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**DATE:** January 8, 2008

**TO:** Mayor and City Council

**FROM:** Director of Community and Economic Development

**SUBJECT:** Zone Change Application No. PL-2006-0375 PD; Tentative Tract Map Application No. PL-2006-0374 TTM 7658 - KB Home of South Bay, Inc. (Applicant) / Bernabe & Cruz Aranda and Robert & Roberta Pratt (Property Owners) - Request to Change the Zoning from Medium Density Residential (RM) District to Planned Development (PD) District and to Subdivide 1.5 Acres to Develop 22 Residences in the Mt. Eden Area - The Project Site is Located Between Eden Avenue and Saklan Road, Southerly of Middle Lane

**RECOMMENDATION**

That Council adopts the attached resolution and introduces the attached ordinance, adopting a Mitigated Negative Declaration and related Mitigation Monitoring and Reporting Program and approving the Zone Change, Preliminary Development Plan, and Tentative Tract Map.

**SUMMARY**

The applicant, KB Home of South Bay, Inc., is proposing to subdivide 1.5 acres in the Mt. Eden area to construct 14 attached and 8 detached single-family residences. They are proposing a rezoning of the property from Medium Density Residential (RM) District to Planned Development (PD) District. The proposed development will have a density of 14.6 dwelling units per acre, consistent with the Medium Density Residential General Plan designation that allows for a range of 8.7 to 17.4 dwelling units per acre.

The proposed development is the second phase of development in this area comprising approximately 12.8 percent of the overall development KB Home has proposed in the Mt. Eden area. This second phase continues the architectural style and site design approved for the first phase. Both Phase I and Phase II are located directly across Eden Avenue from Greenwood Park.

Because the project does not provide any on-site private or group open space that meets Zoning Ordinance criteria, the developer is requesting approval of a Planned Development District and has offered to contribute in-lieu park fees above that required to help fund improvements to Greenwood Park.

The applicant is also requesting a reduction in parking standards from what is typically required of single-family developments (4 on-site spaces for detached units and 2.1 spaces for attached units), but is consistent with the City's practice of allowing developments of this type to provide an average of 3.0 parking spaces per unit.

An Initial Study and Mitigated Negative Declaration was prepared for this project, which determined that although the project may result in potentially significant impacts, the mitigation measures proposed would reduce those impacts to a level of insignificance. Staff received one letter from the Department of Toxic Substances Control requiring additional soil analysis be conducted on-site prior to issuance of any grading permit. The project has been conditioned to address their concerns.

## **BACKGROUND**

The project site is located within an area annexed to the City of Hayward effective March 2007. This particular project is the second phase of development proposed for this area by the applicant, KB Home of South Bay, Inc. The first phase, comprised of 149 homes on 12.5 acres (Eden Pointe), was approved by the City Council in March 2006 and is now under construction. Plans for the area infrastructure improvements have been submitted for initial review. Approval of the infrastructure improvements design is estimated for early 2008 with construction of those improvements to follow.

## **DISCUSSION**

### Project Description

As indicated in the attached December 13, 2007 Planning Commission staff report (Exhibit D), the proposal entails construction of 22 two-story homes of three architectural styles on lots ranging in size from approximately 1,773 square feet to 3,994 square feet. Fourteen of the units would be attached while the remaining eight would be detached. The units would be located along one private street, Montevina Way, running in an east-west direction between Saklan Road and Eden Avenue. Homes would have front entrances either facing Montevina Way, or along common walkways or paseos that would run between rows of units.

### Planning Commission Meeting

The Planning Commission unanimously (6-0, 1 absent) recommended approval of the project at its December 13, 2007 meeting, subject to the attached conditions of approval. As reflected in the attached draft meeting minutes, Commissioners expressed support for the continued efforts in not only enhancing the park, but in acquiring the additional land that would allow for the 1.25-acre Greenwood Park expansion as identified in the Mt. Eden Neighborhood Plan.

### Park Obligations

Because the development encompasses less than 50 residential units, the developer would not be required to dedicate parkland, but would be required to pay \$255,154 in park dedication in-lieu fees.

The project proponent, as part of Phase I of the development, is required to acquire or pay for acquisition of land and pay for park improvements both within the existing Greenwood Park and a potential expansion of Greenwood Park. As part of this development, the applicant would be required to continue to contribute towards funding improvements within existing and potential expansion of Greenwood Park. Such expansion is specifically encouraged in the Mount Eden Neighborhood Plan, adopted in 1990. Efforts by the project proponent to acquire such property have not been successful to date. The applicant has been working with City staff, as well as the Hayward Area Recreation and Park District (HARD) staff on designing significant improvements within Greenwood Park, including upgraded playground facilities, a restroom, upgraded basketball court, and a skate park.

Since the Phase I final map was recorded, a convalescent home on the adjacent property within the planned park expansion area has been removed, and the owner of that property has expressed interest in developing that property. Staff has indicated to that owner that it expects the amount of expanded park area to be 1.25 acres, as called out in the Neighborhood Plan.

### Open Space

Projects that entail development of four or more attached dwellings are required to provide a minimum of 350 square feet per unit of on-site open space, including 100 square feet of group open space. The development would be required to provide at least 1,400 square feet of on-site group open space as there are 14 attached units being proposed. The proposed development does not include any group open space for the attached units within the proposed tract, nor any private open space that would meet Zoning Ordinance criteria. There are, however, some units that would have front porches providing private open space and there are paseo areas between rows of units that would provide some open space gathering areas within the development. In lieu of providing measurable open space within the development, the applicant is requesting that the open space requirement be waived in that Greenwood Park would provide the open space amenity lacking within the development. As with Phase I, the applicant is offering to pay in-lieu fees to enhance Greenwood Park that would be in excess of the development's typical obligation. The additional in-lieu fee amount offered is equal to the estimated \$117,000 cost of land and improvements for 1,400 square feet of group open space.

Staff supports the project as conditioned, although no on-site group open space is provided, because of the requirement to contribute towards the improvement of Greenwood Park. In-lieu fees from the two phases would be in excess of projected cost estimates for the amount of improvements HARD staff supports (see preliminary plan, Exhibit D).

### Parking

The City's parking standards and practice require that single-family units (detached) provide four parking spaces: two in the garage and two in the driveway. An additional space along the street is also typically expected. Multi-family units consisting of two or more bedrooms are required to provide 2.1 spaces.

The City's parking standards do not distinguish between traditional detached single-family lot subdivisions and small-lot single-family subdivisions comprised of detached and attached units, but rather distinguish between single-family (detached) and multi-family (attached) units. Small-lot single-family developments, such as the one proposed, have not provided parking that is commensurate with standards established for the conventional subdivisions due to increased density and small lot size.

Parking requirements that were imposed by the City of Hayward on small-lot single-family development within recent years have been between 2.25 and 5.3 parking spaces per dwelling. Phase I of the development was approved with an overall parking ratio of 3.0 spaces per unit.

Phase II of the project proposes an overall parking ratio of 2.6 spaces per unit with an overall parking ratio for Phase I and Phase II of the development at 2.95 spaces per unit. Phase II can achieve the required ratio of 3.0 spaces per unit if additional parking spaces are provided in lieu of two of the units. As recommended by staff, a deed restriction would be placed on two of the lots, lots 21 and 22, stating development of homes on those lots cannot occur until such time as an overall 3.0 spaces per unit parking ratio can be achieved. The average of 3.0 spaces per unit, as approved for Phase I of the development, is sufficient based on observed parking for recent developments and would be in keeping with ratios of other similar developments approved in Hayward and in the region. The lots will be created, but at some point in time will either be developed for parking or for housing, depending on whether the proponent can acquire and incorporate additional property into the development.

#### Planned Development District

The proposed development is consistent with the General Plan designation of Medium Density Residential (8.7 to 17.4 units per net acre). The applicant is proposing modifications to established development standards including the minimum yard requirements, minimum lot sizes as well as parking requirements. The reduced minimum lot size and setback is offset by the proximity of a park immediately adjacent to the proposed development, which would provide open space and recreational opportunities for residents. The reduced parking ratio, as conditioned, is reflective of the small-lot design and is consistent with other similar small-lot developments approved recently in Hayward and in the area. Also, although not counted toward the development's total parking spaces, additional parking would be provided along Eden Avenue and Saklan Road.

As reflected in the attached resolution, staff is of the opinion that required findings for a Planned Development District can be made and supports the project as conditioned.

#### Inclusionary Housing Plan

The City's Inclusionary Housing Ordinance requires that three units affordable to moderate-income households be incorporated within the development. The developer is proposing that such units will be Plan 5 of the duet-townhome residences on lots 8, 15 and 20. The applicant is proposing to construct the project in three phases with one affordable unit proposed within each phase.

## Tentative Tract Map

The subdivision proposes to subdivide 1.5 acres of land into 22 parcels for single-family units, and a common landscaping and parking area. These parcels will be served by four alleys connecting to Montevina Way, a private street constructed as a part of the Phase I improvements. Montevina Way connects to Saklan Road and Eden Avenue. As a part of the subdivision, the owners would dedicate a ten-foot wide strip of land along Saklan Road and a six-foot wide strip of land along Eden Avenue for widening to the ultimate right-of-way width.

The alleys have a width of 24 feet measured from the curb to curb and are constructed to the same standards as a public street. All of the alleys are recommended to be designated as fire lanes and no parking would be allowed except in designated parking areas. Fire lane signage is also recommended to be installed to the satisfaction of the Fire Chief and City Engineer.

Public sanitary sewer and water mains will be installed within public utility easements in the alleys and connected to existing utilities in Montevina Way. The proposed storm drain system will be a private system owned and maintained by the homeowners association.

The Eden Pointe Owners' Association created for Phase I and incorporated on July 10, 2007, would be amended to include Phase II. The developer would be required to file an amendment with the State Department of Real Estate after Tract Map 7658 is approved. The Eden Pointe Owners' Association would be responsible for maintaining all private streets and alleys, private street lights, private utilities, and other privately owned common areas and facilities on the site, including, but not limited to, landscaping, preservation and replacement of trees, as well as decorative paving that extends into public streets.

## Environmental Review

Staff has prepared a Mitigated Negative Declaration and Initial Study (see attached), which indicates there could be potentially significant environmental impacts related to biological resources, geology and soils, hazards and hazardous materials, hydrology and water quality and noise. However, as indicated in the Initial Study, staff concludes that those potentially significant environmental impacts will be mitigated to a level of insignificance through the implementation of mitigation measures. Those measures and the timing and implementing/monitoring responsibility for them are indicated in the attached Mitigation Monitoring and Reporting Program.

## **FISCAL IMPACT**

The development is within the County Redevelopment Project Area and property tax increment revenues generated by development will help fund infrastructure improvements. The City of Hayward also receives tax increment pass through payments from the County, and these will increase over time as the Redevelopment Area reaches its sunset date. Generally, privately owned landscaped areas and maintenance of those areas will be covered by development obligations through Homeowners Associations.

## **PUBLIC CONTACT**

A notice for a August 24, 2006 preliminary meeting for the proposed vesting tentative tract map was mailed to every property owner and occupant within 300 feet of the subject site, as noted on the then-latest assessor's records asking for comments on the project. The Planning Division received comments encouraging the expansion and improvement of Greenwood Park.

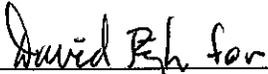
On October 29, 2007, a Notice of Planning Commission Public Hearing and Availability of a Mitigated Negative Declaration was published in the Daily Review and property owners and occupants within 300 feet of the project boundaries were notified, as were interested parties and appropriate public agencies. No comments were received in response to such notice, other than the Department of Toxic Substances Control (DTSC), who requested that additional on-site soil analysis be conducted prior to issuance of any grading permit. This has been addressed with a condition of approval. No public members spoke at the Planning Commission hearing; however, Larry Lepore of HARD staff spoke in support of the project and continued efforts to expand and improve Greenwood Park.

On December 29, 2007, a Notice of City Council Public Hearing was published in the Daily Review and on December 28, 2007, property owners and occupants within 300 feet of the project boundaries were notified of this public hearing, as were interested parties and public agencies.

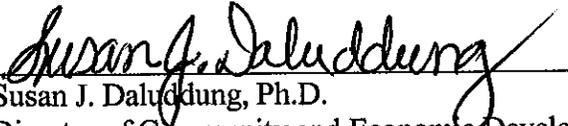
## **NEXT STEPS**

Should the Council approve the project, the applicant will work toward complying with the conditions of approval and required environmental mitigation measures to allow recordation of the final map and ultimate construction of the development. The applicant anticipates that the units proposed will be constructed by November, 2009.

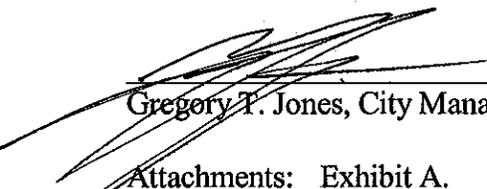
Prepared by:

  
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Sara Buizer, AICP, Senior Planner

Recommended by:

  
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Susan J. Daluddung, Ph.D.  
Director of Community and Economic Development

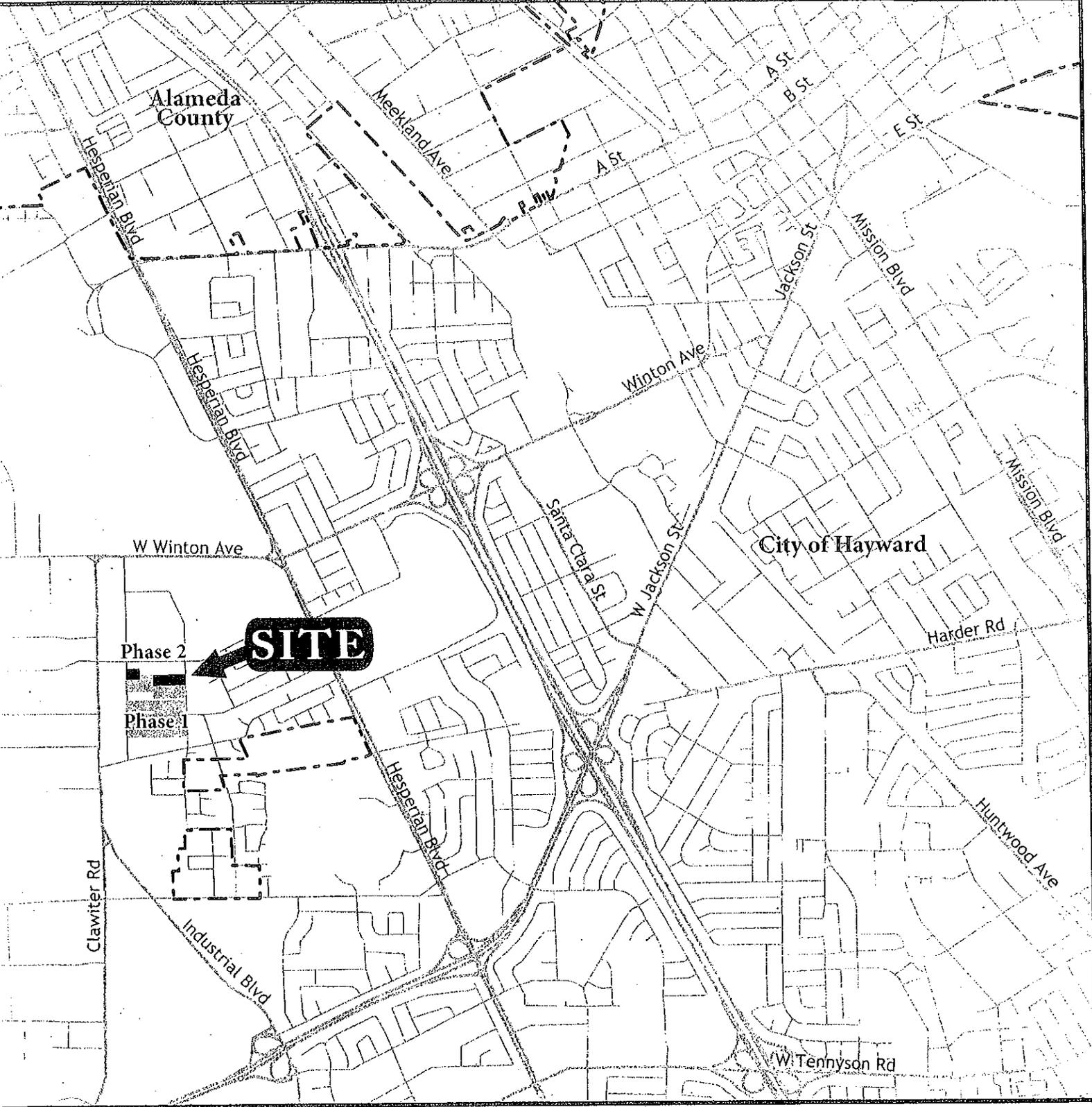
Approved by:



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Gregory T. Jones, City Manager

- Attachments:
- Exhibit A. Vicinity map
  - Exhibit B. Zoning and Area Map
  - Exhibit C. Conditions of Approval – Zone Change to Planned Development District
  - Exhibit D. Conditions of Approval – Tentative Map (Tract 7658)
  - Exhibit E. Conceptual Illustrative Plan for Greenwood Park
  - Exhibit F. Planning Commission Meeting Draft Minutes, dated December 13, 2007
  - Exhibit G. Planning Commission Agenda Report, dated December 13, 2007, with Attachments  
Draft Resolution and Ordinance  
Plans and Exhibits

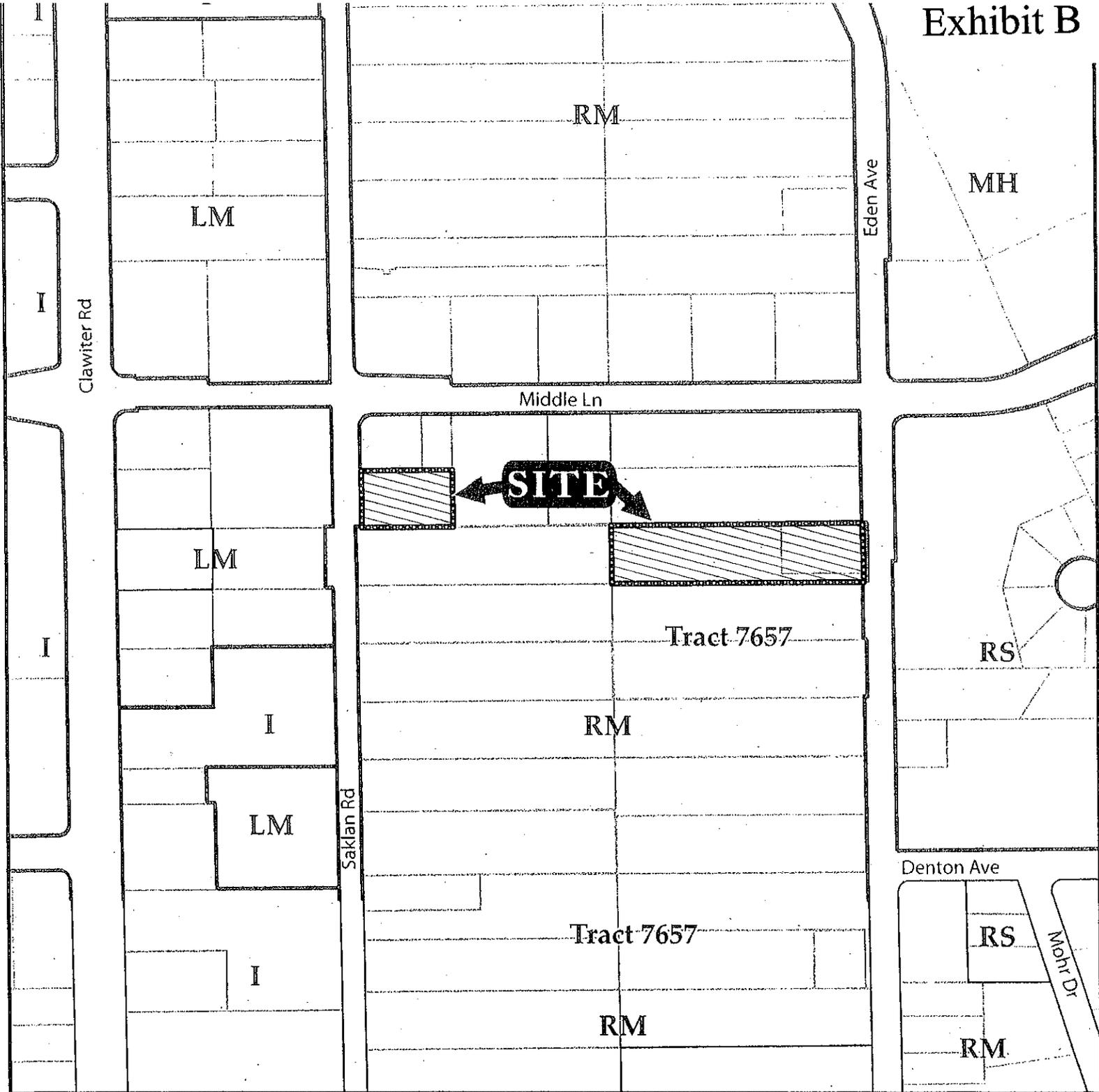


# Vicinity Map

PL-2006-0375 ZC  
24019 Eden Avenue, 23612 Saklan Road, 24021 Eden Avenue

FEET 2000 4000





### Area & Zoning Map

PL-2006-0375 ZC

Address: 24019 Eden Avenue,  
23612 Saklan Road,  
24021 Eden Avenue

Applicant: KB Home - South Bay

Owner: Pratt, Robert &  
Aranda, Cruz

#### Zoning Classifications

**RESIDENTIAL**

- MH Mobile Home Park
- RM Medium Density Residential, min lot size 2500 sqft
- RS Single Family Residential, min. lot size 5000 sqft

**INDUSTRIAL**

- I Industrial



**CONDITIONS OF APPROVAL****ZONE CHANGE APPLICATION NO. PL-2006-0375 PD  
KB HOME PHASE II – MT. EDEN DEVELOPMENT****KB Home of South Bay (Applicant)**

1. Planned Development District (Application No. PL-2006-0375 PD) and Vesting Tentative Tract Map 7658 (Application No. PL-2006-0374 TTM) to accommodate construction of 22 single-family homes shall be developed according to these conditions of approval and in substantial conformance with the preliminary development plan and vesting tentative tract map labeled in the City files as "Exhibit A." Prior to final inspection, all pertinent conditions of approval and all improvements shall be completed to the satisfaction of the Planning Director and Public Works Director. (Approval of the project does not extend to the design of lots or placement of structures thereon for properties that are not a part of the tract map.)
2. The Zone Change for the Planned Development District becomes void two years following the effective date of approval of the Preliminary Development Plan by the City Council, unless before that time, a Precise Development Plan is submitted. A one-year extension for the Preliminary Development Plan, approval of which is not guaranteed, may be granted by the City Council, provided the request for such extension is submitted at least 30 days prior to the expiration of the original approval. A request for a second one-year extension, approval of which is not guaranteed, may also be granted by the City Council, provided the request for such second extension is submitted at least 30 days prior to the expiration of the first extension.
3. The permittee shall assume the defense of, and shall pay on behalf of and hold harmless the City, its officers, employees, volunteers and agents from and against any or all loss, liability, expense, claim costs, suits and damages of every kind, nature and description directly or indirectly arising from the performance and action of this permit.
4. Any proposals for minor alterations to the proposed site plan and/or design that do not require a variance to the Zoning Ordinance standards require approval by the Planning Director prior to implementation.

**Precise Development Plan**

5. Prior to or in conjunction with submittal of improvement plans and final map(s) for the development, a Precise Development Plan consistent with the approved Preliminary Development Plan shall be submitted for review and approval by the Planning Director and shall include the following information:

- a. A color and materials board, consistent with that proposed with the preliminary development plan and with the City's Design Guidelines. No changes to colors shall be made after construction unless previously approved by the Planning Director.
- b. Plans for grouped mailboxes, to reflect high-quality, locking mailboxes within covered decorative shelters. Plans shall be submitted showing the locations, design, material, and color of these structures and are to be consistent with the overall project design theme. If grouped mail boxes are not used, a design for attractive, decorative mail box supports shall be provided.
- c. Plans reflecting that all air conditioners and utility connections for air conditioners will be located such that all external equipment is within an area that can be screened and located so as to minimize noise impacts on adjacent properties (e.g., away from non-living areas). Infrastructure for air conditioning systems is required to be installed as a standard feature.
- d. Plans showing how all above-ground utility meters, mechanical equipment and water meters will be enclosed within the buildings or architecturally screened or screened from the streets with minimum 5-gallon shrubs.
- e. Plans showing garbage and recycling receptacle storage areas will be adequately screened from public view with landscaping and/or solid screens or be provided within garages, in which case such areas shall be clear of the required parking area for two cars.
- f. Plans showing the design and location of proposed fencing. Fences/walls about private yard areas along public streets and paseos shall be attractive and consist of a mixture of stucco and decorative metal. Fencing shall provide for both privacy and interaction between neighbors.
- g. Architectural drawings shall be revised to reflect the following:
  - i. Side elevations facing public and private streets shall be further enhanced, e.g., with pop-outs, extension of decorative building materials.
  - ii. Garage doors shall be inset at least 1 foot, where possible.
  - iii. Where there is a change of building materials, they shall be extended from the front façade around the side(s) of the house.
  - iv. Provide details of architectural elements, such as grille work, and porches and window and door trim.
  - v. Where exterior building materials consist primarily of stucco, incorporate another building material(s), such as heavy wooden trim members, tile embellishments, grill work, Bermuda shades, shutters, etc.
  - vi. Where secondary entry doors face public or private streets, glass door must be decorative and multi-paned (e.g., French doors).

- vii. All garages shall provide the minimum required clear space of 14 feet by 20 feet.
- viii. Window placement and/or type (obscured glass) shall take into consideration the privacy of adjacent homes.
- ix. Tile or concrete tile roofs shall be used.

#### Landscaping

- h. Provide a street tree plan and front yard landscaping and irrigation plans. Front yards shall be limited to a maximum 50 percent Fescue turf.
- i. Provide a detailed landscaping and irrigation plans for all common areas, which has been prepared by a licensed landscape architect and in compliance with the City's *Water Efficient Landscape Ordinance*.
- j. Fence design and locations shall be shown on landscape plans.
- k. Plans shall indicate which trees are to be removed. International Society of Arboriculture's worksheets shall be provided, which indicates the value of each tree to be removed.
- l. The landscape plan shall include trees to mitigate the loss of removed protected trees. The City's Tree Preservation Ordinance requires mitigation for trees removed, in addition to any required trees associated with proposed development.
- m. The landscape plan shall show preservation of specimen trees in place wherever feasible, to preserve the character of the neighborhood. The project landscape architect shall work with the City's landscape architect to make every effort to preserve such trees.
- n. The landscape plan shall address the use of evergreen screening trees in areas to enhance compatibility between the project and adjacent uses.
- o. In all landscape areas that are not behind a sidewalk and street curb, there shall be a 6-inch curb around the landscape planter to protect the landscaping from vehicular traffic. This would apply to both sides and at the end of the alleys. The decorative paving directly in front of the garage entrances should flare out to reduce the chance of damage to curbs and landscaping. Show details of decorative paving.
- p. The landscape plan shall be revised to address the following issues: Street trees may not be averaged for an area. Trees shall not be located on property lines; trees shall be clearly located on each separate parcel.
- q. Show trees along the streets where there are missing street trees, where the frontage of a lot is over 50 feet, or where the units' sides face the street.

The sides of lots require trees at 20 to 40 feet on-center, depending on the variety of tree proposed.

- r. Street Trees: City policy requires one street tree for every 20 to 40 feet of frontage. On single-family lots, one 24-inch street tree is required for every 50-foot wide lot. When the lot is wider than 50 feet, two street trees are required per lot. When the lot is wider than 100 feet, one tree is required per every 40 feet or fraction thereof. On a corner lot, there should also be one tree per 40-foot or fraction thereof in the side yard setback. The trees should be at least 20 feet from the corner, 10 feet from a light pole and 5 feet from any utility. There should never be a case where a lot does not have at least one street tree. Trees shall be planted according to the City Standard Detail SD-122.
  - s. Where site improvements or home construction would occur within the drip lines of off-site trees that are proposed to remain in place, tree protection measures information shall be provided.
  - t. Show all site utilities, including cable, water meter and other above-grade utility boxes, on 'Typical Frontage and Alley Loaded Landscape Plan' and provide landscape design that is coordinated with civil grading and drainage plan and utilities plan. Trees shall be planted a minimum of five feet from all utilities. When conflict occurs, relocation of utilities shall be studied before eliminating trees or planting areas.
  - u. Show and label all air conditioning units on the landscape plans, to be screened with five gallon shrubs.
6. Prior to the sale of any lot to an individual owner (and not another developer or builder) or prior to the acceptance of site improvements, whichever first occurs, a homeowners' association shall be created to maintain the private streets, alleys, common area landscaping and open space amenities as depicted on the approved Tentative Tract Map. The developer shall prepare CC&R's for the project and the CC&R's shall be reviewed and approved by the Planning Director. The CC&R's shall include the following conditions:
- a) Each owner shall automatically become a member of the association and shall be subject to a proportionate share of maintenance expenses.
  - b) The owners of the duet single-family homes would maintain all open space and improvements within their parcel footprint with the exception of the driveways.
  - c) A statement regarding all HOA fees shall be provided to homeowners on bright paper.

- d) A reserve fund shall be maintained to cover the costs of replacement and repair of the private streets, alleys, driveways and private common area landscaping including the "paseos."
- e) The association shall be managed and maintained by a professional property management company.
- f) The homeowners' association shall be responsible for maintaining all private streets and other privately owned common areas and facilities on the site including landscaping. These maintenance responsibilities shall include maintaining all stormwater BMPs associated with improvements and landscaping. The CC&R's shall describe how the stormwater BMPs associated with privately owned improvements and landscaping shall be maintained by the association.
- g) The private streets, alleys, driveways entries, common landscaped areas shall be maintained in good repair, and free of debris at all times.
- h) A requirement that the building exteriors, fences, and walls shall be maintained free of graffiti. The owner's representative shall inspect the premises on a weekly basis and any graffiti shall be removed within 72 hours of inspection or within 72 hours of notification by the City's Community Preservation Officer.
- i) The homeowners' association shall maintain the common area irrigation system and maintain the common area landscaping in a healthy, weed-free condition at all times. The homeowner's representative shall inspect the landscaping on a monthly basis and any dead or dying plants (plants that exhibit over 30 percent dieback) shall be replaced within 10 days.
- j) Landscaping and irrigation shall be maintained in all common areas or the City shall have the right to enter upon the property to maintain the exterior portions of the common area at the expense of the homeowners association pursuant to and to the extent authorized by Section 10-3.385 of the Subdivision Ordinance.
- k) The trees planted within the "bulb-outs" within the public streets shall be maintained and retained by the Homeowners Association. The homeowners association shall be responsible for replacing any tree removed within the "bulb-out" landscape areas with a like kind/like size tree as others within the subdivision. The tree shall be replaced within 30-days of notification of its removal.
- l) Trees shall not be severely pruned, topped, or pollarded and any trees that are pruned in this manner shall be replaced with a tree species selected by, and size determined by the Landscape Architect, within the timeframe established by the City and pursuant to the Municipal code.
- m) Pursuant to and to the extent authorized by Section 10-3.385 of the Subdivision Ordinance, a provision that if the homeowners' association fails to maintain the common area or private streets, so that owners, their families, tenants, guests or adjacent owners suffer or will suffer substantial diminution

in the enjoyment, use or property value of the project, the City of Hayward shall have the right to enter upon the project and to commence and complete such work as is necessary to maintain the common areas and private streets, after reasonable notice, and lien the properties for their proportionate share of the costs.

- n) The garage of each unit shall be maintained for off-street parking and shall not be converted to living or storage areas. An automatic garage door opening mechanism shall be provided for all garage doors.
- o) The homeowners association shall maintain in good repair all fencing, parking and street surfaces, common landscaping, lighting, trash enclosures, drainage facilities, project signs, etc. The homeowners' association shall maintain in good repair the building exteriors. The CC&Rs shall include provisions as to a reasonable time period that a unit shall be repainted, the limitations of work (modifications) allowed on the exterior of the building, the formation of a design review committee and its power to review changes proposed on a building exterior and its color scheme, and the right of the homeowners association to have necessary work done and to place a lien upon the property if maintenance and repair of the unit is not executed within a specified time frame. The premises shall be kept clean.
- p) The open parking spaces within parking bays or on the street shall be provided for and maintained as visitors' spaces and shall not be used for recreational vehicles, camper shells, boats or trailers. These spaces shall be clearly marked and monitored by the homeowners association. Parking stalls shall be used only for vehicles in operating condition. The on-street parking on Montevina Way and on the private alleyways shall be limited to 24 hour parking. The homeowners association shall remove vehicles parked contrary to this provision. The developer shall include in the CC&Rs authority to tow illegally-parked vehicles.
- q) Utility meters, when not enclosed in a cabinet, shall be screened by either plant materials or decorative screen, allowing sufficient access for reading.
- r) Any future modification to the approved site plan shall require review and approval by either the Planning Director or the Planning Commission as provided in the Municipal Code and Development Agreement.
- s) Future additions to units are prohibited.
- u) The CC&Rs shall specify the outdoor collection locations of trash and recycle containers. In addition, trash and recycle containers shall not be moved to the collection location more than 24 hours prior to collection and shall be removed within 24 hours after collection.

**Inclusionary Housing**

7. Pursuant to the Inclusionary Housing Ordinance (IH Ordinance), Applicant shall set aside and sell 15% of the dwelling units of the project as affordable to moderate-income households.
8. The moderate-income units shall be integrated with the project as proposed in the Inclusionary Housing Plan (IH Plan) submitted by Applicant on July 2, 2007 with the project's development application or in an alternative form acceptable to the City.
9. Pursuant to the IH Ordinance, the number of bedrooms of the moderate-income units shall be the same as those in the market-rate units, except that if the market-rate units provide more than four bedrooms, the moderate-income units need not provide more than four bedrooms. Per the IH Plan submitted by Applicant all units in the project including the moderate-income units shall be three bedrooms.
10. Pursuant to the IH Ordinance, the moderate-income units must be legally restricted to occupancy by moderate-income households for a minimum of 45 years. City shall provide Applicant the resale and rental restrictions, deeds of trust, rights of first refusal and other documents that will be used to assure that the moderate-income units remain affordable for the desired term.
11. Prior to approval of a tentative map, Applicant and the City shall enter into and record an Inclusionary Housing Agreement (IH Agreement) in a form acceptable to the City and consistent with the IH Plan submitted by Applicant. The IH Agreement shall include the maximum sales prices of the moderate-income units which shall be determined periodically by the City based on current income levels in Alameda County and the housing cost factors required to be considered under the IH Ordinance.
12. Prior to approval of a building permit, Applicant shall provide a marketing plan for sale of the moderate-income units in a form acceptable to the City.
13. Pursuant to the IH Ordinance, no building permits shall be issued for market-rate units until permits for all affordable units have been obtained, unless the moderate-income units are constructed in phases pursuant to a plan approved by City Council. Per the IH Plan submitted by Applicant, developer proposes to construct the development in three phases. Whenever applicable, moderate-income units shall be proportionally constructed in each phase.
14. Pursuant to the IH Ordinance, no certificates of occupancy shall be issued for market-rate units until certificates of occupancy for all moderate-income units have been obtained, unless the moderate-income units are constructed in phases pursuant to a plan approved by City Council.

15. Applicant's proposed development application contains two parcels to be developed in the future contingent on the Applicant's provision of additional parking spaces. If Applicant fulfills the development requirements and later develops the additional two units, Applicant shall pay the City the applicable and current in-lieu fee for the additional moderate-income unit required by the increase of the total number of units in the development.
16. Mitigation Measure IV-e: In accordance with Hayward's Tree Preservation Ordinance, any "protected" trees as defined by the City's Tree Preservation Ordinance that are to be removed as a result of the project shall be replaced with like-size, like-kind trees or trees equal in value to them, as determined by the City's Landscape Architect. Also, if feasible through adjustments to location of roads, fences or buildings, the three off-site trees suggested for preservation must be protected during construction. Measures recommended by the project arborist to preserve those three trees, including installation of tree protection fencing, shall be implemented. Such measures will ensure impacts due to removal of protected trees are less than significant.
17. Mitigation Measure XI-a: Sound-reducing measures shall be incorporated in project design so that outdoor spaces for the two impacted units, units 19 and 20, would comply with the City's outdoor noise standards for single-family residential development. Such measures will reduce noise impacts to levels of insignificance.

### Landscaping

18. Prior to the approval of improvement plans, or issuance of the first building permit, detailed landscape and irrigation plans for all landscaped areas shall be prepared by a licensed landscape architect and submitted for review and approval by the City. Landscaping and irrigation plans shall comply with the City's *Water Efficient Landscape Ordinance*.
19. A separate tree removal permit is required prior to the removal of any trees that is available through the City Landscape Architect. Tree mitigation shall be required for any trees removed above and beyond the required trees based on the approved value in the project arborist report as determined by the City Landscape Architect.
20. Provide tree mitigation plan showing all existing trees and indicate trees to be removed and saved. The mitigation plan shall include a mitigation summary chart demonstrating how the mitigation goal is met within the project site above and beyond required trees. Show dripline of the existing trees to be saved or transplanted on the landscape plan.
21. Tree protection measure information shall be provided for the off-site trees that are proposed to remain in place where the site improvements or home construction occur within drip line of the trees in adjacent properties.

22. Grading and improvement plans shall include tree preservation and protection measures, as required by the City Landscape Architect. Trees shall be fenced at the drip line throughout the construction period and shall be maintained in a healthy condition throughout the construction period. Where trees are being removed, mitigation for the removed trees equal to their value shall be provided as outlined in the City Tree Preservation Ordinance.
23. Street Trees: City policy on street trees is one for every 20 – 40 feet of frontage. On single-family lots, one 24-inch street tree is required for every 50' wide lot. When the lot is wider than 50 feet, provide 2 street trees per lot. When the lot is wider than 100', one tree is required per 40' or fraction thereof. On a corner lot, there should also be one per 40' or fraction thereof on the side yard setback. The trees should be 20' from the corner, a minimum of 5-foot away from any underground utilities, a minimum of 15 feet from a light pole, and a minimum 30 feet from the face of a traffic signal, or as otherwise specified by the city. Root barrier shall be provided for all trees that are located within 7 feet of paved edges or structure. There should never be a case where a lot does not have at least one street tree. Trees shall be planted according to the City Standard Detail SD-122.
24. Final Landscape plans shall specify site amenities such as, benches, tables, fencing, play equipment and barbecues, for the common open space areas.
25. Provide revised Phase I landscape, irrigation and lighting plans incorporating Phase II development.
26. All trees planted in turf areas must be provided with a plastic trunk guard.
27. When the turf area doesn't serve functional purposes, consider using "No-Mow" type of Fescue rather than conventional Sod.
28. Show and label all AC units on the landscape plans and screened with five gallon shrubs. Add a note on the plan that all utilities will be screened with five gallon shrubs.
29. All landscape planting area that is adjacent to pavement shall have a minimum 6-inch raised concrete curb over pavement.
30. No utilities shall be located in the small planting areas between two driveways for all duplex units.
31. Make certain that the planting areas where Sequoia is proposed will accommodate the tree's future growth.
32. Do not use turf adjacent to the driveway.
33. Add note that groundcover is to extend under all shrub areas.
34. Provide bark, pre-emergent, and groundcover in all shrub beds.

35. Adopt Bay Friendly Landscaping concept. Stock pile topsoil on site. Amend soil with compost. Replace nitrified soil conditioner and commercial fertilizer with minimum 6 inches deep compost to all planting areas and rototill thoroughly into minimum top 8-12 inches of soil. Minimize turf area. See [www.stopwaste.org](http://www.stopwaste.org) and [www.BayFriendly.org](http://www.BayFriendly.org).
36. Mulch shall be "recycled" or "greenwaste" chipped mulch in dark brown color or compost can be used in place of chipped mulch at windy sites.
37. Bollard light in Paseos on Sheet L-2 is different than the bollard light in planting on Sheet L-4. Please coordinate.
38. Provide automatic irrigation system that provides 100% coverage to the landscape area.
39. Drip emitters or a bubbler shall be provided to each tree. Bubblers shall not exceed 1.5 gallons per minute per device. Bubblers for trees shall be placed on a separate valve.
40. All common area landscaping, irrigation and other required improvements shall be installed prior to acceptance of tract improvements, or occupancy of 80% of the dwelling units, whichever first occurs.
41. Front yard landscaping and street trees shall be installed prior to occupancy of each lot.
42. Landscape improvements shall be installed according to the approved plans and a Certificate of Substantial Completion, and an Irrigation Schedule shall be submitted prior to the issuance of a Certificate of Occupancy.
43. Landscaping shall be maintained in a healthy, weed-free condition at all times. Plants shall be replaced when necessary. Required street, parking lot and buffer trees that are severely topped or pruned shall be replaced immediately, as determined by the City Landscape Architect.
44. Prior to the sale of any individual unit/lot, or prior to the acceptance of tract improvements, whichever first occurs, a homeowners' association shall be created to maintain the common area landscaping and open space amenities. Each owner shall automatically become a member of the association and shall be subject to a proportionate share of maintenance expenses. A reserve fund shall be maintained to cover the costs of replacement and repair of all improvements shown on the approved plans.
45. A covenant or deed restriction shall be recorded with each lot requiring the property owner to properly maintain the front yard landscaping and street trees, and to replace any dead or dying plant material (over 30% of the plant dead) within 15 days of first notification.
46. Park Dedication In-Lieu Fees are required for all net new dwelling units. Fees shall be those in effect at the time of issuance of the building permit. These in-lieu fees shall be used for improvements within Greenwood Park and/or other parks in the area.

47. Prior to the issuance of a grading or building permit, the developer shall provide a tree preservation bond, surety or deposit, equal in value to the trees to be preserved. The bond, surety or deposit shall be returned two years after the tract is accepted if the trees are found to be in a healthy, thriving and undamaged condition. The developer shall provide an arborist's report evaluating the condition of the trees at that time.

### **Fire Protection**

48. The new private driveway extension located at the parcels marked 18, 19, 20 and 21 will need to have the hammerhead turning area redesigned to allow for fire apparatus to make an adequate turnaround.
49. Red-painted curbing and fire lane signage will also be required for each proposed (new) driveway, including the hammerhead turning area.
50. The Fire Department is OK with the new fire hydrant locations as reflected on the plans. Fire hydrants shall be modified steamer type fire hydrants and shall be capable of flowing 1,500 gpm at 20 PSI.
51. The single-family structures being proposed for this development that are three stories in height will require automatic fire sprinkler systems designed and installed per NFPA 13-D Standards.
52. If applicable, water meter and service lines for the three story buildings shall be sized adequately to support the water demand required for fire sprinklers and domestic water fixtures.
53. All single-family dwellings shall have smoke detectors installed per the California Building Code.
54. Class C minimum roofing will be required for each building.
55. Spark arrestors shall be installed on any chimney cap.
56. Building address numbers shall be self-illuminated, 4-inch minimum in size, and visible from the street (and driveway). In addition, a monument sign will be required at each driveway opening indicating the address numbers of all homes that are located along the private driveways.
57. The Hayward Fire Department will need to confirm that this property meets proper clearance requirements. If not already proven, a Phase I or other approved certification shall be conducted. The applicant should notify the Hazardous Materials Coordinator (Hugh Murphy) for further information and instructions.

### **Other**

58. A copy of these conditions of approval shall be included on a full-sized sheet(s) in the plan set.
59. Show an exterior hose bib for each private yard, patio or porch area on the ground floor.
60. No mechanical equipment shall be placed on the roof unless it is completely screened from view by the proposed roof structure. Roof apparatus, such as vents, shall be painted to match the roof color. All roof vents shall be shown on roof plans and elevations. Vent piping shall not extend higher than required by Building Code.
61. The developer shall cause to be recorded an avigation easement for each unit to the satisfaction of the Public Works Director, prior to occupancy.
62. The applicant shall record a deed restriction on lots 21 and 22 restricting development of homes on those lots until such time as an overall 3.0 parking spaces per unit ratio can be met. In the interim, parking spaces shall be provided in-lieu of those two residential units such that the overall parking ratio of 3.0 spaces per unit is achieved. The deed restriction language shall be reviewed by City staff prior to recordation of the deed restriction. The deed restriction shall be recorded prior to issuance of any building permits.
63. The applicant shall pay additional in-lieu park fees totaling \$117,000 to cover the costs associated with development of 1,400 square feet of group open space in-lieu of providing group open space within the proposed 22-unit development.
64. Prior to issuance of a grading permit, the applicant shall submit a work plan for additional site sampling to the Department of Toxic Substances Control (DTSC) for their review and approval. The additional soil sampling shall be completed to the satisfaction of DTSC and confirmation submitted to the Planning Division prior to issuance of the grading permit.

## CONDITIONS OF APPROVAL TENTATIVE TRACT MAP 7658

1. Unless otherwise stated, all necessary easements shall be dedicated, and all improvements shall be designed and installed at no cost to the City of Hayward.
2. All improvements shall be designed and constructed in accordance with the City of Hayward Municipal Code – Chapter 10, Article 3, and Standard Specifications and Details – unless otherwise indicated hereinafter.
3. The applicant/developer's engineer shall perform all design work unless otherwise indicated.
4. A copy of these approved conditions of approval shall be inscribed on full-sized sheets in the tentative tract map and tract improvement plan sheets.

### IMPROVEMENTS

5. Grading and improvement plans shall be submitted to the City Engineer for review and approval. Subject plans shall, in addition to the standard improvements, incorporate the following conditions and design requirements:

#### Streets

11. The private streets' pavement sections shall be designed to public street standards.

#### *Alleys*

12. Alley approaches shall meet City of Hayward's Standard Detail SD-109, with allowances as approved by the City Engineer to meet handicap accessibility slope standards across the alley. Where an alley is provided to access more than one unit, the minimum travel lane width shall be 24 feet.
13. No parking shall be allowed within the alleys. Red curbs and fire lane signage shall be installed along both sides of the alleys as approved by the Fire Chief and City Engineer.
14. The on-site streetlights and pedestrian lighting shall have a decorative design approved by the Planning Director. The locations of the lights shall be shown on the improvement plans and shall be approved by the City Engineer. Such fixtures shall have shields to minimize "spill-over" lighting on adjacent properties that are not part of the tract. If independent street light poles are proposed within the alleys, an alternative plan for providing decorative lighting attached to the buildings shall be provided.
15. The alleys shall not extend more than 5 feet beyond the garage doors of the end units served by such alleys, unless needed for designated parking spaces.

**Storm Drainage**

16. The on-site storm drain system shall be a private system owned and maintained by the homeowners association.
17. The development shall not block runoff from, or augment runoff to, adjacent properties. The drainage area map developed for the hydrology design shall clearly indicate all areas tributary to the project site. Mitigation measures will be required to mitigate augmented runoff with off-site and/or on-site improvements.
18. The latest edition of the Alameda County Flood Control and Water Conservation District's Hydrology and Hydraulics Criteria Summary shall be used to design the storm drain system. A detailed grading and drainage plan with supporting calculations and a completed Drainage Review Checklist shall be submitted, which shall meet the approval of the Alameda County Flood Control and Water Conservation District staff and the City Engineer. Development of this site is not to augment runoff to the District's downstream flood control facilities. The hydrology calculations shall substantiate that there will be no net increases in the quantity of runoff from the site versus the flow rate derived from the original design of the main facilities. If there is augmented project-generated runoff, off-site and/or on-site mitigation measures will be necessary as approved by the District.
19. The storm drains in the private street and alley shall be located a minimum of one foot from the face of curb for pipes up to 24 inches in diameter and 2 feet from the face of curb for pipes 27 to 48 inches in diameter.
20. No surface runoff is allowed to flow over the sidewalks and/or driveways. Area drains shall be installed behind the sidewalks to collect all runoff from the project site.
21. All storm drain inlets must be labeled "No Dumping - Drains to Bay," using City-approved methods.

***Stormwater Quality Requirements***

22. A Storm Water Pollution Prevention Plan (SWPPP) shall be submitted with a design to reduce discharge of pollutants and sediments into the downstream storm drain system for review and approval of the City Engineer.
23. The project plans shall include the storm drain design in compliance with post-construction stormwater requirements to provide treatment of the stormwater according to the National Pollutant Discharge Elimination System (NPDES) permit's numeric criteria. The storm drain design shall comply with the C.3 established thresholds and shall incorporate measures to minimize pollutants to the maximum extent practicable (MEP).
24. The project plans shall identify Best Management Practices (BMPs) appropriate to the uses conducted on-site to effectively prevent the entry of pollutants into storm water runoff. Roof leaders shall discharge into a landscaped area or a grassy swale prior to stormwater runoff entering an underground pipe system.

25. The project should be designed to direct runoff to the landscaped yards and common space, prior to entering into the underground pipe system. Unit pavers should also be considered for impervious areas such as the driveways, parking areas and fire truck turnarounds.
26. The proposed BMPs shall be designed to comply with the hydraulic sizing criteria listed in Provision C.3 of the Alameda County Clean Water Program (ACCWP) NPDES permit (page 22). In addition, the California Stormwater Quality Association's Stormwater Best Management Practice Handbook New Development and Redevelopment, Subsection 5.5 on pages 5 – 12 has a section titled "BMP Design Criteria for Flow and Volume." Those materials are available in the internet at [www.cabmphandbooks.com](http://www.cabmphandbooks.com) for your reference.
27. The project plans shall also include erosion and sediment control measures to prevent soil, dirt, debris and contaminated materials from entering the storm drain system, in accordance with the regulations outlined in the Association of Bay Area Governments (ABAG) Erosion and Sediment Control Handbook.
28. The applicant/developer is responsible for ensuring that all contractors are aware of all storm water quality measures and implement such measures. Failure to comply with the approved construction BMPs will result in the issuance of correction notices, citations or a project stop order.
29. Landscaping shall be designed with efficient irrigation to reduce runoff, promote surface infiltration, and minimize the use of fertilizers and pesticides that can contribute to stormwater pollution. Where feasible, as determined by the City Engineer and Landscape Architect, landscaping should be designed and operated to treat stormwater runoff. Landscaping shall also comply with the City's "water efficient landscape ordinance."

## **Utilities**

### ***Sanitary Sewer***

30. Sanitary sewer service is available subject to standard conditions and fees in effect at the time of application.
31. The sanitary sewer mains within the private streets and private alleys shall be designed in accordance with the City of Hayward Standard Details.
32. All on-site sanitary sewer mains shall be 8 inches in diameter and manhole shall be installed at the beginning and the end of each sanitary sewer main. The sanitary sewer mains shall be located in the middle of the streets.
33. Each residential unit shall have a separate sanitary sewer lateral.
34. Any existing sanitary sewer laterals shall be abandoned. The laterals shall be severed at the sewer main and the wyes shall be plugged using a mechanical plug. This work shall be paid for by the developer.

