# Department of Conservation and Development

## County Planning Commission

## Wednesday, September 30, 2020, 6:30 P.M.

**STAFF REPORT** **Agenda Item #_____**

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| **Project Title:** | Tassajara Parks Project |
| **County File(s):** | GP07-0009, RZ09-3212, SD10-9280, DP10-3008 |
| **Applicant:** | FT Land LLC |
| **Owners:** | FT Land LLC, Meach LLC, BI Land LLC, and TH Land LLC |
| **Zoning:** | Exclusive Agricultural District (A-80), Planned Unit (P-1) |
| **General Plan:** | Agricultural Lands (AL) |
| **Site Address/Location**: | Project Site: approximately 155-acre property adjacent to Tassajara Hills Elementary School (APN: 220-100-023) (Northern Site) and approximately 616 acres (comprised of three existing parcels) located between the eastern extent of the Alamo Creek Subdivision and Camino Tassajara (APNs: 206-030-065, 223-020-018, 223-020-021), and the Tassajara Hills Elementary School (APN: 220-660-059) (Southern Site) |
| **California Environmental Quality Act (CEQA) Status:** | A Final Environmental Impact Report (FEIR) has been prepared and was distributed on September 14, 2020. The EIR identified significant and unavoidable impacts that could not be mitigated to a less than significant level. The EIR also identified potentially significant environmental impacts, for which feasible mitigation measures have been incorporated into the project to reduce the impacts to less than significant levels. |
| **Project Planner:** | Sean Tully, Principal Planner (925) 674-7800<br>Will Nelson, Principal Planner (925) 674-7791 |
| **Staff Recommendation:** | Recommend that the Board of Supervisors certify the FEIR and Approve the Project (See Section II for Details) |

## I. PROJECT SUMMARY

The Tassajara Parks Residential Project includes construction of 125 single-family residential homes on a 30-acre portion of the Project Site. The Project also includes dedication of a majority of the Project Site (approximately 727 acres) to the East Bay Regional Park District (EBRPD) for the permanent protection and preservation for open

space, park, recreation and other non-urban uses as further described below. The project is described more fully below in this staff report and in Section 2.0 of the RDEIR.

The Planning Commission will consider and make recommendations on the following Project components:

- A change of the Urban Limit Line to include a 30-acre Residential Development Area;

- Map amendments to the Land Use Element of the General Plan by way of amending the land use map to designate the project site as Single-Family Residential, High Density (SH), Parks and Recreation (PR), and Public/Semi-Public (PS) designations;

- A rezoning of the Project Site to a project-specific Planned Unit (P-1) district;

- A Development Agreement between Contra Costa County and FT Land LLC;

- A Vesting Tentative Map to subdivide the Residential Development Area into 125 single-family residential lots, as well as multiple other open space and special use parcels;

- A Preliminary and Final Development Plan to allow the construction of the Tassajara Parks Project with associated roadway, infrastructure improvements, habitat improvements, and grading activities of approximately 300,000 cubic yards for site preparation and mitigation of landslide hazards;

- A Tree Permit to allow the removal of up to 19 code-protected trees, subject to applicable mitigation;

- Exceptions from the following provisions of Title-9 (Subdivisions);

    a. frontage improvements and pavement widening
    b. streetlights within one mile of an existing school
    c. frontage improvements on the side or sides of the roadway adjacent to the subdivision
    d. sidewalks within one mile of an existing school
    e. placement of overhead utility distribution facilities underground
    f. collect and convey drainage standards

The Project also includes the following:

- An Agricultural Preservation Agreement between Contra Costa County, the City of San Ramon, and the East Bay Regional Park District;

- Offsite circulation improvements at the Tassajara Hills Elementary School Parking Lot under independent agreement with the San Ramon Valley Unified School District; and

- Conveyance of land to the East Bay Regional Park District.

## II. RECOMMENDATION

Staff recommends that the County Planning Commission:

1. OPEN the public hearing on the Tassajara Parks Project, RECEIVE testimony, and CLOSE the public hearing.

2. RECOMMEND that the Board of Supervisors:

    a. CERTIFY that the environmental impact report prepared for the Tassajara Parks Project was completed in compliance with the California Environmental Quality Act (CEQA), was reviewed and considered by the Board of Supervisors before Project approval, and reflects the County's independent judgement and analysis.

    b. CERTIFY the environmental impact report prepared for the Tassajara Parks Project

    c. ADOPT the attached CEQA Findings, Mitigation Monitoring and Reporting Program, and statement of overriding considerations for the Project.

    d. ADOPT a resolution amending the General Plan to change the Urban Limit Line to include the Project's 30-acre residential development area and to change the land use designation of the Project Site to single-family residential, high density (SH); parks and recreation (PR); and public/semi-public (PS) (County File #GP13-0003).

    e. ADOPT an ordinance rezoning the Project Site from an exclusive agricultural district (A-80) to a planned unit (P-1) district (County File #RZ09-3212).

    f. ADOPT an ordinance approving the proposed Development Agreement between Contra Costa County and FT Land LLC.

    g. APPROVE the Vesting Tentative Map for the Project (County File #SD10-9280).

    h. APPROVE the Preliminary and Final Development Plan for the Project and the associated tree permit (County File #DP10-3008).

    i. APPROVE the findings in support of the Project.

    j. APPROVE the Project conditions of approval.

    k. APPROVE the Tassajara Parks Project.

## III. GENERAL INFORMATION

A. Environment and Site Description: The Tassajara Parks Project Site consists of approximately 771 acres of land within the Tassajara Valley area of unincorporated Contra Costa County. The Project Site comprises four separate parcels that are located along a stretch of Camino Tassajara, just east of the City of San Ramon and Town of Danville limits.

The Project Site consists of two areas. The Northern Site is approximately 155 acres and is composed of one parcel identified as Assessor's Parcel Number 220-100-023. The Northern Site is surrounded by Mount Diablo State Park and other undeveloped land to the north; rural residences, undeveloped land, and Finley Road to the east; Camino Tassajara to the south, and Tassajara Hills Elementary School and residences of the Blackhawk community to the west.

The Southern Site is located less than 0.5 miles to the south and is composed of three parcels and approximately 616 total acres. The Southern Site is bounded by undeveloped land, horse stables, and rural residences to the north; Camino Tassajara, rural residences, a swim school, and a fire training facility to the east; and undeveloped land to the south and west.

The 10-acre Tassajara Hills Elementary School site is located immediately west of the Northern Site, and is proposed to be improved as part of the Project. These adjacent parking lot improvements unrelated to the residential element of the Project are proposed to ease existing traffic circulation and parking issues on the school property. These are off-site ancillary improvements that have been voluntarily offered by the applicant as an additional community benefit, and thus the 10-acre school site is not included as part of the 771-acre Project Site listed above.

B. Project Site (Approximate Acreage):

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| 1. Northern Site | 155 Total |
| • Residential Development Area | 30 |
| • Preservation Area | 101 |
| • Non-Urban Development Area | 24 |
| 2. Southern Site | 616 Total |
| • San Ramon Valley Fire Parcel | 7 |
| • Preservation Area | 609 |

C. Project Description: The proposed Project includes the following initial discretionary approvals by the County:

1. General Plan Amendment (Urban Limit Line Change): Change to the Urban Limit Line to include the 30-acre Residential Area of the Northern Site. This area will incorporate the proposed 125 residential lots and related urban improvements.

2. General Plan Amendment (Land Use Change): Amendment to the Land Use Map of

the Land Use Element by way of changing the existing Agricultural Lands (AL) designations of the Project Site to Single-Family Residential, High Density (SH), Parks and Recreation (PR), and Public/Semi-Public (PS) designations.

3. Rezoning: Rezoning of the existing Exclusive Agricultural (A-80) zoning districts within the Project Site to a new project-specific Planned Unit (P-1) district.

4. Vesting Tentative Map: Vesting Tentative Map to subdivide the Project Site into 125 single-family residential lots, open space parcels, a community park parcel, a detention basin parcel, a pedestrian staging area parcel, a sanitary sewer pump station parcel, and a San Ramon Valley Fire Protection District parcel.

5. Development Plan: Preliminary and Final Development Plan to allow the construction of the Tassajara Parks Project with associated roadway, infrastructure, utility, and school parking lot improvements consisting of the following elements:

   - Up to 125 single-family residential lots
   - Community Park
   - Pedestrian Staging Area
   - Sanitary Sewer Pump Station
   - Stormwater Detention Basin
   - Roadway Dedications along Camino Tassajara and Finley Road
   - Parking Lot Improvements to Tassajara Hills Elementary School under independent agreement with San Ramon Unified School District
   - Earth moving activities consisting of approximately 300,000 cubic yards

6. Tree Permit: Tree permit to allow the removal of up to 19 trees.

7. Development Agreement: Development Agreement between Contra Costa County and FT Land LLC.

Following County approval of the above referenced entitlements, the Project will also involve subsequent approvals including, among others, the following:

8. Geologic Hazard Abatement District (GHAD): Annexation of approximately 125 acres of the Northern Site into the Dougherty Valley GHAD to address geologic hazards as permitted under Public Resources Code section 26500 *et seq*.

9. Land Transfer to East Bay Regional Park District (EBRPD): Convey 118 acres of Northern Site and 609 acres of Southern Site to the (EBRPD) via fee simple transfer. The foregoing approximately 727 acres of land are referred to as the Dedication Area, collectively. This fee simple conveyance to the EBRPD will ensure that the Dedication Area is protected and preserved in perpetuity for the following non-urban uses only: agriculture, open space, parks, recreation, scenic uses, wetland preservation and creation, and habitat mitigation.

10. Trail Easement: Grant of a perpetual trail easement to the EBRPD over a portion of the Northern Site.

11. San Ramon Valley Fire Protection District (SRVFPD) Parcel: Offer of dedication of a 7-acre portion of the Southern Site to the San Ramon Valley Fire Protection District for future public use (this has already been offered; if not accepted pursuant to the terms of the Contingent Offer of Dedication, this parcel will be dedicated to EBRPD).

12. Agricultural Preservation Agreement: In addition, related thereto but separate therefrom, the County, the City of San Ramon, and EBRPD are each considering an Agricultural Preservation Agreement for preservation of land in the Tassajara Valley area of the County for agriculture, open space, wetlands, parks, recreation, and other non-urban land uses pursuant to the terms set forth therein.

D. General Plan: The Tassajara Parks Project Site is located within an Agricultural Lands (AL) General Plan land use designation.

E. Zoning: The Tassajara Parks project site is located within an Exclusive Agricultural District (A-80) zoning district.

F. California Environmental Quality Act (CEQA): The CDD determined that an EIR was required for the Project and distributed a Notice of Preparation (NOP) on May 27, 2014. A revised NOP was distributed on June 11, 2014, to reflect changes to the project description, including the elimination of a proposed waterline between the Northern and Southern Sites and the elimination of the proposed Fire Training Facility at the Southern Site. The Draft EIR (DEIR) was released for public review on May 12, 2016, and was available for public review and comment for a period of 68 days, through July 18, 2016. A public hearing to receive comments on the DEIR was held before the Zoning Administrator on June 6, 2016.

In response to comments received during the public comment period for the DEIR, additional environmental analysis was completed for the Project. A Recirculated Draft EIR (RDEIR) was released for public review on September 29, 2016, and was available for public review and comment for a period of 63 days, through November 30, 2016. A public hearing to receive comments on the RDEIR was held before the Zoning Administrator on November 14, 2016.

The Responses to Comments/Final EIR and attached appendices (collectively, FEIR) was published and distributed on September 14, 2020. The EIR (which consists of the RDEIR and attached appendices and the FEIR) identifies significant unavoidable impacts that would occur if the Project is implemented. The EIR also identifies potentially significant environmental impacts that would occur if the Project is implemented, and recommends feasible mitigation measures that would reduce those impacts to less than significant levels. All mitigations are included within the Mitigation Monitoring and Reporting Program, which describes the timing and responsibility for monitoring compliance with all mitigation measures. All mitigation measures are included in the recommended conditions of approval.

## IV. SUMMARY OF ENVIRONMENTAL IMPACTS

A. The EIR identifies environmental impacts that would occur if the Project is approved and

implemented. Even after the implementation of all feasible mitigation measures, some impacts would not be reduced to a less than significant level. Therefore, the following impacts are identified as being significant and unavoidable.

1. Adopted Air Quality Plan Consistency: Since the Project would not achieve the per capita annual GHG emissions threshold of 4.6 $MTCO_2e$/SP/yr established by the BAAQMD even after the application of all feasible mitigation measures, the Project would result in a significant and unavoidable impact with respect to conflicts with the GHG Reduction Goal of the BAAQMD's Clean Air Plan. Mitigation is proposed requiring the implementation of feasible emissions reduction measures; however, these measures would not reduce emissions to less than significant levels.

2. Greenhouse Gas Operational Emission Threshold: The Project would exceed the BAAQMD's threshold of 4.6 $MTCO_2e$/SP/yr for operational emissions due to sources including, but not limited to, vehicular traffic, on-site combustion of natural gas, off-site generation of electrical power, energy required to convey water and wastewater, and emissions associated with the hauling and disposal of solid waste. Mitigation is proposed requiring the implementation of feasible emissions reduction measures; however, these measures would not reduce emissions to less than significant levels.

3. Existing Plus Project Freeway Operations: The Project would contribute vehicle trips to certain freeway segments that would operate at unacceptable Level of Service (LOS) standards under Existing Plus Project Conditions. Mitigation is proposed; however, it would not fully reduce the impacts to a less than significant level.

4. Near-Term Plus Project Freeway Operations: The Project would contribute vehicle trips to certain freeway segments and one intersection that would operate at unacceptable LOS levels under Near Term Plus Project Conditions. Mitigation is proposed; however, it would not fully reduce the impacts to a less than significant level.

5. Cumulative Plus Project Freeway Operations: The Project would contribute vehicle trips to certain freeway segments and intersections that would operate at unacceptable levels under Cumulative Plus Project Conditions. Mitigation is proposed; however, it would not fully reduce the impacts to a less than significant level.

6. Congestion Management Plan: The Project would contribute vehicle trips to certain Congestion Management Plan facilities that would operate at unacceptable levels. Mitigation is proposed; however, it would not fully reduce Project impacts to a level of less than significant.

B. The EIR identifies environmental impacts that would occur if the Project is approved and implemented. Potentially significant impacts that can be mitigated to less than significant levels were identified in the EIR in the following areas: Air Quality/Greenhouse Gas Emissions; Biological Resources; Cultural Resources; Geology, Soils, and Seismicity; Hazards and Hazardous Materials; Hydrology and Water Quality; Land Use, Population and Housing; Noise; Transportation and Traffic; and Utilities and Service Systems.

1. Air Quality: Construction and operation of the Project has the potential to: violate an air quality standard or contribute substantially to an existing or projected air quality violation; result in a cumulatively considerable net increase in any criteria pollutant for which the Project region is nonattainment under an applicable Federal or State ambient air quality standard; expose sensitive receptors to substantial pollutant concentrations; and generate direct and indirect GHG emissions that would result in a significant impact. All of the potentially significant impacts listed above can be mitigated to a less than significant level.

2. Biological Resources: Construction of the Project has the potential for having an adverse effect on special-status plant and wildlife species; and adversely affecting federally protected wetlands. All of the potentially significant impacts listed above can be mitigated to a less than significant level.

3. Cultural Resources: Construction of the Project has the potential for resulting in substantial adverse changes in the significance of previously undiscovered historical resources; substantial adverse changes in the significance of a previously undiscovered archaeological resource; directly or indirectly destroying a unique paleontological resource or site or unique geological feature; and disturbing human remains. All of the potentially significant impacts listed above can be mitigated to a less than significant level.

4. Geology, Soils, and Seismicity: Construction of the Project has the potential for exposing people or structures to potential substantial adverse effects involving seismic hazards; substantial soil erosion or the loss of topsoil; being located on an unstable geologic unit or soil; and being exposed to hazards associated with expansive soils. All of the potentially significant impacts listed above can be mitigated to a less than significant level.

5. Hazards and Hazardous Materials: Construction of the Project has the potential for creating a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials. This potentially significant impact can be mitigated to a less than significant level.

6. Hydrology and Water Quality: Construction and operation activities associated with the Project have the potential to degrade surface water quality in downstream water bodies. This potentially significant impact can be mitigated to a less than significant level.

7. Land Use, Population, and Housing: Construction and operation activities associated with the Project have the potential to conflict with applicable East Bay Municipal Utility District annexation policies adopted for the purposes of avoiding or mitigating an environmental effect. This potentially significant impact can be mitigated to a less than significant level.

8. Noise: Construction activities and operation of the Project have the potential for exposing persons to or the generation of noise levels in excess of standards established in the local General Plan, noise ordinance, or other applicable standards of other agencies; and resulting in a substantial temporary or periodic increase in

ambient noise levels in the Project vicinity. All of the potentially significant impacts listed above can be mitigated to a less than significant level.

9. Transportation and Traffic: Operation of the Project has the potential for substantially increasing hazards due to a design feature or incompatible use. This potentially significant impact can be mitigated to a less than significant level.

10. Utilities and Service Systems: Operation of the Project has the potential for resulting in a need for additional water supplies, additional treatment capacity, or additional distribution facilities. This potentially significant impact can be mitigated to a less than significant level.

The attached CEQA Findings summarize the environmental determinations about the Project's significant impacts before and after mitigation, summarizes the Project's individual and cumulative impacts, and includes a statement of overriding consideration for those impacts that could not be reduced to a less than significant level. All mitigation measures will be implemented through the conditions of approval.

Public Comment: Multiple pieces of correspondence (letters and emails) were received during the public comment periods for the DEIR and RDEIR, as was oral testimony during public hearings held by the Zoning Administrator to receive comments on the DEIR and RDEIR. The County also received public comments prior to the application being deemed complete and throughout the application review process. The County is only required to respond to those comments that raised significant environmental issues and that were received during the public comment periods for the DEIR and RDEIR, as well as those received during the public hearings held to accept comments; those responses are included and responded to in the Final EIR. All other comments have been attached to this report for review and consideration by the County advisory body and final decision-makers (Planning Commission and Board of Supervisors). However, in the interest of being fully responsive and to facilitate full disclosure, the County determined, in its discretion, that it would voluntarily respond to the original comments provided in connection with the DEIR raising substantial environmental concerns, and comments received in connection with the RDEIR; this is the case even if certain comments are duplicative. Accordingly, the County prepared responses to comments on the DEIR and the RDEIR that raised environmental issues, as set forth in more detail in the FEIR.

## V. STAFF ANALYSIS AND DISCUSSION

A. General Plan:

Urban Limit Line and 65/35 Land Preservation Standard: As explained in more detail below, the County's General Plan includes a 65/35 Land Preservation Plan, which limits urban development to no more than thirty-five percent (35%) of the land in the County and requires that at least sixty-five percent (65%) of the land in the County be preserved for agriculture, open space, wetlands, parks, and other nonurban uses ("65/35 Land Preservation Standard").

Among other things, Measure C-1990 (approved by the County's voters) established

the County's Urban Limit Line ("ULL") to implement and enforce the 65/35 Land Preservation Standard. The Measure C-1990 ULL was subsequently incorporated into the County General Plan and County Ordinance Code. In 2004, County voters approved Measure J. Among other things, Measure J required the County and all cities within the County to have a voter-approved urban limit line, developed and maintained in accord with the "Principles of Agreement for Establishing the Urban Limit Line" (collectively, "Principles"), to receive the sales tax proceeds from Measure C-1988. In November 2006, County voters approved Measure L. Among other things, Measure L: (1) extended the term of the 65/35 Land Preservation Standard to December 31, 2026; and (2) required a four-fifths (4/5) vote of the Board (after making one or more specified findings based on substantial evidence) and voter approval to expand the ULL by more than thirty (30) acres.

The Project includes a proposal to expand the ULL to include the 30-acre Residential Development Area on the Northern Site (as those terms are defined in the Project's EIR). Changes to the ULL are governed by the County's ULL policies that implement the voter-approved ULL and are reflected in Chapters 1 and 4 of the General Plan and in Chapter 82-1 of the Contra Costa County Ordinance Code. Section 82-1.018 of the County Code provides that a proposal to expand the ULL by 30 acres or less does not require voter approval, but requires approval by a four-fifths vote of the Board after a public hearing and making one or more of specified findings. One such finding is that a majority of the cities that are party to a preservation agreement and the county have approved a change to the urban limit line affecting all or any portion of the land covered by the preservation agreement. As described in the Project Findings, the County, the City of San Ramon, and the EBRPD are considering entering into a preservation agreement that would support the finding.

<u>Precedent for Repeated ULL Modifications</u>: Approval of this Project or the Preservation Agreement will not directly facilitate any future change to the ULL. Any future proposal to change the ULL must comply with the requirements found in the County's General Plan and Ordinance Code.

Moreover, and as more fully discussed in the Project's EIR, additional acreage would not be "at risk" of being moved inside the ULL with approval of the Project for the following reasons:

1. Most of the privately-owned parcels abutting the ULL in the area of the project site are inherently unsuitable for urban development due to significant physical constraints;

2. The Project includes growth-deterring components that are unique to the Project Site through the dedication of hundreds of acres of land to public entities for preservation in perpetuity. The publicly-owned and/or controlled lands will abut approximately 1.5 miles of the adjusted ULL boundary in the Tassajara Valley. The Project will essentially create a physical "green buffer" along portions of the ULL boundary that will effectively preclude opportunities for future ULL expansions in this area of the County.

3. Many properties that have been identified as purportedly "at risk" of being pursued

for inclusion within the ULL are already government-owned and/or controlled.

Land Uses: The entire Project Site is located within an Agricultural Lands (AL) General Plan Land Use designation. As part of the proposed Project, the applicant seeks approval of a General Plan Amendment to change the 30-acre Residential Development Area to a Single-Family Residential High Density (SH) designation, the 7-acre San Ramon Valley Fire Protection District portion in the Southern Site to a Public/Semi-Public (PS) designation, and the remaining portions of the Project Site to a Parks and Recreation (PR) designation.

The primary uses permitted within the SH designation are detached single-family residences, accessory structures, and duplexes or duets in specified areas with conventional zoning. Secondary uses typically considered to be compatible include home occupations, small residential care and childcare facilities, places of worship, accessory dwelling units, and other uses and structures incidental to the primary uses. The Project proposes the construction of 125 single-family residences, a sanitary sewer pump station, community park, and related on-site street, utility and landscaping improvements within the 30-acre area to be designated as SH, which will be substantially consistent with the permitted land uses.

The PS designation allows for a wide variety of public and private uses including, but not limited to, libraries, fire stations, schools, and public and private transportation and utility corridors. The 7-acre portion of land within the Southern Site that has been contingently offered to the SRVFPD will be designated as PS. This property has been offered for the SRVFPD's future use in a manner that is consistent with the ULL. The SRVFPD has not yet accepted this contingent offer of dedication nor has it identified a potential future use or timeline for development of this property. However, if and when the District decides to pursue development on this property, a discretionary land use permit approval from the County would be required (as described in the proposed P-1 zoning). If this offer is not accepted by the SRVFPD, then the parcel will be dedicated to EBRPD.

Land uses deemed appropriate for establishment within the PR designation are passive and active recreation-oriented activities, and ancillary commercial uses such as snack bars, and restaurants. The primary improvements proposed within the PR-designated areas of the Northern Site include constructing the Pedestrian Staging area, a pedestrian trail, community park, and detention basin. No urban development is proposed for the PR-designated portion of the Southern Site as part of the Project. Only park, recreation, open space, scenic, agriculture, grazing, wetland preservation and creation, and habitat mitigation land uses will be permitted under the proposed General Plan land use designations and P-1 zoning, as further reflected in the recommended conditions of approval and future conservation easement and conveyance instrument to the EBRPD.

Density: The SH designation allows for densities between 5.0 and 7.2 single-family units per net acre. Based on the net acreage of 22.40 acres and the proposal for 125 single family lots, the proposed density for the SH-designated portion of the Northern Site is 5.58 units per net acre. There are no density standards applicable within the PS and PR designations. Based on the above, the density of the proposed Project will

be consistent with the allowed range detailed in the County General Plan.

Property Size: The General Plan Land Use Element indicates that sites within the SH designation can range up to 8,729 square feet. Lots within the 30-acre Residential Development Area will range between 5,000 and 12,744 square feet in area, with 26 of those lots exceeding the listed range. Although the General Plan provides a range of property sizes for the SH designation, it is simply a discussion of the lot sizes that are anticipated in the designation based on the density range, and not a hard standard that prohibits development beyond the range. Additionally, a majority of the proposed lots (approx. 79%) will be 8,729 square feet or less. Both the PR and PS designations lack discussion of a desired or anticipated property size for the designation since residential uses are not permitted within these land use designations.

Implementation Measure 3-h (Job/Housing Balance): The General Plan states development applications for residential developments of 100 or more units must address the impact of that development upon the subregional jobs/housing balance (Land Use Implementation Measure 3-h).

The proposed Project includes the construction of 125 single-family homes and related improvements with substantial park, recreation, and open space components in the Tassajara Valley area of unincorporated Contra Costa County. The Central County Region had an estimated 193,693 households and 230,950 jobs in 2010 per the Association of Bay Area Government (ABAG) Projections 2013. To meet the jobs/housing goals provided by ABAG, the Central County area is anticipated to add an additional 41,761 households and 79,924 jobs by 2040. The proposed Project contributes to the anticipated housing development in the Central County subregion.

Specific Area Policies: The Land Use Element of the County General Plan provides policies for specific geographic areas of the unincorporated County. These specific area policies focus on providing additional policies that pertain to the unique characteristics and needs of each identified area. Pursuant to Figure 3-2 of the County General Plan, the Project Site is not located within any of the identified specific policy areas.

Growth Management Element: The Growth Management Element of the General Plan establishes measures of effectiveness and requirements for the analysis of circulation impacts associated with new land developments. Trip generation calculations for development projects are typically based on resources and methodology contained in the Institute of Transportation Engineer's (ITE) publication. However, as explained more fully in the Project EIR, more conservative trip generation rates, provided by the Town of Danville, were used for analyzing the residential element of this Project. Since the ITE lacks similar uses in their Trip generation manual, trip generation rates for the pedestrian staging facility was based on a conservative number of associated parking spaces. The total daily trip generation rate for the Project was 1,632 (including consideration of the formerly proposed equestrian staging area, which no longer is included as part of the Project), which necessitated a Traffic Impact Study (TIS).

The Growth Management Program (GMP) of the County General Plan utilizes Level of Service (LOS) data to analyze traffic service standards within the County. LOS is a

grading system which qualitatively characterizes traffic conditions associated with varying levels of traffic ranging from LOS-A indicating free-flow traffic conditions, to LOS-F indicating congested conditions where traffic flows exceed design capacity and result in long ques and delays. Policy 4-2 of the GMP indicates that new development shall be deferred unless infrastructure can be provided which meets the traffic LOS and performance standards outlined in Table 4-1, or otherwise assured. Furthermore, Table 4-1 of the GMP identifies minimum traffic standards based on specific land use types. Based on the proposed higher density and relatively small lot configuration, the Growth Management Element identifies the Residential Development Area of the Project Site as an "Urban" area. Pursuant to Table 4-1 (Growth Management Performance Standards) of the GMP, the Peak Hour LOS for "Urban Areas" such as the Project Site shall be a LOS Level of High D or better. As discussed in Section 3.12.6 (Project Impacts and Mitigation Measures) and shown in Table 3.12-7 (Existing Plus Project Conditions Intersection Delay and LOS) of the RDEIR, the Project would generate new trips that would contribute to unacceptable operations at two intersections. Even after incorporation of a mitigation requiring the payment of Tri-Valley Transportation Development (TVTD) fees to contribute to the construction of planned freeway and roadway improvement in the surrounding area, this impact could not be reduced to a less than significant level and thus is considered as a significant and unavoidable impact of the Project.

The Growth Management Element of the County General Plan requires that new developments demonstrate that fundamental utilities and services can be provided to support the proposed project. Accordingly, the availability of services such as fire protection and police protection, as well as the availability infrastructure for water, sanitary sewer, drainage, and recreational services are analyzed during the application review process.

- Fire Protection: As explained more fully in the Project EIR, the Project Site is in an area served by the San Ramon Valley Fire Protection District (SRVFPD). The County and the SRVFPD have communicated throughout the application review and CEQA review portions of the Project. The Project EIR analyzed the SRVFPD's capability to serve the Project Site, and found that there would be no need for the construction of new or expanded facilities. This was based on a nominal anticipated increase in calls for fire protection and emergency medical services, close proximity (0.35 miles) of Station #36, sufficient site access for emergency, and the likeliness that response time goals provided for within the General Plan can be met.

- Police Protection: As explained more fully in the Project EIR, the Project Site is in an area of the County served by the County Sheriff's Office. The population increase of 375 people anticipated for the Project represents less than one percent of the Sheriff's Office current service population and would only result in a nominal increase in calls for law enforcement. In addition, throughout DCD's communication with the Sheriff's Office on the Project, there has been no indication that the Project would result in the need for new or expanded Sheriff facilities in order to maintain acceptable service ratios, response times, or other performance objectives.

- Water: The Project Site is not currently located within the service area of a public water supplier, but is physically adjacent to the service area for the East Bay Municipal Utility District (EBMUD). To ensure the availability of water for the Project, the applicant has proposed to aide EBMUD by funding accelerated or expanded off-site "Level-E" water conservation measures within EBMUD's existing service area. The accelerated conservation would in turn offset the additional EBMUD water demand created by the Project. EBMUD has not defined a timetable for implementation of Level E measures since this would be heavily dependent upon the availability of funding, among other considerations; nor did it identify specific funding source(s) for same; therefore, acceleration of the implementation of these measures through funding provided by the Project proponent would allow EBMUD to accommodate the estimated Project water demand through its existing supply in a manner that would otherwise not occur.

  A Water Supply Evaluation (WSE) has been administered, and has found that a water demand between 47.9 and 91.7 acre-feet per year (AFY) will be created by the Project. EBMUD's Water Supply Management Program (WSMP) 2040 contains Level-E conservation measures that, when implemented, could provide water conservation of 2 million gallons per day (mgd) above that which is needed to serve the Project. This water supply strategy is contingent upon Contra Costa LAFCO approval of annexing the Project Site into the EBMUD service area, and the EBMUD Board's approval of an agreement between EBMUD and the applicant to fund the Level-E accelerated conservation measures. Funding will be defined in part by the conservation offset that would be negotiated with EBMUD, and which would be subject to the approval of the EBMUD Board of Directors. The WSE indicates there is sufficient water available to meet Project demands during normal, single dry, and multiple dry water years. Because delivery of this water supply will require the approval of other public agencies (i.e., EBMUD and LAFCO), the Project is conditioned to require that all such approvals be obtained prior to proceeding with development. To further ensure impacts are fully mitigated and taking into account the foregoing, the County has conditioned the Project such that the Project developer will be required to enter into the above-referenced binding agreement with EBMUD that provides for the Project to fully accommodate its identified demand at a minimum of 56.3 AFY or the amount ultimately confirmed by EBMUD, whichever is greater. The County also has conditioned the Project on requiring specified water conserving features and limits on total demand to be included as enforceable provisions in the Project's CC&Rs, and that penalties could be levied against individual homeowners for violating these provisions to help ensure compliance. This is consistent with the method successfully used in the Alamo Creek development.

- Sanitary Sewer: The Project Site is not currently located within the service area of a public sanitary sewer provider, but is physically adjacent to the service area of the Central Contra Costa Sanitary District (CCCSD). As explained more fully in the Project EIR, the CCCSD Sanitary District Treatment Plant (SDTP) has a permitted treatment capacity of approximately 53.8 million gallons per day (mgd), and actively treats an average of approximately 45 mgd. The

Project is estimated to demand approximately 0.04 mgd once fully operational. This increase would represent less than 0.5 percent of the SDTP's available 8.8 mgd of available treatment capacity. Based on the above, the Project would not require expansion or the construction of new wastewater treatment facilities. The Project includes an on-site pump station and a new underground connection that would link the Residential Development Area to an existing eight-inch sewer line located within Camino Tassajara. The implementation of this public sanitary sewer service design is contingent upon Contra Costa LAFCO approval to annex the Project Site in to the CCCSD service area.

- Drainage: The majority of the Project Site would be left undeveloped, and thus the existing drainage patterns in those areas would not be modified. Construction of the proposed residences, streetscape improvements, and the Pedestrian Staging Area will require the installation of a new on-site storm drainage system. The new drainage system will consist of street gutters, inlets, basins, and underground piping that will convey runoff to the proposed drainage detention basin. In addition, drainage from the hillside north of the Residential Development Area will be collected and conveyed to the proposed detention basin via a concrete V-ditch. Any outfall or overflow from the detention basin will drain to an existing swale along Camino Tassajara and metered to pre-project levels in accordance with all applicable standards and requirements. With implementation of the storm drainage system described above and as explained more fully in the EIR, the Project will not result in a need for new or expanded unplanned off-site storm drain facilities.

- Recreational Services: The California Department of Parks and Recreation, the East Bay Regional Parks District, County, and incorporated cities in the vicinity of the Project Site each maintain state, County, or local parks, trails, and/or community recreational facilities throughout the County for public use. To ensure sufficient recreational areas are established to serve the County, the General Plan's Growth Management Element and the County Ordinance Code (Section 920-6.202) require three acres of neighborhood parks and recreational facilities per 1,000 members of the population.

  Alternatively, Section 920-6.204 of the County Ordinance Code allows a development to provide a fee in lieu of land dedication or provision of on-site park and recreational facilities. In addition to the Project's dedication of approximately 727 acres in fee to the EBRPD to be permanently protected and preserved for open space, park, recreation and other non-urban uses, as a condition of the project (COA #28), the applicant will be required to pay a per unit Park Dedication/Impact fee prior to the issuance of building permits for any residence.

  Agencies such as the SRVFPD, Contra Costa County Sheriff, SRVUSD, EBMUD, and CCCSD were consulted, and these agencies have provided information and guidance as to the procedures and improvements required as part of the project to ensure their services can be provided to the Project. Further discussion and details pertaining to the consulted agencies and their ability to provide services for the Project are provided in Sections 3.11 (Public

Services & Recreation) and 3.13 (Utilities and Service Systems) of the RDEIR, relevant sections of the FEIR, and Growth Management Findings Section of this staff report.

Traffic and Circulation Element: As part of the Project, various on-and off-site improvements and dedications will be made to accommodate the additional circulation and access demands created by the proposed Project. Camino Tassajara would be modified at the intersection with the Mustang Soccer Complex to include a new fourth access along the northern edge of the roadway. The fourth access, identified as "A" Street, would serve as the primary entrance to the Residential Development Area and the pedestrian staging area. An internal network of two-lane streets is proposed for access to the 125 residential lots, and additional dedications and minor improvements are proposed along Camino Tassajara and Finley Road for improved functionality and safety. Lastly, the applicant has also proposed off-site modifications to the configuration of the Tassajara Hills Elementary School parking lot to improve access from Camino Tassajara and circulation on the property during the busy student pick-up and drop-off times.

In part, the purpose of the Traffic and Circulation Element is to assure that the transportation system of the County will have adequate capacity to serve planned growth within the County for the near future. To achieve this purpose, the Traffic and Circulation Element consists of numerous policies and implementation measures that help guide development at both the project and policy levels. The Project consists of on- and off-site physical improvements along Camino Tassajara and Finley Road, which are intended to increase safety, accommodate additional demand created by the Project, and to minimize adverse impacts to the County's roadway network in the area of the Project.

The traffic analysis evaluated the Project for its potential to contribute to unacceptable traffic operations under Existing Plus Project, Near-Term Plus Project, and Cumulative Plus Project scenarios. The analysis determined that the Project-generated traffic will impact traffic operations in the Project vicinity, some of which will still allow for intersection and freeway segment operation that are within acceptable LOS standards. However, the study also found that in Near-Term Plus Project and Cumulative Plus Project scenarios, the Project will either result in unacceptable operations or further contribute to existing unacceptable operations. These scenarios will be in conflict with applicable regulatory thresholds of the County General Plan, as well as those of CalTrans and the Contra Costa Transportation Authority, and thus are characterized under CEQA as significant impacts. As such, mitigations will be imposed on the Project to better align the proposed development with the purpose and goals of the Traffic and Circulation Element, and to mitigate those impacts to the extent feasible.

Further details regarding the Project's consistency with applicable policies and implementation measures of the Transportation and Circulation Element can be found in RDEIR Section 3.12.

Housing Element: The Housing Element of the County General Plan has two purposes, which are to 1) provide an assessment of both current and future housing needs and constraints in meeting these needs; and 2) to provide a strategy that

establishes housing goals, policies, and programs. To implement and address the County's housing needs and challenges, there are seven focus areas that are identified. The seven focus areas pertain to providing adequate housing sites, development of affordable housing, easing governmental constraints to housing investment, improving housing and neighborhoods, preserving assisted housing developments, promoting fair and equal housing opportunities, and encouraging energy conservation. Some of the goals associated with these areas of focus are implemented at the regional level, policy level, program level, or for existing developments, and thus would not be applicable at the project level for a new development such as the Tassajara Parks Project. However, as part of the County's review of the Project, compliance with the three applicable goals were analyzed.

- Providing adequate housing sites: The Residential Development Area will consist of up to 125 single-family residential lots. The lots will range in size from 5,000 square feet to approximately 12,744 square feet in area, which will be more than adequate to accommodate a typical single-family residence with additional yard area. Each lot will be located in a portion of the Residential Development Area that is relatively flat, and thus no major grading will be required in order to create building pads. The lots will all have direct access from one of the internal streets proposed as part of the Project, which also provide easy access to the Camino Tassajara public roadway and public transit corridor. Lastly, each lot will have direct connections to public utilities such as water, sanitary sewer, and electricity.

- Assisting in the development of affordable housing: The Project is subject to the County's Inclusionary Housing Ordinance (Section 822-4) that is in effect on the Effective Date of the Development Agreement, which requires a residential development of 125 for-sale units to reserve a minimum of fifteen percent of the for-sale units (18.75 units) to be constructed and sold as inclusionary units, or units that are sold at an affordable sales price to households meeting certain criteria. However, as afforded under Section 822-4.404 (In-lieu Fee) of the ordinance, the applicant has elected to exercise the option of paying a non-refundable in-lieu fee of $484,361.25. This fee will be paid directly to the County prior to issuance of the first building permit, and deposited into a fund designated for the purchase of land and construction of affordable housing within the County.

- Encouraging energy conservation: The County's Climate Action Plan (CAP) is designed to reduce local greenhouse gas (GHG) emissions while improving community health. The CAP consists of a GHG reduction strategy that is an implementation measure structured around six topics, one of which is Energy Efficiency and Conservation. To assist planning staff with implementation of the GHG Reduction Strategy, the CAP includes a development checklist (Appendix-E) which, when completed, identifies a project's consistency with the CAP. Among others, the checklist includes the following standards that pertain to energy efficiency:

    i. Installation of high-efficiency appliances and insulation to prepare for the statewide transition to zero net energy.
    ii. New residential and non-residential development will meet the standards to be solar ready as defined by the California Building Standards.

iii. New single-family houses and multi-family units with private attached garages or carports will provide prewiring for EV charging stations inside the garage or carport.

The Project will be conditioned (COA #42) to require that staff of the County Building Inspection and Community Development Divisions verify compliance with the Appendix-E standards mentioned above, prior to approval of building permits for the proposed residences. Furthermore, California Code of Regulations Title 24 (Part 6, Energy Code) and Title 20 (Appliance Efficiency Regulation) will also apply to residence design at the project site.

Safety Element: Since the Safety Element has the potential for affecting land use policies within the County, the policies, goals, and implementation measures of the Safety Element are closely coordinated with that of the Land Use Element. For example, seismic safety considerations in an area may be cause for additional consideration with respect to lowering density or altering design standards on hillsides. During the environmental review phase of the Project, existing characteristics of the site were analyzed by the County to identify potential safety hazards. In addition, agencies including, but not limited to the County Sheriff, SRVFPD, and County Health Services Department, reviewed the Project during the environmental review phase to determine the potential existence of safety risks. There has been no indication from the reviewing agencies that the proposed Project would result in a significant safety hazard associated with the services and regulations under their purview. County staff's analysis and as further described in the EIR, determined that fire protection response times, facility capacity to serve, and compliance with other General Plan standards will not be adversely impacted due to the proximity of the SRVFPD Station #36, and the applicant's requirement to pay applicable development impact fees. The Project has also been conditioned (COA #30) to require that an annual special tax be assessed on each residential lot of the development to maintain and augment the law enforcement services to be provide by the County Sheriff's Department.

Noise Element: The Noise Element of the County General Plan discusses, among other things, the County's goal of improving the overall environment in the County by reducing annoying and physically harmful levels of noise. Figure 11-6 (Land Use Compatibility for Community Noise Environments) of the Noise Element categorizes ambient noise levels up to 60 dBA (A-weighted decibels) $L_{dn}$ (day-night average level) as being "normally acceptable" for single-family land uses, levels between 60 and 70 dBA $L_{dn}$ as being "conditionally acceptable", and levels above 70 dBA $L_{dn}$ as being "normally or clearly unacceptable". Furthermore, Figure 11-6 indicates that new development should only be undertaken in areas with "conditionally acceptable" levels after a detailed noise analysis has performed, and necessary noise reduction features have been included in the design.

With respect to the Project's potential noise impacts on the surrounding environment, the Project EIR found that construction activities could result in temporary worst-case construction noise levels ranging up to 78.9 $L_{eq}$ (equivalent continuous sound level) and 77.2 dBA $L_{max}$ (maximum noise level) at the property boundary of the Northern Site. To mitigate these potential noise impacts in compliance with the Noise Element, Mitigation Measure NOI-1a pertaining to the equipment type, timing, and geographic

location of construction activities, will be imposed on the Project.

In addition to the noise impacts the Project could have on the nearby sensitive receptors, the Project EIR also analyzed the potential for impacts to future residents of the Project as a result of ambient noise levels from the surrounding land uses as well as on- and off-site traffic. A Roadway Construction Noise Model (RCNM) developed by the Federal Highway Administration (FHWA) was used to predict traffic-related noise conditions in the vicinity of the Project Site. The model predicted that the Northern Site would be exposed to traffic noise levels ranging up to approximately 68.8 dBA $L_{dn}$ at fifty feet from the centerline of the nearest travel lane of Camino Tassajara, and approximately 67.5 dBA $L_{dn}$ as measured from the nearest proposed residential property line which is 68 feet from the centerline of Camino Tassajara. As mentioned above, these levels are less than 70 dBA $L_{dn}$, and thus would be considered as "conditionally acceptable" for a new residential development.

In addition to the Noise Element's identification of noise level compatibility on a land use basis, it also provides for a standard outdoor noise level of 60 dBA $L_{dn}$ (Policy 11-2) for residential areas, and an interior noise level of 45 dBA $L_{dn}$ or less for new single family projects. The FHWA noise model predicts that the noise levels from the centerline of Camino Tassajara would attenuate from 68.8 dBA $L_{dn}$ down to below 60 dBA $L_{dn}$ at a distance of approximately 216 feet. Therefore, any residence located less than 216 feet from the centerline of Camino Tassajara would be subject to exterior noise levels in excess of that which is considered to be "normally compatible" for new single-family development. The combination of walls, doors, windows, and other standard construction compliant with California building code will provide an exterior-to-interior noise reduction of 15 dBA with windows open, and approximately 25 dBA with the windows closed. As such, any residences constructed per applicable building code standards and at least 216 feet from the centerline of Camino Tassajara will be consistent with the interior and exterior noise standards discussed above. For those residences within that 216 foot area, Mitigation Measure NOI-1b requiring alternate forms of ventilation (such as air conditioning) will be imposed on the Project to allow for the closure of windows for prolonged periods, in order to achieve the 25 dBA $L_{dn}$ of attenuation. This will reduce the interior noise levels for these residences to a 45 dBA $L_{dn}$ or less. For compatible exterior noise levels on properties within the 216 foot distance, the County has conditioned (COA #70) the Project such that it will be required to construct a wall along the Camino Tassajara frontage, as designed and deemed necessary by an acoustical specialist, to reduce outdoor noise levels on all residential lots within 216 feet of the centerline of Camino Tassajara, to a level of 60 dBA $L_{dn}$ or lower.

B. <u>Zoning</u>:

The applicant proposes to rezone the entire Project Site to a project-specific Planned Unit (P-1) zoning district. If approved, the new P-1 district will allow for flexibility of applicable development standards, provided that substantial consistency with the General Plan as well as the intent of the County Ordinance Code, is maintained with respect to public health, safety, and general welfare. Currently, the Project Site is undeveloped and located entirely within an Exclusive Agricultural District (A-80), which is very limited with respect to land uses unrelated to the raising of crops or livestock, that

can be established. However, the Project Site is immediately adjacent to urban areas of Danville and Blackhawk, which help to ensure compatibility between these adjacent areas and the Project. The Project Site is also located along Camino Tassajara, which is a major roadway providing direct access to Interstates 580 and 680, as well as public transit routes. Allowing the Project Site to be rezoned and developed under the proposed P-1 district will allow for development in a manner substantially similar to that of the areas immediately surrounding the Project. The 125 residences proposed for the 30-acre Residential Development Area will continue the single-family residential character of the adjacent Blackhawk and Alamo Creek developments, and provide much needed housing for the County. Approximately 727 acres of the Project Site will be dedicated in fee to the EBRPD for the permanent protection and preservation of these lands for non-urban uses including park and recreational uses (including a connecting trail and a staging area), and as open areas intended for agricultural, preservation, and other non-urban uses. The Project-specific P-1 district will also dictate that these areas be utilized and developed only in a manner that is consistent with the EBRPD's Master Plan, adopted and amended by their Board.

Residential Lots:

The Project includes an application for approval of a vesting tentative subdivision map, which will allow the creation of up to 125 residential lots and other special use lots within the designated 30-acre Residential Development Area. The proposed lots will range in size from 5,000 square feet to approximately 12,744 square feet in area, and will be developed with single-family residences constructed in compliance with the design standards of the project-specific P-1 district. The floor plan designs will consist of at least four floor plan elevations, and the applicable setbacks, yards, and building heights will vary based on the size and location characteristics of each lot. Except as explicitly modified by the design standards of the P-1 district, development of the residential lots will be guided by standards set forth in the R-6 Single-Family Residential zoning district.

C. **Traffic and Circulation**

The Northern Site of the subject subdivision takes access from Camino Tassajara. The northeast corner of the Northern Site has frontage along Finley Road. The Southern Site has frontage along the south and west side of Camino Tassajara. The original right of way width of Camino Tassajara in 1891 was 66-feet (one surveyor's chain) and included angle points. Over the intervening period, the County acquired additional right of way to accommodate various road improvement projects and subdivisions. The County Ordinance Code requires dedication of the ultimate right of way in accordance with the General Plan and roadway classifications as defined in said Code. Per the current General Plan and its predecessor, it is planned to have a basic right of way width of 100 feet to accommodate 4 lanes of traffic, bike lanes/shoulders, a median and stormwater treatment facilities. The configuration and alignment of Camino Tassajara as shown on the Vesting Tentative Map along the Northern Site satisfies these requirements. As for the Southern Site, a more detailed alignment study along the frontage will need to be prepared as part of the final map process for County review to confirm right of way dedication needs to meet the General Plan and Code requirements. This would generally be 50 feet west of the ultimate centerline alignment, with possible additional widening at the intersections with Highland and Johnston Roads.

The County Ordinance Code also requires construction of frontage improvements along the frontage of all County roads. Frontage improvements include pavement widening, longitudinal and transverse drainage facilities appurtenant to the roadway improvements, signage, striping, safety improvements and undergrounding of overhead utilities. Within certain zoning districts or proximity to schools, frontage improvements also include curb, sidewalk and streetlights. The latter requirements would be applicable to the entire Northern Site.

In addition to Camino Tassajara, a portion of the subdivision fronts Finley Road. Finley Road is a 21-foot wide road in a 50-foot easement. It is planned to be a 40-foot road in a 60-foot right of way. The Applicant will be required to dedicate a 30-foot half width right of way consistent with the previous dedication on the adjacent southern parcel. This width shall be adjusted accordingly to eliminate the angle points in the existing easement. The minimum centerline radius required for arterial streets per the County Ordinance Code is 650 feet. Said Code also requires construction of a 20-foot wide half-width street along the Project frontage of Finley Road.

The project's Recirculated Draft Environmental Impact Report (RDEIR) cites several mitigation measures relative to traffic impacts resulting from this Project. These have been included in the recommended conditions of approval (attached) and noted with the corresponding mitigation measure cross-reference (MM TRANS-XX).

Taking into consideration that only a relatively small 30-acre portion of the Project Site is proposed to be developed and the vast majority of the Project Site will remain undeveloped and outside the Urban Limit Line, the applicant is seeking several exception requests (as referenced above); the standards for which the applicant is seeking these exceptions are focused on roadway and related improvements that are not typically imposed on rural subdivisions such as the Project. These include:

- Section 96-14.002 Improvement of County Streets
- Chapter 96-6 Street Lighting
- Section 96-12.202 Conditions Requiring Curbs
- Section 96-8.402 Locations (Sidewalks)
- Chapter 96-10 Underground Utilities
- Section 914-2.004 Offsite Collect and Convey Requirements

Support for these exception requests are included in responses to the three required findings prescribed by the Ordinance Code. As explained more fully in the attached findings, the basis for the requested exceptions focus on the following: the typical standards, which are intended for urban development, should not be applied to improvements beyond the ULL, and would otherwise be inconsistent with County precedent relative to road improvements in agricultural areas and the goal of maintaining the general vicinity in its rural residential nature. In general, Public Works is not opposed to the granting of these exceptions provided the exceptions specify the limits as to where these exceptions are applicable.

The Vesting Tentative Map includes off-site access modifications and improvements to the parking lot serving Tassajara Hills Elementary School immediately west of the

subdivision. These improvements including signal modifications will need to be coordinated with the School District, State Department of General Services (DGS) - Division of the State Architect, and the County Public Works Department.

D. **Drainage**

Division 914 of the County Ordinance Code requires that all storm water entering and/or originating on the Project Site to be collected and conveyed, without diversion and within an adequate storm drainage system, to an adequate natural watercourse having a definable bed and banks or to an existing adequate public storm drainage system which conveys the storm waters to an adequate natural watercourse. Storm waters on the Northern Site originate in the hillside to the north and generally sheet-flow southerly to a tributary of Tassajara Creek north of Camino Tassajara. This tributary flows southeasterly, parallel with Camino Tassajara, where it joins Tassajara Creek east of Finley Road.

With the residential development of the Northern Site, the Applicant proposes to install a detention basin to reduce overall peak flow rates to 20% below existing runoff rates and provide the necessary hydromodification required per the applicable provisions of the County's Stormwater Management and Discharge Control Ordinance (see below). Said detention basin shall be designed and constructed in accordance with the applicable County Flood Control District's Detention Basin Guidelines. This basin will NOT be maintained by the County. The GHAD or an alternate maintenance entity approved by the Public Works Department will accept this facility for maintenance.

The September 3, 2019 exception requests previously referenced include an exception from Section 914.2.004 "Offsite collect and convey requirements" citing the mitigation provided by the detention basin and the desire to maintain the existing drainage pattern which sustains existing jurisdictional wetlands. Considering the significant overall reduction in runoff resulting from the proposed detention basin, Public Works is not opposed to the granting of this exception.

Chapter 914-14,- "Rights of Way and Setbacks," of the County Subdivision Ordinance is applicable to the Project and requires relinquishment of "development rights" over that portion of the site that is within the structure setback area of adjoining creeks. This requirement would be applicable to portions of the Northern Site near Finley Road, as well as two Tassajara Creek tributaries that traverse the Southern Site.

E. **Stormwater Management and Discharge Control**

A Stormwater Control Plan (SWCP) is required for applications if at least 10,000 square feet of area can be identified for development. A SWCP was received March 1, 2016 for the review and approval of the Public Works Department, in compliance with the Stormwater Management and Discharge Control Ordinance (§1014), and the County's Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) Permit. This report has been deemed "preliminarily complete".

A portion of the Southern Site has been offered for dedication to the San Ramon Valley

Fire Protection District for possible future development. If this 7-acre parcel is accepted and subject to future development, a separate Stormwater Control Plan specific to that development will be required concurrent with the land use permit process that would be considered by the County in connection therewith.

Provision C.10, Trash Load Reduction, of the County's NPDES permits requires control of trash in local waterways. To prevent or remove trash loads from municipal storm drain systems, trash capture devices shall be installed in catch basins (excludes those located within a bioretention/stormwater treatment facility). Devices must meet the County's NPDES permits and their design and location must be approved by the Public Works Department.

F. **Flood Plain management**

A small portion of northeast corner of the Northern Site lies within the Special Flood Hazard Area (SFHA) as delineated on the Flood Insurance Rate Map prepared by FEMA. In the event any structures or utilities are constructed within the SFHA, they would be subject to the applicable special requirements outlined in the County's Floodplain Management Ordinance and applicable FEMA Technical Bulletins.

G. **Lighting District Annexation**

The Project Site is not annexed into the lighting district. The Applicant will be required, as a condition of approval (COA #103), to annex into the Community Facilities District (CFD) 2010-1 formed for the Countywide Street Light Financing.

H. **Area of Benefit Fee Ordinance**

The Applicant will be required to comply with the applicable requirements of the Bridge/Thoroughfare Fee Ordinance for the South County, Tri-Valley Transportation, Southern Contra Costa (SCC) Sub Regional and SCC Regional Areas of Benefit as adopted by the Board of Supervisors.

I. **Drainage Area Fee Ordinance**

The Project Site lies within "unformed" Drainage Area 102. This area is not subject to any special drainage fee ordinance or related fees.

J. **Preservation Agreement**

The County, the City of San Ramon, and EBRPD are considering entering into an Agricultural Preservation Agreement to preserve and enhance agriculture uses with the Tassajara Valley. In addition to establishing a "green buffer" with approval of the Project and the related conveyance of 727 acres of land to the EBRPD for permanent preservation and protection for open space, park, recreational and other non-urban uses, the Preservation Agreement provides that its parties will work together to support, develop, and implement policies, programs, and other actions intended to enhance agriculture and to preserve open space, wetlands, parks, recreation and other non-urban uses consistent with the parties' respective existing land use policies and plans. These

actions will be facilitated through the irrevocable donation of Four Million Dollars ($4 million), which will occur as a result of Project approval (as further set forth in the Preservation Agreement, the DA, and the Project COAs).

Pursuant to County Ordinance Code Section 82-1.018(a)(3), the County Board of Supervisors may approve, by a four-fifths vote, an expansion of the ULL of 30 acres or less after finding that a majority of the cities that are party to a preservation agreement and the County have approved a change to the ULL affecting all or any portion of the land covered by the preservation agreement. The Preservation Agreement provides that the County is authorized to find that the Agreement satisfies Section 82-1.018(a)(3). With respect to EBRPD participating as a party to the Preservation Agreement, the Project will result in the conveyance of approximately 727 acres of the Project Site (referred to as the Dedication Area) to EBRPD by fee simple transfer, subject to a conservation easement on a portion of the Southern Preservation Area (as that term is defined in the RDEIR). The fee simple conveyance to EBRPD will ensure that the 727-acre Dedication Area is protected and preserved in perpetuity for non-urban uses only. Because EBRPD will accept the Dedication Area for parkland, recreational, and open space uses as part of the Project, EBRPD is an appropriate party to the Preservation Agreement.

K. Development Agreement: The applicant has requested that the County approve and enter into a Development Agreement with the property owner. Pursuant to the terms of the Development Agreement, the County and FT Land LLC agree upon items including but not limited to land preservation, community benefit obligations, fees, and, vested development rights.

## VI. CONCLUSION

The proposed Project will be consistent with applicable goals and policies of the General Plan, and also with the intent of the proposed P-1 district. In addition, the land dedication and preservation elements of the Project will play a significant role in protecting open space areas and deterring further urban development within the Tassajara Valley. Therefore, staff recommends that the County Planning Commission recommend approval of the Project to the County Board of Supervisors.

# Findings

**FINDINGS FOR COUNTY FILES #GP07-0009, #RZ09-3212, #SD10-9280, and #DP10-3008 (TASSAJARA PARKS)**

**CEQA FINDINGS**

I. In General: CEQA Requirements

A. The County is the lead agency for the Tassajara Parks Project for purposes of environmental review. Having received, reviewed, and considered the Project's EIR and other relevant information in the administrative record of proceedings, the County Board of Supervisors ("Board") hereby finds and adopts the following findings in compliance with the California Environmental Quality Act (Cal. Gov't Code § 21000 *et seq*.), the CEQA Guidelines (Cal. Code Pub. Res. § 15000 *et seq*.), and sections of the County Ordinance pertaining to CEQA (collectively, "CEQA").

B. Pursuant to Public Resources Code section 21081 and CEQA Guidelines section 15091, no public agency shall approve or carry out a project for which an environmental impact report ("EIR") has been certified, that identifies one or more significant effects on the environment that would occur if the project is approved or carried out, unless the public agency makes one or more findings for each of those significant impacts that is also accompanied by a brief explanation of the rationale for each finding. The possible findings, which must be supported by substantial evidence in the record, are as follows:

1. Changes or alterations have been required in, or incorporated into, the project that mitigate or avoid the significant effects on the environment;

2. Those changes or alterations are within the responsibility and jurisdiction of another public agency and have been, or can and should be, adopted by that other agency;

3. Specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or alternatives identified in the environmental impact report;

For those impacts that cannot be mitigated below a level of significance, the public agency is required to find that specific overriding economic, legal, social, technological, or other benefits of the project outweigh the significant effects of the project.

II. PROJECT AND EIR RECITALS

A. This proposal involves approximately 771 acres of land consisting of four parcels on two sites located in the Tassajara Valley area of unincorporated Contra Costa County (APN: 220-100-023, 206-030-065, 223-020-018, 223-020-021). This land is adjacent to and outside of the existing Contra Costa County Urban Limit Line ("ULL"), and located east of the City of San Ramon and Town of Danville. Approximately 155 acres of the above-referenced land is commonly known as the "Northern Site," while the remaining approximately 616 acres is commonly known as the "Southern Site." The Northern Site and Southern Site are located less than 0.5 mile apart and are separated by intervening properties along the Camino Tassajara roadway. For purposes of these

Findings, the Northern Site and the Southern Site are collectively referred to herein as the "Project Site."

B. As further described in detail in the RDEIR, the Tassajara Parks Project ("Project") involves the construction of 125 single-family homes on a 30-acre portion of the Northern Site, along with related on-site infrastructure and improvements, including interior roadways, landscaping, and utilities (within interior roads). For the purposes of these Findings, this 30-acre area within which the proposed urban development portion of the Project will occur is referred to as the "Residential Development Area," and has a density of approximately 5.58 units per net acre.

C. Aside from that which is required for a future trail, a large portion (approximately 101 acres) of the Northern Site that is located outside of the Residential Development Area ("Northern Preservation Area") will not involve any ground disturbance. The 101-acre Northern Preservation Area, along with an additional approximately 17 acres within the Northern Site, will also be permanently protected from urban development via Applicant's dedication, in fee, to the EBRPD. A portion of the Northern Site will also be subject to a perpetual maintenance easement for GHAD purposes of maintaining slope stability and otherwise addressing any geotechnical issues consistent with an approved Plan of Control pursuant to GHAD Law (Pub. Res. Code § 26500 *et seq*.). The Project Applicant will construct the Pedestrian Staging Area pursuant to EBRPD requirements and design standards and, when completed, will convey the Pedestrian Staging Area to EBRPD by fee simple transfer.

D. No urban development will be established within any portion of the Southern Site. The Project's conditions of approval (collectively, "COAs") and Development Agreement will require the transfer of a total of 727 acres of the Project Site to EBRPD through fee simple conveyance. Transfer of the foregoing 727 acres (referred to herein as the Dedication Area) to EBRPD will ensure permanent preservation and protection for agriculture, open space, wetlands, parks, recreation, and other non-urban uses.

E. The Project includes the Applicant's contingent offer of dedication of an approximately 7-acre parcel to the San Ramon Valley Fire Protection District ("SRVFPD") ("Potential Future Fire District Parcel"). This parcel is intended for potential future public use in a manner consistent with the ULL and the project-specific Planned Unit (P-1) zoning, and any future development thereon by the SRVFPD will be subject to the County's discretionary land use permit process.

F. The Project also involves the installation of circulation and parking lot improvements for the benefit of the Tassajara Hills Elementary School adjacent to the Northern Site. These improvements are intended to improve existing circulation problems in the parking lot and the adjacent intersection, particularly at school drop off and pick up times.

III. Procedural Recitals

A. Based on the nature and scope of the Project accompanied by substantial evidence, the County determined that the Project may have a significant effect on the environment. Therefore, an environmental impact report ("EIR") was prepared,

noticed, published, circulated, reviewed, and completed in full compliance with the California Environmental Quality Act ("CEQA"), as follows:

1. A Notice of Preparation ("NOP") of an EIR for review and comment by responsible and trustee agencies and other interested agencies, organizations, and individuals was circulated by the County from May 28, 2014, through June 26, 2014.

2. A revised NOP for review and comment by responsible and trustee agencies and other interested agencies, organizations, and individuals was circulated by the County from June 11, 2014, through July 11, 2014.

3. Scoping sessions were held on June 16, 2014, and July 7, 2014, at which interested agencies, organizations, and individuals had an opportunity to submit oral and written comments pertaining to environmental concerns related to the Project and the proposed scope of environmental review.

4. Pursuant to Public Resources Code sections 21161 and 21092, and CEQA Guidelines sections 15085 and 15087(b), on May 12, 2016, a Notice of Completion ("NOC")/Notice of Availability ("NOA") document and copies of the Draft EIR ("DEIR") were distributed to the State of California Governor's Office of Planning and Research State Clearinghouse, those public agencies that have jurisdiction by law with respect to the Project or that exercise authority over resources that may be affected by the Project, and to other interested agencies, organizations and individuals as required by applicable law. The NOC/NOA document was also mailed to all owners and occupants of property located within 300 feet of the Project Site, and to others who requested notice, and the NOC/NOA was published in the East Bay Times newspaper pursuant to applicable noticing requirements. The NOC/NOA document stated that the County had completed the DEIR and that copies of the DEIR (including all appendices) were available at: www.cccounty.us/tassajaraparks and at the Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553. These documents were also available in hard copy at the Danville Library, San Ramon Library, Dougherty Station Library, Pleasant Hill Library, and Office of County Supervisor Candace Andersen.

5. A public hearing was held on June 6, 2016, in front of the County Zoning Administrator, at which time interested agencies, organizations, and individuals had an opportunity to submit oral and written comments pertaining to the adequacy of the DEIR.

6. Subsequent to the issuance of the NOC/NOA document for the DEIR, new information arose about the lack of a recycled water supply for expanded use after EBMUD staff provided supplemental information about where recycled water use could (and could not) be feasibly expanded. Accordingly, the Project Applicant eliminated the recycled water option and developed an off-site water conservation option to replace it. This constituted significant new information and, pursuant to CEQA Guidelines section 15088.5, the County decided to prepare a Recirculated Draft EIR ("RDEIR") in order to allow interested agencies, organizations, and individuals a meaningful opportunity to comment on this new information. In addition, the County decided to include updated information in the RDEIR

regarding: (a) a modified finding of a significant and unavoidable impact as a result of conflicts with the GHG Reduction Goal of the Bay Area Air Quality Management District's Clean Air Plan; and (b) an Agricultural Preservation Agreement (previously referred to as a Memorandum of Understanding ("MOU")) relating to the agricultural preservation and enhancement of the broader Tassajara Valley. Furthermore, in preparing the RDEIR, the County also took that opportunity to amplify and clarify, as appropriate, information related to aesthetics, agricultural resources, air quality, biological resources, geology and soils, hazardous materials, land use, noise, public services, and transportation.

7. An updated NOC/NOA document and copies of the RDEIR were distributed to the State of California Governor's Office of Planning and Research State Clearinghouse, those public agencies that have jurisdiction by applicable law with respect to the Project or that exercise authority over resources that may be affected by the Project, and to other interested agencies, organizations and individuals as required by applicable law on September 29, 2016. A copy of the NOC/NOA document was also distributed to all owners and occupants of property within 300-feet of the Project Site, and others who requested this notice.

8. The County released the RDEIR for a 45-day public review period between September 29, 2016 and November 14, 2016. Although not required to do so by applicable laws and regulations, the County subsequently extended the comment period through November 30, 2016.

9. A public hearing was held on November 7, 2016 in front of the County Zoning Administrator, at which interested agencies, organizations, and individuals had an opportunity to submit oral and written comments pertaining to the adequacy of the RDEIR.

10. The County received and evaluated numerous comments from interested public agencies, organizations, and individuals who reviewed the DEIR and RDEIR. Under CEQA, when an EIR is substantially revised and the entire document is recirculated (as is the case here), the law does not require the lead agency to respond to comments received in connection with a recirculated draft EIR if and to the extent those same comments were made in connection with the original draft EIR.

11. The FEIR was prepared and published on September 14, 2020, and consisted of an edited list of revisions to the RDEIR and responses to comments on the RDEIR and Draft EIR. In accordance with applicable CEQA requirements, the responses to comments address all written and verbal comments on environmental issues received during the public review and comment period for the DEIR and RDEIR.

12. For purposes of these Findings, the Project EIR consists of the RDEIR, the FEIR and all appendices attached thereto, and the administrative record for this matter. The Board finds that the Project EIR was prepared, published, circulated, reviewed, and considered in accordance with the applicable requirements of CEQA, and constitutes an accurate, adequate, objective and complete EIR. This Board has exercised its independent judgment and analysis in evaluating the Project EIR. In exercising this judgment, this Board has reviewed and considered

the Project EIR and other relevant information in the administrative record, including, without limitation, public testimony.

IV. Impacts, Mitigation Measures, and MMRP

A. The Project EIR concludes that implementation of the Project could result in potentially significant and adverse environmental impacts. Therefore, the County has made findings with respect to these impacts pursuant to CEQA Guidelines section 15091. The findings summarize the environmental determinations about the Project's significant impacts before and after mitigation and summarize the Project's individual and cumulative impacts. They provide a summary description of each potentially significant and significant impact, describe the applicable mitigation measures identified in the Project EIR and adopted by the County, and state the Project EIR's conclusions on the significance of each impact after imposition of the identified mitigation measures.

B. This Board adopts, and incorporates as enforceable conditions of approval of the Project, the mitigation measures set forth in the Mitigation Monitoring and Reporting Program ("MMRP") (see attachment), which has been prepared in accordance with CEQA Guidelines section 15097. This Board adopts this MMRP as it pertains to the Project, and finds that the mitigation measures set forth in the MMRP will reduce or avoid the potentially significant and significant impacts of the Project to the extent feasible for the reasons described in the Project EIR. In the event a mitigation measure recommended in the Project EIR has inadvertently been omitted from the MMRP, this Board hereby adopts such mitigation measure as stated in the Project EIR and incorporates said mitigation measure in these Findings by reference.

C. The mitigation measures as set forth in the MMRP are being made enforceable as conditions of approval. Accordingly, changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant environmental effects identified in the Project EIR. The Project has several significant and unavoidable impacts, as explained in more detail in Section VII.B below.

D. Various measures were suggested by commenters as proposed additional mitigation measures or modifications to the mitigation measures identified by the Project EIR. Other comments requested mitigation measures for impacts that were less than significant or requested additional mitigation measures for impacts that were already reduced to levels less than significant by the proposed mitigation measures. These requests are declined as unnecessary. This Board hereby adopts the reasons set forth in the responses to comments contained in the Project EIR as its grounds for rejecting adoption of those mitigation measures.

