CONTRA COSTA COUNTY

AGENDA

Contra Costa County Zoning Administrator

Monday, February 2, 2026 | **1:30 PM** | **30 Muir Road, Martinez**

Zoom: https://cccounty-us.zoom.us/j/85491390617
Webinar ID: 854 9139 0617 Call in: (855) 758-1310 or (408) 961-3928

The Zoning Administrator meeting will be accessible in-person, via telephone, and via live-streaming to all members of the public. Zoning Administrator meetings can be viewed live online at: http://contra-costa.granicus.com/ViewPublisher.php?view_id=13.

Persons who wish to address the Zoning Administrator during public comment or with respect to an item on the agenda may comment in person or may call in during the meeting by dialing (855)758-1310 US Toll Free or (408) 961-3928. A caller should indicate they wish to speak on an agenda item, by pushing "#2" on their phone. Access via Zoom is also available using the following link https://cccounty-us.zoom.us/j/85491390617 Webinar ID: 854 9139 0617.

Those participating via Zoom should indicate they wish to speak on an agenda item by using the "raise your hand" feature in the Zoom app. Public comments may also be submitted before the meeting by email at planninghearing@dcd.cccounty.us or by voicemail at (925) 655-2860.

Commenters will generally be limited to three (3) minutes each. Comments submitted by email or voicemail will be included in the record of the meeting but will not be read or played aloud during the meeting. The Zoning Administrator may reduce the amount of time allotted per commenter at the beginning of each item or public comment period depending on the number of commenters and the business of the day. The Zoning Administrator may alter the order of agenda items at the meeting. Your patience is appreciated.

The Community Development Division of the Department of Conservation and Development will provide reasonable accommodations to those persons needing translation services and for persons with disabilities who wish to participate in Zoning Administrator meetings. Please contact Hiliana Li at least 48 hours before the meeting at (925) 655-2860.

1. PUBLIC COMMENTS

2. ANNUAL COMPLIANCE REVIEW: PUBLIC HEARING

2a. SHAPELL INDUSTRIES (Applicant and Owner), County File #SA25-0006: This is a public hearing on the Thirty-First Annual Compliance Report for project year 2025, dated November 25, 2025, prepared and submitted by Shapell Industries to summarize its compliance with the (Agreements to Settle Litigation Relating to the Dougherty Valley General Plan Amendment, Specific Plan, and Environmental Impact Report), dated May 11, 1994, by and between Contra Costa County, the City of San Ramon, the Town of Danville, and Windemere BLC, LLC and Shapell Industries, Inc. relative to the development known as Dougherty Valley Specific Plan. AV **26-343**

Attachments: Attachment 1 - RESOLUTION 1-2026 -SA-2025
Attachment 2 -2025 Annual Compliance Report

2b. DEVELOPMENT AGREEMENT ANNUAL REVIEW – SHAPELL INDUSTRIES (Applicant and Owner), County File #AR25-0117: This is a public hearing on the Project Year 2025. Annual Review of the Shapell Industries Development Agreement dated April 8, 1996, by and between the County of Contra Costa and Shapell Industries relative to the Gale Ranch Development Agreement (Phases II-IV). The subject property consists of 973 acres located on both sides of Dougherty Road, east of the Country Club at Gale Ranch Project boundary and west of Alamo Creek, in the Dougherty Valley, San Ramon area. (P-1) (ZA:W-19, V-19) (CT 3551) (Parcel #206-040-002,-003,-004; 206-240-003,-010; 217-060-025; 206-080-010). AV **26-344**

Attachments: Attachment 1 - RESOLUTION 2-2026- DA-2025
Attachment 2 -2025 Annual Compliance Report

3. LAND USE PERMIT: PUBLIC HEARING

3a. U-HAUL (Applicant), AMERCO REAL ESTATE COMPANY AND U-HAUL TAX DEPARTMENT (Owners), County File CDLP24-02007. The applicant requests approval of a Land Use Permit to establish a new, 5,709-square-foot U-Haul retail business within an existing U-Haul warehouse. The application includes Sign Review to allow six exterior wall signs totaling 416 square feet to be installed on the front of the warehouse. The project site is located at 4658 Evora Road in the Bay Point area of unincorporated Contra Costa County. (Zoning: L-I Light Industrial District) (Assessor's Parcel Numbers: 099-160-026, 099-160-027) (CONTINUED TO 02.18.2026) NS **26-345**

3b. THE ARTIST TREE V LLC (Applicant) - PAMELA BISHOP TRUST (Owner), County File #CDLP25-02046: The applicant requests approval of a Land Use Permit to allow for a five-year renewal of a licensed cannabis retailer and delivery business operation "The Artist Tree" within an existing building that was previously approved under CDLP20-02016. There are no modifications or changes to the existing business proposed at this time. The project site is addressed as 4100 San Pablo Dam Road in the El Sobrante area of the County. (Zoning: P-1 Planned Unit District) (APN: 420-191-021) EL **26-346**

Attachments: Attachment A CDLP25-02046 Findings and COA
Attachment B - Maps
Attachment C - Cannabis Licenses
Attachment D - Applicant Statement Regarding Delay in LUP Renewal
Attachment E - Agency Comments

4. VARIANCE: PUBLIC HEARING

4a. ROBERT WEEDON (Applicant & Owner), County File #CDVR25-01053: The applicant requests approval of a Variance application to allow for a 15' front setback from Hadden Road (where 25' is the minimum required) and a 14' secondary frontage setback from Blackwood Drive (where 20' is the minimum required) for the construction of a 192-square-foot shed. The project also includes a small lot design review for the shed on a lot of substandard area. The subject property is located at 2189 Hadden Road in the unincorporated Walnut Creek area of Contra Costa County (Zoning: Single-Family Residential, R-20) (APN: 183-182-025).EL **26-347**

Attachments: Attachment A - CDVR25-01053 Permit and Findings and Conditions
Attachment B - Maps
Attachment C - Agency Comments
Attachment D - Site Photos
Attachment E - CDVR25-01053 Plans 12.16.2025

PLEASE NOTE: THE NEXT MEETING OF THE CONTRA COSTA COUNTY ZONING ADMINISTRATOR WILL BE HELD ON WEDNESDAY, FEBRUARY 18, 2026.

CONTRA COSTA COUNTY

1025 ESCOBAR STREET
MARTINEZ, CA 94553

Staff Report

File #: 26-343 **Agenda Date:** 2/2/2026 **Agenda #:** 2a.

Project Title:	Settlement Agreement Annual Compliance Review Gale Ranch Development- Shapell Homes
County File(s):	SA25-0006
Applicant/Owner:	Shapell Homes
Zoning/General Plan:	Zoning: Planned Unit Development (P-1). General Plan: Single-Family Residential, High-Density (SH), Single-Family Residential, Medium Density (SM), Multi-Family Residential, Low-Density (ML), and Multi-Family Residential, High-Density (MH), etc.
Site Address/Location:	The subject property consists of 973 acres located on both sides of Dougherty Road, east of the Country Club at Gale Ranch Project boundary and west of Alamo Creek, in the Dougherty Valley, San Ramon, area. (P-1) (ZA:W-19, V-19) (CT 3551) (Parcel #206-040-002,-003,-004; 206-240-003,-010; 217-060-025; 206-080-010).
California Environmental Quality Act (CEQA) Status:	An Environmental Impact Report (EIR) was prepared in 1992; a Supplemental EIR was prepared in 1996; and an Addendum was prepared for the phases III and IV of the Project in 2003 and 2005 respectively.
Project Planner:	Adrian Veliz, Senior Planner (925) 655-2879 adrian.veliz@dcd.cccounty.us
Staff Recommendation:	Approve (See Section II for full recommendation)

I. BACKGROUND AND PROCEDURES:

The Agreement to Settle Litigation Relating to the Dougherty Valley General Plan Amendment, Specific Plan and Environmental Impact Report, dated May 11, 1994 (herein referred to as the Settlement Agreement) requires Shapell Industries Partners to submit an annual compliance report by October 15 of each year. Appendix G of this Settlement Agreement specifies the annual reporting and review requirements, as follows:

a) the owner submits a report;
b) County staff evaluates the report and

c) Submits the evaluation and the report to the Dougherty Valley Oversight Committee for consideration and recommendation

d) The Zoning Administrator then considers the report and this recommendation at a noticed public hearing prior to January 30 of the following year.

II. RECOMMENDATION: Staff recommends the Zoning Administrator accept the attached Gale Ranch Annual Compliance Report to be in compliance with the above captioned Settlement Agreement and to adopt the findings included in the Resolution No. 1-2026.

III. STAFF REVIEW:

Staff has evaluated the Annual Compliance Report for the 2025 project year, as submitted by Shapell, in compliance with the annual reporting and review requirements of the Dougherty Valley Settlement Agreement, Appendix G.

IV. SPECIFIC COMPLIANCE ISSUES:

A. Childcare:

Coyote Creek Elementary School, Gale I:

Shapell has provided the San Ramon School District a childcare center for 125 children at the Coyote Creek Elementary School. This facility has been in operation since August of 2002.

Canyon Creek Presbyterian Church, Gale I:

This childcare facility has been in operation since January of 2007 (Little Bridges) The current capacity is 206 children, consisting of 57 school age children, 125-pre-schoolers, and 24 infants (maximum capacity).

Cornerstone Apartment Complex, Gale II:

This facility opened in August of 2005 with a childcare facility onsite operated by the YMCA and capable of accommodating 74 children in various programs.

Quail Run Elementary School, Gale III:

Quail Run Elementary School opened in August of 2006. The childcare facility on this school is sized to accommodate up to 192 children in pre-school and after school programs.

Approved Childcare for Gale IV:

On November 21, 2011, the County Zoning Administrator approved a Final Development Plan Modification to allow the construction of a daycare/pre-school (located immediately south of Ivyleaf Springs Road across from Golden Bay Avenue, in Phase IV) to accommodate up to 132 spaces.

The facility includes an ±8,274 sq. ft. one-story building, 5,618 sq. ft. of landscaping, 13,566 sq. ft. of play area, 19,344 sq. ft. of paved off-street parking area (± 35 parking stalls), plus related facility signage. The facility is built and in operation.

CHILD CARE IN GALE RANCH						
Facility Name	Location	Opening	Infant	Pre-school	School Aged	Total
Coyote Creek Elementary S	Gale I	8/02	0	0	125	125
Canyon Creek Presbyterian C	Gale I	1/07	24	125	57	206
Cornerstone A (YMCA)	Gale II	9/05	0	74	0	74
Quail Run Ele School	Gale III	8/06	0	0	179	179
Gale IV Child	Gale IV	1/13	20	112	0	132
		Total	24-44	311	361	729

B. School Facilities:

The Coyote Creek Elementary School in Gale Ranch, Phase I was completed on August 17, 2002.

The Gale Ranch, Phase III, Quail Run Elementary School, has been open since August of 2006.

In November of 2006, the County approved the Middle School Relocation from Phase II to Phase III. Construction of the Middle School is complete and school opened in Fall of 2008.

C. Park Acreages:

	Construction Complete		
	Park Name	**Acreage**	**Completion Date**
Gale I	Coyote Crossing Park	11.76	COMPLETE
	East Park	0.82	COMPLETE
	Windy Hills Park	1.19	COMPLETE
	Coyote Creek School Park	3.68	COMPLETE
	Windy Hills Park Addition	0.18	COMPLETE
	Gale I Total	**17.63**	COMPLETE
Gale II	Hidden Crest Park (PA 0003)	2.07	COMPLETE
	Monarch Park (PA 0008)	6.34	COMPLETE
	Creekside Park (PA 0010)	5.97	COMPLETE
	Valley View Park (PA 0009)	10.02	COMPLETE
	« Bark and Ride » (PA 0040)	6.10	COMPLETE
	Gale II Total	**30.50**	COMPLETE
Gale III	Quail Run Elementary	6.40	COMPLETE
	Gale Ranch Middle School	6.20	COMPLETE
	Overlook Park (PA 0019)	0.10	COMPLETE

	Mosaic Community Park (PA 0021)	1.74	COMPLETE
	Hummingbird Playground (PA 0041)	0.4	COMPLETE
	Gale III Total	**14.44**	COMPLETE
Gale IV	Rancho San Ramon Community Park Phase I	23.27	COMPLETE
	Total Complete	**90.7**	

Future Construction

	Park Name	**Acreage**	**First Completion**
	Mosaic Linear Park	2.10	Complete
	Critter Crossroad Park (PA 0018)	8.44	2025
	Gale III Total	**10.54**	
Gale IV			
	Ranch San Ramon Community Park Phase II	7.83	2026
	Bella Vista School Park	2.61	Complete
	Linear Park (Pod 6)	1.21	Complete
	Gale IV Total	**11.65**	

D. Corporation Yard:

Construction for the Corporation Yard "Service Center" Construction started in August of 2008 and the building was complete in winter of 2008. The facility was turned over to the City of San Ramon in Spring of 2009.

E. Staging Area for Open Space:

The Specific Plan requires a staging area within the Gale Ranch, Phase IV. A staging area is proposed (trail/parking) for Gale IV. The staging area is anticipated to be built in conjunction with the 30-acre Rancho San Ramon Community Park. Phase I of the Community Park (23.27-acre) was completed in Fall 2014, and the Phase II (remainder 7.83-acre) is anticipated to be finished in 2026.

F. Flood Control Facilities:

All major flood control facilities have been constructed and operational for Phases of Gale Ranch.

G. Bark and Ride Facility:

In March of 2007, the County Zoning Administrator approved a Final Development Plan Amendment to allow the previously contemplated 100-space park-and-ride facility to be replaced with a ±54 space parking lot and two small dog parks. The site is a 6.2-acre strip of land within the existing PG& E easement. The Bark and Ride facility is complete.

H. Senior Center:

The 2003 approved Village Center Neighborhood Plan identifies a 10,000 square foot senior center. As part of the Gale IV application, the developer was conditioned to apply for a subsequent final development plan for their portion of the Village Center, which will include the Senior Center. This facility is required to be built upon the completion of the 8,607 units. The 10,000 square foot senior center, now the "Annex or Recreation Center," originally planned adjacent to the Community Center is being moved to a site in the ± 31-acre Rancho San Ramon Community Park near the San Ramon Service Center. This relocation has been implemented as agreed by the City of San Ramon. Construction of the Annex started in Spring of 2013 and it was completed in 2014.

V. DVOC REVIEW:

After reviewing the Annual Compliance Report and taking testimony at the annual Dougherty Valley Oversight Committee (DVOC) meeting held on December 8, 2025 meeting, DVOC members accepted the Gale Ranch Annual Compliance Report as adequate.

Attachments: Resolution 1-2026
2025 Annual Compliance Report

RESOLUTION NO. 1-2026

RESOLUTION OF ZONING ADMINISTRATOR OF CONTRA COSTA COUNTY
REGARDING THIRTY-FIRST ANNUAL REVIEW OF SETTLEMENT AGREEMENT
FOR THE **GALE RANCH** DEVELOPMENT
FINDING GOOD FAITH COMPLIANCE THEREWITH

The Zoning Administrator of Contra Costa County finds that:

A. On May 11, 1994 an Agreement to Settle Litigation Relating to the Dougherty Valley *General Plan Amendment, Specific Plan and Environmental Impact Report* between Contra Costa County, the City of San Ramon, the Town of Danville, Windemere Ranch Partners and Shapell Industries relative to the development known as Dougherty Valley.

B. Exhibit G of the Settlement Agreement provides for a Compliance Monitoring Program to be established for the Dougherty Valley Project.

C. The Compliance Monitoring Program makes specific provisions for preparation of Annual Compliance Reports to be submitted to the County by October 15, of each year.

D. For the purposes of the Thirty-First Annual Review covering the 2025 Project Year, the Department of Conservation and Development has filed a staff report relative to all development, which has occurred under the Agreement since the effective date of the Agreement and other matters regarding Developer's good faith compliance with the Agreement.

E. The Zoning Administrator has reviewed and considered all evidence in the record, including the staff report and the Annual Compliance Report from the Developer, dated November 25, 2025 (attached to the staff report), submitted to demonstrate the Developer's good faith compliance with the terms of the Settlement Agreement.

NOW, THEREFORE, THE ZONING ADMINISTRATOR HEREBY RESOLVES, FINDS, CERTIFIES AND ORDERS AS FOLLOWS:

1 . Based upon the Zoning Administrator's review and consideration of the staff report and Annual Compliance Report attached thereto, the Zoning Administrator hereby incorporates by this reference and adopts as his own findings, the findings set forth in the attached staff report. The Zoning Administrator finds that Shapell Industries, since the effective date of the Agreement, has at all times been in good faith compliance with the terms of the Settlement Agreement.

2. Based upon the Zoning Administrator's review and consideration of the staff report and Annual Compliance Report, the Zoning Administrator finds and orders that the Settlement Agreement shall not be terminated or modified and shall continue in full force and effect.

Adopted on _____, 2026.

_____
Sean Tully
Deputy Zoning Administrator
Contra Costa County

GALE RANCH

COMPLIANCE REPORTS

Prepared By:

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

November 25, 2025

November 25, 2025

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

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

Dear Mr. Veliz:

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

Sincerely,

Steven Savage
Toll Bros., Inc

CC: Alli Sweeney
Dave Suico

TABLE OF CONTENTS

SETTLEMENT AGREEMENT ANNUAL COMPLIANCE REPORT 1

A. REQUIREMENTS 1
B. SPECIFIC PROVISIONS OF THE COMPLIANCE REPORT 2
1. Gale Ranch Phase 1 2
2. Gale Ranch Phase II 4
3. Gale Ranch Phase III 7
4. Gale Ranch Phase IV 9
5. Childcare Facilities 11
6. Open Space Management 12
7. Affordable Housing 13
8. Developed Parkland 15

GALE RANCH DEVELOPMENT AGREEMENT COMPLIANCE REPORT 17

A. REQUIREMENTS 17
Section 3. Obligations of Developer and County 17
Section 3.3 (a) Compliance with Settlement Agreements. 18
Section 3.3 (b) Preliminary Development Plan. 18
Section 3.3 (c) Affordable Housing. 19
Section 3.3 (d) Designation of Preferred Water Provider. 22
Section 3.3 (e) Design Program for Dougherty Valley Village Center. 23
Section 3.3 (f) Coordination of On-Site Improvements. 24
Section 3.3 (g) Danville/San Ramon/County Traffic Mitigation 25
Section 3.3 (h) Pleasanton Traffic Mitigation. 29
Section 3.3 (i) Dublin Traffic Mitigation. 30
Section 3.3 (j) Walnut Creek Traffic Mitigation. 31
Section 3.3 (k) Dougherty Road Improvements. 32
Section 3.3 (l) Mitigation Monitoring 33
Section 3.3 (m) Establishment of County Service Area. 34

COUNTRY CLUB AT GALE RANCH "THE BRIDGES AT GALE RANCH" DEVELOPMENT AGREEMENT 35

A. REQUIREMENTS 36
Section 3.1 Obligations of Developer and County 36
Section 3.1. (a) Generally: 36
Section 3.1. (b) Conditions to Current Approvals: 36
Section 3.1. (c) Capital Facilities Fee. 37
Section 3.1. (d) Parks Fee. 38
Section 3.1. (e) Affordable Housing. 40
Section 3.1. (f) Traffic Impact Mitigation. 41
Section 3.1 (g) County Regional Enhancement Contribution. 42
Section 3.1 (h) Compliance Monitoring. 43
Section 3.1 (i) County Service Area. 44
Section 3.1 (j) Construction of Improvements. 45

SUPPORTING DOCUMENTS 46

SETTLEMENT AGREEMENT ANNUAL COMPLIANCE REPORT

A. REQUIREMENTS

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

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

IV. PREPARATION AND CONSIDERATION OF ANNUAL COMPLIANCE REPORTS

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

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

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

B. SPECIFIC PROVISIONS OF THE COMPLIANCE REPORT

1. Gale Ranch Phase 1

A. Construction Activities (from October 2024 through September 2025)
(For reference to Phase I - See the map entitled "The Communities at Gale Ranch (Gale Ranch Phase 1) Site Exhibit" in the Supporting Documents section).

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

Table A

Gale Ranch Ph. 1 – Final Map and Building Permit Status

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

* Tract 8027 has 7 Crest Bridge homes
* Tract 8132 has 6 Fairway Bridge homes

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

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

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

Table B

Gale Ranch Phase 1 – Street/Landscape Improvement Status

Item	Subdivisions
Street Improvements Complete	7796, 7979, 7980, 7981, 8027, 8105, 8131, 8132, 8133, 8134, 8135, 8189, 8254, 8255, 8256,8348
Landscape Improvements Complete	7796, 7979, 7980, 7981, 8027, 8105, 8131, 8132, 8133, 8135, 8189, 8254, 8255, 8256, 8348, 8134

2. *Gale Ranch Phase II*

A. Construction Activities (from October 2024 through September 2025)
(For reference to Phase II - See Map entitled "The Communities at Gale Ranch (Gale Ranch Phase 2) Site Exhibit" in the Supporting Documents section).

- Home construction is complete in all neighborhoods. No In-tract civil improvements (pad grading, storm drain, water, sanitary sewer, and street construction) occurred in these subdivisions. (See Tables C and D for Gale II Neighborhood information)

- To date, 1947 building permits, or 100% of all permits for Gale II have been obtained. See Table C for a detailed summary of Final Map and Building Permit status in Gale II.

TABLE C

Gale Ranch Phase II
Final map and Building Permit Status

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

B. Work Underway (fall 2024 to fall 2025)

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

Table D

Development Schedule for Gale Ranch Phase II by Neighborhood

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

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

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

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

Table E

GALE RANCH PHASE 2 PROJECTION (Proposed)

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

3. Gale Ranch Phase III

A. Construction Activities (from October 2024 through September 2025)
(For reference to Phase III - See the map entitled "Gale Ranch Phase III" in the Supporting Documents section).

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

Table F **Gale Ranch Phase III - Final Map and Building Permit Status**

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

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

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

Table G

Gale Ranch Phase 3 Projection (Proposed)

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

4. Gale Ranch Phase IV

A. Construction Activities (from October 2024 through September 2025)
(For reference to Phase IV - See the map entitled "Subdivision 8856 - Phase 4" in the Supporting Documents section)

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

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

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

Table I

GALE RANCH PHASE 4 PROJECTION (Proposed)

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

5. Childcare Facilities

- Shapell Homes has submitted a comprehensive Childcare Mitigation Program to Contra Costa County. The County reviewed the submittal and confirmed on 06/18/07 the program elements were appropriate and fully mitigated Gale Ranch Childcare impact if implemented as proposed.

- The Childcare Facility at Coyote Creek Elementary School operates to accommodate 125 children in each session. They are operating at full capacity.

- The Quail Run Elementary School Childcare Facility operates to a capacity of approximately 192 children.

- The Cornerstone Apartment complex continues to house a childcare facility operated by the YMCA. Capacity of approximately 74 children.

- The Canyon Creek Presbyterian Church Childcare facility ("Little Bridges Pre-School") is in full operation since 2006.

- The Goddard School, a day care provider was opened in January 2013. The school can accommodate 132 students 6 weeks to 6 years of age.

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

For the current childcare summary, please see Table I.

Table J

Child Care in Gale Ranch

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

6. Open Space Management

- The development plan for Gale Ranch contains over 1,000 acres of open space. Most open space is planned for dedication to the Geologic Hazard Abatement District 1990-01, ("GHAD"). Planned ownership, funding sources for mitigation activities in open space and responsible managing and maintaining entities are listed in Table J below.

- Shapell has completed the dedication of open space in Gale Ranch Phase I and portions of Gale II through 2013. Dedication of the remaining open space in Gale II, Gale III and Gale IV is ongoing. Open space parcels will not be dedicated until improvements adjacent to or near open space are complete. The endowment to maintain mitigation features listed under the title "Funding" in Table J is a phased contribution per the Resource Agency Permits for Gale Ranch, which is being provided by Shapell.

Table K Gale Ranch Phase II, III, IV Facility Maintenance Matrix

Facility	Ownership Entity	Property Maintenance Funding	Property Maintenance Entity
1. Public Streets	San Ramon	Property Tax / CSA Tax	San Ramon
2. Private Streets	HOA	HOA	HOA
3. Open Space			
A. Grassland	GHAD	CSA Tax / GHAD Assmnt	GHAD w/ Preserve Manager
B. Slopes	GHAD	GHAD Assessment	GHAD
C. West/Main Branch Corridor	GHAD	CSA Tax / GHAD Assmnt	GHAD/City (CSA) / Prsrve Mngr
D. Trails	GHAD	CSA Tax	City (CSA)
4. Mitigation Features			
A. Backwater Channels	GHAD	Endowment	Preserve Manager / GHAD / city
B. Seasonal Wetlands	GHAD	Endowment	Preserve Manager / GHAD / city
C. Seeps	GHAD	Endowment	Preserve Manager / GHAD / city
D. Ephemeral Channels	GHAD	Endowment	Preserve Manager / GHAD / city
E. Created Tributaries	GHAD	Endowment	Preserve Manager / GHAD / city
5. Wet Ponds	San Ramon	NPDES Tax	City of San Ramon
6. Fire Control			
A. Grassland	GHAD	CSA Tax	San Ramon (with Fire District)
B. Fuel Transition Zone	GHAD	HOA Assessment	HOA (with Fire District)
7. Landscape			
A. Public ROW	San Ramon	CSA /Property Tax	City of San Ramon
B. Parks	San Ramon	CSA /Property Tax	City of San Ramon
C. Riparian Corridor	GHAD	CSA	City of San Ramon
D. Fuel Transition	GHAD	HOA Assessment	HOA w/ Fire District
8. Detention Basin	San Ramon	CSA Tax	City of San Ramon
9. "Structures" Creek Corridors	GHAD	CSA Tax	San Ramon w/ Prsrve Mngr)

NPDES - Nat'l Pollutant Discharge Elimin. System **HOA** – Home Owners Association
GHAD - Geologic Hazard Abatement District **CSA** - County Service Area

7. Affordable Housing

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

Gale Ranch Phase I

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

Gale Ranch Phase II

- Neighborhood 10, or Renaissance, construction is complete. Renaissance provides 105 for-sale moderate affordable housing units, and the lottery for all the homes occurred in March of 2004. These homes were sold at a price consistent with the affordable criteria for the year in which they are delivered to the market place. No form of government subsidized financing has been used to create this neighborhood.

- Neighborhood 11, or Cornerstone, is a 266-unit rental community with 164 units available in the very low and low-income categories. Cornerstone also contains approximately 102 moderate-income apartments. This complex was completed in 2005 and is fully occupied. No form of government subsidized financing has been utilized.

- Neighborhood 12, or Wisteria, is a 157-unit complex in which 19 units have been sold as affordable housing to buyers in the moderate-income category.

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

Gale Ranch Phase III

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

Gale Ranch Phase IV

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

- More affordable housing information may be found in the Gale Ranch Affordable Housing Compliance Report submitted to the Department of Conservation and Development October 1, 2014.

- Shapell Properties has pulled Building Permits for the first 264 units of Senior housing, completed construction and have been occupied. Shapell completed site improvements in public right of way (Bollinger) and to future apt. pad 2020. Remaining 185 units are being discussed by the City of San Ramon, County and Shapell Properties.

8. Developed Parkland

- Gale Ranch Phase I. Construction of all parks in Phase I are complete and the parks are operational. Coyote Crossing Park, East Park, Windy Hills Park and Windy Hills addition provide 21.56 acres of constructed park.

- Gale Ranch Phase II. Construction of the Hidden Crest Park (PA 0003) and Valley view Park (PA 0009) are complete. Monarch Park (i.e. neighborhood 2B Park) PA 0008 is complete and was accepted August 14, 2007 by the City of San Ramon. Creekside Park (i.e. neighborhood 11 park) PA 0010 is complete and was accepted August 14, 2007. Bark and Ride is complete and was accepted on March 8, 2011. This brings the total of completed park acreage for Phase II 30.50 acres, and the cumulative total for Gale I and Gale II to 52.06 acres (see Table L).

- Gale Ranch Phase III. Construction of Gale Ranch Middle School Park and Quail Run Elementary, Mosaic Park and Overlook Park totaling 14.44 acres is complete. This brings the cumulative for Gale I, Gale II and Gale III to 66.50acres (see Table L). Mosaic Linear Park Phase 1 was completed and turned over for maintenance &Phase 2 completed and working with DR Horton and City for acceptance in winter 2019. Critter Crossroad Park (previously Rose Glenn Park) revised concept plan went before City Park Commission and was approved. Construction started summer 2021 and will be complete Winter 2025.

- Gale Ranch Phase IV. Construction of Phase I of Rancho San Ramon Park totaling 23.27 acres was completed and placed into warranty in October 2014. Park Commission approved concept plan for Ph 2 and started summer 2024 and will be complete end of year 2026.

Table M

PARK COMPLETION STATUS

	Construction Complete Park Name	Acreage	Completion Date
Gale I	Coyote Crossing Park	11.76	COMPLETE
	East Park	0.82	COMPLETE
	Windy Hills Park	1.19	COMPLETE
	Coyote Creek School Park	3.68	COMPLETE
	Windy Hills Park Addition	0.18	COMPLETE
	Gale I Total	**17.63**	COMPLETE
Gale II	Hidden Crest Park (PA 0003)	2.07	COMPLETE
	Monarch Park (PA 0008)	6.34	COMPLETE
	Creekside Park (PA 0010)	5.97	COMPLETE
	Valley View Park (PA 0009)	10.02	COMPLETE
	« Bark and Ride » (PA 0040)	6.10	COMPLETE
	Gale II Total	**30.50**	COMPLETE
Gale III	Quail Run Elementary	6.40	COMPLETE
	Gale Ranch Middle School	6.20	COMPLETE
	Overlook Park (PA 0019)	0.10	COMPLETE
	Mosaic Community Park (PA 0021)	1.74	COMPLETE
	Hummingbird Playground (PA 0041)	0.4	COMPLETE
	Gale III Total	**14.44**	COMPLETE
Gale IV	Rancho San Ramon Community Park Phase I	23.27	COMPLETE
	Total Complete	**90.7**	

	Future Construction Park Name	Acreage	Completion Date
	Mosaic Linear Park	2.10	Complete
	Critter Crossroad Park (PA 0018)	8.44	2025
	Gale III Total	**10.54**	
Gale IV			
	Ranch San Ramon Community Park Phase II	7.83	2026
	Bella Vista School Park	2.61	Complete
	Linear Park (Pod 6)	1.21	Complete
	Gale IV Total	**11.65**	

Future Construction acreages are taken from the Gale 2, 3 and 4 FDP, VTM dated August 30, 2013

GALE RANCH DEVELOPMENT AGREEMENT COMPLIANCE REPORT

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

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

A. REQUIREMENTS

(Development Agreement)

Section 3. Obligations of Developer and County.

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

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

SPECIFIC REQUIREMENTS AND DEVELOPER RESPONSE

1.A. Development Agreement:

Section 3.3 (a) Compliance with Settlement Agreements.

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

1.B. Developer Response (Year 2025):

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

2A. Development Agreement:

Section 3.3 (b) Preliminary Development Plan.

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

2.B. Developer Response (Year 2025):

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

3.A. Development Agreement:

Section 3.3 (c) Affordable Housing.

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

3.B. Developer Response (Year 2025):

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

Gale Ranch Phase I

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

Gale Ranch Phase II

- Neighborhood 10, or Renaissance, construction is complete. Renaissance provides 105 for-sale moderate affordable housing units, and the lottery for all the homes occurred in March of 2004. These homes were sold at a price consistent with the affordable criteria for the year in which they are delivered to the market place. No form of government subsidized financing has been used to create this neighborhood.

- Neighborhood 11, or Cornerstone, is a 266-unit rental community with 164 units available in the very low and low-income categories. Cornerstone also contains approximately 102 moderate-income apartments. This complex was completed in 2005 and is fully occupied. No form of government subsidized financing has been utilized.

- Neighborhood 12, or Wisteria, is a 157-unit complex in which 19 units have been sold as affordable housing to buyers in the moderate-income category.

- Two homes were sold to home buyers in Phase II that qualified as moderate affordable.

