CITY OF
HAYWARD
HEART OF THE BAY

10A

DATE: October 23, 2007

TO: Mayor and City Council

FROM: Director of Community and Economic Development

SUBJECT: Request by Legacy Partners Related to the South of Route 92 Development Project

I. Mitigated Negative Declaration, Initial Study, Mitigation Monitoring and Reporting Program and Technical Memorandum;
II. General Plan Amendment Application No. PL-2007-0019 - Request to Amend the General Plan Land Use Map Designation for Portions of the South of Route 92 Specific Plan Area from "Industrial Corridor" to "Retail and Office Commercial" and "Medium Density Residential;"
III. Specific Plan Amendment - Request to Amend the *South of Route 92/Oliver & Weber Properties Specific Plan* Land Use Designation for Portions of the Area from "Business Park" to "Retail Commercial" and "Residential," and Make Related Text Changes;
IV. Development Guidelines Revisions – Request to Revise the *South of Route 92 Oliver/Weber Properties Development Guidelines* Associated with Proposed Specific Plan Amendments;
V. Zone Change Application No. PL-2007-0232 - Request to Amend the Zoning District for Portions of the South of Route 92 Specific Plan Area from "Business Park" and "Commercial Retail" to "Medium Density Residential," "Neighborhood Commercial," and "Regional Commercial;"
VI. Zoning Text Amendment Application No. PL-2007-0233 – Request to Delete the "Commercial Retail" District and Add a New "Regional Commercial" District, and Amend the "Business Park" District and "Neighborhood Commercial" District;" and
VII. Development Agreement Amendment - Request to Amend the Mount Eden Business and Sports Park Community Development Agreement.

RECOMMENDATION

That Council adopts the attached resolution and introduces the attached ordinances adopting the Mitigated Negative Declaration, Initial Study, Mitigation Monitoring and Reporting Plan and Technical Memorandum, and approving the General Plan Amendment, Specific Plan Amendment, Development Guidelines Revisions, Zone Changes, Zoning Text Amendment and Development Agreement Amendment.

SUMMARY

At a October 9, 2007 public hearing, the City Council continued consideration of action on this item to allow for adequate noticing for the proposed Development Agreement Amendment, to allow staff the opportunity to provide further revisions related to the Development Agreement Amendment per Council direction, and to receive additional information related to school impacts (see attached draft meeting minutes).

Staff has provided such information in this report and in the attached document and is recommending approval of the project for the reasons stated in the attached October 9 agenda report and at the October 9 public hearing.

BACKGROUND

Background information related to the proposal is provided in the attached October 9 City Council agenda report.

DISCUSSION

Information related to technical studies and staff analysis associated with the study and related proposal is included in the attached October 9, 2007 City Council agenda report.

Development Agreement Amendment

Since the October 9 meeting, staff has revised the Development Agreement Amendment, per Council direction (see attachment). Such revisions include:

Phased Development:

Page 7, new item 15 of the attached Development Agreement Amendment indicates that building permits for building shells are required to be finalized for the neighborhood retail buildings and for the proposed business park development east of Marina Drive, prior to permits being issued for the residential units. Also, the added provision requires that a signed agreement or lease with the regional retail anchor be submitted prior to permits being issued for the residential units.

Preferred Regional Retail Tenant:

Additionally, page 7, new item 16 of the attached document provides lists of preferred regional retail anchor tenants and indicates that an additional amendment to the development agreement with City Council approval would be required if tenants are proposed that are not included in such lists.

With the added provisions, guarantees from the developer are provided to ensure that residential units will not be built prior to business park uses east of Marina Drive being built, and before Legacy has secured a commitment from a regional retail anchor tenant that is acceptable to the City.

As was indicated in the previously presented language, the proposed agreement amendment would extend the life of the agreement by five years, to October 28, 2014.

Impacts to Schools

The South of 92 Specific Plan area is served by Lorin Eden Elementary School, Ochoa Middle School, and Mt. Eden High School, whose enrollments have generally been declining for the last few years. For instance, the student enrollment last year at Lorin Eden Elementary School decreased by 25 students since the 2004-05 school year, matching the lowest enrollment in the past several years that existed during the 2001-02 to 2003-04 school years.

Regarding impacts to schools in response to Councilmember Rodriquez's inquiry, City staff discussed the proposal with Barry Schimmel, District Assistant Superintendent for Business Services. Dr. Schimmel expressed concerns regarding the cumulative impacts on schools of the developments that have been approved or are proposed to be approved. Those concerns centered around issues of school facility replacement and future capital needs of the School District.