E. This Board hereby finds the Project will have no significant growth-inducing impacts, for the following reasons and as described more fully in the Project EIR. The Project will develop 125 residential units and will be expected to result in a population of 375 persons. This amount of population growth is considered negligible, and, therefore, direct population growth will be less than significant. Additionally, while urban infrastructure will be extended to the 30-acre Residential Development Area and Pedestrian Staging area, adjacent areas will remain outside of the ULL and owned in fee by public agencies (i.e., EBRPD, SRVFPD), thereby prohibiting further urban expansion. The Project's commitment to permanently preserve and protect the vast

majority of the Project Site for open space, park, recreational, grazing, scenic, wetlands, and habitat mitigation purposes through the dedication of approximately 727 acres of the Project Site in fee to EBRPD will further ensure that no additional urban expansion would occur. As such, development of the Project will not remove a physical barrier to growth, and thus no indirect growth inducement will occur.

F. This Board further finds that, for the reasons set forth in the Project EIR and as otherwise documented in the administrative record, assertions that expanding the ULL as proposed will lead to approval of numerous additional ULL expansions, whether in the Tassajara Valley area or Countywide, are unfounded for the following reasons:

1. Most parcels abutting the ULL are inherently unsuitable for urban development. Most abutting parcels have physical characteristics, such as steep slopes, a lack of infrastructure, or the presence of sensitive species or habitat, which make them poor sites for urban development;

2. The Project includes growth-deterring components such as the dedication of approximately 727 acres to EBRPD, which creates a “green buffer” along approximately 1.5 miles of the ULL;

3. Many properties identified as “at risk” for urban conversion by Project opponents are already protected in perpetuity and government-controlled by entities such as the U.S Department of Defense, State of California, Contra Costa County, EBRPD, and the East Bay Municipal Utility District; and

4. The County cannot approve unlimited ULL adjustments. A ULL adjustment is an amendment to the Land Use Element of the General Plan, which is one the seven State-mandated General Plan elements that can be amended a maximum of four times annually, pursuant to California Government Code Section 65358(b).

G. With respect to the potential for significant and irreversible environmental effects of the Project, this Board hereby adopts the conclusions set forth in the Project EIR, particularly Section 3.13 (Utilities and Service Systems) and Section 6.4 (Other CEQA Considerations – Energy Conservation) of the RDEIR, based upon the evidence and reasoning they reflect. The Project will require the use of energy and will commit resources to the buildings and other Project components, including the use of energy and other resources produced from non-renewable resources. However, the Project will incorporate energy-conserving features in all new residential development, which will be subject to the latest adopted edition of the Title 24 energy efficiency standards. In addition, there are no unusual characteristics that will directly or indirectly cause construction activities to be any less efficient than would otherwise occur elsewhere (e.g., restrictions on equipment, labor, types of activities, etc.). Furthermore, the Project will be located directly adjacent to a developed suburban area and will accommodate bicycle and pedestrian access to adjacent areas, which will help ensure that the Project will not result in the inefficient, wasteful, or unnecessary consumption of transportation energy during operational activities.

H. In making its decision to certify the Project EIR and approve the Project, this Board hereby recognizes that a range of technical and scientific opinions exist with respect to certain environmental issues. These issues include, among others, water demand and the feasibility and availability of an adequate water supply; the methodology used to evaluate certain impacts such as those relating to air quality, greenhouse gas emissions, traffic, and utilities; and the applicable significance threshold to be used in evaluating certain impacts such as those relating to air quality and greenhouse gas emissions. This Board has acquired a comprehensive and well-rounded understanding of the range of these technical and scientific opinions by its review of the Project EIR, information provided by the experts who prepared the Project EIR; the County's staff and other consultants, other relevant materials in the administrative record, and its own experience and expertise in these matters. The materials reviewed by this Board include conflicting expert opinions and statements of facts, as well as other comments on the environmental issues set forth in the Project EIR. This comprehensive review has enabled this Board to make its determinations after weighing and considering the various viewpoints on these important issues. As a result, this Board has made determinations of significant effects based on substantial evidence, and not public controversy or speculation. Accordingly, this Board certifies that its findings and determinations are based on all of the evidence contained in the Project EIR, as well as the evidence and other information in the record addressing the environmental impacts of the Project, and hereby elects to rely on the opinions set forth in the Project EIR.

V. Project Alternatives

A. Background: In accordance with CEQA Guidelines Section 15126.6, the Project EIR contained a comparative impact assessment of alternatives to the Project. The primary purpose of this analysis is to provide decision makers, interested agencies, organizations, and individuals with information about a reasonable range of potentially feasible Project alternatives, which could avoid or reduce any of the Project's significant adverse environmental effects. Important considerations for this alternatives analyses are noted below:

1. An EIR need not consider every conceivable alternative to a project;

2. An EIR should identify alternatives that were considered by the lead agency, but rejected as infeasible during the scoping process;

3. Reasons for rejecting an alternative include:

a) Failure to meet most of the basic project objectives;

b) Infeasibility; and

c) Inability to avoid significant environmental effects.

B. Summary of Reasonable Range of Alternatives and Basis for Rejection: Because not all significant effects can be substantially reduced to a less than significant level by either adoption of mitigation measures or by standard conditions of approval, the Project EIR considered the feasibility of Project alternatives compared to the Project.

As explained below, these Findings summarize the alternatives studied (as well as the alternatives that were initially considered and then dismissed from further evaluation) and summarizes the basis for rejecting each one of the Project alternatives. Further evidence supporting these Findings is set forth in Section 5 (Alternatives to the Proposed Project) of the RDEIR and in various responses to comments in the FEIR.

This Board hereby determines that the Project EIR evaluated a reasonable range of potentially feasible alternatives, which is sufficient to permit informed decision-making and public participation. This Board recognizes that commenters suggested additional alternatives and stated that additional detail should be provided for the alternatives that were studied. For the reasons set forth in the Project EIR and other relevant evidence in the administrative record, none of the requested information is necessary to ensure that a reasonable range of alternatives was studied at a sufficient level of detail.

For the reasons documented in the Project EIR and summarized below, this Board hereby rejects each of the alternatives and approves the Project, based on the specific legal, economic and other considerations that make each of the below-identified alternatives infeasible.

1. Project Objectives

   a) Serve as a buffer and transition zone between existing urban and non-urban uses.

   b) Strengthen the ULL's fundamental purpose by establishing a "green wall" of permanent physical and legal constraints to additional development in the Tassajara Valley.

   c) Permanently protect and preserve agricultural, open space, scenic, wetlands, and other non-urban characteristics of the vast majority of the Project Site.

   d) Provide substantial and contiguous amounts of publicly accessible open space that would be protected and preserved in perpetuity for park, recreational, open space, scenic, agriculture, grazing, wetland preservation and creation, and habitat mitigation purposes.

   e) Preserve opportunities for ongoing agricultural uses (such as grazing) on the Southern Site.

   f) Contribute to the supply of high-quality housing in the County that is close to existing transportation corridors and utility infrastructure, and that is compatible with existing adjacent land uses.

   g) Efficiently utilize the compact 30-acre development envelope (as opposed to traditional "ranchettes"), while ensuring consistency with surrounding residential uses and taking into account the topographical constraints of the Project Site.

   h) Minimize grading, as feasible, by developing all residential uses on the least topographically constrained portions of the Project Site.

i) Provide circulation and parking improvements to Tassajara Hills Elementary School to help remedy existing deficiencies and enhance ease of use and safety of drop off and pick up of students.

2. Summary of Alternatives Evaluated

a) Alternative 1 - No Project: Under this alternative, the Project would not be implemented. The 125 residential units and related improvements would not be constructed, and a ULL adjustment, rezone, or General Plan amendment would not be adopted and implemented. No land would be offered to EBRPD for its permanent preservation and thus no acreage would be permanently protected for park, recreation, open space, agricultural, scenic, wetlands, and habitat mitigation uses, and thus there would be no "green buffer" to serve as a permanent legal, practical, and physical barrier to urban development. The circulation and parking lot improvements for Tassajara Hills Elementary School would not be constructed; the land and/or related improvements for the pedestrian staging area and the Dedication Area would not be offered for dedication to EBRPD; and the contingent offer of dedication to SRVFPD for a potential Future Fire Station Training Facility would be extinguished. The Project Site would stay in its existing condition, and therefore it is assumed that it would continue to be used consistent with the existing agricultural and open space uses for the foreseeable future.

b) Alternative 2 - Reduced Intensity Alternative: Under this alternative, only the southwestern portion of the Residential Development Area would be developed with a total of 65 units and associated improvements. Non-urban infrastructure (detention basin, grading, pump station, etc.) located adjacent but outside of the Residential Development Area would be similarly downsized. This alternative assumes that the pedestrian staging area (and the former equestrian staging area, which is no longer proposed) and trail (along with the other land within the Northern Preservation Area) would be conveyed to EBRPD similar to the Project, and that the Northern Preservation Area (along with an additional 17 acres) would be permanently preserved for park, recreation, open space, agricultural, scenic and habitat mitigation purposes. In addition, similar to the Project, this Alternative would provide the circulation and parking improvements on the adjacent elementary school. However, this alternative assumes that none of the land on the Southern Site would be offered for dedication to EBRPD. Similar to the Project, this alternative would also require legislative approvals (i.e., ULL adjustment, General Plan Amendment, rezone).

The Reduced Intensity Alternative would avoid the Project's significant unavoidable impacts related to operational greenhouse gas emissions, but would still result in significant unavoidable traffic impacts (related to freeway segments). As described more fully in Section 5.0 of the RDEIR, this alternative would reduce, to a certain extent, the intensity of population-related impacts (e.g., air quality, greenhouse gas emissions, hydrology and water quality, noise, public services and recreation, transportation, and utility and service systems), and footprint-related impacts (e.g., aesthetics, agricultural

resources, biological resources, cultural resources, geology and soils, and hydrology and water quality). However, under both this Alternative and the Project, most of the identified impacts would remain less than significant or less than significant with the incorporation of mitigation.

c) Alternatives Rejected From Further Consideration: Numerous additional alternatives were initially considered, but rejected from further consideration for the reasons summarized below and described more fully in the Project EIR.

i. Modified Development Footprint: Under this alternative, six residential lots in the northeastern corner of the Residential Development Area on the Northern Site would not be developed and would instead become a part of the Northern Preservation Area. The Non-Urban Development Area, trail, and trail heads would be constructed as would occur under the Project. Similar to the Project, this alternative would require a ULL adjustment, rezoning, and General Plan amendment. The Modified Development Footprint would avoid encroachment upon approximately 4,312 square feet of an existing wetland feature, resulting in an approximately 27 percent reduction in wetland feature impacts compared with the Project. However, because of this avoidance, the creation of high-quality wetlands at a minimum 2:1 ratio would not occur under this Alternative to the same extent. The reduction in total housing units (from 125 to 119) would also result in small decreases in certain development footprint impacts such as those relating to air quality and greenhouse gas emissions, required public service and utility needs, and total grading area, but would not eliminate any of the significant and unavoidable impacts. This alternative would meet all of the Project objectives, although to a somewhat lesser extent than the Project since it would develop six fewer residential lots. Furthermore, under both this Alternative and the Project, impacts to wetlands would be less than significant in any event. Because this alternative is substantially similar to the Project and would result in similar impact levels and would not reduce any of the significant and unavoidable impacts, it was rejected from more detailed analysis and further consideration.

ii. Alternative Location: The CEQA Guidelines identify the following factors that may be taken into account when addressing the feasibility of an alternative location:

- site suitability,
- economic viability,
- availability of infrastructure,
- General Plan consistency,
- other plans or regulatory limitations,
- jurisdictional boundaries, and
- whether the project applicant can reasonably acquire, control, or otherwise have access to the alternative site.

Furthermore, the CEQA Guidelines establish that only those locations that can avoid or substantially lessen the Project's significant impacts should be considered.

For the reasons described in Section 5.0 of the RDEIR and various responses to comments set forth in the FEIR, only sites located within or directly adjacent to the ULL in the San Ramon, Danville, and/or Blackhawk areas that are currently designated for agricultural uses were considered. As is the case with the Project, changes to the ULL are allowable under certain conditions; therefore, alternative sites adjacent to the ULL were considered. For sites within the existing ULL, the primary constraint is that the Applicant does not own, control, or otherwise have access to any other sites. Undeveloped properties may be available for purchase within the ULL, and could conceivably be acquired; however, it is unlikely that any alternative site within the ULL would be large enough to be able to commit to dedicate and permanently preserve lands to the same extent proposed by the Project. Furthermore, dedication of open space areas within the ULL may not provide the same biological resource, open space, and agricultural resource benefits as those outside the ULL with respect to connectivity to other open space and preserved lands, and would not serve to create a "green buffer" to prevent future urban development beyond the approved ULL. However, because the residential portion of the Project Site could theoretically be developed on an alternative site within the ULL without the accompanying dedication of lands, two alternative sites were considered and rejected from further evaluation for the reasons set forth in Section 5.0 of the RDEIR and the FEIR.

Similarly, for sites directly adjacent to, but entirely outside of the ULL, the primary constraint is that the Applicant does not own, control, or otherwise have access to any other sites. Further, obtaining approval for adjustment of the ULL is dependent upon the Board making the required findings, and thus alternative sites outside of the ULL may not qualify for inclusion in the ULL. Therefore, sites entirely outside of the ULL were not considered for alternative Project locations. Two sites, located in the unincorporated San Ramon area and partially within the ULL, have been identified by the County as potentially obtainable, and are considered, but were ultimately rejected for the reasons set forth in the Project EIR:

i. Norris Canyon Alternative Site
ii. Chapparal Court Alternative Site

In addition to the above, to ensure robust consideration of potential alternative sites, further searches were conducted for sites readily available on the real estate market that could potentially accommodate the Project. Most available, undeveloped sites in the San Ramon, Danville, and Blackhawk area were not large enough to accommodate the entirety of the Project, and/or would not satisfy the findings necessary to modify the ULL. Therefore, these alternative

sites were also determined to be infeasible and were rejected from further consideration.

d) Environmentally Superior Alternative: CEQA Guidelines Section 15126(e)(2) requires an EIR to identify an environmentally superior alternative. If the No Project Alternative is the environmentally superior alternative, the EIR must also identify an environmentally superior alternative from among the other alternatives.

The qualitative environmental effects of each alternative in relation to the Project were summarized in Table 5-2 (Summary of Alternatives) of the RDEIR, which showed that the No Project Alternative would result in fewer impacts in all environmental topic areas. The No Project Alternative would result in the greatest reduction in impacts, as this alternative would leave the Project Site undeveloped for the foreseeable future, thereby avoiding all of the Project's significant impacts (including significant and unavoidable impacts), as well as the need to implement any mitigation measures. Therefore, the No Project Alternative is identified as the environmentally superior alternative.

Since the No Project Alternative was identified as the environmentally superior alternative, the RDEIR identified the Reduced Intensity Alternative as the environmentally superior alternative. The Reduced Intensity Alternative would reduce impacts in all environmental topic areas with the exception of hazards and land use and would eliminate the significant and unavoidable impact related to operational greenhouse gas emissions.

e) Basis for Rejecting the Alternatives Studied: Section 5.0 of the RDEIR and the FEIR provide detailed information regarding the basis for rejecting each of the alternatives studied in the Project EIR. In summary:

i. No Project Alternative: This alternative would not satisfy any of the Project objectives and would not eliminate all of the significant and unavoidable impacts.

ii. Reduced Intensity Alternative: This alternative would meet some of the Project objectives to a certain degree, but it would not efficiently use the 30-acre development envelope or enhance the ULL's fundamental purpose by creating a "green buffer." In addition, it would not permanently protect agriculture, open space, wetlands, and other non-urban characteristics on the Southern Site, and it would not preserve opportunities for ongoing agricultural uses on the Southern Site. Lastly, while certain significant impacts would be reduced to a certain degree (although under both this Alternative and the Project, the identified impacts would be less than significant with incorporation of mitigation) and significant and unavoidable impacts relating to greenhouse gas emissions would be avoided, it would not eliminate significant and unavoidable traffic-related impacts (freeway segments).

## VI. Absence of Significant New Information

A. After the RDEIR was published, the County received additional information that is not included in the RDEIR. County staff and consultants involved in preparing the various studies, reports and analyses included in the Project EIR have also presented additional information since the publication of the RDEIR. Some of this information was contained in comments submitted on the RDEIR, and in responses to those comments contained in the FEIR. Other information was presented at or before public meetings/hearings on the Project EIR. The Project EIR incorporates additions, clarifications, modifications, and other changes, in response to comments, and as determined appropriate by County staff and required under CEQA. Additional information was also submitted to the County regarding the Project that is not contained in the Project EIR.

B. This Board has considered the opinions of interested agencies, organizations and individuals, including, among others, opinions that disagree with some of the analysis and conclusions in the Project EIR. The entirety of the Project EIR is incorporated into these findings by reference. This Board hereby ratifies, adopts, and incorporates the analyses and explanations in the Project EIR, and ratifies, adopts, and incorporates into these Findings the determinations and conclusions of the Project EIR relating to environmental impacts and mitigation measures.

C. Having reviewed all the information in the record of proceedings, this Board finds that this additional information does not constitute significant new information requiring another recirculation. The additional information merely clarifies or amplifies an adequate EIR. Specifically, the additional information, including the changes described above, does not show any of the following triggers identified in CEQA Guideline Section 15088.5:

1. A new significant environmental impact that would result from the project (or any alternative) or from a new mitigation measure proposed to be implemented.

2. A substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted that reduce the impact to a level of insignificance.

3. A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the significant environmental impacts of the project (or an alternative), but the project's proponents decline to adopt it.

4. The Draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.

## VII. Statement of Overriding Considerations

A. Introduction: Contra Costa County is the lead agency under CEQA for preparation, review, and certification of the Project EIR. As the lead agency, the County is also responsible for determining the potential environmental impacts of the proposed action, which of those impacts are significant, and which impacts can be mitigated through imposition of feasible mitigation measures to avoid or minimize such impacts to a level of “less than significant.”

CEQA requires the lead agency to balance the benefits of a proposed project against its significant and unavoidable adverse environmental impacts when determining whether to approve the project. In particular, Public Resources Code section 21081(a) provides that no public agency may approve or carry out a project for which an environmental impact report has been certified that identifies one or more significant effects on the environment that would occur if the project is approved or carried out, unless the public agency makes one or more of three findings with respect to each significant effect.

Public Resources Code section 21081(b) requires that where a public agency finds that specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or alternatives identified in an EIR and thereby leave significant unavoidable effects, the lead agency must also find that overriding economic, legal, social, technological, or other benefits of the project outweigh the significant effects of the project.

When the lead agency approves a project which will result in the occurrence of significant effects which are identified in the Final EIR, but are not avoided or substantially lessened, the agency shall state in writing the specific reasons to support its action based on the Final EIR and/or other information in the record. The statement of overriding considerations shall be supported by substantial evidence in the record.

If a lead agency makes a statement of overriding considerations, the statement should be included in the record of the project approval and should be mentioned in the notice of determination. The statement of overriding considerations does not substitute for, and is in addition to, findings required by CEQA Guidelines section 15091.

B. Summary of Significant Unavoidable Adverse Environmental Impacts: Although most of the Project's significant impacts can be substantially avoided or mitigated, some significant impacts remain for which complete mitigation is not feasible. In particular, for some impacts, the Project EIR identified feasible mitigation measures; however, even with implementation of these measures, the Project EIR concluded that the impact could not be reduced to a level of "less than significant." Specifically, the Project EIR identified the following unavoidable adverse impacts of the proposed Project:

1. Adopted Air Quality Plan Consistency: Given that the Project would not achieve the per capita annual GHG emissions threshold of 4.6 metric tons of carbon dioxide equivalents per service population per year (MTCO2e/SP/yr) established by the BAAQMD even after the application of all feasible mitigation measures, the Project would result in a significant and unavoidable impact with respect to conflicts with the GHG Reduction Goal of the BAAQMD's Clean Air Plan. Mitigations requiring the implementation of feasible emissions reduction measures are proposed; however, these measures would not reduce emissions to less than significant levels. Therefore, this impact remains significant and unavoidable.

2. Greenhouse Gas Operational Emission Threshold: The Project would exceed the BAAQMD's threshold of 4.6 MTCO2e/SP/yr for operational emissions. Mitigations requiring the implementation of feasible emissions reduction measures are proposed; however, these measures would not reduce emissions to less than significant levels. Therefore, this impact remains significant and unavoidable.

3. Existing Plus Project Freeway Operations: The Project would contribute vehicle trips to certain freeway segments that would operate at unacceptable LOS under Existing Plus Project Conditions. Mitigation is proposed; however, it would not fully reduce Project impacts to a level of less than significant. Therefore, the residual significance is significant and unavoidable.

4. Near-Term Plus Project Freeway and Intersection Operations: The Project would contribute vehicle trips to certain freeway segments and one intersection that would operate at unacceptable LOS under Near-Term Plus Project Conditions. Mitigation is proposed; however, it would not fully reduce Project impacts to a level of less than significant. Therefore, the residual significance is significant and unavoidable.

5. Cumulative Plus Project Freeway and Intersection Operations: The Project would contribute vehicle trips to certain freeway segments and intersections that would operate at unacceptable levels under Cumulative Plus Project Conditions. Mitigations are proposed; however, they would not fully reduce Project impacts to a level of less than significant. Therefore, the residual significance is significant and unavoidable.

6. Congestion Management Plan: The Project would contribute vehicle trips to certain Congestion Management Plan facilities that would operate at unacceptable levels. Mitigations are proposed; however, they would not fully reduce Project impacts to a level of less than significant. Therefore, the residual significance is significant and unavoidable.

   In addition, as discussed more fully in the Impacts, Mitigation Measures, and MMRP Section above, the Project EIR identified two alternatives to the Project (the No Project Alternative and the Reduced Intensity Alternative) and analyzed whether these alternatives could avoid or substantially lessen the unavoidable environmental impacts of the proposed Project. While the No Project Alternative would avoid all of the unavoidable impacts of the proposed Project, it would not meet any Project objectives. Similarly, the Reduced Intensity Alternative would lessen some of the unavoidable impacts of the Proposed Project, but it would not meet the majority of the Project objectives because it would not efficiently utilize the entire 30-acre development envelope; it would not permanently protect agriculture, open space, wetlands, and other non-urban characteristics on the Southern Site; it would not create a “green buffer” to enhance the ULL’s fundamental purpose; and it would not preserve opportunities for ongoing agriculture uses on the Southern Site. Consequently, for the reasons set forth in the Impacts, Mitigation Measures, and MMRP Section of these Findings and Section 5.0 of the RDEIR, neither of the Project alternatives is feasible.

C. Overriding Considerations: As required under Public Resources Code section 21081 and CEQA Guidelines section 15093, this Board, having reviewed and considered the Project EIR, all other written materials within the administrative record, and all oral testimony presented at public hearings and other public meetings on the Project EIR, has balanced the benefits of the proposed Project against the identified unavoidable

adverse impacts associated with the Project, and hereby adopts all feasible mitigation measures with respect to such impacts, certifies the Project EIR, and approves the Project. This Board has also examined alternatives to the Project, neither of which is feasible, meets the majority of the Project objectives, or is environmentally preferable to the Project for the reasons discussed in the Summary of Alternatives Evaluated Section (V.B.2) and the Project EIR.

After balancing the specific economic, legal, social, technological, and other benefits of the proposed Project, this Board has determined that the unavoidable adverse environmental impacts identified above are acceptable due to the following specific considerations in the record, which outweigh the unavoidable, adverse environmental impacts of the Project. Each of the considerations in the record, standing alone, is sufficient to support approval of the Project, in accordance with CEQA.

The Project will have all the following direct public benefits:

1. Provide a contribution of $4 million (in connection with the Agricultural Preservation Agreement discussed further below) to an agricultural enhancement fund established by the County, which will be available to support, develop, and implement a broad array of policies, programs, and other actions intended to enhance agriculture and preserve open space, wetlands, parks, recreation, and other non-urban uses in the Preservation and Enhancement Area (as that term is defined therein) and Dedication Area as follows:

    a) Encouraging and promoting the purchase of land or conservation easements from willing sellers, to protect and enhance agriculture and to preserve open space, wetlands, parks, recreation, and other non-urban uses;

    b) Continuing the California Land Conservation Act of 1965 ("Williamson Act") (Gov't Code § 51200, et seq.) program to provide tax incentives for property owners who agree not to develop their land;

    c) Encouraging the lease of public land for agricultural activities such as grazing;

    d) Encouraging and promoting enhanced ground water management for agriculture and rural use, including technical support for more efficient water application and cooperative ground water management and extraction;

    e) Encouraging and promoting enhanced marketing for locally-grown agricultural goods, including better connecting farmers to local markets;

    f) Encouraging continuation and augmentation of the technical support available to farmers, especially in the areas of financing, weed abatement and management, soil conservation, and range management;

    g) Exploring and pursuing a range of funding opportunities for agricultural enhancement and preservation of open space, wetlands, parks, recreation,

and other non-urban uses through activities such as grants, allocations from funding measures, and appropriations from density transfer programs and mitigation programs;

h) Cooperating with stakeholders to develop a shared vision for the future of the Tassajara Valley;

i) Encouraging public beautification projects, public signage, way-finding signage, and traffic regulations and improvements that enhance agricultural activities in the Tassajara Valley, or the rural character of the Tassajara Valley.

2. A $2,500,000 contribution ("$2.5M LCTF Contribution") to the existing Contra Costa Livable Communities Trust Fund to be used by the County in its discretion in accordance with any adopted guidelines for the use of fund revenues.

3. Construction of off-site improvements on the adjacent Tassajara Hills Elementary School parking lot/entrance to improve existing parking and circulation deficiencies, particularly during drop off and pick up times.

4. Dedication of approximately 118 acres of the Northern Site and approximately 609 acres of the Southern Site to the EBRPD in fee to be permanently preserved for non-urban uses such as open space, parks, recreation, agriculture (including grazing), scenic areas, wetland preservation and creation, and habitat mitigation.

5. Dedicate land in fee to EBRPD, along with funding and constructing of a pedestrian staging area thereon.

6. Dedicate to SRVFPD an approximately 7-acre parcel for potential future public use; if not accepted by SRVFPD, then this land will be dedicated to EBRPD.

The commitment to provide the public benefits mentioned above, coupled with support of the Agricultural Preservation Agreement and the related principles (described below), will establish a substantial "green buffer" of public land that surrounds the ULL in this part of the Tassajara Valley. This buffer will effectively impose legal, physical, and practical constraints to any further urban development in Tassajara Valley, and thus substantially advance the primary objective of the County's 65/35 Land Preservation Plan.

D. In addition to the above commitments, the Agricultural Preservation Agreement is designed to preserve certain land in the County for agriculture, open space, wetlands, parks, recreation, and other non-urban uses, consistent with the 65/35 Land Preservation Plan; this would occur through the memorialization of each signatory agency's respective commitment to endeavor to preserve and enhance agricultural and other non-urban land uses within an approximately 17,667- acre area in Tassajara Valley (the "Preservation and Enhancement Area") by agreeing to apply each party's existing land preservation policies, as codified in existing zoning regulations and general plan policies, to this area.. In the Agricultural Preservation Agreement negotiated among the County, City of San Ramon, , and East Bay Regional Park District, once executed by the parties, they will have agreed to cooperate with respect to the continuing implementation of existing policies such as the following:

1. Memorialize and reaffirm each party's respective commitment to preserving land in the Tassajara Valley Agricultural Enhancement Area by agreeing to apply each party's existing land preservation policies as codified in existing general plan, zoning policies and master planning documents and agreeing that the Preservation and Enhancement Area and the Dedication Area (as those terms are defined therein) are outside the ULL/UGB, both of which prevent urban development.

2. EBRPD agreeing that following County certification of the EIR and Project approval, it will accept fee title to the Dedication Area, either directly from the Developer or through a dedication from the Regional Parks Foundation.

3. Support the addition of the Preservation and Enhancement Area and the Dedication Area to the Association of Bay Area Government's list of Priority Conservation Areas to improve access to grant funding for acquisition of land or easements from willing sellers.

4. Consistent with the existing policies and except as otherwise provided therein, each party agreeing not to support any proposal to annex all or any portion of the Preservation and Enhancement Area or Dedication Area into a municipality or a utility services district unless the annexation serves non-urban uses.

5. Consistent with the existing policies and except as otherwise provided therein, each party agreeing not to support any proposal to modify the sphere of influence of any municipality or utility services district to include all or any portion of either the Preservation and Enhancement Area or Dedication Area, unless the modification serves non-urban uses.

6. Consistent with the existing policies and except as otherwise provided therein, each party agreeing not support any proposal to extend, expand, or connect to urban infrastructure or service to all or any portion of the Preservation and Enhancement Area or Dedication Area, unless (a) the extension, expansion, or connection serves non-urban uses; or (b) the extension, expansion, or connection (i) is the minimum necessary to avoid an unconstitutional taking of private property, (ii) is the minimum necessary to comply with state or federal law, or (iii) is the minimum necessary to avoid specific, adverse impacts upon public health and safety.

7. Cooperating to cause the County General Plan land use designation for the Dedication Area to be changed to Parks and Recreation (PR).

8. Consistent with the existing policies and except as otherwise provided therein, each party agreeing understanding that the County does not support amending the General Plan Land Use designation for all or any portion of the Preservation and Enhancement Area or Dedication Area, unless such proposed amendment is for one or more of the following County General Plan Land Use designations: Agricultural Lands, Public and Semi-Public, Open Space, or Parks and Recreation; or other non-urban uses.

9. Consistent with the existing policies and except as otherwise provided therein, each party understanding that the County does not support amending the zoning designations in the Preservation and Enhancement Area or Dedication Area to change the zoning to a non-agricultural designation or other designation that is not compatible with agriculture, open space, park, recreation and other non-urban uses.

10. Consistent with the existing policies, and except as otherwise provided therein, each party agreeing that it does not support any future urban development in the Preservation and Enhancement Area or Dedication Area.

11. Agreeing to work together to support, develop, and implement policies, programs, and other actions intended to enhance agriculture and to preserve open space, wetlands, parks, recreation, and other non-urban uses in the Preservation and Enhancement Area.

For the foregoing reasons and as otherwise supported by substantial evidence in the administrative record, this Board hereby adopts this Statement of Overriding Considerations ("SOC"), which has balanced the benefits of the Project against its significant unavoidable adverse environmental impacts in reaching a decision to approve the Project.

## VIII. RECORD OF PROCEEDINGS

For purposes of CEQA and these findings, the record before the County includes the following:

- The RDEIR and all appendices to the RDEIR;
- The FEIR and all appendices to the FEIR;
- All notices required by CEQA, staff reports, and presentation materials related to the Project;
- All studies conducted for the Project and contained in, or referenced by, staff reports, the RDEIR, or the FEIR;
- All public reports and documents related to the Project prepared for the County and other agencies;
- All documentary and oral evidence received and reviewed at public hearings, public meetings, study sessions, and workshops and all transcripts and minutes of those hearings related to the Project, the RDEIR, and the FEIR;
- For documentary and informational purposes, all locally-adopted land use plans and ordinances, including, without limitation, general plans, specific plans and ordinances, master plans together with environmental review documents, findings, mitigation monitoring programs, and other documentation relevant to planned growth in the area; and
- Any additional items not included above if otherwise required by law.

The Project EIR is incorporated into these findings in its entirety. Without limitation, this incorporation is intended to elaborate on the scope and nature of mitigation measures, the basis for determining the significance of impacts, the comparative analysis of

alternatives, and the reasons for approving the Project in spite of the potential for associated significant and unavoidable adverse impacts.

## PROJECT FINDINGS

## IX. General Plan Consistency

A. Overall General Plan Consistency

1. The General Plan is comprised of numerous goals, objectives, policies, principles, implementation measures, programs, and performance standards (collectively "General Plan Components"). At times, these General Plan Components necessarily compete with each other. For example, the General Plan promotes managed growth while simultaneously promoting protection of undeveloped land. As part of approving the Tassajara Parks project ("Project"), the Board has considered all applicable General Plan Components and the extent to which the Project conforms to each.

2. The General Plan comprises an integrated, internally consistent and compatible statement of policies for the County. The Project is consistent with, in harmony with, and implements the General Plan and zoning, as amended by the Project, as well as all other applicable County plans, policies and regulations. The Board adopts the analysis of Project consistency contained in the Project's EIR (including, without limitation, the detailed consistency analysis set forth in Section 3.9 of the RDEIR) and in staff reports as well as other relevant materials in the administrative record, as supplemented and clarified in these findings, with said analysis being incorporated herein by this reference. Nothing in the General Plan Amendment included in the Project's entitlements will cause the General Plan to become internally inconsistent. Accordingly, the Board hereby adopts and endorses the conclusions, reasoning, and findings regarding General Plan consistency set forth in the Project's EIR and staff reports as well as other relevant materials in the administrative record.

3. The financial impacts of the Project have been determined during the review process based upon the materials in the administrative record. The Project is consistent with the applicable General Plan Components set forth in the Growth Management Element as stated above and as further described in these findings. As required by the Growth Management Element, the Project will satisfy standard requirements and conditions that assure adequate infrastructure and services will be available. Accordingly, the Project complies with Public Facility and Services Element Policy 7-4. See also the detailed consistency discussion in Section 3.9 of the RDEIR as it relates to the nine relevant General Plan policies relating to growth management, the 65/35 Land Plan (or Ordinance), and the ULL.

4. Land Use Element Consistency: The Project will implement and promote the following General Plan Components set forth in the Land Use Element, which are stated without any intent to diminish or ignore other provisions that are implemented and promoted by the General Plan:

   Relevant Land Use Goals include the following:

   a) 3-A: To coordinate land use with circulation, development of other infrastructure facilities, and protection of agriculture and open space, and to

allow growth and the maintenance of the County's quality of life. In such an environment, all residential, commercial, industrial, recreational and agricultural activities may take place in safety, harmony, and to mutual advantage.

b) 3-C: To encourage aesthetically and functionally compatible development which reinforces the physical character and desired images of the County.

c) 3-D: To recognize and support existing land use densities in most communities, while encouraging higher densities in appropriate areas, such as near major transportation hubs and job centers.

d) 3-F: To permit urban development only in locations of the County within identified outer boundaries of urban development where public service delivery systems that meet applicable performance standards are provided or committed.

Relevant Land Use Policies including the following:

a) 3-5: New development within unincorporated areas of the County may be approved, providing growth management standards and criteria are met or can be assured of being met prior to the issuance of building permits in accordance with the growth management.

b) 3-6: Development of all urban uses shall be coordinated with provision of essential community services or facilities including, but not limited to, roads, law enforcement and fire protection services, schools, parks, sanitary facilities, water and flood control.

c) 3-7: The location, timing and extent of growth shall be guided through capital improvements programming and financing (i.e., a capital improvement program, assessment districts, impact fees, and developer contributions) to prevent infrastructure, facility and service deficiencies.

d) 3-10: The extension of urban services into agricultural areas outside the Urban Limit Line, especially growth-inducing infrastructure, shall be generally discouraged.

e) 3-11: Urban uses shall be expanded only within an Urban Limit Line where conflicts with the agricultural economy will be minimal.

f) 3-12: Preservation and buffering of agricultural land should be encouraged as it is critical to maintaining a healthy and competitive agricultural economy and assuring a balance of land uses. Preservation and conservation of open space, wetlands, parks, hillsides and ridgelines should be encouraged as it is crucial to preserve the continued availability of unique habitats for wildlife and

plants, to protect unique scenery and provide a wide range of recreational opportunities for County residents.

g) 3-14: Protect prime productive agricultural land from inappropriate subdivisions.

h) 3-18: Flexibility in the design of projects shall be encouraged in order to enhance scenic qualities and provide for a varied development pattern.

i) 3-24: Housing opportunities shall be improved through encouragement of distinct styles, desirable amenities, attractive design and enhancement of neighborhood identity.

j) 3-25: Innovation in site planning and design of housing developments shall be encouraged in order to upgrade quality and efficiency of residential living arrangements and to protect the surrounding environment.

k) 3-28: New residential development shall be accommodated only in areas where it will avoid creating severe unmitigated adverse impacts upon the environment and upon the existing community.

l) 3-29: New housing projects shall be located on stable and secure lands or shall be designed to mitigate adverse or potentially adverse conditions. Residential densities of conventional construction shall generally decrease as the natural slope increases.

5. Transportation and Circulation Element Consistency: No portion of the Project will jeopardize or adversely impact the Land Use Element's correlation with the Transportation and Circulation Element. See Section XIX.A of these findings for additional information regarding the Project's consistency and compliance with applicable traffic and transportation standards. In addition, as detailed more fully in the Project's EIR and other relevant materials in the administrative record, the Project will implement and promote the following General Plan Components set forth in the Transportation and Circulation Element, which are stated without any intent to diminish or ignore other provisions that are implemented and promoted by the General Plan:

Relevant Roadway and Transit Goals include the following:

a) 5-A: To provide a safe, efficient and integrated multimodal transportation system.

b) 5-E: To permit development only in locations of the County where appropriate traffic level of service standards are ensured.

c) 5-G: To provide access to new development while minimizing conflict between circulation facilities and land uses.

Relevant Roadway and Transit Policies include the following:

a) 5-3: Transportation facilities serving new urban development shall be linked to and compatible with existing and planned roads, bicycle facilities, pedestrian facilities and pathways of adjoining areas, and such facilities shall use presently available public and semi- public rights of way where feasible.

b) 5-4: Development shall be allowed only when transportation performance criteria are met and necessary facilities and/or programs are in place or committed to be developed within a specified period of time.

c) 5-11: The use of freeways for community circulation shall be minimized by prioritizing transit circulation, safe, direct non-motorized routes, and secondarily by additional arterials and expressways.

d) 5-12: The use of local and collector roadways for neighborhood circulation shall be encouraged.

e) 5-13: The use of pedestrian and bicycle facilities shall be encouraged. Proper facilities shall be designed to accommodate bikes, pedestrians, and transit.

f) 5-17: Emergency response vehicles shall be accommodated in development project design.

g) 5-18: The design and the scheduling of improvements to arterials and collectors shall give priority to intermodal safety over other factors including capacity.

h) 5-21: New development shall contribute funds and/or institute programs to provide adequate bicycle and pedestrian facilities where feasible.

i) 5-24: Use of alternative forms of transportation, such as transit, bike and pedestrian modes, shall be encouraged in order to provide basic accessibility to those without access to a personal automobile and to help minimize automobile congestion and air pollution.

Relevant Roadway and Transit Implementation Measures include the following:

a) 5-j: Design local streets so that the widths and curvatures fit the needs of all users, the appropriate speed of travel, and the character of the surrounding site.

b) 5-k: Design a system of local and collector streets within a development to connect pedestrians and bicyclists with transit stops, activity centers and adjacent neighborhoods.

Relevant Pedestrian Facilities and Bikeways Goals, Policies and Implementation Measures include the following:

a) 5-O: Plan for the needs of bicyclists and pedestrians.

b) 5-L: Expand, improve and maintain facilities for walking and bicycling

c) 5-M: Improve safety for pedestrians and bicyclists.

d) 5-37: Identify gaps in the bicycle network and needed improvements to pedestrian districts and key activity centers and define priorities for eliminating these gaps and making needed improvements. Facilities shall be designed to the best currently available standards and guidelines.

e) 5-39: Reduce conflicts among motorists, pedestrians and bicyclists.

f) 5-45: Accommodate and encourage other agencies to accommodate the needs for mobility, accessibility and safety of bicyclists and pedestrians when planning, designing and developing transportation improvements.

g) 5-aj: Where possible, roads selected for the comprehensive bikeway system should be 35 mph or less.

h) 5-al: Ensure that pedestrian connectivity is preserved or enhanced in new developments by providing short, direct pedestrian connections between land uses and to building entrances.

i) 5-an: Promote planning and coordination of pedestrian and bicycle facilities among cities, transit agencies and public utilities.

j) 5-ar: Streetscape improvements should be included in the design of high usage pedestrian facilities to encourage pedestrian activity. This would include improvements such as benches, public art, drinking fountains and pedestrian-scale lighting fixtures.

k) 5-at: Traffic calming measures should be designed so they improve pedestrian and bicycle movement in residential neighborhoods and commercial districts as well as strategic corridors between them that help form the comprehensive bicycle network.

l) 5-ax: Use traffic control devices such as signs, signals or lights to warn motorists that pedestrians or bicyclists are in the roadway.

m) 5-ay: Provide buffers between roads and sidewalks utilizing planter strips or buffer zones that provide streetscape improvements.

n) 5-be: Incorporate sidewalks, bike paths, bike lanes, crosswalks, pedestrian cut-throughs, or other bicycle pedestrian improvements into new projects.

o) 5-bg: Accommodate cyclists and pedestrians during construction of transportation improvements and other development projects.

Relevant Scenic Routes Policies include the following:

a) 5-54: For lands designated for urban use along scenic routes, planned unit developments shall be encouraged in covenant with land development projects.

Relevant Scenic Routes Implementation Measures include the following:

a) 5-bj: Consider the visual qualities and character of the corridor in reviewing plans for new roads, road improvements, or other public projects. This should include width, alignment, grade, slope and curvatures of traffic islands and side paths, drainage facilities, additional setbacks, and landscaping.

## X. Urban Limit Line Change

A. Section 82-1.018(a) of the County Ordinance Code (Changes to the Urban Limit Line) allows for changes to the ULL provided that the changes do not violate the 65/35 Land Preservation Standard, there is a four-fifths vote of the Board of Supervisors, and one or more of seven requisite findings exist based on substantial evidence in the record. One of the seven findings pertains to the execution of a preservation agreement, and reads as follows:

"A majority of the cities that are party to a preservation agreement and the county have approved a change to the urban limit line affecting all or any portion of the land covered by the preservation agreement."

As set forth in Section 82-1.024 of the 65/35 Ordinance, a "preservation agreement" is an agreement with the County and one or more cities in the County designed to preserve certain land in the County for agriculture, open space, wetlands, parks, and other non-urban uses. The foregoing is intended to reflect the desired relevant interagency collaboration on land use issues, particularly in areas that have been long-subject to disputes in this regard.

The County, City of San Ramon, and the EBRPD have negotiated a Preservation Agreement. The Preservation Agreement covers 17,667 acres in the Tassajara Valley area and includes the Project Site. The Tassajara Valley Agricultural Preservation and Enhancement Area (as defined therein) is generally not appropriate for urban growth because of its physical unsuitability for development, unstable geological conditions, inadequate water availability, lack of appropriate infrastructure, distance from existing development, likelihood of substantial environmental damage or substantial injury to fish or wildlife or their habitat, and other similar factors.

In recognition of those facts, the proposed Agricultural Preservation Agreement is designed to preserve the Tassajara Valley Agricultural Preservation and Enhancement Area for agriculture, open space, wetlands, parks, recreation and other non-urban uses by committing the parties thereto to numerous principles, including, among others, memorializing and reaffirming each party's respective commitment to preserving land in the Tassajara Valley Agricultural Preservation and Enhancement Area consistent with the parties' respective existing policies and principles and requiring urban development to be effectively buffered from land planned for agricultural, open space, parks, recreation or other non-urban uses.

The parties' commitments to these existing policies and principles would preserve the existing non-urban state of the Tassajara Valley Agricultural Preservation and Enhancement Area by reinforcing a buffer of lands that may only be used for nonurban purposes consistent with existing ULL/UGB principles and policies. To reiterate, this merely reflects an ongoing commitment to the parties' existing land use principles and policies related to urban sprawl and growth management.

As described above, once executed by the parties, the Preservation Agreement will protect and enhance agriculture and preserve and enhance open space, wetlands, parks, recreation, and other non-urban uses. The Preservation Agreement provides that the County is authorized to find that the Agreement satisfies Section 82-1.018(a)(3).

B. The Preservation Agreement reflects agreement, among other things, on the following:

1. Memorialize and reaffirm each party's respective commitment to preserving land in the Preservation and Enhancement Area and Dedication Area by agreeing to apply each party's existing land preservation policies as codified in existing General Plan, zoning policies and master planning documents and agreeing that the Preservation and Enhancement Area and the Dedication Area (as those terms are defined therein) are outside the ULL/UGB, both of which prevent urban development.

2. EBRPD agreeing that following County certification of the EIR and Project approval, it will accept fee title to the Dedication Area, either directly from the Developer or through a dedication from the Regional Parks Foundation.

3. Support the addition of the Preservation and Enhancement Area and Dedication Area to the Association of Bay Area Government's list of Priority Conservation Areas to improve access to grant funding for acquisition of land or easements from willing sellers.

4. Consistent with the existing policies and except as otherwise provided therein, each party agreeing not to support any proposal to annex all or any portion of the Preservation and Enhancement Area or Dedication Area into a municipality or a utility services district unless the annexation serves non-urban uses.

5. Consistent with the existing policies and except as otherwise provided therein, each party agreeing not to support any proposal to modify the SOI of any municipality or utility services district to include all or any portion of the Preservation and Enhancement Area or Dedication Area, unless the modification serves non-urban uses.

6. Consistent with the existing policies and except as otherwise provided therein, each party agreeing not to support any proposal to extend, expand, or connect to urban infrastructure or service to all or any portion of the Preservation and Enhancement Area or Dedication Area, unless the extension, expansion, or connection serves non-urban uses; or (b) the extension, expansion, or connection (i) is the minimum necessary to avoid an unconstitutional taking of private property,

(ii) is the minimum necessary to comply with state or federal law, or (iii) is the minimum necessary to avoid specific, adverse impacts upon public health and safety.

7. Cooperating to cause the County General Plan land use designation for the Dedication Area to be changed to Parks and Recreation (PR).

8. Consistent with the existing policies and except as otherwise provided therein, each party agreeing understanding that the County does not to support any amending the General Plan land use designation for all or any portion of the Preservation and Enhancement Area or Dedication Area, unless such proposed amendment is for one or more of the following County General Plan land use designations: Agricultural Lands, Public and Semi-Public, Open Space, or Parks and Recreation Uses; or other non-urban uses.

9. Consistent with the existing policies and except as otherwise provided therein, each party understanding that the County does not to support amending the zoning designations in the Preservation and Enhancement Area or Dedication Area to change the zoning to a non-agricultural designation or other designation that is not compatible with agriculture, open space park, recreation or other non-urban uses.

10. Consistent with the existing policies, and except as otherwise provided therein, each party agreeing that it does not support any future urban development in the Preservation and Enhancement Area or Dedication Area.

11. Agreeing to work together to support, develop, and implement policies, programs, and other actions intended to enhance agriculture and to preserve open space, wetlands, parks, recreation, and other non-urban uses in the Preservation and Enhancement Area.

C. The Preservation Agreement satisfies the requirements of Sections 82-1.018(a)(3) and 82-1.024 of the County Ordinance Code and applicable provisions of the Land Use Element of the County General Plan. The parties' commitments to the foregoing principles, coupled with the approval of the Project by the County (as well as other agencies having legal authority over aspect(s) of the Project), will help to preserve the existing non-urban state of the Tassajara Valley. This is accomplished by permanently preserving approximately 727 acres through conveyance to the EBRPD in fee, and by establishing a "green buffer" (including a significant amount of land owned and/or controlled by public entities) to serve as a permanent legal, practical, and physical barrier to urban development, beyond which the construction or extension of urban services will be inconsistent with the General Plan, thereby ensuring that no further urbanization of the Tassajara Valley occurs. Together, the Preservation Agreement and the Project will directly and substantially advance the primary objective of the County's 65/35 Land Preservation Standard.

## XI. 65/35 Land Preservation Standard

A. The Board has evaluated the Project's ULL change and General Plan Amendment in the context of the 65/35 Land Preservation Standard. It has been determined that approval of the ULL change and adoption of this General Plan Amendment to re-designate the 30-acre Residential Development Area from Agricultural Lands (a non-

urban land use designation) to Single-Family Residential-High Density (SH) (an urban land use designation) will not conflict with or otherwise impair the County's ability to maintain the 65/35 Land Preservation Standard. The Board has also evaluated the rezoning in the context of the 65/35 Land Preservation Standard and determined that rezoning the entire Project Site from Exclusive Agricultural (A-80) to Planned Unit District (P-1) will not conflict with or otherwise impair the County's ability to maintain the 65/35 Land Preservation Standard. The other portions of the Project Site that would be re-designated to PR (Parks and Recreation) and PS (Public and Semi-Public) and re-zoned to P-1 would allow only non-urban development and thus would not conflict with or otherwise impair the County's ability to maintain the 65/35 Land Preservation Standard.

B. As indicated by the Contra Costa County Department of Conservation and Development's Geographic Information Systems ("GIS") mapping system, there are over 8,000 acres of non-urban designated land within the ULL that could be eligible for conversion to urban land use designations without causing the County to exceed the 65/35 Land Preservation Standard (Contra Costa County 2013). Currently, only approximately 30 percent of the total land within the County is designated for urban land uses. As such, including the 30-acre Residential Development Area of the Project Site within the ULL will not cause the County to violate the 65/35 Land Preservation Standard. Furthermore, consistent with the 65/35 Land Preservation Standard, the Project will ensure the permanent protection and preservation of approximately 727 acres of land for non-urban uses such as agriculture, open space, parks, recreation, scenic uses, wetland preservation and creation, and habitat mitigation.

C. The Tassajara Valley has been the subject of intense development pressure for decades, in part because the ULL presently ends at Tassajara Hills Elementary School with privately-owned land immediately adjacent to and outside the ULL. The Project and its substantial land dedication in fee to EBRPD will facilitate permanent resolution of this issue by removing approximately 727 acres of land from any possibility of future urban development in perpetuity. This protected land comprises approximately 94% of the Project Site and ensures the permanent preservation of open space, wetlands, hillsides, ridgelines, wildlife and plant habitat, and unique scenery in the Tassajara Valley, consistent with and further implementing the 65/35 Land Preservation Standard.

D. Land preservation will be accomplished by including the 30-acre Residential Development Area within the adjusted ULL and the accompanying conveyance to EBRPD of approximately 727 acres of land outside the ULL and within the Northern and Southern Sites in fee to be protected in perpetuity for park, recreation, open space and other non-urban uses . Portions of the conveyed acreage within the Southern Preservation Area will also be subject to a conservation easement, as further described in Section 3.4 of the RDEIR, for purposes of mitigating habitat impacts identified in the RDEIR, all of which will prevent future urban development. Most of the Project Site (approximately 94%) will thus permanently remain in its predominantly natural, scenic, agricultural, and open space condition. By allowing the Project to proceed, the accompanying dedication of 727 acres of land results in that land immediately adjacent to and outside the ULL being publicly owned, rather than privately owned, thus alleviating the urban development pressures in this area. This land dedication to EBRPD will result in the imposition of legal and physical constraints

that will effectively establish a “green buffer” to prevent additional urban development in this area.

E. The 30-acre Residential Development Area is in a location of relatively minimal topographical relief and will not extend north to the adjacent hilltops and ridgelines. As discussed in more detail in Section 3.1 of the RDEIR, the improvements proposed within the Residential Development Area will be consistent with existing surrounding communities by avoiding urban development on hillsides and ridgelines. This would in turn preserve foothill and valley views that are visible from adjacent scenic ridgelines and Camino Tassajara. Including the Residential Development Area within the ULL will also constitute a logical extension of urbanized development and services into a relatively flat, geologically stable area that is surrounded by rolling hills and ridges. Moreover, this 30-acre area is devoid of any significant agricultural value or natural resources, as discussed more fully in Section 3.3 of the RDEIR. The permanent preservation of approximately 727 acres of land for non-urban uses will discourage grid-like land division, permanently alleviate the pressure for urban development in this area, and protect the Tassajara Valley from more intensive levels of urban development that might occur as a result of changes in the law that may otherwise facilitate urban development.

F. All the Project’s urban land uses will be located within the Single-Family Residential-High Density (SH) land use designation and within the 30-acre change to the ULL, as allowed by Ordinance Code section 82-1.018(a).

   The General Plan describes a broad range of non-urban uses under the 65/35 Land Preservation Standard, including open space, agricultural, recreational, and public/semi-public uses such as schools, public offices, highways, major flood control rights-of-way, and railroads. (*See, e.g.*, General Plan at p. 3-33.) All Project features outside of the Residential Development Area are non-urban in nature. The Contra Costa County Ordinance defines “nonurban uses” as “rural residential and agricultural structures allowed by applicable zoning and facilities for public purposes, whether privately or publicly funded or operated, which are necessary or desirable for the public health, safety or welfare or by state or Federal law.” Chapter 82-1 also characterizes agriculture, open space, wetlands, and parks as a non-exhaustive list of examples of non-urban uses. Accordingly, and consistent with the applicable provisions of the General Plan and with the County’s historical land use practice and as discussed more fully in the FEIR, the Project’s proposed uses located outside the ULL (including ongoing agriculture in the form of grazing, open space, wetlands, parks, recreation, stormwater detention basin, staging area, trail, and grading) are all non-urban in nature.

G. By rezoning the site from A-80 (Exclusive Agricultural) to a project-specific P-1 (Planned Unit) zoning district, the Project will substantially reduce the number and intensity of non-urban land uses allowed at the Project Site. Such reduction in intensity is consistent with the 65/35 Land Preservation Standard and the purposes behind it.

   For example, the project-specific P-1 zoning district will allow development of 125 single-family homes, interior roadways, landscaping and utilities, all within the 30-acre Residential Development Area. The respective P-1 district will also allow approximately 27.29 acres of non-urban uses such as a detention basin, a pump station, one staging area, a trail, and related grading. Lastly, the respective P-1 zoning

district will designate the approximately 118-acre balance of the Northern Site for non-urban uses such as agriculture (including grazing), open space, scenic uses, parks, recreation, wetlands, and habitat mitigation. The ability to establish higher-impact commercial agricultural land uses, such as wholesale horticulture and floriculture, dairying, livestock production, poultry raising, livestock breeding, aviaries, apiaries, and forestry are permitted by right within the existing A-80 zoning. However, with the project-specific P-1 zoning district, establishment of the uses listed above would require a discretionary review and modification of the P-1 district.

The respective P-1 zoning district will preserve approximately 609 acres of the Southern Site by designating the area for uses such as land for agriculture (including grazing), open space, scenic uses, park, recreation, wetlands, and habitat mitigation. This will in-turn prevent the establishment of urban uses and any incompatible land uses within the boundaries of the Southern Site. The P-1 zoning district will also identify a 7-acre area for a potential future public/semi-public use (San Ramon Valley Fire Protection District) in accordance with the County's Urban Limit Line and other relevant County provisions.

## XII. General Plan Map Amendment

A. Pursuant to Government Code Section 65358(a), the General Plan may be amended if deemed to be in the public interest. The General Plan Amendment will promote public health, safety, and welfare, and provide benefits beyond those that could be achieved under the current General Plan. Re-designating the Project to SH (Single-Family Residential, High Density), PR (Parks and Recreation), and PS (Public and Semi-Public) designations will allow the Project to implement and promote the General Plan policies and provisions noted in Section VIII of these Findings. The Project will provide extensive public benefits via: (1) permanent preservation of approximately 727 acres of land for non-urban uses; (2) creation of a "green buffer" between existing urban and non-urban uses that will alleviate long-standing development pressures for the Tassajara Valley area; (3) dedication of land and related improvements to EBRPD for one staging facility connecting trail; (4) dedication of an approximately 7-acre site for a potential future fire station training facility; (5) installation of circulation and parking improvements at the adjacent Tassajara Hills Elementary School to address existing deficiencies; (6) an irrevocable four million dollar ($4,000,000) contribution to an agricultural enhancement fund established by the County; and (7) a non-refundable $2,500,000 contribution to the County Livable Communities Trust Fund.

## XIII. Annual Statutory Limit on General Plan Amendments

Pursuant to Government Code Section 65358(b), no mandatory element of the General Plan may be amended more than four times per calendar year. The proposed General Plan Amendment affects the Land Use Element, a mandatory element, and constitutes the third amendment to such element for calendar year 2020.

## XIV. Rezoning and Final Development Plan Findings

Rezoning the Project Site from an Exclusive Agriculture (A-80) to a Planned Unit (P-1) zoning district will promote public health, safety and welfare, and provide benefits beyond those that could be achieved under the current zoning. Rezoning the Project Site as proposed will eliminate the ability to perform certain higher-impact commercial agricultural

activities that would otherwise be permitted as of right under the existing A-80 zoning. This includes uses such as wholesale horticulture and floriculture, wholesale nurseries and greenhouses, mushroom rooms, dairying, livestock production, fur farms, poultry raising, animal breeding, aviaries, apiaries, forestry, and similar agricultural uses. This reduction in intensity is consistent with the 65/35 Land Preservation Standard and the purposes behind it. In addition, rezoning the Project Site to a project-specific P-1 district contributes to the preservation and permanent protection of approximately 727 acres of land for agriculture (including grazing), open space, scenic uses, park, recreation, wetlands, and habitat mitigation by preventing the establishment of urban uses and any incompatible land uses thereon, as well as providing areas where other potential public/semi-public uses may be pursued by certain public entities in the future if such uses are in accordance with the County's Urban Limit Line and other relevant County provisions. The following will occur through offers to dedicate the foregoing lands in fee to EBRPD (and to SRVFPD for purposes of a 7-acre parcel).

A. **Rezoning Findings**

1. *Required Finding: The change proposed will substantially comply with the General Plan.*

   Project Finding: The project-specific P-1 zoning district will allow for the development of 125 single-family residential lots and associated improvements, pedestrian staging area, park/recreation areas, potential future SRVFPD facility improvements, and habitat mitigation areas. The residential component will be consistent with the SH designation of the 30-acre portion of the Northern Site (Residential Development Area) within which it will be located. Any potential future SRVFPD use and improvements will be consistent with the PS (Public/Semi-Public) designation of the 7-acre portion of the Southern Site (and subject to the County's discretionary land use permit process if and when SRVFPD accepts the offer of dedication and elects to proceed to develop some type of fire facility), and the remaining park, recreational, open space, wetland creation, and habitat uses will all be consistent with uses allowed within the remaining area that are designated as PR (Parks and Recreation). In addition to their compliance with their respective General Plan Land Use designations, the uses permitted under the project-specific P-1 will also be consistent with various other applicable policies and goals of the General Plan associated with the 65/35 Land Preservations Standard, transportation, utilities, conservation, and safety. The Project's compliance with these policies and goals, with respect to the uses allowed with the project P-1, are described in further detail above in the "General Plan Consistency" section of these findings as well as in Section 3.9 of the RDEIR and the FEIR.

2. *Required Finding: The uses authorized or proposed in the land use district are compatible within the district, and to uses authorized in adjacent districts.*

   Project Finding: The project-specific P-1 zoning district will allow for the development of 125 single-family residential lots and associated improvements, pedestrian staging area, park/recreation areas, potential future SRVFPD facility improvements, and habitat mitigation areas. Generally speaking, parks and recreational areas are intended to serve urbanized areas of the County and are essential to the physical and mental well-being of their residents. The Residential

Development Area will be in close proximity and have easy access to, the pedestrian staging facility and the Northern Site's park/recreation area. This configuration encourages commingling of, and reaffirms the compatibility of, the two land uses. Any potential future SRVFPD facility improvements are compatible with all allowed uses within the district due to its sole purpose of contributing towards providing fire protection services in the surrounding area and will be subject to the County's discretionary land use permit process. The wetland preservation/creation and habitat mitigation uses will be located at the Southern Site along with parks and recreation, open space, and future fire protection services uses. If the offer of dedication is accepted by the SRVFPD, any future improvements or uses on that parcel will be limited to those of a fire protection nature, which will have little potential for conflict with the adjacent wetland preservation/creation and habitat mitigation areas.

The residential and open space/recreational uses within the Northern Site will be surrounded by the Tassajara Hills Elementary School, similar residential uses associated with the Blackhawk and Alamo Creek communities, SRVFPD Station #36, undeveloped agricultural lands, and agriculturally zoned parcels with low-density residential development. These uses are all residential in nature, and thus will be compatible, as further discussed in Sections 3.2, 3.9 of the RDEIR and the FEIR.

The residential uses are located in an area of minimal topographical relief and will not extend north to the on-site hilltops. The Project's residential uses will be consistent with the aesthetics of the surrounding residential and urban areas, and will be compatible with the dominance, scale, diversity, and continuity of adjacent urban land uses (i.e., residences, Tassajara Elementary School, Fire Station, and soccer complex) located directly to the west and southwest. The residential component of the Project has been designed to complement surrounding architectural styles and will include building materials similar to those used in the Project vicinity. In addition, the Residential Development Area will be consistent in scale and size with other development in the immediate vicinity of the Project Site, including one- and two- story residences. Conformance with applicable regulations and policies set forth by Contra Costa County requiring design review, such as Ordinance Code 84-66.1402 (design objectives for P-1 planned unit districts), will further ensure that the visual character and quality of the Residential Development Area is consistent with community standards.

Furthermore, once all necessary approvals have been obtained and the Project is constructed, it will include all required and desirable fundamental elements such as public water and wastewater services, fire protection infrastructure, a storm drainage system, solid waste collection, and basic utilities (i.e. gas, electricity) needed to safely operate a development of this size and nature. In addition, the Project will include the following amenities: areas permanently preserved and protected for open space, agriculture, scenic uses, parks, recreation, wetlands, and habitat mitigation; a staging area and related improvements to be offered for dedication to EBRPD; and circulation and parking improvements to be installed on

the adjacent school site to address existing deficiencies. The Project's limited urban development on a small portion of the overall Project Site (with approximately 94% of the Project Site being permanently protected for non-urban uses) reflects and efficient and thoughtful utilization of the Project Site, which will result in the permanent preservation and protection of the vast majority of the Project Site for open space, agriculture, scenic uses, parks, recreation, wetlands, and habitat mitigation and other non-urban uses.

3. *Required Finding: Community need has been demonstrated for the use proposed, but this does not require demonstration of future financial success.*

   Project Finding: There is an increasing and continuous demand for additional housing stock within Contra Costa County, which the Project's residential uses will contribute towards reducing. In addition, the Project's substantial contribution of open space lands for permanent protection and preservation helps sustain the County's 65/35 Land Preservation Standard. Furthermore, the Project's dedication of land and/or improvements to the EBRPD, SRVFDP, and San Ramon Valley Unified School District (SRVUSD) properties will result in significant contributions to facilitate the broader community needs as they relate to park and recreational uses, fire protection facilities, and school site improvements.

B. **Planned Unit (P-1) District Findings**

1. *Required Finding: The applicant intends to start construction within two and one-half years from effective date of zoning change and plan approval.*

   Project Finding: Representatives of the Applicant have publicly stated an intent to start construction as quickly as feasible and within two years of the Effective Date of the Development Agreement (as that term is defined therein). However, the anticipated construction date is subject to obtaining all necessary approvals from other public agencies and depends on market and other considerations.

2. *Required Finding: The proposed planned unit development is consistent with the County General Plan.*

   Project Finding: The proposed development is consistent with the General Plan as explained in detail above in the "General Plan Consistency" section of these Findings.

3. *Required Finding: In the case of residential development, it will constitute a residential environment of sustained desirability and stability, and will be in harmony with the character of the surrounding neighborhood and community.*

   Project Finding: The Residential Development Area will be located in a small portion of the southwest corner of the Northern Site and focused in an area of minimal topographical relief that would not extend north to the adjacent rolling hills. The Project's residential uses will be consistent with the aesthetics of the existing residential and urban character of the areas to the west, southwest, and south; and will be compatible with the dominance, scale, diversity, and continuity

of adjacent urban land uses (i.e., residences, Tassajara Elementary School, Fire Station, and soccer complex) located directly to the west and southwest. The residential component of the Project has been designed to complement surrounding architectural styles and will include building materials similar to those used in residential developments in the Project vicinity. In addition, improvements within the Residential Development Area will be consistent, in scale and size, with other development in the immediate vicinity of the Project Site, including one- and two-story residences. Conformance with applicable regulations and policies set forth by Contra Costa County that require design review, such as Ordinance Code 84-66.1402 (design objectives for P-1 planned unit districts), will ensure that the visual character and quality of the Residential Development Area is consistent with community standards.

4. *Required Finding: In the case of the commercial development, it is needed at the proposed location to provide adequate commercial facilities of the type proposed, and that traffic congestion will not likely be created by the proposed center, or will be obviated by presently projected improvements and by demonstrable provisions in the plan for proper entrances and exits, and by internal provisions for traffic and parking, and that the development will be an attractive and efficient center which will fit harmoniously into and will have no adverse effects upon the adjacent or surrounding development.*

   Project Finding: The Project does not involve a commercial element.

5. *Required Finding: In the case of proposed industrial development, it is fully in conformity with the applicable performance standards, and will constitute an efficient and well organized development, with adequate provisions for railroad and/or truck access service and necessary storage, and that such development will have no adverse effect upon adjacent or surrounding development.*

   Project Finding: The Project does not involve an industrial element.

6. *Required Finding: The development of a harmonious, integrated plan justifies exceptions from the normal application of this code.*

   Project Finding: The Project Site consists of various unique characteristics that warrant adoption of a Planned Unit zoning district. Portions of the Northern Site consists of very steep slopes, documented landslide areas, and valuable sensitive habitat resources that limit suitable development areas. In addition, the Applicant has included a substantial land preservation and dedication component to the Project, which will be more easily executed and managed the more contiguous the configuration of the land to be preserved. When the unique characteristics of the land, the goal of reducing impacts to environmental resources, and a desire for the most contiguous and publicly accessible preserved lands configuration were considered together, the proposed residential development within a portion of the Northern Site is restricted to a 30-acre area in the southwest region of the property. To efficiently utilize this compact 30-acre development envelope while also maintaining consistency with surrounding residential developments, the Project design requires exceptions and/or variations from the standard lot dimension,

structure yard and setback, and other development standards of the County's standard residential zoning districts.

## XVI. Vesting Tentative Map Findings

A. *Required Finding: The advisory agency shall not approve a tentative map unless it shall find that the proposed subdivision, together with the provisions for its design and improvement is consistent with the applicable general and specific plans required by law.*

Project Finding: The Project's Vesting Tentative Subdivision Map (VTM) application has been reviewed along with all other submitted plans, and for compliance with applicable regulations in effect on the date the application was deemed complete. The development shown on the VTM, as a whole, is consistent with the General Plan as explained in further detail in the "General Plan Consistency" section of these findings. There is no specific plan that covers the Project Site.

B. *Required Finding: The advisory agency shall make findings as required concerning the fulfillment of construction requirements.*

Project Finding: The design of the subdivision provides, to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision within the meaning of Government Code section 66473.1. The Project will be subject to then-current building codes that require energy efficiency pursuant to applicable State of California Green Building standards. The VTM has been conditioned to require the undergrounding of all new utility distributions within the 30-acre Residential Development area. Any relevant undergrounding would be subject to Government Code section 66473.6, addressing reimbursements for relocating or undergrounding certain utilities. Lastly, the Project has been conditioned in a manner that requires the Applicant to complete most of the construction requirements (i.e. roadway improvements, drainage improvements) prior to recordation of the Final Map unless construction of said improvements are guaranteed with sufficient security in accordance with the Subdivision Map Act and the County's Subdivision Ordinance.

## XVII. Development Agreement Findings

A. In accordance with State law, the County adopted Resolution No. 85/412 and Ordinance No. 92-73 establishing rules, regulations, procedures, and requirements for consideration and adoption of development agreements ("Development Agreement Regulations"). The Development Agreement for the Project has been processed, considered, and executed in accordance with the Development Agreement Regulations.

