

**MINUTES OF JOINT CITY COUNCIL/HAYWARD GEOLOGIC HAZARD  
ABATEMENT DISTRICT BOARD MEETING  
OF THE CITY OF HAYWARD  
Council Chambers  
777 B Street, Hayward, CA 94541  
Tuesday, May 7, 2019**

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The Joint City Council/Hayward Geologic Hazard Abatement District Board meeting was called to order by Board Chair Halliday at 7:03 p.m.

**ROLL CALL**

Present: BOARD MEMBERS Zermeño, Márquez, Mendall, Wahab, Lamnin, Salinas  
and Chair Halliday

Absent: None

**MINUTES**

1. Accept the Minutes of the March 19, 2019 meeting of the GHAD Board of Directors. It was moved by Board Member Marquez and seconded by Board Member Lamnin, to approve the Minutes of the March 19, 2019 meeting of the GHAD Board of Directors; the motion carried unanimously (7-0-0).

**PUBLIC HEARING**

2. GHAD Manager Eric Harrell requested the Board open a public hearing on the proposed assessments for the 59-unit single family Ersted Project, as set forth in the Engineer's Report dated March 19, 2019 and take any public testimony on the proposed assessment of \$932.00 for FY 2018/2019. Following the public hearing, the GHAD Manager requested the Board direct the GHAD Clerk canvass and tabulate the assessment ballots and, if the vote supports the assessment, have the Board authorize the levy and collection of the assessments for the Ersted Property within the GHAD.

The public hearing was opened and one member of the public inquired who pays the assessment. The Board Chair explained that each property owner within the development will be assessed through property tax should the vote support the proposed assessment. The public hearing was closed.

The votes were tabulated and were in support of the proposed assessment.

It was moved by Board member Márquez and seconded by Board member Mendall to approve Resolution No. 19-05 to Accept the Tabulation of Votes (7-0-0). It was moved by Board member Zermeño and seconded by Board member Mendall to approve Resolution No. 19-06 Confirming Assessment and Authorizing the Levy and Collection of the Assessment for the Ersted Project Within the Hayward GHAD (7-0-0).

## **ADJOURNMENT**

GHAD Board Chair Halliday adjourned the meeting at 7:13 pm.

APPROVED:

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Barbara Halliday, Board Chair,  
Hayward Geologic Hazard Abatement District

ATTEST:

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Patricia E. Curtin Clerk,  
Hayward Geologic Hazard Abatement District

**HAYWARD  
GEOLOGIC HAZARD ABATEMENT DISTRICT**

**TO: Hayward GHAD Board of Directors**

**FROM: GHAD Manager  
GHAD Attorney**

**BOARD MEETING DATE: February 25, 2020**

**SUBJECT: Public Hearing to Approve Transfer of Plan of Control Responsibilities for Selected Assessor's Parcel Numbers (APNs) in The Reserve Development from La Vista, LP to the Hayward Geologic Hazard Abatement District (GHAD) and Authorizing the GHAD Manager to Accept Title to Certain Real Property**

**RECOMMENDATION(S):**

Staff recommends that the Hayward GHAD Board of Directors adopt Resolution 20-01 approving transfer of Plan of Control responsibilities for selected APNs in The Reserve development from La Vista, LP to the Hayward GHAD and authorizing the GHAD to accept title to these parcels.

**SUMMARY:**

As part of the formation of the Hayward GHAD, the GHAD Board of Directors approved a Plan of Control and Engineer's Report for The Reserve property (Tract 7620) that outlined a process for the developer to transfer long-term monitoring and maintenance responsibilities to the GHAD when specified conditions had been met. As planned, in addition to monitoring and maintenance responsibilities, the GHAD will own selected parcels within Tract 7620. GHAD staff has verified that selected parcels are eligible for transfer.

**BACKGROUND AND DISCUSSION:**

The process for transferring future Hayward GHAD responsibilities from the developer to the GHAD are listed in the adopted 2017 Plan of Control and Engineer's Report ("Formation Documents") for The Reserve development. On March 23, 2018, the developer, La Vista, LP initiated the transfer process by providing the GHAD Manager with transfer applications for parcels within The Reserve development (Tract 7620). In response to these transfer applications, the GHAD Manager began the process of verifying that the facilities for which the GHAD will have maintenance responsibilities have been constructed and maintained according to the City-approved plans and are in good working order. The GHAD provided the developer with a "Punchlist" letter summarizing the condition of the future GHAD owned and/or maintained parcels and improvements. The letter dated July 26, 2018 is provided as an attachment to this staff report.

Subsequently the developer notified the GHAD that it had completed maintenance or repair of selected items identified on the "Punchlist" letter. The GHAD Manager re-inspected the improvements in advance of preparing the information provided in Tables 1 and 2. Table 1 lists

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February 25, 2020

the parcels that the GHAD Manager has identified as being in a condition in which the Hayward GHAD can accept ownership, monitoring and maintenance responsibilities. Table 2 lists parcels that have been offered to the GHAD, but still have outstanding issues that will need to be resolved prior to GHAD acceptance. Tables 1 and 2 also identify parcels listed in the Plan of Control for future GHAD ownership. A copy of the letter identifying parcels eligible for transfer is provided as an attachment to this staff report.

**TABLE 1: Eligible Transfer Parcels**

ASSESSOR'S PARCEL NUMBER	DESCRIPTION (Tract 7620)	GHAD OWNERSHIP
83-477-4	Parcel C	Yes
83-480-1	Parcel D	Yes
83-478-1	Parcel E	No
83-478-2	Parcel F	No
83-478-3	Parcel G	No
83-478-4	Parcel H	No
83-478-5	Parcel I	No
83-479-1	Parcel J	No
83-479-2	Parcel K	No
83-479-3	Parcel L	No
83-479-4	Parcel M	No
83-480-2	Parcel N	Yes
83-478-6	Parcel O	Yes
83-477-6	Parcel Q	No
83-477-7	Parcel R	No
83-478-7	Parcel S	No
83-477-8	Parcel T	No
83-480-3	Parcel U	Yes
83-480-4	Parcel V	Yes
83-75-2-15	Unsurveyed Remainder	Yes
83-125-1-14	Unsurveyed Remainder	Yes
83-75-2-9	La Vista LP 2006-301610	Yes
83-75-2-11	La Vista LP 2007-408664	Yes
83-75-2-13	La Vista LP 2007-408664	Yes
83-125-1-18	La Vista LP 2007-408664	Yes
83-125-1-21	La Vista LP 2007-408664	Yes
83-477-1	Public Roads	No
Various	Residential Lots 1 through 179	No



**TABLE 2 Parcels or Easements not yet Eligible for Transfer**

ASSESSOR'S PARCEL NUMBER	DESCRIPTION (Tract 7620)	GHAD OWNERSHIP
83-477-2	Parcel A	No
83-477-3	Parcel B	Yes
83-477-5	Parcel P	No
	Easement "M"	No
	Easement "TBD"	No

If acceptance of the parcels listed in Table 1 is approved by the GHAD Board of Directors by resolution, the Hayward GHAD will be responsible for owning, monitoring and maintenance of the identified parcels.

La Vista, LP is granting ownership of 13 parcels within Tract 7620 to the GHAD. The parcels total approximately 108 acres of land. The transfer of ownership of these parcels to the GHAD was anticipated in the adopted Plan of Control which is authorized by California Public Resources Code section 26577 which states, *"A district may purchase, lease, obtain an option on, acquire by gift, grant bequest, or devise, or otherwise acquire any property or any interest in property"*.