Staff supports Dr. Schimmel's viewpoint regarding the approach of analyzing cumulative impacts to out-dated school facilities. However, it is not always possible to analyze cumulative impacts because future developments are not known, as was the case in the late 1990s when the Specific Plan was adopted and the Eden Shores development was approved. The ability to analyze such impacts is possible in master planned communities, where substantial future development is planned comprehensively, which is not the case in this situation.

Also, the ability to mitigate such impacts is limited by State law. State law indicates that California municipalities are limited in their ability to require mitigation measures for impacts to schools other than requiring payment of school impact mitigation fees and cannot deny a project based on school impacts.

It should be noted that the Eden Shores East developer, who is building the 2005-approved Bridgeport (139 single-family detached units) and Crossings (122 condominiums) developments along the west side of Marina Drive, contributed $5 million toward construction of the new Burbank Elementary School, slated to open in the fall of 2008.

FISCAL IMPACT

A summary of fiscal impacts is provided in the attached October 9 City Council agenda report.

PUBLIC CONTACT

Notice of the October 9 hearing was sent to property owners within 300 feet of the property, to interested parties, including the Eden Shores Homeowners Association, and Hayward Area Recreation and Park District. Additionally, notice of the hearing was published in *The Daily Review* on September 29, 2007. Notice for this hearing is not required, since the Council continued the item to the specific date of October 23. Copies of the October 9 agenda report and this report were provided to the applicant and other interested parties, including to the Hayward Unified School

District, Hayward Area Recreation and Park District, the Eden Shores Homeowners Association, and to those who commented on the Draft Mitigated Negative Declaration.

NEXT STEPS

If the proposal is approved, ordinances that are introduced at this hearing are scheduled to be adopted at the next Council meeting on November 6. The amendment to the Development Agreement would be executed shortly thereafter. Development applications, to include Site Plan Review and Tentative Tract Maps for the housing, would be required, which would allow a project-level analysis of the proposal. Environmental review of the specific projects would be conducted, which may or may not include the need for additional environmental analysis, depending on how consistent such projects would be with the conceptual plans presented. At that time, acquisition of the City's 0.67-acre parcel along the east side of the railroad tracks would be required.

Prepared by:

David Rizk

David Rizk, AICP
Planning Manager

Recommended by:

Susan J. Daluddung

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

Approved by:

for

Gregory T. Jones
City Manager

Attachments:

Exhibit A:	Draft Meeting Minutes for the October 9, 2007 City Council Meeting *(included in October 23, 2007 City Council agenda packet)*
Exhibit B:	Revised Development Agreement Amendment Text
Exhibit C:	October 9, 2007 City Council Agenda Report with Attachments *(previously distributed)*
	Draft Resolution and Ordinances, with Exhibits *(previously distributed)*

10/19/07

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City Clerk
City of Hayward
777 B Street
Hayward, California 94541

THIS SPACE ABOVE FOR RECORDER'S USE
This instrument is exempt from Recording Fees (Govt. Code § 27383) and from Documentary Transfer Tax {Rev. and Taxation Code § 11922).

AMENDMENT TO MOUNT EDEN BUSINESS AND SPORTS PARK COMMUNITY DEVELOPMENT AGREEMENT RELATING TO DEVELOPMENT OF LEGACY EDEN SHORES, A PORTION OF OLIVER EAST PROPERTY

This Amendment to Mount Eden Business and Sports Park Community Development Agreement Relating to Development of Legacy Eden Shores, a Portion of the Oliver East Property ("Legacy Eden Shores Amendment") is entered into as of October ___, 2007 by and between EDEN SHORES ASSOCIATES I, LLC, a Delaware limited liability corporation ("Eden Shores Associates I") and EDEN SHORES ASSOCIATES II, LLC, a Delaware limited liability corporation ("Eden Shores Associates II") and the CITY OF HAYWARD, a municipal corporation, organized and existing under the Hayward City Charter and laws of the State of California ("City"). Eden Shores Associates I and Eden Shores Associates II are sometimes collectively referred to herein as "Eden Shores Associates" or "Owner").

RECITALS

A. On or about December, 1999, the City and a predecessor-in-interest to Owner entered into that certain Mount Eden Business and Sports Park Community Development Agreement, which was recorded December 13, 1999 as instrument number 1999443129 in the Official Records of Alameda County (this Development Agreement, as amended, shall be referred to herein as the "Agreement").