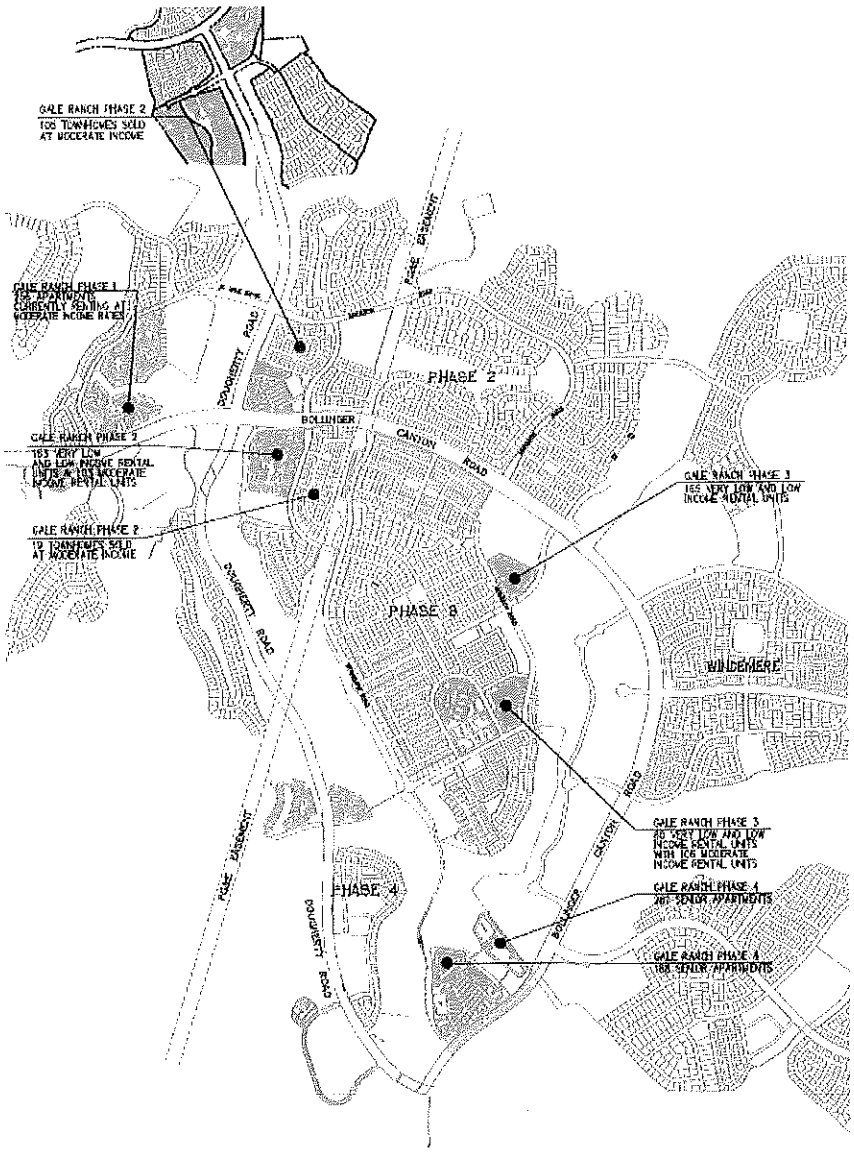


TABLE K
AFFORDABLE HOUSING PLANNED IN GALE RANCH PHASES I-IV

	TYPE	LOW/VERY LOW	MODERATE	TOTAL
PHASE I:				
FALCON BRIDGE	RENTAL	0	256	256
SFD HOMES	FOR SALE	0	12	12
PHASE II:				
SFD HOMES	FOR SALE	0	2	2
RENAISSANCE	FOR SALE	0	105	105
CORNERSTONE	RENTAL	154	102	256
WISTERIA	FOR SALE	0	19	19
PHASE III:				
SEVILLE	RENTAL	165	0	165
VALENCIA	RENTAL	80	106	186
PHASE IV:				
APARTMENTS	RENTAL	102	347	449
	TOTAL:	511	949	1,500

N

NTS

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

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS

Job No. 991084

Gale Ranch Phase III

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

Gale Ranch Phase IV

- The Final Development Plan and Vesting Tentative Map for Gale Ranch Phase IV was approved in January 2005. Phase IV will contain 347 moderate-income rental apartments and 101 low/very low rental apartments. Construction is planned to occur sometime between 2014 and 2016.
- The original Final Development Plan and Vesting Tentative Map for Gale Ranch Phase IV were approved in January 2005. This original Phase 4 approval contained 233 moderate-income rental apartments and 186 low/very low rental apartments. However, due to a request by the school district to move the Gale Ranch Middle School to a portion of a Phase 3 apartment site some 215 apartments were moved into Phase IV. In 2008 a new FDP and VTM was filed and approved with the county revising portions of Phase 2, 3 and 4. As a result of this new FDP 186 affordable apartments were moved from Phase 4 back into Phase 3 on to a site just east of Quail Run Elementary School. Construction on these units will start in 2012. These units will be available for occupancy in 2014.

- In February of 2012 the Contra Costa County Zoning Administrator approved yet another revised Final Development Plan modification. This revised FDP called for the remaining 448 affordable units to be built as "age restricted Senior Apartments". The first 264 senior affordable apartments started construction in 2016 and are now occupied.

4.A. Development Agreement:

Section 3.3 (d) Designation of Preferred Water Provider.

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

4.B. Developer Response (Year 2025):

- The 1996 General Plan Amendment and Specific Plan Amendment (Windemere Phase I/Gale Ranch Phase 2) revised the Specific Plan to designate the Dublin San Ramon Service District as the preferred water provider for the balance of Dougherty Valley.

- Page 9-2 of the Dougherty Valley Specific Plan, November 1996 states: "The Dublin San Ramon Services District (DSRSD) is to be the preferred provider of potable water for Dougherty Valley under this Specific Plan."

5.A. Development Agreement:

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

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

5.B. Developer Response (Year 2025):

- A Master Plan for the Village Center was submitted by Shapell and Windemere with the 1996 Specific Plan amendment. A Condition of Approval attached to the 1996 entitlements requires a revision to the Master Plan prior to the issuance of the first building permit in the Village Center.

- The County Planning Commission reviewed and approved the Village Center design proposed by Windemere, Shapell and the County in December 2003. Construction is complete on the community center, police substation and library. The buildings for Phase 1 of the campus of the Contra Costa Community College District were completed in 2006. In 2009 the Service Center was accepted and occupied by the City of San Ramon.

6.A. Development Agreement:

<u>Section 3.3 (f) Coordination of On-Site Improvements.</u>

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

6.B. Developer Response (Year 2025):

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

7.A. Development Agreement:

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

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

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

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

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

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

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

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

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

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

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

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

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

7.B. Developer Response (Year 2025):

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

8.A. Development Agreement:

Section 3.3 (h) Pleasanton Traffic Mitigation.

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

8.B. Developer Response (Year 2025):

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

9.A. Development Agreement:

Section 3.3 (i) Dublin Traffic Mitigation.

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

9.B. Development Response (Year 2025):

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

10.A. Development Agreement:

Section 3.3 (i) Walnut Creek Traffic Mitigation.

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

10.B. Developer Response (Year 2025):

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

11.A. Development Agreement:

Section 3.3 (k) Dougherty Road Improvements.

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

11.B. Developer Response (Year 2025):

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

12.A. Development Agreement:

Section 3.3 (l) Mitigation Monitoring

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

12.B. Developer Response (Year 2025):

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

- Shapell pays the reasonable costs of staff and consultants to implement the Mitigation Monitoring Program.

13.A. Development Agreement:

Section 3.3 (m) Establishment of County Service Area.

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

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

13.B. Developer Response (Year 2025):

- The Dougherty Valley County Service Area (CSA M-29) was approved by Contra Costa LAFCO in March 1996. The CSA M-29 is perpetually funded through a tax election held in February 1998. The County automatically adds the CSA tax to each individual parcel in Dougherty Valley shortly after the building permit is issued.

- The only on-going activity required by Shapell is to participate with the County and City of San Ramon to prepare an annual CSA budget and review reimbursement invoices. To date, the County has reimbursed the City for expenditures completing FY08-09. A permanent reimbursement agreement was negotiated and executed by the City of San Ramon, Town of Danville, and Contra Costa County in 2005. All reimbursements are up to date.

COUNTRY CLUB AT GALE RANCH "THE BRIDGES AT GALE RANCH" DEVELOPMENT AGREEMENT

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

A. REQUIREMENTS

1.A. Development Agreement:

Section 3.1 Obligations of Developer and County.

Section 3.1. (a) Generally:

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

Section 3.1. (b) Conditions to Current Approvals:

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

1.B. Developer Response (Year 2025):

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

2.A. Development Agreement:

Section 3.1. (c) Capital Facilities Fee.

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

2.B. Developer Response (Year 2025):

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

3.A. Development Agreement:

Section 3.1. (d) Parks Fee.

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

3.B. Developer Response (Year 2025):

- Gale Ranch Phase I. Construction of all parks in Phase I are complete and the parks are operational. Coyote Crossing Park, East Park, Windy Hills Park, Coyote Creek School and Windy Hills addition provide 21.56 acres total of constructed park.

- Gale Ranch Phase II. Construction of the Hidden Crest, Monarch, Valley View, Bark and Ride and Creekside Park parks are complete and accepted. This brings the total of completed park acreage for Phase II to 30.50 acres.

- Gale Ranch Phase III. Construction of Gale Ranch Middle School Park and Quail Run Elementary, Mosaic Park and Overlook Park totaling 14.40 acres is complete. This brings the cumulative for Gale I, Gale II and Gale III to 66.50 acres (see Table L). Rose Glen Park revised concept plan went before Park Commission and was approved. City has approved renaming park to Critter Crossroad Park and construction started summer 2021. Work anticipated to be complete December 2025.

Table M

PARK COMPLETION STATUS

	Construction Complete Park Name	Acreage	Completion Date
Gale I	Coyote Crossing Park	11.76	COMPLETE
	East Park	0.82	COMPLETE
	Windy Hills Park	1.19	COMPLETE
	Coyote Creek School Park	3.68	COMPLETE
	Windy Hills Park Addition	0.18	COMPLETE
	Gale I Total	**17.63**	COMPLETE
Gale II	Hidden Crest Park (PA 0003)	2.07	COMPLETE
	Monarch Park (PA 0008)	6.34	COMPLETE
	Creekside Park (PA 0010)	5.97	COMPLETE
	Valley View Park (PA 0009)	10.02	COMPLETE
	« Bark and Ride » (PA 0040)	6.10	COMPLETE
	Gale II Total	**30.50**	COMPLETE
Gale III	Quail Run Elementary	6.40	COMPLETE
	Gale Ranch Middle School	6.20	COMPLETE
	Overlook Park (PA 0019)	0.10	COMPLETE
	Mosaic Community Park (PA 0021)	1.74	COMPLETE
	Hummingbird Playground (PA 0041)	0.4	COMPLETE
	Gale III Total	**14.44**	COMPLETE
Gale IV	Rancho San Ramon Community Park Phase I	23.27	COMPLETE
	Total Complete	**90.7**	

	Future Construction Park Name	Acreage	First Completion
	Mosaic Linear Park	2.10	Complete
	Critter Crossroad Park (PA 0018)	8.44	2025
	Gale III Total	**10.54**	
Gale IV			
	Ranch San Ramon Community Park Phase II	7.83	2026
	Bella Vista School Park	2.61	Complete
	Linear Park (Pod 6)	1.21	Complete
	Gale IV Total	**11.65**	

Future Construction acreages are taken from the Gale 2, 3 and 4 FDP, VTM dated August 30, 2013

4.A. Development Agreement:

Section 3.1. (e) Affordable Housing.

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

4.B. Developer Response (Year 2025):

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

.5.A. Development Agreement:

Section 3.1. (f) Traffic Impact Mitigation.

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

5.B. Developer Response (Year 2025):

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

6.A. Development Agreement:

Section 3.1 (g) County Regional Enhancement Contribution.

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

6.B. Developer Response (Year 2025):

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

7.A. Development Agreement:

Section 3.1 (h) Compliance Monitoring.

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

7.B. Developer Response (Year 2025):

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

8.A. Development Agreement:

Section 3.1 (I) County Service Area.

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

8.B. Developer Response (Year 2025):

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

9.A. Development Agreement:

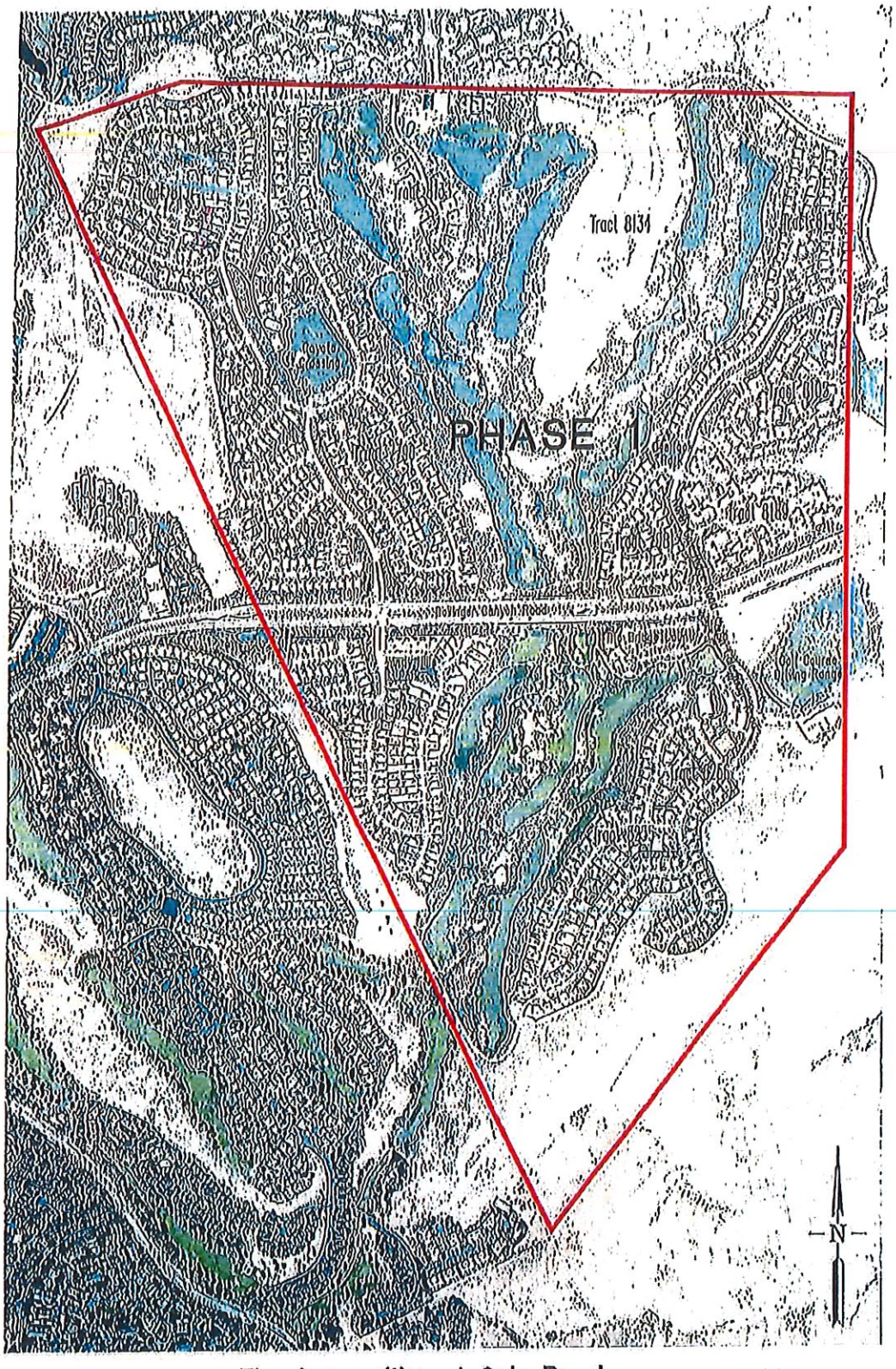
Section 3.1 (j) Construction of Improvements.

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

9. B. Developer Response (Year 2025):

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

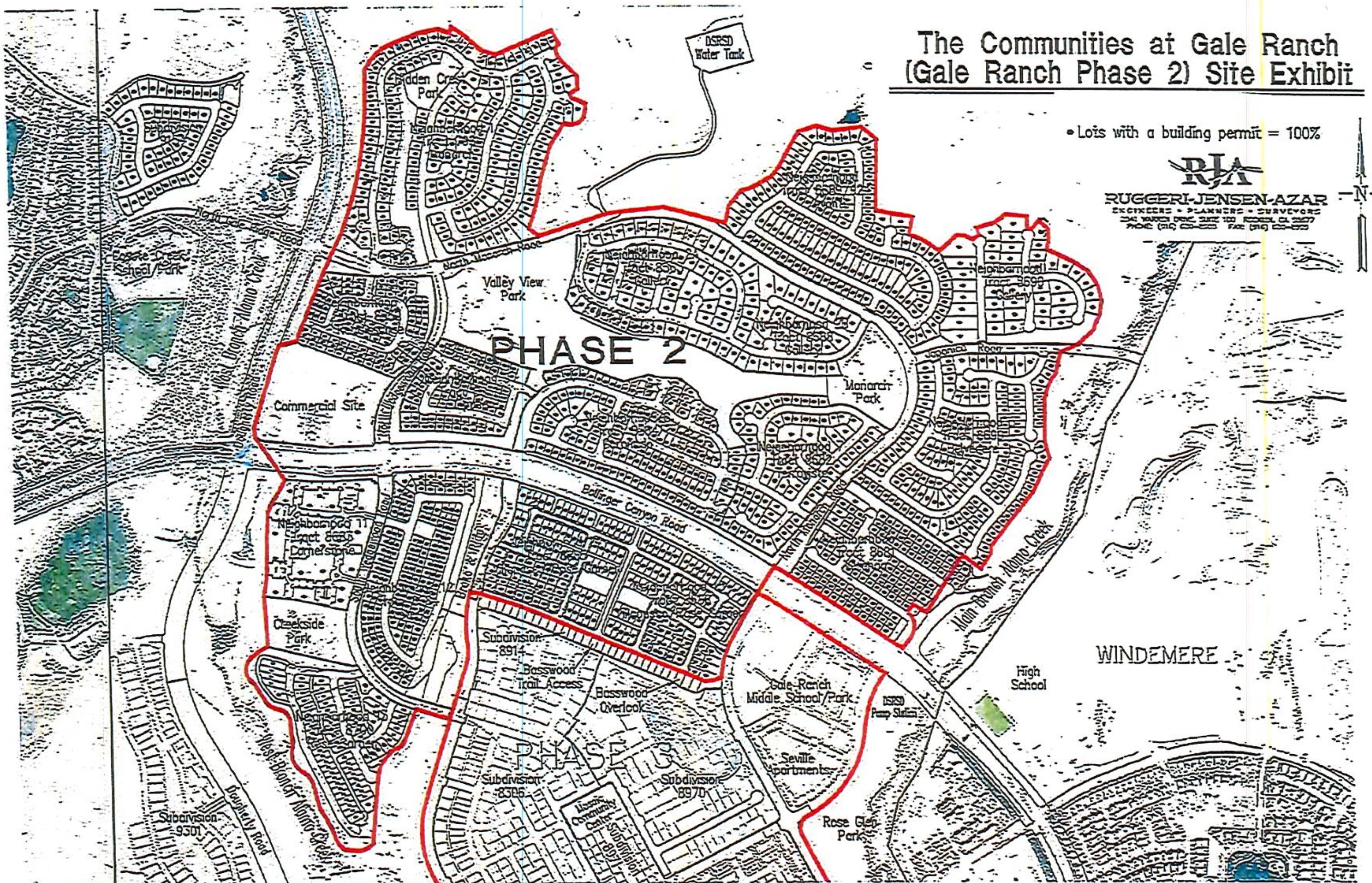
SUPPORTING DOCUMENTS

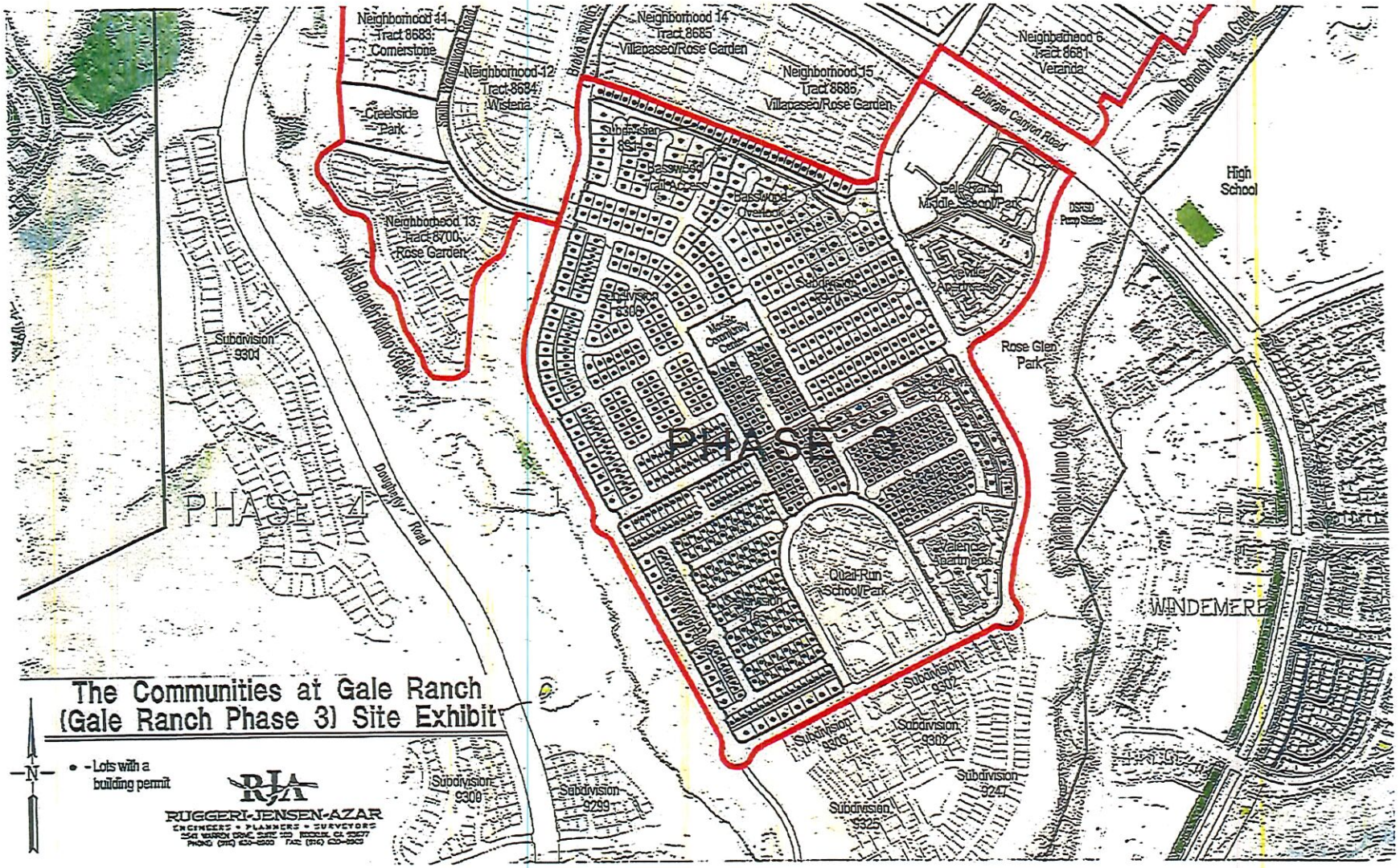


Lots with a building permit = 100%

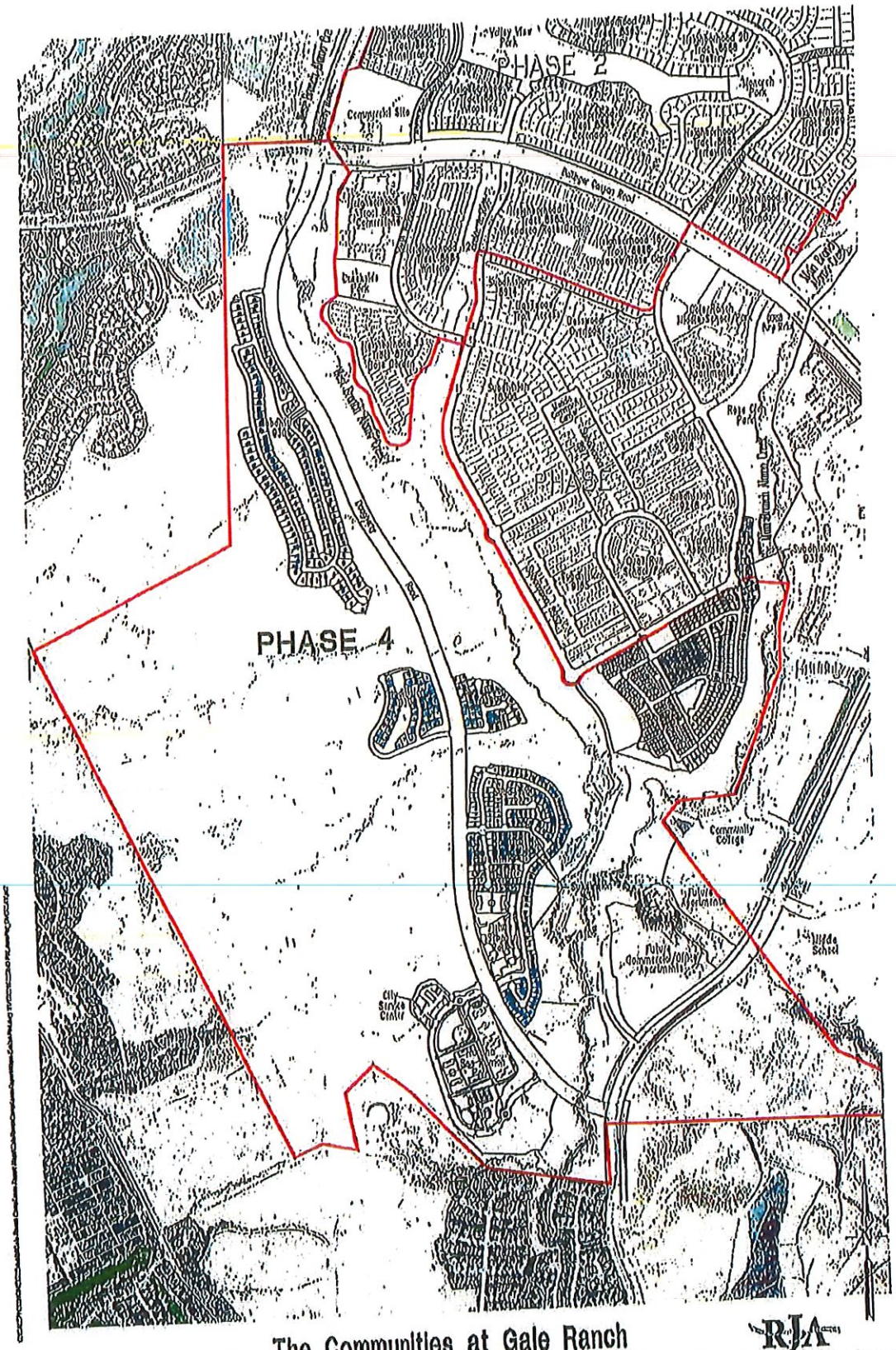
The Communities at Gale Ranch
(Gale Ranch Phase 1) Site Exhibit

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS


The Communities at Gale Ranch
(Gale Ranch Phase 2) Site Exhibit
• Lots with a building permit = 100%
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
N
DSRSD Water Tank
PHASE 2
Valley View Park
Commercial Site
Monarch Park
Bollinger Canyon Road
Creekside Park
Neighborhood 11 Tract 8682 Cornerstone
Subdivision 8914
Basswood Trail Access
Basswood Overlook
PHASE 3
Subdivision 8586
Subdivision 8970
Gale Ranch Middle School/Park
DSRSD Pump Station
Seville Apartments
Rose Glen Park
High School
WINDEMERE
Main Branch Alamo Creek
West Branch Alamo Creek
Dougherty Road
Subdivision 9301
Coyote Creek School/Park
Hidden Creek Park



The Communities at Gale Ranch
(Gale Ranch Phase 3) Site Exhibit
• - Lots with a building permit
N
RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
Neighborhood 11
Tract 8683
Cornerstone
Neighborhood 12
Tract 8684
Wisteria
Neighborhood 14
Tract 8685
Villapaseo/Rose Garden
Neighborhood 15
Tract 8686
Villapaseo/Rose Garden
Neighborhood 6
Tract 8681
Veranda
Creekside Park
Neighborhood 13
Tract 8700
Rose Garden
Main Branch Alamo Creek
Bollinger Canyon Road
High School
Gale Ranch Middle School/Park
Rose Glen Park
Subdivision 9301
West Branch Alamo Creek
Dougherty Road
PHASE 4
PHASE 3
Quail Run School/Park
Valencia Apartments
WINDEMERE
Subdivision 9302
Subdivision 9303
Subdivision 9247
Subdivision 9325
Subdivision 9299
Subdivision 9300



• — Lots with a building permit

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

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS

CONTRA COSTA COUNTY

1025 ESCOBAR STREET
MARTINEZ, CA 94553

Staff Report

File #: 26-344 **Agenda Date:** 2/2/2026 **Agenda #:** 2b.

Project Title:	Development Agreement Annual Compliance Review Gale Ranch Development- Shapell Homes
County File(s):	AR25-0117
Applicant/Owner:	Shapell Homes
Zoning/General Plan:	Zoning: Planned Unit Development (P-1). General Plan: Single-Family Residential, High-Density (SH), Single-Family Residential, Medium Density (SM), Multi-Family Residential, Low-Density (ML), and Multi-Family Residential, High-Density (MH), etc.
Site Address/Location:	The subject property consists of 973 acres located on both sides of Dougherty Road, east of the Country Club at Gale Ranch Project boundary and west of Alamo Creek, in the Dougherty Valley, San Ramon, area. (P-1) (ZA:W-19, V-19) (CT 3551) (Parcel #206-040-002,-003,-004; 206-240-003,-010; 217-060-025; 206-080-010).
California Environmental Quality Act (CEQA) Status:	An Environmental Impact Report (EIR) was prepared in 1992; a Supplemental EIR was prepared in 1996; and an Addendum was prepared for the phases III and IV of the Project in 2003 and 2005 respectively.
Project Planner:	Adrian Veliz, Senior Planner (925) 655-2879
Staff Recommendation:	Approve (See Section V for full recommendation)

I. BACKGROUND AND PROCEDURES:

A Development Agreement ("Agreement") by and between Contra Costa County and Shapell Industries ("Developers") for the above referenced project was entered on April 8, 1996, pursuant to Contra Costa County Ordinance No. 94-79 and recorded on January 17, 1995. The Agreement is now due for the thirty-first "annual review", as required by the Agreement and State Law. Under the County's Procedures and Requirements for Consideration of Development Agreements (Board Resolution No. 85/412). The Annual Review is to be

performed by the Zoning Administrator in a public hearing after receiving a Staff Report from the Department of Conservation and Development. The Zoning Administrator at the public hearing shall adopt the staff report, with or without modifications at the discretion of the Zoning Administrator. If the Zoning Administrator finds and determines the Developer has not complied with the terms of this Agreement, the Zoning Administrator shall deliver a Default Notice pursuant to Section 8.1 (a) of the Development Agreement.

I. STAFF REVIEW:

Staff has reviewed Section 2 of the November 25, 2025, annual compliance report submitted to demonstrate the Developer's good faith compliance with the terms of the Development Agreement.

I. DVOC REVIEW:

DVOC members reviewed the annual Compliance Reports on December 8, 2025. DVOC members accepted the staff findings as recommended.

I. FINDINGS:

Based on the foregoing review, staff makes the following findings:

A. Annual Compliance Report: The Annual Compliance report demonstrates the Developer's good faith compliance with the terms of the Development Agreement. Staff has no evidence indicating that any statement contained in the Annual Compliance Report is either inaccurate or an indication of non-compliance. Based upon its review, staff has determined that these statements are true.

A. Terms of Agreement: With respect to Section 3 of the Agreement, "Obligations of Developer and County", and excepting 3.1 (e), staff has reviewed both the Annual Compliance Report and all applicable files that all of the Developer's actions during 2024 demonstrate the Developer's good faith in compliance with the terms of the Agreement for that project year.

A. No Contradictory Evidence: Since effective date of the Agreement, no evidence has been found or presented which supports a finding that the Developer has not been in good faith compliance with the terms of the Agreement.

I. RECOMMENDATIONS

Staff recommends the Zoning Administrator adopt the foregoing findings and propose no modifications or termination of Agreement, Accept the Annual Compliance report to be in compliance with the above captioned Development Agreement, and adopt the attached Resolution 2-2026.

Attachments: Resolution No. 2-2026
2025 Annual Compliance Report

RESOLUTION NO. 2-2026

RESOLUTION OF ZONING ADMINISTRATOR OF CONTRA COSTA COUNTY REGARDING THIRTY-FIRST ANNUAL REVIEW OF DEVELOPMENT AGREEMENT FOR THE SHAPELL INDUSTRIES **"GALE RANCH"** DEVELOPMENT FINDING GOOD FAITH COMPLIANCE THEREWITH

The Zoning Administrator of Contra Costa County finds that:
A. On April 8, 1996, pursuant to County Ordinance No. 94-79, the County entered into a Development Agreement ("Agreement") with Shapell Industries, ("Developer") relative to the development known as Gale Ranch.