B. As detailed more fully therein, the Development Agreement for the Project vests the ability to build the Project in accordance with Applicable Law (as that term is defined therein), and provides an additional enforcement mechanism (in addition to the COAs) to ensure satisfaction of the Project's various funding and dedication obligations and provision of identified community benefits.

C. The Development Agreement is consistent with and in compliance with the County's General Plan for the reasons set forth above in these Findings.

D. The Development Agreement promotes public health, safety and welfare by granting certainty to enable the Project to be pursued under an established set of local plans and regulations, which will also ensure that the public benefits (as described more fully in the Development Agreement, COAs, and these Findings), provided that the Project occurs.

## XVIII. Tree Removal Findings

The County decision-making body is satisfied that the following factors, as provided by County Code Section 816-6.8010 for granting a tree permit, have been satisfied as stated below:

- Reasonable development of the Project Site as proposed by the Project would require removal and/or work within the dripline of code-protected trees, and this development could not be reasonably accommodated on another area of the lot.

Even though there are relatively few trees located within its 155-acre area, the large majority of existing trees on the Northern Site are clustered in the southwestern and northeastern regions. In the interest of avoiding steep slopes and documented landslide areas, avoiding sensitive habitat areas to reduce the level of environmental impacts, and providing easy roadway access, development of the proposed 125 residences, related on-site improvements and pedestrian staging area have been focused in these two regions of the Northern Site. Because these are the most-suitable locations for development, existing trees must be altered or removed.

## XIX. Exception Findings

A. Exception from requirement from frontage improvements and pavement widening.

1. Required Finding: That there are unusual circumstances or conditions affecting the property.

   Project Finding: Given the nature of the Project's residential component (which is limited to the 30-acre Residential Development Area), there are no frontage improvements proposed beyond "A" Street and no other frontage improvements in the area that the new Project improvements would be connected to. In addition, no new public improvements would be allowed in the future because this is the last private property along Camino Tassajara with the potential to be subdivided following a 30-acre change to the ULL. Granting the requested exception further helps to ensure the preservation of the vast majority of the Project Site for non-urban uses and maintains the rural residential nature of the Project vicinity generally.

2. Required Finding: That the exception is necessary for the preservation and enjoyment of a substantial property right of the applicant.

   Project Finding: The requirement to construct frontage improvements beyond "A" Street would be inconsistent with the ULL and with the Project objectives, such as serving as a buffer and transition zone between existing urban and permanently

protecting the non-urban uses and non-urban characteristics of the vast majority of the Project Site.

3. Required Finding: That the granting of the exception will not be materially detrimental to the public welfare or injurious to other property in the territory in which the property is situated.

   Project Finding: Granting the requested exception will not be materially detrimental to the public welfare or injurious to other property in the area because the Project will not develop urban land uses east of the Residential Development Area on the Northern Site. Moreover, granting the requested exception will be consistent with existing development patterns in the Project vicinity that are rural residential in character generally.

B. Exception from the requirement for streetlights within one mile of an existing school.

1. Required Finding: That there are unusual circumstances or conditions affecting the property.

   Project Finding: Given the nature of the Project's residential component (which is limited to the 30-acre Residential Development Area), there are no street lights proposed beyond "A" Street and no other street lights in the area that the new Project improvements would be connected to. In addition, no new streetlights would be allowed in the future because this is the last private property along Camino Tassajara with the potential to be subdivided following a 30-acre change to the ULL. Granting the requested exception further helps to ensure the preservation of the vast majority of the Project Site for non-urban uses and maintains the rural residential nature of the Project vicinity generally.

2. Required Finding: That the exception is necessary for the preservation and enjoyment of a substantial property right of the applicant.

   Project Finding: The requirement to install streetlights beyond "A" Street would be inconsistent with the ULL and with the Project objectives, such as serving as a buffer and transition zone between existing urban and permanently protecting the non-urban uses and non-urban characteristics of the vast majority of the Project Site.

3. Required Finding: That the granting of the exception will not be materially detrimental to the public welfare or injurious to other property in the territory in which the property is situated.

   Project Finding: Granting the requested exception will not materially detrimental to the public welfare or injurious to other property in the area because the Project would not develop urban land uses east of the Residential Development Area on the Northern Site. Moreover, granting the requested exception will be consistent with existing development patterns in the Project vicinity, which are rural residential in character generally.

C. Exception to the requirement for frontage improvements on the side or sides of the roadway adjacent to the subdivision.

1. Required Finding: That there are unusual circumstances or conditions affecting the property.

   Project Finding: Given the nature of the Project's residential component (which is limited to the 30-acre Residential Development Area), there are no frontage improvements proposed beyond "A" Street and no other frontage improvements in the area that the new Project improvements would be connected to. In addition, no new public improvements would be allowed in the future because this is the last private property along Camino Tassajara with the potential to be subdivided following a 30-acre change to the ULL. Granting the requested exception further helps to ensure the preservation of the vast majority of the Project Site for non-urban uses and maintains the rural residential nature of the Project vicinity generally.

2. Required Finding: That the exception is necessary for the preservation and enjoyment of a substantial property right of the applicant.

   Project Finding: The requirement to construct frontage improvements beyond "A" Street would be inconsistent with the ULL and with the Project objectives, such as serving as a buffer and transition zone between existing urban and permanently protecting the non-urban uses and non-urban characteristics of the vast majority of the Project Site.

3. Required Finding: That the granting of the exception will not be materially detrimental to the public welfare or injurious to other property in the territory in which the property is situated.

   Project Finding: Granting the requested exception will not materially detrimental to the public welfare or injurious to other property in the area because the Project would not develop urban land uses east of the Residential Development Area on the Northern Site. Moreover, granting the requested exception would be consistent with existing development patterns in the Project vicinity, which are rural residential in character generally.

D. Exception to the requirement for sidewalks within one mile of an existing school.

1. Required Finding: That there are unusual circumstances or conditions affecting the property.

   Project Finding: Given the nature of the Project's residential component (which is limited to the 30-acre Residential Development Area), there are no sidewalks proposed beyond "A" Street and no other sidewalks in the area that the new Project improvements would be connected to. In addition, no new sidewalks would be

allowed in the future because this is the last private property along Camino Tassajara with the potential to be subdivided following a 30-acre change to the ULL. Granting the requested exception further helps to ensure the preservation of the vast majority of the Project Site for non-urban uses and maintains the rural residential nature of the Project vicinity generally.

2. Required Finding: That the exception is necessary for the preservation and enjoyment of a substantial property right of the applicant.

   Project Finding: The requirement to construct frontage improvements beyond "A" Street would be inconsistent with the ULL and with the Project objectives, such as serving as a buffer and transition zone between existing urban and permanently protecting the non-urban uses and non- urban characteristics of the vast majority of the Project Site.

3. Required Finding: That the granting of the exception will not be materially detrimental to the public welfare or injurious to other property in the territory in which the property is situated.

   Project Finding: Granting the requested exception will not materially detrimental to the public welfare or injurious to other property in the area because the Project would not develop urban land uses east of the Residential Development Area on the Northern Site. Moreover, granting the requested exception would be consistent with existing development patterns in the Project vicinity, which are rural residential in character generally.

E. Exception to the requirement for the placement of overhead utility distribution facilities within any subdivision to be place underground.

1. Required Finding: That there are unusual circumstances or conditions affecting the property.

   Project Finding: Given the nature of the Project's residential component (which is limited to the 30-acre Residential Development Area), there are few undergrounded utilities along Camino Tassajara east of "A" Street, if any, that the required underground utility improvements would be connected to, and none are expected in the future as this is the last property along Camino Tassajara with the potential for being subdivided following a 30-acre change to the ULL. Therefore, overhead utilities are a well-established characteristic in the neighborhood. Granting the requested exception further helps to ensure the preservation of the vast majority of the Project Site for non-urban uses and maintains the rural residential nature of the Project vicinity generally.

2. Required Finding: That the exception is necessary for the preservation and enjoyment of a substantial property right of the applicant.

Project Finding: The requirement to underground existing utilities along Camino Tassajara would be an inequitable cost imposed on the Applicant, as noted further below in finding (3).

3. Required Finding: That the granting of the exception will not be materially detrimental to the public welfare or injurious to other property in the territory in which the property is situated.

   Project Finding: As the existing overhead utilities along the Project frontage east of "A" Street are compatible with the rest of those along Camino Tassajara, there would be no perceived detriment to the public welfare resulting from the exception.

   In addition to exceptions from the infrastructure improvements above, the Applicant also requests an exception from Section 914-2.004 – "Offsite collect and convey requirements" for those portions of the Project outside the ULL as modified by the Project. Historically, large rural acreages in the County with little or no new impervious surfaces being created have been granted exceptions to this requirement. The additional peak runoff rate being generated by the Project within the ULL will be mitigated to at or below pre-development rates in accordance with applicable standards and requirements, thus downstream drainage conditions will not be worsened.

F. Exception to the requirement to meet all "collect and convey" standards.

1. Required Finding: That there are unusual circumstances or conditions affecting the property.

   Project Finding: The existing tributary for the Northern Site drains all surface runoff to the southern portion of the Northern Site along Camino Tassajara into an area of existing jurisdictional wetlands.

2. Required Finding: That the exception is necessary for the preservation and enjoyment of a substantial property right of the applicant.

   Project Finding: The requirement to continue the Project's stormwater system any further to the southern boundary of the Northern Site would create additional otherwise unnecessary impacts to jurisdictional wetlands, contrary to the Project's objective of protecting and preserving wetlands.

3. Required Finding: That the granting of the exception will not be materially detrimental to the public welfare or injurious to other property in the territory in which the property is situated.

   Project Finding: The potential for runoff discharge in excess of the existing condition for the Project will be mitigated by the fact the Project will collect and convey all onsite runoff to the proposed detention basin area at the southeast corner of the Residential Development Area. No additional downstream improvements to adjacent properties are required.

## XX. Growth Management Element Policies And Performance Standards

The County is eligible to receive local street maintenance and improvement funds generated by Measure C-1988 (and as extended via Measure J), only if the County (as well as each city within the County) develops a Growth Management Element as part of its General Plan. The purpose of the County's General Plan Growth Management Element is to establish policies and standards for traffic levels of service and performance standards for fire, police, parks, sanitary facilities, water, and flood control to ensure that public facilities consistent with adopted standards are provided. The Project is consistent with and complies with the applicable Growth Management Element policies and performance standards, as stated in these findings, the Project staff reports, the Project EIR, and other relevant materials in the administrative record.

The Board has considered the Project's compliance with the traffic service objectives of Measure C-1988 and Measure J - 2004, the Contra Costa Transportation Improvement and Growth Management Program, and related Contra Costa Transportation Authority (CCTA) resolutions. Measure C-1988 established a Growth Management Program, "to assure that future residential, business, and commercial growth pays for the facilities required to meet the demands resulting from that growth." The Growth Management Program requires the County to adopt Traffic Level of Service (LOS) Standards keyed to types of land use, and to comply with the adopted standards; to "adopt a development mitigation program to ensure that new growth is paying its share of the costs associated with that growth;" to participate in the forum established by the Authority to cooperate in easing cumulative traffic impacts, using the CCTA computer model; and to develop an implementation program that creates housing opportunities for all income levels. Measure J 2004 amended Measure C-1988 to continue the transportation sales tax to fund transportation projects within the County. The County has complied with all these requirements, as described more fully herein. Most importantly, the County is achieving Measure C-1988 and Measure J- 2004's overarching goal that development pay its own way.

A. **Traffic**: The County's Growth Management Plan (as part of voter-approved Measure C-1988 and Measure J-2004) requires the County to evaluate the impacts of proposed development projects on the local, regional, and countywide transportation system, including the level of transportation capacity that can reasonably be provided. As part of this evaluation, it is necessary to prepare a full transportation impact study when a proposed development, such as the Project, would be expected to generate more than 100 peak hour trips. In compliance with these requirements, the County retained the transportation firm, Kimley-Horn & Associates, to prepare a traffic impact analysis (TIA) for evaluation of the Project's potential construction- and operation-phase impacts. The TIA was prepared in consultation with representatives of Contra Costa County, the Town of Danville, the City of Dublin, and the City of San Ramon; and with the goal of coming to a consensus with respect to the definition of the study network and agreeing upon the appropriate methodology to utilize in the analysis. In general, the Contra Costa Transit Authority's (CCTA) Technical Procedures Guide provided the basis for the selection of intersections and the methodology for the analysis, although the TIA also includes a more conservative trip generation rate for the residential uses, in accordance with a request made by the Town of Danville. As discussed more fully in the TIA and in the Project EIR, the analysis expressly considered the requirements of the applicable regulatory framework. This analysis included requirements from the 2013 CCTA Growth Management Program (GMP), 2009 Tri-Valley Transportation

Plan and Action Plan for Routes of Regional Significance, 2013 CCTA Congestion Management Program (CMP), 2013 CCTA Technical Procedures, Measure C/Measure J, Tri-Valley Transportation Council's Tri-Valley Transportation Development Fee, Alameda County Transportation Commission 2013 Congestion Management Program, and numerous County General Plan Components.

In summary, the TIA evaluated the Project's potential impacts under three different scenarios (Existing, Near-Term Future, and Cumulative), and determined that all significant impacts could be sufficiently mitigated except for those at several intersections and on certain freeway segments. These impacts would remain significant and unavoidable because the implementation and timing of the identified mitigating improvements are beyond the County's control. Nevertheless, the Project Applicant will be required, as a condition of approval, to implement the mitigation identified in the Project's EIR. Specifically, the Project proponent will be required to build certain improvements; contribute funding to support public transit for the area (through creation of a new Community Service Area (CSA) or similar funding mechanism); fund the optimization of signal timing at impacted intersections; and pay the applicable Tri-Valley Transportation Development (TVTD) fees. The foregoing obligations will be imposed on the Project as enforceable conditions of approval. Payment of the TVTD fees will contribute to the construction of planned freeway improvements, including HOV lanes, auxiliary lanes, interchange improvements as well as other regional transportation improvements.

The TIA also found that certain design features of the Project, which the Project proponent voluntarily agreed upon as an additional community benefit, will help to avoid significant traffic hazards. These improvements include: (a) the reconfiguration and expansion of the existing Tassajara Hills Elementary School driveway and parking lot to facilitate efficient circulation and parking in order to help remedy existing deficiencies; (b) installation of five-foot sidewalks along the Project's Camino Tassajara frontage to connect the Project driveway to the Lusitano Street intersection; and (c) striped crosswalks at the main Project entrance.

B. **Water**: Subject to approval by the Board of Directors of East Bay Municipal Utility District ("**EBMUD**") of an acceptable agreement with the Project proponent, the Project will augment the availability of potable water from EBMUD by facilitating and accelerating the implementation of currently planned water conservation measures and/or expanding conservation beyond currently planned levels within EBMUD's service area by an amount sufficient to offset the Project's water demand.

Because the Project Site is adjacent to EBMUD's existing service area, upon the County's approval of the requested land use entitlements, the Project proponent will then request that EBMUD enter into a mutually acceptable arrangement whereby the developer funds "Level E" conservation measures that could provide conservation of an additional 2 million gallons per day (mgd), which would accommodate the demand needed to serve the Project. EBMUD has not defined a timetable for implementation of Level E measures since this would be heavily dependent upon the availability of funding, among other considerations; nor did it identify specific funding source(s) for same; therefore, acceleration of the implementation of these measures through funding provided by the Project proponent would allow EBMUD to accommodate the estimated Project water demand through its existing supply in a manner that would otherwise not occur. As documented in the Water Supply Evaluation (WSE) and

explained more fully in the FEIR, the preferred conservation elements are to be developed and confirmed through negotiations with EBMUD, and are subject to the discretion and approval of EBMUD's Board of Directors as memorialized in a binding agreement. Funding will be defined in part by the conservation offset that would be negotiated with EBMUD, and which would be subject to the approval of the EBMUD Board of Directors. The WSE indicates there is sufficient water available to meet Project demands during normal, single dry, and multiple dry water years. Because delivery of this water supply will require the approval of other public agencies (i.e., EBMUD and LAFCO), the Project is conditioned to require that all such approvals be obtained prior to proceeding with development. To further ensure impacts are fully mitigated and taking into account the foregoing, the County has conditioned the Project such that the Project developer will be required to enter into the above-referenced binding agreement with EBMUD that provides for the Project to fully accommodate its identified demand at a minimum of 56.3 AFY or the amount ultimately confirmed by EBMUD, whichever is greater. The County also has conditioned the Project on requiring specified water conserving features and limits on total demand to be included as enforceable provisions in the Project's CC&Rs, and that penalties could be levied against individual homeowners for violating these provisions to help ensure compliance. This is consistent with the method successfully used in the Alamo Creek development.

C. **Sanitary Sewer**: Upon annexation of the Residential Development Area and Pedestrian Staging Area (and related sphere of influence amendment) into their service area (which will require approval by LAFCO), the Project will be provided with wastewater collection and treatment services by the Central Contra Costa Sanitary District ("**CCCSD**"). The Project is estimated to demand between 47.9 and 91.7 acre feet (af) of water use on an annual basis. This equates to between approximately 41,959 and 81,234 gallons on a daily basis (0.04 and 0.08 mgd). If it were conservatively assumed that all domestic water would ultimately be discharged to the wastewater system, the Project would increase treatment demand at the CCCSD's Sanitary District Treatment Plant (SDTP) between 0.04 and 0.08 mgd. At the high end of this range, this increase represents approximately 0.30 percent of the 26 mgd of available treatment capacity identified by the CCCSD in May of 2016. As such and as explained more fully in Section 3.13 of the RDEIR, the SDTP is expected to accept the Project's increase in effluent without needing to expand existing or construct new facilities. Therefore, the Project will not require or result in the construction or expansion of wastewater treatment facilities or expansion of existing off-site facilities.

D. **Fire Protection and Emergency Services**: The Project Site is located in an area served by the San Ramon Valley Fire Protection District (SRVFPD), and directly across Camino Tassajara from Station #36 (2001 Lusitano Street). SRVFPD and emergency personnel will likely be able to reach the Residential Development Area in less than two minutes, or entrance to the Southern Site at the intersection of Camino Tassajara and Highland Road in approximately three minutes. These times are well within the response time goals for urban, suburban, and rural areas. As discussed more fully in Section 3.11 of the RDEIR, the combination of the proximity of Station #36, a relatively small population increase (anticipated at 375 persons), and the public and emergency vehicle access provided by the Project, will ensure that no additional SRVFPD and Emergency Services staffing or new or altered facilities will be required to serve the Project. Furthermore, the comments and requirements provided by the SRVFPD in its review of the Project application will be incorporated into the Project to

ensure appropriate access and compliance with all applicable codes and standards. The Applicant will pay all applicable review and development impact fees to the SRVFPD. Lastly, in addition to conveying the Southern Preservation Area to EBRPD for permanent preservation (along with 118 acres of the Northern Site), the Project Applicant has offered for dedication, an approximately 7-acre parcel on the Southern Site to the SRVFPD for their potential future use in a manner consistent with the ULL.

E. **Public Protection**: The Contra Costa County Sheriff's Office will provide law enforcement services to the Project Site. Construction of the Project will generate a population increase of approximately 375 persons, which represents less than one percent of the Sheriff Office's current service population. Response times are broken down into five category levels ranging from 11 minutes 24 seconds to 16 minutes 46 seconds. The Residential Development Area is located approximately 10 miles from the nearest Sheriff Station. However, responses to calls will likely originate from Sheriff officers who are currently patrolling the local beat and not from the station. If response calls originated from the Sheriff Station, response would be approximately 17 minutes based on drive time. As previously indicated, because there are many factors considered in evaluating response times, the Sheriff's Office does not set a specific goal for emergency call response times. However, General Plan Policy 7-59 indicates that when making staffing and beat configuration decisions, the Sheriff should strive for a maximum response time for priority 1 or 2 calls of five minutes for 90 percent of all emergency responses in central business district, urban, and suburban areas. The General Plan Policy's indicated response time is a goal, not a requirement. In addition, the Sheriff's Office has reviewed the Project and did not indicate there would be a need for new or expanded Sheriff facilities in order to maintain acceptable service ratios, response times, or other performance objectives. As such and as further evaluated in Section 3.11 of the RDEIR, it is not expected that the Project will significantly affect service ratios or response times, or increase the use of existing law enforcement facilities such that substantial physical deterioration, alteration, or expansion of these facilities would be required. Pursuant to the COA #29 for the Project, an annual special tax will be assessed on each lot created by the subdivision. The tax funding will be used to maintain and augment law enforcement services provided to the Project. In addition, the Project Applicant will be required to pay all applicable review and development impact fees to the Sheriff's Office.

F. **Parks and Recreation**: County park and recreation facility standards are established in the County's General Plan. Specifically, Goal 9-K of the General Plan, is to achieve a level of park facilities equal to four acres per 1,000 members of the population, or 0.004 acre per person. The Project is expected to generate a population increase of approximately 375 persons (at 3 persons per household), resulting in the need for 1.5 acres of park facilities to assist in the County's parkland goal. The Project will contribute towards the County's parkland facilities goal by the conveyance of approximately 0.19 acre to the EBRPD on the Northern Site for a pedestrian staging area (along with constructing improvements thereon), for the benefit of the community and the granting of a perpetual easement to EBRPD for the purpose of a future trail alignment (approx. 0.40 acre). In addition, approximately 609 acres of the Southern Site as well as approximately 118 acres of the Northern Site – for a total of approximately 727 acres – will be dedicated to EBRPD in fee so that the foregoing lands will be permanently preserved and protected for park, recreation, open space

and other non-urban uses.[1] Therefore, the Project will make significant contributions to the development of on-site open space, trail, and staging areas for use by the Project residents and the general public, which will greatly outweigh any potential increase in the use of existing neighborhood, regional, or state recreational facilities.

G. **Flood Control and Drainage**: The Project site is not located within an area of the County that has been identified as a 100-year flood-plain, as determined by the Federal Emergency Management Agency (FEMA). Furthermore, no element of the Project requires removal or alteration of any existing dam, levee, or other flood control infrastructure located within the County. The Project has been reviewed by the County Public Works Department and will be required to comply with Provision C.3 of the Municipal Regional Stormwater Permit. The combination of the Project's compliance with the Hydrological and Water Quality mitigations described in the Project's EIR; the Project's compliance with the added drainage conditions of approval from the County Public Works Department; and the installation of on-site drainage improvements as shown on the approved Project plans, will ensure that on-site and off-site drainage is adequate and meets applicable performance standards and requirements.

[1] The RDEIR and certain other Project materials reference dedication of approximately 710 acres to EBRPD. This amount has been increased to approximately 727 acres, calculated as follows: 609 acres (on the Southern Site) and 117.82 acres (Parcel E of the Northern Site) and a total of 0.47 acre (Parcels D, K, J of the Northern Site).

# Conditions of Approval

**CONDITIONS OF APPROVAL FOR COUNTY FILES #GP07-0009, #RZ09-3212, #SD10-9280, and #DP10-3008 (TASSAJARA PARKS)**

**Administrative**

1. These conditions of approval pertain to the Tassajara Parks project ("Project"), as approved in County Files #GP07-0009, #RZ09-3212, #SD10-9280, and #DP10-3008.

2. The Applicant shall substantially comply with all conditions of approval. As used in these conditions, "Applicant" means: a) for conditions that must be satisfied before filing of a Final Map, the entity(ies) submitting the Final Map for recordation and/or the owner(s) of the land subject to that Final Map; and b) for the conditions that are to be satisfied after filing of the Final Map, the landowner(s) and/or HOA or equivalent owner's association. References to the Project sponsor or developer shall be deemed to be references to the Applicant.

3. Whenever these conditions refer to approval or satisfaction of the CDD or Public Works Department, that approval or satisfaction may be provided by staff, and staff may refer the matter to a County official (Zoning Administrator or department director) if deemed appropriate.

4. **Vesting Tentative Map approval is granted** to subdivide the Northern Site into no more than 125 single-family residential lots and 10 parcels for non-urban development, and to subdivide the Southern Site into no more than two parcels (if San Ramon Valley Fire Protection District land offer is accepted, and if not, then this 7-acre parcel will be dedicated to EBRPD), as more particularly shown on VTM/PDP/FDP (SD 9280).

5. **Preliminary and Final Development Plan approval is granted** to allow for the construction of the Tassajara Parks Project with associated infrastructure, utility, and roadway improvements consisting of the following primary elements, generally as shown on plans submitted to the County on August 19, 2020:

    a) Up to 125 single-family residences;

    b) Pedestrian staging area;
    c) Stormwater detention basin;
    d) Grading activities of approximately 300,000 cubic yards for site preparation and mitigation of landslide hazards;
    e) Roadway dedications along Finley Road and Camino Tassajara;
    f) Wetlands creation;
    g) Sewer pump station;
    h) Granting of a trail easement to the East Bay Regional Park District; and
    i) Off-site circulation improvements at the Tassajara Hills Elementary School Parking Lot.

6. **Tree Permit approval is granted** to allow for the removal of up to 19 code-protected trees.

7. **Exceptions to the following Title 9 requirements are granted** as part of this approval:

    a) <u>Requirement for frontage improvements and pavement widening;</u>
    b) <u>Requirement for streetlights within one mile of an existing school;</u>

c) Requirement for frontage improvements on the side or sides of the roadway adjacent to the subdivision;
d) Requirement for sidewalks within one mile of an existing school;
e) Requirement for the placement of overhead utility distribution facilities within any subdivision to be place underground; and
f) Requirement to meet all "collect and convey" drainage standards.

8. The maximum number of single-family residential lots approved as part of the Project is 125.

**Urban Limit Line Change**

9. **The 30-Acre Modification to the ULL to Incorporate the Residential Development Area ("ULL Modification") is approved**. This Board, having fully considered the matter, has approved the minor modification to the ULL as described herein pursuant to Chapter 82-1 of the Ordinance Code by the four-fifths vote requirement of section 82-1.018(a)(3) and (4). This approval is based on substantial evidence in the record, including, without limitations, the County Planning Commission recommendations, the reports on the Project to both the County Planning Commission and the Board from the Department of Conservation and Development, the Project EIR, and the testimony and comments received in connection with this matter.

10. In accordance with Section 2.07(b) of the Development Agreement, if the Developer has not filed its first final map by the end of the Initial Term plus any extensions obtained under Section 1.05 of the Development Agreement (as those terms are defined therein), the Board shall have the right, but not the obligation, to rescind the ULL Modification, General Plan Amendments, and the Rezoning (if necessary) pursuant to the provisions of the Planning and Zoning Law (Government Code §§ 65000-66035).

**Project Phasing / Filing of Multiple Final Maps**

11. The filing of multiple Final Maps or multiple Parcel Maps must conform with Sections 66456.1 & 66463.1 of the Subdivision Map Act and is subject to the review and approval of the Community Development Division and the Public Works Department pursuant to the County's Subdivision Ordinance. Additionally, the Applicant must satisfy certain conditions before filing the first Final Map, as more particularly described in the Development Agreement. Contra Costa County has the authority to impose reasonable conditions relating to the filing of multiple Final Maps or multiple Parcel Maps as set forth in these conditions of approval, and these conditions of approval for this subdivision shall apply to each subdivision phase unless otherwise expressly indicated. If multiple subdivision maps will be filed, the conditions of approval for this subdivision must be satisfied for each phase prior to recordation of individual maps, and a separate compliance review application will be required for each subdivision phase to determine the status of the conditions of approval for that phase.

**GHAD Annexation/Creation**

12. **Prior to filing the first Final Map, in addition to other requirements,** the Applicant or property owner shall identify an existing Geologic Hazard Abatement District (GHAD), or establish a new GHAD for the Project to address the prevention, mitigation, abatement, and control of geological hazards in accordance with Public Resources Code section 26500 *et seq*. ("GHAD Law"). Prior to annexation into an existing GHAD or formation of the new GHAD, a draft "Plan of Control" prepared by a Engineering Geologist certified pursuant to Section

7822 of the California Business and Professions Code shall be provided to the CDD, which shall contain the contents set forth in Public Resources Code section 26553.

**Consistency**

13. Approval of the vesting tentative map is contingent upon the Board of Supervisors also approving the ULL Modification, General Plan Amendments (GP07-0009), and rezoning elements (#RZ09-3212) of the Project.

14. The vesting tentative map, development plan, and tree permit approvals are based on and as generally shown on the following documents:

    a) Major subdivision application received by the CDD;
    b) Development Plan Application received by the CDD;
    c) Vesting tentative map and development plans of Carlson, Barbee and Gibson, Inc. received by the CDD on August 19, 2020;
    d) Landscape plans of David Babcock and Associates dated February 9, 2015; and
    e) Arborist report of HortScience Inc. dated May 15, 2015

**Duration**

15. If the Board of Supervisors does not adopt Ordinance No. _____ approving the Development Agreement, the vesting tentative map is granted for a period of three years, which may be extended upon proper request(s) for extension, and review and approval of the CDD. If the Board of Supervisors adopts Ordinance No. _____ approving the Development Agreement, then the duration of the vesting tentative map is as specified in the Development Agreement.

**Indemnity**

16. The Applicant shall enter into an Indemnification Agreement with the County, and the Applicant shall indemnify, defend (with counsel reasonably acceptable to the County), and hold harmless the County, its boards, commissions, officers, employees, and agents (collectively "County Parties") from any and all claims costs, losses, actions, fees, liabilities, expenses, and damages (collectively. "Liabilities") arising from or related to the Project, the Applicant's applications for a land use entitlement, the County's discretionary approvals for the Project, the County's actions pursuant to the California Environmental Quality Act and planning and zoning laws, or the construction and operation of the Project, regardless of when those Liabilities accrue. The scope of indemnity provided by the Applicant is more specifically described in the Indemnification Agreement.

**Fees**

17. This Project is subject to initial application deposits of $85,400 for the General Plan Amendment, $20,063 for the rezoning review, $2,698 for the tentative map review, and $3,500 for the development plan review, which were paid with the application submittals, plus time and materials costs if the application review expenses exceed 100% of the initial deposit. Unless otherwise provided for in the Development Agreement, any additional costs due under applicable County laws and regulations must be paid prior to issuance of a building permit, within 60 days of the permit's effective date, or prior to use of the permit, whichever occurs first. The fees include costs through permit issuance and final file preparation. Pursuant to

Contra Costa County Board of Supervisors Resolution Number 2013-340, where a fee payment is over 60 days past due from the date of approval, the application shall be charged interest at a rate of ten percent (10%). The Applicant may obtain current costs by contacting the project planner. If the Applicant owes any additional fees, a bill will be sent to the Applicant shortly after permit issuance.

18. **No later than five days after Project approval,** the Applicant shall pay the California Department of Fish and Wildlife (CDFW) CEQA filing fee of $3,343.25 and a County Clerk processing fee of $50, as mandated by State law. Pursuant to Fish and Game Code Section 711.4(c)(3), the Project will not be operative, vested, or final, and local government permits for the Project shall not be valid until the fee is paid. A Notice of Determination, which commences the running of a 30-day statute of limitations for CEQA purposes, cannot be filed absent payment of these fees.

19. In the event that the County elects to use a third-party consultant to assist in the monitoring of environmental mitigation measures set for the in the Mitigation Monitoring and Reporting Program (MMRP) and other requirements of these conditions, then the Applicant shall be responsible for payment of all actual fees associated with the consultant's contract.

20. In the event the Board of Supervisors adopts Ordinance No. _____ approving the Development Agreement, the Applicant or property owner shall pay a deposit of $1,000 to cover staff time needed for each subsequent review (i.e., annual review) or proposed modification of that agreement (if any such modification is requested by the Applicant). The required fee shall be paid to the CDD no less than fourteen days prior to the anniversary date for initiation of each annual review, or shall be submittal with any request for modification of the Development Agreement.

**Compliance Report**

21. **Prior to each of the following events: a) recordation of a Final Map; b) CDD stamp-approval of plans for issuance of a building or grading permit; and c) commencement of construction-related activities**, the Applicant shall submit an application for Condition of Approval compliance verification to confirm compliance with conditions relevant to that event. The initial deposit for a project of this size is $10,000, which is subject to staff time and materials costs. Should staff costs exceed the deposit, additional payment will be required in accordance with applicable laws and regulations. The Applicant shall submit a report in compliance with the Conditions of Approval of this permit for review and approval of the CDD. The report shall list each condition followed by a description of what has been provided as evidence of compliance with that condition. The CDD may reject the report if it is not reasonably comprehensive with respect to the applicable requirements for the requested approval. This condition will remain active throughout the construction phase of the Project, and additional submittals may be required to ensure compliance with each sub-phase (e.g., demolition, grading, building) or subsequent Project element (i.e., land conveyance).

**Permitted Land Uses**

22. For purposes of the project-specific P-1 district, the permitted land uses are as follows:

    a) detached single-family residences and secondary uses normally incidental to them
    b) pedestrian staging area

c) sewer pump station
d) detention basin for drainage purposes
e) public or private park or recreational areas
f) fire protection district services and activities
g) agriculture
h) grazing
i) wetland preservation and creation
j) habitat mitigation
k) open space

**Inclusionary Housing**

23. This Project is subject to the Inclusionary Housing Ordinance in place as of the Effective Date of the Development Agreement (as that term is defined therein) pursuant to Section 2.04(b) thereof. Pursuant to Section 822-4.402 of the County Ordinance, a residential development of one hundred twenty-five for-sale units shall require at least fifteen percent of the for-sale units to be developed and sold as inclusionary units unless an in-lieu fee is paid, as further explained below.

    As an alternative to the requirement to construct inclusionary housing, the Applicant has proposed the payment of an in-lieu fee. This alternative for the collection of an in-lieu fee, as established in DCD's fee schedule, has been accepted.

    **Prior to issuance of the first building permit,** the Applicant shall pay to the County the full amount of the Inclusionary Housing Ordinance in-lieu fee of $484,361.25. This in-lieu fee is non-refundable.

24. Should the Applicant choose not to satisfy the Inclusionary Housing Ordinance via the full payment of the above-referenced in-lieu fee, the Applicant shall comply with County Ordinance Chapter 822-4 by constructing the required number of inclusionary units either on-site, off-site, or via a combination of both on-site and off-site construction.

**Covenants, Conditions, and Restrictions**

25. The Applicant shall record a declaration of covenants, conditions, and restrictions (CC&Rs) that requires the owner's association to maintain the community park common areas, emergency vehicle access ways (those not under GHAD or County ownership), and private roadways, within the development beginning when the Applicant assigns the maintenance agreement to the owner's association. A copy of the foregoing relevant provisions of the Project's CC&Rs shall be submitted for review and approval of the CDD **prior to recordation of the Final Map**.

26. The CC&Rs shall at minimum address, to the reasonable satisfaction of the CDD, the following:

    a) Funding for maintenance of common areas;
    b) Residential Design Guidelines consistent with the Project approvals

27. **Prior to recordation of the Final Map**, the Applicant shall submit a proposed deed disclosure statement to satisfy this COA 27 for review and approval of the CDD. This disclosure

statement shall advise prospective buyers of property within the subdivision, to the existence and terms of the recorded CC&Rs.

**EBRPD Dedication**

28. **Prior to recordation of the first Final Map**, the Developer shall provide the CDD with copies of the fully executed EBRPD Dedication Agreement and the approved Acceptance of Offer of Dedication to dedicate the approximately 609-acre Southern Preservation Area in fee (subject to any required conservation easement in favor of the resource agencies for habitat purposes) and approximately 118 acres of the Northern Site in fee (subject to any GHAD maintenance and public access easement(s)), to the East Bay Regional Park District (EBRPD) (or the Regional Parks Foundation, at EBRPD's request), both for park and recreational purposes, and subject to any other terms that are mutually acceptable to the EBRPD and the Developer. As part of the foregoing offers of dedication, the Developer shall establish a perpetual funding mechanism for the EBRPD's benefit to provide ongoing funding for maintenance of the foregoing lands in the total amount of one hundred dollars ($100) per unit plus an annual inflationary increase consistent with the Consumer Price Index, San Francisco Area (CPI). The foregoing offer of dedication for the referenced portions of the Northern Site include an approximately 0.19-acre portion for purposes of a pedestrian staging area. **Prior to CDD stamp-approval of plans for issuance of a building or grading permit**, the Developer shall improve the pedestrian staging area in a manner reasonably acceptable to the EBRPD as reflected in a mutually acceptable agreement between the Developer and the EBRPD.

**Park Impact/Park Dedication Fees**

29. **Prior to recordation of the first Final Map**, the Applicant shall pay a per unit Park Impact/Park Dedication fee of $7,826. This fee amount is the current rate at the time of the Effective Date of the Development Agreement. Pursuant to Section 2.04(b) of the Development Agreement, the actual amount due for each unit shall be that which is in effect on the Effective Date of the Development Agreement for a period of ten years; after the expiration of this 10-year period, the Developer shall be required to pay a per unit Park Impact/Park Dedication fee in the amount in effect at the time of building permit issuance for that unit.

**Law Enforcement Services**

30. **Prior to recordation of the first Final Map**, the Applicant shall participate in the provision of funding to maintain and augment law enforcement services by voting to approve a special tax for the parcels created by this subdivision approval. The tax shall be an annual amount per lot (with appropriate future CPI adjustment) then established at the time of voting by the Board of Supervisors. As of the date of approval of this Project, the annual fee is $200.00 per lot. The election to provide for the tax shall be completed **prior to recordation of the first Final Map**. The Applicant shall be responsible for paying the cost of holding the election, payable at the time the election is requested by the Applicant. A minimum of three to four months should be allowed for processing.

**Tree Preservation**

31. Up to 19 code-protected trees may be removed as identified in the May 15, 2015, arborist report of HortScience Inc. (Appendix C.3 of the DEIR/RDEIR).

32. **Prior to recordation of the first Final Map**, the Applicant shall plant at least 19 trees measuring no less than 24-inch box size, to replace the trees approved for removal. To avoid burdening future buyers of residential lots with responsibility of maintaining their health, the 19 trees shall be planted in areas of the Project Site that are to be conveyed to the EBRPD or any other areas owned and maintained by the owner's association.

33. Required restitution for Approved Tree Removal – The following measures shall be implemented to provide restitution for the protected trees that have been approved for removal.

    a) Tree Restitution Planting/Irrigation Plan: **Prior to recordation of the first Final Map**, the Applicant shall submit a tree planting and irrigation plan prepared by a licensed arborist or landscape architect for the review and approval of the CDD. The plan shall identify protected trees that are to be removed or preserved. Removed code-protected trees shall be replaced with minimum 24-inch box size California Black Walnut trees, or an alternate tree of a native and drought-tolerant species. The plan shall be accompanied by an estimate, prepared by a licensed landscape architect or arborist, or the materials and labor costs to complete the replacement of the protected trees.

    b) Required Security to Assure the Completion of Plan Improvements: **Prior to recordation of the first Final Map**, the Applicant shall submit a security (e.g., bond, cash deposit or other financial instrument) that is acceptable to the CDD. The security shall include the amount of the approved cost estimate for replacement and planting, *plus* a 20% inflation surcharge.

    c) Initial Fee Deposit for Processing of a Security: The County Ordinance Code requires that the Applicant pay fees for all time and materials costs of staff for processing a landscape improvement security. At the time of submittal of the security, the Applicant shall pay a deposit of $100.

    d) Duration of Security: **Prior to recordation of the first Final Map**, the consulting arborist shall verify that the required replacement trees have been properly planted, and when verified, notify the CDD in writing. The security shall be retained by the County for a minimum on 12 months, and up to 24 months, beyond the date of receipt of the written verification of installation. A prerequisite of releasing the bond between 12 and 24 months shall be to have the Applicant arrange for the consulting arborist to inspect the required replacement trees and to prepare a report on the trees' health. In the event the CDD determines that the required replacement trees have been damaged or have died, and determines that the Applicant has not been diligent in providing a replacement, then the CDD may require that all or part of the security be used to provide for replacement of the dead or damaged tree(s).

    e) Integration with Final Landscape Plan: The tree restitution planting and irrigation plans described in Subsection-a above may be incorporated as part of the "Final Landscape Plan" required below. However, the restitution planting and irrigation plan shall identify the replacement trees required to replace protected trees, and that are intended to satisfy this condition. In addition, the estimate required pursuant to Subsection-a above shall only

cover materials and labor associated with the implementation of the required tree restitution, and not the full Final Landscape Plan.

**Final Landscape Plan**

34. **Prior to recordation of the first Final Map**, a final landscape and irrigation plan shall be submitted to the CDD for review and approval. The plan shall be designed in general accord with the preliminary landscape plans of David Babcock and Associates, dated February 9, 2015. The Final Landscape Plan shall be compliant with the State Model Water Efficient Landscape Ordinance (or the County's landscape ordinance if one has been adopted).

**Residence Design Standards**

35. **Prior to recordation of the first Final Map**, the Project sponsor shall submit architectural plans detailing each of the different residence floor plans proposed for construction. At minimum, the submitted plans shall include exterior elevations, floor layouts, and exterior materials; which all shall be subject to review and approval of the CDD. The approved design guidelines shall be included as a note on the approved Final Map. All residential structures shall be subject to the following design guidelines:

    a) Except as modified by these conditions of approval and related Project entitlements, the guide for development shall be the R-6 Single-Family Residential Zoning District.

    b) Residential lot yard and setback standards shall be as follows:

| Lot Size | Primary Setback | Secondary Setback | Minimum Side Yard | Aggregate Side Yard | Rear Yard |
|---|---|---|---|---|---|
| 6,999 $ft^2$ or less | 20 | 15 | 5 | 10 | 15 |
| 7,000 $ft^2$ to 9,999 $ft^2$ | 20 | 15 | 5 | 15 | 15 |
| 10,000 $ft^2$ or greater | 20 | 15 | 10 | 20 | 15 |

    c) The Residential Development Area shall consist of no less than four different floor plans, which shall be varied at roadway intersections.

    d) For a gradual transition between the development and the adjacent low-lying wetland area, residences on Lots 67 - 77 of the development shall be limited to one-story.

    e) Residences on Lots 1-12 and 67 – 77 shall vary in design, massing, and roof pitch due to their visibility from Camino Tassajara. Residences on Lots 1-12 shall also be limited to one story.

    f) The rear and side yard fencing of lots adjacent to the protected wetlands, pedestrian staging area, and adjacent EBRPD lands shall be of an open-rail or open-wire design, and no more than three-feet in height.

    g) Each residential lot shall provide a minimum of two off-street parking spaces within an enclosed garage, and one additional off-street parking space for guests.

h) Residential designs for corner lots shall include architectural features to provide a frontage appearance from both sides.

36. **Prior to recordation of the first Final Map**, the Applicant shall submit a proposed deed disclosure statement addressing this COA 36 for the review and approval of the CDD. This disclosure statement shall advise prospective buyers of residential lots that all residences within the subdivision are subject to the residence design standards listed in the condition above.

**Residential Development Area Design**

37. In order to preserve public access to the pedestrian staging area, installation of a private entry gate at the intersection of Camino Tassajara and "A" Street shall be prohibited. Notation of this restriction shall be included on the approved Final Map.

38. The parcels intended to provide access to the Tassajara Hills Elementary School (Parcel-C, -L, and –M) and to the adjacent recreational areas (Parcel-D, -K) shall remain as access throughout the life of the development, and shall not be converted to or combined with residential lots. Notation of this restriction shall be included on the approved Final Map.

39. **Prior to recordation of the first Final Map**, the Applicant shall submit an on-street parking "fit plan" for all lots west of A Street, for review and approval of the CDD. The plan shall identify locations for on-street parking (consistent with minimum dimension requirements pursuant to Section 82-16.404(b) of the Off-Street Parking Ordinance) that can be accommodated when considering site distance, driveway cuts, fire hydrants, and other sidewalk/roadway improvements. The approved fit plan shall be included with the Final Plan for recordation.

40. Signs or red-painted curbs shall be located at the C Street frontages of Parcels-M, -L, and –B to discourage temporary parking for the dropping-off or picking-up of students from the adjacent elementary school.

**<u>Private Entry Gate</u>**

41. The use of a private entry gate is expressly prohibited. An exception shall be made for gates intended to control access along emergency vehicle access roads.

**Community Benefit**

42. **No later than five days after recordation of the first Final Map (1st Installment) and prior to issuance of the first building permit (2nd Installment)** , pursuant to Section 3.01 of the Development Agreement, the Applicant shall make the first of two installments for a non-refundable contribution of Four Million Dollars ($4,000,000) ("$4M Ag Contribution") in an agricultural enhancement and preservation fund established by the County to support, develop, and implement a broad array of policies, programs, and other actions intended to enhance agriculture and to preserve open space, wetlands, parks, recreation, and other non-urban uses in the Tassajara Valley, with the second installment of the $4M Ag Contribution being made prior to issuance of the first building permit (excluding models). Inflationary increases shall be based on any change in the Consumer Price Index for the San Francisco-Oakland-Hayward Combined Statistical Area (U.S. Bureau of Labor Statistics) ("**CPI**") for the

12-month period ending on the December 31 immediately prior to the March 1 when the increase is effective. The timing and increments in which the Applicant shall provide the $4M Ag Contribution and any CPI increases accrued on the contribution, shall be consistent with that which is stated in Section 3.01 (Preservation and Agricultural Enhancement Contribution) of the Development Agreement.

43. **Prior to issuance of the first building permit**, pursuant to Section 3.02 of the Development Agreement, the Applicant shall make a non-refundable contribution of Two Million-Five Hundred Thousand Dollars ($2,500,000) to the County's existing Livable Communities Trust Fund. The timing and increments in which the contribution is made shall be consistent with Section 3.02 (Contribution to Contra Costa Livable Communities Trust) of the Development Agreement.

**Climate Action Plan Consistency**

44. **Prior to CDD stamp-approval of plans for issuance of the first building or grading permit**, the Applicant shall provide evidence (construction plan details/notes) that the proposed Project meets minimum applicable standards listed in Table-E.1 (Standards for CAP Consistency – New Development) of the County Climate Action Plan's Appendix-E, as follows:

    a) All appliances and insulation installed by the Applicant in residential units shall be rated high efficiency.

    b) All residences shall meet the standards to be solar ready as defined by the California Building Code.

    c) All garages attached to residences shall be pre-wired for EV charging stations.

**Air Quality**

45. During construction, the following air pollution control measures (consistent with BAAQMD's Basic Construction Mitigation Measures) shall be implemented **(MM AIR-2)**:

    - All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
    - All haul trucks transporting soil, sand, or other loose material off-site shall be covered
    - All visible mud or dirt tracked-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
    - All vehicle speeds on unpaved roads and surfaces shall be limited to 15 miles per hour.
    - Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes. Clear signage shall be provided for construction workers at all access points.
    - All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified vehicle emissions evaluator.
    - All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders were used.
    - A publicly visible sign shall be posted with the telephone number and person to contact at the County of Contra Costa regarding dust complaints. This person shall respond and take

corrective action within 2 business days of a complaint or issue notification. The Bay Area Air Quality Management District's phone number shall also be visible to ensure compliance with applicable regulations.

46. Off-road diesel-powered construction equipment greater than 50 horsepower shall meet United States Environmental Protection Agency Tier 4 off-road emissions standards to the extent feasible. The Project Applicant shall include in all construction contracts a clause reflecting this requirement. **(MM AIR-3)**

47. **Prior to CDD stamp-approval of plans for issuance of building permits**, the following measures to reduce greenhouse gas emissions shall be implemented to the extent feasible **(MM AIR-6)**:

    a) Only natural gas hearths shall be installed throughout the development.
    b) Install solar or tankless water heaters throughout the development.
    c) Install energy-efficient ceiling/whole-house fans.
    d) Install on-site generation of renewable energy, such as solar to meet a minimum of 10 percent of the Project's total energy demand.
    e) Comply with California Green Building standards to reduce both indoor and outdoor water consumption.

**Biology**

48. All of the biological mitigations listed below shall be included as a note on each approved Final Map.

    <u>Congdon's Tarplant and San Joaquin Spearscale</u>

49. Congdon's Tarplant and San Joaquin Spearscale. In order to offset impacts to Congdon's Tarplant and San Joaquin Spearscale, the Project Applicant shall implement the following measures **(MM BIO-1a)**:

    a) Populations of special-status species shall be avoided to the maximum degree practical. If avoidance is not practicable, the Ground Disturbance Areas should be reviewed to see if it can be feasibly adjusted to avoid the special-status plants while still meeting the Project's objectives.

    b) A Rare Plant Mitigation and Monitoring Plan shall be prepared and submitted to the County and CDFW **within a minimum of 30 days prior to the start of ground-disturbing related activities**.

    c) **Prior to disturbing any area that supports Congdon's Tarplant or San Joaquin Spearscale**, a qualified botanist shall collect the seeds or oversee the seed collection of both species by a qualified seed collection crew. This seed shall be stored either by Monk and Associates, or by a native seed company, until construction is complete and the Special-Status Plant Mitigation Area(s), on the Southern Site, have been identified, prepared and the collected seed can be distributed. The seeds of Congdon's Tarplant and San Joaquin Spearscale shall be collected at the appropriate time of year. A percentage of the collected seed shall remain in storage for subsequent, supplemental seeding if deemed necessary, to ensure successful replanting of Congdon's Tarplant and San Joaquin Spearscale in the special-status plant mitigation areas. The remaining amount of

collected seed of Congdon's Tarplant and San Joaquin Spearscale shall be planted at the appropriate time of year (late-fall months) in suitable areas within the Conservation Easement area on the Southern Site.

Congdon's Tarplant and San Joaquin Spearscale typically grow in valley and foothill grassland on alkaline, clay soils at 300 meters or lower in elevation. Common associates that co-occur on-site with these special-status species are a mix of annual grassland species that demonstrate some amount of mesic influence including Italian ryegrass (*Festuca perennis*), Mediterranean barley (*Hordeum marinum* ssp. *gussoneanum*), spiny cocklebur (*Xanthium spinosum*), hyssop loosestrife (*Lythrum hyssopifolia*), yellow starthistle (*Centaurea solstitialis*), and bristly ox-tongue (*Helminthotheca echioides*). Common halophytic associates of Congdon's Tarplant and San Joaquin Spearscale include hastate orache (*Atriplex prostrata*), Boccone's sand spurrey (*Spergularia bocconi*), alkali mallow (*Malvella leprosa*), and saltgrass (*Distichlis spicata*) that co-occur with the special-status species on-site. According to the CNDDB (2015), Congdon's Tarplant has often been found on the following soil series: Clear Lake Clay, Diablo Clay, Cropley Clay, and Conejo Clay Loam, whereas San Joaquin Spearscale occurs on high clay, alkaline soils such as Pescadero Clay. Most occurrences of these species have occurred on flat areas, depressions, swales and low hills where high clay content soils are present (CNDDB 2015). The most suitable special-status plant mitigation area on the Southern Site occurs on Clear Lake Clay (0-2% slopes) and Pescadero Clay Loam (0-2% slopes).

d) To preserve the seedbank of both common, special-status and federally listed plant species, the upper 3 inches of topsoil or to the depth of the organic horizon (A Horizon) shall be scalped and temporarily stockpiled in uplands within the work area separately from excavated sub-soils. All other excavated material shall be separately stored in upland habitat areas. Upon completion of grading and recontouring, the organic horizon soil shall be redistributed as a topcoat over the disturbed areas that shall not be developed to disseminate the original seed bank.

e) The designated special-status plant mitigation area shall be fenced to exclude humans and cattle during the first three years of establishment to ensure germination and seed set to continue the population. Once it has been determined that the population is successfully established, the fence may be removed so that seasonal grazing of the population can be managed within the special-status plant mitigation area. A Grazing Management Plan shall be prepared to allow for the continued benefit of special-status species. Appropriate grazing measures shall ensure that Congdon's Tarplant and San Joaquin Spearscale shall not be outcompeted by non-native Mediterranean grass species.

f) The Applicant's qualified botanist shall conduct annual monitoring of the transplanted populations for a five year period as outlined in the Rare Plant Mitigation and Monitoring Plan, and shall prepare annual monitoring reports to document the success or failure the transplanting effort. These reports shall be submitted to Contra Costa County Department of Conservation and Development and CDFW no later than December 1 of each monitoring year.

<u>California Tiger Salamander</u>

50. To ensure that impacts to approximately 58.47 acres of potential upland California Tiger Salamander over-summering habitat are offset, all permanent impacts shall be mitigated as follows **(MM BIO-1b)**:

a) The Applicant proposes to preserve 175.4 acres of the Southern Site via a Conservation Easement as habitat mitigation (as approved by USFWS). This provides a 3:1 mitigation ratio to satisfy the resource agency mitigation requirements for impacts to potential upland California Tiger Salamander over-summering.

   The Mitigation Land shall be protected in perpetuity via a recorded conservation easement or other appropriate legal mechanism that shall be managed for the benefit of the California Tiger Salamander and other special-status species. A Habitat Management Plan shall be incorporated into the conservation easement deed as an exhibit and shall detail management and maintenance goals for the Mitigation Land. In addition, the Habitat Management Plan would detail the permanent funding source for the management of the Mitigation Lands and shall list the "Allowed and Prohibited Uses" of the conservation easement areas.

b) The Mitigation Land managed for California Tiger Salamander shall be contiguous with other dedicated open space areas to the west as shown in Figure 4 of the Biological Resources Analysis prepared by Monk & Associates, dated January 5, 2016. The connectivity of the proposed Mitigation Land to other dedicated open space areas further increases the value of this dedicated Mitigation Land since this creates a protected corridor that includes several watersheds.

c) The Applicant shall obtain an incidental take permit from USFWS and CDFW prior to Project construction, and implement any additional requirements identified by USFWS and CDFW as necessary to protect the California Tiger Salamander. Any final mitigation compensation ratio established by the CDFW and USFWS for Project-related impacts to listed species shall also become Contra Costa County "Conditions of Approval." Such mitigation ratios or prescriptions shall be set forth in the Biological Opinion prepared by USFWS during the Section 7 consultation by and between the USACE and USFWS.

d) Additional avoidance and minimization measures to ensure that no California Tiger Salamanders are adversely impacted by Project construction activities include:

   - <u>Education Program</u>: An education program shall be conducted by a qualified biologist to explain the endangered species concerns to contractors working at the Project Site. This education/training program shall include a description of the California Tiger Salamander and its habitat, a review of the Endangered Species Act and the federal and state listing of the salamander, the general protection measures to be implemented to protect the salamander and minimize take, and a delineation of the limits of the work area.

   - <u>Biological Monitoring</u>: A USFWS/CDFW-approved biologist shall be on-site during grading activities, or other earth-moving activities when amphibians could be unearthed. The biological monitor shall be available to stop work should any California Tiger Salamanders be observed in the Project Site work areas.

<u>California Red-legged Frog</u>

51. The following mitigation measure shall be implemented to ensure that impacts to approximately 58.47 acres of potential California Red-legged Frog upland dispersal/migration habitat shall be appropriately offset. The mitigation shall include **(MM BIO-1c)**:

a) The Applicant proposes to preserve 175.4 acres of the Southern Site via a Conservation Easement as habitat mitigation (as approved by USFWS). This provides a 3:1 mitigation ratio to satisfy the resource agency mitigation requirements for potential impacts to California Red-legged Frog upland dispersal/migration habitat.

b) The Mitigation Land shall be contiguous with other dedicated open space areas to the west, including the Alamo Creek Kawar Valley Open Space, and the Hidden Valley Open Space associated with the Windemere development (as shown in Figure 4 of the Biological Resources Analysis prepared by Monk & Associates, dated January 5, 2016) that shall provide connectivity of the proposed Mitigation Land to other dedicated open space areas that support California Red-legged Frog populations.

c) This Mitigation Land shall be managed in perpetuity for the benefit of California Red-legged Frog. A Conservation Easement, or other appropriate legal mechanism, shall be recorded to ensure that the Mitigation Lands shall be protected in perpetuity. As required by MM BIO-1b, a Habitat Management Plan shall be incorporated into the easement deed as an exhibit and shall detail management and maintenance goals for the Mitigation Land, including recreational guidelines, livestock grazing guidelines, and other management efforts that shall benefit the California Red-legged Frog. In addition, the Habitat Management Plan would detail the funding source for the management of the Mitigation Land and shall list the "Allowed and Prohibited Uses" of the conservation easement area.

d) The USFWS's Recovery Plan for the California Red-legged Frog states that populations are "most likely to persist where multiple breeding areas are embedded within a matrix of habitats used for dispersal. The primary constituent elements for California Red-legged Frogs are aquatic and upland areas where suitable breeding and non-breeding habitat is interspersed throughout the landscape and is interconnected by unfragmented dispersal habitat" (USFWS 2002). Thus, the proposed Mitigation Land shall serve to protect and preserve important California Red-legged Frog populations in this area of Contra Costa County. It is important to note that the Project Site is located in the East San Francisco Bay—Core Area #16—in the USFWS's Recovery Plan for the California Red-legged Frog, and the Project Site represents a "priority watershed" for focused recovery efforts. By preserving 175.4 acres of Mitigation Land that shall be managed for the benefit of this species, the Project shall satisfy some of the goals detailed in the USFWS's Recovery Plan for the California Red-legged Frog and thereby contribute to the recovery of this species.

e) Obtain an incidental take permit from USFWS prior to Project construction and implementing any additional requirements identified by USFWS as necessary to protect the California Red-legged Frog.

f) Additional avoidance and minimization measures to ensure that no California Red-legged Frogs are adversely impacted by Project construction activities include:

- <u>Preconstruction Survey</u>: In order to minimize and avoid any impacts to the federally listed threatened California Red-legged Frog, a qualified biologist shall conduct preconstruction surveys for this species within the areas of impact prior to the commencement of any work on the Project Site. Any California Red-legged Frogs that are found during these surveys shall be salvaged and relocated to California Red-

legged Frog habitat within the Mitigation Land. No salvage and/or relocation shall occur until such time that the Applicant receives incidental taking authorization from the USFWS. Proof of an incidental take permit (such as a Biological Opinion) from the USFWS shall be provided to Contra Costa County Department of Conservation and Development prior to any earth-moving on the Project Site.

- Exclusion Fencing: Wildlife exclusion fencing shall be installed around suitable aquatic habitats (Tassajara Creek) adjacent to proposed impacted areas to prevent the California Red-legged Frog from entering areas of impact. This fence shall be installed prior to the time any site grading or other construction-related activities are implemented. The fence shall remain in place during site grading or other construction-related activities. Wildlife exclusion fencing shall consist of a 4-foot wall of 0.25-inch welded mesh (not woven wire), galvanized wire. The fence shall be buried along the bottom margin 4 inches into the ground. The next approximate 3 feet of fencing above the ground shall be anchored to staking with wire. Finally, the top 6 inches shall be bent over in a semi-circle towards the outside of the fence to ensure that the fence cannot be climbed.

- Education Program: An education program shall be conducted by a qualified biologist to explain the endangered species concerns to contractors working at the Project Site. This education/training program shall include a description of the California Red-legged Frog and its habitat, a review of the Endangered Species Act and the federal listing of the frog, the general protection measures to be implemented to protect the frog and minimize take, and a delineation of the limits of the work area.

- Biological Monitoring: A USFWS-approved biologist shall be on-site during grading activities, or other earth-moving activities when amphibians could be unearthed. The biological monitor shall be responsible for ensuring that the wildlife exclusion fencing is not compromised, and shall be available to stop work should any California Red-legged Frogs be observed in the Project Site work areas. Each morning all exclusion fencing shall be patrolled for frogs that may be trapped against the fence.

- Best Management Practices: All trash that might attract predators to the Project Site shall be properly contained and removed from the site and disposed of regularly. All construction debris and trash shall be removed from the site when construction activities are complete. All fueling and maintenance of equipment and vehicles, and staging areas shall be at least 20 meters from creek channels, wetlands, and tributaries. The construction personnel shall ensure that contamination of California Red-legged Frog habitat does not occur and shall have a plan to promptly address any accidental spills.

San Joaquin Kit Fox

52. To ensure that impacts to approximately 58.47 acres of potential San Joaquin Kit Fox migration/dispersal habitat are offset, the following mitigation measures are proposed **(MM BIO-1d)**:

    a) The Applicant proposes to preserve 175.4 acres of the Southern Site via a Conservation Easement as habitat mitigation (as approved by the USFWS). This provides a 3:1 mitigation ratio to satisfy the resource agency mitigation requirements for impacts to potential upland migration/dispersal habitat for the San Joaquin Kit Fox. The Mitigation

Land that shall be preserved in perpetuity as part of the Project consists of grassland habitat that includes numerous rodent burrows and supports a potential prey base for the San Joaquin Kit Fox. Perpetual preservation and management of the Mitigation Land for the benefit of the San Joaquin Kit Fox shall help ensure that viable habitat is maintained for this species. The Mitigation Land shall be contiguous with other dedicated open space areas to the west, as shown in Figure 4 of the Biological Resources Analysis prepared by Monk & Associates, dated January 5, 2016, further benefitting this species.

b) Should the USFWS determine that the Project may adversely affect the San Joaquin Kit Fox, the Applicant shall comply with any additional requirements determined to be necessary through a formal Section 7 consultation for potential impacts to potential San Joaquin Kit Fox migration habitat.

c) The following avoidance and minimization measures shall be implemented to ensure that no San Joaquin Kit Fox are adversely impacted by Project construction activities:

- Education Program: An employee training program shall be conducted before groundbreaking to explain the Federal Endangered Species Act and any endangered species concerns to contractors working in the area.

- Preconstruction Survey: Qualified biologists shall conduct preconstruction den surveys within the Ground Disturbance Areas no more than 14 days prior to grading activities to ensure that potential kit fox dens are not disrupted. If "potential dens" are located, infrared camera stations shall be set up and maintained for 3 consecutive nights at den openings to determine the status of the potential dens. If no kit fox is found to be using the den during this timeframe, the grading activities can proceed unhindered. However, if a kit fox is found using a den site within an area of influence of the grading activities, the USFWS shall be promptly notified.

- Vehicle Restrictions: Prior to initiating grading activities, the vehicle and equipment access routes and work area shall be delineated using construction fencing. This shall minimize the Project-related disturbance to potential San Joaquin Kit Fox habitat to the maximum extent feasible. During the grading activities, all Project-related vehicle traffic shall be restricted to established roads or access routes, and shall observe a 20-mile-an-hour speed limit within the work areas, except on County roads and highways.

- Biological Monitoring: A biological monitor shall be present during all grading activities that could result in injury to San Joaquin Kit Fox. The biologist shall have the authority to halt construction in the impacted area(s), if necessary, to protect the kit fox. If San Joaquin Kit Fox are identified in the work area at any time, the USFWS and/or CDFW shall be notified and consulted before work activities resume.

- Best Management Practices: All trash items shall be removed from the Project Site's disturbance areas each day to reduce the potential for attracting San Joaquin Kit Fox predators. Contractors shall be prohibited from bringing firearms and pets to the job site. To prevent harm to San Joaquin Kit Fox, any steep-walled holes and/or trenches excavated for the proposed development Project shall be completely covered at the end of each workday, or escape ramps shall be provided to allow any entrapped animals to escape unharmed. All pipe sections stored on the Project Site overnight

that are 4 inches in diameter or greater shall be inspected for San Joaquin Kit Fox before the pipes are moved or buried.

- Exclusion Fencing: Exclusion fencing shall be installed prior to the time any site grading or other construction-related activities are implemented. The fence would remain in place during site grading or other construction-related activities. Exclusion fencing shall be installed as described above.

Burrowing Owl

53. Based on the number of records for this species on-site and in the Project vicinity, the high density of ground squirrel burrows, and the habitats found on the Project Site, surveys for Burrowing Owls shall be conducted within any areas of the Project Site that will be disturbed by Project activities, including a 150-meter buffer. Burrowing Owl surveys conducted according to the methodology prescribed by CDFW in their 2012 Staff Report on Burrowing Owl Mitigation (CDFG 2012) are more likely to be accepted by CDFG. The prescribed survey methodology is included in this document. The mitigation measures shall include **(MM BIO-1e)**:

a) Breeding season surveys shall be conducted by a qualified biologist as per the CDFW Staff Report (CDFG 2012) for Western Burrowing Owl when Project construction is proposed to begin and again 14 days prior to breaking ground. In accordance with the 2012 Staff Report, four site surveys need to be completed. One site survey shall occur between February 15 and April 15, and a minimum of three site surveys, at least three weeks apart, between April 15 and July 15 must be conducted. At least one of the three site surveys between April 15 and July 15 must occur after June 15.

   Non-breeding season surveys (September 1 through January 31) may provide information about site occupancy but this should not substitute for breeding season surveys. Should non-breeding season surveys be warranted, four surveys spread evenly throughout the non-breeding season should occur according to the same protocol as breeding season surveys.

   The Staff Report 2012 states that take avoidance (preconstruction) surveys should be conducted 14 days prior or less to initiating ground disturbance. As Burrowing Owls may recolonize a site after only a few days, time lapses between Project activities trigger subsequent take avoidance surveys, including but not limited to a final survey conducted within 24 hours prior to ground disturbance to ensure absence. If no owls are found during these surveys, no further surveys shall be necessary.

b) Burrowing Owl surveys should be conducted by walking suitable habitat in areas within 150 meters (approx. 500 feet) of the Ground Disturbance Areas. The 150-meter buffer zone is surveyed to identify burrows and owls outside of the Project Site that may be impacted by factors such as noise and vibration (heavy equipment) during Project construction. Pedestrian survey transects should be spaced to allow 100 percent visual coverage of the ground surface. The distance between transect center lines should be 7 meters to 20 meters and should be reduced to account for differences in terrain, vegetation density, and ground surface visibility. To effectively survey large projects (100 acres or larger), two or more surveyors should be used to walk adjacent transects. Poor weather may affect the surveyor's ability to detect Burrowing Owls thus, avoid conducting surveys when wind speed is greater than 20 kilometers per hour and there is precipitation or dense fog. To avoid impacts to owls from surveyors, owls and/or occupied burrows should be avoided by a

minimum of 50 meters (approximately 160 feet) wherever practical to avoid flushing occupied burrows. Disturbance to occupied burrows should be avoided during all seasons.

c) If Burrowing Owls are detected on the Project Site, the following restricted activity dates and setback distances are recommended per the Staff Report (CDFG 2012). From February 1 through October 15, low disturbance and medium disturbance activities should have a 200 meter buffer while high disturbance activities should have a 500 meter buffer from occupied nests. From October 16 through March 31, low disturbance activities should have a 50 meter buffer, medium disturbance activities should have a 100 meter buffer, and high disturbance activities should have a 500 meter buffer from occupied nests. No earth-moving activities or other disturbance should occur within the afore-mentioned buffer zones of occupied burrows. These buffer zones should be fenced as well. If Burrowing Owls are found in the Project Site, a qualified biologist shall delineate the extent of Burrowing Owl habitat.

d) The Mitigation Land that shall be preserved in perpetuity as part of the proposed Project as mitigation for special-status species supports grassland habitat that includes numerous rodent burrows that provide nesting habitat, as well as foraging habitat for Western Burrowing Owl. The Mitigation Land shall more than adequately offset any impacts to suitable Burrowing Owl habitat should this species be found during surveys. The preservation of Western Burrowing Owl habitat would fully compensate for impacts to potential Western Burrowing Owl habitat resulting from the Project.

