

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Housing and Community Improvement Division

No fee for recording pursuant to
Government Code Section 27383

DENSITY BONUS AND INCLUSIONARY HOUSING
DEVELOPER AGREEMENT
(Grayson Creek 1024 & 1026 Grayson Road, County File #CDS20-09531)

This Density Bonus and Inclusionary Housing Developer Agreement ("Agreement") is dated _____, 2026, and is between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the "County"), and Grayson Road JV, LP., a Delaware limited partnership ("Developer").

RECITALS

A. Developer owns that certain real property located in an unincorporated area of Contra Costa County on Grayson Road, in Pleasant Hill, that comprises approximately 3.05 acres, includes Assessor Parcel Numbers 166-030-001 and 166-030-002, and is more particularly described in Exhibit A (the "Property"). Developer desires to construct a residential project on the Property.

B. The residential development contemplated by Developer is referred to as "Grayson Creek" (the "Development") and has been designated as County File #CDS20-09531. The Development includes the construction of 10 new for-sale residential units on the Property, including one (1) five-bedroom Moderate Income Unit on Lot 1 (referred to interchangeably as the "Affordable Unit" and "Inclusionary Housing Unit"). In addition, the Development will include on-site and off-site improvements, removal of 97 trees, and more than 1,000 cubic yards of grading.

C. The Development is subject to Chapter 822-4 of the County's Ordinance Code (the "Inclusionary Housing Ordinance"), at the time the project was deemed complete on December 17, 2020, because the Development is a residential development of more than five units. The Development is also subject to Chapter 822-2 of the County's Ordinance Code (the "Density Bonus Ordinance") because the County's General Plan and Zoning Ordinance permit the construction of a maximum of 9 housing units on the Property, and the Developer has requested that the Development be permitted to exceed the maximum allowable density with 10 housing units.

D. Pursuant to Government Code section 65915 and the Density Bonus Ordinance, Developer has proposed to construct and sell one (1) Moderate Income Unit in exchange for a thirteen percent (13%) density bonus, parking ratios pursuant to Government Code 65915, and reductions in

development standards. The term “Moderate Income Unit” means a unit that is sold to, and affordable to, a Moderate Income Household. The terms “Affordable Unit” and the “Inclusionary Housing Unit” are used interchangeably herein to mean the Moderate Income Unit.

E. Developer submitted, and the County has approved, the inclusionary housing plan and request for density bonus attached hereto as Exhibit B, (the “Plan”). Under the Plan, Developer will construct and sell a total of one (1) Affordable Unit in the Development, as described in Section 8 below. The remaining units in the Development may be sold at market-rate and are not subject to the provisions of this Agreement. A concession to allow the developer to not complete frontage improvements; waiver of development standards to allow some parcels to be less than 15,000 square feet, allow lot widths than less than 100 feet, allow one parcel to have a lot depth less than 120 feet deep, allow a reduction to both front yard and side yard setback for all lots, and construct retaining walls, on all lots, with 0-foot setback.

F. On October 16, 2023, the Zoning Administrator approved a vesting tentative map for the subdivision of a 3.05-acre parcel into 10 lots, and a density bonus request pursuant to Government Code 65915. On October 23, 2023, a timely appeal to the Zoning Administrator’s decision was submitted. On January 10, 2024, the County Planning Commission upheld the appeal, overturning the Zoning Administrator’s approval of the project. On January 19, 2024, an appeal, on behalf of the applicant was submitted, appealing County Planning Commission’s denial of the project. On February 27, 2024, the County Board of Supervisors overturned the Planning Commission’s denial, approving the Development with a density bonus of 1 unit (the “Density Bonus”), waiver of certain development standards, and parking ratios pursuant to Government Code 65915. A copy of the permit, findings, and conditions of approval approved by the Board of Supervisors on February 27, 2024, is attached as Exhibit D. Approval of the Development is subject to the conditions of approval set forth in the Inclusionary Housing and Density Bonus section of the conditions of approval for the Development (County File # CDS20-09531) (the “Conditions of Approval”).

G. Pursuant to the Conditions of Approval, the Approval, the Inclusionary Housing Ordinance, the Density Bonus Ordinance, and Government Code section 65915, Developer is required to ensure that one (1) unit in the Development is affordable to and occupied by a Moderate-Income Household, for a minimum of 45 years. In addition, Developer is required to cause this Agreement to be signed and recorded against the Property prior to the issuance of a building permit for the Development.

H. The Developer is entering into this Agreement to fulfill the Conditions of Approval and to obtain rights to develop the Development. This Agreement shall be recorded against and shall run with the land of the development.

I. The County is entering into this Agreement in reliance on the Developer’s promise to meet the requirements of the Inclusionary Housing Ordinance, the Density Bonus Ordinance, the Plan, and the Conditions of Approval, by which the stock of affordable housing in the community will be increased during the term of this Agreement.

The parties therefore agree as follows:

AGREEMENT

1. Definitions. The following terms have the following meanings:
 - a. “Affordable Sales Price” means a sales price that does not exceed the price at which a Moderate Income Household can afford to purchase an Inclusionary Housing Unit.
 - i. For Moderate Income Households, the Affordable Sales Price is calculated to include a reasonable down payment and results in projected average monthly housing costs, including ownership housing costs, described in California Code of Regulations, Title 25, Section 6920, equal to one-twelfth (1/12th) of forty percent (40%) of one hundred ten percent (110%) of area median income adjusted for household size (six persons for a _ 5-bedroom unit.) The Affordable Sales Price will be calculated once annually by the County for the development at the request of the applicant/developer.
 - b. “Affordable Unit Parcel” refers to the property (Lot 1, as shown on the Parcel Map attached hereto as Exhibit E) where the Affordable Unit shall
 - c. “Conditions of Approval” means conditions of approval nos. 40-51 set forth in the Findings and Conditions of Approval for the Grayson Road Subdivision (County File # CSD20-09531).
 - d. “Government Code” means section 65915 of the California Government Code
 - e. “Inclusionary Housing Unit” refers to the affordable unit that is to be constructed pursuant to the County’s Inclusionary Housing Ordinance. This is the same unit as referred in this document as an “Affordable Unit”.
 - f. “Market Rate Lots” refers to Lots 2 through 10 on the Parcel Map, Exhibit E.
 - g. “Moderate Income Household” has the meaning set forth in the Inclusionary Housing Ordinance.
 - h. “Official Records” means official records of Contra Costa County.
 - i. “Resale Restrictions” means the Buyer’s Occupancy and Resale Restriction Agreement in the form attached as Exhibit D-D3.
2. General. This Agreement is subject to the terms set forth below and each of the exhibits to this Agreement, all of which are incorporated herein by reference.
3. Exhibits. The following exhibits are attached to this Agreement:

Exhibit A – Legal Description of Property
Exhibit B – Inclusionary Housing Plan/Density Bonus Request
Exhibit C – Income Certification Form
Exhibit D – Permit, Findings, and Conditions of Approval for Development
Exhibit D1- Form of Resale Restriction
Exhibit D2- Form of Promissory Note
Exhibit D3- Form of Deed of Trust
Exhibit E – Parcel Map
4. Satisfaction of Conditions of Approval. Developer shall execute this Agreement prior to issuance of the first building permit for the Development, or prior to the filing of the first final map for the Development, whichever occurs first. Developer shall cause this Agreement to be recorded against the Property prior to issuance of the first building permit for the Development, or prior to the issuance of the first final map for the Development, whichever occurs first. The Developer shall pay all fees and charges incurred in connection with any such recording. Execution, recordation, performance of and compliance with this Agreement constitutes

performance of conditions number 40 through 51 of the Conditions of Approval and is sufficient in that respect to permit the issuance of the first building permit for the Development, subject to satisfaction of all other applicable conditions and compliance with all provisions of the law. Notwithstanding the foregoing, the Conditions of Approval, including conditions number 40 through 51, are to remain applicable to the Development, survive any transfer of title to the Property (whether voluntary or the result of a trustee's sale, judicial foreclosure, or deed in lieu of foreclosure under or relating to any senior deed of trust or senior lien on the Property) or any assignment of Developer's interest in the Development, and remain in effect throughout the Term (as defined in Section 5 below) notwithstanding the subordination of this Agreement to any senior regulatory agreement recorded against the Property in connection with other financing on the Property. Developer acknowledges and agrees that, in addition to the Density Bonus, Developer has received significant incentives pursuant to Government Code section 65915.

5. Obligations Run with the Land; Release of Agreement – Market Rate Lots

- a. The parties expressly intend the covenants and restrictions set forth in this Agreement to run with the land and to bind all successors in title to the Property, provided, however, that on the expiration of this Agreement, such covenants and restriction will expire.
- b. Until the expiration of this Agreement, each and every contract, deed, or other instrument hereafter executed covering or conveying the Property, or any portion thereof, is to be held conclusively to have been executed, delivered, and accepted subject to the covenants and restrictions of this Agreement, regardless of whether such covenants and restrictions are set forth in such contract, deed or other instrument, unless the County expressly releases such conveyed portion of the Property from the requirements of this Agreement.
- c. Notwithstanding anything to the contrary in Section 5, subsections a and b, following the close of escrow for the first sale of the Affordable Unit Parcel following issuance of a certificate of occupancy for the Affordable Unit, the County's Director of Conservation and Development, or designee, will cause an instrument to be executed and recorded to remove and release this Agreement as an encumbrance to title for all Market Rate Lots. Thereafter, this Agreement shall remain an encumbrance to title of, and related restrictions and obligations of this Agreement shall remain in full force and effect as to, the Affordable Unit Parcel for the Term of this Agreement. The County shall cooperate fully with the Developer to effectuate the release of the Market Rate Lots in a timely manner once the Affordable Unit has closed.

6. Term. The term of this Agreement (the "Term") begins on the date set forth in the introductory paragraph and ends on the date that is forty-five (45) years after the date escrow closes on the initial sale of the Affordable Unit to a qualified and income-certified household meeting the applicable requirements of this Agreement and of County Ordinance Codes, section 822-4.410 and section 822-2 and of California Government Code 65915. County agrees to record a document acknowledging the termination of this Agreement following the expiration of the Term, but County's failure to record such document will not negate the automatic expiration and termination of this Agreement at the end of the Term.

7. Inclusionary Housing Unit Standards.
 - a. The Inclusionary Housing Unit shall be constructed in proportion to the construction of the market rate units. The parties agree that the phasing schedule for construction of the Inclusionary Unit will be as described in the Plan.
 - b. The Inclusionary Housing Unit must be dispersed throughout the Development. The parties agree that the Inclusionary Housing Unit will be located within the Development on Lot 1 as described in the Plan.
 - c. The Inclusionary Housing Unit must have access to all on-site amenities that are available to the market rate units.
 - d. The construction quality and exterior design of the Inclusionary Housing Unit must be comparable to the market rate units. However, the Inclusionary Housing Unit may be smaller in size, developed on smaller lots, and have alternative interior finishes, provided that all applicable requirements in Ordinance Code section 822-4.412 are satisfied.
 - e. The Inclusionary Housing Unit must be constructed and sold before or concurrently with the market rate units within the same Development.
 - f. The average number of bedrooms for the Inclusionary Housing Unit must be equivalent to the average number of bedrooms for market-rate units within the same Development.

8. Sale of Affordable Unit
 - a. In consideration of the subdivision approved by the Board of Supervisors on February 27, 2024, the Developer will sell the Affordable Unit, in a condition meeting the reasonable satisfaction of the County in accordance with this Agreement.
 - b. The Affordable Unit shall be made available for sale before or concurrently with the market rate units within the same Development.
 - c. The initial sale of the Affordable Unit must be at a price that does not exceed the Affordable Sales Price to a buyer that is a Moderate-Income Household.
 - d. The initial sale of an Affordable Unit may occur only to a household that meets the following criteria:
 - i. For a Moderate Income Unit, the household is a Moderate Income Household. The initial sale of an Inclusionary Housing Unit may occur only to a household that meets the following criteria:
 - ii. For a Moderate Income Unit, the household is a Moderate Income Household;
 - iii. The household has not owned a residence within the previous three years; and
 - iv. The household has no more than \$250,000 in assets. This amount excludes assets reserved for a down payment and closing costs, assets in retirement savings accounts, and assets in medical savings accounts.
 - e. Based on the information provided to the Developer by the buyers of the Inclusionary Housing Unit, the Developer or its third-party designee will determine the income-eligibility of the buyer of the Inclusionary Housing Unit prior to permitting the buyer to purchase and occupy the Inclusionary Housing Unit. The Developer will submit a completed Income Certification Form, attached hereto as Exhibit C, to the County no later than 30 days prior to the close of escrow of

the Inclusionary Housing Unit. The Developer will retain all records related to income eligibility for at least five years.

- f. Developer may independently source qualified buyers for the Inclusionary Housing Unit, determine income-eligibility of such buyers, and complete the Income Certification Form, and/or Developer may also hire or utilize one or more third party vendors or brokers to source qualified buyers for the Inclusionary Housing Units, determine income-eligibility of such buyers, and complete the Income Certification Form. If necessary, the County agrees to cooperate with such third parties hired by Developer.
- g. Prior to the close of escrow for the initial sale of the Inclusionary Housing Unit, Developer shall ensure that the following documentation is entered into and/or obtained:
 - i. Appraisal. Developer shall require the buyer to obtain and deliver to Developer a third party appraisal obtained by the buyer in connection with its financing of the purchase of the Inclusionary Housing Unit (or if no appraisal is required, the buyer shall nevertheless obtain a third party appraisal from a third party appraiser who regularly appraises residential real estate in Contra Costa County for institutional lenders), which appraisal shall set forth the market value of the Inclusionary Housing Unit as if the Inclusionary Housing Unit were unencumbered by this Agreement (the "Appraised Market Value"). The Appraised Market Value shall be used in connection with the calculation of amounts payable to the County under the Resale Restriction and memorialized by a promissory note and secured by a deed of trust.
 - ii. Resale Restriction. Developer shall ensure that the County and the buyer execute, acknowledge, and deposit into escrow for recordation against the Inclusionary Housing Unit a Resale Restriction in the form attached hereto as Exhibit D-1. The Resale Restriction shall record immediately after the grant deed conveying the Inclusionary Housing Unit and before any deed of trust or other instrument securing any financing to the buyer.
 - iii. Promissory Note. Developer shall require the buyer to execute a promissory note in favor of the County that obligates the buyer to pay the County the amount required under Section 822-4.410(b)(3) of the Ordinance. The promissory note will substantially conform with the form attached hereto as Exhibit D-2 and will be subject to County's reasonable review and approval.
 - iv. Deed of Trust. Developer shall ensure that the County and the buyer execute, acknowledge, and deposit into escrow for recordation against the Inclusionary Housing Unit a deed of trust in the form attached hereto as Exhibit D-3 to secure performance of the buyer's covenants under the Resale Restriction and payment of the amounts due under the Promissory Note. The deed of trust shall record immediately after the grant deed conveying the Inclusionary Housing Unit and concurrent with the Resale Restriction, subordinate only to the lien for the first mortgage loan obtained by the buyer to finance the purchase of the Inclusionary Housing Unit.

9. Inclusionary Housing Unit Restrictions.

- a. In accordance with County Ordinance Code section 822-4.410(b), the Inclusionary Housing Unit must remain affordable to households of moderate incomes. Upon the initial sale of the Inclusionary Housing Unit, the Developer will cause agreements that are in substantial conformance with Exhibit D-1 and Exhibit D-3 to be recorded in the Official Records against the Inclusionary Housing Unit. The agreements will stipulate that the Inclusionary Housing Unit is to remain affordable to households of moderate incomes. The recorded agreement will be a

covenant running with the land, binding on the assigns, heirs, and successors of the Developer during the term of the Resale Restriction.

- b. The buyer's first mortgage amount may not exceed the amount needed to finance the purchase of the Inclusionary Housing Unit and the buyer's closing costs. The buyer may not refinance any other debt or receive funds at the close of escrow, except to reimburse the buyer for overpayment of estimated buyer closing costs.
- c. The initial purchaser of each Inclusionary Housing Unit must agree to occupy the unit as their principal residence for at least three years unless an emergency requires the earlier sale of the unit.
- d. Prior to the expiration of the Resale Restriction, an Inclusionary Housing Unit may be sold to an above-moderate income purchaser and at a market price, provided that the sale results in a recapture by the County of a financial interest in the unit equal to the sum of (hereinafter the "Recapture Amount"):
 - i. The difference between the initial affordable sales price (the "Initial Purchase Price") and the appraised market value of the unit at the time of the initial sale (the "Initial Appraised Market Value"), such difference is referred to herein as the "Excess Sales Proceeds"; and
 - ii. The County's proportionate share of any appreciation since the time of the initial sale. Appreciation is the difference between the resale price to the above-moderate income purchaser and the Initial Appraised Market Value. The County's proportionate share of appreciation is equal to the percentage by which the Initial Purchase Price was less than the Initial Appraised Market Value (hereinafter, the "Proportionate Share").
 - iii. FOR ILLUSTRATION PURPOSES ONLY:

- If the Initial Purchase Price was \$800,000, the Initial Appraised Market Value was \$900,000, and the resale price is \$1,000,000; the Excess Sales Proceeds will be \$100,000 (calculated as \$900,000 - \$800,000); the Proportionate Share will be 11.11% (calculated as $\$100,000/\$900,000 = 11.11\%$); the Appreciation will be \$100,000 (calculated as $\$1,000,000 - \$900,000 = \$100,000$) and the Proportionate Share of the Appreciation will be \$11,111 (calculated as $11.11\% \times \$100,000$); therefore the seller of the unit will owe the County a total Recapture Amount of \$111,111 (calculated as \$100,000 in Excess Sales Proceeds, plus \$11,111 in the Proportionate Share of Appreciation). If the Initial Purchase Price was \$925,000, the Initial Appraised Market Value was \$975,000, and the resale price is \$1,050,000; the Excess Sales Proceeds will be \$50,000 (calculated as $\$975,000 - \$925,000$); the Proportionate Share will be 5.13% (calculated as $\$50,000/\$975,000 = 5.13\%$); the Appreciation will be \$75,000 (calculated as $\$1,050,000 - \$975,000 = \$75,000$) and the Proportionate Share of the Appreciation will be \$3,847.50 (calculated as $5.13\% \times \$75,000$); therefore seller of the unit will owe the County a total Recapture Amount of \$53,847.50 (calculated as \$50,000 in Excess Sales Proceeds, plus \$3,847.50 in the Proportionate Share of Appreciation).

