

ORDINANCE NO. 2019-26

(Uncodified)

(Development Agreement for the Ball Estates Project)

The Board of Supervisors of Contra Costa County ordains as follows:

SECTION 1. Summary and Purpose. The purpose of this ordinance is to approve a development agreement for the Ball Estates Project, located in the Alamo area of Contra Costa County.

SECTION 2. Authority. This ordinance is enacted pursuant to Government Code sections 65864 through 65869.5 and Contra Costa County Board of Supervisors' Resolution No. 85/412, which establishes the County's procedures for the consideration of development agreements.

SECTION 3. Recitals.

- (a) DWB PROPERTY LLC, a Nevada limited liability company; SS & JS PROPERTIES, LLC, a California limited liability company; SAILBACK, LLC, a California limited liability company; PEGACORN INVESTMENTS, LLC, a California limited liability company; GNBALLJR PROPERTY, LLC, a Nevada limited liability company; SPARTAN 43, LLC, a California limited liability company; POSITIVELY POWERFUL, LLC, a California limited liability company; NWBF, LLC, a California limited liability company; SBNB PROPERTY, LLC, a Nevada limited liability company; SBWB PROPERTY, LLC, a Nevada limited liability company; AS INVESTMENT PROPERTIES, LLC, a California limited liability company JDS PROPERTY, LLC, a Nevada limited liability company, (together, the "Applicant") desire to develop the Ball Estates Project ("Project") in the Alamo area of Contra Costa County. The Project is an approximately 61-acre residential development consisting of approximately 35 single-family homes, three open space parcels, and one open space parcel intended to be developed and used as a staging area by the East Bay Regional Park District. The Project and the location of the Project are more particularly described in the "Development Agreement by and among Contra Costa County, Camille Avenue, LLC, and Camille Ironwood Properties, LLC, Relating to the Development Commonly Known as The Ball Estates Project," which is attached as Exhibit 1 (the "Development Agreement").
- (b) A vesting tentative map has been approved for the Project. An environmental impact report and its related CEQA mitigation monitoring and reporting program have been prepared for the Project.
- (c) On August 14, 2019, the Contra Costa County Planning Commission held a public hearing to consider the Applicant's application for the Development Agreement. Notice of the hearing was given in accordance with Government Code sections 65864 through 65869.5 and Board of Supervisors' Resolution No. 85/412. After the hearing, the Planning Commission recommended that the Board of Supervisors adopt this ordinance to approve the Development Agreement.
- (d) Notice of the public hearing for the Board of Supervisors to consider the Applicant's application for the Development Agreement, and to consider adopting this ordinance approving

the Development Agreement, was given in accordance with Government Code sections 65864 through 65869.5, and Board of Supervisors' Resolution No. 85/412.

SECTION 4. Findings. The Board of Supervisors has independently reviewed the Development Agreement and finds as follows:

- (a) The provisions of the Development Agreement are consistent with the Contra Costa County 2005-2020 General Plan.
- (b) The Development Agreement satisfies the requirements of Government Code sections 65864 through 65869.5 and Board of Supervisors' Resolution No. 85/412. Government Code sections 65867.5(b) and 66473.7 do not apply to the Development Agreement because the Project does not include a "subdivision" as that term is defined in Government Code section 66473.7.

SECTION 5. Approval of Development Agreement. The Board of Supervisors hereby approves the Development Agreement in the form attached hereto as Exhibit 1, without modification. The Board of Supervisors authorizes the Director of Conservation and Development to execute the Development Agreement on behalf of the County.

SECTION 6. Recording of Development Agreement. Within 10 days after the Development Agreement is fully executed, the Clerk of the Board of Supervisors shall record the Development Agreement in the Official Records of the Contra Costa County Clerk-Recorder pursuant to Government Code section 65868.5.

SECTION 7. Effective Date. This ordinance shall become effective 30 days after passage. Within 15 days of passage, this ordinance shall be published once, with the names of the Supervisors voting for and against it, in the East Bay Times, a newspaper of general circulation published in this County.

PASSED and ADOPTED on _____ by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Board Chair

ATTEST:
DAVID J. TWA, Clerk of the Board
of Supervisors and County Administrator

By _____
Deputy

Attachment:
Exhibit 1 – Development Agreement

SMS
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Exhibit 1

RECORDING REQUESTED BY
CONTRA COSTA COUNTY

WHEN RECORDED, RETURN TO:

Contra Costa County
Clerk of the Board of Supervisors
651 Pine Street
Room 106
Martinez, CA 94553

Space above this line reserved for recorder's use

DEVELOPMENT AGREEMENT
RELATING TO THE DEVELOPMENT COMMONLY KNOWN AS
THE BALL ESTATES PROJECT

Development Agreement Relating to the Development Commonly Known as The Ball Estates Project

This Development Agreement ("Agreement") is entered into as of the Effective Date (defined in Section 1.03), by and among Contra Costa County, a political subdivision of the State of California ("County"), and DWB PROPERTY LLC, a Nevada limited liability company; SS & JS PROPERTIES, LLC, a California limited liability company; SAILBACK, LLC, a California limited liability company; PEGACORN INVESTMENTS, LLC, a California limited liability company; GNBALLJR PROPERTY, LLC, a Nevada limited liability company; SPARTAN 43, LLC, a California limited liability company; POSITIVELY POWERFUL, LLC, a California limited liability company; NWBF, LLC, a California limited liability company; SBNB PROPERTY, LLC, a Nevada limited liability company; SBWB PROPERTY, LLC, a Nevada limited liability company; AS INVESTMENT PROPERTIES, LLC, a California limited liability company JDS PROPERTY, LLC, a Nevada limited liability company are referred to herein together as the "Developer." The County and Developer are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California enacted Government Code section 65864 *et seq.* ("Development Agreement Statute"), which authorizes a county to enter into a development agreement with any person having a legal or equitable interest in real property regarding the development of such property and establishing certain development rights therein.

B. Developer has a legal or equitable interest in certain real property consisting of approximately 61 acres, as more particularly described and depicted in attached Exhibit A (the "Subject Property").

C. The Parties desire to develop the Project (as defined below) on the Subject Property, which will provide benefits to the County and to the public.

D. By this Agreement, Developer will receive assurance that it may proceed with the development or redevelopment of the Subject Property for the Project in accordance with the Applicable Law (defined in Section 2.03). The Project consists of 35 single-family homes, three open space parcels, and Lot 21 intended to be developed and used as a staging area by and for the East Bay Regional Park District.

E. The Project Approvals include the following:

1. Certification of the Final Environmental Impact Report, Ball Estate Project, County File No. SD13-9338 (the "EIR"), including project-specific mitigation measures as certified and adopted by the County with the EIR, and as specified in the adopted Mitigation Monitoring and Reporting Program ("MMRP"), certified and adopted by the County Planning Commission on August 14, 2019.

2. Approval by the County of the Vesting Tentative Map, Ball Estates, Subdivision 9338, 333 Camille Avenue ("VTM").

3. Approval by the County of a Tree Removal Permit ("Tree Removal Permit") allowing the removal and work within the drip line of specified trees, subject to certain conditions.

4. Approval by the County of an exception to the Creek Structure Setback Line affecting Lots 21, 22, 23 and 24.

5. Approval by the County of an exception for length of a cul-de-sac, affecting the length of A Drive and B Court; and the length of Ironwood Place, as shown on the VTM.

