COMMUNITY BENEFITS AGREEMENT

between

CONTRA COSTA COUNTY

and

CALIBR VENTURES LLC
(COUNTY FILE NO. CDSD24-09696)

This Community Benefits Agreement ("***Agreement***") is entered into as of ___________, 2026 ("***Effective Date***") by and between Contra Costa County ("***County***"), a political subdivision of the State of California, and Calibr Ventures LLC ("***Developer***"), a California limited liability company.

RECITALS

A. On______, 2026, at a duly-noticed public hearing, the County Zoning Administrator approved Developer's 1125 Northgate Road residential project, involving the development of a 19-unit single-family residential development and related improvements, including, without limitation, the contemplated circulation and access plan and lotting location of the Market Rate and Affordable Components (as defined below) (collectively, the "***Project***") on approximately 9.83 acres, located at 1125 Northgate Road (APN: 138-180-002) ("***Project Site***") in an unincorporated area of the County, including approval of a tentative subdivision map and related density bonus request (including the approval of additional density bonus units as well as the granting of certain waivers, incentives and concessions), as set forth in more detail in the Project's development application materials on file with the County (CDSD24-09696).

B. The Project is a state-protected housing development under the Housing Accountability Act (Gov. Code § 65589.5) ("***HAA***") and also qualifies for various benefits under the State Density Bonus Law (Gov. Code § 65915 *et seq*.) ("***SDBL***"). It involves sixteen (16) market rate for-sale single-family residential units (collectively, the "***Market Rate Component***") and three (3) deed-restricted affordable for-sale single-family residential units (comprised of three very low-income residential units) (collectively, the "***Affordable Component***"). Developer's delivery of the Affordable Component enables the Project to obtain the requested benefits under the SDBL, and also fully satisfies the Project's applicable obligations under County's local inclusionary housing ordinance (Co. Co. County Ordinance Code Ch. 822-4) ("***IHO***"), as set forth in more detail in the Project's development application materials on file with the County (CDSD24-09696).

C. In addition to the discretionary land use approvals already obtained from the County (as indicated in Recital A), Developer intends to seek and obtain the necessary ministerial, construction-related permits (i.e., demolition, grading and building permits) and certificates of occupancy for the construction and operation of the Project.

D. Given its delivery of needed new housing in an area offering high quality of life and access to high quality public intuitions, including for-sale, single-family homes that will be deed-restricted for qualifying very-low income households, the Project provides direct benefits for the broader community as well as helping County to meet its regional housing needs allocation ("***RHNA***") obligations under state law. In addition, the Project approval contains Condition of Approval No. 51 ("***COA*** 51"), which provides that County and Developer will enter into a Community Benefits Agreement providing for certain payments to County as an additional benefit for the local community. The parties intend for this Agreement to satisfy the foregoing condition. Developer's commitments provided for in this Agreement will enhance the public benefits provided to the community, in addition to those benefits derived directly from the Project.

AGREEMENT

NOW THEREFORE, County and Developer agree as follows:

1. Purpose. The purpose of this Agreement is to memorialize Developer's commitment to making a community benefits contribution to County. This Agreement shall be deemed to satisfy COA 51.

2. Community Benefits Payment. Developer shall pay the total amount of Five Hundred Fifty Thousand Dollars ($550,000) to County ("***Community Benefit Payment***"). Provided, however, Developer shall not be required to pay the Community Benefit Payment in one lump sum; instead, Developer shall pay Three Hundred Thousand Dolars ($300,000) upon issuance of the first certificate of occupancy for a market rate residential unit within the Project and shall pay Two Hundred and Fifty Thousand Dollars ($250,000) upon issuance of the sixteenth (16th) certificate of occupancy for a market rate residential unit within the Project. Developer's payment of the foregoing amount shall constitute full satisfaction of its obligations pursuant to this Section 2, and no other action(s), dedication of property interest(s), or funding by Developer shall be required hereunder.

3. Use of Community Benefit Payment. County shall, in its sole discretion, allocate receipt of the Community Benefit Payment received pursuant to this Agreement to benefit the local community near the Project. Funds may be used to, for example and without limitation: funding studies and actions to permit, establish, improve and/or maintain public open space and trail improvements.