A condition of approval of the La Vista development required the developer to form a Lighting and Landscape Assessment District ("LLD"). La Vista, LP formed and annexed the development to Benefit Zone No. 14 of LLD No. 96-1. If the GHAD Board of Directors approves Resolution No. 20-01, the GHAD will own 12 parcels within Tract 7620, which the LLD is required to enter in order to undertake work of LLD 96-1. The GHAD Board, therefore, is granting a Right of Entry to the City of Hayward to allow the LLD work to be undertaken on GHAD property.

#### **FISCAL IMPACT:**

The approved Formation Documents for The Reserve development anticipated funding of GHAD maintained improvements through an assessment of property owners within the District. Levy of these assessments started in fiscal year 2017/18 and are anticipated to continue in perpetuity.

#### **NEXT STEPS:**

1. If the GHAD Board of Directors approves transfer of Plan of Control responsibilities for selected parcels from the developer to the Hayward GHAD, the GHAD Board of Directors shall then consider adoption of a budget for the remainder of FY 2019/20. A budget for the 2020/21 fiscal year will be presented to the GHAD Board of Directors for its consideration prior to the start of the 2020/21 fiscal year.
2. Parcels or easements within The Reserve development not currently eligible for the transfer of GHAD responsibilities from the developer to the GHAD will be brought before the GHAD Board of Directors at a later date for transfer consideration.

*Prepared by:* The GHAD Manager and GHAD Attorney

*Recommended by:* GHAD Manager

ATTACHMENTS:

- A. Geologic Hazard Abatement District (GHAD) Plan of Control Transfer Letter dated July 26, 2018
- B. Geologic Hazard Abatement District (GHAD) Plan of Control Transfer Acceptance of Selected Parcels, dated February 14, 2020
- C. Resolution to Approve Transfer of Plan of Control Responsibilities for selected Assessor's Parcel Numbers (APNs) in The Reserve Development from La Vista, LP to the Hayward Geologic Hazard Abatement District (GHAD) and Authorizing the GHAD Manager to Accept Title to Certain Real Property
- D. Exhibit A to Resolution – Grant Deeds (13)
- E. Exhibit B to Resolution (Right of Entry and Agreement Regarding Open Space Property)

July 26, 2018

Project No.  
**6671.105.001**

Mr. Jim Summers  
La Vista, L.P.  
11555 Dublin Boulevard  
Dublin, CA 94568

Subject: Hayward Geologic Hazard Abatement District  
La Vista Development  
Hayward, California

**GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD)  
PLAN OF CONTROL TRANSFER MONITORING**

Dear Mr. Summers:

As requested, ENGEO Incorporated, acting as the Hayward GHAD Manager, conducted a monitoring event for the listed parcels within the La Vista development (Tract 7620), including the unsurveyed remainder and Easements "M" and "TBD" in Hayward, California. The site-monitoring event occurred on April 20 and June 26, 2018. These parcels are proposed for transfer ("Transfer Parcels"), as identified on the transfer application provided by La Vista L.P. ("Developer") to the Hayward GHAD, and as listed in the table below.

**TABLE 1: Transfer Parcels**

ASSESSOR'S PARCEL NUMBER	DESCRIPTION (Tract 7620)	GHAD OWNERSHIP
83-477-2	Parcel A	No
83-477-3	Parcel B	Yes
83-477-4	Parcel C	Yes
83-480-1	Parcel D	Yes
83-478-1	Parcel E	No
83-478-2	Parcel F	No
83-478-3	Parcel G	No
83-478-4	Parcel H	No
83-478-5	Parcel I	No
83-479-1	Parcel J	No
83-479-2	Parcel K	No
83-479-3	Parcel L	No
83-479-4	Parcel M	No
83-480-2	Parcel N	Yes
83-478-6	Parcel O	Yes
83-477-5	Parcel P	No
83-477-6	Parcel Q	No
83-477-7	Parcel R	No
83-478-7	Parcel S	No
83-477-8	Parcel T	No
83-480-3	Parcel U	Yes

ASSESSOR'S PARCEL NUMBER	DESCRIPTION (Tract 7620)	GHAD OWNERSHIP
83-480-4	Parcel V	Yes
83-75-2-15	Parcel M (Unsurveyed Remainder)	Yes
83-75-2-9	La Vista LP 2006-301610	Yes
83-75-2-11	La Vista LP 2007-408664	Yes
83-75-2-13	La Vista LP 2007-408664	Yes
83-125-1-18	La Vista LP 2007-408664	Yes
83-125-1-21	La Vista LP 2007-408664	Yes
83-477-1	Public Roads	No
	Easement "M"	No
	Easement "TBD"	No
Various	Residential Lots 1 through 179	No

As described in Section 6.4 of the La Vista Development Plan of Control (Reference 1), the purpose of this monitoring is to verify that all the facilities for which the GHAD will have maintenance responsibility have been constructed and maintained according to the City-approved plans and specifications for the individual improvements, and that such facilities are operational and in good working order.

As stated in the Plan of Control, eligibility for transfer will occur exactly 1 year after the issuance of the first residential building permit within the La Vista development. The turnover date may be extended by the property owner. The first residential building permit within the La Vista development was issued in 2016.

Improvements on APN 83-477-2 (Parcel A), 83-477-3 (Parcel B), APNs 83-478-1, 83-478-2, and 83-478-3 (Parcels E, F, and G, respectively), APN 83-477-5 (Parcel P), APN 83-478-7 (Parcel S), and Lots 4 through 29 and 40 through 77 for which the GHAD will be responsible have not been completed; therefore, we have not evaluated these parcels for transfer to the GHAD at this time.

Shown on Table 2 are the parcels where the GHAD did not identify areas of concern.

**TABLE 2: Parcels without Areas of GHAD Concern**

ASSESSOR'S PARCEL NUMBER	DESCRIPTION
83-477-1	Public Roads
Various	Residential Lots 1-3, 30-39, and 78-179

## COMMENTS

We had the following observations during the site-monitoring event.

### Drainage Ditches

1. In general, the concrete-lined drainage ditches were in good condition; however, they are in need of routine maintenance. Routine maintenance should include removal of vegetation, vegetative debris, and soil within the ditches. We recommend vegetation be cut and removed from within the ditches and for a minimum of 6 inches on both sides of the ditches.

2. Mechanical damage was observed to the downslope edges of concrete-lined drainage ditches in several areas. Removal and replacement of the distressed areas is recommended. Depending on the severity of the damage, this could involve replacing either the damaged area only or the entire segment that includes the distressed area. Replaced areas should be saw cut and doweled into the remaining ditch segments.
3. Cracks were observed in the concrete-lined drainage ditches that ranged from “hairline” up to approximately ½ inch in width. In general, open cracks less than ½ inch wide can be sealed in a manner that will maintain the integrity of the ditches. Vegetation and soil should be removed from the cracks, and the cracks should be dry prior to placement of sealing compound.
4. Straw rolls, gravel fill sacks, and construction materials should be removed from the concrete-lined drainage ditches.
5. The western end of the second concrete ditch above Cantera Drive terminates into an earthen-lined ditch. Please confirm the approved plan length for the concrete-lined portion of this ditch.

### **Storm Drain System**

6. Maintenance of GHAD-maintained storm drain improvements should include bolting unsecured grates, removal of accumulated vegetation, debris, construction materials, and soil.
7. Confirmation should be provided that the storm drain system on future GHAD-owned parcels is in good condition and is free of significant debris. Confirmation could include a video of the storm drain system or approved equivalent.

