a price consistent with the affordable criteria for the year in which they are delivered to the market place. No form of government subsidized financing has been used to create this neighborhood.
- Neighborhood 11, or Cornerstone, is a 266-unit rental community with 164 units available in the very low and low-income categories. Cornerstone also contains approximately 102 moderate-income apartments. This complex was completed in 2005 and is fully occupied. No form of government subsidized financing has been utilized.
- Neighborhood 12, or Wisteria, is a 157-unit complex in which 19 units have been sold as affordable housing to buyers in the moderate-income category.

Table L				
Affordable Housing Planned in Gale Ranch Phases I - IV				
	Type	Low/Very Low	Moderate	Total
Phase I				
Falcon Bridge	Rental	0	256	256
SFD Homes	For-sale	0	12	12
Phase II				
Renaissance	For-sale	0	105	105
Cornerstone	Rental	164	102	266
Wisteria	For-sale	0	19	19
Phase III				
Seville Apartments	Rental	165	0	165
Valencia Apartments	Rental	80	106	186
Phase IV				
Phase IV Apartments	Rental	101	347	449
Total		510	947	1,457

Gale Ranch Phase III

- The Final Development Plan and Vesting Tentative Map for Phase III were approved by the County Planning Commission on October 28, 2003. Phase III contains two apartment neighborhoods (Seville and Valencia) that contains 165 very low and low income rental units. Site improvements (Seville) were complete and units are being leased. An additional 186 affordable apartment units (Valencia) are complete and 98% occupied. Units relocated from Phase 4 consist of 101 low/very low and 347 moderate-income units. The 2012 compliance report reflects this change.

Gale Ranch Phase IV

- The Final Development Plan and Vesting Tentative Map for Gale Ranch Phase IV were approved in January 2005. Phase IV contains 347 moderate-income rental apartments and 101 low/very low rental apartments. As part of a revision to Phase IV Final Development modification plan approval by the County Zoning Administrator in February of 2012 the remaining 449 affordable units will be constructed as senior age restricted apartments.

- More affordable housing information may be found in the Gale Ranch Affordable Housing Compliance Report submitted to the Department of Conservation and Development October 1, 2014.
- Shapell Properties has pulled Building Permits for the first 264 units of Senior housing, completed construction and have been occupied. Shapell completed site improvements in public right of way (Bollinger) and to future apt. pad 2020. Remaining 185 units are being discussed by the City of San Ramon, County and Shapell Properties.

8. Developed Parkland

- Gale Ranch Phase I. Construction of all parks in Phase I are complete and the parks are operational. Coyote Crossing Park, East Park, Windy Hills Park and Windy Hills addition provide 21.56 acres of constructed park.
- Gale Ranch Phase II. Construction of the Hidden Crest Park (PA 0003) and Valley view Park (PA 0009) are complete. Monarch Park (i.e. neighborhood 2B Park) PA 0008 is complete and was accepted August 14, 2007 by the City of San Ramon. Creekside Park (i.e. neighborhood 11 park) PA 0010 is complete and was accepted August 14, 2007. Bark and Ride is complete and was accepted on March 8, 2011. This brings the total of completed park acreage for Phase II 30.50 acres, and the cumulative total for Gale I and Gale II to 52.06 acres (see Table L).
- Gale Ranch Phase III. Construction of Gale Ranch Middle School Park and Quail Run Elementary, Mosaic Park and Overlook Park totaling 14.44 acres is complete. This brings the cumulative for Gale I, Gale II and Gale III to 66.50 acres (see Table L). Mosaic Linear Park Phase 1 was completed and turned over for maintenance & Phase 2 completed and working with DR Horton and City for acceptance in winter 2019. Critter Crossroad Park (previously Rose Glenn Park) revised concept plan went before City Park Commission and was approved. Construction started summer 2021 and will be complete Winter 2025.
- Gale Ranch Phase IV. Construction of Phase I of Rancho San Ramon Park totaling 23.27 acres was completed and placed into warranty in October 2014. Park Commission approved concept plan for Ph 2 and started summer 2024 and will be complete end of year 2026.

Table M

PARK COMPLETION STATUS

<u>Construction Complete</u>			
	<u>Park Name</u>	<u>Acreage</u>	<u>Completion Date</u>
Gale I	Coyote Crossing Park	11.76	COMPLETE
	East Park	0.82	COMPLETE
	Windy Hills Park	1.19	COMPLETE
	Coyote Creek School Park	3.68	COMPLETE
	Windy Hills Park Addition	0.18	COMPLETE
	Gale I Total	17.63	COMPLETE
Gale II	Hidden Crest Park (PA 0003)	2.07	COMPLETE
	Monarch Park (PA 0008)	6.34	COMPLETE
	Creekside Park (PA 0010)	5.97	COMPLETE
	Valley View Park (PA 0009)	10.02	COMPLETE
	« Bark and Ride » (PA 0040)	6.10	COMPLETE
	Gale II Total	30.50	COMPLETE
Gale III	Quail Run Elementary	6.40	COMPLETE
	Gale Ranch Middle School	6.20	COMPLETE
	Overlook Park (PA 0019)	0.10	COMPLETE
	Mosaic Community Park (PA 0021)	1.74	COMPLETE
	Hummingbird Playground (PA 0041)	0.4	COMPLETE
	Gale III Total	14.44	COMPLETE
Gale IV	Rancho San Ramon Community Park Phase I	23.27	COMPLETE
	Total Complete	90.7	
<u>Future Construction</u>			
	<u>Park Name</u>	<u>Acreage</u>	<u>Completion Date</u>
Gale III	Mosaic Linear Park	2.10	Complete
	Critter Crossroad Park (PA 0018)	8.44	2025
	Gale III Total	10.54	
Gale IV	Ranch San Ramon Community Park Phase II	7.83	2026
	Bella Vista School Park	2.61	Complete
	Linear Park (Pod 6)	1.21	Complete
	Gale IV Total	11.65	
Future Construction acreages are taken from the Gale 2, 3 and 4 FDP, VTM dated August 30, 2013			

GALE RANCH DEVELOPMENT AGREEMENT COMPLIANCE REPORT

The Development Agreement Between County of Contra Costa and Shapell Industries, Inc. Relating to the Development Commonly Known as the Gale Ranch, effective April 8, 1996, states in Section 3 the mutual obligations of the developer and county.

(This Development Agreement encompasses the area known as Gale Ranch Phases 2 through 4 – excluding Gale Ranch Phase 1 – “The Bridges at Gale Ranch”)

A. REQUIREMENTS

(Development Agreement)

Section 3. Obligations of Developer and County.

3.1 Obligations of Developer Generally. “The Parties acknowledge and agree that County’s agreement to perform and abide by the covenants and obligations of County set forth herein is material consideration for Developer’s agreement to perform and abide by the covenants and obligations of Developer set forth herein.”

3.2 Obligations of County Generally. “The Parties acknowledge and agree that Developer’s agreement to perform and abide by the covenants and obligations of Developer set forth herein is material consideration for County’s agreement to perform and abide by the covenants and obligations of County set forth herein.”

SPECIFIC REQUIREMENTS AND DEVELOPER RESPONSE

1.A. Development Agreement:

Section 3.3 (a) Compliance with Settlement Agreements.

“The terms and provisions of this Agreement are intended to be consistent with, and shall not be deemed to modify, abrogate or limit compliance with or the implementation or enforcement of, the terms and provisions of any of the Settlement Agreements. In the event of any conflict between the terms and provisions of this Agreement and any Settlement Agreement, the terms and provisions of such Settlement Agreement shall prevail to the extent of such conflict. If and to the extent any obligation of any party under any of the Settlement Agreements is terminated for any reason, including without limitation any obligation under Section 3.3(j) (relating to the Interstate 680/24 Interchange), Section 3.3 (h) (relating to the payment of traffic fees to the City of Pleasanton), and Section 3.3 (e) (relating to the design program for the Village Center), then such obligation shall not be required to be satisfied hereunder.”

1.B. Developer Response (Year 2025):

- To the best of our knowledge, Shapell Industries of Northern California is in compliance with all settlement agreements affecting Dougherty Valley.

2.A. Development Agreement:

Section 3.3 (b) Preliminary Development Plan.

“Except as otherwise specifically agreed by County, Developer shall comply with all conditions of approval to the Preliminary Development Plan.”

2.B. Developer Response (Year 2025):

- Shapell is in compliance with all conditions of approval attached to the PDP (County File No. R2922993)

3.A. Development Agreement:

Section 3.3 (c) Affordable Housing.

