

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

CONTRA COSTA COUNTY  
CONSERVATION AND DEVELOPMENT DEPARTMENT  
30 Muir Road  
Martinez, CA 94553  
ATTN: Assistant Deputy Director, Housing & Community Improvement

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**FIRST AMENDMENT TO REGULATORY AGREEMENT  
AND DECLARATION OF RESTRICTIVE COVENANTS  
MODERATE/LOW/VERY LOW-INCOME HOUSING**

**GALE RANCH IV RESIDENTIAL UNITS,  
A 449-UNIT RENTAL PROJECT**

**By and Between**

**CONTRA COSTA COUNTY**

**and**

**SHAPELL DEER CREEK, LLC**

**OWNER**

**July 1, 2021**

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FIRST AMENDMENT TO REGULATORY AGREEMENT AND  
DECLARATION OF RESTRICTIVE COVENANTS

This first amendment to regulatory agreement and declaration of restrictive covenants (“First Amendment”) is dated as of July 1, 2021, and is between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (“County”), and SHAPELL DEER CREEK, LLC, a California limited liability company (“Owner”).

RECITALS

- A. Owner, as successor-in-interest to Shapell Industries, Inc., a Delaware corporation, and the County are parties to a Regulatory Agreement and Declaration of Restrictive Covenants dated as of October 28, 2014, and recorded in the official records of Contra Costa County on December 1, 2014, as Document No. 2014-0211792-00 (the “Agreement”). Owner owns the Property, which is commonly referred to as Gale Ranch and is more particularly described in Exhibit A to the Agreement. The Property shown on Exhibit B to the Agreement has been designated for commercial use and affordable housing.
- B. Owner, as successor-in-interest to Shapell Industries, Inc., a Delaware corporation, and County, are also parties to (i) that certain Dougherty Valley Affordable Housing Program, dated March 24, 1994, as amended (“Affordable Housing Program”), and (ii) those certain Development Agreements, dated January 11, 1995 and April 8, 1996, respectively (the “Development Agreements”) relating to the Property commonly known as Gale Ranch, as more particularly described in the Agreement. The Agreement, the Affordable Housing Program, and the Development Agreements are the “Gale Ranch Agreements.”
- C. The parties entered into the Agreement voluntarily in furtherance of the Specific Plan, the Affordable Housing Program and the Development Agreements. Under the Development Agreements and the Agreement, Owner agreed to (i) cause at least twenty-five percent of all residential units developed on the Property, i.e., a minimum of 449 units, to be affordable to moderate, low or very low-income households, and (ii) complete construction of the Affordable Units no later than March 31, 2020.
- D. Owner has completed construction of “Deer Creek North,” an apartment complex that includes 264 of the Affordable Units (the “Completed Units”).
- E. The parties originally anticipated that the remaining 185 Affordable Units (the “Pending Units”) would be constructed in the southern portion of the Property on the Identified Property, as defined below.
- F. The parties desire to amend the Agreement to allow Owner more time to satisfy its obligation to construct the Pending Units. The County is willing to extend the time period for compliance in exchange for the assurances set forth in this First Amendment.

The parties therefore amend the Agreement as follows:

#### AGREEMENT

1. Defined terms used but not defined in this First Amendment have the meanings ascribed to them in the Agreement.
2. The defined term, “Affordable Housing Project” is deleted and replaced with the following:

“*Affordable Housing Project*” means the construction and/or rehabilitation, as applicable, of either (1) the Completed Units and the Pending Units on the Property, all of which are for rental to Moderate Income Households, Low Income Households and/or Very Low-Income Households, and which may consist of any combination of Conventional Units, Assisted Living Units, and Congregate Care Units, in accordance with the terms of this Agreement, or (2) the Completed Units on the Property and the Pending Units on the Alternate Site, all of which are for rental to Moderate Income Households, Low Income Households and/or Very Low-Income Households, and which may consist of any combination of Conventional Units, Assisted Living Units, and Congregate Care Units, in accordance with the terms of this Agreement

3. The defined term, “Affordable Units” is deleted and replaced with the following:

“*Affordable Units*” means the residential units constructed on the Property and, if applicable, constructed and/or rehabilitated on the Alternate Site, that are reserved for occupancy by Moderate Income Households, Low Income Households and/or Very Low Income Households.

4. The following defined term is incorporated into the Agreement:

“*Alternate Project*” means the creation of the Pending Units through the construction or rehabilitation of a residential complex that (1) is approved by the County (which approval shall not be unreasonably withheld, conditioned or delayed), and (2) is located on the Alternate Site.