### **Open Space and Slopes**

8. On the unsurveyed remainder parcel, it appears that 3 to 4 small landslides have been repaired recently from movement that occurred during the winter of 2016/17. Several 4-inch-diameter subdrains were observed during the site walkover that were not plotted on the referenced as-built subdrain map. The GHAD should be provided with details of the landslide mitigation work and final subdrain outlet locations.
9. On the unsurveyed remainder parcel, several unvegetated areas were observed on the slopes. In these areas, we observed erosion gullies up to approximately 18 inches in depth. We recommend backfilling of the gullies, as necessary. Erosion control measures such as seeding or covering with turf reinforcement mat should be taken to protect the slopes so that soil does not enter the adjacent concrete-lined ditch and/or storm drain system.
10. Degraded erosion control materials should be removed from within the future GHAD-owned parcels.
11. Litter and construction debris should be removed from the future GHAD-owned parcels.
12. A riprap-lined swale, underlain by plastic, has been constructed along the western and northern portions of the GHAD, including Parcels O, P, and the unsurveyed remainder. Please comment on plans for this improvement that is not identified on the grading plans.

13. A seep measuring approximately 120 feet in length and 40 feet in width was observed on the slope behind Lot 66. Ponded water was observed on Parcel S. This area should be evaluated for additional subsurface drainage system as saturation of the slope can promote slope instability.

### **Subdrains**

14. A number of keyway or swale subdrain outlets could not be located or viewed due to their outfall locations. The subdrain outlets should be located and exposed to allow observation by the GHAD. This includes subdrain outlets along Tennyson Road that are located outside the GHAD boundary, but drain subsurface areas within the GHAD.
15. We were unable to locate the subdrain outlet for the GHAD-maintained mechanically stabilized earth (MSE) retaining wall on Parcel D. The subdrain outlet should be located and marked on the site to allow for future GHAD monitoring and maintenance.

### **Vegetation Management**

16. On future GHAD-owned parcels and Easements “M” and “TBD”, vegetation should be controlled sufficiently to meet the requirements of the Hayward Fire Department or site-specific fuel management plan. In addition, the GHAD should be provided with any agreements, plans, or requirements related to vegetation management on the subject parcels.

### **Water Quality/Detention Basins**

17. The Alquire water quality/detention basin should be maintained in accordance with the applicable operations and maintenance manual. Fencing along the basin has been damaged and should be repaired.

### **Water Quality/Detention Basin Roadway**

18. Vegetation on gravel-surfaced maintenance roadways for the Alquire water quality/detention basin should be removed and the roadways should be treated with herbicides to prevent excessive growth in the future.

### **Fencing, Locks, and Signage**

19. The perimeter of the GHAD-owned parcels was checked for proper fencing, signage, and locks. As provided in the referenced Plan of Control, the GHAD will maintain perimeter/boundary fencing on GHAD-owned parcels (Transfer Parcels B, C, D, N, O, U, V, APN 083-075-002-14, APN 083-125-001-14, APN 083-075-002-9, APN 083-075-002-13, APN 083-125-001-18, and APN 083-125-0012-21). In several areas, fences appeared to be in poor condition. GHAD-maintained fencing should be in a well-maintained condition prior to GHAD acceptance. The GHAD requests an exhibit showing GHAD-maintained perimeter/boundary fencing.

### Transfer Documents

20. The GHAD should be provided with any agreements or requirements related to landscape maintenance on future GHAD-owned parcels. The GHAD will review any conditions related to landscape maintenance to determine if the current conditions meet these requirements. In addition, the GHAD should be supplied with a contact to notify if any issues arise with the plants or irrigation system.
21. The GHAD should be provided with copies of approved landscape plans, including plans showing any mitigation plantings and associated irrigation systems. The GHAD should also be provided with the process the developer has for decommissioning of any temporary irrigation systems.
22. The GHAD requests documentation from the City of Hayward that would include acceptance of GHAD-maintained improvements, including earthwork, within the future Hayward GHAD owned parcels.
23. The GHAD should be provided with conservation easement documents for the agreements with the City of Hayward and the East Bay Regional Park District.
24. Mechanically Stabilized Earth (MSE) retaining wall designs with drainage outfall locations should be provided to the GHAD for reference.
25. The GHAD should be provided with copies of the geotechnical exploration reports, grading plans, corrective grading plans, improvement plans, field-verified geologic maps, as-built subdrain plans, testing and observation reports, and any relevant geotechnical documents related to earthwork within the La Vista development.
26. The GHAD should be provided with copies of the operation and maintenance manual(s) for the water quality, detention basin, CDS™ or any of the other GHAD-maintained storm drain facilities.
27. The GHAD should be provided with a copy of the approved Covenants, Conditions, and Restrictions for the La Vista development.
28. The GHAD should be provided with preliminary title reports for all future GHAD-owned parcels. Existing easements or other title exceptions will be reviewed and may need to be extinguished before deeds are recorded.
29. The GHAD should be provided with copies of the recorded Declaration of Disclosures, Right of Entry and Restrictive Covenants Regarding Hayward Geologic Hazard Abatement District ("Declaration").
30. Developer must transfer and assign its rights, duties, obligations and burdens under Easements "M" and "TBD" to the GHAD and the GHAD must be the beneficiary of a permanent easement by Hayward Tennyson, LLC acceptable to the GHAD.
31. Ownership of the GHAD Parcels identified on Table 1 will be conveyed by the Developer to the GHAD at the end of the transfer process, which shall be the date the GHAD becomes responsible for oversight of the actual physical maintenance of the GHAD Parcels. The Developer shall record a grant deed transferring fee title to the GHAD for the GHAD Parcels.

The grant deed(s) must first be reviewed and approved by the GHAD Manager and GHAD Attorney.

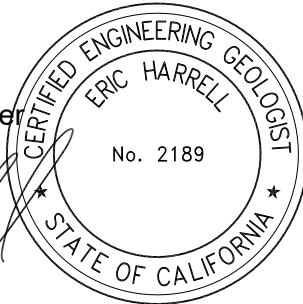
We will review the requested documentation and reinspect the listed site conditions after we are informed in writing that the site corrective work has been completed.

Please do not hesitate to call if you have any questions regarding this letter.