6. Approval by the County of an exception to the radius of right of way of the public cul-de-sac shown on the VTM as 40 ft., as opposed to 45 ft.

7. Approval by the County of an exception to the Creek Structure Setback Line at street creek crossings and encroachment of A Drive as shown on the VTM.

8. Approval by the County of an exception to Collect and Convey for the minor diversion of storm drainage within the project as shown on the VTM.

9. Approval by the County of an exception to the Creek Structure Setback Line for bridge structures at creek crossings of A Lane and B Court as shown on the VTM.

10. Approval by the County of this Agreement.

F. The County anticipates that during the Term (as defined below) of this Agreement and subsequent to the Effective Date, Developer will seek from County certain other implementing approvals, entitlements, and permits that are necessary or desirable for the Project (each a "Subsequent Approval," and collectively the "Subsequent Approvals"). The Subsequent Approvals are any that may be necessary or desirable to develop the Project and may include, but are not limited to, conditional use permits, design review approval, tree removal permits, acceptance or vacation of minor portions of rights of way, lot line adjustments, demolition permits, encroachment permits, site development permits, building permits, and any amendments to the foregoing. The Subsequent Approvals shall be deemed to be a part of the Project Approvals as and when they are approved by the County.

G. Consistent with Government Code section 65867 and County Ordinance Code section 26-2.408, the County Planning Commission held a public hearing on an application for this Agreement on August 14, 2019. The County Planning Commission recommended that the County Board of Supervisors approve this Agreement and a vesting tentative map (the "Approval").

H. Consistent with Government Code section 65867, the County Board of Supervisors held a public hearing on an application for this Agreement on September 24, 2019 and adopted Ordinance No. 2019-26 to approve this Agreement. Prior to adopting that ordinance, the County Board of Supervisors approved the Approval recommended by the Planning Commission.

I. To comply with the California Environmental Quality Act, the County Planning Commission on August 14, 2019 certified an environmental impact report (the "EIR") and approved a mitigation monitoring and reporting plan (the "MMRP") for the Project, and made

findings. The EIR and the MMRP have been certified and adopted by the Board of Supervisors. Since that EIR was certified, there have been no substantial changes to the Project or the circumstances under which it will be undertaken, and no new information has become available, that would require a subsequent or supplemental environmental impact report to be prepared.

J. The County, by electing to enter into this contractual agreement, acknowledges that the obligations of the County shall survive beyond the term or terms of the present Board of Supervisors and that such action will serve to bind the County and future Boards to the obligations thereby undertaken. By approving this Agreement, the Board of Supervisors has elected to exercise certain governmental powers at the time of entering into this Agreement rather than deferring its actions to some undetermined future date. The terms and conditions of this Agreement have undergone extensive review by both the County and its Board and have found to be fair, just and reasonable, and the County has concluded that the pursuit of the Project will serve the best interests of its citizens, and the public health, safety and welfare will be best served by entering into this obligation.

K. The Board of Supervisors has made a finding that this Agreement is consistent with the County's General Plan and the County Ordinance Code, both as amended by the Approval.

NOW, THEREFORE, in consideration of the promises, covenants, and provisions set forth herein, the receipt and adequacy of which consideration is acknowledged, County and Developer agree as follows.

AGREEMENT

Article I. DESCRIPTION OF THE SUBJECT PROPERTY, PROPOSED DEVELOPMENT, EFFECTIVE DATE, AND TERM.

Section 1.01. Description of Subject Property. This Agreement vests laws applicable to development and/or redevelopment of the Subject Property for the Project on the Subject Property, as more particularly described and depicted in Exhibit A.

Section 1.02. Proposed Development. Consistent with the Approval, Developer may develop the Project on the Subject Property.

Section 1.03. Effective Date. The rights, duties, and obligations hereunder shall be effective and the Term (as defined in Section 1.05) shall commence on the "Effective Date," which shall be the date this Agreement is executed by the Parties following (a) the effective date of the ordinance adopted by the County Board of Supervisors approving this Agreement, and (b) the effective date of the Approval.

Section 1.04. Term. The term of this Development Agreement shall commence on the Effective Date and shall expire fifteen (15) years thereafter ("Term"), unless it is sooner terminated, or unless it is extended as provided in Section 1.05.

Section 1.05. Term of Vested Components and Permits. The term of any parcel map, tentative subdivision map, vesting parcel map or vesting tentative subdivision map which may be approved as a part of the Project Approvals, any subdivision agreement related to the development of the Property or any portion thereof, ("Vested Components") shall automatically be extended (pursuant to Government Code section 66452.6(a)) for the longer of: (i) the Term,

or (ii) the term of the particular map otherwise allowed under the Subdivision Map Act (Government Code sections 66410 *et seq.*), and the County's subdivision ordinance. The term of any permits or other entitlements for development for all or any part of the Property shall be extended (pursuant to Government Code section 65863.9), for the longer of: (i) the Term, (ii) the term of that permit or other entitlement, or (iii) the term of the subdivision map relating to that portion of the Property that is the subject of the permit or other entitlement.

Section 1.06. Extension/Tolling of Term. The Term of this Agreement may be extended or tolled as provided in this Section 1.06. beyond the Initial Term only in the manner provided in this Section 1.06.

(a) *Extension for Enforced Delay.* If Developer encounters an Enforced Delay (as defined in this Section) and desires to extend the Term because of that delay, Developer shall give the County written notice of the Enforced Delay. If that written notice does not state the duration of the Enforced Delay because the delay remains ongoing, Developer shall give the County written notice of the date the Enforced Delay ends within ninety (90) days after the end of the delay. Following the end of the Enforced Delay, the County Director of Conservation and Development will provide Developer written notice of the extension of the Term, which shall be extended for as many days as the Enforced Delay occurs, as determined by the County Director of Conservation and Development in his or her sole discretion. For the purposes of this Agreement, "Enforced Delay" means a delay or default resulting arising only from one or more of the following: (A) a natural disaster or other Force Majeure, (B) an accident that requires all development activities to stop; (C) the interruption of services by suppliers for a substantial period of time when no alternative suppliers are available, (D) the unavailability of construction materials for a substantial period of time when no substitute materials are available, (E) war, civil disturbance, or riot where martial law is declared, or (F) any other severe occurrence that is beyond Developer's reasonable control, as determined by the County Director of Conservation and Development in his or her sole discretion.

(b) *Tolling for Third-Party Lawsuit.* If a third-party files a lawsuit to challenge this Agreement, the County's certification of the EIR, the Approval, or the Subsequent Approvals (each a "Third-Party Lawsuit"), Developer may request that the Term be tolled during the pendency of the Third-Party Lawsuit by providing a written notice ("Tolling Notice") to the County within thirty (30) days after the commencement of the lawsuit. The tolling of the Term will begin upon the County's receipt of the Tolling Notice, and it will end on the earliest of the following to occur: (A) the date on which a court issues a final judgment in the Third-Party Lawsuit and the expiration of all appeal periods following that judgment, or (B) the date the Third-Party Lawsuit is dismissed. If, in a Third-Party Lawsuit, the court issues a temporary restraining order or injunction prohibiting Developer from taking actions to proceed with the Project, the Term will automatically be tolled beginning on the date the temporary restraining order or injunction is issued, and ending on the date the temporary restraining order or injunction is lifted or vacated.