***Water System***

35. Water service is available subject to standard conditions and fees in effect at the time of application.
36. The water mains within the private streets shall be public mains, designed and constructed to City standards and approved by the Fire Chief and City Engineer.
37. Water meters and services are to be located a minimum of 2 feet from top of driveway flares, as per City Standard Details 213 through 218. Water meters are to be located a minimum of 6 feet from sanitary sewer laterals, as per State Health Code. Driveway cuts shall be staked before service laterals are installed.
38. All water mains shall be looped and located 5 feet from the face of curb.
39. Each residential unit shall have an individual radio read water meter.
40. All existing water services shall be abandoned by turning off the corporation stop and cutting the existing line. This work shall be done under the direct supervision of a City inspector.
41. Fire hydrants shall be provided within the development and locations shall be approved by the Fire Chief and City Engineer prior to commencing construction.
42. The fire service line for the fire hydrant shall have a double check detector assembly with trim meter.
43. If a sprinkler is required for a building, a reduce pressure backflow preventer shall be installed behind the water meter per City Standard Detail SD-202.
44. A reduced pressure backflow preventer shall be installed behind the water meter for irrigation services, per City of Hayward Standard Detail 202.

***Other Utilities (PG&E, phone, etc..)***

45. All overhead lines within the project boundary, as well as along the frontage of properties identified as "Potential Future Site Plan to Complete Housing Development" as shown on sheet C2 of the Tentative Map set, shall be undergrounded.
46. All service to dwellings shall be an "underground service" designed and installed in accordance with the Pacific Gas and Electric Company, AT&T (phone) Company and local cable company regulations. All facilities necessary to provide service to the dwellings, including transformers and switchgear, shall also be undergrounded.
47. All utilities, including water mains, located underneath decorative paving or "turf block" shall be encased in steel sleeves.

48. The joint trench design and location shall meet the approval of the City Engineer.
49. Ductile iron pipe is required in all "off-street" easements, and control valves are required in streets before entering such easements.
50. All surface-mounted hardware (fire hydrants, electroliers, etc.) along the proposed private streets, driveways or public streets shall be located outside of the sidewalk within the Public Utility Easement in accordance with the requirements of the City Engineer or, where applicable, the Fire Chief.
51. All utilities shall be designed in accordance with the requirements of the City and applicable public agency standards.
52. City standard electroliers shall be installed along the Saklan Road and Eden Avenue frontages, as well as along the frontage of properties identified as "Potential Future Site Plan to Complete Housing Development" as shown on sheet C2 of the Tentative Map set. The design and location shall be approved by the City Engineer. The electroliers shall be public.
53. Decorative street lights shall be installed along the private streets and alleys. The design and location of these lights shall meet the approval of the Planning Director and the City Engineer. The lights will be private lights and the cost of operation and maintenance shall be born by the homeowners association created for this subdivision. Such fixtures shall have shields to minimize "spill-over" lighting on adjacent properties that are not part of the tract.
54. No utilities shall be located in the area between two driveways for all duplex units.

### **Fire Protection**

55. Satisfy the following the requirements of the City of Hayward Fire Department:
  - a. Design of the public streets, private streets and alleys shall meet the Fire and Public Works Department Standards.
  - b. All public and private streets and alleys shall be designed to withstand 50,000 lbs. gross vehicle weight of fire apparatus. Such standard is also applicable to pavers or decorative concrete.
  - c. All public and private streets and alleys shall be designed with an all-weather surface pavement.
  - d. Private streets and alleys shall be dedicated fire lanes. Parking of vehicles shall only be allowed in designated parking stalls. Where there is no on-street parking, the street curbs shall be painted red and fire lane signage shall be installed in locations required by the Fire Department.
  - e. Addresses of buildings shall be in compliance with the Fire Department requirements. All buildings shall have a minimum 4 inch self-illuminated address installed on the front of the building so as to be visible from the street. A decorative address monument sign shall be installed at each alley entrance,

- indicating the building addresses for the units served by such access. Minimum size numbers shall be 6 inches in height on a contrasting background.
- f. Fire hydrants shall be spaced (at minimum) every 400 feet and shall be installed in locations approved by the Fire Department. The type of fire hydrant shall be a modified steamer, capable of flowing 1,500 gallons per minute at 20 PSI for a two-hour duration. The design and layout of the hydrants shall be reviewed and approved by the Fire Department.
  - g. Blue reflective pavement markers shall be installed in the street adjacent to the fire hydrant locations.
  - h. Crash post protection may be required for fire hydrant if it is located in an unprotected area susceptible to potential vehicular impacts.
  - i. Fire hydrants for the development shall be completed and operational prior to the start of combustible construction or storage of combustible construction materials.
  - j. A health-based and water quality clearance shall be obtained from either the State Department of Toxic Substances Control or the California Regional Water Quality Control Board (SF Bay Region) prior to starting of grading or construction. If it is determined that remediation of soil and/or groundwater is necessary, oversight of one of these two agencies would be required.

#### **Dedications, Easements and Encroachment Permits**

- 56. The final map shall reflect all easements needed to accommodate the public portions of the sanitary sewer and water systems that are outside of the private streets. The easements shall be a minimum of 12 feet wide. The private streets shall be designated as a Public Utility Easement, (PUE) Sanitary Sewer Easement (SSE) and Emergency Vehicle Access Easement (EVAE).
- 57. The final map shall reflect a ten-foot wide right-of-way dedication along the Saklan Road and a six-foot wide along Eden Avenue subdivision frontages, consistent with the proposed Mt. Eden Annexation Area improvement plans.
- 58. The final map shall reflect easements that would reserve access rights (ingress/egress) over the streets and alleys as approved by this tentative tract map for use as access in the future development of those properties that are shown as "Potential Future Site Plan to Complete Housing Development" on sheet C2 of the Tentative Map.
- 59. Prior to the approval of the final map, all documents that need to be recorded with the final map shall be approved by appropriate department managers and any unpaid invoices or other outstanding charges accrued to the City for the processing of the subdivision application shall be paid.
- 60. The owner/developer shall prepare a Stormwater Treatment Measures Maintenance Agreement (available in the Engineering and Transportation Division). The Maintenance Agreement shall be recorded in concurrence with the final map at the Alameda County Recorder's Office to ensure that the maintenance is bound to the property in perpetuity.

**Subdivision Agreement**

61. The developer shall execute a subdivision agreement and post bonds with the City that shall secure the construction of the public improvements per Section 10-3.332 of the Municipal Code: Security for Installation of Improvements. Insurance shall be provided per the terms of the subdivision agreement.

**Homeowners Association and Covenants, Conditions and Restrictions**

62. The Eden Pointe Owners' Association created for Mount Eden phase I Tract 7657 and incorporated on July 10, 2007, shall be amended to include Mount Eden phase II Tract 7658. The developer shall file an amendment with the State Department of Real Estate after the Tract Map 7658 is approved. Each owner shall automatically become a member of the association and shall be subject to a proportionate share of maintenance expenses. The Eden Pointe Owners' Association shall be responsible for maintaining all private streets and alleys, private street lights, private utilities, and other privately owned common areas and facilities on the site, including, but not limited to landscaping, preservation and replacement of trees, and decorative paving that extends into public streets. For any necessary repairs done by the City in locations under the on-site decorative paved areas, the City shall not be responsible for the replacement cost of the decorative paving. The replacement cost shall be borne by the Eden Pointe Owners' Association.

**PRIOR TO CONSTRUCTION OR GRADING**

63. Prior to the issuance of a grading permit and/or the beginning of any construction activity on-site, detailed grading, erosion and sediment control measures and drainage plans with supporting calculations and a completed Drainage Review Checklist shall be submitted for review and approval of the City Engineer.
64. Prior to the issuance of a grading permit and/or the beginning of any construction activity on-site, the Developer's Engineer shall submit completed the Development Building Application Form Information consisting of: 1) Impervious Material Form and 2) Operation and Maintenance Information Form.
65. Prior to the issuance of a grading permit and/or the beginning of any construction activity on-site, the developer shall provide a copy of the Notice of Intent filed with the State Water Resources Control Board.
66. Prior to the issuance of a grading or building permit, the developer shall provide a tree preservation bond, surety or deposit, equal in value to the trees to be preserved. The bond, surety or deposit shall be returned two years after the tract is accepted if the trees are found to be in a healthy, thriving and undamaged condition. The developer shall provide an arborist's report evaluating the condition of the trees at that time.

67. Prior to the issuance of a tree removal permit, landscape plans including a tree mitigation summary shall be submitted to the City Landscape Architect for review and approved. That approved landscape plans and a summary of list of trees to be removed shall be attached to the tree removal permit.
68. Tree removal activities shall be performed outside of the nesting season (February 1 through August 31), or pre-construction surveys of all trees to be removed on site shall be performed by a qualified biologist to ensure that there are no any active nests used by raptors or other birds. A 250-foot buffer should be established around any trees with active nests until the young have fledged to ensure nesting is not adversely affected by construction activities.
69. A full geotechnical evaluation shall be conducted; and if liquefaction is determined to be probable, measures as recommended by the project geotechnical consultant shall be implemented.
70. A full geotechnical evaluation shall be conducted, and if highly-expansive soils are determined to be present, measures as recommended by the project geotechnical consultant shall be implemented.
71. Recommendations of the project geotechnical consultant, TerraSearch, Inc., shall be implemented, including those related to ground-motion parameters for use in structural design of buildings.
72. Supplemental documents shall be submitted at times as specified below:
  - I. A health-based and water quality clearance shall be obtained from either the State Department of Toxic Substance Control or the California Regional Water Quality Control Board (SF Bay Region), prior to start of grading or construction. If it is determined that remediation of soil and/or groundwater is necessary, oversight of one of these two agencies would be required.
  - II. State-certified lead-based paint (LBP) and asbestos professional(s) shall be retained to perform a LBP and asbestos containing material (ACM) survey of structures for testing and confirmation of LBP and ACM within and around the structures, and if such surveys show the presence of such substances, remediation plans shall be developed and implemented, in accordance with State and federal regulations. This information shall be provided before issuance of any deconstruction permits.
  - III. All domestic water wells and septic tanks and leach lines from the project site shall be destroyed and removed, in accordance with local, County and State regulations.

**PRIOR TO CONSTRUCTION WITH COMBUSTIBLE MATERIALS**

73. Required water system improvements shall be completed and operational prior to the start of combustible construction.

**DURING CONSTRUCTION**

74. The following control measures for construction noise, grading and construction activities shall be adhered to, unless otherwise approved by the Planning Director or City Engineer:
- a. Grading and construction activities shall be limited to the hours 7:30 AM to 6:00 PM on weekdays; there shall be no grading or construction activities on the weekend or national holidays.
  - b. Grading and construction equipment shall be properly muffled.
  - c. Unnecessary idling of grading and construction equipment is prohibited.
  - d. Stationary noise-generating construction equipment, such as compressors, shall be located as far as practical from occupied residential units.
  - e. Applicant/developer shall designate a "noise disturbance coordinator" who will be responsible for responding to any local complaints about construction noise.
  - f. The developer shall participate in the City's recycling program during construction.
  - g. Daily clean up of trash and debris shall occur along all peripheral streets and other neighborhood streets utilized by construction equipment or vehicles making deliveries.
  - h. The site shall be watered twice daily during site grading and earth removal work, or at other times as may be needed to control dust emissions.
  - i. All grading and earth removal work shall follow remediation plan requirements, if soil contamination is found to exist on the site.
  - j. All unpaved access roads, parking areas and staging areas at construction sites shall be paved, have water applied three times daily, or non-toxic soil stabilizers applied.
  - k. All paved access roads, parking areas and staging areas at construction sites shall be swept daily (with water sweepers).
  - l. Inactive construction areas (previously graded areas inactive for 10-days or more) shall have non-toxic soil stabilizers applied, or shall be hydroseeded.
  - m. Exposed stockpiles (dirt, sand, etc.) shall be enclosed, covered, watered twice daily or applied with non-toxic soil binders.
  - n. Construction debris shall be gathered on a regular basis and placed in a dumpster or other container that is emptied or removed on a weekly basis. When appropriate, tarps on the ground are to be used to collect fallen debris or splatters that could contribute to storm water pollution.
  - o. All dirt, gravel, rubbish, refuse and green waste from the sidewalk, street pavement, and storm drain system adjoining the project site shall be removed. During wet weather, driving vehicles off paved areas and other outdoor work areas shall be avoided.
  - p. The sidewalks and public street pavement adjoining the project site shall be broom-swept on a daily basis. Caked on mud or dirt shall be scraped from these areas before sweeping.
  - q. No site grading shall occur during the rainy season, between October 15 and April 15, unless approved erosion control measures are in place.

- r. Filter materials (such as sandbags, filter fabric, etc.) shall be installed at the storm drain inlet nearest the downstream side of the project site prior to: 1) start of the rainy season; 2) site dewatering activities; 3) street washing activities; or 4) saw cutting asphalt or concrete activities, or in order to retain any debris or dirt flowing into the storm drain system. Filter materials shall be maintained and/or replaced as necessary to ensure effectiveness and prevent street flooding. Dispose of filter particles shall be properly disposed in the trash.
  - s. A contained and covered area shall be created on the site for the storage of bags of cement, paints, flammables, oils, fertilizers, pesticides or any other materials used on the project site that have the potential for being discharged to the storm drain system through being windblown or in the event of a material spill.
  - t. Cleaning machinery, tools, brushes, etc., or rinsing containers, into a street, gutter, storm drain or stream is prohibited (see City's "Building Maintenance/Remodeling" flyer for more information).
  - u. Concrete/gunite supply trucks or concrete/plasters finishing operations shall not discharge washwater into street gutters or drains.
  - v. The applicant/developer shall immediately report any soil or water contamination noticed during construction to the City Fire Department Hazardous Materials Division, the Alameda County Department of Health and the Regional Water Quality Control Board.
75. A representative of the project soils engineer shall be on the site during grading operations and shall perform such testing as deemed necessary by the City Engineer. The representative of the soils engineer shall observe all grading operations and provide any recommended corrective measures to the contractor and the City Engineer.
76. The minimum soils sampling and testing frequency shall conform to Chapter 8 of the Caltrans Construction Manual. The subdivider shall require the soils engineer to daily submit all testing and sampling and reports to the City Engineer.
77. The developer shall be responsible to adhere to all aspects of the Storm Water Pollution Prevention Plan (SWPPP) as approved per the aforementioned condition of approval.
78. Tree preservation and protection measures, as required by the City Landscape Architect, shall be included in grading and improvement plans. Trees shall be fenced at the drip line throughout the construction period and shall be maintained in a healthy condition throughout the construction period. Where trees are being removed, mitigation for the removed trees equal to their value shall be provided as outlined in the City Tree Preservation Ordinance.
79. Tree protection measures information shall be provided for the off-site trees that are proposed to remain in place, where the site improvements or home construction would occur within the drip lines of such trees.
80. All common area landscaping, irrigation and other required improvements shall be installed according to the approved plans.

**PRIOR TO CONNECTION OF UTILITIES AND ISSUANCE OF CERTIFICATES OF OCCUPANCY**

81. The applicant/developer shall be obligated for the following fees. The amount of the fee shall be in accordance with the fee schedule in effect at the time Tentative Map was accepted as complete, unless otherwise indicated hereinafter:
  - a. Supplemental Building Construction and Improvement Tax
  - b. School Impact Fee
  - c. Water Facilities Fee and Sewer Connection Fee for each dwelling unit at the rate in effect when the utility service permit for the dwelling unit is issued.
82. Only water distribution personnel shall perform operation of valves on the Hayward Water System.
83. Only water distribution personnel shall install tapping tee and tapping valve and perform the connection on the Hayward Water System.
84. Prior to granting occupancy, water service meters shall be installed by water distribution personnel at the developer's expense. The application for water services shall be presented to the City Inspector.
85. Prior to the City installing the water meters, the subdivider shall provide the Public Works-Utilities with certified costs covering the installation of the public water mains and appurtenances.

**PRIOR TO CITY APPROVAL OF THE TRACT IMPROVEMENTS AS BEING COMPLETED**

86. All tract improvements, including the complete installation of all improvements relative to streets, fencing, sanitary sewer, storm drainage, water system, underground utilities, etc., shall be completed and attested to by the City Engineer before approval of occupancy of any unit. Where facilities of other agencies are involved, such installation shall be verified as having been completed and accepted by those agencies.
87. All common area landscaping, irrigation and other required improvements shall be installed prior to acceptance of tract improvements, or occupancy of 80 percent of the dwelling units, whichever first occurs.
88. Prior to the sale of any individual unit/lot, or prior to the acceptance of tract improvements, whichever first occurs, the developer shall file an amendment with the State Department of Real Estate to amend the Eden Pointe Owners' Association created for Mount Eden phase I Tract 7657 and incorporated on July 10, 2007, to include Mount Eden phase II Tract 7658. Each owner shall automatically become a member of the association and shall be subject to a proportionate share of maintenance expenses. A reserve fund shall be maintained to cover the costs of replacement and repair of all improvements shown on the approved plans.

89. The improvements associated with the Pacific Gas and Electric Company, AT&T (phone) company and local cable company shall be installed to the satisfaction of the respective companies.
90. The subdivider shall submit an "as built" plan indicating the following:
  - a. All underground facilities, sanitary sewer mains and laterals, water services (including meter locations), Pacific Gas and Electric, AT&T (phone) facilities, local cable company, etc.
  - b. All the site improvements, except landscaping species, buildings and appurtenant structures.

**PRIOR TO ISSUANCE OF BUILDING PERMITS**

91. The developer shall pay a per dwelling fee of \$10,008 to Benefit District 411-06 – Saklan Road Unincorporated Island Water, Sewer, and Storm Drain Benefit District. This Benefit District was established by Council on January 16, 2007 to install water, sewer, and storm drain improvements in the context of the Mt. Eden Annexation. Since the fee applies to future development or additional units on any parcel, developer will receive credit for up to three units that existed on the property prior to its redevelopment.

**THE REFERENCED EXHIBIT(S) IS/ARE  
ATTACHED AS A SEPARATE LINK**

proposed.

Commissioner McKillop commended staff and merchants on Auto Row for their effort in creating an Auto Row that is recognizable. Ms. McKillop added that the proposal meets the intent of the General Plan.

Commissioner Sacks concurred with the motion on the floor indicating support for the maintenance condition for the banners.

Commissioner Loché concurred with Commissioner Sacks indicating support for the motion.

Chair Peixoto supported the motion.

Commissioner Lavelle moved, seconded by Commissioner Mendall, and unanimously approved with Commissioner Thnay absent, to recommend to City Council to find the project Categorical Exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15311, Class 11 (a), Accessory Structures; and Approve the Text Amendment subject to the findings.

2. **Zone Change Application No. PL-2006-0375 PD; Vesting Tentative Tract Map Application No. PL-2006-0374 TTM 7658 - KB Home of South Bay, Inc. (Applicant) / Bernabe & Cruz Aranda and Robert & Roberta Pratt (Owners) - Request to Change the Zoning from Medium Density Residential (RM) District to Planned Development (PD) District and to Subdivide 1.5 Acres to Develop 8 Detached Single-Family Residences and 14 Attached Single-Family Residences along Four Private Drives - The Project Site is Located between Eden Avenue and Saklan Road, Southerly of Middle Lane in the Mt. Eden Area**

Staff report submitted by Senior Planner Buizer, dated December 13, 2007, was filed.

Senior Planner Buizer summarized the staff report and added a Condition of Approval for the Tract related to payment of fees into the Benefit District, *"Prior to issuance of a Building Permit, the developer shall pay a per dwelling fee of \$10,008 to Benefit District 411-06 Saklan Road unincorporated Island Water, Sewer, Storm Drain Benefit District. This Benefit District was established by Council on January 16, 2007 to install water, sewer, and storm drain improvements in the context of the Mt. Eden Annexation. Since the fee applies to future development or additional units on any parcel, development will receive credit for up to three units that existed on the property prior to its redevelopment."*

In response to Commissioner Lavelle's inquiry about park in-lieu fee by the developer to Greenwood Park and the eight percent improvement cost associated with Phase I, Senior Planner Buizer indicated that the eight percent difference for improvement cost would be paid by other developments in the area.

In response to Commissioner Mendall, staff clarified the costs associated with the improvement to the existing and anticipated expansion of Greenwood Park.



**MINUTES OF THE REGULAR MEETING OF THE  
CITY OF HAYWARD PLANNING COMMISSION  
Council Chambers  
Thursday, December 13, 2007, 7:30 p.m.  
777 B Street, Hayward, CA 94541**

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Commissioner Sacks inquired about the acquisition of the land for the expansion of the park. Senior Planner Buizer indicated that the property owner where the expansion of the park was envisioned, has not expressed interest in selling to KB Homes, but has expressed interest in developing the property.

In response to Chair Peixoto's inquiry regarding the parking ratio, Senior Planner Buizer clarified the required ratio of 3.0 parking spaces per unit.

Commissioner Lavelle inquired about public transportation for the development and any correspondence received since Phase II of the project was advertised. Senior Planner Buizer did not have public transportation information and indicated that the City was only in receipt of support for the expansion of the park. In reference to major benefits to utilities for the proposed development, Ms. Buizer noted water, sewer, storm drain, and light improvements for the proposal as a result of the Mt. Eden Annexation.

In response to Commissioner Mendall's inquiry, Senior Planner Buizer noted that the project applicant is in concurrence with Phases I and II of the development.

Chair Peixoto opened the public hearing at 8:27 p.m.

Mr. Larry Lepore, Superintendent of Hayward Area Recreation and Park District (HARD) acknowledged the working relationship with City staff and KB Home. Mr. Lepore noted that the additional expansion of Greenwood Park would meet the required open space for the proposed development on Saklan Road and Eden Avenue. He added that Phase I of the development did not include the amenities that were envisioned from the park in-lieu-fees, proposed on Phase II. He noted support for the staff proposal and included interest for continuing to work towards acquiring the land for the park expansion.

In response to Commissioner Mendall's inquiry about the cost associated with the expansion of Greenwood Park, Planning Manager Rizk clarified that the cost estimates for anticipated expansion and park improvements were based on 0.94 acres.

In response to Commissioner Sacks' inquiry about an alternative to land acquisition for the expansion of the park, Planning Manager Rizk indicated that staff would like to pursue a situation where all parties benefit from mutual consent.

Mr. Derek Farmer, representing KB Homes, concurred with the staff recommendation. Mr. Farmer commended City staff and HARD cooperation in allowing the phasing of the park expansion. He supported continuing negotiations with the land owner where the expansion of the park is envisioned.

In response to Commissioner Lavelle, Mr. Farmer indicated that Phase II is a continuation of the architecture of Phase I with the difference of mixtures of attached and detached units. He noted the

theme of the project to be Northern European, with a village concept.

Commissioner Sacks noted that she visited the Mt. Eden area and complimented the project and the staff at the sales office.

In response to Commissioner Loché's inquiry for the next step in dealing with the land where the expansion was envisioned, Mr. Farmer indicated that the land owner has expressed interest for developing his property and the City is awaiting his application.

In response to Chair Peixoto, Mr. Farmer indicated that there would be one homeowners association for both phases. He added that there would be a property manager.

Chair Peixoto closed the public hearing at 8:47 p.m.

Commissioner Loché made a motion per staff recommendation indicating support for the project and its attractiveness.

Commissioner Mendall seconded the motion including the added Condition of Approval for the Tract related to payment of fees into the Benefit District. Mr. Mendall added that the project is a good fit for the neighborhood and encouraged City staff to continue the efforts to complete the expansion of the park.

Commissioner McKillop concurred with the importance to have the park expanded and congratulated Senior Planner Buizer for a very well done presentation.

Commissioner Sacks supported the motion and concurred with the sentiments for the park and its completion.

Commissioner Loché moved, seconded by Commissioner Mendall, and unanimously approved with Commissioner Thnay absent, to recommend to City Council to adopt the Mitigated Negative Declaration and related Mitigation Monitoring and Reporting Program and approve the Zone Change, Preliminary Development Plan and Tentative Map, subject to the findings and conditions of approval with the addition of a Condition of Approval for the Tract related to payment of fees into the Benefit District.

~~3. **Zone Change Application No. PL-2005-0536 and Use Permit Application No. PL-2007-0558 – Russ Pitto for Simeon Commercial Properties (Applicant) / SimVest Real Estate I, LLC (Owner) – A Request to Modify a Planned Development District to Allow a Neighborhood-Serving Retail Center Including a Drive-Thru Coffee Shop, Restaurant and a Convenience Store Selling Beer and Wine for Off-Sale Consumption on a 1.5-Acre Parcel at Mt. Eden Business Park - The Project is Located at 26251 Industrial Boulevard Adjacent to and North of Highway 92 Located at the Southeast Corner of Mt. Eden Business Park**~~

~~Staff report submitted by Associate Planner Camire, dated December 13, 2007, was filed.~~

~~Associate Planner Camire summarized the staff report indicating that on September 6, 2007, the~~

**DRAFT**



**DATE:** December 13, 2007

**TO:** Planning Commission

**FROM:** Sara Buizer, AICP, Senior Planner

**SUBJECT:** **Zone Change Application No. PL-2006-0375 PD; Vesting Tentative Tract Map Application No. PL-2006-0374 TTM 7658 - KB Home of South Bay, Inc. (Applicant) / Bernabe and Cruz Aranda and Robert & Roberta Pratt (Owners)**  
- Request to Change the Zoning from Medium Density Residential (RM) District to Planned Development (PD) District and to Subdivide 1.5 Acres to Develop 8 Detached Single-Family Residences and 14 Attached Single-Family Residences along Four Private Drives

The Project Site is Located between Eden Avenue and Saklan Road, Southerly of Middle Lane in the Mt. Eden Area

## RECOMMENDATION

Staff recommends that the Planning Commission recommend that the City Council adopt the Mitigated Negative Declaration and related Mitigation Monitoring and Reporting Program and approve the Zone Change, Preliminary Development Plan and Tentative Map, subject to the attached findings and conditions of approval.

## SUMMARY

The applicant, KB Home of South Bay, Inc., is proposing to subdivide 1.5 acres in the Mt. Eden area to construct 22 single family lots. In order to accomplish this, they are proposing a rezoning of the property from Medium Density Residential (RM) to Planned Development (PD). The proposed development would have a density of 14.6 dwelling units per acre, which is consistent with the Medium Density Residential General Plan designation which allows for a range of 8.7 to 17.4 dwelling units per acre. The project does not provide any group open space, but will be contributing toward improvements within existing Greenwood Park as well as improvements within the potential expansion of Greenwood Park. An Initial Study and Mitigated Negative Declaration was prepared for this project which determined that although the project may result in potentially significant impacts, the mitigation measures proposed would reduce those impacts to a level of insignificance.

## BACKGROUND

The project site is located within an area annexed to the City of Hayward effective March 2007. This particular project is the second phase of development proposed for this area by the applicant,

KB Home of South Bay, Inc. The first phase, comprised of 149 homes on 12.5 acres (Eden Pointe), was approved by the City Council in March 2006 and is now under construction.

## **DISCUSSION**

### Project Description

The proposal would entail construction of 22 homes on lots ranging in size from approximately 1,773 square feet to 3,994 square feet. Fourteen of the units would be attached while the remaining eight would be detached. The units would be located along one private street, Montevina Way, running in an east-west direction between Saklan Road and Eden Avenue. Parking is proposed on the site at an overall ratio of 2.6 spaces per unit, with all units containing standard two-car garages. The garages would front onto private alleys. Homes would have front entrances either facing Montevina Way, or along common walkways or paseos that would run between rows of units.

The proposed storm drain mains within the private streets would be private, to be maintained by the homeowners association, and sewer and water mains would be located within a public utility easement in the private streets, to be maintained by the City.

The project does not provide any group open space, where typically 100 square feet per multi-family (attached) unit is required. Also, none of the homes would have the minimum 20-foot front and rear setbacks typically required of single-family units. The outside units would meet the minimum 5-foot side setback requirement; however, the interior units are shown as having a 4-1/2 foot side setback.

The living areas of the homes would range in size from 1,775 to 2,521 square feet. The homes consist of three different plans in three different architectural styles (Italian, Tuscan and Spanish), consistent with architectural styles from Phase I and as described below:

- ◆ Plans "3" (2 units) would consist of 2 stories, 4 bedrooms and 2½ baths. This unit contains 1998 square feet of living area and would have the main living area and kitchen on the ground floor with the garage, with bedrooms located on the second floor.
- ◆ Plan "4" and "4R" (6 units), would consist of 2 stories, 5 bedrooms and 2½ baths. This is the largest units and contains 2,101 square feet of living space. The main living area and kitchen, one bedroom and garage would be located on the ground floor while the other four bedrooms and bathrooms are located on the second floor.
- ◆ Plan "5" (7 paired units) would be a two-story, traditional duet and include 1,349 square feet of living area, with 3 bedrooms and 2½ baths. The main living area, kitchen and garage are located on the ground floor, with the bedrooms and bathrooms on the second floor.

All units are proposed with stucco exteriors and tile roofs, with stone highlights for the Tuscan and Italian styles and wrought iron accents for the Spanish style. The applicant is proposing the same architectural details for the Phase II units as required and approved for the Phase I units.

A tree survey was conducted by HortScience, Inc., dated June 2005, and revised November 2006, which identifies 19 trees, representing 12 species to be removed. The report indicates all 19 trees are considered protected trees per Hayward's Tree Preservation Ordinance, with two trees considered in good or excellent condition. Three of the 19 trees surveyed have the potential for preservation and all three trees are located just north of the site between the site and Middle Lane. Measures suggested by the project arborist to preserve the three off-site trees, including installation of tree protection fencing, are incorporated as a project condition of approval.

## ANALYSIS

Consideration of General Plan policies should be considered when contemplating the project. Staff's discussion and analysis in the context of these policies follows.

### Land Use

The development will be compatible with surrounding residential land uses in the City and, as conditioned, result in a high-quality project, consistent with City policy that indicates the City should, "Employ sound planning principles to promote a balance of land uses and achieve a vibrant urban development pattern that enhances the character of the city" (Land Use Section, Balance of Land Uses – Policy 1).

### Housing

The development will further the City's goal to provide ownership housing opportunities, as well as opportunities within the City for moderate income households (see later discussion related to the inclusionary housing plan). During the housing planning period from 1999 to 2006, Hayward was allocated the requirement to provide a total of 2,835 units and approximately 2,619 units were provided, amounting to 92.38% of the obligation. For the new housing planning period, the City of Hayward's obligation is proposed to be 3,393 housing units, which is an increase of 205 over the last planning period.

Relevant General Plan policies state that the City should, "Encourage the provision of an adequate supply of housing units in a variety of housing types which accommodate the diverse housing needs of those who live or wish to live in the city" (Housing Section, Expand the Housing Supply, Policy 1); "Encourage the development of ownership housing and assist tenants to become homeowners in order to reach a 70% owner-occupancy rate, within the parameters of Federal and State housing law" (Housing Section, Preserve Owner-Occupied Housing, Policy 3), and should "Ensure that the City's housing stock contains an adequate number of decent and affordable units for households of all income levels" (Housing Section, Develop Affordable Housing, Policy 4).

### Parks

The City's park dedication ordinance indicates 5 acres of parkland should be provided for every 1,000 people. Per the City's park dedication ordinance, and because the development encompasses less than 50 residential units, the developer would not be required to dedicate parkland, but would be required to pay \$255,154 in park dedication in-lieu fees. Greenwood Park is located adjacent to the approved Phase I development and the proposed tract, across Eden Avenue. The project proponent, as part of Phase I of the development, is required to acquire or pay for acquisition of land and pay for park improvements both within the existing Greenwood Park and a potential expansion

of Greenwood Park. Such expansion is encouraged in the Mt. Eden Neighborhood Plan. However, efforts by the project proponent to acquire such property have not been successful to date. At the time the final map was approved for Phase I, a previously existing convalescent home on the property to the south of the existing park limited park expansion potential, leaving only approximately 0.94 acres as potential expansion area. The obligation collected in the form of bonds from the developer for Phase I totaled \$1.83 million (\$80,346 more than the in-lieu fee obligation), which was based on an appraised value of \$1.23 million for the 0.94 acre area and previously proposed improvements (\$602,300 cost estimate). Since the Phase I final map was recorded, the convalescent home has been removed, and the owner of that property has expressed interest in developing that property. Staff has indicated to that owner that it expects the amount of expanded park area to be 1.25 acres, as called out in the Mt. Eden Neighborhood Plan.

This project applicant has been working with the Hayward Area Recreation and Park District (HARD) staff to provide significant, enhanced improvements within the existing and anticipated future 1.25-acre expansion of Greenwood Park, such as upgraded restrooms, a skate park, playground areas and basketball courts. The preliminary cost estimates for such improvements is \$1,061,000. A recommended condition of approval indicates the developer shall pay the total amount of park in-lieu fees required for this development, plus additional funds associated with group open space (see discussion below), and that those fees go toward the cost of improvements within the existing Greenwood Park and any potential expansion of the park.

#### Open Space

Projects that entail development of four or more attached dwellings are required to provide a minimum of 350 square feet per unit of on-site open space, including 100 square feet of group open space. As in Phase I, no private open space is being provided for the attached units. The development would be required to provide at least 1,400 square feet of on-site group open space as there are 14 attached units being proposed. The proposed development does not include any group open space for the attached units within the proposed tract.

Design and performance standards for multi-family residential developments in Hayward allow for a waiver of the group open space requirement by the approving authority if it is determined that "an alternative open space design would be more appropriate given the shape or terrain of the parcel, or tenant character or the location of the property relative to nearby park or recreational facilities, and when the intent of the open space requirements is not compromised." Greenwood Park, located directly across Eden Avenue from the proposed development, would provide a substantial amount of open space with enhanced improvements not typically found in private group open space areas. Improvement and enhancement of the existing and expanded park would be more beneficial to the development and community than providing 1,400 square feet of private group open space within the development. Therefore, staff is recommending that the group open space requirement be waived. However, to ensure that the existing and expanded park area is improved, staff is recommending that the applicant pay additional in-lieu park fees equivalent to the estimated cost of developing 1,400 square feet of group open space, which is \$117,000.

In summary, to support the recommendation for the group open space waiver, staff is recommending that the developer be required to contribute funds equal to the in-lieu fee obligation, plus the estimated cost associated with development of approximately 1,400 square feet, which

totals to \$372,154. Combined with the obligation for improvements associated with Phase I of the development, such monies (\$977,454) would comprise an estimated 92 percent of the total \$1,061,000 improvement costs. The difference would be made up by other developments in the area, some of which would be required to contribute in-lieu fees. As discussed under the Planned Development District findings later in this report, staff is suggesting that due to the proximity of Greenwood Park, the findings can be made to reflect the impacts of providing no open space for the attached units

### Schools

The project is located within the Eden Gardens Elementary School attendance area. Using current student generation factors, the proposed development, which is consistent with General Plan Land Use density for this site, would be expected to generate approximately 7 elementary students, 2 middle school students and 3 high school students. The enrollment at Eden Gardens has been declining during the past few years, dropping by about 50 students since 2000. The 2005-06 enrollment was 540 students, which was the lowest enrollment since the 1994-95 school year.

The District is moving toward promoting fewer, larger schools. State law prohibits denial of a housing development based on lack of adequate school facilities. Rather, school impact fees (currently at \$2.63 per square foot for habitable space and \$0.42 per square foot of non-habitable space) are intended to satisfy the developer's obligation for mitigating school impacts.

### Parking

The City's parking standards and practice require that single-family units (detached) provide four parking spaces: two in the garage and two in the driveway. An additional space along the street is also typically expected. Multi-family units (attached) consisting of two or more bedrooms are required to provide 2.1 spaces. The project would normally be required to provide 70 spaces (3.18 spaces per unit average), and 57 spaces are shown, which does not include potential parking capacity along Eden Avenue and Saklan Road along the tract boundaries, which could accommodate eight additional spaces. The resulting overall average on-site parking ratio is 2.6 spaces per unit. Although each unit would include a standard two-car garage, all of the units would have access off the shared alleys and would not provide the standard driveway depth to accommodate two additional spaces, plus an additional one along the street.

The City's parking standards do not distinguish between traditional detached single-family lot subdivisions and small-lot single-family subdivisions, but rather distinguish between single-family (detached) and multi-family (attached) units. Small-lot single-family developments, such as the one proposed, have not provided parking that is commensurate with standards established for the conventional subdivisions due to increased density and small lot size; nevertheless, they typically contain as much square footage and as many bedrooms as standard single-family dwellings. One difference is that small-lot single-family developments typically have CC&Rs which contain prohibitions against using garages for general storage or some other use that would preclude their use for parking vehicles. Staff is recommending that a similar restriction be incorporated into any approval of the proposed project.

Parking requirements that were imposed by the City of Hayward on small-lot single-family development within recent years were between 2.25 and 5.3 parking spaces per dwelling. Phase I of the development was approved with an overall parking ratio of 3.0 spaces per unit.

Phase II of the project proposes an overall parking ratio of 2.6 spaces per unit with an overall parking ratio for Phase I and Phase II of the development at 2.95 spaces per unit. Phase II can achieve the required ratio of 3.0 spaces per unit, if additional parking spaces are provided in lieu of two of the units. A deed restriction could be placed on two of the lots, lots 21 and 22, stating development of homes on those lots cannot occur until such time as an overall 3.0 spaces per unit parking ratio can be achieved. Staff would recommend that such a condition of approval be imposed so that the average ratio of 3.0 parking spaces per unit is provided. The average of 3.0 spaces per unit, as approved for Phase I of the development, is sufficient based on observed parking for recent developments and would be in keeping with ratios of other similar developments approved in Hayward and in the region.

### Traffic

The Mt. Eden Annexation Program EIR indicated that traffic related to future development in the area would have impacts on intersections such as Hesperian Boulevard and West Winton Avenue as well as Clawiter and Dunn Roads. However, the EIR also stated that planned roadway improvements in and adjacent to the project area would provide additional roadway capacity in the future to accommodate project-related traffic; therefore, traffic impacts are identified as a less-than significant impact with no mitigation required.

### Zone Changes/Preliminary Development Plan

The proposed development is consistent with the General Plan designation of Medium Density Residential (8.7 to 17.4 units per net acre). None of the homes proposed would meet the minimum 20-foot front and rear setback standards. Most would not meet the minimum side setback standard. About 63% of the lots would not meet the minimum 2,500 square foot size, which impacts lot coverage. The parking proposed is less than the ratio typically required. It is for all the above mentioned circumstances that the applicant is proposing a Planned Development (PD) District.

In order for a Planned Development District to be approved, certain findings must be made. Those findings and related discussion follow.

**a. The development is in substantial harmony with the surrounding area and conforms to the General Plan and applicable City policies.**

The project is consistent with the General Plan designation of Medium Density Residential (8.7 to 17.4 units per net acre) in that the development is proposed at 14.6 units per net acre. Also, the project will further the City's goal to provide ownership housing opportunities as expressed in the Housing Element of the General Plan and will help further the City's Housing Element policy to provide housing opportunities for all household income levels in that three of the units will be provided on-site for moderate income households. Surrounding development in the City consists of single-family residential development, though typically involving larger lots.

**b. Streets and utilities, existing or proposed, are adequate to serve the development.**

The annexation of this portion of the Mt. Eden area into Hayward, effective March 2007, will result in infrastructure and utility improvements that would be adequate to serve the development. Also, proposed internal streets within the tract, as well as public roads in the area, would be adequate to serve the proposed development.

**c. The development creates a residential environment of sustained desirability and stability, that sites proposed for public facilities, such as playgrounds and parks, are adequate to serve the anticipated population and are acceptable to the public authorities having jurisdiction thereon, and the development will have no substantial adverse effect upon surrounding development.**

As indicated previously, the project, as conditioned, would provide opportunity for improvements in Greenwood Park. Greenwood Park, which represents the only viable opportunity for a park of sufficient size in the immediate area, is directly adjacent to the project site across Eden Avenue. Improvements to Greenwood Park are supported by staff of the Hayward Area Recreation and Park District, and by the Mt. Eden Neighborhood Plan. The first strategy listed under Parks and Open Space in the Mt. Eden Neighborhood Plan states, "Extend Greenwood Park to Denton Avenue." Also, the project, as conditioned, would have no significant impacts related to traffic.

**d. Any latitude or exception(s) to development regulations or policies is adequately offset or compensated for by providing functional facilities or amenities not otherwise required or exceeding other required development standards.**

The reduced minimum lot sizes, setbacks, and total open space is offset by the proximity of a park immediately adjacent to the proposed development, which would provide open space and recreational opportunities for residents. The recommended conditions of approval would require the developer to pay the required park in-lieu fees to be used for improvements within the existing or expanded Greenwood Park. Staff is also recommending additional park in-lieu fees in an amount totaling \$117,000.00 be paid to cover the costs associated with developing 1,400 square feet in lieu of providing group open space within the project development.

The slightly reduced parking ratio, as conditioned, is reflective of the small-lot design and is consistent with other similar small-lot developments approved recently in Hayward and in the area.

**Vesting Tentative Map**

The subdivision proposes to subdivide 1.5 acres of land into 22 parcels for single-family units, and a common landscaping and parking area. Fourteen of the units are proposed to be attached units and the remaining eight units are proposed as detached units. These parcels will be served by four alleys connecting to Montevina Way, a private street constructed as a part of the Mount Eden – Phase I Tract 7657 improvements. Montevina Way connects to Saklan Road and Eden Avenue. As part of the subdivision, the owners will dedicate a ten-foot wide strip of land along Saklan Road and a six-foot wide strip of land along Eden Avenue for widening to the ultimate right-of-way width.

The alleys, along which garages, are proposed to have a width of 24 feet measured from the face-of-curb to face-of-curb and are constructed to the same standards as a public street. All of the alleys shall be designated as fire lanes and no parking will be allowed except in designated parking areas. Fire lane signage shall be installed to the satisfaction of the Fire Chief and City Engineer.

Public sanitary sewer and water mains will be installed within public utility easements in the alleys and connected to existing utilities in Montevina Way. The proposed storm drain system will be a private system owned and maintained by the homeowners association.

The Eden Pointe Owners' Association created for Mount Eden phase I Tract 7657 and incorporated on July 10, 2007, would be amended to include Mount Eden - Phase II Tract 7658. The developer shall file an amendment with the State Department of Real Estate should Tract Map 7658 be approved. The Eden Pointe Owners' Association shall be responsible for maintaining all private streets and alleys, private street lights, private utilities, and other privately owned common areas and facilities on the site, including, but not limited to, landscaping, preservation and replacement of trees, as well as decorative paving that extends into public streets.

### **Inclusionary Housing Plan**

The City's Inclusionary Housing Ordinance requires that developments exceeding 20 residential units provide 15% of the units as affordable. For ownership projects, such as the one proposed, affordable units are required to be those affordable to moderate-income households (110% of the area median). For the proposed development, three affordable units are required.

The proposed Inclusionary Housing Plan for this project would entail construction of the affordable units within the project site. The affordable units consist of Plan 5 of the duct-townhome residences consisting of 1,346 square feet of floor area and a 420-square-foot attached two-car garage. The unit would include three bedrooms with an option for a fourth bedroom. The applicant is proposing to construct the project in three phases with one affordable unit proposed within each construction phase. The affordable units are proposed on lots 8, 15 and 20.

### **ENVIRONMENTAL REVIEW**

This proposal is defined as a "project" under the parameters set forth in the California Environmental Quality Act (CEQA) Guidelines. Staff has prepared a Mitigated Negative Declaration and Initial Study (see attached), which indicates there could be potentially significant environmental impacts related to biological resources, geology and soils, hazards and hazardous materials, hydrology and water quality and noise. However, as indicated in the Initial Study, staff concludes that those potentially significant environmental impacts will be mitigated to a level of insignificance through the implementation of mitigation measures. Those measures and the timing and implementing/monitoring responsibility for them are indicated in the attached Mitigation Monitoring and Reporting Program.

Staff received one letter during the Mitigated Negative Declaration posting period from the Department of Toxic Substances Control (DTSC), requesting additional sampling be completed

prior to grading and construction of residences. DTSC requires a work plan be submitted to their office for review and approval prior to additional sampling. In an effort to address DTSC's concerns, a condition of approval has been added requiring the applicant to submit a work plan and conduct additional sampling prior to issuance of a grading permit.

## **PUBLIC NOTICE**

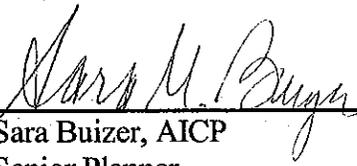
A notice for a August 24, 2006 preliminary meeting for the proposed vesting tentative tract map was mailed to every property owner and occupant within 300 feet of the subject site, as noted on the then-latest assessor's records asking for comments on the project. The Planning Division received comments encouraging the expansion and improvement of Greenwood Park.

On October 29, 2007, a Notice of Public Hearing and Availability of a Mitigated Negative Declaration was published in the Daily Review and property owners and occupants within 300 feet of the project boundaries were notified, as were interested parties and appropriate public agencies. At the time of completion of this report, the Planning Division had not received any correspondence related to such notice.

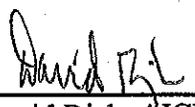
## **NEXT STEPS**

Following the Planning Commission hearing and assuming the Commission recommends approval of the project, the City Council will hear the item along with the Planning Commission's recommendation and render a decision on the proposed zone change, preliminary plan and tentative tract map. Should the Council approve the project, the applicant will work toward complying with the conditions of approval and required environmental mitigation measures to allow approval of a precise development plan, recordation of the final map and ultimate construction of the single-family attached and detached residential units.

*Prepared by:*

  
\_\_\_\_\_  
Sara Buizer, AICP  
Senior Planner

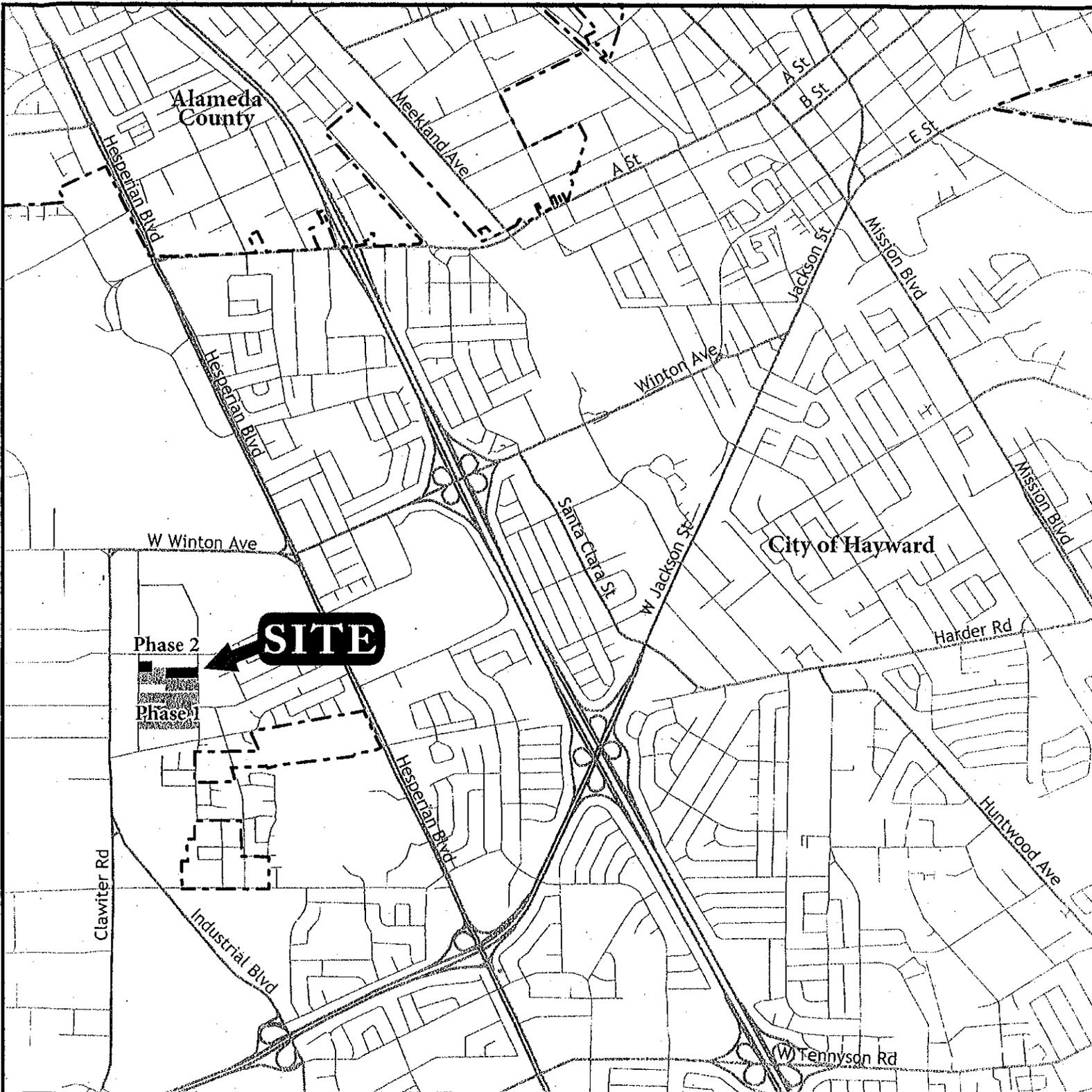
*Recommended by:*

  
\_\_\_\_\_  
David Rizk, AICP  
Planning Manager

**Attachments:**

- A) Vicinity map
- B) Zoning and Area Map
- C) Findings for Approval – Zone Change to Planned Development District
- D) Conditions of Approval - Zone Change to Planned Development District
- E) Findings for Approval – Tentative Map (Tract 7658)
- F) Conditions of Approval - Tentative Map (Tract 7658)
- G) Inclusionary Housing Plan
- H) Mitigated Negative Declaration
- I) Initial Study
- J) Mitigation Monitoring and Reporting Program
- K) Letter from Department of Toxic Substances Control dated November 27, 2007

**Plans and Exhibits**



# Vicinity Map

PL-2006-0375 ZC

24019 Eden Avenue, 23612 Saklan Road, 24021 Eden Avenue

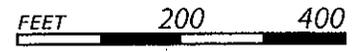




# Area & Zoning Map

PL-2006-0375 ZC  
 Address: 24019 Eden Avenue,  
 23612 Saklan Road,  
 24021 Eden Avenue  
 Applicant: KB Home - South Bay  
 Owner: Pratt, Robert &  
 Aranda, Cruz

- Zoning Classifications**
- RESIDENTIAL**  
 MH Mobile Home Park  
 RM Medium Density Residential, min lot size 2500 sqft  
 RS Single Family Residential, min. lot size 5000 sqft
- INDUSTRIAL**  
 I Industrial



**ATTACHMENT B**

## **FINDINGS FOR APPROVAL – KB Home Development**

### **ZONE CHANGE APPLICATION NO. PL-2006-0375 PD**

#### *Findings for Approval – California Environmental Quality Act:*

- A. The project will have no significant impact on the environment, cumulative or otherwise, the project reflects the City's independent judgment, and, therefore, a Mitigated Negative Declaration has been prepared.