Sincerely,

ENGEO Incorporated  
Hayward GHAD Manager

  
Eric Harrell, CEG  
eh/mt/jf



  
Macy Tong, GE

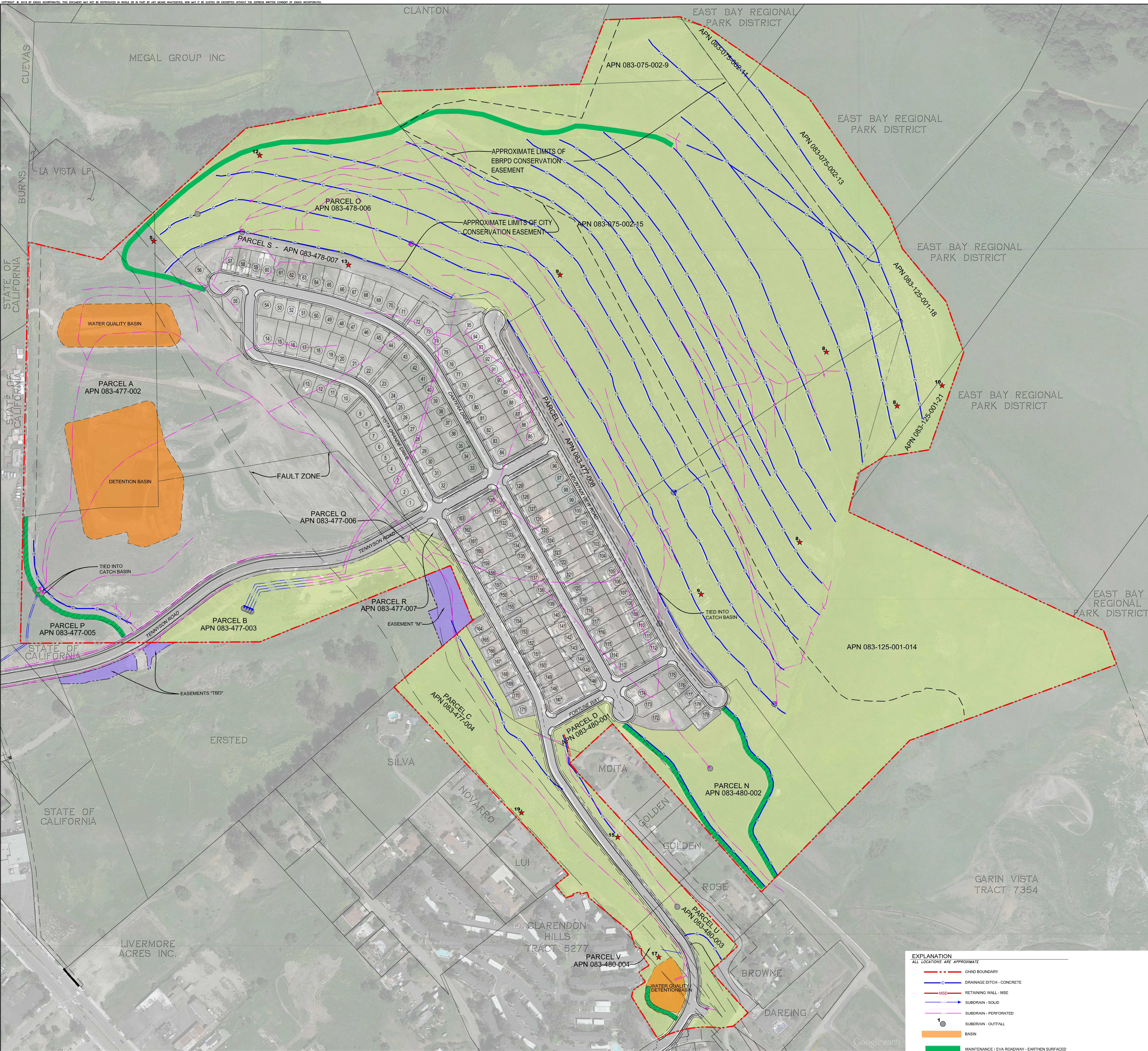
Attachments:      List of Selected References  
                            Figure 1 – Site Plan



## SELECTED REFERENCES

1. ENGEO, Hayward Geologic Hazard Abatement District (GHAD) Plan of Control – La Vista Development, Hayward, California, Project No. 6671.105.001, October 17, 2016.
2. ENGEO, Hayward Geologic Hazard Abatement District (GHAD) Pre-Transfer Ditch Reconnaissance – La Vista Development, Hayward GHAD, Hayward, California, Project No. 6671.105.001, October 13, 2017.
3. Ruggeri-Jensen-Azar, Inc., Grading Plans (Tract 6720), La Vista, Hayward, California, June 5, 2007.
4. Berlogar Stevens and Associates, As-Built Subdrain Plan, Plate 1, La Vista Quarry, Hayward, California, July 2017.







Project No.  
**6671.002.019**

February 13, 2020

Hayward Geologic Hazard Abatement District Board of Directors

Chair Barbara Halliday

Boardmember Francisco Zermeño

Boardmember Al Mendall

Boardmember Sara Lamnin

Boardmember Elisa Márquez

Boardmember Mark Salinas

Boardmember Aisha Wahab

Hayward Geologic Hazard Abatement District

777 B Street

Hayward, CA 94541

Subject: The Reserve  
Hayward, California

**HAYWARD GEOLOGIC HAZARD ABATEMENT DISTRICT  
PLAN OF CONTROL TRANSFER ACCEPTANCE OF SELECTED PARCELS**

Dear Chair Halliday and Boardmembers:

As requested, ENGEO Incorporated, acting as the Hayward Geologic Hazard Abatement District (GHAD) Manager, reinspected the parcels listed in Table 1 within The Reserve development. The purpose of the inspection was to verify completion of the punchlist items, if any, provided to the developer, La Vista, LP in Reference 1.

As stated in the Plan of Control (Reference 2), eligibility for transfer will occur exactly 1 year after the issuance of the first residential building permit within The Reserve development. The turnover date may be extended by the property owner. The first residential building permit within The Reserve development was issued in 2016.

The parcels listed below in Table 1 were identified on the transfer applications provided by La Vista, LP to the Hayward GHAD. As described in The Reserve Plan of Control, the purpose of the monitoring events were to verify that the facilities for which the GHAD will have maintenance and monitoring responsibilities have been constructed and maintained according to the City-approved plans and specifications for the individual improvements, and that such facilities are operational and in good working order.

During the most recent event, we did not identify areas of concern related to the following parcels.

**TABLE 1: Parcels Eligible for Transfer to the Hayward GHAD**

ASSESSOR'S PARCEL NUMBER	DESCRIPTION (Tract 7620)	GHAD OWNERSHIP
83-477-4	Parcel C	Yes
83-480-1	Parcel D	Yes
83-478-1	Parcel E	No
83-478-2	Parcel F	No

Hayward Geologic Hazard Abatement District  
The Reserve  
HAYWARD GEOLOGIC HAZARD ABATEMENT DISTRICT  
PLAN OF CONTROL TRANSFER ACCEPTANCE OF SELECTED PARCELS

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February 13, 2020  
Page 2

ASSESSOR'S PARCEL NUMBER	DESCRIPTION (Tract 7620)	GHAD OWNERSHIP
83-478-3	Parcel G	No
83-478-4	Parcel H	No
83-478-5	Parcel I	No
83-479-1	Parcel J	No
83-479-2	Parcel K	No
83-479-3	Parcel L	No
83-479-4	Parcel M	No
83-480-2	Parcel N	Yes
83-478-6	Parcel O	Yes
83-477-6	Parcel Q	No
83-477-7	Parcel R	No
83-478-7	Parcel S	No
83-477-8	Parcel T	No
83-480-3	Parcel U	Yes
83-480-4	Parcel V	Yes
83-75-2-15	Unsurveyed Remainder	Yes
83-75-2-9	La Vista LP 2006-301610	Yes
83-75-2-11	La Vista LP 2007-408664	Yes
83-75-2-13	La Vista LP 2007-408664	Yes
83-125-1-18	La Vista LP 2007-408664	Yes
83-125-1-21	La Vista LP 2007-408664	Yes
83-477-1	Public Roads	No
Various	Residential Lots 1 through 179	No


The parcels listed on Table 1 are eligible for acceptance of GHAD responsibility for performing Plan of Control activities. At the time the GHAD Board of Directors approves the transfer by resolution, the GHAD will accept responsibility for performing Plan of Control activities on the listed parcels in Table 1.

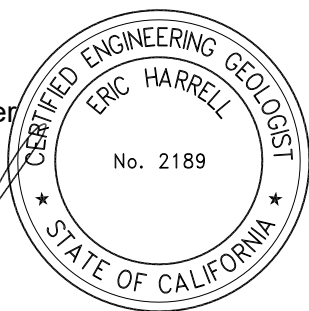
Please do not hesitate to contact us if you have any questions regarding this letter.


Sincerely,

ENGEO Incorporated

Hayward GHAD Manager

  
Eric Harrell, CEG  
eh/ht/dt



  
Haley Trindle, GIT

Attachment: Selected References

## SELECTED REFERENCES

1. ENGEO, Geologic Hazard Abatement District (GHAD) Plan of Control Transfer Monitoring, The Reserve, Hayward, California, Project No. 6671.105.001, July 26, 2018.
2. ENGEO, Hayward Geologic Hazard Abatement District (GHAD) Plan of Control – La Vista Development, Hayward, California, Project No. 6671.105.001, October 17, 2016.