10. In-Lieu Fee. In addition to the construction and sale of the Inclusionary Housing Unit as described herein, the Developer shall pay a partial in-lieu fee in the amount of \$15,444.00 (the "In-Lieu Fee") for the fractional unit to satisfy its inclusionary housing obligations under the Inclusionary Housing Ordinance. The In-Lieu Fee shall be paid prior to issuance of the first building permit for any portion of the Development.

11. No Discrimination. Developer shall cause the Affordable Unit in the Development to be available for purchase by members of the general public who are income eligible and meet all applicable criteria in this Agreement and Ordinance Code chapter 822-4. Developer may not give preference to any particular class or group of persons in selling the Affordable Unit, except to the extent required to cause each Affordable Unit to be sold to a buyer meeting the income level required of the Affordable Unit and other applicable requirements of Ordinance Code chapter 822-4. The Developer may not permit discrimination against or segregation of any person or group of persons on the basis of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g., SSI), age (except for lawful senior housing), ancestry, or disability, in the sale of any Affordable Unit in the Development. In addition, the Developer may not permit any such practice or practices of discrimination or segregation in connection with the employment of persons in the construction of the Development.
12. Remedies.
 - a. For any breach of this Agreement by Developer that the Developer fails to cure within 30 days after delivery of a notice from the County of the breach, the County may, in addition to any other remedy authorized by law, institute against the Developer, or any of its successors in interest, a civil action for declaratory relief, injunction, or any other equitable relief, including but not limited to an action to rescind a transaction.
 - b. No right, power, or remedy given to the County by the terms of this Agreement or the Ordinance is intended to be exclusive of any other right, power, or remedy; and each and every right, power, or remedy is cumulative and in addition to every other right, power, or remedy given to the County by the terms of this Agreement, the Ordinance, or by any statute or ordinance or otherwise against Developer and any other person; but duplicative damages may not be recovered by the County.
 - c. Neither the failure nor any delay on the part of the County to exercise any right and remedy shall operate as a waiver thereof, nor shall any single or partial exercise by the County of any right or remedy preclude any other or further exercise of the right or remedy, or any other right or remedy.
13. Attorneys' Fees and Costs. In any action brought to enforce this Agreement, the prevailing party must be entitled to all costs and expenses of suit, including reasonable attorneys' fees. This section must be interpreted in accordance with California Civil Code section 1717 and judicial decisions interpreting that statute.
14. Developer Representation. Developer represents and warrants that it is the owner of the Property and has full authority to execute this Agreement.
15. Governing Law. This Agreement is governed by the laws of the State of California.
16. Order of Precedence. In the event of any conflict or inconsistency between the terms of this Agreement and related obligations, the following order of precedence applies: The County's Ordinance Code, this Agreement, the Plan.

17. Risk of Market Conditions. Developer bears sole responsibility for developing, constructing, and marketing the Affordable Unit covered by this Agreement, pursuant to the approvals that the County issued for the Development and the requirements contained in this Agreement. The County has no obligation to amend this Agreement and Developer shall reimburse the County for all administrative costs associated with any modification of this Agreement that requires the approval of the County Board of Supervisors.
18. Waiver of Requirements. Any of the requirements of this Agreement may be expressly waived by the County in writing, but no waiver by the County of any requirement of this Agreement extends to or affects any other provision of this Agreement, and may not be deemed to do so.
19. Amendments. This Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title that is duly recorded in the official records of the County of Contra Costa.
20. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining portions of this Agreement will not in any way be affected or impaired thereby.
21. Notices. All notices required or permitted by any provision of this Agreement are to be in writing and sent by overnight delivery or certified mail, postage prepaid and directed as follows:

County:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Housing & Community Improvement

Developer:

Grayson Road JV, LP.
c/o The ADDRESS Company
3160 Crow Canyon Rd, Suite 270
San Ramon, CA 94583
925-272-4750

Notwithstanding the preceding, either party may change its address(es) for notice from time to time by notice delivered to the other party.

22. Contact Information.

- a. Prior to Community Development Division stamp-approval of plans for issuance of a building permit, the Developer shall provide the name of the contact person representing the owner of the property for permit compliance and their contact information.
- b. The Developer is responsible for keeping DCD informed of the contact information of the owner or designee who is responsible for compliance with this Agreement and how they may be contacted (i.e., mailing and email addresses, and telephone number) at all times.

[Remainder of Page Intentionally Left Blank]

The parties are signing this Agreement as of the date set forth in the introductory paragraph.

DEVELOPER:

Grayson Road JV, LP
a Delaware limited partnership

By: TAC Grayson GP LLC,
a California limited liability company,
its managing general partner

By: _____
Eric Chevalier, Manager

By: TAC Grayson GP, LLC
a California limited liability company,
its managing general partner

By: _____
David Dacus, Manager

For corporations (profit or nonprofit) and limited liability companies, the agreement must be signed by two officers. Signature A must be that of the chairman of the board, president, or vice-president; and Signature B must be that of the secretary, any assistant secretary, chief financial officer or any assistant treasurer (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be notarized.

COUNTY:

COUNTY OF CONTRA COSTA

By: _____
John Kopchik, Director
Department of Conservation and Development

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____, 202_, before me, _____, Notary Public, personally appeared, _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (seal).

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____, 202_, before me, _____, Notary Public, personally appeared, _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (seal)

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY



689 Portola Drive
San Francisco, CA 94127
Phone Fax (925) 886-6652

Grayson Road JV, LP, a Delaware limited partnership
c/o The Address Company 3160 Crow Canyon Road, Suite 270
San Ramon, CA 94583

File No.: 25-237134
Property: 1024 & 1026 Grayson Road
Pleasant Hill, CA 94523

Please find enclosed your Policy of Title Insurance with regard to the above referenced matter.

Please keep your Policy of Title Insurance in a safe place.

If you have any questions regarding the policy, please do not hesitate to contact the office noted above.



CLTA 2022 STANDARD COVERAGE OWNER'S POLICY OF TITLE INSURANCE

Issued by
WFG NATIONAL TITLE INSURANCE COMPANY

SCHEDULE A

File Number: **25-237134**

Policy No. **3180300-7935870**

Amount of Insurance: **\$4,250,000.00**

Premium: **\$5,026.00**

Date of Policy: **December 22, 2025 3:23PM**

1. Name of Insured:

Grayson Road JV, LP, a Delaware limited partnership

2. The estate or interest in the Land that is insured by this policy is:

A fee as to Parcel(s) One of Tracts I and II, an easement as to Parcel(s) Two of Tract I, and Two and Three of Tract 2

3. The Title is vested in:

Grayson Road JV, LP, a Delaware limited partnership

4. The Land is described as follows:

See Schedule C attached hereto and made a part hereof

**CLTA 2022 STANDARD COVERAGE OWNER'S POLICY
SCHEDULE B**

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

PART I

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

END OF SCHEDULE B PART I

CLTA 2022 STANDARD COVERAGE OWNER'S

Issued by

WFG National Title Insurance Company

SCHEDULE B

PART II

Affects : TRACT I

Affects : TRACT I

Affects : TRACT I

Affects : TRACT II

1. The terms, conditions and provisions contained in the document entitled Settlement and Release Agreement, recorded on June 5, 1998, as Instrument No. [98-0127618-00](#), Official Records.

Reference is hereby made to said document for full particulars.

Affects : TRACT II

2. An easement for Access and Utilities and rights incidental thereto, as set forth in a document recorded on July 3, 2019, as Instrument No. [2019-0101932-00](#), of Official Records.

Reference is hereby made to said document for full particulars.

The terms, conditions and provisions contained in the document entitled Corrective Grant Deed of Easement, recorded on June 5, 2019, as Instrument No. [2019-0103047-00](#), Official Records.

Reference is hereby made to said document for full particulars.

Affects : TRACT I

3. The terms, conditions and provisions contained in the document entitled Agreement Retailing to Real Property, recorded on June 7, 2022, as Instrument No. [2022-0095400-00](#), Official Records.

Reference is hereby made to said document for full particulars.

Affects : TRACT I & II

4. An easement for Roadway for Vehicles of all kinds, Pedestrians and Animals, for Water, Gas, Oil and Sewer Pipelines and for Telephone, Electric Light and Power Lines and rights incidental thereto, as set forth in a document recorded on November 5, 1947, as [Book 1144 Page 306](#), of Official Records.

Reference is hereby made to said document for full particulars.

5. An easement for Roadway for Vehicles of all kinds, Pedestrians and Animals, for Water, Gas, Oil and Sewer Pipelines and for Telephone, Electric Light and Power Lines and rights incidental thereto, as set forth in a document recorded on November 5, 1947, as [Book 1144 Page 308](#), of Official Records.

Reference is hereby made to said document for full particulars.

6. An easement for Sewer and rights incidental thereto, as set forth in a document recorded on August 6, 1957, as [Book 3024 Page 527](#), of Official Records.

Reference is hereby made to said document for full particulars.

7. An easement for Sewer and rights incidental thereto, as set forth in a document recorded on August 6, 1957, as [Book 3024 Page 528](#), of Official Records.

Reference is hereby made to said document for full particulars.

End of SCHEDULE B – PART II

SCHEDULE "C"

The land referred to in this policy is described as follows:

The land referred to herein below is situated in an unincorporated area of Contra Costa County, State of California and is described as follows:

TRACT I: (APN: 166-030-001-1)

PARCEL ONE:

PORTION OF THE RANCHO LAS JUNTAS DESCRIBED AS FOLLOWS:

COMMENCING IN THE CENTER LINE OF GRAYSON ROAD AT THE NORTHEAST CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM C.L. HALL, ET UX, TO ROBERT C. KENNEDY, ET UX, DATED OCTOBER 29, 1943 AND RECORDED OCTOBER 30, 1943 IN [VOLUME 748 OF OFFICIAL RECORDS, AT PAGE 436](#); THENCE FROM SAID POINT OF COMMENCEMENT ALONG SAID CENTER LINE AS FOLLOWS: EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT THE CENTER OF WHICH BEARS NORTH 8° 33' WEST, 1500 FEET, A DISTANCE OF 127.85 FEET AND NORTH 76° 34' EAST, TANGENT TO SAID CURVE, 150.32 FEET TO THE ACTUAL POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE FROM SAID POINT OF BEGINNING CONTINUING ALONG SAID CENTER LINE NORTH 76° 34' EAST, 362.91 FEET TO THE NORTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM C.L. HALL, ET UX, TO HARLAN H. LEWIS, ET UX, DATED MAY 16, 1941 AND RECORDED MAY 19, 1941 IN [VOLUME 603 OF OFFICIAL RECORDS, AT PAGE 109](#); THENCE SOUTH 29° 50' EAST ALONG THE WEST LINE OF SAID LEWIS PARCEL 84.36 FEET TO AN IRON ROD IN THE CENTER LINE OF A CREEK; THENCE ALONG THE CENTER LINE OF SAID CREEK AS FOLLOWS: SOUTH 7° 57' 30" WEST, 64.24 FEET TO AN IRON ROD; SOUTH 57° 26' 30" WEST, 109.99 FEET TO AN IRON ROD, SOUTH 75° 07' WEST, 69.78 FEET TO AN IRON ROD; AND SOUTH 15° 56' WEST, 14.8 FEET TO AN IRON ROD; THENCE LEAVING SAID CREEK, SOUTH 83° 25' WEST, 202.49 FEET TO AN IRON ROD WHICH BEARS SOUTH 7° 03' EAST, 168.32 FEET FROM THE POINT OF BEGINNING; THENCE NORTH 7° 03' WEST, 168.32 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:

ALL THAT PORTION OF SAID LAND CONVEYED TO CONTRA COSTA COUNTY IN DEED RECORDED AND ACCEPTED JANUARY 15, 1958 IN [BOOK 3103, PAGE 467](#), OFFICIAL RECORDS.

PARCEL TWO:

"A RIGHT OF WAY (NOT TO BE EXCLUSIVE)", CREATED IN REFERENCE TO THE PREMISES IN THE DEED FROM C.L. HALL, ET UX, TO DONALD C. BENNETT, ET UX, DATED OCTOBER 5, 1947 AND RECORDED NOVEMBER 5, 1947 IN [VOLUME 1144 OF OFFICIAL RECORDS, AT PAGE 308](#), "FOR USE AS A ROADWAY FOR VEHICLES OF ALL KINDS, PEDESTRIANS AND ANIMALS, FOR WATER, GAS, OIL AND SEWER PIPE LINES, AND FOR TELEPHONE, ELECTRIC LIGHT AND POWER LINES, TOGETHER WITH THE NECESSARY POLES OR CONDUITS TO CARRY SAID LINES" OVER A STRIP OF LAND 8 FEET IN WIDTH, THE WEST LINE OF WHICH IS PARALLEL WITH AND 8 FEET WESTERLY AT RIGHT ANGLES FROM THE EAST LINE THEREOF AND WHICH EAST LINE IS THE WEST LINE OF PARCEL ONE ABOVE.

TRACT II: (APN: 166-030-002-9)

PARCEL ONE:

PORTION OF THE RANCHO LAS JUNTAS, DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM C.L. HALL, ET UX, TO ROBERT C. KENNEDY, ET UX, DATED OCTOBER 29, 1943, AND RECORDED OCTOBER 30, 1943 IN [VOLUME 748 OF OFFICIAL RECORDS, AT PAGE 436](#), AT THE SOUTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED AS PARCEL ONE IN THE DEED FROM C.L. HALL, ET UX, TO DONALD C. BENNETT, ET UX, DATED OCTOBER 15, 1947 AND RECORDED NOVEMBER 5, 1947 IN [VOLUME 1144 OF OFFICIAL RECORDS, AT PAGE 308](#); THENCE FROM SAID POINT OF BEGINNING NORTH 83° 25' EAST ALONG THE SOUTH LINE OF SAID BENNETT PARCEL AND ALONG THE SOUTH LINE OF THE PARCEL OF LAND DESCRIBED AS PARCEL ONE IN THE DEED FROM C.L. HALL, ET UX, TO DAVID G. MATSON, ET UX, DATED OCTOBER 17, 1947 AND RECORDED NOVEMBER 5, 1947 IN [VOLUME 1144 OF OFFICIAL RECORDS, AT PAGE 306](#), 485.07 FEET TO AN IRON PIPE IN THE CENTER LINE OF A CREEK; THENCE ALONG SAID CENTER LINE SOUTH 29° 15' WEST, 63 FEET; SOUTH 16° WEST, 86 FEET; SOUTH 13° 15' EAST, 44 FEET; SOUTH 74° 46' WEST, 80.24 FEET; SOUTH 70° WEST, 52 FEET; NORTH 74° WEST, 45 FEET; SOUTH 83° WEST, 45 FEET; SOUTH 18° 40' WEST, 56 FEET; SOUTH 85° 50' WEST, 80 FEET; AND SOUTH 5° WEST, 53 FEET; THENCE NORTH 48° 20' WEST, 92.38 FEET TO THE SOUTHEAST CORNER OF SAID KENNEDY PARCEL; THENCE NORTH 4° 45' WEST ALONG THE EAST LINE OF SAID KENNEDY PARCEL, 187.01 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

THE RIGHT OF WAY GRANTED IN THE DEED FROM CHARLES HALL, ET UX, TO WILLIAM A. BELON, ET UX, DATED APRIL 14, 1951 AND RECORDED APRIL 27, 1951 IN [VOLUME 1755 OF OFFICIAL RECORDS, AT PAGE 539](#), AS FOLLOWS:

"A NON-EXCLUSIVE RIGHT OF WAY AND EASEMENT FOR USE AS A ROADWAY FOR VEHICLES OF ALL KINDS, ANIMALS AND PEDESTRIANS, FOR INSTALLATION AND MAINTENANCE OF ELECTRIC LIGHT AND POWER, TELEPHONE AND TELEGRAPH LINES, WATER, GAS, SEWER AND OIL LINES, TOGETHER WITH THE NECESSARY POLES, CONDUITS AND UNDERGROUND PIPE LINES TO CARRY SAID LINES OVER SAID EASEMENT, AS AN APPURTENANCE TO PARCEL ONE ABOVE DESCRIBED, IN, OVER, UPON AND ACROSS A STRIP OF LAND OF THE UNIFORM WIDTH OF TWELVE (12) FEET, THE WEST LINE OF WHICH 12 FOOT RIGHT OF WAY IS PARALLEL WITH AND 8 FEET WESTERLY MEASURED AT RIGHT ANGLES FROM THE HEREINAFTER DESCRIBED LINE AND THE EAST LINE OF WHICH 12 FOOT RIGHT OF WAY IS PARALLEL WITH AND 4 FEET EASTERLY MEASURED AT RIGHT ANGLES FROM THE FOLLOWING DESCRIBED LINE, TO WIT:

BEGINNING AT AN IRON PIPE SET AT THE SOUTHEASTERLY CORNER OF THAT CERTAIN 0.97 ACRE PARCEL OF LAND DESCRIBED IN THE DEED FROM BEVERLY M. BENNETT TO GEOFFREY V. CROWE AND ESTHER S. CROWE, HIS WIFE, DATED JULY 27, 1949, RECORDED AUGUST 31, 1949 IN [VOLUME 1431 OF OFFICIAL RECORDS, AT PAGE 503](#), RECORDER'S OFFICE OF CONTRA COSTA COUNTY, CALIFORNIA; THENCE FROM SAID POINT OF BEGINNING NORTH 7° 03' WEST ALONG THE EAST LINE OF SAID 0.979 ACRE CROWE PARCEL (PARCEL ONE IN 1431 OR 503) 168.32 FEET TO A POINT ON THE CENTER LINE OF GRAYSON ROAD, A COUNTY ROAD."