<u>American Badger</u>

54. To ensure that potential impacts to American Badger migration and dispersal habitat are avoided or offset, the following mitigation measures shall be implemented **(MM BIO-1f)**:

a) A preconstruction survey for the American Badger shall be conducted within the Ground Disturbance Areas within 7 days prior to grading thereon. Surveys shall be conducted by a wildlife biologist with experience identifying badger burrows. Survey methods would include conducting parallel transects through the grassland community looking for badger burrows. Any badger burrow identified shall be mapped with a global positioning system (GPS) and shown on all Project development plans and grading plans.

b) If active badger burrows are identified within the Ground Disturbance Areas, they shall be avoided to the extent feasible. If avoidance is not feasible, a biologist should determine if the burrow is being used for breeding. If young are determined to be present, the burrow shall be avoided until young vacate the burrow. If the burrow is being used as refugia by the badger, as approved by CDFW, a one-way eviction door shall be installed to passively relocate the badger from its burrow. If it digs back into the burrow, as approved by CDFW, live traps shall be established at the burrow entrances to trap and remove badgers from the area of impact.

c) The Project includes the perpetual preservation of Mitigation Land that shall be preserved in perpetuity to mitigate impacts to California Tiger Salamander, California Red-legged Frog, and San Joaquin Kit Fox. Since the American Badger has similar habitat requirements as the kit fox, the Mitigation Land would also fully mitigate any potential impacts to the American Badger.

Alameda Whipsnake

55. To ensure that any significant impacts to Alameda Whipsnake are avoided, the following mitigation measures shall be implemented **(MM BIO-1g)**:

    a) Wildlife exclusion fencing shall be installed around the work areas to prevent snakes and other wildlife from entering the construction area. This fence would be installed prior to the time any site grading or other construction-related activities commenced. The fence would remain in place during site grading or other construction-related activities. Wildlife exclusion fencing shall consist of a 4-foot wall of quarter-inch mesh, galvanized, welded wire (i.e., hardware cloth—it cannot be woven wire). If the fence cannot be buried along the bottom edge in a 6-inch deep trench, then the bottom 6 inches of fence shall be landscaped stapled every 3 inches along the entire run of fence. Any voids in the soil beneath the fence shall be filled. The first 3 feet of fencing above the ground would be anchored to staking with wire. Finally, the top 6 inches of wire shall be bent over in a semi-circle towards the outside of the fence to ensure that the fence cannot be climbed.

    b) Mitigation land set-aside as part of MM BIO-1b to mitigate impacts to California Tiger Salamander, California Red-legged Frog, and San Joaquin Kit Fox would also provide appropriate mitigation for impacts to potential Alameda Whipsnake dispersal habitat.

    c) The Applicant shall obtain an incidental take permit from USFWS prior to Project construction and shall implement any additional requirements identified by USFWS as necessary to protect the Alameda Whipsnake. By obtaining “incidental take” authorization from the USFWS, this impact would be mitigated to a less than significant level.

Western Pond Turtle

56. To ensure that impacts to western pond turtle upland nesting habitat are avoided or offset, the following mitigation measures shall be implemented **(MM BIO-1h)**:

    a) Prior to commencement of any earth-moving activity on-site, all potential suitable Western Pond Turtle upland nesting habitat shall be surveyed. This shall include all areas within 100 feet of Tassajara Creek on the Northern Site. Preconstruction surveys for turtles and their nests shall be conducted 30 days prior to any grading activities.

    b) If nest sites are located adjacent to a proposed work area, the nest site plus a 50-foot buffer around the nest site shall be fenced to avoid impacts to the eggs or hatchlings which overwinter at the nest site. In addition, a clear path (buffer area) between the nest site and adjacent creek or ponds shall be left undisturbed and demarcated with orange construction fencing so that dispersing young turtles can migrate to the creek without being deterred/impacted by construction/earth-moving activity.

    c) If nest(s) are located during surveys, moth balls (naphthalene) should be sprinkled around the vicinity of the nest (no closer than 10 feet) to mask human scent and discourage predators.

    d) Construction at the nest site and within the 50-foot buffer area and path to the off-site waterway shall be delayed until the young leave the nest (this could be a period of months)

or as otherwise advised and directed by CDFW, the agency responsible for overseeing the protection of the Western Pond Turtle.

e) If CDFW allows translocation of any nestling pond turtles, this shall be completed by a qualified biologist under the direction of CDFW.

Nesting Raptors

57. To ensure that impacts to nesting raptors are avoided or offset, the following mitigation measures shall be implemented **(MM BIO-1i)**:

a) In order to avoid impacts to nesting raptors, nesting surveys shall be conducted by a qualified raptor biologist prior to commencing with earth-moving or construction work, if this work would commence between February 1 and August 31. The raptor nesting surveys shall include examination of all trees within 500 feet of the Ground Disturbance Areas on the Northern Site.

b) If nesting raptors are identified during the surveys, the dripline of the nest tree must be fenced with orange construction fencing (provided the tree is on the Project Site), and a 300-foot radius around the nest tree must be staked with orange construction fencing. If the tree is located off the Project Site, then the buffer shall be demarcated per above where the buffer occurs on the Project Site. The size of the buffer may be altered if a qualified raptor biologist conducts behavioral observations and determines the nesting raptors are well acclimated to disturbance. If this occurs, the raptor biologist shall prescribe a modified buffer that allows sufficient room to prevent undue disturbance/harassment to the nesting raptors. No construction or earth-moving activity shall occur within the established buffer until it is determined by a qualified raptor biologist that the young have fledged (left the nest) and have attained sufficient flight skills to avoid Project construction zones. This typically occurs by August 1. This date may be earlier or later, and would have to be determined by a qualified raptor biologist. If a qualified biologist is not hired to watch the nesting raptors, then the buffers shall be maintained in place through the month of August and work within the buffer can commence on September 1.

c) Two surveys may be required to address both early and later nesting raptor species. Great Horned Owls and American Kestrels begin nesting in February while Northern Harriers, Red-tailed Hawks, and Red-shouldered Hawks begin nesting in early April. Thus, an early survey should be conducted in February if earth-moving work or construction is proposed to commence between February 1 and April 1. If construction has not commenced by the end of March, a second nesting survey shall be conducted in April/May, whichever month is within 30 days of the commencement of construction. If construction would commence after May but before September 1, then the second survey shall be conducted within the 30-day period prior to site disturbance.

d) If the early nesting survey identifies a large stick or other type of raptor nest that appears inactive at the time of the survey, but there are territorial raptors evident in the nest site vicinity, a protection buffer (as described above) shall be established around the potential nesting tree until the qualified raptor biologist determines that the nest is not being used. In the absence of conclusive observations indicating the nest site is not being used, the buffer shall remain in place until a second follow-up nesting survey can be conducted to determine the status of the nest and eliminate the possibility that the nest is utilized by a

late-spring nesting raptor (for example, Red-tailed Hawk). This second survey shall be conducted even if construction has commenced. If during the follow-up late season nesting survey a nesting raptor is identified utilizing the nest, the protection buffer shall remain until it is determined by a qualified raptor biologist that the young have fledged and have attained sufficient flight skills to avoid Project construction zones. If the nest remains inactive, the protection buffer can be removed and construction and earth-moving activities can proceed unrestrained.

Nesting Birds

58. To ensure that impacts to nesting passerine birds and nesting special-status birds are avoided or offset, the following mitigation measures shall be implemented **(MM BIO-1j)**:

    a) A nesting survey shall be conducted within all Ground Disturbance Areas and a surrounding 500-foot buffer 15 days prior to commencing construction/grading or tree removal activities, if this work would commence between March 1 and September 1. If special-status birds (such as Loggerhead Shrike) are identified nesting on the Project Site, a 50-foot radius around the nest must be staked with bright orange construction fencing. No construction or earth-moving activity shall occur within this 50-foot buffer until it is determined by a qualified biologist that the young have fledged (that is, left the nest) and have attained sufficient flight skills to avoid Project construction zones. This typically occurs by August 1. This date may be earlier than August 1, or later, and would have to be determined by a qualified ornithologist.

    b) If common (not special-status) passerine (perching birds such as Anna's Hummingbird [*Calypte anna*] and Mourning Dove [*Zenaida macroura*]) birds are identified nesting on the Project Site, grading or tree removal activities in the vicinity of the nest shall be postponed until it is determined by a qualified ornithologist that the young have fledged and have attained sufficient flight skills to leave the area. The size of the nest protective buffer required to ensure that the Project does not result in take of nesting birds, their eggs or young shall be determined by a qualified ornithologist. Typically, most passerine birds can be expected to complete nesting by June 15, with young attaining sufficient flight skills by early July.

Special-Status Bats

59. In order to avoid impacts to roosting special-status bats, a biologist shall survey trees and buildings to be disturbed by Project activities, including those near the proposed Future Equestrian Staging Area, 15 days prior to commencing with any removal or demolition. All bat surveys shall be conducted by a biologist with known experience surveying for bats. If no special-status bats are found during the surveys, then no further action would be required.

    If special-status bat species are found on the Project Site, a determination shall be made if there are young bats present. If young are found roosting in any tree or building, impacts to the tree or building shall be avoided until the young have reached independence. A non-disturbance buffer fenced with orange construction fencing shall also be established around the maternity site. The size of the buffer zone shall be determined by a qualified bat biologist at the time of the surveys. If adults are found roosting in a tree or building on the Project Site but no maternal sites are found, then the adult bats can be flushed or a one-way eviction door can be placed over the tree cavity (or building access opening) prior to the time the tree or

building in question would be removed or disturbed. No other mitigation compensation would be required.

Waters of the U.S. and State

60. To ensure that impacts to waters of the U.S. and State offset, the following mitigation measures will be implemented **(MM BIO-3)**:

    a) Obtain a Section 404 permit from the USACE and a Section 401 permit from the RWQCB prior to Project construction and implementing any additional mitigation measures identified by the USACE or RWQCB as part of these permits.

    b) At a minimum, all impacts to waters of the U.S. and State would be compensated for via creation and preservation of new waters of the U.S. and State at a minimum of 2:1 (creation to impact) ratio or as otherwise specified in permitting conditions imposed by the USACE and RWQCB. The Applicant proposes to create at least 0.80 acre of new wetland to mitigate for Project-related impacts to waters of the U.S. and State.

    c) The Applicant is proposing to compensate for impacts to waters of the U.S. and State by creating wetlands on the Southern Site. A detailed Wetland Mitigation Plan will be prepared for the Project that shows the location, materials, and construction methods for creation of the wetlands. The Wetland Mitigation Plan will include specific success criteria and performance standards to measure the success of the mitigation wetlands. The success of the mitigation wetlands will be based upon how well it replaces the functions and services provided by seasonal wetlands that will be impacted by the Project. To be judged successful, the created wetlands must support a self-sustaining hydrophytic plant community that includes representative wetland taxa (i.e., wetland plant genera and species). A 5-year monitoring program will be implemented to monitor the progress of the wetland mitigation toward the established goals. At the end of each monitoring year, an annual report will be submitted to the USACE, RWQCB, and other resource agencies. This report will document the hydrological and vegetative condition of the mitigation wetland(s) and will recommend remedial measures as necessary to correct deficiencies.

    d) When implemented, creation of the wetlands (or purchase of wetland mitigation bank credits) will fully compensate for impacts to regulated waters of the U.S. (and State) resulting from construction of the Project. The Mitigation Land on the Southern Site will be preserved in perpetuity via recordation of a conservation easement, or other appropriate legal mechanism, ensuring that the mitigation wetlands are located within the permanently preserved open space area that will be maintained in perpetuity.

    e) In lieu of creating waters of the U.S. and State on the Project Site, the Applicant may also choose to purchase mitigation credits from a qualified wetland mitigation bank as approved in advance by the USACE and RWQCB.

    f) Grading impacts associated with the creation of mitigation wetlands on the Southern Site shall also be minimized by the use of Best Management Practices to protect preserved wetlands and to ensure water quality in wetlands and other waters within the watershed. These practices can include installing orange construction fencing, hay or gravel waddles, and other protective measures. During Project construction, a biological monitor shall be on-site to monitor the integrity of preserved wetlands and other waters.

**Cultural Resources**

61. If a potentially significant cultural resource is encountered during Project construction or related activities, all activities within a 50-foot radius of the find shall cease until a qualified archaeologist evaluates the find for its significance in terms of CEQA criteria. The Applicant shall include a standard inadvertent discovery clause in every construction contract to inform contractors of this requirement. The archaeologist shall make recommendations concerning appropriate measures that will be implemented to protect the resource, including, but not limited to, excavation and evaluation of the finds in accordance with Section 15064.5 of the CEQA Guidelines. Cultural resources could consist of, but are not limited to, stone, wood, or shell artifacts, structural remains, privies, or historic dumpsites. Any previously undiscovered resources found during construction within the Project Site shall be recorded on appropriate Department of Parks and Recreation (DPR) 523 forms. **(MM CUL-1)**

62. A qualified cultural resources monitor shall be on-site during all grading and excavation activities. In the event that fossils or fossil-bearing deposits are discovered during grading or construction of the Project, excavations within 50 feet of the find shall be temporarily halted until the discovery is examined by a qualified paleontologist, in accordance with the applicable Society of Vertebrate Paleontology standards, and assessed for significance under CEQA. The Applicant shall include a standard inadvertent discovery clause in every construction contract to inform contractors of this requirement. If the find is determined to be significant and if avoidance is not feasible, the paleontologist shall design and carry out a data recovery plan consistent with the Society of Vertebrate Paleontology standards. **(MM CUL-3)**

63. In the event of the accidental discovery or recognition of any human remains, CEQA Guidelines Section 15064.5; Health and Safety Code Section 7050.5; Public Resources Code Section 5097.94 and Section 5097.98 must be followed. In addition, if during the course of grading or construction there is an inadvertent discovery of any human remains, the following steps shall be taken **(MM CUL-4)**:

    a) There shall be no further excavation or disturbance within 50 feet of the find until the County Coroner is contacted to determine if the remains are Native American and if an investigation of the cause of death is required. If the Coroner determines the remains to be Native American, the coroner shall contact the Native American Heritage Commission (NAHC) within 24 hours, and the NAHC shall identify the person or persons it believes to be the “most likely descendant” (MLD) of the deceased Native American. The MLD may make recommendations to the landowner or the person responsible for the excavation work within 48 hours, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in PRC Section 5097.98.

    b) Where the following conditions occur, the landowner or his authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity either in accordance with the recommendations of the most likely descendant or on the Project Site in a location not subject to further subsurface disturbance:

        - The NAHC is unable to identify a most likely descendent or the most likely descendent failed to make a recommendation within 48 hours after being notified by the commission.

- The descendant identified fails to make a recommendation.

- The landowner or his authorized representative rejects the recommendation of the descendant, and mediation by the NAHC fails to provide measures acceptable to the landowner.

**Geology, Soils, Seismicity**

64. **Prior to CDD stamp-approval of plans for issuance of the first grading permit**, the Project Applicant shall submit a design-level Geotechnical Investigation to Contra Costa County for review and approval of the County Peer Review Geologist. The investigation shall be prepared by a qualified engineer and identify grading and building practices necessary to achieve compliance with the latest adopted edition of the California Building Standards Code's geologic, soils, and seismic requirements. The measures identified in the approved report shall be incorporated into the Project plans. **(MM GEO-1)**

    A deposit of $750 shall be submitted along with the Geological Investigation report required above, to cover the cost of the County Peer Review Geologist's review.

65. **Prior to recordation of the first Final Map**, the Applicant shall submit a proposed deed disclosure statement to address this COA 65 for the review and approval of the CDD. This disclosure statement shall acknowledge the CDD-approved design-level geotechnical investigation by title, author (firm), and date, calling attention to approved recommendations and noting that the report is available from the seller.

**Hazards and Hazardous Materials**

66. **Prior to the demolition of any on-site structure constructed prior to 1978, or any structure suspected to contain asbestos or lead containing materials**, the property owner or Applicant shall retain a qualified contractor to determine the presence or absence of asbestos-containing materials or lead-based paint. If either material is found to be present, the property owner or Applicant shall retain a certified hazardous waste contractor to properly remove and dispose of all materials containing asbestos or lead paint in accordance with applicable federal and state laws and regulations. The property owner or Applicant shall submit documentation to Contra Costa County demonstrating that this contractor has been retained as part of the demolition permit application. Upon completion of removal and disposal of materials, the Project Applicant shall provide documentation to Contra Costa County reasonably demonstrating that these activities were successfully completed.

**Hydrology and Water Quality**

67. **Prior to recordation of the first Final Map**, the Contra Costa County Department of Conservation and Development shall verify that the Applicant has prepared a Stormwater Pollution Prevention Plan (SWPPP) in accordance with the requirements of the statewide Construction General Permit. The SWPPP shall be designed to address the following objectives: (1) all pollutants and their sources, including sources of sediment associated with construction, construction site erosion, and all other activities associated with construction activity are controlled; (2) where not otherwise required to be under a Regional Water Quality Control Board permit, all non-stormwater discharges are identified and either eliminated,

controlled, or treated; (3) site Best Management Practices (BMPs) are effective and result in the reduction or elimination of pollutants in stormwater discharges and authorized non-stormwater discharges from construction activity; and (4) stabilization BMPs installed to reduce or eliminate pollutants after construction are completed. The SWPPP shall be prepared by a qualified SWPPP developer. The SWPPP shall include the minimum BMPs required for the identified Risk Level. BMP implementation shall be consistent with the BMP requirements in the then most recent version of the California Stormwater Quality Association Stormwater Best Management Handbook-Construction or the Caltrans Stormwater Quality Handbook Construction Site BMPs Manual. **(MM HYD-1)**

**Noise**

68. To reduce potential construction noise impacts, the following multi-part mitigation measures shall be implemented for the Project **(MM NOI-1a)**:

- The construction contractor shall ensure that all internal combustion engine-driven equipment are equipped with mufflers that are in good condition and appropriate for the equipment.
- The construction contractor shall locate stationary noise-generating equipment as far as feasible from sensitive receptors when sensitive receptors adjoin or are near a construction disturbance area. In addition, the Project contractor shall place such stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the Project Site.
- The construction contractor shall prohibit unnecessary idling of internal combustion engines.
- The construction contractor shall locate, to the maximum extent practical, on-site equipment in staging areas to maximize the distance between construction-related noise sources and noise-sensitive receptors nearest the Project Site during all Project construction.
- For any construction work associated with implementation of the project that would occur within the City of San Ramon (such as the potential recycled water pipeline installation), such activities shall be limited to Monday through Friday, prior to 7:30 a.m. and after 7:00 p.m. on each day and on Saturdays and Sundays, prior to 9:00 a.m. and after 6:00 p.m.
- All construction activities associated with implementation of the project that will occur within the jurisdiction of Contra Costa County shall be limited to the hours of 7:30 a.m. to 5:30 p.m., Monday through Friday, and shall be prohibited on State and Federal holidays on the calendar dates that these holidays are observed by the State or Federal government as listed below:

New Year's Day (State and Federal)
Birthday of Martin Luther King, Jr. (State and Federal)
Washington's Birthday/Presidents' Day (State and Federal)
Lincoln's Birthday (State)
Cesar Chavez Day (State)
Memorial Day (State and Federal)
Independence Day (State and Federal)
Labor Day (State and Federal)
Columbus Day (State and Federal)

Veterans Day (State and Federal)
Thanksgiving Day (State and Federal)
Day after Thanksgiving (State)
Christmas Day (State and Federal)

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

Federal holidays:
https://www.opm.gov/policy-data-oversight/snow-dismissal-procedures/federal-holidays/#url=2019

California holidays:
http://www.ftb.ca.gov/aboutFTB/holidays.shtml

- **At least 10 days prior to the issuance of any grading permit**, signs shall be posted at the construction site that include permitted construction days and hours, a day and evening contact number for the job site, and a contact number for the on-site complaint and enforcement manager in the event of problems.

- An on-site complaint and enforcement manager shall be available to respond to and track complaints. The manager will be responsible for responding to any complaints regarding construction noise and or dust and for coordinating with the adjacent land uses. The manager will determine the cause of any complaints and coordinate with the construction team to implement effective measures (considered technically and economically feasible) warranted correcting the problem. The telephone number of the coordinator shall be posted at the construction site and provided to neighbors in a notification letter. The manager will be trained to use a sound level meter and should be available during all construction hours to respond to complaints.

- **At least one week prior to commencement of any grading or construction activities for each major phase of construction**, the Applicant shall prepare a notice that grading or construction work will commence. The notice shall be posted at the site and mailed to all the owners and occupants of property within 300 feet of the exterior boundary of the Northern Site as shown on the latest equalized assessment roll. The notice shall include a list of contact persons with name, title, phone number and area of responsibility. The person responsible for maintaining the list shall be included. The list shall be kept current at all times and shall consist of persons with authority to indicate and implement corrective action in their area of responsibility. The names of individuals responsible for noise and litter control, tree protection, construction traffic and vehicles, erosion control, and the 24-hour emergency number shall be expressly identified in the notice. The notice shall be re-issued with each phase of the Project and a copy shall be mailed to Contra Costa County Department of Conservation and Development.

69. All proposed residential units located within 216 feet of the centerline of Camino Tassajara shall include an alternate form of ventilation, such as an air conditioning system, in order to

ensure that windows can remain closed for a prolonged period of time. The building plans approved by the County shall reflect this requirement. **(MM NOI-1b)**

70. A sound wall shall be constructed along the Camino Tassajara frontage and the rear boundary of Lots 67-77, as designed and deemed necessary by an acoustical specialist, to reduce the noise levels of all outdoor areas on residential lots within 216 feet of the centerline of Camino Tassajara, to a level of 60 dBA $L_{dn}$ or lower. Prior to issuance of a building permit for the sound wall, proposed materials and color palettes shall be submitted for review and approval by the County. The sound wall shall be constructed prior to occupancy of any residence on a lot that is within 216 feet of the centerline of Camino Tassajara.

**Transportation and Traffic**

71. The Project Applicant shall pay the applicable per lot Tri-Valley Transportation Development (TVTD) Fees, which shall serve as partial mitigation for the impact to freeway segments. The fees contribute to the construction of planned freeway improvements, including HOV lanes, auxiliary lanes, interchange improvements as well as other regional transportation improvements, including (among others) the BART extension to Livermore. Impact fees are due at time of issuance of building permits. Payment of these fees would **partially mitigate** the incremental impact. **(MM TRANS-1)**

72. **Prior to the issuance of the first building permit**, the Project Applicant shall fund the optimization of the signal timing at the intersection of Camino Tassajara and Oak Gate Drive-Lawrence Road (Intersection #5). This will require signal coordination with Intersection #4: Camino Tassajara and Hansen Lane-Diablo Vista Middle School Driveway. Both intersections are under the jurisdiction of the Town of Danville. Modifications to signal timing shall be reviewed by and meet the approval of the Town of Danville and Contra Costa Public Works Department prior to implementation. Updated timing and signal coordination shall be physically implemented **prior to the issuance of the building permit for the 123rd on-site residential unit**. **(MM TRANS-2)**

73. **Prior to the issuance of the first building permit**, the Project Applicant shall fund optimization of the signal timing at the intersection of Camino Tassajara and Oak Gate Drive-Lawrence Road (Intersection #5). This will require signal coordination with Intersection #4: Camino Tassajara and Hansen Lane-Diablo Vista Middle School Driveway. Both intersections are under the jurisdiction of the Town of Danville. Modifications to signal timing shall be reviewed by and meet the approval of the Town of Danville and Contra Costa Public Works Department prior to implementation. **(MM TRANS-3b)**

74. **Prior to the issuance of the first building permit**, the Project Applicant shall fund optimization of the intersection signal timing at the intersection of Camino Tassajara and Buckingham Drive-Rassani Drive (Intersection #8). This intersection is under the jurisdiction of the Town of Danville. Modifications to signal timing shall be reviewed by and meet the approval of the Town of Danville and Contra Costa Public Works Department prior to implementation. **(MM TRANS-3c)**

75. **Prior to the issuance of the first building permit**, the Project Applicant shall fund optimization of the intersection signal timing at the intersection of Camino Tassajara and Tassajara Ranch Drive (Intersection #10). This intersection is under the jurisdiction of the Town of Danville. Modifications to signal timing shall be reviewed by and meet the approval

of the Town of Danville and Contra Costa Public Works Department prior to implementation. **(MM TRANS-3d)**

**County Service Area (CSA)**

76. The Applicant shall provide and fund public transit and/or school bus services to the Tassajara Parks Project by: (1) participating with the County in the formation of a County Service Area, subject to LAFCO approval; and (2) approving the levy of benefit assessments on parcels within the subdivision or, at the County's option, approving and implementing another equivalent funding mechanism acceptable to the Board of Supervisors. The County Service Area shall be formed and the benefit assessments (or an equivalent funding mechanism acceptable to the Board of Supervisors) shall be approved and levied **before the first final map is filed for any portion of the Project**.

77. To facilitate formation of the County Service Area, the Applicant shall participate in and fund the preparation of an Engineer's Report by the County, which report shall include the following elements: (1) evaluation and definition of the appropriate base level and type of public transit and/or school bus services that would be extended to the Tassajara Parks Project during, at minimum, the peak hour commute periods (6:30 - 9:00 a.m. and 4:00 - 6:30 p.m.) and/or school bell times; (2) the identification of the capital and operating expenses associated with the appropriate base level of public transit/school bus services, which would, in the case of public transit, either operate as a subscription, demand response or other undefined system, or in the case of fixed route service, have a goal of twenty (20) minute headways for the peak hour commute periods, or alternatively, on headways that provide an equivalent of high quality and responsive service to residents for the peak commute periods, and as defined in the Engineer's Report; (3) the fair share of apportionment of these public transit/school bus capital and operating expenses for the Tassajara Parks Project; (4) the formation of a benefit assessment district for the County Service Area to assess all parcels within the Tassajara Parks Project (or an equivalent funding mechanism acceptable to the Board of Supervisors) to fund the Project's fair share contribution for this extended public transit/school bus service; (5) any assessment of such a fee on a parcel within Tassajara Parks for the purposes described above would begin following the issuance of an occupancy permit, and thereafter, the annual fee assessed on a parcel would be reviewed and, as necessary, adjusted to reflect increased costs in operating this service; and, (6) the operation of the public transit/school bus service as described above would begin at the 123rd unit of the Project.

    The Engineer's Report, which should be prepared in consultation with and with advice from the local public transit provider (Central Contra Costa Transit Authority), and TRAFFIX (a joint powers administering congestion reduction focused school bus service in the area), should specifically evaluate and recommend the appropriate level and type of public transit service between the Tassajara Parks subdivision and the major employment/activity centers and transit hubs as determined by an origin-destination analysis conducted as a part of the Engineers Report. In the case of school bus service, the report shall recommend which schools to serve. The service area for the Engineer's Report shall include all development in the Tassajara Parks Project. The Engineer's Report shall establish pro-rata shares among the Applicants in the subdivision for the recommended level and type of public transit and school bus service.

78. Upon completion of the Engineer's Report, the Applicant, at the Applicant's expense, in coordination with the County and LAFCO, shall take all appropriate actions to implement the report's recommendations, including: (1) the formation of a County Service Area, subject to

approval by County and LAFCO, to provide public transit and school bus services and the approval and levy of benefit assessments on all parcels within the Tassajara Parks Project (or an equivalent funding mechanism acceptable to the Board of Supervisors) to provide permanent funding for the services; and, (2) **prior filing of the first final map,** the Applicant shall deposit with the County the Project's pro rata share of the capital costs necessary for the purchase of the transit vehicles or other capital costs, to be used for the public transit and/or school bus service that would be extended to the Tassajara Parks Project under the County Service Area.

79. The County and LAFCO will need to approve the formation of the above-referenced County Service Area in accordance with applicable laws and regulations. So long as the Applicant complies with all of its obligations set forth in COA 76 through 78, the Applicant shall be deemed to have satisfied the foregoing conditions even if the County and/or LAFCO do not ultimately approve the formation of the above-referenced County Service Area.

**Utilities and Services Systems**

80. **Prior to the recordation of the first Final Map**, the Project Applicant must demonstrate to the Director of the DCD that all required approvals are obtained to implement provision of water to the Project Site via the selected water supply. **(MM USS-1)**

81. All existing wells (if any) located within the Residential Development Area shall be abandoned with permits as required by the County Health Services Department, Environmental Health Division and in accordance with applicable laws and regulations. **Prior to filing of the first Final Map**, evidence shall be provided to the CDD indicating that the required permits (if any) have been obtained, or that an application for a permit is being processed.

82. **Prior to recordation of the first Final Map**, the Project sponsor shall provide evidence that adequate public sanitary sewer services can be provided for the development.

**Tassajara Hills Elementary Parking Lot Improvements**

83. **Prior to filing of the first Final Map**, the Applicant shall provide evidence to the CDD indicating that an agreement and timeline for completion of the proposed improvements to the Tassajara Hills Elementary School parking lot have be finalized.

## PUBLIC WORKS CONDITIONS OF APPROVAL

Applicant shall comply with the applicable requirements of Title 8, Title 9 and Title 10 of the Ordinance Code. Any exception(s) must be stipulated in these Conditions of Approval. Conditions of Approval are based on the Final Development Plan/Vesting Tentative Map submitted to the Department of Conservation and Development on August 19, 2020.

COMPLY WITH THE FOLLOWING CONDITIONS OF APPROVAL PRIOR TO FILING OF THE FIRST FINAL MAP, UNLESS NOTED OTHERWISE.

**General Requirements**

84. In accordance with Section 92-2.006 of the County Ordinance Code, this subdivision shall conform to all applicable provisions of the Subdivision Ordinance (Title 9). Any exceptions

therefrom must be specifically listed in this conditional approval statement. The drainage, road and utility improvements outlined below shall require the review and approval of the Public Works Department and are based on the Vesting Tentative Map received by the Department of Conservation and Development, Community Development Division, on August 19, 2020.

85. Applicant shall submit improvement plans prepared by a registered civil engineer to the Public Works Department and pay appropriate fees in accordance with the County Ordinance Code and these conditions of approval. The below conditions of approval are subject to the review and approval of the Public Works Department.

**Roadway Improvements (Frontage)**

86. Northern Site -

    The Applicant is granted an exception from the installation of frontage improvements along Camino Tassajara east of "A" Street excepting any improvements necessary to accommodate intersection channelization/transitions or a bus stop (if deemed necessary).

87. Southern Site -

    The Applicant is granted an exception from the installation of frontage improvements along the Southern Site frontage of Camino Tassajara.

**Roadway Improvements (Off-Site)**

88. Updated timing and signal coordination shall be physically implemented prior to accepting the subdivision improvements as complete and releasing all related bonds and security.

89. Applicant shall construct access modifications and improvements to the parking lot serving Tassajara Hills Elementary School subject to the Applicant and School District reaching mutual agreement on the scope and timing of same. These improvements, including signal modifications, must be coordinated with the School District, DGS - Division of the State Architect, and the County Public Works Department.

**Roadway Improvements (On-Site)**

90. The Applicant shall construct the on-site road system to County public road standards and convey to the County, by Offer of Dedication, the corresponding right of way.

91. The Applicant shall incorporate traffic calming measures in the design of on-site streets. These may include curb "bulb-outs" at the intersections of 'A' and 'D' Streets and 'A' and 'C' Streets to facilitate pedestrian access to Parcels 'K' and 'J'. Additional or alternate measures (e.g. speed bumps) may also be required subject to approval by both the Fire District and Public Works Director or designee.

92. The Applicant shall construct the proposed "mini-roundabout" at the intersection of 'A' and 'E' Streets per the latest Technical Summary published by the FHWA (FHWA-SA-10-007) as directed by the Fire District and Public Works Department.

93. The Applicant shall construct all on-site internal intersections to be side-street stop-controlled or yield controlled intersections at the minor approaches. **MM TRANS-6a**

**Access to Adjoining Property**

94. Proof of Access: The Applicant shall furnish proof to the Public Works Department of the acquisition of all necessary rights of way, rights of entry, permits and/or easements for the construction of off-site, temporary or permanent, public and private road and drainage improvements as may be necessary.

95. Encroachment Permit: **Prior to filing of the first Final Map or CDD stamp-approval of plans for issuance of a grading permit**, whichever occurs first, the Applicant shall obtain an encroachment permit from the Application and Permit Center for construction of driveways or other improvements within the right of way of Camino Tassajara and Finley Road.

**Abutter's Rights**

96. Property owner(s) shall relinquish abutter's rights of access along Camino Tassajara with the exception of the proposed intersection at 'A' Street.

**Road Alignment/Intersection Design/Sight Distance**

97. Sight Distance: The Applicant shall provide sight distance at all intersections with Camino Tassajara for a design speed of 50 miles per hour.

98. Sight Distance: The Applicant shall submit a preliminary alignment study to the Public Works Department for review showing the ultimate road improvements per the County General Plan along the Southern Site frontage of Camino Tassajara. This "sketch plan" shall be to scale, show horizontal and vertical alignments, transitions, curb lines, lane striping, storm water treatment facilities and cross sections. Sight distance for the plan shall be based on a design speed of 50 miles per hour. The plan shall extend a minimum of 200-feet beyond the limits of the proposed work. The typical section shall include an 80-foot roadway section within a 100-foot right of way. The road will include two lanes in each direction, bike lanes/shoulders and a 16-foot median area that may also serve as a two-way left turn lane. Additional section width may be necessary at the intersections with Highland and Johnston Roads to accommodate turning movement channelization.

**AOB Reimbursements**

99. The Applicant, **prior to constructing any public improvements**, shall contact the Public Works Department to determine the extent of any eligible credits or reimbursements against the area of benefit fees.

**Road Dedications**

100. Camino Tassajara - Property owner(s) shall convey to the County, by separate instrument, and irrevocable Offer of Dedication for right of way consistent with the proposed improvements and "sketch plans" previously noted within these conditions of approval.

101. Finley Road - Property owner(s) shall convey to the County, by separate instrument, an irrevocable Offer of Dedication, for a 30-foot half width right of way consistent with the previous dedication on the adjacent southern parcel. This width shall be adjusted accordingly to eliminate the angle points in the existing easement. The minimum centerline radius required for arterial streets per the County Ordinance Code is 650 feet.

**Street Lights**

102. Street lights shall be installed along all public street frontages in accordance with County Ordinance Code requirements and Public Works Department Street Light Design Guidelines; provided, however, that no street lights within one mile of an existing school shall be required pursuant to the exception granted herein.

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

**Landscaping**

104. The Applicant shall install and warrant all landscaping and automatic irrigation facilities in the public right of way. The landscape facilities shall be maintained by the developer: a) for a minimum of 90 days after installation, b) until the plants have become established, and c) until maintenance funding and a license agreement is established between the County and Homeowner's Association.

105. For all landscaping in the public right of way, the Applicant shall submit four sets of landscape and automatic irrigation plans and cost estimates, prepared by a licensed landscape architect, to the Public Works Department for review and to the CDD for review and approval, **prior to filing of the first Final Map**. Applicant shall pay appropriate fees in accordance with County Ordinance.

**Bicycle - Pedestrian Facilities**

106. Curb ramps and driveways shall be designed and constructed in accordance with current County standards. A detectable warning surface (e.g. truncated domes) shall be installed on all curb ramps. Adequate right of way shall be dedicated at the curb returns to accommodate the returns and curb ramps and accommodate a minimum 4-foot landing on top of any curb ramp proposed.

107. The Applicant shall design all public and private pedestrian facilities in accordance with Title 24 (Handicap Access) and the Americans with Disabilities Act. This shall include all sidewalks, paths, driveway depressions, and curb ramps.

108. Proposed pedestrian paths connecting to the school site must be coordinated with the School District, State Department of General Services (DGS) - Division of the State Architect, and the Public Works Department.

**Utilities/Undergrounding**

109. The Applicant is granted an exception from the underground utility requirements along Camino Tassajara east of 'A' Street and along Finley Road.

**Maintenance of Facilities**

110. The subdivider shall insure the maintenance of the detention basin facility through either an existing public maintenance entity **or** by the creation of another maintenance entity (e.g., GHAD, HOA). The entity shall have an adequate revenue source to assure perpetual maintenance.

111. The maintenance obligation of all common and open space areas, parks, public and private landscaped areas, perimeter walls/fences, and on-site drainage, detention and stormwater treatment facilities shall be included in the covenants, conditions, and restrictions (CC&Rs). The language to comply with this condition shall be submitted for the review and approval of the CDD and the Public Works Department at least 60 days prior to filing of the Final Map for the first phase.

112. Maintenance operations of landscaping or other facilities within public street rights of way shall be subject to obtaining an encroachment permit for the County. Ongoing operations will necessitate entering into a license agreement with the County.

**Drainage Improvements**

113. Collect and Convey: The Applicant is granted an exception from the "collect and convey" requirements of the County Ordinance Code provided the proposed detention/stormwater management basin is designed to reduce pre-project peak stormwater discharge rates by at least 10% for 10, 25 and 100-year storm events of 3, 6, 12 and 24-hr. duration.

**Miscellaneous Drainage Requirements**

114. The Applicant shall design and construct all storm drainage facilities in compliance with the applicable provisions of the County Ordinance Code, Public Works Department design standards, and Flood Control District Detention Basin Guidelines.

115. The Applicant shall prevent storm drainage from draining across the sidewalk(s) and driveway(s) in a concentrated manner in accordance with applicable requirements and standards.

116. The property owner shall offer to dedicate a public drainage easement over any man-made drainage system which conveys storm water run-off from public streets.

117. A private storm drain easement, conforming to the width specified in Section 914-14.004 of the County Ordinance Code, shall be offered for dedication over the proposed storm drain line traversing the site, and other facilities to be maintained by a third party other than the property owner or Homeowners Association (e.g., a GHAD).

**Creek Banks and Creek Structure Setbacks**

118. Property owner shall relinquish "development rights" over those portions of the site that are within the structure setback area of natural creeks. The structure setback area shall be determined by using the criteria outlined in Chapter 914-14, "Rights of Way and Setbacks," of the Subdivision Ordinance. "Development rights" shall be conveyed to the County by grant deed.

**National Pollutant Discharge Elimination System (NPDES)**

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

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

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

**Stormwater Management and Discharge Control Ordinance**

120. The Applicant shall submit a FINAL Storm Water Control Plan (SWCP) and a Stormwater Control Operation and Maintenance Plan (O+M Plan) to the Public Works Department, which shall be reviewed for compliance with the County's National Pollutant Discharge Elimination System (NPDES) Permit and shall be deemed consistent with the County's Stormwater Management and Discharge Control Ordinance (§1014) **prior to filing of the first Final Map**. To the extent required by the NPDES Permit, the Final Stormwater Control Plan and the O+M Plan will be required to comply with NPDES Permit requirements that have recently become effective that may not be reflected in the preliminary SWCP and O+M Plan. All time and materials costs for review and preparation of the SWCP and the O+M Plan shall be borne by the Applicant.

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

122. Storm water management facilities shall be subject to inspection by Public Works Department staff; all time and materials costs for inspection of stormwater management facilities shall be borne by the Applicant.

123. **Prior to filing of the first Final Map**, the property owner(s) shall enter into a standard Stormwater Management Facility Operation and Maintenance Agreement with Contra Costa County, in which the property owner(s) shall accept responsibility for and related to operation and maintenance of the stormwater facilities, and grant access to relevant public agencies for inspection of stormwater management facilities.

124. **Prior to filing of the first Final Map**, the property owner(s) shall annex the subject property into Community Facilities District (CFD) No. 2007-1 (Stormwater Management Facilities), which funds responsibilities of Contra Costa County under its NPDES Permit to oversee the ongoing operation and maintenance of stormwater facilities by property owners.

125. Any proposed water quality features that are designed to retain water for longer than 72 hours shall be subject to the review of the Contra Costa Mosquito & Vector Control District.

## ADVISORY NOTES

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

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

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

B. The Applicant should be aware of applicable expiration dates and renewing requirements prior to recording the Final Map.

C. Prior to commencement of the use approved under this permits and approvals, the Applicant may wish to contact the following agencies to determine if additional requirements and/or additional permits are required as part of the proposed Project:

   - County Building Inspection Division
   - County Public Works Department

- East Bay Municipal Utility District
- San Ramon Valley Fire Protection District
- Central Contra Costa Sanitary District
- Contra Costa County Local Agency Formation Commission (LAFCO)
- East Bay Regional Park District
- U.S. Department of Fish and Wildlife
- California Department of Fish and Wildlife
- Town of Danville

D. The Applicant will be required to comply with the requirements of the Bridge/Thoroughfare Fee Ordinance for the South County, Tri-Valley Transportation, Southern Contra Costa (SCC) Sub Regional and SCC Regional Areas of Benefit as adopted by the Board of Supervisors.

E. Portions of the Project lie within the Special Flood Hazard Area (100-year flood boundary) as designated on the Federal Management Emergency Agency's Flood Insurance Rate Maps. The Applicant shall be aware of the requirements of the National Flood Insurance Program and the County Floodplain Management Ordinance as they pertain to future construction of any structures on this property.

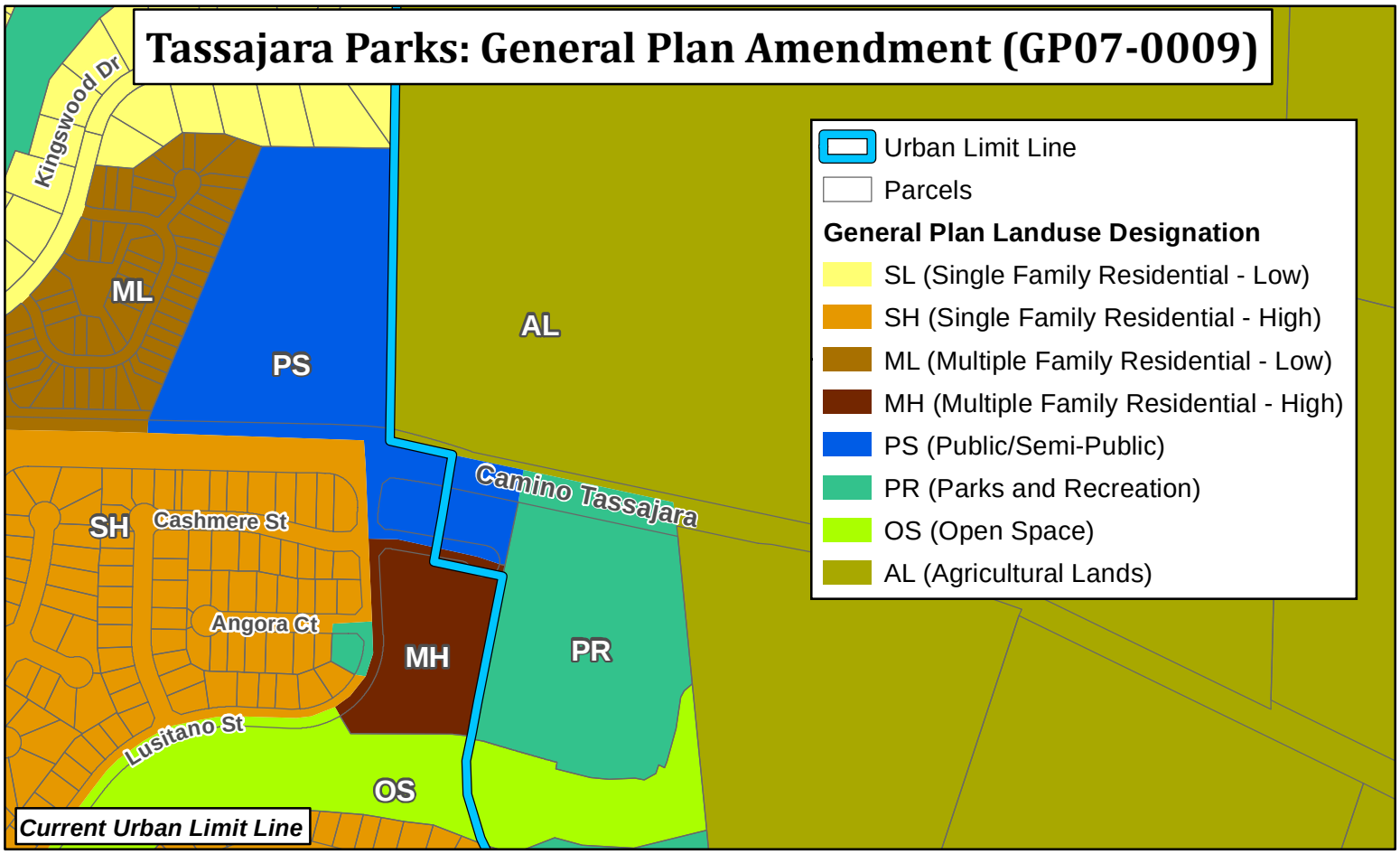
F. This Project may be subject to the requirements of the Department of Fish and Wildlife. It is the Applicant's responsibility to notify the Department of Fish and Wildlife, Bay Delta Region (Region 3), 2825 Cordelia Road, Suite 100, Fairfield, CA 94534, of any proposed construction within this development that may affect any fish and wildlife resources, per the Fish and Wildlife Code.

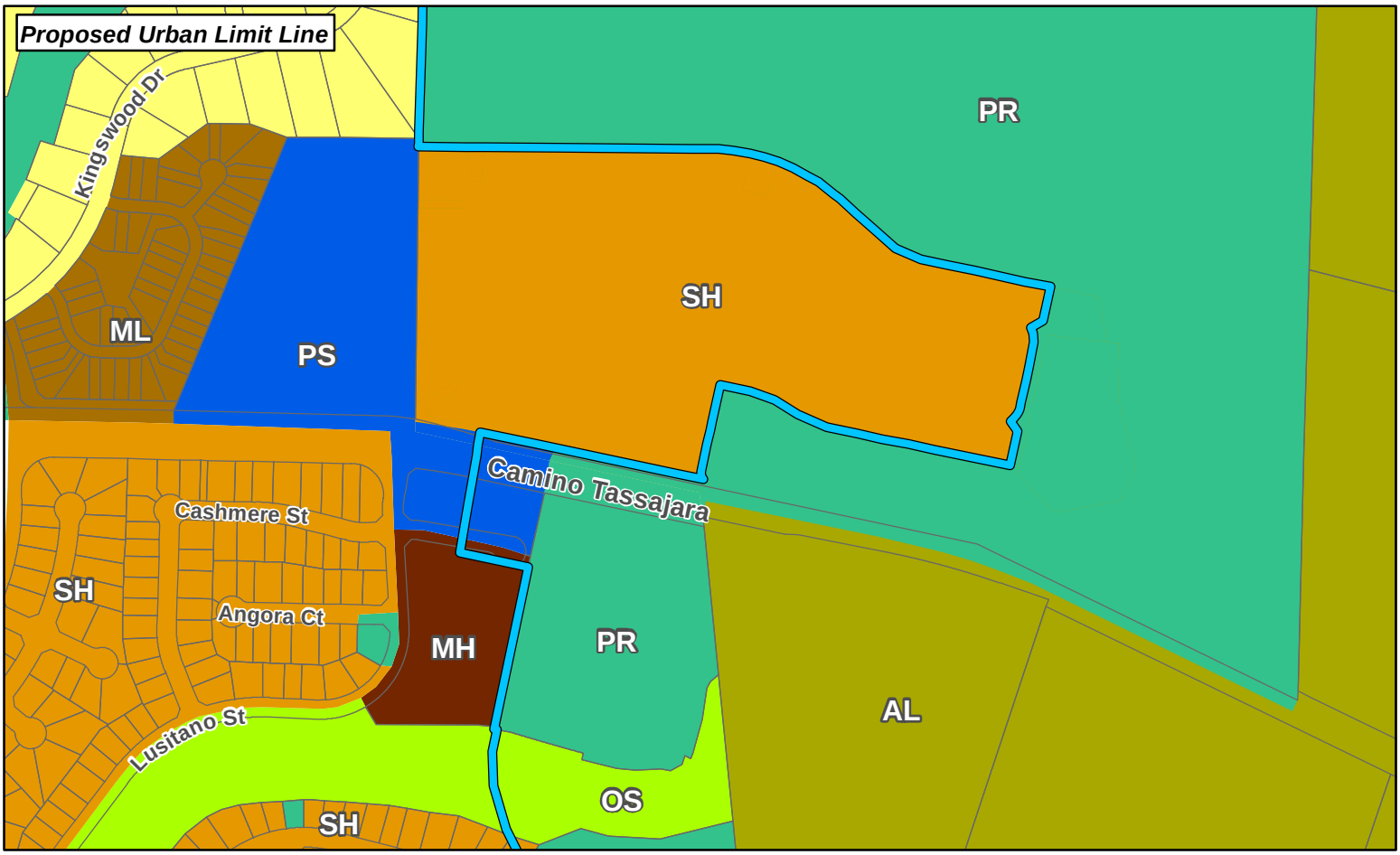
G. This Project may be subject to the requirements of the Army Corps of Engineers. It is the Applicant's responsibility to notify the appropriate district of the Corps of Engineers to determine if a permit is required, and if it can be obtained.

H. Although the Stormwater Control Plan has been determined to be preliminarily complete, if it remains subject to future revision, as necessary, during preparation of improvement plans in order to bring it into full compliance with C.3 stormwater requirements. Failure to update the SWCP to match any revisions made in the improvement plans may result in a substantial change to the County approval, and the Project may be subject to additional public hearings. Revisions to California Environmental Quality Act (CEQA) documents may also be required. This may significantly increase the time and Applicant's costs associated with approval of the application.

# ULL Change Map

# Tassajara Parks: General Plan Amendment (GP07-0009)

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Map Created 08/25/2020
by Contra Costa County Department of
Conservation and Development, GIS Group
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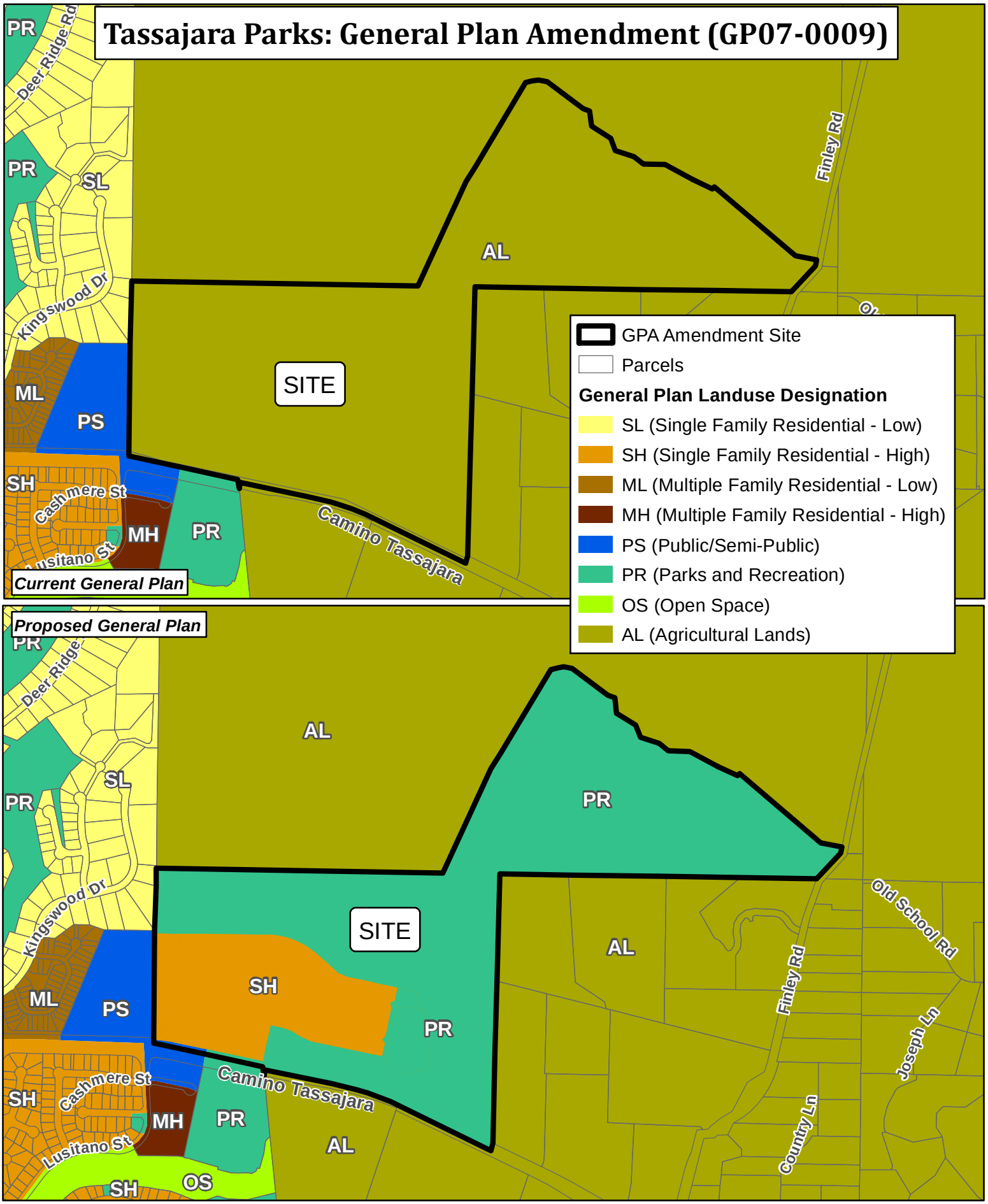
# General Plan
# Land Use Designation Change Map

# Tassajara Parks: General Plan Amendment (GP07-0009)

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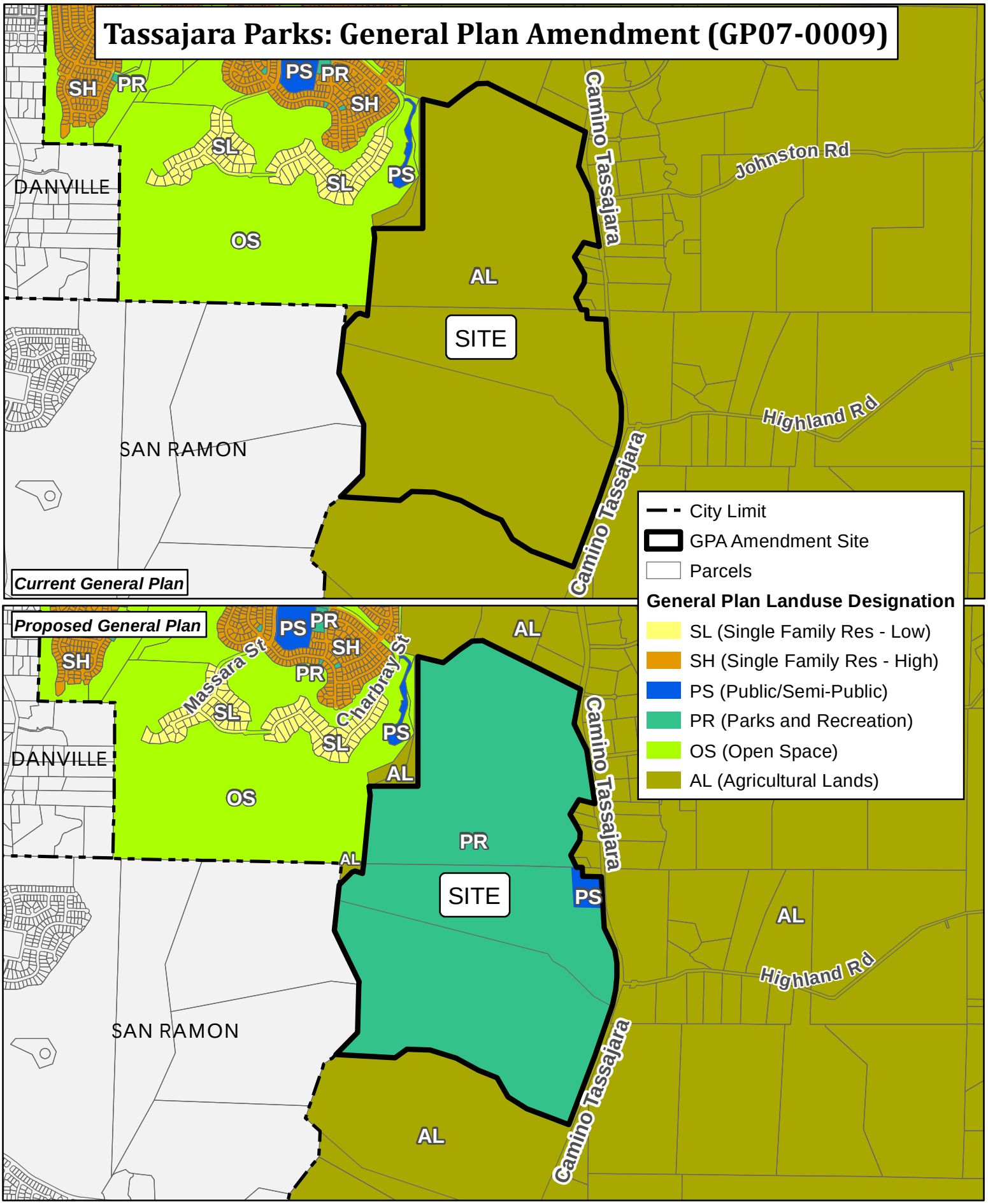


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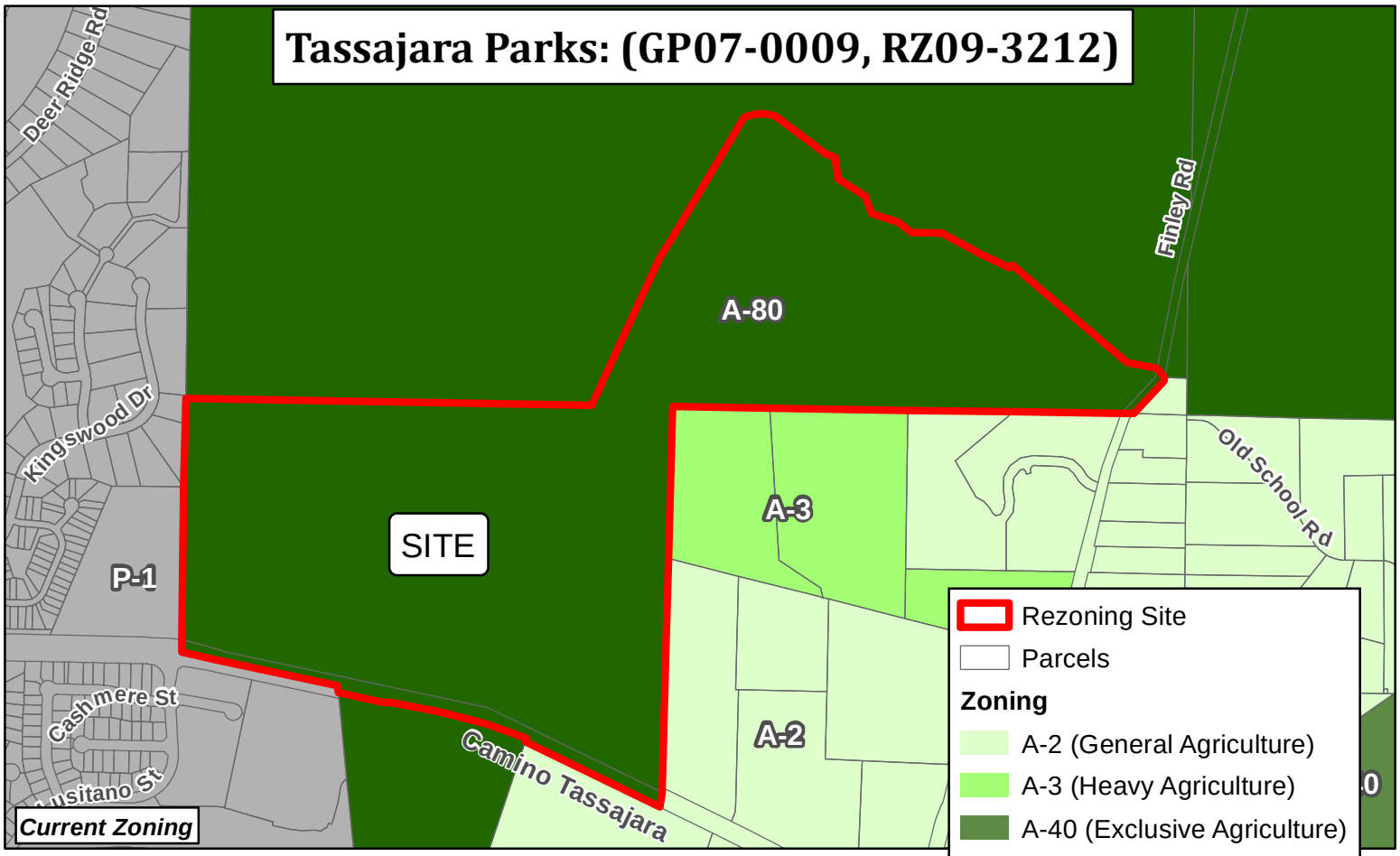
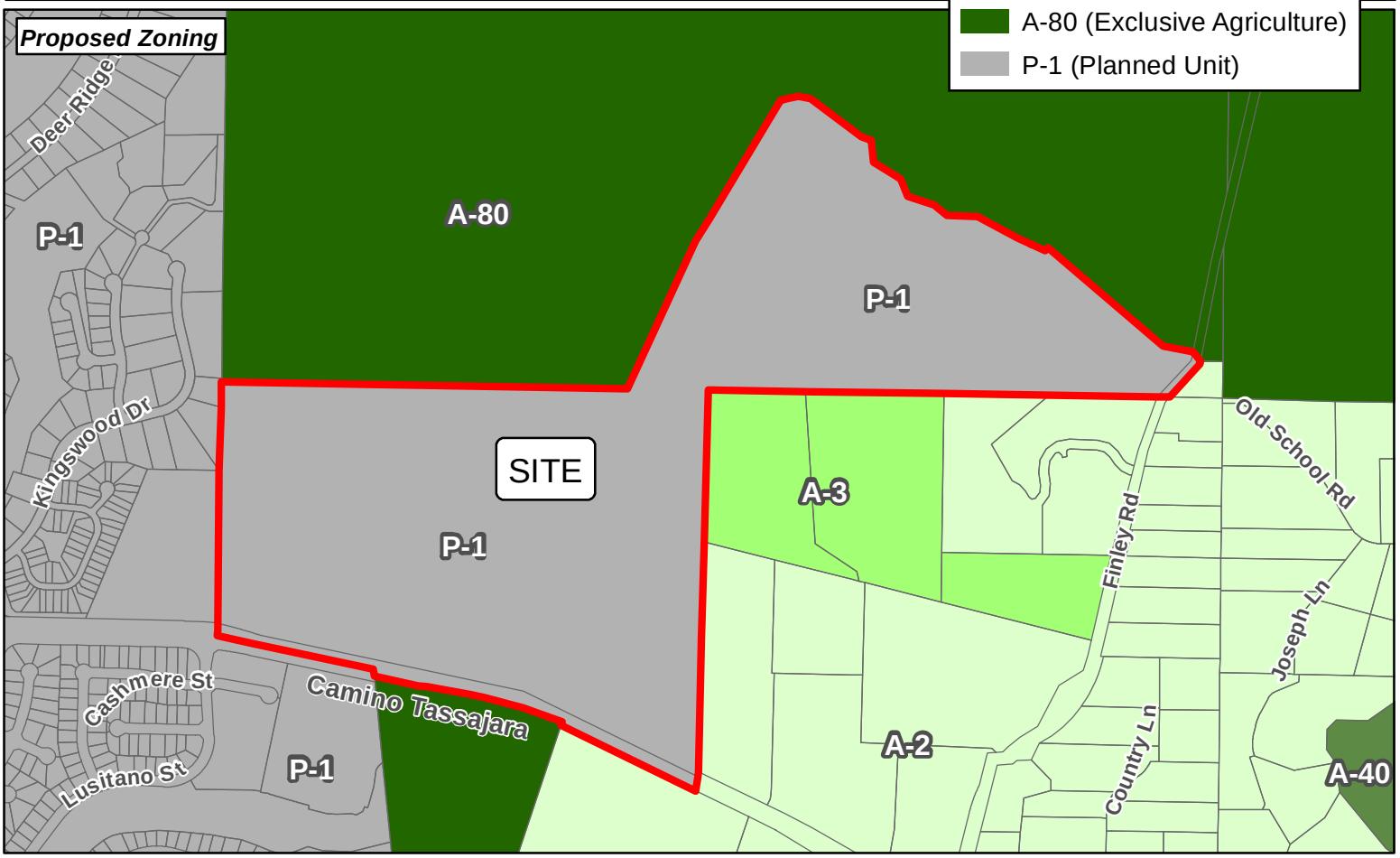
# Zoning Change Map

# Tassajara Parks: (GP07-0009, RZ09-3212)

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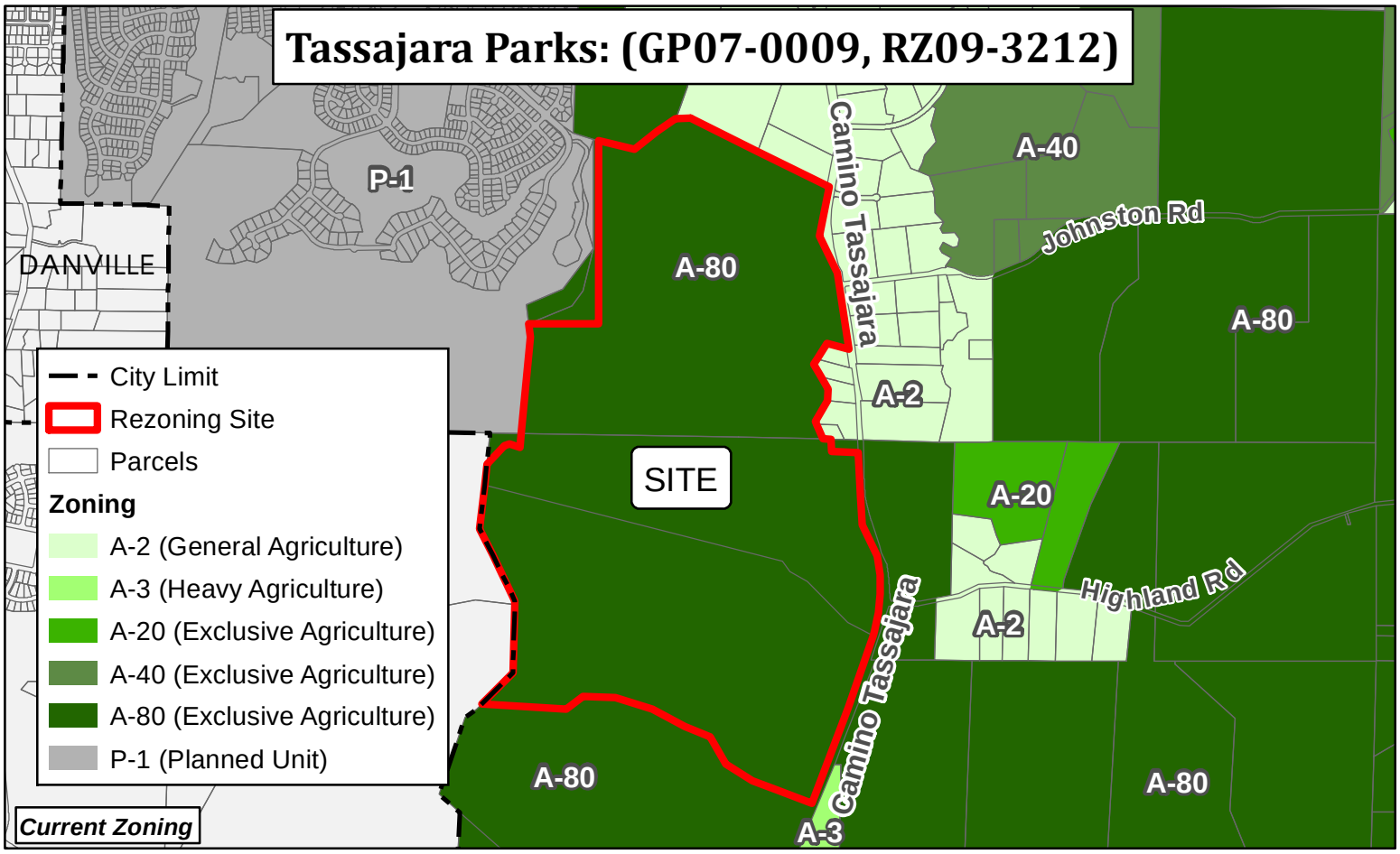
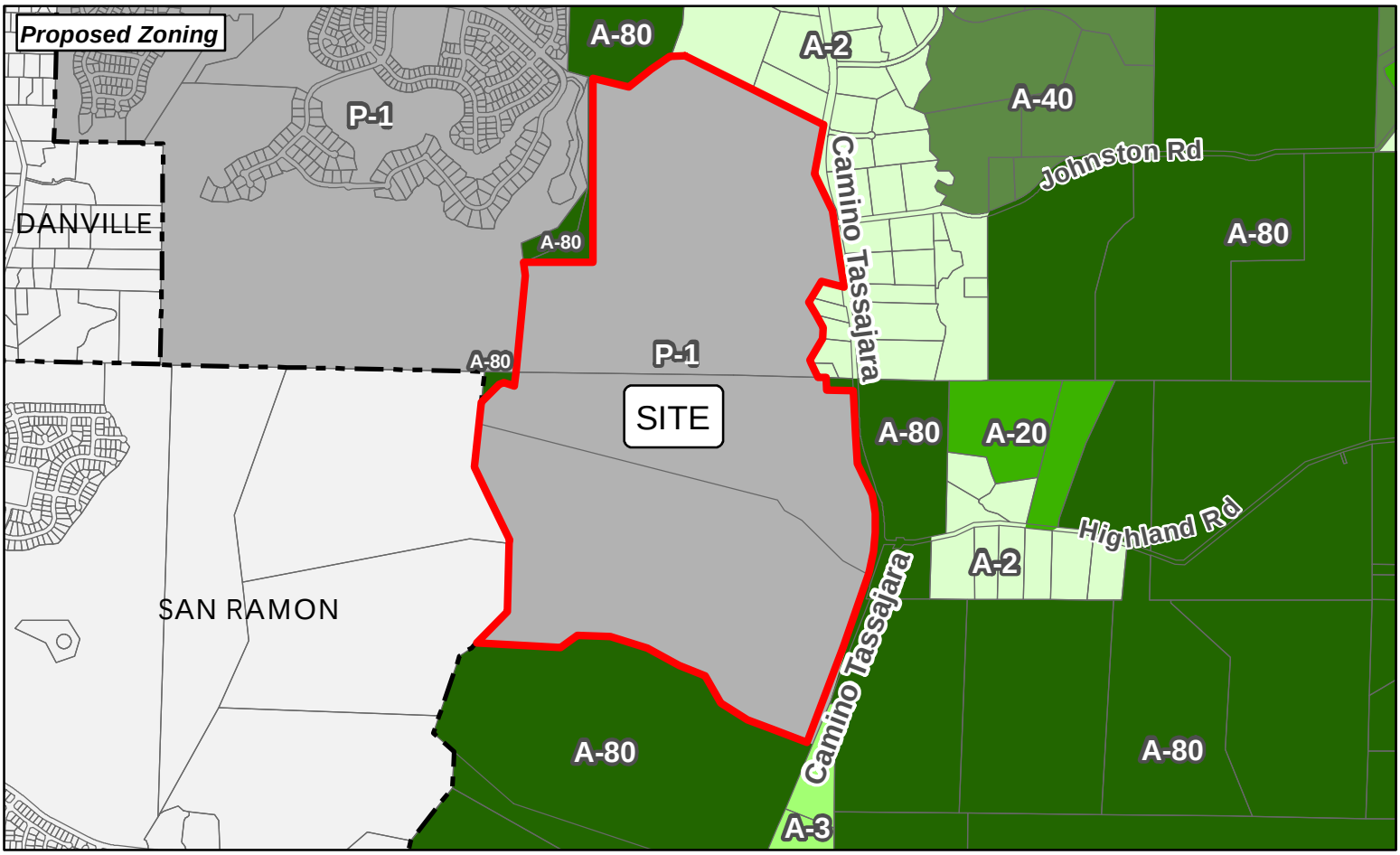
# Tassajara Parks: (GP07-0009, RZ09-3212)

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# Rezoning Ordinance Map

ORDINANCE NO._____
(Re-Zoning Land in the

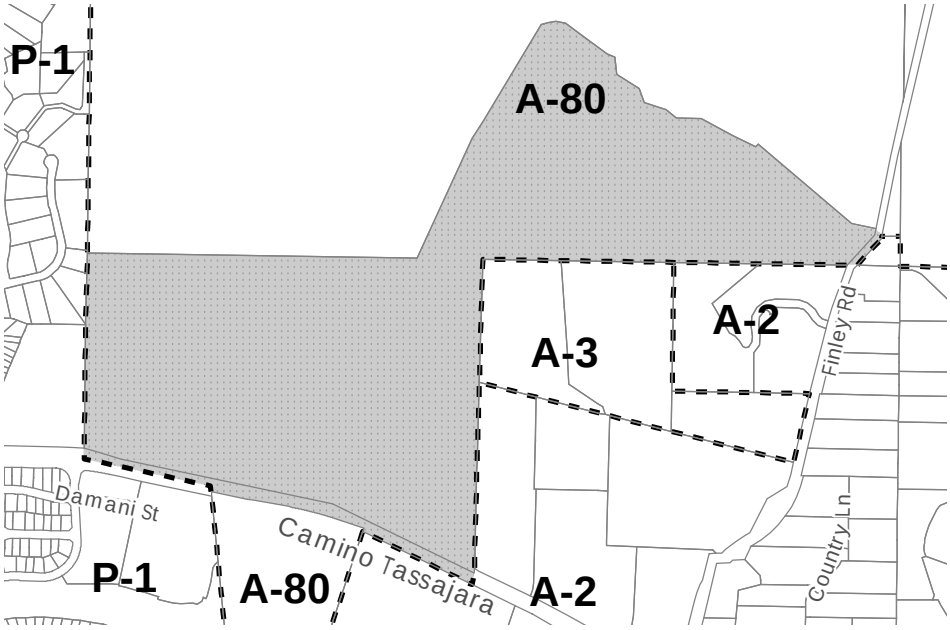
**Tassajara Valley** Area)

The Contra Costa County Board of Supervisors ordains as follows:

SECTION I: Pages **U-20, V-19, V-20, W-19, W-20** of the County's 2005 Zoning Map (Ord. No. 2005-03) is amended by re-zoning the land in the above area shown shaded on the map(s) attached hereto and incorporated herein (see also Department of Conservation and Development File No. **RZ09-3212** .)