THE BOARD OF DIRECTORS OF HAYWARD GEOLOGIC HAZARD ABATEMENT  
DISTRICT

RESOLUTION NO. 20-01

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APPROVE TRANSFER OF PLAN OF CONTROL RESPONSIBILITIES FOR SELECTED ASSESSOR'S PARCEL NUMBERS (APNS) IN THE RESERVE DEVELOPMENT FROM LA VISTA, LP TO THE HAYWARD GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD) AND AUTHORIZE THE GHAD MANAGER TO ACCEPT TITLE TO CERTAIN REAL PROPERTY

WHEREAS, on March 1, 2016, the City Council adopted Resolution 16-030, approving and ordering formation of the Hayward Geologic Abatement District (GHAD) as described in the GHAD Plan of Control for the La Vista subdivision (Tract 7620) and appointed itself to act as the GHAD Board of Directors (the "Board"); and

WHEREAS, on October 25, 2016 the Hayward GHAD adopted Resolution No. 16-03 that approved the Plan of Control for the La Vista (The Reserve) development; and

WHEREAS, the approved Plan of Control provides a process for transferring ownership, monitoring and maintenance responsibilities for GHAD activities from the developer to the GHAD; and

WHEREAS, La Vista, LP provided the Hayward GHAD with a transfer application offering Assessor's Parcel Numbers (APNs) and easements within The Reserve development to the GHAD; and

WHEREAS, La Vista, LP has fulfilled the requirements set forth in the adopted Plan of Control with verification by the GHAD Manager as documented in the Acceptance Letter dated February 14, 2020 for selected parcels; and

WHEREAS California Public Resources Code section 26577 authorizes the GHAD to acquire interests in real property.

WHEREAS, a condition of approval of the La Vista development required the developer to form a Lighting and Landscape Assessment District ("LLD") which is required to enter GHAD property in order to undertake the maintenance and repair work of LLD 96-1. The GHAD Board, therefore, is granting a Right of Entry to the City of Hayward to allow the LLD work to be undertaken on GHAD property.

NOW, THEREFORE, BE IT RESOLVED that the Hayward GHAD Board of Directors hereby orders that:

1. The GHAD Board approves the transfer of ownership of selected parcels and Plan of Control responsibilities to the Orinda GHAD for APNs identified in the acceptance letter dated February 14, 2020.
2. The GHAD Manager is authorized to accept Grant Deeds, record the Grant Deeds, and take other actions that may be necessary for the GHAD to accept fee title to the parcels described as Parcels C, D, N, O, U, and V of Tract 7620 and APNs 083-075-002-15; 083-075-002-9; 083-075-002-11; 083-075-002-13; 083-125-001-

18; 083-125-001-27; and 083-125-001-014.

3. The GHAD Board Grants a Right of Entry and Agreement to the City of Hayward regarding Open Space Property (for Lighting and Landscape Maintenance Purposes).
4. The recitals are incorporated herein by this reference.
5. This Resolution shall become effective immediately upon its passage and adoption.

IN COUNCIL, HAYWARD, CALIFORNIA February 25, 2020

ADOPTED BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: \_\_\_\_\_

Clerk of Hayward Geologic Hazard Abatement  
District  
Board of Directors of the City of Hayward

APPROVED AS TO FORM:

---

General Counsel of the Hayward Geologic Hazard Abatement District

Attachment 1- Grant Deeds (13)



**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

Hayward GHAD  
777 "B" Street  
Hayward, CA 94541

Attn: Miriam Lens

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES  
PURSUANT TO SECTION 27383 OF THE CALIFORNIA  
GOVERNMENT CODE

---

**GRANT DEED**

FOR NO VALUABLE CONSIDERATION,

**La Vista, LP, a California limited partnership**

hereby GRANTS to

**Hayward Geologic Hazard Abatement District, a California district organized and existing  
under the laws of the State of California,**

all right, title, and interest in and to the following described real property in the City of Hayward,  
County of Alameda, State of California:

See **Exhibit A** attached hereto and incorporated herein

APN: 083-477-004

Dated: \_\_\_\_\_, 2020      LA VISTA L.P. a California limited liability company

By:    LA VISTA L.L.C., a California limited  
liability company, its General Partner

By:    \_\_\_\_\_  
James B. Summers, Manager

By:    \_\_\_\_\_  
Ernest D. Lampkin, Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 2020, before me, \_\_\_\_\_, a Notary Public, personally appeared Robin Parsons Mulholland, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Name of Notary: \_\_\_\_\_  
County of Notary's principal place of business: \_\_\_\_\_  
Notary's telephone number: \_\_\_\_\_  
Notary's Commission number: \_\_\_\_\_  
Notary's Commission expiration date: \_\_\_\_\_

## **Exhibit A**

### Legal Description

Parcel C of Tract 7620, recorded in the Office of the Recorder of Alameda County in Book 339 of Maps, at Pages 46-69.

APN: 083-477-004

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

Hayward GHAD  
777 "B" Street  
Hayward, CA 94541

Attn: Miriam Lens

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES  
PURSUANT TO SECTION 27383 OF THE CALIFORNIA  
GOVERNMENT CODE

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**GRANT DEED**

FOR NO VALUABLE CONSIDERATION,

**La Vista, LP, a California limited partnership**

hereby GRANTS to

**Hayward Geologic Hazard Abatement District, a California district organized and existing  
under the laws of the State of California,**

all right, title, and interest in and to the following described real property in the City of Hayward,  
County of Alameda, State of California:

See **Exhibit A** attached hereto and incorporated herein

APN: 083-480-001

Dated: \_\_\_\_\_, 2020      LA VISTA L.P. a California limited liability company

By:    LA VISTA L.L.C., a California limited  
liability company, its General Partner

By:    \_\_\_\_\_  
James B. Summers, Manager

By:    \_\_\_\_\_  
Ernest D. Lampkin, Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 2020, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Name of Notary: \_\_\_\_\_  
County of Notary's principal place of business: \_\_\_\_\_  
Notary's telephone number: \_\_\_\_\_  
Notary's Commission number: \_\_\_\_\_  
Notary's Commission expiration date: \_\_\_\_\_

## **Exhibit A**

### Legal Description

Parcel D of Tract 7620, recorded in the Office of the Recorder of Alameda County in Book 339 of Maps, at Pages 46-69.

APN: 083-480-001

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

Hayward GHAD  
777 "B" Street  
Hayward, CA 94541

Attn: Miriam Lens

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES  
PURSUANT TO SECTION 27383 OF THE CALIFORNIA  
GOVERNMENT CODE

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**GRANT DEED**

FOR NO VALUABLE CONSIDERATION,

**La Vista, LP, a California limited partnership**

hereby GRANTS to

**Hayward Geologic Hazard Abatement District, a California district organized and existing  
under the laws of the State of California,**

all right, title, and interest in and to the following described real property in the City of Hayward,  
County of Alameda, State of California:

See **Exhibit A** attached hereto and incorporated herein

APN: 083-480-002

Dated: \_\_\_\_\_, 2020      LA VISTA L.P. a California limited liability company

By:    LA VISTA L.L.C., a California limited  
liability company, its General Partner

By:    \_\_\_\_\_  
James B. Summers, Manager

By:    \_\_\_\_\_  
Ernest D. Lampkin, Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 2020, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Name of Notary: \_\_\_\_\_  
County of Notary's principal place of business: \_\_\_\_\_  
Notary's telephone number: \_\_\_\_\_  
Notary's Commission number: \_\_\_\_\_  
Notary's Commission expiration date: \_\_\_\_\_



## **Exhibit A**

### Legal Description

Parcel N of Tract 7620, recorded in the Office of the Recorder of Alameda County in Book 339 of Maps, at Pages 46-69.