B. Pursuant to the County's Procedures and Requirements for the Consideration of Development Agreement (Board of Supervisors Resolution No. 85/412) and Agreement, the Agreement is to be reviewed by the Zoning Administrator each year beginning in October of 1996, to inquire into the good faith compliance of Developer with the terms of the Agreement (the "Annual Review").

C. For the purposes of the Thirty-First Annual Review covering the 2025 Project Year, the Department of Conservation and Development has filed a staff report relative to all development that has occurred under the Agreement since the effective date of the Agreement and other matters regarding Developer's good faith compliance with the Agreement.

D. The Zoning Administrator has reviewed and considered all evidence in the record, including the staff report and the Annual Compliance Report from the Developer, dated November 25, 2025 (attached to the staff report), submitted to demonstrate the Developer's good faith compliance with the terms of the Agreement ("Compliance Letter"). 1. Based upon the Zoning Administrator's review and consideration of the staff report and Annual Compliance Report attached thereto, the Zoning Administrator hereby incorporates by this reference and adopts as his own findings, the findings set forth in the attached staff report. The Zoning Administrator finds that the Developer, since the effective date of the Agreement, has at all times been in good faith compliance with the terms of the Agreement.

2. Based upon the Zoning Administrator's review and consideration

NOW, THEREFORE, THE ZONING ADMINISTRATOR HEREBY RESOLVES, FINDS, CERTIFIES AND ORDERS AS FOLLOWS:

Upon review of the staff report and Annual Compliance Report, the Zoning Administrator finds and orders that the Agreement shall not be terminated or modified and shall continue in full force and effect.

Adopted on _____, 2026

_____

Sean Tully
Deputy Zoning Administrator
Contra Costa County

GALE RANCH

COMPLIANCE REPORTS

Prepared By:

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

November 25, 2025

November 25, 2025

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

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

Dear Mr. Veliz:

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

Sincerely,

Steven Savage
Toll Bros., Inc

CC: Alli Sweeney
Dave Suico

TABLE OF CONTENTS

SETTLEMENT AGREEMENT ANNUAL COMPLIANCE REPORT 1

A. REQUIREMENTS 1
B. SPECIFIC PROVISIONS OF THE COMPLIANCE REPORT 2
1. Gale Ranch Phase 1 2
2. Gale Ranch Phase II 4
3. Gale Ranch Phase III 7
4. Gale Ranch Phase IV 9
5. Childcare Facilities 11
6. Open Space Management 12
7. Affordable Housing 13
8. Developed Parkland 15

GALE RANCH DEVELOPMENT AGREEMENT COMPLIANCE REPORT 17

A. REQUIREMENTS 17
Section 3. Obligations of Developer and County 17
Section 3.3 (a) Compliance with Settlement Agreements. 18
Section 3.3 (b) Preliminary Development Plan. 18
Section 3.3 (c) Affordable Housing. 19
Section 3.3 (d) Designation of Preferred Water Provider. 22
Section 3.3 (e) Design Program for Dougherty Valley Village Center. 23
Section 3.3 (f) Coordination of On-Site Improvements. 24
Section 3.3 (g) Danville/San Ramon/County Traffic Mitigation 25
Section 3.3 (h) Pleasanton Traffic Mitigation. 29
Section 3.3 (i) Dublin Traffic Mitigation. 30
Section 3.3 (j) Walnut Creek Traffic Mitigation. 31
Section 3.3 (k) Dougherty Road Improvements. 32
Section 3.3 (l) Mitigation Monitoring 33
Section 3.3 (m) Establishment of County Service Area. 34

COUNTRY CLUB AT GALE RANCH "THE BRIDGES AT GALE RANCH" DEVELOPMENT AGREEMENT 35

A. REQUIREMENTS 36
Section 3.1 Obligations of Developer and County 36
Section 3.1. (a) Generally: 36
Section 3.1. (b) Conditions to Current Approvals: 36
Section 3.1. (c) Capital Facilities Fee. 37
Section 3.1. (d) Parks Fee. 38
Section 3.1. (e) Affordable Housing. 40
Section 3.1. (f) Traffic Impact Mitigation. 41
Section 3.1 (g) County Regional Enhancement Contribution. 42
Section 3.1 (h) Compliance Monitoring. 43
Section 3.1 (i) County Service Area. 44
Section 3.1 (j) Construction of Improvements. 45

SUPPORTING DOCUMENTS 46

SETTLEMENT AGREEMENT ANNUAL COMPLIANCE REPORT

A. REQUIREMENTS

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

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

IV. PREPARATION AND CONSIDERATION OF ANNUAL COMPLIANCE REPORTS

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

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

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

B. SPECIFIC PROVISIONS OF THE COMPLIANCE REPORT

1. Gale Ranch Phase 1

A. Construction Activities (from October 2024 through September 2025)
(For reference to Phase I - See the map entitled "The Communities at Gale Ranch (Gale Ranch Phase 1) Site Exhibit" in the Supporting Documents section).

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

Table A

Gale Ranch Ph. 1 – Final Map and Building Permit Status

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

* Tract 8027 has 7 Crest Bridge homes
* Tract 8132 has 6 Fairway Bridge homes

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

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

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

Table B

Gale Ranch Phase 1 – Street/Landscape Improvement Status

Item	Subdivisions
Street Improvements Complete	7796, 7979, 7980, 7981, 8027, 8105, 8131, 8132, 8133, 8134, 8135, 8189, 8254, 8255, 8256,8348
Landscape Improvements Complete	7796, 7979, 7980, 7981, 8027, 8105, 8131, 8132, 8133, 8135, 8189, 8254, 8255, 8256, 8348, 8134

2. *Gale Ranch Phase II*

A. Construction Activities (from October 2024 through September 2025)
(For reference to Phase II - See Map entitled "The Communities at Gale Ranch (Gale Ranch Phase 2) Site Exhibit" in the Supporting Documents section).

- Home construction is complete in all neighborhoods. No In-tract civil improvements (pad grading, storm drain, water, sanitary sewer, and street construction) occurred in these subdivisions. (See Tables C and D for Gale II Neighborhood information)

- To date, 1947 building permits, or 100% of all permits for Gale II have been obtained. See Table C for a detailed summary of Final Map and Building Permit status in Gale II.

TABLE C

Gale Ranch Phase II
Final map and Building Permit Status

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

B. Work Underway (fall 2024 to fall 2025)

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

Table D

Development Schedule for Gale Ranch Phase II by Neighborhood

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

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

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

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

Table E

GALE RANCH PHASE 2 PROJECTION (Proposed)

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

3. Gale Ranch Phase III

A. Construction Activities (from October 2024 through September 2025)
(For reference to Phase III - See the map entitled "Gale Ranch Phase III" in the Supporting Documents section).

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

Table F **Gale Ranch Phase III - Final Map and Building Permit Status**

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

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

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

Table G

Gale Ranch Phase 3 Projection (Proposed)

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

4. Gale Ranch Phase IV

A. Construction Activities (from October 2024 through September 2025)
(For reference to Phase IV - See the map entitled "Subdivision 8856 - Phase 4" in the Supporting Documents section)

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

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

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

Table I

GALE RANCH PHASE 4 PROJECTION (Proposed)

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

5. Childcare Facilities

- Shapell Homes has submitted a comprehensive Childcare Mitigation Program to Contra Costa County. The County reviewed the submittal and confirmed on 06/18/07 the program elements were appropriate and fully mitigated Gale Ranch Childcare impact if implemented as proposed.

- The Childcare Facility at Coyote Creek Elementary School operates to accommodate 125 children in each session. They are operating at full capacity.

- The Quail Run Elementary School Childcare Facility operates to a capacity of approximately 192 children.

- The Cornerstone Apartment complex continues to house a childcare facility operated by the YMCA. Capacity of approximately 74 children.

- The Canyon Creek Presbyterian Church Childcare facility ("Little Bridges Pre-School") is in full operation since 2006.

- The Goddard School, a day care provider was opened in January 2013. The school can accommodate 132 students 6 weeks to 6 years of age.

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

For the current childcare summary, please see Table I.

Table J

Child Care in Gale Ranch

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

6. Open Space Management

- The development plan for Gale Ranch contains over 1,000 acres of open space. Most open space is planned for dedication to the Geologic Hazard Abatement District 1990-01, ("GHAD"). Planned ownership, funding sources for mitigation activities in open space and responsible managing and maintaining entities are listed in Table J below.

- Shapell has completed the dedication of open space in Gale Ranch Phase I and portions of Gale II through 2013. Dedication of the remaining open space in Gale II, Gale III and Gale IV is ongoing. Open space parcels will not be dedicated until improvements adjacent to or near open space are complete. The endowment to maintain mitigation features listed under the title "Funding" in Table J is a phased contribution per the Resource Agency Permits for Gale Ranch, which is being provided by Shapell.

Table K Gale Ranch Phase II, III, IV Facility Maintenance Matrix

Facility	Ownership Entity	Property Maintenance Funding	Property Maintenance Entity
1. Public Streets	San Ramon	Property Tax / CSA Tax	San Ramon
2. Private Streets	HOA	HOA	HOA
3. Open Space			
A. Grassland	GHAD	CSA Tax / GHAD Assmnt	GHAD w/ Preserve Manager
B. Slopes	GHAD	GHAD Assessment	GHAD
C. West/Main Branch Corridor	GHAD	CSA Tax / GHAD Assmnt	GHAD/City (CSA) / Prsrve Mngr
D. Trails	GHAD	CSA Tax	City (CSA)
4. Mitigation Features			
A. Backwater Channels	GHAD	Endowment	Preserve Manager / GHAD / city
B. Seasonal Wetlands	GHAD	Endowment	Preserve Manager / GHAD / city
C. Seeps	GHAD	Endowment	Preserve Manager / GHAD / city
D. Ephemeral Channels	GHAD	Endowment	Preserve Manager / GHAD / city
E. Created Tributaries	GHAD	Endowment	Preserve Manager / GHAD / city
5. Wet Ponds	San Ramon	NPDES Tax	City of San Ramon
6. Fire Control			
A. Grassland	GHAD	CSA Tax	San Ramon (with Fire District)
B. Fuel Transition Zone	GHAD	HOA Assessment	HOA (with Fire District)
7. Landscape			
A. Public ROW	San Ramon	CSA /Property Tax	City of San Ramon
B. Parks	San Ramon	CSA /Property Tax	City of San Ramon
C. Riparian Corridor	GHAD	CSA	City of San Ramon
D. Fuel Transition	GHAD	HOA Assessment	HOA w/ Fire District
8. Detention Basin	San Ramon	CSA Tax	City of San Ramon
9. "Structures" Creek Corridors	GHAD	CSA Tax	San Ramon w/ Prsrve Mngr)

NPDES - Nat'l Pollutant Discharge Elimin. System **HOA** – Home Owners Association
GHAD - Geologic Hazard Abatement District **CSA** - County Service Area

7. Affordable Housing

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

Gale Ranch Phase I

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

Gale Ranch Phase II

- Neighborhood 10, or Renaissance, construction is complete. Renaissance provides 105 for-sale moderate affordable housing units, and the lottery for all the homes occurred in March of 2004. These homes were sold at a price consistent with the affordable criteria for the year in which they are delivered to the market place. No form of government subsidized financing has been used to create this neighborhood.

- Neighborhood 11, or Cornerstone, is a 266-unit rental community with 164 units available in the very low and low-income categories. Cornerstone also contains approximately 102 moderate-income apartments. This complex was completed in 2005 and is fully occupied. No form of government subsidized financing has been utilized.

- Neighborhood 12, or Wisteria, is a 157-unit complex in which 19 units have been sold as affordable housing to buyers in the moderate-income category.

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

Gale Ranch Phase III

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

Gale Ranch Phase IV

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

- More affordable housing information may be found in the Gale Ranch Affordable Housing Compliance Report submitted to the Department of Conservation and Development October 1, 2014.

- Shapell Properties has pulled Building Permits for the first 264 units of Senior housing, completed construction and have been occupied. Shapell completed site improvements in public right of way (Bollinger) and to future apt. pad 2020. Remaining 185 units are being discussed by the City of San Ramon, County and Shapell Properties.

8. Developed Parkland

- Gale Ranch Phase I. Construction of all parks in Phase I are complete and the parks are operational. Coyote Crossing Park, East Park, Windy Hills Park and Windy Hills addition provide 21.56 acres of constructed park.

- Gale Ranch Phase II. Construction of the Hidden Crest Park (PA 0003) and Valley view Park (PA 0009) are complete. Monarch Park (i.e. neighborhood 2B Park) PA 0008 is complete and was accepted August 14, 2007 by the City of San Ramon. Creekside Park (i.e. neighborhood 11 park) PA 0010 is complete and was accepted August 14, 2007. Bark and Ride is complete and was accepted on March 8, 2011. This brings the total of completed park acreage for Phase II 30.50 acres, and the cumulative total for Gale I and Gale II to 52.06 acres (see Table L).

- Gale Ranch Phase III. Construction of Gale Ranch Middle School Park and Quail Run Elementary, Mosaic Park and Overlook Park totaling 14.44 acres is complete. This brings the cumulative for Gale I, Gale II and Gale III to 66.50acres (see Table L). Mosaic Linear Park Phase 1 was completed and turned over for maintenance &Phase 2 completed and working with DR Horton and City for acceptance in winter 2019. Critter Crossroad Park (previously Rose Glenn Park) revised concept plan went before City Park Commission and was approved. Construction started summer 2021 and will be complete Winter 2025.

- Gale Ranch Phase IV. Construction of Phase I of Rancho San Ramon Park totaling 23.27 acres was completed and placed into warranty in October 2014. Park Commission approved concept plan for Ph 2 and started summer 2024 and will be complete end of year 2026.

Table M

PARK COMPLETION STATUS

	Construction Complete Park Name	Acreage	Completion Date
Gale I	Coyote Crossing Park	11.76	COMPLETE
	East Park	0.82	COMPLETE
	Windy Hills Park	1.19	COMPLETE
	Coyote Creek School Park	3.68	COMPLETE
	Windy Hills Park Addition	0.18	COMPLETE
	Gale I Total	**17.63**	COMPLETE
Gale II	Hidden Crest Park (PA 0003)	2.07	COMPLETE
	Monarch Park (PA 0008)	6.34	COMPLETE
	Creekside Park (PA 0010)	5.97	COMPLETE
	Valley View Park (PA 0009)	10.02	COMPLETE
	« Bark and Ride » (PA 0040)	6.10	COMPLETE
	Gale II Total	**30.50**	COMPLETE
Gale III	Quail Run Elementary	6.40	COMPLETE
	Gale Ranch Middle School	6.20	COMPLETE
	Overlook Park (PA 0019)	0.10	COMPLETE
	Mosaic Community Park (PA 0021)	1.74	COMPLETE
	Hummingbird Playground (PA 0041)	0.4	COMPLETE
	Gale III Total	**14.44**	COMPLETE
Gale IV	Rancho San Ramon Community Park Phase I	23.27	COMPLETE
	Total Complete	**90.7**	

	Future Construction Park Name	Acreage	Completion Date
	Mosaic Linear Park	2.10	Complete
	Critter Crossroad Park (PA 0018)	8.44	2025
	Gale III Total	**10.54**	
Gale IV			
	Ranch San Ramon Community Park Phase II	7.83	2026
	Bella Vista School Park	2.61	Complete
	Linear Park (Pod 6)	1.21	Complete
	Gale IV Total	**11.65**	

Future Construction acreages are taken from the Gale 2, 3 and 4 FDP, VTM dated August 30, 2013

GALE RANCH DEVELOPMENT AGREEMENT COMPLIANCE REPORT

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

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

A. REQUIREMENTS

(Development Agreement)

Section 3. Obligations of Developer and County.

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

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

SPECIFIC REQUIREMENTS AND DEVELOPER RESPONSE

1.A. Development Agreement:

Section 3.3 (a) Compliance with Settlement Agreements.

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

1.B. Developer Response (Year 2025):

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

2A. Development Agreement:

Section 3.3 (b) Preliminary Development Plan.

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

2.B. Developer Response (Year 2025):

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

3.A. Development Agreement:

Section 3.3 (c) Affordable Housing.

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

3.B. Developer Response (Year 2025):

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

Gale Ranch Phase I

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

Gale Ranch Phase II

- Neighborhood 10, or Renaissance, construction is complete. Renaissance provides 105 for-sale moderate affordable housing units, and the lottery for all the homes occurred in March of 2004. These homes were sold at a price consistent with the affordable criteria for the year in which they are delivered to the market place. No form of government subsidized financing has been used to create this neighborhood.

- Neighborhood 11, or Cornerstone, is a 266-unit rental community with 164 units available in the very low and low-income categories. Cornerstone also contains approximately 102 moderate-income apartments. This complex was completed in 2005 and is fully occupied. No form of government subsidized financing has been utilized.

- Neighborhood 12, or Wisteria, is a 157-unit complex in which 19 units have been sold as affordable housing to buyers in the moderate-income category.

- Two homes were sold to home buyers in Phase II that qualified as moderate affordable.

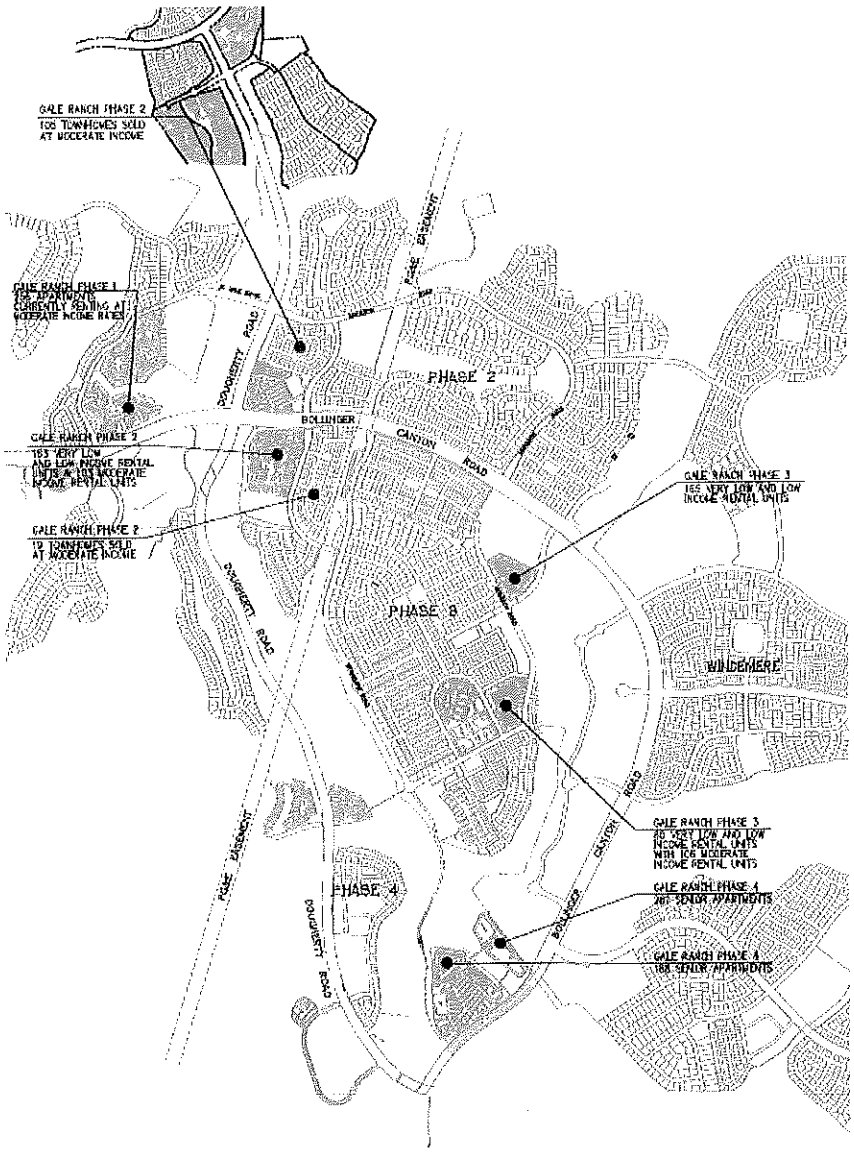


TABLE K
AFFORDABLE HOUSING PLANNED IN GALE RANCH PHASES I-IV

	TYPE	LOW/VERY LOW	MODERATE	TOTAL
PHASE I:				
FALCON BRIDGE	RENTAL	0	256	256
SFD HOMES	FOR SALE	0	12	12
PHASE II:				
SFD HOMES	FOR SALE	0	2	2
RENAISSANCE	FOR SALE	0	105	105
CORNERSTONE	RENTAL	154	102	256
WISTERIA	FOR SALE	0	19	19
PHASE III:				
SEVILLE	RENTAL	165	0	165
VALENCIA	RENTAL	80	106	186
PHASE IV:				
APARTMENTS	RENTAL	102	347	449
	TOTAL:	511	949	1,500

N

NTS

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

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS

Job No. 991084

Gale Ranch Phase III

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

Gale Ranch Phase IV

- The Final Development Plan and Vesting Tentative Map for Gale Ranch Phase IV was approved in January 2005. Phase IV will contain 347 moderate-income rental apartments and 101 low/very low rental apartments. Construction is planned to occur sometime between 2014 and 2016.
- The original Final Development Plan and Vesting Tentative Map for Gale Ranch Phase IV were approved in January 2005. This original Phase 4 approval contained 233 moderate-income rental apartments and 186 low/very low rental apartments. However, due to a request by the school district to move the Gale Ranch Middle School to a portion of a Phase 3 apartment site some 215 apartments were moved into Phase IV. In 2008 a new FDP and VTM was filed and approved with the county revising portions of Phase 2, 3 and 4. As a result of this new FDP 186 affordable apartments were moved from Phase 4 back into Phase 3 on to a site just east of Quail Run Elementary School. Construction on these units will start in 2012. These units will be available for occupancy in 2014.

- In February of 2012 the Contra Costa County Zoning Administrator approved yet another revised Final Development Plan modification. This revised FDP called for the remaining 448 affordable units to be built as "age restricted Senior Apartments". The first 264 senior affordable apartments started construction in 2016 and are now occupied.

4.A. Development Agreement:

Section 3.3 (d) Designation of Preferred Water Provider.

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

4.B. Developer Response (Year 2025):

- The 1996 General Plan Amendment and Specific Plan Amendment (Windemere Phase I/Gale Ranch Phase 2) revised the Specific Plan to designate the Dublin San Ramon Service District as the preferred water provider for the balance of Dougherty Valley.

- Page 9-2 of the Dougherty Valley Specific Plan, November 1996 states: "The Dublin San Ramon Services District (DSRSD) is to be the preferred provider of potable water for Dougherty Valley under this Specific Plan."

5.A. Development Agreement:

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

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

5.B. Developer Response (Year 2025):

- A Master Plan for the Village Center was submitted by Shapell and Windemere with the 1996 Specific Plan amendment. A Condition of Approval attached to the 1996 entitlements requires a revision to the Master Plan prior to the issuance of the first building permit in the Village Center.

- The County Planning Commission reviewed and approved the Village Center design proposed by Windemere, Shapell and the County in December 2003. Construction is complete on the community center, police substation and library. The buildings for Phase 1 of the campus of the Contra Costa Community College District were completed in 2006. In 2009 the Service Center was accepted and occupied by the City of San Ramon.

6.A. Development Agreement:

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

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

6.B. Developer Response (Year 2025):

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

7.A. Development Agreement:

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

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

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

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

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

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

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

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

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

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

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

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

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

7.B. Developer Response (Year 2025):

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

8.A. Development Agreement:

Section 3.3 (h) Pleasanton Traffic Mitigation.

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

8.B. Developer Response (Year 2025):

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

9.A. Development Agreement:

Section 3.3 (i) Dublin Traffic Mitigation.

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

9.B. Development Response (Year 2025):

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

10.A. Development Agreement:

Section 3.3 (i) Walnut Creek Traffic Mitigation.

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

10.B. Developer Response (Year 2025):

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

11.A. Development Agreement:

Section 3.3 (k) Dougherty Road Improvements.

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

11.B. Developer Response (Year 2025):

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

12.A. Development Agreement:

Section 3.3 (l) Mitigation Monitoring

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

12.B. Developer Response (Year 2025):

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

- Shapell pays the reasonable costs of staff and consultants to implement the Mitigation Monitoring Program.

13.A. Development Agreement:

Section 3.3 (m) Establishment of County Service Area.

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

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

13.B. Developer Response (Year 2025):

- The Dougherty Valley County Service Area (CSA M-29) was approved by Contra Costa LAFCO in March 1996. The CSA M-29 is perpetually funded through a tax election held in February 1998. The County automatically adds the CSA tax to each individual parcel in Dougherty Valley shortly after the building permit is issued.

- The only on-going activity required by Shapell is to participate with the County and City of San Ramon to prepare an annual CSA budget and review reimbursement invoices. To date, the County has reimbursed the City for expenditures completing FY08-09. A permanent reimbursement agreement was negotiated and executed by the City of San Ramon, Town of Danville, and Contra Costa County in 2005. All reimbursements are up to date.

COUNTRY CLUB AT GALE RANCH "THE BRIDGES AT GALE RANCH" DEVELOPMENT AGREEMENT

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

A. REQUIREMENTS

1.A. Development Agreement:

Section 3.1 Obligations of Developer and County.

Section 3.1. (a) Generally:

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

Section 3.1. (b) Conditions to Current Approvals:

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

1.B. Developer Response (Year 2025):

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

2.A. Development Agreement:

Section 3.1. (c) Capital Facilities Fee.

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

2.B. Developer Response (Year 2025):

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

3.A. Development Agreement:

Section 3.1. (d) Parks Fee.

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

3.B. Developer Response (Year 2025):

- Gale Ranch Phase I. Construction of all parks in Phase I are complete and the parks are operational. Coyote Crossing Park, East Park, Windy Hills Park, Coyote Creek School and Windy Hills addition provide 21.56 acres total of constructed park.

- Gale Ranch Phase II. Construction of the Hidden Crest, Monarch, Valley View, Bark and Ride and Creekside Park parks are complete and accepted. This brings the total of completed park acreage for Phase II to 30.50 acres.

- Gale Ranch Phase III. Construction of Gale Ranch Middle School Park and Quail Run Elementary, Mosaic Park and Overlook Park totaling 14.40 acres is complete. This brings the cumulative for Gale I, Gale II and Gale III to 66.50 acres (see Table L). Rose Glen Park revised concept plan went before Park Commission and was approved. City has approved renaming park to Critter Crossroad Park and construction started summer 2021. Work anticipated to be complete December 2025.

Table M

PARK COMPLETION STATUS

	Construction Complete Park Name	Acreage	Completion Date
Gale I	Coyote Crossing Park	11.76	COMPLETE
	East Park	0.82	COMPLETE
	Windy Hills Park	1.19	COMPLETE
	Coyote Creek School Park	3.68	COMPLETE
	Windy Hills Park Addition	0.18	COMPLETE
	Gale I Total	**17.63**	COMPLETE
Gale II	Hidden Crest Park (PA 0003)	2.07	COMPLETE
	Monarch Park (PA 0008)	6.34	COMPLETE
	Creekside Park (PA 0010)	5.97	COMPLETE
	Valley View Park (PA 0009)	10.02	COMPLETE
	« Bark and Ride » (PA 0040)	6.10	COMPLETE
	Gale II Total	**30.50**	COMPLETE
Gale III	Quail Run Elementary	6.40	COMPLETE
	Gale Ranch Middle School	6.20	COMPLETE
	Overlook Park (PA 0019)	0.10	COMPLETE
	Mosaic Community Park (PA 0021)	1.74	COMPLETE
	Hummingbird Playground (PA 0041)	0.4	COMPLETE
	Gale III Total	**14.44**	COMPLETE
Gale IV	Rancho San Ramon Community Park Phase I	23.27	COMPLETE
	Total Complete	**90.7**	

	Future Construction Park Name	Acreage	First Completion
	Mosaic Linear Park	2.10	Complete
	Critter Crossroad Park (PA 0018)	8.44	2025
	Gale III Total	**10.54**	
Gale IV			
	Ranch San Ramon Community Park Phase II	7.83	2026
	Bella Vista School Park	2.61	Complete
	Linear Park (Pod 6)	1.21	Complete
	Gale IV Total	**11.65**	

Future Construction acreages are taken from the Gale 2, 3 and 4 FDP, VTM dated August 30, 2013

4.A. Development Agreement:

Section 3.1. (e) Affordable Housing.

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

4.B. Developer Response (Year 2025):

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

.5.A. Development Agreement:

Section 3.1. (f) Traffic Impact Mitigation.

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

5.B. Developer Response (Year 2025):

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

6.A. Development Agreement:

Section 3.1 (g) County Regional Enhancement Contribution.

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

6.B. Developer Response (Year 2025):

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

7.A. Development Agreement:

Section 3.1 (h) Compliance Monitoring.

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

7.B. Developer Response (Year 2025):

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

8.A. Development Agreement:

Section 3.1 (I) County Service Area.

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

8.B. Developer Response (Year 2025):

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

9.A. Development Agreement:

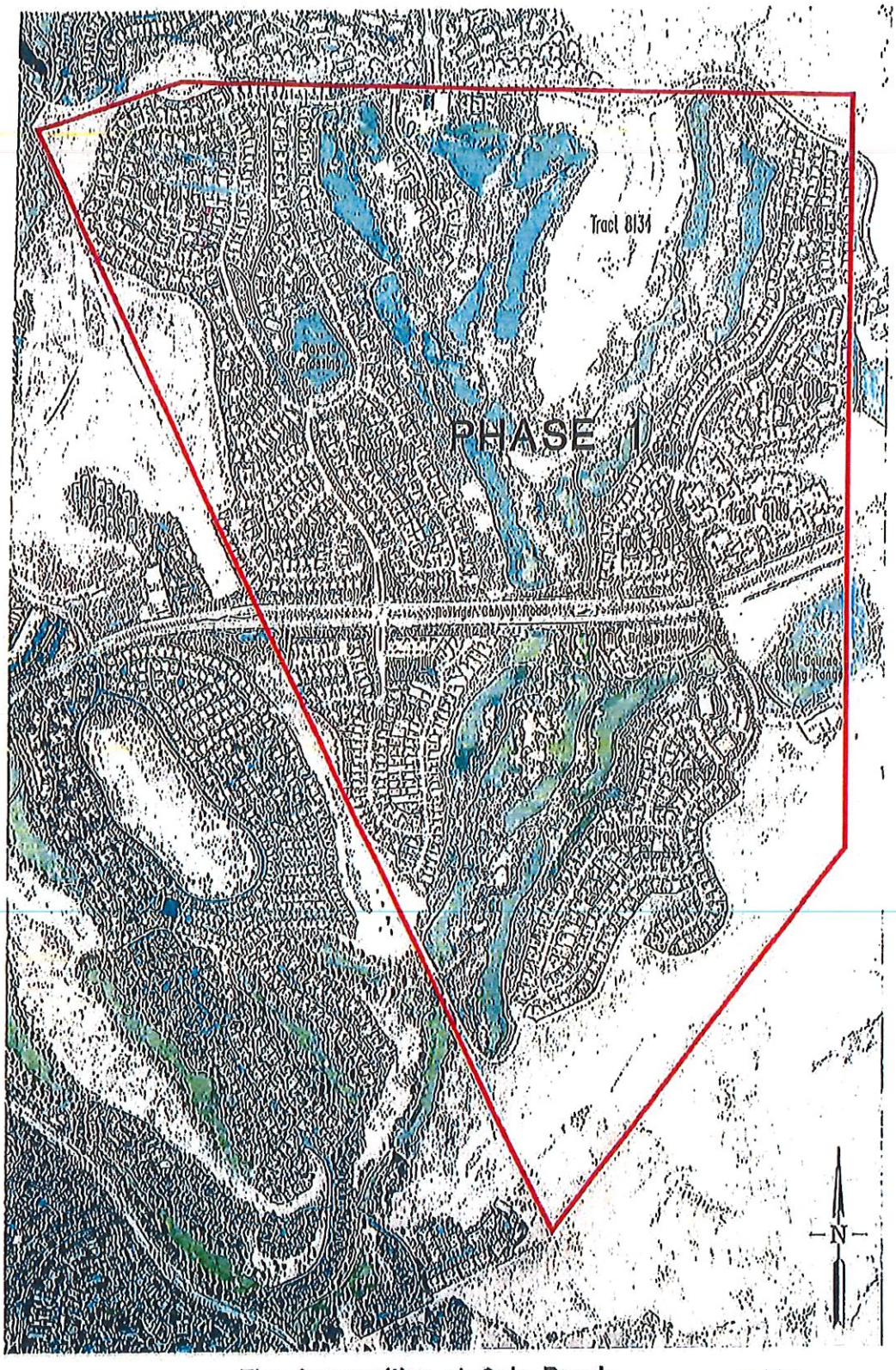
Section 3.1 (j) Construction of Improvements.