B. Since execution of the Agreement, portions of the Property have been developed or are currently under construction. The first residential development by Standard Pacific Corporation ("Standard Pacific") was the residential development on the portion of the Property commonly known as "Oliver West." Hayward Oliver Owners LLC ("Hayward Oliver Owners") the prior owner of the Property and Duc Housing Partners, Inc., a California corporation ("Duc Housing") collectively assumed certain responsibilities and obligations under the Agreement pursuant to that certain Assumption Agreement, which was recorded October 15, 2001 as instrument number 2001392229 in the Official Records of Alameda County. Hayward Oliver Owners has dedicated the 25 acre Sports Park parcel to the City and has constructed thereon the Sports Park Complex. Hayward Oliver Owners and Duc Housing

also have installed infrastructure in all portions of the Specific Plan area, exclusive of the Weber property.

C. The Agreement was amended by Hayward Oliver Owners and the City on or about February 3, 2006. The amendment related only to development of Eden Shores East Residential, a portion of the Oliver East property, as approved by the City for development in November, 2005. The property comprising Eden Shores East Residential and subject to the amendment to the Development Agreement was subsequently transferred to Standard Pacific and the approved residential project thereon is currently under construction. The remaining property within the "Oliver East" portion of the Specific Plan area previously owned by Hayward Oliver Owners and which is subject to this Legal Eden Shores Amendment, was transferred to Eden Shores Associates I and Eden Shores Associates II and an assignment and assumption of the Agreement has been executed.

D. The remaining portions of the Property originally were approved and planned for construction of Light Manufacturing, Commercial Retail and Business Park uses. Owner has applied for General Plan and Specific Plan amendments, and rezoning in connection with the remaining approximately 56.41 acres of the Property to allow for a mix of residential, office and retail development on certain parcels within the "Oliver East" portion of the Property. The Project modifications authorize the mix of uses comprising the development known as Legacy Eden Shores (referred to herein as the "Legacy Eden Shores Development"). Owner and City have determined that an amendment to the Agreement is necessary and appropriate in connection with the modifications to the Development Plan and Project. The Legacy Eden Shores Amendment is being entered into by Owner and City to address the modifications relating to development of Legacy Eden Shores Development only and does not in any way limit or otherwise affect the rights and obligations of the Owner, or any assignee, any other owner of real property subject to the Agreement, and City with respect to remaining portions of the Property and the development thereof under the Agreement. The Legacy Eden Shores Amendment shall be recorded against the property comprising the Legacy Eden Shores Development, as more particularly described in Exhibit A hereto.

E. The City has analyzed the modifications to the Development Plan and Project and, pursuant to Resolution No. 07-___ has adopted a Mitigated Negative Declaration and a Mitigation and Monitoring Program as required by the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*).

F. City staff has reviewed this Legacy Eden Shores Amendment, deemed it to be complete, and prepared a report to the Planning Commission pursuant to Chapter 10, Article 9 of the City Municipal Code regarding the Legacy Eden Shores Amendment, consistency with the General Plan and Specific Plan. The City Council has held a public hearing on the modifications to the Development Plan and the Project, and the Legacy Eden Shores Amendment, and has determined that the Legacy Eden Shores Amendment (i) is consistent with the City's General Plan and the Specific Plan; (ii) is in the best interests of the health, safety and general welfare of the City, its residents, and the public; (iii) is executed pursuant to, and as authorized under the Agreement and the requirements of the Development Agreement Legislation and Development Agreement Ordinance.

G. City has adopted Ordinance No. 07-___ on October ___, 2007 approving this Legacy Eden Shores Amendment and its execution in accordance with the provisions of the Agreement and as authorized under the Development Agreement Legislation and Development Agreement Ordinance.

H. All capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, Owner and City hereby agree to amend the Agreement as it relates to the Legacy Eden Shores Development only, and to no other portion(s) of the Property, as follows:

1. The first sentence in Recital C is modified to read as follows:

"Owner is the holder of a legal or equitable interest in the Property and intends to develop the Property for a large multi-phase, mixed use development with low- and medium-density residential, commercial/retail, business park, planning/research and development, office and open space/park and recreation land uses, all as set forth in the Development Plan."