APN: 083-480-002

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

Hayward GHAD  
777 "B" Street  
Hayward, CA 94541

Attn: Miriam Lens

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GOVERNMENT CODE

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**GRANT DEED**

FOR NO VALUABLE CONSIDERATION,

**La Vista, LP, a California limited partnership**

hereby GRANTS to

**Hayward Geologic Hazard Abatement District, a California district organized and existing  
under the laws of the State of California,**

all right, title, and interest in and to the following described real property in the City of Hayward,  
County of Alameda, State of California:

See **Exhibit A** attached hereto and incorporated herein

APN: 083-478-006

Dated: \_\_\_\_\_, 2020      LA VISTA L.P. a California limited liability company

By:    LA VISTA L.L.C., a California limited  
liability company, its General Partner

By:    \_\_\_\_\_  
James B. Summers, Manager

By:    \_\_\_\_\_  
Ernest D. Lampkin, Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 2020, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Name of Notary: \_\_\_\_\_  
County of Notary's principal place of business: \_\_\_\_\_  
Notary's telephone number: \_\_\_\_\_  
Notary's Commission number: \_\_\_\_\_  
Notary's Commission expiration date: \_\_\_\_\_

## **Exhibit A**

### **Legal Description**

Parcel O of Tract 7620, recorded in the Office of the Recorder of Alameda County in Book 339 of Maps, at Pages 46-69.

APN: 083-478-006

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

Hayward GHAD  
777 "B" Street  
Hayward, CA 94541

Attn: Miriam Lens

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES  
PURSUANT TO SECTION 27383 OF THE CALIFORNIA  
GOVERNMENT CODE

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**GRANT DEED**

FOR NO VALUABLE CONSIDERATION,

**La Vista, LP, a California limited partnership**

hereby GRANTS to

**Hayward Geologic Hazard Abatement District, a California district organized and existing  
under the laws of the State of California,**

all right, title, and interest in and to the following described real property in the City of Hayward,  
County of Alameda, State of California:

See **Exhibit A** attached hereto and incorporated herein

APN: 083-480-003

Dated: \_\_\_\_\_, 2020      LA VISTA L.P. a California limited liability company

By:    LA VISTA L.L.C., a California limited  
liability company, its General Partner

By:    \_\_\_\_\_  
James B. Summers, Manager

By:    \_\_\_\_\_  
Ernest D. Lampkin, Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 2020, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Name of Notary: \_\_\_\_\_  
County of Notary's principal place of business: \_\_\_\_\_  
Notary's telephone number: \_\_\_\_\_  
Notary's Commission number: \_\_\_\_\_  
Notary's Commission expiration date: \_\_\_\_\_

## **Exhibit A**

### Legal Description

Parcel U of Tract 7620, recorded in the Office of the Recorder of Alameda County in Book 339 of Maps, at Pages 46-69.

APN: 083-480-003

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

Hayward GHAD  
777 "B" Street  
Hayward, CA 94541

Attn: Miriam Lens

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES  
PURSUANT TO SECTION 27383 OF THE CALIFORNIA  
GOVERNMENT CODE

---

**GRANT DEED**

FOR NO VALUABLE CONSIDERATION,

**La Vista, LP, a California limited partnership**

hereby GRANTS to

**Hayward Geologic Hazard Abatement District, a California district organized and existing  
under the laws of the State of California,**

all right, title, and interest in and to the following described real property in the City of Hayward,  
County of Alameda, State of California:

See **Exhibit A** attached hereto and incorporated herein

APN: 083-480-004

Dated: \_\_\_\_\_, 2020      LA VISTA L.P. a California limited liability company

By:    LA VISTA L.L.C., a California limited  
liability company, its General Partner

By:    \_\_\_\_\_  
James B. Summers, Manager

By:    \_\_\_\_\_  
Ernest D. Lampkin, Manager



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State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 2020, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Name of Notary: \_\_\_\_\_  
County of Notary's principal place of business: \_\_\_\_\_  
Notary's telephone number: \_\_\_\_\_  
Notary's Commission number: \_\_\_\_\_  
Notary's Commission expiration date: \_\_\_\_\_

## **Exhibit A**

### Legal Description

Parcel V of Tract 7620, recorded in the Office of the Recorder of Alameda County in Book 339 of Maps, at Pages 46-69.

APN: 083-480-004

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

Hayward GHAD  
777 "B" Street  
Hayward, CA 94541

Attn: Miriam Lens

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES  
PURSUANT TO SECTION 27383 OF THE CALIFORNIA  
GOVERNMENT CODE

---

**GRANT DEED**

FOR NO VALUABLE CONSIDERATION,

**La Vista, LP, a California limited partnership**

hereby GRANTS to

**Hayward Geologic Hazard Abatement District, a California district organized and existing  
under the laws of the State of California,**

all right, title, and interest in and to the following described real property in the City of Hayward,  
County of Alameda, State of California:

See **Exhibit A** attached hereto and incorporated herein

APN: 083-075-002-15

Dated: \_\_\_\_\_, 2020      LA VISTA L.P. a California limited liability company

By:      LA VISTA L.L.C., a California limited  
liability company, its General Partner

By: \_\_\_\_\_  
James B. Summers, Manager

By: \_\_\_\_\_  
Ernest D. Lampkin, Manager

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State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 2020, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Name of Notary: \_\_\_\_\_  
County of Notary's principal place of business: \_\_\_\_\_  
Notary's telephone number: \_\_\_\_\_  
Notary's Commission number: \_\_\_\_\_  
Notary's Commission expiration date: \_\_\_\_\_

## **Exhibit A**

### Legal Description

083-075-002-15 of Tract 7620, recorded in the Office of the Recorder of Alameda County in Book \_\_\_\_ of Maps, at Page \_\_\_\_.

APN: 083-075-002-15

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

Hayward GHAD  
777 "B" Street  
Hayward, CA 94541

Attn: Miriam Lens

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES  
PURSUANT TO SECTION 27383 OF THE CALIFORNIA  
GOVERNMENT CODE

---

**GRANT DEED**

FOR NO VALUABLE CONSIDERATION,

**La Vista, LP, a California limited partnership**

hereby GRANTS to

**Hayward Geologic Hazard Abatement District, a California district organized and existing  
under the laws of the State of California,**

all right, title, and interest in and to the following described real property in the City of Hayward,  
County of Alameda, State of California:

See **Exhibit A** attached hereto and incorporated herein

APN: 083-075-002-9

Dated: \_\_\_\_\_, 2020      LA VISTA L.P. a California limited liability company

By:      LA VISTA L.L.C., a California limited  
liability company, its General Partner

By: \_\_\_\_\_  
James B. Summers, Manager

By: \_\_\_\_\_  
Ernest D. Lampkin, Manager

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State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 2020, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Name of Notary: \_\_\_\_\_  
County of Notary's principal place of business: \_\_\_\_\_  
Notary's telephone number: \_\_\_\_\_  
Notary's Commission number: \_\_\_\_\_  
Notary's Commission expiration date: \_\_\_\_\_

## **Exhibit A**

### Legal Description

083-075-002-9 of Tract 7620, recorded in the Office of the Recorder of Alameda County in Book \_\_\_\_ of Maps, at Page \_\_\_\_.