FROM: Land Use District **A-80** (**(Exclusive Agriculture)**)

TO: Land Use District **P-1** (**(Planned Unit)**)
and the Department of Conservation and Development Director shall change the Zoning Map accordingly, pursuant to Ordinance Code Sec. 84.2.002.




SECTION II. EFFECTIVE DATE. This ordinance becomes effective 30 days after passage, and within 15 days of passage shall be published once with the names of supervisors voting for and against it in the _____ , a newspaper published in this County.

PASSED on _____by the following vote:

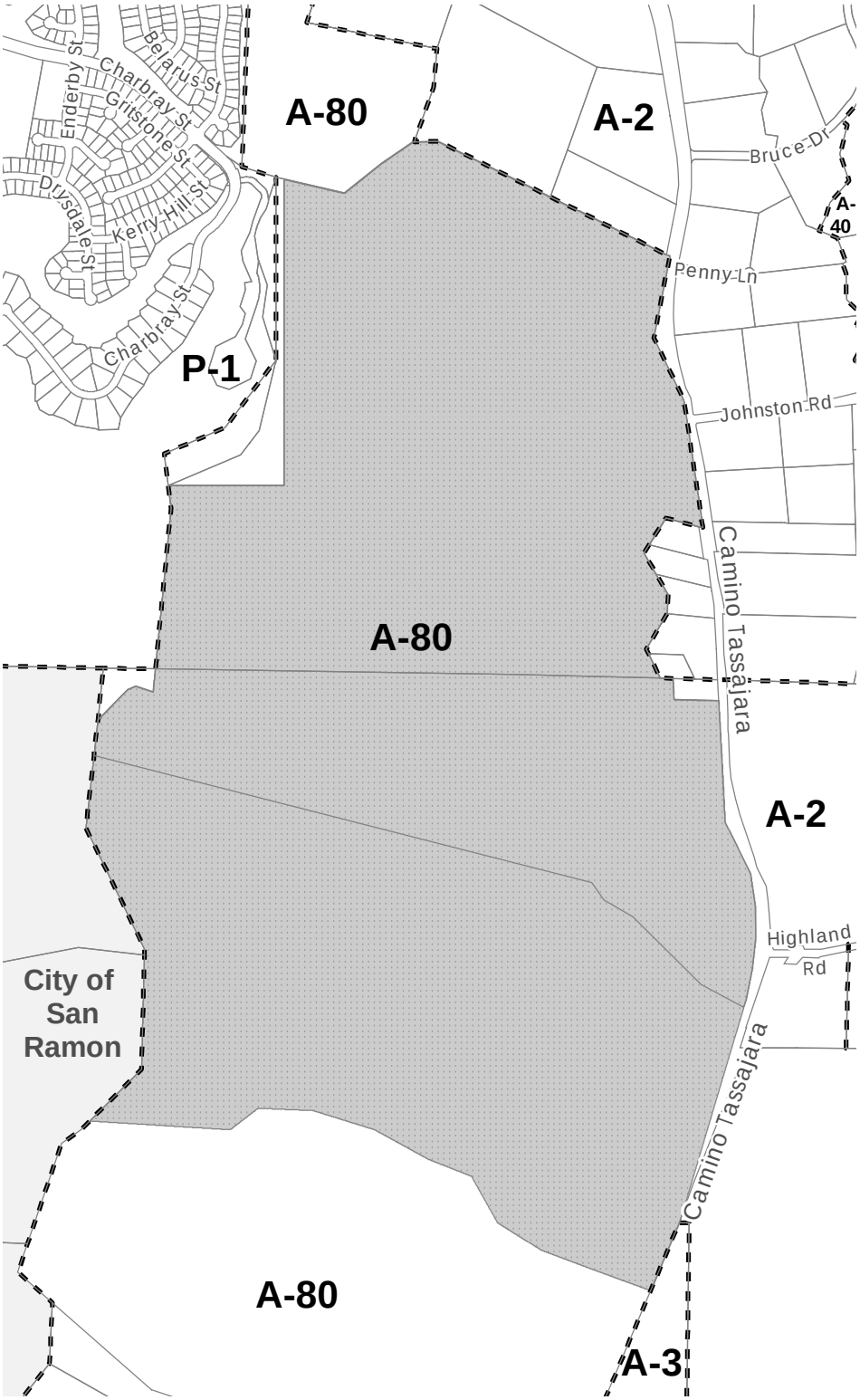
| Supervisor | Aye | No | Absent | Abstain |
|---|---|---|---|---|
| 1. J. Gioia | ( ) | ( ) | ( ) | ( ) |
| 2. C. Andersen | ( ) | ( ) | ( ) | ( ) |
| 3. D. Burgis | ( ) | ( ) | ( ) | ( ) |
| 4. K. Mitchoff | ( ) | ( ) | ( ) | ( ) |
| 5. F.D. Glover | ( ) | ( ) | ( ) | ( ) |

ATTEST: David Twa, County Administrator
and Clerk of the Board of Supervisors _____
Chairman of the Board
By_____, Dep. (SEAL)

ORDINANCE NO._____

ORDINANCE NO._____
(Re-Zoning Land in the

**Tassajara Valley** Area)




ORDINANCE NO._____

# Preservation Agreement

**DRAFT 9/4/20**

# AGREEMENT
# REGARDING PRESERVATION AND AGRICULTURAL ENHANCEMENT IN THE TASSAJARA VALLEY

This Agreement Regarding Preservation and Agricultural Enhancement in the Tassajara Valley ("**Agreement"**) is entered into on _____, 2020 ("**Effective Date**") by and among the County of Contra Costa, a political subdivision of the State of California ("**County**"), the City of San Ramon, a California municipal corporation ("**San Ramon**"), and the East Bay Regional Park District ("**EBRPD**"), a regional park district formed pursuant to Article 3 of Chapter 3 of Division 5 of the Public Resources Code. The County, San Ramon, and EBRPD are sometimes hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**."

## RECITALS

A. The Parties enter into this Agreement for the purpose of cooperating to preserve and enhance agricultural uses within the Tassajara Valley. This Agreement is intended to be a "preservation agreement" under the Land Use Element (Chapter 3) of the County of Contra Costa General Plan 2005-2020 ("**County General Plan**") and Section 82-1.018 of the Contra Costa County Ordinance Code ("**County Ordinance Code**"). This Agreement is also intended to protect the economic viability of agricultural land within the Tassajara Valley and accomplish the dedication and permanent preservation of certain land therein.

B. The general plans of the County and San Ramon, and the EBRPD Master Plan, (collectively, "**Existing Agricultural and Open Space Protection Policies**") contain provisions intended to protect agricultural lands and open space. The Existing Agricultural and Open Space Protection Policies include the Contra Costa County Urban Limit Line ("**ULL**") and the San Ramon Urban Growth Boundary ("**UGB**").

C. In November 1990, voters approved Measure C-1990, the Contra Costa County 65/35 Land Preservation Plan Ordinance (Ordinance Code Chapter 82-1). The 65/35 Land Preservation Plan Ordinance limits urban development to no more than thirty-five percent (35%) of the land in the County and requires that at least sixty-five percent (65%) of the land in the County be preserved for agriculture, open space, wetlands, parks, and other non-

urban uses. Measure C-1990 also established the County's ULL to enforce the 65/35 standard.

D. In 2004, County voters approved Measure J. Among other things, Measure J requires the County and all cities within the County to have a voter-approved urban limit line, developed and maintained in accord with the "Principles of Agreement for Establishing the Urban Limit Line" ("**Principles**"), to receive the sales tax proceeds from Measure C-1988.

E. In November 2006, County voters approved Measure L, which extended the term of the 65/35 Land Preservation Plan Ordinance to December 31, 2026, and required a four-fifths (4/5) vote of the Board of Supervisors and voter approval to expand the ULL by more than thirty (30) acres.

F. In 1999, San Ramon voters approved a growth management initiative known as Measure G, initiating a general plan update that created a UGB that protects visible hillsides and ridgelines from development, protects significant agricultural resources, preserves open space, encourages infill development and workforce housing, and encourages efficient provision of municipal services such as sewer and water. Land beyond the UGB is intended to remain rural in nature until such time as the UGB is reevaluated to assess the city's future needs for housing and employment.

G. In November 2010, San Ramon voters disapproved Measure W, a ballot initiative that would have amended the city's general plan to add a portion of the Tassajara Valley and lands in the west side of the city within its UGB. With the defeat of Measure W, the Tassajara Valley remains outside of San Ramon's UGB and San Ramon's Sphere of Influence ("**SOI**") and under the jurisdiction of the County.

J. EBRPD's jurisdiction includes all of the counties of Alameda and Contra Costa and provides regional park facilities and activities within this two-county area. EBRPD has a broad mandate under Public Resources Code section 5541 to "plan, adopt, lay out, plant, develop, and otherwise improve, extend, control, operate, and maintain a system of public parks, playgrounds, golf courses, beaches, trails, natural areas, ecological and open space preserves, parkways, scenic drives, boulevards, and other facilities for public recreation, for the use and enjoyment of all the inhabitants of the district."

K. Through this Agreement the Parties express their interest in endeavoring to preserve and enhance agricultural and other non-urban land uses within an approximately seventeen thousand six hundred sixty seven (17,667)-acre area in the Tassajara Valley, located in unincorporated Contra Costa County, as more particularly shown on Exhibit A ("**Preservation and Enhancement Area**").

L. The Parties also agree to support the dedication and permanent preservation of land at two locations comprising approximately seven hundred twenty seven (727) acres in the Tassajara Valley, as shown on Exhibit B, (collectively, "**Dedication Area**"). Following project approval by the County, the Dedication Area will be permanently preserved through fee title conveyance to EBRPD or Regional Parks Foundation.

M. The Preservation and Enhancement Area and the Dedication Area are outside of the County's ULL and the San Ramon UGB. The Preservation and Enhancement Area and Dedication Area do not fall within any municipality's SOI, and they are outside of the current service areas and SOIs for all special districts providing water and sewer service in adjacent areas.

**NOW, THEREFORE**, based on the foregoing recitals, which are true and correct and incorporated by this reference, the Parties agree to the following understandings:

## AGREEMENT

1. Each Party hereby expressly reaffirms its commitment to the Existing Agricultural and Open Space Protection Policies adopted by each respective Party's legislative body for all land within the Party's respective jurisdiction, including but not limited to the County's ULL and the San Ramon UGB (referred to collectively as the "**ULL/UGBs**"). Each Party acknowledges and agrees that the Preservation and Enhancement Area and Dedication Area are outside the ULL/UGBs, both of which prevent urban development.

2. The Parties acknowledge and agree that, under the Existing Agricultural and Open Space Protection Policies, no new urban development will be allowed in the

Preservation and Enhancement Area or Dedication Area, except as otherwise provided in this Agreement.

3. The Parties agree to support the addition of the Preservation and Enhancement Area and Dedication Area to the Association of Bay Area Government's list of Priority Conservation Areas to improve access to grant funding for acquisition of land or easements from willing sellers.

4. Consistent with the Existing Agricultural and Open Space Protection Policies for their respective jurisdictions, and except as otherwise provided in this Agreement, each Party agrees not to support any proposal to annex all or any portion of the Preservation and Enhancement Area or Dedication Area into a municipality or a utility services district unless the annexation serves non-urban uses, such as agriculture, open space, wetlands, parks, recreation, and other non-urban uses. EBRPD agrees that following County certification of the EIR (as defined below) and Project approval (as defined below), it will accept fee title to the Dedication Area, either directly from the Developer or through a dedication from the Regional Parks Foundation. The Parties will also cooperate to cause the County General Plan land use designation for the Dedication Area changed to Parks and Recreation (-PR).

5. Consistent with the Existing Agricultural and Open Space Protection Policies for their respective jurisdictions, and except as otherwise provided in this Agreement, each Party agrees not to support any proposal to modify the SOI of any municipality or utility services district to include all or any portion of either the Preservation and Enhancement Area or Dedication Area, unless the modification serves non-urban uses such as agriculture, open space, wetlands, parks, recreation, and other non-urban uses in the Preservation and Enhancement Area or Dedication Area.

6. Consistent with the Existing Agricultural and Open Space Protection Policies for their respective jurisdictions, and except as otherwise provided in this Agreement, each Party agrees not to support any proposal to extend, expand, or connect to urban infrastructure or service, all or any portion of either the Preservation and Enhancement Area or Dedication Area, unless: (a) the extension, expansion, or connection serves non-urban uses such as agriculture, open space, wetlands, parks, recreation, and other non-urban

uses; or (b) the extension, expansion, or connection (i) is the minimum necessary to avoid an unconstitutional taking of private property, (ii) is the minimum necessary to comply with state or federal law, or (iii) is the minimum necessary to avoid specific, adverse impacts upon public health and safety.

7. Consistent with the Existing Agricultural and Open Space Protection Policies for their respective jurisdictions, and except as otherwise provided in this Agreement, each Party understands that the County does not support amending the General Plan land use designation for all or any portion of either the Preservation and Enhancement Area or Dedication Area, unless such proposed amendment is for one or more of the following County General Plan land use designations: Agricultural Lands, Public and Semi-Public, Open Space, or Parks and Recreation Uses, or other non-urban uses.

8. Consistent with the Existing Agricultural and Open Space Protection Policies for their respective jurisdictions, and except as otherwise provided in this Agreement, each Party understands that the County does not support amending the zoning designations in either the Preservation and Enhancement Area or Dedication Area to a non-agricultural designation or other designation that is not compatible with agriculture, open space, parks, recreation, and other non-urban uses.

9. Consistent with the Existing Agricultural and Open Space Protection Policies for their respective jurisdictions, each Party agrees that it does not support any future urban development in either the Preservation and Enhancement Area or Dedication Area, except as otherwise provided in this Agreement.

10. The Parties agree to work together to support, develop, and implement policies, programs, and other actions intended to enhance agriculture and to preserve open space, wetlands, parks, recreation, and other non-urban uses in the Preservation and Enhancement Area. Actions which include, but are not limited to, the following:

    (a) Encouraging and promoting purchase of land or conservation easements, from willing sellers, to protect and enhance agriculture and to preserve and enhance open space, wetlands, parks, recreation, and other non-urban uses;

(b) Continuing the California Land Conservation Act of 1965 ("**Williamson Act**"; Gov. Code, § 51200 *et seq*.) program to provide tax incentives for property owners who agree not to develop their land;

(c) Encouraging lease of public land for agricultural activities such as grazing;

(d) Encouraging and promoting enhanced ground water management for agriculture and rural use, including technical support for more efficient water application and cooperative groundwater management and extraction;

(e) Encouraging and promoting enhanced marketing for locally-grown agricultural goods, including better connecting farmers to local markets;

(f) Encouraging continuation and augmentation of the technical support available to farmers, especially in the areas of financing, weed abatement and management, soil conservation, and range management;

(g) Exploring and pursuing a range of funding opportunities for agricultural enhancement and preservation of open space, wetlands, parks, recreation and other non-urban uses through activities such as grants, allocations from funding measures, and appropriations from density transfer programs and mitigation programs;

(h) Cooperating with stakeholders to develop a shared vision for the future of the Tassajara Valley;

(i) Encouraging public beautification projects, public signage, way-finding signage, and traffic regulations and improvements that enhance agricultural activities in the Tassajara Valley, or the rural character of the Tassajara Valley.

11. Notwithstanding anything contained in this Agreement to the contrary, the Parties agree that the County is authorized, in its sole discretion, to find that this Agreement satisfies the requirements of Section 82-1.018(a)(3) of the County Ordinance Code, provided that the County, in its sole discretion as Lead Agency, (a) certifies an Environmental Impact Report ("**EIR**") pursuant to CEQA and the CEQA Guidelines for the Tassajara Parks housing development project ("**Project**"), where the Project would be required to both (i) permanently preserve the Dedication Area, and (ii) provide an irrevocable contribution of at least $4 million ("**Ag Contribution**") to an agricultural enhancement fund established by the County ("**Fund**") following Project approval.

12. If the County finds that this Agreement satisfies the requirements set forth in Section 11 of this Agreement and the Fund is established and funded with the Ag Contribution, the monies in the Fund shall not be commingled with other moneys held by the County. The County agrees to expend monies in the Fund solely for one or more of the purposes set forth in Section 10 of this Agreement. Subject to the County's identification of willing sellers, the County will endeavor to dedicate up to approximately ninety percent (90%) of the Fund to the purchase, from willing sellers, (a) fee title to property, and (b) conservation easements in furtherance of one or more of the purposes set forth in Section 10 of this Agreement. Any interest income earned by monies in the Fund shall also be deposited into the Fund and shall be expended solely for one or more of the purposes set forth in Section 10 of this Agreement.

13. The County Administrator, or designee, shall administer the Fund consistent with the purposes of this Agreement.

14. When it makes or receives a proposal to expend the monies in the Fund, the County Administrator, or designee, will meet and consult with representatives from the Parties. The consultation will be considered concluded when the Parties' representatives mutually agree on the expenditure of monies in the Fund, consistent with one or more of the purposes set forth in Section 10 of this Agreement, or when the County Administrator, or designee, determines that mutual agreement cannot be reached despite good faith efforts to reach mutual agreement and resolve the identified issues of disagreement.

15. The Parties agree that this Agreement is not intended to facilitate additional urban development within the Preservation and Enhancement Area or Dedication Area. The Parties agree that this Agreement is not intended to limit, and does not limit, the authority of the voters to elect to extend or not extend the life of the ULL. If the voters ever elect to not extend the life of the ULL, this Agreement shall only apply to the Dedication Area.

16. The Parties agree to cooperate in all matters relating to the interpretation and implementation of this Agreement.

17. The Parties intend that this Agreement be broadly construed to achieve its stated purposes.

18. The Parties do not intend for this Agreement to modify any existing laws, regulations, or policies regarding the Preservation and Enhancement Area nor to limit any jurisdiction's power conferred under Article 11, Section 7 of the California Constitution.

19. There are no third party beneficiaries of this Agreement.

20. If any provision or provisions of this Agreement shall be held in a judicial proceeding to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, provided that the purpose of this Agreement remains legal and enforceable.

21. This Agreement may be executed in multiple counterparts.

[Remainder of page left blank. Signatures on following pages.]

**DRAFT 9/4/20**

**COUNTY OF CONTRA COSTA**

**By** _____

**Chair, Board of Supervisors**

**APPROVED AS TO FORM**

**By** _____

**County Counsel CITY OF SAN RAMON**

**By** _____

**Mayor**

**APPROVED AS TO FORM**

**By** _____

**City Attorney**

**EAST BAY REGIONAL PARK DISTRICT**

**By** _____

**President**

**APPROVED AS TO FORM**

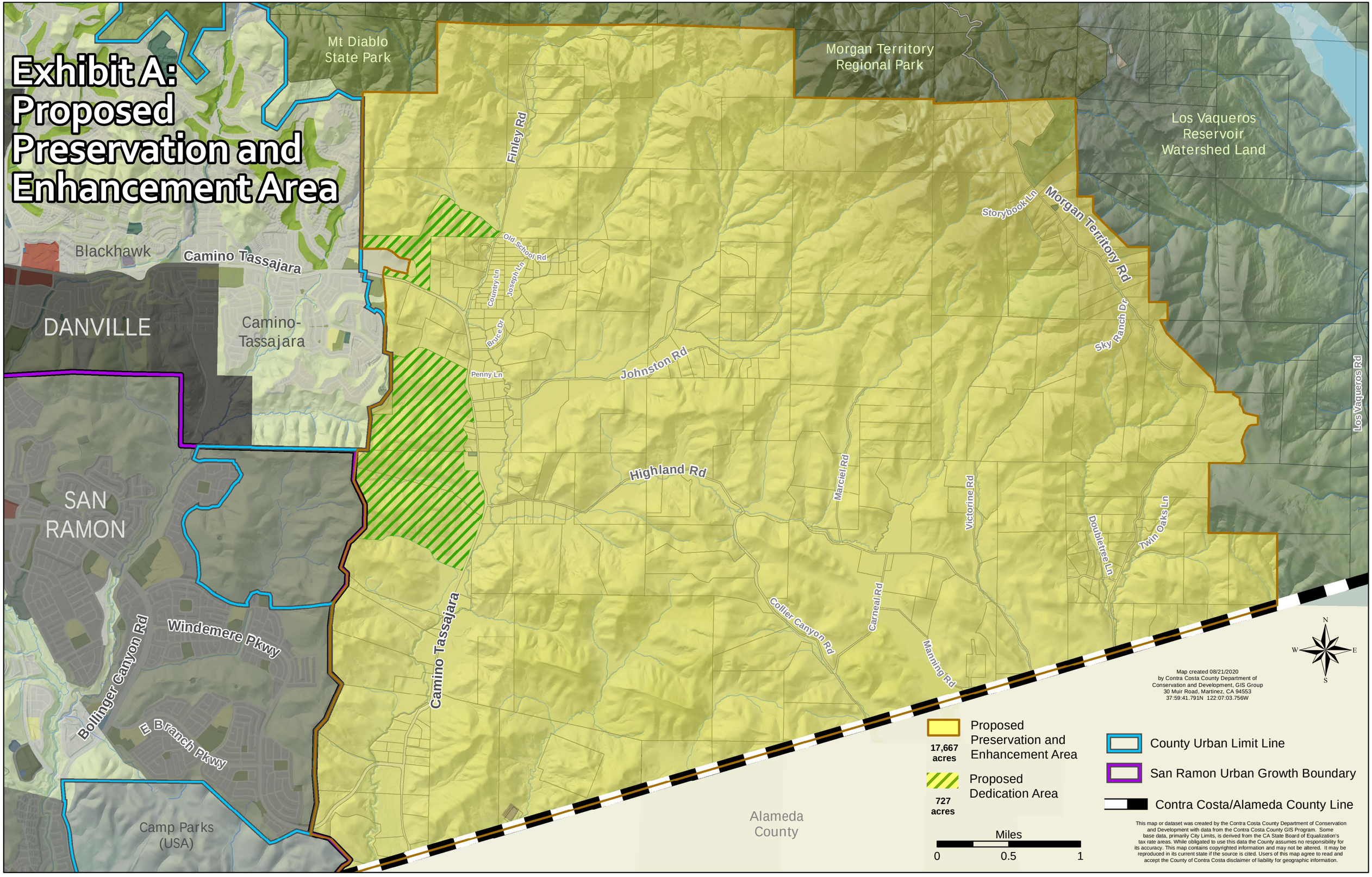
**DRAFT 9/4/20**

**By** _____

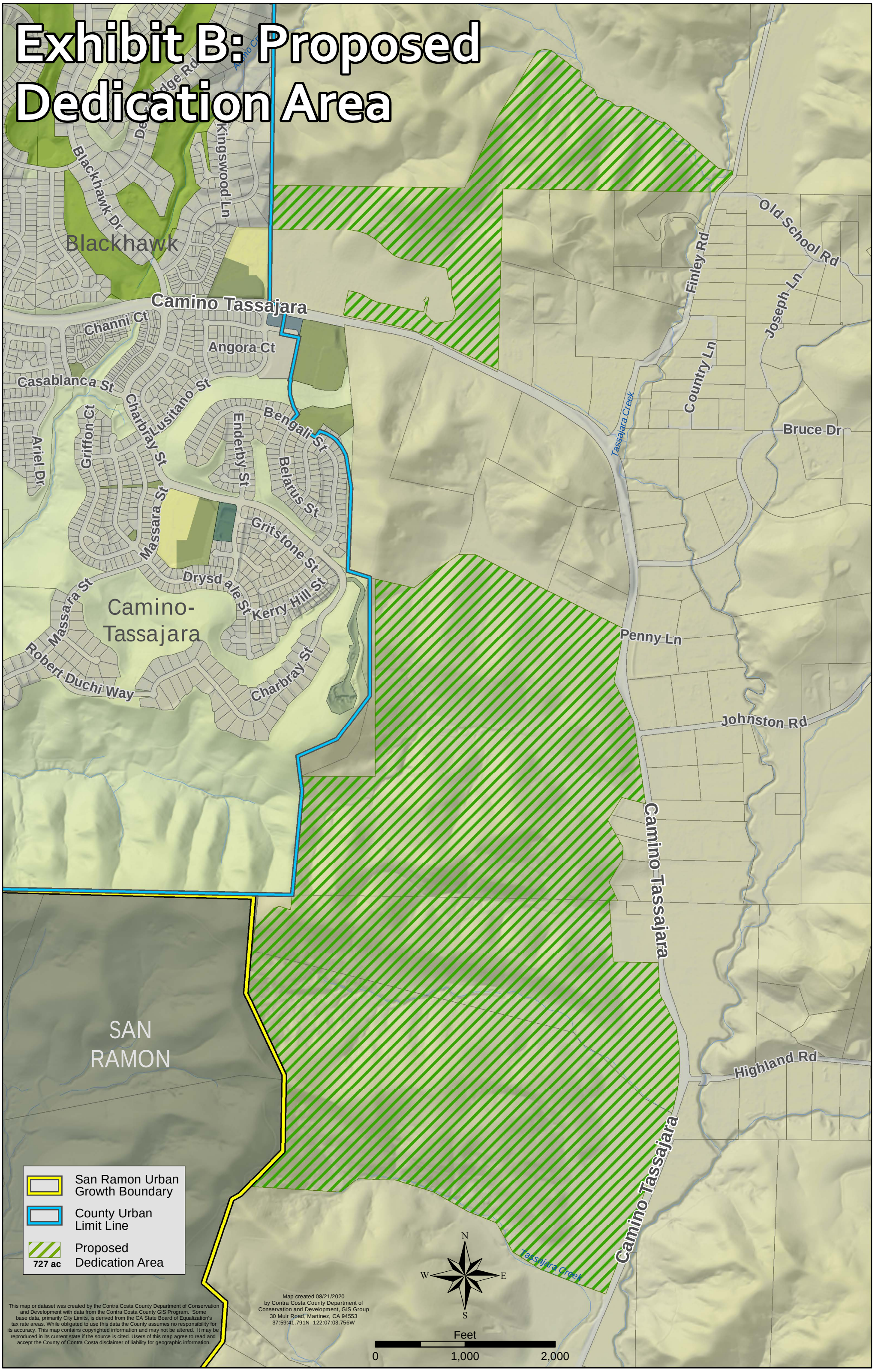
**District Counsel**

SMS

# Exhibit A: Proposed Preservation and Enhancement Area



# Exhibit B: Proposed Dedication Area



# Development Agreement

[Updated draft, 09/23/20]

| | |
|---|---|
| **RECORDING REQUESTED BY CONTRA COSTA COUNTY**<br><br>**WHEN RECORDED, RETURN TO:**<br><br>**Contra Costa County**<br>**Clerk of the Board of Supervisors**<br>**651 Pine Street**<br>**Room 106**<br>**Martinez, CA 94553**<br><br>**Record at the request and for the benefit of the County of Contra Costa pursuant to Government Code §§ 6301 and 27383** | |

**Space Above Reserved for Recorder's Use Only**

# DEVELOPMENT AGREEMENT

**BY AND BETWEEN**

**CONTRA COSTA COUNTY**

**AND**

**FT LAND, LLC**

**RELATING TO THE DEVELOPMENT COMMONLY KNOWN AS**

**TASSAJARA PARKS**

[Updated draft, 09/23/20]

# DEVELOPMENT AGREEMENT BY AND BETWEEN CONTRA COSTA COUNTY AND FT LAND, LLC, RELATING TO THE DEVELOPMENT COMMONLY KNOWN AS TASSAJARA PARKS

This Development Agreement ("**Agreement**") is entered into as of the Effective Date (defined in Section 1.03), by and between Contra Costa County, a political subdivision of the State of California ("**County**"), and FT Land, LLC, a California limited liability company ("**Developer**"). The County and the Developer are sometimes referred to individually herein 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. In accordance with the Development Agreement Statute, the County adopted Resolution No. 85/412 and Ordinance No. 92-73 establishing rules, regulations, procedures, and requirements for consideration and adoption of development agreements ("**Development Agreement Regulations**"). This Agreement has been processed, considered, and executed in accordance with the Development Agreement Regulations.

C. The Developer has a legal or equitable interest in approximately 771 acres of real property in the Tassajara Valley area of unincorporated Contra Costa County, as more particularly described in Exhibit A and shown on the map set forth in Exhibit B, both of which are attached hereto and incorporated herein ("**Subject Property**"). Approximately 155 acres of the Subject Property is commonly known as the "**Northern Site**," while the remaining approximately 616 acres is commonly known as the "**Southern Site**."

D. The Developer desires to develop the Subject Property with the "**Tassajara Parks Project** or **Project**" (as defined in Section 1.02). Under the terms of this Agreement, the Tassajara Parks Project conditions of approval, and other applicable requirements, the Developer shall, among other things, do all of the following:

1. As shown on attached Exhibit C, the Developer shall permanently preserve a total of approximately 727 acres of land within the Subject Property for non-urban uses, such as recreation, open space, agriculture, grazing, scenic, wetland preservation and creation, and habitat mitigation (collectively, "**Dedication Areas**"). Approximately 101 acres of the foregoing lands on the Northern Site shall be preserved by changing its general plan designation to Parks and Recreation (PR), and conveying such lands in fee title to the East Bay Regional Park District and/or the Regional Parks Foundation (collectively, **"EBRPD"**) pursuant to a dedication agreement by and between the Developer and the EBRPD("**EBRPD Dedication Agreement**"). In addition, approximately 609 acres located on the Southern Site shall be preserved by changing its general plan designation to Parks and Recreation (PR) and Public/Semi-Public (PS) for agriculture and other non-urban uses and by conveying

fee title to that land to the EBRPD in accordance with the EBRPD Dedication Agreement, subject to a conservation easement in favor of the relevant resource agencies in accordance with the Regulatory Approvals (as defined below). As noted below, the remaining 7 acres located on the Southern Site were contingently offered for dedication on December 2, 2015 ("**Contingent Offer of Land Dedication**") to the San Ramon Valley Fire Protection District ("**SRVFPD**"); if SRVFPD does not accept this Contingent Offer of Land Dedication, then these lands shall also be conveyed to the EBRPD in accordance with the EBRPD Dedication Agreement.

2. As more particularly described in Section 3.01 of this Agreement, the Developer shall make a non-refundable contribution of $4,000,000 to an agricultural preservation and enhancement fund established by the County to support, develop, and implement a broad array of policies, programs, and other actions intended to enhance agriculture and to preserve open space, wetlands, parks, recreation and other non-urban uses in the Tassajara Valley.

3. As more particularly described in Section 3.02 of this Agreement and the Tassajara Parks Project conditions of approval, the Developer shall make a non-refundable contribution of $2,500,000 to the Contra Costa Livable Communities Trust Fund.

4. As more particularly described in the Project's conditions of approval, the Developer shall construct off-site improvements on the adjacent Tassajara Hills Elementary School parking lot to improve existing parking and circulation deficiencies, particularly during drop off and pick up times.

5. As more particularly described in the Project's conditions of approval, the Developer shall construct and dedicate to the EBRPD a pedestrian staging area on the Northern Site.

6. As more particularly described in the Contingent offer of Land Dedication, the Developer has made a contingent offer for dedication to the SRVFPD of approximately 7 acres for potential future public use by SRVFPD.

E. By this Agreement, the Developer will receive assurance that it may proceed with the development of the Subject Property for the Tassajara Parks Project in accordance with the Applicable Law (defined in Section 2.03).

F. Consistent with Government Code section 65867 and other applicable law, and County Ordinance Code section 26-2.408, the County Planning Commission held a public hearing on an application for the Project on September __, 2020. The County Planning Commission recommended that the County Board of Supervisors ("**Board**") certify the Environmental Impact Report for the Tassajara Parks Project (SCH # 2014052089) ("**EIR**") and approve this Agreement and the following related discretionary approvals (each an "**Approval**" and, collectively, "**Approvals**"):

1. Both of the following (together, "**General Plan Amendments**"): (a) a General Plan amendment to change the land use designation for the Northern Site from

Agricultural Lands (AL) to a combination of Parks and Recreation (PR) and Single Family Residential High Density (SH); and (b) a General Plan amendment to change the land use designation for the Southern Site from Agricultural Lands (AL) to a combination of Parks and Recreation (PR) and Public/Semi-Public (PS).

2. A rezoning ordinance to rezone the Northern Site and Southern Site to a Planned Unit (P-1) zoning district ("**Rezoning**").

3. A vesting tentative map to subdivide an approximately 30-acre portion of the Northern Site into 125 single-family residential parcels ("**Residential Development Area**").

4. Preliminary and final development plans to allow for construction of the Tassajara Parks Project and associated infrastructure, storm drain improvements, utilities, roadway improvements, and pedestrian staging area ("**PDP/FDP**").

5. A tree permit ("**Tree Permit**") to remove 19 trees on the Northern Site, as more particularly described in the Tree Permit.

6. Approval of a change to the urban limit line pursuant to Ordinance Code section 82-1.018(a)(3) to allow urban uses within the Residential Development Area ("**ULL Modification**").

G. To comply with the California Environmental Quality Act (Cal. Pub. Res. Code § 21000 *et seq*. and 14 Cal. Code Regs. § 15000 *et seq*.; "**CEQA**"), on _____, 2020, the Board certified the EIR and approved a mitigation monitoring and reporting program ("**MMRP**") for the Tassajara Parks Project (SCH #2014052089), and making required findings as set forth in that resolution and accompanying board order. On this same day, consistent with Government Code section 65867, Ordinance Code section 82-1.018(a)(3), and other applicable law, the Board considered and approved a preservation agreement ("**Preservation Agreement**") to preserve the Dedication Areas.

H. Thereafter, on _____, 2020, the Board held a public hearing on an application for the Project and adopted Ordinance No. _____ to approve this Agreement. At this same hearing, the Board approved the Approvals.

I. The County anticipates that during the "**Term**" (as defined below) of this Agreement and subsequent to the Effective Date, the Developer will seek from the County and other public agencies certain other implementing approvals, entitlements, and permits that are necessary or desirable for the Tassajara Parks Project. Those "**Subsequent Approvals**" (as defined below) are any that may be necessary or desirable to develop the Tassajara Parks Project and may include, but are not limited to, annexation of portions of the Northern Site into the service area boundaries of the CCCSD and the EBMUD, as well as the GHAD, acceptance or vacation of minor portions of rights of way, lot line adjustments, encroachment permits, grading permits, site development permits, building permits, certificates of occupancy, one or more final maps, water supply will-serve letters, "**Regulatory Approvals**" (defined below), and any amendments to the foregoing (each a "**Subsequent Approval**" and, collectively, "**Subsequent Approvals**").

J. The Board 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 Approvals.

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

## AGREEMENT

## ARTICLE I. DESCRIPTION OF SUBJECT PROPERTY, PROPOSED DEVELOPMENT, EFFECTIVE DATE, AND TERM.

**Section 1.01. Description of Subject Property.** This Agreement vests laws applicable to development of the Tassajara Parks Project on the Subject Property, as more particularly described in Exhibit A and depicted in Exhibit B.

**Section 1.02. Proposed Development.** Subject to the terms of this Agreement, the other Approvals, the EIR, and any Subsequent Approvals, the Developer may construct 125 single-family homes on the semi-flat, 30-acre portion of the Northern Site referred to in the EIR as the "Residential Development Area," along with related on-site infrastructure and improvements, including interior roadways, storm drain facilities, landscaping, utilities, a pedestrian staging area, as the project is further described in the EIR and the Approvals (the "**Tassajara Parks Project**").

**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 effective date of the ordinance adopted by the Board approving this Agreement.

**Section 1.04. Initial Term.** The term of this Development Agreement shall commence on the Effective Date and shall expire 10 years thereafter ("**Initial Term**"), unless it is sooner terminated, or unless it is extended as provided in Section 1.05 below.

**Section 1.05. Extended Term.** The Term of this Agreement may be extended beyond the Initial Term only in the manner provided in this Section 1.05. The Initial Term, together with any extensions of the Initial Term under this Section 1.05, are collectively referred to as the "**Term**."

(a) Mandatory and Discretionary Extensions.

(i) *Mandatory Extensions*.

(A) If the Developer is in compliance with the terms and conditions of this Agreement and has recorded a first final map for the Tassajara Parks Project on the Subject Property by the 180th day before the end of the Initial Term, the Initial Term shall be extended automatically for one additional five-year period ("**First Mandatory Term Extension**") that commences automatically on the day immediately following the last day of the Initial Term, and that ends five years thereafter.

(B) If the Developer is in compliance with the terms and conditions of this Agreement and has constructed, or has commenced vertical construction of,

the 75th residential unit of the Tassajara Parks Project on the Subject Property by the 180th day before the end of the First Mandatory Term Extension or the end of the "**Discretionary Term Extension**," as defined below, the Term shall be extended automatically for an additional five-year period ("**Second Mandatory Term Extension**") that commences automatically the day immediately following the last day of the First Mandatory Term Extension or Discretionary Term Extension, and that ends five years thereafter.

(ii) *Discretionary Extension.* If the Developer is in compliance with the terms and conditions of this Agreement but has not recorded the first final map for the Tassajara Parks Project on the Subject Property by the 180th day before the end of the Initial Term, the Developer may request that the County extend the Initial Term by one additional five-year period by giving the County a written extension request at least 120 days before the end of the Initial Term. After the County receives that written extension request, but no later than 30 days before the end of the Initial Term, the Board shall consider extending the Initial Term for one additional five-year period ("**Discretionary Term Extension**"). The Board shall have discretion to determine whether to approve the Discretionary Term Extension under this Section 1.05(a)(ii). A Discretionary Term Extension granted under this Section 1.05(a)(ii) shall be in lieu of a First Mandatory Term Extension under Section 1.05(a)(i).

(b) Additional Extensions; Tolling. In addition to Term extensions under Section 1.05(a), the Term may be further extended or tolled as provided in this Section 1.05(b).

(i) *Extension for Enforced Delay.* If the Developer encounters an Enforced Delay (as defined in this Section 1.05(b)(i)) and desires to extend the Term because of that delay, the 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, the Developer shall give the County written notice of the date the Enforced Delay ends within 90 days after the end of the delay. Following the end of the Enforced Delay, the County Director of Conservation and Development ("**Director**") shall provide the Developer written notice of the extension of the Term, which shall be extended for as many days as the Enforced Delay occurs, as reasonably determined by the Director. For the purposes of this Agreement, "**Enforced Delay**" means a delay or default resulting or arising only from one or more of the following: (A) a natural disaster or other force majeure event; (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 the Developer's reasonable control, as determined by the Director in his or her sole discretion.

(ii) *Tolling for Third-Party Lawsuit.* If any third-party files a lawsuit to challenge (A) this Agreement, (B) the County's certification of the EIR, (C) the other Approvals, (D) the Subsequent Approvals, or (E) any action taken or finding made by the County in connection with the Approvals or Subsequent Approvals (each a "**Third-Party Lawsuit**"), the 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 shall automatically begin upon the County's receipt of the Tolling Notice, and it shall 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 the Developer from taking actions to proceed with the Tassajara Parks Project, the Term shall 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.

(iii) *Tolling for Initiative or Referendum.* If the subject of an initiative petition or referendum petition would overturn, set aside, or substantially modify the Approvals or the Subsequent Approvals, or otherwise substantially impair the development of the Tassajara Parks Project, the Term of this Agreement shall be tolled under this Section 1.05(b)(iii). 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 the last of the following that occurs: (A) the date the County elections official determines the petition does not include a sufficient number of signatures; (B) the date the Board, 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 and approved by a majority of the voters at the election.

## ARTICLE II. STANDARDS, LAWS, AND PROCEDURES GOVERNING THE PROPOSED DEVELOPMENT.

**Section 2.01. Vested Right to Develop.** The Developer shall have the right to pursue the Tassajara Parks Project in accordance with the Applicable Law (defined in Section 2.03), including the other Approvals, the Subsequent Approvals after they are granted, and the provisions of this Agreement, and including, but not limited to, the Developer's vested right to develop the Tassajara Parks Project on the Subject Property. Notwithstanding the foregoing or anything to the contrary in this Agreement, the County shall apply to the Tassajara Parks Project the then-current California Building Standards Codes (including the then-current California Fire Code), and all then-current local amendments to those codes, to the extent that the codes have been adopted by the County or the SRVFPD and are in effect. 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 buildings, 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 Tassajara Parks Project shall be as set forth in the Applicable Law (defined in Section 2.03), the Approvals, 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 Tassajara Parks Project existing as of the Effective Date, as supplemented and modified by the Approvals, 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, Charges, Exactions, and Dedications.**

(a) Processing Fees and Charges. The Developer shall pay all applicable processing, inspection, plan check, condition compliance, and building permit fees (collectively, "**Processing Fees**") required by the County under then-current regulations for processing applications and requests for permits, approvals, and other actions, and for monitoring compliance with any permits issued or approvals granted, or the performance of any conditions with respect to those permits or approvals required of the Developer under this Agreement.

(b) All impact fees, mitigation fees, connection fees, and all other fees and charges that are not Processing Fees that are in effect as of the Effective Date shall apply to the Tassajara Parks Project for a period of 10 years from the Effective Date. After expiration of this 10-year time period, the Developer shall be required to pay the amount of all applicable impact fees, mitigation fees, connection fees, and all other fees and charges then in effect at the time they are required to be paid. Notwithstanding anything to the contrary in this Section 2.04(b), if a fee or charge vested by this Section 2.04(b) is subject to a periodic increase under the ordinance that adopted the fee or charge (*e.g.*, a periodic increase based on changes in the consumer price index or construction cost index), the periodic increase shall continue to apply to the fee or charge at issue.

**Section 2.05. No Conflicting Enactments.** The County, or the electorate through the adoption of initiatives, may enact new or modified rules, regulations, or official policies after the Effective Date (each a "**Later Enactment**" and, collectively, "**Later Enactments**"). All Later Enactments shall be applicable to the Tassajara Parks Project only to the extent that application of any Later Enactment does not modify the Tassajara Parks Project, does not prevent or impede development of the Tassajara Parks 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 Tassajara Parks Project or the development 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 Tassajara Parks Project under the Applicable Law;

(b) Change any land use designation or permitted use of the Subject Property for the Tassajara Parks Project as described in the Applicable Law;

(c) Require, for any work necessary to develop the Tassajara Parks Project on the Subject Property, the issuance of permits, approvals, or entitlements by the 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, the County shall not be precluded from applying a Later Enactment to the Tassajara Parks 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 life safety regulations that may change from time to time, including all local amendments adopted by the County or the SRVFPD; 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 the County in its reasonable discretion. Except as expressly provided herein, this Agreement does not restrict the County's exercise of its police powers, and the 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 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 the 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, the County shall provide the 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. Life of Approvals; Modification of the ULL.**

(a) The term of any Approval and any Subsequent Approval for the Tassajara Park Project, including a parcel or tentative map (pursuant to Government Code section 66452.6(a)), shall be deemed extended for the longer of the Term of this Agreement or the term otherwise applicable to such Approval or Subsequent Approval.

(b) Notwithstanding anything to the contrary herein, in the other Approvals, or in the Tassajara Parks Project conditions of approval, the Developer acknowledges and agrees that if the Developer has not filed its first final map by the end of the Initial Term plus any extensions obtained under Section 1.05, then the Board shall have the right, but not the obligation, to rescind the ULL Modification, General Plan Amendments, and the Rezoning (if necessary) pursuant to the provisions of the Planning and Zoning Law (Government Code §§ 65000-66035). If the Board elects, in its discretion, to so rescind, then the Developer shall not challenge said decision in litigation. In the event that the Board elects to rescind the ULL Modification, General Plan Amendments and the Rezoning (if necessary) pursuant to this Section 2.07(b), the Developer hereby waives and releases the County and its boards, commissions, officers, employees, and agents (collectively, "**Released Entities**") from any and all claims, costs, losses, actions, fees, liabilities, expenses, and damages of any kind whatsoever (collectively, "**Liabilities**") that the Developer incurs in connection with or as a result of any rescission of the ULL Modification, General Plan Amendments, and the Rezoning under this Section 2.07(b). The Developer knowingly waives its right to make any claim against any of the Released Entities for the Liabilities discussed in this Section 2.07(b) and, as to those Liabilities, the Developer expressly waives all rights provided by section 1542 of the California Civil Code, which provides as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." The requirements of this Section 2.07(b) shall survive the expiration or termination of this Agreement and shall be

expressly referenced in the applicable transfer document(s) for the conveyance of all or portion(s) of the Project in accordance with Article VIII below.

**Section 2.08. Timing of Construction and Completion.** Although the Developer represents that it intends to begin Tassajara Parks Project construction within two years of the Effective Date subject to the Developer obtaining all Subsequent Approvals, the Parties agree there is no requirement in this Agreement that the Developer commence or complete construction of the Tassajara Parks Project within any particular period of time during the Term and that the Developer cannot, at this time, predict when or the rate at which the Tassajara Parks Project shall be constructed. Therefore, notwithstanding anything to the contrary in County Ordinance Code sections 84-66.1406(1) and 84-66.1602, and any other provisions of the Ordinance Code, the County has ordained by adopting the ordinance approving this Agreement that the 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 that are not within the Developer's control. In light of the foregoing, the Parties agree that the Developer may construct the Tassajara Parks Project at the rate and time the Developer deems appropriate within the exercise of its sole subjective business judgment, subject only to the terms of this Agreement and East Bay Municipal Utility District ("**EBMUD**") Policy 3.01, which limits the cumulative number of dwelling units that may be added outside the EBMUD Ultimate Service Boundary as a result of small boundary adjustments to no more than 100 in any two-year period.

**Section 2.09. Processing Subsequent Approvals.** The Subsequent Approvals shall be deemed mechanisms to implement those final policy decisions reflected by the Approvals and other provisions of Applicable Law. Upon submission by the Developer of an application for a Subsequent Approval, the County shall cooperate and diligently and expeditiously work to promptly process and consider approving that application. Subject to the terms of this Agreement and the Developer's rights hereunder, the County shall retain its discretionary authority in its consideration of any and all Subsequent Approvals that involve discretionary decisions. The County shall 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 2.010. Actions by Third Parties Necessary to Implement the Approvals; Final Map Approval and Recordation.**

(a) In the Developer's sole discretion, but consistent with the Approvals, the Developer may apply for such other permits, grants of authority, agreements, and other approvals from other entities (together, "**Regulatory Approvals**"), including, but not limited, to the United States Fish and Wildlife Service ("**USFWS**"), the United States Army Corps of Engineers ("**ACOE**"), the California Department of Fish and Wildlife ("**CDFW**"), the San Francisco Regional Water Quality Control Board ("**RWQCB**"), the Contra Costa Local Agency Formation Commission ("**LAFCO**"), the EBMUD, the EBRPD, the Central Contra Costa Sanitary District ("**CCCSD**"), and the SRVFPD, as may be necessary to implement the Tassajara Parks Project.

(b) Notwithstanding anything to the contrary herein, the Developer understands and agrees that the County shall have no obligation to approve the final map for the Tassajara Parks Project until the Developer: (i) satisfies all relevant Project conditions of approval; (ii) provides the Director with a copy of the fully executed EBRPD Dedication Agreement; and (iii) provides the Director with a copy of an approved Acceptance of Offer of

Dedication ("**EBRPD Acceptance**"), which shall be held in escrow until its recordation concurrent with the recordation of the Project's first final map. Upon the County's receipt of the documents in subsections (i) through (iii) above, and subject to all other applicable requirements of this Agreement, the Tassajara Parks Project conditions of approval, the Approvals, the Subsequent Approvals, and state and federal laws and regulations, the County shall approve the final map or first final map for the Tassajara Parks Project for recording. Said recordation shall happen concurrently with the recordation of the EBRPD Acceptance.

(c) The County shall not issue a grading permit or any other construction or building permit that would allow land disturbance or construction in the Residential Development Area until after the first final map for the Tassajara Parks Project is recorded. Notwithstanding anything to the contrary herein, this provision shall not be interpreted to prevent the Developer from obtaining any required approval necessary to comply with any Project conditions of approval that may be necessary prior to the County's approval of the first final map.

**Section 2.011. No Limitation on Future Discretionary Actions.** Except to the extent 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 the Developer, or to exercise its discretion in any particular manner in the future.

## ARTICLE III. DEVELOPER OBLIGATIONS.

**Section 3.01. Preservation and Agricultural Enhancement Contribution.** Pursuant to the requirements set forth in this Section 3.01, the Developer shall provide the County a $4,000,000 contribution ("**$4M Ag Contribution**") to an agricultural enhancement and preservation fund to be established by the County to support, develop, and implement a broad range of policies, programs, and other actions intended to enhance agriculture and to preserve open space, wetlands, parks, recreation and other non-urban uses in the Tassajara Valley. The Developer shall pay the County the $4M Ag Contribution, and any CPI increases accrued on the contribution, in up to two installment payments. For purposes of this Section 3.01, inflationary increases shall be based on any change in the Consumer Price Index for the San Francisco-Oakland-Hayward Combined Statistical Area (U.S. Bureau of Labor Statistics) ("**CPI**") for the 12-month period ending on the December 31 immediately prior to the March 1 when the increase is effective. The Developer shall pay the County one-half of the principal amount of the $4M Ag Contribution, plus all CPI increases accrued as of this first date payment is made, within five days after the recordation of the Project's first final map. The Developer shall pay the County the principal amount of the unpaid $4M Ag Contribution balance, plus all CPI increases accrued as of the date this second payment is made, as a condition of issuance of the first building permit (excluding models) for the Tassajara Parks Project. For purposes of this Section 3.01, beginning on March 1, 2021, and on each March 1 thereafter, the principal amount of the $4M Ag Contribution remaining unpaid shall increase based on any change in the CPI.

**Section 3.02. Contribution to Contra Costa Livable Communities Trust Fund.** Pursuant to the requirements set forth in this Section 3.02, the Developer shall provide the County a $2,500,000 contribution ("**$2.5M LCTF Contribution**") to the existing Contra Costa Livable Communities Trust Fund to be used by the County in its discretion in accordance with any adopted guidelines for the use of fund revenues. The Developer shall pay the $2.5M LCTF Contribution, and all CPI increases to said contribution, on a per-residential unit basis of not less than $20,000 per residential unit plus the applicable inflationary increase, which payment shall

be made at the time of issuance of a building permit for any residential unit of the Tassajara Parks Project. For purposes of this Section 3.02, beginning on March 1, 2021, and on each March 1 thereafter, the principal amount of the $2.5M LCTF Contribution remaining unpaid, if any, shall increase based on any change in the CPI for the 12-month period ending on the December 31 immediately prior to the March 1 when the increase is effective.

**Section 3.03. County Service Area.** As a condition of the approval of the Tassajara Parks Project, the County shall require the Developer to cooperate with the County to form a county service area that includes the Subject Property to support transportation services, as more particularly described in the Tassajara Parks Project conditions of approval. The Developer shall be responsible for paying all costs and expenses to form the county service area, and shall reimburse the County for all costs and expenses that the County incurs to form the county service area, as more particularly described in the Tassajara Parks Project conditions of approval.

**Section 3.04. Offer of Dedication of Preservation Land.** Subject to all terms and conditions set forth in the EBRPD Dedication Agreement, the Developer shall be required to convey the Dedication Areas to the EBRPD. The County shall not be required to approve or record the Project's first final map until all requirements set forth in Section 2.10 above have been satisfied in order to ensure that the Dedication Areas are conveyed to the EBRPD to ensure their permanent protection and preservation as contemplated in the Approvals.

## 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 the Development Agreement Regulations. Following any amendment of this Agreement, the amended Agreement shall be recorded in accordance with Government Code section 65868.5.

**Section 4.02. Amendments of Approvals or Subsequent Approvals.** No Subsequent Approval that is granted pursuant to this Agreement, or amendment of an Approval or Subsequent Approval that is consented to by the Developer, shall require an amendment to this Agreement, and the Subsequent Approval or amendment of 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 failure by either Party to perform any 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 that 90-day period, then, within that 90-day period, the defaulting Party shall begin acting to cure the default and shall continue acting diligently through the completion of 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), or terminate this Agreement in accordance with Section 5.03, or both.

(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 that a default and dispute exists, and what, if any, reasonable actions may be taken to cure the default and resolve the dispute. Within 30 days after the Dispute Notice is given, the Parties shall 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 Government Claims Act.

**Section 5.02. Periodic Review.** No later than 10 months after the Effective Date, and no later than every 12 months thereafter, the Developer and the Director, or designee, shall meet and review this Agreement annually to ascertain the good faith compliance by the Developer with the Agreement's terms pursuant to the Development Agreement Statute. Additionally, the County shall review this Agreement annually in accordance with the Development Agreement Statute and the Development Agreement Regulations. If, as a result of the County's annual review of this Agreement, the County determines, on the basis of substantial evidence, that the Developer has not complied in good faith with the terms of this Agreement, the County may terminate this Agreement in accordance with the Development Agreement Statute and the Development Agreement Regulations. The Developer reserves any and all rights it may have to challenge in court the County's termination of this Agreement under this Section 5.02 and the basis therefor.

**Section 5.03. Termination.**

(a) Termination by County for Default. Notwithstanding anything to the contrary in Section 5.01, the County may terminate this Agreement if the Developer's default of this Agreement is not cured within the time required under Section 5.01. If the County elects to consider terminating this Agreement due to a default by the Developer, then the County shall give a notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the Board in the manner set forth in the Development Agreement Statute and the Development Agreement Regulations. If the Board, in its sole discretion, determines that a default has occurred and elects to terminate this Agreement, the County shall give the 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. The Developer reserves any and all rights it may have to challenge in court the County's termination of this Agreement under this Section 5.03(a) and the basis therefor.

(b) Termination by Developer. The Developer may terminate this Agreement in its sole discretion at any time, provided that the Developer pays all monies, payments, and contributions due the County under this Agreement before the Developer provides notice of termination under this Section 5.03(b). The Developer shall give the County,

by certified mail, written notice of termination of this Agreement under this Section 5.03(b) and this Agreement shall be terminated 30 days after that notice is given.

(c) Automatic Termination Upon Completion and Sale of Residential Lot. With respect to each single-family residential lot within a parcel designated by the Approvals for residential use, this Agreement shall automatically terminate as to that lot, without any further action by either Party or need to record any additional document, after both of the following have occurred: (i) construction of a dwelling unit on the residential lot has been completed and the County has issued a final certificate of occupancy for the dwelling unit; and (ii) title to the single-family residential lot and improvements has been conveyed by the Developer to a bona fide, good faith purchaser.

(d) Termination for Involuntary Acts. Notwithstanding anything to the contrary in this Agreement, the County, at its sole discretion, may terminate this Agreement if any of the following occurs:

(i) The County voters approve, at an election, a referendum that repeals the ordinance that the County Board of Supervisors adopts to approve this Agreement; provided that if the Developer timely files litigation challenging the referendum or election, the County shall not terminate this Agreement unless the litigation is abandoned by the Developer, or if the final resolution of litigation results in a court ruling holding the referendum or election invalid.; or

(ii) A court determines, in any Third Party Lawsuit and following the Developer's exhaustion of any appeals and the full and final resolution of same by a court of competent jurisdiction, that:

a. Subject to Section 12.04 below, this Agreement, or any section or portion of any section under Article III of this Agreement, is invalid or unenforceable; or

b. Subject to Section 20 thereof the Preservation Agreement, or any preservation obligations contained therein with respect to the Dedication Areas, is invalid or unenforceable; or

c. Any condition of approval for the Development that materially affects Developer's obligations under the Preservation Agreement or this Agreement determined by a court to be invalid or unenforceable; or

d. Subject to severability provisions contained therein, the EBRPD Dedication Agreement, or the Contingent Offer of Land Dedication, is invalid or unenforceable; or

e. The General Plan Amendments, Rezone or the ULL Modification, is invalid or unenforceable; or

f. The Project EIR is set aside or invalidated, and the Developer fails or refuses to cooperate with the County to prepare a new or revised EIR for the Project.

**Section 5.04. Attorney's Fees.** In any legal action or other proceeding brought by either Party to enforce or interpret this Agreement, each Party shall bear its own costs and attorney's fees.

**Section 5.05.** **Notice of Compliance.** Within 60 days after the Developer's written request, but no more often than once per calendar year, the County shall execute and deliver to the Developer a written "**Notice of Compliance**" in recordable form, duly executed and acknowledged by the County, that certifies the following, but only if the County, in its reasonable 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.

The Developer may, in its sole discretion, record the County's Notice of Compliance.

## ARTICLE VI. INDEMNITY.

The Developer shall indemnify, defend (with counsel reasonably acceptable to the County), and hold harmless the County and its boards, commissions, officers, employees, and agents from all liabilities, damages, including, but not limited to, direct, indirect, and consequential damages, 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 or are connected with activities or operations of the Developer, or its contractors, subcontractors, agents, or employees, under this Agreement, or that are related to the development of the Tassajara Parks Project. The Developer's obligations under this Article VI apply to all Liabilities suffered or alleged to have been suffered, regardless of whether the County prepared, supplied, or approved plans or specifications for the Tassajara Parks 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 the County and the Developer dated _____, 2020 ("**Indemnity Agreement**"). If this Article VI conflicts with the requirements of the Indemnity Agreement, the requirements of the Indemnity Agreement shall prevail. This Article VI shall survive the expiration or termination of this Agreement.

## ARTICLE VII. NO AGENCY, JOINT VENTURE, OR PARTNERSHIP.

The Tassajara Parks Project is a private undertaking of the 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. SALE, ASSIGNMENT, OR TRANSFER.

**Section 8.01.** **Approval of Sale, Assignment, or Transfer.** Except as expressly set forth in Section 8.02, the Developer shall have the right to sell, assign, or transfer this Agreement, and all of its rights, duties, and obligations hereunder, to any person or entity at any time during the Term, subject to the prior written approval of the Director. That notice shall

include the contact information for the proposed purchaser, assignee, or transferee, and information that enables the Director to determine the experience, qualifications, and financial resources of the proposed purchaser, assignee, or transferee. The Director must render a decision on a request for such approval within forty-five days after receipt of the Developer's written request for the County's consent to the Developer's sale, assignment, or transfer of this Agreement, and the approval shall be deemed granted if no decision is made at the end of such period. The Director shall consent to the Developer's sale, assignment, or transfer of this Agreement if he or she determines that the purchaser, assignee, or transferee possesses the experience, qualifications, and financial resources to complete and operate the Tassajara Parks Project, or applicable portions thereof, which consent and determination shall not be unreasonably withheld, delayed or conditioned. Within 10 days after a sale, assignment, or transfer of this Agreement under this Section 8.01, the County and purchaser, assignee, or transferee shall execute a writing to amend this Agreement to substitute purchaser, assignee, or transferee for the Developer, and to include purchaser's, assignee's, or transferee's contact information in Article IX. Once said purchaser, assignee or transferee assumes the rights and obligations of this Agreement as set forth in a written assignment and assumption agreement ("**Assignment and Assumption Agreement**"), and a copy of the Assignment and Assumption Agreement is provided to the County, the Developer shall thereafter be released from any further obligations under this Agreement so assumed. The Developer shall assign the Indemnity Agreement to the purchaser, assignee, or transferee that is assigned this Agreement under this Section 8.01.

**Section 8.02. Sale, Assignment, or Transfer to Affiliate.** Notwithstanding Section 8.01, the Developer, in its sole discretion, may sell, assign, or transfer this Agreement to an entity of which a majority owner is also a majority owner of the Developer (an "**Affiliate**"). The Developer shall provide the County written notice at least 45 days in advance of any sale, assignment, or transfer of this Agreement under this Section 8.02. The notice shall (a) identify the purchaser, assignee, or transferee, (b) include contact information for the purchaser, assignee, or transferee, and (c) include all relevant filings with the California Secretary of State to establish common majority ownership of the Developer and the purchaser, assignee, or transferee. Within 10 days after a sale, assignment, or transfer of this Agreement under this Section 8.02, the County and the Affiliate shall execute a writing to amend this Agreement to substitute the Affiliate for the Developer and to include the Affiliate's contact information in Article IX. Once an Affiliate assumes the rights and obligations of this Agreement as set forth in a written Assignment and Assumption Agreement, and a copy of the Assignment and Assumption Agreement is provided to the County, the Developer shall thereafter be released from any further obligations under this Agreement so assumed. The Developer shall assign the Indemnity Agreement to Affiliate that is assigned this Agreement under this Section 8.02.

**Section 8.03. Continuing Obligations.** Beginning on the date of the sale, assignment, or transfer of this Agreement by the Developer to another person or entity, that other person or entity shall be required to satisfy all of the Developer's obligations under this Agreement in accordance with the terms and conditions of the Assignment and Assumption Agreement. However, the Developer shall continue to be obligated to defend, indemnify, and hold harmless the County and its boards, commissions, officers, employees, and agents from all Liabilities that arise before the sale, assignment, or transfer of this Agreement, unless the purchaser, assignee, or transferee expressly agrees in writing to assume those defense and indemnity obligations in the Assignment and Assumption Agreement, in which the Developer shall thereafter be released from said indemnification obligations.