4. Notices. All payments, notices, demands, and other communications made under this Agreement shall be in writing and emailed or personally delivered, sent by overnight carrier with delivery charges prepaid for next business day delivery, or sent by First Class U.S. Mail with postage prepaid, and addressed as follows:

To County: Director of Conservation and Development
Attn: John Kopchik
30 Muir Road
Martinez, CA 94553
Email: john.kopchik@dcd.cccounty.us

To Developer: Andy Byde
Calibr Ventures LLC

115 Jennifer lane
Alamo, CA 94507
Email: andy@calibrventures.com

A payment, notice, demand, or other communication shall be deemed given on the same day it is personally delivered, on the next business day following deposit with and overnight carrier, or on the fifth day after deposit in the U.S. Mail; if emailed, then said communication shall be deemed received on the date sent if sent before 5:00 p.m. Pacific Time (PT) or on the next business day if sent after 5:00 p.m. PT. A party may change its address for delivery of notices under this Agreement by providing written notice of the change in accordance with this section.

5. Assignment. Developer's obligations under this Agreement shall be binding upon Developer's successors and assigns. Developer shall have the right to assign this Agreement, in whole or in part, together with any rights, interests, approvals, permits, entitlements or obligations associated with the transfer of the Project Site (in whole or in part), to any person or entity, provided the assignee expressly assumes in writing the obligations assigned (in whole or in part) under this Agreement, subject to the consent provisions set forth in this Section 6(b).

a. No Consent Required for Affiliate Transfer. Notwithstanding any other provision of this Agreement, Developer may assign its rights and obligations under this Agreement (in whole or in part) without County consent to: (i) any entity controlling, controlled by, or under common control with Developer; (ii) any joint venture, partnership, limited liability company, investment entity, or other special purpose entity formed by Developer for purposes of owning, financing, developing, constructing, marketing, or operating the Project; or (iii) any successor entity resulting from merger, reorganization, consolidation, conversion, recapitalization, or similar transaction involving Developer.

b. Consent Required for Non-Affiliate Transfers. Except for those affiliated entities identified in subsection (a) above, Developer shall obtain consent from County for all other assignments of this Agreement (in whole or in part); provided, however, that such consent shall not be unreasonably withheld, delayed or conditioned and shall be limited solely to determining whether the proposed assignee possesses the financial capacity reasonably necessary to perform the obligations proposed to be assumed under this Agreement. County shall not consider the identity, reputation, experience, ownership structure, business model, litigation history, or other subjective factors relating to the proposed assignee. The ability to post improvement bonds as required by the Project Conditions of Approval shall be deemed evidence of the assignee's financial capacity.

c. Process to Obtain Consent. Developer shall provide the Conservation and Development Director ("***Director***") with written notice of the proposed assignment together with reasonable evidence of the assignee's financial capacity. Within fifteen (15) calendar days following receipt of such notice, the Director shall, in writing, either: (i) approve the assignment; or (ii) deny the assignment. If the Director denies the request, then this action shall be supported by substantial evidence demonstrating that the proposed assignee lacks the financial capacity reasonably necessary to perform the obligations proposed to be assumed. Failure of the Director to provide a written response within such fifteen (15) day period shall be conclusively deemed approval of the proposed assignment without further action by either party. Any denial by the Director shall be subject to appeal by Developer to the Board of Supervisors, with consideration of any such appeal being agendized at the next Board of Supervisors' meeting for which proper notice can be provided. For avoidance of doubt, change in stock or other ownership interests in a corporate or business entity shall not constitute a transfer or assignment subject to the assignment provisions under this Agreement, unless so requested by Developer.

d. Assignment and Assumption Agreement; Release. If Developer sells, conveys, or otherwise transfers ownership of all or a portion of the Project Site to a third-party, Developer shall document the assignment of the relevant obligations set forth in this Agreement related to such conveyance pursuant to a written Assignment and Assumption Agreement, a fully executed copy of which shall be provided to County. Upon and after the date of said assignment, Developer shall be released hereunder for all obligations so assigned and County shall look only to said assignee for satisfaction of said obligations under this Agreement.

6. No Third-Party Beneficiaries. Nothing in this Agreement confers any rights or obligations on any person or entity that is not a party to this Agreement.

7. Counterparts. The Agreement may be executed in counterparts.

8. Governing Law. This Agreement shall be governed by the laws of the State of California.

[Signatures on following page]

County and Developer have executed this Agreement as specified below.

CONTRA COSTA COUNTY

By: ______________________________

Name: ___John Kopchik_____________

Title: _Director, Conservation & Development_

Date Signed: ___________________

DEVELOPER

By: Calibr Ventures LLC, a California limited liability company

Name: Andy Byde

Title: Partner/Land Acquisition

Date Signed: ______________