APN: 083-075-002-9



**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

Hayward GHAD  
777 "B" Street  
Hayward, CA 94541

Attn: Miriam Lens

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES  
PURSUANT TO SECTION 27383 OF THE CALIFORNIA  
GOVERNMENT CODE

---

**GRANT DEED**

FOR NO VALUABLE CONSIDERATION,

**La Vista, LP, a California limited partnership**

hereby GRANTS to

**Hayward Geologic Hazard Abatement District, a California district organized and existing  
under the laws of the State of California,**

all right, title, and interest in and to the following described real property in the City of Hayward,  
County of Alameda, State of California:

See **Exhibit A** attached hereto and incorporated herein

APN: 083-075-002-11

Dated: \_\_\_\_\_, 2020      LA VISTA L.P. a California limited liability company

By:      LA VISTA L.L.C., a California limited  
liability company, its General Partner

By: \_\_\_\_\_  
James B. Summers, Manager

By: \_\_\_\_\_  
Ernest D. Lampkin, Manager

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State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 2020, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Name of Notary: \_\_\_\_\_  
County of Notary's principal place of business: \_\_\_\_\_  
Notary's telephone number: \_\_\_\_\_  
Notary's Commission number: \_\_\_\_\_  
Notary's Commission expiration date: \_\_\_\_\_

## **Exhibit A**

### Legal Description

083-075-002-11 of Tract 7620, recorded in the Office of the Recorder of Alameda County in Book \_\_\_\_ of Maps, at Page \_\_\_\_.

APN: 083-075-002-11

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

Hayward GHAD  
777 "B" Street  
Hayward, CA 94541

Attn: Miriam Lens

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PURSUANT TO SECTION 27383 OF THE CALIFORNIA  
GOVERNMENT CODE

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**GRANT DEED**

FOR NO VALUABLE CONSIDERATION,

**La Vista, LP, a California limited partnership**

hereby GRANTS to

**Hayward Geologic Hazard Abatement District, a California district organized and existing  
under the laws of the State of California,**

all right, title, and interest in and to the following described real property in the City of Hayward,  
County of Alameda, State of California:

See **Exhibit A** attached hereto and incorporated herein

APN: 083-075-002-13

Dated: \_\_\_\_\_, 2020      LA VISTA L.P. a California limited liability company

By:      LA VISTA L.L.C., a California limited  
liability company, its General Partner

By: \_\_\_\_\_  
James B. Summers, Manager

By: \_\_\_\_\_  
Ernest D. Lampkin, Manager

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State of California )  
County of \_\_\_\_\_ )

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Name of Notary: \_\_\_\_\_  
County of Notary's principal place of business: \_\_\_\_\_  
Notary's telephone number: \_\_\_\_\_  
Notary's Commission number: \_\_\_\_\_  
Notary's Commission expiration date: \_\_\_\_\_

## **Exhibit A**

### Legal Description

083-075-002-13 of Tract 7620, recorded in the Office of the Recorder of Alameda County in Book \_\_\_\_ of Maps, at Page \_\_\_\_.

APN: 083-075-002-13

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

Hayward GHAD  
777 "B" Street  
Hayward, CA 94541

Attn: Miriam Lens

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GOVERNMENT CODE

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**GRANT DEED**

FOR NO VALUABLE CONSIDERATION,

**La Vista, LP, a California limited partnership**

hereby GRANTS to

**Hayward Geologic Hazard Abatement District, a California district organized and existing  
under the laws of the State of California,**

all right, title, and interest in and to the following described real property in the City of Hayward,  
County of Alameda, State of California:

See **Exhibit A** attached hereto and incorporated herein

APN: 083-125-001-18

Dated: \_\_\_\_\_, 2020      LA VISTA L.P. a California limited liability company

By:      LA VISTA L.L.C., a California limited  
liability company, its General Partner

By: \_\_\_\_\_  
James B. Summers, Manager

By: \_\_\_\_\_  
Ernest D. Lampkin, Manager

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State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 2020, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Name of Notary: \_\_\_\_\_  
County of Notary's principal place of business: \_\_\_\_\_  
Notary's telephone number: \_\_\_\_\_  
Notary's Commission number: \_\_\_\_\_  
Notary's Commission expiration date: \_\_\_\_\_



## **Exhibit A**

### Legal Description

083-125-001-18 of Tract 7620, recorded in the Office of the Recorder of Alameda County in Book \_\_\_\_ of Maps, at Page \_\_\_\_.

APN: 083-125-001-18

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

Hayward GHAD  
777 "B" Street  
Hayward, CA 94541

Attn: Miriam Lens

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES  
PURSUANT TO SECTION 27383 OF THE CALIFORNIA  
GOVERNMENT CODE

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**GRANT DEED**

FOR NO VALUABLE CONSIDERATION,

**La Vista, LP, a California limited partnership**

hereby GRANTS to

**Hayward Geologic Hazard Abatement District, a California district organized and existing  
under the laws of the State of California,**

all right, title, and interest in and to the following described real property in the City of Hayward,  
County of Alameda, State of California:

See **Exhibit A** attached hereto and incorporated herein

APN: 083-125-001-21

Dated: \_\_\_\_\_, 2020      LA VISTA L.P. a California limited liability company

By:      LA VISTA L.L.C., a California limited  
liability company, its General Partner

By: \_\_\_\_\_  
James B. Summers, Manager

By: \_\_\_\_\_  
Ernest D. Lampkin, Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 2020, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Name of Notary: \_\_\_\_\_  
County of Notary's principal place of business: \_\_\_\_\_  
Notary's telephone number: \_\_\_\_\_  
Notary's Commission number: \_\_\_\_\_  
Notary's Commission expiration date: \_\_\_\_\_

## **Exhibit A**

### Legal Description

083-125-001-21 of Tract 7620, recorded in the Office of the Recorder of Alameda County in Book \_\_\_\_ of Maps, at Page \_\_\_\_.

APN: 083-125-001-21

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

Hayward GHAD  
777 "B" Street  
Hayward, CA 94541

Attn: Miriam Lens

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES  
PURSUANT TO SECTION 27383 OF THE CALIFORNIA  
GOVERNMENT CODE

---

**GRANT DEED**

FOR NO VALUABLE CONSIDERATION,

**La Vista, LP, a California limited partnership**

hereby GRANTS to

**Hayward Geologic Hazard Abatement District, a California district organized and existing  
under the laws of the State of California,**

all right, title, and interest in and to the following described real property in the City of Hayward,  
County of Alameda, State of California:

See **Exhibit A** attached hereto and incorporated herein

APN: 083-125-001-014

Dated: \_\_\_\_\_, 2020      LA VISTA L.P. a California limited liability company

By:      LA VISTA L.L.C., a California limited  
liability company, its General Partner

By: \_\_\_\_\_  
James B. Summers, Manager

By: \_\_\_\_\_  
Ernest D. Lampkin, Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 2020, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Name of Notary: \_\_\_\_\_  
County of Notary's principal place of business: \_\_\_\_\_  
Notary's telephone number: \_\_\_\_\_  
Notary's Commission number: \_\_\_\_\_  
Notary's Commission expiration date: \_\_\_\_\_

## **Exhibit A**

### Legal Description

083-125-001-014 of Tract 7620, recorded in the Office of the Recorder of Alameda County in Book \_\_\_\_ of Maps, at Page \_\_\_\_.

APN: 083-125-001-014

RECORDING REQUESTED BY, AND  
WHEN RECORDED RETURN TO:

Hayward Geologic Hazard Abatement District  
Board of Directors  
c/o Hayward GHAD Manager  
ENGEO Incorporated  
2010 Crow Canyon Place, Suite 250  
San Ramon, CA 94583  
Attention: Eric Harrell

THIS SPACE ABOVE FOR RECORDER'S USE

### **RIGHT OF ENTRY AND AGREEMENT REGARDING OPEN SPACE PROPERTY**

This Right of Entry and Agreement Regarding Open Space Property (the "Agreement") is entered into as of February 25, 2020 (the "Effective Date"), by and between the CITY OF HAYWARD, a municipal corporation ("CITY") and HAYWARD GEOLOGIC HAZARD ABATEMENT DISTRICT, a California district organized and existing under the laws of the State of California ("GHAD").

### **RECITALS**

This Agreement is made with reference to and reliance upon the following:

**WHEREAS**, the City approved a 179-lot residential subdivision by and through Final Map, Subdivision 7620, filed on May 3, 2016, in Book 339 of Maps, at pages 46 through 69, all in the Official Records of Alameda County, California (the "La Vista Development" or "Development").