(c) *Tolling for Initiative or Referendum.* If the subject of an initiative petition or referendum petition would overturn, set aside, or substantially modify the Approval or the Subsequent Approvals, or otherwise substantially impair the development of the Subject Property for the Project, the Term shall be automatically tolled beginning on the date that the initiative or referendum petition is submitted to the County elections official for signature verification, and ending on the date that the last of the following occurs: (A) the date the County elections official determines the petition does not include a sufficient number of signatures, (B) the date the Board of Supervisors, in lieu of an election, either adopts the ordinance without

alteration (initiative), or repeals the ordinance (referendum), pursuant to Elections Code section 9118 or 9145, or (C) the date of the election on the measure, if placed on the ballot.

Article II. STANDARDS, LAWS, AND PROCEDURES GOVERNING THE PROPOSED DEVELOPMENT.

Section 2.01. Vested Right to Develop. Developer shall have the right to pursue the Project in accordance with the Applicable Law (defined in Section 2.03), including the Project Approvals, the Subsequent Approvals after they are granted, and the provisions of this Agreement, and including, without limitation, Developer's vested right to develop the Project on the Subject Property. Notwithstanding the foregoing or anything to the contrary in this Agreement, County will apply to the Project the then-current California Building Standards Codes (including the California Fire Code), and all local amendments to those codes, to the extent that the codes have been adopted by County or the Contra Costa County Fire Protection District and are in effect on a Countywide basis. In the event of any conflict or inconsistency between this Agreement and the Applicable Law, or between this Agreement and any Subsequent Approvals, to the fullest extent legally possible, this Agreement shall prevail and control.

Section 2.02. Development Standards. The permitted uses of the Subject Property, the density and intensity of uses, the maximum height, bulk, and size of the proposed building, provisions for reservation or dedication of land for public purposes and the location of public improvements, the general location of public utilities, and other terms and conditions of development applicable to the Project shall be as set forth in the Applicable Law (defined in Section 2.03), the Approval, and the Subsequent Approvals (collectively, "Development Standards").

Section 2.03. Applicable Law. "Applicable Law" consists of the rules, regulations, and official policies governing the Development Standards in Section 2.02 applicable to the Project existing as of the Effective Date, as supplemented and modified by the Approval, the Subsequent Approvals once they are approved, and Later Enactments (defined in Section 2.05), all except as otherwise provided in this Agreement.

Section 2.04. Fees. All impact fees, mitigation fees, connection fees, processing fees, and all other fees, charges, taxes, and assessments that are vested by virtue of approval of a vesting subdivision map pursuant to Government Code section 66498.1 that are in effect as of Effective Date shall apply to the Project through the time periods referenced in Government Code sections 66498.1 and 66498.5, as extended pursuant to Section 2.07 below, but not to exceed a period of ten (10) years from the Effective Date. After expiration of these time periods, Developer shall pay the amount of all applicable impact fees, mitigation fees, connection fees, processing fees, and all other fees, charges, taxes, or assessments in effect at the time they are required to be paid.

Section 2.05. No Conflicting Enactments. The County, or the electorate through the adoption of referenda and initiatives, may enact new or modified rules, regulations, or official policies after the Effective Date (each a "Later Enactment," and collectively, "Later Enactments"), and such Later Enactments shall be included within the Applicable Law. All Later Enactments shall be applicable to the Project only to the extent that application of any Later Enactment does not modify the Project, does not prevent or impede development of the Project, and does not conflict with this Agreement. Any Later Enactment shall be deemed to conflict with this Agreement if the enactment seeks to accomplish any one or more of the following results, either

with specific reference to the Project or the development or redevelopment of the Subject Property, or as part of a general enactment that would otherwise apply to the Subject Property:

- (a) Reduce the density or intensity of the Project under the Applicable Law;
- (b) Change any land use designation or permitted use of the Subject Property for the Project as described in the Applicable Law;
- (c) Require, for any work necessary to develop the Project on the Subject Property, the issuance of permits, approvals, or entitlements by County other than those required by Applicable Law; or
- (d) Materially limit the processing of, the procuring of applications for, or approval of the Subsequent Approvals.

Notwithstanding the foregoing, County shall not be precluded from applying a Later Enactment to the Project where the Later Enactment is: (a) specifically mandated by changes in state or federal laws or regulations adopted after the Effective Date, as provided in Government Code section 65869.5; (b) specifically mandated by a court of competent jurisdiction; (c) required by changes to the California Building Standards Codes (including the California Fire Code), and similar safety regulations that may change from time to time, including all local amendments adopted by the County or the Contra Costa County Fire Protection District; or (d) required as a result of facts, events or circumstances presently unknown or unforeseeable that would otherwise have an immediate adverse risk on the health or safety of the surrounding community, as determined by County in its sole discretion. Except as expressly provided in this Agreement, this Agreement does not restrict County's exercise of its police powers, and County reserves those powers to itself.

Section 2.06. Conflict of State or Federal Laws. In the event that state and/or federal law(s) and/or regulation(s) enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement, the Party identifying the conflict shall provide the other Party, as soon as practicable after the conflict becomes known to the notifying Party, written notice of the conflict, a copy of the law(s) and/or regulation(s) that give rise to the conflict, and a statement explaining the nature of the conflict. Within thirty (30) days after that notice is given, the Parties shall meet and confer in good faith in a reasonable attempt to modify this Agreement so as to comply with the state and/or federal law(s) and/or regulation(s) giving rise to the conflict, pursuant to Government Code section 65869.5. If Developer does not consent to an amendment that is required to make this Agreement consistent with state and/or federal law(s) and/or regulation(s) in accordance with Government Code section 65869.5, County will provide Developer written notice of the immediate suspension of this Agreement, and the Agreement shall remain suspended until the date the Agreement is so amended. The Term shall not be tolled or extended for any period of suspension under this Section 2.06.

Section 2.07. Timing of Construction and Completion. The Parties acknowledge that Developer cannot, at this time, predict when or the rate at which the Project will be constructed. The Parties agree that there is no requirement that Developer commence or complete construction of the Project within any particular period of time during the Term of this Agreement. Therefore, notwithstanding anything to the contrary in County Ordinance Code sections 84-66.1406(1), 84-66.1602, and any other provisions of the County Code, County has ordained by adopting the ordinance approving this Agreement that Developer may commence construction at any time during the Term of this Agreement. The Parties acknowledge that

construction may be delayed by litigation, market factors, or other reasons. In light of the foregoing, the Parties agree that Developer may construct the Project at the rate and time Developer deems appropriate within the exercise of its reasonable business judgment, subject to the terms of this Agreement.

Section 2.08. Processing Subsequent Approvals. The Subsequent Approvals shall be deemed mechanisms to implement those final policy decisions reflected by the Approval and other provisions of Applicable Law. Upon submission by Developer of an application for a Subsequent Approval, County shall cooperate and diligently work to promptly process and consider approving that application. County shall retain its discretionary authority in its consideration of any and all Subsequent Approvals that involve discretionary decisions. The County will consider an application for a Subsequent Approval with reference to the Applicable Law, any applicable state or federal law, Later Enactments, and this Agreement.

Section 2.09. No Limitation on Future Discretionary Actions. Except to the extent that this Agreement expressly provides otherwise, nothing in this Agreement requires the County, or any of its boards or commissions, to adopt any future ordinances or resolutions, to enter into any other agreements with Developer, or to exercise its discretion in any particular manner in the future.