PARCEL THREE:

A NON-EXCLUSIVE EASEMENT AS AN APPURTENANCE TO PARCEL ONE ABOVE FOR ACCESS AND UTILITY DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY DESCRIBED IN THE DEED TO THE EUGENIA S. FAIRBANKS TRUST, DATED JULY 11, 1988, RECORDED JULY 21, 1988 IN [BOOK 14466 OF OFFICIAL RECORDS AT PAGE 120](#), CONTRA COSTA COUNTY RECORDS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID FAIRBANKS TRUST PARCEL; THENCE LEAVING SAID POINT OF COMMENCEMENT, ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL, NORTH 84° 42' 03" EAST 62.98 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT; THENCE LEAVING SAID TRUE POINT OF BEGINNING AND SAID SOUTHERLY BOUNDARY LINE, ALONG A CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 5° 17' 57" WEST, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 90° 28' 00", FOR AN ARC LENGTH OF 78.95 FEET; THENCE NORTH 5° 45' 57" WEST, 100.25 FEET TO A POINT ON THE SOUTHERLY LINE OF THE PARCEL OF LAND DEDICATED TO THE COUNTY OF CONTRA COSTA RECORDED JANUARY 15, 1958, THENCE ALONG LAST SAID SOUTHERLY LINE, NORTH 88° 48' 30" EAST, 25.08 FEET; THENCE LEAVING SAID LINE, SOUTH 5° 45' 57" EAST, 989.25 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 42° 16' 37" FOR AN ARC LENGTH OF 55.34 FEET; TO A POINT ON THE SOUTHERLY LINE OF SAID FAIRBANKS TRUST PARCEL ([14466 OR 120](#)), THENCE ALONG SAID SOUTHERLY LINE, SOUTH 84° 42' 03" WEST, 55.90 FEET TO SAID TRUE POINT OF BEGINNING.

APN(s): 166-030-001-1, 166-030-002-9



CLTA 2022 STANDARD COVERAGE OWNER'S POLICY OF TITLE INSURANCE

Issued by

WFG National Title Insurance Company

POLICY NO.: 3180300-7935870

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

Covered Risks


SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, WFG NATIONAL TITLE INSURANCE COMPANY, a Florida Corporation (the "Company") insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
 - a. a defect in the Title caused by:
 - i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - ii. the failure of a person or Entity to have authorized a transfer or conveyance;
 - iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
 - iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
 - v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
 - vii. a defective judicial or administrative proceeding; or
 - viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
 - b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.

In Witness Whereof, WFG NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

WFG NATIONAL TITLE INSURANCE COMPANY

By: 
Steve Ozonian, President/CEO

ATTEST: 
Joseph V. McCabe, EVP/General Counsel/Secretary



- c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
3. Unmarketable Title.
 4. No right of access to and from the Land.
 5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
 - a. the occupancy, use, or enjoyment of the Land;
 - b. the character, dimensions, or location of an improvement on the Land;
 - c. the subdivision of the Land; or
 - d. environmental remediation or protection on the Land.
 6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
 7. An exercise of the power of eminent domain, but only to the extent:
 - a. of the exercise described in an Enforcement Notice; or
 - b. the taking occurred and is binding on a purchaser for value without Knowledge.
 8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
 9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
 - a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
 - i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
 - ii. voidable transfer under the Uniform Voidable Transactions Act; or
 - b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
 - i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
 - ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

Defense Of Covered Claims

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2. b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

CONDITIONS**1. DEFINITION OF TERMS.**

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- a. "Affiliate": An Entity:
 - i. that is wholly owned by the Insured;
 - ii. that wholly owns the Insured; or
 - iii. if that Entity and the Insured are both wholly owned by the same person or entity.
- b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8. d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.
- c. "Date of Policy": The Date of Policy stated in Schedule A.
- d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
 - i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
 - ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
 - iii. asserts a right to enforce a PACA PSA Trust.
- f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
- g. "Insured":
 - i. (a). The Insured named in Item 1 of Schedule A;
(b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
(c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
(d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
(e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
 - (1). an Affiliate;
 - (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
 - (3). a spouse who receives the Title because of a dissolution of marriage
 - (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
 - (5). another Insured named in Item 1 of Schedule A.
 - ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.

- h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.
- i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
- m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
- p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

- a. retains an estate or interest in the Land;
- b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
- c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

- a. any litigation or other matter for which the Company may be liable under this policy; or
- b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
- b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.
- c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:
 - i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
 - ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

- b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

a. *To Pay or Tender Payment of the Amount of Insurance*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:

i. the Amount of Insurance; or

ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.

b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.

c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.

d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:

i. the Amount of Insurance will be increased by 15%; and

ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.

e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

- a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
 - i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
 - ii. cures the lack of a right of access to and from the Land; or
 - iii. cures the claim of Unmarketable Title,all as insured. The Company may do so by any method, including litigation and the completion of any appeals.
- b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non appealable determination adverse to the Title.
- c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
- d. The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

- a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
- b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.
- c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

- a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.
- b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
 - i. modify any prior endorsement,
 - ii. extend the Date of Policy,
 - iii. insure against loss or damage exceeding the Amount of Insurance, or
 - iv. increase the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

16. CHOICE OF LAW AND CHOICE OF FORUM**a. Choice of Law**

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

b. Choice of Forum

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at:

WFG NATIONAL TITLE INSURANCE COMPANY
12909 SW 68th Pkwy., Suite 350,
Portland, OR 97223
Attention: Claims Department
(800) 334-8885
(503) 431-8500
Email address: claims@wfgtitle.com

18. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS POLICY, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS POLICY, ANY BREACH OF A POLICY PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS POLICY, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.

19. ARBITRATION

- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be resolved by arbitration. If the Amount of Insurance is \$2,000,000 or less, any claim or dispute may be submitted to binding arbitration at the election of either the Company or the Insured. If the Amount of Insurance is greater than \$2,000,000, any claim or dispute may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.
- b. ALL CLAIMS AND DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING IN ANY ARBITRATION GOVERNED BY CONDITION 19. The arbitrator does not have authority to conduct any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstance.
- c. If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 19, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 19.

- d. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

EXHIBIT B
INCLUSIONARY HOUSING PLAN AND DENSITY BONUS REQUEST

Applicant Calibr Ventures
Subdivision Name VTM 1024 & 1026 Grayson Rd
Subdivision # SD20-9531
County File # CDSD20-09531

Property Owner Grayson Road LLC
Site Address 1024 & 1026 Grayson Road, Pleasant Hill
APN 166-030-002 & 166-030-001
Date Submitted May 7, 2021 rev 3/25/22

Received from CDD again on 9/18/23, no changes from March 25, 22 date

Contra Costa County Department of Conservation and Development Inclusionary Housing Plan

There are five different ways of complying with the Inclusionary Ordinance: on site, off site, land conveyance, in lieu fees, and other. The Inclusionary Housing Plan is required to identify which option the applicant is proposing to fulfill the inclusionary housing requirement. Complete the checklist for the appropriate option.

For more information on the Inclusionary Housing Ordinance (including links to the ordinance and the in-lieu fee calculator), please go to the Developing Affordable Housing webpage found here: <http://www.co.contra-costa.ca.us/4881/Developing-Affordable-Housing>

Section A - On Site

The inclusionary housing plan must include the following:

- A project description including the number of market rate units and inclusionary units proposed, and the basis of the calculation;
- A site plan indicating the location of the inclusionary units in relationship to the market rate units. (Unit mix, location, and size, and # of bedrooms);
- The targeted income levels;
- A phasing plan, if needed, indicating the timely development of the inclusionary units as the residential development is completed.

Comments: Lot 1 will be restricted for sale to moderate income households. Lot 1 will contain a minimum of 4 bedrooms to match the bedroom count of the project. See Sheet 7 of the VTM for Location.

Section B - Off-Site

The inclusionary housing plan must include the following:

- A project description including the number of on site market rate units and off site inclusionary units proposed, and the basis of the calculation;
- The targeted income levels;
- A vicinity map indicating where the proposed off-site development is in relationship to the proposed on-site development;
- Parcel numbers, acreage, zoning, general plan designation, phase one environmental report for the proposed off site development;
- A phasing plan, if needed, indicating the timely development of the inclusionary units as the residential development is completed;
- Indicate whether the off site development is new construction or acquisition/rehabilitation.

Comments: _____

Applicant _____
Subdivision Name _____
Subdivision # _____
County File # _____

Property Owner _____
Site Address _____
APN _____
Date Submitted _____

Section C - Land Conveyance

The inclusionary housing plan must include the following:

- A project description including the number of on-site market rate units and off site inclusionary units proposed, and the basis of the calculation;
- The targeted income levels;
- Parcel numbers, acreage, zoning, general plan designation, phase one environmental report for the proposed off site development.
- Proposed recipient of land conveyance.
- A vicinity map indicating where the proposed off-site development is in relationship to the proposed on-site development.

Comments: _____

Section D – In-Lieu Fee

- Payment of an in-lieu fee is proposed to satisfy this requirement. The fees shall be pursuant to the fee schedule adopted by the Board of Supervisors.

Note: Only applicable for projects with 5 to 125 units of rental or for-sale housing.

Comments: Project will pay in-lieu fee for Low-Income portion.
Gov Code 65915.1. Precludes the ability to asses fees on affordable units.

Section E - Other

- If an alternative compliance method is proposed, information sufficient to allow the County to determine that the alternative would provide equivalent or greater benefit than would result from providing those inclusionary units on site.

Comments: _____

Applicant & Property Owner Verification:

I/We acknowledge that I/we have completely read this form and understand all of the information stated herein. I/We verify that all of the information stated and submitted is complete and accurate to the best of my/our knowledge and should it be found that any of the information is incorrect, incomplete, or inconsistent with the requirements of the ordinance that it may result in increased processing time and/or costs.

Applicant Signature: Andy Byde Name: Andy Byde Date: 5-7-21 -rev 3-22-22

Owner Signature: Andy Byde Name: Andy Byde Date: 5-7-21 -rev 3-22-22

Applicant Calibr Ventures
Project Name 1024-1026 Grayson Rd
Subdivision # SD20-9531
County File # CDS20-09531

Property Owner 1024-1026 Grayson LLC
Site Address 1024-1026 Grayson Rd
APN 166-030-002 & 166-030-00
Date Submitted _____

Contra Costa County Department of Conservation and Development Density Bonus Proposal

DENSITY BONUS SUBMITTAL REQUIREMENTS

Requests for Density Bonuses are reviewed and processed for approval or denial by the Community Development and the Housing and Community Improvement Divisions. Density Bonus requests are processed pursuant to Section 65915 et seq. of the California Government Code and Title 8, Division 822, Chapter 822-2 of the Contra Costa County Ordinance Code. Density Bonus proposals are intended to provide incentives and/or concessions for housing developments for the production of housing for very low-income, lower-income, moderate-income, or senior households; to facilitate the development of affordable housing; to implement the goals, objectives, and policies of the County General Plan's Housing Element.

The Density Bonus request will be reviewed and processed concurrently with the complete submittal of a development application, which may include but is not limited to applications, for subdivisions, planned unit developments, development plans, land use permits, rezones, and/or general plan amendments.

1. DENSITY BONUS PROPOSAL. The proposal must include:

- a. A full description of the proposed project.

The project proposes to subdivide the property into 10 new single family lots, and would be eligible for a density bonus pursuant to the density bonus law set forth in Government Code section 65915 and section 922-2.208 of the ordinance code of Contra Costa County (collectively, "Density Bonus Law") with the inclusion of 1 moderate income unit located on lot 1. See Project Description

- b. The type of housing development proposed as required by the State's Density Bonus law (rental, for-sale, low-income, senior housing, foster youth, common interest development, student housing, etc.).

The home on Lot 1 will be restricted for-sale to a moderate-income household (and thus affordable under the density bonus laws).

- c. Maximum base unit calculation for the site.

Base project: 2.76 acres x 2.9 du/ac = 8.04 du, (fractional unit rounds) 9 base units.

Applicant _____
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d. The percentage of density bonus requested.

% of Base Units: 1 (affordable unit) / 9 (base units)= (11.11%) rounds to 12% of base units (moderate income).

e. The total number of units and the affordability level (based on percentage of area median income) of all units in the project.

In compliance with the Density Bonus Law, the applicant seeks and agrees to construct 12% of total units in this project for sale for moderate-income households (Lot 1). This would result in a 7% bonus or one additional unit.

f. The number of incentives/concessions for the project, including the referenced Government Code Section that supports the number requested for the project.

g. The requested incentive/concession. **(one concession 65915 (d) (1))- Requested Concession: Not Completing Frontage Improvements**

h. A list of requested waivers or reductions of development standards. - **See Project Description for additional detail: minimum lot size, lot width, depth, retaining wall setbacks, front and side yard setbacks**

Applicant _____
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- i. The number of existing residential units on site. Are the existing units rental units? **The number of existing residential units is two residential single family homes that are vacant and have been for more than 10 years.**
 - j. Are there any deed restrictions on the parcel that restricts the ownership or rental of the property/unit to persons below the area median income? **There are no deed restrictions on the parcels .**
 - k. The number of buildings proposed in the project. **Ten single family residential homes are proposes in the project.**
 - l. The unit types, numbers, and distribution (i.e. studio, 1 bedroom, 3 bedroom, etc.). **Plan 1 – 4 Bedroom, Plan 2 – 4 Bedroom , Plan 3 -5 Bedroom.**
 - i. **Plan 1: Lot 1**
 - ii. **Plan 2: Lots 2-5**
 - iii. **Plan 3: Lots 6-10**
 - m. Whether the project will be phased and the approximate timeline for development. **The project will not be phased with the approximate timeline for development beginning in Q1 of 2024.**
 - n. Location of the affordable units and what phase they will be developed. **The location of the affordable unit will be Lot 1 within the first and only phase on the development.**
2. VICINITY/LOCATION MAP.
***Included in dropbox link. See dropbox link provided with submission.**
3. SITE PLAN. Site plan should be legibly drawn to scale, and include the following:

Applicant _____
Project Name _____
Subdivision # _____
County File # _____

Property Owner _____
Site Address _____
APN _____
Date Submitted _____

- a. Square footage and acreage of parcel(s)
- b. Property lines and dimensions
- c. Street right-of-way
- d. Existing easements
- e. Existing/proposed on-site buildings and any buildings within 100 feet of property
- f. Driveway and parking layout
- g. Existing and proposed trees and landscaping
- h. Location of the proposed affordable units
- i. Zoning
- j. General Plan
- k. Gross acreage
- l. Net acreage

**See Vesting Tentative Map.*

4. FINANCIAL ANALYSIS REPORT. The financial analysis report for the project should indicate that the proposed Density Bonus and concessions and/or incentives are necessary to provide the proposed affordable units. (Optional)

**Not required by statute or Ordinance.*

5. ADDITIONAL INFORMATION.

- a. Any pertinent information that is relevant for staff's review and processing of the request.
- b. Is the proposed development located on property that includes or included affordable units that have been subject to a recorded covenant, ordinance, or law restricting rents or sales prices?

The proposed development is not located on property that includes or included affordable units that have been subject to a recorded covenant, ordinance, or law restricting rents or sales prices.

- c. Is the proposed development located on property where dwelling units have been vacated or demolished in the five-year period preceding the submittal of the application proposal for development?

No, two existing units have not been demolished within the five-year period preceding the submittal of the application proposal for development.

- d. Are any existing housing units on the site proposed to be demolished? If so, are the units currently occupied, when were they last occupied, and what is the current/last known rent and bedroom size?"

Two existing housing units are on site and proposed for demolition. The current units have not been occupied for over 10 years. Units were owner occupied previously

6. ATTACH COMPLETED INCLUSIONARY HOUSING ORDINANCE HOUSING PLAN. This Housing Plan is required for projects of five or more residential units to demonstrate compliance with the County's Inclusionary Housing Ordinance. See Chapter 822-4 of the County Ordinance Code for the standards and requirements for applicability and compliance.

Density Bonus Agreement Requirements

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County File # _____

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A density bonus agreement is typically combined with an inclusionary housing agreement (Agreement) for compliance with both the density bonus ordinance/density bonus state law and inclusionary housing ordinance deed restriction requirements.

Prior to the issuance of a demolition permit, grading permit, building permit, or recordation of a subdivision map for the development, whichever occurs first, the applicant/owner must execute an Agreement, and it shall be recorded. The preparation and approval of an Agreement will be a minimum three-month process or may be longer due to the complexities of the project and scheduling before the Board of Supervisors for approval of the Agreement prior to the Department of Conservation and Development's signature on behalf of the County and subsequent recordation. The

Applicant _____
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Agreement is not considered to be executed until all parties have signed and the document is recorded.

To initiate the preparation of an Agreement on the normal timeline, the applicant must file a COA Compliance Review Application after the final entitlement approval (discuss earlier options with Housing staff early in the process), accompanied by the following information:

- Preliminary Title Report
[*Included in dropbox link. See dropbox link provided with submission.](#)
- Written Narrative to include:
 - List all owners of the property.
[1024-1026 Grayson Rd LLC an Oklahoma City LLC.](#)
 - If the owners are entities, please provide the names and titles of the two managers of the LLC who have the authority to sign the agreement on behalf of the entity. If the owner is an LLC, or multiple LLCs that were not consistent with owners listed on the entitlement application, proof of ownership and a copy of the Articles of Incorporation for each entity are required.
[Andy Byde -authorized signatory for Calibr Ventures LLC. Zack Osko- authorized signatory for 1024-1026 Grayson Rd LLC and Oklahoma LLC.](#)
 - Developer's mailing address. This must be a local contact and address for notices required by the IHA.
[P.O. Box 1162 Alamo, CA 94507](#)
 - Identify the lender who has been or will provide financing for the development and the recorded deed of trust that has been recorded, including the referenced document number of the recorded deed of trust.
- Exhibit A Legal Description
[*See project description in dropbox link provided with submission.](#)
- Density Bonus Plan Maps that are legible, in black and white, and scaled to 8 ½" x 11" sheets that comply with document recording requirements.
[*See project description in dropbox link provided with submission.](#)
- Detailed timeline for the project including constructing the units, including phasing of the development, marketing the units, reviewing applications for qualified households, and sale of density bonus for-sale units or occupancy of density bonus rental units.
[Timeline. Marketing and Development :Q1 2024. Reviewing applications for qualified households Q3 2024.Sale of Density bonus for sale units or occupancy of density bonus rental units Q1 2025.](#)
- Any other information that may be required for staff to prepare the Agreement.