5. The following defined term is incorporated into the Agreement:

“*Alternate Project Regulatory Agreement*” means a regulatory agreement recorded against the Alternate Site that imposes an affordability restriction on the Alternate Site that (i) is substantially similar to this Agreement, (ii) reflects the affordability restrictions applicable to the Alternate Project, (iii) has a term of twenty (20) years, and (iv) incorporates the material covenants of this Agreement.

6. The following defined term is incorporated into the Agreement:



“*Alternate Site*” means the property that is the site of the Alternate Project, which site must be approved by the County, (which approval shall not be unreasonably withheld, conditioned or delayed).

7. The following defined term is incorporated into the Agreement:

“*Amendment Effective Date*” means July 1, 2021.

8. The defined term, “Assisted Living Units” is deleted and replaced with the following:

“*Assisted Living Units*” means the residential units in an Assisted Living Facility that is constructed on the Property or the Alternate Site.

9. The following defined term is incorporated into the Agreement:

“*Completed Units*” has the meaning ascribed to it in Recital D of the First Amendment to this Agreement.

10. The defined term, “Congregate Care Units” is deleted and replaced with the following:

“*Congregate Care Units*” means the residential units in a Congregate Care Facility that is constructed on the Property or the Alternate Site.

11. The following defined term is incorporated into the Agreement:

“*Identified Property*” means the property described in Exhibit F to this Agreement.

12. The following defined term is incorporated into the Agreement:

“*Pending Units*” has the meaning ascribed to it in Recital E of the First Amendment to this Agreement.

13. The defined term, “Qualified Project Period” is deleted and replaced with the following:

“*Qualified Project Period*” means (i) with respect to the Completed Units, the period that begins on November 19, 2019, and ends on November 18, 2039, and (ii) with respect to the Pending Units, the period that begins on the date a Completion Certificate is delivered to the County with respect to the Pending Units, and ends on the date that is twenty (20) years after the date on which at least fifty percent (50%) of the Pending Units are first occupied by tenants that satisfy the definition of a Moderate Income Household, Low Income Household, or Very Low Income Household, as applicable, or such longer period as may be required by public financing of any portion of the Pending Units.

14. The following defined term is incorporated into the Agreement:

“*Start Date*” means the date on which physical construction, installation of equipment or materials or other work on the construction (or rehabilitation, if applicable) of the Pending Units on either the Identified Property or the Alternate Site, as agreed by the parties, begins.

15. The following defined term is incorporated into the Agreement:

“*Substitute Performance*” means Owner executing and recording in the official records of Contra Costa County a grant deed conveying the Identified Property to the County in fee simple absolute.

16. Section 2, Construction and Completion of the Affordable Housing Project, is deleted in its entirety and replaced with the following:

Section 2. Construction and Completion of the Affordable Housing Project. Subject to Section 6, Owner hereby represents as of the Effective Date, and covenants and agrees for the term of the Qualified Project Period, as follows:

(a) Owner shall cause the Start Date to occur no later than July 1, 2023, and will proceed with due diligence to complete the construction (or rehabilitation, if applicable) of the Pending Units. Notwithstanding the foregoing, any delay in the County’s approval of the Alternate Site or the Alternate Project that is caused solely by the County shall delay the Start Date by one day for each day of such County delay.

(b) Owner shall use best efforts to cause the Completion Date to occur not later than two (2) years from and after the Start Date, subject to force majeure delays and other delays beyond the reasonable control of Owner.

(c) The statements made in the various certificates delivered by Owner to County are true and correct.

(d) On the Completion Date, Owner shall submit to County a duly executed and completed Completion Certificate in compliance with the terms of this Agreement, substantially in the form attached hereto as Exhibit E.

(e) Except as otherwise set forth herein, Owner may not take or omit to take, as applicable, any action if such action or omission would in any way prohibit or materially delay the construction of the Affordable Housing Project in a manner consistent with the requirements of this Agreement.

(f) Owner shall file a Certification of Continuing Program Compliance in compliance with the terms of Section 4(f) of this Agreement, substantially in the form attached hereto as Exhibit D.