## ARTICLE IX. NOTICES.

Unless this Agreement expressly provides otherwise, any notice, demand, or communication required hereunder between the County and the 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:

Contra Costa County:

Contra Costa County
Attn: Director of Conservation 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

FT Land, LLC:

FT Land, LLC
Attn: Mike Bonnifield
2300 Clayton Road #500
Concord, CA 94524

With copies to:
Miller Starr Regalia
Attn: Nadia L. Costa or Bryan W. Wenter
1331 N. California Blvd.
Walnut Creek, CA 94596

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 given 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. INSURANCE.

**Section 10.01. Public Liability and Property Damage Insurance.** At all times that the Developer is constructing any improvements that shall become public improvements, the Developer shall maintain in effect a policy of comprehensive general liability insurance with a per-occurrence combined single limit of not less than $5,000,000 and a deductible of not more than $10,000 per claim. The policy so maintained by the Developer shall name the County, its boards, commissions, officers, employees, and agents as additional insureds and shall include either a severability of interest clause or cross-liability endorsement.

**Section 10.02. Workers' Compensation Insurance.** At all times that the Developer is constructing any improvement that shall become public improvements, the Developer shall maintain workers' compensation insurance for all persons employed by the Developer for work

at the Subject Property site. The Developer shall require each contractor and subcontractor similarly to provide workers' compensation insurance for its employees. The Developer agrees to indemnify the County for any Liabilities resulting from the Developer's failure to maintain any such insurance.

**Section 10.03. Evidence of Insurance.** Before commencing construction of any improvements that are to be public improvements, the Developer shall furnish the County with certificates of insurance for the policies required under Sections 10.02 and 10.03. Each certificate of insurance must require the respective insurer to give the County at least 30 days advance written notice prior to cancellation or reduction in coverage under the respective policy.

## ARTICLE XI. MORTGAGEE PROTECTION.

**Section 11.01. Mortgage Protection.** This Agreement shall be superior and senior to any lien placed on the Subject Property, or any portion thereof, after the date of the recording of this Agreement, including the lien for any deed of trust or mortgage ("**Mortgage**"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value, but all the terms and conditions in this Agreement shall be binding on and effective against any person or entity, including any deed of trust beneficiary or mortgagee ("**Mortgagee**") who acquires title to the Subject Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

**Section 11.02. Mortgagee Not Obligated.** Notwithstanding the provisions of Section 11.01, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee the construction of improvements, or to pay, perform, or provide any fee, dedication, improvements, or other exaction or imposition; provided, however, that Mortgagee shall not be entitled to devote the Subject Property to any uses or to construct any improvements thereon other than those uses and improvements authorized under Approvals and Subsequent Approvals.

**Section 11.03. Notice of Default to Mortgagee and Extension of Right to Cure.** If the County receives notice from a Mortgagee, with Mortgagee's address, requesting a copy of any notice required to be given under Section 5.01, the County shall concurrently deliver notices required under Section 5.01 to both the Developer and the Mortgagee. A Mortgagee that receives a notice under Section 5.01 shall have the same rights as the Developer to cure, or cause to cure, a claimed default of the Developer under this Agreement.

## ARTICLE XII. MISCELLANEOUS.

**Section 12.01. Capitalized Terms.** The capitalized terms used throughout this Agreement shall have the meaning assigned to them herein or as otherwise apparent from the context in which they are used.

**Section 12.02. No Third Party Beneficiary Rights.** Except to the extent that this Agreement expressly provides otherwise, this Agreement is not intended to create, 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 12.03. 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 hereof. 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.

**Section 12.04. Severability.** If any term of this Agreement, or its application to any situation, is held invalid or unenforceable in whole or in part for any reason, 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 unless an essential purpose of this Agreement would be defeated by the loss of the invalid or unenforceable provisions, in which case either Party may terminate this Agreement by providing written notice thereof to the other.

**Section 12.05. 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 Tassajara Parks 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, but not limited to, California Civil Code section 1468.

**Section 12.06. 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 12.07. 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 12.08. Recordation of Agreement.** Not later than 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. The Developer shall reimburse the County for the cost to record this Agreement within 30 days after the Developer receives the County's written request for reimbursement.

**Section 12.09. Appeals.** Decisions made by the Director pursuant to this Agreement may be appealed by the 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 12.010. Waiver.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or waiver of a subsequent breach of the same or any other provision of this Agreement.

**Section 12.011. Signatures.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the representative legal entities of the Developer and County.

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

[Remainder of page left blank. Signatures on next page.]

**DEVELOPER:**

FT LAND, LLC

By:_____

Print:_____

Title:_____

Date:_____

By:_____

Print:_____

Title:_____

Date:_____

**COUNTY:**

CONTRA COSTA COUNTY

By:_____

Print:_____

Title:_____

Date:_____

Exhibits

Exhibit A - Legal Description of the Subject Property

Exhibit B - Map of the Subject Property

Exhibit C – Map of Dedication Areas

EXHIBIT A. Legal Description of the Subject Property (To be attached)

EXHIBIT B. Map of the Subject Property (To be attached)

EXHIBIT C. Map of Dedication Areas (To be attached)

# Development Agreement Ordinance

**ORDINANCE NO. 2020-__ (DRAFT)**

**(Uncodified)**

**(Development Agreement for the Tassajara Parks 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 Tassajara Parks Project, located in the unincorporated Tassajara Valley area of unincorporated 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) FT Land, LLC, ("Applicant") desires to develop the Tassajara Parks Project (the "Project") in the Tassajara Valley area of unincorporated Contra Costa County. The Project includes the preservation of an approximately 118-acre portion of the "Northern Site," and an approximately 609-acre portion of the "Southern Site." The Project also includes the development of up to approximately 125 single-family homes on an additional approximately 30 acres of the Northern Site. The Project and the location of the Project are more particularly described in the "Development Agreement by and between Contra Costa County and FT Land, LLC, Relating to the Development Commonly Known as Tassajara Parks," which is attached as Exhibit 1 (the "Development Agreement").

(b) The following discretionary approvals (collectively, the "Discretionary Approvals") are required for the Project: a General Plan amendment to change the land use designation for the Northern Site from Agricultural Lands (AL) to a combination of Parks and Recreation (PR) and Single Family Residential High Density (SH); a General Plan amendment to change the land use designation for the Southern Site from Agricultural Lands (AL) to a combination of Parks and Recreation (PR) and Public/Semi-Public (PS); a rezoning ordinance to rezone the Northern Site and Southern Site to a Planned Unit (P-1) zoning district; a vesting tentative map to subdivide an approximately 30-acre portion of the Northern Site into 125 single-family residential parcels; preliminary and final development plans to allow for construction of the Tassajara Parks Project and associated infrastructure, utility, and roadway improvements, two staging areas, and an earthen trail; the approved removal of 19 trees on the Northern Site; and exceptions from the provisions of Title 9 of the County Ordinance Code.

(c) An environmental impact report and its related CEQA mitigation monitoring and reporting program have been prepared for the Project.

(d) On _____, 2020, 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.

(e) 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

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# Indemnity Agreement

**[Updated as of September 16, 2020]**

# INDEMNIFICATION AGREEMENT BETWEEN CONTRA COSTA COUNTY AND FT LAND, LLC, RELATING TO THE DEVELOPMENT COMMONLY KNOWN AS TASSAJARA PARKS

This Indemnification Agreement ("Agreement") is made and entered into as of _____, 2020 ("Effective Date"), by and between Contra Costa County, a political subdivision of the State of California, ("County") and FT Land, LLC, a California limited liability company ("Applicant"). The County and the Applicant are sometimes referred to as the "Parties," and each as a "Party."

## RECITALS

A. The Applicant owns approximately 771 acres of real property in the Tassajara Valley area of unincorporated Contra Costa County ("Project Site"). Approximately 155 acres of the Project Site is commonly known as the "Northern Site," while the remaining approximately 616 acres is commonly known as the "Southern Site." The Applicant seeks to construct the residential development known as the "Tassajara Parks Project," and related on- and off-site improvements, as more fully described in the Approvals (as that term is defined below) (collectively, the "Project").

B. Consistent with Government Code section 65867 and other applicable law, and County Ordinance Code section 26-2.408, the County Planning Commission held a public hearing on an application for the Project on _____, 2020. The County Planning Commission recommended that the County Board of Supervisors ("Board") certify the Environmental Impact Report for the Tassajara Parks Project (SCH # 2014052089) ("EIR") and approve a Development Agreement and the following related discretionary approvals for the Project (each an "Approval" and, collectively, "Approvals"):

1. Both of the following (together, "General Plan Amendments"): (a) a General Plan amendment to change the land use designation for the Northern Site from Agricultural Lands (AL) to a combination of Parks and Recreation (PR) and Single Family Residential High Density (SH); and (b) a General Plan amendment to change the land use designation for the Southern Site from Agricultural Lands (AL) to a combination of Parks and Recreation (PR) and Public/Semi-Public (PS).

2. A rezoning ordinance to rezone the Northern Site and Southern Site to a Planned Unit (P-1) zoning district ("Rezoning").

3. A vesting tentative map to subdivide an approximately 30-acre portion of the Northern Site into 125 single-family residential parcels ("Residential Development Area").

4. Preliminary and final development plans to allow for construction of the Tassajara Parks Project and associated infrastructure, storm drain improvements, utilities, roadway improvements, and pedestrian staging area ("PDP/FDP").

5. A tree permit ("Tree Permit") to remove 19 trees on the Northern Site, as more particularly described in the Tree Permit.

6. Approval of a change to the urban limit line pursuant to Ordinance Code section 82-1.018(a)(3) to allow urban uses within the Residential Development Area ("ULL Modification").

C. To comply with the California Environmental Quality Act (Cal. Pub. Res. Code § 21000 *et seq*., and 14 Cal. Code Regs. , § 15000 *et seq*.; "CEQA"), on _____, 2020, the Board certified the EIR and approved a mitigation monitoring and reporting program ("MMRP") for the Project (SCH #2014052089), and the Board made required findings as more particularly described in the board order. On that same day, consistent with Government Code section 65867, Ordinance Code section 82-1.018(a)(3), and other applicable law, the Board considered and approved a preservation agreement ("Preservation Agreement") and a development agreement for the Project ("Development Agreement")..

D. In consideration of the County approving the Approvals, the EIR and MMRP, the Preservation Agreement, and the Development Agreement, the Applicant is entering into this Agreement. This Agreement satisfies Project Condition of Approval No. ___.

AGREEMENT

NOW, THEREFORE, the County and the Applicant agree as follows:

**1. Indemnification.**

A. The Applicant shall indemnify, defend (with counsel reasonably acceptable to the County), and hold harmless the County and its boards, commissions, officers, employees, and agents from any and all claims, costs, losses, actions, fees, liabilities, expenses, and damages of any kind whatsoever (collectively, "Liabilities") arising from or related to any acts, proceedings, or determinations taken, done, or made as a result of the County's approval of the Project, including, but not limited to, any Liabilities that arise from or are related to any of the above referenced Approvals, the EIR, the MMRP, the Project findings and conditions of approval, the approval of the Development Agreement, or the approval of the Preservation Agreement. The foregoing indemnification obligation is in addition to the indemnification obligations set forth in Article VI of the Development Agreement, which relate to the Developer's activities under the Development Agreement. If this Section 1(A) or any other provision of this Agreement conflicts with Article VI in the Development Agreement, this Agreement shall prevail.

B. The Applicant's obligations under this Agreement extend to any action to attack, set aside, void, or annul the Project, any of the Approval, the certification of the EIR, the approval of the MMRP, the approval of the Development Agreement, the approval of the Project Findings and Conditions of Approval, or the approval of the Preservation Agreement, and include, but are not limited to, any lawsuit or challenge: (i) alleging failure to comply with any state or federal environmental laws, including, but not limited to, CEQA; (ii) to the ULL Modification; (iii) to the Preservation Agreement; (iv) to the Development Agreement; (v) to any Project finding or any condition of approval; or (vi) alleging failure to comply with the

requirements of any other applicable federal, state, or local laws, regulations or ordinances, including, but not limited to, general plan and zoning requirements.

C. The Applicant's obligations under this Agreement shall include all actual costs and expenses incurred by the County as a result of, or in connection with, any Liabilities described in Sections 1(A) and 1(B), including, but not limited to, the obligation to pay all court costs and attorney's fees, the costs of preparing the administrative record, all litigation-related costs, all costs of any judgments or awards against the County, all fees and costs on appeal, all settlement costs, all mediation costs, all attorney's fee awards to any opposing party, and all costs of the County to comply with any court orders, including any County actions on remand. Notwithstanding anything to the contrary herein, the Applicant shall not be required to pay or perform any settlement for any Liabilities unless the settlement is approved in writing by the Applicant, which approval shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding anything to the contrary herein, the Board of Supervisors shall retain discretion to approve or disapprove any settlement to which the County is a party.

D. The County shall notify the Applicant promptly following actual notice of any claim, action, or proceeding involving any Liabilities described in Section 1(A) or 1(B) and shall cooperate fully in the defense. If requested by the County to do so, the Applicant shall defend any legal action or proceeding at the Applicant's sole cost and expense with counsel reasonably approved by the County.

**2.** **Survival.** The requirements of Section 1 of this Agreement shall survive the expiration or termination of this Agreement, and Section 1 of this Agreement shall survive the expiration or termination of any of the Approvals or the Preservation Agreement Approval.

**3.** **Notices.** Unless this Agreement expressly provides otherwise, any notice, demand, or communication required hereunder between the County and the Applicant 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:

Contra Costa County:

Contra Costa County
Attn: Director of Conservation 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

FT Land, LLC:

FT Land, LLC
Attn: Mike Bonnifield
2300 Clayton Road #500
Concord, CA 94524

With copies to:
Miller Starr Regalia
Attn: Nadia L. Costa or Bryan W. Wenter
1331 N. California Blvd.
Walnut Creek, CA 94596

A Party may change its address listed above by giving the other Party written notice in accordance with this Section 3 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 given 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).

**4.** **Authority.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the representative legal entities of the Applicant and the County. Each Party expressly waives any defense to this Agreement based on any lack of authority to enter into and be bound by the terms of this Agreement.

**5.** **Successors and Assigns.** This Agreement shall apply to, bind, and inure to the benefit of successors in interest of the Parties hereto, including heirs, assigns, executors, administrators, and all other parties, whether they succeed by operation of law or voluntary acts. This Agreement may not be assigned to any other party separate from the Development Agreement. The requirements of Article VIII of the Development Agreement (inclusive of Sections 8.01 through 8.03) shall govern the assignment of this Agreement.

**6.** **Entire Agreement; No Third Party Beneficiaries.** This Agreement shall constitute the complete understanding of the Parties with respect to the matters set forth herein. Neither Party is relying on any other representation, oral or written. Except to the extent that this Agreement expressly provides otherwise, this Agreement is not intended to create, 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.

**7.** **Amendment.** This Agreement may not be amended or modified except by a written amendment signed by both Parties.

**8.** **Applicable Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of California. In any legal action or other proceeding brought by either Party to enforce or interpret this Agreement, the appropriate venue is the Contra Costa County Superior Court. In any action to interpret or enforce this Agreement, each Party shall bear its own attorney's fees.

**9.** **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.

[Remainder of page left blank – signatures on next page.]

IN WITNESS HEREOF, the Parties have executed this Agreement as of the Effective Date.

**CONTRA COSTA COUNTY**

By: _____
Director of Conservation and Development

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

By: _____
Deputy County Counsel

**FT LAND, LLC**

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

Approved as to form:

By: _____

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# Final Environmental Impact Report (FEIR)

The Final Environmental Impact Report (FEIR) for the Tassajara Parks Project is available for review and download by accessing the "Environmental Impact Report" tab on the County's Tassajara Parks Project webpage via the link below:

https://www.contracosta.ca.gov/4552/Tassajara-Parks

# Mitigation Monitoring and Reporting Program (MMRP)

# Mitigation Monitoring and Reporting Program for the Tassajara Parks Project Draft Environmental Impact Report Contra Costa County, California

## State Clearinghouse Number 2014052089

Prepared for:

**Contra Costa County**
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553-4601

County File Numbers:
GP07-0009
RZ09-3212
SD10-9280
DP10-3008

Date: September 11,2020

# Table 1: Tassajara Parks Project Mitigation Monitoring and Reporting Program

| Mitigation Measures | Method of Verification | Timing of Verification | Responsible for Verification | Verification of Completion | |
|---|---|---|---|---|---|
| | | | | Date | Initial |
| **Section 3.3—Air Quality/Greenhouse Gas Emissions** | | | | | |
| **MM AIR-2:** During construction, the following air pollution control measures (consistent with BAAQMD's Basic Construction Mitigation Measures) shall be implemented:<br>• All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.<br>• All haul trucks transporting soil, sand, or other loose material off-site shall be covered<br>• All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.<br>• All vehicle speeds on unpaved roads and surfaces shall be limited to 15 miles per hour.<br>• Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes. Clear signage shall be provided for construction workers at all access points.<br>• All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified vehicle emissions evaluator.<br>• All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders were used.<br>• A publicly visible sign shall be posted with the telephone number and person to contact at the County of Contra Costa regarding dust complaints. This person shall respond and take corrective action within 2 business days of a complaint or issue notification. The Bay Area Air Quality Management | Incorporation into project construction documents<br><br>Submittal of proof of implementation of control measures during construction | Prior to Construction<br><br>Prior to issuance of occupancy permit | Contra Costa County Department of Conservation and Development | | |

| | | | | | |
|---|---|---|---|---|---|
| District's phone number shall also be visible to ensure compliance with applicable regulations. | | | | | |

## Table 1 (cont.): Tassajara Parks Project Mitigation Monitoring and Reporting Program

| Mitigation Measures | Method of Verification | Timing of Verification | Responsible for Verification | Verification of Completion | |
|---|---|---|---|---|---|
| | | | | Date | Initial |
| **MM AIR-3:** Off-road diesel-powered construction equipment greater than 50 horsepower shall meet United States Environmental Protection Agency Tier 4 off-road emissions standards to the extent feasible. The Project applicant shall include in all construction contracts a clause reflecting this requirement. | Incorporation into bid documents; on-site inspection | Prior to issuance of building permit; prior to any fuel powered grading or construction activities | Contra Costa County Department of Conservation and Development | | |
| **MM AIR-6:** Prior to issuance of building permits, the following measures to reduce greenhouse gas emissions shall be implemented to the extent feasible:<br>a) Only natural gas hearths shall be installed throughout the development.<br>b) Install solar or tankless water heaters throughout the development.<br>c) Install energy-efficient ceiling/whole-house fans.<br>d) Install on-site generation of renewable energy, such as solar to meet a minimum of 10 percent of the Project's total energy demand.<br>e) Comply with California Green Building standards to reduce both indoor and outdoor water consumption. | Incorporation into Project construction documents | Prior to the issuance of building permits; during construction | Contra Costa County Department of Conservation and Development | | |
| **Section 3.4—Biological Resources** | | | | | |
| **MM BIO-1a:** Congdon's Tarplant and San Joaquin Spearscale. In order to offset impacts to Congdon's tarplant and San Joaquin spearscale, the Project applicant shall implement the following measures:<br>(a) Populations of special-status species shall be avoided to the maximum degree practical. If avoidance is not practicable, the Ground Disturbance Areas should be reviewed to see if it can be feasibly adjusted to avoid the special-status plants while still meeting the Project's objectives. | Preconstruction survey by a qualified biologist; results and submittal of survey documents for review and approval<br><br>Preparation and submittal of Rare Plant Mitigation | Prior to ground disturbance<br><br>Minimum of 30 days prior to the start of | Project's qualified biologist contracted by Project applicant reporting to Contra Costa County Department of Conservation and Development; Contra Costa County | | |

## Table 1 (cont.): Tassajara Parks Project Mitigation Monitoring and Reporting Program

| Mitigation Measures | Method of Verification | Timing of Verification | Responsible for Verification | Verification of Completion | |
|---|---|---|---|---|---|
| | | | | Date | Initial |
| (b) A Rare Plant Mitigation and Monitoring Plan shall be prepared and submitted to the County and CDFW within a minimum of 30 days prior to the start of ground-disturbing related activities. | and Monitoring Plan by the Contra Costa County Department of Conservation | ground-disturbing activities | Department of Conservation; CDFW (as appropriate) | | |
| (c) Prior to disturbing any area that supports Congdon's tarplant or San Joaquin spearscale, a qualified botanist shall collect the seeds or oversee the seed collection of both species by a qualified seed collection crew. This seed shall be stored either by M&A, or by a native seed company, until construction is complete and the Special-Status Plant Mitigation Area(s), on the Southern Site, have been identified, prepared and the collected seed can be distributed. The seeds of Congdon's tarplant and San Joaquin spearscale shall be collected at the appropriate time of year. A percentage of the collected seed shall remain in storage for subsequent, supplemental seeding if deemed necessary, to ensure successful replanting of Congdon's tarplant and San Joaquin spearscale in the special-status plant mitigation areas. The remaining amount of collected seed of Congdon's tarplant and San Joaquin spearscale shall be planted at the appropriate time of year (late-fall months) in suitable areas within the Conservation Easement area on the Southern Site. | Proof of collection, storage, and planting of Congdon's tarplant or San Joaquin spearscale seeds by a qualified botanist | Prior to disturbance of any area that supports Congdon's tarplant or San Joaquin spearscale; after planting | | | |
| | Inspection of transplanted populations by a qualified botanist | Monthly for 5 years | | | |
| Congdon's tarplant and San Joaquin spearscale typically grow in valley and foothill grassland on alkaline, clay soils at 300 meters or lower in elevation. Common associates that co-occur on-site with these special-status species are a mix of annual grassland species that demonstrate some amount of mesic influence including Italian ryegrass (*Festuca perennis*), Mediterranean barley (*Hordeum marinum* ssp. *gussoneanum*), spiny cocklebur (*Xanthium spinosum*), hyssop loosestrife (*Lythrum hyssopifolia*), yellow starthistle (*Centaurea solstitialis*), and bristly ox-tongue | | | | | |

## Table 1 (cont.): Tassajara Parks Project Mitigation Monitoring and Reporting Program

| Mitigation Measures | Method of Verification | Timing of Verification | Responsible for Verification | Verification of Completion | |
|---|---|---|---|---|---|
| | | | | Date | Initial |
| (*Helminthotheca echioides*). Common halophytic associates of Congdon's tarplant and San Joaquin spearscale include hastate orache (*Atriplex prostrata*), Boccone's sand spurrey (*Spergularia bocconi*), alkali mallow (*Malvella leprosa*), and saltgrass (*Distichlis spicata*) that co-occur with the special-status species on-site. According to the CNDDB (2015), Congdon's tarplant has often been found on the following soil series: Clear Lake Clay, Diablo Clay, Cropley Clay, and Conejo Clay Loam, whereas San Joaquin spearscale occurs on high clay, alkaline soils such as Pescadero Clay. Most occurrences of these species have occurred on flat areas, depressions, swales and low hills where high clay content soils are present (CNDDB 2015). The most suitable special-status plant mitigation area on the Southern Site occurs on Clear Lake Clay (0-2% slopes) and Pescadero Clay Loam (0-2% slopes).<br>(d) To preserve the seedbank of both common, special-status and federally listed plant species, the upper 3 inches of topsoil or to the depth of the organic horizon (A Horizon) shall be scalped and temporarily stockpiled in uplands within the work area separately from excavated sub-soils. All other excavated material shall be separately stored in upland habitat areas. Upon completion of grading and recontouring, the organic horizon soil shall be redistributed as a topcoat over the disturbed areas that shall not be developed to disseminate the original seed bank.<br>(e) The designated special-status plant mitigation area shall be fenced to exclude humans and cattle during the first three years of establishment to ensure germination and seed set to continue the population. Once it has been determined that the population is successfully established, the fence may be removed so that seasonal grazing of the population can be managed within the special-status plant mitigation | | | | | |

## Table 1 (cont.): Tassajara Parks Project Mitigation Monitoring and Reporting Program

| Mitigation Measures | Method of Verification | Timing of Verification | Responsible for Verification | Verification of Completion | |
|---|---|---|---|---|---|
| | | | | Date | Initial |
| area. A Grazing Management Plan shall be prepared to allow for the continued benefit of special-status species. Appropriate grazing measures shall ensure that Congdon's tarplant and San Joaquin spearscale shall not be outcompeted by non-native Mediterranean grass species.<br>(f) The applicant's qualified botanist shall conduct annual monitoring of the transplanted populations for a five year period as outlined in the Rare Plant Mitigation and Monitoring Plan, and shall prepare annual monitoring reports to document the success or failure the transplanting effort. These reports shall be submitted to Contra Costa County Department of Conservation and CDFW no later than December 1 of each monitoring year. | | | | | |
| **MM BIO-1b:** California Tiger Salamander. To ensure that impacts to approximately 58.47 acres of potential upland California tiger salamander over-summering habitat are offset, all permanent impacts shall be mitigated as follows:<br>(a) The applicant proposes to preserve 175.4 acres of the Southern Site via a Conservation Easement as habitat mitigation (as approved by USFWS). This provides a 3:1 mitigation ratio to satisfy the resource agency mitigation requirements for impacts to potential upland California tiger salamander over-summering.<br>The Mitigation Land shall be protected in perpetuity via a recorded conservation easement or other appropriate legal mechanism that shall be managed for the benefit of the California tiger salamander and other special-status species. A Habitat Management Plan shall be incorporated into the conservation easement deed as an exhibit and shall detail management and maintenance goals for the Mitigation Land. In addition, the Habitat Management Plan would detail the permanent funding source for the | Inspection of proposed preserved conservation easement<br><br>Recordation of conservation easement or other appropriate legal mechanism<br><br>Review of the Habitat Management Plan incorporated into the conservation easement deed<br><br>Obtain an incidental take permit from USFWS and CDFW | Prior to project construction<br><br>Prior to project construction<br><br>Prior to project construction<br><br>Prior to project construction | Project's qualified biologist contracted by Project applicant reporting to Contra Costa County Department of Conservation and Development; Contra Costa County Department of Conservation and Development; CDFW and USFWS (as appropriate) | | |

## Table 1 (cont.): Tassajara Parks Project Mitigation Monitoring and Reporting Program

| Mitigation Measures | Method of Verification | Timing of Verification | Responsible for Verification | Verification of Completion | |
|---|---|---|---|---|---|
| | | | | Date | Initial |
| management of the Mitigation Lands and shall list the "Allowed and Prohibited Uses" of the conservation easement areas. | Submittal of proof of implementation of education program by a qualified biologist | Prior to project construction | | | |
| (b) The Mitigation Land managed for California tiger salamander shall be contiguous with other dedicated open space areas to the west as shown in Figure 4 of the Biological Resources Analysis prepared by Monk & Associates, dated January 5, 2016. The connectivity of the proposed Mitigation Land to other dedicated open space areas further increases the value of this dedicated Mitigation Land since this creates a protected corridor that includes several watersheds. | Qualified biologist's construction survey results and submittal of survey documents | During grading or earth-moving activities | | | |
| (c) The applicant shall obtain an incidental take permit from USFWS and CDFW prior to Project construction, and implement any additional requirements identified by USFWS and CDFW as necessary to protect the California tiger salamander. Any final mitigation compensation ratio established by the CDFW and USFWS for Project-related impacts to listed species shall also become Contra Costa County "Conditions of Approval." Such mitigation ratios or prescriptions shall be set forth in the Biological Opinion prepared by USFWS during the Section 7 consultation by and between the USACE and USFWS. | | | | | |
| (d) Additional avoidance and minimization measures to ensure that no California tiger salamanders are adversely impacted by Project construction activities include:<br>• Education Program. An education program shall be conducted by a qualified biologist to explain the endangered species concerns to contractors working at the Project Site. This education/training program shall include a description of the California tiger salamander and its habitat, a review of the Endangered Species Act and the federal and state listing of the salamander, the | | | | | |

## Table 1 (cont.): Tassajara Parks Project Mitigation Monitoring and Reporting Program

| Mitigation Measures | Method of Verification | Timing of Verification | Responsible for Verification | Verification of Completion | |
|---|---|---|---|---|---|
| | | | | Date | Initial |
| general protection measures to be implemented to protect the salamander and minimize take, and a delineation of the limits of the work area.<br>• Biological Monitoring. A USFWS/CDFW-approved biologist shall be on-site during grading activities, or other earth-moving activities when amphibians could be unearthed. The biological monitor shall be available to stop work should any California tiger salamanders be observed in the Project Site work areas. | | | | | |
| **MM BIO-1c:** California Red-Legged Frog. The following mitigation measure shall be implemented to ensure that impacts to approximately 58.47 acres of potential California red-legged frog upland dispersal/migration habitat shall be appropriately offset. The mitigation shall include:<br>(a) The applicant proposes to preserve 175.4 acres of the Southern Site via a Conservation Easement as habitat mitigation (as approved by USFWS). This provides a 3:1 mitigation ratio to satisfy the resource agency mitigation requirements for potential impacts to California re-legged frog upland dispersal/migration habitat.<br>(b) The Mitigation Land shall be contiguous with other dedicated open space areas to the west, including the Alamo Creek Kawar Valley Open Space, and the Hidden Valley Open Space associated with the Windemere development (as shown in Figure 4 of the Biological Resources Analysis prepared by Monk & Associates, dated January 5, 2016) that shall provide connectivity of the proposed Mitigation Land to other dedicated open space areas that support California red-legged frog populations.<br>(c) This Mitigation Land shall be managed in perpetuity for the benefit of California red-legged frog. A Conservation Easement, or other appropriate legal mechanism, shall be | Inspection of proposed preserved conservation easement<br><br>Recordation of conservation easement or other appropriate legal mechanism<br><br>Review of Habitat Management Plan<br><br>Obtain an incidental take permit from USFWS<br><br>Submittal of proof of implementation of education program by a qualified biologist | Prior to project construction<br><br>Prior to project construction<br><br>Prior to project construction<br><br>Prior to project construction<br><br>Prior to project construction | Project's qualified biologist contracted by Project applicant reporting to Contra Costa County Department of Conservation and Development; Contra Costa County Department of Conservation and Development; USFWS (as appropriate) | | |

## Table 1 (cont.): Tassajara Parks Project Mitigation Monitoring and Reporting Program

| Mitigation Measures | Method of Verification | Timing of Verification | Responsible for Verification | Verification of Completion | |
|---|---|---|---|---|---|
| | | | | Date | Initial |
| recorded to ensure that the Mitigation Lands shall be protected in perpetuity. As required by MM BIO-1b, a Habitat Management Plan shall be incorporated into the easement deed as an exhibit and shall detail management and maintenance goals for the Mitigation Land, including recreational guidelines, livestock grazing guidelines, and other management efforts that shall benefit the California red-legged frog. In addition, the Habitat Management Plan would detail the funding source for the management of the Mitigation Land and shall list the "Allowed and Prohibited Uses" of the conservation easement area. | Inspection of exclusionary fencing<br><br>Qualified biological monitor to be present at the project construction site<br><br>Inclusion of Best Management Practices in project construction documents | Prior to and during project construction<br><br>During construction<br><br>Prior to construction | | | |
| (d) The USFWS's Recovery Plan for the California Red-Legged Frog states that populations are "most likely to persist where multiple breeding areas are embedded within a matrix of habitats used for dispersal. The primary constituent elements for California red-legged frogs are aquatic and upland areas where suitable breeding and non-breeding habitat is interspersed throughout the landscape and is interconnected by unfragmented dispersal habitat" (USFWS 2002). Thus, the proposed Mitigation Land shall serve to protect and preserve important California red-legged frog populations in this area of Contra Costa County. It is important to note that the Project Site is located in the East San Francisco Bay—Core Area #16—in the USFWS's Recovery Plan for the California Red-Legged Frog, and the Project Site represents a "priority watershed" for focused recovery efforts. By preserving 175.4 acres of Mitigation Land that shall be managed for the benefit of this species, the Project shall satisfy some of the goals detailed in the USFWS's Recovery Plan for the California Red-Legged Frog and thereby contribute to the recovery of this species. | | | | | |

## Table 1 (cont.): Tassajara Parks Project Mitigation Monitoring and Reporting Program

| Mitigation Measures | Method of Verification | Timing of Verification | Responsible for Verification | Verification of Completion | |
|---|---|---|---|---|---|
| | | | | Date | Initial |
| (e) Obtain an incidental take permit from USFWS prior to Project construction and implementing any additional requirements identified by USFWS as necessary to protect the California red-legged frog.<br>(f) Additional avoidance and minimization measures to ensure that no California red-legged frogs are adversely impacted by Project construction activities include:<br>• Preconstruction Survey. In order to minimize and avoid any impacts to the federally listed threatened California red-legged frog, a qualified biologist shall conduct preconstruction surveys for this species within the areas of impact prior to the commencement of any work on the Project Site. Any California red-legged frogs that are found during these surveys shall be salvaged and relocated to California red-legged frog habitat within the Mitigation Land. No salvage and/or relocation shall occur until such time that the applicant receives incidental taking authorization from the USFWS. Proof of an incidental take permit (such as a Biological Opinion) from the USFWS shall be provided to Contra Costa County Department of Conservation and Development prior to any earth-moving on the Project Site.<br>• Exclusion Fencing. Wildlife exclusion fencing shall be installed around suitable aquatic habitats (Tassajara Creek) adjacent to proposed impacted areas to prevent the California red-legged frog from entering areas of impact. This fence shall be installed prior to the time any site grading or other construction-related activities are implemented. The fence shall remain in place during site grading or other construction-related activities. Wildlife exclusion fencing shall consist of a 4-foot wall of 0.25-inch welded mesh (not woven wire), galvanized wire. The | | | | | |

## Table 1 (cont.): Tassajara Parks Project Mitigation Monitoring and Reporting Program

| Mitigation Measures | Method of Verification | Timing of Verification | Responsible for Verification | Verification of Completion | |
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| | | | | Date | Initial |
| fence shall be buried along the bottom margin 4 inches into the ground. The next approximate 3 feet of fencing above the ground shall be anchored to staking with wire. Finally, the top 6 inches shall be bent over in a semi-circle towards the outside of the fence to ensure that the fence cannot be climbed.<br>• Education Program. An education program shall be conducted by a qualified biologist to explain the endangered species concerns to contractors working at the Project Site. This education/training program shall include a description of the California red-legged frog and its habitat, a review of the Endangered Species Act and the federal listing of the frog, the general protection measures to be implemented to protect the frog and minimize take, and a delineation of the limits of the work area.<br>• Biological Monitoring. A USFWS-approved biologist shall be on-site during grading activities, or other earth-moving activities when amphibians could be unearthed. The biological monitor shall be responsible for ensuring that the wildlife exclusion fencing is not compromised, and shall be available to stop work should any California red-legged frogs be observed in the Project Site work areas. Each morning all exclusion fencing shall be patrolled for frogs that may be trapped against the fence.<br>• Best Management Practices. All trash that might attract predators to the Project Site shall be properly contained and removed from the site and disposed of regularly. All construction debris and trash shall be removed from the site when construction activities are complete. All fueling and maintenance of equipment and vehicles, and staging areas shall be at least 20 meters from creek channels, | | | | | |

## Table 1 (cont.): Tassajara Parks Project Mitigation Monitoring and Reporting Program

| Mitigation Measures | Method of Verification | Timing of Verification | Responsible for Verification | Verification of Completion | |
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| | | | | Date | Initial |
| wetlands, and tributaries. The construction personnel shall ensure that contamination of California red-legged frog habitat does not occur and shall have a plan to promptly address any accidental spills. | | | | | |
| **MM BIO-1d:** San Joaquin Kit Fox. To ensure that impacts to approximately 58.47 acres of potential San Joaquin kit fox migration/dispersal habitat are offset, the following mitigation measures are proposed: | Incorporation of preservation area in construction documents | Prior to ground disturbance | Project's qualified biologist contracted by Project applicant reporting to Contra Costa County Department of Conservation and Development; Contra Costa County Department of Conservation and Development; and CDFW (as appropriate) | | |
| (a) The applicant proposes to preserve 175.4 acres of the Southern Site via a Conservation Easement as habitat mitigation (as approved by the USFWS). This provides a 3:1 mitigation ratio to satisfy the resource agency mitigation requirements for impacts to potential upland migration/dispersal habitat for the San Joaquin kit fox. The Mitigation Land that shall be preserved in perpetuity as part of the Project consists of grassland habitat that includes numerous rodent burrows and supports a potential prey base for the San Joaquin kit fox. Perpetual preservation and management of the Mitigation Land for the benefit of the San Joaquin kit fox shall help ensure that viable habitat is maintained for this species. The Mitigation Land shall be contiguous with other dedicated open space areas to the west, as shown in Figure 4 of the Biological Resources Analysis prepared by Monk & Associates, dated January 5, 2016, further benefitting this species. | Submittal of USFWS consultation documentation<br><br>Submittal of proof of implementation of education program<br><br>Submittal of qualified biologist's preconstruction survey results and verification of speed limit signage | Prior to ground disturbance<br><br>Prior to ground disturbance<br><br>No more than 14 days prior to ground disturbance | | | |
| (b) Should the USFWS determine that the Project may adversely affect the San Joaquin kit fox, the applicant shall comply with any additional requirements determined to be necessary through a formal Section 7 consultation for potential impacts to potential San Joaquin kit fox migration habitat. | Submittal of proof of inspection of project site access routes and restrictions | Prior to grading activities | | | |

## Table 1 (cont.): Tassajara Parks Project Mitigation Monitoring and Reporting Program

| Mitigation Measures | Method of Verification | Timing of Verification | Responsible for Verification | Verification of Completion | |
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| | | | | Date | Initial |
| (c) The following avoidance and minimization measures shall be implemented to ensure that no San Joaquin kit fox are adversely impacted by Project construction activities:<br>• Education Program. An employee training program shall be conducted before groundbreaking to explain the Federal Endangered Species Act and any endangered species concerns to contractors working in the area.<br>• Preconstruction Survey. Qualified biologists shall conduct preconstruction den surveys within the Ground Disturbance Areas no more than 14 days prior to grading activities to ensure that potential kit fox dens are not disrupted. If "potential dens" are located, infrared camera stations shall be set up and maintained for 3 consecutive nights at den openings to determine the status of the potential dens. If no kit fox is found to be using the den during this timeframe, the grading activities can proceed unhindered. However, if a kit fox is found using a den site within an area of influence of the grading activities, the USFWS shall be promptly notified.<br>• Vehicle Restrictions. Prior to initiating grading activities, the vehicle and equipment access routes and work area shall be delineated using construction fencing. This shall minimize the Project-related disturbance to potential San Joaquin kit fox habitat to the maximum extent feasible. During the grading activities, all Project-related vehicle traffic shall be restricted to established roads or access routes, and shall observe a 20-mile-an-hour speed limit within the work areas, except on County roads and highways.<br>• Biological Monitoring. A biological monitor shall be present during all grading activities that could result in | Qualified biological monitor to be present at the project construction site<br><br>Submittal of proof of implementation of BMPs during construction<br><br>Inspection of exclusionary fencing | During construction<br><br>Prior to issuance of occupancy permit<br><br>Prior to and during construction activities | | | |

## Table 1 (cont.): Tassajara Parks Project Mitigation Monitoring and Reporting Program

| Mitigation Measures | Method of Verification | Timing of Verification | Responsible for Verification | Verification of Completion | |
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| | | | | Date | Initial |
| injury to San Joaquin kit fox. The biologist shall have the authority to halt construction in the impacted area(s), if necessary, to protect the kit fox. If San Joaquin kit fox are identified in the work area at any time, the USFWS and/or CDFW shall be notified and consulted before work activities resume.<br>• Best Management Practices. All trash items shall be removed from the Project Site's disturbance areas each day to reduce the potential for attracting San Joaquin kit fox predators. Contractors shall be prohibited from bringing firearms and pets to the job site. To prevent harm to San Joaquin kit fox, any steep-walled holes and/or trenches excavated for the proposed development Project shall be completely covered at the end of each workday, or escape ramps shall be provided to allow any entrapped animals to escape unharmed. All pipe sections stored on the Project Site overnight that are 4 inches in diameter or greater shall be inspected for San Joaquin kit fox before the pipes are moved or buried.<br>• Exclusion Fencing. Exclusion fencing shall be installed prior to the time any site grading or other construction-related activities are implemented. The fence would remain in place during site grading or other construction-related activities. Exclusion fencing shall be installed as described above. | | | | | |

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| MM BIO-1e: Burrowing Owl. Based on the number of records for this species on-site and in the Project vicinity, the high density of ground squirrel burrows, and the habitats found on the Project Site, surveys for burrowing owls shall be conducted within any areas of the Project Site that will be disturbed by Project activities, including a 150-meter buffer. Burrowing owl surveys conducted according to the methodology prescribed by CDFW in their 2012 Staff Report on Burrowing Owl Mitigation (CDFG 2012) are more likely to be accepted by CDFG. The prescribed survey methodology is included in this document. The mitigation measures shall include:<br>(a) Breeding season surveys shall be conducted by a qualified biologist as per the CDFW Staff Report (CDFG 2012) for western burrowing owl when Project construction is proposed to begin and again 14 days prior to breaking ground. In accordance with the 2012 Staff Report, four site surveys need to be completed. One site survey shall occur between February 15 and April 15, and a minimum of three site surveys, at least three weeks apart, between April 15 and July 15 must be conducted. At least one of the three site surveys between April 15 and July 15 must occur after June 15.<br><br>Non-breeding season surveys (September 1 through January 31) may provide information about site occupancy but this should not substitute for breeding season surveys. Should non-breeding season surveys be warranted, four surveys spread evenly throughout the non-breeding season should occur according to the same protocol as breeding season surveys.<br><br>The Staff Report 2012 states that take avoidance (preconstruction) surveys should be conducted 14 days prior or less to initiating ground disturbance. As burrowing owls may recolonize a site after only a few days, time lapses between Project activities trigger subsequent take avoidance surveys, including but not limited to a final | Submittal of preconstruction survey results conducted by a qualified biologist<br><br>If burrowing owls are identified onsite: Onsite inspection and/or submittal of proof of appropriate buffers | Prior to ground disturbing activities<br><br>During construction | Project's qualified biologist contracted by Project applicant reporting to Contra Costa County Department of Conservation and Development; Contra Costa County Department of Conservation and Development; and CDFW (as appropriate) | | |

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| survey conducted within 24 hours prior to ground disturbance to ensure absence. If no owls are found during these surveys, no further surveys shall be necessary.<br><br>(b) Burrowing owl surveys should be conducted by walking suitable habitat in areas within 150 meters (approx. 500 feet) of the Ground Disturbance Areas. The 150-meter buffer zone is surveyed to identify burrows and owls outside of the Project Site that may be impacted by factors such as noise and vibration (heavy equipment) during Project construction. Pedestrian survey transects should be spaced to allow 100 percent visual coverage of the ground surface. The distance between transect center lines should be 7 meters to 20 meters and should be reduced to account for differences in terrain, vegetation density, and ground surface visibility. To effectively survey large projects (100 acres or larger), two or more surveyors should be used to walk adjacent transects. Poor weather may affect the surveyor's ability to detect burrowing owls thus, avoid conducting surveys when wind speed is greater than 20 kilometers per hour and there is precipitation or dense fog. To avoid impacts to owls from surveyors, owls and/or occupied burrows should be avoided by a minimum of 50 meters (approximately 160 feet) wherever practical to avoid flushing occupied burrows. Disturbance to occupied burrows should be avoided during all seasons.<br><br>(c) If burrowing owls are detected on the Project Site, the following restricted activity dates and setback distances are recommended per the Staff Report (CDFG 2012). From February 1 through October 15, low disturbance and medium disturbance activities should have a 200 meter buffer while high disturbance activities should have a 500 meter buffer from occupied nests. From October 16 through March 31, low disturbance activities should have a 50 meter buffer, medium disturbance activities should have a 100 meter buffer, and high disturbance activities | | | | | |

## Table 1 (cont.): Tassajara Parks Project Mitigation Monitoring and Reporting Program

| Mitigation Measures | Method of Verification | Timing of Verification | Responsible for Verification | Verification of Completion | |
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| | | | | Date | Initial |
| should have a 500 meter buffer from occupied nests. No earth-moving activities or other disturbance should occur within the afore-mentioned buffer zones of occupied burrows. These buffer zones should be fenced as well. If burrowing owls are found in the Project Site, a qualified biologist shall delineate the extent of burrowing owl habitat.<br><br>(d) The Mitigation Land that shall be preserved in perpetuity as part of the proposed Project as mitigation for special-status species supports grassland habitat that includes numerous rodent burrows that provide nesting habitat, as well as foraging habitat for western burrowing owl. The Mitigation Land shall more than adequately offset any impacts to suitable burrowing owl habitat should this species be found during surveys. The preservation of western burrowing owl habitat would fully compensate for impacts to potential western burrowing owl habitat resulting from the Project. | | | | | |
| **MM BIO-1f:** American Badger. To ensure that potential impacts to American badger migration and dispersal habitat are avoided or offset, the following mitigation measures shall be implemented:<br>(a) A preconstruction survey for the American badger shall be conducted within the Ground Disturbance Areas within 7 days prior to grading thereon. Surveys shall be conducted by a wildlife biologist with experience identifying badger burrows. Survey methods would include conducting parallel transects through the grassland community looking for badger burrows. Any badger burrow identified shall be mapped with a global positioning system (GPS) | Submittal of preconstruction survey conducted by a qualified wildlife biologist<br><br>If American Badgers are identified onsite: Submittal of proof of avoidance and/or relocation | Prior to ground disturbing activities<br><br>Prior to and during ground disturbing activities | Project's qualified biologist contracted by Project applicant reporting to Contra Costa County Department of Conservation and Development; Contra Costa County Department of Conservation and Development; and | | |

## Table 1 (cont.): Tassajara Parks Project Mitigation Monitoring and Reporting Program

| Mitigation Measures | Method of Verification | Timing of Verification | Responsible for Verification | Verification of Completion | |
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| | | | | Date | Initial |
| and shown on all Project development plans and grading plans.<br>(b) If active badger burrows are identified within the Ground Disturbance Areas, they shall be avoided to the extent feasible. If avoidance is not feasible, a biologist should determine if the burrow is being used for breeding. If young are determined to be present, the burrow shall be avoided until young vacate the burrow. If the burrow is being used as refugia by the badger, as approved by CDFW, a one-way eviction door shall be installed to passively relocate the badger from its burrow. If it digs back into the burrow, as approved by CDFW, live traps shall be established at the burrow entrances to trap and remove badgers from the area of impact.<br>(c) The Project includes the perpetual preservation of Mitigation Land that shall be preserved in perpetuity to mitigate impacts to California tiger salamander, California red-legged frog, and San Joaquin kit fox. Since the American badger has similar habitat requirements as the kit fox, the Mitigation Land would also fully mitigate any potential impacts to the American badger. | | | CDFW (as appropriate) | | |
| **MM BIO-1g:** Alameda Whipsnake. To ensure that any significant impacts to Alameda whipsnake are avoided, the following mitigation measures shall be implemented:<br>(a) Wildlife exclusion fencing shall be installed around the work areas to prevent snakes and other wildlife from entering the construction area. This fence would be installed prior to the time any site grading or other construction-related activities commenced. The fence would remain in place during site grading or other construction-related activities. Wildlife exclusion fencing shall consist of a 4-foot wall of quarter-inch mesh, | Incorporation of wildlife exclusion fencing into construction documents; onsite inspection of fencing<br><br>Obtain an incidental take permit from USFWS | Prior to site grading or other construction related activities and during construction<br><br>Prior to project construction | Project's qualified biologist contracted by Project applicant reporting to Contra Costa County Department of Conservation and Development; Contra Costa County Department of Conservation and | | |

## Table 1 (cont.): Tassajara Parks Project Mitigation Monitoring and Reporting Program

| Mitigation Measures | Method of Verification | Timing of Verification | Responsible for Verification | Verification of Completion | |
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| | | | | Date | Initial |
| galvanized, welded wire (i.e., hardware cloth—it cannot be woven wire). If the fence cannot be buried along the bottom edge in a 6-inch deep trench, then the bottom 6 inches of fence shall be landscaped stapled every 3 inches along the entire run of fence. Any voids in the soil beneath the fence shall be filled. The first 3 feet of fencing above the ground would be anchored to staking with wire. Finally, the top 6 inches of wire shall be bent over in a semi-circle towards the outside of the fence to ensure that the fence cannot be climbed.<br>(b) Mitigation land set-aside as part of MM BIO-1b, 1c, and 1d to mitigate impacts to California tiger salamander, California red-legged frog, and San Joaquin kit fox would also provide appropriate mitigation for impacts to potential Alameda whipsnake dispersal habitat.<br>(c) The applicant shall obtain an incidental take permit from USFWS prior to Project construction and shall implement any additional requirements identified by USFWS as necessary to protect the Alameda whipsnake. By obtaining "incidental take" authorization from the USFWS, this impact would be mitigated to a less than significant level. | | | Development; USFWS | | |
| **MM BIO-1h:** Western Pond Turtle. To ensure that impacts to western pond turtle upland nesting habitat are avoided or offset, the following mitigation measures shall be implemented:<br>(a) Prior to commencement of any earth-moving activity on-site, all potential suitable western pond turtle upland nesting habitat shall be surveyed. This shall include all areas within 100 feet of Tassajara Creek on the Northern Site. Preconstruction surveys for turtles and their nests shall be conducted 30 days prior to any grading activities. | Submittal of preconstruction survey results<br><br>If nest sites are located: Onsite inspection and/or submittal of proof of | Prior to commencement of any earth-moving activity (at least 30 days prior to any grading activity)<br><br>Prior to ground disturbing activities | Project's qualified biologist contracted by Project applicant reporting to Contra Costa County Department of Conservation and Development; Contra Costa County Department of | | |

## Table 1 (cont.): Tassajara Parks Project Mitigation Monitoring and Reporting Program

| Mitigation Measures | Method of Verification | Timing of Verification | Responsible for Verification | Verification of Completion | |
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| | | | | Date | Initial |
| (b) If nest sites are located adjacent to a proposed work area, the nest site plus a 50-foot buffer around the nest site shall be fenced to avoid impacts to the eggs or hatchlings which overwinter at the nest site. In addition, a clear path (buffer area) between the nest site and adjacent creek or ponds shall be left undisturbed and demarcated with orange construction fencing so that dispersing young turtles can migrate to the creek without being deterred/impacted by construction/earth-moving activity.<br>(c) If nest(s) are located during surveys, moth balls (naphthalene) should be sprinkled around the vicinity of the nest (no closer than 10 feet) to mask human scent and discourage predators.<br>(d) Construction at the nest site and within the 50-foot buffer area and path to the off-site waterway shall be delayed until the young leave the nest (this could be a period of months) or as otherwise advised and directed by CDFW, the agency responsible for overseeing the protection of the western pond turtle.<br>(e) If CDFW allows translocation of any nestling pond turtles, this shall be completed by a qualified biologist under the direction of CDFW. | appropriate buffers and use moth balls | | Conservation and Development | | |

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| **MM BIO-1i:** Nesting Raptors. To ensure that impacts to nesting raptors are avoided or offset, the following mitigation measures shall be implemented:<br>(a) In order to avoid impacts to nesting raptors, nesting surveys shall be conducted by a qualified raptor biologist prior to commencing with earth-moving or construction work, if this work would commence between February 1 and August 31. The raptor nesting surveys shall include examination of all trees within 500 feet of the Ground Disturbance Areas on the Northern Site.<br>(b) If nesting raptors are identified during the surveys, the dripline of the nest tree must be fenced with orange construction fencing (provided the tree is on the Project Site), and a 300-foot radius around the nest tree must be staked with orange construction fencing. If the tree is located off the Project Site, then the buffer shall be demarcated per above where the buffer occurs on the Project Site. The size of the buffer may be altered if a qualified raptor biologist conducts behavioral observations and determines the nesting raptors are well acclimated to disturbance. If this occurs, the raptor biologist shall prescribe a modified buffer that allows sufficient room to prevent undue disturbance/harassment to the nesting raptors. No construction or earth-moving activity shall occur within the established buffer until it is determined by a qualified raptor biologist that the young have fledged (left the nest) and have attained sufficient flight skills to avoid Project construction zones. This typically occurs by August 1. This date may be earlier or later, and would have to be determined by a qualified raptor biologist. If a qualified biologist is not hired to watch the nesting raptors, then the buffers shall be maintained in place through the month of August and work within the buffer can commence on September 1.<br>(c) Two surveys may be required to address both early and later nesting raptor species. Great horned owls and American kestrels begin nesting in February while northern harriers, red-tailed hawks, and red-shouldered hawks | Submittal of preconstruction nesting surveys conducted by a qualified biologist<br><br>If nesting raptors are identified onsite: Onsite inspection and/or submittal of proof of fencing/protection buffers | Prior to construction | Project's qualified biologist contracted by Project applicant reporting to Contra Costa County Department of Conservation and Development; Contra Costa County Department of Conservation and Development | | |

## Table 1 (cont.): Tassajara Parks Project Mitigation Monitoring and Reporting Program

| Mitigation Measures | Method of Verification | Timing of Verification | Responsible for Verification | Verification of Completion | |
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| | | | | Date | Initial |
| begin nesting in early April. Thus, an early survey should be conducted in February if earth-moving work or construction is proposed to commence between February 1 and April 1. If construction has not commenced by the end of March, a second nesting survey shall be conducted in April/May, whichever month is within 30 days of the commencement of construction. If construction would commence after May but before September 1, then the second survey shall be conducted within the 30-day period prior to site disturbance.<br>(d) If the early nesting survey identifies a large stick or other type of raptor nest that appears inactive at the time of the survey, but there are territorial raptors evident in the nest site vicinity, a protection buffer (as described above) shall be established around the potential nesting tree until the qualified raptor biologist determines that the nest is not being used. In the absence of conclusive observations indicating the nest site is not being used, the buffer shall remain in place until a second follow-up nesting survey can be conducted to determine the status of the nest and eliminate the possibility that the nest is utilized by a late-spring nesting raptor (for example, red-tailed hawk). This second survey shall be conducted even if construction has commenced. If during the follow-up late season nesting survey a nesting raptor is identified utilizing the nest, the protection buffer shall remain until it is determined by a qualified raptor biologist that the young have fledged and have attained sufficient flight skills to avoid Project construction zones. If the nest remains inactive, the protection buffer can be removed and construction and earth-moving activities can proceed unrestrained. | | | | | |

## Table 1 (cont.): Tassajara Parks Project Mitigation Monitoring and Reporting Program

| Mitigation Measures | Method of Verification | Timing of Verification | Responsible for Verification | Verification of Completion | |
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| | | | | Date | Initial |
| **MM BIO-1j:** Nesting Birds. To ensure that impacts to nesting passerine birds and nesting special-status birds are avoided or offset, the following mitigation measures shall be implemented: | Submittal of nesting bid survey conducted by a qualified biologist | Prior to commencement of construction, grading, or tree removal activities (if occurring between March 1 and September 1) | Project's qualified biologist contracted by Project applicant reporting to Contra Costa County Department of Conservation and Development; Contra Costa County Department of Conservation and Development | | |
| (a) A nesting survey shall be conducted within all Ground Disturbance Areas and a surrounding 500-foot buffer 15 days prior to commencing construction/grading or tree removal activities, if this work would commence between March 1 and September 1. If special-status birds (such as loggerhead shrike) are identified nesting on the Project Site, a 50-foot radius around the nest must be staked with bright orange construction fencing. No construction or earth-moving activity shall occur within this 50-foot buffer until it is determined by a qualified biologist that the young have fledged (that is, left the nest) and have attained sufficient flight skills to avoid Project construction zones. This typically occurs by August 1. This date may be earlier than August 1, or later, and would have to be determined by a qualified ornithologist. | If special-status nesting birds are identified onsite: Onsite inspection and/or submittal of appropriate fencing. | Prior to grading or tree removal activities | | | |
| (b) If common (not special-status) passerine (perching birds such as Anna's hummingbird [*Calypte anna*] and mourning dove [*Zenaida macroura*]) birds are identified nesting on the Project Site, grading or tree removal activities in the vicinity of the nest shall be postponed until it is determined by a qualified ornithologist that the young have fledged and have attained sufficient flight skills to leave the area. The size of the nest protective buffer required to ensure that the Project does not result in take of nesting birds, their eggs or young shall be determined by a qualified ornithologist. Typically, most passerine birds can be expected to complete nesting by June 15, with young attaining sufficient flight skills by early July. | If common passerine nesting birds are identified onsite: Onsite inspection and/or submittal of appropriate fencing; Submittal of documentation of construction postponement by a qualified ornithologist | Prior to grading or tree removal activities | | | |

## Table 1 (cont.): Tassajara Parks Project Mitigation Monitoring and Reporting Program

| Mitigation Measures | Method of Verification | Timing of Verification | Responsible for Verification | Verification of Completion | |
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| | | | | Date | Initial |
| **MM BIO-1k:** Special-Status Bats. In order to avoid impacts to roosting special-status bats, a biologist shall survey trees and buildings to be disturbed by Project activities, including those near the proposed Future Equestrian Staging Area 15 days prior to commencing with any removal or demolition. All bat surveys shall be conducted by a biologist with known experience surveying for bats. If no special-status bats are found during the surveys, then no further action would be required.<br><br>If special-status bat species are found on the Project Site, a determination shall be made if there are young bats present. If young are found roosting in any tree or building, impacts to the tree or building shall be avoided until the young have reached independence. A non-disturbance buffer fenced with orange construction fencing shall also be established around the maternity site. The size of the buffer zone shall be determined by a qualified bat biologist at the time of the surveys. If adults are found roosting in a tree or building on the Project Site but no maternal sites are found, then the adult bats can be flushed or a one-way eviction door can be placed over the tree cavity (or building access opening) prior to the time the tree or building in question would be removed or disturbed. No other mitigation compensation would be required. | Submittal of qualified biologist's survey of trees and buildings<br><br>If special-status bat species are identified onsite:<br>Submittal of proof of avoidance, fencing, and/or flushing/eviction | Prior to commencement of tree removal or demolition<br><br>Prior to commencement of tree removal or demolition | Project's qualified biologist contracted by Project applicant reporting to Contra Costa County Department of Conservation and Development; Contra Costa County Department of Conservation and Development | | |

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| **MM BIO-3:** Waters of the U.S. and State. To ensure that impacts to waters of the U.S. and State are offset, the following mitigation measures will be implemented:<br>(a) Obtain a Section 404 permit from the USACE and a Section 401 permit from the RWQCB prior to Project construction and implementing any additional mitigation measures identified by the USACE or RWQCB as part of these permits. | Submittal of Section 404 and 410 permit documentation and inclusion of permit regulations into construction documentation | Prior to construction | Contra Costa County Department of Conservation and Development; USACE; RWQCB | | |
| (b) At a minimum, all impacts to waters of the U.S. and State would be compensated for via creation and preservation of new waters of the U.S. and State at a minimum of 2:1 (creation to impact) ratio or as otherwise specified in permitting conditions imposed by the USACE and RWQCB. The applicant proposes to create at least 0.80 acre of new wetland to mitigate for Project-related impacts to waters of the U.S. and State. | Inclusion of creation and preservation of new waters of the U.S. and State at a minimum of 2:1 ratio or as specified in USACE and RWQCB permitting conditions into construction documentation OR proof of purchase of wetland mitigation bank credits | Prior to construction | | | |
| (c) The applicant is proposing to compensate for impacts to waters of the U.S. and State by creating wetlands on the Southern Site. A detailed Wetland Mitigation Plan will be prepared for the Project that shows the location, materials, and construction methods for creation of the wetlands. The Wetland Mitigation Plan will include specific success criteria and performance standards to measure the success of the mitigation wetlands. The success of the mitigation wetlands will be based upon how well it replaces the functions and services provided by seasonal wetlands that will be impacted by the Project. To be judged successful, the created wetlands must support a self-sustaining hydrophytic plant community that includes representative wetland taxa (i.e., wetland plant genera and species). A 5-year monitoring program will be implemented to monitor the progress of the wetland mitigation toward the established goals. At the end of each monitoring year, an annual report will be submitted to the USACE, RWQCB, and other resource agencies. This report will document the hydrological and vegetative condition of the mitigation wetland(s) and will recommend remedial measures as necessary to correct deficiencies. | Submittal of detailed Wetland Mitigation Plan | Prior to construction | | | |
| | Recordation of conservation easement or other appropriate legal mechanism | Prior to construction | | | |
| | Inclusion of Best Management Practices in construction plans | Prior to construction | | | |

## Table 1 (cont.): Tassajara Parks Project Mitigation Monitoring and Reporting Program

| Mitigation Measures | Method of Verification | Timing of Verification | Responsible for Verification | Verification of Completion | |
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| | | | | Date | Initial |
| (d) When implemented, creation of the wetlands (or purchase of wetland mitigation bank credits) will fully compensate for impacts to regulated waters of the U.S. (and State) resulting from construction of the Project. The Mitigation Land on the Southern Site will be preserved in perpetuity via recordation of a conservation easement, or other appropriate legal mechanism, ensuring that the mitigation wetlands are located within the permanently preserved open space area that will be maintained in perpetuity.<br>(e) In lieu of creating waters of the U.S. and State on the Project Site, the applicant may also choose to purchase mitigation credits from a qualified wetland mitigation bank as approved in advance by the USACE and RWQCB.<br>(f) Grading impacts associated with the creation of mitigation wetlands on the Southern Site shall also be minimized by the use of Best Management Practices to protect preserved wetlands and to ensure water quality in wetlands and other waters within the watershed. These practices can include installing orange construction fencing, hay or gravel waddles, and other protective measures. During Project construction, a biological monitor shall be on-site to monitor the integrity of preserved wetlands and other waters. | | | | | |
| **Section 3.5—Cultural Resources** | | | | | |
| **MM CUL-1:** If a potentially significant cultural resource is encountered during Project construction or related activities, all activities within a 50-foot radius of the find shall cease until a qualified archaeologist evaluates the find for its significance in terms of CEQA criteria. The applicant shall include a standard inadvertent discovery clause in every construction contract to inform contractors of this requirement. The archaeologist shall make recommendations concerning appropriate measures that | Submittal of proof of discovery clause in construction contracts<br><br>If cultural resources are identified onsite: | Prior to construction<br><br>During construction | Archaeologist who meets the Secretary of the Interior's Professional Qualification Standards for archeology (contracted by | | |

## Table 1 (cont.): Tassajara Parks Project Mitigation Monitoring and Reporting Program

| Mitigation Measures | Method of Verification | Timing of Verification | Responsible for Verification | Verification of Completion | |
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| | | | | Date | Initial |
| will be implemented to protect the resource, including but not limited to excavation and evaluation of the finds in accordance with Section 15064.5 of the CEQA Guidelines. Cultural resources could consist of, but are not limited to, stone, wood, or shell artifacts, structural remains, privies, or historic dumpsites. Any previously undiscovered resources found during construction within the Project Site shall be recorded on appropriate Department of Parks and Recreation (DPR) 523 forms. | project applicant to notify CCC of materials encountered and provide archeologist's submittal of findings and documentation; Section 15064.5 permit(s); copy of DPR 523 forms; | | project applicant, reporting to Contra Costa County Department of Conservation and Development); Contra Costa County Department of Conservation and Development | | |
| **MM CUL-3:** A qualified cultural resources monitor shall be on-site during all grading and excavation activities. In the event that fossils or fossil-bearing deposits are discovered during grading or construction of the Project, excavations within 50 feet of the find shall be temporarily halted until the discovery is examined by a qualified paleontologist, in accordance with the applicable Society of Vertebrate Paleontology standards, and assessed for significance under CEQA. The applicant shall include a standard inadvertent discovery clause in every construction contract to inform contractors of this requirement. If the find is determined to be significant and if avoidance is not feasible, the paleontologist shall design and carry out a data recovery plan consistent with the Society of Vertebrate Paleontology standards. | Submittal of proof of discovery clause in construction contracts<br><br>Submittal of documentation of on-site inspection and monitoring<br><br>If fossils or fossil-bearing deposits are identified onsite: project applicant to notify CCC of materials encountered and provide findings and documentation of avoidance or data recovery plan | Prior to construction<br><br>During grading and excavation activities<br><br>During grading and excavation activities | Project's qualified Paleontological monitor (as defined by the Society of Vertebrate Paleontology) contracted by Project applicant reporting to Contra Costa County Department of Conservation and Development | | |

| | | | | | |
|---|---|---|---|---|---|
| **MM CUL-4:** In the event of the accidental discovery or recognition of any human remains, CEQA Guidelines Section 15064.5; Health and Safety Code Section 7050.5; Public Resources Code Section 5097.94 and Section 5097.98 must be followed. In addition, if during the course of grading or construction there is an inadvertent discovery of any human remains, the following steps shall be taken:<br>1. There shall be no further excavation or disturbance within 50 feet of the find until the County Coroner is contacted to determine if the remains are Native American and if an investigation of the cause of death is required. If the Coroner determines the remains to be Native American, the coroner shall contact the Native American Heritage Commission (NAHC) within 24 hours, and the NAHC shall identify the person or persons it believes to be the "most likely descendant" (MLD) of the deceased Native American. The MLD may make recommendations to the landowner or the person responsible for the excavation work within 48 hours, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in PRC Section 5097.98.<br>2. Where the following conditions occur, the landowner or his authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity either in accordance with the recommendations of the most likely descendant or on the Project Site in a location not subject to further subsurface disturbance:<br>- The NAHC is unable to identify a most likely descendent or the most likely descendent failed to make a recommendation within 48 hours after being notified by the commission.<br>- The descendant identified fails to make a recommendation.<br>- The landowner or his authorized representative rejects the recommendation of the descendant, and mediation by the NAHC fails to provide measures acceptable to the landowner. | Project applicant to notify County Coroner if human remains are encountered; County Coroner contacts NAHC and submits NAHC correspondence to Contra Costa County Department of Conservation and Development | During construction in the event human remains are discovered | Project applicant; Contra Costa County Office of the Sheriff: Coroner's Division; NAHC; Contra Costa County Department of Conservation and Development | | |
| **Section 3.6—Geology, Soils, and Seismicity** | | | | | |

## Table 1 (cont.): Tassajara Parks Project Mitigation Monitoring and Reporting Program

| Mitigation Measures | Method of Verification | Timing of Verification | Responsible for Verification | Verification of Completion | |
|---|---|---|---|---|---|
| | | | | Date | Initial |
| **MM GEO-1:** At least 30 days prior to the issuance of building permit, the Project Applicant shall submit a design-level Geotechnical Investigation to Contra Costa County for review and approval of the County Peer Review Geologist. The investigation shall be prepared by a qualified engineer and identify grading and building practices necessary to achieve compliance with the latest adopted edition of the California Building Standards Code's geologic, soils, and seismic requirements. The measures identified in the approved report shall be incorporated into the Project plans. | Submittal of design-level geotechnical report for the Contra Costa County Department of Conservation and Development and County Geologist's review and approval; approval of final grading and building plans by the County Geologist | At least 30 days prior to the issuance of building permits | Contra Costa County Department of Conservation and Development; Contra Costa County Geologist | | |
| **Section 3.7—Hazards and Hazardous Materials** | | | | | |
| **MM HAZ-1:** Prior to the demolition of any on-site structure constructed prior to 1978 or suspected to contain asbestos or lead containing materials, the property owner or applicant shall retain a qualified contractor to determine the presence or absence of asbestos-containing materials or lead-based paint. If either material is found to be present, the property owner or applicant shall retain a certified hazardous waste contractor to properly remove and dispose of all materials containing asbestos or lead paint in accordance with applicable federal and state laws and regulations. The property owner or applicant shall submit documentation to Contra Costa County demonstrating that this contractor has been retained as part of the demolition permit application. Upon completion of removal and disposal of materials, the Project applicant shall provide documentation to Contra Costa County demonstrating that these activities were successfully completed. | Submittal of qualified contractor's determination of presence or absence of asbestos or lead containing materials<br><br>If asbestos or lead containing materials are found onsite: Submittal of documentation including a certified hazardous waste contractor in demolition plans | Prior to the issuance of demolition permits<br><br>Prior to the issuance of demolition permits | Contra Costa County Department of Conservation and Development | | |
| **Section 3.8—Hydrology and Water Quality** | | | | | |