Density Bonus Units Construction and Occupancy

For all projects where density bonus housing will be built for sale or rental, the applicant must submit documentation and other information to DCD for review and approval along with the filing of a condition of approval compliance review application and fees at least 90 days prior to construction completion and the request for a final building inspection and occupancy of the building. The

Applicant _____
Project Name _____
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County File # _____

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following documents and information required for review and approval include, but are not limited to the following:

- Marketing Plan
- Marketing Materials, including translated Marketing Materials
- Proof of Publication of the advertising of the Density Bonus Units to all publications listed in the Marketing Plan
- Certification Statement listing all organizations and groups that were distributed marketing materials for the density bonus units

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- Tenant Selection Plan or Homeowner Selection Plan, whichever is applicable to the project
- Tenant Rent Roll (pre-certified households for DCD review)

The expectation is for the developer to market the units in the project prior to construction completion, select qualified tenants or qualified homeowners for density bonus units prior to construction completion, and submit a list of the qualified households to DCD for review prior to final inspection/final occupancy.

A copy of the prequalified households for for-sale units will be submitted to DCD for review and approval and the file record. The prequalification approval by DCD will include the applicant's submittal of income documentation and income certification forms for review. The prequalification approval will be valid for six months. The income must be recertified by DCD at least 30 days prior to sale.

For density bonus rental units, a copy of the tenant rent roll must be submitted for review and approval by DCD and kept in the file record. The tenant rent roll should include information including, but not limited to, the tenant's name, income, unit number, unit affordability level, household size, tenant rents, utility costs, and gross rents. The owner/property manager may be instructed to upload this information to a secure database as indicated by DCD for review and approval.

Annual monitoring reports will be required from the property manager and a sample of the density bonus units will be selected by DCD for periodic review of tenant income documentation, certification, and unit occupancy qualification. The annual monitoring reports must be submitted with a condition of approval compliance review application and fees.

Housing Element Sites Inventory Findings

The Housing Element Sites Inventory's no net loss rule is a separate requirement of the State of California and is distinct from the State's Density Bonus Code or the County's Density Bonus Ordinance Requirements. Government Code Section 65863 requires the county to ensure that its housing element sites inventory can accommodate its share of the regional housing need throughout the planning period. The law prohibits the county from reducing, requiring, or permitting the reduction of the residential density to a lower residential density on sites listed in the inventory. It also prohibits the county from permitting or causing the inventory of sites identified in the housing element to be insufficient to meet its remaining unmet share of the regional housing need for lower and moderate-income households.

Housing developments that are located on a parcel(s) identified in the County's Housing Element sites inventory will require written findings for the proposal if the housing development includes fewer units by income category or fewer units by density from that which is identified in the sites inventory. Compliance with the no net loss rule is required prior to a recommendation for approval or entitlement decision. Compliance with the law may include the requirement for the applicant/developer to assist in identifying an alternative site to be rezoned and/or added to the sites

Applicant_#	†	Property Owner__	8	00#
Project Name	'8	SiteAddress_	'8	'k
Subdivision #	o)	APN_		
CountyFile_#)	o)	Date Submitted	_____	

inventory to account for any net loss in the county’s share of the regional housing needs due to the proposed housing development.

To determine if your parcel(s) is listed in the County’s Housing Element sites inventory, please contact the DCD Application and Permits Center staff and they can verify whether the property is listed in the County’s Housing Element sites inventory.

* To assist the project planner in preparing the required findings for a parcel or parcels identified in the housing element sites inventory, you may attach a narrative and explanation of the project’s compliance with the no net loss requirement. (optional)

Applicant & Property Owner Verification:

I/We certify that all statements made on this form or any accompanying attachment or exhibit are true and complete to the best of my knowledge. Should it be found that any of the information is incorrect, incomplete, or inconsistent with the requirements of the County Ordinance or State law that it may result in denial of the request and increased processing time and/or costs. I/We understand that any false statements may result in denial of the requested permit, revocation of any issued permit, or penalties. I/We further certify that permission has been granted by the property owner to conduct the proposed development applied for herein.

Applicant Signature: Andy Byde Name: Andy Byde Date: 3-22-23

Owner Signature: _____ Name: _____ Date: _____

ALL PLANS ARE PRELIMINARY AND NOT FOR CONSTRUCTION UNLESS SIGNED AND STAMPED BY THE ENGINEER AND REVIEWING AGENCY.

GRAYSON ROAD

LOT 1
AFFORDABLE
UNIT PARCEL

LOT 2

GRAYSON CREEK COURT

LOT 3

GRAYSON CREEK COURT

LOT 4

RESTRICTED
DEVELOPMENT AREA
(CREEK STRUCTURE
SETBACK) GRANT DEED
OF DEVELOPMENT RIGHTS
TO CONTR COSTA
COUNTY RECORDER'S
SERIES # _____

LOT 10

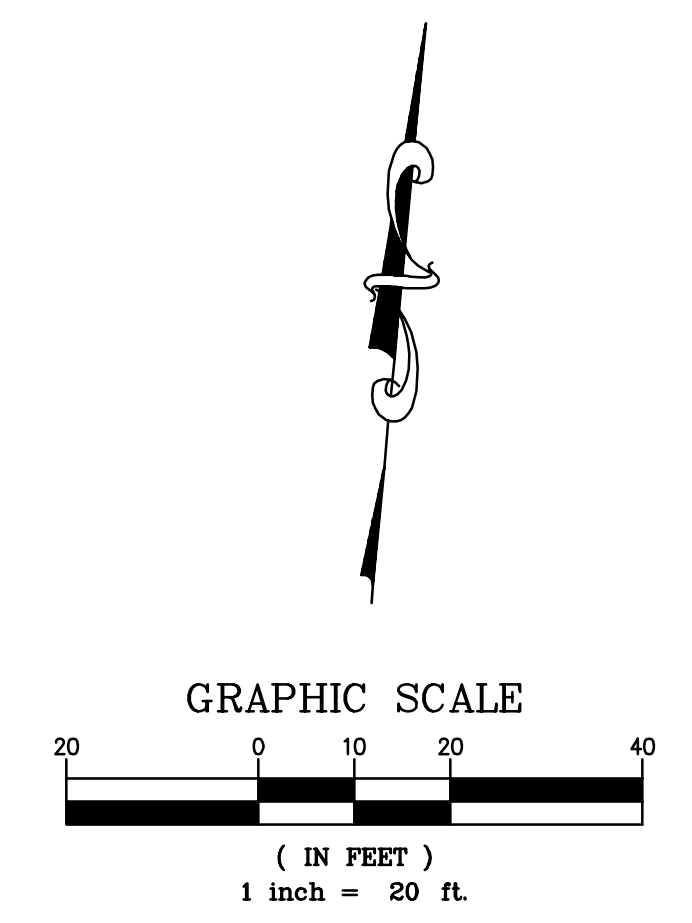
LOT 9

LOT 8

LOT 7

LOT 6

LOT 5



GRAYSON PARCEL MAP AFFORDABLE UNIT PARCEL

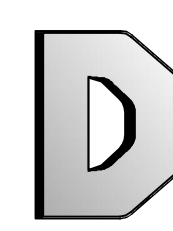
1024 & 1026 GRAYSON ROAD SUBDIVISION SD20-9531

VICINITY OF PLEASANT HILL CONTRA COSTA COUNTY



Easton C. McAllister
 EASTON C McALLISTER - R.C.E. 61148
 RENEWAL DATE: 12/31/26

#	REVISIONS	DATE



DEBOLT CIVIL ENGINEERING
45+
 YEARS
 811 SAN RAMON VALLEY BLVD #201
 DANVILLE, CALIFORNIA 94526
 (925) 837-3780 | DEBOLTCIVIL.COM

Date: 06/20/25
 Scale: 1" = 20'
 By: EM
 Job No.: 19300

EXHIBIT C
FORM OF INCOME CERTIFICATION

FORM OF INCOME CERTIFICATION
-To be completed by homebuyer or renter-

Applicant Name(s): _____

Applicant Address: _____

RETURN ALL CHECKLIST ITEMS TO:
CONTRA COSTA COUNTY
DEPARTMENT OF CONSERVATION AND DEVELOPMENT
HOUSING AND COMMUNITY IMPROVEMENT DIVISION
30 MUIR ROAD
MARTINEZ, CA 94553

(i) **Checklist – to be completed and included with application**

Please read the application carefully and complete it accurately before signing. There may be legal consequences if the applicant provides false income and residence information. Submit copies of the following documents for all household members over the age of 18:

- Completed Income Certification (this document).
- Complete copy of most recently filed federal tax return, including all schedules and W-2 forms (state tax returns NOT required).
 - If self-employed, additionally submit two prior year's federal tax returns.
- Pay stubs from all income sources for the last three (3) months.
- All other current proof of income statements (including checks or award letters for Social Security, SDI, General Assistance, etc.).
- All investment account statements (e.g. checking & savings account, stock, and IRA statements) for the last three (3) months.
 - Attach a signed statement certifying no investment accounts (if applicable).
- Attach a detailed explanation of missing checklist items (if applicable).

Please Note: The above list is the minimum documentation we require to certify your income for a Seagrass home. During the County's review process, we may request additional information in order to ensure qualification for the program.

CERTIFICACIÓN DE INGRESOS PARA
Para Ser completado por el comprador de vivienda o inquilino

Nombre del solicitante (s): _____
Dirección del solicitante: _____

REGRESA TODOS LOS ELEMENTOS DE LA LISTA DE COMPROBACIÓN PARA:
CONDADO DE CONTRA COSTA
DEPARTAMENTO DE CONSERVACIÓN Y DESARROLLO
HOUSING AND COMMUNITY IMPROVEMENT DIVISION
30 MUIR ROAD
MARTINEZ, CA 94553

Lista de Comprobación: para ser completado y incluido con la aplicación

Por favor, lea cuidadosamente la solicitud y completarla con precisión antes de firmar. Puede haber consecuencias legales si el solicitante proporciona información falsa sobre los ingresos y residencia. Entregue copias de los siguientes documentos para todos los miembros del hogar que son mayores de 18 años:

- Certificación de ingresos completo (Este documento).
- Copia completa de la declaración de impuestos federales más recientemente presentado, incluyendo todos los horarios y las formas W2 (las declaraciones de impuestos estatales no es necesario).
 - Si trabaja por cuenta propia, presenta los declaraciones de impuestos federales de los ultimo dos años anteriores.
- Talones de pago de toda las fuentes de ingresos de los últimos tres (3) meses.
- Toda otra prueba actual de las cuentas de resultados (incluyendo cheques o cartas de aprobación del Seguro Social, SDI, Asistencia General, etc.).
- Todos los estados de cuenta de inversión (por ejemplo, cuentas de cheques y de ahorros, valores, y declaraciones del IRA) para los últimos tres (3) meses.
 - Adjunte una declaración firmada que certifica no hay cuentas de inversión (si procede).
- Adjunte una explicación detallada de los puntos de la lista que faltan (si corresponde).

Nota: La lista anterior es la documentación mínima que requerimos para certificar sus ingresos para un hogar en "Seagrass". Durante el proceso de revisión del Condado, podemos solicitar información adicional para asegurar la calificación para el programa.

FORM OF INCOME CERTIFICATION

Income Certification	
Property Address: _____	
City: _____ Zip: _____	
Telephone _____ Work Number: _____	
Cell Number: _____ Email: _____	

HOUSEHOLD COMPOSITION						
HH Mbr #	Head of Household Last Name	First Name & Middle Initial	Relationship to Head HH	Age	DL#	SS# or Alien Reg. No.
1			HEAD			
2						
3						
4						
5						

INCOME (USE ALL INCOME SOURCES FOR ALL HOUSEHOLD MEMBERS OVER 18)								
HH Mbr#	(A) Employment or Wages		(B) Soc. Security/Pensions		(C) Public Assistance		(D) Other Income	
	Monthly	Yearly	Monthly	Yearly	Monthly	Yearly	Monthly	Yearly
Totals	\$	\$	\$	\$	\$	\$	\$	\$

Add totals from (A) through (D) above **(E) TOTAL INCOME:**

\$

Signature of Applicant: _____ Date: _____

Signature of Co-Applicant: _____ Date: _____

Certificación de Ingresos

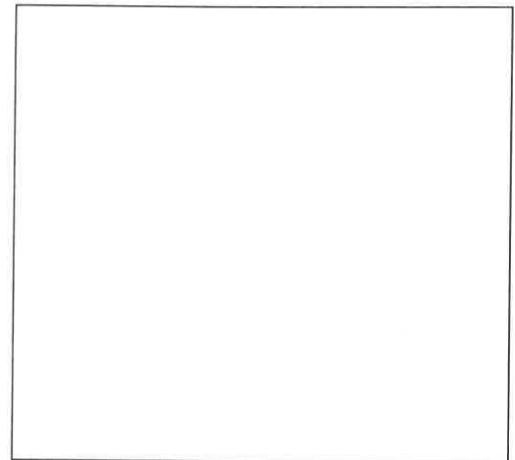
Dirección: _____

Ciudad: _____ Código Postal: _____

Teléfono _____

Número telefónico de trabajo: _____

Número Celular: _____ Correo electrónico: _____



COMPOSICIÓN DEL HOGAR

HH Mbr #	Apellido de la Cabeza del Familia/Hogar	Primero Nombre e Inicial del segundo nombre	Relación a la cabeza del familia/hogar	Edad	# de licencia (pa manejar, si se aplica)	# de Seguro Social o # de extranjero
1			Cabeza del Familia/Hogar			
2						
3						
4						
5						

INGRESOS (USAR TODAS LAS FUENTES DE INGRESOS PARA TODOS LOS MIEMBROS DEL HOGAR SOBRE 18)

HH Mbr#	(A) Empleo o Salarios		(B) Seguro Social / Pensiones		(C) Asistencia pública		(D) Otra entrada	
	Mensual	Anualmente	Mensual	Anualmente	Mensual	Anualmente	Mensual	Anualmente
Totales	\$	\$	\$	\$	\$	\$	\$	\$

Añadir totales de (A) a (D) por encima

(E) TOTAL INGRESOS::

\$

Firma del solicitante: _____ Fecha: _____

Firma del Co-Solicitante: _____ Fecha: _____

PARTICIPATION DATA – FY 2022

Male Female

Name

1. **Status** (Check all that apply): 62 years or older Disabled
2. **Head of Household:** Are you the head of the household? Yes No
3. **If you are not the head of the household, is the head of the household female?** Yes No
4. **Household Size and Total Annual Household Income:**
 A. Circle the total number of people in your household in the first column.
 B. On the line corresponding to your household size, check the income range that includes your household's annual income.

A. Household Size

B. Total Household Income

1	<input type="checkbox"/> up to \$50,000	<input type="checkbox"/> \$50,000-\$76,750	<input type="checkbox"/> \$76,750-\$119,950
2	<input type="checkbox"/> up to \$57,150	<input type="checkbox"/> \$57,150-\$87,700	<input type="checkbox"/> \$87,700-\$137,100
3	<input type="checkbox"/> up to \$64,300	<input type="checkbox"/> \$64,300-\$98,650	<input type="checkbox"/> \$98,650-\$154,200
4	<input type="checkbox"/> up to \$71,400	<input type="checkbox"/> \$71,400-\$109,600	<input type="checkbox"/> \$109,600-\$171,350
5	<input type="checkbox"/> up to \$77,150	<input type="checkbox"/> \$77,150-\$118,400	<input type="checkbox"/> \$118,400-\$185,050
6	<input type="checkbox"/> up to \$82,850	<input type="checkbox"/> \$82,850-\$127,150	<input type="checkbox"/> \$127,150-\$198,750

Check here if your income does not fall into any of the income ranges corresponding with your household size.

5. Do you receive assistance from any of the following sources?

- CalWORKs General Assistance Social Security Food Stamps
 Medi-Cal Section 8 WIC

6. Race/Ethnicity (Check only one, unless noted):

- American Indian/Alaskan Native Asian White
 Native Hawaiian/Pacific Islander Asian & White Black/African American
 American Indian/Alaskan Native & White Black/African American & White
 American Indian/Alaskan Native & Black/African American
 Other Multi-Racial: _____

Hispanic Ethnicity (you must also check one of the racial categories if you select this category)

I hereby certify that the above information is true and correct to the best of my knowledge. I acknowledge and understand that the information provided here will be relied upon for purposes of determining my eligibility for this program. I acknowledge that a material misstatement fraudulently or negligently made in this or in any other statement made by me may constitute a federal violation and may result in the denial of my participation in this program.

Signature

(Income Limits as of 6/15/2022)

Date

Programa para el Desarrollo de la Comunidad Información sobre los participantes del año 2022

Hombre Mujer

Nombre _____

Domicilio _____

Ciudad _____

Código postal _____

1. Marque lo que es aplicable: 62 años o mas de edad Discapacitada/o
2. Jefe de Casa: ¿Es usted el jefe de casa? Si No
3. Si no es el jefe de casa, ¿es dirigida la casa por una mujer? Si No
4. Número de Personas en el Hogar y Ingresos Anuales:
 A. Circule en la primera columna el número de personas en su hogar
 B. Al lado derecho del número que circuló, por favor marque las cajas que indican el ingreso total de todas las personas en su hogar (aproxime)

A. Numero de personas en el hogar	B. Total de ingresos		
1	<input type="checkbox"/> up to \$50,000	<input type="checkbox"/> \$50,000-\$76,750	<input type="checkbox"/> \$76,750-\$119,950
2	<input type="checkbox"/> up to \$57,150	<input type="checkbox"/> \$57,150-\$87,700	<input type="checkbox"/> \$87,700-\$137,100
3	<input type="checkbox"/> up to \$64,300	<input type="checkbox"/> \$64,300-\$98,650	<input type="checkbox"/> \$98,650-\$154,200
4	<input type="checkbox"/> up to \$71,400	<input type="checkbox"/> \$71,400-\$109,600	<input type="checkbox"/> \$109,600-\$171,350
5	<input type="checkbox"/> up to \$77,150	<input type="checkbox"/> \$77,150-\$118,400	<input type="checkbox"/> \$118,400-\$185,050
6	<input type="checkbox"/> up to \$82,850	<input type="checkbox"/> \$82,850-\$127,150	<input type="checkbox"/> \$127,150-198,750

Marque esta caja si sus ingresos no llegan a las tarifas que corresponden con el tamaño de su hogar.