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

9. B. Developer Response (Year 2025):

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

SUPPORTING DOCUMENTS



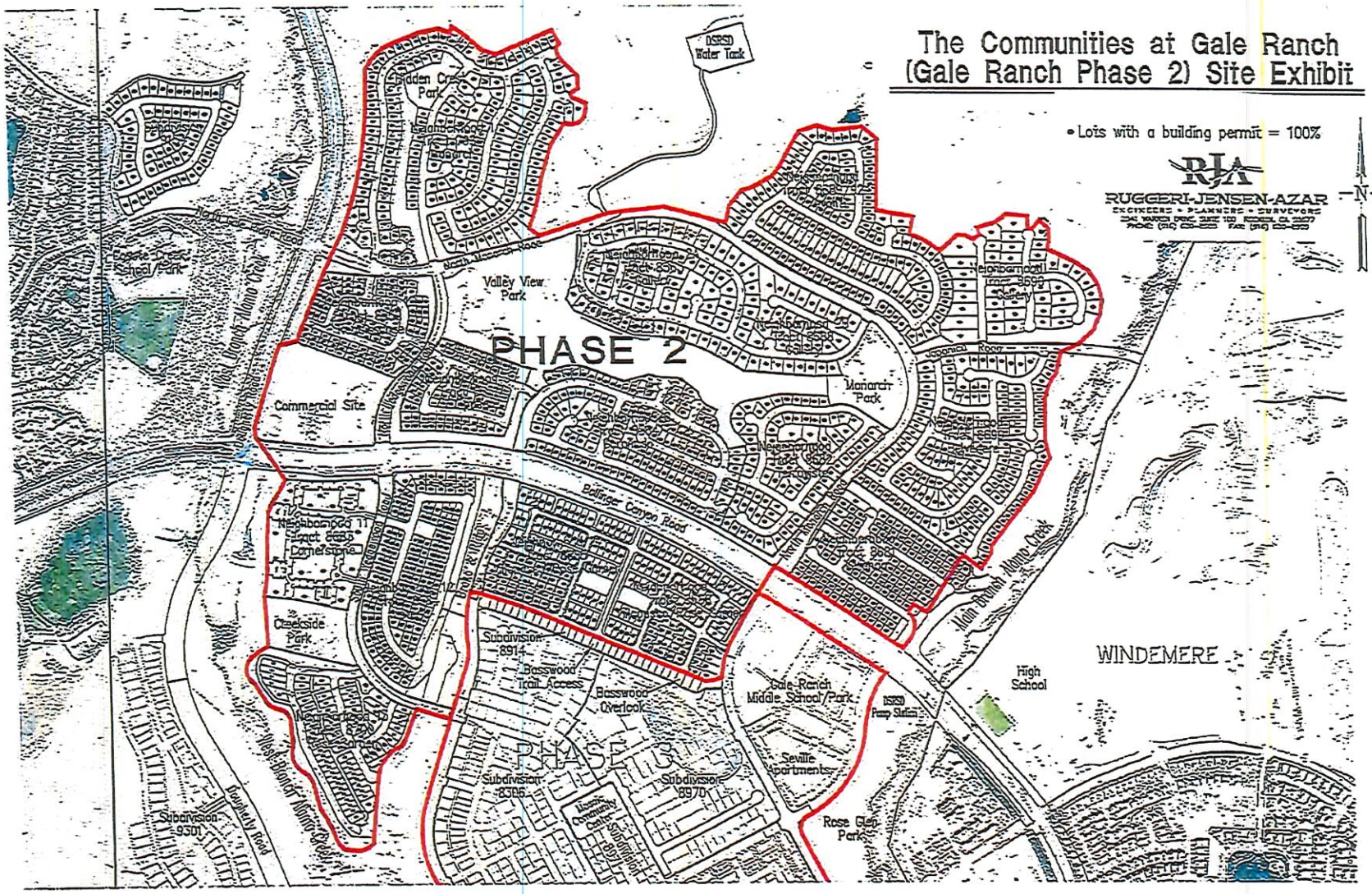
Lots with a building permit = 100% **The Communities at Gale Ranch (Gale Ranch Phase 1) Site Exhibit**

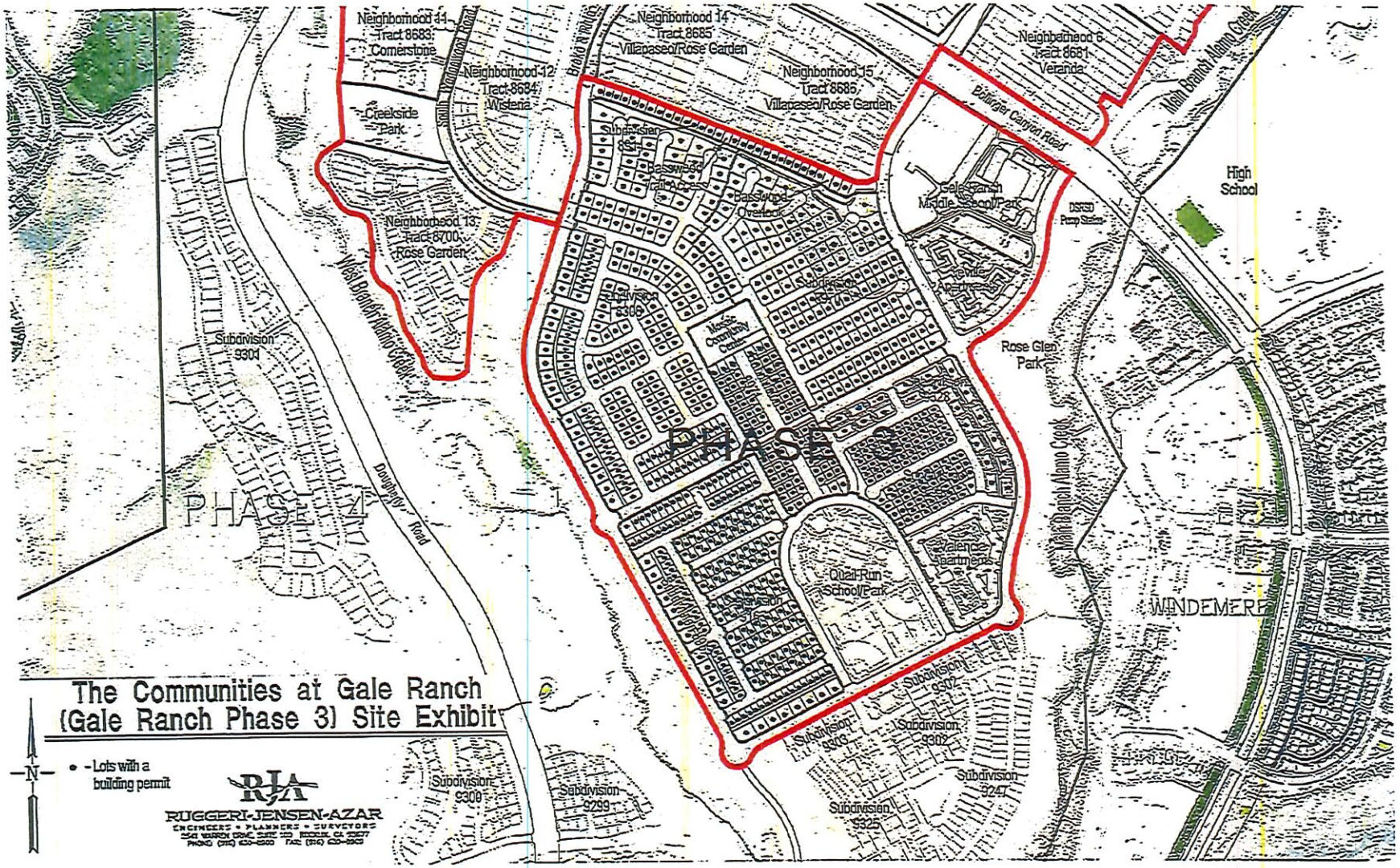
RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS

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

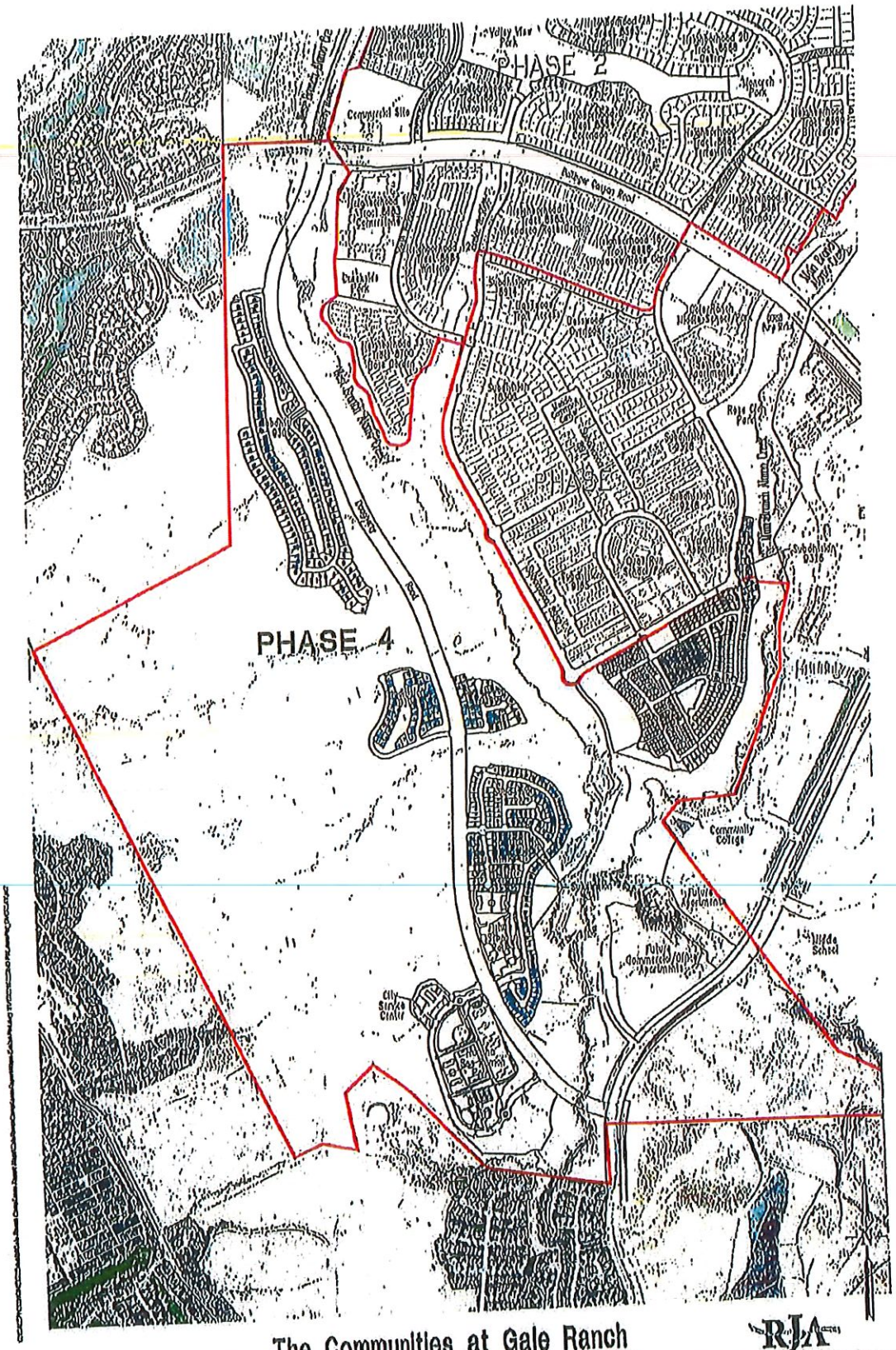
• Lots with a building permit = 100%

RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS





The Communities at Gale Ranch
(Gale Ranch Phase 3) Site Exhibit
• - Lots with a building permit
N
RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
Neighborhood 11
Tract 8683
Cornerstone
Neighborhood 12
Tract 8684
Wisteria
Creekside Park
Neighborhood 13
Tract 8700
Rose Garden
Neighborhood 14
Tract 8685
Villapaseo/Rose Garden
Neighborhood 15
Tract 8686
Villapaseo/Rose Garden
Neighborhood 6
Tract 8681
Veranda
Main Branch Alamo Creek
Bollinger Canyon Road
High School
Gale Ranch Middle School/Park
Rose Glen Park
West Branch Alamo Creek
Subdivision 9301
Dougherty Road
PHASE 4
PHASE 3
Quail Run School/Park
Valencia Apartments
WINDEMERE
Subdivision 9302
Subdivision 9303
Subdivision 9247
Subdivision 9325
Subdivision 9299
Subdivision 9300



• — Lots with a building permit

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

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS

CONTRA COSTA COUNTY

1025 ESCOBAR STREET
MARTINEZ, CA 94553

Staff Report

File #: 26-345 **Agenda Date:** 2/2/2026 **Agenda #:** 3a.

Project Title:	Land Use Permit for The Artist Tree cannabis renewal
County File(s):	#CDLP25-02046
Applicant Owner:	The Artist Tree V LLC Pamela Bishop Trust
Zoning/General Plan:	Zoning: Planned Unit District (P-1) General Plan: Mixed-Use Low Density (MUL)
Site Address/Location:	4100 San Pablo Dam Road, El Sobrante, CA 94803 APN: 420-191-021
California Environmental Quality Act (CEQA) Status:	Categorical Exemption - Class 1: CEQA Guidelines Section 15301, Existing Facilities
Project Planner:	Everett Louie, Project Planner (925) 655-2873 Everett.Louie@dcd.cccounty.us
Staff Recommendation:	Approve (See Section II for Full Recommendation)

I. PROJECT SUMMARY

The applicant requests approval of a land use permit to allow for the renewal of licensed cannabis retailer and delivery business within an existing building that was previously approved under CDLP20-02016. No modifications to the building or business operations are proposed at this time.

II. RECOMMENDATION

The Department of Conservation and Development, Community Development Division (CDD) Staff recommends that the Zoning Administrator:

A. FIND that the project is categorically exempt from CEQA under Section 15301 of the CEQA Guidelines

B. APPROVE the Land Use Permit Application County File #CDLP25-02046, based on the attached Findings and subject to the attached Conditions of Approval; and

C. DIRECT Staff to file a Notice of Exemption with the County Clerk.

III. GENERAL INFORMATION

A. General Plan: Mixed-Use Low Density (MUL).

B. Zoning: Planned Unit District (P-1) Downtown El Sobrante Zoning District.

C. California Environmental Quality Act (CEQA): Categorical Exemption - CEQA Guidelines Section 15301, CEQA Guidelines Section 15301, permitting, licensing of private structures, involving negligible or no expansion of exiting or former use.

The proposed project is to allow for the renewal of an existing licensed cannabis dispensary. There will be no changes to the existing building or business operations. The project is requesting the renewal of a permit to license a previously approved business. Therefore, there is negligible and no expansion of the existing use.

D. Previous Applications:

1. CDSE23-00007: An El Sobrante Administrative Permit to allow for a commercial cannabis sign for The Artist Tree was approved by the Zoning Administrator on June 7, 2023.

2. CDCV21-00052: A compliance review for CDLP20-02016 was approved on September 22, 2021.

3. CDLP20-02016: A land use permit and development plan combination to allow for a cannabis retailer and delivery business within the P-1 Downtown El Sobrante Zoning District was approved by the Zoning Administrator on November 16, 2020.

4. MJ19-0032: A request for proposal for a cannabis retailer was submitted by the Artist Tree on June 26, 2019.

5. MJ19-0022: A request for proposal for a cannabis retailer was submitted by Element 7 Contra Costa LLC.

6. 478-58: A Variance permit to eliminate the setback to a building was approved by the Board of Adjustment on November 6, 1958.

IV. SITE/AREA DESCRIPTION

The subject property is a 0.21-acre parcel developed with a 4,637-square-foot building. The property fronts San Pablo Dam Road to the north and La Colina Road to the west. The parcel has a parking area on San Pablo Dam Road and a smaller parking area on La Colina Road. The building is a two-story building that is currently being used as a cannabis retailer and delivery

business named The Artist Tree V.

The immediate area around the subject property consists of uses from single-family and multiple-family residences to commercial uses. Commercial uses include fast food restaurants, retail, and auto shops. San Pablo Creek lies north of the subject property.

V. PROJECT DESCRIPTION

The applicant is requesting approval of a land use permit to allow for the renewal of a licensed cannabis retail and delivery operations business "The Artist Tree V". Pursuant to 88-28.424 - Permit Renewal, the applicant is requesting for a five-year renewal of the previously approved land use permit CDLP20-02016. There is no modifications to the current building or business operations proposed under this application. The applicant will continue to operate the business as it is currently existing.

VI. AGENCY COMMENTS

A. Contra Costa Environmental Health (CCEH): On December 23, 2025, CCEH provided a letter stating that the business shall obtain a valid health permit from CCEH and to abide by all state and local laws as related to cannabis production and sales.

B. West County Wastewater (WCW): In an email dated December 24, 2025, WCW provided comments stating that the applicant should submit plans to WCW unless WCW previously approved the site.

C. East Bay Municipal Utility District (EBMUD): In an email dated December 17, 2025, EBMUD had no comments.

D. El Sobrante Municipal Advisory Council (ESMAC): The project was referred to the El Sobrante Municipal Advisory Council on December 16, 2025. The project was discussed on January 14, 2026 at the ESMAC meeting and the ESMAC had no objections to the permit renewal.

No comments were received from the following agencies: Building Inspection, Environmental Health, Contra Costa County Fire Protection District, Contra Costa County Mosquito & Vector Control District, El Sobrante Planning and Zoning, Health Services - Tobacco Prevention Program.

VII. STAFF ANALYSIS

A. General Plan Consistency: The project is located within the Mixed-use Low Density (MUL) Land Use Designation. The purpose of the MUL designation is to allow for a wide

range of neighborhood-serving retail where a modest level of mixed-use development is appropriate. Within the MUL Land Use Designation, the General Plan has a Density range of 30-75 du/net acre with a 2.0 FAR. Because the project is to allow for the renewal of a licensed commercial cannabis business with no modifications of expansion of the existing approved business, density and FAR do not apply here. The project will allow for the continued operation of a business that provides a community service for retail use. Therefore, the project is consistent with the MUL Land Use Designation.

The project is also subject to Chapter 3: Stronger Communities Element within the Contra Costa County 2045 General Plan which has the following policies for the El Sobrante area:

El Sobrante Policy 1: In mixed-use areas, support development and retention of commercial uses and local-serving businesses in mixed-use areas to meet the daily needs of the community while promoting new residential development.

Staff Response: The project will allow for the renewal of an existing community servicing retail use. The business will continue to provide medical and recreational cannabis related products to local residents on a walk-in basis, as well as via a vehicle delivery service. Therefore, the proposal is consistent with the intent of El Sobrante Policy 1.

El Sobrante Policy 2: Continue improving downtown El Sobrante to create a stronger sense of this area as a town center and destination for residents, using the Downtown El Sobrante Planned Unit Development (P-1) Zoning and Design Guidelines to guide land use and development decisions.

Staff Response: The project will allow for the renewal of an existing community servicing retail use that has been servicing the community since 2023. By allowing the renewal of an established business, the project will continue to enhance El Sobrante by bringing in neighboring residents into the El Sobrante area.

B. Consistency with Zoning: The subject property is located within a Planned Unit District (P-1) Downtown El Sobrante area. Pursuant to the Downtown El Sobrante Planned Unit Development Land Use Matrix, commercial cannabis is not listed as a permitted use in the adopted P-1. However, County File CDLP20-02016 included a modification to the P-1 final development plan to allow such uses. In approving CDLP20-02016, the Zoning Administrator determined that an amendment to the final development plan to include storefront cannabis retailer and deliveries as a use requiring approval of a land use permit. Therefore, the land use matrix for the Downtown El Sobrante P-1 Zoning District was approved to allow commercial cannabis uses.

As mentioned above, the existing business was previously approved under CDLP20-02016 and was subject to a compliance review CDCV21-00052 and an El Sobrante Administrative

Permit for signage review CDSE23-00007. The initial land use permit was reviewed for compliance under CDCV21-00052 which shows that the applicant paid the Community Benefit Payment's required under COA #26 and that the applicant complied with all conditions of approval under the initial land use permit. Artist Tree also applied for a signage review under CDSE23-00007 which was approved by the Zoning Administrator on June 7, 2023. Therefore, the current business is operating within compliance with all terms of the permit being renewed. The proposed project will not modify the existing business or building that the business is within. The project will continue to be conducted completely within the subject building and incorporate best management practices to limit odors, and any other nuisances such as loitering that may negatively affect surrounding properties. As the project does not propose to make any dimensional changes to the existing retail building, the building remains in conformance with the applicable P-1 development standards.

C. Chapter 88-28, Cannabis Regulation: The County's Cannabis Ordinance regulates commercial cannabis activities and how these businesses are conducted and renewed. As mentioned above, the Artist Tree was previously approved under CDLP20-02016. During the term of the permit, CDLP20-02016 was never revoked and operated within the approved permit. CDLP20-02016 has a five-year expiration date and allows for a renewal of one additional term under Chapter 88-28.424 - Permit renewal. As described below, the project meets the relevant cannabis ordinance regulations.

88-28.424(a)(1): The permittee is in compliance with all of the terms of the permit being renewed, and there are no grounds to suspend or revoke the permit under this chapter or under Article 26-2.20.

Staff Response: CDLP20-02016 was approved on November 16, 2020, and an initial compliance review was reviewed under CDCV21-00052 and approved on September 22, 2021. The business had an opening day of October 7, 2023 and as such, another compliance review was performed under CDSE23-00007. Evidence submitted in the file shows that the applicant complied with all conditions of approval and there are no active code enforcement violations on the parcel or closed violations against The Artist Tree. Furthermore, the applicant has complied with COA #26 which requires a community benefit payment to be submitted to the County every operating year. The applicant has submitted payments for the two operating years of 2023-2024 and 2024-2025. There is no evidence in the record that the permittee is not in compliance with all of the terms of the permit and there are no grounds to suspend or revoke the permit.

88-28.424(a)(2): The commercial cannabis activity authorized under the permit is authorized by this code as of the date the renewal request is made.

Staff Response: Commercial cannabis activity authorized under CDLP20-02016 is authorized at the project location because under County File CDLP20-02016 included a development

plan modification to modify the Final Development Plan established for the P-1 Downtown El Sobrante Zoning District (County File #CDDP12-03016) to allow a cannabis retailer and delivery business. Furthermore, Chapter 88-28.412(a)-location requirements, states that commercial cannabis retailers are permitted in the planned unit development (P-1) zoning district. Therefore, commercial cannabis activity is authorized by the code.

88-28.424(a)(3): The permittee maintains a current State license and current County health permit for each commercial cannabis activity authorized by the permit being renewed.

Staff Response: As part of this land use permit submittal, the applicant has submitted evidence that The Artist Tree has maintained a current State License and current County health permit. The State license (C10-0001377-LIC) has an expiration date of August 15, 2026 while the County Health permit (FA ID # FA0048014) has an expiration date of August 22, 2026. Therefore, the permittee maintains the current licenses required. (See Attachment C).

Furthermore, Chapter 88-28.424(d) - requires the following to be made in order for a permit renewal for commercial cannabis activities.

88-28.424(d)(1): The permit renewal request and all required submittals were timely received.

Staff Response: The permit renewal request is determined to be timely pursuant to Section 88-28.424(d)(1). The Land Use Permit CDLP20-02016 was originally approved with an expiration date of November 16, 2025. While the formal application was finalized on December 15, 2025, the applicant initiated the renewal process in June 2025, five months prior to the November 16, 2025, expiration date by requesting filing instructions. Following subsequent coordination between the applicant and the County in early December 2025, a formal application was submitted on December 12, 2025, and paid for on December 15, 2025. These actions represent that a renewal effort commenced within the valid permit term. Staff finds that the applicant's proactive initiation in June of 2025, followed by the prompt finalization of the submittal in December, satisfies the intent and requirements of the renewal timeframe.

88-28.424(d)(2): The permit is eligible for renewal under this Section 88-28.424.

Staff Response: See responses above under 88-28.424.

88-28.424(d)(3): The applicant has paid all applicable fees required by the County, and has made all deposits required by the County, including, but not limited to, a renewal application fee and a condition compliance fee deposit.

Staff Response: On December 15, 2025, the applicant paid the applicable Land Use Permit fees for CDLP25-02046.

D. Appropriateness of Use: The project will renew the permit term for an existing commercial cannabis facility. Commercial cannabis is a retail business by nature and therefore, complies the intent of the MUL General Plan Land Use Designation and the Downtown El Sobrante Planned Unit District. The project would not modify the existing business or building. Additionally, Code Section 88-28.410 (h) of the cannabis regulation requires compliance reviews at least once in each of the first, second, and fourth year during the initial five-year term of a permit (5-year term maximum allowed). If a permit is renewed for another five-year term, a compliance review must occur after the 2 ½ year point. If it is discovered that the business is in non-compliance with applicable conditions of approval, staff will have the ability to initiate code enforcement actions and/or revocation proceedings to effect compliance.

VIII. CONCLUSION

Staff finds that the proposed renewal of a licensed cannabis retail and delivery operations, as conditioned, would be compatible with the existing development in the surrounding vicinity, would be consistent with the Mixed-Use Low Density (MUL) and the Planned Unit District (P-1). The project does not propose any modifications or changes to the existing use and will continue to provide retail/commercial uses to the community. Staff recommends that the Zoning Administrator approve CDLP25-02046 based on the attached findings and subject to the attached Conditions of Approval.

ATTACHMENTS

Attachment A - Findings and Conditions

Attachment B - Maps

Attachment C - Licenses

Attachment D - Applicant Statement Regarding Renewal

Attachment E - Agency Comments

CONTRA COSTA COUNTY

1025 ESCOBAR STREET
MARTINEZ, CA 94553

Staff Report

File #: 26-346 **Agenda Date:** 2/2/2026 **Agenda #:** 3b.

Project Title:	Land Use Permit for The Artist Tree cannabis renewal
County File(s):	#CDLP25-02046
Applicant Owner:	The Artist Tree V LLC Pamela Bishop Trust
Zoning/General Plan:	Zoning: Planned Unit District (P-1) General Plan: Mixed-Use Low Density (MUL)
Site Address/Location:	4100 San Pablo Dam Road, El Sobrante, CA 94803 APN: 420-191-021
California Environmental Quality Act (CEQA) Status:	Categorical Exemption - Class 1: CEQA Guidelines Section 15301, Existing Facilities
Project Planner:	Everett Louie, Project Planner (925) 655-2873 Everett.Louie@dcd.cccounty.us
Staff Recommendation:	Approve (See Section II for Full Recommendation)

I. PROJECT SUMMARY

The applicant requests approval of a land use permit to allow for the renewal of licensed cannabis retailer and delivery business within an existing building that was previously approved under CDLP20-02016. No modifications to the building or business operations are proposed at this time.

II. RECOMMENDATION

The Department of Conservation and Development, Community Development Division (CDD) Staff recommends that the Zoning Administrator:

A. FIND that the project is categorically exempt from CEQA under Section 15301 of the CEQA Guidelines

B. APPROVE the Land Use Permit Application County File #CDLP25-02046, based on the attached Findings and subject to the attached Conditions of Approval; and

C. DIRECT Staff to file a Notice of Exemption with the County Clerk.

III. GENERAL INFORMATION

A. General Plan: Mixed-Use Low Density (MUL).

B. Zoning: Planned Unit District (P-1) Downtown El Sobrante Zoning District.

C. California Environmental Quality Act (CEQA): Categorical Exemption - CEQA Guidelines Section 15301, CEQA Guidelines Section 15301, permitting, licensing of private structures, involving negligible or no expansion of exiting or former use.

The proposed project is to allow for the renewal of an existing licensed cannabis dispensary. There will be no changes to the existing building or business operations. The project is requesting the renewal of a permit to license a previously approved business. Therefore, there is negligible and no expansion of the existing use.

D. Previous Applications:

1. CDSE23-00007: An El Sobrante Administrative Permit to allow for a commercial cannabis sign for The Artist Tree was approved by the Zoning Administrator on June 7, 2023.

2. CDCV21-00052: A compliance review for CDLP20-02016 was approved on September 22, 2021.

3. CDLP20-02016: A land use permit and development plan combination to allow for a cannabis retailer and delivery business within the P-1 Downtown El Sobrante Zoning District was approved by the Zoning Administrator on November 16, 2020.

4. MJ19-0032: A request for proposal for a cannabis retailer was submitted by the Artist Tree on June 26, 2019.

5. MJ19-0022: A request for proposal for a cannabis retailer was submitted by Element 7 Contra Costa LLC.

6. 478-58: A Variance permit to eliminate the setback to a building was approved by the Board of Adjustment on November 6, 1958.

IV. SITE/AREA DESCRIPTION

The subject property is a 0.21-acre parcel developed with a 4,637-square-foot building. The property fronts San Pablo Dam Road to the north and La Colina Road to the west. The parcel has a parking area on San Pablo Dam Road and a smaller parking area on La Colina Road. The building is a two-story building that is currently being used as a cannabis retailer and delivery

business named The Artist Tree V.

The immediate area around the subject property consists of uses from single-family and multiple-family residences to commercial uses. Commercial uses include fast food restaurants, retail, and auto shops. San Pablo Creek lies north of the subject property.

V. PROJECT DESCRIPTION

The applicant is requesting approval of a land use permit to allow for the renewal of a licensed cannabis retail and delivery operations business "The Artist Tree V". Pursuant to 88-28.424 - Permit Renewal, the applicant is requesting for a five-year renewal of the previously approved land use permit CDLP20-02016. There is no modifications to the current building or business operations proposed under this application. The applicant will continue to operate the business as it is currently existing.

VI. AGENCY COMMENTS

A. Contra Costa Environmental Health (CCEH): On December 23, 2025, CCEH provided a letter stating that the business shall obtain a valid health permit from CCEH and to abide by all state and local laws as related to cannabis production and sales.

B. West County Wastewater (WCW): In an email dated December 24, 2025, WCW provided comments stating that the applicant should submit plans to WCW unless WCW previously approved the site.

C. East Bay Municipal Utility District (EBMUD): In an email dated December 17, 2025, EBMUD had no comments.

D. El Sobrante Municipal Advisory Council (ESMAC): The project was referred to the El Sobrante Municipal Advisory Council on December 16, 2025. The project was discussed on January 14, 2026 at the ESMAC meeting and the ESMAC had no objections to the permit renewal.

No comments were received from the following agencies: Building Inspection, Environmental Health, Contra Costa County Fire Protection District, Contra Costa County Mosquito & Vector Control District, El Sobrante Planning and Zoning, Health Services - Tobacco Prevention Program.

VII. STAFF ANALYSIS

A. General Plan Consistency: The project is located within the Mixed-use Low Density (MUL) Land Use Designation. The purpose of the MUL designation is to allow for a wide

range of neighborhood-serving retail where a modest level of mixed-use development is appropriate. Within the MUL Land Use Designation, the General Plan has a Density range of 30-75 du/net acre with a 2.0 FAR. Because the project is to allow for the renewal of a licensed commercial cannabis business with no modifications of expansion of the existing approved business, density and FAR do not apply here. The project will allow for the continued operation of a business that provides a community service for retail use. Therefore, the project is consistent with the MUL Land Use Designation.

The project is also subject to Chapter 3: Stronger Communities Element within the Contra Costa County 2045 General Plan which has the following policies for the El Sobrante area:

El Sobrante Policy 1: In mixed-use areas, support development and retention of commercial uses and local-serving businesses in mixed-use areas to meet the daily needs of the community while promoting new residential development.

Staff Response: The project will allow for the renewal of an existing community servicing retail use. The business will continue to provide medical and recreational cannabis related products to local residents on a walk-in basis, as well as via a vehicle delivery service. Therefore, the proposal is consistent with the intent of El Sobrante Policy 1.

El Sobrante Policy 2: Continue improving downtown El Sobrante to create a stronger sense of this area as a town center and destination for residents, using the Downtown El Sobrante Planned Unit Development (P-1) Zoning and Design Guidelines to guide land use and development decisions.

Staff Response: The project will allow for the renewal of an existing community servicing retail use that has been servicing the community since 2023. By allowing the renewal of an established business, the project will continue to enhance El Sobrante by bringing in neighboring residents into the El Sobrante area.

B. Consistency with Zoning: The subject property is located within a Planned Unit District (P-1) Downtown El Sobrante area. Pursuant to the Downtown El Sobrante Planned Unit Development Land Use Matrix, commercial cannabis is not listed as a permitted use in the adopted P-1. However, County File CDLP20-02016 included a modification to the P-1 final development plan to allow such uses. In approving CDLP20-02016, the Zoning Administrator determined that an amendment to the final development plan to include storefront cannabis retailer and deliveries as a use requiring approval of a land use permit. Therefore, the land use matrix for the Downtown El Sobrante P-1 Zoning District was approved to allow commercial cannabis uses.