#### *Findings for Approval – Zone Change to Planned Development District:*

- B. The development is in substantial harmony with the surrounding area and conforms to the General Plan and applicable City policies in that the project is consistent with the General Plan designation of Medium Density Residential (8.7 to 17.4 units per net acre), since the development is proposed at 14.6 units per net acre; also, the project will further the City's goal to provide ownership housing opportunities as expressed in the Housing Element of the General Plan and will help further the City's Housing Element policy by providing housing opportunities for all household income levels in that three of the units will be provided on-site for moderate income households. Surrounding development in the City consists of single-family residential development, though typically involving larger lots.
- C. Streets and utilities, existing or proposed, are adequate to serve the development, since the annexation of Phase I of the Mt. Eden area into Hayward will result in infrastructure and utility improvements that would be adequate to serve the development.
- D. The development creates a residential environment of sustained desirability and stability since the design and layout of the development involves a variety of single-family homes of high quality design that will not result in significant visual impacts as a result of required landscaping, architecture and colors consistent with the City's Design Guidelines; sites proposed for public facilities, such as playgrounds and parks, are adequate to serve the anticipated population and are acceptable to the public authorities having jurisdiction thereon in that the project, as conditioned, would provide opportunity for improvements of Greenwood Park and/or other parks in the area, which is supported by the Hayward Area Recreation and Park District, and the development will have no substantial adverse effect upon surrounding development in that it would be compatible with existing single-family development and would not generate significant traffic impacts.
- E. Any latitude or exception(s) to development regulations or policies is adequately offset or compensated for by providing functional facilities or amenities not otherwise required or exceeding other required development standards, in that the reduced minimum lot sizes, yard setbacks and total open space is offset by the proximity of a park immediately adjacent to the proposed development, which would provide open space and recreational opportunities for residents, and recommended project conditions of approval would require the developer to

pay the required in-lieu park fees for related improvements in Greenwood Park and/or other parks in the area as well as pay additional park in-lieu fees totaling \$117,000.00 to cover the costs associated with developing 1,400 square feet of group open space in-lieu of providing group open space within the project development; the reduced parking ratio is reflective of the small-lot design and is consistent with other similar small-lot developments approved recently in Hayward and in the area.

**CONDITIONS OF APPROVAL****ZONE CHANGE APPLICATION NO. PL-2006-0375 PD  
KB HOME PHASE II – MT. EDEN DEVELOPMENT****KB Home of South Bay (Applicant)**

1. Planned Development District (Application No. PL-2006-0375 PD) and Vesting Tentative Tract Map 7658 (Application No. PL-2006-0374 TTM) to accommodate construction of 22 single-family homes shall be developed according to these conditions of approval and in substantial conformance with the preliminary development plan and vesting tentative tract map labeled in the City files as "Exhibit A." Prior to final inspection, all pertinent conditions of approval and all improvements shall be completed to the satisfaction of the Planning Director and Public Works Director. (Approval of the project does not extend to the design of lots or placement of structures thereon for properties that are not a part of the tract map.)
2. The Zone Change for the Planned Development District becomes void two years following the effective date of approval of the Preliminary Development Plan by the City Council, unless before that time, a Precise Development Plan is submitted. A one-year extension for the Preliminary Development Plan, approval of which is not guaranteed, may be granted by the City Council, provided the request for such extension is submitted at least 30 days prior to the expiration of the original approval. A request for a second one-year extension, approval of which is not guaranteed, may also be granted by the City Council, provided the request for such second extension is submitted at least 30 days prior to the expiration of the first extension.
3. The permittee shall assume the defense of, and shall pay on behalf of and hold harmless the City, its officers, employees, volunteers and agents from and against any or all loss, liability, expense, claim costs, suits and damages of every kind, nature and description directly or indirectly arising from the performance and action of this permit.
4. Any proposals for minor alterations to the proposed site plan and/or design that do not require a variance to the Zoning Ordinance standards require approval by the Planning Director prior to implementation.

**Precise Development Plan**

5. Prior to or in conjunction with submittal of improvement plans and final map(s) for the development, a Precise Development Plan consistent with the approved Preliminary Development Plan shall be submitted for review and approval by the Planning Director and shall include the following information:

- a. A color and materials board, consistent with that proposed with the preliminary development plan and with the City's Design Guidelines. No changes to colors shall be made after construction unless previously approved by the Planning Director.
- b. Plans for grouped mailboxes, to reflect high-quality, locking mailboxes within covered decorative shelters. Plans shall be submitted showing the locations, design, material, and color of these structures and are to be consistent with the overall project design theme. If grouped mail boxes are not used, a design for attractive, decorative mail box supports shall be provided.
- c. Plans reflecting that all air conditioners and utility connections for air conditioners will be located such that all external equipment is within an area that can be screened and located so as to minimize noise impacts on adjacent properties (e.g., away from non-living areas). Infrastructure for air conditioning systems is required to be installed as a standard feature.
- d. Plans showing how all above-ground utility meters, mechanical equipment and water meters will be enclosed within the buildings or architecturally screened or screened from the streets with minimum 5-gallon shrubs.
- e. Plans showing garbage and recycling receptacle storage areas will be adequately screened from public view with landscaping and/or solid screens or be provided within garages, in which case such areas shall be clear of the required parking area for two cars.
- f. Plans showing the design and location of proposed fencing. Fences/walls about private yard areas along public streets and paseos shall be attractive and consist of a mixture of stucco and decorative metal. Fencing shall provide for both privacy and interaction between neighbors.
- g. Architectural drawings shall be revised to reflect the following:
  - i. Side elevations facing public and private streets shall be further enhanced, e.g., with pop-outs, extension of decorative building materials.
  - ii. Garage doors shall be inset at least 1 foot, where possible.
  - iii. Where there is a change of building materials, they shall be extended from the front façade around the side(s) of the house.
  - iv. Provide details of architectural elements, such as grille work, and porches and window and door trim.
  - v. Where exterior building materials consist primarily of stucco, incorporate another building material(s), such as heavy wooden trim members, tile embellishments, grill work, Bermuda shades, shutters, etc.
  - vi. Where secondary entry doors face public or private streets, glass door must be decorative and multi-paned (e.g.. French doors).

- vii. All garages shall provide the minimum required clear space of 14 feet by 20 feet.
- viii. Window placement and/or type (obscured glass) shall take into consideration the privacy of adjacent homes.
- ix. Tile or concrete tile roofs shall be used.

#### Landscaping

- h. Provide a street tree plan and front yard landscaping and irrigation plans. Front yards shall be limited to a maximum 50 percent Fescue turf.
- i. Provide a detailed landscaping and irrigation plans for all common areas, which has been prepared by a licensed landscape architect and in compliance with the City's *Water Efficient Landscape Ordinance*.
- j. Fence design and locations shall be shown on landscape plans.
- k. Plans shall indicate which trees are to be removed. International Society of Arboriculture's worksheets shall be provided, which indicates the value of each tree to be removed.
- l. The landscape plan shall include trees to mitigate the loss of removed protected trees. The City's Tree Preservation Ordinance requires mitigation for trees removed, in addition to any required trees associated with proposed development.
- m. The landscape plan shall show preservation of specimen trees in place wherever feasible, to preserve the character of the neighborhood. The project landscape architect shall work with the City's landscape architect to make every effort to preserve such trees.
- n. The landscape plan shall address the use of evergreen screening trees in areas to enhance compatibility between the project and adjacent uses.
- o. In all landscape areas that are not behind a sidewalk and street curb, there shall be a 6-inch curb around the landscape planter to protect the landscaping from vehicular traffic. This would apply to both sides and at the end of the alleys. The decorative paving directly in front of the garage entrances should flare out to reduce the chance of damage to curbs and landscaping. Show details of decorative paving.
- p. The landscape plan shall be revised to address the following issues: Street trees may not be averaged for an area. Trees shall not be located on property lines; trees shall be clearly located on each separate parcel.
- q. Show trees along the streets where there are missing street trees, where the frontage of a lot is over 50 feet, or where the units' sides face the street.

The sides of lots require trees at 20 to 40 feet on-center, depending on the variety of tree proposed.

- r. Street Trees: City policy requires one street tree for every 20 to 40 feet of frontage. On single-family lots, one 24-inch street tree is required for every 50-foot wide lot. When the lot is wider than 50 feet, two street trees are required per lot. When the lot is wider than 100 feet, one tree is required per every 40 feet or fraction thereof. On a corner lot, there should also be one tree per 40-foot or fraction thereof in the side yard setback. The trees should be at least 20 feet from the corner, 10 feet from a light pole and 5 feet from any utility. There should never be a case where a lot does not have at least one street tree. Trees shall be planted according to the City Standard Detail SD-122.
  - s. Where site improvements or home construction would occur within the drip lines of off-site trees that are proposed to remain in place, tree protection measures information shall be provided.
  - t. Show all site utilities, including cable, water meter and other above-grade utility boxes, on "Typical Frontage and Alley Loaded Landscape Plan" and provide landscape design that is coordinated with civil grading and drainage plan and utilities plan. Trees shall be planted a minimum of five feet from all utilities. When conflict occurs, relocation of utilities shall be studied before eliminating trees or planting areas.
  - u. Show and label all air conditioning units on the landscape plans, to be screened with five gallon shrubs.
6. Prior to the sale of any lot to an individual owner (and not another developer or builder) or prior to the acceptance of site improvements, whichever first occurs, a homeowners' association shall be created to maintain the private streets, alleys, common area landscaping and open space amenities as depicted on the approved Tentative Tract Map. The developer shall prepare CC&R's for the project and the CC&R's shall be reviewed and approved by the Planning Director. The CC&R's shall include the following conditions:
- a) Each owner shall automatically become a member of the association and shall be subject to a proportionate share of maintenance expenses.
  - b) The owners of the duet single-family homes would maintain all open space and improvements within their parcel footprint with the exception of the driveways.
  - c) A statement regarding all HOA fees shall be provided to homeowners on bright paper.

- d) A reserve fund shall be maintained to cover the costs of replacement and repair of the private streets, alleys, driveways and private common area landscaping including the "paseos."
- e) The association shall be managed and maintained by a professional property management company.
- f) The homeowners' association shall be responsible for maintaining all private streets and other privately owned common areas and facilities on the site including landscaping. These maintenance responsibilities shall include maintaining all stormwater BMPs associated with improvements and landscaping. The CC&R's shall describe how the stormwater BMPs associated with privately owned improvements and landscaping shall be maintained by the association.
- g) The private streets, alleys, driveways entries, common landscaped areas shall be maintained in good repair, and free of debris at all times.
- h) A requirement that the building exteriors, fences, and walls shall be maintained free of graffiti. The owner's representative shall inspect the premises on a weekly basis and any graffiti shall be removed within 72 hours of inspection or within 72 hours of notification by the City's Community Preservation Officer.
- i) The homeowners' association shall maintain the common area irrigation system and maintain the common area landscaping in a healthy, weed-free condition at all times. The homeowner's representative shall inspect the landscaping on a monthly basis and any dead or dying plants (plants that exhibit over 30 percent dieback) shall be replaced within 10 days.
- j) Landscaping and irrigation shall be maintained in all common areas or the City shall have the right to enter upon the property to maintain the exterior portions of the common area at the expense of the homeowners association pursuant to and to the extent authorized by Section 10-3.385 of the Subdivision Ordinance.
- k) The trees planted within the "bulb-outs" within the public streets shall be maintained and retained by the Homeowners Association. The homeowners association shall be responsible for replacing any tree removed within the "bulb-out" landscape areas with a like kind/like size tree as others within the subdivision. The tree shall be replaced within 30-days of notification of its removal.
- l) Trees shall not be severely pruned, topped, or pollarded and any trees that are pruned in this manner shall be replaced with a tree species selected by, and size determined by the Landscape Architect, within the timeframe established by the City and pursuant to the Municipal code.
- m) Pursuant to and to the extent authorized by Section 10-3.385 of the Subdivision Ordinance, a provision that if the homeowners' association fails to maintain the common area or private streets, so that owners, their families, tenants, guests or adjacent owners suffer or will suffer substantial diminution

in the enjoyment, use or property value of the project, the City of Hayward shall have the right to enter upon the project and to commence and complete such work as is necessary to maintain the common areas and private streets, after reasonable notice, and lien the properties for their proportionate share of the costs.

- n) The garage of each unit shall be maintained for off-street parking and shall not be converted to living or storage areas. An automatic garage door opening mechanism shall be provided for all garage doors.
- o) The homeowners association shall maintain in good repair all fencing, parking and street surfaces, common landscaping, lighting, trash enclosures, drainage facilities, project signs, etc. The homeowners' association shall maintain in good repair the building exteriors. The CC&Rs shall include provisions as to a reasonable time period that a unit shall be repainted, the limitations of work (modifications) allowed on the exterior of the building, the formation of a design review committee and its power to review changes proposed on a building exterior and its color scheme, and the right of the homeowners association to have necessary work done and to place a lien upon the property if maintenance and repair of the unit is not executed within a specified time frame. The premises shall be kept clean.
- p) The open parking spaces within parking bays or on the street shall be provided for and maintained as visitors' spaces and shall not be used for recreational vehicles, camper shells, boats or trailers. These spaces shall be clearly marked and monitored by the homeowners association. Parking stalls shall be used only for vehicles in operating condition. The on-street parking on Montevina Way and on the private alleyways shall be limited to 24 hour parking. The homeowners association shall remove vehicles parked contrary to this provision. The developer shall include in the CC&Rs authority to tow illegally-parked vehicles.
- q) Utility meters, when not enclosed in a cabinet, shall be screened by either plant materials or decorative screen, allowing sufficient access for reading.
- r) Any future modification to the approved site plan shall require review and approval by either the Planning Director or the Planning Commission as provided in the Municipal Code and Development Agreement.
- s) Future additions to units are prohibited.
- u) The CC&Rs shall specify the outdoor collection locations of trash and recycle containers. In addition, trash and recycle containers shall not be moved to the collection location more than 24 hours prior to collection and shall be removed within 24 hours after collection.

**Inclusionary Housing**

7. Pursuant to the Inclusionary Housing Ordinance (IH Ordinance), Applicant shall set aside and sell 15% of the dwelling units of the project as affordable to moderate-income households.
8. The moderate-income units shall be integrated with the project as proposed in the Inclusionary Housing Plan (IH Plan) submitted by Applicant on July 2, 2007 with the project's development application or in an alternative form acceptable to the City.
9. Pursuant to the IH Ordinance, the number of bedrooms of the moderate-income units shall be the same as those in the market-rate units, except that if the market-rate units provide more than four bedrooms, the moderate-income units need not provide more than four bedrooms. Per the IH Plan submitted by Applicant all units in the project including the moderate-income units shall be three bedrooms.
10. Pursuant to the IH Ordinance, the moderate-income units must be legally restricted to occupancy by moderate-income households for a minimum of 45 years. City shall provide Applicant the resale and rental restrictions, deeds of trust, rights of first refusal and other documents that will be used to assure that the moderate-income units remain affordable for the desired term.
11. Prior to approval of a tentative map, Applicant and the City shall enter into and record an Inclusionary Housing Agreement (IH Agreement) in a form acceptable to the City and consistent with the IH Plan submitted by Applicant. The IH Agreement shall include the maximum sales prices of the moderate-income units which shall be determined periodically by the City based on current income levels in Alameda County and the housing cost factors required to be considered under the IH Ordinance.
12. Prior to approval of a building permit, Applicant shall provide a marketing plan for sale of the moderate-income units in a form acceptable to the City.
13. Pursuant to the IH Ordinance, no building permits shall be issued for market-rate units until permits for all affordable units have been obtained, unless the moderate-income units are constructed in phases pursuant to a plan approved by City Council. Per the IH Plan submitted by Applicant, developer proposes to construct the development in three phases. Whenever applicable, moderate-income units shall be proportionally constructed in each phase.
14. Pursuant to the IH Ordinance, no certificates of occupancy shall be issued for market-rate units until certificates of occupancy for all moderate-income units have been obtained, unless the moderate-income units are constructed in phases pursuant to a plan approved by City Council.

15. Applicant's proposed development application contains two parcels to be developed in the future contingent on the Applicant's provision of additional parking spaces. If Applicant fulfills the development requirements and later develops the additional two units, Applicant shall pay the City the applicable and current in-lieu fee for the additional moderate-income unit required by the increase of the total number of units in the development.
16. Mitigation Measure IV-e: In accordance with Hayward's Tree Preservation Ordinance, any "protected" trees as defined by the City's Tree Preservation Ordinance that are to be removed as a result of the project shall be replaced with like-size, like-kind trees or trees equal in value to them, as determined by the City's Landscape Architect. Also, if feasible through adjustments to location of roads, fences or buildings, the three off-site trees suggested for preservation must be protected during construction. Measures recommended by the project arborist to preserve those three trees, including installation of tree protection fencing, shall be implemented. Such measures will ensure impacts due to removal of protected trees are less than significant.
17. Mitigation Measure XI-a: Sound-reducing measures shall be incorporated in project design so that outdoor spaces for the two impacted units, units 19 and 20, would comply with the City's outdoor noise standards for single-family residential development. Such measures will reduce noise impacts to levels of insignificance.

### Landscaping

18. Prior to the approval of improvement plans, or issuance of the first building permit, detailed landscape and irrigation plans for all landscaped areas shall be prepared by a licensed landscape architect and submitted for review and approval by the City. Landscaping and irrigation plans shall comply with the City's *Water Efficient Landscape Ordinance*.
19. A separate tree removal permit is required prior to the removal of any trees that is available through the City Landscape Architect. Tree mitigation shall be required for any trees removed above and beyond the required trees based on the approved value in the project arborist report as determined by the City Landscape Architect.
20. Provide tree mitigation plan showing all existing trees and indicate trees to be removed and saved. The mitigation plan shall include a mitigation summary chart demonstrating how the mitigation goal is met within the project site above and beyond required trees. Show dripline of the existing trees to be saved or transplanted on the landscape plan.
21. Tree protection measure information shall be provided for the off-site trees that are proposed to remain in place where the site improvements or home construction occur within drip line of the trees in adjacent properties.

22. Grading and improvement plans shall include tree preservation and protection measures, as required by the City Landscape Architect. Trees shall be fenced at the drip line throughout the construction period and shall be maintained in a healthy condition throughout the construction period. Where trees are being removed, mitigation for the removed trees equal to their value shall be provided as outlined in the City Tree Preservation Ordinance.
23. Street Trees: City policy on street trees is one for every 20 – 40 feet of frontage. On single-family lots, one 24-inch street tree is required for every 50' wide lot. When the lot is wider than 50 feet, provide 2 street trees per lot. When the lot is wider than 100', one tree is required per 40' or fraction thereof. On a corner lot, there should also be one per 40' or fraction thereof on the side yard setback. The trees should be 20' from the corner, a minimum of 5-foot away from any underground utilities, a minimum of 15 feet from a light pole, and a minimum 30 feet from the face of a traffic signal, or as otherwise specified by the city. Root barrier shall be provided for all trees that are located within 7 feet of paved edges or structure. There should never be a case where a lot does not have at least one street tree. Trees shall be planted according to the City Standard Detail SD-122.
24. Final Landscape plans shall specify site amenities such as, benches, tables, fencing, play equipment and barbecues, for the common open space areas.
25. Provide revised Phase I landscape, irrigation and lighting plans incorporating Phase II development.
26. All trees planted in turf areas must be provided with a plastic trunk guard.
27. When the turf area doesn't serve functional purposes, consider using "No-Mow" type of Fescue rather than conventional Sod.
28. Show and label all AC units on the landscape plans and screened with five gallon shrubs. Add a note on the plan that all utilities will be screened with five gallon shrubs.
29. All landscape planting area that is adjacent to pavement shall have a minimum 6-inch raised concrete curb over pavement.
30. No utilities shall be located in the small planting areas between two driveways for all duplex units.
31. Make certain that the planting areas where Sequoia is proposed will accommodate the tree's future growth.
32. Do not use turf adjacent to the driveway.
33. Add note that groundcover is to extend under all shrub areas.
34. Provide bark, pre-emergent, and groundcover in all shrub beds.

35. Adopt Bay Friendly Landscaping concept. Stock pile topsoil on site. Amend soil with compost. Replace nitrified soil conditioner and commercial fertilizer with minimum 6 inches deep compost to all planting areas and rototill thoroughly into minimum top 8-12 inches of soil. Minimize turf area. See [www.stopwaste.org](http://www.stopwaste.org) and [www.BayFriendly.org](http://www.BayFriendly.org).
36. Mulch shall be "recycled" or "greenwaste" chipped mulch in dark brown color or compost can be used in place of chipped mulch at windy sites.
37. Bollard light in Paseos on Sheet L-2 is different than the bollard light in planting on Sheet L-4. Please coordinate.
38. Provide automatic irrigation system that provides 100% coverage to the landscape area.
39. Drip emitters or a bubbler shall be provided to each tree. Bubblers shall not exceed 1.5 gallons per minute per device. Bubblers for trees shall be places on a separate valve.
40. All common area landscaping, irrigation and other required improvements shall be installed prior to acceptance of tract improvements, or occupancy of 80% of the dwelling units, whichever first occurs.
41. Front yard landscaping and street trees shall be installed prior to occupancy of each lot.
42. Landscape improvements shall be installed according to the approved plans and a Certificate of Substantial Completion, and an Irrigation Schedule shall be submitted prior to the issuance of a Certificate of Occupancy.
43. Landscaping shall be maintained in a healthy, weed-free condition at all times. Plants shall be replaced when necessary. Required street, parking lot and buffer trees that are severely topped or pruned shall be replaced immediately, as determined by the City Landscape Architect.
44. Prior to the sale of any individual unit/lot, or prior to the acceptance of tract improvements, whichever first occurs; a homeowners' association shall be created to maintain the common area landscaping and open space amenities. Each owner shall automatically become a member of the association and shall be subject to a proportionate share of maintenance expenses. A reserve fund shall be maintained to cover the costs of replacement and repair of all improvements shown on the approved plans.
45. A covenant or deed restriction shall be recorded with each lot requiring the property owner to properly maintain the front yard landscaping and street trees, and to replace any dead or dying plant material (over 30% of the plant dead) within 15 days of first notification.
46. Park Dedication In-Lieu Fees are required for all net new dwelling units. Fees shall be those in effect at the time of issuance of the building permit. These in-lieu fees shall be used for improvements within Greenwood Park and/or other parks in the area.

47. Prior to the issuance of a grading or building permit, the developer shall provide a tree preservation bond, surety or deposit, equal in value to the trees to be preserved. The bond, surety or deposit shall be returned two years after the tract is accepted if the trees are found to be in a healthy, thriving and undamaged condition. The developer shall provide an arborist's report evaluating the condition of the trees at that time.

### **Fire Protection**

48. The new private driveway extension located at the parcels marked 18, 19, 20 and 21 will need to have the hammerhead turning area redesigned to allow for fire apparatus to make an adequate turnaround.
49. Red-painted curbing and fire lane signage will also be required for each proposed (new) driveway, including the hammerhead turning area.
50. The Fire Department is OK with the new fire hydrant locations as reflected on the plans. Fire hydrants shall be modified steamer type fire hydrants and shall be capable of flowing 1,500 gpm at 20 PSI.
51. The single-family structures being proposed for this development that are three stories in height will require automatic fire sprinkler systems designed and installed per NFPA 13-D Standards.
52. If applicable, water meter and service lines for the three story buildings shall be sized adequately to support the water demand required for fire sprinklers and domestic water fixtures.
53. All single-family dwellings shall have smoke detectors installed per the California Building Code.
54. Class C minimum roofing will be required for each building.
55. Spark arrestors shall be installed on any chimney cap.
56. Building address numbers shall be self-illuminated, 4-inch minimum in size, and visible from the street (and driveway). In addition, a monument sign will be required at each driveway opening indicating the address numbers of all homes that are located along the private driveways.
57. The Hayward Fire Department will need to confirm that this property meets proper clearance requirements. If not already proven, a Phase I or other approved certification shall be conducted. The applicant should notify the Hazardous Materials Coordinator (Hugh Murphy) for further information and instructions.

**Other**

58. A copy of these conditions of approval shall be included on a full-sized sheet(s) in the plan set.
59. Show an exterior hose bib for each private yard, patio or porch area on the ground floor.
60. No mechanical equipment shall be placed on the roof unless it is completely screened from view by the proposed roof structure. Roof apparatus, such as vents, shall be painted to match the roof color. All roof vents shall be shown on roof plans and elevations. Vent piping shall not extend higher than required by Building Code.
61. The developer shall cause to be recorded an avigation easement for each unit to the satisfaction of the Public Works Director, prior to occupancy.
62. The applicant shall record a deed restriction on lots 21 and 22 restricting development of homes on those lots until such time as an overall 3.0 parking spaces per unit ratio can be met. In the interim, parking spaces shall be provided in-lieu of those two residential units such that the overall parking ratio of 3.0 spaces per unit is achieved. The deed restriction language shall be reviewed by City staff prior to recordation of the deed restriction. The deed restriction shall be recorded prior to issuance of any building permits.
63. The applicant shall pay additional in-lieu park fees totaling \$117,000 to cover the costs associated with development of 1,400 square feet of group open space in-lieu of providing group open space within the proposed 22-unit development.
64. Prior to issuance of a grading permit, the applicant shall submit a work plan for additional site sampling to the Department of Toxic Substances Control (DTSC) for their review and approval. The additional soil sampling shall be completed to the satisfaction of DTSC and confirmation submitted to the Planning Division prior to issuance of the grading permit.

## FINDINGS FOR APPROVAL

### TENTATIVE TRACT MAP 7658

1. The approval of Tentative Map Tract 7658, as conditioned, will have no significant impact on the environment, cumulative or otherwise. A Negative Declaration was prepared per the guidelines of the California Environmental Quality Act (CEQA) for the development of this site.
2. The tentative tract map substantially conforms to the State Subdivision Map Act, the City's Subdivision Regulations, the General Plan, and the City's Zoning Ordinance.
3. The site is physically suitable for the proposed type of development.
4. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
5. The design of the subdivision and the proposed improvements are not likely to cause serious health problems.
6. Existing streets and utilities are adequate to serve the project.
7. None of the findings set forth in Section 64474 of the Subdivision Map Act<sup>1</sup> have been made.

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<sup>1</sup> The findings of Section 64474 set forth the grounds for denial of a tentative map which are as follows:

- (a) That the proposed map is not consistent with applicable general and specific plans as specified in Section 65451.
- (b) That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.
- (c) That the site is not physically suitable for the type of development.
- (d) That the site is not physically suitable for the proposed density of development.
- (e) That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
- (f) That the design of the subdivision or type of improvements is likely to cause serious public health problems.
- (g) That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of, property with the proposed subdivision.

**CONDITIONS OF APPROVAL  
TENTATIVE TRACT MAP 7658**

1. Unless otherwise stated, all necessary easements shall be dedicated, and all improvements shall be designed and installed at no cost to the City of Hayward.
2. All improvements shall be designed and constructed in accordance with the City of Hayward Municipal Code – Chapter 10, Article 3, and Standard Specifications and Details – unless otherwise indicated hereinafter.
3. The applicant/developer's engineer shall perform all design work unless otherwise indicated.
4. A copy of these approved conditions of approval shall be inscribed on full-sized sheets in the tentative tract map and tract improvement plan sheets.

**IMPROVEMENTS**

5. Grading and improvement plans shall be submitted to the City Engineer for review and approval. Subject plans shall, in addition to the standard improvements, incorporate the following conditions and design requirements:

**Streets**

11. The private streets' pavement sections shall be designed to public street standards.

***Alleys***

12. Alley approaches shall meet City of Hayward's Standard Detail SD-109, with allowances as approved by the City Engineer to meet handicap accessibility slope standards across the alley. Where an alley is provided to access more than one unit, the minimum travel lane width shall be 24 feet.
13. No parking shall be allowed within the alleys. Red curbs and fire lane signage shall be installed along both sides of the alleys as approved by the Fire Chief and City Engineer.
14. The on-site streetlights and pedestrian lighting shall have a decorative design approved by the Planning Director. The locations of the lights shall be shown on the improvement plans and shall be approved by the City Engineer. Such fixtures shall have shields to minimize "spill-over" lighting on adjacent properties that are not part of the tract. If independent street light poles are proposed within the alleys, an alternative plan for providing decorative lighting attached to the buildings shall be provided.
15. The alleys shall not extend more than 5 feet beyond the garage doors of the end units served by such alleys, unless needed for designated parking spaces.

### **Storm Drainage**

16. The on-site storm drain system shall be a private system owned and maintained by the homeowners association.
17. The development shall not block runoff from, or augment runoff to, adjacent properties. The drainage area map developed for the hydrology design shall clearly indicate all areas tributary to the project site. Mitigation measures will be required to mitigate augmented runoff with off-site and/or on-site improvements.
18. The latest edition of the Alameda County Flood Control and Water Conservation District's Hydrology and Hydraulics Criteria Summary shall be used to design the storm drain system. A detailed grading and drainage plan with supporting calculations and a completed Drainage Review Checklist shall be submitted, which shall meet the approval of the Alameda County Flood Control and Water Conservation District staff and the City Engineer. Development of this site is not to augment runoff to the District's downstream flood control facilities. The hydrology calculations shall substantiate that there will be no net increases in the quantity of runoff from the site versus the flow rate derived from the original design of the main facilities. If there is augmented project-generated runoff, off-site and/or on-site mitigation measures will be necessary as approved by the District.
19. The storm drains in the private street and alley shall be located a minimum of one foot from the face of curb for pipes up to 24 inches in diameter and 2 feet from the face of curb for pipes 27 to 48 inches in diameter.
20. No surface runoff is allowed to flow over the sidewalks and/or driveways. Area drains shall be installed behind the sidewalks to collect all runoff from the project site.
21. All storm drain inlets must be labeled "No Dumping - Drains to Bay," using City-approved methods.

### ***Stormwater Quality Requirements***

22. A Storm Water Pollution Prevention Plan (SWPPP) shall be submitted with a design to reduce discharge of pollutants and sediments into the downstream storm drain system for review and approval of the City Engineer.
23. The project plans shall include the storm drain design in compliance with post-construction stormwater requirements to provide treatment of the stormwater according to the National Pollutant Discharge Elimination System (NPDES) permit's numeric criteria. The storm drain design shall comply with the C.3 established thresholds and shall incorporate measures to minimize pollutants to the maximum extent practicable (MEP).
24. The project plans shall identify Best Management Practices (BMPs) appropriate to the uses conducted on-site to effectively prevent the entry of pollutants into storm water runoff. Roof leaders shall discharge into a landscaped area or a grassy swale prior to stormwater runoff entering an underground pipe system.

25. The project should be designed to direct runoff to the landscaped yards and common space, prior to entering into the underground pipe system. Unit pavers should also be considered for impervious areas such as the driveways, parking areas and fire truck turnarounds.
26. The proposed BMPs shall be designed to comply with the hydraulic sizing criteria listed in Provision C.3 of the Alameda County Clean Water Program (ACCWP) NPDES permit (page 22). In addition, the California Stormwater Quality Association's Stormwater Best Management Practice Handbook New Development and Redevelopment, Subsection 5.5 on pages 5 – 12 has a section titled "BMP Design Criteria for Flow and Volume." Those materials are available in the internet at [www.cabmphandbooks.com](http://www.cabmphandbooks.com) for your reference.
27. The project plans shall also include erosion and sediment control measures to prevent soil, dirt, debris and contaminated materials from entering the storm drain system, in accordance with the regulations outlined in the Association of Bay Area Governments (ABAG) Erosion and Sediment Control Handbook.
28. The applicant/developer is responsible for ensuring that all contractors are aware of all storm water quality measures and implement such measures. Failure to comply with the approved construction BMPs will result in the issuance of correction notices, citations or a project stop order.
29. Landscaping shall be designed with efficient irrigation to reduce runoff, promote surface infiltration, and minimize the use of fertilizers and pesticides that can contribute to stormwater pollution. Where feasible, as determined by the City Engineer and Landscape Architect, landscaping should be designed and operated to treat stormwater runoff. Landscaping shall also comply with the City's "water efficient landscape ordinance."

## **Utilities**

### ***Sanitary Sewer***

30. Sanitary sewer service is available subject to standard conditions and fees in effect at the time of application.
31. The sanitary sewer mains within the private streets and private alleys shall be designed in accordance with the City of Hayward Standard Details.
32. All on-site sanitary sewer mains shall be 8 inches in diameter and manhole shall be installed at the beginning and the end of each sanitary sewer main. The sanitary sewer mains shall be located in the middle of the streets.
33. Each residential unit shall have a separate sanitary sewer lateral.
34. Any existing sanitary sewer laterals shall be abandoned. The laterals shall be severed at the sewer main and the wyes shall be plugged using a mechanical plug. This work shall be paid for by the developer.

***Water System***

35. Water service is available subject to standard conditions and fees in effect at the time of application.
36. The water mains within the private streets shall be public mains, designed and constructed to City standards and approved by the Fire Chief and City Engineer.
37. Water meters and services are to be located a minimum of 2 feet from top of driveway flares, as per City Standard Details 213 through 218. Water meters are to be located a minimum of 6 feet from sanitary sewer laterals, as per State Health Code. Driveway cuts shall be staked before service laterals are installed.
38. All water mains shall be looped and located 5 feet from the face of curb.
39. Each residential unit shall have an individual radio read water meter.
40. All existing water services shall be abandoned by turning off the corporation stop and cutting the existing line. This work shall be done under the direct supervision of a City inspector.
41. Fire hydrants shall be provided within the development and locations shall be approved by the Fire Chief and City Engineer prior to commencing construction.
42. The fire service line for the fire hydrant shall have a double check detector assembly with trim meter.
43. If a sprinkler is required for a building, a reduce pressure backflow preventer shall be installed behind the water meter per City Standard Detail SD-202.
44. A reduced pressure backflow preventer shall be installed behind the water meter for irrigation services, per City of Hayward Standard Detail 202.

***Other Utilities (PG&E, phone, etc...)***

45. All overhead lines within the project boundary, as well as along the frontage of properties identified as "Potential Future Site Plan to Complete Housing Development" as shown on sheet C2 of the Tentative Map set, shall be undergrounded.
46. All service to dwellings shall be an "underground service" designed and installed in accordance with the Pacific Gas and Electric Company, AT&T (phone) Company and local cable company regulations. All facilities necessary to provide service to the dwellings, including transformers and switchgear, shall also be undergrounded.
47. All utilities, including water mains, located underneath decorative paving or "turf block" shall be encased in steel sleeves.

48. The joint trench design and location shall meet the approval of the City Engineer.
49. Ductile iron pipe is required in all "off-street" easements, and control valves are required in streets before entering such easements.
50. All surface-mounted hardware (fire hydrants, electroliers, etc.) along the proposed private streets, driveways or public streets shall be located outside of the sidewalk within the Public Utility Easement in accordance with the requirements of the City Engineer or, where applicable, the Fire Chief.
51. All utilities shall be designed in accordance with the requirements of the City and applicable public agency standards.
52. City standard electroliers shall be installed along the Saklan Road and Eden Avenue frontages, as well as along the frontage of properties identified as "Potential Future Site Plan to Complete Housing Development" as shown on sheet C2 of the Tentative Map set. The design and location shall be approved by the City Engineer. The electroliers shall be public.
53. Decorative street lights shall be installed along the private streets and alleys. The design and location of these lights shall meet the approval of the Planning Director and the City Engineer. The lights will be private lights and the cost of operation and maintenance shall be born by the homeowners association created for this subdivision. Such fixtures shall have shields to minimize "spill-over" lighting on adjacent properties that are not part of the tract.
54. No utilities shall be located in the area between two driveways for all duplex units.

### **Fire Protection**

55. Satisfy the following the requirements of the City of Hayward Fire Department:
  - a. Design of the public streets, private streets and alleys shall meet the Fire and Public Works Department Standards.
  - b. All public and private streets and alleys shall be designed to withstand 50,000 lbs. gross vehicle weight of fire apparatus. Such standard is also applicable to pavers or decorative concrete.
  - c. All public and private streets and alleys shall be designed with an all-weather surface pavement.
  - d. Private streets and alleys shall be dedicated fire lanes. Parking of vehicles shall only be allowed in designated parking stalls. Where there is no on-street parking, the street curbs shall be painted red and fire lane signage shall be installed in locations required by the Fire Department.
  - e. Addresses of buildings shall be in compliance with the Fire Department requirements. All buildings shall have a minimum 4 inch self-illuminated address installed on the front of the building so as to be visible from the street. A decorative address monument sign shall be installed at each alley entrance,

indicating the building addresses for the units served by such access. Minimum size numbers shall be 6 inches in height on a contrasting background.

- f. Fire hydrants shall be spaced (at minimum) every 400 feet and shall be installed in locations approved by the Fire Department. The type of fire hydrant shall be a modified steamer, capable of flowing 1,500 gallons per minute at 20 PSI for a two-hour duration. The design and layout of the hydrants shall be reviewed and approved by the Fire Department.
- g. Blue reflective pavement markers shall be installed in the street adjacent to the fire hydrant locations.
- h. Crash post protection may be required for fire hydrant if it is located in an unprotected area susceptible to potential vehicular impacts.
- i. Fire hydrants for the development shall be completed and operational prior to the start of combustible construction or storage of combustible construction materials.
- j. A health-based and water quality clearance shall be obtained from either the State Department of Toxic Substances Control or the California Regional Water Quality Control Board (SF Bay Region) prior to starting of grading or construction. If it is determined that remediation of soil and/or groundwater is necessary, oversight of one of these two agencies would be required.

#### **Dedications, Easements and Encroachment Permits**

56. The final map shall reflect all easements needed to accommodate the public portions of the sanitary sewer and water systems that are outside of the private streets. The easements shall be a minimum of 12 feet wide. The private streets shall be designated as a Public Utility Easement, (PUE) Sanitary Sewer Easement (SSE) and Emergency Vehicle Access Easement (EVAE).
57. The final map shall reflect a ten-foot wide right-of-way dedication along the Saklan Road and a six-foot wide along Eden Avenue subdivision frontages, consistent with the proposed Mt. Eden Annexation Area improvement plans.
58. The final map shall reflect easements that would reserve access rights (ingress/egress) over the streets and alleys as approved by this tentative tract map for use as access in the future development of those properties that are shown as "Potential Future Site Plan to Complete Housing Development" on sheet C2 of the Tentative Map.
59. Prior to the approval of the final map, all documents that need to be recorded with the final map shall be approved by appropriate department managers and any unpaid invoices or other outstanding charges accrued to the City for the processing of the subdivision application shall be paid.
60. The owner/developer shall prepare a Stormwater Treatment Measures Maintenance Agreement (available in the Engineering and Transportation Division). The Maintenance Agreement shall be recorded in concurrence with the final map at the Alameda County Recorder's Office to ensure that the maintenance is bound to the property in perpetuity.

### **Subdivision Agreement**

61. The developer shall execute a subdivision agreement and post bonds with the City that shall secure the construction of the public improvements per Section 10-3.332 of the Municipal Code: Security for Installation of Improvements. Insurance shall be provided per the terms of the subdivision agreement.

### **Homeowners Association and Covenants, Conditions and Restrictions**

62. The Eden Pointe Owners' Association created for Mount Eden phase I Tract 7657 and incorporated on July 10, 2007, shall be amended to include Mount Eden phase II Tract 7658. The developer shall file an amendment with the State Department of Real Estate after the Tract Map 7658 is approved. Each owner shall automatically become a member of the association and shall be subject to a proportionate share of maintenance expenses. The Eden Pointe Owners' Association shall be responsible for maintaining all private streets and alleys, private street lights, private utilities, and other privately owned common areas and facilities on the site, including, but not limited to landscaping, preservation and replacement of trees, and decorative paving that extends into public streets. For any necessary repairs done by the City in locations under the on-site decorative paved areas, the City shall not be responsible for the replacement cost of the decorative paving. The replacement cost shall be borne by the Eden Pointe Owners' Association.

### **PRIOR TO CONSTRUCTION OR GRADING**

63. Prior to the issuance of a grading permit and/or the beginning of any construction activity on-site, detailed grading, erosion and sediment control measures and drainage plans with supporting calculations and a completed Drainage Review Checklist shall be submitted for review and approval of the City Engineer.
64. Prior to the issuance of a grading permit and/or the beginning of any construction activity on-site, the Developer's Engineer shall submit completed the Development Building Application Form Information consisting of: 1) Impervious Material Form and 2) Operation and Maintenance Information Form.
65. Prior to the issuance of a grading permit and/or the beginning of any construction activity on-site, the developer shall provide a copy of the Notice of Intent filed with the State Water Resources Control Board.
66. Prior to the issuance of a grading or building permit, the developer shall provide a tree preservation bond, surety or deposit, equal in value to the trees to be preserved. The bond, surety or deposit shall be returned two years after the tract is accepted if the trees are found to be in a healthy, thriving and undamaged condition. The developer shall provide an arborist's report evaluating the condition of the trees at that time.

67. Prior to the issuance of a tree removal permit, landscape plans including a tree mitigation summary shall be submitted to the City Landscape Architect for review and approved. That approved landscape plans and a summary of list of trees to be removed shall be attached to the tree removal permit.
68. Tree removal activities shall be performed outside of the nesting season (February 1 through August 31), or pre-construction surveys of all trees to be removed on site shall be performed by a qualified biologist to ensure that there are no any active nests used by raptors or other birds. A 250-foot buffer should be established around any trees with active nests until the young have fledged to ensure nesting is not adversely affected by construction activities.
69. A full geotechnical evaluation shall be conducted; and if liquefaction is determined to be probable, measures as recommended by the project geotechnical consultant shall be implemented.
70. A full geotechnical evaluation shall be conducted, and if highly-expansive soils are determined to be present, measures as recommended by the project geotechnical consultant shall be implemented.
71. Recommendations of the project geotechnical consultant, TerraSearch, Inc., shall be implemented, including those related to ground-motion parameters for use in structural design of buildings.
72. Supplemental documents shall be submitted at times as specified below:
  - I. A health-based and water quality clearance shall be obtained from either the State Department of Toxic Substance Control or the California Regional Water Quality Control Board (SF Bay Region), prior to start of grading or construction. If it is determined that remediation of soil and/or groundwater is necessary, oversight of one of these two agencies would be required.
  - II. State-certified lead-based paint (LBP) and asbestos professional(s) shall be retained to perform a LBP and asbestos containing material (ACM) survey of structures for testing and confirmation of LBP and ACM within and around the structures, and if such surveys show the presence of such substances, remediation plans shall be developed and implemented, in accordance with State and federal regulations. This information shall be provided before issuance of any deconstruction permits.
  - III. All domestic water wells and septic tanks and leach lines from the project site shall be destroyed and removed, in accordance with local, County and State regulations.

**PRIOR TO CONSTRUCTION WITH COMBUSTIBLE MATERIALS**

73. Required water system improvements shall be completed and operational prior to the start of combustible construction.

## **DURING CONSTRUCTION**

74. The following control measures for construction noise, grading and construction activities shall be adhered to, unless otherwise approved by the Planning Director or City Engineer:
- a. Grading and construction activities shall be limited to the hours 7:30 AM to 6:00 PM on weekdays; there shall be no grading or construction activities on the weekend or national holidays.
  - b. Grading and construction equipment shall be properly muffled.
  - c. Unnecessary idling of grading and construction equipment is prohibited.
  - d. Stationary noise-generating construction equipment, such as compressors, shall be located as far as practical from occupied residential units.
  - e. Applicant/developer shall designate a "noise disturbance coordinator" who will be responsible for responding to any local complaints about construction noise.
  - f. The developer shall participate in the City's recycling program during construction.
  - g. Daily clean up of trash and debris shall occur along all peripheral streets and other neighborhood streets utilized by construction equipment or vehicles making deliveries.
  - h. The site shall be watered twice daily during site grading and earth removal work, or at other times as may be needed to control dust emissions.
  - i. All grading and earth removal work shall follow remediation plan requirements, if soil contamination is found to exist on the site.
  - j. All unpaved access roads, parking areas and staging areas at construction sites shall be paved, have water applied three times daily, or non-toxic soil stabilizers applied.
  - k. All paved access roads, parking areas and staging areas at construction sites shall be swept daily (with water sweepers).
  - l. Inactive construction areas (previously graded areas inactive for 10-days or more) shall have non-toxic soil stabilizers applied, or shall be hydroseeded.
  - m. Exposed stockpiles (dirt, sand, etc.) shall be enclosed, covered, watered twice daily or applied with non-toxic soil binders.
  - n. Construction debris shall be gathered on a regular basis and placed in a dumpster or other container that is emptied or removed on a weekly basis. When appropriate, tarps on the ground are to be used to collect fallen debris or splatters that could contribute to storm water pollution.
  - o. All dirt, gravel, rubbish, refuse and green waste from the sidewalk, street pavement, and storm drain system adjoining the project site shall be removed. During wet weather, driving vehicles off paved areas and other outdoor work areas shall be avoided.
  - p. The sidewalks and public street pavement adjoining the project site shall be broom-swept on a daily basis. Caked on mud or dirt shall be scraped from these areas before sweeping.
  - q. No site grading shall occur during the rainy season, between October 15 and April 15, unless approved erosion control measures are in place.

- r. Filter materials (such as sandbags, filter fabric, etc.) shall be installed at the storm drain inlet nearest the downstream side of the project site prior to: 1) start of the rainy season; 2) site dewatering activities; 3) street washing activities; or 4) saw cutting asphalt or concrete activities, or in order to retain any debris or dirt flowing into the storm drain system. Filter materials shall be maintained and/or replaced as necessary to ensure effectiveness and prevent street flooding. Dispose of filter particles shall be properly disposed in the trash.
  - s. A contained and covered area shall be created on the site for the storage of bags of cement, paints, flammables, oils, fertilizers, pesticides or any other materials used on the project site that have the potential for being discharged to the storm drain system through being windblown or in the event of a material spill.
  - t. Cleaning machinery, tools, brushes, etc., or rinsing containers, into a street, gutter, storm drain or stream is prohibited (see City's "Building Maintenance/Remodeling" flyer for more information).
  - u. Concrete/gunite supply trucks or concrete/plasters finishing operations shall not discharge washwater into street gutters or drains.
  - v. The applicant/developer shall immediately report any soil or water contamination noticed during construction to the City Fire Department Hazardous Materials Division, the Alameda County Department of Health and the Regional Water Quality Control Board.
75. A representative of the project soils engineer shall be on the site during grading operations and shall perform such testing as deemed necessary by the City Engineer. The representative of the soils engineer shall observe all grading operations and provide any recommended corrective measures to the contractor and the City Engineer.
76. The minimum soils sampling and testing frequency shall conform to Chapter 8 of the Caltrans Construction Manual. The subdivider shall require the soils engineer to daily submit all testing and sampling and reports to the City Engineer.
77. The developer shall be responsible to adhere to all aspects of the Storm Water Pollution Prevention Plan (SWPPP) as approved per the aforementioned condition of approval.
78. Tree preservation and protection measures, as required by the City Landscape Architect, shall be included in grading and improvement plans. Trees shall be fenced at the drip line throughout the construction period and shall be maintained in a healthy condition throughout the construction period. Where trees are being removed, mitigation for the removed trees equal to their value shall be provided as outlined in the City Tree Preservation Ordinance.
79. Tree protection measures information shall be provided for the off-site trees that are proposed to remain in place, where the site improvements or home construction would occur within the drip lines of such trees.
80. All common area landscaping, irrigation and other required improvements shall be installed according to the approved plans.

**PRIOR TO CONNECTION OF UTILITIES AND ISSUANCE OF CERTIFICATES OF OCCUPANCY**

81. The applicant/developer shall be obligated for the following fees. The amount of the fee shall be in accordance with the fee schedule in effect at the time Tentative Map was accepted as complete, unless otherwise indicated hereinafter:
  - a. Supplemental Building Construction and Improvement Tax
  - b. School Impact Fee
  - c. Water Facilities Fee and Sewer Connection Fee for each dwelling unit at the rate in effect when the utility service permit for the dwelling unit is issued.
82. Only water distribution personnel shall perform operation of valves on the Hayward Water System.
83. Only water distribution personnel shall install tapping tee and tapping valve and perform the connection on the Hayward Water System.
84. Prior to granting occupancy, water service meters shall be installed by water distribution personnel at the developer's expense. The application for water services shall be presented to the City Inspector.
85. Prior to the City installing the water meters, the subdivider shall provide the Public Works-Utilities with certified costs covering the installation of the public water mains and appurtenances.

**PRIOR TO CITY APPROVAL OF THE TRACT IMPROVEMENTS AS BEING COMPLETED**

86. All tract improvements, including the complete installation of all improvements relative to streets, fencing, sanitary sewer, storm drainage, water system, underground utilities, etc., shall be completed and attested to by the City Engineer before approval of occupancy of any unit. Where facilities of other agencies are involved, such installation shall be verified as having been completed and accepted by those agencies.
87. All common area landscaping, irrigation and other required improvements shall be installed prior to acceptance of tract improvements, or occupancy of 80 percent of the dwelling units, whichever first occurs.
88. Prior to the sale of any individual unit/lot, or prior to the acceptance of tract improvements, whichever first occurs, the developer shall file an amendment with the State Department of Real Estate to amend the Eden Pointe Owners' Association created for Mount Eden phase I Tract 7657 and incorporated on July 10, 2007, to include Mount Eden phase II Tract 7658. Each owner shall automatically become a member of the association and shall be subject to a proportionate share of maintenance expenses. A reserve fund shall be maintained to cover the costs of replacement and repair of all improvements shown on the approved plans.

89. The improvements associated with the Pacific Gas and Electric Company, AT&T (phone) company and local cable company shall be installed to the satisfaction of the respective companies.
90. The subdivider shall submit an "as built" plan indicating the following:
  - a. All underground facilities, sanitary sewer mains and laterals, water services (including meter locations), Pacific Gas and Electric, AT&T (phone) facilities, local cable company, etc.
  - b. All the site improvements, except landscaping species, buildings and appurtenant structures.



Project #  
PL-2006-0375 ZC

**RECEIVED**

JUL 12 2007

PLANNING DIVISION

To: Sara Buizer, AICP; Senior Planner  
City of Hayward

From: Derek Farmer; Forward Planner *DF*  
KB Home South Bay Inc.

Date: July 2, 2007

RE: EDEN POINTE, PHASE II – INCLUSIONARY HOUSING PLAN

#### **Eden Pointe – Planned Development**

KB Home South Bay Inc. received approval on March 28, 2006 for a planned residential community on a 12.46-acre site located in the Mt. Eden neighborhood of Hayward off of Eden Avenue between Saklan Road and Middle Lane. The community includes a total of 149 residences consisting of 97 detached single-family residences and 52 duet-townhome residences and has been named Eden Pointe. The residences each consist of two and three stories, each with attached two-car garage. The architecture and landscaping of the community has been approved by the City as of this writing and construction of the community is set to begin shortly.

The Inclusionary Housing Plan (IHP) for the community is located offsite at the Saklan Family Housing development at the corner of Saklan Road and North Lane in Mt. Eden, approximately ¼ mile from Eden Pointe. The IHP consists of 23 low and very-low income rental housing units currently under construction.

#### **Phase II – Pratt/Aranda Properties, TTM 7658**

A second phase of this community was submitted for Tentative Map/Planned Development approval last summer and currently is in resubmittal. This second phase consists of 22 lots, 20 of them for residential purposes at this time while negotiations continue on additional contiguous parcels to be added to the community. In the meantime, a deed restriction on 2 lots would apply to meet City parking standards. The language of this deed restriction has been tentatively approved by the City.

### **Design, Distribution and Timing of Affordable Units**

Section 10-17.215(b) of the City's Inclusionary Housing Ordinance (IHO) states that when affordable units are required in owner-occupied residential housing projects, the units should be integrated with the project as a whole. The proposed affordable units in Phase II have been integrated throughout the community.