5. ¿Recibe usted asistencia de alguna de estas organizaciones?

- CalWORKs Asistencia General Seguro Social vales para alimentos
 Medi-Cal Sección 8 WIC

6. ¿Eres Hispano/Latino? Si No

7. Raza (Marque uno):

- Indio Americano/Nativo de Alaska Asiático Blanco
 Nativo de Hawái/de las Islas del Pacifico Asiático/Blanco Negro/Africano Americano
 Indio Americano/Nativo de Alaska/Blanco Negro/Africano Americano/Blanco
 Indio Americano/Nativo de Alaska/Negro
 Otro Multirracial: _____

Yo juro bajo pena de perjurio que la información proveída es verdadera y correcta. Yo reconozco que la información solicitada será para determinar mi elegibilidad para este programa. Yo acepto que material o declaraciones hechas mal o negligentemente por mí, pueden constituir una violación federal y pueden tener un resultado negativo en mi participación en este programa.

Firma _____

Fecha _____

EXHIBIT D
PERMIT, FINDINGS, AND CONDITIONS OF APPROVAL FOR DEVELOPMENT



**CONTRA COSTA COUNTY
DEPARTMENT OF CONSERVATION & DEVELOPMENT
COMMUNITY DEVELOPMENT DIVISION**

APPROVED PERMIT

APPLICANT:	Andy Byde for Calibr Ventures, Inc. 115 Jennifer Ct Alamo, CA 94507	APPLICATION NO.:	CDSD20-09531
		ASSESSOR'S PARCEL NO.:	166-030-001 and 166-030-002
		PROJECT LOCATION:	1024 and 1026 Grayson Road Pleasant Hill, CA 94523
OWNER:	Grayson Road, LLC PO BOX 54390 Oklahoma City, OK 73154	ZONING DISTRICT:	Single-Family Residential (R-15)
		EFFECTIVE DATE:	February 27, 2024
		VESTING DATE:	December 17, 2020

A VESTING TENTATIVE MAP to subdivide a 3.05-acre project site into 10 lots, with one restricted, for-sale, moderate-income lot (Lot 1) in the Pleasant Hill area has been APPROVED by the Contra Costa County Board of Supervisors. This approval includes complete on and off-site improvements, the removal of 97 trees, work within the dripline of 17 trees, and more than 1,000 cubic yards of grading. This approval by the County Board of Supervisors is based on the attached findings and subject to the attached conditions of approval.

By: 

Ruben L. Hernandez
Deputy Director

Unless otherwise provided, THIS PERMIT WILL EXPIRE THREE (3) YEARS from the effective date if the action allowed by this permit is not undertaken within that time.

PLEASE NOTE THE EFFECTIVE DATE, as no further notification will be sent by this office.

**FINDINGS AND CONDITIONS OF APPROVAL FOR COUNTY FILE #CSD21-09531:
ANDY BYDE, CALIBR VENTURES (APPLICANT) GRAYSON ROAD LLC (OWNER) AS
APPROVED BY THE BOARD OF SUPERVISORS ON FEBRUARY 27, 2024**

FINDINGS

I. Growth Management Performance Standards

1. Traffic: Traffic engineers and planners use the concepts of Level of Service (LOS) and Vehicle Miles Traveled (VMT) to qualitatively describe traffic conditions. Additionally, the Contra Costa Transportation Authority (CCTA) Growth Management Plan, the West Contra Costa Transportation Advisory Committee (WCCTAC) Action Plan, and the County of Contra Costa (County) General Plan establish measures of effectiveness and requirements for the analysis and disclosure of circulation impacts associated with new land developments. Potential circulation impacts may be expected, and traffic impact analyses are required for projects that generate more than 100 net new peak-hour trips. A project generating less than 100 peak-hour trips generally will not create or exacerbate any current traffic patterns. Using standard Institute of Transportation Engineers (ITE) trip generation trip rates, the eight additional housing unit project will generate eight AM and eight PM gross peak-hour trips. At this expected rate, the cumulative effect to local roadways is negligible.

Senate Bill (SB) 743 established a change in the metric to be applied for determining traffic impacts associated with development projects. Rather than the delay-based criteria associated with a Level of Service (LOS) analysis, the increase in Vehicle Miles Traveled (VMT) associated with a project is now the basis for determining impacts. Contra Costa County adopted the Transportation Analysis Guidelines, which includes a VMT policy on June 23, 2020.

Pursuant to the County guidelines, projects of 20 residential units or less should be expected to cause a less-than-significant impact under CEQA and do not require a project specific traffic impact analysis. The project proposes eight additional residential units which is under the County guidelines VMT screening criteria threshold. Therefore, the impacts from the project are expected to be inconsequential.

2. Water: The GMP requires new development to demonstrate that adequate water quantity can be provided. The subject property is within the East Bay Municipal Utility District (EBMUD) service area. In an agency comment letter for the project, EBMUD stated that water service for the project could be accommodated. Thus, adequate water quantity is available to the project.
3. Sanitary Sewer: The GMP requires that new development demonstrate that adequate sanitary sewer service is available. The subject property is within the H. Central Contra Costa Sanitary District (CCCSD) service area. In an agency comment letter received from CCCSD, the district stated sanitary sewer service is available for the project and that the proposed project would not be expected to produce an unmanageable added capacity.
4. Fire Protection: The fire protection standards under the GMP require that a fire station be within one and one-half miles of development in urban, suburban and central business

district areas, or requires that automatic fire sprinkler systems be installed to satisfy this standard. The project site is within the Contra Costa Consolidated Fire Protection District jurisdiction, and the project requires the Fire District's review and approval prior to building permits being issued to ensure compliance with all fire codes and regulations. Compliance with all requirements suggests that the project will satisfy the GMP fire protection standards. CCCFPD, has 36 stations serving the County, including two stations within two miles of the project site. The nearest station to the project site is Station 5 at 205 Boyd Road in the City of Pleasant Hill, approximately 1.72 miles from the project site. Thus, sprinklers would be required for the residences on the property.

5. Public Protection: As the project will add to the County's population, the conditions of approval will require that prior to the recording of the parcel map, the owner of the property shall participate in establishing a special tax for the parcel created by this subdivision. The collected tax money will be used to augment existing police services to accommodate for the incremental increase in population as a result of this subdivision project.
6. Parks and Recreation: As the project will add to the County's population, the conditions for approval will require the project proponent to pay applicable Park Impact in-lieu fees for the new residences. These fees, in conjunction with all other Park Dedication fees collected for development within the County, will be used in part to purchase new park land and upgrade existing community parks as determined appropriate by the Board of Supervisors.
7. Flood Control and Drainage: The project is required to meet collect and convey requirements of the County Subdivision Ordinance Title 9, by constructing the necessary drainage improvements, or obtaining necessary exceptions to the code. The applicant must also comply with the County's National Pollutant Discharge Elimination System (NPDES) Permit and Stormwater Management and Discharge Control Ordinance, Title 10, for stormwater treatment. The new drainage improvements will both meet stormwater discharge requirements for stormwater treatment, while also accommodating all rainwater runoff generated by the project, as required by Title 9. Exemptions to allow private maintenance of drainage facilities is appropriate given the necessity of onsite detention.

II. Tentative Map Findings

1. *Required Finding: The County Planning Agency shall not approve a tentative map unless it finds that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the applicable general plan required by law.*

Project Finding: The proposed project will conform to the applicable General Plan land use designation of SL, Single-Family Low Density, 1.0-2.9 units per acre. The project proposes to utilize a Density Bonus pursuant to the State Density Bonus Law, under Government Code Section 65915. Government Code Sections 65915(j)(1) and 65915(C)(5) state that either granting a density bonus, concession, incentive, or waiver, "Shall not require or be interpreted, in and of itself, to require a general plan amendment, local coastal plan amendment, zoning change, study, or other discretionary approval." This language means

that the applicant's requests made pursuant to the Density Bonus Law do not require a General Plan Amendment to accommodate the additional density in the proposed project.

Each of the following factors has also been evaluated and found to be consistent: the extent to which the project is consistent with General Plan policies pertaining to compatibility of land uses; compliance with principles of the Urban Limit Line and Measure C-1990, protection of open spaces; and protection of water quality; and found no evidence of inconsistencies. Additionally, the projected related traffic is not anticipated to negatively affect local traffic patterns or significantly diminish the Level of Service of key intersections in the area or exceed VMT thresholds. The tentative parcel map for this subdivision is consistent with the applicable goals and policies as found in the County 2005-2020 General Plan. Therefore, based on the entire record and as summarized herein, the tentative map is consistent with the County General Plan.

2. *Required Finding: The County Planning Agency shall not approve a tentative map unless it shall find that the proposed subdivision fulfills construction requirements.*

Project Finding: As required by the conditions of approval, the project does not pose any significant traffic impacts and must comply with the "collect and convey" requirements and design standards for construction of public roads. Prior to issuance of building permits, the applicant is required to contribute fees for parks and recreation, school districts, child care and police services. Payment of these fees along with compliance with the applicable California Building Code will fulfill all obligations related to construction of the project. Therefore, based on the proposal, no physical circumstances would restrict the developer from completing the project.

III. Tree Permit Findings

Required Finding: The Zoning Administrator is satisfied that necessary factors as provided by County Code Section 816-6.8010 for granting a tree permit have been satisfied.

Project Finding: An Arborist Report dated May 6, 2020 prepared by Traverso Tree Service, identified 117 code-protected trees in the project work area. The report recommended removal of 97 trees to accommodate the proposed development and called for the protection of 17 trees with work within their dripline. The Tree Protection and Preservation Ordinance states that the director of the department may attach conditions to ensure compliance with the chapter and code. These conditions may include a requirement to replace any or all trees on a comparable ratio of either size or quantity. To meet this requirement the applicant would be required to submit and implement a landscaping and irrigation plan that includes replacement of the trees that have been removed. Trees planted will be spaced in a manner that promotes their long-term growth habits and will be replaced at a ratio of 3:1 ratio for native trees, or out-of-kind at 1:1 ratio for non-native trees, or the maximum that can be practicably accommodated on the site.

IV. California Environmental Quality Act (CEQA) Findings

In accordance with the state Guidelines for Implementation of the California Environmental Quality Act (CEQA), an initial study was prepared to determine the potential environmental impacts of the proposed development project. The initial study identified potential impacts in the areas of Air Quality, Biological Resources, Cultural Resources, Geological Resources, and Tribal Cultural Resources. Upon completion of the Initial Study, it was determined that mitigation measures could be incorporated into the project description that would reduce these project impacts to a less than significant level. These mitigation measures have been incorporated into the project as recommended conditions of approval.

The Initial Study, Notice of Public Review, and Notice of Intent to Adopt a Mitigated Negative Declaration were first posted with the County Recorder and circulated for public and agency review on April 22, 2022. In response to extensive comments from the California Department of Fish and Wildlife, the applicant revised the project and updated multiple studies, including the Biological Resources Analysis and associated mitigation measures. The revised MND was then prepared and circulated for public and agency review on March 24, 2023. The final day for providing comments on the adequacy of the Initial Study was April 24, 2023. Two agency comments were received during the comment period: California Department of Fish Wildlife and EBMUD. Additionally, seven comment letters were received from individuals. No additional impacts were identified in these comments and all comments are summarized and responded to in the project staff report.

Notice of the proposed project was sent to Native American tribes, as applicable for consultation with Native American tribes under Public Resources Code Sections 21080.3.1. A Tribal Consultation List from the Native American Heritage Commission, dated October 28, 2015, was used to identify tribes traditionally and culturally affiliated with the project area. No requests for consultation were received.

CONDITIONS OF APPROVAL FOR COUNTY FILE #CDS20-09531

1. Approval of the Vesting Tentative Map for a 10 Residential-Lot Subdivision; is generally based on the following documents:
 - Application and materials received on January 13, 2020;
 - Revised Project Description Dated March 25, 2022;
 - Revised Vesting Tentative Map for Subdivision CDS20-09531, received January 28, 2022;
 - Architectural Plans received December 15, 2021;
 - Hydrology And Storm Water Detention Report prepared by Debolt Civil Engineering Inc., dated February 22 2022;

- Storm Water Control Plan prepared by Debolt Civil Engineering Inc., dated February 22 2022;
 - Grayson Road Inclusionary Housing Plan submitted September 18, 2023;
 - Grayson Road Density Bonus Proposal submitted September 18, 2023;
 - Geotechnical Report prepared by ENGEO Incorporated dated October 4, 2019;
 - Archeological Survey and Historical Resources Evaluation Report prepared by Archaeological/Historical Consultants, dated February 2007;
 - Arborist Report by Traverso Tree Services, dated May 6, 2020;
 - Biological Resource Analysis Addendum prepared by Johnson Marigot Consulting, LLC., dated December 2022;
2. The concession to allow the installation of the complete frontage improvements be omitted in lieu of a reconstructed asphalt-concrete curb along the edge of pavement of Grayson Road along the project frontage as well as bicycle lane striping, is approved, as shown in the Vesting Tentative Map received on January 28, 2022. The applicant shall construct curb, 5-foot sidewalk, necessary longitudinal and transverse drainage, and necessary transitions along the north side of Grayson Road, beginning at the existing sidewalk terminus opposite the project site and continuing eastward to the west side of Buttner Road at its intersection with Grayson Road, culminating with an ADA-compliant ramp at the intersection. These requirements may be modified as necessary to conform to the City of Pleasant Hill's standards.
 3. The waivers to development standards is Approved, as shown on the Vesting Tentative Parcel Map received January 28, 2022 to allow:
 - a. A reduction in minimum lot size for Lots 1 and 4-10;
 - b. A reduction in the minimum lot width for Lots 1-10 to allow lot average widths as low as 56 feet;
 - c. A reduction in minimum lot depth for Lot 1; and
 - d. Reduced residential setback requirement to allow 14-foot front setbacks to residences (20 feet to garages), and 0-foot setbacks for retaining walls 6 feet or less.
 4. This permit authorizes the development of ten lots on the subject property as generally identified in the CDS20-09531 vesting tentative map and documents referenced above.
 5. A Tree Permit to allow removal of 97 code-protected trees, and work within the dripline of 17 code-protected trees, as shown in the Arborist Report by Traverso Tree Services, dated May 6, 2020, is Approved.

Indemnification

6. Pursuant to Government Code Section 66474.9, the applicant (including the subdivider or any agent thereof) shall defend, indemnify, and hold harmless the County and its agents, officers, and employees from any claim, action, or proceeding against the Agency (the County) or its agents, officers, or employees, to attack, set aside, void, or annul, the Agency's approval concerning this subdivision map application, which action is brought within the time period provided for in Section 66499.37. The County will promptly notify the subdivider of any such claim, action, or proceeding and cooperate fully in the defense.

Application Costs

7. The Major Subdivision application was subject to an initial deposit of \$7,525.00 that was paid with the application submittal, plus time and material costs if the application review expenses exceed the initial deposit. Any additional fee due must be paid prior to issuance of a building permit, or 60 days of the effective date of this permit, whichever occurs first. The fees include costs through permit issuance and final file preparation. Pursuant to Contra Costa County Board of Supervisors Resolution Number 2013/340, where a fee payment is over 60 days past due, the application shall be charged interest at a rate of ten percent (10%) from the date of approval. The applicant may obtain current costs by contacting the project planner. A bill will be mailed to the applicant shortly after permit issuance.

Compliance Report Prior to Filing the Parcel Map

8. At least 45 days prior to filing of the Parcel Map or issuance of a grading or building permit, whichever occurs first, the applicant shall provide a permit compliance report to the Department of Conservation and Development, Community Development Division (CDD) for review and approval. The report shall identify all conditions of approval that are administered by the CDD. The report shall document the measures taken by the applicant to satisfy all relevant conditions. Copies of the permit conditions may be obtained from the CDD. Unless otherwise indicated, the applicant will be required to demonstrate compliance with the applicable conditions of this report prior to filing the Final Map.

The permit compliance review is subject to staff time and materials charges, with an initial deposit of \$2,000 which shall be paid at the time of submittal of the compliance report.

Fencing

9. Prior to planning approval of a grading or building permit, a fencing plan program shall be submitted to CDD for the review and approval. The approved program shall be attached to the CC&Rs.

CC&Rs

10. Prior to recording the Final Map, Covenants, Conditions and Restrictions (CC&R's) shall be submitted to CDD for review and approval. This document shall include the maintenance obligation requirements of Public Works condition(s) of approval.

Park Dedication Fees

11. Prior to CDD stamp-approval of plans for issuance of a building permit for a new residence, the project sponsor shall demonstrate to the satisfaction of Community Development Division (CDD) that all Park Dedication fees have been paid for the subdivision.

Child Care Fees

12. Prior to CDD stamp-approval of plans for issuance of a building permit for a new residence, the project sponsor shall demonstrate to the satisfaction of CDD that all child care facility fees have been paid for the subdivision.

Police Services Fees

13. Election for Establishment of a Police Services District to Augment Police Services: Prior to the recordation of the Final Map, the owner of the property shall participate in the provision of funding to maintain and augment police services by voting to approve a special tax for the parcels created by this subdivision approval. The tax shall be per parcel annual amount (with appropriate future CPI adjustment) established at the time of voting by the Board of Supervisors. The election to provide for the tax shall be completed prior to filing the Final Map. The property owner shall be responsible for paying the cost of holding the election, payable at the time the election is requested by the owner. Allow a minimum of three to four months for processing.