“Developer shall, in connection with its development of the Gale Ranch, implement the terms and provisions of the Dougherty Valley Affordable Housing Program, updated and adopted by the Board in 2002, pursuant to Board Order, (the “Affordable Housing Program”), which requires that a minimum of twenty-five percent (25%) of all dwelling units be developed as affordable to very low, low and moderate income households.”

3.B. Developer Response (Year 2025):

- Shapell Industries is in compliance with the Dougherty Valley Affordable Housing Program.

Gale Ranch Phase I

- Gale Ranch Phase I contains 256 units of moderate-income apartment homes. In accordance with the amended DVAHP and the Contra Costa County Regulatory Agreement that applies to the Falcon Bridge project, these units are available to families in the moderate-income category for a period of 20 years. Additionally, there are 12 moderate-income families that have qualified for home purchase on an income basis. The total moderate-income unit count is 268 units, or 22% of Phase I. It should be noted that all of the 268 moderate-income units provided to date have received no government subsidized financing.

Gale Ranch Phase II

- Neighborhood 10, or Renaissance, construction is complete. Renaissance provides 105 for-sale moderate affordable housing units, and the lottery for all the homes occurred in March of 2004. These homes were sold at a price consistent with the affordable criteria for the year in which they are delivered to the market place. No form of government subsidized financing has been used to create this neighborhood.
- Neighborhood 11, or Cornerstone, is a 266-unit rental community with 164 units available in the very low and low-income categories. Cornerstone also contains approximately 102 moderate-income apartments. This complex was completed in 2005 and is fully occupied. No form of government subsidized financing has been utilized.
- Neighborhood 12, or Wisteria, is a 157-unit complex in which 19 units have been sold as affordable housing to buyers in the moderate-income category.
- Two homes were sold to home buyers in Phase II that qualified as moderate affordable.

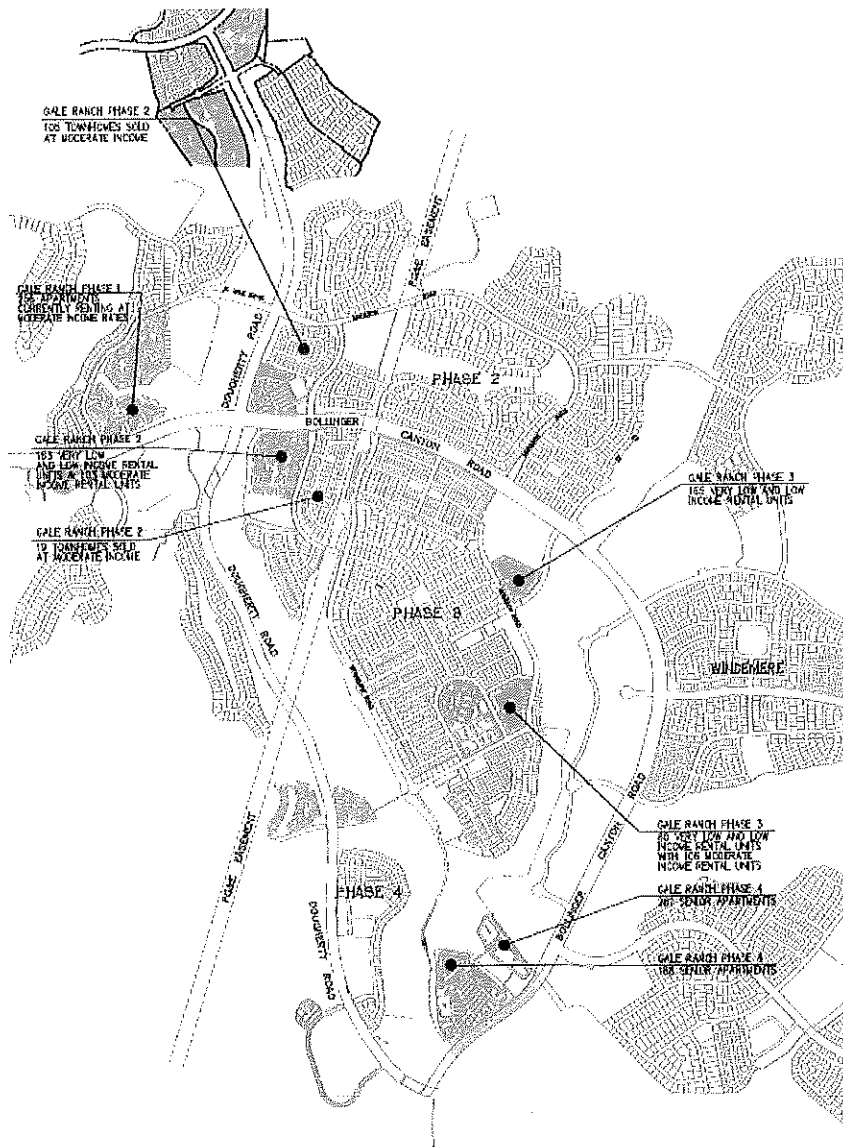


TABLE K AFFORDABLE HOUSING PLANNED IN GALE RANCH PHASES I-IV				
	TYPE	LOW/VERY LOW	MODERATE	TOTAL
PHASE I				
FALCON BRIDGE	RENTAL	0	256	256
SFD HOMES	FOR SALE	0	12	12
PHASE II				
SFD HOMES	FOR SALE	0	2	2
RENAISSANCE	FOR SALE	0	105	105
CORNERSTONE	RENTAL	164	102	266
WISTERIA	FOR SALE	0	19	19
PHASE III				
SEVILLE	RENTAL	165	0	165
VALENCIA	RENTAL	80	106	186
PHASE IV				
APARTMENTS	RENTAL	102	347	449
	TOTAL:	511	949	1,500

GALE RANCH AFFORDABLE HOUSING LOCATIONS
SAN RAMON, CONTRA COSTA COUNTY, CALIFORNIA
REVISED OCTOBER 28, 2014

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
2550 WILLOW SPRING DRIVE, SUITE 100, SAN RAMON, CA 94583
(925) 433-1000 FAX (925) 433-1001
Job No. 991084

Gale Ranch Phase III

- The original Final Development Plan and Vesting Tentative Map for Phase III was approved by the County Planning Commission on October 28, 2003. This original Phase III approval contained an apartment neighborhood with a minimum of 165 very low and low income rental units and 220 moderate income rentals. However, due to a request by the school district the Gale Ranch Middle School was moved on to a portion of this apartment site. Consequently this site could no longer accommodate 385 apartments as a result of the middle school move the remaining land could only accommodate 165 units. In 2007 construction started on the 165 unit project of very low and low income apartment units. These units were ready for occupancy in October 2008. In 2008 a revised FDP was approved by the County that resulted in moving 186 apartment units from Phase IV back to Phase III. The 186 unit project known as Valencia and has been under construction throughout 2011 and first occupancies will occur the last week of September. Project completion is anticipated in December when all units will be available for rent.

Gale Ranch Phase IV

- The Final Development Plan and Vesting Tentative Map for Gale Ranch Phase IV was approved in January 2005. Phase IV will contain 347 moderate-income rental apartments and 101 low/very low rental apartments. Construction is planned to occur sometime between 2014 and 2016.
- The original Final Development Plan and Vesting Tentative Map for Gale Ranch Phase IV were approved in January 2005. This original Phase 4 approval contained 233 moderate-income rental apartments and 186 low/very low rental apartments. However, due to a request by the school district to move the Gale Ranch Middle School to a portion of a Phase 3 apartment site some 215 apartments were moved into Phase IV. In 2008 a new FDP and VTM was filed and approved with the county revising portions of Phase 2, 3 and 4. As a result of this new FDP 186 affordable apartments were moved from Phase 4 back into Phase 3 on to a site just east of Quail Run Elementary School. Construction on these units will start in 2012. These units will be available for occupancy in 2014.
- In February of 2012 the Contra Costa County Zoning Administrator approved yet another revised Final Development Plan modification. This revised FDP called for the remaining 448 affordable units to be built as “age restricted Senior Apartments”. The first 264 senior affordable apartments started construction in 2016 and are now occupied.

4.A. Development Agreement:

Section 3.3 (d) Designation of Preferred Water Provider.