The article further states that affordable units may be smaller in aggregate size and have different interior finishes and features than market-rate units so long as the interior features are durable, of good quality and consistent with contemporary standards for new housing. Phase II would include 3 affordable units that would consist of duet-townhome residences (Plan 5) and would total 1,346 square feet of conditioned floor area and 420 square-feet of attached two-car garage. The conditioned floor area would consist of 505 square feet on the first floor and 841 square feet on the second floor, and would include three bedrooms, with the option for a fourth bedroom as desired. (Please refer to attached Plan 5, Floor Plan and Elevations.)

A comparison of these proposed units with the proposed market-rate units shows that although the overall conditioned square-footage of the affordable units is smaller, the units would match the architectural theme of the community and the interior features and finishes would be consistent. The affordable units would include such features as interior utility rooms with full side-by-side laundry hook-ups, attached 2-car garage, and walk-in-closets in the master bedroom. The interior finishes will be purchased from the same suppliers and contractors as those for the market rate units, and will be similar to other contemporary communities in production throughout the greater Bay Area. Exterior finishes would include brick and stone details in a pattern consistent with the PDP-approved architectural theme of the overall community.

### **Phasing Plan**

KB Home has proposed a construction Phasing Plan that would guarantee the release of affordable units in a manner consistent with the development of the overall community per the requirements of Sec. 10-17.215(b)(c). The phasing plan would include three (3) phases, allowing the release of approximately 1 residences (market rate and affordable) per phase during the construction schedule of the project. The affordable units would be released as follows:

Phase	No. Of Affordable Units Released
1	1
2	1
3	1
3 Phases	3 Affordable Units - Total

It is anticipated that these 3 phases could be constructed within the space of one year; this would allow for timely release as well as ensure that the overall affordability indices do not decrease as the project is built out. In addition, KB Home will likely propose the same phasing schedule as part of its application to the State Department of Real Estate for improvements budgets and development of the community homeowner's association.

Please refer to the attached Phasing Plan for an illustrative description of the proposed phasing schedule.

### **Affordable Unit Ratio**

Section 10-17.205 of the IHO states that all residential development projects consisting of 20 or more dwelling units shall develop and maintain at least 15% of the development as affordable residences. KH Home has proposed a total of 20 residences in the Mt. Eden planned community, with the eventual number to increase to 22 when additional parcels become available. Based on the 15% requirement, 3 affordable units are proposed as part of this IHP for Phase II. At the time additional parcels are presented to the City, the IHP will be revised (or a new IHP submitted) that will include affordable units for those parcels as well as account for the additional 2 residential units in Phase II that would then be constructed on Lots 21 and 22.

### **Affordability Levels and Income Groups**

The affordable residences would be owner-occupied, as would the entire development. Per Sec. 10-17.210, 100% of the residences would be reserved for moderate-income occupants, with 110% of median income used to determine housing costs. In addition, 35% of income would be used to determine affordable housing costs. The determination of median income has been derived from State of California, Department of Housing and Community Development, Division of Housing Policy Development documents dated February 25, 2005. (Please refer to attachment)

According to this data, 2005 Area Median Income for Alameda County is \$82,200.00, based on a four-person household. Therefore, 110% of area median income would be \$90,420.00, and annual and monthly affordable housing costs would be calculated as follows:

\$90,420.00	[110% of Area Median Income adjusted for family size (4 person household \ 3 bedroom unit )]
$\begin{array}{r} \text{X } .35 \\ \hline 110\% \text{ of} \\ \$31,647.00 \end{array}$	[Affordable Housing Cost cannot exceed 35% times Area Median Income]
$\frac{\text{divided by } 12}{\text{Housing Cost}}$	[To calculate the maximum <u>monthly</u> Affordable Housing Cost]
\$2,637.25	[As this hypothetical illustrates, no Family of Moderate Income with a family size of 4 shall spend more than \$2,637.25 per month, as of the date hereof, on the sum of the items which make up the Affordable Housing Cost.]

This amount, less monthly housing costs including property taxes, insurance, utilities, property maintenance fess, homeowner's association fees and related costs, would net the monthly maximum mortgage payment. The actual costs of these items would be calculated based on data available at time of purchase, unless otherwise directed by the City, and would be included as an attachment of the Inclusionary Housing Agreement.

Please refer to Exhibit "B", Calculation of Sales Price and Illustrative Calculation of Maximum Sales Price – Moderate Income Level, in the Inclusionary Housing Agreement.

### **Term**

The affordable units shall be effective for a term of at least 45 years, in accordance with the provisions of Sec. 10-17.705. The terms shall begin on the date on which the Certificate of Occupancy is issued.

Please refer to the attached Inclusionary Housing Agreement for term definition and requirements.

### **Resale of an Affordable Unit**

During the term of an affordable unit, the owner will be allowed to sell the unit only to an eligible person or family as defined in terms of the Inclusionary Housing Agreement and Sec. 10-17.820 of the IHO and only if the housing cost does not exceed the affordable housing cost for the eligible person or family. In addition, any resale or transfer shall be submitted and approved by the City in accordance with all definitions and sections of the IHO and the Inclusionary Housing Agreement.

To ensure compliance with these provisions, the owner must calculate the affordable housing cost for the prospective buyer in accordance with current State and City ordinance provisions and ensure that the sum of the sales price and all related housing costs do not exceed the affordable housing cost. In addition, the owner must notify the City in advance of sale and attach all documentation verifying prospective owner's eligibility with all income and housing cost restrictions. Only after the City has approved all eligibility documentation and the prospective owner has signed the Inclusionary Housing Agreement can the sale proceed.

Please refer to the attached Inclusionary Housing Agreement for definitions, attachments and exhibits pertaining to this section.

### **Right of First Refusal**

The owner of the affordable unit will be responsible for selecting a buyer that meets all the required income eligibility requirements. According to Sec. 10-17.710, information regarding potential buyers who meet these criteria may be obtained from the City of Hayward First-Time Homebuyer Program staff or from similar programs offered by other municipalities, lenders, or local housing organizations. The resale restrictions will provide that in the event of the sale of an affordable unit if the seller is unable to find an eligible and qualified purchaser, the City will have the right to purchase the unit at the price that could be charged to a purchaser meeting all applicable income-eligibility requirements.

Please refer to the attached Inclusionary Housing Agreement for definitions and attachments pertaining to this section.

### **Rental Restrictions**

In accordance with Sec. 10-17.815, any household who occupies an affordable unit must occupy that unit as their principal residence. No renting of the unit shall be allowed. Language pertaining to this restriction is attached as part of the Inclusionary Housing Agreement.

## **Development Incentives and Alternatives**

KB Home has proposed the location of all affordable units for Phase II within the Eden Pointe planned community, in accordance with the direction received by City staff thus far. No off-site construction or location of affordable units is proposed as part of this application. Therefore, no development incentives or alternatives are proposed as part of this application.

As described above, the proposed 3 affordable units would consist of duet-style townhouses rather than detached residences; however, these units would contain interior and exterior architectural and construction treatments similar to those proposed for other residences throughout the community. In addition, the remaining 11 duet-style townhomes are also proposed as market-rate residences.

## **Buyer Outreach**

KB Home works with city/county housing agencies to determine prospective buyer outreach strategies. Some cities maintain lists of pre-qualified buyers who match agency-determined median income criteria, while other cities mandate city residency and/or employment. It is our understanding that, at the present time, the City of Hayward does not maintain an active list of income-eligible participants.

In this case, KB Home shall develop a list of pre-qualified buyers who meet all required income criteria as determined in the IHO and applicable State codes. As required by the City, the residents of the City of Hayward shall have first priority for eligibility on the list. In the event that the City residency priority is exhausted and spaces remain, the list may be expanded to include non-residents, per the approval of the City. The list will be developed in conjunction with the sales and marketing of the Mt. Eden planned community as discussed below.

## **Marketing Plan/Advertising**

KB Home does not have a standard marketing plan for affordable residence availability and prospective buyer outreach. Instead, the company works closely with individual city and county housing agencies to develop appropriate marketing strategies for affordable residences to buyers representing agency-determined income levels.

For the Eden Pointe planned community, the company will take out print ads in local papers, notably the *Hayward Daily Review*, several months prior to sale.

could be utilized if local publication does not elicit desired marketing response. The ads would be sent to the City for review and approval prior to publication.

In addition, the official company website would be updated prior to sale advertising the Eden Pointe planned community, with special attachments listing the affordable requirements (based on the most recent income data) and highlighting plan choices and options available to affordable buyers.

Prior to sale, the on-site sales facility will open and will feature the Plan 5 model available to affordable buyers. Color sales brochures will be available and will feature the above-described information. Attached are two examples of marketing materials developed for recent housing communities in the Bay Area. These brochures were distributed to prospective buyers at the on-site community sales facilities as well as the applicable city housing agencies.

The Siena community in the City of Fairfield is predominantly a traditional single-family residence community, while the Arbor Village community in the City of Brentwood represents more of an urban village concept with a mixture of single-family residences and townhomes. Of the two, the Arbor Village example more closely represents the community proposed for the City of Hayward.

Again, any advertising, including sales brochures and print ads, would be submitted to the City for review and approval prior to publication and release.

### **Determination of Income Eligibility**

Depending on the City and the requirements of local housing agencies, KB Home utilizes a variety of documents to ensure that prospective homebuyers qualify. These include recent tax returns, pay stubs, trust documents and all related information pertaining to adult wage earners. Mortgage lenders normally work with sales staff to determine loan documents, sources of initial payment and all financing sources to be used to finance the purchase.

Attached is a Purchaser's Income Certification document proposed to determine gross income for prospective buyers of the moderate income units in the Eden Pointe community. Part of this attachment includes a Purchaser's Certification document to be signed by all prospective buyers prior to sale. These documents would be referred to the City for review and approval prior to transaction.

Any transfer of affordable units, whether from developer to purchaser or between future purchasers of property within the required term, will be subject to documentation to be submitted to the City for verification and approval prior to transaction. This transfer documentation has been included in the attached Inclusionary Housing Agreement.

### **Inclusionary Housing Agreement**

The Inclusionary Housing Agreement has been attached for review. In addition to the terms of the agreement it also includes above-described exhibits to calculate moderate income standards and income levels. It also includes transfer documents and assumption agreements. It references applicable State and City housing codes and ordinance provisions and includes income data based upon the latest State HCD income data for 2005.

KB Home appreciates the opportunity to submit these materials, and looks forward to working with city and agency staff during the application process to develop goals for this proposed community that will address the city's housing needs and provide a positive addition to the Mt. Eden neighborhood. If you have any questions or require additional information, I can be reached at 925/750-1791 or by e-mail at [dfarmer@kbhome.com](mailto:dfarmer@kbhome.com).

### **ATTACHMENTS:**

- 1) Income Limits, Memorandum from State HCD**
- 2) Purchaser's Income Certification**
- 3) Marketing Examples**
- 4) Site Plan**
- 5) Elevation Plan**
- 6) Floor Plan**
- 7) Phasing Plan**
- 8) Inclusionary Housing Agreement**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )SS.

On \_\_\_\_\_ before me, \_\_\_\_\_,  
personally appeared \_\_\_\_\_ known to me (or  
proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s)  
is/are subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their Permitted capacity(ies) and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument.

**WITNESS my hand and official seal.**

\_\_\_\_\_

(SEAL)

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**  
**Division of Housing Policy Development**

1800 Third Street, Suite 430  
P. O. Box 952053  
Sacramento, CA 94252-2053  
(916) 323-3177  
FAX (916) 327-2643



February 25, 2005

**MEMORANDUM FOR:** Interested Parties

Handwritten signature of Cathy E. Creswell in black ink.

**FROM:** Cathy E. Creswell, Deputy Director  
Division of Housing Policy Development**SUBJECT:** 2005 Income Limits

Attached for your information is a copy of the income limits for California counties updated for 2005. These include limits for income categories of extremely low-, very low-, lower-, median-, and moderate-incomes for varying household sizes. These income limits are posted at the Department's website at <http://www.hcd.ca.gov/hpd/hrc/rep/state/incNote.html> and replace those in effect during 2004.

California Health and Safety Code Sections 50079.5, 50105 and 50106 provide that the State limits for the low-, very low-, and extremely low-income categories will be the same as those in the equivalent levels established by the U.S. Department of Housing and Urban Development (HUD) for its Section 8 program. Sections 50079.5, 50105, and 50106 also direct the California Department of Housing and Community Development (Department) to publish the income limits. HUD released its new FY 2004 income limits effective February 11, 2005.

Accordingly, the Department has filed with the Office of Administrative Law the amendments to Section 6932 of Title 25 of the California Code of Regulations. The amendments contain both the updated HUD income limits and the median- and moderate-income limits prepared by the Department pursuant to Health and Safety Code Section 50093.

Please note that the use of these income limits is subject to an individual program's definitions of income and to other factors such as effective dates; also note that the definitions themselves sometimes differ between programs. When these official State income limits are to be used for a program, then the limits in the table must be used to qualify a household.

If you have any questions concerning the income limits, then please contact Department staff at (916) 445-4728 or by e-mail to [cahouse@hcd.ca.gov](mailto:cahouse@hcd.ca.gov).

Attachments

**Income Limits Pursuant to Title 25, § 6932  
California Code of Regulations (CCR)**

Methodology

The extremely low-, very low-, and lower-income limits of California Code of Regulations Section 6932 equal the 30 percent of median-, the very low-, and the low-income limits established by the U.S. Department of Housing and Urban Development (HUD) for use in its Section 8 program. To prepare these limits, HUD first estimates median family income (MFI) for the current federal fiscal year. Where an area or county has a condition that warrants special consideration, called an exception, HUD may adjust a limit for an income category. However, if an adjustment would result in an income limit below that of last year, then HUD kept the limit at the level of the prior year.

The area median income, the AMI, is often, but not always, the greater of either: 1) the median family income for a county's metropolitan statistical area or its nonmetropolitan county; or 2) the median family income for nonmetropolitan counties statewide (\$49,100 for 2005).

Once HUD establishes the very low-income limits they use those to calculate the limits for other income categories. HUD's very low four-person income limit usually equals 50 percent of MFI. In most areas, California's Department of Housing and Community Development (Department) calculates "median" income limits from HUD's very low-income limits. The four-person median-income limit equals two times HUD's four-person very low-income limit, with some exceptions. For high cost areas, the Department instead sets the four-person median equal either to HUD's estimated MFI, or to last year's AMI if it had been higher than this year's estimated MFI. Likewise, for HUD's historical exceptions the Department uses for the median either the higher of this year's MFI or last year's AMI. Finally, in some counties rounding conventions cause the four-person median-income limit to be slightly less than two times the four-person very low-income limit. The four-person moderate-income limit is 120 percent of the four-person median-income limit.

Although many four-person low-income limits equal 80 percent of the area median income, HUD's briefing materials specify that the low-income limits actually are calculated using 160 percent of the relevant four-person very low-income limit, with some HUD exceptions. An exception for some high income areas means that the four-person low-income limit is different from what the 160 percent calculation would yield because a maximum, or cap, may have been applied by HUD. An exception for high housing costs relative to incomes means that HUD raises that low-income limit for an area but may or may not raise the limit for the very low-income category. In sum, what is called, for example, an "80%" limit cannot be assumed to equal 80 percent of the median nor 160% of the very low limit due to HUD's adjustments.

California's extremely low-income limits are HUD's limits for "30% of Median". HUD calculates its "30% of Median" limits using 60 percent of the relevant very low-income limits, but with a floor set at the minimum Supplemental Security Income (SSI).

Income limits for all income categories are adjusted for household size so that larger households have higher income limits than do smaller households. For all income categories, the income limits for household sizes other than four persons are calculated using the four-person income limit as the base. HUD's adjustments use the following percentages, with results rounded to the nearest \$50 increment:

Number of persons in Household:	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
Adjustments:	70%	80%	90%	Base	108%	116%	124%	132%

For households of more than eight persons, refer to the formula at the end of the table of the 2004 Income Limits. Due to the adjustments HUD can make between income limits in a given county, these tables should be the only method of determining eligibility. Arithmetic should only be used when a household has more members than eight.

References: FY 2005 HUD Income Limits Transmittal PDR-2005-02 of 02-11-05 and FY 2005 HUD Income Limits Briefing Material Revised February 11, 2005 available at [www.huduser.org/datasets/il.html](http://www.huduser.org/datasets/il.html)

County	Income Category	Number of Persons in Household							
		1	2	3	4	5	6	7	8
Alameda County Area Median Income: 82,200	Extremely Low	17,400	19,850	22,350	<b>24,850</b>	26,850	28,800	30,800	32,800
	Very Low Income	29,000	33,100	37,250	<b>41,400</b>	44,700	48,000	51,350	54,650
	Lower Income	46,350	53,000	59,600	<b>66,250</b>	71,550	76,850	82,150	87,450
	Median Income	57,550	65,750	74,000	<b>82,200</b>	88,800	95,350	101,950	108,500
	Moderate Income	69,050	78,900	88,800	<b>98,650</b>	106,550	114,450	122,350	130,200
Alpine County Area Median Income: 62,400	Extremely Low	13,100	15,000	16,850	<b>18,700</b>	20,200	21,700	23,200	24,700
	Very Low Income	21,850	24,950	28,100	<b>31,200</b>	33,700	36,200	38,700	41,200
	Lower Income	34,950	39,950	44,950	<b>49,900</b>	53,900	57,900	61,900	65,900
	Median Income	43,700	49,900	56,150	<b>62,400</b>	67,400	72,400	77,400	82,350
	Moderate Income	52,450	59,900	67,400	<b>74,900</b>	80,900	86,900	92,900	98,850
Amador County Area Median Income: 61,200	Extremely Low	12,850	14,700	16,500	<b>18,350</b>	19,850	21,300	22,750	24,250
	Very Low Income	21,400	24,500	27,550	<b>30,600</b>	33,050	35,500	37,950	40,400
	Lower Income	34,250	39,150	44,050	<b>48,950</b>	52,900	56,800	60,700	64,650
	Median Income	42,850	48,950	55,100	<b>61,200</b>	66,100	71,000	75,900	80,800
	Moderate Income	51,400	58,750	66,100	<b>73,450</b>	79,350	85,200	91,100	96,950
Butte County Area Median Income: 49,100	Extremely Low	10,300	11,800	13,250	<b>14,750</b>	15,900	17,100	18,250	19,450
	Very Low Income	17,200	19,650	22,100	<b>24,550</b>	26,500	28,500	30,450	32,400
	Lower Income	27,500	31,400	35,350	<b>39,300</b>	42,400	45,550	48,700	51,850
	Median Income	34,350	39,300	44,200	<b>49,100</b>	53,050	56,950	60,900	64,800
	Moderate Income	41,250	47,100	53,000	<b>58,900</b>	63,600	68,300	73,050	77,750
Calaveras County Area Median Income: 58,000	Extremely Low	12,200	13,900	15,650	<b>17,400</b>	18,800	20,200	21,600	22,950
	Very Low Income	20,300	23,200	26,100	<b>29,000</b>	31,300	33,650	35,950	38,300
	Lower Income	32,500	37,100	41,750	<b>46,400</b>	50,100	53,800	57,550	61,250
	Median Income	40,600	46,400	52,200	<b>58,000</b>	62,650	67,300	71,900	76,550
	Moderate Income	48,700	55,700	62,650	<b>69,600</b>	75,150	80,750	86,300	91,850
Colusa County Area Median Income: 49,100	Extremely Low	10,300	11,800	13,250	<b>14,750</b>	15,900	17,100	18,250	19,450
	Very Low Income	17,200	19,650	22,100	<b>24,550</b>	26,500	28,500	30,450	32,400
	Lower Income	27,500	31,400	35,350	<b>39,300</b>	42,400	45,550	48,700	51,850
	Median Income	34,350	39,300	44,200	<b>49,100</b>	53,050	56,950	60,900	64,800
	Moderate Income	41,250	47,100	53,000	<b>58,900</b>	63,600	68,300	73,050	77,750
Contra Costa County Area Median Income: 82,200	Extremely Low	17,400	19,850	22,350	<b>24,850</b>	26,850	28,800	30,800	32,800
	Very Low Income	29,000	33,100	37,250	<b>41,400</b>	44,700	48,000	51,350	54,650
	Lower Income	46,350	53,000	59,600	<b>66,250</b>	71,550	76,850	82,150	87,450
	Median Income	57,550	65,750	74,000	<b>82,200</b>	88,800	95,350	101,950	108,500
	Moderate Income	69,050	78,900	88,800	<b>98,650</b>	106,550	114,450	122,350	130,200
Del Norte County Area Median Income: 49,100	Extremely Low	10,300	11,800	13,250	<b>14,750</b>	15,900	17,100	18,250	19,450
	Very Low Income	17,200	19,650	22,100	<b>24,550</b>	26,500	28,500	30,450	32,400
	Lower Income	27,500	31,400	35,350	<b>39,300</b>	42,400	45,550	48,700	51,850
	Median Income	34,350	39,300	44,200	<b>49,100</b>	53,050	56,950	60,900	64,800
	Moderate Income	41,250	47,100	53,000	<b>58,900</b>	63,600	68,300	73,050	77,750
El Dorado County Area Median Income: 64,100	Extremely Low	13,450	15,400	17,300	<b>19,250</b>	20,750	22,300	23,850	25,400
	Very Low Income	22,450	25,650	28,850	<b>32,050</b>	34,600	37,200	39,750	42,300
	Lower Income	35,900	41,000	46,150	<b>51,300</b>	55,400	59,500	63,600	67,700
	Median Income	44,850	51,300	57,700	<b>64,100</b>	69,250	74,350	79,500	84,600
	Moderate Income	53,850	61,500	69,200	<b>76,900</b>	83,050	89,200	95,350	101,500

CITY OF HAYWARD

KB HOME SOUTH BAY - AFFORDABLE UNITS

MT. EDEN PLANNED COMMUNITY

PURCHASER'S INCOME CERTIFICATION

KB Home is subject to conditions set forth in City of Hayward Inclusionary Housing Ordinance. The purchasers of homes subject to the provision of the KB Home are required to meet certain eligibility requirements, including income eligibility. For purposes of this Purchaser's Income Certification, the following definitions apply:

1. "Moderate Income Households" means households whose incomes do not exceed the qualifying limit for moderate income households, as adjusted for family size and published by the California Department of Housing and Community Development pursuant to Health and Safety Code Section 50079.

2. "Household Income" is defined as the gross household income adjusted for household size and includes the income of all wage earners, elderly or disabled family members and any other sources of household income, as defined in Sec. 10-17.125 of the City of Hayward Inclusionary Housing Ordinance.

3. Gross income shall be determined without deductions for the following:

- a. Funds paid into a tax shelter retirement account.
- b. Child support payments made by an Applicant for the benefit of the Applicant's child or children I. (see 5i)
- c. Alimony, separate maintenance, or similar periodic payments that an Applicant is required to make to a spouse or former spouse.
- d. Gross Income shall not be reduced by the amount of Child Support payment a husband/wife makes for the care of a child or children. However, husband/wife who receives Child Support payments must include this amount as income.

5. Gross Income shall include, but not be limited to, all of the following:

- a. The gross amount, before payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips, bonuses, gambling winnings and prizes, and other compensation for personal services.

- b. The net income from an operation of a business or profession or from the rental of real personal property. For this purpose, if this operation results in a loss, the loss may not be used to offset income generated from other sources. For this purpose, any shareholder that owns ten percent (10%) or more of any outstanding class of stock in a corporation, shall also be deemed to have received income in its proportionate share of net earnings not otherwise distributed in salaries or dividends.
- c. All dividends and interest, including otherwise tax -exempt interest.
- d. The full amount of periodic payments received from social security, housing assistance payments, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including any lump sum payment for the delayed start of a periodic payment.
- e. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay.
- f. The full amount of public assistance payments.
- g. Periodic and determinable allowances, such as alimony and separate maintenance payments received, housing allowances received, and regular contributions or gifts received from persons not residing in the dwelling, where such sums are received on a recurrent basis and which may be reasonably expected to continue.
- h. The distributive share of partnership income.
- i. Child support payments received by an Applicant for the benefit of the Applicant's child or children.
- j. All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is the head of the household or spouse (or other persons whose dependents are residing in the unit).

6. Gross Income does not include:

- a. Casual, sporadic or irregular gifts.
- b. Amounts which are specifically for, or in reimbursement of medical expenses.
- c. Lump sum additions to family assets, such as inheritances, insurance payments, (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal property losses.
- d. Amounts of education scholarships paid directly to the student or the educational institution, and the amounts paid by the government to a veteran for use in meeting the costs of attending an educational institution, including tuition, fees, books, equipment, supplies, transportation, and miscellaneous expenses. (Non-school-related veteran's benefits are included in Income calculations.)

- e. Special pay to a family member in the Armed Forces who is away from home and exposed to hostile fire.
- f. Relocation payments under Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies of 1970.
- g. Foster child care payments.
- h. The value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1977, 7 U.S.C. Sections 2011 and 2027, which is in excess of the amount actually charged the eligible household.
- i. Payments to volunteers under the Domestic Volunteer Services Act of 1973.
- j. Payments of allowances made under the Department of Health and Human Services Low-Income Home Energy Assistance Program.
- k. Payments received from the Job Training Partnership Act.
- l. Income from employment of child (including foster children) under the age of eighteen (18) years.

Information with respect to gross monthly income may be obtained from available loan documents executed during the four (4)-month period ending on the date of the closing of the mortgage, provided that any gross monthly income not included on the loan documents must be included in determining gross monthly income. The income to be taken into account in determining gross income is income of the mortgagor (or mortgagors) and any other person who is expected to both (1) live in the residence being financed, and (2) to be secondarily liable on the mortgage. If the co-borrower, co-signor, or co-habitor meets both requirements in the sentence above, include his/her income in your gross income calculations. Income includes the income of both spouses and children over the age of 18.

**PURCHASER'S CERTIFICATION:**

I (we) certify that my (our) current gross annual household income as defined below is

\$ \_\_\_\_\_

I (we) certify that the number of persons to reside in my (our) house is

\_\_\_\_\_

I (we) certify that we will occupy the unit as our principle place of residence.

I (we) hereby grant permission to mortgage lender to disclose information in my (our) application files to City of Hayward representatives in order to verify my (our) income. Address of property to be acquired:

\_\_\_\_\_

Date of purchase/closing:

\_\_\_\_\_

I (we) declare under penalty of perjury that the foregoing is true and correct.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(purchaser's Signature)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(purchaser's Signature)

Arbor Village

Picture yourself in a new KB home.



### We have neighborhoods where you'd love to live.

It's all about location. And with so many great KB Home communities, you're sure to find one that's just right for you. A neighborhood that's close to your favorite restaurant, park or shopping mall. And just a short commute to work. Come discover why so many families choose to live in a KB Home community.

888-KB-HOMES

kbhome.com

## LAST OPPORTUNITY TO OWN

Only two homes remain for local individuals and families in the moderate-income category at Arbor Village in Brentwood. These homes are offered through KB Home in partnership with the City of Brentwood's Redevelopment Agency and Housing Division. Arbor Village is centrally located in Brentwood with close proximity to schools, parks, shopping and businesses.



### AFFORDABLE HOME PROGRAM

Income requirements to qualify:

Household Members	Max. Household Income
1 person	\$69,050
2 people	\$78,900
3 people	\$88,800
4 people	\$98,650
5 people	\$106,550
6 people	\$114,450

For more information about how you can qualify for the Affordable Home Program, please make an appointment with the sales agents at KB Home's Bridgeview at Deer Ridge community in Brentwood at (925) 634-7747.

### BRENTWOOD - Arbor Village

Affordable Home Program available on Plan Five for \$285,000.

- 2-story homes
- 1,241 sq. ft.
- 3 bdrms., 2.5 baths
- near Livermore, Pleasanton, Dublin and miles of waterways

Directions to Bridgeview at Deer Ridge sales office: From Hwy. 4, just south of Brentwood, exit Balfour Rd. heading west. Left on Foothill Ln.; right on Saint Andrews. OR: From I-880, exit N. Vasco Rd.; head north as it becomes Walnut Blvd. Left on Balfour Rd.; left on Foothill Ln.; right on Saint Andrews to sales office at top of hill. (925) 634-7747



©2005 KB Home. Income requirements are subject to change. Sale contingent upon the completion of City of Brentwood required class and city approval. For questions on restrictions, call (925) 516-5305. No Broker Co-op on below-market-rate homes (affordable). Prices/terms subject to change, prior sale, homestead premiums and/or predetermined options. Floor plans, options, elevations, views vary by community/homesite and are not guaranteed. Sq. footage is approximate. Photo shows upgraded landscaping and may not represent community's lowest-priced homes. Photo does not depict racial preference. Map not to scale. See sales representative for details. 35455



35455 0506 Brentwood.lndd 1

5/2/05 2:41:27 PM

# KBHOME PRINT AD

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COLORS X B/W  
 CAMPAIGN picture yourself  
 SIZE 10 X 6.75  
 BLEED NA

ARTIST MELISSA  
 PROOF # 1  
 DUE DATE 05/02  
 SENT TO PUB


**KB**  
**HOME**

## We have neighborhoods where you'd love to live.

It's all about location. And with so many great KB Home communities, you're sure to find one that's just right for you. A neighborhood that's close to your favorite restaurant, park or shopping mall. And just a short commute to work. Come discover why so many families choose to live in a KB Home community.

### Only 2 homes available.

KB Home announces an affordable home program for first-time homebuyers at Siena at Green Valley in Fairfield.

#### AFFORDABLE HOME PROGRAM

Income requirements to qualify:\*

Household Members	Max. Household Income
1 person	\$40,600
2 people	\$46,400
3 people	\$52,200
4 people	\$58,000
5 people	\$62,650
6 people	\$67,300

\*Other requirements may apply.

For more information, call the Siena at Green Valley sales office at (707) 864-0251 by May 14.

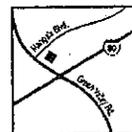
888-KB-HOMES

### FAIRFIELD – Siena at Green Valley

Affordable Home Program available on Plan One for \$290,000.

- 2-story homes
- 1,477 sq. ft.
- 3 bedrooms, 2.5 baths, 2-car garages
- near Walnut Creek, Oakland and San Francisco
- located in prestigious Solano County
- access to miles of walking trails and rolling hills
- convenient to local shopping and dining

Take I-680 North to Cordelia/Green Valley Rd., exit (just before I-80); exit loops around, turn right. Stay on Green Valley Rd. for 5 mi., right on Mangels to community on right. (707) 864-0251



kbhome.com

COMPLIMENTARY RECORDING REQUESTED PURSUANT TO GOVERNMENT  
CODE SECTION 27383

When Recorded Mail To:  
City of Hayward  
Department of Community  
and Economic Development  
777 B Street, Hayward, CA 94541  
Attn: Housing Development Specialist

---

DEED OF TRUST AND SECURITY AGREEMENT:  
Mt. Eden Planned Community

THIS DEED OF TRUST AND SECURITY AGREEMENT ("Deed of Trust") made this \_\_\_\_\_ day of, 20\_\_\_\_ among the trustor, \_\_\_\_\_ ("Owner"), whose address is \_\_\_\_\_ and \_\_\_\_\_ "Trustee"), and City of Hayward a political subdivision of the State of California (the "City") as Beneficiary.

The Owner, in consideration of the promises herein recited and the trust herein created, irrevocably grants, transfers, conveys and assigns to Trustee, in trust, with power of sale, the property located in Contra Costa County, State of California, described in the attached Exhibit "A" and more commonly known as: \_\_\_\_\_, California (the "Property").

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and

TOGETHER with all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefore, whether or not the same are, or shall be attached to said building or buildings in any manner; and all of the foregoing, together with the Property, is herein referred to as the "Security."

To have and to hold the Security together with acquittances to the Trustee, its successors and assigns forever;

TO SECURE to the City the performance of the covenants and agreements of Owner contained in that certain Resale Restriction Agreement and Option to Purchase executed by and between the Owner and the County of even date herewith (the "Resale Restriction Agreement") and Excess Rents (as defined in the Resale Restriction Agreement) and to secure the payment of Excess Sales Proceeds (as defined in the Resale Restriction Agreement) that may become due by Owner to City.

TO SECURE the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Owner herein contained.

OWNER AND CITY COVENANT AND AGREE AS FOLLOWS:

1. Owner's Estate. That Owner is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Security, that other than this Deed of Trust, the Security is encumbered only by: (a) that deed of trust executed by Owner in connection with a loan made to Owner by (the "First Lender"), securing a promissory note executed by Owner in favor of the First Lender ("First Lender Note"), to assist in the purchase of the Property and (b) the Resale Restriction Agreement. Owner agrees to warrant and defend generally the title to the Security against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring the City's interest in the Security. (As used in this Deed of Trust, the term "First Lender" shall include all successors and assigns of the First Lender.)

2. Payment of Excess Sales Proceeds. Owner will promptly pay to the City, when and if due pursuant to the Resale Restriction Agreement, the Excess Sales Proceeds and Excess Rents.

3. Resale Restriction Agreement. Owner will observe and perform all of the covenants and agreements of the Resale Restriction Agreement.

4. Charges; Liens. Owner will pay all taxes, assessments and other charges, fines and impositions attributable to the Security which may attain a priority over this Deed of Trust, by Owner making any payment, when due, directly to the payee thereof. Upon request by the City, Owner will promptly furnish to the City all notices of amounts due under this paragraph. In the event Owner makes payment directly, Owner will promptly discharge any lien which has priority over this Deed of Trust; provided, that Owner will not be required to discharge the lien of the Deed of Trust securing the First Lender Note (the "First Lender Deed of Trust") or any other lien described in this paragraph so long as Owner will agree in writing to the payment of the obligation secured by such lien in a manner acceptable to the City, or will, in good faith, contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Security or any part thereof.

5. Hazard Insurance. Owner will keep the Security insured by a standard all risk property insurance policy equal to the replacement value of the Security (adjusted every five (5) years by appraisal, if requested by the City). If the Security is located in a flood plain, Owner shall also obtain flood insurance.

The insurance carrier providing this insurance shall be licensed to do business in the State of California and be chosen by Owner subject to approval by the City.

All insurance policies and renewals thereof will be in a form acceptable to the City and will include a standard mortgagee clause with standard lender's endorsement in favor of the holder of the First Lender Note and the City as their interests may appear and in a form acceptable to the City. The City shall have the right to hold, or cause its designated agent to hold, the policies and renewals thereof, and Owner shall promptly furnish to the City, or its designated agent, the original insurance policies or certificates of insurance, all renewal notices and all receipts of paid premiums. In the event of loss, Owner will give prompt notice to the insurance carrier and the City or its designated agent. The City, or its designated agent, may make proof of loss if not made promptly by Owner. The City shall receive thirty (30) days advance notice of cancellation of any insurance policies required under this section.

Unless the City and Owner otherwise agree in writing, insurance proceeds, subject to the rights of the First Lender, will be applied to restoration or repair of the Security damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds will be used to repay any amounts due under the Resale Restriction Agreement, with the excess, if any, paid to Owner. If the Security is abandoned by Owner, or if Owner fails to respond to the City, or its designated agent, within thirty (30) days from the date notice is mailed by either of them to Owner that the insurance carrier offers to settle a claim for insurance benefits, the City, or its designated agent, is authorized to collect and apply the insurance proceeds at the County's option either to restoration or repair of the Security or to pay amounts due under the Resale Restriction Agreement.

If the Security is acquired by the City, all right, title and interest of Owner in and to any insurance policy and in and to the proceeds thereof resulting from damage to the Security prior to the sale or acquisition will pass to the City to the extent of the sums secured by this Deed of Trust immediate prior to such sale or acquisition, subject to the rights of the First Lender.

6. Preservation and Maintenance of Security. Owner will keep the Security in good repair and in a neat, clean, and orderly condition and will not commit waste or permit impairment or deterioration of the Security. If there arises a condition in contravention of this Section 6, and if the Owner has not cured such condition within thirty (30) days after receiving a City notice of such a condition, then in addition to any other rights available to the City, the City shall have the right (but not the obligation) to perform all acts necessary to cure such condition, and to establish or enforce a lien or other encumbrance against the Security to recover its cost of curing.

7. Protection of the City's Security. If Owner fails to perform the covenants and agreements contained in this Deed of Trust or if any action or proceeding is commenced which materially affects the County's interest in the Security, including, but not limited to, default under the First Lender Deed of Trust, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then the City, at the City's option, upon notice to Owner, may make such appearances, disburse such sums and take such action as it determines necessary to protect the City's interest, including but not limited to, disbursement of reasonable attorney's fees and entry upon the Security to make repairs.

Any amounts disbursed by the City pursuant to this paragraph, with interest thereon, will become an indebtedness of Owner secured by this Deed of Trust. Unless Owner and City agree to other terms of payment, such amount will be payable upon notice from the City to Owner requesting payment thereof, and will bear interest from the date of disbursement at the lesser of (i) ten percent (10%); or (ii) the highest rate permissible under applicable law. Nothing contained in this paragraph will require the City to incur any expense or take any action hereunder.

8. Inspection. The City may make or cause to be made reasonable entries upon and inspections of the Security; provided that the City will give Owner reasonable notice of inspection.

9. Forbearance by the City Not a Waiver. Any forbearance by the City in exercising any right or remedy will not be a waiver of the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by the City will not be a waiver of the City's right to require payment of any amounts secured by this Deed of Trust.

10. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or any other document, or afforded by law or equity, and may be exercised concurrently, independently or successively.

11. Hazardous Substances. Owner shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Security. Trustor shall not do, nor allow anyone else to do, anything affecting the Security that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Security of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Security.

"Hazardous Substances" shall mean those substances defined as toxic or hazardous substances or hazardous waste under any Environmental Law, and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials.

"Environmental Law" shall mean all federal and state of California laws that relate to health, safety or environmental protection.

Owner shall promptly give City written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Security and any Hazardous Substance or Environmental Law of which Owner has actual knowledge. If Owner learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Security is necessary, Owner shall promptly take all necessary remedial actions in accordance with Environmental Law.

12. Successors and Assigns Bound. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of the City and Owner subject to the provisions of this Deed of Trust.

13. Joint and Several Liability. All covenants and agreements of Owner shall be joint and several.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Owner provided for in this Deed of Trust will be given by certified mail, addressed to Owner at the address shown in the first paragraph of this Deed of Trust or such other address as Owner may designate by notice to the County as provided herein, and (b) any notice to the City will be given by certified mail, return receipt requested, or express delivery service with a delivery receipt, or personally delivered with a delivery receipt, to the Department of Community and Economic Development at 777 B Street, Hayward, CA 94541, Attention: Housing Development Specialist, or to such other address as the City may designate by notice to Owner as provided above. Notice shall be effective as of the date received by City as shown on the return receipt.

15. Governing Law. This Deed of Trust shall be governed by the laws of the State of California.

16. Severability. In the event that any provision or clause of this Deed of Trust or the Resale Restriction Agreement conflicts with applicable law, such conflict will not affect other provisions of this Deed of Trust or the Resale Restriction Agreement which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Resale Restriction Agreement are declared to be severable.

17. Captions. The captions and headings in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

18. Nondiscrimination. The Owner covenants by and for itself and its successors and assigns that there shall be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, age, disability, sex, sexual orientation, marital status, ancestry or national origin in the sale, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Owner or any person claiming under or through the Owner establish or permit any such practice or practices of discrimination or segregation with reference to the use, occupancy, or transfer of the Property. The foregoing covenant shall run with the land.

19. Nonliability for Negligence, Loss, or Damage. Owner acknowledges, understands and agrees that the relationship between Owner and City is solely that of an owner and an administrator of a City density bonus program, and that City neither undertakes nor assumes any responsibility for or duty to Owner to select, review, inspect, supervise, pass judgment on, or inform Owner of the quality, adequacy or suitability of the Security or any other matter. City owes no duty of care to protect Owner against negligent, faulty, inadequate or defective building or construction or any condition of the Security and Owner agrees that neither Owner, or Owner's heirs, successors or assigns shall ever claim, have or assert any right or action against City for any loss, damage or other matter arising out of or resulting from any condition of the Security and will hold City harmless from any liability, loss or damage for these things.

20. Indemnity. Owner agrees to defend, indemnify, and hold City and the Department of Community and Economic Development (the "Department") and their officers, employees, agents, board members and/or council members harmless from all losses, damages, liabilities, claims, actions, judgments, costs, and reasonable attorneys fees that City and Agency may incur as a direct or indirect consequence of:

(a) Owner's failure to perform any obligations as and when required by the Resale Restriction Agreement and this Deed of Trust; or

(b) the failure at any time of any of Owner's representations or warranties to be true and correct.

21. Acceleration: Remedies. Upon Owner's breach of any covenant or agreement of Owner in the Resale Restriction Agreement or this Deed of Trust, including, but not limited to, the covenants to pay, when due, any sums secured by this Deed of Trust, the City, prior to acceleration, will mail by express delivery, return receipt requested notice to Owner specifying; (1) the breach; (2) the action required to cure such breach; (3) a date, not less than thirty (30) days from the date the notice is received by Owner as shown on the return receipt, by which such breach is to be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Security. The notice will also inform Owner of Owner's right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of default or any other defense of Owner to acceleration and sale. If the breach is not cured on or before the date specified in the notice, the City, at the County's option, may: (a) declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by California law. (b) either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Security and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security shall not cure or waive any breach hereunder or invalidate any act done in response to such breach and, notwithstanding the continuance in possession of the Security, the City shall be entitled to exercise every

right provided for in this Deed of Trust, or by law upon occurrence of any uncured breach, including the right to exercise the power of sale; (c) commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof; (d) deliver to Trustee a written declaration of default and demand for sale, pursuant to the provisions for notice of sale found at California Civil Code Sections 2924 *et seq.*, as amended from time to time; or (e) exercise all other rights and remedies provided herein, in the instruments by which the Owner acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing all or any portion of the obligations secured hereby, or provided bylaw.

The City shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorney's fees.

22. Owner's Right to Reinstate. Notwithstanding the City's acceleration of the sums secured by this Deed of Trust, Owner will have the right to have any proceedings begun by the City to enforce this Deed of Trust discontinued at any time prior to five (5) days before sale of the Security pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Owner pays City all sums which would be then due under this Deed of Trust and Owner cures all breaches of any other covenants or agreements of Owner contained in the Resale Restriction Agreement or this Deed of Trust; (b) Owner pays all reasonable expenses incurred by City and Trustee in enforcing the covenants and agreements of Owner contained in the Resale Restriction Agreement or this Deed of Trust, and in enforcing the City's and Trustee's remedies, including, but not limited to, reasonable attorney's fees; and (c) Owner takes such action as City may reasonably require to assure that the lien of this Deed of Trust, City's interest in the Security and Owner's obligation to perform the obligations and pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Owner, this Deed of Trust and the obligations secured hereby will remain in full force and effect as if no acceleration had occurred.

23. Due on Transfer of the Property. Upon a Transfer (as defined in the Resale Restriction Agreement) of the Property or any interest in it, the County shall require immediate payment in full of all sums secured by this Deed of Trust.

24. Reconveyance. Upon payment of all sums secured by this Deed of Trust, and following the expiration of the Term of the Resale Restriction Agreement, City will request Trustee to reconvey the Security and will surrender this Deed of Trust and the Resale Restriction Agreement to Trustee. Trustee will reconvey the Security without warranty and without charge to the person or persons legally entitled thereto. Such person or persons will pay all costs of recordation, if any.

25. Substitute Trustee. The City, at the City's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. The successor trustee will succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

26. Superiority of First Lender Documents. Notwithstanding any provision herein, this Deed of Trust shall not diminish or affect the rights of the First Lender under the First Lender Deed of Trust or any subsequent First Lender deeds of trust hereafter recorded against the Security in compliance with the requirements of Section 23 of the Resale Restriction Agreement.

Notwithstanding any other provision hereof, the provisions of this Deed of Trust shall be subordinate to the lien of the First Lender Deed of Trust and shall not impair the rights of the First Lender, or such lender's assignee or successor in interest, to exercise its remedies under the First Lender Deed of Trust in the event of default under the First Lender Deed of Trust by the Owner. Such remedies under the First Lender Deed of Trust include the right of foreclosure or acceptance of a deed or assignment in lieu of foreclosure. After such foreclosure or acceptance of a deed in lieu of foreclosure, this Deed of Trust shall be forever terminated and shall have no further effect as to the Property or any transferee thereafter; provided, however, if the holder of such First Lender Deed of Trust acquired title to the Property pursuant to a deed or assignment in lieu of foreclosure, this Deed of Trust shall automatically terminate upon such acquisition of title, provided that (i) the County has been given written notice of default under such First Lender Deed of Trust with a sixty (60)-day cure period and (ii) the City shall not have cured or commenced to cure the default within such sixty (60)-day period or commenced to cure and given its firm commitment to complete the cure in form and substance acceptable to the First Lender.

27. Request for Notice. Owner requests that copies of the notice of default and notice of sale be sent to Owner at the address set forth in Section 14 above.

IN WITNESS WHEREOF, Owner has executed this Deed Of Trust as of the date first written above.

\_\_\_\_\_

Owner\_\_\_\_\_

\_\_\_\_\_

Owner

STATE OF CALIFORNIA

CITY OF HAYWARD

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_,

Personally appeared, \_\_\_\_\_  
personally known to me (or proved to me on the basis of satisfactory evidence) to  
be the person(s) whose name(s) is/are subscribed to the within instrument and  
acknowledged to me that he/she/they executed the same in his/her/their authorized  
capacities), and that by his/her/their signature( s) on the instrument the person(s)  
or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_

STATE OF CALIFORNIA

CITY OF HAYWARD

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_,

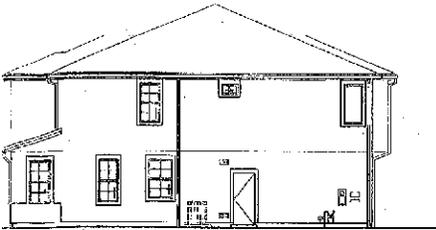
Personally appeared, \_\_\_\_\_  
personally known to me (or proved to me on the basis of satisfactory evidence) to  
be the person(s) whose name(s) is/are subscribed to the within instrument and  
acknowledged to me that he/she/they executed the same in his/her/their authorized  
capacity ies), and that by his/her/their signature( s) on the instrument the person(s)  
or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

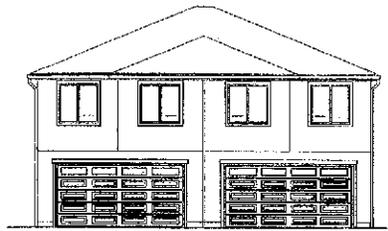
\_\_\_\_\_

EXHIBIT A

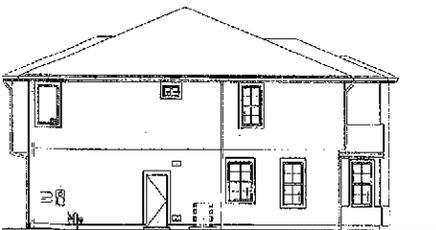
Property Description



PLAN 5 RIGHT SIDE ELEVATION 'A' ITALIAN



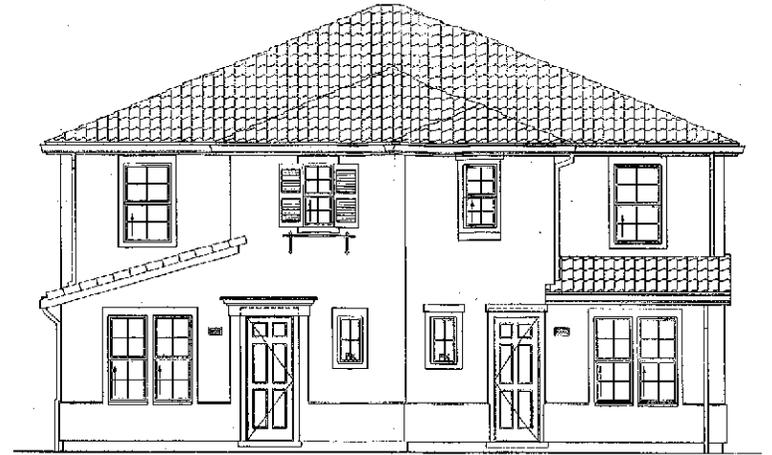
PLAN 5 REAR ELEVATION 'A' ITALIAN



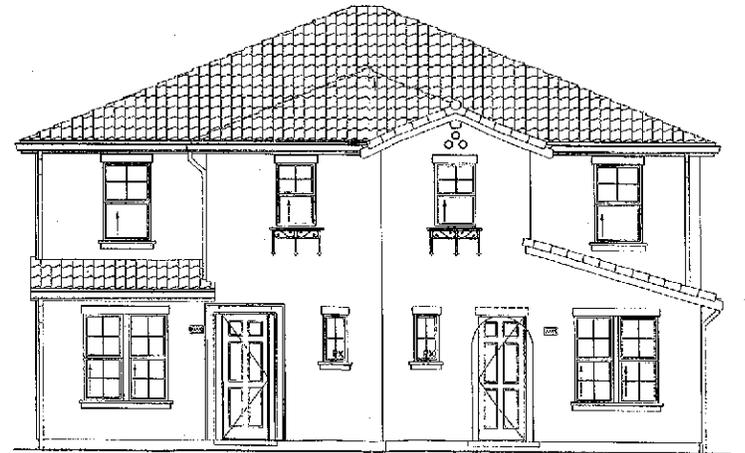
PLAN 5 LEFT SIDE ELEVATION 'A' ITALIAN



PLAN 5 FRONT ELEVATION 'C' TUSCAN



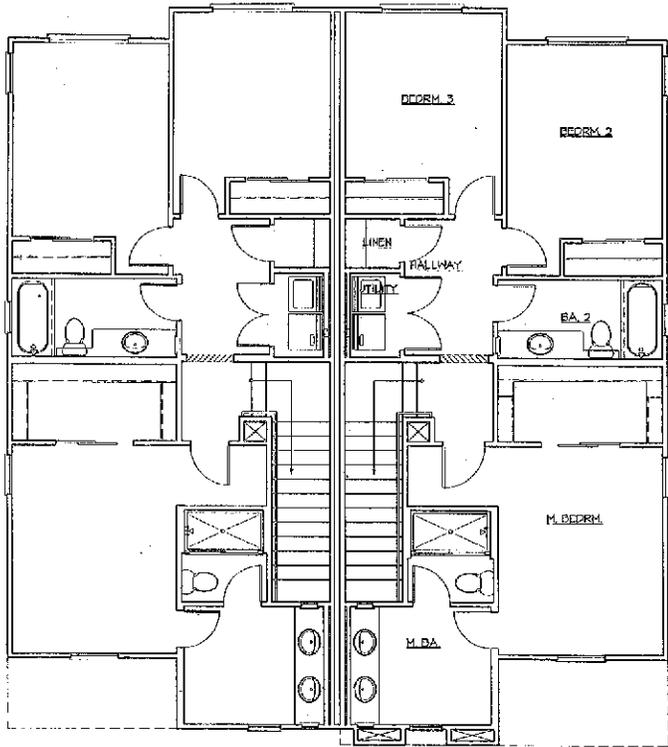
PLAN 5 FRONT ELEVATION 'A' ITALIAN



PLAN 5 FRONT ELEVATION 'D' SPANISH

DAELIN GROUP

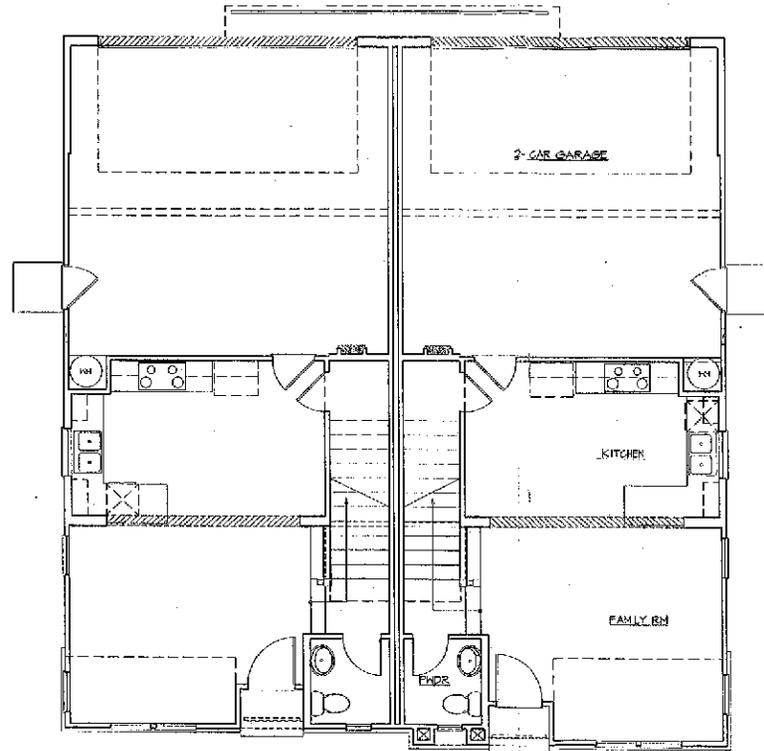
Plan 5 Elevations



PLAN 5 SECOND FLOOR PLAN 'A', ITALIAN  
SCALE: 1/4" = 1'-0"



South Bay



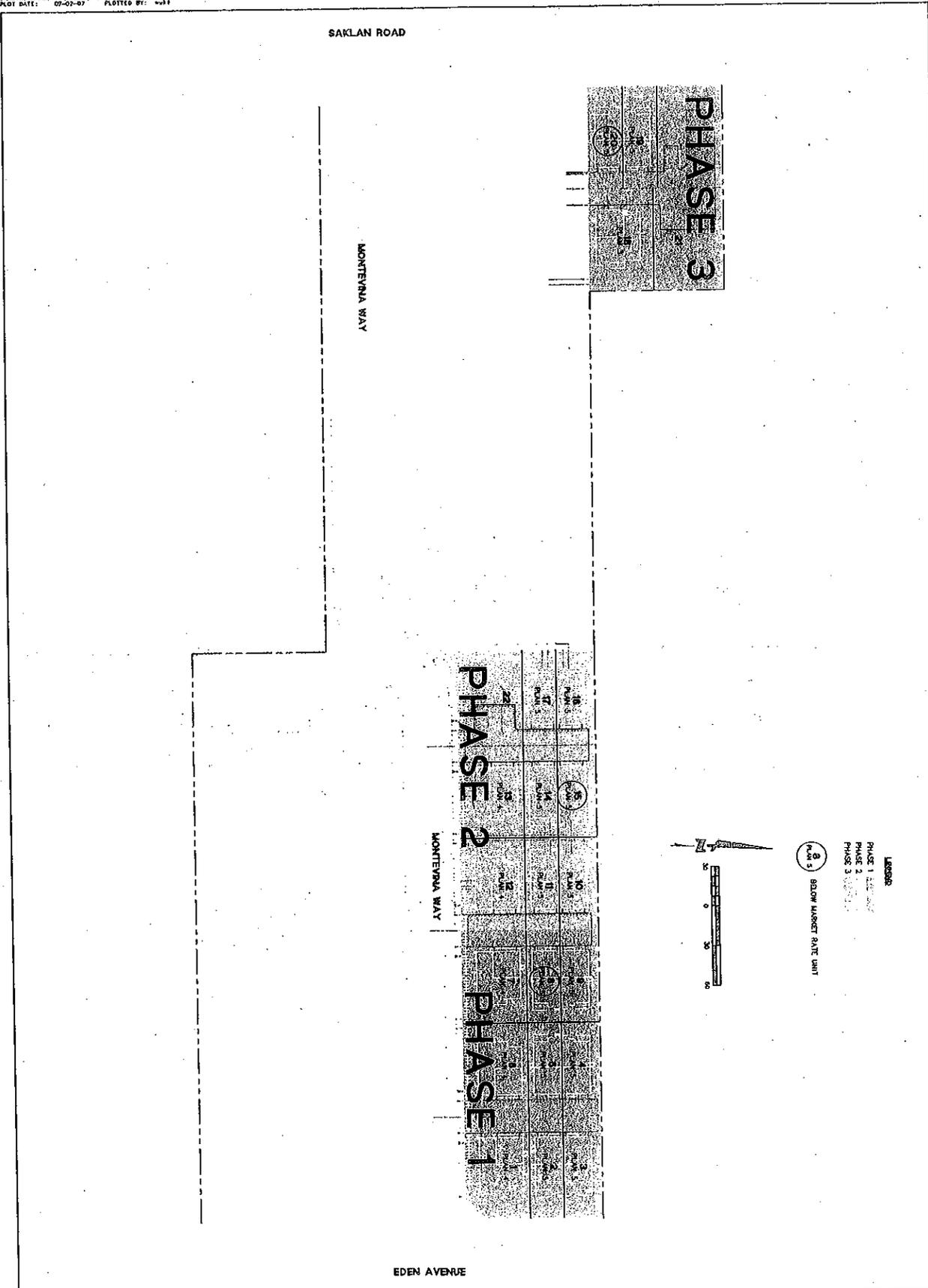
PLAN 5 FIRST FLOOR PLAN 'A', ITALIAN  
SCALE: 1/4" = 1'-0"

PLAN 5	
TOTAL LIVING AREA:	1349 sq. ft.
First Floor	488 sq. ft.
Second Floor	861 sq. ft.
Closets:	428 sq. ft.
Porch:	10 sq. ft.
EXHIBITION A.C.C.D.	