## Table 1 (cont.): Tassajara Parks Project Mitigation Monitoring and Reporting Program

| Mitigation Measures | Method of Verification | Timing of Verification | Responsible for Verification | Verification of Completion | |
|---|---|---|---|---|---|
| | | | | Date | Initial |
| **MM HYD-1:** Prior to issuance of any grading permits for the Project, the Contra Costa County Department of Conservation and Development shall verify that the applicant has prepared a Stormwater Pollution Prevention Plan (SWPPP) in accordance with the requirements of the statewide Construction General Permit. The SWPPP shall be designed to address the following objectives: (1) all pollutants and their sources, including sources of sediment associated with construction, construction site erosion, and all other activities associated with construction activity are controlled; (2) where not otherwise required to be under a Regional Water Quality Control Board permit, all non-stormwater discharges are identified and either eliminated, controlled, or treated; (3) site Best Management Practices (BMPs) are effective and result in the reduction or elimination of pollutants in stormwater discharges and authorized non-stormwater discharges from construction activity; and (4) stabilization BMPs installed to reduce or eliminate pollutants after construction are completed. The SWPPP shall be prepared by a qualified SWPPP developer. The SWPPP shall include the minimum BMPs required for the identified Risk Level. BMP implementation shall be consistent with the BMP requirements in the then most recent version of the California Stormwater Quality Association Stormwater Best Management Handbook-Construction or the Caltrans Stormwater Quality Handbook Construction Site BMPs Manual. | Submittal of a project specific SWPPP prepared by a qualified SWPPP developer to Contra Costa County Department of Conservation and Development<br><br>Submittal of construction plans that incorporate implementation of SWPPP requirements; on-site verification | Prior to the issuance of grading permits<br><br>Prior to and during all construction activities | Contra Costa County Department of Conservation and Development | | |

## Table 1 (cont.): Tassajara Parks Project Mitigation Monitoring and Reporting Program

| Mitigation Measures | Method of Verification | Timing of Verification | Responsible for Verification | Verification of Completion | |
|---|---|---|---|---|---|
| | | | | Date | Initial |
| **Section 3.10—Noise** | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **MM NOI-1a:** To reduce potential construction noise impacts, the following multi-part mitigation measure shall be implemented for the Project:<br>• The construction contractor shall ensure that all internal combustion engine-driven equipment are equipped with mufflers that are in good condition and appropriate for the equipment.<br>• The construction contractor shall locate stationary noise-generating equipment as far as feasible from sensitive receptors when sensitive receptors adjoin or are near a construction disturbance area. In addition, the Project contractor shall place such stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the Project Site.<br>• The construction contractor shall prohibit unnecessary idling of internal combustion engines.<br>• The construction contractor shall locate, to the maximum extent practical, on-site equipment in staging areas to maximize the distance between construction-related noise sources and noise-sensitive receptors nearest the Project Site during all Project construction.<br>• For any construction work associated with implementation of the project that would occur within the City of San Ramon (such as the potential recycled water pipeline installation), such activities shall be limited to Monday through Friday, prior to 7:30 a.m. and after 7:00 p.m. on each day and on Saturdays and Sundays, prior to 9:00 a.m. and after 6:00 p.m.<br>• All construction activities associated with implementation of the project that will occur within the jurisdiction of Contra Costa County shall be limited to the hours of 7:30 a.m. to 5:30 p.m., Monday through Friday, and shall be prohibited on state and federal holidays on the calendar dates that these holidays are observed by the state or federal government as listed below:<br>- New Year's Day (state and federal)<br>- Birthday of Martin Luther King, Jr. (state and federal)<br>- Washington's Birthday/Presidents' Day (state and federal)<br>- Lincoln's Birthday (state) | Submit construction plans that incorporate noise reduction mitigation<br><br>Periodic on-site inspection. | Prior to issuance of building permits<br><br>During construction | Contra Costa County Department of Conservation and Development | | |

| | | | | | |
|---|---|---|---|---|---|
| - Cesar Chavez Day (state)<br>- Memorial Day (state and federal)<br>- Independence Day (state and federal)<br>- Labor Day (state and federal)<br>- Columbus Day (state and federal)<br>- Veterans Day (state and federal)<br>- Thanksgiving Day (state and federal)<br>- Day after Thanksgiving (state)<br>- Christmas Day (state and federal)<br><br>For specific details on the actual day the state and federal holidays occur, please visit the following websites:<br><br>Federal holidays:<br>http://www.opm.gov/Operating_Status_Schedules/fedhol/2011.asp<br><br>California holidays:<br>http://www.ftb.ca.gov/aboutFTB/holidays.shtml<br><br>• At least 10 days prior to the issuance of grading permits signs shall be posted at the construction site that include permitted construction days and hours, a day and evening contact number for the job site, and a contact number for the on-site complaint and enforcement manager in the event of problems.<br>• An on-site complaint and enforcement manager shall be available to respond to and track complaints. The manager will be responsible for responding to any complaints regarding construction noise and or dust and for coordinating with the adjacent land uses. The manager will determine the cause of any complaints and coordinate with the construction team to implement effective measures (considered technically and economically feasible) warranted correcting the problem. The telephone number of the coordinator shall be posted at the construction site and provided to neighbors in a notification letter. The manager will be trained to use a sound level meter and should be available during all construction hours to respond to complaints. | | | | | |

## Table 1 (cont.): Tassajara Parks Project Mitigation Monitoring and Reporting Program

| Mitigation Measures | Method of Verification | Timing of Verification | Responsible for Verification | Verification of Completion | |
|---|---|---|---|---|---|
| | | | | Date | Initial |
| • At least one week prior to commencement of grading or construction activities for each major phase of construction the applicant shall prepare a notice that grading or construction work will commence. The notice shall be posted at the site and mailed to all the owners and occupants of property within 300 feet of the exterior boundary of the Project Site as shown on the latest equalized assessment roll. The notice shall include a list of contact persons with name, title, phone number and area of responsibility. The person responsible for maintaining the list shall be included. The list shall be kept current at all times and shall consist of persons with authority to indicate and implement corrective action in their area of responsibility. The names of individuals responsible for noise and litter control, tree protection, construction traffic and vehicles, erosion control, and the 24-hour emergency number shall be expressly identified in the notice. The notice shall be re-issued with each phase of the project and a copy shall be mailed to Contra Costa County Department of Conservation and Development. | | | | | |
| **MM NOI-1b:** All proposed residential units located within 216 feet of the centerline of Camino Tassajara shall include an alternate form of ventilation, such as an air conditioning system, in order to ensure that windows can remain closed for a prolonged period of time. The building plans approved by the County shall reflect this requirement. | Inclusion in project plans; submit evidence of compliant ventilation system for approval by Contra Costa County Building Inspection Division (BID) | Prior to final project inspection | Contra Costa County Department of Conservation and Development; BID | | |
| **Section 3.12—Transportation and Traffic** | | | | | |
| **MM TRANS-1:** Prior to the issuance of building permits, the Project applicant shall pay the applicable Tri-Valley Transportation Development (TVTD) Fees, which shall serve as | Payment of applicable fees | Prior to the issuance of building permits | Contra Costa County Department of Conservation and | | |

## Table 1 (cont.): Tassajara Parks Project Mitigation Monitoring and Reporting Program

| Mitigation Measures | Method of Verification | Timing of Verification | Responsible for Verification | Verification of Completion | |
|---|---|---|---|---|---|
| | | | | Date | Initial |
| partial mitigation for the impact to freeway segments. The fees contribute to the construction of planned freeway improvements, including HOV lanes, auxiliary lanes, interchange improvements as well as other regional transportation improvements, including (among others) the BART extension to Livermore. Impact fees are due at time of issuance of building permits. Payment of these fees would **partially mitigate** the incremental impact. | | | Development, Tri-Valley Transportation Development (TVTD) | | |
| **MM TRANS-2:** Prior to the issuance of the first building permit, the Project applicant shall fund the optimization of the signal timing at the intersection of Camino Tassajara and Oak Gate Drive-Lawrence Road (Intersection #5). This will require signal coordination with Intersection #4: Camino Tassajara and Hansen Lane-Diablo Vista Middle School Driveway. Both intersections are under the jurisdiction of the Town of Danville. Modifications to signal timing shall be reviewed by and meet the approval of the Town of Danville and Contra Costa Public Works Department prior to implementation. Updated timing and signal coordination shall be physically implemented prior to the issuance of the building permit for the 123rd on-site residential unit. | Provision of funding<br><br>Confirmation of signal optimization | Prior to the issuance of the first building permit<br><br>Prior to the issuance of the 123rd on-site residential unit | Contra Costa County Department of Conservation and Development | | |

## Table 1 (cont.): Tassajara Parks Project Mitigation Monitoring and Reporting Program

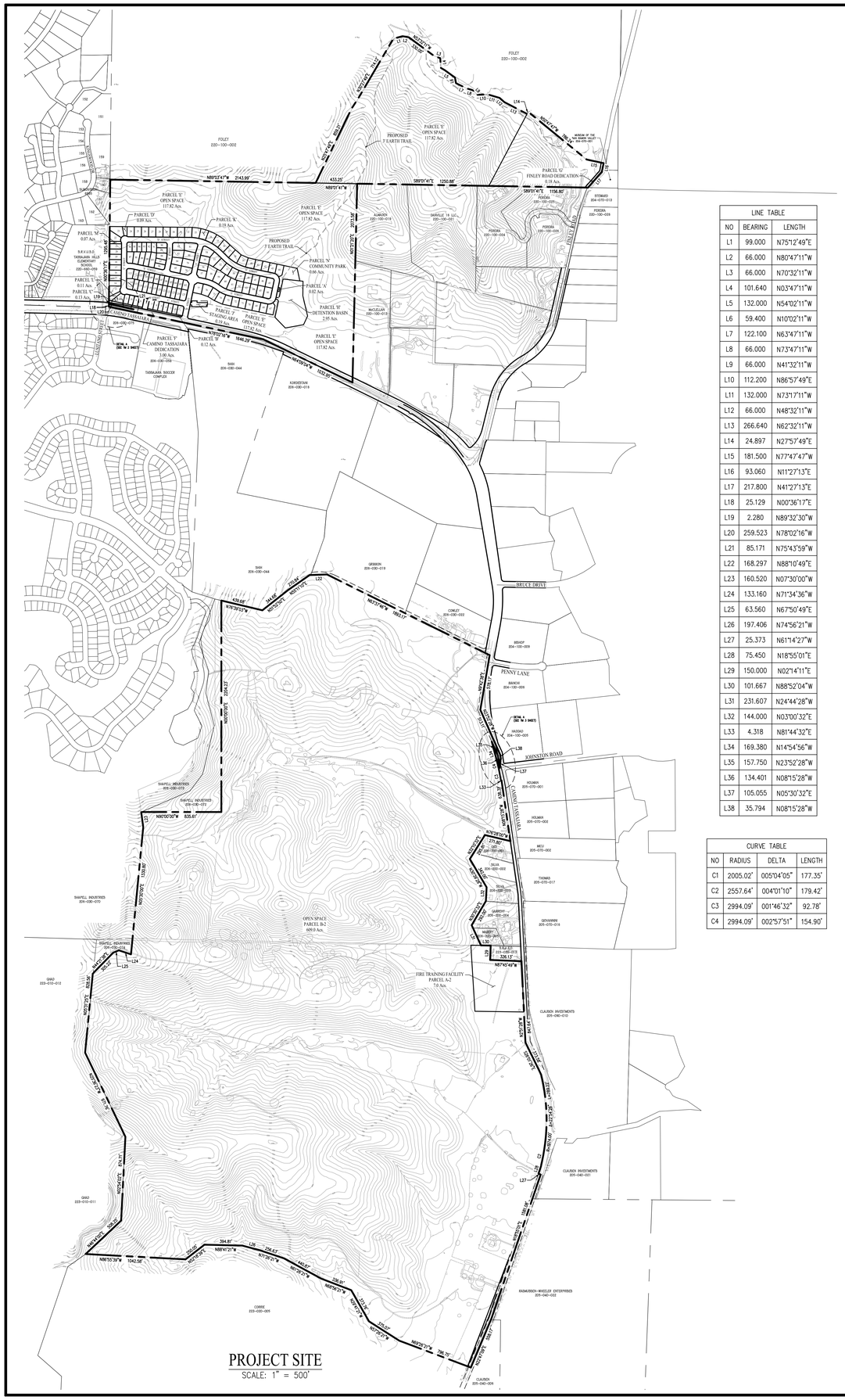
| Mitigation Measures | Method of Verification | Timing of Verification | Responsible for Verification | Verification of Completion | |
|---|---|---|---|---|---|
| | | | | Date | Initial |
| **MM TRANS-3a:** ~~Prior to the issuance of the first building permit, the Project applicant shall fund optimization of the signal timing at the intersection of Camino Tassajara/Hansen Lane-Diablo Vista Middle School Driveway (Intersection #4). This will require signal coordination with Intersection #5: Camino Tassajara and Oak Gate Drive-Lawrence Road. Both intersections are under the jurisdiction of the Town of Danville. Modifications to signal timing shall be reviewed by and meet the approval of the Town of Danville and Contra Costa Public Works Department prior to implementation.~~ | | | | | |
| **MM TRANS-3b:** Prior to the issuance of the first building permit, the Project applicant shall fund optimization of the signal timing at the intersection of Camino Tassajara and Oak Gate Drive-Lawrence Road (Intersection #5). This will require signal coordination with Intersection #4: Camino Tassajara and Hansen Lane-Diablo Vista Middle School Driveway. Both intersections are under the jurisdiction of the Town of Danville. Modifications to signal timing shall be reviewed by and meet the approval of the Town of Danville and Contra Costa Public Works Department prior to implementation. | Provision of funding | Prior to the issuance of the first building permit | Contra Costa County Department of Conservation and Development | | |
| **MM TRANS-3c:** Prior to the issuance of the first building permit, the Project applicant shall fund optimization of the intersection signal timing at the intersection of Camino Tassajara and Buckingham Drive-Rassani Drive (Intersection #8). This intersection is under the jurisdiction of the Town of Danville. Modifications to signal timing shall be reviewed by and meet the approval of the Town of Danville and Contra Costa Public Works Department prior to implementation. | Provision of funding | Prior to the issuance of the first building permit | Contra Costa County Department of Conservation and Development | | |

## Table 1 (cont.): Tassajara Parks Project Mitigation Monitoring and Reporting Program

| Mitigation Measures | Method of Verification | Timing of Verification | Responsible for Verification | Verification of Completion | |
|---|---|---|---|---|---|
| | | | | Date | Initial |
| **MM TRANS-3d:** Prior to the issuance of the first building permit, the Project applicant shall fund optimization of the intersection signal timing at the intersection of Camino Tassajara and Tassajara Ranch Drive (Intersection #10). This intersection is under the jurisdiction of the Town of Danville. Modifications to signal timing shall be reviewed by and meet the approval of the Town of Danville and Contra Costa Public Works Department prior to implementation. | Provision of funding | Prior to the issuance of the first building permit | Contra Costa County Department of Conservation and Development | | |
| ~~**MM TRANS-3e:** Prior to the opening of the Future Equestrian Staging Area, the Project applicant shall add a 50-foot southbound right-turn pocket to the intersection of Camino Tassajara and Finley Road (Intersection #17).~~ | | | | | |
| **MM TRANS-6a:** The Project applicant shall construct all on-site internal intersections to be side-street stop-controlled or yield controlled intersections at the minor approaches. | Inclusion in project plans | Prior to the issuance of the first grading permit | Contra Costa County Department of Conservation and Development | | |
| ~~**MM TRANS-6b:** Prior implementation of any improvements at the Future Equestrian Staging Area, the Project applicant shall clear brush and any obstructions that limit the sight distance within the horizontal radius of Finley Road to ensure that adequate sight distance (i.e., ≥ 187 feet) is provided in the northerly direction from the Future Equestrian Staging Area's access driveway.~~ | | | | | |
| **3.13—Utilities and Service Systems** | | | | | |
| **MM USS-1:** Prior to the recordation of the Final Map, the Project applicant must demonstrate to the DCD that all required approvals are obtained to implement provision of water to the Project Site via the selected water supply. | Evidence that required approvals have been obtained | Prior to recordation of the Final Map | Contra Costa County Department of Conservation and Development, DCD | | |

# Vesting Tentative Map / Preliminary and Final Development Plan

**RECEIVED** on 08/19/2020
By Contra Costa County
Department of Conservation and Development




| LINE TABLE | | |
|---|---|---|
| NO | BEARING | LENGTH |
| L1 | 99.000 | N75°12'49"E |
| L2 | 66.000 | N80°47'11"W |
| L3 | 66.000 | N70°32'11"W |
| L4 | 101.640 | N03°47'11"W |
| L5 | 132.000 | N54°02'11"W |
| L6 | 59.400 | N10°02'11"W |
| L7 | 122.100 | N63°47'11"W |
| L8 | 66.000 | N73°47'11"W |
| L9 | 66.000 | N41°32'11"W |
| L10 | 112.200 | N86°57'49"E |
| L11 | 132.000 | N73°17'11"W |
| L12 | 66.000 | N48°32'11"W |
| L13 | 266.640 | N62°32'11"W |
| L14 | 24.897 | N27°57'49"E |
| L15 | 181.500 | N77°47'47"W |
| L16 | 93.060 | N11°27'13"E |
| L17 | 217.800 | N41°27'13"E |
| L18 | 25.129 | N00°36'17"E |
| L19 | 2.280 | N89°33'30"W |
| L20 | 259.523 | N78°02'16"W |
| L21 | 85.171 | N75°43'59"W |
| L22 | 168.297 | N88°10'49"E |
| L23 | 160.520 | N07°30'00"W |
| L24 | 133.160 | N71°34'36"W |
| L25 | 63.560 | N67°50'49"E |
| L26 | 197.406 | N74°56'21"W |
| L27 | 25.373 | N61°14'27"W |
| L28 | 75.450 | N18°55'01"E |
| L29 | 150.000 | N02°14'11"E |
| L30 | 101.667 | N88°52'04"W |
| L31 | 231.607 | N24°44'28"W |
| L32 | 144.000 | N03°00'32"E |
| L33 | 4.318 | N81°44'32"E |
| L34 | 169.380 | N14°54'56"W |
| L35 | 157.750 | N23°52'28"W |
| L36 | 134.401 | N08°15'28"W |
| L37 | 105.055 | N05°30'32"E |
| L38 | 35.794 | N08°15'28"W |

| CURVE TABLE | | | |
|---|---|---|---|
| NO | RADIUS | DELTA | LENGTH |
| C1 | 2005.02' | 005°04'05" | 177.35' |
| C2 | 2557.64' | 004°01'10" | 179.42' |
| C3 | 2994.09' | 001°46'32" | 92.78' |
| C4 | 2994.09' | 002°57'51" | 154.90' |

## LEGEND:

| EXISTING | PROPOSED | |
|---|---|---|
| + 500 | + 500 | SPOT ELEVATION |
| 12 | 12 | LOT NUMBER |
| | | MANHOLE |
| | | SIDEWALK |
| | | CATCH BASIN |
| | | FIELD INLET |
| | | SUBDIVISION BOUNDARY |
| | | RIGHT OF WAY |
| | | LOT LINE |
| | | CENTERLINE |
| | | EASEMENT LINE |
| | | PROPOSED TRAIL |
| EX SS | SS | SANITARY SEWER MAIN |
| | SSFM | SANITARY SEWER FORCE MAIN |
| EX SD | SD | STORM DRAIN LINE |
| | W | WATER LINE |
| | 15 | DIRECTION\SLOPE OF FLOW |
| | | DIRECTION OF FLOW |
| | | TREES TO BE REMOVED |

## ABBREVIATIONS:

| | |
|---|---|
| R/W | RIGHT OF WAY |
| CB | CATCH BASIN |
| FI | FIELD INLET |
| MH | MANHOLE |
| PL | PROPERTY LINE |
| SD | STORM DRAIN |
| SDE | STORM DRAIN EASEMENT |
| SS | SANITARY SEWER |
| PUE | PUBLIC UTILITY EASEMENT |
| PAE | PEDESTRIAN ACCESS EASEMENT |
| EVAE | EMERGENCY VEHICLE ACCESS EASEMENT |
| EBRPD | EAST BAY REGIONAL PARK DISTRICT |

## RESIDENTIAL DENSITY CALCULATIONS

| | |
|---|---|
| TOTAL RESIDENTIAL AREA: | 30.00 AC |
| LESS: | |
| INTERIOR STREETS: | 7.60 AC |
| | 22.40 AC |

DENSITY:
(PER COUNTY CODE SECTION 84.66.802)
125 DU/22.40 AC = 5.58 DU/AC
(BASED ON 30-ACRE DEVELOPMENT PLAN)

## POPULATION CALCULATIONS

POPULATION:
(PER CONTRA COSTA COUNTY GENERAL PLAN)
125 DU*3.0 PERSONS/DU
TOTAL POPULATION = 375 PERSONS

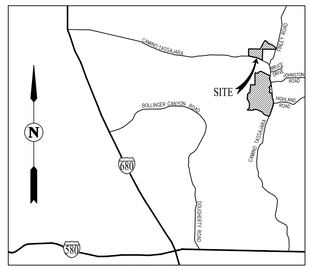
## LAND USE SUMMARY

| PROPOSED USE - NORTH | ACREAGE |
|---|---|
| SINGLE FAMILY RESIDENTIAL | |
| LOTS 1-125 | 21.97 |
| INTERIOR STREETS | 7.60 |
| PARCEL 'B' - OPEN SPACE | 0.12 |
| PARCEL 'C' - OPEN SPACE | 0.13 |
| PARCEL 'L' - OPEN SPACE | 0.11 |
| PARCEL 'M' - OPEN SPACE | 0.07 |
| ROADS | |
| PARCEL 'A' - SANITARY SEWER PUMP STATION | 0.02 |
| PARCEL 'F' - CAMINO TASSAJARA R/W | 3.00 |
| PARCEL 'G' - FINLEY ROAD R/W | 0.18 |
| PARKS | |
| PARCEL 'N' - COMMUNITY PARK | 0.66 |
| OPEN SPACE | |
| PARCEL 'D' - OPEN SPACE | 0.09 |
| PARCEL 'E' - OPEN SPACE | 117.82 |
| PARCEL 'H' - DETENTION BASIN | 2.95 |
| PARCEL 'K' - OPEN SPACE | 0.19 |
| PARCEL 'J' - STAGING AREA | 0.19 |
| TOTAL: | 155.1± |

| PROPOSED USE - SOUTH | ACREAGE |
|---|---|
| NON-RESIDENTIAL | |
| PARCEL A-2 FIRE TRAINING FACILITY (S.R.V.F.D.) | 7.0 |
| OPEN SPACE | |
| PARCEL B-2 | 609.0 |
| TOTAL: | 616.0± |

## SHEET INDEX:

TM 1 TITLE SHEET
TM 2 EXISTING BOUNDARY AND EASEMENTS - NORTH
TM 3 EXISTING BOUNDARY AND EASEMENTS - SOUTH
TM 4 SITE PLAN - NORTH
TM 5 SITE PLAN - NORTH
TM 6 GRADING AND DRAINAGE PLAN - NORTH
TM 7 UTILITY PLAN - NORTH
TM 8 STORMWATER CONTROL PLAN - NORTH
TM 9 LOT DEVELOPMENT STANDARDS
TM 10 SITE PLAN - SOUTH




VICINITY MAP
NOT TO SCALE

## GENERAL NOTES

1. OWNER DEVELOPER: ANDERSON & BONNIFIELD
1320 WILLOW PASS ROAD, SUITE 500
CONCORD, CA 94520
MIKE BONNIFIELD
PHONE: (925) 692-2242

2. CIVIL ENGINEER: CARLSON, BARBEE & GIBSON, INC.
2633 CAMINO RAMON, SUITE 350
SAN RAMON, CA 94583
RYAN HANSEN, P.E.
PHONE: (925) 866-0322

3. GEOTECHNICAL ENGINEER: ENGEO INCORPORATED
2010 CROW CANYON PLACE, SUITE
250 SAN RAMON, CA 94583
PHIL STUECHLI, G.E.
PHONE: (925) 866-9000

4. ENVIRONMENTAL CONSULTANT: MONK & ASSOCIATES
1136 SARANAP AVENUE, SUITE Q
WALNUT CREEK, CA 94595
HOPE KINGMA
PHONE: (925) 947-4867

5. ASSESSOR'S PARCEL NUMBER: 220-100-023, 206-030-065, 223-020-016, 223-020-018

6. CURRENT USE: AL (AGRICULTURAL LANDS) - NORTH AND SOUTH
CURRENT ZONING: A-80 (EXCLUSIVE AGRICULTURAL) - NORTH AND SOUTH

7. PROPOSED USE: SH (SINGLE FAMILY RESIDENTIAL HIGH) -NORTH
OS (OPEN SPACE) - NORTH AND SOUTH
PR (PARKS AND RECREATION) - NORTH
PS (PUBLIC/ SEMI PUBLIC) - SOUTH
PROPOSED ZONING: P-1 PLANNED UNIT - NORTH AND SOUTH
TOTAL SITE AREA: 155.1± ACRES, NORTH
616.0± ACRES, SOUTH
TOTAL NUMBER OF UNITS: 125 SINGLE FAMILY LOTS, NORTH

ALL PROPOSED PUBLIC IMPROVEMENTS TO BE DESIGNED IN ACCORDANCE WITHIN THE CONTRA COSTA COUNTY SUBDIVISION ORDINANCE (TITLE 9) EXCEPT AS NOTED IN THE CONDITIONS OF APPROVAL.

8. THE PROJECT WILL BE DEVELOPED IN A SINGLE PHASE. HOWEVER, MULTIPLE FINAL MAPS MAY BE FILED ON THE LANDS SHOWN ON THIS VESTING TENTATIVE MAP IN ACCORDANCE WITH ARTICLE 4, SECTION 66.456.1 OF THE SUBDIVISION MAP ACT.

9. UTILITIES:
WATER: MUTUAL WATER COMPANY
GAS & ELECTRIC: PACIFIC GAS & ELECTRIC
SANITARY SEWER: CENTRAL CONTRA COSTA SANITARY DISTRICT
STORM DRAIN: CONTRA COSTA COUNTY FLOOD CONTROL
FIRE: SAN RAMON VALLEY FIRE PROTECTION DISTRICT
TELEPHONE: AT&T

10. THE PROPOSED GRADING AS SHOWN ON SHEET TM 7 IS PRELIMINARY AND IS SUBJECT TO FINAL DESIGN. CORRECTIVE AND TRANSITION GRADING IN ORDER TO DAYLIGHT, BALANCE AND ENSURE PROPER DRAINAGE MAY BE REQUIRED OUTSIDE OF THE PRECISE GRADING LIMITS SHOWN. PRELIMINARY EARTHWORK QUANTITY IS 300,000 CY AND BALANCED. REMEDIAL GRADING REQUIRED BY GEOTECHNICAL ENGINEER IS NOT INCLUDED IN THE EARTHWORK QUANTITY. NO GRADING IS PROPOSED ON THE SOUTHERN SITE.

11. ALL GRADING WILL BE DONE IN CONFORMANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER AS CONTAINED IN HIS REPORTS OR SUPPLEMENTAL REPORTS REGARDING THIS PROJECT.

12. THE PROJECT WILL COMPLY WITH NPDES REQUIREMENTS INCLUDING THE FILING OF A NOTICE OF INTENT (NOI) AND PREPARATION OF A STORM WATER POLLUTION PREVENTION PLAN (SWPPP). ALL EROSION CONTROL MEASURES SHALL BE IN CONFORMANCE WITH THE CRITERIA AND STANDARDS OF CONTRA COSTA COUNTY AND ABAG.

13. NO AREAS WITHIN THIS PROJECT WHICH ARE BEING PROPOSED FOR DEVELOPMENT OF HABITABLE STRUCTURES ARE SUBJECT TO FLOODING OR INUNDATION PER FIRM 06013C0500 F NOR WILL DEVELOPMENT RESULT IN DOWNSTREAM FLOODING OR INUNDATION.

14. THE MAXIMUM BUILDING HEIGHT FOR A PROPOSED RESIDENTIAL STRUCTURE IS 35' AND TWO AND ONE HALF STORIES.

15. ALL GEOTECHNICAL RELATED ENGINEERING RECOMMENDATIONS HAVE BEEN PROVIDED BY THE PRELIMINARY GEOTECHNICAL REPORT PREPARED BY ENGEO INC. ENTITLED TASSAJARA PARKS SUBDIVISION 9280 DATED FEBRUARY 26, 2015.

# TITLE SHEET
# SUBDIVISION 9280
# PRELIMINARY & FINAL DEVELOPMENT PLAN & VESTING TENTATIVE MAP
# TASSAJARA PARKS

CONTRA COSTA COUNTY CALIFORNIA

0' 500' 1,500' 2,000'
SCALE: 1" = 500' DATE: AUGUST 18 , 2020

cbg Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
2633 CAMINO RAMON, SUITE 350
SAN RAMON, CALIFORNIA 94583
TEL (925) 866-0322

SHEET NUMBER
TM 1
OF 10 SHEETS

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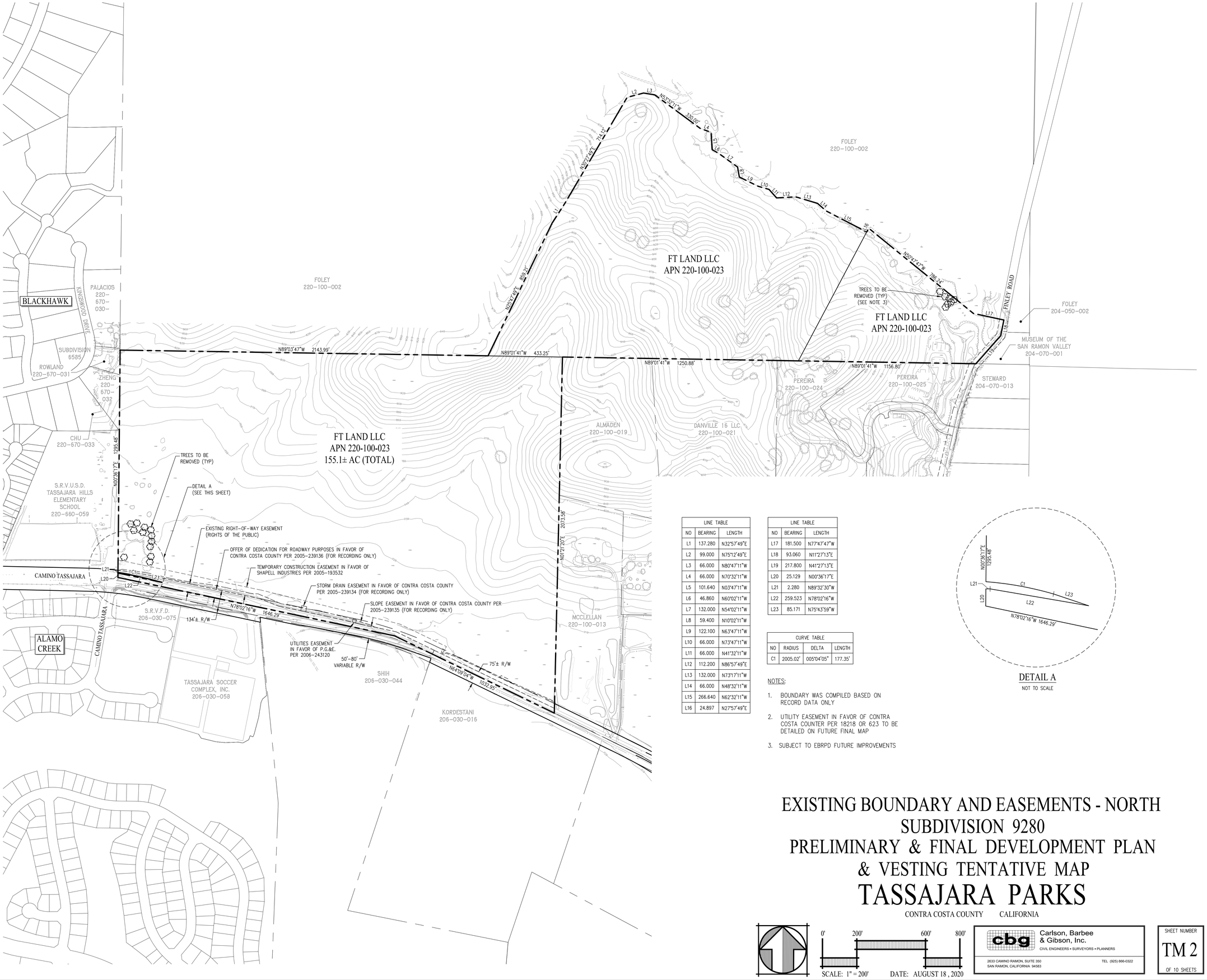


| LINE TABLE | | |
|---|---|---|
| NO | BEARING | LENGTH |
| L1 | 137.280 | N32°57'49"E |
| L2 | 99.000 | N75°12'49"E |
| L3 | 66.000 | N80°47'11"W |
| L4 | 66.000 | N70°32'11"W |
| L5 | 101.640 | N03°47'11"W |
| L6 | 46.860 | N60°02'11"W |
| L7 | 132.000 | N54°02'11"W |
| L8 | 59.400 | N10°02'11"W |
| L9 | 122.100 | N63°47'11"W |
| L10 | 66.000 | N73°47'11"W |
| L11 | 66.000 | N41°32'11"W |
| L12 | 112.200 | N86°57'49"E |
| L13 | 132.000 | N73°17'11"W |
| L14 | 66.000 | N48°32'11"W |
| L15 | 266.640 | N62°32'11"W |
| L16 | 24.897 | N27°57'49"E |

| LINE TABLE | | |
|---|---|---|
| NO | BEARING | LENGTH |
| L17 | 181.500 | N77°47'47"W |
| L18 | 93.060 | N11°27'13"E |
| L19 | 217.800 | N41°27'13"E |
| L20 | 25.129 | N00°36'17"E |
| L21 | 2.280 | N89°32'30"W |
| L22 | 259.523 | N78°02'16"W |
| L23 | 85.171 | N75°43'59"W |

| CURVE TABLE | | | |
|---|---|---|---|
| NO | RADIUS | DELTA | LENGTH |
| C1 | 2005.02' | 005°04'05" | 177.35' |

NOTES:

1. BOUNDARY WAS COMPILED BASED ON RECORD DATA ONLY
2. UTILITY EASEMENT IN FAVOR OF CONTRA COSTA COUNTER PER 18218 OR 623 TO BE DETAILED ON FUTURE FINAL MAP
3. SUBJECT TO EBRPD FUTURE IMPROVEMENTS




DETAIL A

NOT TO SCALE

# EXISTING BOUNDARY AND EASEMENTS - NORTH
# SUBDIVISION 9280
# PRELIMINARY & FINAL DEVELOPMENT PLAN
# & VESTING TENTATIVE MAP
# TASSAJARA PARKS

CONTRA COSTA COUNTY CALIFORNIA

0' 200' 600' 800'

SCALE: 1" = 200' DATE: AUGUST 18 , 2020

cbg
Carlson, Barbee & Gibson, Inc.
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SAN RAMON, CALIFORNIA 94583
TEL (925) 866-0322

SHEET NUMBER
TM 2
OF 10 SHEETS

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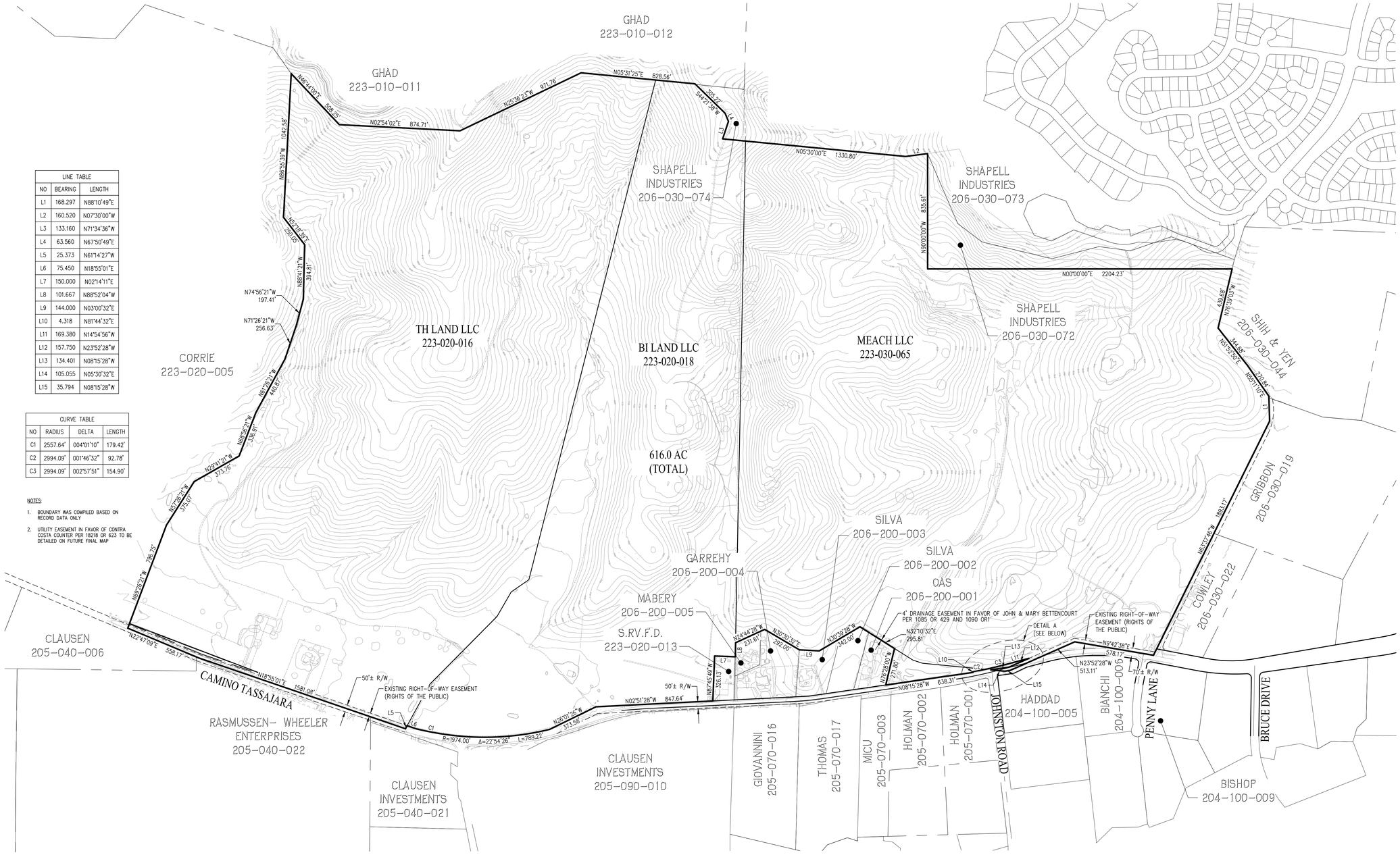
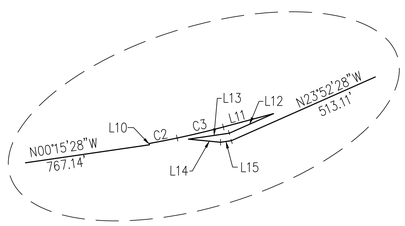
| LINE TABLE | | |
|---|---|---|
| NO | BEARING | LENGTH |
| L1 | 168.297 | N88°10'49"E |
| L2 | 160.520 | N07°30'00"W |
| L3 | 133.160 | N71°34'36"W |
| L4 | 63.560 | N67°50'49"E |
| L5 | 25.373 | N61°14'27"W |
| L6 | 75.450 | N18°55'01"E |
| L7 | 150.000 | N02°14'11"E |
| L8 | 101.667 | N88°52'04"W |
| L9 | 144.000 | N03°00'32"E |
| L10 | 4.318 | N81°44'32"E |
| L11 | 169.380 | N14°54'56"W |
| L12 | 157.750 | N23°52'28"W |
| L13 | 134.401 | N08°15'28"W |
| L14 | 105.055 | N05°30'32"E |
| L15 | 35.794 | N08°15'28"W |

| CURVE TABLE | | | |
|---|---|---|---|
| NO | RADIUS | DELTA | LENGTH |
| C1 | 2557.64' | 004°01'10" | 179.42' |
| C2 | 2994.09' | 001°46'32" | 92.78' |
| C3 | 2994.09' | 002°57'51" | 154.90' |

NOTES:

1. BOUNDARY WAS COMPILED BASED ON RECORD DATA ONLY
2. UTILITY EASEMENT IN FAVOR OF CONTRA COSTA COUNTER PER 18218 OR 623 TO BE DETAILED ON FUTURE FINAL MAP




DETAIL A

NOT TO SCALE

# EXISTING BOUNDARY AND EASEMENTS - SOUTH
## SUBDIVISION 9280
## PRELIMINARY & FINAL DEVELOPMENT PLAN & VESTING TENTATIVE MAP
# TASSAJARA PARKS

CONTRA COSTA COUNTY CALIFORNIA

0' 300' 900' 1,200'

SCALE: 1" = 300' DATE: AUGUST 18 , 2020


Carlson, Barbee & Gibson, Inc.
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SHEET NUMBER
TM 3
OF 10 SHEETS

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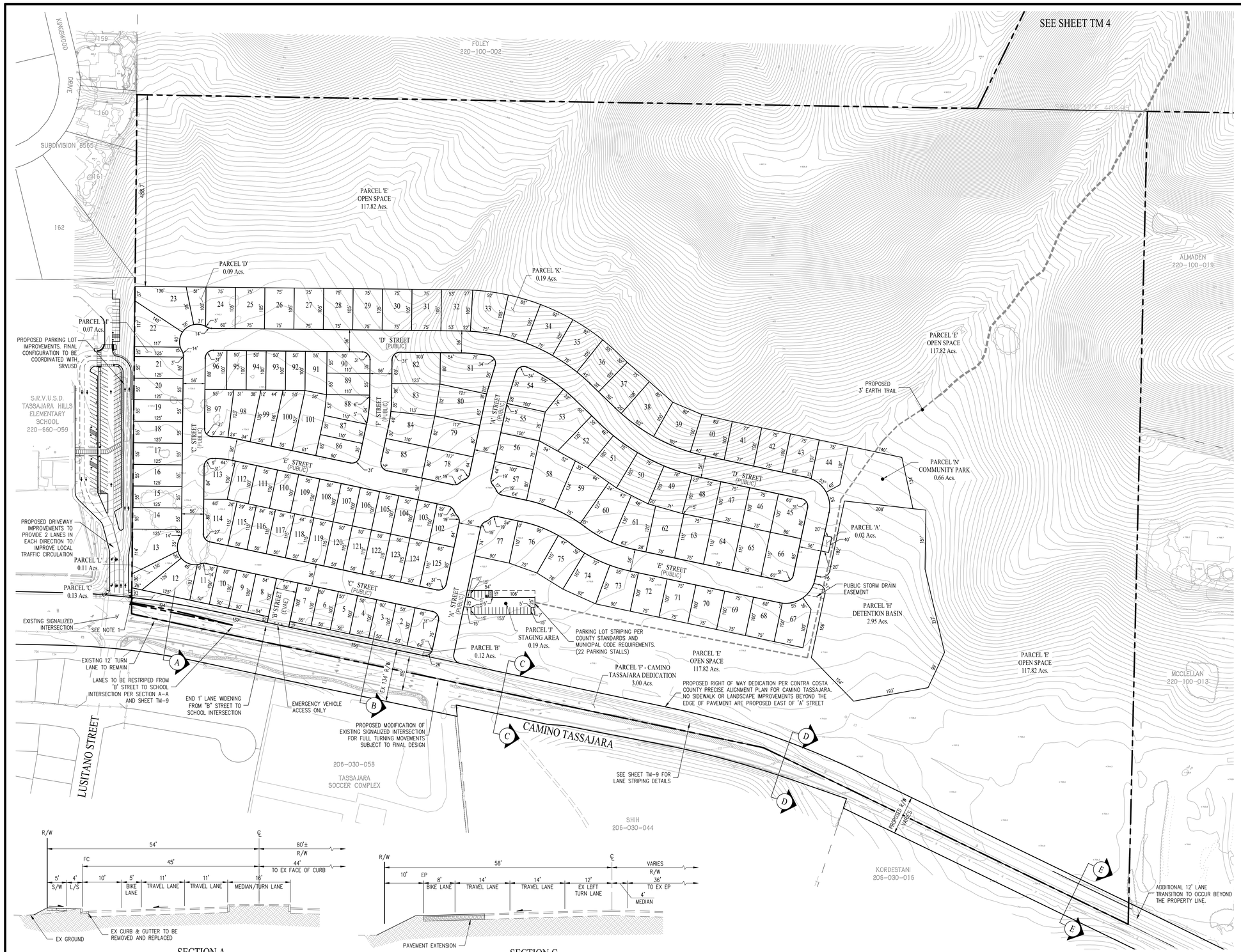
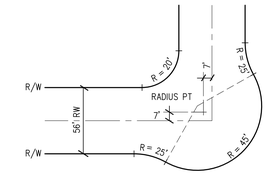


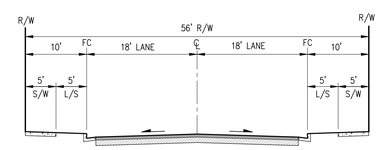

| LOT AREA | |
|---|---|
| LOT | AREA (SF) |
| 1 | 6,413 |
| 2 | 5,000 |
| 3 | 5,000 |
| 4 | 5,000 |
| 5 | 5,000 |
| 6 | 5,000 |
| 7 | 5,500 |
| 8 | 5,400 |
| 9 | 5,000 |
| 10 | 5,000 |
| 11 | 5,038 |
| 12 | 8,091 |
| 13 | 10,017 |
| 14 | 6,875 |
| 15 | 6,875 |
| 16 | 6,875 |
| 17 | 6,875 |
| 18 | 6,875 |
| 19 | 6,875 |
| 20 | 6,875 |
| 21 | 6,875 |
| 22 | 9,290 |
| 23 | 11,275 |
| 24 | 7,851 |
| 25 | 7,875 |
| 26 | 7,875 |
| 27 | 7,875 |
| 28 | 7,875 |
| 29 | 7,875 |
| 30 | 7,875 |
| 31 | 7,875 |
| 32 | 8,132 |
| 33 | 8,749 |
| 34 | 8,749 |
| 35 | 8,749 |
| 36 | 8,394 |
| 37 | 8,252 |
| 38 | 9,536 |
| 39 | 9,208 |
| 40 | 8,469 |
| 41 | 7,674 |
| 42 | 7,500 |

| LOT AREA | |
|---|---|
| LOT | AREA (SF) |
| 43 | 7,505 |
| 44 | 8,396 |
| 45 | 7,914 |
| 46 | 7,500 |
| 47 | 7,500 |
| 48 | 7,742 |
| 49 | 8,438 |
| 50 | 8,616 |
| 51 | 8,596 |
| 52 | 9,151 |
| 53 | 11,373 |
| 54 | 10,445 |
| 55 | 7,564 |
| 56 | 7,500 |
| 57 | 7,588 |
| 58 | 12,744 |
| 59 | 11,453 |
| 60 | 10,244 |
| 61 | 9,896 |
| 62 | 8,793 |
| 63 | 8,625 |
| 64 | 8,625 |
| 65 | 8,625 |
| 66 | 9,114 |
| 67 | 8,243 |
| 68 | 7,501 |
| 69 | 7,500 |
| 70 | 7,500 |
| 71 | 7,500 |
| 72 | 7,500 |
| 73 | 8,346 |
| 74 | 8,536 |
| 75 | 8,608 |
| 76 | 10,329 |
| 77 | 9,487 |
| 78 | 8,964 |
| 79 | 9,593 |
| 80 | 9,806 |
| 81 | 12,061 |
| 82 | 9,752 |
| 83 | 8,963 |
| 84 | 8,391 |

| LOT AREA | |
|---|---|
| LOT | AREA (SF) |
| 85 | 8,714 |
| 86 | 5,964 |
| 87 | 5,500 |
| 88 | 7,107 |
| 89 | 6,050 |
| 90 | 5,964 |
| 91 | 5,775 |
| 92 | 5,000 |
| 93 | 5,000 |
| 94 | 5,000 |
| 95 | 5,000 |
| 96 | 5,414 |
| 97 | 7,968 |
| 98 | 8,037 |
| 99 | 7,711 |
| 100 | 8,319 |
| 101 | 9,494 |
| 102 | 6,088 |
| 103 | 5,000 |
| 104 | 5,000 |
| 105 | 5,000 |
| 106 | 5,000 |
| 107 | 5,000 |
| 108 | 5,579 |
| 109 | 5,500 |
| 110 | 5,500 |
| 111 | 5,500 |
| 112 | 5,500 |
| 113 | 7,094 |
| 114 | 8,233 |
| 115 | 5,750 |
| 116 | 5,750 |
| 117 | 5,750 |
| 118 | 5,750 |
| 119 | 5,750 |
| 120 | 5,750 |
| 121 | 5,750 |
| 122 | 5,750 |
| 123 | 5,750 |
| 124 | 5,750 |
| 125 | 7,389 |




TYPICAL KNUCKLE DETAIL
NOT TO SCALE




TYPICAL 56' RIGHT-OF-WAY SECTION
NOT TO SCALE

NOTES:

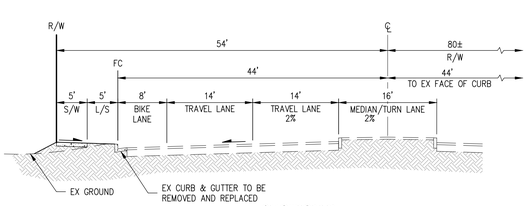
1. CAMINO TASSAJARA AND TASSAJARA ELEMENTARY HILLS FRONTAGE IMPROVEMENTS ARE SUBJECT TO FINAL DESIGN, TO BE COORDINATED WITH SRVUSD. IMPROVEMENTS INCLUDE BUT ARE NOT LIMITED TO THE RELOCATION OF EXISTING CATCH BASINS, TRAFFIC SIGNALS, ACCESSIBLE RAMPS, AND CURB RETURNS.
2. SEE SHEET TM-9 FOR PROPOSED CAMINO TASSAJARA STRIPING PLAN



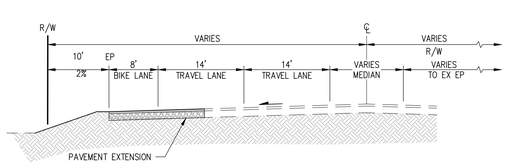

SECTION A
NOT TO SCALE



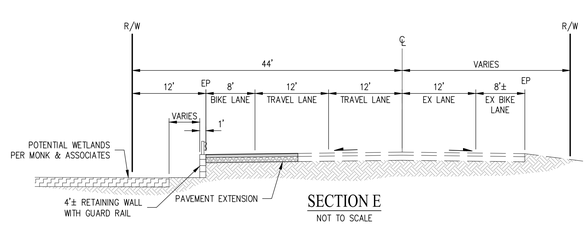

SECTION C
NOT TO SCALE




SECTION B
NOT TO SCALE




SECTION D
NOT TO SCALE




SECTION E
NOT TO SCALE

# SITE PLAN - NORTH
# SUBDIVISION 9280
# PRELIMINARY & FINAL DEVELOPMENT PLAN & VESTING TENTATIVE MAP
# TASSAJARA PARKS

CONTRA COSTA COUNTY CALIFORNIA

0' 100' 300' 400'

SCALE: 1" = 100' DATE: AUGUST 18 , 2020


Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
2633 CAMINO RAMON, SUITE 350
SAN RAMON, CALIFORNIA 94583
TEL (925) 866-0322


SHEET NUMBER
TM 4
OF 10 SHEETS

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# SITE PLAN - NORTH
## SUBDIVISION 9280
## PRELIMINARY & FINAL DEVELOPMENT PLAN
## & VESTING TENTATIVE MAP
# TASSAJARA PARKS

CONTRA COSTA COUNTY CALIFORNIA

0' 100' 300' 400'

SCALE: 1" = 100' DATE: AUGUST 18 , 2020

cbg Carlson, Barbee & Gibson, Inc.
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SHEET NUMBER
TM5
OF 10 SHEETS

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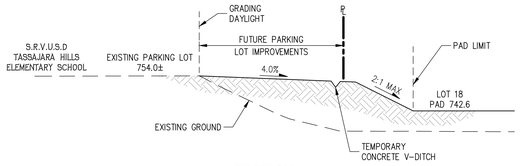
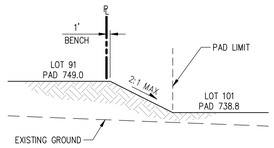
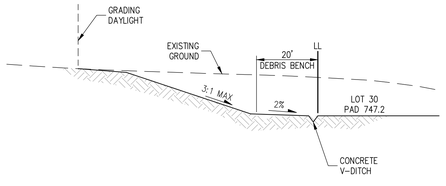


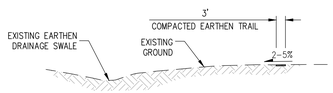

SECTION A-A
NOT TO SCALE



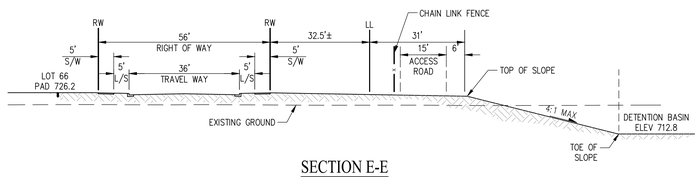

SECTION B-B
NOT TO SCALE




SECTION C-C
NOT TO SCALE




SECTION D-D
NOT TO SCALE




SECTION E-E
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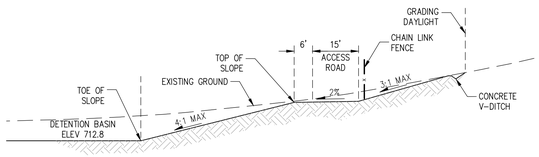
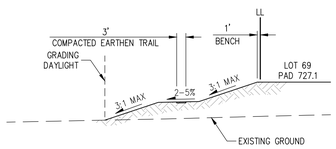
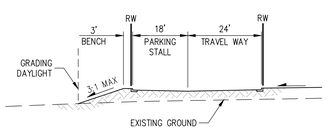


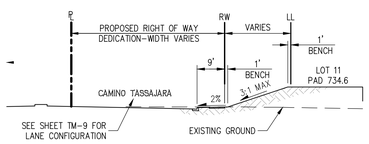

SECTION F-F
NOT TO SCALE




SECTION G-G
NOT TO SCALE




SECTION H-H
NOT TO SCALE




SECTION I-I
NOT TO SCALE

## LEGEND:

| EXISTING | PROPOSED | |
|---|---|---|
| + 500 | + 500 | SPOT ELEVATION |
| 12 | 12 | LOT NUMBER |
| ○ | ● | MANHOLE |
| | | SIDEWALK |
| □ | ■ | CATCH BASIN |
| ⊠ | ⧗ | FIELD INLET |
| | | SUBDIVISION BOUNDARY |
| | | RIGHT OF WAY |
| | | LOT LINE |
| | | CENTERLINE |
| | | EASEMENT LINE |
| | | PROPOSED TRAIL |
| EX SD | SD | STORM DRAIN LINE |
| | W | WATER LINE |
| | 1% | DIRECTION\SLOPE OF FLOW |
| | | DIRECTION OF FLOW |

NOTES:

1. ROUNDABOUT SUBJECT TO PUBLIC WORKS AND FIRE DEPARTMENT APPROVAL

# GRADING AND DRAINAGE PLAN - NORTH
# SUBDIVISION 9280
# PRELIMINARY & FINAL DEVELOPMENT PLAN
# & VESTING TENTATIVE MAP
# TASSAJARA PARKS

CONTRA COSTA COUNTY CALIFORNIA

0' 100' 300' 400'

SCALE: 1" = 100' DATE: AUGUST 18 , 2020


cbg Carlson, Barbee & Gibson, Inc.
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SHEET NUMBER
TM 6
OF 10 SHEETS

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## LEGEND:

| EXISTING | PROPOSED | |
|---|---|---|
| + 500 | + 500 | SPOT ELEVATION |
| 12 | 12 | LOT NUMBER |
| ○ | ● | MANHOLE |
| | | SIDEWALK |
| □ | ■ | CATCH BASIN |
| ⊠ | ⊠ | FIELD INLET |
| | | SUBDIVISION BOUNDARY |
| | | RIGHT OF WAY |
| | | LOT LINE |
| | | CENTERLINE |
| | | EASEMENT LINE |
| | | PROPOSED TRAIL |
| EX SS | SS | SANITARY SEWER MAIN |
| | SSFM | SANITARY SEWER FORCE MAIN |
| EX SD | SD | STORM DRAIN LINE |
| EX W | W | WATER LINE |
| | 1% | DIRECTION\SLOPE OF FLOW |
| | | DIRECTION OF FLOW |
| | | BIO-RETENTION AREA |

## NOTES:

1. THE MINIMUM PIPE SIZE FOR STORM DRAIN NOT SHOWN IS 15".
2. UTILITY LAYOUT AND PIPE SIZES ARE SUBJECT TO FINAL DESIGN.
3. THE PRIVATE PUMP STATION SHALL BE CONSTRUCTED TO CCCSD STANDARDS
4. ALL PROPOSED PIPE TYPES WILL FOLLOW CENTRAL CONTRA COSTA SANITARY DISTRICT STANDARDS AND BE DETAILED ON IMPROVEMENT PLANS

# UTILITY PLAN - NORTH
# SUBDIVISION 9280
# PRELIMINARY & FINAL DEVELOPMENT PLAN & VESTING TENTATIVE MAP
# TASSAJARA PARKS

CONTRA COSTA COUNTY CALIFORNIA

0' 100' 300' 400'

SCALE: 1" = 100' DATE: AUGUST 18 , 2020

cbg Carlson, Barbee & Gibson, Inc.
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SAN RAMON, CALIFORNIA 94583
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SHEET NUMBER
TM7
OF 10 SHEETS

G:\1536-10\ACAD\TM-TM-07.DWG

## LEGEND:

| EXISTING | PROPOSED | |
|---|---|---|
| + 500 | + 500 | SPOT ELEVATION |
| 12 | 12 | LOT NUMBER |
| | | MANHOLE |
| | | SIDEWALK |
| | | CATCH BINLET |
| | | FIELD INLET |
| | | SUBDIVISION BOUNDARY |
| | | RIGHT OF WAY |
| | | LOT LINE |
| | | CENTERLINE |
| | | EASEMENT LINE |
| | | PROPOSED TRAIL |
| EX SS | SS | SANITARY SEWER MAIN |
| | SSFM | SANITARY SEWER FORCE MAIN |
| EX SD | SD | STORM DRAIN LINE |
| | W | WATER LINE |
| | 1% | DIRECTION\SLOPE OF FLOW |
| | | DIRECTION OF FLOW |
| | | DRAINAGE MANAGEMENT AREA |

## DMA SUMMARY TABLE

| | |
|---|---|
| DRAINAGE MANAGEMENT AREA 1 (DMA 1) | |
| ASPHALT | 262,116 SF |
| CONCRETE | 120,615 SF |
| CONVENTIONAL ROOF | 573,659 SF |
| LANDSCAPING | 334,634 SF |
| DRAINS TO | IMP 1 |
| SELF RETAINING AREA (DMA 2) | |
| ASPHALT | 0 SF |
| CONCRETE | 5,850 SF |
| CONVENTIONAL ROOF | 0 SF |
| LANDSCAPING | 304,111 SF |
| DRAINS TO | STORM DRAIN |

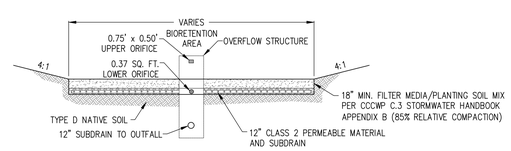
NOTE:
IMP CALCULATIONS WERE COMPLETED USING THE FIFTH EDITION IMP SIZING CALCULATOR PER THE SIXTH EDITION C.3 MANUAL PROVIDED BY THE CONTRA COSTA CLEAN WATER PROGRAM.

## IMP SUMMARY TABLE

| | |
|---|---|
| INTEGRATED MANAGEMENT PRACTICE 1 (IMP 1) | |
| FACILITY TYPE | BIO-RETENTION AREA |
| PROPOSED AREA (A) | 40,937 SF |
| REQUIRED AREA (A)-TREATMENT ONLY IMP SIZING | 39,594 SF |

NOTES:

1. THE HYDROMODIFICATION ANALYSIS OF THE PROPOSED PROJECT WILL BE INCLUDED IN THE DESIGN OF THE DETENTION BASIN, SUBJECT TO FINAL DESIGN.
2. TYPE D-SOIL WAS DETERMINED FROM THE NATURAL RESOURCE CONSERVATION SERVICE WEB SOIL SURVEY.
3. LOT COVERAGE WAS ASSUMED TO BE 60% ROOF, 5% CONCRETE, AND 35% LANDSCAPE PER LOT. SUBJECT TO FINAL DESIGN
4. OVERFLOW STRUCTURE ORIFICE CALCULATIONS PER THE BALANCE HYDROLOGIST MODEL REPORT DATED FEBRUARY 4, 2016




# STORMWATER CONTROL PLAN
# SUBDIVISION 9280
# PRELIMINARY & FINAL DEVELOPMENT PLAN
# & VESTING TENTATIVE MAP
# TASSAJARA PARKS

CONTRA COSTA COUNTY CALIFORNIA

0' 100' 300' 400'

SCALE: 1" = 100' DATE: AUGUST 18 , 2020


Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
2633 CAMINO RAMON, SUITE 350
SAN RAMON, CALIFORNIA 94583
TEL (925) 866-0322


SHEET NUMBER
TM 8
OF 10 SHEETS

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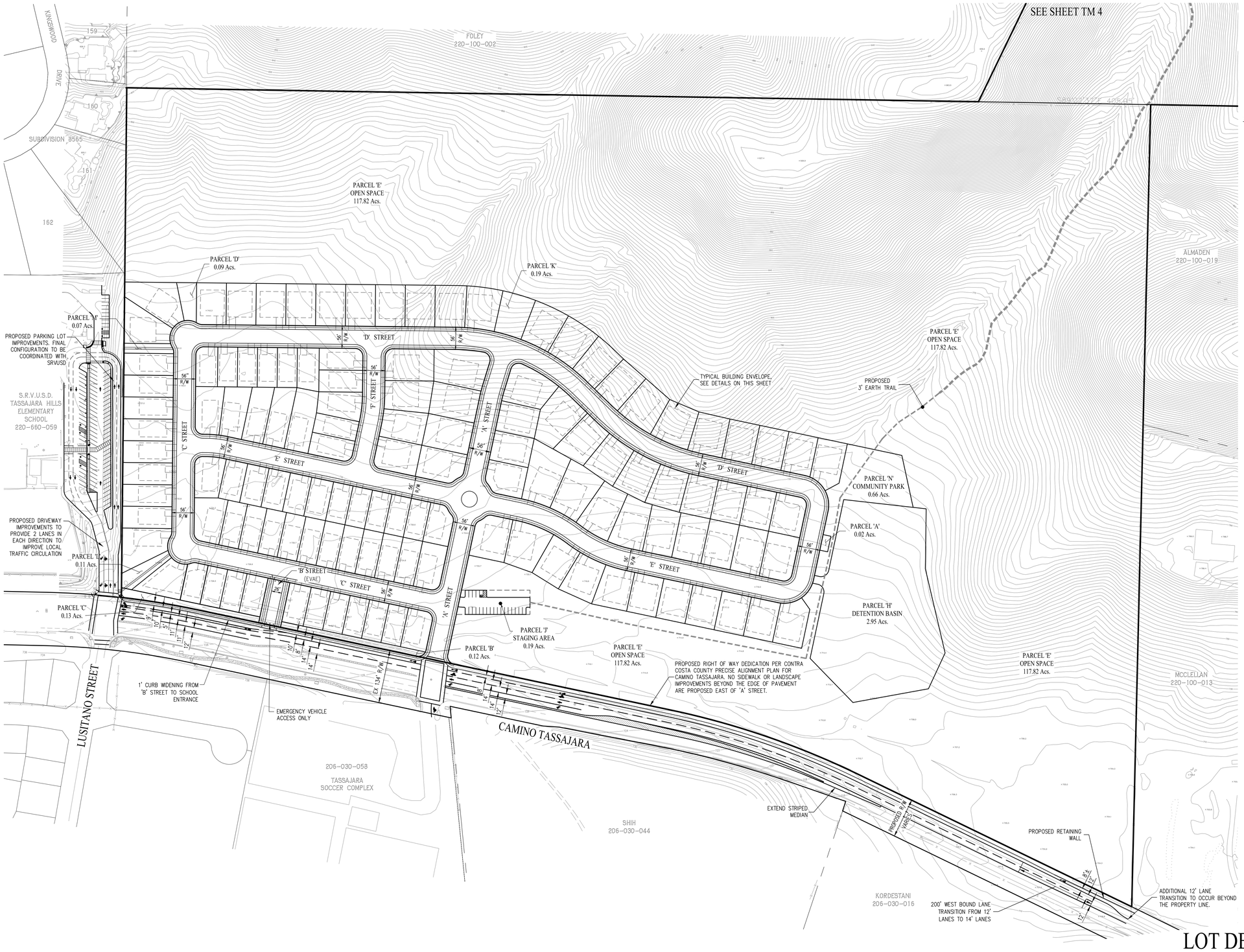
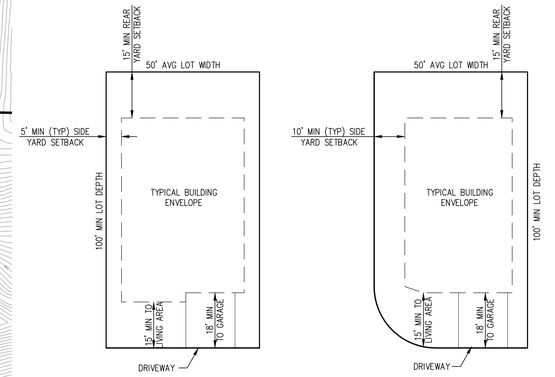


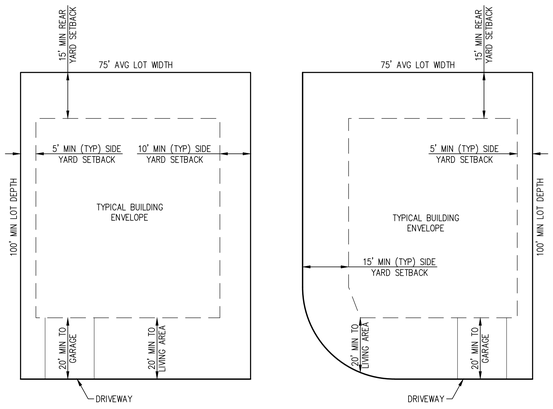




STANDARD LOT

CORNER LOT

5,000' MINIMUM LOT SETBACKS

NOT TO SCALE




STANDARD LOT

CORNER LOT

7,500' MINIMUM LOT SETBACKS

NOT TO SCALE

NOTE:
FOR ACCESSORY STRUCTURES LOCATED AT LEAST 50' FROM THE FRONT PROPERTY LINE, THE MINIMUM SIDE AND REAR YARD SETBACKS CAN BE REDUCED TO 3'.