2. Section 1.1.11 is amended to read as follows:

"Development Guidelines" means the Development Guidelines for the South of 92 Specific Plan adopted by Resolution No. 98-028 of City Council of City on February 17, 1998, attached as Exhibit D, as amended by Resolution No. 05-139 of City Council of City on November 15, 2005 relating to the Eden Shores East Residential Development, and as further amended by Resolution No. 07-___ on October ___, 2007 relating to the Legacy Eden Shores Development."

3. The following new sentence is added at the end of Section 1.1.15:

"Unless otherwise referenced herein, "EIR" as defined in this Section 1.1.5 shall also include any Addenda thereto, the Mitigated Negative Declaration for the Eden Shores East Residential Development adopted by City pursuant to Resolution No. 05-139 of City Council of City on November 15, 2005 and, for the Legacy Eden Shores Development, the Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program and Technical Memorandum, adopted by the City pursuant to Resolution No. 07-___ of City Council of City on October __, 2007."

4. The first sentence of Section 1.1.17 is amended to read as follows:

"'Existing Development Approvals' means the Development Approvals in effect on the Effective Date, as amended by Resolution No. 05-139 and Ordinance Nos. 05-16 and 05-17 adopted by the City Council of City on November 15 and November 22, 2005, respectively, relating to the Eden Shores East Residential Development, and as further amended by Resolution No. 07-___ and Ordinance Nos. 07-__ and 07-__ adopted by the City Council of City on October __, 2007 relating to the Legacy Eden Shores Development."

5. The first sentence of Section 1.1.18 is amended to read as follows:

"'Existing Land Use Ordinances' means the Land Use Ordinances in effect on the Effective Date, as amended by Ordinance Nos. 05-16 and 05-17, adopted by the City Council of City on November 22, 2005 relating to the Eden Shores East Residential Development, and as further amended by Ordinance Nos. 07-__ and 07-__, adopted by the City Council of City on October __, 2007 relating to the Legacy Eden Shores Development."

The following new phrase is added to the end of subsections (a) and (b) of Section 1.1.18:

", except to the extent superseded or amended by subsequent actions taken by the City Council in connection with the Eden Shores East Residential Development and Ordinance Nos. 07-___ and 07-___, adopted by the City Council of City on October ___, 2007 in connection with the Legacy Eden Shores Development."

A new subsection (d) is added to Section 1.1.18, as follows:

"(d) Ordinance No. 07-__ relating to the Legacy Eden Shores Development."

6. Section 1.1.20 is amended to read as follows:

"'General Plan' means the City of Hayward General Plan, as amended."

7. Section 1.1.21 is amended to read as follows:

"'General Plan Amendment' means the South of Route 92 General Plan Amendment (GPA 97-110-02) adopted by Resolution No. 98-028 of City Council of City on February 17, 1998, attached as Exhibit G, except to the extent superseded by subsequent action of the City, and the Eden Shores East General Plan Amendment (GPA PL-2004-0184) adopted by Resolution

No. 05-139 of City Council of City on November 15, 2005 and the Legacy Eden Shores General Plan Amendment (GPA PL-____-____) adopted by Resolution No. 07-___ of City Council of City on October __, 2007."

8. Section 1.1.26 is amended to read as follows:

"'Mitigation Monitoring and Reporting Program' means the Mitigation Monitoring and Reporting Program approved by Resolution No. 98-028 of the City Council of City on February 17, 1998, attached as Exhibit H, the Mitigation Monitoring and Reporting Program approved for the Eden Shores East Development by Resolution No. 05-139 of the City Council of City on November 15, 2005, and the Mitigation Monitoring and Reporting Program approved for the Legacy Eden Shores Development by Resolution No. 07-___ of the City Council of City on October __, 2007."

9. Replace "Gordon Oliver Estate and Trust and the Alden Oliver Trust in Section 1.1.29 as Owner with the successors in interest to Hayward-Oliver Owners LLC, a Delaware limited liability company which, for the Legacy Eden Shores Amendment, is Eden Shores Associates I, LLC, a Delaware limited liability company and Eden Shores Associates II, LLC, a Delaware limited liability company.

10. Section 1.1.37 is amended to read as follows:

"'Specific Plan' means the South of Route 92 Specific Plan (SP-98-210-01) adopted by Resolution No. 98-028 of City Council of City on February 17, 1998, as amended by Resolution No. 05-139 of City Council of City, adopted November 15, 2005 relating to the Eden Shores East Residential Development, and as further amended by Resolution No. 07-___ of City Council of City, adopted October __, 2007 relating to the Legacy Eden Shores Development."