Water Efficient Landscape Ordinance

14. The applicant shall comply with California Model Water Efficient Landscape Ordinance (Division 2, Title 23, California Code of Regulations, Chapter 2.7, Sections 490 through 495) and/or any applicable State mandated landscape/water related requirements applicable at the time of landscaping installation for the project. To the maximum extent feasible, the project proponent shall use drought tolerant vegetation for the development.

Aesthetics

15. Thirty days prior to applying for a building permit for new residence, the applicant shall submit a Lighting Plan for review and approval by the CDD. At a minimum, the plan shall include the following measures:
 - All outdoor lighting, including façade, yard, security, and street lights, shall be oriented down, onto the subject property or road.
 - Back shields or functionally similar design elements shall be installed on every lighting pole to reduce lighting from spilling off site, and to ensure that lighting remains within the subject property. **(Mitigation Monitoring (MM) Aesthetics 1)**

Air Quality

16. The following Bay Area Air Quality Management District, Basic Construction Mitigation Measures shall be implemented during the project and shall be included on all construction plans:
- All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
 - All haul trucks transporting soil, sand, or other loose material to and from the site shall be covered.
 - All visible mud or dirt tracked-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
 - All vehicle speeds on unpaved roads shall be limited to 15 mph.
 - All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
 - Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]).
 - All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications.
 - Post a publicly visible sign with the telephone number and person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations (**MM Air Quality 1**)

Biological Resources

17. If it is determined that additional native trees can be protected in place while still achieving project objectives (as determined by the project Arborist in coordination with the Construction Manager and the project proponent), the project proponent will determine if additional trees can be saved based upon the potential impacts from the grading to the root structure of the trees by "field-fit" grading activities to the greatest extent practicable to conduct such avoidance.
18. In the spring immediately prior to project implementation, protocol-level rare plant surveys shall be conducted on the project site. Rare plant surveys shall be conducted by a qualified botanist, in accordance with all applicable survey guidelines including those published by the United States Fish and Wildlife Service (USFWS), California Department of Fish and Wildlife (CDFW), and the California Native Plant Society (CNPS). If determined to be necessary by the qualified Botanist, reference site surveys shall be conducted to confirm plant phenology (flowering periods).

If State or federally listed plants are observed on-site during protocol-level rare plant surveys, all compensatory mitigation requirements and additional avoidance and minimization measures identified by CDFW and/or USFWS shall be implemented. If CNPS-Ranked species are observed on-site during protocol-level rare plant surveys, salvage of

seed and/or root stock shall be conducted under the direction a qualified Botanist and in coordination with a qualified plant conservation institution or native nursery. **(MM Biology 1)**

19. All trees removed from the on-site riparian woodland shall be replaced in-kind and on-site to the greatest extent practicable at a 3:1 ratio for native trees, or out-of-kind at 1:1 ratio for non- native trees, to be replaced with native trees. A total of 18 native trees within the riparian woodland community are scheduled for removal – these trees would be replaced with approximately 54 native riparian woodland tree species including valley oak, coast live oak, California buckeye, and black walnut. A replacement tree planting plan shall be approved by the County along with landscape plans prior to issuance of building permits.

All trees removed from the onsite valley oak woodland shall be replaced in-kind and onsite at a 3:1 ratio for native trees, or out-of-kind at 1:1 ratio for non-native trees, to be replaced with native trees. A total of 32 native and 8 non-native trees within the valley oak woodland community are scheduled for removal – these trees shall be replaced, onsite, with approximately 104 native valley oak woodland tree species such as valley oak, coast live oak, blue oak, California black oak, interior live oak, California buckeye, and/or California bay laurel. Replacement trees shall be planted as 15-gallon trees, except that up to 50 percent of the required replacement trees may be planted as 5-gallon trees if it is determined based on an arborist report that long-term tree health and survival will be improved by starting with a smaller container size. Trees planted shall be spaced in a manner that promotes their long- term growth habits. All installed plant material shall meet the American Nurseryman’s Association Standards. Welded-wire cages shall be constructed around all tree plantings to protect them from deer herbivory. A replacement tree planting plan shall be approved by the County along with landscape plans prior to issuance of building permits. **(MM Biology 2)**

Trees shall be planted prior to requesting a final inspection on the residential building permit for each lot.

Required Security to Assure Completion of Plan Improvements: Prior to removal of trees or prior to CDD stamp-approval of plans for issuance of a building permit (e.g. demolition, grading or building), whichever occurs first, the applicant shall submit a security that is acceptable to the CDD. The bond shall include the amount of the approved cost estimate, plus a 20% inflation surcharge.

Initial Deposit for Processing of Security: The County ordinance requires that the applicant pay fees to cover all staff time and material costs of staff for processing the landscape improvement security. At the time of submittal of the security, the applicant shall pay an initial deposit of \$200.

Duration of Security: The security for each lot shall be retained by the County for a minimum of 12 months up to 24 months beyond the date of receipt of the security and from the time, the final inspection for the lot was approved. A prerequisite of releasing the bond between 12 and 24 months shall be to have the applicant arrange for the consulting arborist to inspect the trees and to prepare a report on the trees’ health. In the event that

CDD determines that the tree(s) intended to be protected has been damaged, and CDD determines that the applicant has not been diligent in providing reasonable restitution, then CDD may require that all part of the security be used to provide for mitigation of the damaged tree(s). Should one security be submitted for all lots, the security may be released upon complying with the requirements stated above and upon approval of a final inspection for the last lot constructed.

Annual monitoring of the mitigation trees shall be conducted by a qualified biologist during an initial establishment period. During annual monitoring, a minimum of 80% of the mitigation trees shall be alive and healthy (as demonstrated by growth and fruiting, as appropriate). If at any point during annual monitoring, survival and health drop below the minimum health requirement (80% healthy trees), an assessment of cause(s) for this health failure shall be provided by the qualified biologist, and remedial actions shall be implemented. If survival drops below 80%, trees will be replaced in-kind and at the same location, unless a different species or location is prescribed by the qualified biologist as part of remedial recommendations. Annual monitoring will occur up to 10 years, but may cease before then if the above success criteria are met during five consecutive years.

20. Prior to recordation of a final map, a Final Landscaping Plan shall be submitted for the review and approval of CDD. The Final Landscaping Plan shall include the tree restitution required by Mitigation Measure *Biology 2*, and be consistent shall conform to the State's Model Water Efficient Landscape Ordinance or the County's Ordinance, if one is adopted.

Prior to final building inspection, a completed WELO Part II – Certificate of Completion shall be submitted to CDD staff for review and approval.

All landscaping shall comply with California Model Water Efficient Landscape Ordinance (Division 2, Title 23, California Code of Regulations, Chapter 2.7, Sections 490 through 495) and/or any applicable State mandated landscape/water related requirements applicable at the time of landscaping installation for the project. To the maximum extent feasible, landscaping plans shall use drought tolerant vegetation for the development.

21. If vegetation removal, ground disturbance, or structure removal are scheduled to commence between February 1 and September 15, a preconstruction nesting bird survey of all suitable nesting habitat on the Project site and within the zone of influence (the area immediately surrounding the Project site that supports suitable nesting habitat that could be impacted by the proposed Project due to visual or auditory disturbance associated with the removal of vegetation and construction activities scheduled to occur during the nesting season) shall be conducted by a qualified biologist within 5 days prior to commencement of vegetation removal or ground disturbance. If no nesting birds are observed during the survey, the vegetation removal and/or ground disturbance may commence as planned. If nesting birds are observed during the survey, a non-disturbance buffer based on species, nest stage, and site conditions shall be established.

This buffer shall remain in place until such a time as the young have been determined (by a qualified Biologist) to have fledged. Nests shall be monitored daily by a qualified Biologist during project-related activities to determine the sufficiency of the buffer and

whether it should be expanded to protect the nest based on disruptions to an individual bird's natural nesting behaviors. If the buffer is determined to be sufficient, monitoring shall be reduced to twice a week until fledging occurs. If any change in bird behavior is detected, active nest buffers will increase as determined by a qualified Biologist. Nesting bird surveys shall be repeated if there is a lapse in project activities of seven days or more.

(MM Biology 3)

22. A pre-construction survey for special-status reptile species shall be performed no more than 48 hours prior to ground disturbance or vegetation removal to determine presence/absence of Alameda whipsnake and western pond turtle. Worker Environmental Awareness training discussing the potential for these species shall be conducted by the qualified Biologist or Biological Monitor for all construction personnel working within the project site prior to construction. **(MM Biology 4)**
23. Directed pre-construction surveys for the California red-legged frog (CRLF) shall be performed prior to construction activities. The creek channel and associated riparian woodland may serve as dispersal areas for CRLF. A qualified Biologist shall conduct a pre-construction survey of these habitats for CRLF preceding the commencement of construction activities to verify presence/absence of this species.

In order to mitigate for potential impacts to California red-legged frog (CRLF) and western pond turtle, wildlife exclusion fencing (ERTEC fencing) shall be installed along the grading limit of the project site to prevent dispersal into the grading and work areas of the site from the creek channel and/or the riparian corridor. Fencing should be trenched into the ground but a minimum of 6 inches and a lip should be formed along the top of the fence line. A qualified Biologist or Biological Monitor shall be on-site during initial ground-disturbing activities to inspect the work area and fence lines daily for special-status amphibians and other wildlife. Worker Environmental Awareness training discussing the potential for these species should be conducted by the qualified Biologist or Biological Monitor for all construction personnel working within the project site. If any CRLF or other listed amphibians are found during construction activities, the United States Fish and Wildlife Service (USFWS) should be consulted to approve capture and relocation by a qualified Biologist. **(MM Biology 5)**

24. A Storm Water Pollution Prevention Plan (SWPPP) and a Storm Water Management Plan (SWMP) shall be designed to ensure that best management practices (BMPs) are implemented so there are no impacts to water quality in Grayson Creek resulting from project construction or postconstruction storm water run-off. **(MM Biology 6)**
25. Vegetation planted within on-site undeveloped areas shall be comprised of native valley oak woodland species to the greatest extent practicable. Landscape plans shall prioritize native vegetation and shall be approved by the County prior to issuance of building permits. **(MM Biology 7)**
26. For all project activities planned in or adjacent to potential bat roosting habitat, such as structures and/or involving woody vegetation modification or removal of any and all trees,

a qualified Biologist shall conduct daytime and evening acoustic surveys in addition to extensive visual surveys of potential habitat for special-status bats at least 7 days prior to initiation of project activities. If bats are found on-site, a qualified Biologist shall identify the species, estimated quantity present, roost type, and roost status, but shall avoid disturbing bats during surveys. A qualified Biologist shall also create a Bat Mitigation and Monitoring Plan if special- status bat species are detected prior to the start of project activities. The Bat Mitigation and Monitoring Plan shall include: (1) an assessment of all project impacts to special-status bats, including noise disturbance during construction; (2) effective avoidance and minimization measures to protect special-status bats; (3) and compensatory mitigation for permanent impacts to special-status bats or their nesting/roosting habitat. If structures, trees, or other refugia equivalents are slated for limbing, removal, or modification, the Bat Mitigation and Monitoring Plan shall include the following measures:

- a. To ensure that special-status bats have left potential roosting refugia, work shall occur over the course of two days. On the first day, smaller limbs or items from the identified trees or structures shall be brushed back or modified in the late afternoon. This disturbance should cause any potential roosting bats to seek other roosts during their nighttime foraging. The remainder of the refugia item can then be further limbed or removed as needed on the second day as late in the afternoon as feasible. If bats are found injured, or if bat mortality occurs during the course of tree work, a qualified Biologist shall record the species impacted, and the number of individuals documented.
- b. Tree limbing, modification, removal, or work on structural refugia shall not be performed under any of the following conditions: during any precipitation events, when ambient temperatures are below 4.5 degrees Celsius, when windspeeds exceed 11 miles per hour, and/or any other condition which may lead to bats seeking refuge.
- c. If special-status bats are found utilizing a tree, structure, or equivalent for roosting, the Bat Mitigation and Monitoring Plan shall include permanent artificial roosting habitat installation that shall be adjacent to, and sufficient for, the species observed and associated ecology thereof. Effective buffer zones for the installation and monitoring of the artificial roosts shall be determined and established by a qualified Biologist. Artificial roosts shall follow the 2018 Acceptable Management Practices for Bat Species Inhabiting Transportation Infrastructure.

(MM Biology 8)

27. During project implementation, the applicant shall implement the following Tree Preservation Guidelines, as detailed in the Revised Arborist Report Dated May 6, 2020 prepared by Traverso Tree Service, specially

Pre- Grading Phase

- a. Mulch from tree removals may be spread out under the driplines of trees that will be retained, keeping at least 12" away from the trunks.
- b. Prior to construction or grading, contractor shall install protection fencing to construct a temporary Tree Protection Zone (TPZ) around each tree or grove of trees to be saved.

- c. TPZ fencing shall encompass the driplines and be approved by the project arborist.
- d. TPZ fencing shall remain in an upright sturdy manner from the start of grading until the completion of construction. Fencing shall not be adjusted or removed without consulting the project arborist.

Grading and Construction Phase

- a. The project arborist shall be on-site during excavation/grading within driplines, especially trees: #'s 102, 137, 138, 154, 157, 159, 160, 160b, 162, 163, 173, 173c, 182, 183, 185, 186, 189.
- b. Should roots > 2" be encountered, arborist shall cleanly prune roots with a handsaw or sawzall, and immediately re-cover. Irrigate as necessary.
- c. If needed, canopy pruning shall be performed by personnel certified by the International Society of Arboriculture (ISA). All pruning shall adhere to ISA and American National Standards Institute (ANSI) Standards and Best Management Practices.
- d. Project arborist to set guidelines prior to pruning.
- e. Should Tree Protection Zone (TPZ) encroachment be necessary, the contractor shall contact the project arborist for consultation and recommendations.
- f. Contractor shall keep TPZs free of all construction-related materials, debris, fill soil, equipment, etc. The only acceptable material is mulch spread out beneath the trees.
- g. Should any damage to the trees occur, the contractor shall promptly notify the project Arborist to appropriately mitigate the damage.

Landscaping Phase

- a. The Tree Protection Zone (TPZ) fencing shall remain in place with the same restrictions until landscape contractor notifies and meets with the project arborist.
- b. Avoid all fill work, grade changes, and trenching within driplines unless it is performed by hand, and approved by the project arborist.
- c. Pipes shall be threaded under or through large roots without damaging them.
- d. Contractor shall avoid trenching and grade changes within driplines.
- e. All planting and irrigation shall be kept a minimum of 10' away from native oaks. All irrigation within the driplines shall be targeted at specific plants, such as drip emitters or bubblers. No overhead irrigation shall occur within the driplines of native oaks.
- f. All planting within oak driplines shall be compatible with oaks, consisting of plant material that requires little to no water after two years' establishment. A list of oak compatible plants can be found in a publication from the California Oak Foundation, available at: <http://californiaoaks.org/wpcontent/uploads/2016/04/CompatiblePlantsUnderAroundOaks.pdf>

Cultural Resources

- 28. All project-related ground disturbance shall be monitored by an archaeologist who meets the Secretary of the Interior's professional qualification standards for archaeology. In the event that significant cultural resources are discovered during construction activities, the applicant/project owner or sponsor shall ensure that operations within a 100-foot radius of the find shall cease and the archaeologist will be consulted to determine whether the resource requires further study. The standard inadvertent discovery clause shall be included on the grading plans submitted to the City to inform contractors of this

requirement. Potentially significant cultural resources consist of but are not limited to stone, bone, fossils, wood, or shell artifacts or features, including hearths, structural remains, or historic dumpsites. The archaeologist shall make recommendations to the City concerning appropriate measures, which shall be implemented by the applicant/project owner or sponsor to protect the discovered resources, including but not limited to recordation on appropriate California Department of Parks and Recreation (DPR) forms, evaluation, or excavation of the finds in accordance with CEQA Guidelines, Section 15064.5. **(MM Cultural Resources 1)**

29. In the event of accidental discovery or recognition of any human remains, CEQA Guidelines Section 15064.5, Health and Safety Code Section 7050.5, and Public Resources Code Sections 5097.94 and 5097.98 shall be followed. If during the course of construction activities there is accidental discovery or recognition of any human remains, the following steps shall be taken:
- a. There shall be no further excavation or disturbance within 100 feet of the remains until the County Coroner is contacted to determine if the remains are Native American and if an investigation of the cause of death is required. If the coroner determines the remains to be Native American, the coroner shall contact the Native American Heritage Commission (NAHC) within 24 hours, and the NAHC shall identify the person or persons it believes to be the Most Likely Descendant (MLD) of the deceased Native American. The MLD may make recommendations to the landowner or the person responsible for the excavation work within 48 hours, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code section 5097.98.
 - b. Where the following conditions occur, the landowner or his or her authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity either in accordance with the recommendations of the most likely descendant or on the project site in a location not subject to further subsurface disturbance:
 - The NAHC is unable to identify a most likely descendent or the most likely descendent failed to make a recommendation within 48 hours after being notified by the commission.
 - The descendant identified fails to make a recommendation.
 - The landowner or his authorized representative rejects the recommendation of the descendant, and mediation by the NAHC fails to provide measures acceptable to the landowner.