“In consequence of the court-sanctioned EBMUD Settlement Agreement, Policy U-1 of the Specific Plan which identifies alternative water suppliers shall be interpreted and applied to the Gale Ranch development as follows: The Dublin San Ramon Services District (“DSRSD”) is the preferred water provider for the Gale Ranch Site (except for one or two school sites as provided in the EBMUD Settlement Agreement.) EBMUD is an alternative water provider, but only pursuant to the terms and conditions set forth in the EBMUD Settlement Agreement. Staff will support and diligently process an amendment which will incorporate such language into the Specific Plan.”

4.B. Developer Response (Year 2025):

- The 1996 General Plan Amendment and Specific Plan Amendment (Windemere Phase I/Gale Ranch Phase 2) revised the Specific Plan to designate the Dublin San Ramon Service District as the preferred water provider for the balance of Dougherty Valley.
- Page 9-2 of the Dougherty Valley Specific Plan, November 1996 states: “The Dublin San Ramon Services District (DSRSD) is to be the preferred provider of potable water for Dougherty Valley under this Specific Plan.”

5.A. Development Agreement:

Section 3.3 (e) Design Program for Dougherty Valley Village Center.

“Paragraphs 2, 3(a) and 3(b) of the NGO Settlement Agreement require certain actions to be taken with respect to the design of Gale Ranch, including participation in the development of a design program for the “Village Center” of the Dougherty Valley and provision of approximately forty (40) acres of additional open space (provided that such reconfiguration is physically feasible and permitted by law). Any obligation of Developer or County under such provisions of the NGO Settlement Agreement shall be satisfied in connection with any tentative map covering the area of the Gale Ranch Site affected by such obligation, which tentative map will be approved together with any necessary general plan amendment, specific plan amendment or rezoning.”

5.B. Developer Response (Year 2025):

- A Master Plan for the Village Center was submitted by Shapell and Windemere with the 1996 Specific Plan amendment. A Condition of Approval attached to the 1996 entitlements requires a revision to the Master Plan prior to the issuance of the first building permit in the Village Center.
- The County Planning Commission reviewed and approved the Village Center design proposed by Windemere, Shapell and the County in December 2003. Construction is complete on the community center, police substation and library. The buildings for Phase 1 of the campus of the Contra Costa Community College District were completed in 2006. In 2009 the Service Center was accepted and occupied by the City of San Ramon.

6.A. Development Agreement:

Section 3.3 (f) Coordination of On-Site Improvements.

“County shall require that access or right-of-way for those certain roadway improvements described on Exhibit B, attached hereto and incorporated herein by reference, as roadway segments W-1 and W-2, offered for dedication as and at the times provided in the conditions to the PDP; provided, however, that if the Windemere project generates the need for access or right-of-way for roadway segments W-1 and/or W-2, prior to the time such access or right-of-way is required for the Gale Ranch, then County shall ensure that the provision of such access or right-of-way is subject to the following: In order to accommodate Windemere’s development schedule, Windemere may elect to assume responsibility for constructing, without reimbursement from Shapell, roadway segments W-1 and/or W-2 in which case Shapell shall dedicate or offer to dedicate, as required by County, the necessary access or right of way to County upon satisfaction of the following conditions: (a) Shapell will have reasonably reviewed and approved Bollinger Canyon Road’s horizontal and vertical alignment, grading and improvement plans; (b) Windemere shall have provided to Shapell improvement agreements deemed acceptable by County and executed by all parties, together with completion and payment bonds so that the improvements shall be duly completed and no liens shall remain on Shapell’s property; and (c) Windemere shall have procured a policy of Comprehensive General Liability Insurance in an amount and from an insurance company reasonably satisfactory to County naming Shapell as an additional insured. Shapell shall have the right but not the obligation reasonably to designate the source of cut/fill dirt (from the Gale Ranch Site) which shall be used to the extent needed for roadway segments W-1 and/or W-2.”

6.B. Developer Response (Year 2025):

- Shapell and Windemere have coordinated the extension of Bollinger Canyon Road at the southern limit of the project and the extension of Bollinger Canyon Road from existing Dougherty Road to the Windemere boundary. Both sections of Bollinger Canyon Road are complete.

7.A. Development Agreement:

Section 3.3 (g) Danville/San Ramon/County Traffic Mitigation

“(1) Certain traffic improvements within the County, San Ramon and Danville are or may be required to accommodate development under the Specific Plan (the “Project Traffic Improvements”). The Project Traffic Improvements include (i) the on-site traffic improvements described in the Specific Plan as the “Internal Circulation System” (the “On-Site Traffic Improvements”), (ii) the off-site traffic improvements described on Exhibit C-1, attached hereto and incorporated herein by reference (the “Initial Project Traffic Improvements”) and (iii) certain additional off-site traffic improvements described on Exhibit C-2, attached hereto and incorporated herein by reference (the “Additional Project Traffic Improvements”). The Initial Project Traffic Improvements and the Additional Project Traffic Improvements are sometimes referred to collectively below as the “Off-Site Traffic Improvements.”

(2) Subject to the provisions of 3.3(g), Developer shall be responsible for the construction of the On-Site Traffic Improvements made necessary by the Gale Ranch.

(3) Developer shall pay to County a per-unit traffic impact fee (the “Traffic Impact Fee”) in the amount necessary, but no more than the amount necessary, to fund Developer’s fair share of the cost of construction of the Off-Site Traffic Improvements; provided however, that Windemere shall have responsibility for constructing roadway segments S-1 and S-2 as shown on Exhibit B to this Agreement. In calculating Developer’s and Windemere’s respective obligations for the construction and/or funding of the Off-Site Traffic Improvements, the costs of S-1, S-2 and W-3 shall be deducted from the aggregate total cost of the Off-Site Traffic Improvements and not considered in making such calculations. The amount of the Traffic Impact Fee shall be determined as set forth in subsection (4) below, and shall apply to residential units developed on the Gale Ranch Site. The Traffic Impact Fee applicable to a residential unit shall be paid when the building permit for such unit is issued. The County will retain responsibility for the issuance of building permits and collecting the fees notwithstanding the municipal annexation of any portion of the Gale Ranch.

(4) The amount of the Traffic Impact Fee shall be determined within six (6) months following County’s approval of this Agreement, but no later than the date upon which the County first approves a tentative subdivision map showing individual residential lots for any portion of the Dougherty Valley (other than for the Country Club Site), in the following manner: County, Developer, Windemere and, as required by the San Ramon Settlement Agreement, representatives of Danville and San Ramon, shall meet and confer in good faith to determine (i) the estimated reasonable cost of the Off-Site Traffic Improvements and (ii) the respective proportions of such cost that fairly should be borne by Shapell and Windemere, (taking into account, among other things, development planned for the Country Club Site and the fees being paid by Shapell with respect thereto) and other projects or parties, if any, contribution to the need for such improvements and to whom the Traffic Impact Fee will apply. In making such determinations, and establishing

the amount of the Traffic Impact Fee, it shall be recognized that (a) Developer's pro rata contribution to the traffic improvements described on Exhibit C-3, attached hereto and incorporated herein by reference, shall be no more than is specified in, and shall be paid as described in, Exhibit C-3; and (b) Developer and Windemere shall, taken together, be responsible for the entire cost of the Initial Project Traffic Improvements as set forth in the San Ramon Settlement Agreement (although each shall be responsible only for its fair share of the cost of such improvements). The costs and proportions so determined and agreed upon by County and Developer shall be reflected, as appropriate, in the Traffic Impact Fee. The amount of the Traffic Impact Fee shall be adjusted annually in accordance with the construction cost index published in the Engineering News Record.

(5) County shall enter into such agreements with San Ramon and Danville as may be necessary or appropriate to establish a joint exercise of powers agreement ("JEPA"), or some other program or mechanism, to provide for (i) the collection of traffic impact fees from development projects in San Ramon, Danville and Contra Costa County and within the boundary of the JEPA or other program or mechanism that will contribute to the need for the Additional Project Traffic Improvements, which fees shall be in amounts consistent with the determinations made under Subsection (4) above, (ii) the establishment of an account of accounts (the "Local TIF Account") to hold Traffic Impact Fees collected from Developer and Windemere, and traffic impact fees collected from the developers of other projects that will contribute to the need for the Additional Project Traffic Improvements (collectively, the "Local TIF Funds"), and (iii) the transfer to San Ramon, Danville and County of Local TIF Funds attributable to the Off-Site Traffic Improvements to be developed within those jurisdictions (the "Local TIF Program").