As mentioned above, the existing business was previously approved under CDLP20-02016 and was subject to a compliance review CDCV21-00052 and an El Sobrante Administrative

Permit for signage review CDSE23-00007. The initial land use permit was reviewed for compliance under CDCV21-00052 which shows that the applicant paid the Community Benefit Payment's required under COA #26 and that the applicant complied with all conditions of approval under the initial land use permit. Artist Tree also applied for a signage review under CDSE23-00007 which was approved by the Zoning Administrator on June 7, 2023. Therefore, the current business is operating within compliance with all terms of the permit being renewed. The proposed project will not modify the existing business or building that the business is within. The project will continue to be conducted completely within the subject building and incorporate best management practices to limit odors, and any other nuisances such as loitering that may negatively affect surrounding properties. As the project does not propose to make any dimensional changes to the existing retail building, the building remains in conformance with the applicable P-1 development standards.

C. Chapter 88-28, Cannabis Regulation: The County's Cannabis Ordinance regulates commercial cannabis activities and how these businesses are conducted and renewed. As mentioned above, the Artist Tree was previously approved under CDLP20-02016. During the term of the permit, CDLP20-02016 was never revoked and operated within the approved permit. CDLP20-02016 has a five-year expiration date and allows for a renewal of one additional term under Chapter 88-28.424 - Permit renewal. As described below, the project meets the relevant cannabis ordinance regulations.

88-28.424(a)(1): The permittee is in compliance with all of the terms of the permit being renewed, and there are no grounds to suspend or revoke the permit under this chapter or under Article 26-2.20.

Staff Response: CDLP20-02016 was approved on November 16, 2020, and an initial compliance review was reviewed under CDCV21-00052 and approved on September 22, 2021. The business had an opening day of October 7, 2023 and as such, another compliance review was performed under CDSE23-00007. Evidence submitted in the file shows that the applicant complied with all conditions of approval and there are no active code enforcement violations on the parcel or closed violations against The Artist Tree. Furthermore, the applicant has complied with COA #26 which requires a community benefit payment to be submitted to the County every operating year. The applicant has submitted payments for the two operating years of 2023-2024 and 2024-2025. There is no evidence in the record that the permittee is not in compliance with all of the terms of the permit and there are no grounds to suspend or revoke the permit.

88-28.424(a)(2): The commercial cannabis activity authorized under the permit is authorized by this code as of the date the renewal request is made.

Staff Response: Commercial cannabis activity authorized under CDLP20-02016 is authorized at the project location because under County File CDLP20-02016 included a development

plan modification to modify the Final Development Plan established for the P-1 Downtown El Sobrante Zoning District (County File #CDDP12-03016) to allow a cannabis retailer and delivery business. Furthermore, Chapter 88-28.412(a)-location requirements, states that commercial cannabis retailers are permitted in the planned unit development (P-1) zoning district. Therefore, commercial cannabis activity is authorized by the code.

88-28.424(a)(3): The permittee maintains a current State license and current County health permit for each commercial cannabis activity authorized by the permit being renewed.

Staff Response: As part of this land use permit submittal, the applicant has submitted evidence that The Artist Tree has maintained a current State License and current County health permit. The State license (C10-0001377-LIC) has an expiration date of August 15, 2026 while the County Health permit (FA ID # FA0048014) has an expiration date of August 22, 2026. Therefore, the permittee maintains the current licenses required. (See Attachment C).

Furthermore, Chapter 88-28.424(d) - requires the following to be made in order for a permit renewal for commercial cannabis activities.

88-28.424(d)(1): The permit renewal request and all required submittals were timely received.

Staff Response: The permit renewal request is determined to be timely pursuant to Section 88-28.424(d)(1). The Land Use Permit CDLP20-02016 was originally approved with an expiration date of November 16, 2025. While the formal application was finalized on December 15, 2025, the applicant initiated the renewal process in June 2025, five months prior to the November 16, 2025, expiration date by requesting filing instructions. Following subsequent coordination between the applicant and the County in early December 2025, a formal application was submitted on December 12, 2025, and paid for on December 15, 2025. These actions represent that a renewal effort commenced within the valid permit term. Staff finds that the applicant's proactive initiation in June of 2025, followed by the prompt finalization of the submittal in December, satisfies the intent and requirements of the renewal timeframe.

88-28.424(d)(2): The permit is eligible for renewal under this Section 88-28.424.

Staff Response: See responses above under 88-28.424.

88-28.424(d)(3): The applicant has paid all applicable fees required by the County, and has made all deposits required by the County, including, but not limited to, a renewal application fee and a condition compliance fee deposit.

Staff Response: On December 15, 2025, the applicant paid the applicable Land Use Permit fees for CDLP25-02046.

D. Appropriateness of Use: The project will renew the permit term for an existing commercial cannabis facility. Commercial cannabis is a retail business by nature and therefore, complies the intent of the MUL General Plan Land Use Designation and the Downtown El Sobrante Planned Unit District. The project would not modify the existing business or building. Additionally, Code Section 88-28.410 (h) of the cannabis regulation requires compliance reviews at least once in each of the first, second, and fourth year during the initial five-year term of a permit (5-year term maximum allowed). If a permit is renewed for another five-year term, a compliance review must occur after the 2 ½ year point. If it is discovered that the business is in non-compliance with applicable conditions of approval, staff will have the ability to initiate code enforcement actions and/or revocation proceedings to effect compliance.

VIII. CONCLUSION

Staff finds that the proposed renewal of a licensed cannabis retail and delivery operations, as conditioned, would be compatible with the existing development in the surrounding vicinity, would be consistent with the Mixed-Use Low Density (MUL) and the Planned Unit District (P-1). The project does not propose any modifications or changes to the existing use and will continue to provide retail/commercial uses to the community. Staff recommends that the Zoning Administrator approve CDLP25-02046 based on the attached findings and subject to the attached Conditions of Approval.

ATTACHMENTS

Attachment A - Findings and Conditions

Attachment B - Maps

Attachment C - Licenses

Attachment D - Applicant Statement Regarding Renewal

Attachment E - Agency Comments

FINDINGS AND CONDITIONS OF APPROVAL FOR COUNTY FILE CDLP25-02046, THE ARTIT TREE V LLC (APPLICANTS) & PAMELA BISHOP TRUST (OWNER)

FINDINGS

A. Land Use Permit Findings

1. *The project shall not be detrimental to the health, safety and general welfare of the county.*

   Project Finding: The project is to renew the land use permit for an existing commercial cannabis storefront retail and delivery business that was previously approved under CDLP20-02016. There is no changes or modifications to the existing building or business model. Cannabis operations are required to follow a myriad of local and state regulations aimed at preventing the use from being detrimental to the health of communities in which they operate. Under CDLP20-02016, the applicant submitted the following measures into their business operations to ensure public health is protected: 1) security plan, 2) youth access restrictions, 3) odor control measures, and 4) product testing. To ensure these measures are being implemented, periodic compliance reviews will be conducted by County staff to verify The Artist Tree's effectiveness at operating within the parameters of all applicable regulations. Therefore, it is expected that strict adherence to the conditions of approval contained within this permit, as well as, implementation of the above-mentioned health and safety measures will ensure the approved The Artist Tree cannabis business will maintain the health, safety, and general welfare of the County.

2. *The project shall not adversely affect the orderly development within the County or the community.*

   Project Finding: The storefront retail/delivery cannabis business is consistent and compatible with other surrounding retail/commercial land uses in the El Sobrante area. Each of the location requirements set by the County's cannabis regulations have been met by siting The Artist Tree business at this location. In the event, the operator/owner intends to expand or change the mode of operation, a new land use permit/development plan application may be required to ensure continued appropriateness of the project. The project will be required to comply with all relevant conditions of approval including conditions of approval that will carry over from CDLP20-02016 and incorporated into this current permit. Therefore, as

conditioned, the project will not adversely affect the orderly development of the County.

3. *The project shall not adversely affect the preservation of property values and the protection of the tax base within the county.*

   Project Finding: The project is to renew the land use permit for an existing commercial cannabis storefront retail and delivery business. No other modifications or changes to the business or the building are proposed. Since inception of the business, the applicant has demonstrated that The Artist Tree is a profitable business and will continue to generate substantial sales tax revenue for the County. Allowing an existing commercial cannabis retailer to continue to provide retail commercial cannabis use to Contra Costa County will utilize an existing commercial building and increase visitors to the El Sobrante area. Therefore, it is expected that The Artist Tree cannabis business will positively contribute to the County's property values and tax base.

4. *The project shall not adversely affect the policies and goals as set by the General Plan.*

   Project Finding: The subject property is located within a Mixed-Use Low Density (MUL) land use designation, which is intended to allow for a wide range of neighborhood-serving retail where a modest level of mixed-use development is appropriate. As such, the site has a long history of being occupied by retail businesses that have provided residents with goods and services. As mentioned above, the site was previously approved for a commercial cannabis business under CDLP20-02016 and has applied for a renewal to continue the business with no changes or modifications to the existing business operations or building. Because the project is not proposing any changes, the previously approved project which was consistent with the policies and goals of the General Plan will continue to remain consistent with the intent and purpose of the General Plan.

5. *The project shall not create a nuisance and/or enforcement problem within the neighborhood or community.*

   Project Finding: The project has been operating since at least 2023 with no known nuisance or enforcement problems. The cannabis business was reviewed for compliance under CDCV21-00052 and submitted a signage review under CDSE23-00007. Both application reviews determined that the commercial cannabis business

is compliant with the conditions of approval for CDLP20-02016. The project will continue to maintain the robust security plan that was reviewed under CDLP20-02016 that has accounted for surveillance, landscaping maintenance, lighting, inventory audits, transport procedures, money handling, opening/closing procedures, and training for employees. Therefore, it is not expected that the project will create a nuisance and/or enforcement problem within the neighborhood or community in which it is located.

6. *The project shall not encourage marginal development within the neighborhood.*

   Project Finding: The County Board of Supervisors adopted Zoning Ordinance Chapter 88-28 – Cannabis Regulation on June 26, 2018. Following that Board action, a request for proposals was issued by County staff. A multi-departmental team of County staff scored and ranked each proposal. As a result of that scoring, The Artist Tree proposal was allowed an opportunity to operate within the County based on their location, operating procedures, experience, security plan, sustainability goals and community economic initiatives. This project is a result of that Board action. Considering that this project has no known nuisance or code enforcement problems and the project is not changing the business operation or modifying the building, it is not expected that a renewal of an existing commercial cannabis business will not encourage marginal development within the neighborhood.

7. *That special conditions or unique characteristics of the subject property and its location or surroundings are established.*

   Project Finding: The subject property is a 0.21-acre parcel developed with an approximately 4,637-square-foot retail business building. All off-street parking, ingress/egress, landscaping, lighting, and frontage improvements have been well established. The project does not require expansion of the gross floor area or an increase in height of the existing building nor does the project change any existing operational plans. As mentioned above, the existing commercial cannabis business has been operating since 2023 and the project is only to renew the land use permit. Therefore, the implementation of the project will maintain the site-specific characteristics, as well as, maintain the unique characteristics of the El Sobrante area in general.

B. Cannabis Permit Renewal Findings 88-28.424

1. *The permit renewal request and all required submittals were timely received.*

   Project Finding: The permit renewal request is determined to be timely pursuant to Section 88-28.424(d)(1). The Land Use Permit CDLP20-02016 was originally approved with an expiration date of November 16, 2025. While the formal application was finalized on December 15, 2025, the applicant initiated the renewal process in June 2025, five months prior to the November 16, 2025, expiration date by requesting filing instructions. Following subsequent coordination between the applicant and the County in early December 2025, a formal application was submitted on December 12, 2025, and paid for on December 15, 2025. These actions represent that a renewal effort commenced within the valid permit term. Staff finds that the applicant's proactive initiation in June of 2025, followed by the prompt finalization of the submittal in December, satisfies the intent and requirements of the renewal timeframe.

2. *The permit is eligible for renewal under this Section 88-28.424.*

   Project Finding: The permit renewal request is determined to be timely pursuant to Section 88-28.424(d)(1). The Land Use Permit CDLP20-02016 was originally approved with an expiration date of November 16, 2025. While the formal application was finalized on December 15, 2025, the applicant initiated the renewal process in June 2025, five months prior to the November 16, 2025, expiration date by requesting filing instructions. Following subsequent coordination between the applicant and the County in early December 2025, a formal application was submitted on December 12, 2025, and paid for on December 15, 2025. These actions represent that a renewal effort commenced within the valid permit term. Staff finds that the applicant's proactive initiation in June of 2025, followed by the prompt finalization of the submittal in December, satisfies the intent and requirements of the renewal timeframe.

   88-28.424(a)(1): The permittee is in compliance with all of the terms of the permit being renewed, and there are no grounds to suspend or revoke the permit under this chapter or under Article 26-2.20.

   Staff Response: CDLP20-02016 was approved on November 16, 2020, and an initial compliance review was reviewed under CDCV21-00052 and approved on September 22, 2021. The business had an opening day of October 7, 2023 and as such, another compliance review was performed under CDSE23-00007. Evidence submitted in the file shows that the applicant complied with all conditions of

approval and there are no active code enforcement violations on the parcel or closed violations against The Artist Tree. Furthermore, the applicant has complied with COA #26 which requires a community benefit payment to be submitted to the County every operating year. The applicant has submitted payments for the two operating years of 2023-2024 and 2024-2025. There is no evidence in the record that the permittee is not in compliance with all of the terms of the permit and there are no grounds to suspend or revoke the permit.

88-28.424(a)(2): The commercial cannabis activity authorized under the permit is authorized by this code as of the date the renewal request is made.

Staff Response: Commercial cannabis activity authorized under CDLP20-02016 is authorized at the project location because under County File CDLP20-02016 included a development plan modification to modify the Final Development Plan established for the P-1 Downtown El Sobrante Zoning District (County File #CDDP12-03016) to allow a cannabis retailer and delivery business. Furthermore, Chapter 88-28.412(a)-location requirements, states that commercial cannabis retailers are permitted in the planned unit development (P-1) zoning district. Therefore, commercial cannabis activity is authorized by the code.

88-28.424(a)(3): The permittee maintains a current State license and current County health permit for each commercial cannabis activity authorized by the permit being renewed.

Staff Response: As part of this land use permit submittal, the applicant has submitted evidence that The Artist Tree has maintained a current State License and current County health permit. The State license (C10-0001377-LIC) has an expiration date of August 15, 2026 while the County Health permit (FA ID # FA0048014) has an expiration date of August 22, 2026. Therefore, the permittee maintains the current licenses required. (See Attachment C).

3. *The applicant has paid all applicable fees required by the County, and has made all deposits required by the County, including, but not limited to, a renewal application fee and a condition compliance fee deposit.*

Project Finding: On December 15, 2025, the applicant paid the applicable Land Use Permit fees for CDLP25-02046.

C. Environmental Findings

Categorical Exemption – CEQA Guidelines Section 15301, Existing Facilities exempts permitting, licensing or private structures involving negligible or no expansion of existing or former use. The project is to renew the Land Use Permit for an existing commercial cannabis facility. The project will not have any changes to the existing building or any change to the current business model. Therefore, there is negligible and no expansion of the existing use.

CONDITIONS OF APPROVAL FOR COUNTY FILE CDLP25-02046

Project Approvals

1. The Land Use Permit to allow for the renewal of a licensed cannabis retail and delivery operations "The Artist Tree" that was previously approved under CDLP20-02016, is APPROVED.

2. The project approval described above is granted based on, or as generally shown on the following documents.

    - Application accepted by the Department of Conservation and Development, Community Development Division (CDD) on December 15, 2025.

3. Any modification to the project approved under this permit that is not required by a Condition of Approval herein shall be subject to the review and approval of the CDD.

4. Unless expressly stated otherwise herein, the approved Conditions of Approval for Land Use Permit CDLP20-02016 shall remain in full force and effect.

Application Costs

5. The Land Use Permit application is subject to an initial application deposit of $5,500.00, which was paid with the application submittal, plus time, and material costs if the application review expenses exceed 100% of the initial deposit. Any additional fee due must be paid prior to an application for a grading or 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 2019/553, where a fee payment is over 60 days past due, the Department of Conservation and Development may seek a court judgement against the applicant and will charge interest at a rate of ten percent (10%)

from the date of judgement. The applicant may obtain current costs by contacting the project planner. If you owe additional fees, a bill will be sent to you shortly after permit issuance in the event that additional fees are due.

Permit Term:

6. This permit term shall be five years. The operator may apply for permit renewal of additional five-year terms, one additional term at a time, as set forth in Section 88-28.424.

7. Any deviation from or expansion beyond the limits of this permit approved under this application may necessitate the filing of a request for modification of the Land Use Permit and/or Development Plan.

Compliance Review:

8. The CDD may perform a compliance review at any time during the term of this permit to determine whether the permittee is complying with the permit terms and conditions, the requirements of Chapter 88-28, and all applicable laws and regulations. Because this is renewed under Chapter 88-28 for one or more additional five-year terms, CDD will perform a compliance review after the first two and one-half years of each renewal term. A permittee shall cooperate with the CDD to complete the compliance review and must pay all applicable compliance review fees.

Community/Economic Benefit:

9. The Community Benefits Agreement between Contra Costa County and The Artist Tree, approved under CLDP20-02016, shall be implemented for the full term of the current renewal permit CDLP25-02046.

ADVISORY NOTES

PLEASE NOTE ADVISORY NOTES ARE ATTACHED TO THE CONDITIONS OF APPROVAL BUT ARE NOT A PART OF THE CONDITIONS OF APPROVAL. ADVISORY NOTES ARE PROVIDED FOR THE PURPOSE OF INFORMING THE APPLICANT OF ADDITIONAL ORDINANCE AND OTHER LEGAL REQUIREMENTS THAT MUST BE MET IN ORDER TO PROCEED WITH DEVELOPMENT.

A. NOTICE OF 90-DAY OPPORTUNITY TO PROTEST FEES, DEDICATIONS, RESERVATIONS, OR OTHER EXACTIONS PERTAINING TO THE APPROVAL OF THIS PERMIT.

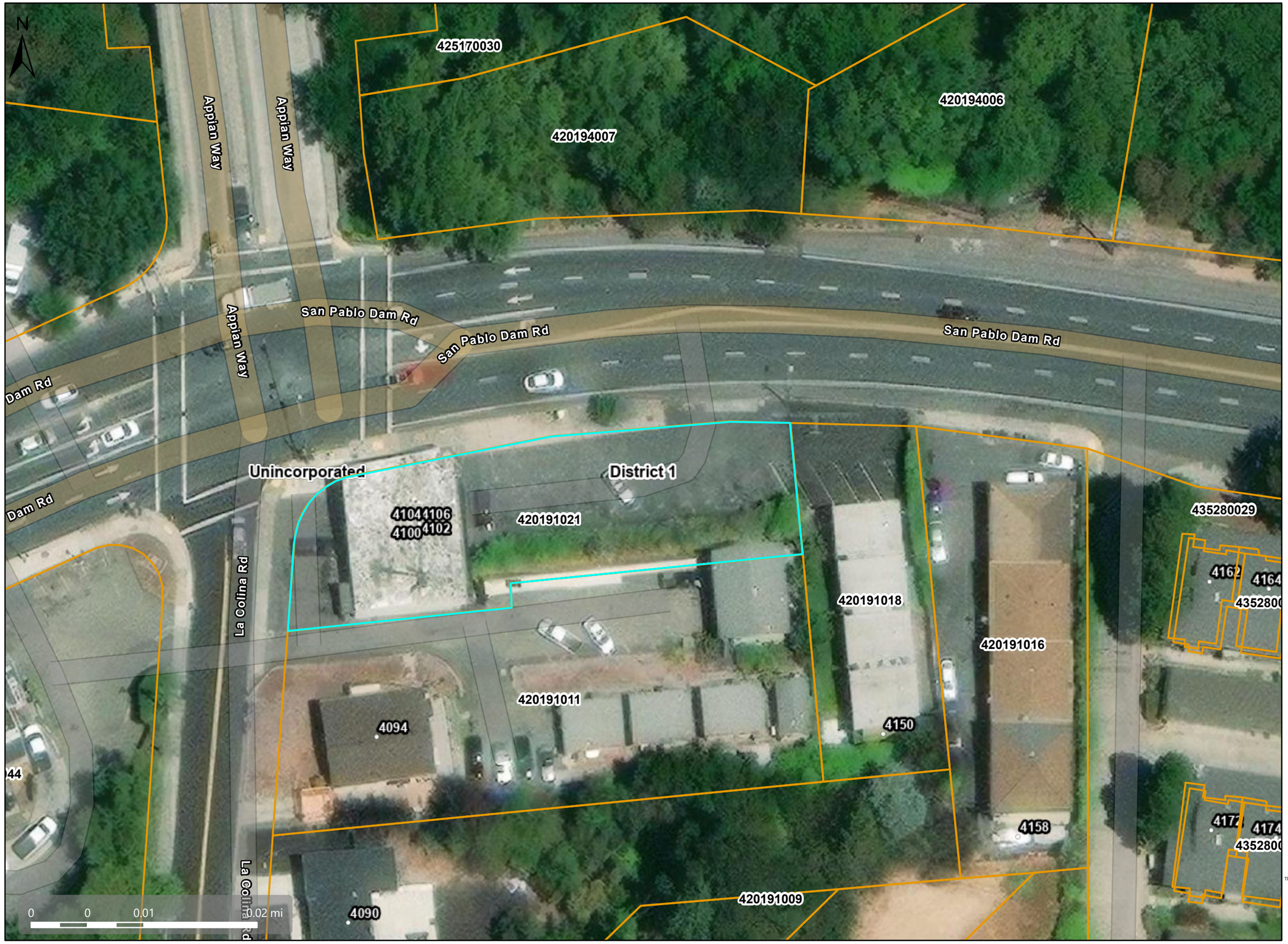
This notice is intended to advise the applicant that pursuant to Government Code Section 66000, et. seq, the applicant has the opportunity to protest fees, dedications, reservations, and/or exactions required as part of this project approval. The opportunity to protest is limited to a ninety-day (90) period after the project is approved.

The 90-day period in which you may protest the amount of any fee or imposition of any dedication, reservation, or other exaction required by this approved permit, begins on the date this permit was approved. To be valid, a protest must be in writing pursuant to Government Code Section 66020 and delivered to the CDD within 90 days of the approval date of this permit.

B. Prior to applying for a building permit, the applicant may wish to contact the following agencies to determine if additional requirements and/or additional permits are required as part of the proposed project:

- Department of Conservation and Development, Building Inspection Division
- Public Works Department
- Health Services Department, Environmental Health Division
- Contra Costa County Fire Protection District
- West County Wastewater District
- East Bay Municipal Utility District
- California Bureau of Cannabis Control

CCMAerial



Map Legend

- County Border
- Assessment Parcels
- Unincorporated
- Board of Supervisors' Districts
- Address Points

This map is a user generated, static output from an internet mapping application and is intended for reference use only.
Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION.
CCMap is maintained by Contra Costa County Department of Information Technology, County GIS.
Data layers contained within the CCMap application are provided by various Contra Costa County Departments.
Please direct all data inquires to the appropriate department.

Spatial Reference
PCS: WGS 1984 Web Mercator Auxiliary Sphere
Datum: WGS 1984

Credits: Contra Costa County Development of Conservation and Department, Microsoft, Vantor, Esri Community Maps Contributors, California State Parks, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS

General Plan - MUL

Map Legend

- County Border
- Assessment Parcels

General Plan

- RLM (Residential Low-Medium Density) (3-7 du/na)
- MUL (Mixed-Use Low) (10-30 du/na) (1.0 FAR)
- RC (Resource Conservation)
- Unincorporated
- Board of Supervisors' Districts
- Address Points

This map is a user generated, static output from an internet mapping application and is intended for reference use only.
Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION.
CCMap is maintained by Contra Costa County Department of Information Technology, County GIS.
Data layers contained within the CCMap application are provided by various Contra Costa County Departments.
Please direct all data inquires to the appropriate department.

Spatial Reference
PCS: WGS 1984 Web Mercator Auxiliary Sphere
Datum: WGS 1984

Credits: Contra Costa County Development of Conservation and Department, Microsoft, Vantor, Esri Community Maps Contributors, California State Parks, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS

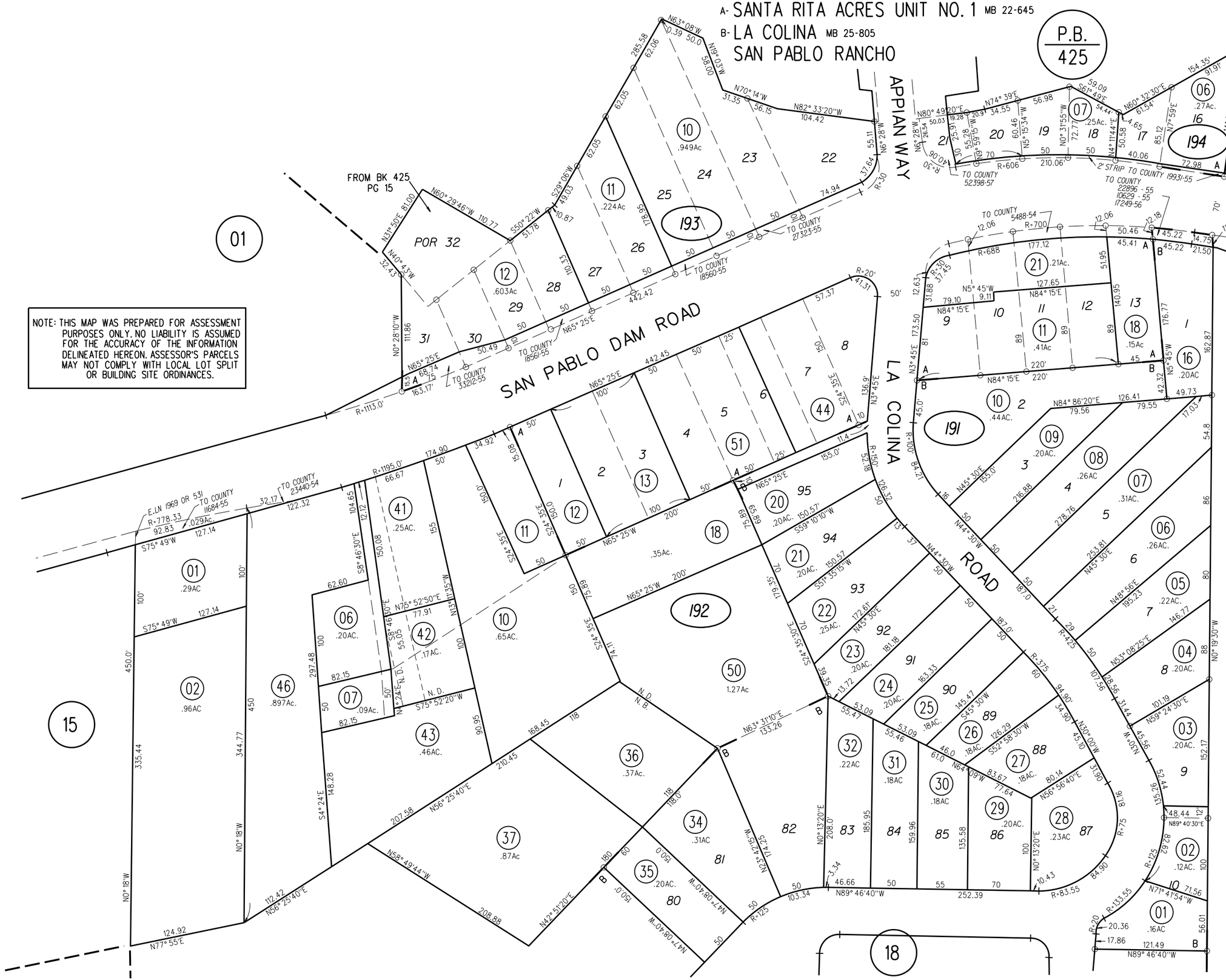
A- SANTA RITA ACRES UNIT NO. 1 MB 22-645
B- LA COLINA MB 25-805
SAN PABLO RANCHO

P.B. 425

P.B. 435

1" = 100'

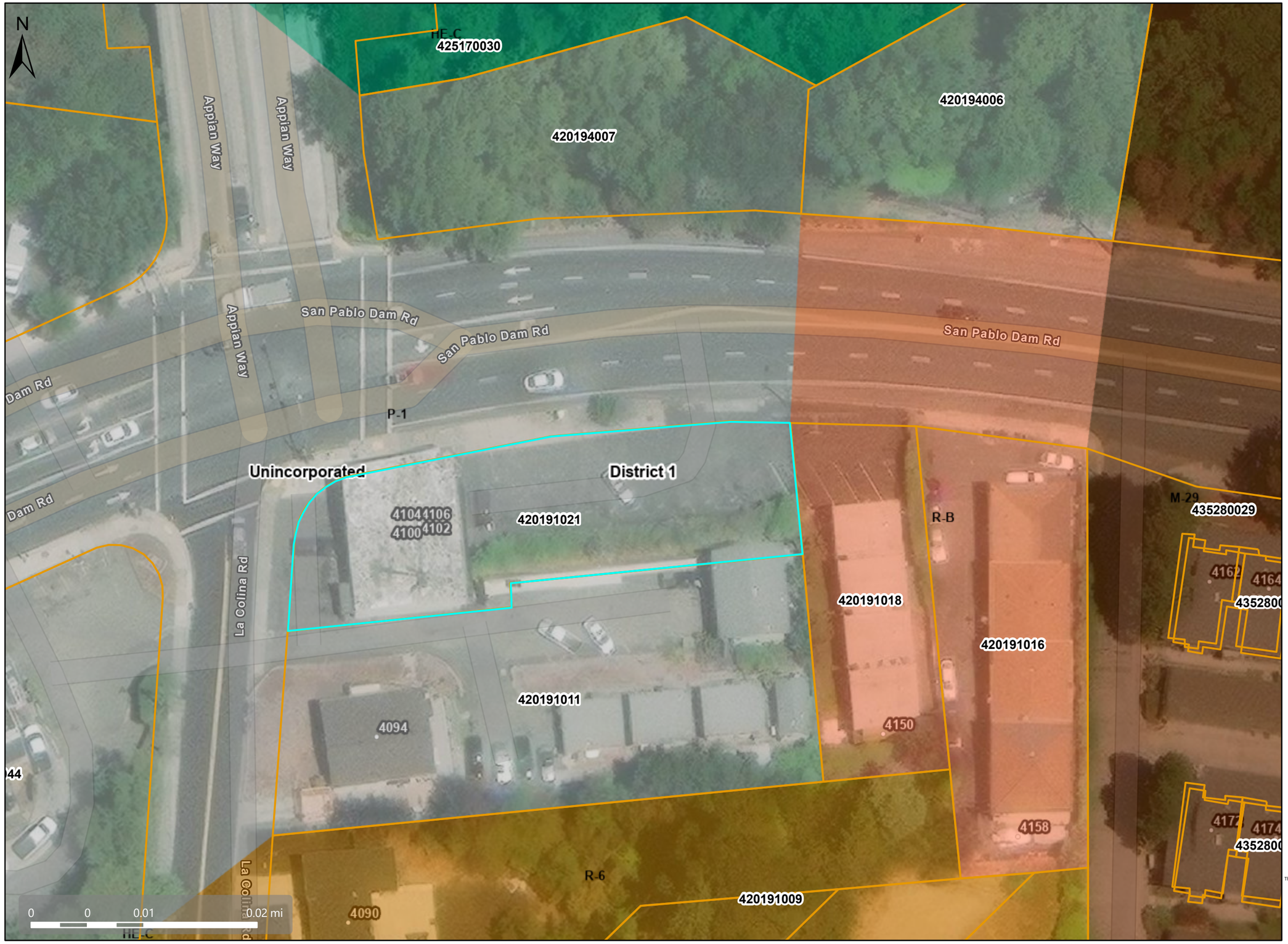
NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.



191	21 3/16/06
192	51 12/12/06
193	09-12 12/17/15
194	

FM 3/59
ASSESSOR'S MAP
BOOK 420 PAGE 19
CONTRA COSTA COUNTY, C

Zoning - P-1



Map Legend

- County Border
- Assessment Parcels

Zoning

ZONE_OVER

- R-6 (Single Family Residential)
- M-29 (Multiple Family Residential)
- R-B (Retail Business)
- P-1 (Planned Unit)
- HE-C (Housing Element Consistency)
- Unincorporated
- Board of Supervisors' Districts
- Address Points

This map is a user generated, static output from an internet mapping application and is intended for reference use only.
Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION.
CCMap is maintained by Contra Costa County Department of Information Technology, County GIS.
Data layers contained within the CCMap application are provided by various Contra Costa County Departments.
Please direct all data inquires to the appropriate department.