Article III. COUNTY BENEFITS; DEVELOPER FUNDING OBLIGATION.

Section 3.01. County Benefits. The County is desirous of advancing the socioeconomic interests of the County and its residents by encouraging quality development, economic growth and housing, thereby enhancing housing and employment opportunities for residents and expanding the County's tax base. The County is also desirous of encouraging development that maintains a healthy environment for its citizens and future residents. This Agreement allows the County to realize significant economic, recreational, park, open space, social and public benefits, which will advance the interests and meet the needs of the County's residents and visitors to a greater extent than otherwise permitted.

Section 3.02. Developer Funding Obligation. Developer shall pay County Fifty Thousand Dollars (\$50,000) for County to use towards reviewing and considering an update to the County's tree ordinance, Chapter 816-6 of the County Ordinance Code. Developer shall make that Fifty Thousand Dollar (\$50,000) payment to County within 30 days after the Effective Date. County shall have no obligation to account to Developer for the use of those funds, or to allocate those funds in any particular manner.

Article IV. AMENDMENTS.

Section 4.01. Amendment of this Agreement. This Agreement may be amended from time to time, in whole or in part, only by mutual written consent of the Parties or their successors in interest, in accordance with the provisions of Government Code sections 65867, 65867.5, and 65868, and in accordance with County Resolution No. 85/412 (Procedures and Requirements for the Consideration of Development Agreements) (the "Local Procedures"). Following any amendment of this Agreement, the amended Agreement will be recorded in accordance with Government Code section 65868.5.

Section 4.02. Amendments of Approval or Subsequent Approvals. No Subsequent Approval that is granted pursuant to this Agreement, or amendment of the Approval or Subsequent Approval that is consented to by Developer, shall require an amendment to this Agreement, and

the Subsequent Approval or amendment of the Approval or Subsequent Approval shall be deemed to be incorporated into this Agreement as of the date of the approval or amendment is effective.

Article V. DEFAULTS; PERIODIC REVIEW.

Section 5.01. Default and Litigation.

(a) *Default.* Any material failure by either Party to perform any material term or provision of this Agreement, which failure continues uncured for a period of ninety (90) days following written notice of such failure from the non-defaulting Party (unless such period is extended by written mutual consent), shall constitute a default under this Agreement. Written notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such ninety (90) day period, then, within that ninety (90) day period, the defaulting Party shall begin acting to cure the default and shall continue acting diligently to complete the cure. If the default is not cured as required by this Section 5.01(a), the non-defaulting Party may pursue legal action in accordance with Section 5.01(b).

(b) *Litigation.* If a default is not cured in the manner required by Section 5.01(a), the non-defaulting Party shall provide the defaulting Party written notice ("Dispute Notice") that specifies, in reasonable detail, the reasons for that a default and dispute exists, and what, if any, reasonable actions may be taken to cure the default and resolve the dispute. Within thirty (30) days after the Dispute Notice is given, the Parties will meet in person and confer in good faith in an attempt to resolve the dispute. In addition to any other rights or remedies, if, following the meet and confer process, the non-defaulting Party determines that the dispute cannot be resolved informally, the non-defaulting Party may institute legal action to cure, correct, or remedy the default, enforce any covenant or agreement herein, enforce by specific performance the obligations and rights of the Parties hereto, or obtain any other remedy consistent with this Agreement.

(c) *No Waiver of Tort Claims Act.* Nothing in this Agreement shall relieve a non-defaulting Party from satisfying any applicable requirements of the California Tort Claims Act.

Section 5.02. Periodic Review. No later than ten (10) months after the Effective Date, and no later than every twelve (12) months thereafter, Developer and the County Director of Conservation and Development, or his or her designee, shall meet and review this Agreement annually to ascertain the good faith compliance by Developer with the Agreement's terms pursuant to the Development Agreement Statute. Additionally, County will review this Agreement annually in accordance with the Development Agreement Statute the Local Procedures. If, as a result of County's annual review of this Agreement, County determines, on the basis of substantial evidence, that Developer has not complied in good faith with the terms of this Agreement, County may terminate or modify this Agreement in accordance with the Development Agreement Law and the Local Procedures.

Section 5.03. Termination.

(a) *Termination by County.* If County elects to consider terminating this Agreement due to a material default by Developer, then County shall give a notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the County Board

of Supervisors in the manner set forth in the Development Agreement Statute and the Local Procedures. If the County Board of Supervisors, in its sole discretion, determines that a material default has occurred and elects to terminate this Agreement, County shall give Developer, by certified mail, written notice of termination of this Agreement under this Section 5.03(a) and this Agreement shall be terminated on the date that notice of termination is given. Developer reserves any and all rights it may have to challenge in court County's termination of this Agreement and the basis therefor.

(b) *Termination by Developer.* Developer may terminate this Agreement at its sole discretion after payment to County of the Fifty Thousand Dollar (\$50,000) Developer Funding Obligation described in Article III. Developer shall give County, by certified mail, written notice of termination of this Agreement under this Section 5.03(b) and this Agreement shall be terminated thirty (30) days after that notice is given.

Section 5.04. Attorney's Fees. In any legal action or other proceeding, including an Enforcement Action, brought by either Party to enforce or interpret this Agreement, each Party shall bear its own costs and attorney's fees, unless a statute expressly provides otherwise.

Section 5.05. Notice of Compliance. Within sixty (60) days after Developer's written request, but no more often than once per calendar year, County will execute and deliver to Developer a written "Notice of Compliance" in recordable form, duly executed and acknowledged by County, which certifies the following, but only if the County, in its sole discretion, determines the following to be true based on the County's actual knowledge as of the date the notice is given:

(a) This Agreement is unmodified and in full force and effect, or, if there have been modifications to this Agreement, this Agreement is in full force and effect as modified and stating the date and nature of such modifications;

(b) There are no known current uncured defaults under this Agreement or, in the alternative, specifying the dates and nature of any such default.

Developer may record the County's Notice of Compliance.

Section 5.06. Termination Upon Completion of Development. This Agreement shall terminate when the Property has been fully developed and all of Developer's obligations in connection with the Project are satisfied as mutually determined by the County and Developer. For purposes hereof, all obligations of Developer hereunder shall be deemed discharged and fulfilled with respect to lots or parcels shown on duly filed final subdivision maps upon final inspection and occupancy, subject to compliance with (i) the conditions imposed in connection with such filing, and (ii) the conditions imposed in connection with issuance of the building permits.

Section 5.07. Effect of Termination on Developer Obligations. Termination of this Agreement as to Developer or the Subject Property or any portion thereof shall not affect any requirements to comply with the terms and conditions of the applicable zoning, any development plan approvals, approval and acceptance of infrastructure improvements, any applicable permit(s), or any subdivision map or other land use entitlements approved with respect to the Subject Property, nor shall it affect any other covenants of Developer specified in this Agreement to continue after the termination of this Agreement.

Article VI. INDEMNITY.