(6) The timing of when an Off-Site Traffic Improvement is needed is determined by Measure C and by any conditions of approval for subsequent subdivision maps. If the Local TIF Program has not received sufficient developer fees to fund an improvement when it is needed, then Developer will fund the difference, or construct the improvement, to ensure the improvement is built on time. In such case, Developer shall enter into a reimbursement agreement with County to credit or reimburse Developer the eligible construction costs that were advanced to build the project. Any credit so provided shall be applied in full against the Traffic Impact Fee for each residential unit that receives a building permit following completion of the Off-Site Traffic Improvement by Developer (rather than pro rata against the Traffic Impact Fee for all remaining residential units in the Project) until such time as the full credit has been provided.

(7) County shall reimburse Developer, that portion of the costs to be incurred by Developer in connection with the funding or construction of the On-Site Traffic Improvements and the Off-Site Traffic Improvements that represents the extent to which such traffic improvements will serve traffic generated by projects that are developed pursuant to general plan amendments approved *on or after the Effective Date*.

(8) To the extent that any Project Traffic Improvement funded or constructed by Developer is included on a project list under any Measure C Action Plan or CMP Deficiency Plan, and provided such transportation improvement has sufficient priority under such Action Plan or Deficiency Plan, Developer shall receive a credit against, or reimbursement from, any regional traffic fee imposed upon Developer under Sections 3.3(g)(11) and 3.3(j) of this Agreement.

(9) Some portion of the Traffic Impact Fee may be allocated to and collected from commercial development (on a per-square-foot basis) to occur as part of Gale Ranch, provided, however, that the total amount of Traffic Impact Fee to be collected from residential development to occur as part of Gale Ranch (as determined above) shall be reduced by the amount of funds to be so collected from commercial development.

(10) County shall make its final determination of compliance with the standards of the Growth Management Element of the General Plan relating to traffic in conjunction with the review and approval of tentative subdivision maps.

(11) County shall not impose on Developer any fee or other obligation with respect to roads or traffic impacts other than as set forth in this Agreement, Section 4.4 of the San Ramon Settlement Agreement (relating to assurance of compliance with traffic service objectives), Paragraph 1 of the Walnut Creek Settlement Agreement or Paragraph 1 of the Pleasanton Settlement Agreement (relating to Developer's payment of fees to Pleasanton). Notwithstanding the foregoing, nothing in this Agreement shall prevent the County from (i) applying to the Gale Ranch to any tentative maps any sub regional traffic impact fee required by Measure C (1988) and adopted and applied consistently and on a uniform basis throughout the Tri-Valley sub region by each of the seven jurisdictions that are now signatories to the Tri-Valley Transportation Council joint powers authority which is adopted prior to the vesting date of any tentative map (provided, however, that County shall provide to Developer a credit against any such fee for traffic improvements constructed and/or funded by Developer under this Agreement or the Settlement Agreement) or (ii) imposing on the Gale Ranch reasonable requirements for the funding or construction of additional minor traffic improvements made necessary by Gale Ranch and identified through CEQA review of individual tentative map applications for Gale Ranch, or (iii) imposing on the Gale Ranch a sub regional traffic fee developed by the JEPA identified in Section 3.3(g)(5) to satisfy Measure C requirements and for the sole purpose of funding a fair share contribution of the Alcosta ramp realignment project at I-680 and the auxiliary lanes project on I-680 between Bollinger Canyon Road and Diablo Road."

7.B. Developer Response (Year 2025):

- Shapell Industries has satisfied this obligation by initiating and participating in the formation of the South Contra Costa (“SCC”) Area of Benefit Fee. All traffic mitigation and roadway improvements cited in the Development Agreement were included in this comprehensive sub-regional fee program. A Joint Exercise of Powers Authority (“JEPA”) formed by the County, the Town of Danville and the City of San Ramon administers the SCC fee program. Shapell pays the SCC fee of \$9,306.00 at the time of building permit issuance. This fee reflects cost of living adjustments to date.

8.A. Development Agreement:

Section 3.3 (h) Pleasanton Traffic Mitigation.

“Separate and apart from the Traffic Impact fee, Developer shall pay to County \$150 for each residential unit developed on the Gale Ranch Site pursuant to the Project Approvals (“Pleasanton Traffic Fees”). The Pleasanton Traffic Fees will be collected by County upon its issuance of the building permit for each such unit and delivered to Pleasanton for the mitigation of traffic impacts on roadways located in its jurisdiction. If for any reason San Ramon assumes the responsibility for issuing building permits for the Project (although the parties anticipate that County will retain responsibility for the issuance of building permits notwithstanding the municipal annexation of any portion of the Gale Ranch), San Ramon shall collect and deliver the Pleasanton Traffic Fees as set forth above. As provided in Paragraph 5(b) of the Pleasanton Settlement Agreement, Developer’s obligations pursuant to this Section 3.3(h) and Paragraph 1 of the Pleasanton Settlement Agreement shall cease in the event that Pleasanton files any legal action challenging any use or approval or any modification to any use or approval relating to Dougherty Valley.”

8.B. Developer Response (Year 2025):

- The Pleasanton Traffic Mitigation Fee of \$150.00 per unit is paid to the County at the issuance of each building permit in Gale Ranch Phase II. Project residential is complete and all building permits have been issued. Fee is no longer applicable.

9.A. Development Agreement:

Section 3.3 (i) Dublin Traffic Mitigation.

“County and Developer shall work with the City of Dublin to establish a mutually acceptable fee to account for the cost of mitigating the traffic-related impacts of the Project on roadways located in the City of Dublin net of the cost of mitigating the traffic-related impacts of development projected to occur within the City of Dublin (including, without limitation, the East Dublin project) on the On-Site and Off-Site Traffic Improvements, if any. If County, Developer and the City of Dublin are unable to arrive at a mutually acceptable fee within six (6) months following the Effective Date, then County and Developer may themselves determine the amount of such fee, provided, however, that such six-month period shall be extended for a period of time equal to the period of any undue delay caused by Developer or County in establishing the amount of such fee. Any fee imposed on the Project pursuant to this Section 3.3(i) shall be approved by the Board of Supervisors and, except as otherwise agreed by County and Developer, remain fixed throughout the term of this Agreement; provided, however, that such fee may be subject to escalation in accordance with the “Construction Cost Index” published in Engineering News Record. Such fee, if any, shall be paid upon the issuance of the building permit for each residential unit in the Project and delivered to Dublin for the mitigation of traffic impacts on roadways in its jurisdiction. If for any reason San Ramon assumes the responsibility for issuing building permits for the Project (although the parties anticipate that County will retain responsibility for the issuance of building permits notwithstanding the municipal annexation of any portion of the Gale Ranch), San Ramon shall collect and deliver the fees to Dublin as set forth above. If any regional traffic fee is established and required to be paid by Developer under Section 3.3(g)(11) of this agreement and such regional traffic fee provides funding for those improvements in Dublin included in calculating the amount of the traffic fee to be paid to Dublin as set forth in this Section 3.3(i), then with respect to any residential unit upon which such regional traffic fee is imposed, Developer shall be relieved of its obligation to pay such portion of the fee described in this Section 3.3(i) that is attributable to those improvements in Dublin that are funded by such regional fee.”

9.B. Development Response (Year 2025):

- In June, 2000 the County Board of Supervisors approved a per dwelling unit fee to mitigate impacts of Dougherty Valley Development on the City of Dublin. Shapell paid the “Dublin Fee” of \$3,332.00. Also, Phase 1 of Gale Ranch paid a smaller “placeholder” fee of \$245.00 with each building permit. Project residential is complete and all building permits have been issued. Fee is no longer applicable.

10.A. Development Agreement:

Section 3.3 (j) Walnut Creek Traffic Mitigation.

“Notwithstanding any other provision contained herein, all future tentative subdivision maps covering the Gale Ranch Site shall be subject to all standards and requirements adopted by the County pursuant to Measure C (1988), including but not limited to the Tri-Valley Action Plan or fees adopted thereunder, and all standards and requirements adopted pursuant to Title 7, Division 1, Chapter 2.5 of the Government Code (Section 65080 et seq.), including but not limited to all congestion management plans and deficiency plans adopted thereunder, provided that (a) such standards and requirements are designed to mitigate congestion on the Interstate 680/Highway 24 interchange or streets within Walnut Creek, (b) are applied to all other major residential projects within the member jurisdictions of SWAT, TRANSPAC, and TRANSPLAN, and (c) are imposed by the County or City only to the extent of the project’s impacts on the interchange or streets within Walnut Creek. Neither the foregoing provision nor any other provision of this Agreement (other than the subsection of this Agreement relating to Traffic-Based reductions in permitted development (Section 4.1) shall limit the authority of the County to apply the standards and requirements described above adopted pursuant to Measure C (1988), including but not limited to any Action plan or fees.”