Plan 5  
Floor Plan

PROJECT NO: 46  
Date: 1-08-07



Date	By	Rev/Note
12/11/06	W.S.H.	

**MOUNT EDEN - PHASE II  
 INCLUSIONARY HOUSING  
 PHASING EXHIBIT**

HAYWARD ALAMEDA COUNTY CALIFORNIA

**BKT**  
 233 SHORTELL DRIVE, SUITE 200  
 REDWOOD CITY, CA 94063  
 650/482-8200  
 650/482-1399 (FAX)

ENR040005/SHORT006 : L182004

When Recorded Return to:  
City of Hayward  
Department of Community and Economic Development  
Neighborhood and Economic Development Division  
777 B Street  
Hayward, California, 94541  
Attention: Housing Development Specialist

Re:

TO BE RECORDED WITHOUT FEE PER  
GOVERNMENT CODE SECTIONS 6103  
AND 27383; AND HEALTH AND SAFETY  
CODE SECTION 33334.3(f)(2).

**INCLUSIONARY HOUSING AGREEMENT**  
**IMPLEMENTING HEALTH & SAFETY CODE SECTION 33413**  
**AND**  
**CITY OF HAYWARD - ARTICLE 17 - INCLUSIONARY HOUSING ORDINANCE**  
**(FOR SALE – INCLUSIONARY)**  
**(MODERATE INCOME UNITS)**

This Inclusionary Housing Agreement ("Agreement") implementing the City of Hayward's Inclusionary Housing Ordinance is made by KB Home South Bay Inc., a California corporation ("Developer") on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, with respect to the following facts:

- A. Developer is the owner of certain real property located in the City of Hayward, County of Alameda, State of California, as more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference ("Property"). The Property is located within the Mt. Eden neighborhood. ("Project Area")
- B. The Developer is proposing to develop twenty (20) for-sale dwelling units on the Property (the "Development") as part of a planned residential community located on a 1.5-acre site located off Eden Avenue between Saklan Road and Middle Lane.
- C. Pursuant to Health and Safety Code Section 33413(b)(2)(A)(i), specified percentages of all new and substantially rehabilitated dwelling units developed within the Project Area shall be available at affordable housing cost to persons and families of low or moderate income and to very low affordable households, and such requirements shall be included in recorded covenants running with the property, enforceable by the City. This Agreement is intended to implement this requirement of law. The City intends to apply the units restricted pursuant to this Agreement toward satisfaction of its project area housing production obligations under Health and Safety Code Section 33413(b)(2).
- D. Pursuant to Inclusionary Housing Ordinance Section 10-17.205, all residential development projects consisting of twenty (20) or more dwelling units shall maintain a percentage of the total number of dwelling units or parcels within the development as affordable

units. This Article further states that at least 15% of the dwelling units shall be set aside as affordable units. Where the calculation of the inclusionary requirement results in a fraction of a unit, such fraction shall be rounded to the next whole number and that resulting unit shall be subject to the affordability requirements of this Article.

E. Pursuant to Section 10-17.210 of the Inclusionary Housing Ordinance, 100% of affordable units in an owner-occupied residential development project shall be reserved for Moderate-Income Occupants, defined as 110% of median-income level used to determine housing costs. In addition, 35% of income shall be used to determine affordable housing costs. Implementation of the Inclusionary Housing Ordinance, for projects with for sale housing units, shall be met through the development of units situated within the development as follows:

F. Developer has selected (3) residential units within the Development to satisfy the requirements of the Inclusionary Housing Ordinance described above ("Assisted Units"). Assisted Units shall be made available at affordable housing costs to persons and families of moderate income ("Moderate Income Units").

G. The Developer wishes to enter into this Agreement which specifies the terms and conditions of the Developer's obligation to provide the Assisted Units pursuant to Health and Safety Code § 33413(b)(2).

NOW, THEREFORE, Developer hereby declares and covenants:

1. Definitions.

- (a) "Affordable Housing Cost" is defined as the percentage of gross income a household spends on housing costs for a given income group as defined in California Health and Safety Code (Section 50052 and 50053).
- (b) "Assisted Unit" is defined as an ownership or rental housing unit whose price is set at an "affordable housing cost", as defined in Sec. 10-17.125 of the City of Hayward Inclusionary Housing Ordinance.
- (c) "Agency" shall mean the Neighborhood and Economic Development Division of the Community and Economic Development Department, City of Hayward
- (d) "Area Median Income" (AMI) is defined as the median income for the Oakland Primary Metropolitan Statistical Area (PMSA) as defined annually by the U.S. Department of Housing and Urban Development and adopted by the California Department of Housing and Community Development (HCD).
- (e) "City" shall mean the City of Hayward.
- (f) "Eligible Person or Family" shall mean a person or family which is a Person or Family of Moderate Income and which meets the City's eligibility requirements regarding family size for the Project.

- (g) "Event of Default" shall mean those events described in Section 9.
- (h) "Fair Market Value" shall mean the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obligated to sell, and a buyer, being ready, willing and able to buy but under no particular or urgent necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the Assisted Unit is reasonably adaptable and available but as though this Restriction did not exist.
- (i) For Persons or Families of Moderate Income, "Housing Cost" of a person or family purchasing an Assisted Unit shall be calculated in accordance with the provisions of California Code of Regulation, Title 25, Section 6910, *et. seq.*, as amended from time to time, which as of the date hereof include all of the following associated with that Assisted Unit:
  - (i) Principal and interest on a mortgage loan including any rehabilitation loans, and any loan insurance fees associated therewith.
  - (ii) Property taxes and assessments.
  - (iii) Fire and casualty insurance covering replacement value of property improvements.
  - (iv) Property maintenance and repair.
  - (v) A reasonable allowance for utilities (excluding telephone service).
  - (vi) Any homeowner association fees.
  - (vii) Ground rent, if the unit is situated on rented land.

Monthly housing cost of a purchaser shall be an average of estimated costs for the next twelve (12) months.

- (j) "Household Income" is defined as the gross household income adjusted for household size and includes the income of all wage earners, elderly or disabled family members and any other sources of household income, as defined by Sec. 10-17.125 of the City of Hayward Inclusionary Housing Ordinance.
- (k) "Notice of Intent to Transfer" shall mean a notice delivered by Developer to the City pursuant to Section 5.
- (l) "Owner" shall mean Developer and any successor in interest of Developer in all or any part of the Assisted Unit.

- (m) "Persons or Families of Moderate Income" shall have the same definition as set forth in Section 50093 of the Health and Safety Code.
- (n) "Proposed Transferee" shall mean an Eligible Person or Family to whom the Developer or any successor in interest of Developer desires and proposes to Transfer the Assisted Unit.
- (o) "Sales Price" shall mean all sums paid by a purchaser to a seller for, or in conjunction with, the acquisition of an Assisted Unit, including but not limited to the purchase price designated in any purchase agreement, consideration for personal property and all other costs and fees paid by the purchaser to or for the benefit of the seller.
- (p) "Section" shall refer to sections in the California Health and Safety Code, as amended from time to time.
- (q) "Term of Agreement" shall be forty five (45) years, commencing on the date of issuance of a Certificate of Occupancy, as defined in Sec. 10-17.705 of the City of Hayward Inclusionary Housing Ordinance.
- (r) "Transfer" shall mean any sale, assignment, conveyance or transfer, voluntary or involuntary, of any interest in the Assisted Unit. Without limiting the generality of the foregoing, Transfer shall include (i) a transfer by devise, inheritance or intestacy to a party who does not meet the definition of Eligible Person or Family, (ii) a lease or occupancy agreement of all or any portion of an Assisted Unit, (iii) creation of a life estate, (iv) creation of a joint tenancy interest, (v) execution of a land sale contract by which possession of an Assisted Unit is transferred to another party and title remains in the transferor, (vi) a gift of all or any portion of an Assisted Unit, or (vii) any voluntary conveyance of an Assisted Unit. Transfer shall not include transfer by devise, inheritance or intestacy to a spouse, a transfer to a spouse pursuant to the right of survivorship under a joint tenancy, or a transfer to a spouse in a dissolution proceeding, however any subsequent Transfer shall be subject to this Restriction.
- (s) "Transferee" shall mean any natural person or entity that obtains ownership or possessory rights in the Assisted Unit pursuant to a Transfer.

2. Developer's Acknowledgement of Equity Limitation. Developer hereby acknowledges and agrees that:

- (a) Developer understands all of the provisions of this Restriction.
- (b) For the Term hereof, Developer hereby subjects the Assisted Units to certain restrictions, and limits the price for which Developer may sell the Assisted Units and the persons to whom Developer may sell the Assisted Units. The resale price limitation, and other provisions contained in this Agreement, restrict the full benefits of owning the Assisted Units. Developer may not enjoy the same economic or other

benefits from owning the Assisted Units that Developer would enjoy if this Restriction did not exist.

(c) Developer accepts and agrees to the provisions of this Restriction with the understanding that this Restriction will remain in full force and effect as to the Assisted Units following any Transfer of any Assisted Unit throughout the Term.

(d) Developer acknowledges and agrees that the Proposed Transferees of the Assisted Units will be purchasing the Assisted Units at a discount which is equal to the difference between (i) the Fair Market Value of the Assisted Unit at the close of escrow for the sale to such Proposed Transferee less (ii) the actual Sales Price of the Assisted Unit to such Proposed Transferee ("Developer Discount"). The Developer Discount shall be also defined herein as the "City Loan". The City Loan shall be repaid to the City by Owner upon an Event of Default hereunder or upon any Transfer which requires the payment of an equity share as described in Section 6 below. Upon any transfer by Developer of an Assisted Unit, Developer shall notify the City in writing of the amount of the Developer Discount in connection with any such Transfer, and a Deed of Trust in a form acceptable to the City shall be recorded by the Proposed Transferee against the Assisted Unit to secure repayment of the City Loan.

3. Restrictions on Transfer of Any Assisted Unit. OWNER UNDERSTANDS THAT THE DETERMINATION OF THE SALES PRICE OF THE ASSISTED UNIT CAN BE MADE ONLY AT THE TIME OF THE PROPOSED TRANSFER TAKING INTO CONSIDERATION INTEREST RATES, PROPERTY TAXES AND OTHER FACTORS THAT CANNOT BE ACCURATELY PREDICTED AND THAT THE SALES PRICE PERMITTED HEREUNDER MAY NOT INCREASE OR DECREASE IN THE SAME MANNER AS OTHER SIMILAR REAL PROPERTY WHICH IS NOT ENCUMBERED BY THIS RESTRICTION. OWNER FURTHER ACKNOWLEDGES THAT AT ALL TIMES IN SETTING THE SALES PRICE OF THE ASSISTED UNIT THE PRIMARY OBJECTIVE OF THE CITY AND THIS RESTRICTION IS TO PROVIDE HOUSING TO ELIGIBLE PERSONS OR FAMILIES AT AFFORDABLE HOUSING COST. THE SALES PRICE WILL ALMOST CERTAINLY BE LESS THAN OTHER SIMILAR PROPERTIES WHICH HAVE NO RESTRICTIONS.

4. Transfer of an Assisted Unit. Owner may transfer an Assisted Unit only in strict accordance with the provisions of this Restriction. Specifically, except as set forth in Section 6 herein, Owner may Transfer an Assisted Unit (i) only to an Eligible Person or Family and (ii) only if the Housing Cost does not exceed Affordable Housing Cost for the Eligible Person or Family and (iii) only if the Transfer has been approved in writing by the City in accordance with the provisions of Section 5, except when Section 7 applies. In order to comply with this Section, Owner must calculate the Affordable Housing Cost for the Proposed Transferee of the Assisted Unit in accordance with the definition set forth in Section 1(a) of this Restriction. After calculating the Affordable Housing Cost for the Proposed Transferee, the Owner must ensure that the sum of the Sales Price and all costs listed in the definition of Housing Cost set forth in Section 1(g) of this Restriction do not exceed that Affordable Housing Cost). The calculation of the Sales Price under this Section is illustrated by example in **EXHIBIT B** attached hereto, unless such example is modified or amended by mutual agreement between Developer and the City.

5. Process to Obtain Approval of Transfer of An Assisted Unit. In the event Owner desires to Transfer an Assisted Unit, prior to the Transfer the Owner shall notify the City by delivering a "Notice of Intent to Transfer" in the form attached hereto as Form 1. When the Owner identifies a Proposed Transferee to whom Owner wishes to Transfer the Assisted Unit, the following process shall be followed:

(a) Notice to City: Owner shall send to the City of Hayward Economic and Community Development Department, (or its successor), at 777 B Street, Hayward, California 94541, the form attached hereto as Form 2 fully completed and executed by Owner and the Proposed Transferee (the "Approval Request").

(b) Qualification of Proposed Transferee: The Proposed Transferee shall provide the City with sufficient information in form required by the City for the City to determine if the Proposed Transferee meets the following requirements:

(i) The Proposed Transferee shall certify its intent to occupy the Assisted Unit as the Proposed Transferee's principal residence.

(ii) The Proposed Transferee shall be an Eligible Person or Family.

(c) Qualification of Transaction: For the Transfer to qualify as an approved Transfer the transaction shall meet the following requirements:

(i) The Sales Price shall not exceed the lesser of:

(A) The Fair Market Value of the Assisted Unit, or

(B) The maximum price at which the Housing Cost to be paid by the Proposed Transferee would not exceed Affordable Housing Cost. The calculation of the Sales Price under this subsection (B) is illustrated by example in **EXHIBIT B** attached hereto, unless such example is modified or amended by mutual agreement between Developer and the City. However, in adjusting for family size to determine the maximum income level on which to base the calculation of Affordable Housing Cost, the family size of the Proposed Transferee shall be: (i) for 2-bedroom units, 3-persons (ii) for 3-bedroom units, 4-persons (iii) for 4-bedroom units, 5-persons and (iv) 5-bedroom units, 6-persons. The City shall have the sole discretion whether to grant any the request to make an adjustment to the above referenced family size.

(ii) The price paid to Owner by the Proposed Transferee for Owner's personal property shall not exceed the Fair Market Value of such property. No other consideration of any nature whatsoever shall be delivered by the Proposed Transferee to Owner unless fully disclosed to and approved by the City.

(d) Certificates from Parties: The Owner and Proposed Transferee each shall certify in writing, in Form 2 delivered to the City, that the Transfer shall be closed in accordance with and only with the terms of the sales contract and other documents submitted to and approved by the City and that all consideration delivered by the

Proposed Transferee to Owner has been fully disclosed to the City. The written certificate shall also include a provision that in the event a Transfer is made in violation of the terms of this Restriction or false or misleading statements are made in any documents or certificate submitted to the City for its approval of the Transfer, the City or Developer shall have the right to file an action at law or in equity to make the parties terminate and/or rescind the sale contract and/or declare the sale void notwithstanding the fact that the Transfer may have closed and become final as between Owner/seller and his/her transferee. In any such event, any costs, liabilities or obligations incurred by the Owner/seller and his/her transferee for the return of any monies paid or received in violation of this Restriction or for any costs and legal expenses, shall be borne by the Owner/seller and/or his/her transferee and the Owner/Seller shall hold the City and/or Developer and its designees harmless and reimburse their expenses, legal fees and costs for any action they reasonably take in good faith in enforcing the terms of this Restriction.

(e) Written Consent of City Required Before Transfer. An Assisted Unit, and any interest therein, shall not be Transferred except with the express written consent of the City, which consent shall be given only if the Transfer is consistent with the City's goal of creating, preserving, maintaining and protecting housing in Hayward for Eligible Persons and Families and shall be in accordance with the provisions of Section 4 of this Restriction. This provision shall not prohibit the encumbering of title for the sole purpose of securing financing; however, in the event of foreclosure or transfer by deed in lieu of foreclosure the provisions of Section 11 of this Restriction shall apply with regard to proceeds and this Restriction shall continue to apply to the Assisted Unit subject to foreclosure in accordance with Section 17, except as otherwise required by Fannie Mae or other similar mortgage insurer or secondary purchaser.

(f) Delivery of Documents. Upon the close of the proposed Transfer, the Owner and Transferee shall provide the City with a certified copy of the recorded Assumption Agreement, (a copy of which is attached hereto as Form 3) a copy of the final sales contract, settlement statement, escrow instructions, and any other document which the City or Developer may reasonably request.

(g) Assistance by City. In the event that the Owner desires to locate a Proposed Transferee, the City shall be available, at the Owner's request, to assist the Owner during the process outlined in Section 4(a)-(f) above. Specifically and without limitation, the City shall assist the Owner in identifying a Proposed Transferee, determining whether the Proposed Transferee is an Eligible Family and in calculating the Affordable Housing Cost and the Sales Price for the Proposed Transferee. The City shall have the right to designate a third party to provide such assistance to the Owner. If such a third party is designated by the City, that third party shall have the right to charge a reasonable fee for the assistance provided to the Owner. Developer shall have the right to approve such a designated third party, which approval shall not be unreasonably withheld.

6. Equity Share. In the event there does not exist an Event of Default, and Owner, who is not the Developer, wishes to Transfer the Assisted Unit to a Person or Family who is not an Eligible Person or Family, then Owner can Transfer the Assisted Unit only if, in addition to repayment of the City Loan, a share of the equity from the Assisted Unit is paid to the City in the

same percentage as the percentage of the City's Loan to the Fair Market Value of the Assisted Unit at the time of the City Loan (the "Equity Share"). Equity subject to sharing shall be calculated by subtracting the Fair Market Value of the Assisted Unit at the time of the Owner's acquisition of the Assisted Unit from the sales price for a sale to a Person or Family who is not an Eligible Person or Family (less Borrower's Closing Costs and "capital improvements" as such terms are defined herein). When the total amount due to the City under this Agreement, including the Equity Share, is paid, the Agency or City shall remove or cause to be removed this Agreement as a lien on the Assisted Unit, and this Agreement will cease to be a covenant running with the land.

7. Transfer by Devise, Inheritance or Intestacy. Notwithstanding anything to the contrary in this Restriction, in the event a Transfer is by devise, inheritance or intestacy this Section 7 shall govern the Transfer. Within thirty (30) days of the Transfer, the Transferee shall deliver written notice to the Agency that the Transfer has occurred. If such Transferee is not an Eligible Person or Family, this Transferee shall market the Assisted Unit for rental to an Eligible Person or Family and shall rent the Assisted Unit to an Eligible Person or Family until the Transferee desires to Transfer the Assisted Unit. In all events, the provisions of all Sections of this Restriction shall govern any subsequent transfer of any Assisted Unit.

8. Covenants of Owner. Owner of each Assisted Unit by acceptance of a deed to the Assisted Unit covenants and agrees that, at all time during the Term of this Restriction, its Assisted Unit:

(a) Owner Occupancy. Will be continuously occupied by Owner, except as provided in Section 6 above.

(b) No Rental. Except as provided in Section 7 above, and as otherwise agreed to by the Agency in advance, shall not be rented, subleased, or subject to any other business arrangement whereby consideration shall be paid by any occupant of an Assisted Unit to the Owner of the Assisted Unit; provided, if the Unit is occupied by a Family of Moderate Income, the family members, whose income was considered in determining the eligibility of that family, may make monetary contributions toward the Housing Costs of the Assisted Unit.

9. Default. As to the Assisted Units, the occurrence of any of the following events shall constitute an Event of Default under this Restriction:

(a) Breach of Covenant. Breach of any covenant of Owner contained in this Restriction and the failure of the Owner to cure such breach within fifteen (15) days after receipt of written notice of such violation; provided, in the event of a second similar violation within a twenty-four (24) month period, Owner shall have only ten (10) days within which to cure any such subsequent violation.

(b) Transfer. Any Transfer in violation of the provisions of this Agreement.

(c) Notice. Failure of Owner to give notice required in Section 5 above.

(d) Breach of Section 7. If and when applicable, a breach of Section 7 hereof.

(e) Further Encumbrance. The recordation of any deed of trust (a "Further Encumbrance") securing a note having an original principal sum which, when added to the sum of the principal amount(s) of any notes secured by any deeds of trust against the Assisted Unit as of the date of recordation of the Further Encumbrance, exceeds the appraised value of the Assisted Unit.

(f) Default on Encumbrance. Recordation of a Notice of Default under the provisions of the California Civil Code by any lender having a security interest in an Assisted Unit.

(g) Failure to Maintain. The failure of Owner to maintain an Assisted Unit in good condition and repair throughout the Term.

(h) Other Breach. Any other breach by Owner of any provision of this Restriction, determined by the Agency in its reasonable discretion.

Notwithstanding the above, for the purpose of this Restriction, a default by any Owner of an Assisted Unit shall not constitute a default of any other Owner of an Assisted Unit and may not constitute a default of the Developer.

10. Remedies. Upon the occurrence of an Event of Default, the Agency shall have the following remedies:

(a) Specific Performance. The Agency shall have the right to bring an action for specific performance of this Restriction to require the Owner to comply with the terms and provisions of this Restriction. Developer acknowledges that it is the intention of Owner/Developer and the Agency that these provisions be specifically enforceable to maintain the supply of affordable housing for Eligible Persons and Families.

(b) Application to Court. The Agency may apply to a court of competent jurisdiction for an injunction prohibiting a proposed Transfer in violation of this Restriction, for a declaration that a Transfer is void or for any other such relief as may be appropriate.

(c) Right to Excess Proceeds. In the event the Event of Default is a Transfer in violation of Section 3 above then, in addition to any other remedy which the Agency may have, the Agency shall be entitled to receive a sum ("Excess Proceeds") equal to the amount the Agency would have received if the Transferee had complied with the terms of this Restriction. Any Excess Proceeds shall be due and payable by the Owner to the Agency at escrow closing, or transfer of possession if there is no escrow closing prior to transfer of possession with regard to the noncomplying Transfer. The payment of the Excess Proceeds to the Agency shall not terminate this Restriction, which shall continue through the Term hereof.

(d) All Remedies Available and Cumulative. Upon the occurrence of an Event of Default, the Agency or City shall have the right to exercise all the rights and remedies, and to maintain any action at law or suits in equity or other real property proceedings, to enforce the provisions of this Restriction and to cure any Event of Default or violation hereof. No delay in enforcing the provisions hereof as to any Event of Default or violation shall impair, damage or waive the right of the Agency or the City to enforce the provisions

of this Restriction in the future or any continuing or new breach or violation of any of the covenants or restrictions contained in this Restriction. All rights and remedies, including without limitation those set forth in Sections (a) through (d) above, of any party legally entitled to enforce this Restriction shall be cumulative and the exercise of any such right or remedy shall not impair or prejudice and shall not be a waiver of the right to exercise any other such right and remedy.

11. Restrictions on Condemnation, Insurance and Foreclosure Proceeds. In the event (i) of a judicial foreclosure, a trustee's deed upon a nonjudicial foreclosure, a deed in lieu of foreclosure or any other involuntary Transfer to the holder of a secured interest in an Assisted Unit, (collectively "Foreclosure"), (ii) an Assisted Unit is destroyed and insurance proceeds are to be distributed to Owner instead of being used to rebuild the Assisted Unit, (iii) of a condemnation or Transfer in lieu of condemnation, if the proceeds thereof are to be distributed to the Owner or (iv) if the Assisted Unit is a condominium or townhouse unit, upon liquidation of the homeowner's association and distribution of the assets of the association to the members thereof, including Owner, to the extent that the proceeds of any event described above exceed the proceeds that otherwise would be payable to Owner in the event of a Transfer of the Assisted Unit in compliance with the terms of this Restriction, all such proceeds, in excess of those due to the Owner, shall be paid to the Agency when available to Owner.

12. No Discrimination. The Developer covenants and agrees that with regard to each Assisted Unit there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, actual or perceived gender identity, marital status, family status (minor children or no minor children), national origin, ancestry or handicap in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of any Assisted Unit, nor shall the Owner or any person claiming under or through Owner, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of purchasers and owners of any Assisted Unit.

13. Non-Discrimination Clauses. All deeds made relative to an Assisted Unit shall contain or be subject to substantially the following non-discrimination and non-segregation clauses:

Deeds. In Deeds/Leases: "The Grantee/Lessee herein covenants by and for himself, his heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, actual or perceived gender identity, marital status, national origin, ancestry or handicap in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the Grantee/Lessee or any person claiming under or through Grant/Lessee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

The failure of any deed to contain this provision shall not affect the validity of the deed or lease.

14. Covenants Running with the Land. Developer hereby subjects the Assisted Units to the covenants and restrictions set forth in this Restriction. Developer hereby declares its express intent that the covenants and restrictions set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon all parties having any interest in the Assisted Units, as the case may be, throughout the Term. Each and every contract, deed, lease or other instrument covering, conveying or otherwise transferring an Assisted Unit or any interest therein, as the case may be, (a "Contract") shall conclusively be held to have been executed, delivered and accepted subject to this Restriction regardless of whether the other party or parties to such Contract have actual knowledge of this Restriction.

The Owner and the Agency hereby declare their understanding and intent that: (i) the covenants and restrictions contained in this Restriction shall be construed as covenants running with the land pursuant to California Civil Code section 1468 and not as conditions which might result in forfeiture of title by Owner; (ii) the burden of the covenants and restrictions set forth in this Restriction touch and concern the Assisted Units in that the Owner's legal interest in the Assisted Unit and all improvements thereon may be rendered less valuable thereby; and (iii) the benefit of the covenants and restrictions set forth in this Restriction touch and concern the land by enhancing and increasing the enjoyment and use of the Assisted Units by Eligible Persons or Families, the intended beneficiaries of such covenants and restrictions.

All covenants and restrictions contained herein without regard to technical classification or designation shall be binding upon Owner for the benefit of the Agency, the City and Eligible Persons and Families and such covenants and restrictions shall run in favor of such parties for the entire period during which such covenants and restrictions shall be in force and effect, without regard to whether the Agency or the City is an owner of any land or interest therein to which such covenants and restrictions relate.

15. Restriction to be Attached. Owner shall attach a copy of this Restriction to any purchase and sale contract (or lease, pursuant to Section 7 above) with respect to any Assisted Unit.

16. Successors, Assigns. The provisions contained in this Restriction shall bind the Developer and each Owner, and shall inure to the benefit of the Agency and the City, either of which shall have the right to enforce this Agreement or any of the terms contained herein and either of which may perform any of the obligations contained herein to be performed by either the Agency or City.

17. Lienor's Remedies. The provisions of this Restriction do not limit the right of any holder of an obligation which is secured by an Assisted Unit, as the case may be, to exercise any of its remedies for the enforcement of any pledge or lien; provided, however, except as may be required by Fannie Mae or other similar mortgage insurer or secondary purchaser, that in the event of any foreclosure, the purchaser (or other transferee) and their successors in interest and assigns and the Assisted Unit, shall continue to be subject to this Restriction.

18. Amendments. The Agency or the City and their successors and assigns, and the Owner, shall have the right to consent and agree to changes in, or to eliminate in whole or in part, any of the provisions contained in this Restriction without the consent of any easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the Assisted Unit. This Restriction shall not be

amended or modified except upon the written consent of the Agency or the City and the Developer and its successor or designee, and upon the recordation of an amendment hereto duly executed and acknowledged by the Agency or the City and by Owner.

19. Severability. If any provision of this Restriction, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Restriction and such provisions as applied to other persons, places, and circumstance shall remain in full force and effect.

20. Governing Law. This Restriction shall be governed by and construed in accordance with the law of the State of California.

21. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

22. Rescission. Any rescission, partial or otherwise, of this Agreement to remove this Agreement of record against any or all of the Property may be executed by either the Agency or the City and shall be effective upon execution by either entity.

IN WITNESS WHEREOF, the Developer has executed this Restriction as of the date first written above.

**DEVELOPER**

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

*[Handwritten Signature]*  
*[Handwritten Signature]*  
VP POLITICAL ORGANIZING

**AGENCY**

**DEPARTMENT OF COMMUNITY AND ECONOMIC  
DEVELOPMENT, CITY OF HAYWARD,**  
a public body corporate and politic

APPROVED AS TO FORM:

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

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

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

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

**EXHIBIT A**

**Description of Property**

**[To Be Attached]**

EXHIBIT B

**MODERATE INCOME STANDARD:  
CALCULATION OF MAXIMUM SALES PRICE**

Illustration of the calculation of the maximum Sales Price for a Person or Family of Moderate Income\* to be paid by a **Purchaser** of the Assisted Unit, pursuant to the provisions of Health and Safety Code section 50052.5. The calculation in this Exhibit is based on the following definition of household size: the defined household size is equal to one person greater than the number of bedrooms in the unit.

Assumptions for calculating the maximum Sales Price:

1. Unit Size = \_\_\_\_\_
2. Family Size = \_\_\_\_\_
3. Interest Rate\*\* = \_\_\_\_\_
4. Property taxes and assessments (per month) = \_\_\_\_\_  
(based on actual tax rate with value based on the Market Price of unit)
5. Actual insurance premiums (per month) = \_\_\_\_\_  
(if not included in homeowner's association dues)
6. Property maintenance and repair (per month)\*\*\* = \_\_\_\_\_  
(if not included in homeowner's association dues)
7. Project's budgeted Homeowner's Association Dues = \_\_\_\_\_
8. Utility allowance (per month)\*\*\*\* = \_\_\_\_\_
9. Mortgage Insurance Premium, if any = \_\_\_\_\_

Pursuant to Health & Safety Code §50052.5, Affordable Housing Cost shall not be less than 28% of the Gross Income of the household nor exceed 35% of 110% Area Median.

\* Pursuant to 25 Cal. Code of Regulations §6932, the current maximum income level for a Person or Family of Moderate Income at 110% of the area median income with a family size of 4 for example is \$90,420.00, effective February 2005. The State of California periodically changes income amounts, by household size, pursuant to said Code of regulations. The amount may change in the future, and if so, the new number will be used for calculating the maximum income level at that point in time.

\*\* The interest rate shall be based on a 5% down, 30 year, fully amortizing fixed rate mortgage that is widely available in the current owner occupied real estate loan market.

\*\*\* Amount is obtained from schedule of allowances provided by City.

\*\*\*\* Amount is obtained from the City of Hayward's most recent schedule of allowances for tenant purchased utilities.

**ILLUSTRATIVE CALCULATION OF MAXIMUM SALES PRICE**  
**MODERATE INCOME LEVEL:**

**I. Calculate monthly Affordable Housing Cost:**

\$90,420.00	[110% of Area Median Income adjusted for family size (4 person household \ 3 bedroom unit )]
<u>    X    .35</u>	[Affordable Housing Cost cannot exceed 35% times 110% of Area Median Income]
\$31,647.00	
<u>divided by 12</u>	[To calculate the maximum <u>monthly</u> Affordable Housing Cost]
\$2,637.25	[As this hypothetical illustrates, no Family of Moderate Income with a family size of 4 shall spend more than \$2,637.25 per month, as of the date hereof, on the sum of the items which make up the Affordable Housing Cost.]

**II. Calculation of maximum amount to be spent on principal and interest of all mortgage loans and loan insurance fees, if any.**

A. \$ 2,637.25	[Maximum monthly Affordable Housing Cost] <i>less:</i>
B. [-] _____	[Property taxes and assessments (per month)]
C. [-] _____	[Insurance premiums (per month)]
D. [-] _____	[Utility allowance (per month)]
E. [-] _____	[Mortgage Insurance Premiums (per month)]
F. [-] _____	[Property maintenance and repair (per month)]
G. [-] _____	[Homeowner's Association dues (per month)] <i>equals:</i>
H. _____	Maximum Monthly Mortgage Payment

**III. Calculation of Sales Price:** The Sales Price is calculated by adding the Maximum Mortgage Amount to the down payment. The Maximum Mortgage Amount will be based on a fixed rate, 5% down, 30 year, fully amortizing, widely available owner occupied loan, and the above calculated Maximum Monthly Mortgage Payment allowable. The calculation is as follows:

1. At a \_\_\_\_\_% interest rate, and a loan term of 30 years, the Maximum Monthly Mortgage Payment (H.) of \$ \_\_\_\_\_ will allow a Maximum Mortgage Amount of \$ \_\_\_\_\_.

2. The Maximum Mortgage Amount of \$\_\_\_\_\_ divided by .95 equals a Sales Price of \$\_\_\_\_\_. For purposes of calculating the Sales Price, the down payment shall be deemed to be 5%.

**(Note: The above steps requires the use of a financial calculator.)**

FORM 1

NOTICE OF INTENT TO TRANSFER

From: \_\_\_\_\_ ("Owner")  
\_\_\_\_\_ ("Owner") (collectively, "Owner")

To: City of Hayward, Dept. of Community and Economic Development

Re: \_\_\_\_\_ (street address)  
Hayward, California 94\_\_\_\_\_, (the "Property")

Owner desires to [sell, convey, transfer by inheritance or devise, lease, gift, otherwise convey] (circle appropriate words) the Property.

Owner desires to [check one]:

\_\_\_\_\_ attempt to locate an Eligible Person to purchase  
the Property at Affordable Housing Cost  
or

\_\_\_\_\_ permit the City to exercise the City's option to purchase the Property  
(the City is not required to exercise its option).

If the Owner wants to find the Eligible Person, the Owner has ninety (90) days to find the Eligible Person and notify the City in writing (see Approval Request).

If the City has a program to help locate an Eligible Person, does the Owner want the City to help look for an Eligible Person to buy the Property?

\_\_\_\_\_ Yes  
\_\_\_\_\_ No

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Day time phone number of Owner

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Day time phone number of Owner

Date: \_\_\_\_\_

APPROVAL REQUEST

\_\_\_\_\_, 2002

City of Hayward, Dept. of Community and Economic Development

\_\_\_\_\_  
\_\_\_\_\_

Attention: Housing Development Specialist

Re: Request for Approval of Proposed Transferee

To Whom It May Concern:

The undersigned is/are the owner of real property in the City of Hayward, located at \_\_\_\_\_ (the "Property"), of which certain units were financed by the City of Hayward ("City") with 20%-Funds.

The Owner now desires to transfer the Property, or the Assisted Unit, as the case might be, and by this letter is requesting the City to approve the proposed transferee.

1. The Proposed Transferee is/are:

Names: (1) \_\_\_\_\_  
(2) \_\_\_\_\_  
(3) \_\_\_\_\_

Current Address: (1) \_\_\_\_\_  
(2) \_\_\_\_\_  
(3) \_\_\_\_\_

Telephone No.: (1) \_\_\_\_\_ (home/work)  
(2) \_\_\_\_\_ (home/work)  
(3) \_\_\_\_\_ (home/work)

2. The terms of the Proposed Transfer are:

(a) Sales price of \$\_\_\_\_\_. This sales price is based on the lesser of

Choose one:

Either (i) Fair Market Value of: \$\_\_\_\_\_

Or (ii) the maximum price at which the Housing Cost of the Proposed Transferee would not exceed Affordable Housing Cost. The calculation of the Sales Price under this subsection is illustrated in Exhibit B attached to the Use Restriction: \$\_\_\_\_\_

Price of any personal property being sold by the owner to the Proposed Transferee (if none, so state): \$\_\_\_\_\_

(b) Price to be paid by the Proposed Transferee for any services of Owner if none, so state): \$\_\_\_\_\_

(c) All other amounts of money or other consideration, if any, concerning the Property or any other matter to be paid by the Proposed Transferee to the Owner (if none, so state): \$\_\_\_\_\_

(d) Sources of payment of Sales Price:

Cash down payment \$\_\_\_\_\_

First (1<sup>st</sup>) loan \$\_\_\_\_\_

Second (2<sup>nd</sup>) loan \$\_\_\_\_\_

Other (describe): \_\_\_\_\_ \$\_\_\_\_\_

Total, Sales Price: \$\_\_\_\_\_

(e) The financing, obtained by the Proposed Transferee to purchase the Property is as follows:

First (1<sup>st</sup>) Loan:

Loan amount: \$\_\_\_\_\_

Monthly payments: \$\_\_\_\_\_

Interest rate \_\_\_\_\_ %

If variable interest, describe adjustment mechanism: \_\_\_\_\_

Due date: \_\_\_\_\_

Balloon payment amount: \$ \_\_\_\_\_

Points and fees: \$ \_\_\_\_\_

Lender (name): \_\_\_\_\_

Lender's address: \_\_\_\_\_  
\_\_\_\_\_

Second (2<sup>nd</sup>) Loan:

Loan amount: \$ \_\_\_\_\_

Monthly payments: \$ \_\_\_\_\_

Interest rate \_\_\_\_\_ %

If variable interest, describe adjustment mechanism: \_\_\_\_\_

Due date: \_\_\_\_\_

Balloon payment amount: \$ \_\_\_\_\_

Points and fees: \$ \_\_\_\_\_

Lender (name): \_\_\_\_\_

Lender's address: \_\_\_\_\_  
\_\_\_\_\_

Other Loans: (describe, if none, so state): \_\_\_\_\_

(f) The monthly Housing Cost to be paid by the Proposed Transferee:

First (1<sup>st</sup>) loan monthly payment \$ \_\_\_\_\_

Second (2<sup>nd</sup>) loan monthly payment \$ \_\_\_\_\_

Other loans, total monthly payment(s) \$ \_\_\_\_\_

Taxes (1/12 of yearly taxes):	\$ _____
Utilities	\$ _____
Maintenance (estimated monthly):	\$ _____
Insurance (1/12 of yearly premium):	\$ _____
Homeowner's dues (monthly):	\$ _____
Total	\$ _____

3. The Proposed Transferee represents and warrants the following:

(a) The Property will be the principal residence of the proposed transferee.

(b) The combined maximum annual income for all household members of the Proposed Transferee is: (1) \$ \_\_\_\_\_; (2) \$ \_\_\_\_\_; (3) \$ \_\_\_\_\_.

(c) The proposed transferee will deliver to the City a signed financial statement on a form acceptable to City.

4. The Proposed Transferee household consists of the following persons who will reside in the Property:

Adults (18 and over) - [name of each]

\_\_\_\_\_

\_\_\_\_\_

Minors (under 18) - [name of each]:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. The Proposed Transferee must submit to the City, on a form available from the City, an income certification so the City may determine if the proposed transferee is an Eligible Person.

6. A true and correct copy of the agreement between the owner and the Proposed Transferee is attached hereto.

7. The Owner and Proposed Transferee each hereby certify that the Transfer shall be closed in accordance with and only with the terms of the sales contract and other documents

submitted to and approved by the City and that all consideration delivered by the Proposed Transferee to Owner has been fully disclosed to the City.

8. The Owner and Proposed Transferee each hereby also certify that in the event a Transfer is made in violation of the terms of this Restriction or false or misleading statements are made in any documents or certificate submitted to the City for its approval of the Transfer, the City or Developer shall have the right to file an action at law or in equity to make the parties terminate and/or rescind the sale contract and/or declare the sale void notwithstanding the fact that the Transfer may have closed and become final as between Owner/Seller and his/her transferee. In any such event, any costs, liabilities or obligations incurred by the Owner/Seller and his/her transferee for the return of any monies paid or received in violation of this Restriction or for any costs and legal expenses, shall be borne by the Owner/Seller and/or his/her transferee and the Owner/Seller shall hold the city and/or Developer and its designees harmless and reimburse their expenses, legal fees and costs for any action they reasonably take in good faith in enforcing the terms of this Restriction.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Owner:

\_\_\_\_\_  
signature

\_\_\_\_\_  
name [print]

\_\_\_\_\_  
telephone

Date: \_\_\_\_\_

Proposed Transferee(s):

\_\_\_\_\_  
signature

\_\_\_\_\_  
name [print]

\_\_\_\_\_  
telephone

Date: \_\_\_\_\_

\_\_\_\_\_  
signature

\_\_\_\_\_  
name [print]

\_\_\_\_\_  
street address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
signature

\_\_\_\_\_  
name [print]

\_\_\_\_\_  
street address

\_\_\_\_\_  
City, State, Zip Code

Form 3

WHEN RECORDED RETURN TO:

**ASSUMPTION AGREEMENT**

This Assumption Agreement is entered into by:

The City of Hayward ("City") and

\_\_\_\_\_ ("Selling Owners")

\_\_\_\_\_ ("Buying Owners")

Date of Agreement: \_\_\_\_\_

**FACTS**

- A. Selling Owners are all of the owners of property commonly known as \_\_\_\_\_, Hayward, California (the "Property").
- B. The Property is subject to 45-Year Affordability Restrictions and Option to Purchase which restrict the purchase price that can be charged for the Property and the persons to whom the Property can be sold (the "Restriction"). The Restriction also gives the City an option to purchase the Property.
- C. Buying Owners desire to purchase the Property. Buying Owners understand that the Restriction will limit the purchase price they can receive when they sell the Property and will limit the people to whom they can sell the Property. Buying Owners understand that the City has an option to purchase the Property for a price that is less than the fair market value of the Property if there were no Restriction.
- D. Buying Owners are able to purchase the Property because the purchase price of the \_\_\_\_\_ Property is less than other similar property without Restrictions. For this reason Buying \_\_\_\_\_ Owners desire to purchase the Property.

- E. In order to purchase the Property, Buying Owners must assume all obligations of Owner and Developer under the Restriction and must agree to be bound by all the provisions in the Restriction.

NOW, THEREFORE, Buying Owners agree as follows:

1. Acknowledgment of Limitation on Future Sales Price. BUYING OWNERS UNDERSTAND THAT WHEN BUYING OWNERS DESIRE TO SELL OR TRANSFER THE PROPERTY THAT THE SALES PRICE CAN BE DETERMINED ONLY AT THE TIME OF THE PROPOSED TRANSFER TAKING INTO CONSIDERATION INTEREST RATES, PROPERTY TAXES AND OTHER FACTS THAT CANNOT BE PREDICTED ACCURATELY AND THAT THE SALES PRICE MAY NOT INCREASE OR DECREASE IN THE SAME MANNER AS OTHER SIMILAR PROPERTY THAT IS NOT ENCUMBERED WITH THE RESTRICTION. BUYING OWNERS ALSO ACKNOWLEDGE THAT AT ALL TIMES IN SETTING THE SALE PRICE THE PRIMARY OBJECTIVE OF THE CITY AND THE RESTRICTION IS TO PROVIDE HOUSING TO ELIGIBLE PERSONS OR FAMILIES AT AFFORDABLE HOUSING COST. THE SALES PRICE, WHEN BUYING OWNERS DECIDE TO SELL THE PROPERTY, ALMOST CERTAINLY WILL BE LESS THAN OTHER SIMILAR PROPERTIES WHICH HAVE NO RESTRICTION.

2. Understand Restriction. Buying Owners represent that they have read the Restriction and fully understand the Restriction.

3. Owner Occupancy. Buying Owners agree that they will occupy the Property as their primary residence and that they will comply with all provisions of the Restriction relating to occupancy of the Property.

4. Assumption of Obligations Under Restriction. As a material consideration to the City in approving Buying Owners, Buying Owners hereby assume all obligations of Developer and Owner, as they relate to the Property, under the Restriction. Buying Owners agree to be bound by all duties and obligations of Developer and Owner in the Restriction and agree to comply with all provisions thereof for the term of the Restriction. Buying Owners agree, as set forth above, in order to take advantage of the purchase price for which the Property is offered.

IN WITNESS WHEREOF, the parties have executed this Assumption Agreement to be effective on the date of recordation of a deed conveying the Property to Buying Owners.

\_\_\_\_\_

Date: \_\_\_\_\_  
Buying Owner

\_\_\_\_\_

Date: \_\_\_\_\_  
Buying Owner

Based on information provided by Selling Owners and Buying Owners and on Buying Owner's execution hereof, the City of Hayward hereby approves Buying Owners to purchase the Property.

City of Hayward  
Dept. of Community and Economic  
Development

Date: \_\_\_\_\_

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



**CITY OF HAYWARD  
MITIGATED NEGATIVE DECLARATION**

Notice is hereby given that the City of Hayward finds that the following proposed project could not have a significant effect on the environment as prescribed by the California Environmental Quality Act of 1970, as amended.

***I. PROJECT DESCRIPTION:***

**Zone Change Application No. PL-2006-0375 PD; Vesting Tentative Tract Map Application No. PL-2006-0374 TTM 7658; KB Home of South Bay, Inc. (Applicant) / Bernabe & Cruz Aranda and Robert & Roberta Pratt (Property Owners) - Request to change the zoning from Medium Density Residential (RM) to Planned Development (PD) and to subdivide 1.5 acres to develop 22 single-family lots.**

**The project site is generally located between Eden Avenue and Saklan Road, and between Middle Lane and Montevina Way in the Mt. Eden area (see attached).**

The project proposes a subdivision of approximately 1½ acres in order to develop 22 single-family homes that would be provided access from a private street, Montevina Way. Fourteen of the units are proposed to be attached, with the remaining eight units proposed as detached. The subject site is part of an area annexed into the City of Hayward effective March of 2007.

Approval of the project would require a change to the zoning designation for the site, from *Medium Density Residential (RM)* to *Planned Development (PD)*.

***II. FINDING PROJECT WILL NOT SIGNIFICANTLY AFFECT ENVIRONMENT:***

The proposed project, with the mitigation measures identified in the attached initial study checklist, will not have a significant effect on the environment.

***FINDINGS SUPPORTING DECLARATION:***

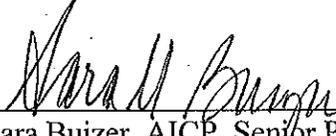
1. The proposed project has been reviewed according to the standards and requirements of the California Environmental Quality Act (CEQA) and an Initial Study Environmental Evaluation Checklist has been prepared for the proposed project. The Initial Study has determined that the proposed project, with the recommended mitigation measures, could not result in significant effects on the environment.
2. The project will not adversely affect any scenic resources. A lighting plan will be required to ensure that light and glare do not affect area views. Also, compliance with the City's Design Guidelines will ensure visual impacts are minimized. Landscape plans will also be required to ensure that structures are appropriately screened.