11. Section 1.1.40 is amended to read as follows:

"'Vesting Tentative Map' means the vesting tentative subdivision map (TM-7065) approved by Resolution No. 99-152 adopted by the City Council of City on September 21, 1999 and, as it relates to development of the Eden Shores East Residential Development, the vesting tentative subdivision map (TM-7489) approved by Resolution No. 05-139 adopted by the City Council of City on November 15, 2005. Vesting Tentative Map also includes, upon their approval by the City, those tentative subdivision maps or vesting tentative subdivision

maps which the City may approve for the Legacy Eden Shores Development."

12. A new section 3.12 is added as follows:

"Additional Obligations for Sports Park Complex: In connection with approval of the Legacy Eden Shores Development, Owner has agreed to the following additional benefits for the Sports Park Complex:

Owner agrees to the establishment by City of, to the extent and as set forth, in this Section 3.12, a Landscape Lighting and Assessment District (LLD) for the purpose of providing partial funding for the ongoing maintenance of the Sports Park Complex. The real property included in, and subject to assessments under, the LLD shall be only those 167 residential lots and units included in Legacy Eden Shores Development, approved by the City Council of City pursuant to Resolution No. 07-___ and Ordinance Nos. [___] on October ___, 2007. No other property within the Legacy Eden Shores Development shall be included in or subject to the LLD, or the assessments established thereunder. The assessment under the LLD shall be an annual assessment of $160.00 per residential lot or unit, with a provision for annual increases equal to the increases in the Consumer Price Index for the San Francisco-Oakland-San Jose Area, if any, for the preceding year. City shall establish the LLD prior to the sale of lots or units to individual purchasers and City agrees to cooperate with Owner to establish the LLD in a time frame that does not delay or interfere with such sales.

13. A new Section 3.13 is added as follows:

"Payment of School Mitigation Fees for Legacy Eden Shores Development. In connection with approval of the Legacy Eden Shores Development, Owner agrees to pay school mitigation fees in the amount of $3.25 per square foot of "assessable residential space" (as such space is defined in California Government Code Section 65995), which amount exceeds the current fee of $2.63 per square foot of assessable residential space, as established by the Hayward Unified School District Board of Education.

14. A new Section 3.14 is added as follows:

"Transfer of City Property. The City and Owner acknowledge that a portion of the City Property has not yet been transferred to Eden Shores Associates or its predecessors in exchange for the real property upon which the Sports Park Complex was constructed. The remaining portion of the City Property to be

transferred to Eden Shores Associates is the approximately 2.184 acre parcel (the "Remaining City Property") identified as Parcel 1 in the legal description attached hereto as Exhibit ___. The Remaining City Property shall be transferred to Eden Shores Associates in connection with the development of the Legacy Eden Shores Development, at a time and in accordance with such instructions as are mutually agreed upon by the City and Eden Shores Associates."

15. A new Section 3.15 is added as follows:

"Required Phased Development." Prior to any building permits being issued for residential units in the Legacy Eden Shores Development, building permits for building shells are required to be finalized for all development proposed in the area denoted as "Business Park – Southeast (BP - SE)" along the east side of Marina Drive and for the neighborhood retail buildings in the neighborhood center proposed along the north side of Eden Shores Boulevard, with such buildings shown on the conceptual Legacy Eden Shores Development presented to the City Council on October 23, 2007.

Additionally, prior to any building permits being issued for residential units, a signed purchase and sale agreement or lease with a regional retail anchor tenant from the preferred list of regional retail tenants specified in Section 3.16 is required to be submitted to the City Attorney for review.

16. A new Section 3.16 is added as follows:

"Preferred List of Regional Retail Anchor Tenant" Tenants provided in the list below are allowed in the Legacy Eden Shores Development without further amendments to this agreement related to tenant selection. Tenants that are not listed below would require City Council approval and additional amendments to this agreement.

Regional Retail Anchor Tenants

Any Mountain, Barnes & Nobles, Best Buy, Big 5, Borders, Copelands, CostCo, Fry's, Home Depot, Ikea, Lowe's, Mervyns, Office Depot, Office Max, Orchard Supply, PetsMart, Petco, Pet Club, REI, Sports Authority, Sports Basement, Sports Chalet, Sportmart, Staples, TJ Maxx

17. The term "low-density residential" is replaced with the term "residential", and the term "office" is added in the permitted uses in Section 4.1.