10.B. Developer Response (Year 2025):

- Shapell pays the current SCC Regional Fee of \$1,877.00 at the time of building permit issuance. Of this total, \$942.00 is contributed to the “Walnut Creek Traffic Fee”. Project residential is complete and all building permits have been issued. Fee is no longer applicable.

11.A. Development Agreement:

Section 3.3 (k) Dougherty Road Improvements.

“County shall not require, as a condition to any Planning Action or Subsequent Approval or in any other manner, that Developer construct or cause to be constructed a realigned Dougherty Road, as shown in the Specific Plan and Preliminary Development Plan, prior to 10 years from the effective date of this Agreement. Prior to County imposing any requirement involving a realigned Dougherty Road, County may require, as a condition to a Subsequent Approval, that Developer improve existing Dougherty Road in a manner acceptable to County.”

11.B. Developer Response (Year 2025):

- In early 2005 Shapell opened RA 1157 to public traffic. This roadway connects Bollinger Canyon Road at the southern portion of the project to Stoneleaf Road in Gale Ranch Phase III. This roadway is in the approximate location of the former Dougherty Road and provides an alternative to Bollinger Canyon Road through Windemere to motorists who may want an alternative north-south connection through the Dougherty Valley.

12.A. Development Agreement:

Section 3.3 (l) Mitigation Monitoring

“Developer shall fund development and operation of a system (the “Permit Tracking System”) to monitor compliance with the requirements of the San Ramon Settlement Agreement regarding the provision of certain capital facilities, compliance with mitigation measures in the Dougherty Valley EIR, and compliance with project conditions, through the payment of a fee not to exceed \$100 per residential unit developed on the Gale Ranch Site, payable at recordation of the final map encompassing such unit. Developer shall, at the time services are performed, pay the County staff costs of carrying out the County’s Mitigation Monitoring Program, as adopted by the Board on the First Approval Date, and as it may be amended for the purposes of compliance with CEQA, which are attributable to development of the Gale Ranch Site, on a time and materials basis, and shall pay the reasonable costs of consultants as necessary to implement the Mitigation Monitoring Program.”

12.B. Developer Response (Year 2025):

- Shapell pays \$100 per residential unit fee with issuance of each residential building permit. Project residential is complete and all building permits have been issued. Fee is no longer applicable.
- Shapell pays the reasonable costs of staff and consultants to implement the Mitigation Monitoring Program.

13.A. Development Agreement:

Section 3.3 (m) Establishment of County Service Area.

“(1) County and Developer shall cooperate in (I) the formation, as soon as reasonably practicable but in any event prior to filing of the first final subdivision map in the Dougherty Valley, of a County Service Area or other financing entity to receive certain funds and provide certain services, including the operation and maintenance of facilities and infrastructure, as described in Section 3.3 of the San Ramon Settlement Agreement and (ii) the establishment, as soon as reasonably practicable but in any event prior to filing of the first final subdivision map in the Dougherty Valley, of a mechanism and adequate to fund the provision of such services as described in Section 3.3 of the San Ramon Settlement Agreement.

(2) As described in Section 3.4 of the San Ramon Settlement Agreement, to ensure that the Community Center, Senior Center, Library, Corporation Yard and Police Substation described in the Specific Plan will be constructed on a timely basis and made available to Dougherty Valley residents at the appropriate time, County shall (except to the extent some other method for the financing or provision of such facilities is requested or established by Developer or Windemere, as appropriate) assess against residential units to be developed in the Dougherty Valley a fee, special tax or assessment in an amount sufficient to fund Developer’s and Windemere’s obligation to contribute to the cost of such facilities (the “Facilities Fee”). Funds so collected will be held in a separate account and made available to Developer and Windemere, as appropriate, for the construction of such facilities. The precise form, timing, and amount of such fee, tax, or assessment shall be in accordance with the terms and provisions of Exhibit D attached hereto.”

13.B. Developer Response (Year 2025):

- The Dougherty Valley County Service Area (CSA M-29) was approved by Contra Costa LAFCO in March 1996. The CSA M-29 is perpetually funded through a tax election held in February 1998. The County automatically adds the CSA tax to each individual parcel in Dougherty Valley shortly after the building permit is issued.
- The only on-going activity required by Shapell is to participate with the County and City of San Ramon to prepare an annual CSA budget and review reimbursement invoices. To date, the County has reimbursed the City for expenditures completing FY08-09. A permanent reimbursement agreement was negotiated and executed by the City of San Ramon, Town of Danville, and Contra Costa County in 2005. All reimbursements are up to date.

**COUNTRY CLUB AT GALE RANCH “THE BRIDGES AT GALE RANCH”
DEVELOPMENT AGREEMENT**

The Development Agreement Between County of Contra Costa and Shapell Industries, Inc. Relating to the Development Commonly Known as Country Club at Gale Ranch, effective January 11, 1995 states in Section 8.2 the requirement that the Developer provide an annual report demonstrating the “good-faith compliance” with the terms of the agreement. The specific obligation of the Developer and County are described in Section 3 of the Agreement.

A. REQUIREMENTS

1.A. Development Agreement:

Section 3.1 Obligations of Developer and County.

Section 3.1. (a) Generally:

The Parties acknowledge and agree that County's agreement to perform and abide by the covenants and obligations of County set forth herein is material consideration for Developer's agreement to perform and abide by the covenants and obligations of Developer set forth herein."

Section 3.1. (b) Conditions to Current Approvals:

"Except as otherwise specifically agreed to by County, Developer shall comply with all conditions to the Current Approvals."

1.B. Developer Response (Year 2025):

- To the best of our knowledge, Shapell Industries has complied with all original or revised conditions of approvals attached to "The Country Club at Gale Ranch" Project, ("The Bridges at Gale Ranch").

2.A. Development Agreement:

Section 3.1. (c) Capital Facilities Fee.

“Certain facilities are identified in the Settlement Agreement as being necessary to serve development in the Dougherty Valley. These facilities include a fire station or stations, police or sheriff’s substation, a community center, a senior center, a library and a corporation yard (each, individually, a “Capital Facility” and collectively the “Capital Facilities”). Developer shall pay a fee of \$1,000 per residential unit developed on the County Club at Gale Ranch Site, payable to County at building permit issuance, for the purpose of funding construction of the Capital Facilities (“the “Capital Facilities Fee”). The Capital facilities Fees so collected shall be held by County in a separate account and made available to developer, with interest paid at the rate received by County on its investments, for the construction of the Capital Facilities. The Capital Facilities Fee shall be adjusted annually in accordance with the construction cost index for the San Francisco Bay Area 91994+100) published in the Engineering News Record. This Section 3.1 (c) constitutes compliance with section 3.4 of the Settlement Agreement with regard to County Club at Gale Ranch. Developer’s compliance with this Section 3.1 (c) shall constitute compliance with Condition 122 of the Project Conditions. Developer shall have no obligation relating to Country Club at Gale Ranch and the construction of the Capital Facilities other than as described in this Section 3.1 (c).”

2.B. Developer Response (Year 2025):

- The Capital Facilities Fee, currently designated as the “Community Facilities Fee” is paid at issuance of every residential building permit. The current fee amount is \$2,734.45. Project residential is complete and all building permits have been issued. Fee is no longer applicable.

3.A. Development Agreement:

Section 3.1. (d) Parks Fee.

“Developer shall improve and dedicate 9.9 acres of parkland as shown on the Vesting Tentative Map and as modified by the Project Conditions. In addition, beginning with the 545th residential unit developed on the County Club at Gale Ranch Site, Developer shall pay to County a fee of \$5,446 per unit (The “Parks Fee”), payable at building permit issuance. The Parks Fees paid by Developer shall be kept by County in a separate account. The Parks Fee shall be adjusted annually in accordance with the construction cost index for the San Francisco Bay Area (1994=100) published in the Engineering News Record. If Developer dedicates 12.2 acres of parkland in addition to the 9.9 acres described immediately above (such 12.2 acres constituting the “Additional Parkland”), improved in a manner comparable to the parkland developed on the County Club at Gale Ranch Site, Developer shall receive a refund, with interest paid at the rate received by County on its investments, of all Parks Fees paid. If Developer so improves and dedicates a portion of the Additional Parkland, Developer shall receive a refund, with interest paid at the rate received by County on its investments, of the Parks Fees paid, proportional to the number of acres so improved and dedicated. Any Parks Fees to which Developer is not entitled to a refund within seven years of first payment of a Parks Fee may be spent by County (or, in the event that the County Club at Gale Ranch Site has been annexed to San Ramon, San Ramon) for the purpose of providing parkland to serve County Club at Gale Ranch. Developer’s compliance with the section 3.1 (d) shall constitute compliance with Condition 51 of the Project Conditions and the applicable provision of the Settlement Agreement regarding the dedication and improvement of parkland. Developer shall have no obligation relating to Country Club at Gale Ranch and the provision of parkland other than as described in this Section 3.1 (d).”