(MM Cultural Resources 1)

Geotechnical Report

30. Prior to issuance of grading permits, the project applicant shall incorporate all recommendations provided in the project-Geotechnical Exploration into project plans, which shall be subject to review and approval by the County Geologist, or designee, prior to permit issuance. The geotechnical recommendations shall be implemented including

general earthwork recommendations for site preparation, conditioning of expansive soils, removal of buried structures, removal of fill and disturbed soil, surface and subsurface drainage, biofiltration facilities, foundations, concrete flatwork, retaining walls, spread and pier footings, pavement areas, utility trenches, project review, and construction monitoring. Additionally, these include recommendations related to structural design, foundation design, foundation systems, slabs, moisture barriers, seismic design, walls, footings, slabs and walkways, concrete design, corrosion, pavement design, as well as lot maintenance, and future plan reviews. **(MM Geology 1)**

31. The project applicant shall retain a qualified Paleontologist to conduct paleontological monitoring during all earth-disturbing construction activities. Should any significant fossils (I.e., bones, teeth, or unusually abundant and well-preserved invertebrates or plants) be unearthed, the construction crew shall not attempt to remove them, as they could be extremely fragile and prone to crumbling, and to ensure their occurrence is properly recorded; instead, all work in the immediate vicinity of the discovery shall be diverted at least 15 feet until a professional paleontologist assesses the find and, if deemed appropriate, salvages it in a timely manner. All recovered fossils shall be deposited in an appropriate repository, such as the University of California Museum of Paleontology (UCMP), where they would be properly curated and made accessible for future study. **(MM Geology 2)**

Noise

32. To reduce potential construction noise impacts, the following multi-part mitigation measure shall be implemented for the proposed project:
 - a. The construction contractor shall ensure that all equipment driven by internal combustion engines shall be equipped with mufflers, which are in good condition and appropriate for the equipment.
 - b. The construction contractor shall ensure that unnecessary idling of internal combustion engines (i.e., idling in excess of 5 minutes) is prohibited.
 - c. The construction contractor shall utilize "quiet" models of air compressors and other stationary noise sources where such market available technology exists.
 - d. At all times during project grading and construction, the construction contractor shall ensure that stationary noise-generating equipment shall be located as far as practicable from sensitive receptors and placed so that emitted noise is directed away from the nearest residential land uses.
 - e. The construction contractor shall designate a noise disturbance coordinator who would be responsible for responding to any local complaints about construction noise. The disturbance coordinator would determine the cause of the noise complaints (starting too early, bad muffler, etc.) and establish reasonable measures necessary to correct the problem. The construction contractor shall visibly post a telephone number for the disturbance coordinator at the construction site.

(MM Noise 1)

Construction Restrictions and Requirements

33. Prior to the issuance of building permits for the project, the project developer or contractor

shall mail a notice to each adjacent residential property providing them with the planned hours of operation and who to contact if there are noise concerns.

34. The applicant shall comply with the following restrictions and requirements, which shall be stated on the face of the construction drawings:

A. Unless approved otherwise via prior authorization from the Zoning Administrator for special circumstances, construction activities are limited to the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday, and are prohibited on the calendar dates that the following state and federal holidays are observed:

New Year's Day (State and Federal)
Birthday of Martin Luther King, Jr. (State and Federal)
Washington's Birthday (Federal)
Lincoln's Birthday (State)
Presidents' Day (State and Federal)
Cesar Chavez Day (State)
Memorial Day (State and Federal)
Juneteenth National Independence Day (Federal)
Independence Day (State and Federal)
Labor Day (State and Federal)
Columbus Day (State and Federal)
Veterans Day (State and Federal)
Thanksgiving Day (State and Federal)
Day after Thanksgiving (State)
Christmas Day (State and Federal)

For details on the actual date the state and federal holidays occur, please visit the following websites:

Federal holidays: <http://www.opm.gov/fedhol>

California holidays: http://www.edd.ca.gov/payroll_taxes/State_Holidays.htm

B. Transport of heavy equipment and trucks is limited to weekdays between the hours of 9:00 A.M. and 4:00 P.M., and is prohibited on weekends and the aforementioned state and federal holidays.

C. The applicant shall make a good faith effort to minimize project-related disruptions to adjacent properties. This shall be communicated to project-related contractors.

D. Construction equipment and materials shall be stored onsite to the maximum extent practicable.

E. The site shall be maintained in an orderly fashion. Following the cessation of construction activity, all construction debris shall be removed from the site.

- F. Any debris found outside the site shall immediately be collected and deposited in appropriate receptacles.
- G. The applicant shall require their contractors and subcontractors to fit all internal combustion engines with mufflers that are in good condition and shall locate stationary noise-generating equipment such as air compressors as far away from existing residences as possible.

Contingency Restitution Should Altered Trees Be Damaged

35. Trees to be Preserved but Altered – Pursuant to the conclusions of the arborist report, proposed improvements within the root zone of trees noted on the site plan to be preserved have been determined to be feasible and still allow for preservation provided that the recommendations of the arborist are followed. Pursuant to the requirements of Section 816- 6.1204 of the Tree Protection and Preservation Ordinance, to address the possibility that construction activity nevertheless damages these trees, the applicant shall provide the County with a security (e.g. bond, cash deposit) to be submitted prior to CDD stamp-approval of plans for issuance of a building permit (e.g. demolition, grading or building), whichever occurs first, to allow for replacement of trees intended to be preserved that are significantly damaged by construction activity. The security shall be based on:
- a. Extent of Possible Restitution Improvements – The planting of **17, 15-gallon trees, which shall include California native species**, in the vicinity of the affected trees, or equivalent planting contribution, and subject to prior review and approval of CDD.
 - b. Determination of Security Amount: The security shall be submitted for each lot and provide for all of the following costs:
 - i. Preparation of landscape/irrigation plan by a licensed landscape architect or arborist, which shall comply with the State’s Model Water Efficient Landscape Ordinance or the County Ordinance, if one is adopted;
 - ii. Labor and materials estimate for planting the potential number of trees and related irrigation improvements that may be required, prepared by a licensed landscape contractor; and
 - iii. An additional 20% of the total of the above amounts to address inflation costs.
 - c. Initial Deposit for Processing of Security – The County Ordinance requires that the applicant cover all time and material costs of staff for processing a tree protection security. The Applicant shall pay an initial fee deposit of \$200 at time of submittal of a security.
 - d. Duration of Security: The security for each lot shall be retained by the County for a minimum of 12 months up to 24 months beyond the date of receipt of the security and from the time, the final inspection for the lot was approved. A prerequisite of releasing the bond between 12 and 24 months shall be to have the applicant arrange for the consulting arborist to inspect the trees and to prepare a report on the trees’ health. In the event that CDD determines that the tree intended to be protected has been damaged by development activity, and CDD determines that the applicant has

not been diligent in providing reasonable restitution of the damaged trees, then CDD may require that all part of the security be used to provide for mitigation of the damaged tree(s). Should one security be submitted for all lots, the security may be released upon complying with the requirements stated above and upon approval of a final inspection for the last lot constructed.

Debris Recovery

36. At least 15 days prior to the issuance of a grading permit or building permit the developer shall submit Construction Waste Management Plan, which identifies approved methods to comply with CalGreen requirement to recycle and/or salvage for reuse construction and demolition waste materials generated at the jobsite.

Prior to Final Inspection, developer shall submit Final Report containing information and supporting documentation of the above-mentioned requirement.

Street Names

37. Prior to the recordation of the Final Map, proposed name(s) shall be submitted for review by the Department of Conservation and Development, GIS/Mapping Section. Alternate street names should be submitted. The Final Map cannot be certified by CDD without the approved street names.

Will Serve Letters

38. Prior to recordation of the Final Map, a copy of a will-serve letter from East Bay Municipal Utility District shall be submitted to CDD.
39. Prior to recordation of the Final Map, a copy of a will-serve letter from Central Contra Costa Sanitary District shall be submitted to CDD.

DEPARTMENT OF CONSERVATION AND DEVELOPMENT, HOUSING AND COMMUNITY IMPROVEMENT (HCI) DIVISION, CONDITIONS OF APPROVAL FOR COUNTY FILE #CDS21-09581

Inclusionary Housing Ordinance

40. This project is subject to County Ordinance Code, Chapter 822-4, Inclusionary Housing Ordinance. Terms and definitions regarding the Inclusionary Housing Ordinance are pursuant to this chapter. Pursuant to Section 822-4.402(b) of the County Ordinance Code, a residential development of five or more for-sale units shall require at least fifteen percent of the for-sale units to be developed and sold as affordable units. At least twenty percent of the inclusionary units shall be sold at an affordable price to lower-income households. The remaining inclusionary units shall be sold to moderate-income families at an affordable price.

For-Sale Inclusionary Housing In-Lieu Fee

41. The applicant, owner, and/or developer (Applicant) is required to construct 1.35 affordable units (9 total base units x 0.15 of total = 1.35 units) for the project. The Applicant has submitted an Inclusionary Housing Plan dated March 25, 2022, and proposes constructing one for-sale moderate income inclusionary unit (affordable to households making up to 120% Area Median Income) on Lot 1 of the property. The unit on Lot 1 is an approximately 3,097 square-foot single-family detached home consisting of four bedrooms. The one moderate-income unit proposed for compliance with the Inclusionary Housing Ordinance requirements is the same moderate-income unit required for compliance with the Density Bonus request. This unit may be referenced as inclusionary unit, density bonus unit, or both in these conditions. The requirements for the one moderate-income unit must comply with both the Inclusionary Housing Ordinance and State Density Bonus law, and the most restrictive requirements would apply.

The Applicant has proposed to pay a partial in-lieu fee for the fractional 0.35 inclusionary unit, and the County has accepted this proposal. The current calculation of the partial in-lieu fee for the fractional inclusionary unit is \$15,444.00. The final calculation of the in-lieu fee will be calculated upon payment. This in-lieu fee is non-refundable and non-transferable. A partial in-lieu fee of \$15,444.00 will be paid for the fractional .35 unit (.35 = 26% of the fee total of \$59,401. 26% of this fee = \$15,444.00)

Density Bonus Request

42. The Applicant submitted a revised project description which included a density bonus request dated March 25, 2022. The Applicant proposed constructing one moderate-income unit, constituting 13 percent of the total for-sale units in the development.

Density Bonus – Concession/Incentive

Pursuant to Government Code 65915, the Applicant may request one project concession or incentive for providing 13 percent (one unit) for moderate-income units of the total units within the for-sale housing development. The applicant requested the concession to not have to complete frontage improvements.

The County accepted the Applicant's request to not complete frontage improvements. To fully improve the property frontage would result in significant costs that could preclude the construction of the development at its proposed density including the moderate unit. The applicant shall construct curb, 5-foot sidewalk, necessary longitudinal and transverse drainage, and necessary transitions along the north side of Grayson Road, beginning at the existing sidewalk terminus opposite the project site and continuing eastward to the west side of Buttner Road at its intersection with Grayson Road, culminating with an ADA-compliant ramp at the intersection. These requirements may be modified as necessary to conform to the City of Pleasant Hill's standards.

Density Bonus – Reduction in Development Standards

Pursuant to Government Code 65915(e), the Applicant proposed a waiver or reduction of the following development standards:

- Lot Area – where the County Ordinance Code requires a minimum parcel size of 15,000 square feet, proposed lot sizes ranges from 7,347 to 22,460 square feet.
- Lot Width – where the County Ordinance Code requires a minimum parcel size of 100 feet, the proposed average lot widths range from 56.43 to 99.01 feet.
- Lot Depth – where the County Ordinance Code requires a minimum of 120 feet in depth, the proposed lot depths range from 87.45 to 331 feet. The lot depths for all proposed lots, except Lot 1 comply with the minimum requirements as proposed.
- Retaining Wall Structure Setbacks – where the County Ordinance Code considers all retaining walls over three feet as a structure that must meet all setback requirements, the proposed retaining wall setbacks is 0 feet on all lots.

Inclusionary Housing and Density Bonus Developer Agreement

43. Prior to the recordation of the Final Map or submittal of CDD stamp-approval of plans for issuance of building permits or grading permits for any portion of the residential development, whichever comes first, the Applicant shall execute an Inclusionary Housing and Density Bonus Housing Agreement (Agreement), form to be provided by the County, with the County pursuant to Chapter 822-4 Inclusionary Housing, Chapter 822-2 Density Bonus, and Government Code 95915 to ensure that the property will be deed restricted for one unit to be affordable and sold to a moderate income household. The Applicant should allow for a minimum 90-day period for the preparation, County approval, and recordation of the Agreement prior to the milestones referenced above.

To initiate the County to prepare and execute an Agreement, the Applicant must file a condition of approval compliance review application accompanied by the appropriate fees, documents, and exhibits listed in the most recent Inclusionary Housing Plan Checklist and/or Density Bonus Plan Checklist. The Agreement must be submitted to the Board of Supervisors before execution by all parties and recordation.

The Agreement will establish the process for determining the unit's maximum affordable sales price, buyer eligibility, and additional program details as referenced in Chapter 822-4, Inclusionary Housing Ordinance, and Government Code 65915.

A detailed timeline for the project, including the project's construction, marketing, the Applicant accepting and reviewing applications from qualified households, and the sale of the inclusionary unit.

General

44. The following are general terms for granting a density bonus and compliance with the Inclusionary Housing Ordinance.
- a. The Applicant hereby represents warrants and covenants that will cause the Agreement to be recorded in the real property records of Contra Costa County, California, and other places the County may reasonably request. The Applicant shall pay fees incurred with any such recording. The recording of the Agreement shall occur after the acceptance of the document by the County and before the recordation of the Final Map, Parcel Map, or CDD stamp-approval of plans for issuance of building permits or grading permits for any portion of the residential development, whichever comes first.
 - b. The one inclusionary unit in the project shall be available for sale to members of the general public who are income eligible. The Applicant shall not give preference to any particular class or group of persons in selling the units, except that the units must be sold to a household with income no higher than 120% of the Area Median Income for Contra Costa County as adjusted for family size as defined in Section 50093 of the California Health and Safety Code. There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g., SSI), age (except for lawful senior housing), ancestry, or disability, in the sale of the unit in the project nor shall the Applicant or any person claiming under or through the Applicant, establish or permit any such practice or practices of discrimination or segregation concerning the selection, location, number, use or occupancy of homeowners of any unit in connection with employment of persons for construction of the project.
 - c. The County will provide the Applicant with income certification forms to be completed by the potential homebuyers. The income levels of all moderate-income household applicants for the inclusionary/density bonus unit shall be pre-certified by the Applicant (or subsequent holder of the Agreement(s)) prior to submittal to the County for review and approval.
 - d. Upon violating any of the Agreement's provisions by the Applicant, the County may give written notice to the Applicant specifying the nature of the breach. If the violation is not corrected to the satisfaction of the County within a reasonable period, not longer than thirty (30) days after the date the notice is deemed received, or within such further time as the County determines is necessary to correct the violation, the County may declare a default under the Agreement. Upon declaration of a default or if the County determines that the Applicant has made any misrepresentation in connection with receiving any benefits under this Agreement, the County may apply to a court of competent jurisdiction for such relief at law or in equity as may be appropriate.

Terms of Affordability

45. The inclusionary unit shall be deed-restricted so that if the home is sold within forty-five (45) years, it must be sold at an affordable sales price to a moderate-income household.

The inclusionary unit shall be deed-restricted upon sale to ensure the continued affordability of this unit for the required term of affordability in accordance with Government Code 65915.

- a. Affordable Sales Price – means a sales price at which a moderate-income household can qualify for the purchase of target units, taking into account available financing, number of bedrooms and therefore, assumed household size, reasonable down payment, and affordable housing costs as defined in Health & Safety Code Section 50052.5. The affordable sales price for moderate income households must not exceed a price affordable to a persons and families whose income is at or below one hundred ten percent AMI.

Development Standards

46. The inclusionary unit must be constructed and finished in compliance with the approved Inclusionary Housing Plan. The unit is subject to the standards of Section 822.4.412 of the County Ordinance.
 - a. The inclusionary unit must be constructed and occupied before or concurrently with the market rate units within the same residential development. A hold will be placed on the final inspection/occupancy for all building permits issued within the subdivision to ensure that the inclusionary/density bonus unit meets this requirement.
 - b. The average number of bedrooms for the inclusionary unit must be equivalent to the average number of bedrooms for market-rate units within the same residential development.

Marketing and Homebuyer Selection

47. It is anticipated that the Applicant will construct all project units and market them before construction completion. The Applicant shall submit documentation and other information to the County for review and approval at least 90 days prior to construction completion and prior to the Applicant's request for a final building inspection and final occupancy of the building. The documentation and information required for review and approval are listed in the most recent Inclusionary Housing Plan Checklist or Density Bonus Plan Checklist and include, but are not limited to, the following:
 - a. Marketing Plan
 - b. Homebuyer Selection Plan. The homebuyer selection plan should include a provision for a lottery process for the inclusionary/density bonus unit.
 - c. Marketing Materials, including translated Marketing Materials in Spanish and Chinese.

In addition to other marketing efforts proposed by the Applicant in the marketing plan, the inclusionary unit shall be marketed through local, non-profit, social service, faith-based, and other organizations with potential buyers as clients or constituents.

Marketing materials shall be made available online for at least one month before the first sale and shared with County Housing staff to promote to its mailing lists. The Applicant shall translate marketing materials, and the marketing plan shall be submitted to the Department of Conservation and Development before marketing the inclusionary housing unit.

Marketing may also include publicity through local television and radio stations as well as local newspapers, including the Contra Costa Times, Classified Flea Market, El Mensajero, La Opinion, Thoi Bao Magazine, Berkeley/Richmond/San Francisco Posts, Korea Times, El Mundo, Hankook Il Bo, and the Sing Tao Daily.

48. The developer shall refer all qualified homebuyers to a HUD Homebuyer Counselor prior to the sale of the inclusionary unit.

For-Sale Inclusionary/Density Bonus Unit Restrictions

49. The initial sale of a for-sale inclusionary unit shall occur only to a household that meets the following criteria:
 - a. The household has not owned a residence within the previous three years; and
 - b. The household has no more than two hundred fifty thousand dollars in assets. The amount excludes assets reserved for a down payment and closing costs, assets in retirement savings accounts, and medical savings accounts.
 - c. The purchaser of the for-sale inclusionary/density bonus unit must agree to occupy the dwelling unit as their principal residence.
 - d. The term of affordability for the inclusionary/density bonus unit is 45 years.

The for-sale inclusionary unit may be resold after the initial sale to a moderate-income purchaser at a moderate-income sales price.