Developer shall indemnify, defend (with counsel reasonably acceptable to the County), and hold harmless County and its boards, commissions, officers, employees, and agents from all liabilities, claims, demands, and losses, including for personal injury, death, and property damage, costs and expenses, including attorney's and expert's fees (collectively, "Liabilities") that arise from activities or operations of Developer, or its contractors, subcontractors, agents, or employees, under this Agreement, or that are related to the development of the Project. Developer's obligations under this Article VI apply to all Liabilities suffered or alleged to have been suffered, regardless of whether County prepared, supplied, or approved plans or specifications for the Project. However, the obligations of this Article VI do not apply to any Liabilities that arise solely from the operation of public improvements and facilities following the County's acceptance of those improvements and facilities. The requirements of this Article VI are in addition to the requirements of the Defense and Indemnification Agreement between County and Developer dated September 1, 2019 ("Indemnity Agreement"). If this Article VI conflicts with the requirements of the Indemnity Agreement, the requirements of the Indemnity Agreement shall prevail. The obligations of this Article VI shall survive the expiration or termination of this Agreement.

Article VII. NO AGENCY, JOINT VENTURE, OR PARTNERSHIP.

The Project is a private undertaking of Developer. Neither Party is acting as the agent of the other in any respect hereunder. Each Party is an independent contracting entity with respect to the terms and provisions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership, joint venture, or joint enterprise between or among the Parties to this Agreement.

Article VIII. ASSIGNMENTS; TRANSFER OF OWNERSHIP

Section 8.01. Right to Assign. Developer shall have the right to assign (by sale, transfer or otherwise) its rights, duties and obligations under this Agreement as to any portion of the Subject Property. Developer shall provide County written notice at least forty-five (45) days in advance of any sale, assignment, or transfer of this Agreement. The notice shall (a) identify the purchaser, assignee, or transferee, and (b) include contact information for the purchaser, assignee, or transferee.

Section 8.02. Continuing Obligations. Beginning on the date of the sale, assignment, or transfer of this Agreement by Developer to another person or entity, that other person or entity shall be required to satisfy all of Developer's obligations under this Agreement. However, Developer shall continue to be obligated to defend, indemnify, and hold harmless County and its boards, commissions, officers, employees, and agents from all Liabilities that arise before the sale, assignment, or transfer of this Agreement.

Article IX. NOTICES.

Unless this Agreement expressly provides otherwise, any notice, demand, or communication required hereunder between County and Developer shall be in writing, and may be given either personally, by overnight delivery, or by registered or certified mail (return receipt requested), to the address specified below:

County:

Contra Costa County
Attn: Director of Conversation and Development
30 Muir Road
Martinez, CA 94553

With Copies to:
Contra Costa County Counsel's Office
651 Pine Street, 9th Floor
Martinez, CA 94553

Developer:

DWB Property LLC
SS & JS Properties, LLC
Sailback, LLC
Pegacorn Investments, LLC
GNBALLJR Property, LLC
Spartan 43, LLC
Positively Powerful, LLC
NWBF, LLC
SBNB Property, LLC
SBWB Property, LLC
As Investment Properties, LLC
JDS Property, LLC
208 W. El Pintado Road
Danville, CA 94526

With copies to:
Shannon Ball Jones
Shannon B. Jones Law Group
208 W. El Pintado Road
Danville, CA 94526

A Party may change its address listed above by giving the other Party written notice in accordance with this Article IX at least 10 days before the change in address becomes effective. Unless this Agreement expressly provides otherwise, a notice shall be deemed effective on the day it is give if given personally, on the next business day following the date of deposit for overnight delivery, and three business days following the date of mailing if given by registered or certified mail (return receipt requested).

Article X. MISCELLANEOUS.

Section 10.01. No Third Party Beneficiary Rights. This Agreement is not intended nor shall it be construed to create any third party beneficiary rights in any person or entity that is not a Party to this Agreement

Section 10.02. Governing Law and Legal Remedies. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. The Parties acknowledge that

neither the County nor the Developer would have entered into this Agreement had they been exposed to damage claims from the other party for breach thereof. As such, the Parties agree that in no event shall either Party be entitled to monetary damages in the event of a breach of this Agreement by the other Party. Any action to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in Contra Costa County or, in the case of any federal claims, in federal court for the Northern District of California. The legal entities comprising the Developer are jointly and severally obligated to satisfy the obligations of Developer under this Agreement.

Section 10.03. Severability. If any term of this Agreement, or its application to any situation, is held invalid or unenforceable, in a final judgment that is no longer subject to rehearing, review or appeal by a court of competent jurisdiction, then the invalid term is severed, and the remaining parts of this Agreement, and the application of any part of this Agreement to other situations, shall continue in full force and effect.

Section 10.04. Covenants Running with the Land. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, and assigns (including any person or entity acquiring an interest in any portion of the Subject Property or the Project). All of the terms and provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including, without limitation, California Civil Code section 1468.

Section 10.05. Further Acts. Each Party shall execute and deliver any and all additional documents and instruments, and perform such further acts, that the executing, delivering, or performing Party determines, in its sole discretion, to be necessary or proper to achieve the purposes of this Agreement.

Section 10.06. Counterparts. This Agreement, and any and all amendments and supplements to it, may be executed in counterparts, and all counterparts together shall be construed as one document.

Section 10.07. Recordation of Agreement. Not later than ten (10) days after the Parties enter into this Agreement, the Clerk of the Board of Supervisors shall cause this Agreement to be recorded in the Official Records of Contra Costa County. Developer shall reimburse County for the cost to record this Agreement within thirty (30) days after Developer receives County's written request for reimbursement.

Section 10.08. Appeals. Decisions made by the County Director of Conservation and Development pursuant to this Agreement may be appealed by Developer to the Zoning Administrator. The Zoning Administrator's decisions shall be subject to appeal as provided in Article 26-2.24 of the County Ordinance Code.

Section 10.09. Cooperation in the Event of Legal Challenge. In the event of any legal or equitable action or proceeding instituted by a third party challenging the validity of any provision of this Agreement or the procedures leading to its adoption or the issuance of any or all of the Approval or Subsequent Approvals, the Parties agree to cooperate in defending said action or proceeding. Developer shall diligently defend any such action or proceeding and shall bear the litigation expenses of defense, including attorneys' fees. County shall retain the sole option to employ independent defense counsel at Developer's expense. Developer further agrees to hold County harmless from all claims for recovery of the third party's litigation expenses, including attorneys' fees. The requirements of this Section 10.09 are in addition to the requirements of

the Indemnity Agreement. If this Section 10.09 conflicts with the requirements of the Indemnity Agreement, the requirements of the Indemnity Agreement shall prevail. The obligations of this Section 10.09 shall survive the expiration or termination of this Agreement.

Section 10.10. Exhibit. The following exhibit is attached to this Development Agreement and incorporated herein as though set forth in full for all purposes:

EXHIBIT A. Map and Legal Description of the Subject Property.

[Remainder of page left blank - signatures on following pages.]

In witness whereof, the Parties have entered into this Agreement as of the Effective Date.