3.B. Developer Response (Year 2025):

- Gale Ranch Phase I. Construction of all parks in Phase I are complete and the parks are operational. Coyote Crossing Park, East Park, Windy Hills Park, Coyote Creek School and Windy Hills addition provide 21.56 acres total of constructed park.
- Gale Ranch Phase II. Construction of the Hidden Crest, Monarch, Valley View, Bark and Ride and Creekside Park parks are complete and accepted. This brings the total of completed park acreage for Phase II to 30.50 acres.
- Gale Ranch Phase III. Construction of Gale Ranch Middle School Park and Quail Run Elementary, Mosaic Park and Overlook Park totaling 14.40 acres is complete. This brings the cumulative for Gale I, Gale II and Gale III to 66.50 acres (see Table L). Rose Glen Park revised concept plan went before Park Commission and was approved. City has approved renaming park to Critter Crossroad Park and construction started summer 2021. Work anticipated to be complete December 2025.

Table M

PARK COMPLETION STATUS

<u>Construction Complete</u>			
	<u>Park Name</u>	<u>Acreage</u>	<u>Completion Date</u>
Gale I	Coyote Crossing Park	11.76	COMPLETE
	East Park	0.82	COMPLETE
	Windy Hills Park	1.19	COMPLETE
	Coyote Creek School Park	3.68	COMPLETE
	Windy Hills Park Addition	0.18	COMPLETE
	Gale I Total	17.63	COMPLETE
Gale II	Hidden Crest Park (PA 0003)	2.07	COMPLETE
	Monarch Park (PA 0008)	6.34	COMPLETE
	Creekside Park (PA 0010)	5.97	COMPLETE
	Valley View Park (PA 0009)	10.02	COMPLETE
	« Bark and Ride » (PA 0040)	6.10	COMPLETE
	Gale II Total	30.50	COMPLETE
Gale III	Quail Run Elementary	6.40	COMPLETE
	Gale Ranch Middle School	6.20	COMPLETE
	Overlook Park (PA 0019)	0.10	COMPLETE
	Mosaic Community Park (PA 0021)	1.74	COMPLETE
	Hummingbird Playground (PA 0041)	0.4	COMPLETE
	Gale III Total	14.44	COMPLETE
Gale IV	Rancho San Ramon Community Park Phase I	23.27	COMPLETE
	Total Complete	90.7	
<u>Future Construction</u>			
	<u>Park Name</u>	<u>Acreage</u>	<u>First Completion</u>
	Mosaic Linear Park	2.10	Complete
	Critter Crossroad Park (PA 0018)	8.44	2025
	Gale III Total	10.54	
Gale IV	Ranch San Ramon Community Park Phase II	7.83	2026
	Bella Vista School Park	2.61	Complete
	Linear Park (Pod 6)	1.21	Complete
	Gale IV Total	11.65	
	Future Construction acreages are taken from the Gale 2, 3 and 4 FDP, VTM dated August 30, 2013		

4.A. Development Agreement:

Section 3.1. (e) Affordable Housing.

“Developer shall, in connection with its development of Country Club at Gale Ranch, implement the terms and provisions of the Affordable Housing Program updated and adopted by the Board on March 24, 1994, as such Affordable Housing Program notwithstanding any County regulations to the contrary, may be amended from time to time, by mutual agreement of the Parties, regarding its application to the County Club at Gale Ranch Site (the “Affordable Housing Program”).”

4.B. Developer Response (Year 2025):

- To the best of our knowledge, Shapell is in conformance with the terms and provisions of the Affordable Housing Program. See the DVAHP Compliance Report for additional information

.5.A. Development Agreement:

Section 3.1. (f) Traffic Impact Mitigation.

“Developer’s obligations regarding traffic impact mitigation shall be limited to those established by the Project Conditions and County shall impose no additional traffic impact fee or mitigation of any kind. Developer’s compliance with the Project Conditions relating to traffic impact mitigation constitutes compliance with the requirements of the Settlement Agreement regarding traffic impact mitigation for the County Club at Gale Ranch. All funds paid by Developer to County for traffic impact mitigation pursuant to the Project Conditions may be spent by County only for the specific purposes for which collected.”

5.B. Developer Response (Year 2025):

- The Conditions of Approval for The County Club at Gale Ranch (“The Bridges at Gale Ranch”) specify the amount and allocation of the traffic fees collected. All fees are paid at issuance of individual building permits. The current fee amount, adjusted for inflation, is \$9,341.00 per single-family dwelling unit. Project residential is complete and all building permits have been issued. Fee is no longer applicable.

6.A. Development Agreement:

Section 3.1 (g) County Regional Enhancement Contribution.

“Developer shall pay to County a contribution of \$1,000 per residential unit (the “County Regional Enhancement Contribution”), payable at building permit issuance, which, regardless of any annexation and notwithstanding any other provision of this Agreement, County, and not any annexing city, shall receive and spend for one or any number of the following purposes and in those locations determined by the Board: transit improvements, other transportation improvements, assistance with the provision of affordable housing, and economic development activities. The County Regional Enhancement Contribution shall be adjusted annually in accordance with the construction cost index for the San Francisco Bay Area (1994=100) published in the Engineering News Record.”

6.B. Developer Response (Year 2025):

- The County Regional Enhancement Contribution is collected at the issuance of each residential building permit for The Bridges. The current fee, adjusted for inflation is \$1,877.00 per unit. Project is complete all building permits have been issued. Fee is no longer applicable. Project residential is complete and all building permits have been issued. Fee is no longer applicable.

7.A. Development Agreement:

Section 3.1 (h) Compliance Monitoring.

“Developer shall fund development and operation of a system (the “Permit Tracking System”) to monitor compliance with (I) the requirements of the Settlement Agreement regarding the provision of certain capital facilities, (ii) the mitigation measures in the County Club at Gale Ranch EIR, and (iii) the other Project Conditions, through the payment of a fee not to exceed \$100 per residential unit developed on the County Club at Gale Ranch Site, payable at recordation of the final map encompassing such unit (the “Permit Tracking System Fee”). Developer shall, at the time services are performed, pay the County staff costs of the County’s Mitigation Monitoring Program for Country Club at Gale Ranch as adopted by the board on December 20, 1994, and as it may hereafter be amended for the purposes of compliance with CEQA (the “Mitigation Monitoring Program”), on a time and materials basis and shall pay the reasonable costs of consultants as necessary to implement the Mitigation Monitoring Program.”

7.B. Developer Response (Year 2025):

- Shapell pays the \$100 per residential unit fee with issuance of each residential building permit. Project residential is complete and all building permits have been issued. Fee is no longer applicable.

8.A. Development Agreement:

Section 3.1 (I) County Service Area.

“As more fully described in Section 3.2. (b) Of this Agreement, Developer shall cooperate in establishment of a County Service Area or other financing entity necessary for the provision of services and operation and maintenance described in Section 3.2(b).”