18. In Section 4.2, the term "and 17 business park lots" is deleted from Section 4.2 and Section 4.2 further amended as follows:

The sentence "City shall not reduce the permitted number of residential units or the permitted number of business park lots

without the prior written consent of Owner" shall be amended to read "City shall not reduce the permitted number of residential units or the permitted number or square footage of business park, commercial, retail or office lots or uses without the prior written consent of Owner.

The following new sentences are added at the end of Section 4.2:

"A total of 167 residential units are permitted to be developed as part of the Legacy Eden Shores Development, in accordance with the Development Plan. The residential units that are part of the Legacy Shores Development are in addition to the residential units that have been or are being constructed on the Oliver West property and as part of the Eden Shores East Residential Development. Commercial, retail, office and business park uses are permitted to be developed as part of the Legacy Eden Shores Development, in accordance with the Development Plan."

19. The following new sentence is added at the end of Section 7.1:

"In connection with execution of the Legacy Eden Shores Amendment, Owner and the City have agreed to an extension of the initial ten (10) year term of the Agreement for an additional five (years) to a date that is fifteen years from the Effective Date, in accordance with the provisions of Sections 7 and 8 of the Agreement."

20. The following new sentence is added at the end of Section 14.2:

"With respect to Legacy Eden Shores Development, the City acknowledges and agrees that payment of school mitigation fees in the amount set forth in Paragraph 13 (adding new Section 3.13) of this Legacy Eden Shores Amendment constitutes full and complete satisfaction of required mitigation of impacts on schools. The City further acknowledges and agrees that expenditure by Owner's predecessor of the sum of approximately Seven Million Dollars ($7,000,000), substantially in excess of the Three Million Dollars ($3,000,000) originally estimated, for construction of the Sports Park Complex, coupled with the establishment of the LLD as set forth in Paragraph 13 (adding new Section 3.12) of this Legacy Eden Shores Amendment, and the provision of additional open space acreage of on site open space areas within the Legacy Eden Shores Development and/or payment of in-lieu

fees as later determined by the City in consideration of future development proposals constitutes full and complete satisfaction of required mitigation of impacts on parkland and open space, and meets all City requirements regarding same, as it relates to the Legacy Eden Shores Development."

21. A new subsection 14.4.3 is added to Section 14.4 as follows:

"14.4.3. Satisfaction of Conditions of Approval, Obligations or Requirements. The City acknowledges and agrees that all Conditions of Approval imposed by the City in connection with and at the time of adoption and execution of the Mount Eden Business and Sports Park Community Development Agreement in 1999, including but not limited to the Conditions of Approval for Vesting Tentative Tract 7065 as approved by the City Council September 21, 1999, and any other obligations or requirements required to be satisfied in connection with development of the property comprising the Legacy Eden Shores Development have been fully satisfied and that neither Eden Shores Associates I nor Eden Shores Associates II has any continuing obligation for or with respect to those obligations, Conditions of Approval or requirements. The City further acknowledges and agrees that neither Eden Shores Associates I nor Eden Shores Associates II have any obligation with respect to any Conditions of Approval or other obligations or requirements, imposed by the City or agreed to by predecessors of Eden Shores Associates I or Eden Shores Associates II relating to development of Oliver West or to the Eden Shores East Residential Development.

22. The party to whom notice to Owner under Section 14.18 is to be given for Eden Shores Associates I and Eden Shores Associates II shall be changed to Steve Dunn, Senior Vice President, Legacy Partners Commercial, Inc., 400 East Third Avenue, Suite 600, Foster City, CA 94404.

23. The parties agree that Hayward Oliver Owners and Duc Housing shall have no obligation to perform any of the obligations of Owner under the terms of this Legacy Eden Shores Amendment.

24. Except as expressly amended herein, the Agreement shall remain in full force and effect.

[SIGNATURES CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Legacy Eden Shores Amendment to Mount Eden Business and Sports Park Community Development Agreement as of the day and year first above written. The signatories to this Legacy Eden Shores Amendment represent that they are duly authorized to execute this amendment and to bind the Parties hereto.

EDEN SHORES ASSOCIATES I, LLC,
a Delaware limited liability company

By: _____

EDEN SHORES ASSOCIATES II, LLC,
A Delaware limited liability company

By: _____

CITY OF HAYWARD

By: _____
City Manager

Attest: _____
City Clerk

Approved As To Form: _____
City Attorney

EXHIBIT A
[LEGAL DESCRIPTION]

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, a Notary Public in and for said County and State, 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

_____
Signature of Notary Public.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, a Notary Public in and for said County and State, 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.

_____
Signature of Notary Public