3. The project will not have an adverse effect on agricultural land since the subject site is not used for such purposes, does not contain prime, unique or Statewide important farmland.
4. The project is consistent with the General Plan Land Use designation for the site and will not result in significant impacts related to air quality, as indicated in the Mt. Eden Annexation Program EIR (SCH #: 2003122009), which was certified by the City of Hayward in October of 2004.
5. The project, proposed on properties developed with single family homes, will not result in significant impacts to biological resources, including protected trees, in that like-size, like-kind trees or trees equal in value will be required to be planted to replace any protected trees to be removed, as approved by the City's Landscape Architect, in accordance with the City's Tree Preservation Ordinance.
6. The project will not result in significant impacts to known cultural resources including historical resources, archaeological resources, paleontological resources, unique topography or disturb human remains.
7. The project site is shown on the State Seismic Hazard Zone Map as being within a Liquefaction Zone. The project geotechnical engineer indicates in a preliminary evaluation that the potential for liquefaction on the site is low. However, should a subsequent subsurface investigation indicate the potential for liquefaction, proper measures regarding treatment of soil and foundation design will be required as part of project development. Furthermore, recommendations of the project geotechnical engineer will be required to be incorporated into project design and implemented throughout construction, to address such items as expansive soils and seismic shaking. Construction will also be required to comply with the California Building Code standards to minimize seismic risk due to ground shaking.
8. Any hazardous materials, including potential lead and asbestos associated with buildings to be demolished, as well as existing septic systems, will be required to be removed/treated in accordance with State and local regulations. A site clearance will also be required to be obtained from either the State Department of Toxic Substances Control or the Regional Water Quality Control Board.
9. The project will be required to meet all water quality standards as part of the normal development review and construction process, to be addressed in a Stormwater Pollution Prevention Plan and Erosion Control Plan that utilize best management practices. Drainage improvements will be required to accommodate stormwater runoff, so as not to negatively impact the existing downstream drainage system of the Alameda County Flood Control and Water Conservation District.
10. The project proposes amendments to the Hayward zoning designation for the site, but is still consistent with the overall density supported by the Hayward General Plan. In addition, the project will be required to be consistent with the City of Hayward's Design Guidelines.
11. Noise reducing measures/features will be required in the design of the units along Saklan Road and Eden Avenue, so that such areas comply with the City's noise standards. Also, as is typical

for larger development projects in Hayward, construction noise will be mitigated through restriction on construction hours, mufflers, etc., to be approved as part of a Construction Noise Management Plan.

12. The project will not result in significant impacts related to population and housing in that the amount of development proposed is within the range of development analyzed in the Hayward General Plan Environmental Impact Report (SCH #: 2001072069), certified by Hayward in March of 2002, and in the Mt. Eden Annexation Project Program Environmental Impact Report (SCH #: 2003122009), certified by Hayward in October of 2004.
13. The project will not result in a significant impact to public services in that development at least as intensive as that proposed was analyzed in the Hayward General Plan EIR and Mt. Eden Annexation Project Program EIR and found to have less-than-significant impacts.
14. The project will not result in a significant impact to parking provided the proposed development is phased to provide additional parking spaces in-lieu of 2 of the 22 units, in accordance with the City standards and practices.

**III. PERSON WHO PREPARED INITIAL STUDY:**

  
\_\_\_\_\_  
Sara Buizer, AICP, Senior Planner  
Dated: October 25, 2007

**IV. COPY OF INITIAL STUDY IS ATTACHED**

For additional information, please contact the City of Hayward, Planning Division, 777 B Street, Hayward, CA 94541-5007, telephone (510) 583-4191, or e-mail [sara.buizer@hayward-ca.gov](mailto:sara.buizer@hayward-ca.gov).



**ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:**

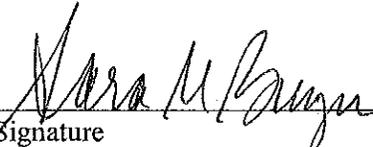
The environmental factors checked below would be potentially affected by this project, as indicated by the checklist on the following pages.

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Aesthetics                               | <input type="checkbox"/> Agriculture Resources                | <input type="checkbox"/> Air Quality                                   |
| <input checked="" type="checkbox"/> Biological Resources          | <input type="checkbox"/> Cultural Resources                   | <input checked="" type="checkbox"/> Geology & Soils                    |
| <input checked="" type="checkbox"/> Hazards & Hazardous Materials | <input checked="" type="checkbox"/> Hydrology & Water Quality | <input type="checkbox"/> Land Use & Planning                           |
| <input type="checkbox"/> Mineral Resources                        | <input checked="" type="checkbox"/> Noise                     | <input type="checkbox"/> Population & Housing                          |
| <input type="checkbox"/> Public Services & Utilities              | <input type="checkbox"/> Transportation                       | <input checked="" type="checkbox"/> Mandatory Findings of Significance |

**DETERMINATION:**

On the basis of this initial evaluation:

- I find that the proposed project **COULD NOT** have a significant effect on the environment, and a **NEGATIVE DECLARATION** will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A **MITIGATED NEGATIVE DECLARATION** will be prepared.
- I find that the proposed project **MAY** have a significant effect on the environment, and an **ENVIRONMENTAL IMPACT REPORT** is required.

  
 \_\_\_\_\_  
 Signature

October 25, 2007  
 \_\_\_\_\_  
 Date

Sara Buizer, AICP, Senior Planner  
 \_\_\_\_\_  
 Printed Name

City of Hayward  
 \_\_\_\_\_  
 For

**EVALUATION OF ENVIRONMENTAL IMPACTS:**

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>I. AESTHETICS - Would the project:</b>				
a) Have a substantial adverse effect on a scenic vista? <i>Comments: The project site is in a suburban setting, with industrial uses to the west and residential uses to the north, south and east. No impacts to a scenic vista would occur as a result of the project, since no scenic vistas exist in the immediate vicinity.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? <i>Comments: The project site is not within a State scenic highway view corridor.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially degrade the existing visual character or quality of the site and its surroundings? <i>Comments: The development would result in homes at a higher density than currently exists in the area (generally 15 units per acre versus 1 unit per acre). However, the development would be consistent with the residential setting, which includes entitled development of 149 single family homes, anticipated to be built in 2008, and with development within the City to the east and south. Therefore, the project would not be expected to generate substantial impacts related to the existing visual character of the site and surroundings.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area? <i>Comments: The project would be located in a suburban setting where existing residential development exists. Although new street lights are proposed within the development, where no such lights currently exist, the impacts of such lights would not be expected to be a substantial source of light or glare as the lights will be conditioned to be confined to the project site.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**II. AGRICULTURE RESOURCES - Would the project:**

a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? <i>Comment: The site does not involve Prime Farmland,</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
---	--------------------------	--------------------------	--------------------------	-------------------------------------

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<i>Unique Farmland, or Farmland of Statewide Importance, as shown on the most recent "Important Farmland in California" map of the Farmland Mapping and Monitoring Program of the California Department of Conservation, Division of Land Resource Protection.</i>				
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract? <i>Comment: The site does not involve a Williamson Act contract and does not have potential for an agricultural use.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Involve other changes in the existing environment that could result in conversion of Farmland, to non-agricultural use? <i>Comment: See comments IIa) and IIb) above.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**III. AIR QUALITY - Would the project:**

a) Conflict with or obstruct implementation of the applicable air quality plan? <i>Comment: The proposed project would not result in any changes to the Hayward General Plan. Although the project would result in an increase in the number of dwellings in the area, such increase would not exceed that anticipated in the General Plan adopted by the City of Hayward in 2002. The General Plan Update EIR states on page 8-13 that, "Although the total population living within the City could be expected to increase as the area reaches buildout under the General Plan Update, this growth in population is not expected to exceed the population or vehicle trip projections which have been made by the Association of Bay Areas Governments..." The General Plan Update EIR indicates on pages 8-13 through 8-16 that based on the CEQA guidelines established by the Bay Area Air Quality Management District (BAAQMD), impacts related to consistency with the regional air quality plan associated with the General Plan Update would be less than significant. Since this project would not exceed the General Plan assumptions, project impacts would be expected to be less than significant related to conflicts or obstructions with the existing air quality plan.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation? <i>Comment: As indicated on page 8-17 of the Hayward General Plan Update EIR, such impacts</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<p><i>are considered less than significant. Since the project would not exceed assumptions in the General Plan, the proposed project would be expected to have less-than-significant impacts related to this impact area.</i></p>				
<p>c): Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?</p> <p><b>Comment:</b> For the reasons noted in a), the project would not contribute to emissions exceeding those considered in the General Plan, with such Plan determined to be consistent with the local air quality plan; therefore, project impacts would be considered less than significant</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>d): Expose sensitive receptors to substantial pollutant concentrations?</p> <p><b>Comment:</b> Future construction could generate temporary impacts related to localized particulate matter emissions, resulting from project grading. However, standard conditions of approval for such development required by the City would include dust-control measures that would reduce such impacts to levels of insignificance.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>e): Create objectionable odors affecting a substantial number of people?</p> <p><b>Comment:</b> The project entails a residential development, which is not expected to create objectionable odors.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**IV. BIOLOGICAL RESOURCES - Would the project:**

<p>a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?</p> <p><b>Comment:</b> The General Plan EIR notes that the City's urban area (which encompasses the project area), is composed of common upland habitat which does not provide suitable habitat conditions for special-status animal species. The General Plan EIR also notes that special-status plant species are found along the bay front and within the Hayward hills area, neither of which includes the project area. Since the project area is developed and disturbed, no significant impact related to special-status species is anticipated as a</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
---	--------------------------	--------------------------	--------------------------	-------------------------------------

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<i>result of the project.</i>				
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies or regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<i><b>Comment:</b> No such riparian habitat or other sensitive natural communities were identified within the limits of the proposed project development.</i>				
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<i><b>Comment:</b> The project area does not contain wetlands. No impacts related to wetlands are anticipated as a result of the project.</i>				
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<i><b>Comment:</b> The project site is largely developed with suburban uses that preclude movement of wildlife species. No impacts related to wildlife movement or corridors are anticipated as a result of the project.</i>				
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i><b>Comment:</b> The project would not conflict with any local policies or ordinances established to protect biological resources, except possibly Hayward's Tree Preservation Ordinance, which encourages preservation of trees. A tree survey was conducted by HortScience, Inc., dated June 2005, Revised November 2006, which identifies 19 trees, representing 12 species to be removed. The report indicates all 19 trees are considered protected trees per Hayward's Tree Preservation Ordinance, with 2 identified trees considered in good or excellent condition. Three of the 19 trees surveyed have the potential for preservation and all three trees are located off-site.</i>				
<i><b>Impact:</b> The project proposes removal of all trees identified on the site. Hayward's Tree Preservation Ordinance recommends that all "protected" trees be preserved or, if not feasible to be saved, to be replaced with "like-size, like-kind trees or an equal value tree or trees as determined by the City's</i>				

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<p><i>Landscape Architect.</i> The tree survey report indicates the value of all surveyed trees at \$28,200.</p> <p><b>Mitigation Measure IV-e:</b> In accordance with Hayward's Tree Preservation Ordinance, any "protected" trees as defined by the City's Tree Preservation Ordinance that are to be removed as a result of the project shall be replaced with like-size, like-kind trees or trees equal in value to them, as determined by the City's Landscape Architect. Also, if feasible through adjustments to location of roads, fences or buildings, the three off-site trees suggested for preservation must be protected during construction. Measures recommended by the project arborist to preserve those three trees, including installation of tree protection fencing, shall be implemented. Such measures will ensure impacts due to removal of protected trees are less than significant.</p>				
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p><b>Comment:</b> No Habitat Conservation Plan, Natural Community Conservation Plan or any other local, regional or state habitat conservation plans exist that would involve the project site.</p>				

**V. CULTURAL RESOURCES - Would the project:**

a) Cause a substantial adverse change in the significance of a historical resource as defined in section 15064.5 of the CEQA Guidelines?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p><b>Comment:</b> Given the project site is largely developed with structures constructed in 1920, 1942 and 1988 and are not historically significant, no such impacts are anticipated to occur.</p>				
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to section 15064.5 of the CEQA Guidelines?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p><b>Comment:</b> There are no creeks or streams within the project area, nor are there any known archaeological, paleontological, or Native American resources identified within the project area. The project area is developed and is surrounded by an urbanized area. Therefore, no such impacts are anticipated to occur.</p>				
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<i><b>Comment:</b> See comment Vb) above.</i>				
d) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<i><b>Comment:</b> Given the site is already largely developed, it is unlikely any human remains will be disturbed as a result of the proposed project. However, in accordance with State law and standard grading procedures, if any human remains are discovered, work in the vicinity of such remains shall cease and the County Coroner contacted for a determination as to whether such remains may be those of Native Americans. Any subsequent activity regarding such remains shall follow procedures as outlined in CEQA Guidelines Section 15064.5(e).</i>				

**VI. GEOLOGY AND SOILS - Would the project:**

a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:

i) Rupture of a known earthquake fault?

***Comment:** The project site is not within the State's Earthquake Fault Zone. Therefore, impacts related to fault rupture are not anticipated.*

ii) Strong seismic ground shaking?

***Comment:** The severity of ground shaking at a particular site is controlled by several factors, including the distance from the earthquake source, the earthquake magnitude, and the type, thickness and condition of underlying geologic materials.*

***Impact:** The active Hayward fault is located 2.3 miles to the east of the site, which could result in substantial ground-shaking impacts at the project site during a major seismic event, which could result in loss of life and/or property. The project geotechnical consultant, TerraSearch, Inc., indicates in a preliminary geotechnical feasibility evaluation report dated March 21, 2005, that ground shaking impacts could be expected at the site.*

***Mitigation Measure VI-aii:** Recommendations of the project geotechnical consultant, TerraSearch, Inc., shall be implemented, including those related to ground-motion parameters for use in structural design of buildings. Implementation of such measures will ensure such impacts are less than significant.*

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>iii) Seismic-related ground failure, including liquefaction?</p> <p><b>Comment:</b> Although the project geotechnical engineer indicates in a preliminary geotechnical evaluation report that the potential for liquefaction is considered low for the site, the project site is shown within a liquefaction zone, according to the State's Seismic Hazard Zones Map.</p> <p><b>Impact:</b> The site could be subject to high liquefaction, which could result in damage to property or loss of life.</p> <p><b>Mitigation Measure VI-a-iii:</b> A full geotechnical evaluation shall be conducted and submitted for review and approval prior to issuance of building permits and if liquefaction is determined to be probable, measures as recommended by the project geotechnical consultant shall be implemented. Such measures, such as special foundation construction, will reduce the significance of liquefaction-related impacts to a level of insignificance.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>iv) Landslides?</p> <p><b>Comment:</b> The site is relatively flat and no landslide hazards exist on the site.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>b) Result in substantial soil erosion or the loss of topsoil?</p> <p><b>Comment:</b> Although the project would result in an increase in impervious surface, the project site is relatively flat and erosion control measures that are typically required for such projects, including but not limited to gravelling construction entrances and protecting drain inlets will address such impacts. Therefore, the potential for substantial erosion or loss of topsoil is considered insignificant.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?</p> <p><b>Comment:</b> The site is relatively flat and such impacts are not anticipated.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>d) Be located on expansive soil, creating substantial risks to life or property?</p> <p><b>Comment:</b> The project geotechnical engineer's preliminary geotechnical evaluation dated March 21, 2005 indicates there is potential for near-surface, highly expansive clays at the project site.</p> <p><b>Impact:</b> The site could be subject to highly expansive, near-surface soils, which could result in</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<i>damage to property or loss of life.</i>				
<b>Mitigation Measure VI-d:</b> <i>A full geotechnical evaluation shall be conducted and submitted for review and approval prior to issuance of building permits and if highly-expansive soils are determined to be present, measures, such as special foundation design and construction, as recommended by the project geotechnical consultant shall be implemented. Such measures will reduce the significance of impacts related to expansive soils to a level of insignificance.</i>				
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems? <b>Comment:</b> <i>The development would be required to connect to the City's public sewer system.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**VII. HAZARDS AND HAZARDOUS MATERIALS -** Would the project:

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? <b>Comment:</b> <i>The project would entail construction of 22 single-family homes and related improvements. Therefore, no such hazards related to routine project operations or functions are anticipated.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? <b>Comment:</b> <i>A Phase I environmental site assessment, dated May 30, 2006, and a Limited Site Investigation, dated June 12, 2006, were conducted by Innovative and Creative Environmental Solutions. The assessments indicate the potential for lead-based material (LBM) and asbestos-containing material (ACM) hazards on the site, since many of the structures on the site that will be demolished were built prior to 1978, when such materials were commonly used in construction.</i> <b>Impact:</b> <i>The site may contain buildings that may contain lead-based or asbestos-containing material hazards. Also, soil samples taken show elevated concentrations of arsenic and lead at the site off Saklan Road. Such materials are considered toxic and could negatively impact residents and workers in the area.</i> <b>Mitigation Measure VII-b:</b> <i>I. A health-based and water quality clearance shall</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<p><i>be obtained from either the State Department of Toxic Substance Control or the California Regional Water Quality Control Board (SF Bay Region), prior to start of grading or construction. If it is determined that remediation of soil and/or groundwater is necessary, oversight of one of these two agencies would be required.</i></p> <p><i>II. State-certified lead-based paint (LBP) and asbestos professional(s) shall be retained to perform a LBP and asbestos containing material (ACM) survey of structures for testing and confirmation of LBP and ACM within and around the structures, and if such surveys show the presence of such substances, remediation plans shall be developed and implemented, in accordance with State and Federal regulations.</i></p> <p><i>III. All domestic water wells and septic tanks and leach lines from the project site shall be destroyed and removed, in accordance with local, County and State regulations.</i></p> <p><i>IV. All abandoned vehicles, household items, refuse mechanical and/or landscaping tools, debris, etc., shall be properly removed from the site and disposed in accordance with local, County and State regulations.</i></p> <p><i>Such measure will ensure impacts related to hazards will be insignificant.</i></p>				
<p>c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?</p> <p><i>Comment: The project site is not within one-quarter mile of an existing or proposed school.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?</p> <p><i>Comment: The site is not included on the California Department of Toxic Substances Control's Cortese list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and therefore, no such impact would occur as a result of the project.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>e) Result in a safety hazard for people residing or working within an area subject to an airport land use plan or within two miles of a public airport or public use airport?</p> <p><i>Comment: Although the site is located within two</i></p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<i>miles of the Hayward Executive Airport, development is proposed that is consistent with the Hayward General Plan, consisting of two- to three-story residential units. Therefore, impacts related to the airport as a result of the project are considered to be less than significant.</i>				
f) Result in a safety hazard for people residing or working in the vicinity of a private air strip? <i>Comment: The site is not located within the vicinity of a private air strip and therefore, no such impacts would occur as a result of the project.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? <i>Comment: The project would not interfere with an adopted emergency response plan or emergency evacuation plan. In fact, the project would result in extension of the City's public water system to the area, thereby improving fire-fighting capabilities in the area.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Expose people or structures to a significant risk involving wildland fires? <i>Comment: The project site is located within a suburban setting, away from areas with wildland fire potential. Therefore, no such impacts related to wildland fires are anticipated.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**VIII. HYDROLOGY AND WATER QUALITY - Would the project:**

a) Violate any water quality standards or waste discharge requirements? <i>Comment: The project proposes a drainage system that would result in storm water flowing westward into the Alameda County Flood Control and Water Conservation District's flood control facilities (Zone 4, Lines A, A-2 and A-3). Impacts: During construction and after project completion, there is the potential for erosion of exposed surfaces to enter the stormwater system, which could negatively impact water quality and violate water quality standards. Mitigation Measure VIII-a: Per State regulations, a Notice of Intent (NOI), Storm Water Pollution Prevention Plan (SWPPP) and Stormwater Quality Protection Plan shall be prepared and submitted to the State for review and approval. These documents shall also be submitted along with the grading plans, erosion and sediment control plans and grading permit application for review and approval by the City. Grading and construction plans shall</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<p><i>incorporate erosion and sedimentation control measures to be implemented during all phases of construction activities.</i></p> <p><i>The improvement plans for the project shall incorporate Best Management Practices (BMP's) designed in accordance with applicable provisions of the Alameda County Clean Water Program NPDES permit Section C.3, including the hydraulic sizing criteria, which will ensure that storm water runoff is treated prior to discharge from the site and that runoff rates are such that downstream impacts are reduced to the maximum extent practical (MEP). Such measures will ensure that water quality impacts are less than significant.</i></p>				
<p>b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level?</p> <p><i><b>Comment:</b> The project would be served by the City's public water system and would not rely on groundwater for a source of water. Therefore, impacts on groundwater are anticipated to be minimal.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation on- or off-site?</p> <p><i><b>Comment:</b> The project would not substantially alter the existing drainage pattern in the area, which is relatively flat. The drainage system will be required to be approved by the City and the Alameda County Flood Control and Water Conservation District.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>d) Substantially alter the existing drainage pattern of the site or area, including the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site?</p> <p><i><b>Comment:</b> No such impacts are anticipated in that the drainage system will be required to be approved by the City and the Alameda County Flood Control and Water Conservation District.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?</p> <p><i><b>Comment:</b> See comment under VIII-d above.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>f) Otherwise substantially degrade water quality?</p> <p><i><b>Comment:</b> No such impacts other than those</i></p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<i>identified in subsections a) and c) are anticipated.</i>				
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map? <i>Comment: According to FEMA Flood Insurance Rate Maps dated February 9, 2000, this site is not within the 1-percent-annual-chance flood hazard area.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Place within a 100-year flood hazard area structures that would impede or redirect flood flows? <i>Comment: According to FEMA Flood Insurance Rate Maps dated February 9, 2000, this site is not within the 1-percent-annual-chance flood hazard area.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam? <i>Comment: No such impacts are anticipated.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j) Inundation by seiche, tsunami, or mudflow? <i>Comment: No such impacts are anticipated.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**IX. LAND USE AND PLANNING - Would the project:**

a) Physically divide an established community? <i>Comment: The development is proposed in a developed suburban setting and would not divide an established community.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project adopted for the purpose of avoiding or mitigating an environmental effect? <i>Comment: The project would entail amendments to Hayward's zoning designation for the property from Medium Density Residential (RM) to a Planned Development (PD) district, consistent with the General Plan Land Use designation density of 8.7 to 17.4 units per net acre. The project will be required to be in compliance with the City's Design Guidelines, within the context of the Planned Development District provisions, which allows for consideration of deviations from typical development standards, provided offsetting facilities or amenities are provided. Therefore, project impacts related to these types of impacts are anticipated to be less than significant. The project is proposing modification to the allowed setbacks in exchange for providing open space paseos between residential units and additional amenities within nearby Greenwood Park.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Conflict with any applicable habitat conservation plan or natural community conservation plan? <i>Comment: The project would not conflict with any such plan.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>X. MINERAL RESOURCES - Would the project:</b>				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? <i>Comment: The project site is not identified as a known mineral resource of state, regional or local significance, per the State's Mineral Resource Classification maps. Therefore, no impacts are anticipated.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally important mineral resource recovery site? <i>Comment: See comments under item X-a above.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>XI. NOISE - Would the project result in:</b>				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? <i>Comment: A noise monitoring survey was conducted on May 12<sup>th</sup>, 16<sup>th</sup> and 20<sup>th</sup>, 2005 as well as an exterior noise addendum prepared on March 27<sup>th</sup>, 2006 by the project's acoustical consultant, Illingworth &amp; Rodkin, Inc. The addendum reports noise exposure at the project site would exceed 55 L<sub>dn</sub> throughout due to aircraft overflights. Noise generated by aircraft cannot reasonably be reduced in exterior areas to meet the single-family standard. The report indicates interior noise levels would be expected to comply with the City's standard of 45 dBA L<sub>dn</sub>, with standard construction techniques, "with the incorporation of an adequate forced air mechanical ventilation system in the residential units to allow residents the option of controlling noise by maintaining the windows closed." At a distance of 50 feet from the centerline of both Saklan Road and Eden Avenue, unshielded traffic noise is predicted to generate a noise level of 56 L<sub>dn</sub>. The City's Noise Element of the General Plan, Appendix N, Figure 1, indicates normally acceptable outdoor noise levels for single family residential units is 55 dBA L<sub>dn</sub>.                      Impact: The front porches of the housing units fronting Saklan Road and Eden Avenue could be exposed to decibel levels that exceed the outdoor noise thresholds found normally acceptable for</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<p><i>single-family residential development.</i></p> <p><b>Mitigation Measure XI-a:</b> <i>Sound-reducing measures shall be incorporated in project design so that outdoor spaces for the two impacted units would comply with the City's outdoor noise standards for single-family residential development. Such measures will reduce noise impacts to levels of insignificance.</i></p>				
<p>b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?  <b>Comment:</b> <i>As indicated in the Mt. Eden Annexation Program Draft EIR on page 35 and 36, no significant vibration impacts are anticipated for the project site.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?  <b>Comment:</b> <i>The project would entail development of single-family homes, consistent with the existing environment. Noise associated with such development would not be expected to generate a substantial permanent increase in ambient noise levels in the vicinity.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?  <b>Comment:</b> <i>The project would entail demolition of existing buildings and construction of new homes and related facilities. Section 4-1.03 of the Hayward Municipal Code governs persistent noise and construction noise. Under this section, repeated or persistent loud noise is considered unlawful. Construction activities generating noise are limited to the hours of 7 a.m. to 7 p.m., Monday through Saturday. Construction hours on Sundays are limited to 10 a.m. to 6 p.m. Also, Section 10-8.20(a)(7) of the City's Grading Ordinance indicates grading operations shall not be conducted on Saturdays, Sundays, or holidays, or outside the hours of 7:30 a.m. to 6:00 p.m., without the specific authorization of the City Engineer.</i>  <b>Impact:</b> <i>The project could negatively impact nearby residents due to temporary excessive construction noise.</i>  <b>Mitigation Measure XI-d:</b> <i>A Construction Noise Management Plan shall be prepared and implemented. Such plan must be approved by the City prior to issuance of grading permits and shall contain, at minimum, a listing of hours of construction operations (which shall be in</i></p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<i>accordance with the City's construction hours), use of mufflers on construction equipment, limitation of on-site speed limits, identification of haul routes to minimize travel through residential areas and identification of noise monitors. Specific noise management measures shall be included in appropriate contractor specifications. In addition, signs shall be posted along both Eden Avenue and Saklan Road which includes a contact name and phone number for noise complaints. Such measures will reduce temporary construction noise impacts to levels of insignificance.</i>				
e) Exposure of people residing or working in the project area to excessive noise levels due to location within an airport land use plan or within two miles of a public airport or public use airport? <i>Comment: As indicated in the Mt. Eden Annexation Final EIR, based on Figure 7.3 in the General Plan EIR, the Project area is not impacted by significant noise levels from Oakland International Airport or Hayward Executive Airport. Concerns with nuisance issues associated with touch and go aircraft flights will be addressed with project conditions of approval, which will require that aviation easements be recorded that would ensure disclosure and notification to future property owners of touch and go aircraft operations in the vicinity.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Exposure of people residing or working in the project area to excessive noise levels due to location within the vicinity of a private airstrip? <i>Comment: No such airstrips are within two miles of the project site.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**XII. POPULATION AND HOUSING - Would the project:**

a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? <i>Comment: Utilizing an average household size of 3.08 (Census 2000 median household size for Hayward), the project would introduce an additional approximately 68 persons to the area. However, such development on the subject site would fall within the range of development anticipated and analyzed in the Hayward General Plan, adopted by the City in March of 2002. Therefore, impacts related to increased population would be less than significant.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
elsewhere? <b>Comment:</b> No existing housing would be displaced that would necessitate the construction of replacement housing.				
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere? <b>Comment:</b> No residents would be displaced as a result of the project.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**XIII. PUBLIC SERVICES & UTILITIES - Would the project result in:**

a) Substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for the following public services:

Fire protection?

**Comment:** No such facilities are required and therefore, no such impacts are expected to occur.

Police protection?

**Comment:** No such facilities are required and therefore, no such impacts are expected to occur.

Schools?

**Comment:** The project site is within the Eden Gardens Elementary School, Ochoa Middle School and Mt. Eden High School attendance areas of the Hayward Unified School District. The developer will be required to pay school impact mitigation fees, which, per State law, is considered full mitigation.

Parks/Recreation?

**Comment:** The project proponent would be required to pay park dedication in-lieu fees. Such measures would reduce such impacts to levels of insignificance.

b) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?

**Comment:** Impacts associated with this level of development are within projections identified in the general Plan and incorporated into the City's Water Pollution Control Facility Master Plan. Wastewater discharge from this project is not expected to cause the City to exceed its NPDES limits.

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? <i>Comment: As indicated in the Mt. Eden Annexation Program EIR in Section 4.6, adequate capacity exists at the City's wastewater treatment facility to accommodate the proposed development. Therefore, such impacts are not expected to be significant.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? <i>Comment: No significant impacts associated with such construction are anticipated.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Require new or expanded water supplies from existing entitlements and resources? <i>Comment: As indicated in Section 4.6 of the Mt. Eden Annexation Program EIR, Hayward has an agreement with the San Francisco Public Utilities Commission, which provides sufficient potable water supplies to meet Hayward's needs. Therefore, no such impacts would be anticipated.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) A determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments? <i>Comment: As indicated on pages 59 and 60 of the Mt. Eden Annexation Program Draft EIR, the City has sufficient capacity to serve the amount of development proposed on the subject site.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Require additional landfill capacity? <i>Comment: Sufficient landfill capacity exists and such impacts are not anticipated to be significant.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h) Comply with federal, state, and local statutes and regulations related to solid waste? <i>Comment: The project would be required to do so, including complying with the City's Construction and Demolition Debris Recycling Ordinance.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**XIV. TRANSPORTATION - Would the project:**

a. Cause an increase in traffic that is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
intersections)? <i><b>Comment:</b> The Mt. Eden Annexation Program EIR indicated that traffic related to future development in the area would have impacts on intersections such as Hesperian Boulevard and West Winton Avenue as well as Clawiter and Dunn Roads. However, the EIR also stated that planned roadway improvements in and adjacent to the project area would provide additional roadway capacity in the future to accommodate project-related traffic and is identified as a less-than significant impact with no mitigation required.</i>				
b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways? <i><b>Comment:</b> The project is consistent with the density envisioned in the Hayward General Plan, would not generate more than 100 peak hour trips, and therefore, would not be expected to generate such impacts.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that result in substantial safety risks? <i><b>Comment:</b> The project will not impact air traffic patterns.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? <i><b>Comment:</b> No such undesirable design features are proposed. All roads will be required to meet City standards.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Result in inadequate emergency access? <i><b>Comment:</b> The project would be located between two public roads, and be served by one interior private street, Montevina Way, and private alleys that would be required to meet City standards for such streets. Therefore, no such impacts are anticipated.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Result in inadequate parking capacity? <i><b>Comment:</b> The development would provide two-car garages for each unit, as well as parking spaces at mid-block locations and along streets within the development, resulting in an overall parking ratio of 2.6 spaces per unit; 3 spaces per unit, in accordance with City standards and practice, could be achieved</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<p><i>by phasing the proposed development and providing additional parking in-lieu of 2 of the 22 units, which will be required as part of project conditions of approval. Additional parking capacity would be provided along Eden Avenue and Saklan Road, although such spaces are not counted for the project total, per City practice. No parking inadequacy is anticipated with required conditions of approval.</i></p>				
<p>g) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?</p> <p><u>Comment:</u> <i>The project would not conflict with such plans.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**XV. MANDATORY FINDINGS OF SIGNIFICANCE**

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?</p> <p><i>Comment: As discussed under the Biology Resources section, the project would entail removal of some protected trees, as defined by the City of Hayward's Tree Preservation Ordinance. Mitigation measures have been identified to reduce such impacts to levels of insignificance.</i></p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>b) Does the project have the potential to achieve short-term environmental goals to the disadvantage of long-term environmental goals?</p> <p><i>Comment: No such impacts have been identified. The project would provide housing opportunities for Hayward area residents at a density consistent with that identified in the Hayward General Plan.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>c) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?</p> <p><i>Comment: The proposed 22-lot development is a second phase of residential development for this area. Phase I, consisting of 149 single family units, was approved and is under construction. The combined phases of development are consistent with the density of development identified in both the City's General Plan and the Mt. Eden Annexation EIR, therefore, no such impacts are anticipated.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>d) Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?</p> <p><i>Comment: As indicated in the Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, and Noise sections, the project could cause substantial adverse effects on human beings</i></p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*due to potential seismic ground shaking, liquefaction and expansive soils, lead-based paint and asbestos materials in existing buildings to be demolished, water quality impacts related to grading and development, noise exposure to residents in new housing units located along Saklan Road and Eden Avenue, and temporary noise construction impacts on existing residents. Mitigation measures have been identified to reduce such impacts to levels of insignificance.*

Sources:

- A Preliminary Geotechnical Feasibility Evaluation, by TerraSearch, Inc., dated March 21, 2005.
- B Tree Report, by HortScience, Inc., dated June 2005, Revised November 2006.
- C Phase I Environmental Site Assessment 24019 and 24021 Eden Avenue, by Innovative and Creative Environmental Solutions dated May 30, 2006.
- D Limited Site Investigation 23612 Saklan Road, Hayward, California by Innovative and Creative Environmental Solutions dated June 12, 2006.
- E Dutra Property Environmental Noise Assessment, Hayward, California, by Illingworth & Rodkin, Inc., dated May 20, 2005.

# **Mt. Eden – KB Home Development Mitigation Monitoring and Reporting Program**

**Planned Development Application No. PL-2006-0375 PD;  
Tentative Tract Map Application No. PL-2006-0374 (TTM 7658);  
KB Home (Applicant)  
Bernabe & Cruz Aranda and Robert & Roberta Pratt (Owners)**

October 29, 2007

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Significant Environmental Impact	Mitigation Measure	Implementing Responsibility	Monitoring Responsibility	Timing
<p><b><u>Impact IV-e (tree preservation):</u></b>                      The project proposes removal of all trees identified on the site. Hayward's Tree Preservation Ordinance recommends that all "protected" trees be preserved or, if not feasible to be saved, to be replaced with "like-size, like-kind trees or an equal value tree or trees as determined by the City's Landscape Architect." The tree survey report indicates the value of all surveyed trees at \$28,200.</p>	<p><b><u>Mitigation Measure IV-e:</u></b> In accordance with Hayward's Tree Preservation Ordinance, any "protected" trees as defined by the City's Tree Preservation Ordinance that are to be removed as a result of the project shall be replaced with like-size, like-kind trees or trees equal in value to them, as determined by the City's Landscape Architect. Also, if feasible through adjustments to location of roads, fences or buildings, the three off-site trees suggested for preservation must be protected during construction. Measures recommended by the project arborist to preserve those three trees, including installation of tree protection fencing, shall be implemented. Such measures will ensure impacts due to removal of protected trees are less than significant.</p>	<p>Project developers, including project landscape architect and contractor.</p>	<p>City of Hayward Planning Division, Engineering and Transportation Division and Building Division</p>	<p>Tree protection fencing: Prior to start of grading or construction.</p> <p>New trees planted: Prior to project finalization.</p>

Significant Environmental Impact	Mitigation Measure	Implementing Responsibility	Monitoring Responsibility	Timing
<p><b><u>Impact VI-aii (seismic ground shaking):</u></b> <i>The active Hayward fault is located 2.3 miles to the east of the site, which could result in substantial ground-shaking impacts at the project site during a major seismic event, which could result in loss of life and/or property. The project geotechnical consultant, TerraSearch, Inc., indicates in a preliminary geotechnical feasibility evaluation report dated March 21, 2005, that ground shaking impacts could be expected at the site.</i></p>	<p><b><u>Mitigation Measure VI-aii:</u></b> <i>Recommendations of the project geotechnical consultant, TerraSearch, Inc., shall be implemented, including those related to ground-motion parameters for use in structural design of buildings. Implementation of such measures will ensure such impacts are less than significant.</i></p>	<p>Project Developers, including project geotechnical consultant and grading and building contractors</p>	<p>City of Hayward Planning and Building Divisions</p>	<p>Plan review letter due prior to issuance of building permits; “as-built” letter due prior to project finalization and before framing inspections, confirming on-site observations by project geotechnical consultants were done.</p>
<p><b><u>Impact VI-aiii (liquefaction):</u></b> <i>The site could be subject to high liquefaction, which could result in damage to property or loss of life.</i></p>	<p><b><u>Mitigation Measure VI-aiii:</u></b> <i>A full geotechnical evaluation shall be conducted and submitted for review and approval prior to issuance of building permits and if liquefaction is determined to be probable, measures as recommended by the project geotechnical consultant shall be implemented. Such measures, such as special foundation construction, will reduce the significance of liquefaction-related impacts to a level of insignificance.</i></p>	<p>Project Developers, including project geotechnical consultant and grading and building contractors</p>	<p>City of Hayward Planning and Building Divisions</p>	<p>Plan review letter due prior to issuance of building permits; “as-built” letter due prior to project finalization and before framing inspections, confirming on-site observations by project geotechnical consultants were done.</p>

Significant Environmental Impact	Mitigation Measure	Implementing Responsibility	Monitoring Responsibility	Timing
<p><b><i>Impact VI-d (expansive soils):</i></b>  <i>The site could be subject to highly expansive, near-surface soils, which could result in damage to property or loss of life.</i></p>	<p><b><i>Mitigation Measure VI-d:</i></b> <i>A full geotechnical evaluation shall be conducted and submitted for review and approval prior to issuance of building permits and if highly-expansive soils are determined to be present, measures, such as special foundation design and construction, as recommended by the project geotechnical consultant shall be implemented. Such measures will reduce the significance of impacts related to expansive soils to a level of insignificance.</i></p>	<p>Project Developers, including project geotechnical consultant and grading and building contractors</p>	<p>City of Hayward Planning and Building Divisions</p>	<p>Plan review letter due prior to issuance of building permits; “as-built” letter due prior to project finalization and before framing inspections, confirming on-site observations by project geotechnical consultants were done.</p>

Significant Environmental Impact	Mitigation Measure	Implementing Responsibility	Monitoring Responsibility	Timing
<p><b><u>Impact VII-b (hazardous materials):</u></b> <i>The site may contain buildings that may contain lead-based or asbestos-containing material hazards. Also, soil samples taken show elevated concentrations of arsenic and lead at the site off Saklan Road. Such materials are considered toxic and could negatively impact residents and workers in the area.</i></p>	<p><b><u>Mitigation Measure VII-b:</u></b></p> <p><i>I. A health-based and water quality clearance shall be obtained from either the State Department of Toxic Substance Control or the California Regional Water Quality Control Board (SF Bay Region), prior to start of grading or construction. If it is determined that remediation of soil and/or groundwater is necessary, oversight of one of these two agencies would be required.</i></p> <p><i>II. State-certified lead-based paint (LBP) and asbestos professional(s) shall be retained to perform a LBP and asbestos containing material (ACM) survey of structures for testing and confirmation of LBP and ACM within and around the structures, and if such surveys show the presence of such substances, remediation plans shall be developed and implemented, in accordance with State and Federal regulations.</i></p> <p><i>III. All domestic water wells and septic tanks and leach lines from the project site shall be destroyed and removed, in accordance with local, County and State regulations.</i></p> <p><i>IV. All abandoned vehicles, household items, refuse mechanical and/or landscaping tools, debris, etc., shall be properly removed from the site and disposed in accordance with local, County and State regulations.</i></p> <p><i>Such measure will ensure impacts related to hazards will be insignificant.</i></p>	<p>Project Developers, including project grading and construction contractors</p>	<p>I. Department of Toxic Substances Control or California Regional Water Quality Control Board</p> <p>II. Department of Toxic Substances Control and Hayward Fire Department – Hazardous Materials Division</p> <p>III. Alameda County Environmental Health Department</p> <p>IV. Hayward Fire Department – Hazardous Materials Division and Alameda County Environmental Health Department</p>	<p>Prior to start of grading or construction.</p> <p>For item II, prior to start of demolition of buildings.</p>

Significant Environmental Impact	Mitigation Measure	Implementing Responsibility	Monitoring Responsibility	Timing
<p><b><u>Impact VIII-a (water quality):</u></b>  <i>During construction and after project completion, there is the potential for erosion of exposed surfaces to enter the stormwater system, which could negatively impact water quality and violate water quality standards.</i></p>	<p><b><u>Mitigation Measure VIII-a: Per State regulations, a Notice of Intent (NOI), Storm Water Pollution Prevention Plan (SWPPP) and Stormwater Quality Protection Plan shall be prepared and submitted to the State for review and approval. These documents shall also be submitted along with the grading plans, erosion and sediment control plans and grading permit application for review and approval by the City. Grading and construction plans shall incorporate erosion and sedimentation control measures to be implemented during all phases of construction activities.</u></b></p> <p><i>The improvement plans for the project shall incorporate Best Management Practices (BMP's) designed in accordance with applicable provisions of the Alameda County Clean Water Program NPDES permit Section C.3, including the hydraulic sizing criteria, which will ensure that storm water runoff is treated prior to discharge from the site and that runoff rates are such that downstream impacts are reduced to the maximum extent practical (MEP). Such measures will ensure that water quality impacts are less than significant.</i></p>	<p>Project developers, including project designers and engineers, and grading and construction contractors</p>	<p>San Francisco Bay Regional Water Quality Control Board, Hayward Public Works Department and Hayward grading inspector consultant</p>	<p>Approvals of plans to be obtained prior to issuance of grading permits; requirements of plans to be implemented throughout project construction and confirmed prior to project finalization</p>

Significant Environmental Impact	Mitigation Measure	Implementing Responsibility	Monitoring Responsibility	Timing
<p><b><u>Impact XI-a (exposure of persons to noise):</u></b> <i>The front porches of the housing units fronting Saklan Road and Eden Avenue could be exposed to decibel levels that exceed the outdoor noise thresholds found normally acceptable for single-family residential development.</i></p>	<p><b><u>Mitigation Measure XI-a:</u></b> <i>Sound-reducing measures shall be incorporated in project design so that outdoor spaces for the two impacted units would comply with the City's outdoor noise standards for single-family residential development. Such measures will reduce noise impacts to levels of insignificance.</i></p>	<p>Project developers, including project architect, sound consultant and contractors</p>	<p>Hayward Planning and Building Divisions</p>	<p>Measures to be shown on building plan sets, as confirmed by sound consultant.</p> <p>Measures shown on plans to be incorporated during construction of units, to be confirmed by Building Division inspectors.</p>

Significant Environmental Impact	Mitigation Measure	Implementing Responsibility	Monitoring Responsibility	Timing
<p><b><i>Impact XI-d (temporary construction noise):</i></b> The project could negatively impact nearby residents due to temporary excessive construction noise.</p>	<p><b><i>Mitigation Measure XI-d:</i></b> A Construction Noise Management Plan shall be prepared and implemented. Such plan must be approved by the City prior to issuance of grading permits and shall contain, at minimum, a listing of hours of construction operations (which shall be in accordance with the City's construction hours), use of mufflers on construction equipment, limitation of on-site speed limits, identification of haul routes to minimize travel through residential areas and identification of noise monitors. Specific noise management measures shall be included in appropriate contractor specifications. In addition, signs shall be posted along both Eden Avenue and Saklan Road which includes a contact name and phone number for noise complaints. Such measures will reduce temporary construction noise impacts to levels of insignificance.</p>	<p>Project developers, including project grading and construction contractors</p>	<p>Hayward Public Works Department. Planning and Building Divisions and Hayward Police Department</p>	<p>Construction Noise Management plan to be developed and approved prior to issuance of construction permits; measures to be implemented throughout project construction</p>



Linda S. Adams  
Secretary for  
Environmental Protection



## Department of Toxic Substances Control

Maureen F. Gorsen, Director  
700 Heinz Avenue  
Berkeley, California 94710-2721



Arnold Schwarzenegger  
Governor

November 27, 2007

Ms. Sara Buizer  
City of Hayward  
777 B Street  
Hayward, CA 94541

### **Mt. Eden – KB Home Phase II Project, Initial Study/Mitigated Negative Declaration**

Dear Ms. Buizer:

Thank you for the opportunity to comment on the *Mt. Eden – KB Home Phase II Project, Initial Study/Mitigated Negative Declaration* (SCH No. 2007102125). As you may be aware, the California Department of Toxic Substances Control (DTSC) oversees the cleanup of sites where hazardous substances have been released pursuant to the California Health and Safety Code, Division 20, Chapter 6.8. As a potential Responsible Agency, DTSC is submitting comments to ensure that the environmental documentation prepared for this project to address the California Environmental Quality Act (CEQA) adequately addresses any required remediation activities which may be required to address any hazardous substances release.

Based on limited soil sampling conducted at portions of the project site, it appears that shallow soils are impacted with lead and arsenic. Concentrations of lead were detected at levels equal that or slightly above the California Human Health Screening Levels (CHHSLs) for residential use. Arsenic was also detected at levels ranging from 5.5 milligrams per kilogram (mg/kg) to 9.4 mg/kg, but these levels may be consistent with regional background concentrations. Based on this information, a release may have occurred at this and other portions of the project site. Further sampling may be necessary to adequately determine the nature and extent of contamination at the site. Prior to additional sampling at the other locations, a work plan should be submitted to DTSC for review. Given that the proposed end use for the property is residential, more thorough characterization is necessary to address contamination in soils at the Site.

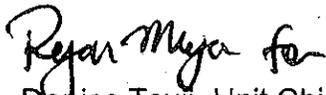
DTSC and the Regional Water Quality Control Boards (Regional Boards) signed a Memorandum of Agreement, March 1, 2005 (MOA) aimed to avoid duplication of efforts among the agencies in the regulatory oversight of investigation and cleanup activities at brownfield sites. Under the MOA, anyone requesting oversight from DTSC or a

Ms. Buizer  
November 27, 2007  
Page 2

Regional Board must submit an application to initiate the process to assign the appropriate oversight agency. The completed application and site information may be submitted to either DTSC or Regional Board office in your geographical area. The application is available at <http://www.calepa.ca.gov/brownfields/MOA/application.pdf>.

If you have any questions, please call Ed Gillera of my staff at (510) 540-3826 or email him at [egillera@dtsc.ca.gov](mailto:egillera@dtsc.ca.gov).

Sincerely,



Denise Tsuji, Unit Chief  
Northern California - Coastal Cleanup  
Operations Branch

cc: Governor's Office of Planning and Research  
State Clearinghouse  
P.O. Box 3044  
Sacramento, California 95814-3044

Guenther Moskat  
CEQA Tracking Center  
Department of Toxic Substances Control  
P.O. Box 806  
Sacramento, California 95812-0806

# DRAFT

HAYWARD CITY COUNCIL

RESOLUTION NO. 07-\_\_\_\_\_

Introduced by Council Member \_\_\_\_\_

*Mue*  
12/17/07

RESOLUTION ADOPTING THE MITIGATED  
NEGATIVE DECLARATION AND RELATED  
MITIGATION MONITORING AND REPORTING  
PROGRAM AND APPROVING ZONE CHANGE  
APPLICATION NO. PL-2006-0375 PD,  
PRELIMINARY DEVELOPMENT PLAN AND  
TENTATIVE TRACT MAP PL-2006-0374 TTM 7658

WHEREAS, Zone Change Application No. PL-2006-0375 and Tentative Tract Map PL-2006-0374 TTM 7658 of KB Home of South Bay, Inc., (Applicant) and Bernabe and Cruz Aranda and Robert and Roberta Pratt (Property Owners) concerns a request to change the zoning from Medium Density Residential (RM) District to Planned Development (PD) District and to subdivide 1.5 acres to develop 22 single-family residences located between Eden Avenue and Saklan Road, southerly of Middle Lane in the Mt. Eden area (the Project); and

WHEREAS, the Planning Commission voted (6-0) to recommend approval of the Project on December 13, 2007; and

WHEREAS, a Mitigated Negative Declaration has been prepared and processed in accordance with the City and state CEQA Guidelines; and

WHEREAS, on December 29, 2007, notice of public hearing was published in the Daily Review as required by law.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby finds and determines that:

## General

- A. The City Council has independently reviewed and considered the information contained in the initial study upon which the Mitigated Negative Declaration is based, certifies that the Mitigated Negative Declaration has been completed in compliance with the requirements of the California Environmental Quality Act, and finds that the Mitigated Negative Declaration reflects the independent judgment of the City of Hayward that the Project, as mitigated will have no significant impact on the environment, cumulative or otherwise.

## Zone Change

- B. The Project is in substantial harmony with the surrounding area and conforms to the General Plan and applicable City policies in that the Project is consistent with the General Plan designation of Medium Density Residential (8.7 to 17.4 units per net acre), since development is proposed at 14.6 units per net acre. Also, the Project will further the City's goal to provide ownership housing opportunities as expressed in the Housing Element of the General Plan and will help further the City's Housing Element policy by providing housing opportunities for all household income levels in that three of the units will be provided on-site for moderate income households. Surrounding development in the City consists of single-family residential development, and the Project is adjacent to, and consistent with, Phase I (Eden Pointe) of this development by KB Home.
- C. Streets and utilities, existing or proposed, are adequate to serve the Project, since the annexation of Phase I of the Mt. Eden area into Hayward will result in infrastructure and utility improvements that would be adequate to serve the development.
- D. The Project creates a residential environment of sustained desirability and stability, since the design and layout of the development involves a variety of single-family homes of high quality design that will not result in significant visual impacts as a result of required landscaping, architecture and colors consistent with the City's Design Guidelines. Sites proposed for public facilities, such as playgrounds and parks, are adequate to serve the anticipated population and are acceptable to the public authorities having jurisdiction thereon in that the Project, as conditioned, would provide opportunity for improvements of Greenwood Park and/or other parks in the area, which is supported by the Hayward Area Recreation and Park District. The Project will have no substantial adverse effect upon surrounding development in that it would be compatible with existing single-family development and would not generate significant traffic impacts.
- E. Any latitude or exception(s) to development regulations or policies is adequately offset or compensated for by providing functional facilities or amenities not otherwise required or exceeding other required development standards, in that the reduced minimum lot sizes and yard setbacks is offset by the proximity of a park immediately adjacent to the proposed development, which would provide open space and recreational opportunities for residents, and recommended Project conditions of approval would require the developer to pay the required in-lieu park fees for related improvements in Greenwood Park and/or other parks in the area. In addition, the developer has agreed to pay additional fees totaling \$117,000, which is the approximate cost of developing 1,400 square-feet of park area, in exchange for the elimination of group open space within the Project. Finally, the reduced parking ratio is reflective of the small-lot design and is consistent with other similar small-lot developments approved recently in Hayward and in the area.

Tentative Tract Map 7658

- F. The tentative tract map substantially conforms to the State Subdivision Map Act, the City's Subdivision Regulations, the General Plan, and the City's Zoning Ordinance.
- G. The site is physically suitable for the proposed type of development.
- H. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
- I. The design of the subdivision and the proposed improvements are not likely to cause serious health problems.
- J. Existing streets and utilities are adequate to serve the project.
- K. None of the finding set forth in Section 64474 of the Subdivision Map Act have been made.

BE IT FURTHER RESOLVED that, based on the above findings, the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program is hereby adopted and Zone Change Application No. PL-2006-0375, Preliminary Development Plan and Tentative Tract Map PL-2006-0374 TTM 7658, are hereby approved, subject to the adoption of the companion ordinance and the attached conditions of approval.