Spatial Reference
PCS: WGS 1984 Web Mercator Auxiliary Sphere
Datum: WGS 1984

Credits: Contra Costa County Development of Conservation and Department, Microsoft, Vantor, Esri Community Maps Contributors, California State Parks, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS

Department of Cannabis Control
CALIFORNIA

Department of Cannabis Control
licensing@cannabis.ca.gov, www.cannabis.ca.gov

Cannabis Retailer License
Adult-Use and Medicinal

Business Name:
THE ARTIST TREE V LLC

The Artist Tree

License Number: C10-0001377-LIC
License Type: Retailer
(Storefront)

Premises Address:

EL SOBRANTE, CA 94803-2906

Valid: 8/16/2023
Expires: 8/15/2026

Scan to verify this license.

The license authorizes THE ARTIST TREE V LLC to engage in commercial cannabis Retail (Storefront) at the premises address listed above until the expiration date of this license. This license issued is pursuant to Division 10 of the California Business and Professional Code and is not transferable to any other person or premises location. This license shall always be displayed in a prominent place at the licensed premises. This license shall be subject to suspension or revocation if the licensee is determined to be in violation of Division 10 of the Business and Professions Code or regulations adopted thereunder.

Non-Transferable **Post in Public View**

Scan to verify this license.

Valid:
8/16/2023

Expires:
8/15/2026

License No:
C10-0001377-LIC

Legal Business Name:
THE ARTIST TREE V LLC
The Artist Tree

Premises Address:

EL SOBRANTE, CA 94803-2906

1. Use your smartphone camera to scan the QR code for licensing information.
2. If your camera doesn't have scanning functionality, you can look up a location at **CApotcheck.com** using license number C10-0001377-LIC.

Department of Cannabis Control
CALIFORNIA

CONTRA COSTA HEALTH

CONTRA COSTA COUNTY
ENVIRONMENTAL HEALTH DIVISION

2120 DIAMOND BLVD. SUITE 100, CONCORD, CA 94520-5704
(925) 608-5500 FAX (925) 608-5502 www.cchealth.org/eh

PERMIT TO OPERATE

Permit Year 07/01/25 thru 06/30/26
Issuance Date : 08/22/2025

PERMIT IS VALID FROM THE ISSUANCE DATE OR FIRST DATE OF THE PERMIT YEAR, WHICHEVER IS LATER.
PERMIT IS NON-TRANSFERABLE AND MUST BE PROMINENTLY DISPLAYED IN THE PLACE OF BUSINESS.

This is to certify that the owner and establishment shown have been granted permission to operate subject to compliance with all applicable laws and regulations. This permit is valid for the period shown above unless revoked or suspended for violation of applicable laws and/or regulations.

REGULATED FACILITY:
FA ID # FA0048014 | AR0065997
THE ARTIST TREE
4100 SAN PABLO DAM RD
EL SOBRANTE, CA 94803

OWNER OF RECORD:
THE ARTIST TREE V LLC

General Health Program	Program Identifier
1 CANNABIS RETAIL STOREFRONT (TYPE 10) Program Record # PR0076148 Program Element # 0420	

NOTIFY CONTRA COSTA ENVIRONMENTAL HEALTH DIVISION IF THERE ARE ANY CHANGES TO OCCUR REGARDING CHANGE OF OWNERSHIP/MANAGEMENT BILLING ADDRESS OR NAME OF BUSINESS BY CALLING (925) 608-5500. FAILURE TO NOTIFY ENVIRONMENTAL HEALTH MAY RESULT IN LATE PENALTIES, PERMIT DENIAL OR REVOCATION AND BUSINESS CLOSURE. PERMITS ARE NOT TRANSFERABLE AND BECOME VOID ON CHANGE OF OWNERSHIP. NEW OWNER MUST APPLY AND PAY FOR A NEW PERMIT PRIOR TO BEGINNING OPERATION OR PENALTIES WILL BE ASSESSED AT THREE (3) TIMES THE PERMIT

THIS IS NOT AN INVOICE

THE ARTIST TREE V LLC
THE ARTIST TREE - KAHAN, AVI
4040 VINELAND AVE #204
STUDIO CITY, CA 91604

ATTACHMENT B

STATEMENT DESCRIBING DELAY IN APPLYING FOR LUP RENEWAL

TAT maintains an internal tracker that monitors permit renewals across each TAT location. The tracker indicated that TAT staff should begin the renewal process for TAT's Contra Costa LUP in June 2025. The tracker uses the term "CUP" as that is the more commonly used term across the cities and counties where TAT operates. Based on the tracker and because TAT had not received any information from the County on how to renew or the timeline for submitting a renewal application and could not locate information on how to renew a cannabis LUP online, Mitchell Kahan from TAT's executive team sent a letter to the city.

In the letter, Mitch requested instructions on how to renew the LUP. The letter was addressed to: CONTRA COSTA COUNTY, Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553. The letter contained TAT's current mailing address (4040 Vineland Ave. #204, Studio City, CA 91604) and company name. TAT did not receive a response to the letter.

On December 11, 2025 Avi Kahan received an email from Everett Louie advising him that TAT had not renewed its LUP by the November 16, 2025 expiration date. On that date, Mitchell Kahan called Everett to clarify the renewal procedure and provided details on the letter he sent to the County in June. During the call, Mitch emailed an image of TAT's renewal tracker via email, as shown on the following page.

After the phone conversation and emails from Everett detailing the renewal procedure, TAT submitted its renewal application online on December 12, 2025. TAT submitted payment for the renewal application as soon as the invoice was issued on December 15, 2025.

TAT Renewal Tracker

Mitch Kahan <mitch@theartisttree.com>
to Everett

TAT OXN LLC

1) City – Jan, April, July, October
2) State - Monthly
3) Excise – Monthly starting in 2025
4) DA Agreement – Community Benefits (1%) Jan/Feb in 2024
5) Business License – Pay by end of September (should send in mail).

The Artist Tree V LLC

1) County – Jan, April, July, October
2) State - Monthly
3) Excise - Jan, April, July, October (Monthly Starting in Feb)
4) DA Agreement – Oct 4 of Every Year
5) **Business License** - https://brenewal.cctax.us/ - June
6) **CUP - June 2025**
7) Environmental Health – June

TAT LW LLC

1) City – Monthly
2) State – Monthly
3) Excise Tax – Jan, April, July, October
4) Business License – Dec calendar renewal. Ask Chris Macon.

TAT Hawthorne LLC

1) City – Monthly
2) State – Monthly
3) Excise Tax – Jan, April, July, October

TAT Fresno LLC

1) City - Monthly
2) State - Monthly

--

Mitch Kahan

December 24, 2025

Everett Louie
Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553

Subject: **CDLP25-02046**
4100 San Pablo Dam Road, El Sobrante, CA 94803
APN: 420-191-021

Dear Everett,

West County Wastewater (WCW) appreciates this opportunity to comment on CDLP25-02046 located at 4100 San Pablo Dam Road, El Sobrante, California. The applicant is requesting approval of a Land Use Permit to allow for the renewal of a licensed cannabis dispensary (Artist Tree) previously approved under CDLP20-02016.

In order to obtain wastewater service, the Applicant must comply with all applicable WCW rules and regulations; including, but not limited to the following:

Once we've received items #1 and #2 from the customer, we will be able to make the determination regarding whether wastewater service can be provided and will provide item #3 to the customer:

1. Provide a plot plan, to scale, showing the following information:

    a. Site Address
    b. Assessor's Parcel Number(s) (APNs)
    c. Easement(s), if applicable
    d. Location(s) of the structure(s) in relation to the parcel(s)
    e. Location(s) of the parcel(s) in relation to the street(s)
    f. Location(s) of the sewer lateral(s) and connection(s) to the sewer main(s) if sewer lateral construction is necessary or proposed (construction of a new sewer lateral, modification of an existing sewer lateral, etc.)

g. Location(s) of the room(s)/area(s)/drainage fixture units in relation to the structure(s) if modification is necessary or proposed
h. North arrow for each plan view
i. Sidewalk(s)
j. Street name(s)
k. Street address(es)
l. Full name(s), company name(s) (if applicable), phone number(s) and email address(es) of the property owner as well as all consultants and contractors associated with the work
m. Current use vs. proposed use in narrative/written form in the scope of work section
n. Current water meter size vs. proposed water meter size in narrative/written form in the scope of work section

2. Submit the plot plan directly to: permits@wcwd.org for WCW review and approval.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

3. Separate fee estimates will be prepared upon the submission of plans meeting the criteria in item #1 (above) and in the manner described in item #2 (above).

   Note: If WCW has already stamped/approved plans that match the proposed scope of work, no additional plans will be required to be submitted to WCW for approval.

   If you have any questions, please contact me at (510) 222-6700, Option 3.

Sincerely,

Armondo Hodge

Armondo Hodge
Phone: (510) 222-6700, Option 3
Email: permits@wcwd.org

Attachment(s):

1. WCW Schedule of Fees
2. GIS Map

WEST COUNTY WASTEWATER DISTRICT
Schedule of User Fees
Effective July 1, 2025

Sewer Service Charge Rates

USER TYPE

A.) SINGLE FAMILY RESIDENTIAL			
1 Flat Rate		$	815.00
B.) MULTI- FAMILY RESIDENTIAL			
1 Flat Rate		$	711.00
C.) MOBILE HOME RESIDENTIAL			
1 Flat rate		$	711.00
D.) COMMERCIAL DOMESTIC STRENGTH			
1 Flat rate		N/A	
2 Min Charge		$	815.00
3 Flow Charge		$	8.73
4 BOD Charge		N/A	
5 SS Charge		N/A	
E.) COMMERCIAL HIGH STRENGTH			
1 Flat rate		N/A	
2 Min Charge		$	815.00
3 Flow Charge		$	14.70
4 BOD Charge		N/A	
5 SS Charge		N/A	
F.) INDUSTRIAL			
1 Flat rate		N/A	
2 Min Charge		$	815.00
3 Flow Charge		$	5.61
4 BOD Charge		$	0.58
5 SS Charge		$	0.68

ANNEXATION FEES

Annexation Fees (1-10 Parcels)		$	5,801.00
Annexation Fees Greater than 10		$	11,601.00

PLAN APPROVAL AND SEWER PERMITS- BUILDING CONSTRUCTION

USER TYPE

A.) SINGLE FAMILY RESIDENTIAL			
1 Plan Approval	(Per Building)	$	387.00
2 Permit		$	387.00
3 Additional Inspection		$	193.00
B.) MULTI FAMILY, TRAILER COURTS, GUEST DWELLINGS, CONDOMINIUMS			
1 Plan Approval	(Per Building)	$	1,547.00
2 Permit		$	773.00
3 Additional Inspection		$	193.00
C.) SCHOOL BUILDINGS OR CHURCHES			
1 Plan Approval	(Per Building)	$	1,547.00
2 Permit		$	1,934.00
3 Additional Inspection		$	193.00
D.) COMMERCIAL INSTALLATIONS			
1 Plan Approval	(Per Building)	$	1,547.00
2 Permit		$	773.00
3 Additional Inspection		$	193.00
E.) INDUSTRIAL INSTALLATIONS			
1 Contributing Domestic Flow Only - Plan Approval		$	1,547.00
2 Contributing Domestic Flow Only - Permit		$	387.00
3 Contributing Industrial Waste - Plan Approval		$	2,320.00
4 Contributing Industrial Waste - Permit		$	387.00
5 Additional Inspection		$	193.00

WEST COUNTY WASTEWATER DISTRICT
Schedule of User Fees
Effective July 1, 2025

F.) MISCELLANEOUS INSTALLATIONS		
1 Plan Approval	$	387.00
2 Permit	$	387.00
3 Additional Inspection	$	193.00
G.) CLEANOUT, CHECK VALVE, OR BACKWATER OVERFLOW DEVICE INSTALLATION		
1 Permit	$	387.00
2 Additional Inspection	$	193.00
H.) MINOR REPAIRS, ALTERATIONS AND DEMOLITION		
1 Plan Approval	$	387.00
2 Permit	$	387.00
3 Additional Inspection	$	193.00
TENTATIVE MAP REVIEW **(Based on the number of parcels in the Subdivision)**		
1 20 lots and Under	$	1,934.00
2 21 + lots	$	3,094.00
SEWER MAIN CONSTRUCTION PERMIT FEES		
1 Permit - District Maintained (per 1,500 l.f. or fraction thereof)	$	7,734.00
2 Permit - Privately Maintained (per 1,000 l.f. or fraction thereof)	$	5,801.00
3 Per Manhole (applies to all SME projects):Manhole Cover	Actual Costs	
4 Per Manhole (applies to all SME projects): Installation and Inspection	$	387.00
5 Per Manhole (applies to all SME projects): Pump Inspection for Installation or Modification	$	773.00
6 Per Manhole (applies to all SME projects): Additional Inspection	$	193.00
OTHER FEES		
1 Sphere of Influence Adjustment	$	1,934.00
2 Video Inspection Review	$	290.00
CAPACITY CHARGES		
A.) Single Family Residential		
1 Water meter size: 5/8”	$	2,381.00
2 Water meter size: 3/4”	$	3,572.00
3 Water meter size: 1”	$	5,953.00
4 Water meter size: 1.5”	$	11,905.00
5 Water meter size: 2”	$	19,048.00
6 Meters above 2” are individually assessed		
B.) Multi Family per unit	$	2,381.00
C.) Commercial Domestic Strength		
1 Water meter size: 5/8”	$	2,344.00
2 Water meter size: 3/4”	$	3,517.00
3 Water meter size: 1”	$	5,861.00
4 Water meter size: 1.5”	$	11,722.00
5 Water meter size: 2”	$	18,755.00
6 Meters above 2” are individually assessed		
D.) Commercial High Strength		
1 Water meter size: 5/8”	$	5,506.00
2 Water meter size: 3/4”	$	8,259.00
3 Water meter size: 1”	$	13,756.00
4 Water meter size: 1.5”	$	27,531.00
5 Water meter size: 2”	$	44,049.00
6 Meters above 2” are individually assessed		
ENVIRONMENTAL COMPLIANCE INSPECTIONS		
Business Type		
1 Class 1: Food Service Establishment With Grease Control Device	$	309.00
2 Class 2: Food Service Establishment Without Grease Control Device	$	464.00
3 Dental Facility Inspection (Per Inspection)	$	309.00
Dental Facility Compliance Report (Per Report)	$	155.00
4 Vehicle Service Facility Sampling: Labor Costs	$	550.00
5 Vehicle Service Facility Sampling: Laboratory Costs (Per Sample Event) Per Sample Event	Actual Costs	
6 Permit Application Review and Initial Inspection: New Facility	$	5,567.00
7 Permit Application Review and Initial Inspection: Existing Facility	$	3,712.00

WEST COUNTY WASTEWATER DISTRICT
Schedule of User Fees
Effective July 1, 2025

8	Permit Application Review and Issuance: Class 1: Categorical Industrial Users	$	2,784.00
9	Permit Application Review and Issuance: Class 2: Significant Industrial Users	$	2,784.00
10	Permit Application Review and Issuance: Class 3: Non-Significant Industrial Users (including zero discharge CIU's)	$	1,237.00
11	Permit Application Review and Issuance: Class 4: Other Industrial Users	$	1,546.00
12	Permit Application Review and Issuance: Class 5: Trucked Waste Haulers	$	619.00
13	Permit Amendment	$	619.00
14	Permit Application Review and Renewal: Class 1: Categorical Industrial Users	$	773.00
15	Permit Application Review and Renewal: Class 2: Significant Industrial Users	$	464.00
16	Permit Application Review and Renewal: Class 3: Non-Significant Industrial Users (including zero discharge CIU's)	$	309.00
17	Permit Application Review and Renewal: Class 4: Other Industrial Users	$	309.00
18	Permit Application Review and Renewal: Class 5: Trucked Waste Haulers	$	464.00
19	Routine Inspection: Class 1: Categorical Industrial Users	$	1,856.00
20	Routine Inspection: Class 2: Significant Industrial Users	$	1,546.00
21	Routine Inspection: Class 3: Other Industrial Users	$	1,237.00
22	Routine Inspection: Routine Follow-Up Inspection	$	619.00
23	Enforcement Follow-Up Inspection: Class 1: Categorical Industrial Users	$	928.00
24	Enforcement Follow-Up Inspection: Class 2: Significant Industrial Users	$	928.00
25	Enforcement Follow-Up Inspection: Class 3: Other Industrial Users	$	619.00
26	Enforcement Follow-Up Sample: Composite Sample: Labor Costs	$	1,856.00
27	Enforcement Follow-Up Sample: Composite Sample: Laboratory Costs (Per Sample Event) (Per Sample Event)		Actual Costs
28	Enforcement Follow-Up Sample: Grab Sample: Labor Costs	$	928.00
29	Enforcement Follow-Up Sample: Grab Sample: Laboratory Costs (Per Sample Event) (Per Sample Event)		Actual Costs
30	Violation Notice: Verbal (Per Enforcement Action)	$	155.00
31	Violation Notice: Formal (Per Enforcement Action)	$	309.00
32	Sampling: Class 1: Categorical Industrial Users: Labor Costs	$	3,712.00
33	Sampling: Class 1: Categorical Industrial Users: Laboratory Costs (Per Sample Event)		Actual Costs
34	Sampling: Class 2: Significant Industrial Users: Labor Costs	$	2,784.00
35	Sampling: Class 2: Significant Industrial Users: Laboratory Costs (Per Sample Event)		Actual Costs
36	Sampling: Class 3: Other Industrial Users: Labor Costs	$	2,784.00
37	Sampling: Class 3: Other Industrial Users: Laboratory Costs (Per Sample Event)		Actual Costs
38	Compliance Meeting	$	1,237.00
39	Show Cause Hearing		Actual Costs

TEMPORARY DISCHARGE PERMIT & OTHER FEES

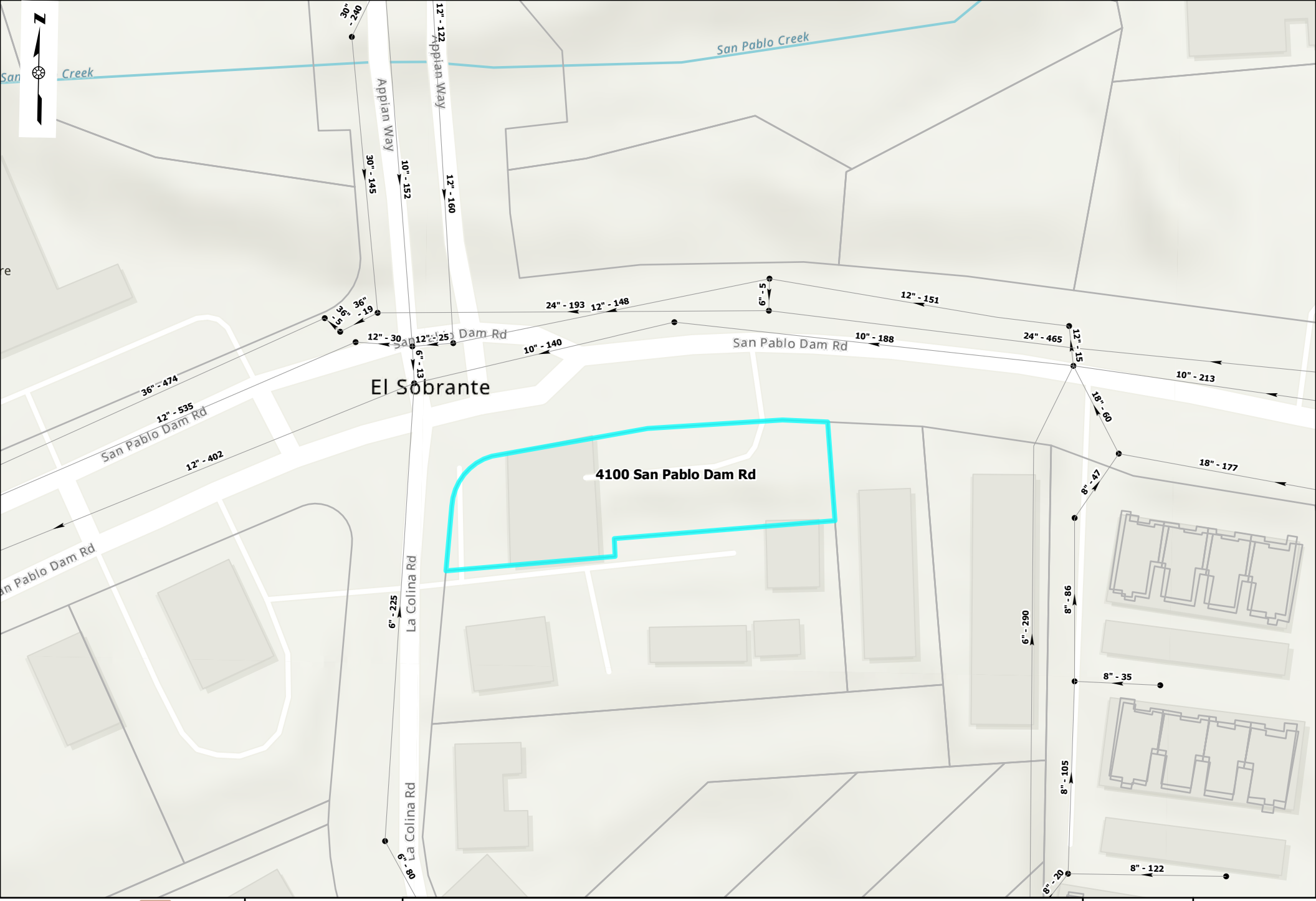
Temporary Discharge Permit	$	773.00
Dishonored Check Fee (First)	$	25.00
Dishonored Check Fee (Each Additional)	$	35.00
Agreement (Per agreement)	$	5,801.00
Collection Fee	$	1,160.00
Variances (Per Application)	$	9,668.00
Credit Card Processing Fee		Actual Costs (~3.5%)
Sewer GIS Map Request	$	2,900.00
For Services Otherwise Not Listed: Environmental Programs Staff	$	309.00
For Services Otherwise Not Listed: Planning and Support Services Staff	$	387.00

Note:

AUTHORITY: FEES AND CHARGES ORDINANCE OF WEST COUNTY WASTEWATER DISTRICT 4.10, 4.20, 4.25 of WCW ordinance

See Title 4 Fees & Charges: https://www.codepublishing.com/CA/WCWD/#!/westcowastewater04/westcowastewater0410.html#4.10

The District shall refund sewer services fees or capacity charges only as provided in the District's Fees and Charges Ordinance.



Sewer Gravity Main
Sewer Force Main
Sewer Main Reference
Sewer Manhole Reference
Cleanout
Lamp Hole
Manholes
Easement
Parcels
WCW Boundary

Prepared By: Mohammad Ghoury

Date Exported: 12/24/2025

Scale

Feet

0 25 50

4100 San Pablo Dam Rd / El Sobrante / 94803 / APN: 420-191-021

This West County Wastewater ("WCW") Geographic Information System ("GIS") data was created for WCW use only and was not created for nor intended to be used by third parties. WCW is furnishing the attached GIS data, including any shapefiles, pursuant to the California Public Records Act, and expressly disclaims the accuracy of the data or its fitness for any particular purpose.

WEST COUNTY WASTEWATER

CONTRA COSTA
HEALTH
2120 Diamond Blvd. Suite 100 | Concord, CA 94520
Phone: 925-608-5500 | Fax: 925-608-5502
cchealth.org

12/23/2025

CCC DCD
Attn: EVERETT LOUIE
30 MUIR RD
MARTINEZ, CA94553

RE: CDLP25-02046
4100 SAN PABLO DAM RD
APN: 420 191 021
Service Request #: SR0025512

Dear EVERETT LOUIE :

Contra Costa Environmental Health (CCEH) has received a request for agency comment regarding the above referenced project. See below for our comments grouped by environmental health program:

- The proposed tenancy of a cannabis facility falls under CCEH's jurisdiction if it is located in unincorporated areas of Contra Costa County. Within the boundaries of incorporated cities, the city's local ordinances would apply. If located in unincorporated Contra Costa County, the applicant should contact CCEH for requirements regarding obtaining a valid health permit.

- Proposed cannabis facilities should abide by all state and local laws and regulations as related to cannabis production and sales.

- Proposed cannabis facilities must not sell or offer for sale vaping products and devices. The Contra Costa County Board of Supervisors approved an ordinance banning the sale of all vaping products and devices in the unincorporated areas of the County on November 12, 2019.

These comments do not limit an applicant's obligation to comply with all applicable laws and regulations. If the proposed project is subject to regulation by CCEH, the project tenant must apply for all applicable health permits. Should you have any questions, please do not hesitate to contact Environmental Health at (925) 608-5500 or CoCoEH@cchealth.org.

Sincerely,

Kristian Lucas, REHS
Director of Environmental Health

Everett Louie

From: Planning.review <planning.review@ebmud.com>
Sent: Wednesday, December 17, 2025 8:35 AM
To: Everett Louie
Cc: Planning.review; Cherie Adriano
Subject: CDLP25-02046 - 4100 SAN PABLO DAM RD, EL SOBRANTE

This Message Is From an External Sender

This email originated from outside of Contra Costa County. Please do not click links or open attachments unless you are expecting this email.

Report Suspicious

Dear Everett,

EBMUD has no comment on the subject agency request.

Best Regards,
Amy

Amy Wen | Sr Administrative Clerk
Water Distribution Planning Division
EBMUD | 100 FLOWING INTO THE FUTURE

Everett Louie

From: Thomas Lang <tlangesmac.cc@gmail.com>
Sent: Wednesday, January 14, 2026 9:29 PM
To: Everett Louie
Subject: CDLP25-02046

This Message Is From an External Sender
This email originated from outside of Contra Costa County. Please do not click links or open attachments unless you are expecting this email.

Report Suspicious

Dear Mr Louie,

The El Sobrante Municipal Advisory Council discussed the above-referenced matter at its January 14, 2026 meeting. The ESMAC had no objections to the land-use permit renewal for the Artist Tree.

Best regards,
--
Thomas Lang
Chair, El Sobrante Municipal Advisory Council
Co-Chair, El Sobrante Stroll Committee, El Sobrante Chamber of Commerce
Member at Large, Contra Costa Advisory Council on Aging
email: tlangesmac.cc@gmail.com
mobile: 510-364-5131

CONTRA COSTA COUNTY

1025 ESCOBAR STREET
MARTINEZ, CA 94553

Staff Report

File #: 26-347 **Agenda Date:** 2/2/2026 **Agenda #:** 4a.

Project Title:	Variance and Small Lot Design Review for a Shed
County File(s):	#CDVR25-01053
Applicant Owner:	Robert Weedon Robert Weedon
Zoning/General Plan:	Zoning: Single-Family Residential District (R-20) General Plan: Residential Low Density (RL)
Site Address/Location:	2189 Hadden Road, Walnut Creek, CA 94596 APN: 183-182-025
California Environmental Quality Act (CEQA) Status:	Categorical Exemption - Class 3: CEQA Guidelines Section 15303(e), New Construction of Small Accessory Structures
Project Planner:	Everett Louie, Project Planner (925) 655-2873 Everett.Louie@dcd.cccounty.us
Staff Recommendation:	Approve (See Section II for Full Recommendation)

I. PROJECT SUMMARY

The applicant requests approval of a Variance application to allow for a 15' front setback from Hadden Road (where 25' is the minimum required) and a 14' secondary frontage setback from Blackwood Drive (where 20' is the minimum required) for the construction of a 192-square-foot shed. The project also includes a small lot design review for the shed on a lot of substandard area.

II. RECOMMENDATION

The Department of Conservation and Development, Community Development Division (CDD) Staff recommends that the Zoning Administrator:

A. FIND that the project is categorically exempt from CEQA under Section 15303(e) accessory (appurtenant) structures of the CEQA Guidelines.

B. APPROVE the Variance and Small Lot Design Review Application County File #CDVR25-01053, based on the attached Findings and subject to the attached Conditions of Approval; and

C. DIRECT Staff to file a Notice of Exemption with the County Clerk.

III. BACK GROUND

The application was submitted as a Variance and Small lot Design Review application on October 22, 2025. A notice of intent to render an administrative decision was mailed out on December 17, 2025 with a deadline of 5:00 PM, Monday, December 29, 2025, to submit public comments. One written request for a public hearing was received on Monday, December 29, 2025 at 4:36 PM.

IV. GENERAL INFORMATION

A. General Plan: Residential Low Density (RL).

B. Zoning: Single-Family Residential District (R-20)

C. California Environmental Quality Act (CEQA): Categorical Exemption - CEQA Guidelines Section 15303(e) which consists of construction of small structures such as accessory (appurtenant) structures.

The proposed project is a small 192-square-foot accessory structure shed. Therefore, the project qualifies for an exemption under CEQA Guidelines Section 15303 which exempts accessory structures.

V. SITE/AREA DESCRIPTION

The subject property is approximately 14,400-square-foot parcel developed with an existing single-family residence and various associated accessory structures including a pool, shed and carport and contains numerous mature trees placed around the property. The subject property is accessed by Hadden Road and is directly north of the Hadden Road, Ward Drive and Blackwood Drive intersection. The site slopes from the south to the north, starting at approximately 230 feet above mean sea level to 2250 feet above mean sea level. Parcels in the immediate area are all single-family residential and are similarly zoned.

VI. PROJECT DESCRIPTION

The applicant requests approval of a Variance with a Small Lot Design Review for the construction of a 192-square-foot shed to allow a 15’ front setback from Hadden Road (where 25’ is the minimum required) and a 14’ secondary frontage setback from Blackwood Drive (where 20’ is the minimum required).

VII. AGENCY COMMENTS

A. East Bay Municipal Utility District (EBMUD): In an email submitted on October 27, 2025, the utility district stated that they have no comments.

B. Central Contra Costa Sanitary District: On November 25, 2025, the Sanitary District provided a letter commenting on the location of the shed in relation to an existing 5-foot-wide sanitary sewer easement. The applicant submitted the proposed plans to the Sanitary District and received their stamp of approval on the plans for the location of the proposed shed.

C. Contra Costa County Fire Protection District: On November 24, 2025 the Fire Protection District provided a letter requesting that the applicant submit plans for review and approval to the Fire Protection District.

VIII. PUBLIC COMMENTS

A Notice of Intent to Render an Administrative Decision was sent on December 17, 2025, to properties within 300' of the subject property. The notice had a deadline to submit public comments or request a public hearing by 5:00 PM, Monday December 29, 2025. During the Notice of Intent to Render an Administrative Decision, Staff received one email requesting a public hearing from Meredith Alexander of 2148 Hadden Road, Walnut Creek, CA 94596. The public hearing request did not include any comments or concerns.

IX. STAFF ANALYSIS

A. General Plan Consistency: The project is located within the Residential Low Density (RL) Land Use Designation. The purpose of the RL designation is to allow for single-family residential development which includes single-family homes and residential development associated with it. The project is the construction of a 192-square-foot shed which is an accessory use that is typically associated with single-family homes. Therefore, the shed is consistent with the General Plan designation.

B. Consistency with Zoning: The subject property is located within the R-20 Single-Family Residential District (R-20) which allows for a single-family dwelling unit and the accessory structures and uses normally auxiliary to it. The project proposes a 192-square-foot detached shed. Therefore, the use is permitted under the R-20 Zoning District. The project is also subject to the development standards of the R-20 Zoning District in the below table.

Development Standards	
Requirement	*Proposed Project*
Front Yard - 25'	15' from Hadden Road*
Secondary Front Yard - 20'	14' from Blackwood Drive*

Side Yard - 3' (60' from front)	15' (>110 feet from Hadden Road)
Rear Yard - 3'	Parcel has no rear yard
Height of accessory building - 15' max	12'
Size of accessory building - 500 square feet	192 square feet

The project requests a Variance to locate the shed at a 15' front setback from Hadden Road (where 25' is the minimum required) and a 14' secondary frontage setback from Blackwood Drive (where 20' is the minimum required). A Variance to allow relief from the front and secondary frontage setback requirements is necessary to allow for development of the parcel because the parcel is severely constrained due to its substandard parcel size, topography and multiple frontages. For a more detailed analysis of Staff's findings to support the Variance, please see the findings and conditions of approval attached to this Staff Report.

C. Consistency with 82-10.002, Small Lot Occupancy: The subject parcel is zoned R-20 which requires a 20,000-square-foot parcel area. The parcel is 14,400 square feet which does not meet the minimum parcel area. Therefore, prior to issuance of a building permit, a small lot design review planning application must be submitted for review by the Zoning Administrator to determine the compatibility with and impact on the surrounding neighborhood, in terms of its location, size, height and design.

a. Location: The proposed 192-square-foot accessory structure is appropriately sited given the unique physical constraints of the subject property and the established character of the surrounding neighborhood. While the shed is located within the front and secondary frontage setbacks of this corner lot at Hadden Road and Blackwood Drive, this placement is necessitated by significant topographic and environmental constraints. Specifically, the site's steep upward slope from south to north limits the buildable area to the southernmost portion of the property. Site photos provided in Attachment D show that the site is subject to a slope.