17. Section 14, Enforcement, is deleted in its entirety and replaced with the following:



Section 14. Enforcement. If Owner fails to cause the Start Date to occur by July 1, 2023, or fails to complete construction (or rehabilitation, if applicable) of the Pending Units by June 30, 2025 (subject to the terms and conditions set forth in this Agreement), or defaults in the performance or observance of any covenant, agreement or obligation of Owner set forth in this Agreement, and if such default remains uncured for a period of sixty (60) days after written notice thereof shall have been given by County to Owner, then County may declare in writing an “Event of Default” to have occurred hereunder; provided, however, that if the default stated in the notice is of such nature that it cannot be corrected within sixty (60) days, such default shall not constitute an Event of Default so long as Owner institutes corrective action within said 60 days and diligently pursues such action until the default is corrected. Following the declaration of an Event of Default hereunder, County may, at its option, take any one or more of the following actions:

(a) If the Start Date does not occur by July 1, 2023, or the Completion Date does not occur by June 30, 2025 (subject to extension for force majeure delays and other delays beyond the reasonable control of Owner):

(i) by mandamus or other suit, action or proceeding at law or in equity, require Owner to perform its obligations and covenants hereunder or enjoin any acts or things which may be unlawful or in violation of the rights of County hereunder;

(ii) demand Substitute Performance; and

(iii) take such other action at law or in equity as County deems necessary or desirable;

provided, however, if the Event of Default is a failure to cause the Completion Date to occur by June 30, 2025, County may not demand Substitute Performance if Owner has begun construction (or rehabilitation, if applicable) and is diligently and in good faith working to complete construction (or rehabilitation, if applicable) as quickly as reasonably possible; and further provided that, notwithstanding anything in this Agreement to the contrary, if County elects to demand Substitute Performance, that election will be deemed a waiver by County of any other remedies County may be entitled to under this Agreement, applicable law, or in equity.

Owner hereby agrees that it has realized the benefits of the Development Agreement and further agrees that if County elects the remedy of Substitute Performance in accordance with the terms and conditions of this Agreement, the conveyance of the Identified Property to County as Substitute Performance is not a penalty but a reasonable method of enabling County to realize the benefits of the Development Agreement. The parties further agree that (a) the amount of loss or damages likely to be incurred by the County if Owner fails to commence the construction of the Affordable Housing Project or the Alternate Project in a timely

manner is incapable or is difficult to precisely estimate, (b) the conveyance of the Identified Property to County bears proportion to and is not plainly or grossly disproportionate to the probable loss likely to be incurred by the County, and (c) the parties are sophisticated business people and have been represented by sophisticated and able legal and financial counsel and negotiated this Agreement at arm's length.

(b) If the Event of Default occurs after the Completion Date:

(i) by mandamus or other suit, action or proceeding at law or in equity, require Owner to perform its obligations and covenants hereunder or enjoin any acts or things which may be unlawful or in violation of the rights of County hereunder;

(ii) have access to and inspect, examine and make copies of all of the books and records of Owner pertaining to the Affordable Housing Project; and

(iii) take such other action at law or in equity as County deems necessary or desirable.

Provided that this Agreement has not terminated, Owner hereby grants to County an ("Option"), after sixty (60) days' written notice to Owner of Owner's default under this Agreement, to lease up to one hundred percent (100%) of the units in the Affordable Housing Project at the rent of \$1.00 per unit per year for the purpose of subleasing such units to Low Income Households and Very Low Income Households, but only to the extent necessary to comply with the provisions of Section 3 and Section 4 of this Agreement. The Option granted in the preceding sentence is effective only if Owner has not instituted corrective action within such 60-day notice period. At the end of the 60-day notice period, County may exercise the Option if Owner has not cured the default or, in the case of a default which cannot reasonably be cured within 60 days, has not commenced such cure and thereafter diligently pursued such cure to completion.

In the event the Option is exercised, then: (i) County shall make diligent efforts to sublease Moderate Income Units, Low Income Units and Very Low Income Units to Moderate Income Households, Low Income Households and Very Low Income Households, respectively, for monthly rental amounts equivalent to those collected from tenants of similar units in the Affordable Housing Project but, provided County exercises such diligent efforts, it will not be required to obtain such rental amounts; and (ii) upon achievement by Owner or County of compliance with the requirements of Section 3 and Section 4 above, County shall assign to Owner any leases of the Moderate Income Units, Low Income Units and Very Low Income Units entered into by County as lessor and shall pay any rent collected pursuant to such leases to Owner after deducting County's reasonable expenses incurred in



connection with such leases, and thereafter any leases between Owner as lessor and County as lessee shall be terminated.

All fees, costs and expenses of County incurred in taking any action pursuant to this Section 14 are the sole responsibility of Owner. The remedies set forth in this Section 14 are County's exclusive remedies for violation of this Agreement.