IN COUNCIL, HAYWARD, CALIFORNIA \_\_\_\_\_, 2007

ADOPTED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS:  
MAYOR:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ATTEST: \_\_\_\_\_  
City Clerk of the City of Hayward

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney of the City of Hayward

# DRAFT

ORDINANCE NO. 08-

*mal*  
*12/18/07*

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF CHAPTER 10, ARTICLE 1 OF THE HAYWARD MUNICIPAL CODE BY REZONING PROPERTY LOCATED BETWEEN EDEN AVENUE AND SAKLAN ROAD SOUTHERLY OF MIDDLE LANE (APN NOS. 441-0087-029-03, 441-0087-004-02, AND 441-0087-003-02) FROM MEDIUM DENSITY RESIDENTIAL (RM) DISTRICT TO PLANNED DEVELOPMENT (PD) DISTRICT AND TO SUBDIVIDE 1.5 ACRES PURSUANT TO ZONE CHANGE APPLICATION NO. PL-2006-0375

THE CITY COUNCIL OF THE CITY OF HAYWARD DOES ORDAIN AS FOLLOWS:

Section 1. The Zoning District Map of Chapter 10, Article 1 of the Hayward Municipal Code is hereby amended by rezoning certain property located between Eden Avenue and Saklan Road southerly of Middle Lane (APN Nos. 441-0087-029-03, 441-0087-004-02, and 441-0087-003-02) from Medium Density Residential (RM) District to Planned Development (PD) District and to subdivide 1.5 acres to develop 22 single-family residences pursuant to zone change application no. PL-2006-0375.

Section 2. In accordance with the provisions of section 620 of the City Charter, this ordinance shall become effective immediately upon adoption.

INTRODUCED at a regular meeting of the City Council of the City of Hayward, held the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by Council Member \_\_\_\_\_.

ADOPTED at a regular meeting of the City Council of the City of Hayward held the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by the following votes of members of said City Council.

AYES: COUNCIL MEMBERS:  
MAYOR:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

APPROVED: \_\_\_\_\_  
Mayor of the City of Hayward

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk of the City of Hayward

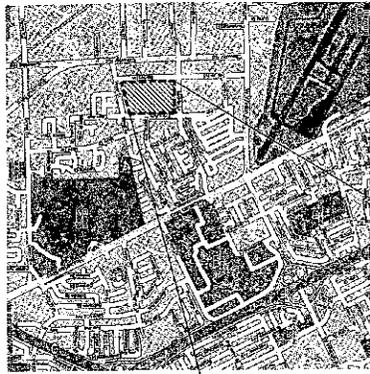
APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney of the City of Hayward

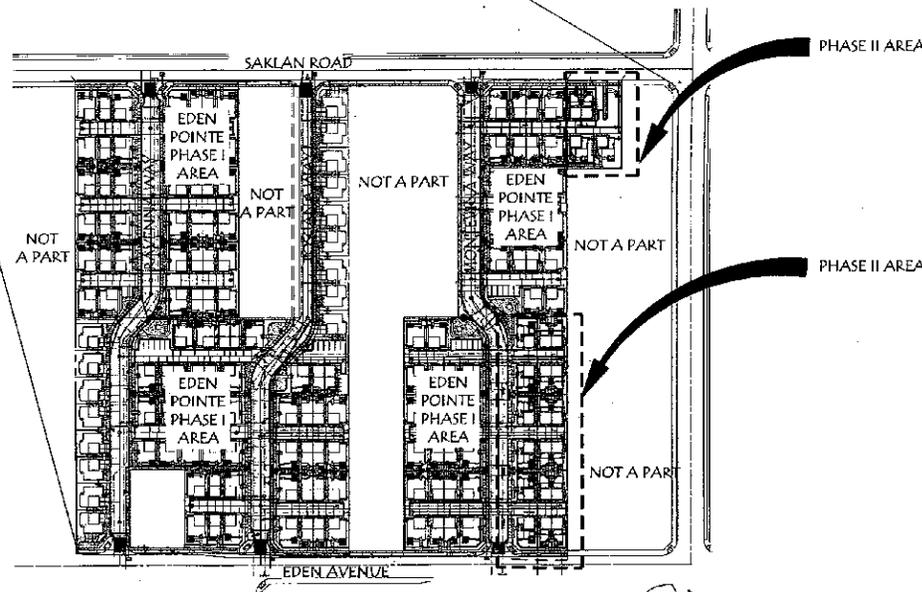
# Eden Pointe

Hayward, California

## Phase II Preliminary Landscape Plans



VICINITY MAP  
SCALE: NTS



SITE MAP  
SCALE: 1" = 100'



August 24, 2007

### SHEET SCHEDULE

PRELIMINARY LANDSCAPE PLAN	L-1
PRELIMINARY LIGHTING PLAN	L-2
PRELIMINARY HYDROZONE PLAN	L-3
CONSTRUCTION DETAILS	L-4
CONSTRUCTION DETAILS	L-5
CONSTRUCTION DETAILS	L-6
CONSTRUCTION DETAILS	L-7



KB Home South Bay Inc.  
6700 Koll Center Parkway, Suite 200  
Pleasanton, California 94566  
Office: (925) 750-1700  
Facsimile: (925) 750-1800

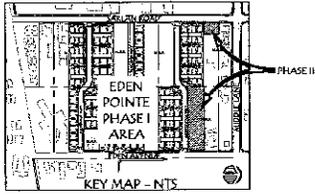
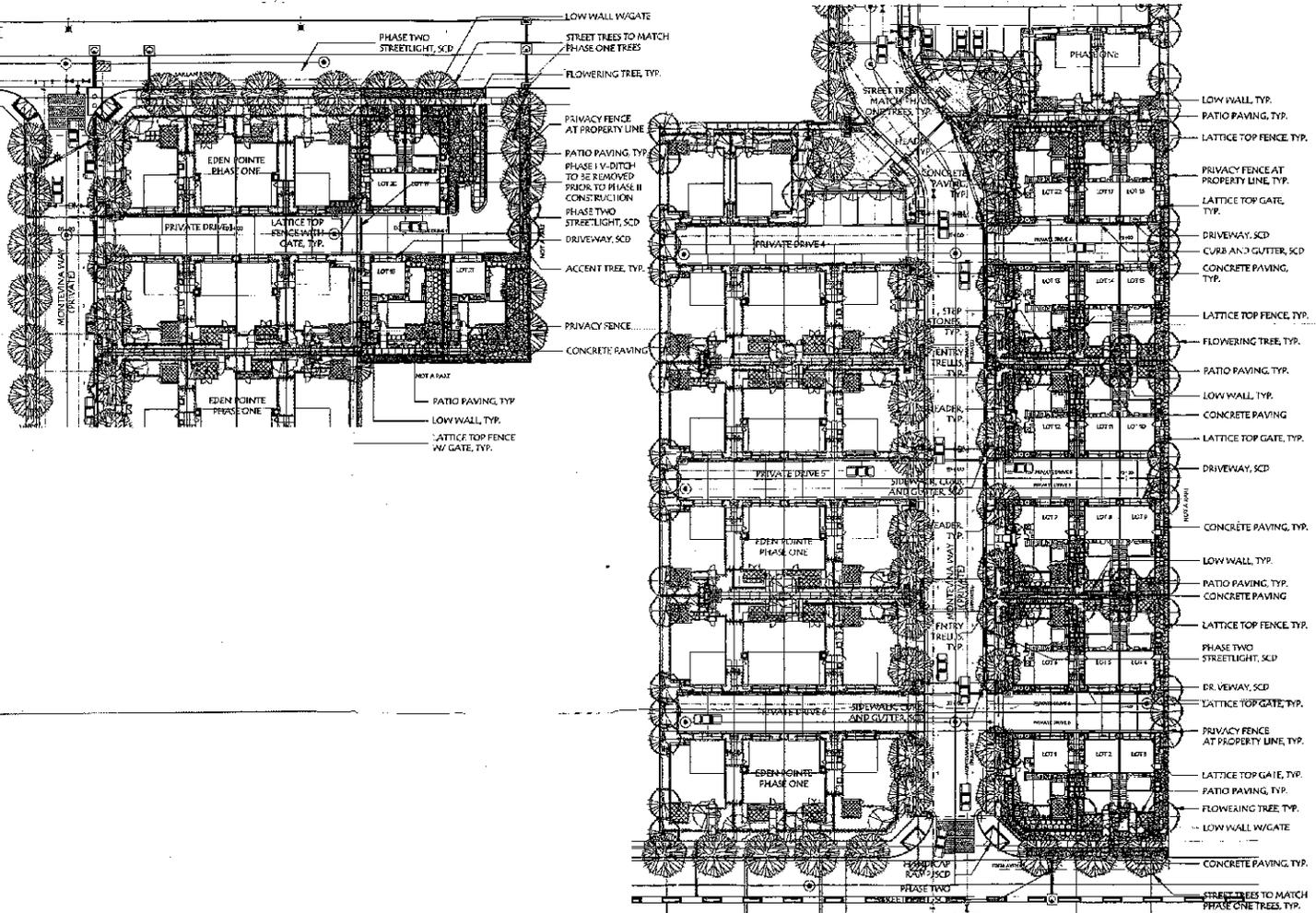


RANDALL PLANNING & DESIGN INC.  
Landscape Architecture \* Golf Facilities  
Site and Environmental Planning  
1426 N. Broadway Suite 200  
Walnut Creek, California 94594  
Office: (925) 934-8002  
Facsimile: (925) 934-8033

**PLANT LIST**

KEY	SIZE	BOTANICAL NAME	COMMON NAME	COMMENTS/SPACING
<b>TREES</b>				
AP	24" box	Aspen 'Crimson Queen'	Aspen Maple	Accent Tree
AS	24" box	Aspen 'Tall Sunset'	Red Smart Maple	Interior Street
CS	24" box	Carpinus sempervirens	Italian Cypress	Accent Tree/Screen Tree
CT	24" box	Carya myricifolia	Cape Myrtle	Flowering Tree
IT	24" box	Laportea linearis 'Treasurer'	Southern Magnolia	Accent Tree/Screen Tree
MC	24" box	Magnolia g. Samard 'Serenade'	Chinese Pistache	Interior Street
PC	24" box	Pinus b. chloraster	Royal Palm/Flam	Accent Tree
PK	24" box	Pinus c. Foster 'Vanguard'	Candle Tree Oak	Eden & Edin
QA	24" box	Quercus garbinifolia	Little Leaf Linden	Interior Street
TC	24" box	Tilia cordata		
<b>SHRUBS</b>				
AG	5 gal.	Agave 'Queen Anne's'	Ed. of the Hills	30" o.c.
BM	5 gal.	Berberis 'Green Broom'	Agave/Broomwood	30" o.c.
BD	5 gal.	Buddleia 'Harlequin'	Purple Butterfly Bush	50" o.c.
DB	5 gal.	Doronic bicolor	Forgetful Lily	30" o.c.
DT	5 gal.	Diastema 'Petal'	Flame Dahlia	30" o.c.
HS	5 gal.	Hebe 'Sally de Oro'	Sally de Oro Daylily	24" o.c.
LD	5 gal.	Lavandula 'Dino Giant'	Orchid Lavender	24" o.c.
LR	5 gal.	Loropetalum 'Rosalba'	Loropetalum	30" o.c.
MR	5 gal.	Myrica aspera	Sham Grass	30" o.c.
MP	1 gal.	Manisotia pulchra	Purple Manisotia Grass	24" o.c.
MT	1 gal.	Manisotia ovata	Manisotia Feather Grass	24" o.c.
NR	5 gal.	Nerium domestica	Heavenly Hibiscus	30" o.c.
OB	5 gal.	Origanum 'Ballena'	Irish Hawthorn	30" o.c.
OD	5 gal.	Origanum 'Coffinwood Insigne'	Rainbow	24" o.c.
RM	5 gal.	Rosa 'Medieval Rose'	Rose	24" o.c.
PT	5 gal.	Philadelphus 'Silver Snow'	Silver Snow Philadelphus	36" o.c.
PH	5 gal.	Phlox 'Blue'	Blue Phlox	36" o.c.
TV	1 gal.	Tillandsia violacea	Society Candle	30" o.c.
VT	5 gal.	Viburnum 'Spring Bouquet'	Japanese Quince	36" o.c.
ZL	5 gal.	Zelkova serrata	Zelkova	30" o.c.
<b>GROUNDCOVERS &amp; VINES</b>				
CS	1 gal.	Cornus ovata	Seymour Redwood	30" o.c.
EX	1 gal.	Empetrum nigrum	Black Raspberry	24" o.c.
LS	1 gal.	Lonicera spicata	Oregon Grape	18" o.c.
MP	1 gal.	Monarda spicata	Chester	18" o.c.
ST	1 gal.	Stachys recta	Spice Bush	18" o.c.
VM	1 gal.	Vincetoxicum	Periwinkle	18" o.c.
VP	5 gal.	Vitis rotundifolia	Chateau Vines	18" o.c.
SOC	500	Solidago	Blackberry	Non-Native

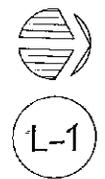
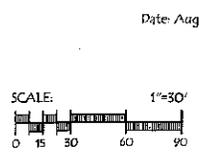
- NOTES**
1. ALL METERS AND OTHER UTILITIES SHALL BE SCREENED FROM VIEW WITH A SOLID HEDGE OF EVERGREEN SHRUBS IN ALL LOCATIONS.
  2. ALL STREET TREES SHALL BE INSTALLED WITH ROOT BARRIERS AND TRUNK GUARDS AS NECESSARY.
  3. LANDSCAPE ARCHITECT SHALL FIELD LOCATE ALL TREES ON SITE. NOTIFY LANDSCAPE ARCHITECT 48 HOURS PRIOR TO INSTALLATION OF TREE PLANTING.
  4. GROUND COVER IS TO EXTEND UNDER ALL PLANTING AREAS.



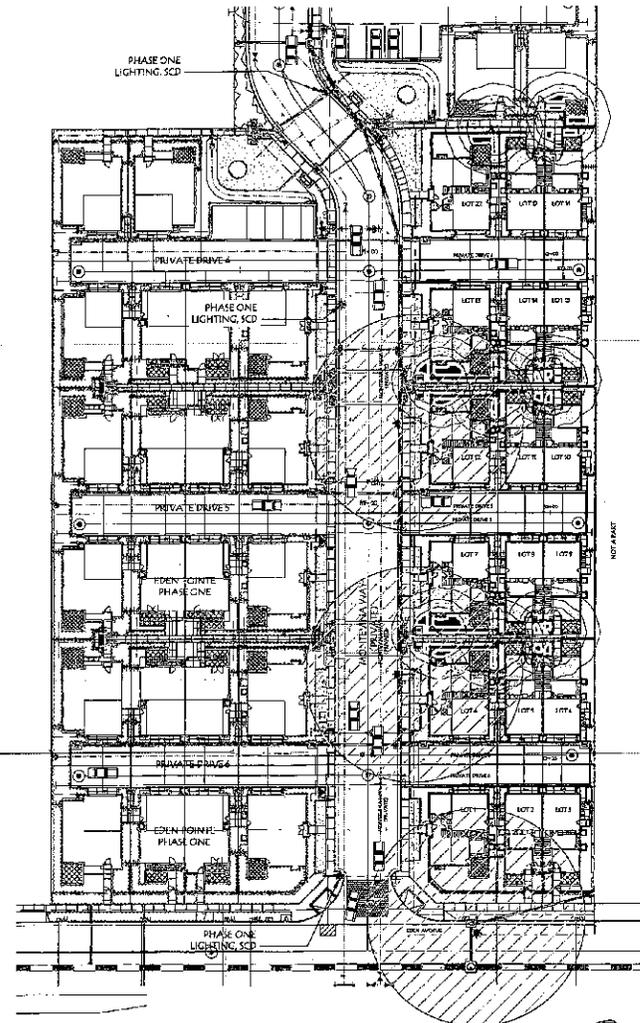
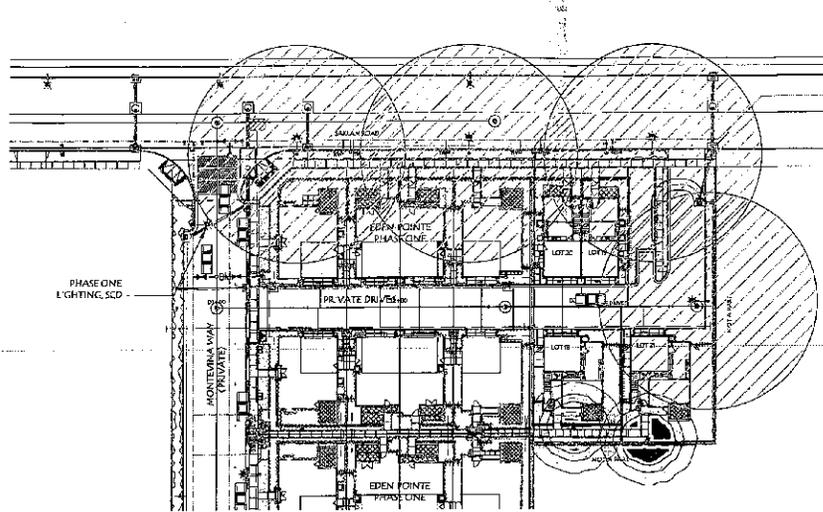
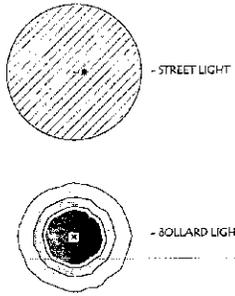
Preliminary Planting Plan  
 Phase II Preliminary Landscape Plans  
**Eden Pointe**  
 Hayward, California

**KB HOME**  
 KB Home South Bay Inc.  
 2760 Kofu Center Parkway, Suite 200  
 Fremont, California 94556  
 Office: (925) 750-1700  
 Facsimile: (925) 750-1800

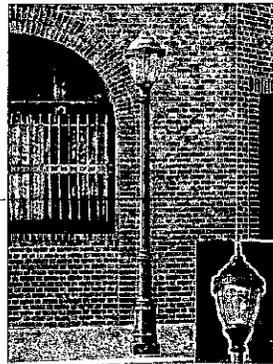
**RANDALL PLANNING & DESIGN INC.**  
 Landscape Architecture • Civil Facilities  
 Site and Environmental Planning  
 1421 N. Broadway #170  
 Walnut Creek, California 94597  
 Office: (925) 938-9222  
 Facsimile: (925) 938-9222



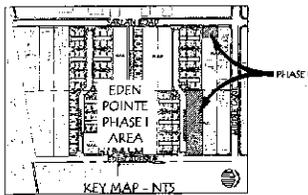
LIGHTING LEGEND



BOLLARD LIGHT IN PASEOS



STREET LIGHT



Preliminary Lighting Plan  
 Phase II Preliminary Landscape Plans  
 Eden Pointe  
 Hayward, California

**KB HOME**  
 KB Home South Bay Inc.  
 2700 East Center Parkway, Suite 200  
 Pleasanton, California 94566  
 Office: (925) 750-1700  
 Fax: (925) 750-1800

**RANDALL PLANNING & DESIGN INC.**  
 Landscape Architecture • Golf Facilities  
 Site and Environmental Planning  
 12118 Avenida Santa Rita  
 Walnut Creek, California 94597  
 Phone: (925) 938-1800

Date: August 24, 2007



L-2

**LANDSCAPE ZONES**

-  A LAWN W/ SPRAY IRRIGATION
-  B ORNAMENTAL TREES W/ BUZZLER IRRIGATION-MEDIUM WATER USE

**IRRIGATION NOTES:**

1. The irrigation shall be designed to separately circuit the different zones high, medium, and low water needs.
2. The irrigation system shall have a rain fall sensing device to avoid operation of the system during periods of increased rainfall.
3. The heads used shall be matched precipitation sprinklers.

**LANDSCAPE WATER USE STATEMENT**

Project Name: Eden Pointe (Dutra Properties)

Project Address: Hayward, California

**PART ONE Landscape Water Allowance**

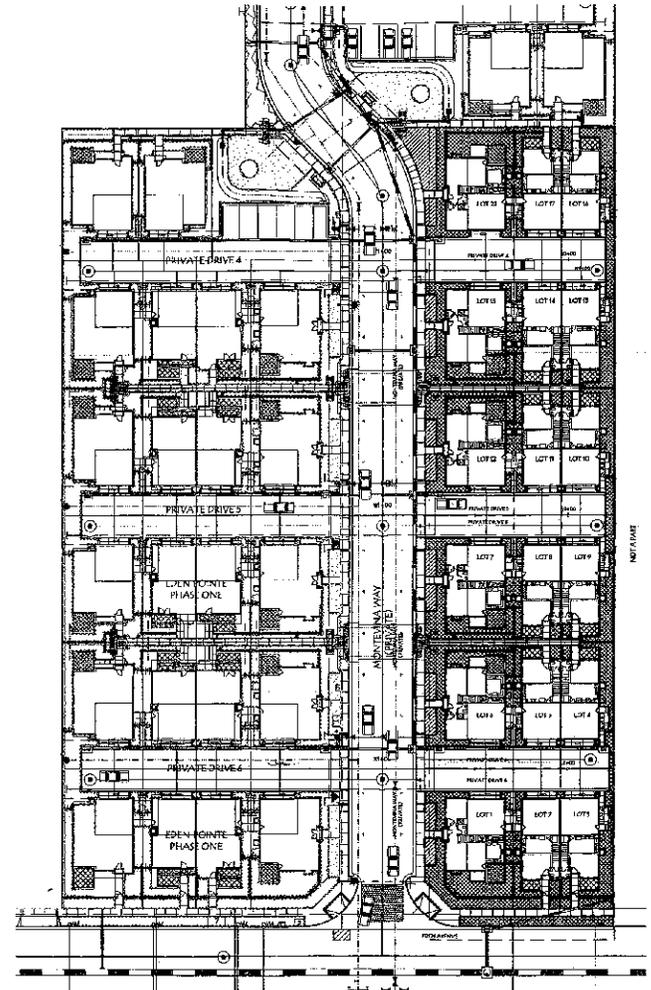
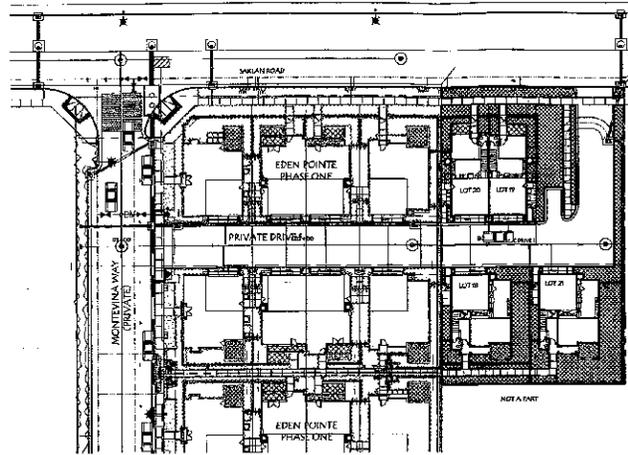
Total Irrigated Landscaped Area 18,046  
(square feet) x 20.8

Landscapes Water Allowance 375,357  
(Gallons per Year)

**PART TWO Estimated Landscape Water Use**

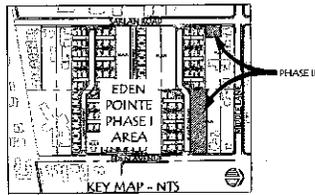
$$*ELWU = \frac{LZ \times PF \times 26}{IE}$$

Landscape Zone	Area (LZ) (square feet)	Plant Factor (PF)	Irrigation Efficiency (IE)	ELWU (gallons/yr.)
A	1,441	0.7	.625	41,962
B	16,605	0.5	0.95	253,959
<b>Total</b>	<b>18,046</b>			<b>TOTAL WATER USE - 295,921 (gal./yr.)</b>



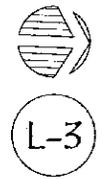
**KB HOME**  
KB Home South Bay Inc.  
8783 East Center Parkway, Suite 200  
Pacifica, California 94456  
Office: (925) 750-1723  
Facsimile: (925) 750-1803

**RANDALL PLANNING & DESIGN INC.**  
Landscape Architecture • Civil Engineer  
Site and Environmental Planning  
1471 N. Broadway Blvd. #20  
Hayward, California 94541  
Office: (925) 434-2525  
Facsimile: (925) 434-2525



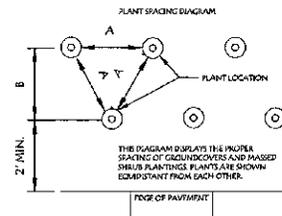
Preliminary Hydrozone Plan  
Phase II Preliminary Landscape Plans  
**Eden Pointe**  
Hayward, California

Date: August 24, 2007

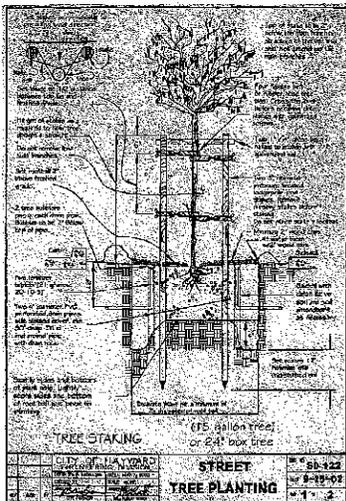


PLANT QUANTITY CHART

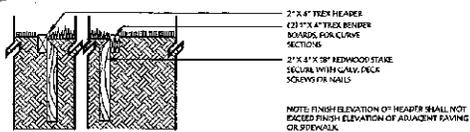
A	B	PLANTS PER SF
4" O.C.	3.00"	4.40
6" O.C.	4.99"	2.60
8" O.C.	7.99"	1.79
10" O.C.	10.00"	1.55
12" O.C.	15.00"	0.74
18" O.C.	20.00"	0.51
24" O.C.	30.00"	0.39
30" O.C.	35.00"	0.31
36" O.C.	40.00"	0.28
42" O.C.	45.00"	0.25
48" O.C.	50.00"	0.23
54" O.C.	55.00"	0.21
60" O.C.	60.00"	0.19
66" O.C.	65.00"	0.18
72" O.C.	70.00"	0.17



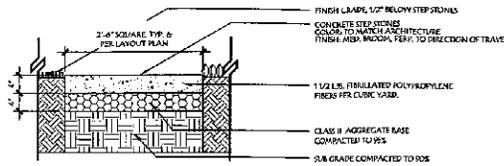
1 PLANT SPACING  
N.T.S.



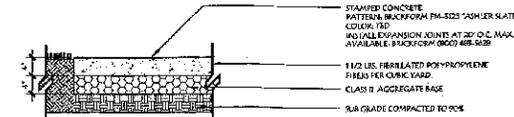
2 TREE GUYING DETAIL (15 GAL/24" BOX)  
N.T.S.



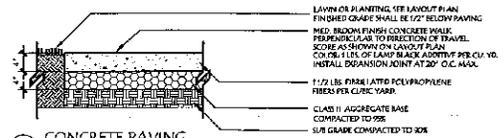
3 HEADER  
SCALE: 1"=1'-0"



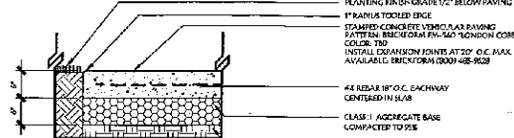
4 CONCRETE STEP STONES  
SCALE: 1"=1'-0"



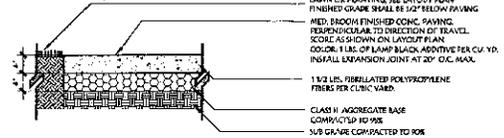
9 ENHANCED PAVING  
SCALE: 1"=1'-0"



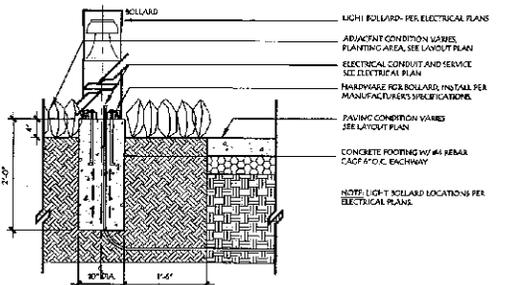
5 CONCRETE PAVING  
SCALE: 1"=1'-0"



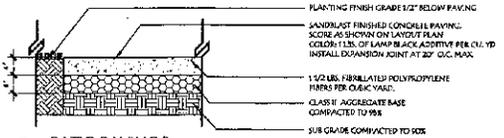
10 ENHANCED VEHICULAR PAVING (AT CROSSWALKS)  
SCALE: 1"=1'-0"



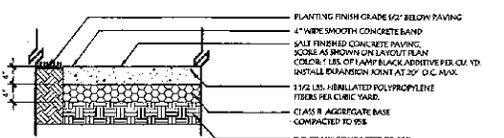
6 PATIO PAVING A  
SCALE: 1"=1'-0"



11 LIGHT BOLLARD (IN PLANTING)  
SCALE: 1"=1'-0"



7 PATIO PAVING B  
SCALE: 1"=1'-0"



8 PATIO PAVING C  
SCALE: 1"=1'-0"

Construction Details  
Phase II Preliminary Landscape Plans

Eden Pointe  
Mayward, California

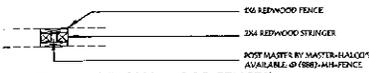
Date: August 24, 2007

**KB HOME**  
KB Home South Bay Inc.  
5700 Kof Center Parkway, Suite 200  
Pleasanton, California 94566  
Office: (925) 780-1700  
Facsimile: (925) 726-1800

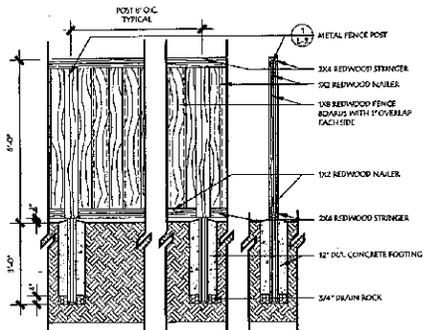
**RANDALL PLANNING & DESIGN INC.**  
Landscape Architecture • Civil • Utilities  
Site and Environmental Planning  
14214 Broadway Blvd., Suite 100  
Hayward, CA 94541  
Office: (510) 534-8822  
Facsimile: (510) 534-8822



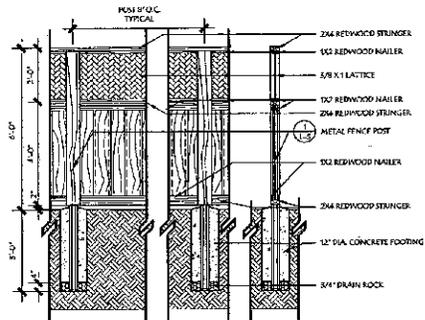
L-4



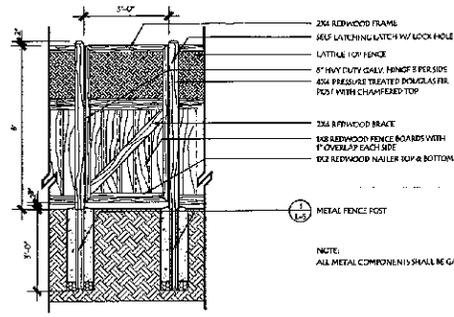
1 METAL FENCE POST (ALL WOOD FENCES)  
SCALE: 1/4"=1'-0"



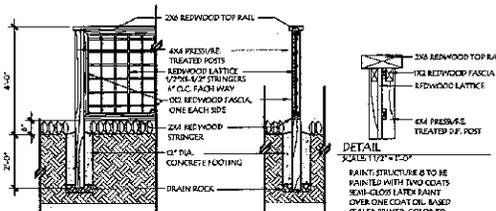
2 PRIVACY FENCE  
SCALE: 1/2"=1'-0"



3 LATTICE TOP FENCE  
SCALE: 1/2"=1'-0"



4 LATTICE TOP GATE  
SCALE: 1/2"=1'-0"



5 UTILITY SCREEN  
SCALE: 1/2"=1'-0"

**KB HOME**  
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Pleasanton, California 94566  
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Facsimile: (925) 750-1800

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1425 N. Broadway Suite 200  
Hayward, CA 94541  
Office: (510) 948-8772  
Home: (510) 948-8772

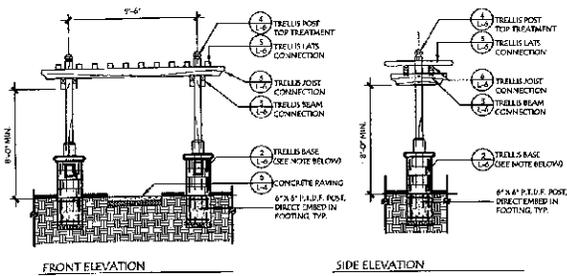
## Construction Details Phase II Preliminary Landscape Plans

Eden Pointe  
Hayward, California

Date: August 24, 2007



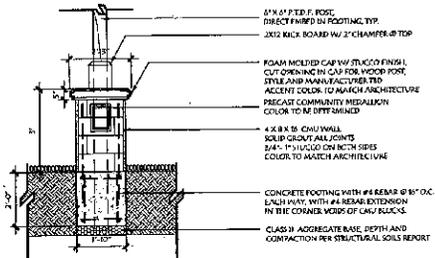
L-5



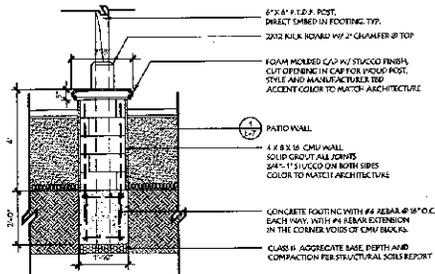
FRONT ELEVATION

SIDE ELEVATION

1 ENTRY TRELLIS (@ PASEO)  
SCALE: 1/4"=1'-0"



A TRELLIS BASE @ PASEO ENTRY



B TRELLIS BASE @ PATIO WALL

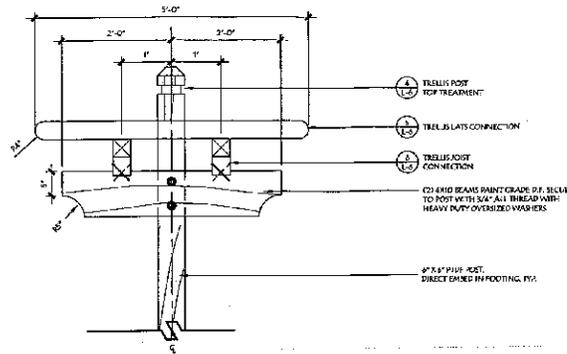
2 TRELLIS BASE  
SCALE: 1/2"=1'-0"



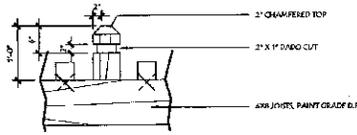
KB Home South Bay Inc.  
4700 103rd Avenue, Suite 200  
Pleasanton, California 94566  
Office: (925) 750-1700  
Reseller: (925) 750-1800



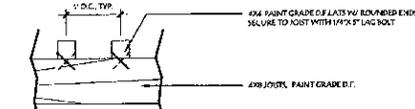
RANDALL PLANNING & DESIGN INC.  
Consulting Architects • Civil Engineers  
Site and Environmental Planning  
1422 N. Broadway Suite 200  
Walrus Cove, California 94593  
Office: (925) 948-8000  
Reseller: (925) 948-8000



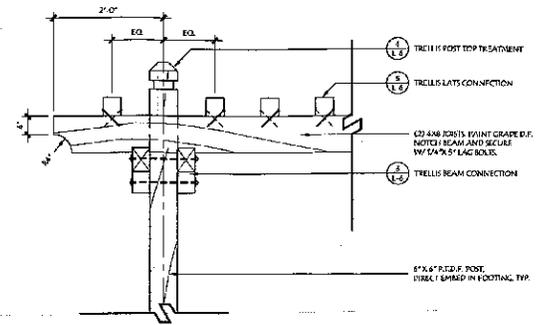
3 TRELLIS BEAM CONNECTION  
SCALE: 1"=1'-0"



4 TRELLIS POST TOP TREATMENT  
SCALE: 1"=1'-0"



5 TRELLIS LATS CONNECTION  
SCALE: 1"=1'-0"



6 TRELLIS JOIST CONNECTION  
SCALE: 1"=1'-0"

NOTES: TRELLIS CONSTRUCTION

1. ALL METAL COMPONENTS SHALL BE HOT DIPPED GALVANIZED (H.D.G.).
2. ALL EMBEDDED WOOD COMPONENTS SHALL PRESSURE TREATED DOUGLAS FIR (P.T.D.F.).
3. ALL OTHER WOOD COMPONENTS SHALL BE PAINT GRADE DOUGLAS FIR.
4. ALL PAINTED COMPONENTS SHALL BE PAINTED PRIOR TO ASSEMBLY W/ 2 COATS PRIMER AND 2 COATS PAINT. COLOR TO BE DETERMINED BY OWNER.
5. TRELLIS BASE SHALL BE 3" (H) @ PASEO ENTRY AND 4" (H) @ PATIO WALLS.

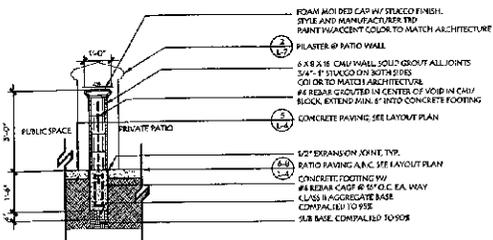
Construction Details  
Phase II Preliminary Landscape Plans

Eden Pointe  
Hayward, California

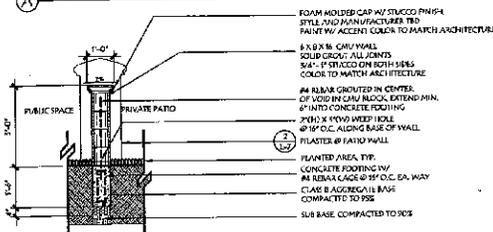
Date: August 24, 2007



L-6

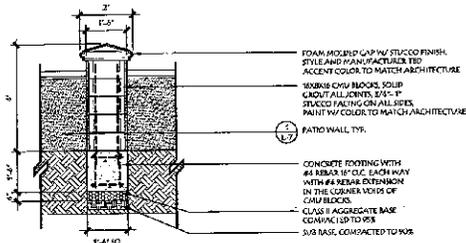


**A** PATIO WALL @ PAVED AREAS

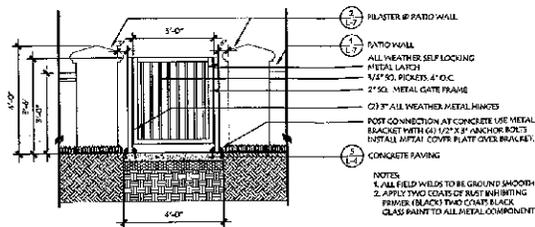


**B** PATIO WALL @ PLANTED AREAS

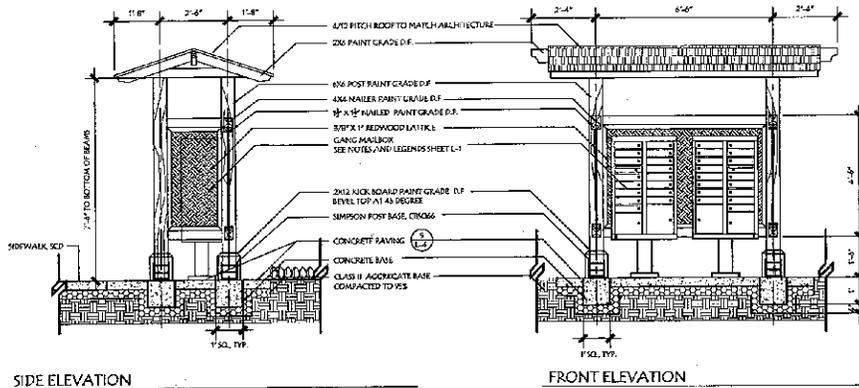
**1** PATIO WALL  
SCALE: 1/2" = 1'-0"



**2** PILASTER @ PATIO WALL  
SCALE: 1/2" = 1'-0"



**3** METAL PICKET GATE (@ EDEN & SAKLAN FRONTAGE)  
SCALE: 1/2" = 1'-0"



**4** GANG MAILBOX ENCLOSURE  
SCALE: 1/2" = 1'-0"

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# Construction Details

## Phase II Preliminary Landscape Plans

Eden Pointe  
Hayward, California

Date: August 24, 2007



L-7



STREETSCAPE

DRAWING INDEX	
A0.00	TITLE SHEET/ STREETSCAPE
A0.01	SITE PLAN
A0.02	CLUSTER PLAN
<b>PLAN 3</b>	
A3.01	FIRST AND SECOND FLOOR PLAN 'A' ITALIAN
A3.02	EXTERIOR ELEVATIONS A,C,D
<b>PLAN 4</b>	
A4.01	FIRST AND SECOND FLOOR PLAN 'A' ITALIAN
A4.02	EXTERIOR ELEVATIONS A,C,D
<b>PLAN 5</b>	
A5.01	FIRST AND SECOND FLOOR PLAN 'A' ITALIAN
A5.02	EXTERIOR ELEVATIONS A,C,D



Title Sheet  
Streetscape

PROJECT NO: 464.008  
Date: 8-24-07  
RE-SUBMITAL

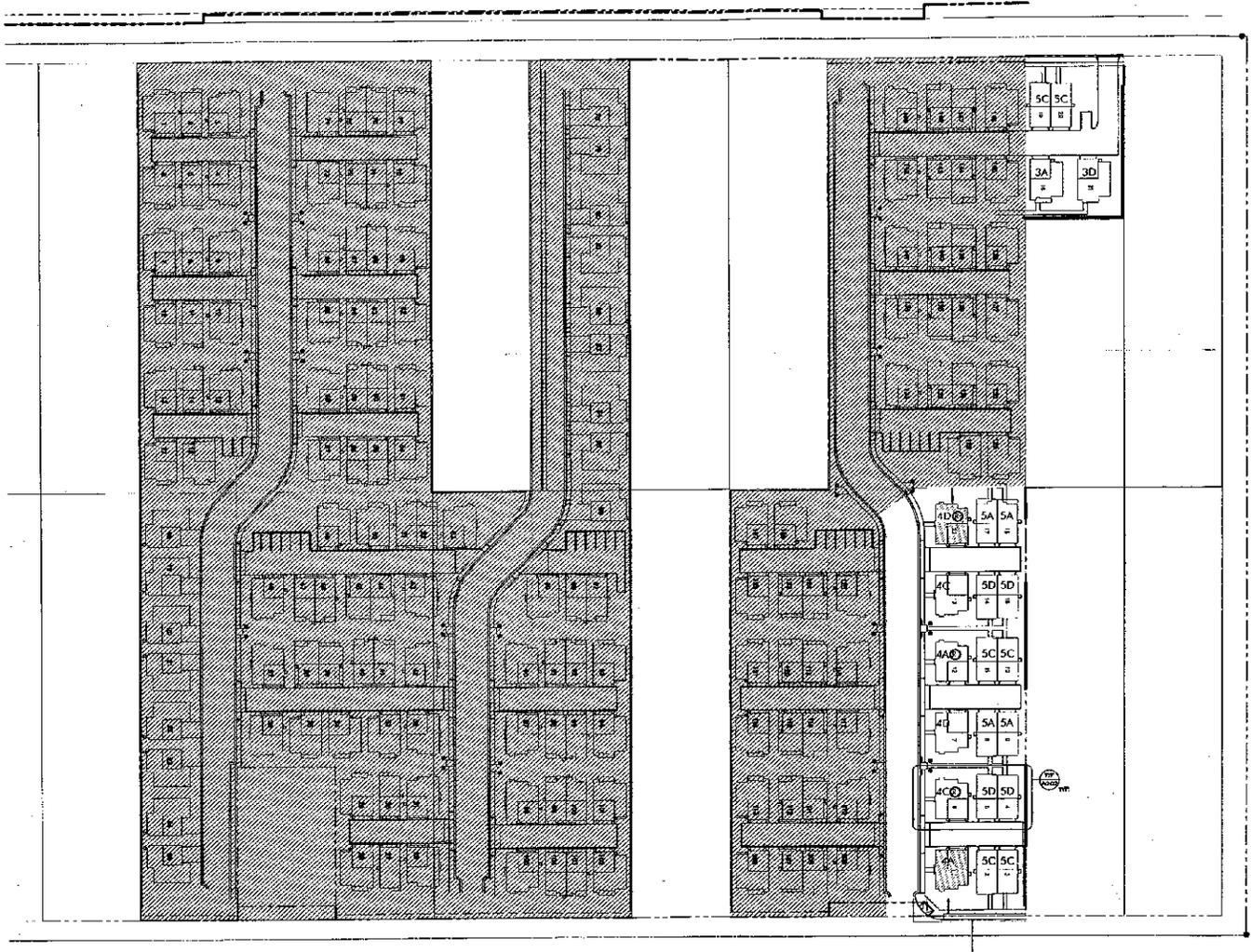
Mount Eden Phase 2 -  South Bay

Tract 7658

Hayward, CA

5865 Owens Drive  
Pacifica, CA 94586  
925.251.7200  
925.251.7201 Fax

**A0.00**



**A and C - Planning Data Summary**

LOT #	TOTAL LOT AREA (sq ft)	PLAN	FOOTPRINT (sq ft)	GROSS FLOOR AREA (sq ft)	% OF LOT COVERED BY STRUCTURE
1	3,584	4	1,247	2,621	0.56
2	1,952	5	814	1,775	0.47
3	2,031	5	814	1,775	0.48
4	1,773	5	814	1,775	0.52
5	3,392	5	1,247	2,621	0.54
6	1,302	4	1,247	2,621	0.57
7	1,773	5	814	1,775	0.52
8	2,031	5	814	1,775	0.49
9	2,031	5	814	1,775	0.48
10	2,031	5	814	1,775	0.48
11	1,773	5	814	1,775	0.52
12	3,392	4	1,247	2,621	0.54
13	3,392	4	1,247	2,621	0.57
14	1,773	5	814	1,775	0.52
15	2,031	5	814	1,775	0.48
16	2,107	5	814	1,775	0.43
17	1,550	5	814	1,775	0.56
18	3,628	5	1,247	2,621	0.54
19	1,980	5	814	1,775	0.48
20	1,980	5	814	1,775	0.48
21	3,024	5	1,247	2,621	0.41
22	3,797	4	1,247	2,621	0.53

UNIT	PLAN	ELEVATION	COLOR SCHEME	PHASE
1	A	A	B5	42
2	A	C	B4	42
3	B	C	B4	42
4	B	D	A2	41
5	B	D	C7	41
6	A&B	C	B4	41
7	A	D	B6	40
8	B	A	C8	40
9	B	A	A2	40
10	A	C	B4	39
11	B	C	B5	39
12	A&B	D	C8	39
13	A	D	A2	38
14	B	A	B6	38
15	B	A	C7	38
16	B	D	C8	38
17	B	D	C8	38
18	B	A	C8	38
19	B	C	B5	38
20	B	C	B4	38
21	B	D	A2	38
22	A&B	D	B6	38

**TOTAL PLAN TYPE SUMMARY**

PLAN	UNITS
PLAN 3	UNITS
PLAN 4	UNITS
PLAN 5	DUPLEX UNITS (14 GENERAL UNITS)
TOTAL	UNITS

**CODE COMPLIANCE**  
 OCCUPANCY GROUP: R-3 SINGLE FAMILY  
 A UNITS FEWERT DAMAGED  
 CONSTRUCTION TYPE: TYPE V, NON-BARRIED  
 ALL CONSTRUCTION SHALL COMPLY WITH LOCAL CODES AND ORDINANCES CURRENTLY IN FORCE WITH THE LOCAL JURISDICTION AND THE FOLLOWING CODE EDITIONS:

**REFERENCED CODES**  
 BUILDINGS: 2001 CALIFORNIA BUILDING CODE

- SITE PLAN LEGEND**
- ENHANCED ELEVATION
  - SURROUNDING SITE
  - REVERSED PLAN

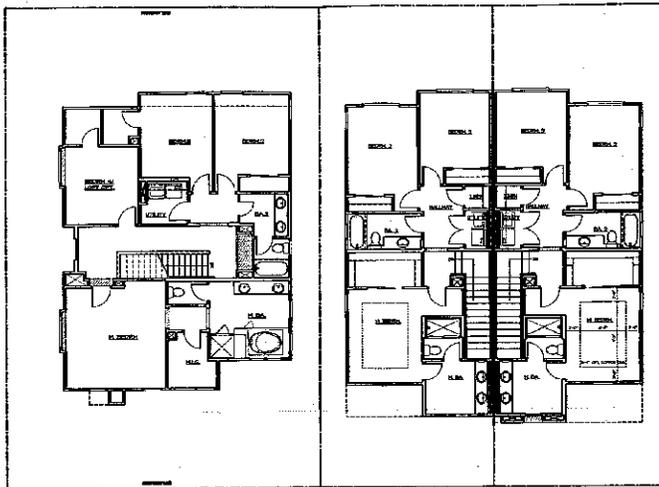


Mount Eden Phase 2 - South Bay  
 Hayward, CA

Tract 7658

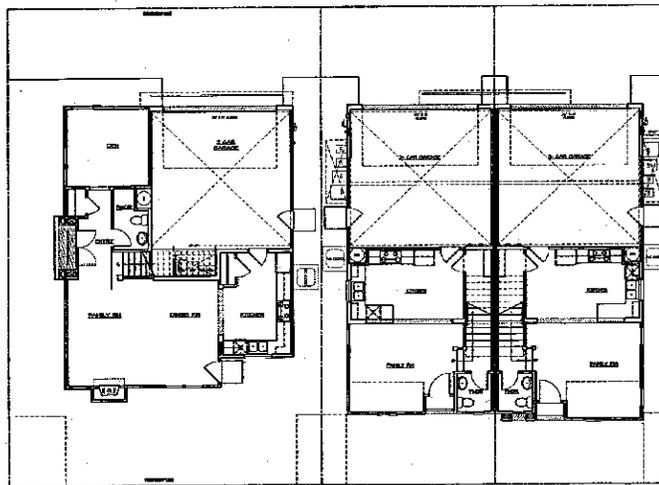
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 PROJECT NO: 484.008  
 Date: 8-24-07  
 RE SUBMITTAL  
 4665 Castro Drive  
 Pleasanton, CA 94588  
 925.251.7200  
 925.251.7201 Fax

A0.01



PLAN 4  
SECOND FLOOR

PLAN 5  
SECOND FLOOR    PLAN 5  
SECOND FLOOR



PLAN 4  
FIRST FLOOR

PLAN 5  
FIRST FLOOR    PLAN 5  
FIRST FLOOR



Cluster Plan 1

PROJECT NO. 464-009  
Date: 8-24-07  
RE-SUBMITTAL

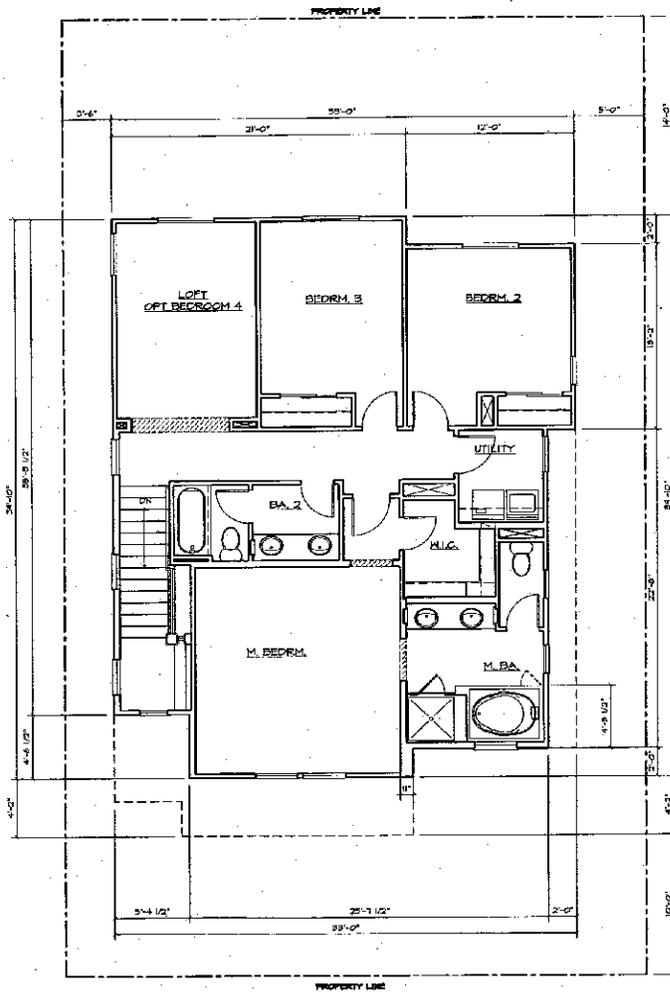
Mount Eden Phase 2 -  South Bay

Tract 7658

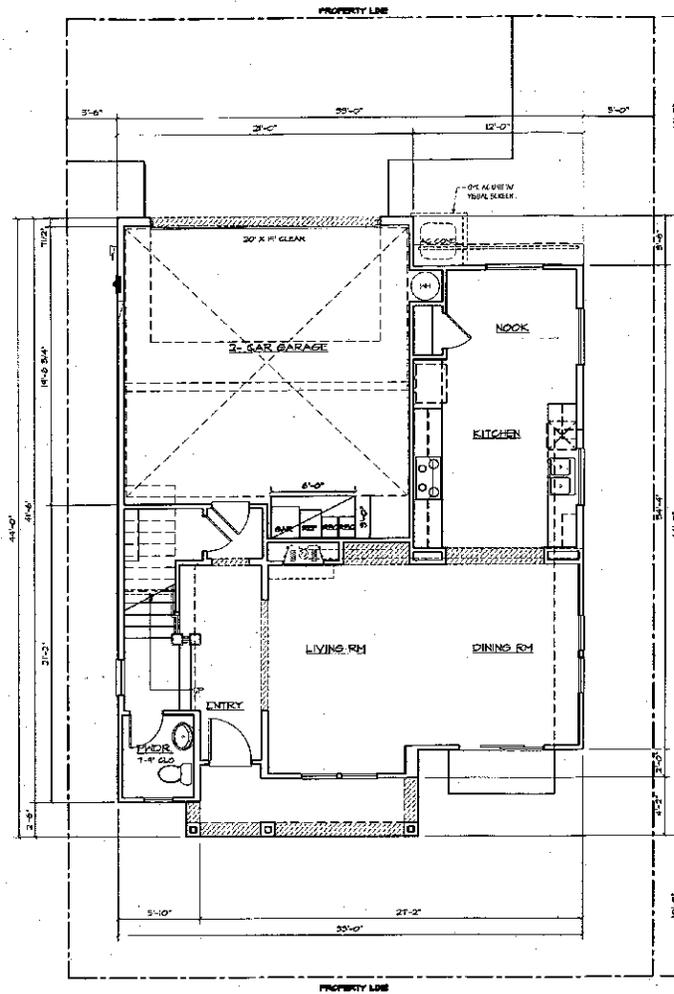
Hayward, CA

5845 Owens Drive  
Newport, CA 94588  
925.251.7200  
925.251.7291 Fax

A0.02

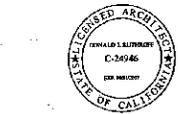


PLAN 3 SECOND FLOOR PLAN ELEVATION 'A' ITALIAN



PLAN 3 FIRST FLOOR PLAN ELEVATION 'A' ITALIAN

<b>PLAN 3</b>	
TOTAL LIVING AREA:	1998 sq. ft.
First Floor	801 sq. ft.
Second Floor	1197 sq. ft.
Garage	492 sq. ft.
Front	
Staircase A	71 sq. ft.
Staircase C	11 sq. ft.
Staircase D	11 sq. ft.