Furthermore, the placement is consistent with the existing development pattern of the immediate vicinity. Similar encroachments into the front setback are present at 2180 Blackwood Drive and 2196 Hadden Road. Therefore, the location is dictated by the unique geometry and topography of the lot and remains compatible with the neighborhood's established land use character.

b. Size: County Code 82-4.212-Building, Accessory (1) limits accessory buildings to five hundred square feet on lots less than twenty thousand square feet. The shed will be 192 square feet in size which does not exceed the maximum square footage allowance. Therefore, the size of the shed is compatible with the surrounding neighborhood.

c. Height: County Code 82-4.212-Building, Accessory (2) limits accessory buildings to

fifteen feet in height. The shed will have a maximum height of 12 feet which does not exceed the maximum height allowance. Therefore, the height of the shed is compatible with the surrounding neighborhood.

d. Design: The surrounding neighborhood is characterized by single-family homes with detached accessory buildings including carports and sheds. The shed will have a sloped roof which matches other accessory buildings in the neighborhood and will incorporate windows and will have horizontal siding made out of wood. The exterior façade of the shed will match the existing house and many homes along Hadden Road who also have horizontal siding. The architectural style will be consistent with the character of the neighborhood and will not introduce a discordant element. Therefore, the project is compatible with the design of other houses in the neighborhood.

D. Appropriateness of Use: The project is to construct a detached shed. A shed is an accessory use typically found on single-family residences. The shed meets the height and size requirements of accessory buildings and is not inconsistent with other accessory uses within this area. The shed does not change the established residential use of the property. Therefore, the shed is appropriate use.

X. CONCLUSION

Staff finds that the proposed development is consistent with the RL General Plan Land Use designation and substantially complies with the intent and purpose of the R-20 Zoning District, the Variance Findings and the Small Lot Design Review criteria. Therefore, as proposed, the shed is an appropriate use for the subject site and its characteristics. Staff recommends that the Zoning Administrator approve County File CDVR25-01053 based on the attached findings and conditions of approval.

ATTACHMENTS

Attachment A - Findings and Conditions of Approval
Attachment B - Maps
Attachment C - Agency Comments
Attachment D - Site photos
Attachment E - Project Plans

FINDINGS AND CONDITIONS OF APPROVAL FOR COUNTY FILE CDVR25-01053; ROBERT WEEDON (APPLICANT & OWNER)

FINDINGS

I. Variance Findings

1. *Required Finding: That any variance authorized shall not constitute a grant of special privilege inconsistent with the limitations of other properties in the vicinity and the respective land use district in which the subject property is located.*

Project Finding: The subject parcel located in the R-20 Single Family Residential District wherein a front yard setback of 25' is required and a minimum secondary front yard setback of 20' is required. The parcel is a 14,400-square-foot corner lot facing Hadden Road (primary frontage) to the north and east and Blackwood Drive (secondary frontage) to the south. The project is to allow the construction of a new approximately 192-square-foot shed which will be placed at the most southeastern corner of the lot, facing the primary and secondary frontage. Development on the parcel is constrained by the substandard size and is further constrained by its corner lot configuration and variation of topography (the property rises approximately 230 feet above mean sea level at the south corner of the parcel to 250 feet above mean sea level at the north of the parcel) and location of existing trees which are placed around the lot. These physical constraints limit the viable building area on the property. The variance for a 15' front yard setback rather than the required 25' front yard setback and a variance for a 14' secondary front yard setback rather than the required 20' front yard setback requirement in the R-20 District, allows for the reasonable placement of the shed in an area that is flat and does not require removal of any trees. Moreover, the variance allows for the placement of a building within the front setback which other properties within the immediate vicinity have historically been allowed due to topography constraints. Approval of this variance is not a grant of special privilege, rather, variances for reduced front setbacks are common occurrences within this area of the County. This variance is consistent with the intent of the zoning code to allow flexibility in unique situations, ensuring that all property owners have the opportunity to develop their land in a reasonable manner and does not constitute a grant of special privilege.

2. *Required Finding: That because of special circumstances applicable to the subject property because of its size, shape, topography, location, or surroundings, the strict application of the respective zoning regulations is found to deprive the subject property of rights enjoyed by other properties in the vicinity and within the identical land use district.*

Project Finding: The subject parcel has special circumstances, including its substandard size, corner lot configuration, existing trees and elevation increases. These circumstances

combine to create a severely constrained building area which limits where the shed can be placed. The shed needs to be placed on an area that is relatively flat and will not require the removal of any trees. Photographic evidence provided to Staff by the applicant (see Attachment D) and County GIS maps shows that the property slopes steeply starting at the southern most property line around 230 feet above mean sea level and slopes upward to approximately 250 feet above mean sea level at the northern most property line. The area where the shed is proposed is flat whereas the rest of the property slopes upwards which creates a topography constraint. Lots in the R-20 zoning district are typically 20,000 square feet in size. The subject property is 14,400 square feet which is 28% less than the 20,000 square feet required in the R-20 zoning district. Moreover, the parcel is constrained on the north, south and eastern side by frontages which makes this parcel a corner lot. Therefore, the strict application of the front and secondary front yard setback regulation deprives the subject parcel of the right to pursue any reasonable type of development near the front of the parcel, a right enjoyed by other properties in the R-20 zoning district that are not burdened by such unique physical constraints.

3. ***Required Finding:*** ***That any variance authorized substantially meets the intent and purpose of the respective land use district in which the subject property is located.***

   Project Finding: The variance as authorized substantially meets the intent and purpose of the R-20 Single-Family Residential District. The purpose of any front yard setback or secondary front yard setback is to provide for a consistent streetscape, ensure adequate light and air, and maintain separation between structures and public rights-of-way. The reduction in the front and secondary front setback will not compromise these objectives and will allow the property owner to develop their property with an accessory structure (shed) which is a permitted use within the R-20 Single-Family Residential District. Therefore, the variance substantially meets the intent of the zoning ordinance.

II. Small Lot Design Review Findings

County Code Section 82-10.002(c) states that all of the following findings must be made to approve the Small Lot Design Review permit application.

1. Location: The proposed 192-square-foot accessory structure is appropriately sited given the unique physical constraints of the subject property and the established character of the surrounding neighborhood. While the shed is located within the front and secondary frontage setbacks of this corner lot at Hadden Road and Blackwood Drive, this placement is necessitated by significant topographic and environmental constraints. Specifically, the site's steep upward slope from south to north limits the buildable area to the southernmost portion of the property.

Furthermore, the placement is consistent with the existing development pattern of the immediate vicinity. Similar encroachments into the front setback are present at 2180 Blackwood Drive and 2196 Hadden Road. Therefore, the location is dictated by the unique geometry and topography of the lot and remains compatible with the neighborhood's established land use character.

2. Size: County Code 82-4.212-Building, Accessory (1) limits accessory buildings to five hundred square feet on lots less than twenty thousand square feet. The shed will be 192 square feet in size which does not exceed the maximum square footage allowance. Therefore, the size of the shed is compatible with the surrounding neighborhood.

3. Height: County Code 82-4.212-Building, Accessory (2) limits accessory buildings to fifteen feet in height. The shed will have a maximum height of 12 feet which does not exceed the maximum height allowance. Therefore, the height of the shed is compatible with the surrounding neighborhood.

4. Design: The surrounding neighborhood is characterized by single-family homes with detached accessory buildings including carports and sheds. The exterior façade of the proposed 192-square-foot structure is compatible with the rural-residential character of unincorporated Walnut Creek because the shed will utilize vertical siding and a non-symmetrical mono-slope roof which aligns with the modern and "craftsman" architectural styles prevalent in this area of unincorporated Walnut Creek. Many homes along Hadden Road also utilize vertical siding for the exterior façade and as such, the project will match the exterior façade. The project also incorporates substantial window features and a residential style door detailing which will maintain the visual quality of a predominantly residential neighborhood.

CONDITIONS OF APPROVAL FOR COUNTY FILE #CDVR25-01053:

Project Approvals

1. A Variance Permit to allow a 15' front yard setback to Hadden Road (where 25' is the required minimum) and a 14' secondary front yard setback to Blackwood Drive (where 20' is the required minimum) and a small lot design review for the construction of a 192-square-foot shed is APPROVED, as generally shown and based on the following documents:

    - Application materials submitted to the Department of Conservation and Development, Community Development Division (CDD) on October 22, 2025.
    - Revised project plans received on December 16, 2025.

General Provisions

2. Any deviation from the approved plans shall require review and approval by the CDD and may require the filing of a new Variance Permit and/or Small Lot Design Review application.

Payment of Fees

3. The application was subject to an initial application deposit of $3,250.00 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 2019/553, 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 in the event that additional fees are due.

Building Permits

4. No construction is approved with this permit. Any construction at the project site will require issuance of building permits from the Department of Conservation and Development, Building Inspection Division, prior to commencement of work.

Construction Period Restrictions and Requirements

All construction activity shall comply with the following restrictions, which shall be included in the construction drawings.

5. The applicant shall make a good faith effort to minimize project-related disruptions to adjacent properties, and to uses on the site. This shall be communicated to all project-related contractors.

6. The applicant shall require their contractors and subcontractors to fit all internal combustion engines with mufflers which are in good condition and shall locate stationary noise-generating equipment such as air compressors as far away from existing residences as possible.

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

8. A publicly visible sign shall be posted on the property with the telephone number and

person to contact regarding construction-related complaints. This person shall respond and take corrective action within 24 hours. The CDD phone number shall also be visible to ensure compliance with applicable regulations.

9. Unless specifically approved otherwise via prior authorization from the Zoning Administrator, all construction activities shall be limited to the hours of 7:30 A.M. to 5:00 P.M., Monday through Friday, and are prohibited on State and Federal holidays on the calendar dates that these holidays are observed by the State or Federal government as listed below:

   New Year's Day (State and Federal)

   Birthday of Martin Luther King, Jr. (State and Federal)

   Washington's Birthday (Federal)

   Lincoln's Birthday (State)

   President's Day (State)

   Cesar Chavez Day (State)

   Memorial Day (State and Federal)

   Juneteenth National Independence Holiday (Federal)

   Independence Day (State and Federal)

   Labor Day (State and Federal)

   Columbus Day (Federal)

   Veterans Day (State and Federal)

   Thanksgiving Day (State and Federal)

   Day after Thanksgiving (State)

   Christmas Day (State and Federal)

   For specific details on the actual date the State and Federal holidays occur, please visit the following websites:

   Federal Holidays: Federal Holidays (opm.gov)

   California Holidays: State Holidays (ca.gov)

10. Large trucks and heavy equipment are subject to the same restrictions that are imposed on construction activities, except that the hours are limited to 9:00 AM to 4:00 PM.

ADVISORY NOTES

PLEASE NOTE ADVISORY NOTES ARE ATTACHED TO THE CONDITIONS OF APPROVAL BUT ARE NOT A PART OF THE CONDITIONS OF APPROVAL. ADVISORY NOTES ARE PROVIDED FOR THE PURPOSE OF INFORMING THE APPLICANT OF ADDITIONAL ORDINANCE AND OTHER LEGAL REQUIREMENTS THAT MUST BE MET IN ORDER TO PROCEED WITH DEVELOPMENT.

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. Prior to applying for a building permit, the applicant is strongly encouraged to contact the following agencies to determine if additional requirements and/or additional permits are required as part of the proposed project:

- Department of Conservation and Development, Building Inspection Division
- Contra Costa County Public Works Department
- Contra Costa Health, Environmental Health Division
- Contra Costa County Fire Protection District
- 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.

HADDEN ACRES

CONTRA COSTA COUNTY, CALIFORNIA

SCALE 1"=60' AUGUST 1951

NORMAN T. RIFFE - CIVIL ENGINEER
A PARTNERSHIP
MARTINEZ, CALIFORNIA

The undersigned being the parties having a record title interest in the lands delineated and embraced within the red lines upon this map do hereby consent to the making and recordation of the same; and we do hereby dedicate to public use those portions of said lands designated on said map as Hadden Road and Norris Road.

A.H. Hadden
A.H. HADDEN

Jessie M Hadden
JESSIE M. HADDEN

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA } SS.

On this 8th day of September in the year 1951, before me F.W. Ernest a Notary Public, in and for said County and State, personally appeared A.H. HADDEN and JESSIE M. HADDEN, known to me to be the persons whose names are subscribed to the foregoing statement, and acknowledged to me that they executed the same.

(Seal) F.W. Ernest
NOTARY PUBLIC in and for the County of Contra Costa, State of California

My Commission expires 2-7-53

"HADDEN ACRES" is a portion of that certain parcel of land described in the deed from G.L. Putnam, et ux, to Ottimino Cristiani, et al, dated April 21, 1925 and recorded February 11, 1929 in Volume 173 of Official Records, at page 347, and in the deed from Edgar De Wolfe, et ux, to Louis Vannucchi, dated December 4, 1925, and recorded December 10, 1925 in Volume 13 of Official Records, at page 399, containing acres more or less, and being a portion of the Rancho Arroyo de Las Nueces y Bolbones.

No part of this subdivision lies within the incorporated area of any city or town.

I certify that the subdivision shown on this map is made from our own survey of the ground during the month of July 1951, and on the order of A.H. Hadden, the owner; that the monuments are of the nature and in the location shown on the map and are sufficient to enable the survey to be retraced.

All bearings on this map are based on the Lambert Coordinate System for Zone 3, State of California.

NORMAN T. RIFFE-CIVIL ENGINEER
a partnership

By Norman T. Riffe R.E. 5929

I, Joseph W. Barkley, County Surveyor of Contra Costa County, State of California, hereby certify that I have examined the map entitled "Hadden Acres" and that said subdivision is substantially as it appeared on the tentative map and that all provisions of State laws and local ordinances governing the filing of subdivision maps have been complied with and I am satisfied that the same is technically correct.

Joseph W. Barkley
COUNTY SURVEYOR OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA } SS

I, W.T. Paasch, County Clerk and Ex-officio Clerk of the Board of Supervisors of the County of Contra Costa, State of California do hereby Certify that the above and foregoing map entitled "HADDEN ACRES" was presented to said Board of Supervisors, as required by law, at a regular meeting thereof held on the 11th day of September, 1951; and that said Board of Supervisors did thereupon by Resolution duly passed and adopted at said meeting, approve said map and did not accept on behalf of the public those portions of said lands dedicated by the owners to the use of the public, to wit: Hadden Road and Norris Road.

I further certify that all bonds as required by law to accompany the within map have been approved by the Board of Supervisors of Contra Costa County, and filed in my office.

IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of Sept, 1951

W. T. Paasch
County Clerk and Ex-officio Clerk of the Board of Supervisors of the County of Contra Costa, State of California
By R.M. Billeci, Deputy Clerk

I hereby certify that the Planning Commission of Contra Costa County, State of California has approved the tentative map of this subdivision upon which this final map is based.

Thomas L. Heaton
Technician
Planning Commission of Contra Costa County, State of California

The map entitled "HADDEN ACRES" is hereby accepted for recordation, showing a clear title as per letter of title made by Contra Costa County Title Company dated the 13th day of Sept. 1951; and after examining the same, I deem that said map complies in all respects with the provisions of State laws and local ordinances governing the filing of subdivision maps.

Ralph Cunningham
County Recorder in and for the County of Contra Costa, State of California

By H.H. Hayden
Deputy County Recorder

Recorded at the request of Contra Costa County Title Co. at 50 minutes past 9 A.M. on the 13th day of Sept. 1951, in the office of the County Recorder of the County of Contra Costa, State of California.

Ralph Cunningham
COUNTY RECORDER in and for the County of Contra Costa, State of California

By H.H. Hayden
Deputy County Recorder

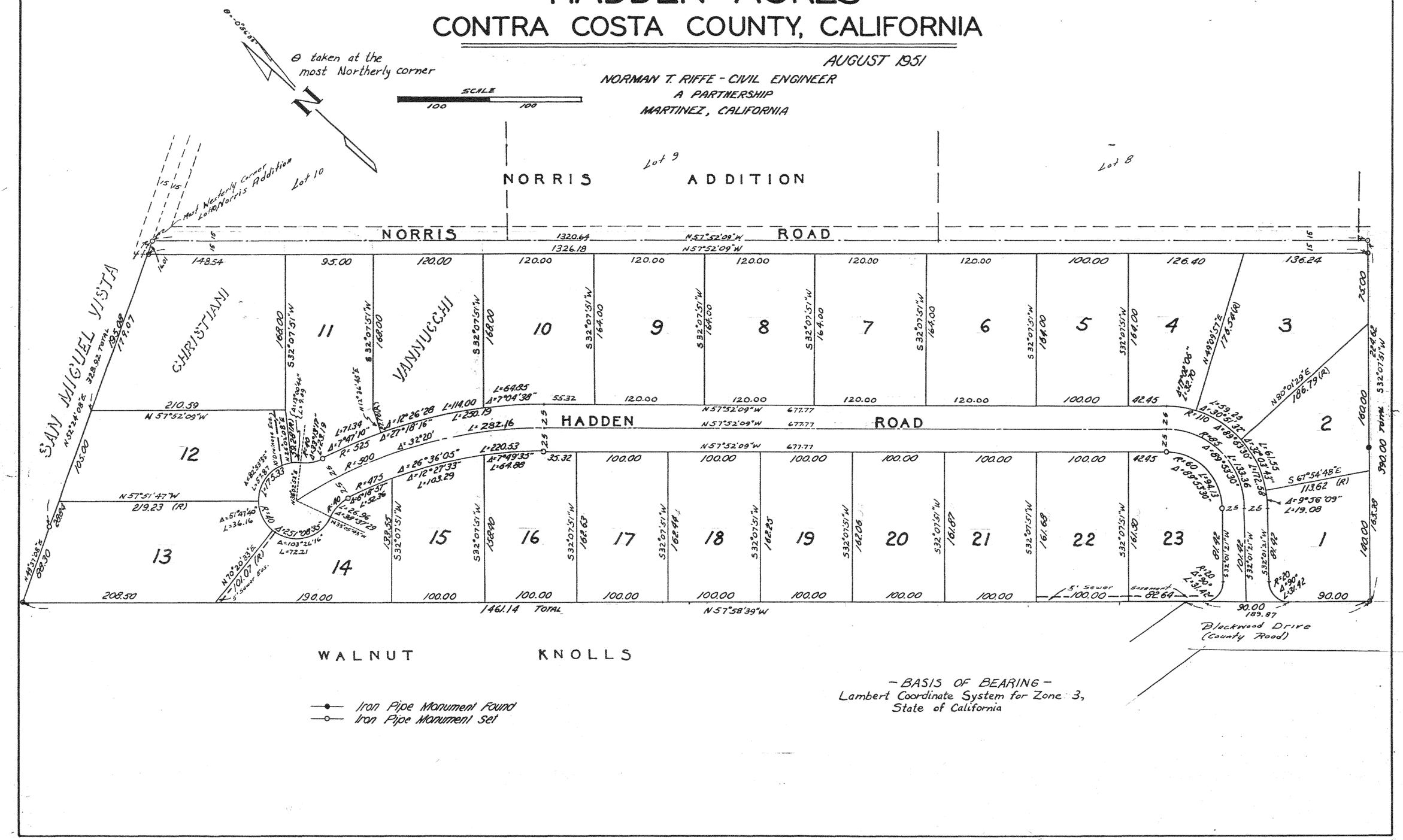
C.C.C.T.C. 9-7-51
Vol. 44 Maps, Page 41
9-13-51 9:50 AM

HADDEN ACRES

CONTRA COSTA COUNTY, CALIFORNIA

AUGUST 1951

NORMAN T. RIFFE - CIVIL ENGINEER
A PARTNERSHIP
MARTINEZ, CALIFORNIA



Vol 44 Maps, page 42
9-13-51 9:00 am

Aerial

Map Legend

- County Border
- Assessment Parcels

Planning Layers (DCD)

- Unincorporated
- Board of Supervisors' Districts

Base Data

- Address Points

This map is a user generated, static output from an internet mapping application and is intended for reference use only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION.
CCMap is maintained by Contra Costa County Department of Information Technology, County GIS. Data layers contained within the CCMap application are provided by various Contra Costa County Departments. Please direct all data inquires to the appropriate department.

Spatial Reference
PCS: WGS 1984 Web Mercator Auxiliar
Datum: WGS 1984

Credits: Contra Costa County Development of Conservation and Department, Maxar, Microsoft, Esri Community Maps Contributors, California State Parks, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Censu

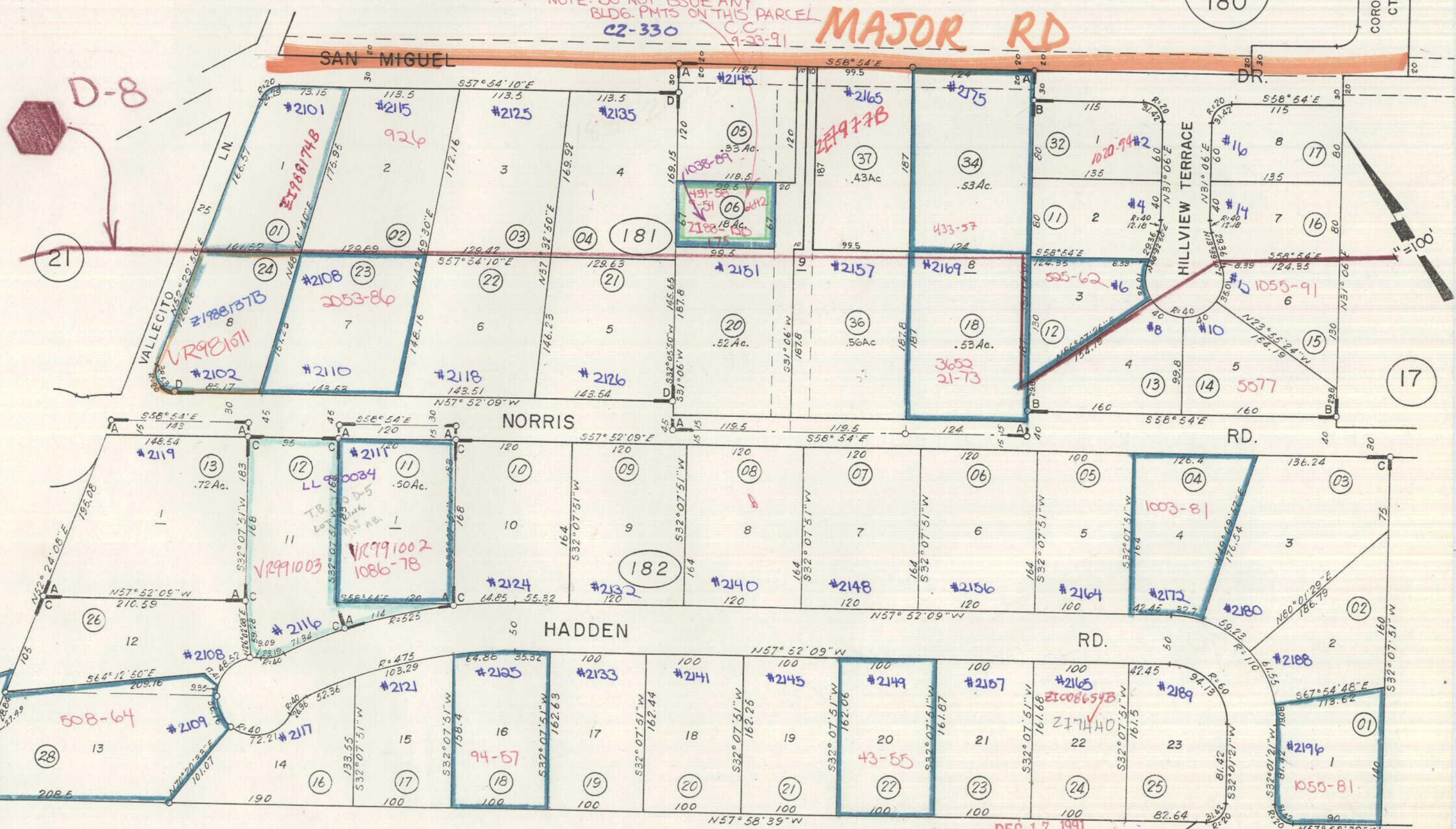
CT 3430.01

A - NORRIS ADDITION TO WALNUT HEIGHTS M.B. 7-174
B - HILL VIEW TERRACE M.B. 32-48
C - HADDEN ACRES M.B. 44-41
D - LA RUTH MANOR M.B. 52-28

NOTE: DO NOT ISSUE ANY BLDG. PMTS ON THIS PARCEL C.C. 9-23-91

CZ-330

P.B. 180



REVISED	CHANGE	BY
12/5/91	CORR. 181-36 & 37	TA

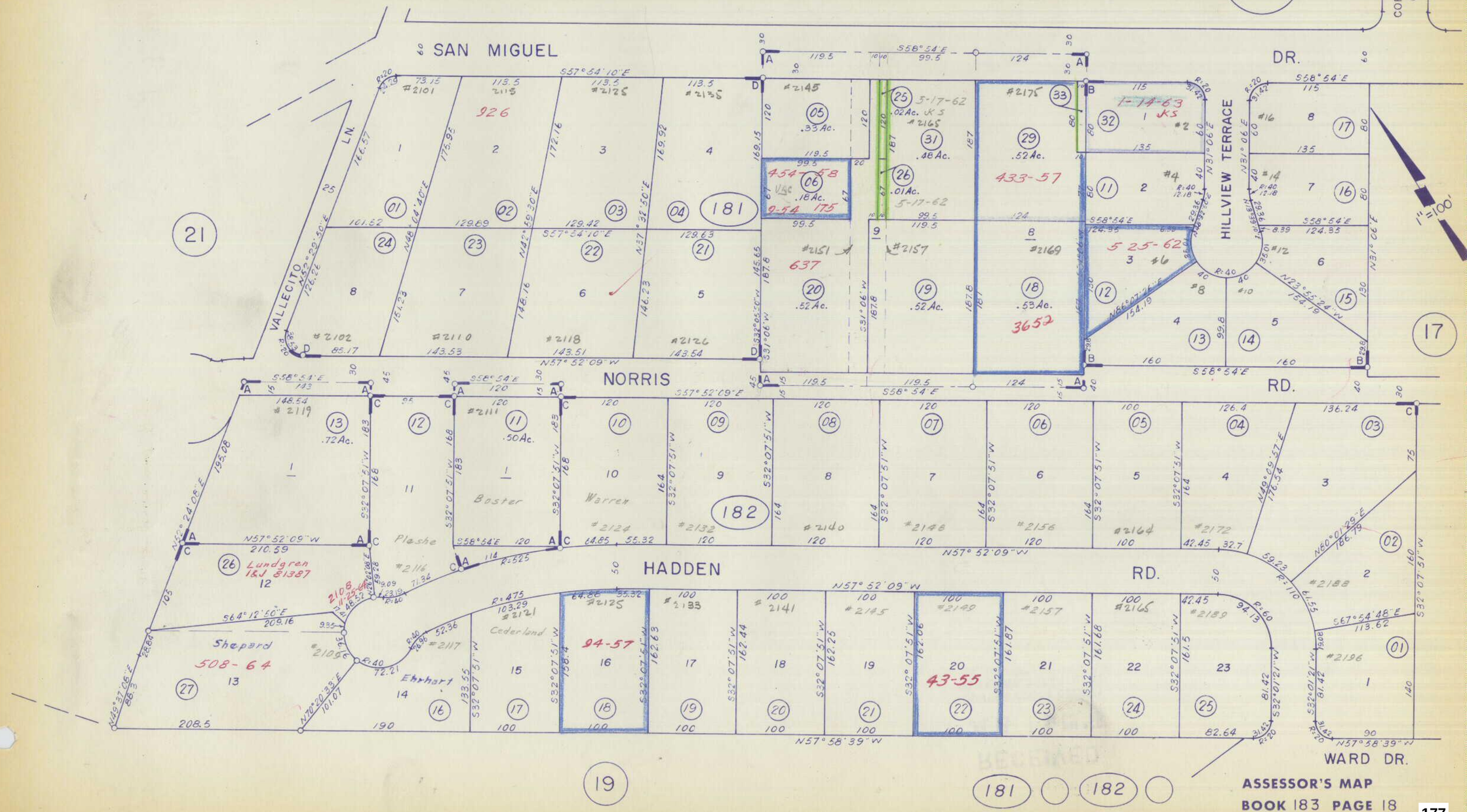
ZM: P-14 DEC 17 1991

ASSESSOR'S MAP
BOOK 183 PAGE 18
CONTRA COSTA COUNTY, CALIF.
FM. 46-17

A - NORRIS ADDITION TO WALNUT HEIGHTS M.B. 7-174
B - HILL VIEW TERRACE M.B. 32-48
C - HADDEN ACRES M.B. 44-41
D - LA RUTH MANOR M.B. 52-28

CT 3430

P.B. 180



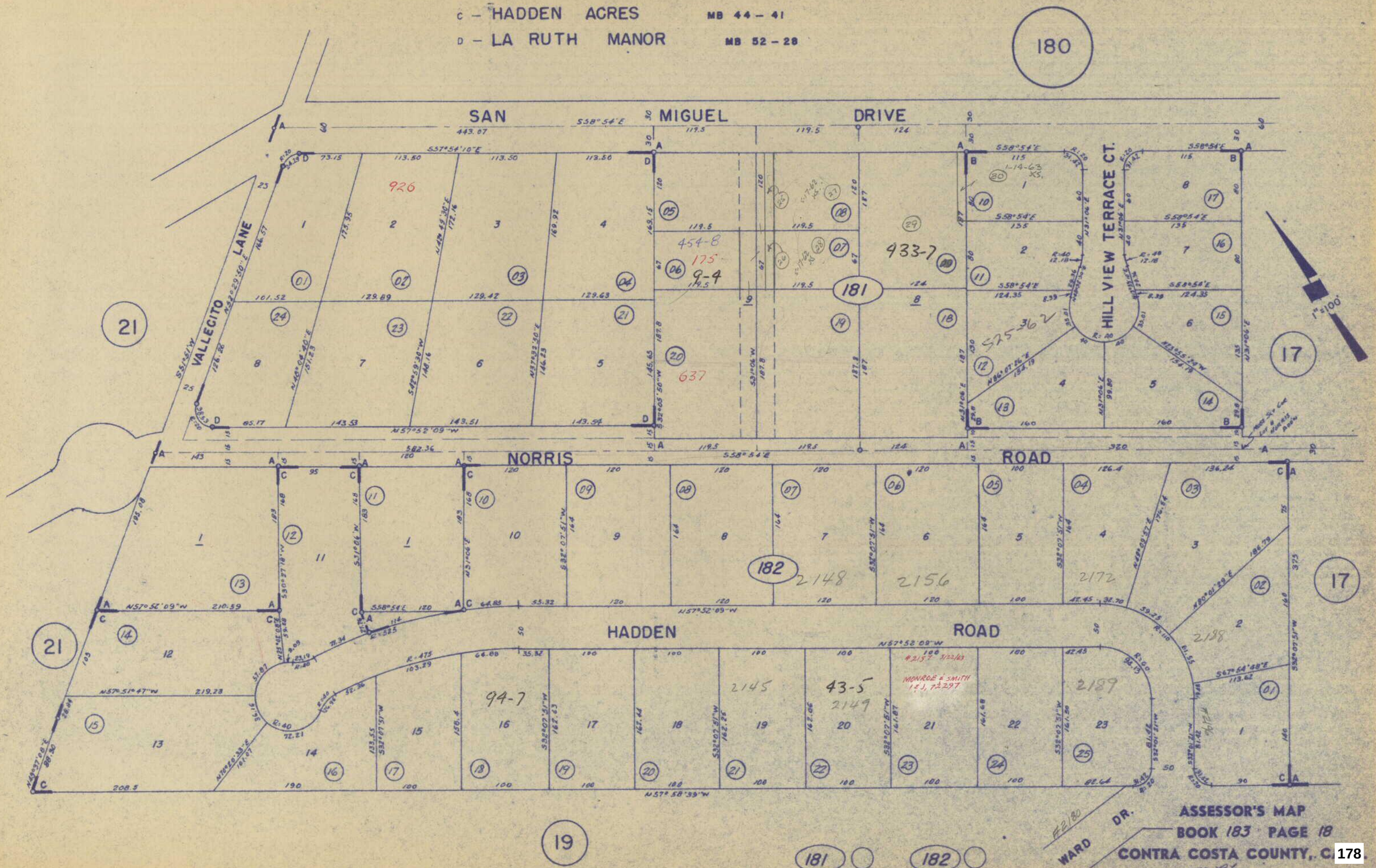
ASSESSOR'S MAP
BOOK 183 PAGE 18
CONTRA COSTA COUNTY, CALIF.
FM. 46-17

A - NORRIS ADD'N TO WALNUT HEIGHTS LOTS 1-8-9 MB 7-174 **TAX CODE AREA**

B - HILL VIEW TERRACE MB 32-48

C - HADDEN ACRES MB 44-41

D - LA RUTH MANOR MB 52-28



ASSESSOR'S MAP
BOOK 183 PAGE 18
CONTRA COSTA COUNTY, C.