8.B. Developer Response (Year 2025):

- County Service Area (CSA M-29) for the Dougherty Valley was formed by LAFCO in March 1996. CSA M-29 was funded by a tax election in February 1998. The pouring of a foundation triggers the addition of the CSA tax to each individual parcel

9.A. Development Agreement:

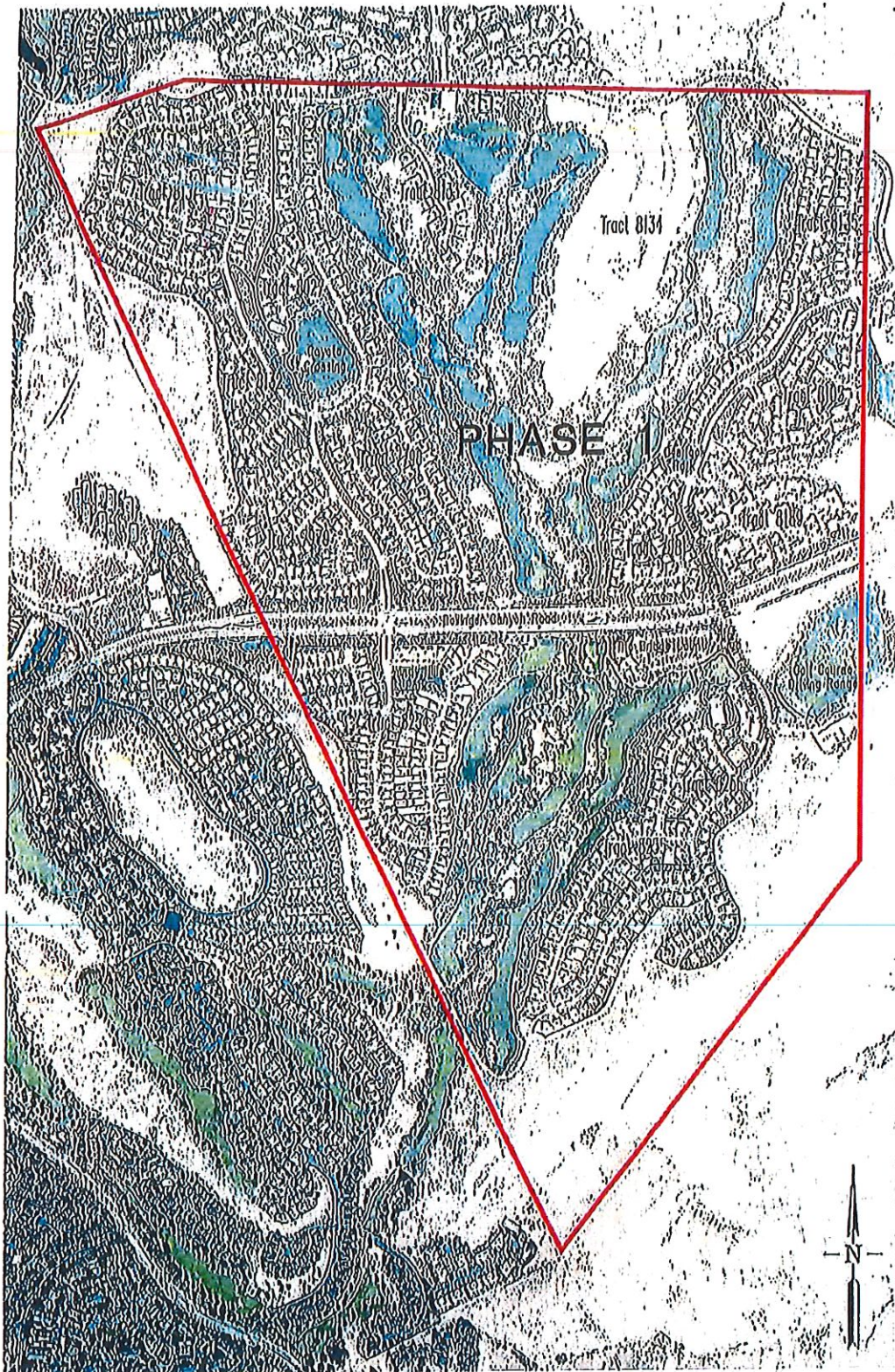
Section 3.1 (j) Construction of Improvements.

“Developer shall have the option of construction, rather than funding construction of, any of the public improvements related to Country Club at Gale Ranch including, but not limited to, all of the parkland described in Section 3.1 (d) of this Agreement, those portions of the Capital Facilities that have been established as Developer’s responsibility to provide, and the traffic impact mitigation improvements described in Section 3.1 (f) of this Agreement. Subject to the provisions of Sections 3.1 (c) and 3.1 (d) of this Agreement, if Developer has paid a fee or otherwise provided County with funds to finance construction of any such public improvement and Developer subsequently constructs such public improvement, County shall refund to the Developer, with interest paid at the rate received by County on its investments, the fees and other funds paid by County that are associated with the public.”

9. B. Developer Response (Year 2025):

- Shapell has constructed, or will construct all the public improvements, including public park land in the Project.

SUPPORTING DOCUMENTS



Lots with a building permit = 100% **The Communities at Gale Ranch**
(Gale Ranch Phase 1) Site Exhibit

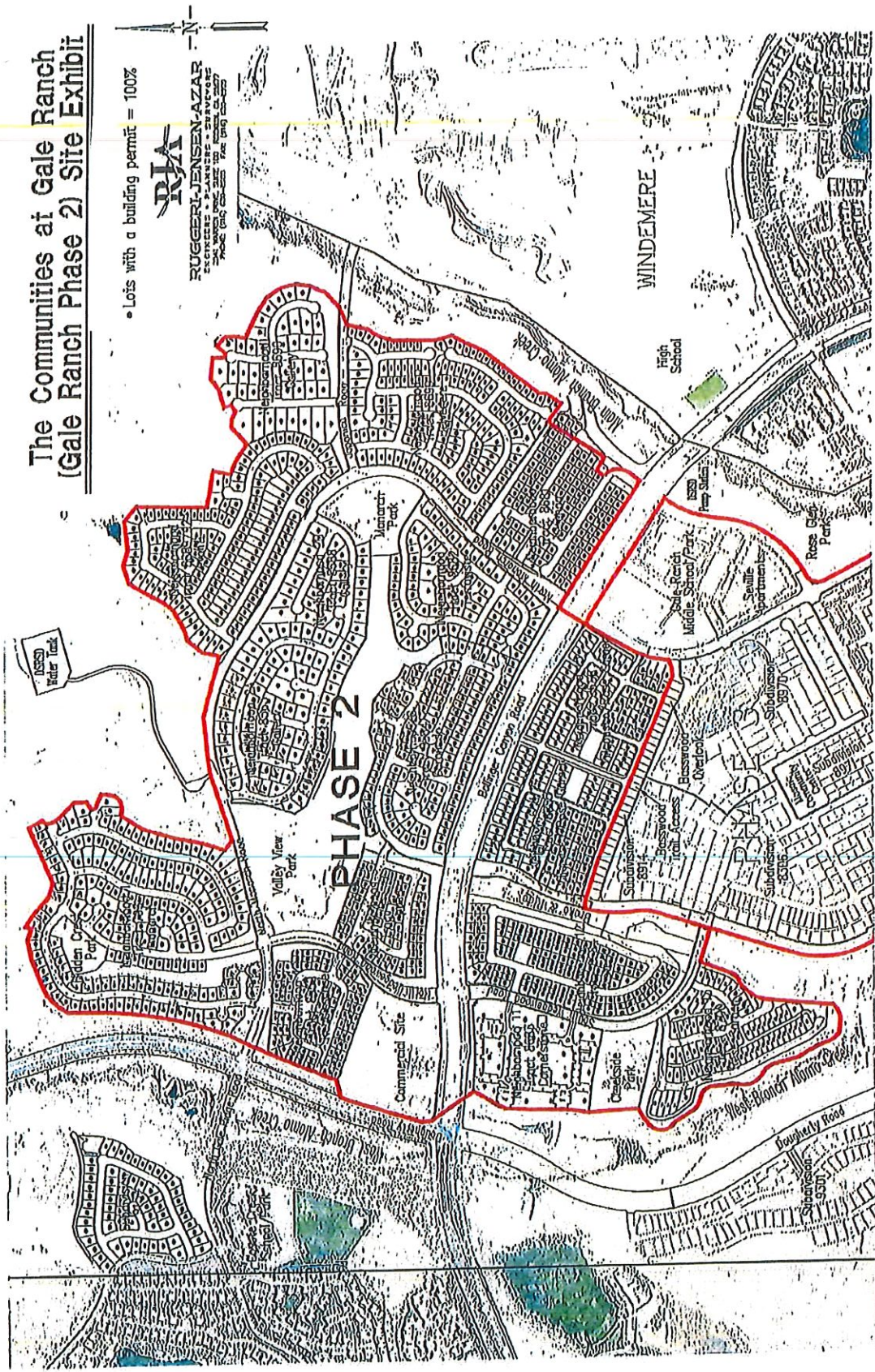
RJA
RUGGERI-JENSEN-AZAR
 ENGINEERS • PLANNERS • SURVEYORS
 2110 MARSH ROAD, SUITE 100, RICHMOND, CA 94804
 Phone: (415) 535-3300 Fax: (415) 535-3301