Plan 3  
First and Second  
Floor Plan

PROJECT NO: 454.008  
Date: 8/24/07  
RE-SUBMITTAL

Mount Eden Phase 2 -  South Bay  
Hayward, CA

Tract 7658

5845 Owens Drive  
Pleasanton, CA 94586  
925.251.7200  
925.251.7701 Fax

**A3.01**



PLAN 3 FRONT ELEVATION 'D', SPANISH



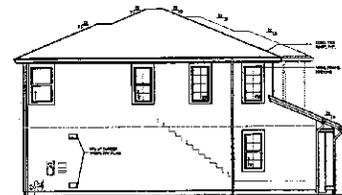
PLAN 3 FRONT ELEVATION 'C', TUSCAN



PLAN 3 REAR ELEVATION 'A', ITALIAN



PLAN 3 RIGHT SIDE ELEVATION 'A', ITALIAN



PLAN 3 LEFT SIDE ELEVATION 'A', ITALIAN



PLAN 3 FRONT ELEVATION 'A', ITALIAN



Plan 3  
Exterior Elevations  
A,C,D

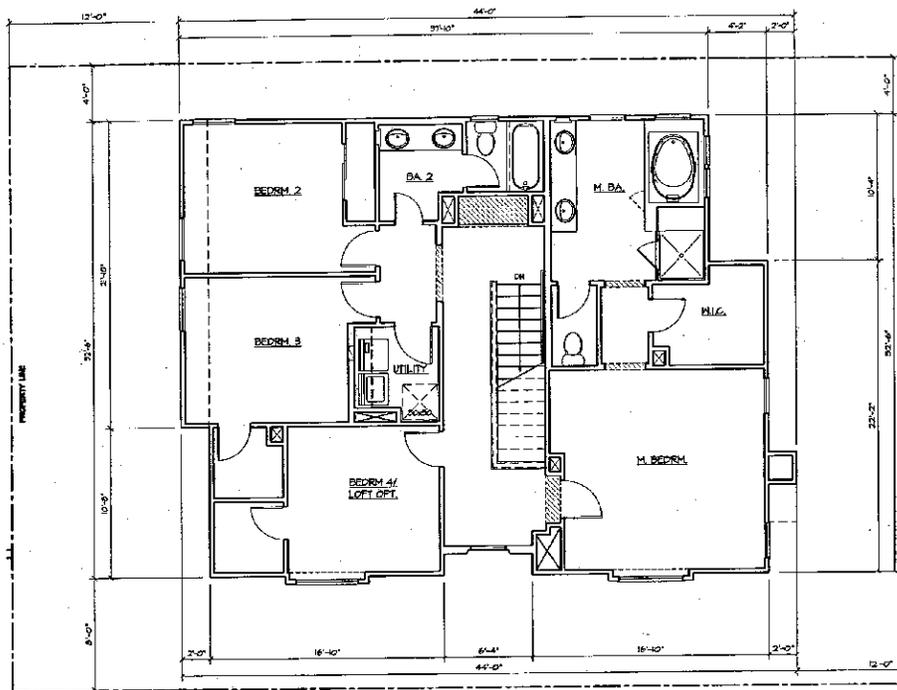
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Date: 9-24-07  
RE-SUBMITAL

Mount Eden Phase 2 -  South Bay  
Hayward, CA

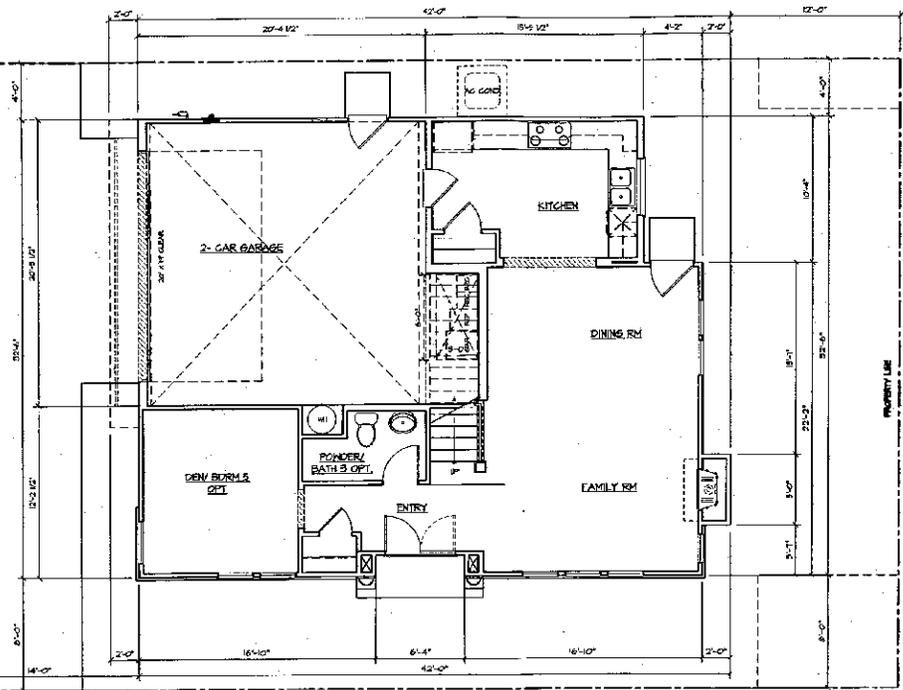
Tract 7658

5865 Owens Drive  
Pleasanton, CA 94588  
925.251.7700  
925.251.7701 Fax

A3.02



PLAN 4 SECOND FLOOR PLAN 'A', ITALIAN



PLAN 4 FIRST FLOOR PLAN 'A', ITALIAN



PLAN 4	
TOTAL LIVING AREA:	2101 sq. ft.
First Floor	827 sq. ft.
Second Floor	1274 sq. ft.
Garage	420 sq. ft.
Pool	
Decks/P.A.	18 sq. ft.
Decks/P.C.	15 sq. ft.
Decks/P.V.	18 sq. ft.



Plan 4  
First and Second  
Floor Plans

PROJECT NO: 444.008  
Date: 8-24-07  
RE-SUBMITAL

Mount Eden Phase 2 -  South Bay  
Hayward, CA

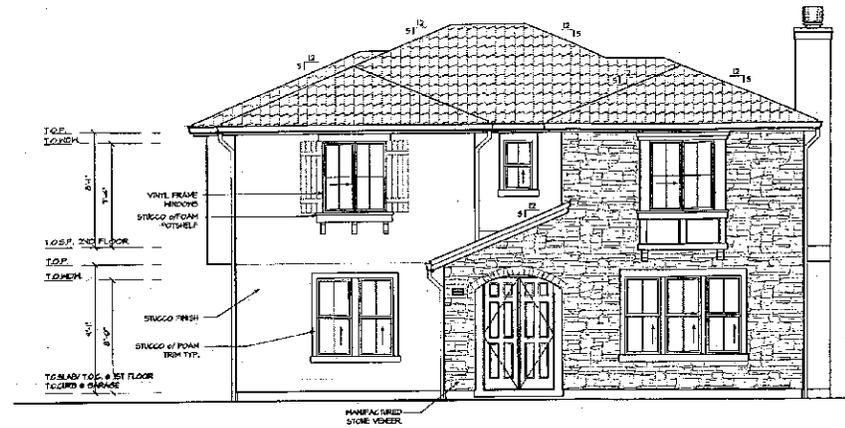
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5865 Overton Drive  
Pleasanton, CA 94588  
925.251.7200  
925.251.7201 Fax

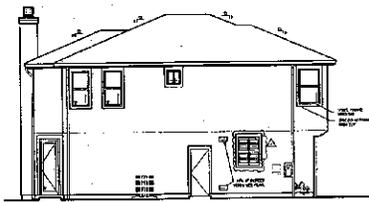
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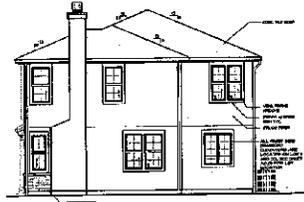
PLAN 4 FRONT ELEVATION 'D', SPANISH



PLAN 4 FRONT ELEVATION 'C', TUSCAN



PLAN 4 REAR ELEVATION 'A', ITALIAN



PLAN 4 RIGHT SIDE ELEVATION 'A', ITALIAN



PLAN 4 LEFT SIDE ELEVATION 'A', ITALIAN



PLAN 4 FRONT ELEVATION 'A', ITALIAN



Plan 4  
Exterior Elevations  
A,C,D

PROJECT NO. 464-008  
Date: 8-24-07  
RE-SUBMITAL

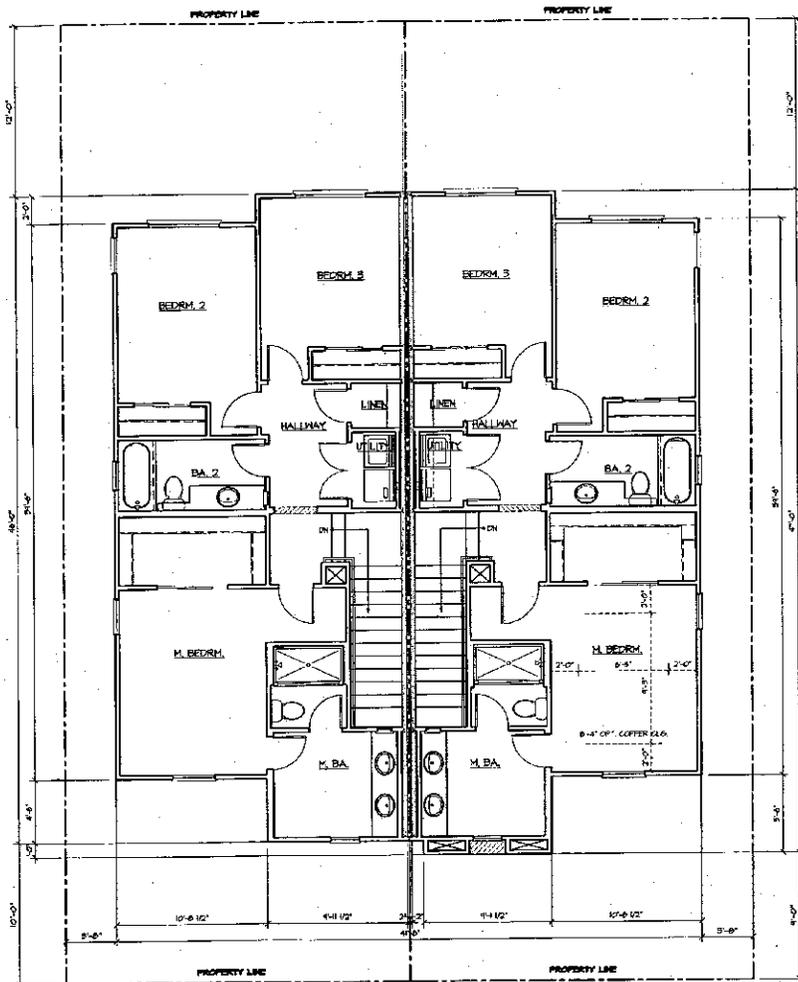
Mount Eden Phase 2 -  South Bay

Tract 7658

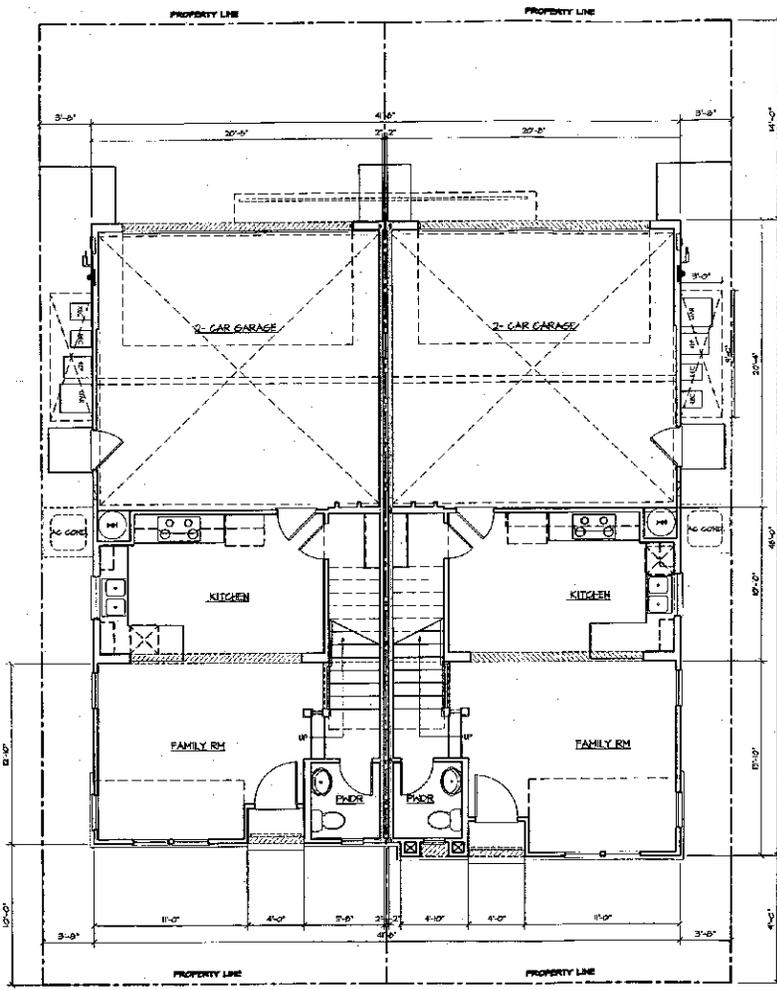
Hayward, CA

5865 Owens Drive  
Pleasanton, CA 94588  
925.251.7200  
925.251.7201 Fax

A4.02



PLAN 5 SECOND FLOOR PLAN 'A', ITALIAN



PLAN 5 FIRST FLOOR PLAN 'A', ITALIAN



PLAN 5	
TOTAL LIVING AREA:	1349 sq. ft.
First Floor	488 sq. ft.
Second Floor	861 sq. ft.
Garage	620 sq. ft.
Front	
Back	
Enclosure A.C.D.	10 sq. ft.



Plan 5  
First and Second  
Floor Plans

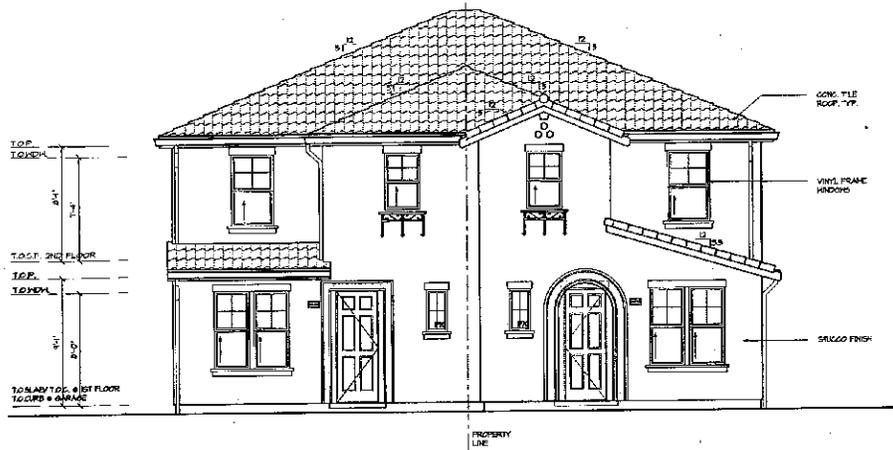
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Date: 8-24-07  
RE-SUBMITAL

Mount Eden Phase 2 -  South Bay  
Hayward, CA

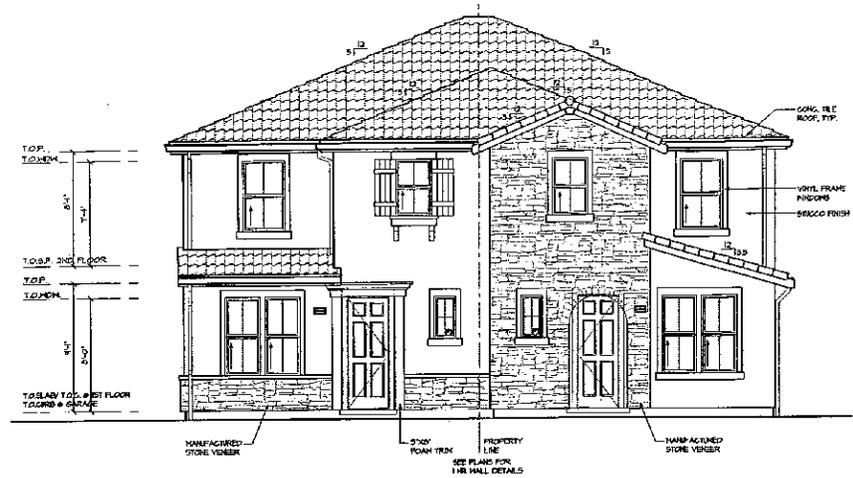
Tract 7658

5865 Owens Drive  
Pleasanton, CA 94588  
925.251.7200  
925.251.7201 Fax

A5.01



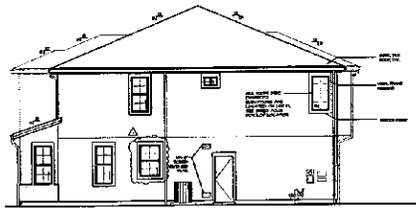
PLAN 5 FRONT ELEVATION 'D', SPANISH



PLAN 5 FRONT ELEVATION 'C', TUSCAN



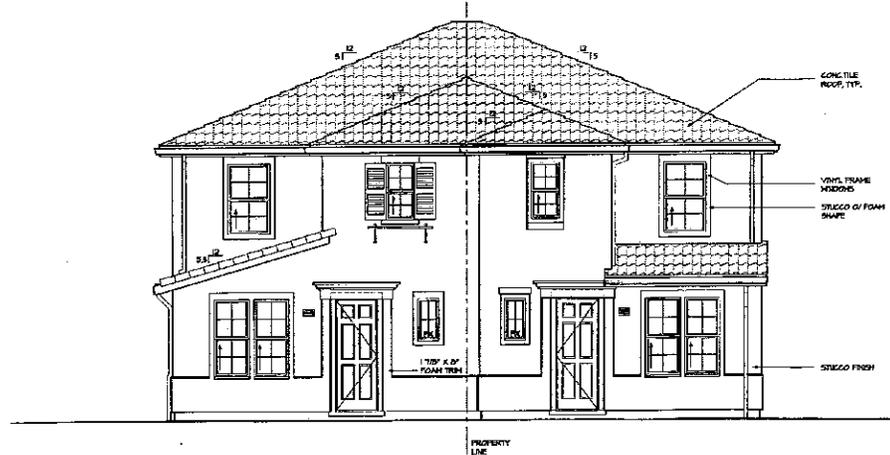
PLAN 5 REAR ELEVATION 'A', ITALIAN



PLAN 5 RIGHT SIDE ELEVATION 'A', ITALIAN



PLAN 5 LEFT SIDE ELEVATION 'A', ITALIAN



PLAN 5 FRONT ELEVATION 'A', ITALIAN



Mount Eden Phase 2 -  South Bay  
Hayward, CA

Tract 7658



Plan 5  
Exterior Elevations  
A,C,D

PROJECT NO. 464 005  
Date: 8-24-07  
RE-SUBMITTAL

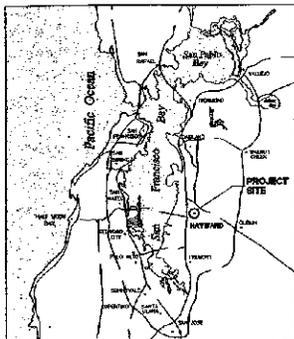
5565 Owens Drive  
Pleasanton, CA 94588  
925.251.7200  
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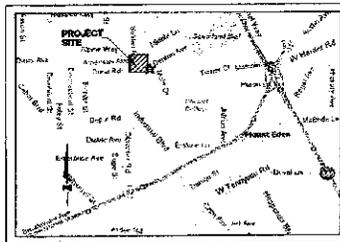
# TENTATIVE TRACT MAP #7658 MOUNT EDEN - PHASE II CITY OF HAYWARD, ALAMEDA COUNTY, CALIFORNIA

### SHEET INDEX

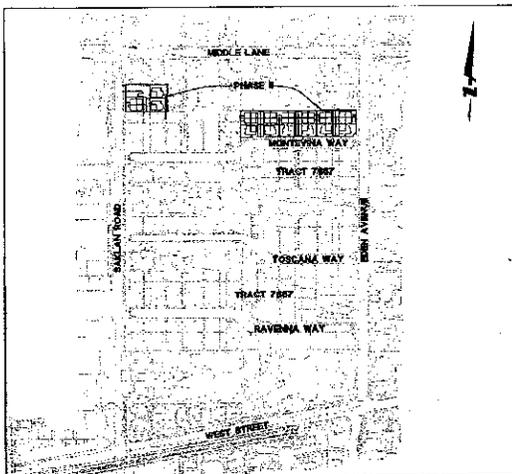
SHEET NO.	DESCRIPTION
01	TITLE SHEET
02	COMPLETED FUTURE SITE PLAN
03	EXISTING CONDITIONS AND CANCELLATION PLAN
04	PROPOSED SITE PLAN
05	PROPOSED GRADING PLAN
06	PROPOSED UTILITY PLAN
07	NOTES AND DETAILS
08	PARKING EXHIBIT



**VICINITY MAP**  
NTS



**LOCATION MAP**  
NTS



**SITE PLAN**  
SCALE 1"=200'

### PROJECT SUMMARY

**OWNER:** CRUZ ARANDA  
23612 SARLAN ROAD  
HAYWARD, CA 94543

**MATTHEW PRATT**  
24019 EDEN AVENUE AND  
24021 EDEN AVENUE  
HAYWARD, CA 94543  
(925) 750-1791

**SUBDIVIDER:** KB HOME SOUTH BAY, INC.  
6700 WALL CLAYTON PARKWAY, SUITE NO. 200  
PLEASANTON, CA 94566  
(925) 750-1721  
CONTACT: DEREK FARMER

**ENGINEER:** BKF ENGINEERS  
255 SHORELINE DRIVE, SUITE NO. 200  
REDWOOD CITY, CA 94065  
(650) 407-6300  
CONTACT: CHUCK HEMPA

**GEOTECHNICAL ENGINEER:** TERRASARCH  
257 WILSON BROTHERS AVENUE  
LIVERMORE, CA 94551  
(925) 243-6802  
CONTACT: SIMON MANGESSI

**AREA:** 1.5 ACRES

**ASSESSOR PARCEL NOS:** 441-0087-029-03, 441-0087-004-02 AND 441-0087-003-02

**EXISTING ZONING:** PD R-1 L B-20 (ALAMEDA COUNTY)

**PREZONING DESIGNATION:** R4

**PROPOSED ZONING:** PD

**EXISTING LAND USE:** RESIDENTIAL

**PROPOSED LAND USE:** PLANNED DEVELOPMENT - 22 LOTS

**FASLINE:** SEE PARKING EXHIBIT ON SHEET 8

**UTILITIES:**

**WATER SUPPLY:** WATER FACILITIES WITHIN PUBLIC UTILITY EASEMENTS, UP TO AND INCLUDING WATER METERS, WILL BE OWNED AND MAINTAINED BY THE CITY OF HAYWARD.

**SEWER DISPOSAL:** SANITARY SEWER FACILITIES WITHIN PUBLIC UTILITY EASEMENTS WILL BE OWNED AND MAINTAINED BY THE CITY OF HAYWARD.

**STORM DRAIN:** ON-SITE - PRIVATE  
OFF-SITE - CITY OF HAYWARD

**GAS:** PACIFIC GAS AND ELECTRIC

**ELECTRIC:** PACIFIC GAS AND ELECTRIC

**TELEPHONE:** AT&T

**CABLE TELEVISION:** COMCAST

**SITE ACCESS:** EDEN AVENUE AND SARLAN ROAD WILL PROVIDE ACCESS TO THE SITE AND WILL BE PUBLIC CITY STREETS.

**PRIVATE SUELLINE:** MONTEVINA WAY, CREATED WITH TRACT 7657, WILL BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION AND WILL INCLUDE AN EMERGENCY VEHICLE ACCESS EASEMENT, SANITARY SEWER EASEMENT, PRIVATE INGRESS/EGRESS EASEMENT, AND PRIVATE UTILITY AND MAINTENANCE EASEMENT.

**PRIVATE DRIVEWAYS:** ACCESS AND UTILITY SERVICE TO REAR LOCATED HOMES WILL BE PROVIDED VIA PRIVATE DRIVEWAYS, WHICH WILL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION AND WILL INCLUDE PUBLIC UTILITY EASEMENTS, PRIVATE INGRESS/EGRESS EASEMENTS, EMERGENCY VEHICLE ACCESS EASEMENTS, PRIVATE UTILITY AND MAINTENANCE EASEMENTS, AND SANITARY SEWER EASEMENTS.

**FEMA ZONE:** FLOOD ZONE C (MINIMAL FLOODING) PER FIRM DATED 2/9/2000

### GENERAL NOTES

- TENTATIVE MAP:**  
THIS TENTATIVE MAP IS BEING FILED IN ACCORDANCE WITH CHAPTER 3, ARTICLE 2, SECTION 68452 AND CHAPTER 4.5 OF THE SUBDIVISION MAP ACT AND WITH ARTICLE 3, CHAPTER 10 OF THE CITY OF HAYWARD MUNICIPAL CODE.
- MULTIPLE FINAL MAPS:**  
DEVELOPER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS.
- BUILDINGS:**  
THE BUILDING FOOTPRINTS SHOWN ARE FOR INFORMATION. BUILDING FOOTPRINTS WILL BE FINALIZED PRIOR TO APPLICATION FOR BUILDING PERMITS.

### ENGINEER'S STATEMENT

THIS TENTATIVE MAP HAS BEEN PREPARED BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH STANDARD ENGINEERING PRACTICE.

CHARLES J. HUNTER DATE  
P.C. #53325  
BKF ENGINEERS



### OWNER'S STATEMENT

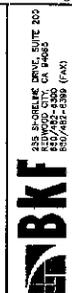
I (WE) \_\_\_\_\_ AGREE TO THE FILING OF SAID MAP AND AGREE TO COMPLY WITH THE PROVISIONS OF THE CITY OF HAYWARD SUBDIVISION ORDINANCE AND THE STATE MAP ACT AS THEY APPLY TO THE PROCESSING AND APPROVAL OF SAID MAP.

OWNER: CRUZ ARANDA DATE

### OWNER'S STATEMENT

I (WE) \_\_\_\_\_ AGREE TO THE FILING OF SAID MAP AND AGREE TO COMPLY WITH THE PROVISIONS OF THE CITY OF HAYWARD SUBDIVISION ORDINANCE AND THE STATE MAP ACT AS THEY APPLY TO THE PROCESSING AND APPROVAL OF SAID MAP.

OWNER: MATTHEW PRATT DATE



MOUNT EDEN - PHASE II  
TENTATIVE MAP  
TITLE SHEET  
ALAMEDA COUNTY

HAYWARD

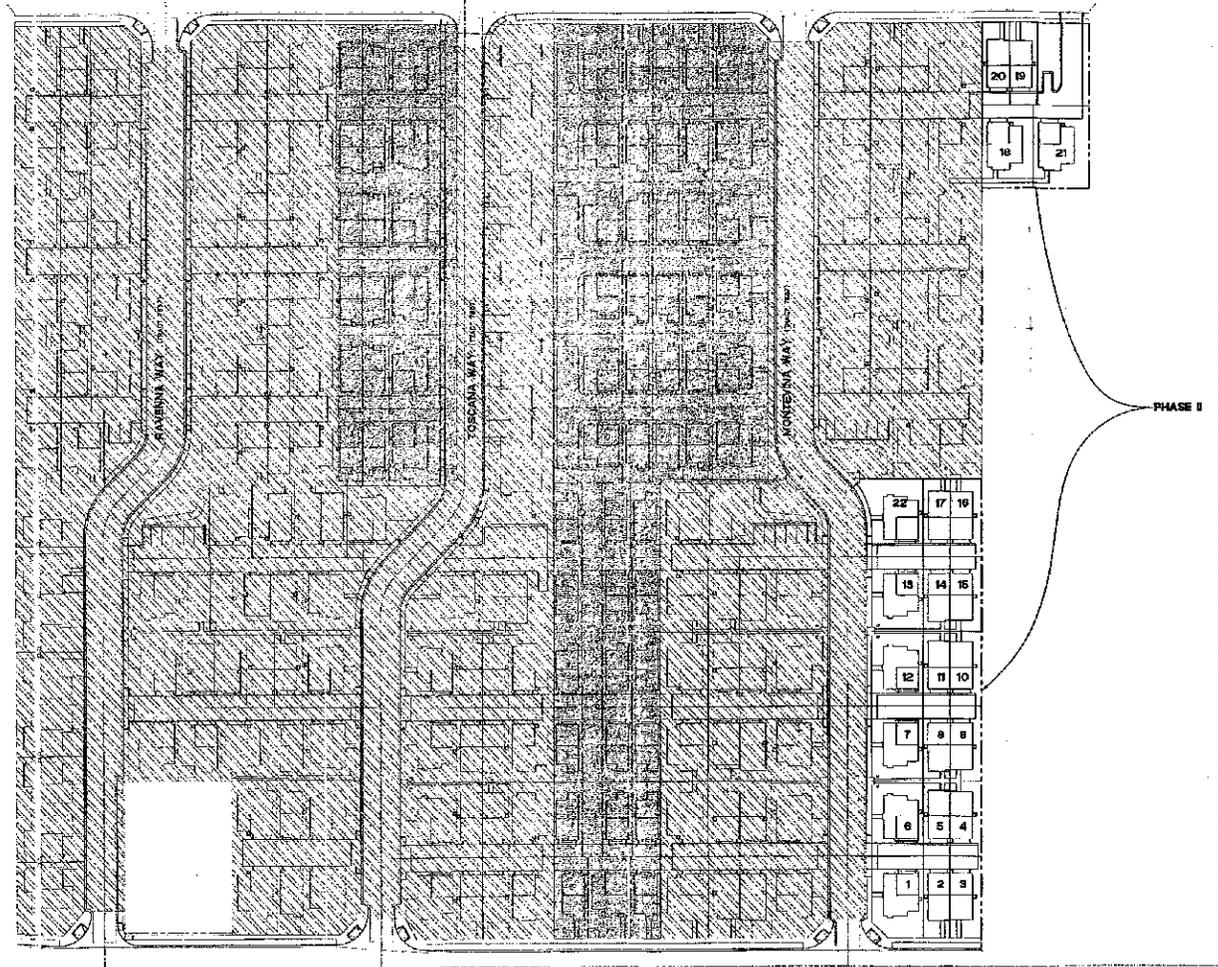
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08/15/07	CH	100

PRINTED DATE: 11/28/07  
 DRAWING NUMBER: 07-1600-01-000-001  
 PROJECT: 07-1600-01-000-001

WEST STREET



SAKLAN ROAD (EXISTING PARKED)



EDEN AVENUE (EXISTING PARKED)

APPROVED TRACT 7857 DEVELOPMENT  
 POTENTIAL FUTURE SITE PLAN TO COMPLETE HOUSING DEVELOPMENT

PHASE II

MIDDLE LANE

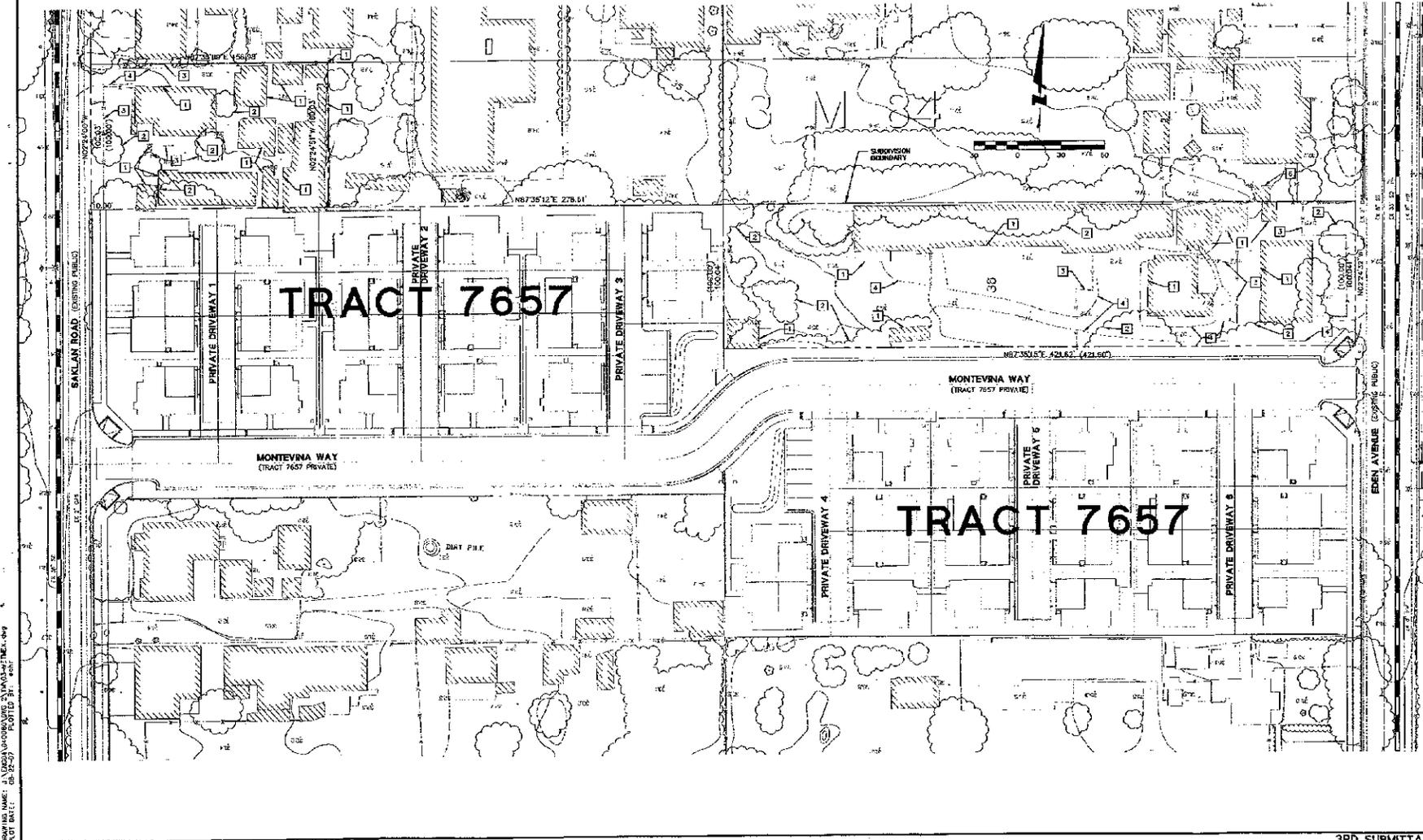
300 S BIRMITT AVE AR/22/07

BKF 100 BIRCHWOOD DRIVE, SUITE 210 REDWOOD CITY, CA 94063 TEL: 650-442-8300 (FAX) ESCHURA / SWINERTS / PLUMMER	
MOUNT EDEN - PHASE II TENTATIVE MAP COMPLETED FUTURE SITE PLAN ALAMEDA COUNTY	
HAYWARD CALIFORNIA	
Date: 07/26/07 Scale: 1"=50' Drawing: MAP Prepared: BKF Checked: COL Job: 07-1600-01	No.: Revisions:
<b>C2</b>	

©BKF

DEMOLITION LEGEND:

- 1 BUILDING / STRUCTURE TO BE REMOVED
- 2 TREES TO BE REMOVED
- 3 FENCE TO BE REMOVED OR REPLACED
- 4 PAVEMENT TO BE REMOVED
- 5 UNDERGROUND UTILITY TO BE REMOVED
- 6 EXISTING STRUCTURE ON ADJACENT PROPERTY THAT IS ENCOMPASSING ON-SITE SUPERSTITION (EASEMENT OR MODIFICATION OF STRUCTURE) TO BE DETERMINED.

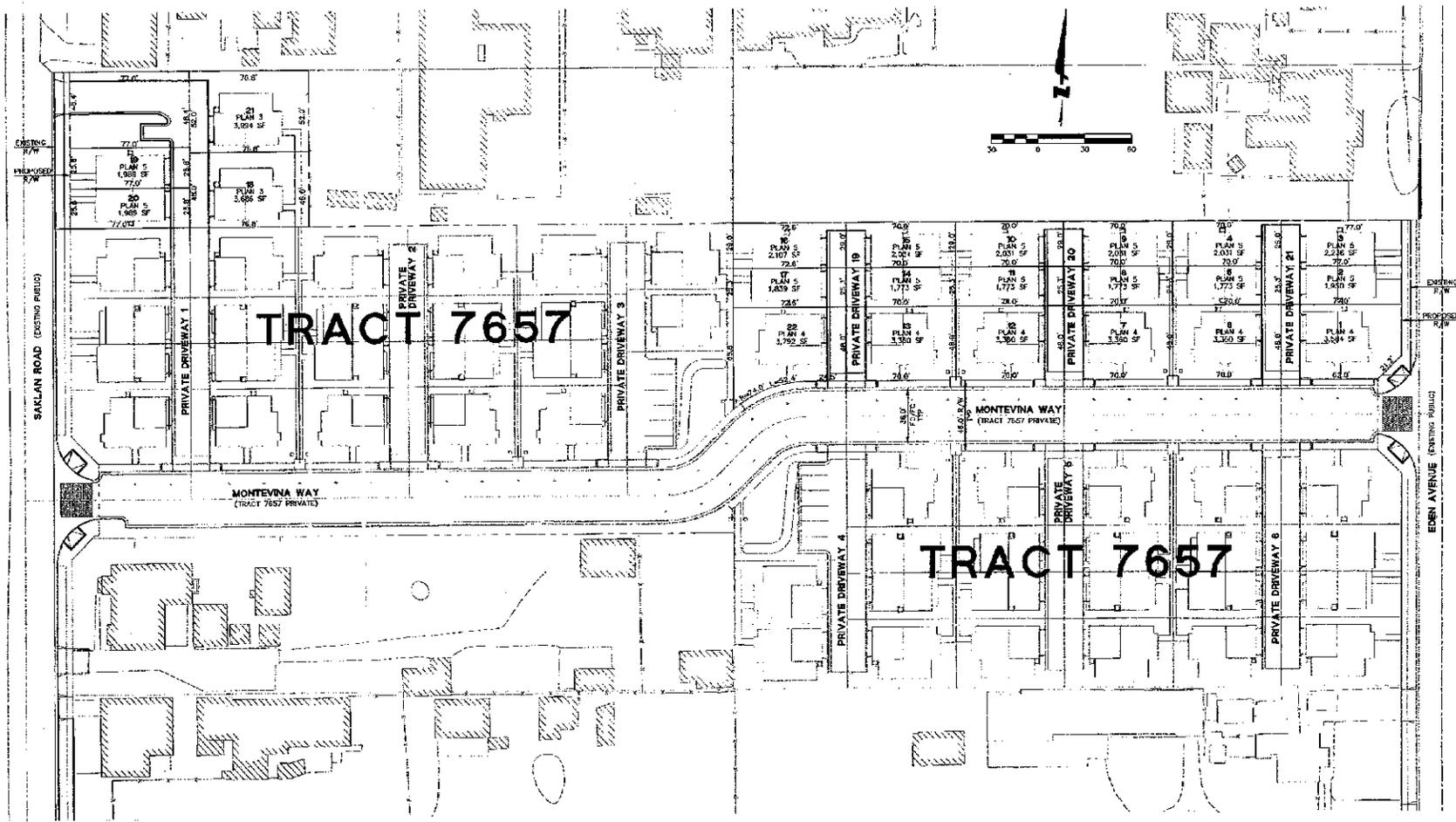


DRAWING NAME: 44 VARIOUS IMPROVEMENTS - MONTEVINA WAY  
PLOT NAME: 08-2503 - PORTER ST. - 08NF

 <b>BKF</b> ENGINEERS / SURVEYORS / PLANNERS		800 SHORELINE DRIVE, SUITE 200 BAYVIEW, CALIFORNIA 94505 925/452-2500 925/452-2500 (FAX)
<b>MOUNT EDEN - PHASE II</b> <b>TENTATIVE MAP</b> <b>EXISTING CONDITIONS AND DEMOLITION PLAN</b> ALAMEDA COUNTY HAYWARD		
Date: 02/26/2011 Scale: 1"=50' Author: JMK Editor: JMK Project No: 08-2503 Job No: 08NF0001	Revision:	<b>C3</b>

**NOTES:**

1. FOR MONTEVINA WAY AND PRIVATE DRIVEWAY IMPROVEMENTS IN TRACT 7657, SEE "MOUNT EDEN TRACT MAP 7657 ON-SITE IMPROVEMENT PLANS."
2. PARKING STRIPING INDICATIVE OF PROPOSED PARKING SPOTS. PAVEMENT NOT TO BE STRIPPED.



BKF ENGINEERING, 11505 GARDEN GROVE AVENUE, SUITE 200  
 BOSTON, MA 02125  
 PHONE: 617-552-8877  
 FAX: 617-552-8878

BKF  
 11505 GARDEN GROVE AVENUE, SUITE 200  
 BOSTON, MA 02125  
 PHONE: 617-552-8877  
 FAX: 617-552-8878



CALIFORNIA  
 ALAMEDA COUNTY

**MOUNT EDEN - PHASE II  
 TENTATIVE MAP  
 PROPOSED SITE PLAN**

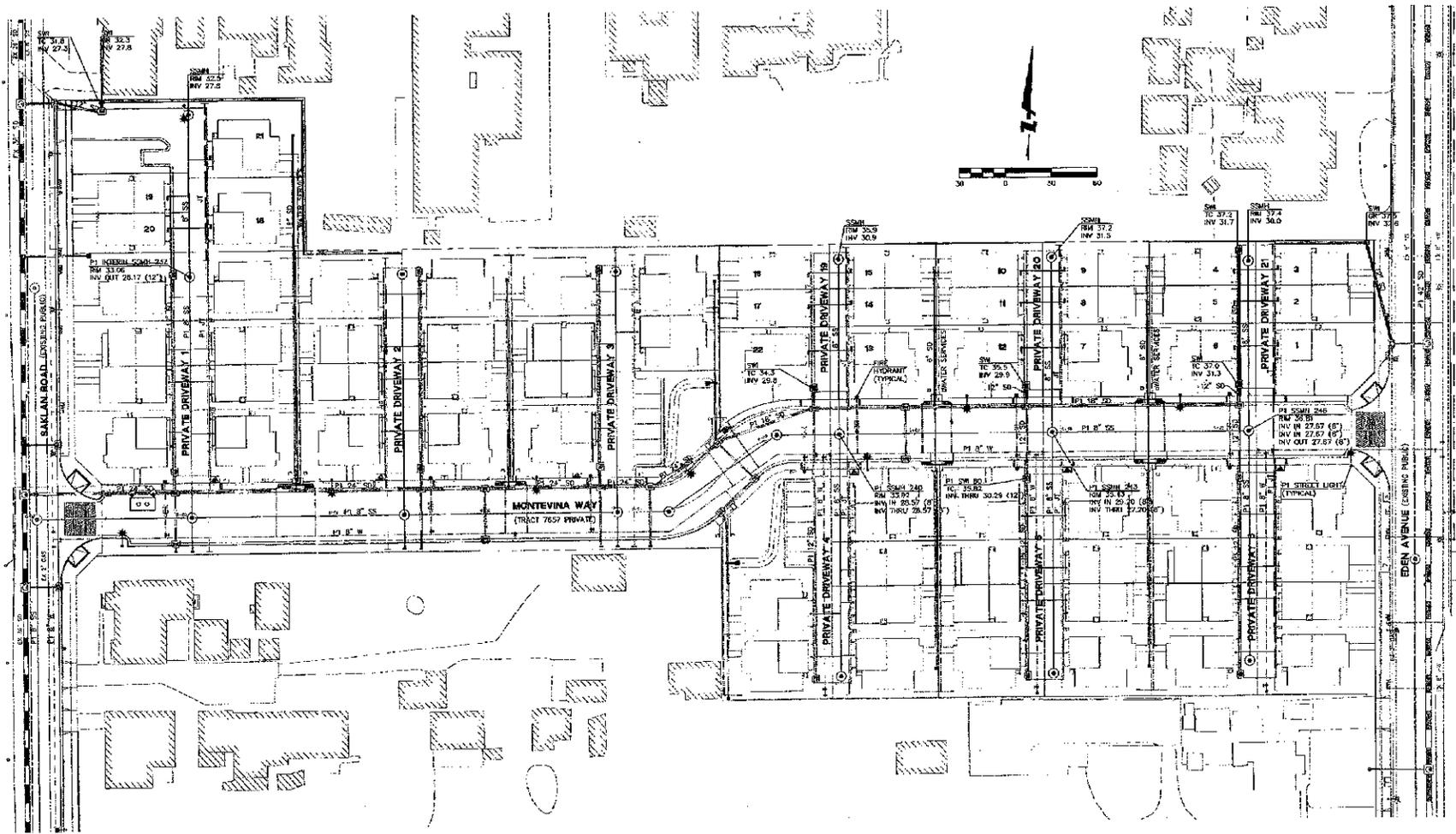
HAYWARD

No.	Revisions
1	DATE: 07/20/07 BY: JAMES BROWN CHECKED BY: JAMES BROWN APPROVED BY: JAMES BROWN DATE: 07/20/07
Sheet Number: <b>C4</b>	



NOTES

- 1. FOR MONTEVINA WAY AND PRIVATE DRIVEWAY IMPROVEMENTS IN TRACT 7657, SEE "MOUNT EDEN TRACT AND 7657 ON-SITE IMPROVEMENT PLANS".
- 2. SEE SHEET 17, DETAIL 3 FOR SEWER LATERAL AND WATER METER LOCATIONS.



PROJ. NO. 07-08-07  
 DATE: 07-08-07  
 DRAWN BY: J. L. LEE  
 CHECKED BY: J. L. LEE  
 APPROVED BY: J. L. LEE

US. PATENT & TRADE OFFICE  
 EDWARD T. BENTLEY  
 800/422-0033  
 650/422-0034 (FAX)



CALIFORNIA

**MOUNT EDEN - PHASE II**  
**TENTATIVE MAP**  
**PROPOSED UTILITY PLAN**  
 ALAMEDA COUNTY

HAYWARD

Project No.	07-08-07
Map No.	17-02-07
Drawn By	J. L. LEE
Checked By	J. L. LEE
Approved By	J. L. LEE
Date	07-08-07

C6

17/02/07 19:47:00