General Plan - RL

Map Legend

- County Border
- Assessment Parcels

Planning Layers (DCD)

General Plan

- RL (Residential Low Density) (1-3 du/na)
- Unincorporated
- Board of Supervisors' Districts

Base Data

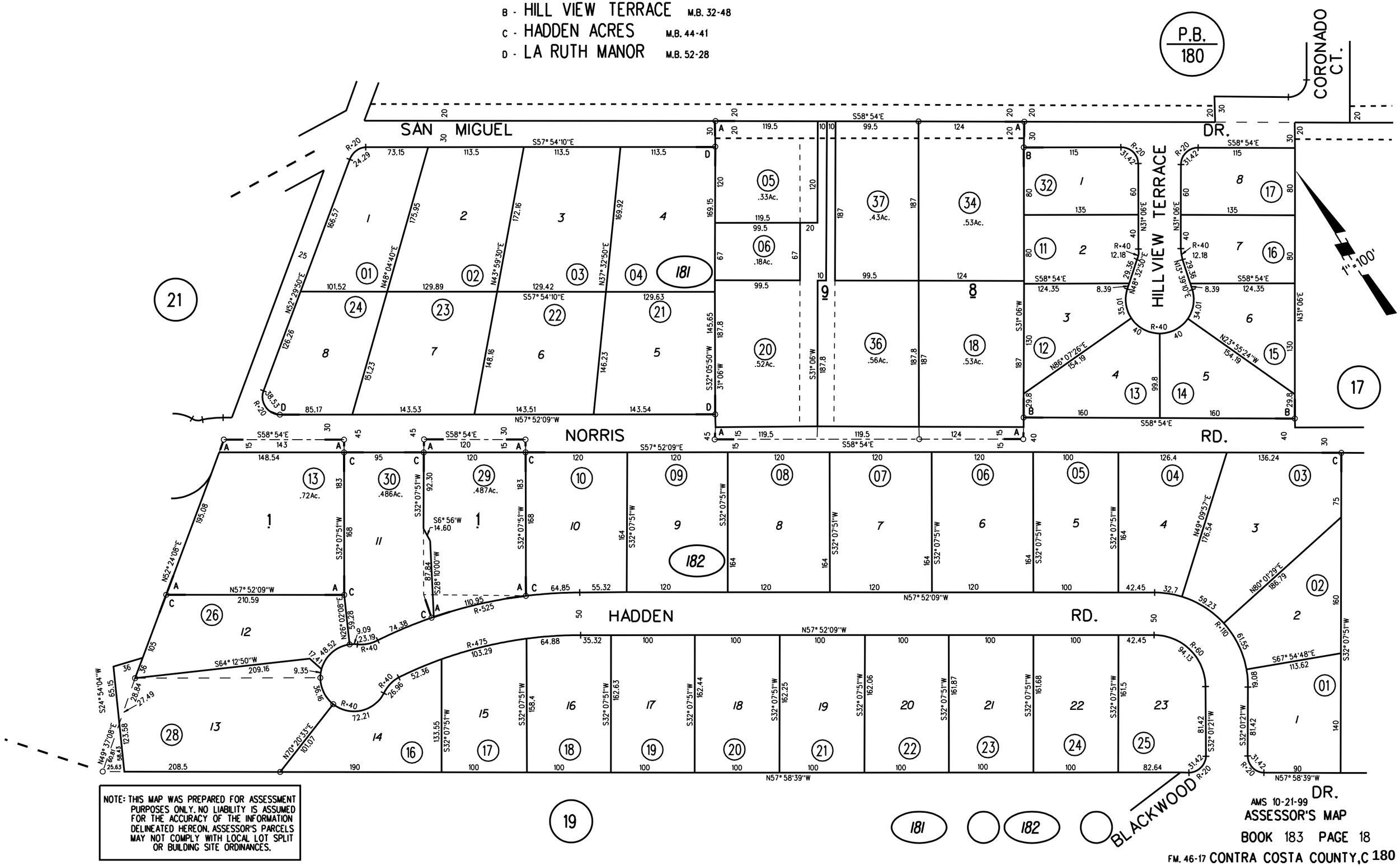
- Address Points

This map is a user generated, static output from an internet mapping application and is intended for reference use only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION.
CCMap is maintained by Contra Costa County Department of Information Technology, County GIS. Data layers contained within the CCMap application are provided by various Contra Costa County Departments. Please direct all data inquires to the appropriate department.

Spatial Reference
PCS: WGS 1984 Web Mercator Auxiliar
Datum: WGS 1984

Credits: Contra Costa County Development of Conservation and Department, Maxar, Microsoft, Esri Community Maps Contributors, California State Parks, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Censu

A - NORRIS ADDITION TO WALNUT HEIGHTS M.B. 7-174
B - HILL VIEW TERRACE M.B. 32-48
C - HADDEN ACRES M.B. 44-41
D - LA RUTH MANOR M.B. 52-28



NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

AMS 10-21-99

ASSESSOR'S MAP

BOOK 183 PAGE 18

FM. 46-17 CONTRA COSTA COUNTY, C 180

Zoning - R-20

Map Legend

- County Border
- Assessment Parcels

Planning Layers (DCD)

Zoning

ZONE_OVER

- R-20 (Single Family Residential)
- Unincorporated
- Board of Supervisors' Districts

Base Data

- Address Points

This map is a user generated, static output from an internet mapping application and is intended for reference use only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION.
CCMap is maintained by Contra Costa County Department of Information Technology, County GIS.
Data layers contained within the CCMap application are provided by various Contra Costa County Departments.
Please direct all data inquires to the appropriate department.

Spatial Reference
PCS: WGS 1984 Web Mercator Auxiliar
Datum: WGS 1984

Credits: Contra Costa County Development of Conservation and Department, Maxar, Microsoft, Esri Community Maps Contributors, California State Parks, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Censu

CENTRAL SAN
CENTRAL CONTRA COSTA SANITARY DISTRICT 5019 IMHOFF PLACE, MARTINEZ, CA 94553-4392

PHONE: (925) 228-9500
FAX: (925) 228-4624
www.centralsan.org

ROGER S. BAILEY
General Manager

J. LEAH CASTELLA
Counsel for the District

KATIE YOUNG
Secretary of the District

November 25, 2025

Everett Louie
Project Planner
925-655-2873
Everett.louie@dcd.cccounty.us

SUBJECT: 2189 Hadden Rd., Walnut Creek
APN: 183-182-025, Central San Response

Dear Everett Louie,

According to Central Contra Costa Sanitary District (Central San) records, the project site is within Central San's service area and is currently receiving sewer service.

Development Information: (*Based on the information provided)*

- **Existing Use:** Single-family residential
- ***Planned Project Description***: The applicant requests approval of a Variance application to allow for an approximately 192 sq ft detached shed at a 15 foot front setback (where 25 feet is required from Hadden road) and a 10 foot secondary frontage setback (where 20 feet is required from Ward drive. The project also includes small lot design review for the shed on a substandard size lot

Site-Specific Development Conditions:

- There is an existing 5-foot-wide sanitary sewer easement and active sewer pipeline along the southernly property line. In reviewing recent aerial imagery, it appears that this shed has been constructed within Central San's easement. No existing or proposed improvements that constitute an encroachment as defined by District Code may reside within Central San's easements.
- The applicant should promptly submit hard-copy, full-size improvement plans to Central San Permit Counter located at 5019 Imhoff Place, Martinez. Staff will review and advise on any applicable fees due and next steps. For more information, the applicant should contact the Central San Permit Section at (925) 229-7371.

Sincerely,

Michelle Peon Del Valle
Engineering Assistant

Everett Louie

From: Planning.review <planning.review@ebmud.com>
Sent: Monday, October 27, 2025 9:51 AM
To: Everett Louie
Cc: Planning.review; Cherie Adriano
Subject: CDVR25-01053 - 2189 HADDEN RD, WALNUT CREEK

This Message Is From an External Sender

This email originated from outside of Contra Costa County. Please do not click links or open attachments unless you are expecting this email.

Report Suspicious

Dear Everett,

EBMUD has no comment on the subject agency request.

Best Regards,
Amy

Amy Wen | Sr Administrative Clerk
Water Distribution Planning Division
EBMUD | FLOWING INTO THE FUTURE

CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT
4005 Port Chicago Hwy, Ste. 250 • Concord, CA 94520• Phone 925-941-3300 | www.cccfpd.org

November 24, 2025

Contra Costa County
Dept. of Conservation and Development
Attn: Everett Louie
30 Muir Road
Martinez, CA 94553
(925) 655-2873
Everett.louie@dcd.cccounty.us

Subject: New Storage Shed
2189 Hadden Road, Walnut Creek, CA 94596
CDVR25-01053
CCCFPD #P-2025-003704PLN

We have reviewed the **preliminary Variance and Small Lot Design Review application** to allow for an approximately 192 square-foot detached shed at a 15-foot front setback and a 10-foot secondary frontage setback and the shed on a substandard size lot, at the subject location. The following is required for Fire District approval in accordance with the current, adopted editions of the California Fire Code (CFC), as amended, Local Ordinances, and adopted standards.

This letter is NOT an approval or denial letter from the Fire District. The purpose of this letter is to provide preliminary comments, prior to official review by the Fire District.

1. Land Development Permit. A land development permit is required for access and water supply review and approval prior to submitting building construction plans. Plan submittal instructions are located at the end of this comment letter.
   The developer shall submit full size, scaled site improvement plans indicating:
   - All existing or proposed hydrant locations
   - Fire apparatus access roads to the public way to include slope and road surface
   - Driveway- from the public road to the structure
   - Size of building and type of construction
   - Gates, fences, retaining walls, bio-retention basins, any obstructions to access
2. Fire Apparatus Access Roads. The proposed fire apparatus access roads appear to comply with Fire District requirements. (503) CFC
3. Vegetation Management. The owner shall cut down and remove all weeds, grass, vines, or other growth that is capable of being ignited and endangering property. (304.1.2) CFC

Our preliminary review comments shall not be construed to encompass the complete project. Additional plans and specifications may be required after further review.

FIRE DISTRICT PLAN SUBMITTAL INSTRUCTIONS

ALL plan submittals and applications shall be submitted to the Fire District, by one of the following ways:

1) In person, with a minimum of two (2) sets of to-scale plans
2) Electronically, through the Fire District Citizen Portal Website: https://confire.vision33cloud.com/citizenportal/app/landing

All submittals shall be accompanied by the correct application (found on our website: www.cccfpd.org).

For questions about submitting plans, Fire District standards, or general information, contact the Fire District Permit Technicians by emailing permittech@cccfpd.org or call the main office at (925) 941-3300.

11/24/2025

Reviewed By: Danielle Thomas, Fire Inspector Date

Additional Topographic Limitation Photo for 2189 Hadden Road Variance

Photo of the Existing Shed

BILT

SITE PLAN

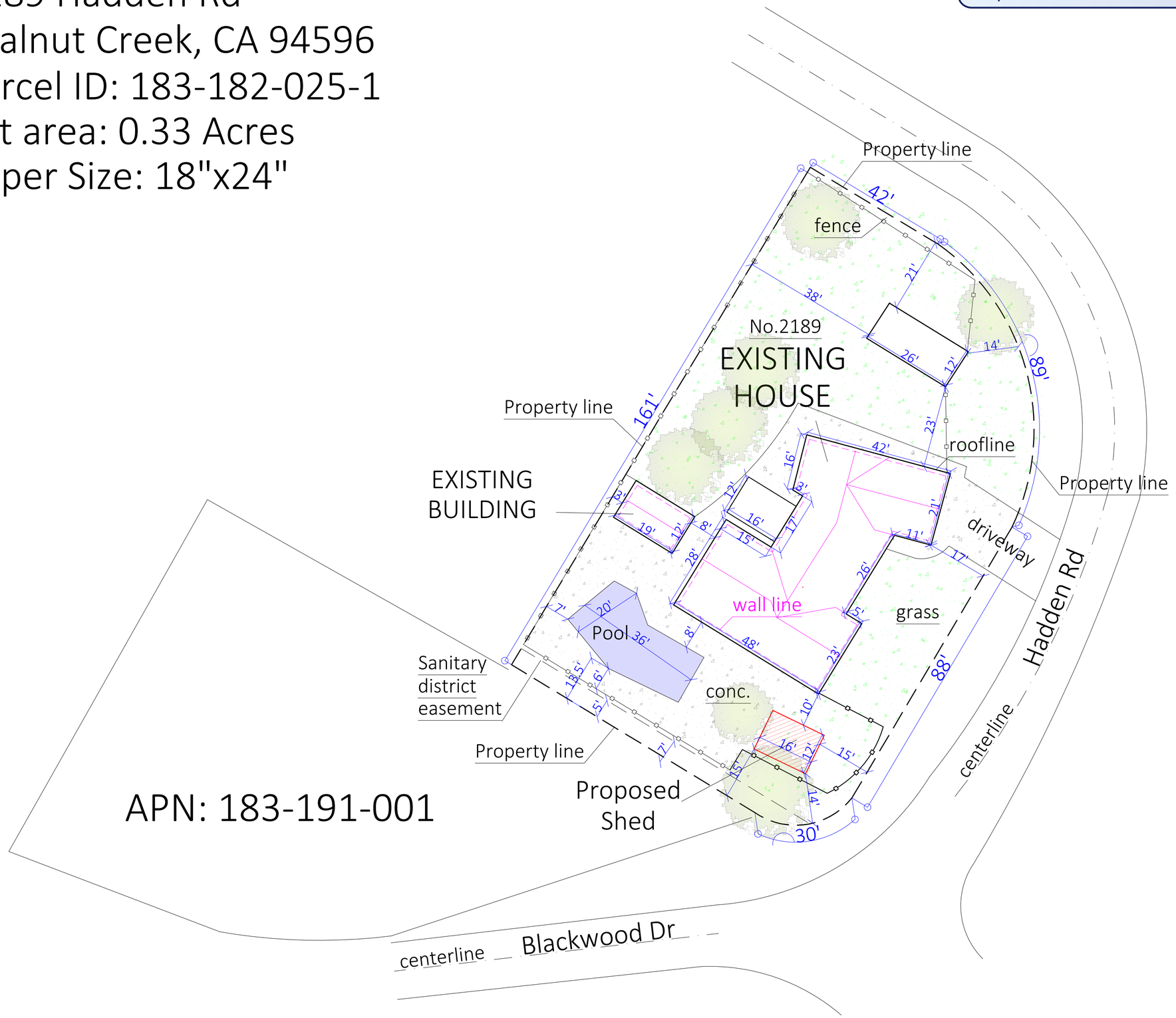
2189 Hadden Rd
Walnut Creek, CA 94596
Parcel ID: 183-182-025-1
Lot area: 0.33 Acres
Paper Size: 18"x24"

RECEIVED on 12/16/2025 CDVR25-01053
By Contra Costa County
Department of Conservation and Development

REVISED
4:53 pm, Dec 09, 2025

N

scale 1"=20'



Disclaimer

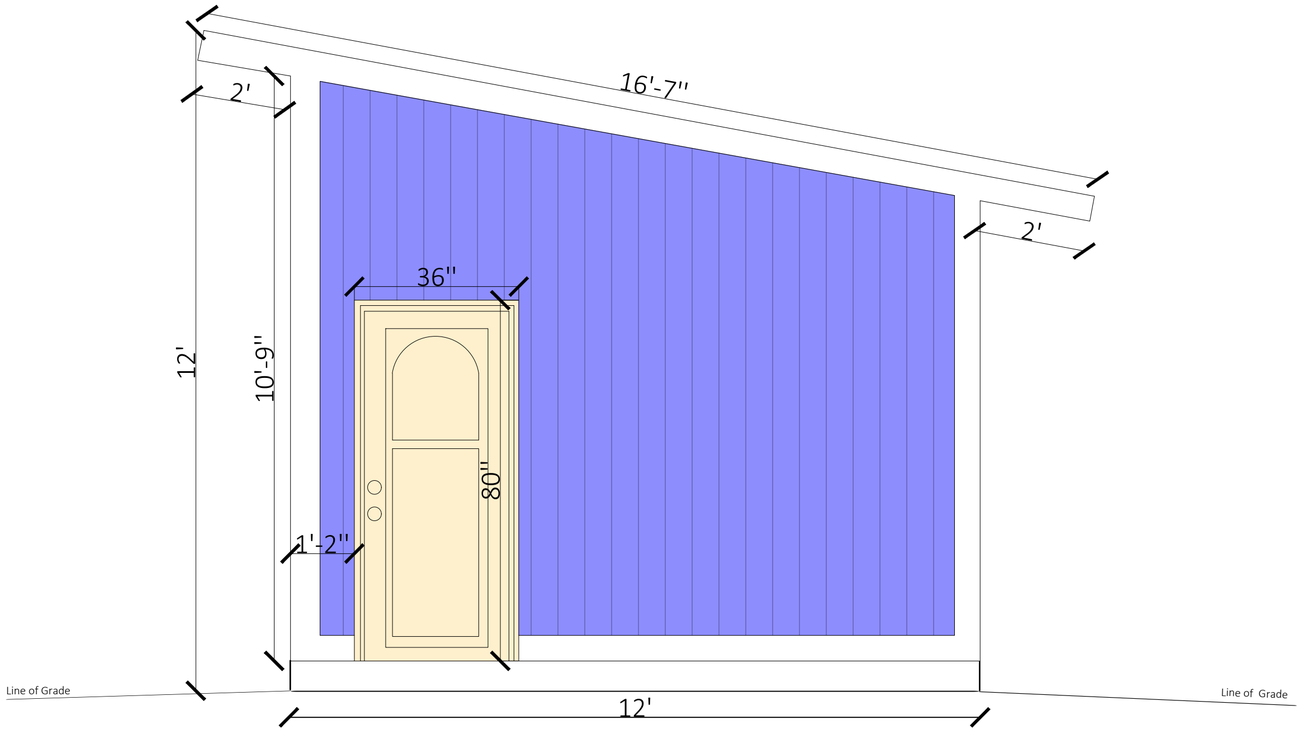
This is not a Legal Survey, nor is it intended to be or replace one.

These measurements are approximate and are for illustrative purposes only.

This work product represents only generalized location of features, objects or boundaries and should not be relied upon as being legally authoritative for the precise location of any feature, objects or boundary.

E L E V A T I O N - FRONT VIEW

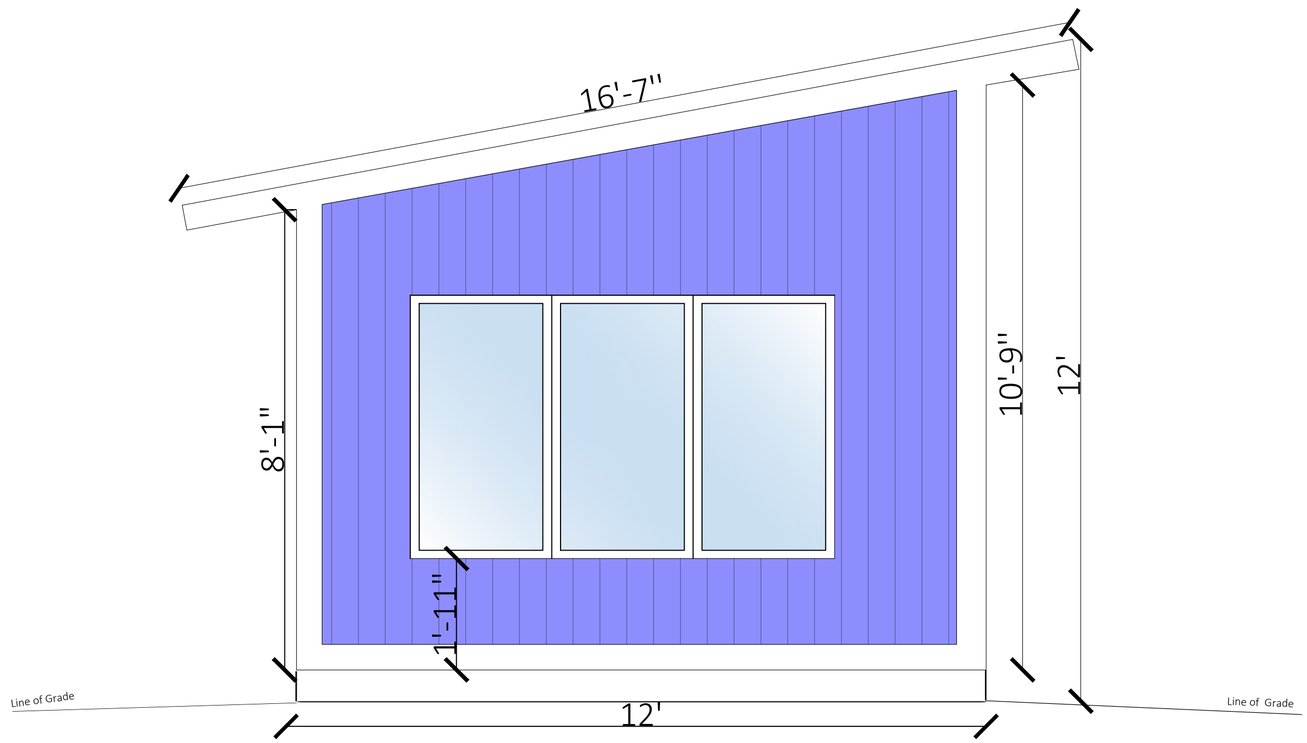
2189 Hadden Rd
Walnut Creek, CA 94596
Parcel ID: 183-182-025-1
Lot area: 0.33 Acres
Paper Size: 18"x24"



Scale: 1/2"=1'0"

E L E V A T I O N - BACK VIEW

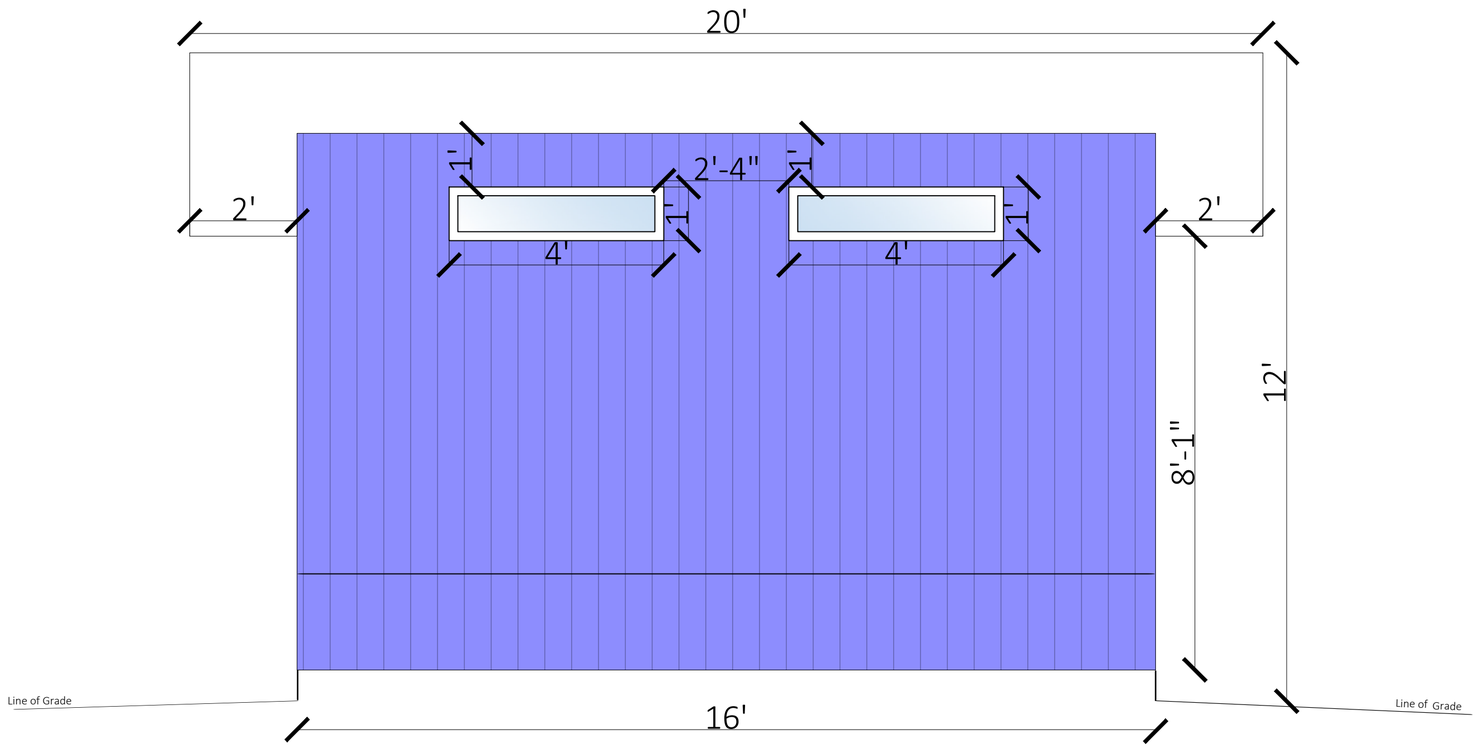
2189 Hadden Rd
Walnut Creek, CA 94596
Parcel ID: 183-182-025-1
Lot area: 0.33 Acres
Paper Size: 18"x24"



Scale: 1/2"=1'0"

E L E V A T I O N - LEFT SIDE VIEW

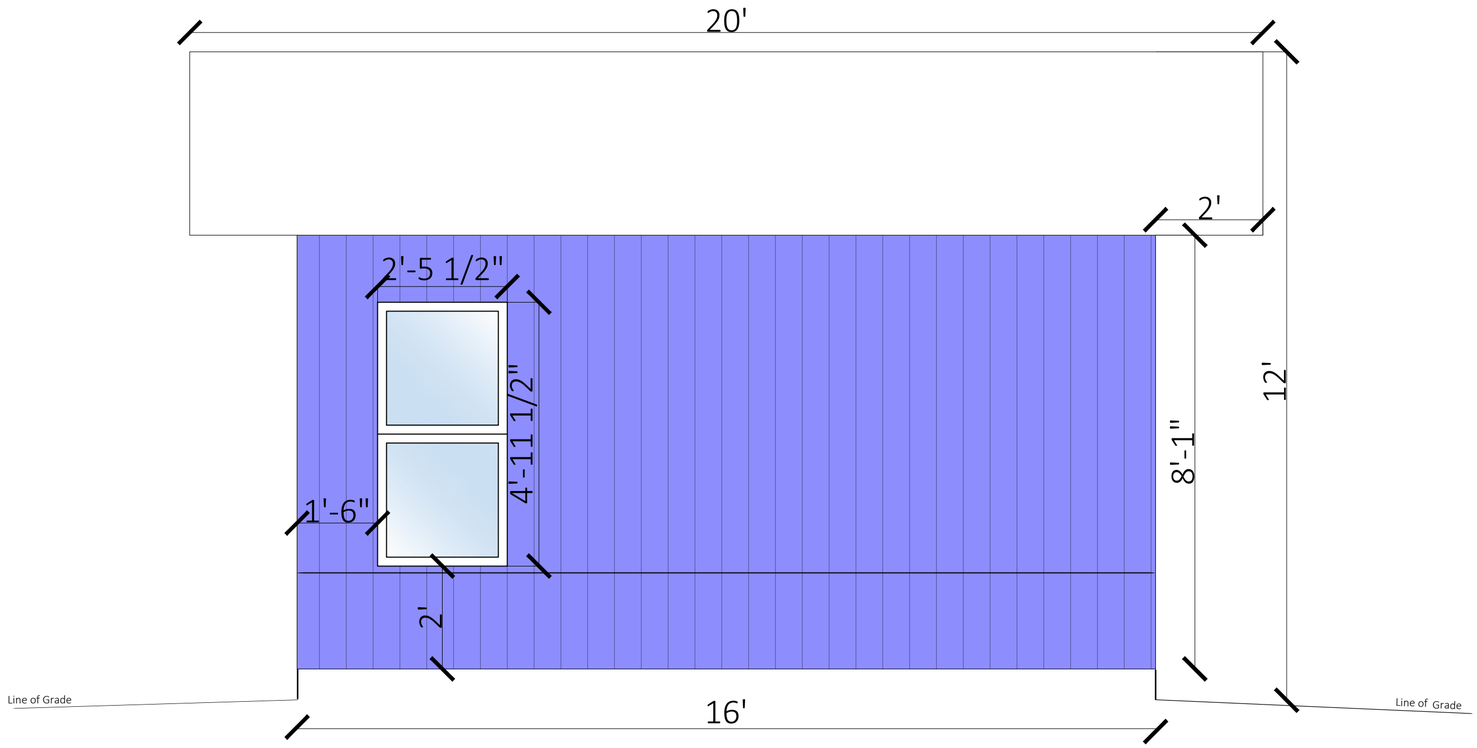
2189 Hadden Rd
Walnut Creek, CA 94596
Parcel ID: 183-182-025-1
Lot area: 0.33 Acres
Paper Size: 18"x24"



Scale: 1/2"=1'0"

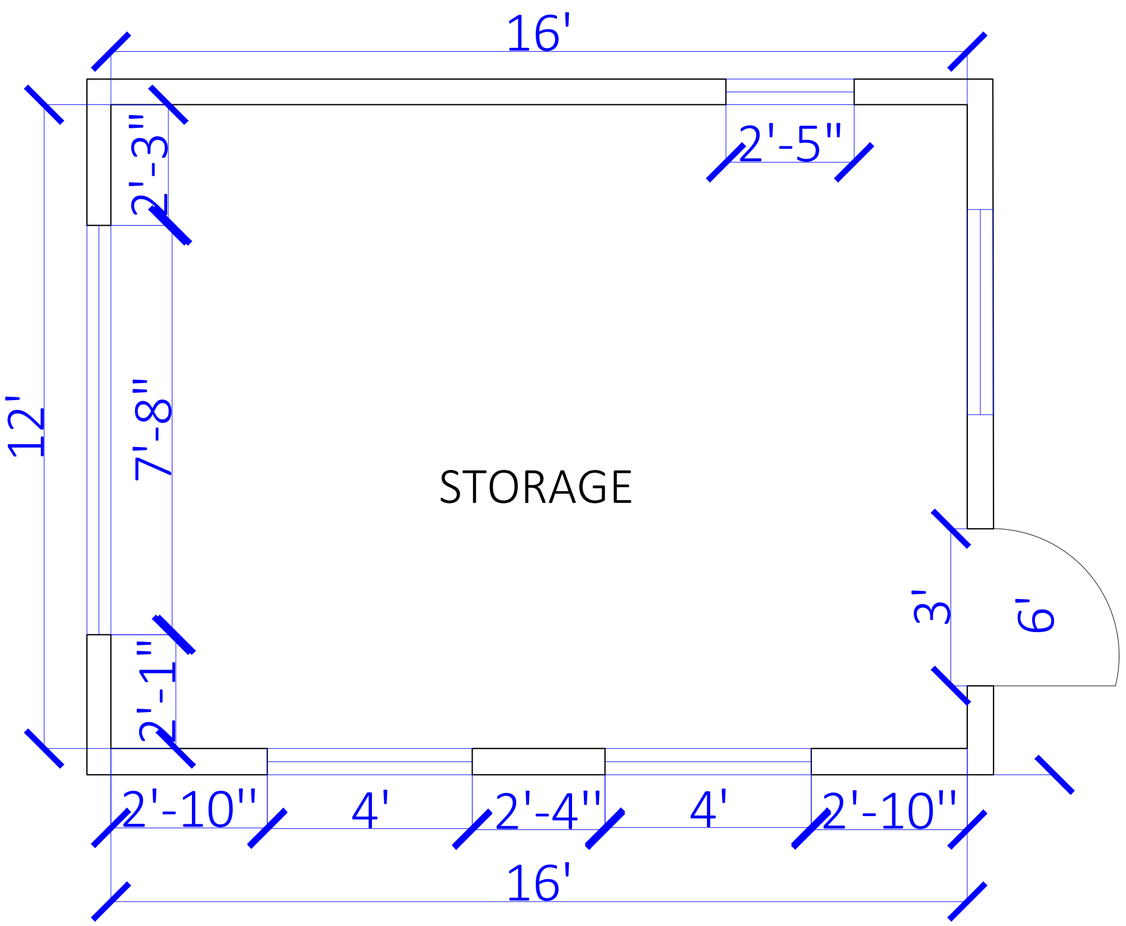
E L E V A T I O N - RIGHT SIDE VIEW

2189 Hadden Rd
Walnut Creek, CA 94596
Parcel ID: 183-182-025-1
Lot area: 0.33 Acres
Paper Size: 18"x24"



Scale: 1/2"=1'0"

F L O O R P L A N

2189 Hadden Rd
Walnut Creek, CA 94596
Parcel ID: 183-182-025-1
Lot area: 0.33 Acres
Paper Size: 18"x24"

scale 1/2"=1'0"