18. Election of Substitute Performance. Notwithstanding anything in this Agreement to the contrary, if County elects the remedy of Substitute Performance pursuant to Section 14 of the Agreement, then concurrently with the recording of the grant deed for the Identified Property, County shall fully and completely (i) waive any rights or interests it might have under the Gale Ranch Agreements with respect to the Identified Property; and (ii) release Owner and its affiliates, employees, agents, representatives, contractors, successors, and assigns, from any claims, loss, costs, obligations and liabilities whatsoever arising from or relating to the Identified Property that does not explicitly survive the Agreement. Such waiver and release will be documented in a separate written agreement.
19. Ongoing Discussions. Commencing upon the execution of this First Amendment, and prior to the commencement of construction of the Pending Units, the parties agree to meet and confer at reasonable intervals to consider potential alternate uses for the Identified Property, including without limitation the best approach to constructing the Pending Units, and whether they should be constructed on the Identified Property or at an Alternate Site, so as to best serve the needs of the parties and the local community, and to consider further amending the Agreement accordingly. Owner shall not be deemed to be in violation of Section 2(e) of the Agreement to the extent Owner is actively engaged in good faith discussions aimed at constructing the Pending Units as soon as possible.
  - a. The parties may invite the City of San Ramon (the "City") to participate in efforts to consider potential alternate uses of the Identified Property and an appropriate Alternate Site. The parties acknowledge that there is no established process for considering potential alternate uses of the Identified Property and that the process may not be quick or simple.
  - b. In recognition of the time requirements placed on Owner under this First Amendment, if the parties elect to pursue an Alternate Project, Owner will use best efforts to propose the Alternate Project to the County within one (1) year after the Amendment Effective Date. The date the proposal for the Alternate Project is submitted to the County is the "Alternate Project Proposal Date." County will use reasonable efforts to approve the Alternate Project, and, if applicable, the Alternate Site, by no later than five (5) months after the Alternate Project Proposal Date, in order to allow Owner sufficient time to prepare for and commence the Alternate Project by the Start Date. Owner acknowledges that the County's approval process may take several months. County's approval of an Alternate Project will not be unreasonably withheld, conditioned or delayed.



20. Deposit. Upon the execution of this First Amendment, Owner shall deposit \$50,000 with County to cover the costs and expenses reasonably incurred by County in carrying out its rights and obligations under the Agreement, as amended hereby. County shall periodically deliver to Owner invoices or other documentation reflecting such costs and expenses. The County shall refund the unused portion of the deposit to Owner within sixty (60) days following the Completion Date.
21. Assignment. The County may assign this Agreement to the City of San Ramon.
22. Inspections. Promptly following the full execution of this First Amendment by the parties, County agrees to lift the hold on the final inspections and the issuance of certificates of occupancy relating to those certain remaining single-family homes constructed by Toll Brothers or its affiliates, located in the vicinity of the Property, commonly referred to as the Serena Track, Phase IV.
23. Counsel. Each party recognizes that this is a legally binding contract and acknowledges that it has read and understands this First Amendment, is entering into it freely and voluntarily, and has been advised to seek counsel prior to entering into this First Amendment and has had ample opportunity to do so.
24. Conflicting Terms. Except as expressly modified herein, all provisions of the Agreement are unchanged and in full force and effect. In the event of any inconsistencies between the terms of the Agreement and the terms of this First Amendment, the terms of this First Amendment control.
25. Entire Understanding. The recitals set forth above and the exhibits attached hereto are hereby incorporated into this First Amendment. This First Amendment constitutes the entire understanding between Owner and the County with respect to the subject matter of this First Amendment and cannot be changed, except by an instrument in writing signed by both parties.
26. Project Financing. Notwithstanding anything to the contrary set forth in the Agreement, including without limitation Section 9 thereof, if Owner borrows money for the purpose of financing the construction (or rehabilitation, if applicable) of the Pending Units (a "Construction Loan") and the construction is being done in accordance with a plan approved by County, (i) the site on which the Pending Units are to be constructed (or rehabilitated, if applicable) may be encumbered with a deed of trust or other monetary lien in the amount of the Construction Loan in favor of the lender of the Construction Loan (the "Mortgagee") without the prior written consent of County or any successor thereto, (ii) neither the foreclosure, taking of a deed-in-lieu of foreclosure nor the exercise of other remedies by Mortgagee under the documents evidencing and securing the Construction Loan shall result in a default or breach of this Agreement, and (iii) County or any successor thereto shall subordinate the Agreement (or the Alternate Project Regulatory Agreement, if applicable) to such lien. Owner may not otherwise encumber the Identified Property with uncontested monetary liens prior to the Completion Date without the County's prior approval.