DEVELOPER:

DWB PROPERTY LLC,
a Nevada limited liability company

By: _____

Print: _____

Title: Managing Member

Date: _____

SS & JS PROPERTIES, LLC,
a California limited liability company

By: _____

Print: _____

Title: Managing Member

Date: _____

SAILBACK, LLC,
a California limited liability company

By: _____

Print: _____

Title: Managing Member

Date: _____

PEGACORN INVESTMENTS, LLC,
a California limited liability company

By: _____

Print: _____

Title: Managing Member

Date: _____

COUNTY:

CONTRA COSTA COUNTY, a political liability
company subdivision of the State of California

By: _____

Print: _____

Title: _____

Date: _____

GNBALLJR PROPERTY, LLC,
a Nevada limited liability company

By: _____

Print: _____

Title: Managing Member

Date: _____

SPARTAN 43, LLC,
a California limited liability company

By: _____

Print: _____

Title: Managing Member

Date: _____

POSITIVELY POWERFUL, LLC,
a California limited liability company

By: _____

Print: _____

Title: Managing Member

Date: _____

NWBF, LLC, a California limited liability company

By: _____

Print: _____

Title: Managing Member

Date: _____

SBNB PROPERTY, LLC,
a Nevada limited liability company

By: _____

Print: _____

Title: Managing Member

Date: _____

SBWB PROPERTY, LLC,
a Nevada limited liability company

By: _____

Print: _____

Title: Managing Member

Date: _____

AS INVESTMENT PROPERTIES, LLC,
a California limited liability company

By: _____

Print: _____

Title: Managing Member

Date: _____

JDS PROPERTY, LLC,
a Nevada limited liability company

By: _____

Print: _____

Title: Managing Member

Date: _____

Approved as to form:
Attorney for Developer

Approved as to form:
Sharon L. Anderson, County Counsel

By: _____

By: _____

Deputy County Counsel

Exhibit

Exhibit A- Map and Legal Description of the Subject Property

EXHIBIT "A"
LEGAL DESCRIPTION – DEVELOPMENT AGREEMENT

REAL PROPERTY IN THE UNINCORPORATED AREA OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL ONE:

PORTION OF LOTS 8 AND 19 AND ALL OF LOT 20, AS DESIGNATED ON THE MAP ENTITLED "MAP OF THE HEMME SUBDIVISION OF WHAT IS KNOWN AS THE FORD TRACT IN THE RANCHO SAN RAMON", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, ON MARCH 4, 1895 IN VOLUME C OF MAPS, AT PAGE 71, AND PORTION OF THE RANCHO SAN RAMON, DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTHEAST LINE OF SAID LOT 19, BEING THE SOUTHEAST LINE OF THE "AVENUE 22' WIDE", AS DESIGNATED ON THE MAP OF THE HEMME SUBDIVISION ABOVE REFERRED TO, AT THE MOST EASTERLY CORNER OF THE 7.225 ACRE PARCEL OF LAND DESCRIBED IN THE DEED FROM FLORA M. JONES TO B.W. RAILEY, ET UX, DATED DECEMBER 29, 1939 AND RECORDED JANUARY 8, 1940 IN VOLUME 535 OF OFFICIAL RECORDS, AT PAGE 213; THENCE FROM SAID POINT OF BEGINNING, SOUTH 47° 45' WEST ALONG SAID SOUTHEAST LINE, 425.71 FEET TO A FENCE LINE, BEING THE WESTERLY LINE OF AN EXISTING ROAD AND FROM WHICH POINT THE MOST SOUTHERLY CORNER OF SAID LOT 19 BEARS SOUTH 47° 45' WEST, 32.61 FEET ALONG SAID SOUTHEAST LINE; THENCE ALONG SAID FENCE LINE, BEING THE WESTERLY LINE OF SAID EXISTING ROAD, AS FOLLOWS: SOUTH 46° 08' 20" EAST, 421.72 FEET; SOUTH 0° 26' 20" WEST 16.95 FEET; SOUTH 45° 26' WEST 443.27 FEET; SOUTH 30° 25' 40" WEST 122.17 FEET; SOUTH 3° 20' 40" EAST 130.22 FEET; SOUTH 2° 26' EAST 119.90 FEET; SOUTH 7° 03' WEST 48.08 FEET; AND SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 170 FEET, THE CENTER OF WHICH BEARS NORTH 78° 43' 20" WEST, 126.04 FEET TO THE SOUTH LINE OF SAID ROAD FROM WHICH POINT THE CENTER OF SAID CURVE BEARS NORTH 35° 57' 20" WEST; THENCE NORTH 76° 46' EAST ALONG SAID SOUTH LINE 73.99 FEET TO THE EAST LINE OF SAID ROAD BEING ALSO ON A FENCE LINE; THENCE ALONG SAID FENCE LINE SOUTH 10° 01' 40" WEST, 12.87 FEET AND NORTH 76° 46' EAST, 64.02 FEET TO A POINT ON THE EAST LINE OF SAID LOT 8 OF THE HEMME SUBDIVISION, SAID POINT BEING NORTH 0° 35' WEST ALONG SAID EAST LINE, 223.96 FEET FROM THE SOUTH LINE OF SAID LOT 8; THENCE SOUTH 0° 35' EAST ALONG SAID EAST LINE, 223.96 FEET TO THE SOUTH LINE OF SAID LOT 8, SAID POINT BEING ALSO THE NORTHEAST CORNER OF THE 11.51 ACRE PARCEL OF LAND DESCRIBED AS PARCEL TWO IN THE DEED FROM MARY O. SCHUELER, ET VIR, TO BOTILDA M. LORENZEN, DATED JANUARY 1, 1922 AND RECORDED FEBRUARY 25, 1922 IN VOLUME 404 OF DEEDS, AT PAGE 432; THENCE CONTINUING SOUTH 0° 35' EAST ALONG THE EAST LINE OF SAID 11.51 ACRE LORENZEN PARCEL, 1148.15 FEET TO THE MOST SOUTHERLY CORNER OF SAID PARCEL; SAID POINT BEING ALSO ON THE WEST BOUNDARY LINE OF THE RANCHO SAN RAMON; THENCE NORTH 38° 08' 25" WEST ALONG THE WEST LINE OF SAID 11.51 ACRE LORENZEN PARCEL AND ALONG THE WEST LINE OF SAID LOT 8 OF THE HEMME SUBDIVISION, BEING ALSO ALONG THE WEST BOUNDARY LINE OF THE RANCHO SAN RAMON, 3293.33 FEET TO A NORTHWEST LINE OF THE 62.95 ACRE PARCEL OF LAND DESCRIBED IN THE DEED FROM MARIE DEAN HUTCHINSON TO B.W. RAILEY, ET UX, DATED SEPTEMBER 21, 1935 AND RECORDED OCTOBER 10, 1935 IN VOLUME 403 OF OFFICIAL RECORDS, AT PAGE 125, SAID POINT BEING ALSO ON THE SOUTHEAST LINE OF THE 9.737 ACRE PARCEL OF LAND DESCRIBED IN THE DEED FROM CLARK INVESTMENT COMPANY TO THE WINTERS COMPANY, DATED MARCH 1, 1934 AND RECORDED APRIL 18, 1934 IN VOLUME 358 OF OFFICIAL RECORDS AT PAGE 144; THENCE NORTH 49° EAST ALONG THE NORTHWEST LINE OF SAID RAILEY PARCEL, 1016.03 FEET TO THE LINE BETWEEN LOTS 8 AND 9, AS DESIGNATED ON THE SAID MAP OF THE HEMME SUBDIVISION; THENCE ALONG SAID LINE, SOUTH 41° EAST, 295.68 FEET, SOUTH 51° WEST, 198 FEET AND SOUTH 39° 45' EAST, 166.32 FEET TO THE LINE BETWEEN LOTS 9 AND 20 OF THE SAID HEMME SUBDIVISION; THENCE NORTH 49° EAST ALONG SAID LINE AND ALONG THE LINE BETWEEN LOTS 10 AND 19 OF SAID HEMME SUBDIVISION, 1059.63 FEET TO THE NORTHEAST LINE OF THE 7.225 ACRE RAILEY PARCEL, (535 OR 213); THENCE SOUTH 41° 15' EAST ALONG SAID LINE, 956.07 FEET TO THE **POINT OF BEGINNING**.