If a moderate-income purchaser cannot be found after diligently marketing the unit widely and after a period determined by DCD, the unit may be sold to an above-moderate-income purchaser at a market price, provided that the sale results in a recapture by the County of financial interest in the unit equal to the sum of:

The difference between the initial affordable sales price and the appraised market value of the unit at the time of the initial sale; and

The County's proportionate share of any appreciation since the time of the initial sale. Appreciation is the difference between the resale price to the above-moderate-income purchaser and the appraised market value at the initial sale. The County's proportionate share of appreciation is equal to the percentage by which the initial affordable sales price was less than the appraised market value at the time of the initial sale.

Prequalification of Homebuyers and Compliance Review

50. The Applicant is responsible for marketing and prequalifying potential homebuyers for income qualification. The Applicant shall submit for DCD's review and prequalification prior to the initial sale of the inclusionary/density bonus unit, and the Applicant shall submit to the Department of Conservation and Development for review and approval, all forms, and documentation demonstrating that the buyer of the unit is qualified as a moderate-income household. A hold shall be placed on the final inspection/ occupancy of all building permits associated with the construction of the residences in the project until documentation has been deemed adequate by the Department of Conservation and Development.

To initiate this prequalification review, the applicant must file a COA Compliance Review Application if there is no open compliance review application for this project.

51. The Applicant is responsible for keeping the Department of Conservation and Development informed of the contact information of the owner or designee responsible for maintenance and compliance with this permit and how they may be contacted (i.e., mailing addresses, email addresses, and telephone numbers) at all times.

- a. Prior to the recordation of the Final Map, Parcel Map, or CDD stamp-approval of plans for issuance of building permits or grading permits for any portion of the residential development, whichever comes first, and with filing a condition of approval compliance review, the Applicant shall provide the name of the contact representing the property owner for permit compliance and their contact information.
- b. Should the contact subsequently change (e.g., new designee or owner), within 30 days of the change, the Applicant shall issue a letter to the Department of Conservation and Development with the name of the new party who has been assigned permit compliance responsibility and their contact information. Failure to satisfy this condition may result in the commencement of procedures to revoke the permit.

PUBLIC WORKS

CONDITIONS OF APPROVAL FOR SUBDIVISION CDS20-09531

Applicant shall comply with the requirements of Title 8, Title 9, and Title 10 of the Ordinance Code. Any exception(s) must be stipulated in these Conditions of Approval. Conditions of Approval are based on the tentative map submitted to the Department of Conservation and Development on January 28, 2022.

COMPLY WITH THE FOLLOWING CONDITIONS OF APPROVAL PRIOR TO FILING OF THE PARCEL MAP.

General Requirements

52. In accordance with Section 92-2.006 of the Ordinance Code, this subdivision shall conform

to all applicable provisions of the Subdivision Ordinance (Title 9). Any exceptions therefrom must be specifically listed in this conditional approval statement. The drainage, road and utility improvements outlined below shall require the review and approval of the Public Works Department and are based on the vesting tentative map received by the Department of Conservation and Development, Community Development Division, on January 28, 2022.

53. Improvement plans prepared by a registered civil engineer shall be submitted, if necessary, to the Public Works Department, Engineering Services Division, along with review and inspection fees, and security for all improvements required by the Ordinance Code for the conditions of approval of this subdivision. Any necessary traffic signing and stripping shall be included in the improvement plans for review by the Transportation Engineering Division of the Public Works Department and the City of Pleasant Hill as applicable.

Roadway Improvements (Grayson Road)

54. The Applicant shall construct frontage improvements along Grayson Road in accordance with the recommendations of the City of Pleasant Hill. The applicant will need to demonstrate that the City of Pleasant Hill approves of the frontage improvements proposed under this project. The applicant shall construct curb, 5-foot sidewalk, necessary longitudinal and transverse drainage, and necessary transitions along the north side of Grayson Road, beginning at the existing sidewalk terminus opposite the project site and continuing eastward to the west side of Buttner Road at its intersection with Grayson Road, culminating with an ADA-compliant ramp at the intersection. These requirements may be modified as necessary to conform to the City of Pleasant Hill's standards.

Access to Adjoining Property

55. The Applicant shall furnish proof to the Public Works Department of the acquisition of all necessary rights of way, rights of entry, permits and/or easements for the construction of off-site, temporary or permanent, public and private road and drainage improvements.
56. The Applicant shall obtain an encroachment permit from the City of Pleasant Hill for construction within the limits of the City of Pleasant Hill.
57. The Applicant shall only be permitted access at the locations shown on the approved site/development plan.

Abutters Rights

58. Applicant shall relinquish abutter's rights of access along Grayson Road with the exception of the proposed private road intersection.

Road Alignment/Intersection Design/Sight Distance:

59. Applicant shall provide sight distance at the private road intersection with Grayson Road for a design speed of 35 miles per hour. The applicant shall trim vegetation, as necessary, to

provide sight distance at these driveways. Any new landscaping, signs, fencing, retaining walls, or other obstructions proposed at the driveways shall be setback to ensure that the sight lines are clear.

Private Road

60. Per the Vesting Tentative Map, Applicant shall construct an on-site roadway system to current County private road standards with a minimum pavement width of 28 feet, with 4.5-foot sidewalk (measured from the face of curb) within a minimum 33-foot access easement.
61. The Applicant shall construct the on-site roadways and the internal road network (serving the residential development) to current County private road standards. Although the proposed on-site roadways are shown as private, the pavement structural section shall conform to County public road standards.
62. Per the Vesting Tentative Map, applicant shall construct a paved turnaround at the end of the proposed private road subject to the review of the Fire District.

Street Lights:

63. Property owner(s) shall annex to the Community Facilities District (CFD) 2010-1 formed for Countywide Street Light Financing. Annexation into a street light service area does not include the transfer of ownership and maintenance of street lighting on private roads.

Bicycle - Pedestrian Facilities:

64. The Applicant shall design all public and private pedestrian facilities in accordance with Title 24 (for Accessibility) and the Americans with Disabilities Act. This shall include all sidewalks, paths, driveway depressions, and curb ramps. Adequate right-of-way shall be dedicated at the curb returns to accommodate the returns and curb ramps; accommodate a minimum 4-foot landing on top of any curb ramp proposed.

Parking

65. Parking shall be prohibited on one side of on-site roadways where the curb-to-curb width is less than 36 feet and on both sides of on-site roadways where the curb-to-curb width is less than 28 feet. "No Parking" signs shall be installed along these portions of the roads subject to the review and approval of the Public Works Department.

Utilities/Undergrounding

66. The Applicant shall underground all new and existing utility distribution facilities, including those along the frontage of Grayson Road. Applicant shall provide joint trench composite plans for the underground electrical, gas, telephone, cable television and communication conduits and cables including the size, location and details of all trenches, locations of building utility service stubs and meters and placements or arrangements of junction

structures as a part of the Improvement Plan submittals for the project. The composite drawings and/or utility improvement plans shall be signed by a licensed civil engineer.

Drainage Improvements:

67. Applicant shall collect and convey all stormwater entering and/or originating on this property, without diversion and within an adequate storm drainage facility, to a natural watercourse having definable bed and banks, or to an existing adequate public storm drainage system which conveys the stormwater to a natural watercourse, in accordance with Division 914 of the Ordinance Code. Applicant shall verify the adequacy at any downstream drainage facility accepting stormwater from this project prior to discharging runoff. If the downstream system(s) is inadequate to handle the existing and project condition for the required design storm event, applicant shall construct improvements to make the system adequate. Applicant shall obtain access rights to make any necessary improvements to off-site facilities.
68. The nearest public drainage facility is an existing storm drain located on Grayson Road. Applicant shall verify its adequacy prior to discharging run off.

Miscellaneous Drainage Requirements:

69. Applicant shall design and construct all storm drainage facilities in compliance with the Ordinance Code and Public Works Department design standards.
70. Applicant shall prevent storm drainage from draining across the sidewalk(s) and driveway(s) in a concentrated manner.

Floodplain Management:

71. A portion of the project property lies within a Special Flood Hazard Area (100 year flood boundary) as designated on the Federal Emergency Management Agency's Flood Insurance Rate Maps. The applicant shall be aware of and comply with the requirements of the National Flood Insurance Program (Federal) and the County Floodplain Management Ordinance as they pertain to development and future construction of any structures on this property.

Creek Banks and Creek Structure Setbacks:

72. The Property owner shall relinquish "development rights" over that portion of the site that is within the structure setback area of Grayson Creek. The structure setback area shall be determined by using the criteria outlined in Chapter 914 14, "Rights of Way and Setbacks," of the Subdivision Ordinance. "Development rights" shall be conveyed to the County by grant deed.
73. The property owner shall be aware that the creek banks on the site are potentially unstable. The property owner shall execute a recordable agreement with the County which states that the developer and the property owner and the future property owner(s) will hold harmless Contra Costa County and the Contra Costa County Flood Control and Water

Conservation District in the event of damage to the on-site and off-site improvements as a result of creek- bank failure or erosion.

National Pollutant Discharge Elimination System (NPDES):

74. The applicant shall be required to comply with all rules, regulations and procedures of the National Pollutant Discharge Elimination System (NPDES) for municipal, construction and industrial activities as promulgated by the California State Water Resources Control Board, or any of its Regional Water Quality Control Boards San Francisco Bay - Region II.

Compliance shall include developing long-term best management practices (BMPs) for the reduction or elimination of stormwater pollutants. The project design shall incorporate, wherever feasible, the following long-term BMPs in accordance with the Contra Costa Clean Water Program for the site's stormwater drainage.

- Minimize the amount of directly connected impervious surface area.
- Install approved full trash capture devices on all catch basins (excluding catch basins within bioretention basins) as reviewed and approved by Public Works Department. Trash capture devices shall meet the requirements of the County's NPDES Permit.
- Place advisory warnings on all catch basins and storm drains using current storm drain markers.
- Construct concrete driveway weakened plane joints at angles to assist in directing run-off to landscaped/pervious areas prior to entering the street curb and gutter.
- Distribute public information items regarding the Clean Water Program and lot specific IMPs to buyers.
- Other alternatives comparable to the above as approved by Public Works.

Stormwater Management and Discharge Control Ordinance

75. The applicant shall submit a final Storm Water Control Plan (SWCP) and a Stormwater Control Operation and Maintenance Plan (O+M Plan) to the Public Works Department, which shall be reviewed for compliance with the County's National Pollutant Discharge Elimination System (NPDES) Permit and shall be deemed consistent with the County's Stormwater Management and Discharge Control Ordinance (§1014) prior to filing of the Final Map. All time and materials costs for review and preparation of the SWCP and the O+M Plan shall be borne by the applicant.

76. Improvement plans shall be reviewed to verify consistency with the final SWCP and compliance with Provision C.3 of the County's NPDES Permit and the County's Stormwater Management and Discharge Control Ordinance (§1014).

77. Stormwater management facilities shall be subject to inspection by the Public Works Department; all time and materials costs for inspection of stormwater management facilities shall be borne by the applicant.

78. Prior to filing of the Final Map, the property owner(s) shall enter into a Stormwater Management Facility Operation and Maintenance Agreement with Contra Costa County,

in which the property owner(s) shall accept responsibility for and related to the operation and maintenance of the stormwater facilities, and grant access to relevant public agencies for inspection of stormwater management facilities.

79. Prior to filing of the Final Map, the property owner(s) shall annex the subject property into Community Facilities District (CFD) No. 2007-1 (Stormwater Management Facilities), which funds responsibilities of Contra Costa County under its NPDES Permit to oversee the ongoing operation and maintenance of stormwater facilities by property owners.
80. Any proposed water quality features that are designed to retain water for longer than 72 hours shall be subject to the review of the Contra Costa Mosquito & Vector Control District.

Drainage Area Fee Ordinance:

81. The Applicant shall comply with the drainage fee requirements for Drainage Area 62 as adopted by the Board of Supervisors prior to initiation of the use requested with this application. This fee shall be paid prior to filing of the Final Map.

ADVISORY NOTES

ADVISORY NOTES ARE NOT CONDITIONS OF APPROVAL; THEY ARE PROVIDED TO ALERT THE APPLICANT TO ADDITIONAL ORDINANCES, STATUTES, AND LEGAL REQUIREMENTS OF THE COUNTY AND OTHER PUBLIC AGENCIES THAT MAY BE APPLICABLE TO THIS PROJECT.

- A. NOTICE OF OPPORTUNITY TO PROTEST FEES, ASSESSMENTS, DEDICATIONS, RESERVATIONS OR OTHER EXACTIONS PERTAINING TO THE APPROVAL OF THIS PERMIT.

Pursuant to California Government Code Section 66000, et seq., the applicant has the opportunity to protest fees, dedications, reservations or exactions required as part of this project approval. To be valid, a protest must be in writing pursuant to Government Code Section 66020 and must be delivered to the Community Development Division within a 90-day period that begins on the date that this project is approved. If the 90th day falls on a day that the Community Development Division is closed, then the protest must be submitted by the end of the next business day.

- B. Applicant will be required to comply with the requirements of the Bridge/Thoroughfare Fee Ordinance for the Central Contra Costa Areas of Benefit, as adopted by the Board of Supervisors. Payment is required prior to issuance of a building permit.
- C. This project may be subject to the requirements of the Department of Fish and Wildlife. It is the applicant's responsibility to notify the Department of Fish and Wildlife of any proposed construction within this development that may affect any fish and wildlife resources, per the Fish and Wildlife Code.
- D. This project may be subject to the requirements of the Army Corps of Engineers. It is the applicant's responsibility to notify the appropriate district of the Corps of Engineers to determine if a permit is required, and if it can be obtained.

- E. Further development of the parcel may need to comply with the latest Stormwater Management and Discharge Control Ordinance (§1014) and Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) Permit. This compliance may require a Stormwater Control Plan and an Operations and Maintenance Plan prepared in accordance with the latest edition of the Stormwater C.3 Guidebook. Compliance may also require annexation of the subject property into the Community Facilities District 2007-1 (Stormwater Management Facilities) and entering into a standard Stormwater Management Facilities Operation and Maintenance Agreement with Contra Costa County.
- F. This project is subject to the development fees in effect under County Ordinance as December 17, 2020, the date the vesting tentative map application was accepted as complete by the Department of Conservation and Development. These fees are in addition to any other development fees, which may specified in the conditions of approval.
- G. Additional requirements may be imposed by the following agencies and departments:
- Public Works Department
 - Building Inspection Division
 - Contra Costa Consolidated Fire Protection District
 - Health Services Department
 - Central Contra Costa Sanitary District
 - East Bay Municipal Utility District

The Applicant is strongly encouraged to review these agencies' requirements prior to continuing with the project.

EXHIBIT D-1
FORM OF RESALE RESTRICTION

EXHIBIT D-2
FORM OF PROMISSORY NOTE

EXHIBIT D-3
FORM OF DEED OF TRUST

EXHIBIT E
PARCEL MAP

GRAYSON ROAD

LOT 1
AFFORDABLE
UNIT PARCEL

LOT 2

GRAYSON CREEK COURT

LOT 3

GRAYSON CREEK COURT

LOT 4

RESTRICTED
DEVELOPMENT AREA
(CREEK STRUCTURE
SETBACK) GRANT DEED
OF DEVELOPMENT RIGHTS
TO CONTR COSTA
COUNTY RECORDER'S
SERIES # _____

LOT 10

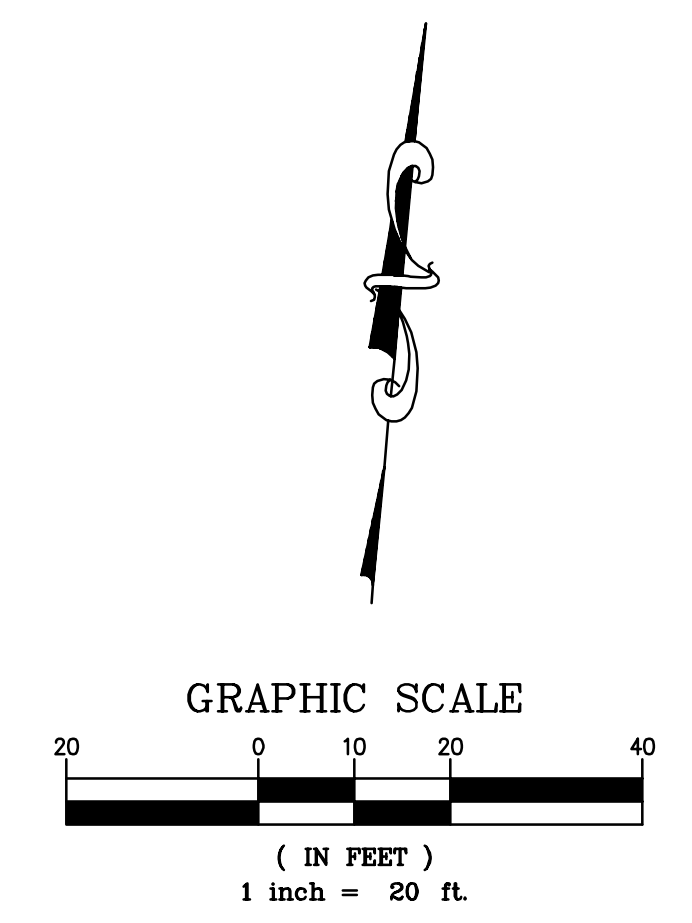
LOT 9

LOT 8

LOT 7

LOT 6

LOT 5



ALL PLANS ARE PRELIMINARY AND NOT FOR CONSTRUCTION UNLESS SIGNED AND STAMPED BY THE ENGINEER AND REVIEWING AGENCY.

GRAYSON PARCEL MAP AFFORDABLE UNIT PARCEL

1024 & 1026 GRAYSON ROAD SUBDIVISION SD20-9531

VICINITY OF PLEASANT HILL CONTRA COSTA COUNTY



Easton C. McAllister
 EASTON C McALLISTER - R.C.E. 61148
 RENEWAL DATE: 12/31/26

#	REVISIONS	DATE



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 By: EM
 Job No.: 19300