[Signatures on Following Page]



IN WITNESS WHEREOF, duly authorized representatives of County and Owner are executing this First Amendment as of the date first above written.

**COUNTY:**

COUNTY OF CONTRA COSTA, a political  
Subdivision of the State of California

By: \_\_\_\_\_  
John Kopchik, Director  
Department of Conservation and  
Development

Approved as to form:

MARY ANN McNETT MASON  
County Counsel


By: \_\_\_\_\_  
Kathleen Andrus  
Deputy County Counsel

**OWNER**

SHAPELL DEER CREEK, LLC,  
a California limited liability company

By: SHAPELL NORCAL RENTAL  
PROPERTIES, LLC, a Delaware  
limited liability company,  
Its Sole Member

By: SHAPELL PROPERTIES, INC.,  
a Delaware corporation  
Its Sole Member

By:   
Name: William P. West  
Title: President

**EXHIBIT A**

**Legal Description of Property**



*Parcel A – SUBDIVISION 9374*

**Real Property** situate in the County of Contra Costa, State of California, and being a portion of Parcel "L" as shown on that certain map entitled "SUBDIVISION 8306 – GALE RANCH", filed on August 1, 2006, in Book 492 of Maps, at Pages 47 - 94, Official Records, Contra Costa County Records, and being more particularly described as follows:

**Beginning** at the northeast corner of Bollinger Canyon Road as described in the Offer of Dedication – for Road Purposes recorded on February 12, 2003 under document number 2003-067350-00, Official Records of said County, same corner being the northerly terminus of the course labelled as "North 35° 30' 46" West – 68.762 meters" and being at the beginning of a curve to the right from which the center bears North 55° 29' 01" West; Thence along the north line of Bollinger Canyon Road for the following two (2) courses: (1) in a southwesterly direction 190.49 feet along the arc of said curve to the right, having a radius of 1711.94 feet and through a central angle of 06° 22' 31", and (2) South 40° 07' 02" West - 16.87 feet; Thence crossing through Parcel "L" for the following nine (9) courses: (1) North 63° 49' 22" West – 167.44 feet, (2) North 31° 37' 51" West – 57.08 feet, (3) North 52° 47' 12" West – 362.78 feet, (4) North 35° 39' 43" West – 207.11 feet, (5) North 29° 29' 48" West – 238.15 feet, (6) North 02° 08' 29" West – 29.92 feet, (7) North 18° 29' 09" East – 159.31 feet, and (8) North 24° 38' 39" East – 151.53 feet, and (9) North 36° 07' 34" East – 84.83 feet to a point on the east line of Parcel "L"; Thence along the east line of the Parcel "L", South 35° 31' 16" E – 1156.33 feet to the **Point of Beginning**.

**Containing** 372,423 square feet of land area, more or less.

**End of Parcel A Description**

*Parcel B – SUBDIVISION 9374*

**Real Property** situate in the County of Contra Costa, State of California, and being a portion of Parcel "L" as shown on that certain map entitled "SUBDIVISION 8306 – GALE RANCH", filed on August 1, 2006, in Book 492 of Maps, at Pages 47 - 94, Official Records, Contra Costa County Records, and being more particularly described as follows:

**Commencing** at a point on the north line of Dougherty Road as described in Offer of Dedication – for Road Purposes recorded on February 12, 2003 under document number 2003-067345-00, Official Records of said County, and being at the southerly terminus of the course labelled as "South 50° 06' 36" West – 2.401 meters"; Thence along the east line of Dougherty Road for the following seven (7) courses: (1) North 50° 07' 05" West – 27.21 feet to the beginning of a curve to the right, and (2) in a northwesterly direction 534.31 feet along the arc of said curve to the right, having a radius of 664.86 feet and through the central angle of 46° 02' 42" for the point of reverse curvature, from which the center bears North 83° 24' 48" West, (3) in a northerly direction 138.80 feet along the arc of said curve to the left, having a radius of 536.28 feet and through the central angle of 14° 49' 47", (4) North 08° 14' 35" West – 121.30 feet to the beginning of a curve to the right, (5) in a northeasterly direction 235.55 feet along the arc of said curve to the right, having a radius of 475.00 feet and through the central angle of 28° 24' 47" to a point of reverse curvature, from which point the center bears North 69° 49' 48" West, (6) in a northwesterly direction 110.81 feet along the arc of said curve to the right, having a radius of 175.00 feet and through the central angle of 36° 16' 48" and (7) North 16° 06' 35" West – 283.79 feet; Thence crossing through Parcel "L" for the following eight (8) courses: (1) North 46° 58' 55" East – 82.57 feet, (2) North 77° 43' 05" East – 149.73 feet, (3) South 59° 42' 08" East – 214.16 feet, (4) North 88° 21' 23" East – 194.15 feet, (5) South 62° 36' 34" East – 79.42 feet, (6) South 35° 32' 22" East – 172.85 feet, (7) South 50° 17' 53" East – 367.52 feet, (8) South 45° 08' 7" East – 311.66 feet to a point on the north line of Bollinger Canyon Road as described in Offer of Dedication – for Road Purposes recorded on February 12, 2003 under document number 2003-067350-00, Official Records of said County, and being at the beginning of a curve to the right from which the center bears North 45° 06' 24" West; Thence along said north line for the following four (4) courses: (1) in a southwesterly direction 214.37 feet along the arc of said curve to the right, having a radius of 1327.90 feet and through the central angle of 09° 14' 59" to a point of compound curvature from which point the center bears North 35° 55' 53" West, (2) in a southwesterly direction 82.39 feet along the arc of said curve to the right, having a radius of 1552.88 feet and through the central angle of 03° 02' 24", (3) South 56° 53' 22" West – 480.65 feet to the beginning of a curve to the left, and (4) in a southwesterly direction 395.86 feet along the arc of said curve to the right, having a radius of 1484.28 feet and through the central angle of 15° 16' 51" to the **Point of Beginning**.

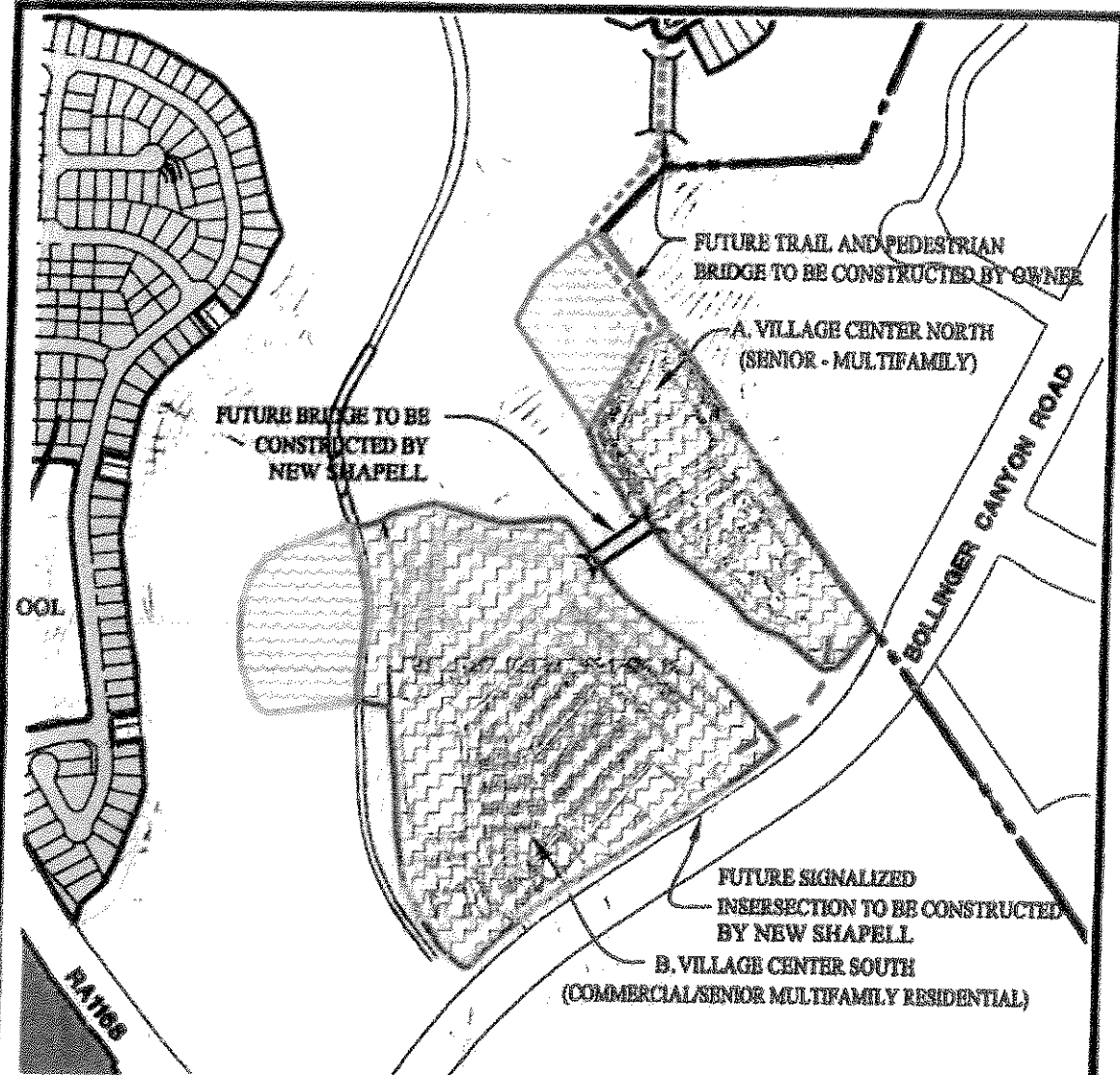
**Containing** 1,037,014 square feet of land area, more or less.