# LOT DEVELOPMENT STANDARDS
# SUBDIVISION 9280
# PRELIMINARY & FINAL DEVELOPMENT PLAN
# & VESTING TENTATIVE MAP
# TASSAJARA PARKS

CONTRA COSTA COUNTY CALIFORNIA

0' 100' 300' 400'

SCALE: 1" = 100' DATE: AUGUST 18 , 2020

cbg Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
2633 CAMINO RAMON, SUITE 350
SAN RAMON, CALIFORNIA 94583
TEL (925) 866-0322

SHEET NUMBER
TM 9
OF 10 SHEETS

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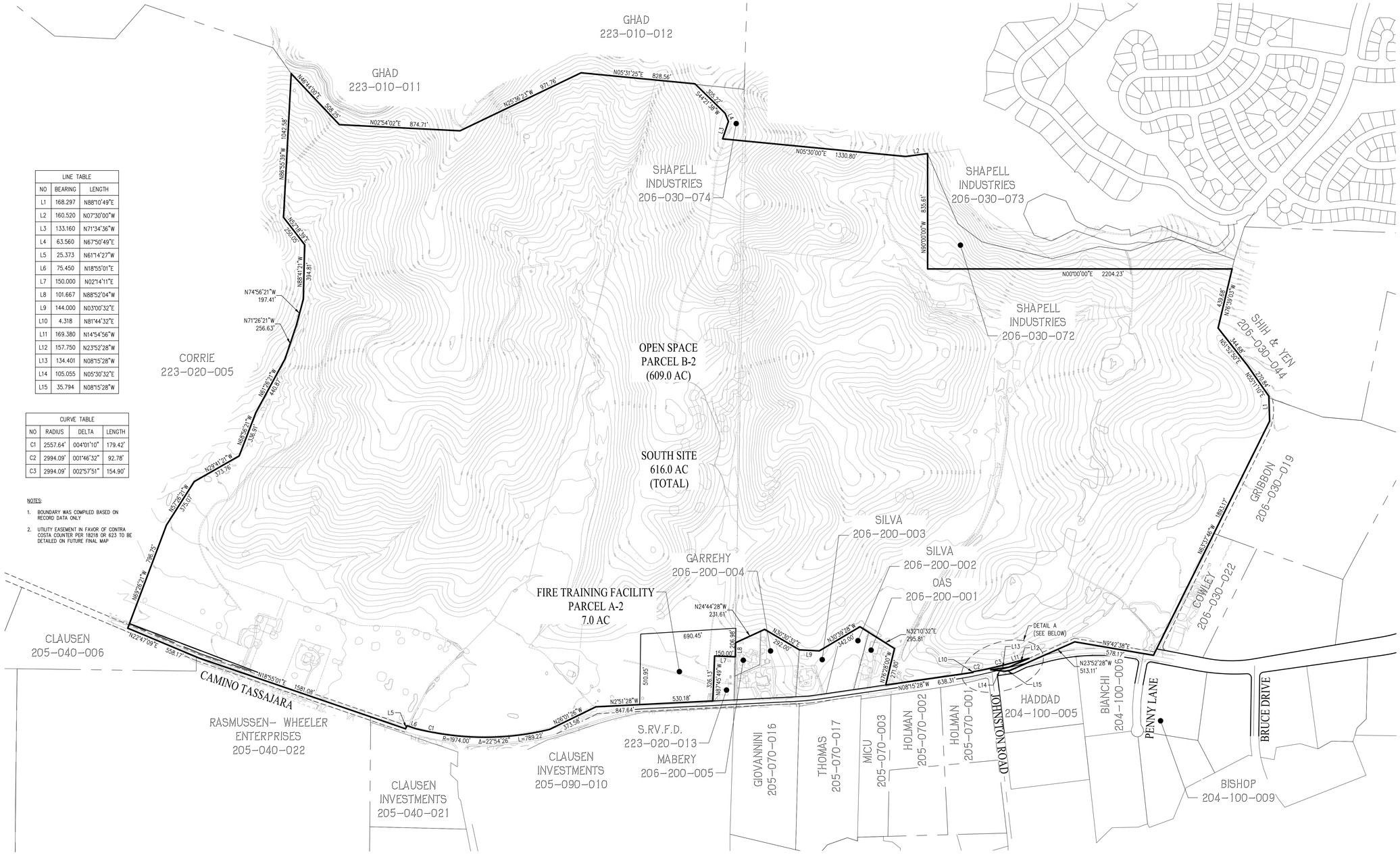
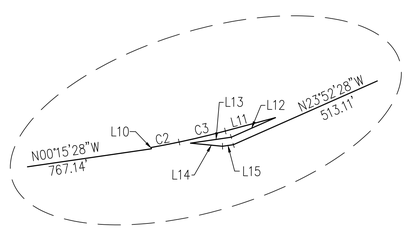
| LINE TABLE | | |
|---|---|---|
| NO | BEARING | LENGTH |
| L1 | 168.297 | N88°10'49"E |
| L2 | 160.520 | N07°30'00"W |
| L3 | 133.160 | N71°34'36"W |
| L4 | 63.560 | N67°50'49"E |
| L5 | 25.373 | N61°14'27"W |
| L6 | 75.450 | N18°55'01"E |
| L7 | 150.000 | N02°14'11"E |
| L8 | 101.667 | N88°52'04"W |
| L9 | 144.000 | N03°00'32"E |
| L10 | 4.318 | N81°44'32"E |
| L11 | 169.380 | N14°54'56"W |
| L12 | 157.750 | N23°52'28"W |
| L13 | 134.401 | N08°15'28"W |
| L14 | 105.055 | N05°30'32"E |
| L15 | 35.794 | N08°15'28"W |

| CURVE TABLE | | | |
|---|---|---|---|
| NO | RADIUS | DELTA | LENGTH |
| C1 | 2557.64' | 004°01'10" | 179.42' |
| C2 | 2994.09' | 001°46'32" | 92.78' |
| C3 | 2994.09' | 002°57'51" | 154.90' |

NOTES:

1. BOUNDARY WAS COMPILED BASED ON RECORD DATA ONLY
2. UTILITY EASEMENT IN FAVOR OF CONTRA COSTA COUNTER PER 18218 OR 623 TO BE DETAILED ON FUTURE FINAL MAP




DETAIL A

NOT TO SCALE

# SITE PLAN - SOUTH
# SUBDIVISION 9280
# PRELIMINARY & FINAL DEVELOPMENT PLAN
# & VESTING TENTATIVE MAP
# TASSAJARA PARKS

CONTRA COSTA COUNTY CALIFORNIA

0' 300' 900' 1,200'

SCALE: 1" = 300' DATE: AUGUST 18 , 2020


cbg Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
2633 CAMINO RAMON, SUITE 350
SAN RAMON, CALIFORNIA 94583
TEL (925) 866-0322


SHEET NUMBER
TM10
OF 10 SHEETS

G:\1536-10\ACAD\TM\TM-10.DWG

# Public Comment

**From:** Ruby Horta
**To:** Sean Tully
**Cc:** Don Avelar
**Subject:** FW: Tassajara Parks SD-10-9280
**Date:** Wednesday, September 23, 2020 1:18:56 PM

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Hi Sean,

We received the notice of availability of the FEIR for the Tassajara Parks Project. We have reviewed and wanted to clarify a response on Pg. 3-10, "As noted in the impact discussion for TRANS-8, the Central **Contra Costa** ~~County~~ Transit Authority (CCCTA; "County Connection") operates flex service ~~and also operates the TRAFFIX school bus service~~."

County Connection **does not** operate the TRAFFIX school bus service. It is my understanding that the TRAFFIX program contracts out the operations to First Student. Although that may have changed during COVID-19.

Additionally, I just wanted to forward you the email Don sent back in 2015 regarding potential public transit access.

Let me know if you have any questions.

-Ruby

**From:** Don Avelar <avelar@countyconnection.com>
**Sent:** Thursday, March 5, 2015 3:21 PM
**To:** john.oborne@dcd.cccounty.us
**Subject:** Tassajara Parks SD-10-9280

John Oborne March 5, 2015
Contra Costa County
Department of Conservation and Development
Community Development Division
30 Muir Rd
Martinez, Ca 94553-4601

Subject: Tassajara Parks SD-10-9280

Dear Mr. Oborne,

The County Connection requests a bus turn out with an ADA accessible area with adequate lighting for a bus stop on Camino Tassajara, approximately 100 to 150 feet West of "A" Street to be included as part of the project.

We also would like to request that the roundabout at the intersection of "A" Street and "E" Street be designed to accommodate a forty foot bus.

Below is a link to the Orange County Transportation Authority's Bus Stop Guidelines on County Connection's website.

http://countyconnection.com/wp-content/uploads/2010/06/OCTA-Bus-Stop-Guidelines-2004.pdf

If you have any questions, please do not hesitate to call me at 925-680-2085.

Sincerely,

Don Avelar
Chief Service Scheduler
County Connection
2477 Arnold Industrial Way
Concord, Ca 94520
Office: (925) 680-2085
Fax: (925) 686-2630
avelar@countyconnection.com

| | |
|---|---|
| **From:** | DCD PlanningHearing |
| **To:** | Sean Tully |
| **Subject:** | FW: Tassajara Valley Park Development |
| **Date:** | Monday, September 21, 2020 11:50:19 AM |

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**From:** Ddeluc9160 <ddeluc9160@aol.com>
**Sent:** Sunday, September 20, 2020 7:47 PM
**To:** DCD PlanningHearing <PlanningHearing@dcd.cccounty.us>
**Subject:** Tassajara Valley Park Development

Contra Costa County Planning Commission;

I encourage you to vote NO to the developers who want to proceed with the Tassajara Valley Park Development.
This development violates the ULL voted in by the citizens of Contra Costa County.
The projected housing will not be affordable to a majority of citizens who need it.
It is ludicrous to think that water conservation efforts will be able to supply the housing development.
Please listen to the voters who want to maintain the ULL and stop developments like these.
Consider housing projects near transit centers that will provide affordable housing for citizens who need it.
Please vote NO on the Tassajara Valley Park Project.

Thanks,

Joe Delucchi
1450 Finley Rd.

September 22nd 2020

RECEIVED on 9/22/2020
By Contra Costa County
Department of Conservation and Development

Mr. Sean Tully, Principal Planner DCD
Department of Conservation of Development
Contra Costa County
30 Muir Road
Martinez, CA 94553

Re: FEIR Tassajara Parks Project and 9/30/20 Contra Costa County Planning Commission Public Hearing

Dear Mr. Tully and Contra Costa County Planning Commissioners,

**Greenbelt Alliance strongly urges you to deny approval of the proposed amendment to the County General Plan from FT Land LLC to modify the boundary of the voter-approved Urban Limit Line.** Additionally, we want to make sure the Planning Commission has had time to fully review the 850 page FEIR and would like to respectfully request an extension of this meeting to give planning commissioners adequate time to read through the provided materials in order to make an informed decision.

Greenbelt Alliance is an environmental non-profit that encourages both the protection of open space as well as directing development and growth into our existing communities. We have been working for over 30 years to fight sprawl development in the Tassajara Valley. We have major concerns about this project. Developments of this kind and in this location will actually put your communities and our region at greater risk of the effects of climate change.

City boundaries were created for a reason; we need to protect our open spaces and focus growth inside the city limits. An amendment to the city's General Plan to allow development beyond city lines would have severe environmental and safety implications for generations to come. As illustrated by the recent fires, we already feel the effects of climate change on a regular basis. The pace of climate change is accelerating and there are two ways we can solve this:

1) **Mitigation:** We need to reduce our Greenhouse Gas Emissions (GhG). We need to build safe, healthy communities where residents can walk, bike and take transit to get to where they need to go. We need to build homes closer together in existing neighborhoods close to existing city infrastructure.
2) **Adaption:** Fires are already part of our lives annually and the severity of each fire season is increasing. By building homes on open space and far from existing infrastructure you are putting your existing communities at risk. You need to build homes closer to existing neighborhoods and take precautionary measures to reduce fire risk in open spaces.

Protecting the urban limit line is a critical way to maintain fire boundaries and reduce our greenhouse gas emissions. In December 2016 the Board of Supervisors approved the Urban Limit Line Mid-Term review which stated that the ULL analysis demonstrates that sufficient capacity exists countywide inside the ULL to accommodate housing and growth through 2036. Contra Costa County has space to grow in a climate SMART way. **Do not move the ULL, thereby risking the health of our communities and the resilience of our region.**

We have significant concerns with the FEIR, including major failures to account for significant project impacts and cumulative impacts for the county and region. In particular, we are concerned about the lack of adequate project alternatives to accommodate growth within the ULL; impacts on water supply, growth inducement, loss of critical habitat, and generation of traffic and air pollution; and the inadequate description of these effects on Contra Costa County's general plan and growth management policies from the expansion of the County's voter-approved Urban Limit Line (ULL).

The petition to protect the Contra Costa Urban Limit Line by the Tassajara Valley Preservation Association has nearly 4,000 signatures. Additionally, the project's footprint is larger than 30 acres which would require four-fifths vote of the Board of Supervisors, approval of voters, as well as one of seven findings specified in measure L.

**We implore you to think about the health and safety of your current and future residents and vote NO on this project.** We need to build communities that reduce greenhouse gas emissions, protect our open spaces and save our wildlife. Greenbelt Alliance looks forward to endorsing future fire safe developments in Contra Costa County that reduce emissions and help achieve regional climate goals.

Sincerely,

Zoe Siegel
Director of Climate Resilience
zsiegel@greenbelt.org
Greenbelt Alliance
zsiegel@greenbelt.org

| | |
|---|---|
| **From:** | DCD PlanningHearing |
| **To:** | Sean Tully |
| **Subject:** | FW: September 30 Planning Hearing |
| **Date:** | Monday, September 21, 2020 11:50:25 AM |

---

**From:** Douglas Lacey <dnlacey@att.net>
**Sent:** Sunday, September 20, 2020 11:57 AM
**To:** DCD PlanningHearing <PlanningHearing@dcd.cccounty.us>
**Cc:** suoervisor_burgis@bos.cccounty.us; csilvani@att.net
**Subject:** September 30 Planning Hearing

To All:

As residents of the Tassajara Valley, we are voicing our strong opposition to the proposed 30 acre variance for development beyond the ULL. We are sorry to see this issue continue to arise, but we recognize the due diligence and due process that have to be applied in this instance. To us, it seems like "Groundhog Day" without the improvement each time the sun rises. The time is now to put this issue to rest and reject it.

For the sake of discussion, let's set aside our **disbelief** that this EIR successfully addresses traffic congestion, water resources, school resources, and benefits to the county in terms of tax dollars vs. the costs of continuing infrastructure support. We'll call it a "willing suspension of disbelief" for now. Suffice it to say that many others will doubtless weigh in on these more technical issues.

If you take a look around, you will discover that this project plants 30 acres of housing in a region of CC County that is now at major wildfire risk. As insurance companies pull out, and the lands in and around the Diablo Range burn each year, how can we possibly consider further development in this area? A nearby fire station and a few hydrants don't measure up to the dangers that we have increasingly faced in the past decade.  You can catch a glimpse of the insurance crisis just by reading local social media networks.

The City of San Ramon is proposing to build a significant amount of housing in the Bishop Ranch area - proving that there is space for development that is not at serious risk of wildfire and is already supported by a substantial infrastructure. The proposal for the Tassajara Valley represents just the opposite. It is a bad idea because (a) the EIR will prove to be a fiction (as most do), (b) the wildfire threat is real and growing, and (c) it is totally and unequivocally unnecessary.

Thank you for hearing us out.

Sincerely,
Doug Lacey

Cindy Silvani-Lacey
5825 Old School Road (Tassajara Valley, Contra Costa County)
Pleasanton 94588

| | |
|---|---|
| **From:** | DCD PlanningHearing |
| **To:** | Sean Tully |
| **Subject:** | FW: I Border the ULL and Live Directly Behind the Proposed Tassajara Parks Project!!! Public Email Comment for 9-30-20 Planning Commission Hearing |
| **Date:** | Wednesday, September 23, 2020 9:24:49 AM |

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**From:** kevin lew <kev_lew@hotmail.com>
**Sent:** Saturday, September 19, 2020 1:52 PM
**To:** DCD PlanningHearing <PlanningHearing@dcd.cccounty.us>
**Cc:** Supervisor_Burgis <Supervisor_Burgis@bos.cccounty.us>
**Subject:** I Border the ULL and Live Directly Behind the Proposed Tassajara Parks Project!!! Public Email Comment for 9-30-20 Planning Commission Hearing

Dear Planning Commission,

I am writing to the Planning Commissioners because I am vehemently opposed to the thought and consideration that the County would consider moving the Urban Limit Line (ULL) to allow development of a 30 acre site when development could occur without moving the ULL and without using loop holes such as the 30 acre consideration (which Tassajara Valley Preservation Association notes Development is greater than 30 acres). Furthermore, **my house directly borders** the proposed development so this letter should be given special attention because the Environmental Impact Report (EIR) hardly gives consideration to properties that are immediately adjacent to the proposed development, which is already evidenced by proposing to develop against our backyard as opposed to developing further away towards Finley Road but within the parcel (but I am sure the developer does not want to propose pushing the ULL even further).

The entire proposed plan has fingerprints of poor urban planning, development greed and an attempt to exploit loopholes in planning law and voter approved requirements such as Measure L. As a Contra Costa tax paying citizen, I expect public officials to up hold planning law, not let developers "cherry" pick and choose elements/create "planning deals" to get their projects approved. I also would have expected the Commission to have already rejected the draft EIR based on flawed components that the Tassajara Valley Preservation Association has been citing since the beginning of the developer's submission. Nonetheless, h**ere is how the proposed development directly affects my family**:

1. Significant effect on my children who have severe, life threatening asthma and irritant skin allergies that will flare during construction activities.

    1. My children have severe asthma requiring trips to the Emergency room due to difficulty in breathing when an episode occurs. Our house borders the proposed construction and invariably construction dust (regardless of dust control mitigation measures-I'm a builder myself) will flare my children's asthma which will immediately put them in danger. We purchased our house relying on a firm fixed urban limit line providing a safe haven against our children's asthma, and now the County's consideration moving the ULL via loop hole/planning deals is simply a complete disrespect to our family and our children's health and safety.

2. Significant noise during construction and post construction that will make sleeping, rest and respite difficult in my own home (regardless of the Noise Studies performed in the EIR).

    1. Our master bedroom looks to the proposed development site and the noise generated from Camino Tassajara Road is already audibly load when trying to sleep and therefore "conditionally acceptable" to County Standards. When we purchased the home, we accepted this "conditionally acceptable" noise level. However, what we did not bargain for (since or house will abut the development and will invariably be directly affected) is an increase in noise from more cars from the 125 homes, gardening maintenance noise, back yard noises, and air conditioning noise. The EIR concluded that after the project is completed less than 3 dba will be experienced which is acceptable according to standards reference in the EIR. In my opinion, the increase in 3dba of noise is computer modeling manipulation to stay under the threshold and move the project along from an EIR perspective. Instead of relying on computer data, I would invite you to come to experience existing noise and then ask yourself "how would I peacefully sleep or rest during the day with an additional 125 homes yielding another 200 plus cars moving along Camino Tassajara entering and leaving this proposed development. What about when the homes are built and the computer model misses accounting for actual noise that bounces off the 125 structures which then aims directly to my house? Who do we complain to and challenge the 3 DBA "acceptable level" at that point?

3. Immediate property value loss because the County would consider the 30 acre loop hole and break the promise of respecting the ULL which I relied upon when purchasing my home based on County documents and County Law.

    1. As mentioned before, our master bedroom looks out to the rolling hills which is one of the main reasons why we purchased the home as well as the notion that no more development will occur beyond the ULL. If the development goes forward, our view will be replaced with rooftops of 125 homes which will cause an immediate drop in property value, property value that my wife and I were counting on for retirement purposes and now the County might eliminate that for us, which will be even more infuriating twice a year when I pay County property taxes, knowing that the County is harming my property value by approving this development.

As you can tell from the tone of this letter I am very frustrated with the mere consideration of this

development and I am concerned that if you approve this project, you will be violating the overwhelmingly voter approved Urban Limit Line (ULL). There is no redeeming public purpose for approving this development other than housing which according to the County's Department and Planning Commission's report to the Board of Supervisor's on December 20th, 2016 concluded that there are enough buildable sites with the Urban Limit Line and no reason to expand the line at this time. Again, I purchased my home knowing that there would be protection of the ULL to preserve the beautiful open space known as Tassajara Valley. I am also concerned that if this development is approved, it will set a precedent for future 30-acre developments within the Valley, planning loopholes.

I am a registered voter in this county and I will be closely watching to see if the Supervisors respect and uphold the Urban Limit Line, especially Supervisor Burgis where we would expect out of all the Supervisors to uphold the ULL since this proposed development is in her district to which she is accountable to myself and all the other citizens in my district.

Should there be any questions, please do not hesitate to email.

Respectfully,

Kevin Lew
Kev_lew@homtail.com (there is an underscore between kev and lew)
4600 Kingswood Drive
Danville, CA 94506

| | |
|---|---|
| **From:** | Sam Pejham |
| **To:** | Sean Tully |
| **Cc:** | Danielle Kelly |
| **Subject:** | Tassajara Parks Project |
| **Date:** | Tuesday, September 15, 2020 10:23:10 AM |

---

Dear Mr. Tully,
I am writing to you regarding the proposed Tassajara Parks Project. After reading the impact report, it is very clear that the proposed “125 Single Family Homes” to be built next to Tassajara Hills Elementary School will significantly impact the traffic on Camino Tassajara Road and over crowd our schools, specially the middle school and High Schools will significantly exceed their capacity. The Zoning for open space and non residential has been in place for many years and has kept this area relatively clear of excessive traffic even though our schools have already become over crowded with the current population. The table referred to in the impact report is from 2015.

I would like to know when is the public comment time for the residence of the community affected by this project to communicate our concerns. There are hundreds of member of our community who are very concerned about this project and voiced their opposition to it during the last announcement regarding this project. We see this attempt by a large land owners to take advantage of COVID pandemic to changed established land zoning and to push their over development agenda in our community for expensive housing to make millions of dollars in profits. They have falsely called their project "Tassajara Parks Project” when in reality it is a massive housing development. There is very little to no benefit to their proposal pertaining to our community. Danville's population has not changed much in the past 20 years but it has been shifting to more families with both parents working with school age children and our infrastructure is not equipped to handle hundreds of more families added on a single access road and handful of schools. There are plenty of existing affordable residential housing available in our community to any interested families without risking over crowding our streets and schools.

I look forward to hearing back from you.

Regards,

Sam Pejham, M.D., FAAP

| | |
|---|---|
| **From:** | Jim Blickenstaff |
| **To:** | planninghearing@dvd.cccounty.us; Sean Tully |
| **Cc:** | District5; SupervisorMitchoff; Supervisor_Burgis; Supervisor Candace Andersen; John Gioia |
| **Subject:** | Sierra Club delay request for Sept. 30, Hearing on "Tassajara Parks" Project. |
| **Date:** | Tuesday, September 22, 2020 11:30:22 PM |

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*Date: Sept. 24, 2020*

*From: Jim Blickenstaff, S. F. Bay Chapter, Sierra Club*

*To: Planning, County Planning Commission, Supervisors*

*Re: Request that the County delay Hearing on the Tassajara Parks Proposal, scheduled for 9/30/20.*

*The short, notice to hearing, time frame is unnecessarily restrictive for adequate review of all essential background information and current circumstances information, needed in preparation for this controversial subject. Thousands of people with legitimate concerns are just now becoming aware of the matter, due to the short notice given for the upcoming, Sept. 30th hearing. Therefore, on behalf of the Sierra Club, and all those involved in this very elongated process, I request the hearing schedule be delayed to a date to be determined, where sufficient time is made available for a more comprehensive, deliberate, and complete evaluation of all pertinent facts related to this latest iteration of the 'New Farms'/'Tassajara Parks' plan. The issues involved actually reach beyond this single proposal to put a 50 acre housing development on the protected side of the Urban Limit Line.*

*Thank You for your consideration of this request.*

*Jim Blickenstaff, Chair- Mt. Diablo Sierra Club, Board Member – Executive Committee, S. F. Bay Chapter, Sierra Club.*

| | |
|---|---|
| **From:** | DCD PlanningHearing |
| **To:** | Sean Tully |
| **Subject:** | FW: Tassajara Hills |
| **Date:** | Monday, September 21, 2020 11:50:12 AM |

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**From:** Lloyd Szabo <ldszabo57@gmail.com>
**Sent:** Sunday, September 20, 2020 11:11 PM
**To:** DCD PlanningHearing <PlanningHearing@dcd.cccounty.us>
**Subject:** Tassajara Hills

Totally against this project. In this area we are on well water and building homes will decimate our supply. We have fought this for years and the valley does not need more houses and traffic in our area. Bribes should still be illegal!

Tassajara Valley Preservation Association
www.tassajaravalleypa.org

September 22, 2020

Mr. Sean Tully, Principal Planner DCD
cc: Mr. John Kopchik, Director DCD
Department of Conservation of Development
Contra Costa County
30 Muir Road
Martinez, CA 94553

**Re: FEIR Tassajara Parks Project and 9/30/20 Contra Costa County Planning Commission Public Hearing**
Please share this correction with the County Planning Commissioners.

Dear Mr. Tully and Contra Costa County Planning Commissioners,

Please note the following correction in Argument #3 of the Tassajara Valley Preservation Association's Opposition letter dated September 17, 2020.

2. The Tassajara Parks Project in not within the Town of Danville's Sphere of Influence, rather it is within the Town of Danville's Planning Boundary.
    a. The project is approximately 1.2 miles from the Town of Danville's border and nexus to Danville's SOI. Therefore, the Town of Danville is closer to the project than any other municipality.

Thank you for your dedication to serving the residents of Contra Costa County.

Respectfully,

*Richard L. Fischer*

Richard L. Fischer
Co-founder, Tassajara Valley Preservation Association
925-200-4574
tassajaravalleyrf@gmail.com

*Gretchen Logue,*

Gretchen Logue
Co-founder, Tassajara Valley Preservation Association
925-786-6973
tassajaravalleypa@gmail.com

Tassajara Valley Preservation Association
www.tassajaravalleypa.org

September 17, 2020

Mr. Sean Tully, Principal Planner DCD
cc: Mr. John Kopchik, Director DCD
Department of Conservation of Development
Contra Costa County
30 Muir Road
Martinez, CA 94553

**Re: FEIR Tassajara Parks Project and 9/30/20 Contra Costa County Planning Commission Public Hearing**
Please include this letter in the staff report that DCD prepares for the County Planning Commission's review.

Dear Mr. Tully and Contra Costa County Planning Commissioners,

On behalf of the Tassajara Valley Preservation Association and over 3,600 County Residents who have signed a petition opposing this development, we would like to thank you for this opportunity to state our persevering and unyielding opposition to the proposed Tassajara Parks project.

We respectfully ask that the Contra Costa County Planning Commission deny FT Land LLC (Applicant) approval of an amendment to the County General Plan to modify the boundary of the voter approved Urban Limit Line.

**Argument #1**

The Tassajara Parks project's footprint is larger than 30 acres.

1. This proposed urban development exceeds 30 acres (approximately 50 acres in total). The developer cannot exclude from the project the following urban land uses: widening of Camino Tassajara, landscaping, sewer pumping station and grading and water detention basin. These are urban infrastructure improvements are necessary and integral to the project.
2. Expansion of the Urban Limit Line through December 31, 2026 by more than 30 acres requires four-fifths vote of the Board of Supervisors, approval of the voters and it must meet one of seven findings specified in measure L.

**Argument #2**

The proposed Agriculture Preservation "APA" is flawed.

1. The sole purpose for the creation and the adoption of the Agricultural Preservation Agreement ("APA") is to create a condition for exception of the ULL for the development of the housing project, and not as a stand alone necessity to benefit the preservation of Tassajara Valley.
   a) The FEIR makes the assertion (Master Responses, pg. 2-9) that the APA is *"not part of the Tassajara Parks Project and may exist separate and apart from and irrespective of the Project."* However, the following sentence, states that '*In the event the parties approve the APA, and the BOS also elects to change the ULL and approve the Project, the Project applicant would be required to convey the 727-acre Dedication Area and make an irrevocable payment of $6.5 million…..*" These two consecutive sentence clearly link that the Project applicants conveyance of the 727 acres is linked to BOS approval of BOTH the APA and the Project. The conclusion of course is that the APA and the Project are clearly to be taken as a whole.

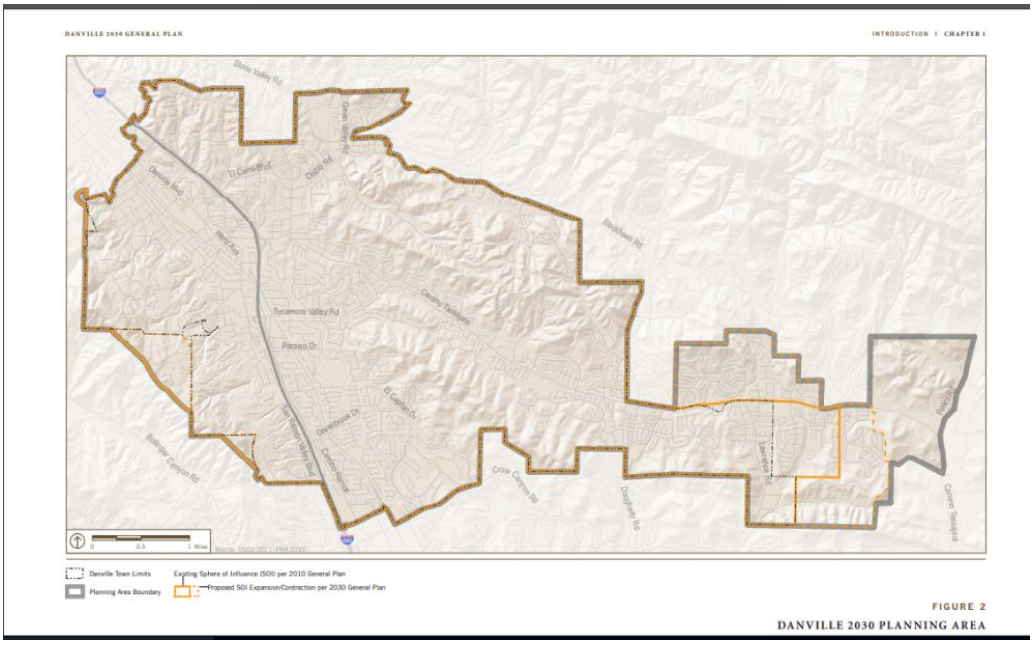
2. The Agriculture Preservation Agreement "APA" does not bind any of the governmental agencies to "permanently preserve" the Tassajara Valley for agriculture use exclusively. It is deceptive to county residents, since it does not "permanently" protect Tassajara Valley from urban development.

   a. The only area permanently preserved is the 727 acre "Dedicated Area" that the developer will dedicate to East Bay Regional Parks if the Tassajara Parks project is approved.
   b. The remaining of the "Preservation and Enhancement Area" includes over 17,000 acres where the parties make certain assurances to discourage development. However, the APA is not a legally enforceable document. The county may move the ULL into the Preservation and Enhancement Area at any time in compliance with the current law. The parties could terminate the APA at any time. There are no penalties for abandoning this agreement at any time. Presumably the county could rezone Tassajara Valley at any time, regardless of what was in the APA without fear of any financial penalty.
   c. One analogy that could be used to describe the APA is that of wearing a second pair of shoes over your first pair. The first pair of shoes, i.e., the ULL, does a perfectly good job of protecting one's feet, the second pair adds nothing to foot protection. The APA adds nothing to the protections already afforded by the ULL.
   d. The APA weakens the ULL, as it will set a precedent for other developers to follow.

**Argument #3**

Danville omitted from the APA is wrong.

1. Danville is the closest adjacent city to the proposed development.
2. The developer states in paragraph M of the APA, "The Preservation and Enhancement Area and Dedication Area do no fall within any municipality's SOI". That statement is incorrect. Please see map. Part of the Dedication Area is clearly within the Town of Danville's existing SOI as of 2010.




   c. The Town of Danville should be reinstated as a signatory.
   d. East Bay Regional Parks is not a city and should therefore be removed as a signatory.

**Argument #4**

Contra Costa County's 2016 review and re-affirmation of the ULL and re-validation of sufficient development capacity within the existing ULL boundary.

1. On December 20th, 2016 the Board of Supervisors approved the 2016 Urban Limit Line Mid-Term Review, presented by John Kopchik, Director of CDC. The 2016 Urban Limit Line Mid-Term Review conclusion states that the ULL analysis demonstrates that sufficient capacity exists countywide inside the ULL to accommodate housing and job growth through 2036.
    a. The Tassajara Park project is inconsistent with the County's own assessment.

**Argument #5**

Approval of this change to the ULL would be the first case in the county where the ULL was moved to accommodate an urban development. Please do not set a precedent for developers to follow.

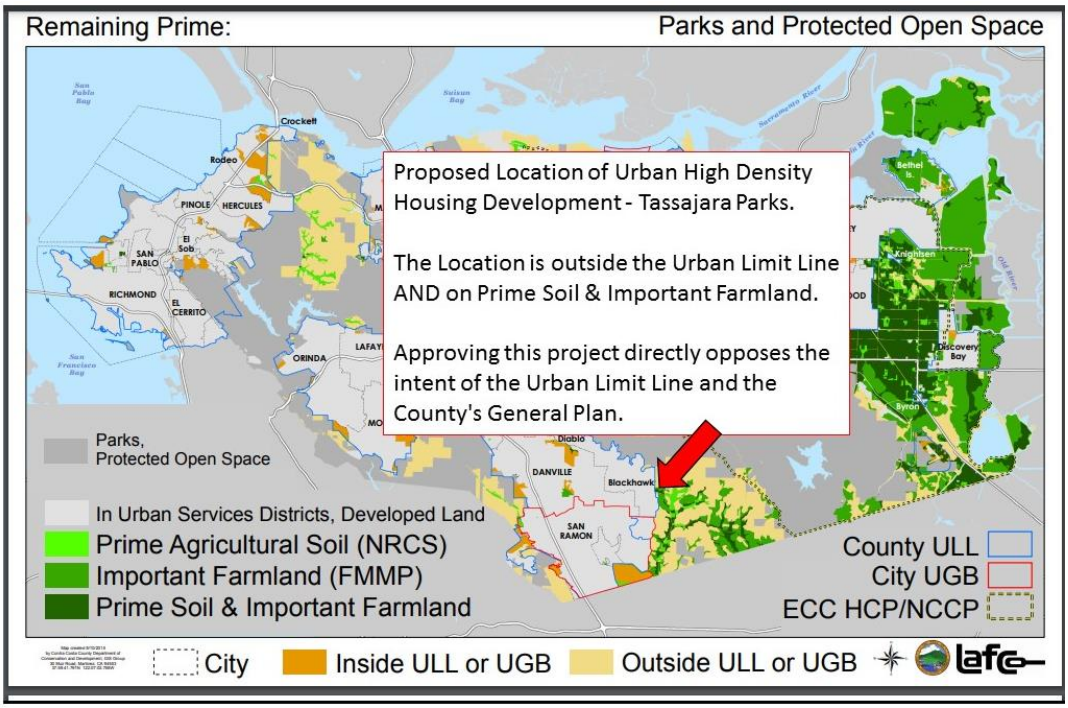
1. Since the ULL has been in effect, only one project has been approved using the 30-acre exception to the requirement for voter approval of changes to the ULL. This project was the Bay Point Waterfront project and moved approximately 21 acres of undeveloped open space and commercial recreation lands inside the ULL in exchange for moving 22 acres of regional parkland outside the ULL. Approval for the change was possible because the Board adopted the finding specified in Measure L that the change would more accurately reflect topographical characteristics or legal boundaries. The TP development does not qualify under that exception and does not qualify under any other exception.

**Argument #6**

Approval of the proposed Tassajara Parks directly contradicts the intent of the ULL.

The ULL is to preserve 65% of our County's land for agriculture, open space, wetlands, parks, and other non-urban uses.

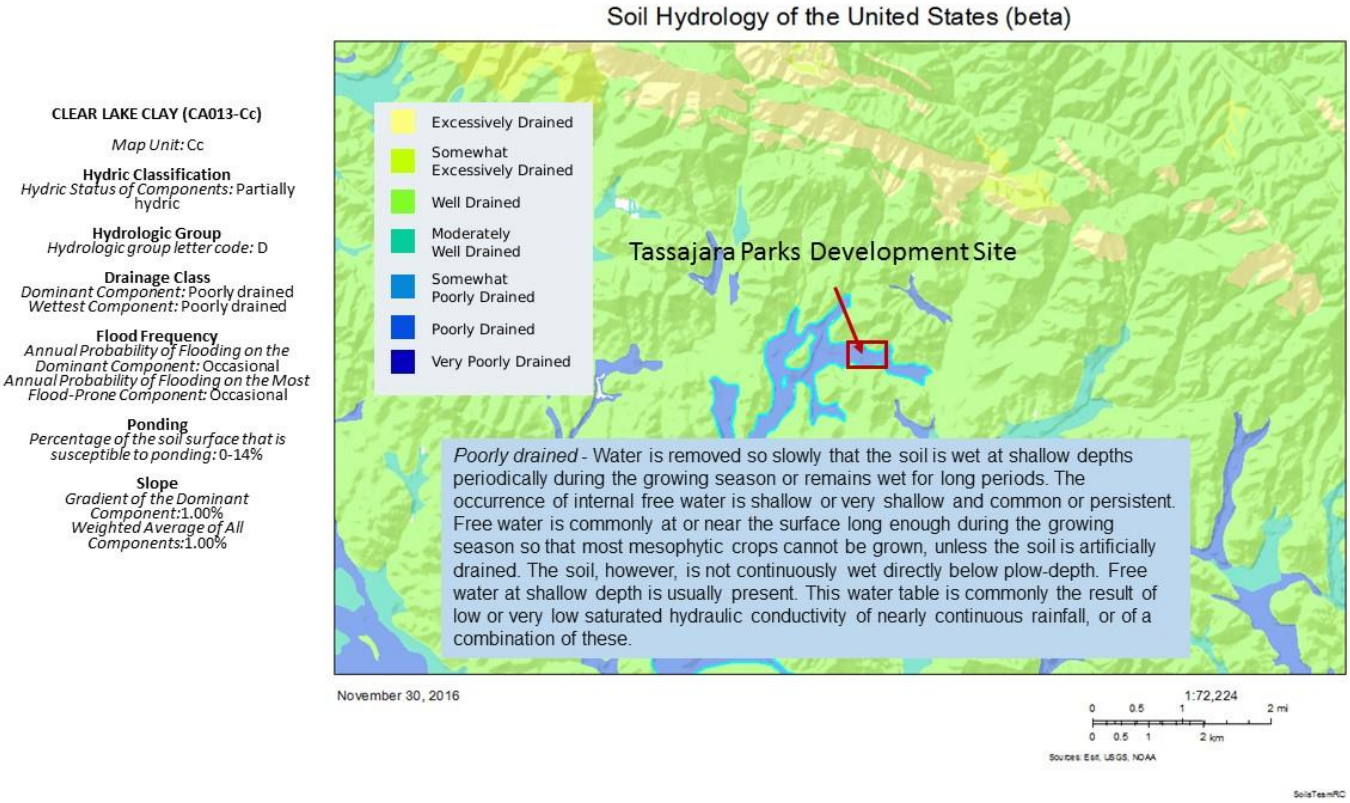
1. The proposed Tassajara Parks project concerns a site that has been designated as "Prime Soil & Important Farmland."



**Argument #7**

**The FEIR has not adequately provided a solution for the loss of the Tassajara Valley's major watershed.**

1. The proposed Tassajara Parks development site resides in an established aquifer/watershed and a ground water recharge zone, which flows into the Tassajara Creek. This property is adjacent to a rural community of approximately 100 homes in District 3 (known as "Tassajara Residents/Community"). All (100%) of these residents are fully dependent on well/ground water. The "Tassajara Parks" Final EIR includes unsatisfactory analysis of the serious ground water recharge impacts and water availability impacts to this ground-water dependent community.




Photos provided to emphasize the seasonal water flow, and water capture of this specific Recharge Zone.

Photo taken from Southwest corner of proposed project.

Photo taken from Southeast corner of proposed project.

Thank you for your dedication to serving the residents of Contra Costa County.

Respectfully,

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# Presentation Slides

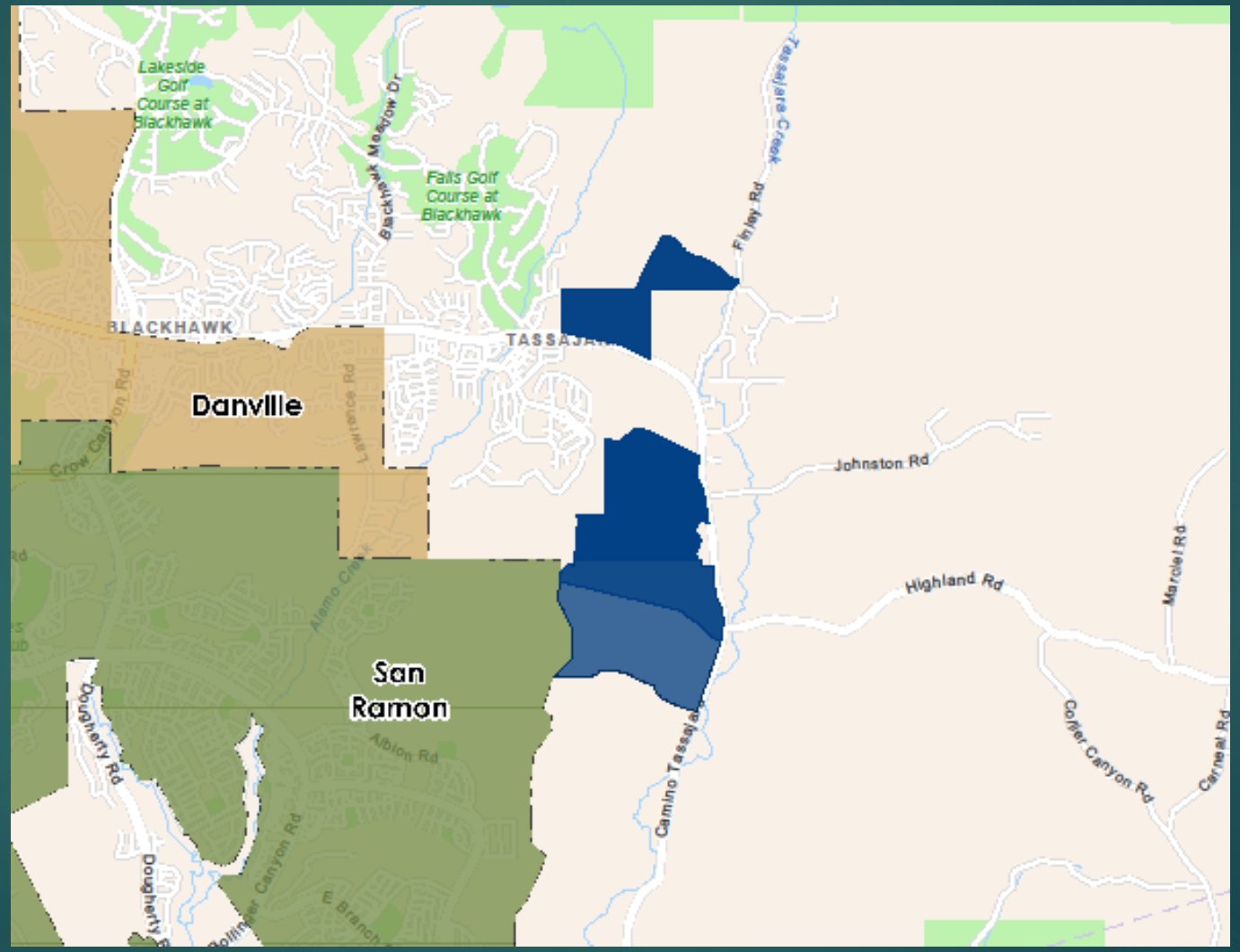
# Tassajara Parks Residential Project

County Files: #GP07-0009, #RZ09-3212, #SD10-9280, #DP10-3008

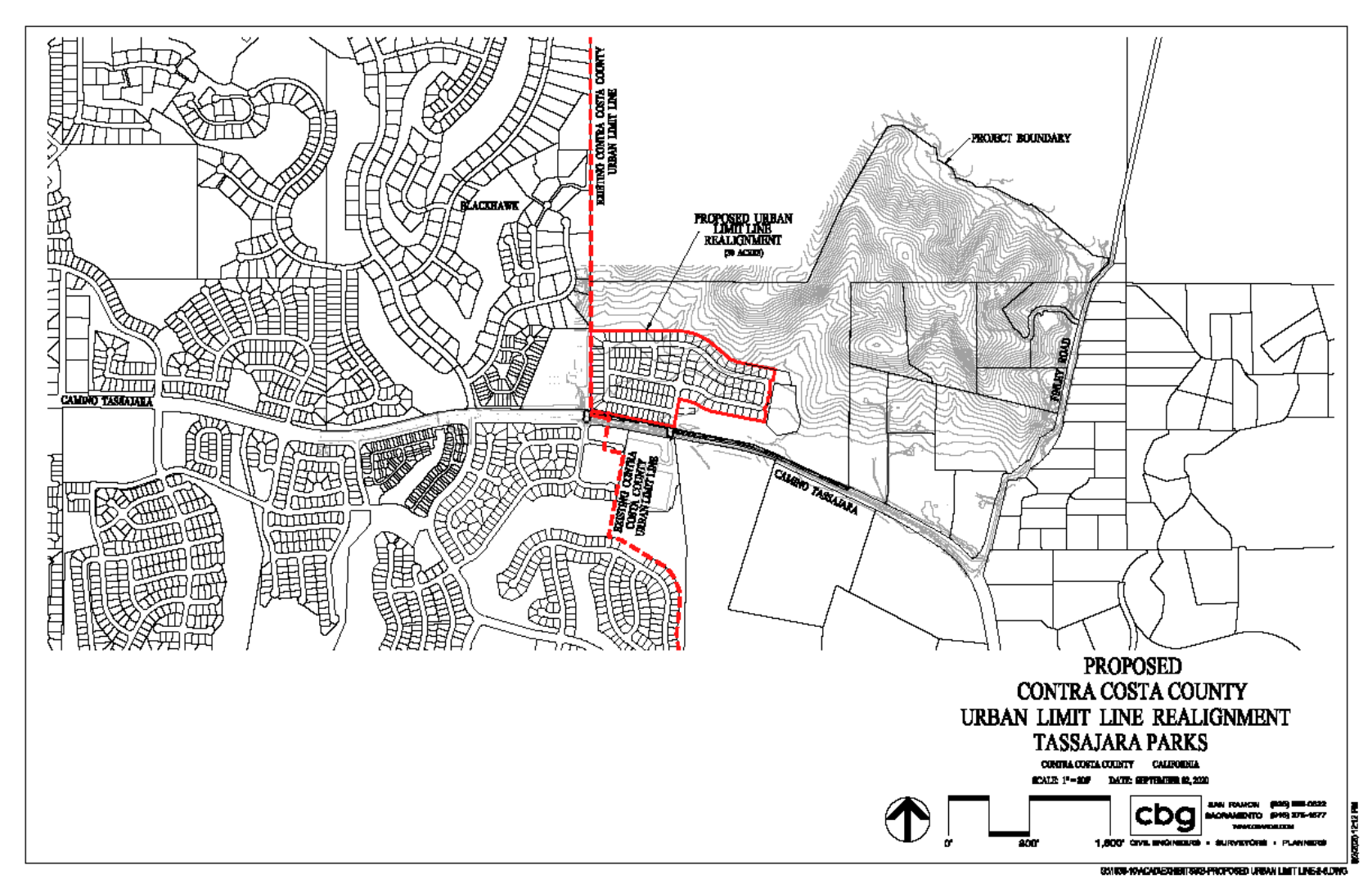
COUNTY PLANNING COMMISSION

SEPTEMBER 30, 2020

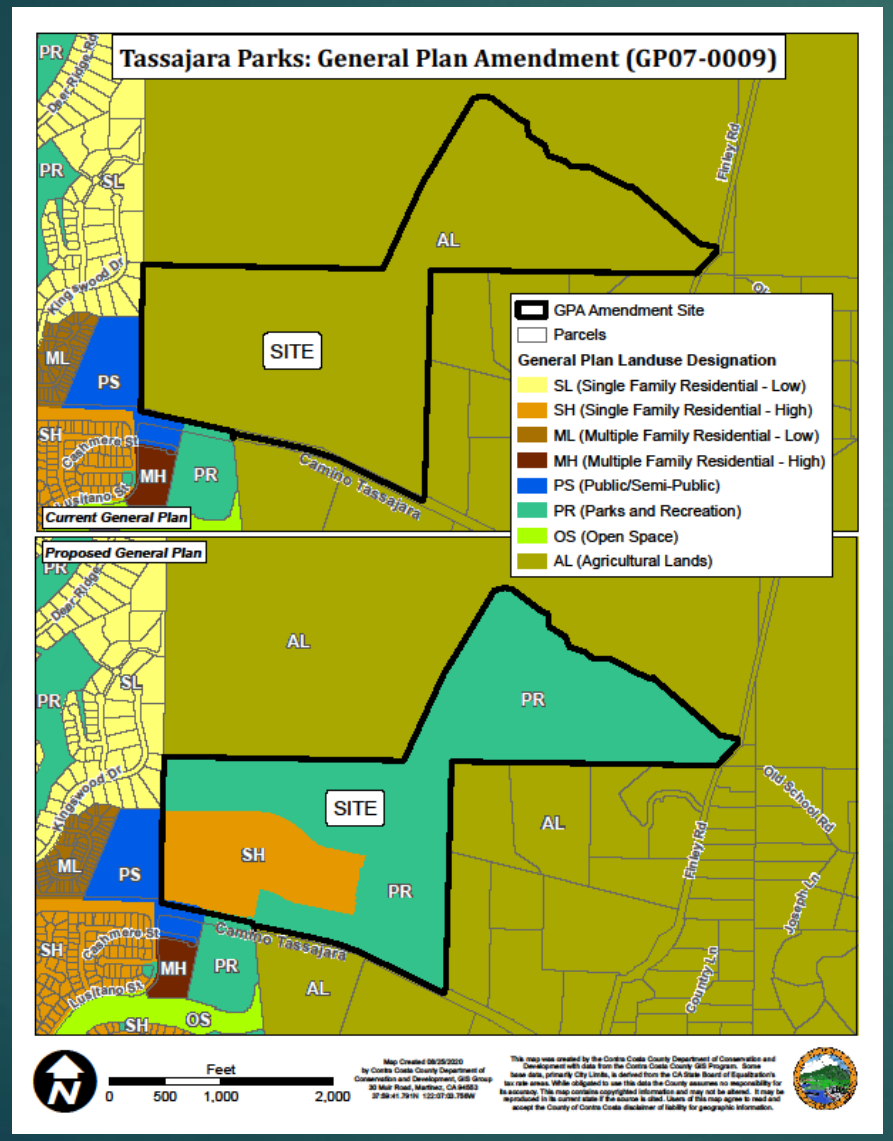
# Project Vicinity and Sites

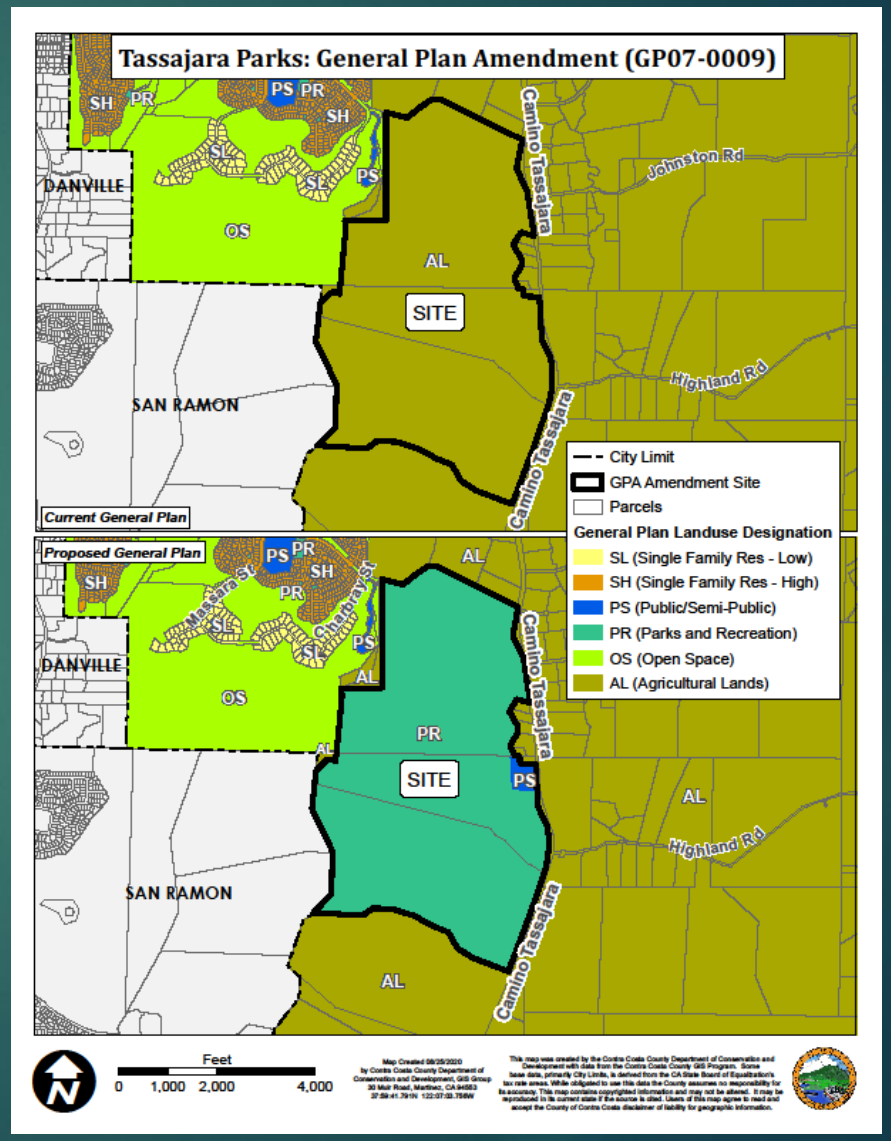


# Proposed ULL Expansion

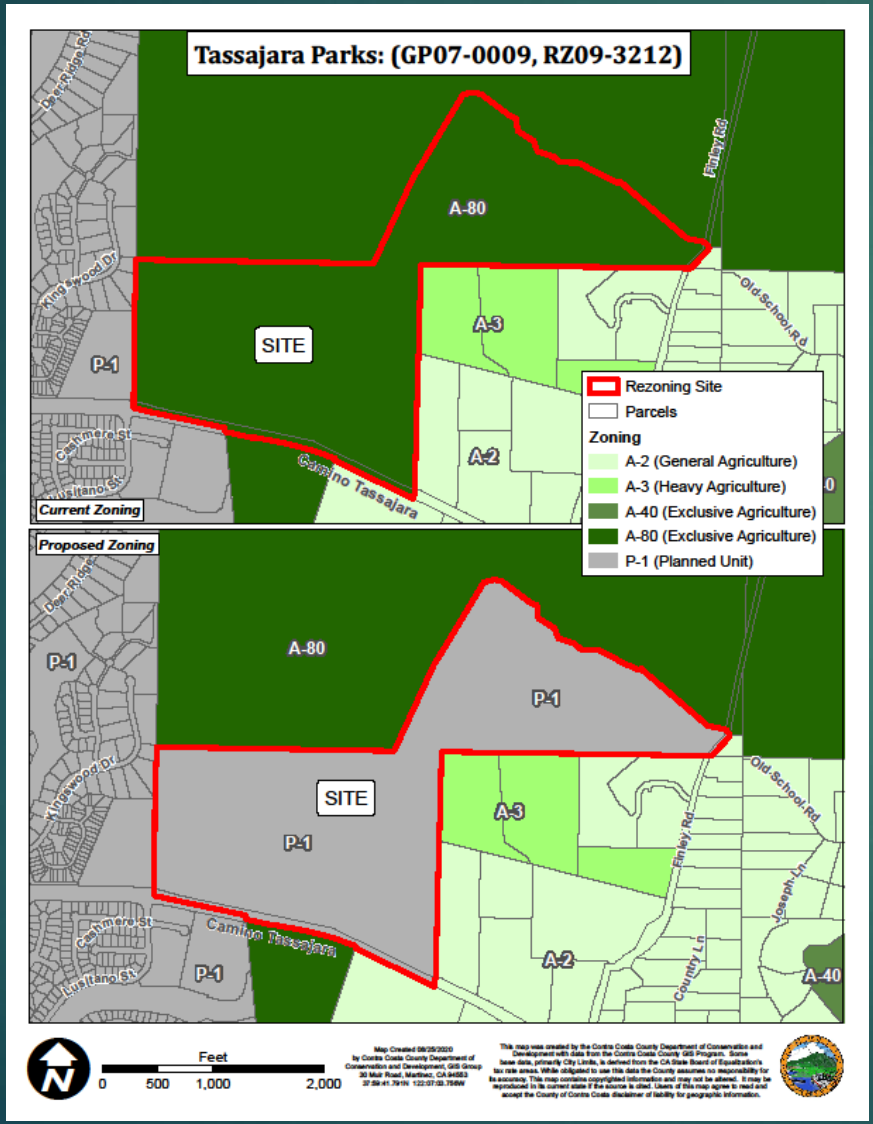


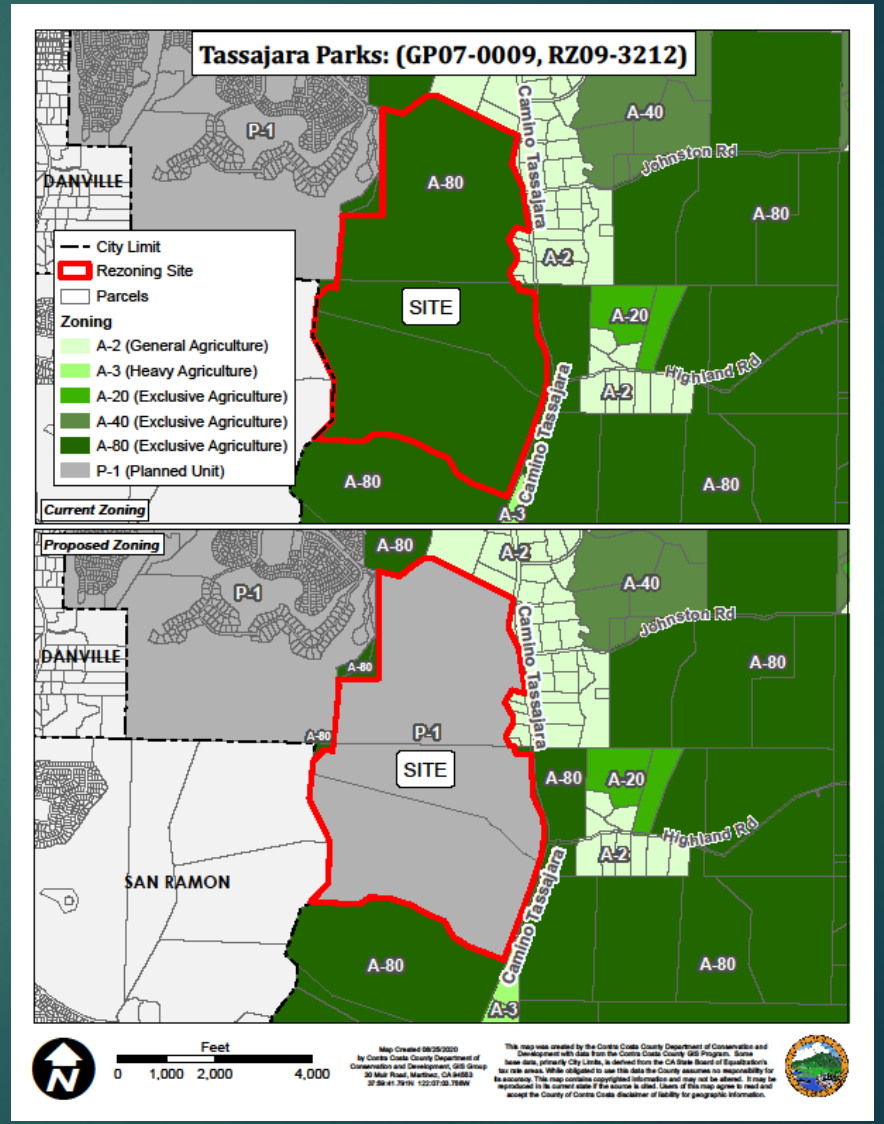
# Proposed General Plan Change



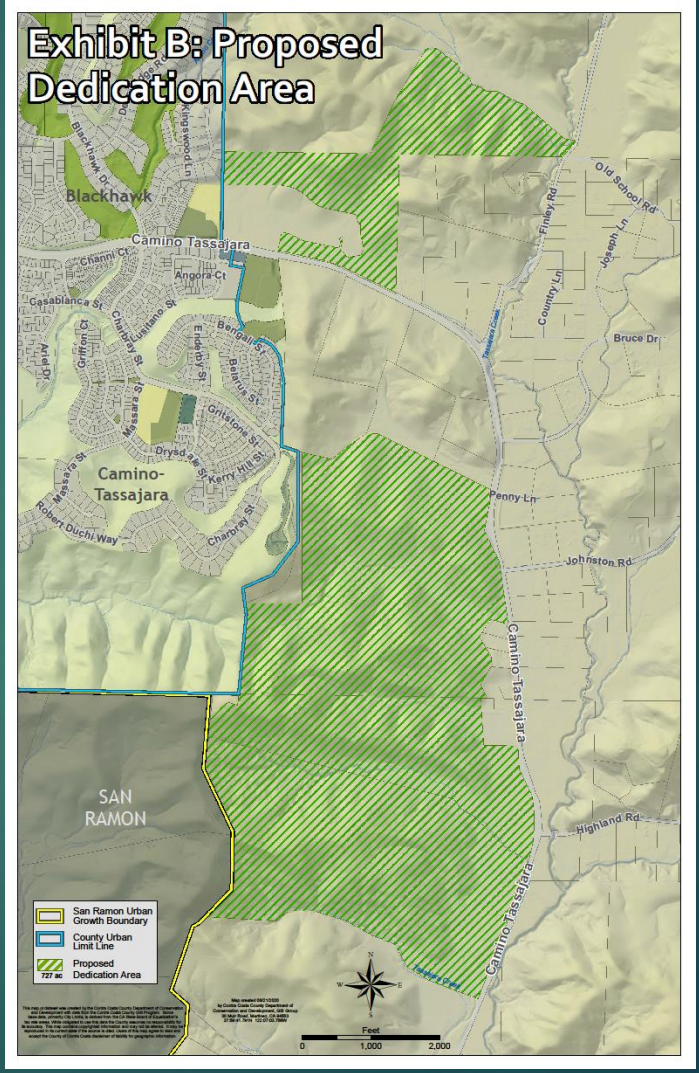
# Proposed Zoning Change



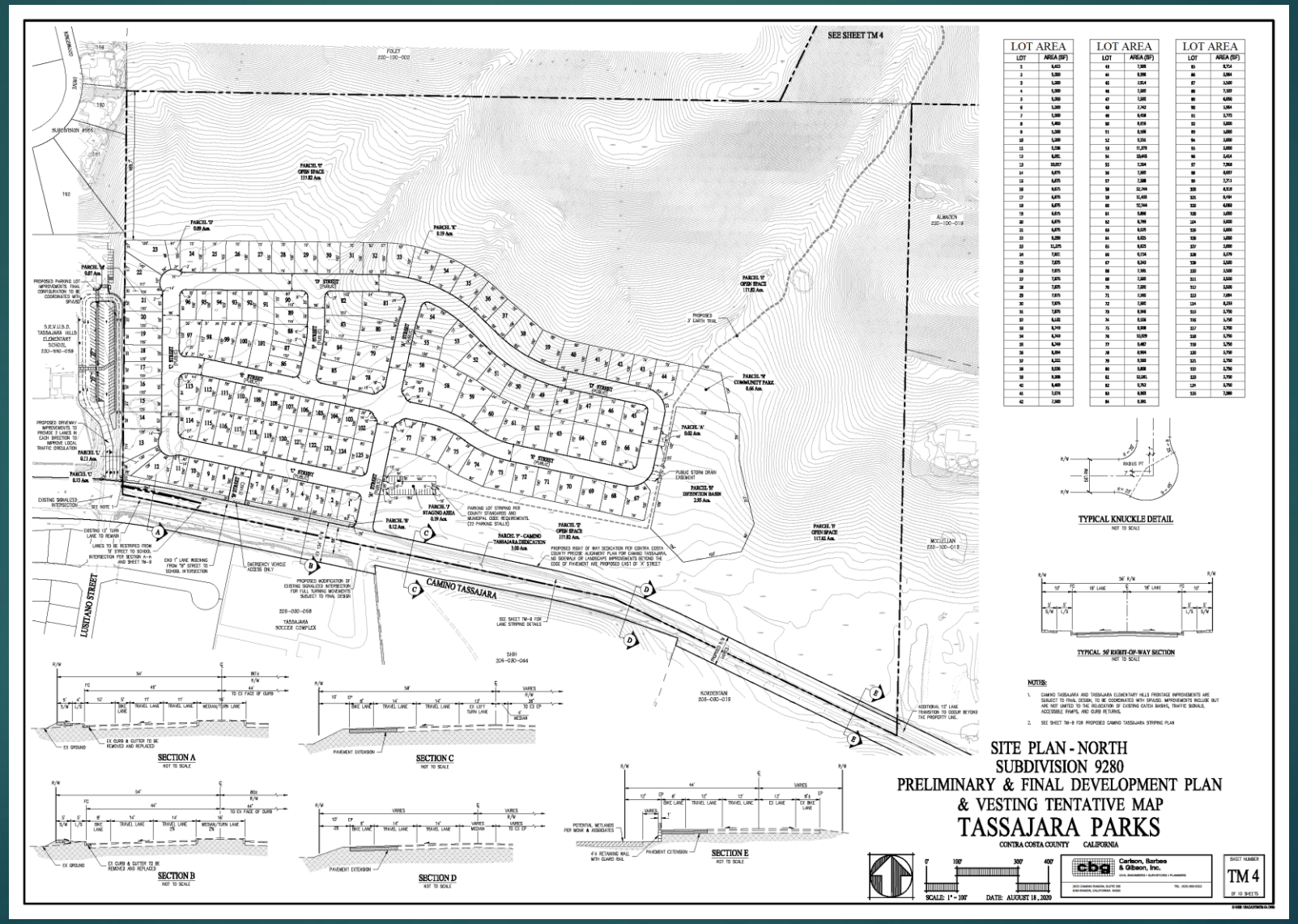



# Dedication Areas

- Northern Site= Approx. 118 Acres
- Southern Site= Approx. 609 Acres



# Residential Development Area



# QUESTIONS