EXCEPTING FROM PARCEL ONE:

THE INTEREST CONVEYED TO CONTRA COSTA COUNTY, "FOR USE AS A PUBLIC HIGHWAY" IN THE DEED FROM BOTHELDA M. LORENZEN, ET VIR, DATED OCTOBER 11, 1936 AND RECORDED NOVEMBER 6, 1936 IN VOLUME 422 OF OFFICIAL RECORDS, AT PAGE 406.

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ALSO EXCEPTING THEREFROM:

ALL THAT PORTION THEREOF DESCRIBED IN THE DEED TO SCOTT & BALL, INC., RECORDED JULY 12, 1962 IN BOOK 4158, PAGE 514, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERN LINE OF SAID LOT 19, BEING THE SOUTHEASTERN LINE OF THE RIGHT-OF-WAY, 20' WIDE, GRANTED TO CONTRA COSTA COUNTY BY INSTRUMENT RECORDED NOVEMBER 6, 1936 IN BOOK 418, AT PAGE 396, OFFICIAL RECORDS, OF SAID COUNTY, AND BEING ALSO THE CENTER LINE OF A ROAD 40' WIDE KNOWN AS CAMILLE AVENUE, WITH THE SOUTHWESTERN LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO ANDREW LLOYD ABROTT, ET UX, RECORDED NOVEMBER 8, 1946 IN BOOK 966 AT PAGE 182, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE SOUTHEASTERN LINES OF SAID LOTS 19 AND 20, SOUTH 48° 26' 49" WEST (BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE 3; RECORD BEARING OF SAID LINE BEING SOUTH 47° 45' WEST) A DISTANCE OF 426.37 FEET; THENCE LEAVING SAID LINE, NORTH 41° 33' 11" WEST 30.00 FEET; THENCE NORTH 84° 35' WEST 273.86 FEET; THENCE NORTH 72° 24' 39" WEST 159.93 FEET; THENCE NORTH 35° 04' 06" WEST 144.75 FEET; THENCE NORTH 72° 44' 40" WEST 171.55 FEET; THENCE SOUTH 52° 43' 49" WEST 182.01 FEET; THENCE NORTH 40° 07' 56" WEST 105.00 FEET; THENCE SOUTH 49° 52' 04" WEST 91.70 FEET; THENCE NORTH 40° 07' 56" WEST 199.31 FEET TO THE NORTHWESTERN LINE OF SAID LOT 20; THENCE ALONG THE NORTHWESTERN LINES OF SAID LOTS 20 AND 19, NORTH 49° 41' 49" EAST 1049.98 FEET TO THE SOUTHWESTERN LINE OF SAID ABROTT PARCEL OF LAND (966 OR 182); THENCE ALONG THE LAST-MENTIONED LINE, SOUTH 40° 33' 11" EAST 955.38 FEET TO THE **POINT OF BEGINNING**.

ALSO EXCEPTING THEREFROM:

ALL THAT PORTION THEREOF DESCRIBED IN THE DEED TO EAST BAY REGIONAL PARK DISTRICT, RECORDED NOVEMBER 12, 1997, IN VOLUME 1997, AT PAGE 00220901.

PARCEL TWO:

A RIGHT OF WAY (NOT TO BE EXCLUSIVE) AS AN APPURTENANCE TO THE TRACT OF LAND DESCRIBED AS PARCEL ONE ABOVE, FOR USE AS A ROADWAY FOR VEHICLES OF ALL KINDS, PEDESTRIANS AND ANIMALS, FOR WATER, GAS, OIL AND SEWER PIPE LINES, AND FOR TELEPHONE, ELECTRIC LIGHT AND POWER LINES, TOGETHER WITH THE NECESSARY POLES OR CONDUITS TO CARRY SAID LINES OVER THE FOLLOWING DESCRIBED PARCEL OF LAND:

PORTION OF LOT 8, AS DESIGNATED ON THE MAP ENTITLED "MAP OF THE HEMME SUBDIVISION OF WHAT IS KNOWN AS THE FORD TRACT IN THE RANCHO SAN RAMON", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, ON MARCH 4, 1895 IN VOLUME C OF MAPS, AT PAGE 71, AND PORTION OF THE RANCHO SAN RAMON, DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTHEAST LINE OF LOT 19, BEING THE SOUTHEAST LINE OF THE "AVENUE 22' WIDE", AS SAID LOT AND AVENUE ARE DESIGNATED ON THE MAP OF THE HEMME SUBDIVISION ABOVE REFERRED TO, DISTANT ALONG SAID SOUTHEAST LINE, NORTH 47° 45' EAST, 32.61 FEET FROM THE MOST SOUTHERLY CORNER OF SAID LOT 19; THENCE FROM SAID POINT OF BEGINNING ALONG A FENCE LINE, BEING THE WESTERLY LINE OF AN EXISTING ROAD AS FOLLOWS: SOUTH 46°08' 20" EAST, 421.72 FEET; SOUTH 0° 26' 20" WEST, 16.95 FEET; SOUTH 45° 26' WEST, 443.27 FEET; SOUTH 30° 25' 40" WEST, 122.17 FEET; SOUTH 3° 20' 40" EAST, 130.22 FEET; SOUTH 2° 26' EAST, 119.90 FEET; SOUTH 7° 03' WEST, 48.08 FEET; AND SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 170 FEET, THE CENTER OF WHICH BEARS NORTH 78° 43' 20" WEST, 126.04 FEET TO THE SOUTH LINE OF SAID ROAD FROM WHICH POINT THE CENTER OF SAID CURVE BEARS NORTH 35° 57' 20" WEST; THENCE NORTH 76° 46' EAST ALONG SAID SOUTH LINE, 73.99 FEET TO THE EAST LINE OF SAID ROAD BEING ON A FENCE LINE; THENCE ALONG SAID EAST LINE AND ALONG THE FENCE LINE AS FOLLOWS; NORTH 10° 01' 40 EAST, 133.93 FEET; NORTH 0° 13' 30" EAST, 89.67 FEET; NORTH 4° 18' WEST, 38.04 FEET; NORTH 9° 17' 30" WEST, 87.58 FEET; NORTH 15° 16' EAST, 97.42 FEET; NORTH 38° 37' 10" EAST, 72.28 FEET; AND NORTH 45° 37' 40" EAST, 453.45 FEET TO THE NORTHEAST LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM BOTHELDA M. LORENZEN, ET VIR, TO B.W. RILEY, ET UX, DATED NOVEMBER 12, 1937 AND RECORDED NOVEMBER 24, 1937 IN VOLUME 449 OF OFFICIAL RECORDS, AT PAGE 245; THENCE NORTH 46° 10' WEST ALONG SAID NORTHEAST LINE,

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450.29 FEET TO THE SOUTHEAST LINE OF LOT 19 OF SAID HEMME SUBDIVISION; THENCE SOUTH 47° 45' WEST ALONG SAID LINE, 15.03 FEET TO THE **POINT OF BEGINNING**.