**End of Parcel B Description**










**EXHIBIT B**

**Site Plan for the Property**



**LEGEND**

-  APPROX. AREA TO BE RETAINED BY NEW SHAPELL. PARCEL MAP TO BE DETERMINED WITH SITE PLAN.
-  APPROX. AREA RETAINED BY NEW SHAPELL FOR WATER QUALITY FACILITY FOR AREAS A & B.
-  FUTURE OPEN SPACE AREA TO BE RETAINED BY BUYER.
-  FUTURE BRIDGE TO BE CONSTRUCTED.
-  FUTURE MAIL ROUTE FOR MATERIAL REPORT/EXPORT.
-  FUTURE PEDESTRIAN BRIDGE AND TRAIL.
-  RESIDENTIAL AREA TO BE RETAINED BY OWNER.



**VILLAGE CENTER EXHIBIT**

N.T.S.

REVISED: 11/05/2013

11/05/2013 11:05 AM C:\Users\jreid\OneDrive\Documents\110513\110513.dwg (11/05/2013 11:05 AM)

**Exhibit D**

**Form of Certificate of Continuing Program Compliance**

The undersigned, being the authorized representative of \_\_\_\_\_ (the "Owner") has read and is thoroughly familiar with the provisions of the Regulatory Agreement and Declaration of Restrictive Covenants with the County of Contra Costa.

As of the date of this certificate, the following percentages of completed residential units in the Project (i) are occupied by Moderate, Low or Very Low Income Households (as each such term is defined in the Regulatory Agreement) or (ii) are currently vacant and being held available for such occupancy and have been so held continuously since the date a Moderate, Low or Very Low Income Household vacated such unit; as indicated:

Occupied by Moderate Income Households: \_\_\_\_\_ percent  
Unit Nos. \_\_\_\_\_

Occupied by Low Income Households: \_\_\_\_\_ percent  
Unit Nos. \_\_\_\_\_

Occupied by Very Low Income Households: \_\_\_\_\_ percent  
Unit Nos. \_\_\_\_\_

Held vacant for occupancy continuously since last occupied by Moderate, Low or Very Low Income Household: \_\_\_\_\_ percent  
Unit Nos. \_\_\_\_\_

Vacant Units: \_\_\_\_\_ percent  
Unit Nos. \_\_\_\_\_

The undersigned hereby certifies that the Owner is not in default under any of the terms and provisions of the above documents.

Owner:

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit E**

**Form of Completion Certificate**

The undersigned hereby certifies that all portions of the Project were substantially completed and available either for occupancy or use by tenants in the Project as of

\_\_\_\_\_.

Owner:

By: \_\_\_\_\_

Its: \_\_\_\_\_



**EXHIBIT F**

**DEPICTION AND LEGAL DESCRIPTION OF IDENTIFIED PROPERTY**

ALL THAT REAL PROPERTY IN THE CITY OF SAN RAMON, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL A OF PARCEL MAP SUBDIVISION MS 19-0001, FILED \_\_\_\_\_, 202\_\_\_\_  
IN BOOK \_\_\_\_\_ OF PARCEL MAPS, PAGES \_\_\_\_\_, INCLUSIVE, OFFICIAL  
RECORDS.

APN: 222-270-048 (PORTION)

### BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS MAP IS DETERMINED BY FOUND MONUMENTS ON BOLLINGER CANYON ROAD AS SHOWN ON RECORDS OF SURVEY RS 3434, FILED JULY 2, 2010, IN BOOK 143 OF LICENSED SURVEYORS' MAPS AT PAGE 3 IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY; THE BEARING BEING N56°53'51"E.

### REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) SUBDIVISION 9374 (521 M 48)
- (2) SUBDIVISION 7976 (436 M 29)
- (3) SUBDIVISION 8306 (492 M 47)
- (4) RECORD OF SURVEY 3434 (143 LSM 3)
- (5) RESOLUTION 2008-96 (2008-0108016)
- (6) OFFER OF DEDICATION (2003-61345)
- (7) IRREVOCABLE OFFER OF DEDICATION (2019-0155926)

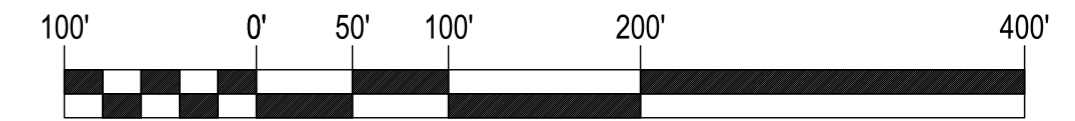
# PARCEL MAP SUBDIVISION MS 19-0001

BEING A SUBDIVISION OF PARCEL B, AS SHOWN ON SUBDIVISION 9374, FILED NOVEMBER 13, 2014, IN BOOK 521 OF MAPS, PAGE 48, CONTRA COSTA COUNTY RECORDS  
CONTRA COSTA COUNTY, CALIFORNIA



SAN RAMON (925) 866-0322  
SACRAMENTO (916) 375-1877  
WWW.CBANDG.COM

CIVIL ENGINEERS SURVEYORS PLANNERS  
SCALE: 1" = 100' OCTOBER 2020



### LEGEND

- SUBDIVISION BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- ADJOINER LOT LINE
- EASEMENT LINE
- CENTERLINE
- (T) TOTAL
- (R) RADIAL BEARING
- FOUND STANDARD STREET MONUMENT
- SET 5/8" REBAR AND CAP OR NAIL AND TAG LS 7960
- EVAE EMERGENCY VEHICLE ACCESS EASEMENT
- PAE PRIVATE ACCESS EASEMENT
- PSDE PRIVATE STORM DRAIN EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- SNF SEARCHED, NOT FOUND
- SSE SANITARY SEWER EASEMENT
- TE TRAIL EASEMENT
- WLE WATERLINE EASEMENT

PARCEL A  
(521 M 48)

PARCEL A  
9.34 AC±

PARCEL C  
6.18 AC±

PARCEL B  
6.83 AC±

PARCEL D  
1.46 AC±

LINE TABLE		
NO	BEARING	LENGTH
L1	N50°06'36"W	27.21'
L2	N35°30'46"W	155.38'
L3	N35°30'46"W	191.72'
L4	N56°53'51"E	27.69'
L5	N54°52'28"W	26.00' (R)
L6	N54°29'14"E	26.00'
L7	N35°30'46"W	171.34'
L8	N35°30'46"W	155.38'
L9	N35°31'53"W	12.00'
L10	N54°28'20"E	60.94'
L11	N35°30'46"W	28.65'
L12	N35°30'46"W	30.00'
L13	N54°29'14"E	12.00'
L14	N35°30'46"W	126.00'
L15	N54°29'14"E	6.00'
L16	N35°30'46"W	47.54'
L17	N54°28'32"E	78.94'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	536.28'	14°50'19"	138.89'
C2	175.00'	36°16'48"	110.81'
C3	1723.75'	2°44'23"	82.42'
C4	536.28'	8°00'37"	74.98'
C5	536.28'	6°49'42"	63.91'
C6	1177.50'	9°18'50"	191.41'
C7	1222.50'	10°20'42"	220.73'
C8	1476.70'	4°26'43"	114.57'
C9	213.00'	23°29'25"	87.33'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C10	124.00'	94°54'12"	205.39'
C11	287.00'	17°08'42"	85.88'
C12	666.01'	6°28'14"	75.21'
C13	666.01'	7°49'56"	91.04'
C14	150.05'	50°30'09"	132.26'
C15	124.00'	49°38'28"	107.43'
C16	200.00'	17°45'19"	61.98'
C17	200.00'	11°54'05"	41.54'
C18	1152.50'	3°27'36"	69.60'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C19	1247.50'	10°22'21"	225.84'
C20	1190.58'	9°18'48"	193.52'
C21	1209.50'	3°44'38"	79.03'
C22	201.52'	16°35'28"	58.35'
C23	202.00'	11°50'04"	41.72'
C24	1197.81'	1°51'16"	38.77'
C25	1326.77'	0°31'20"	12.10'
C26	1326.77'	3°37'44"	84.03'