The Communities at Gale Ranch (Gale Ranch Phase 2) Site Exhibit

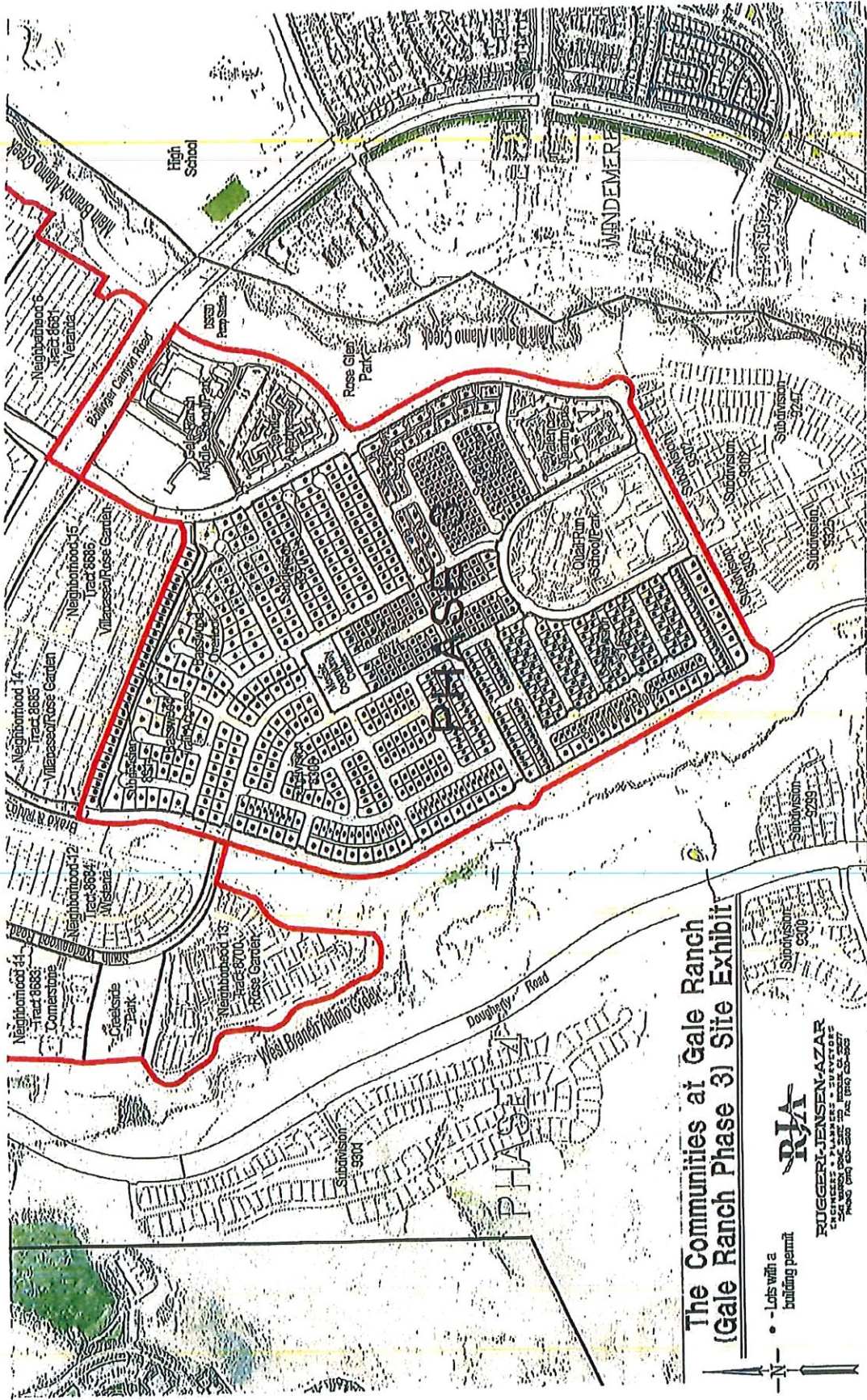
• Lots with a building permit = 100%



RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • DESIGNERS
10000 W. 10th Avenue, Suite 100, Denver, CO 80202
Phone: (303) 755-1000 Fax: (303) 755-1001



on the left side of the map, the area is labeled 'PHASE 2'.

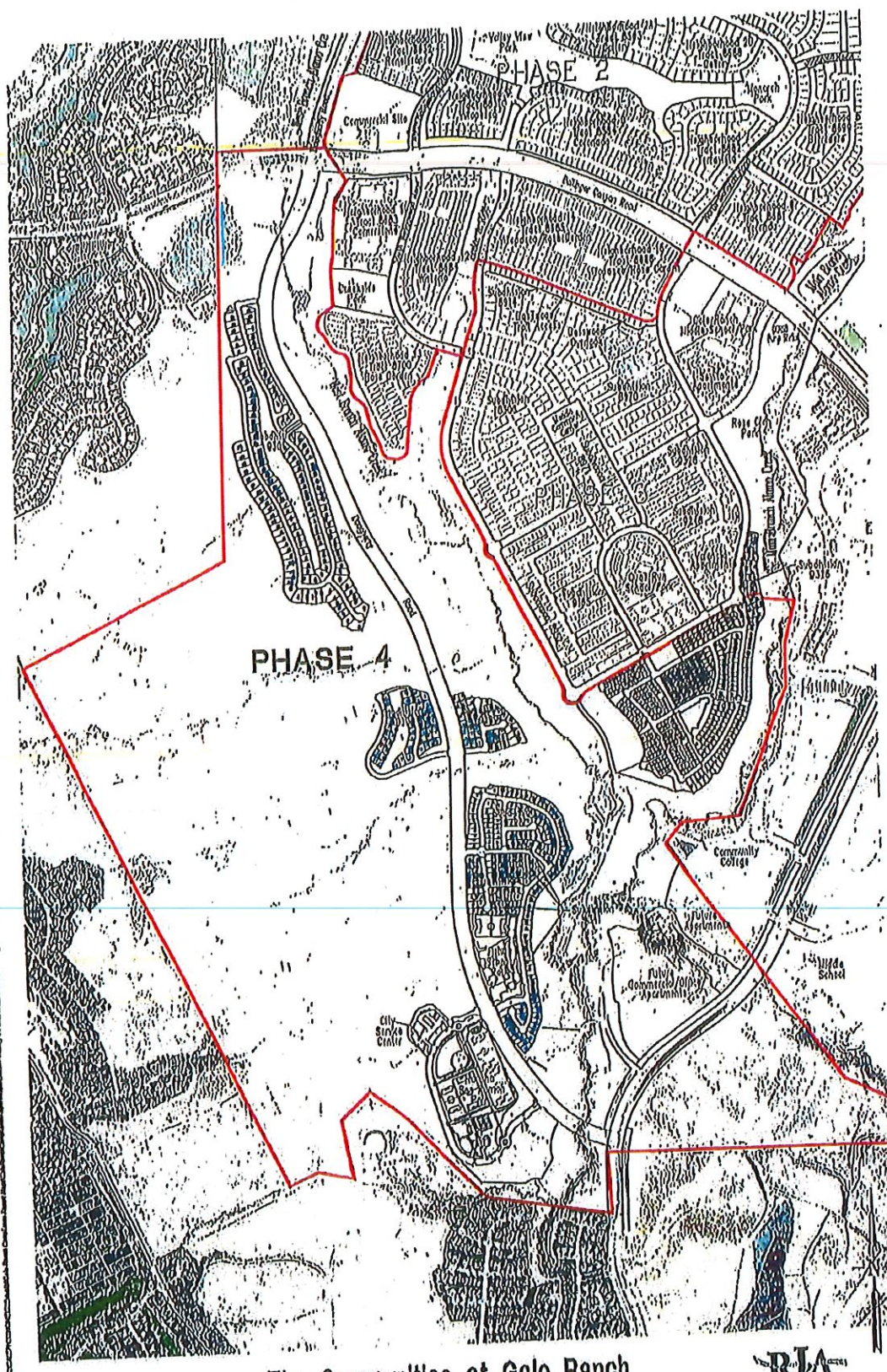


The Communities at Gale Ranch (Gale Ranch Phase 3) Site Exhibit

- Lots with a building permit



RUGGIERI-JENSEN-AZAR
1411 WEST 10TH STREET, SUITE 100
DENVER, CO 80202
PHONE (303) 455-5500 FAX (303) 455-5505



**The Communities at Gale Ranch
(Gale Ranch Phase 4) Site Exhibit**

RJA
RUGGERI-JENSEN-AZAR
 ENGINEERS • PLANNERS • SURVEYORS
 2111 MARSH DRIVE, SUITE 100, BOULDER, CO 80501
 PHONE (303) 440-1000 FAX (303) 440-1001