PARCEL THREE:

PORTION OF LOTS 19 AND 20, MAP OF HEMME SUBDIVISION, FILED MARCH 14, 1895, MAP BOOK C, PAGE 71, CONTRA COSTA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTHWEST LINE OF SAID LOT 19, AT THE MOST WESTERLY CORNER OF LOT 9, AS DESIGNATED ON THE MAP OF SUBDIVISION 2951, FILED JULY 18, 1962, MAP BOOK 88, PAGE 15; THENCE FROM SAID POINT OF BEGINNING ALONG THE EXTERIOR LINE OF THAT TRACT OF LAND DESIGNATED ON SAID MAP OF SUBDIVISION 2951, 88 M 15, AS FOLLOWS: SOUTH 44° EAST, 556.45 FEET; SOUTH 16° 37' 40" WEST, 94.95 FEET; WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 170 FEET, AN ARC DISTANCE OF 92.65 FEET AND SOUTH 31° 41' 56" WEST, 233.81 FEET TO THE SOUTHWEST LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO SCOTT & BALL, INC., RECORDED JULY 12, 1962, BOOK 4158, OFFICIAL RECORDS, PAGE 514; THENCE ALONG THE EXTERIOR LINE OF SAID SCOTT & BALL, INC. PARCEL, AS FOLLOWS: NORTH 35° 04' 06" WEST, 144.75 FEET; NORTH 72° 44' 40" WEST, 171.55 FEET; SOUTH 52° 43' 49" WEST, 182.01 FEET; NORTH 40° 07' 56" WEST, 105 FEET; SOUTH 49° 52' 04" WEST, 91.70 FEET; NORTH 40° 07' 56" WEST, 199.31 FEET AND NORTH 49° 41' 49" EAST, 668.09 FEET TO THE **POINT OF BEGINNING**.

EXCEPTING THEREFROM:

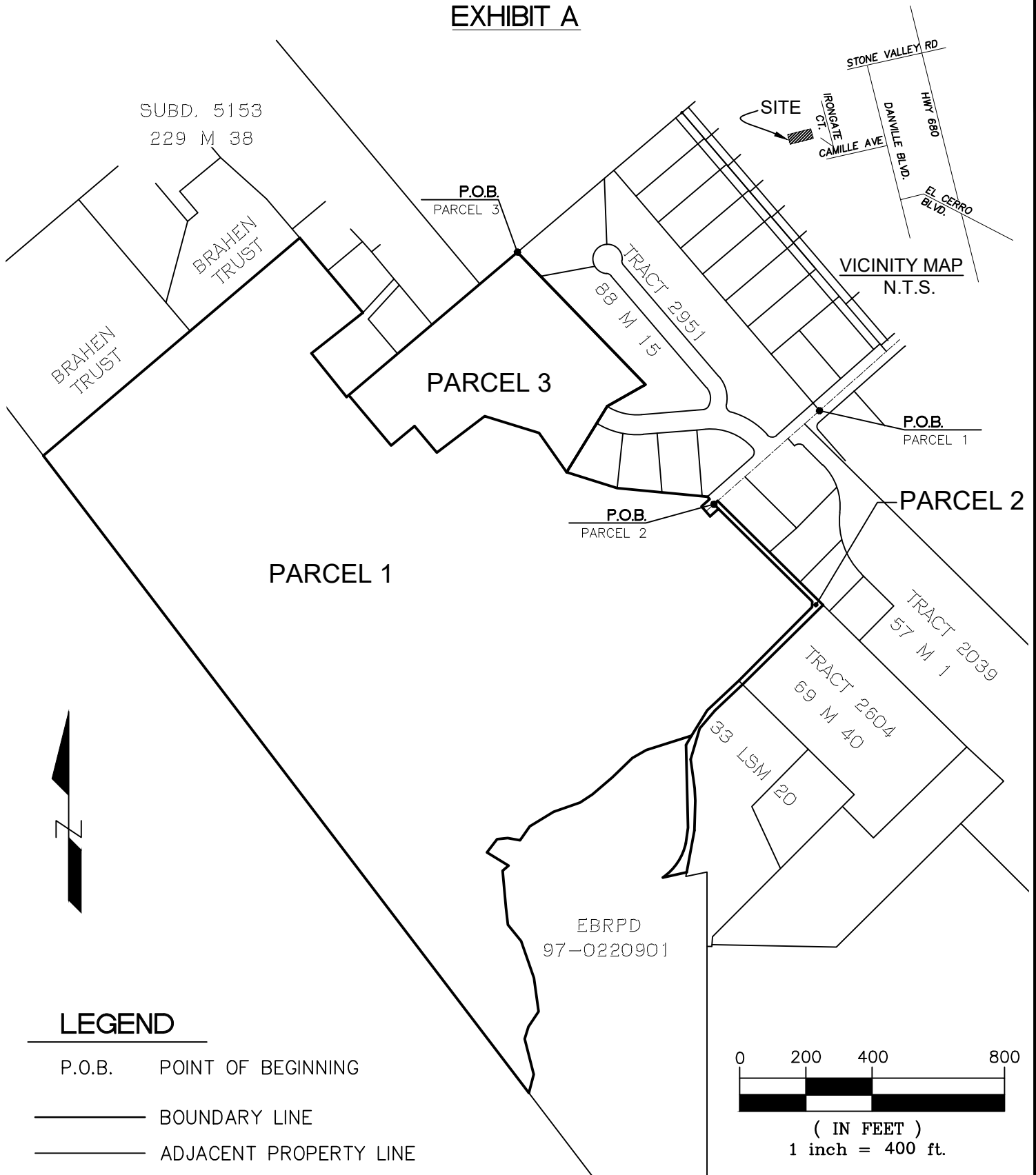
THAT PORTION THEREOF DESCRIBED IN THE DEED TO DENNIS WILLIAM BALL, ET UX, RECORDED JUNE 30, 1970, IN BOOK 6160, PAGE 611, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 12, AS DESIGNATED ON THE MAP OF SUBDIVISION 2951, FILED JULY 18, 1962, MAP BOOK 88, PAGE 15, CONTRA COSTA COUNTY RECORDS; THENCE ALONG THE EXTERIOR BOUNDARY OF THE TRACT OF LAND DESIGNATED ON SAID MAP OF SUBDIVISION 2951, MAP BOOK 88, PAGE 15, AS FOLLOWS: SOUTH 16° 37' 40" WEST 94.95 FEET AND WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 170 FEET; AN ARC DISTANCE OF 92.65 FEET; THENCE LEAVING SAID EXTERIOR BOUNDARY NORTHEASTERLY IN A STRAIGHT LINE TO THE **POINT OF BEGINNING**.

APN: 198-170-008-9, AS TO PARCEL ONE
198-170-006-3, AS TO PARCELS TWO AND THREE

END OF DESCRIPTION

EXHIBIT A



LEGEND

P.O.B. POINT OF BEGINNING

BOUNDARY LINE

ADJACENT PROPERTY LINE

UNICORPORATED CONTRA COSTA COUNTY

CALIFORNIA



Planners
Civil Engineers
Surveyors

Aliquot Associates, Inc.
1390 S. Main St. - Ste. 310
Walnut Creek, CA 94596
Telephone: (925) 476-2300
Fax: (925) 476-2350

Subject BALL ESTATES - BOUNDARY
Job No. 201032 Scale 1" = 400'
By MM Date 8/7/2019 Chkd. VJD
SHEET 4 OF 4