**WHEREAS**, Condition of Approval #84 of the Subdivision 7620 required the formation of the GHAD to include the Development. Condition of Approval # 35 required the Development to form a Lighting and Landscape Assessment District ("LLD"). La Vista formed and annexed the Development to Benefit Zone No. 14 of LLD No. 96-1.

**WHEREAS**, the GHAD is the owner of real property consisting of parcels C, D, N, O, U, V and APN 083-075-002-15 and more particularly described in Exhibit A hereto (the "Property"). GHAD is the sole owner in fee simple of the Property.

**WHEREAS**, GHAD therefore desires to allow the City and its representatives, employees, agents, consultants, contractors, and subcontractors (collectively, "City's Agents"), to enter upon and to undertake any and all actions on the Property that are necessary to perform the work required of LLD 96-1 and which is consistent with the GHAD Plan of Control.

**WHEREAS**, the City and GHAD have agreed to execute this Agreement in order to establish the rights, duties and obligations of the City and the GHAD with regard to the Property.



## AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions, and restrictions contained herein, CITY and GHAD hereby agree as follows:

1. **Right of Entry.** GHAD hereby grants to CITY and to CITY's Agents the perpetual right to enter onto the Property at any time and from time to time, without prior notice to GHAD, in order to conduct any and all activities necessary for the performance of the CITY Work described below in Section 2 (the "Right of Entry").

2. **CITY's Duties and Obligations.** CITY will have the following rights and obligations with respect to the Property:

2.1 City shall be solely responsible to maintain and service the following on GHAD property including firebreak landscaping, groundcover, shrubs, trees, and weed abatement in planted area, upkeep and servicing of the irrigation system; graffiti removal, renovations and replacements; and maintenance of bioswales and tree filters.

2.2 CITY shall be solely responsible for all costs associated with performing the CITY Work, including payment of any and all water and utility bills.

2.3 CITY shall, at its sole expense, repair any damage done to the Property or to any improvements thereon that are in any manner whatsoever damaged, destroyed, or removed in connection with the exercise by CITY or CITY's Agents of the rights herein granted.

3. **GHAD's Duties and Obligations.** GHAD will have the following rights and obligations with respect to the Property:

3.1 GHAD shall be solely responsible for managing the Property consistent with the terms of the Plan of Control and shall have all rights accruing from its ownership of the Property.

3.2 GHAD shall take no action, with the exception of the prevention, mitigation, abatement, or control of geologic hazards as provided in the GHAD Plan of Control, which will interfere with or adversely affect the performance of the CITY Work. If such interference or adverse effect occurs due to actions or events caused by or within the control of GHAD, GHAD shall take all actions necessary to correct such interference or adverse effect.

4. **Indemnification by CITY.** CITY shall defend (with counsel acceptable to GHAD), indemnify, protect, and hold harmless GHAD, its officers, directors, employees, officials, agents, representatives and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "GHAD Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expense, cause of action, claims, demands or judgments, including without limitation reasonable attorneys' fees, arising from or in any way connected with: (a) any activities of CITY or of any of CITY's Agents on the Property or under this Agreement, including without limitation CITY's failure to pay when due all claims for labor or materials furnished or alleged to have been furnished to CITY at, or for use on, the Property; (b) any injury to, or death of, any person, or physical damage to the Property or to any personal

property thereon, resulting from any act by CITY or CITY's Agents occurring on the Property, except to the extent such injury, death or damage is caused by the negligent act or intentional misconduct of any of the GHAD Indemnified Parties; (c) the breach of any of the terms of this Agreement by CITY; or (d) any conditions existing on the Property as of the Effective Date.

5. **Successors.** The covenants, terms, conditions, rights and obligations of GHAD under this Agreement shall run with the land and shall be binding upon and inure to the benefit of GHAD and its respective successors and assigns. The successors and assigns of GHAD's interest in the Property shall have the right to enforce the terms of the Agreement against CITY and/or CITY's successors and assigns.

6. **Notice and Cure.** In the event of a default by either party under this Agreement, the non-defaulting party shall provide thirty (30) days written notice of such default to the defaulting party, during which time the defaulting party shall be entitled to cure said default. In the event that the default cannot reasonably be cured within thirty (30) days, the defaulting party shall be entitled to diligently pursue cure of the default until finally cured. If the default by either party remains uncured at the end of the thirty (30) day cure period, or, in the event that the default cannot reasonably be cured within thirty (30) days, if the defaulting party fails to continue diligently to cure such default, the non-defaulting party shall be entitled to exercise all rights or remedies available at law or in equity.

7. **Miscellaneous**

7.1 **Entire Agreement.** This Agreement, and the Exhibits attached hereto, which are incorporated herein by this reference, embodies the entire agreement between CITY and GHAD relative to the subject matter hereof, and there are no oral agreements existing between CITY and GHAD relative to the subject matter hereof that are not expressly set forth herein and covered hereby.

7.2 **Headings.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

7.3 **Controlling Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

7.4 **Attorney's Fees.** In any proceeding between the parties hereto seeking enforcement of or attempting to construe any of the terms and provisions of this Agreement, including without limitation any litigation seeking legal, declaratory or other relief, the prevailing party in such action shall be awarded, in addition to damages, injunctive, or other relief, its reasonable costs and expenses and reasonable attorneys' fees.

7.5 **Notices.** Any notice required or permitted to be delivered hereunder shall be in writing and personally delivered or sent by United States mail, postage prepaid, certified or registered mail, return receipt requested; by facsimile transmission; or by Federal Express, UPS or similar nationally recognized overnight courier service. Notice shall be deemed received upon personal delivery to the party to whom the notice is directed; or, if sent by mail, two (2) Business Days following its deposit in the United States mail, postage prepaid; or, if sent by facsimile, upon transmission; or one (1) Business Day following deposit with Federal Express, UPS or

similar nationally recognized overnight courier service, addressed to CITY or GHAD, as the case may be, at the address set forth below (or at such other address as CITY or GHAD may specify by notice given pursuant to this Paragraph):

If to CITY:

City of Hayward  
Attn: \_\_\_\_\_  
777 "B" Street  
Hayward, CA 94541

If to GHAD:

Hayward Geologic Hazard Abatement District  
ENGEO Incorporated, General Manager  
2010 Crow Canyon Place, Suite 250  
San Ramon, CA 94583

7.6 Business Days. The term "Business Day" as used in this Agreement shall mean any day other than: (a) a Saturday, Sunday or a public holiday in the State of California; or (b) a day on which state, federal or municipal offices are closed for the conduct of business. If the time period for the performance of any act called for under this Agreement expires on a day other than a Business Day, said act may be performed on the next succeeding Business Day.

7.7 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and the remainder of the provisions of this Agreement shall continue in full force and effect without impairment.

7.8 Time of the Essence. Time is of the essence in this Agreement.

7.9 Waiver. The waiver by either party of a breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach whether of the same or another provision of this Agreement.

7.10 Counterparts and Duplicate Originals. The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by all parties. Each counterpart shall be deemed an original instrument as against any party who has signed it. This Agreement may be executed in any number of duplicate originals, all of which shall be of equal force and effect.

7.11 Amendments in Writing. The provisions of this Agreement may not be amended or altered except by a written instrument duly executed by each of the parties hereto.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date:

**CITY:** City of Hayward

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

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

**GHAD:** HAYWARD GEOLOGIC HAZARD ABATEMENT  
DISTRICT, a California district organized and existing under the  
laws of the State of California

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

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

STATE OF CALIFORNIA            )  
  )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_ who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

\_\_\_\_\_

STATE OF CALIFORNIA            )  
  )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_ who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

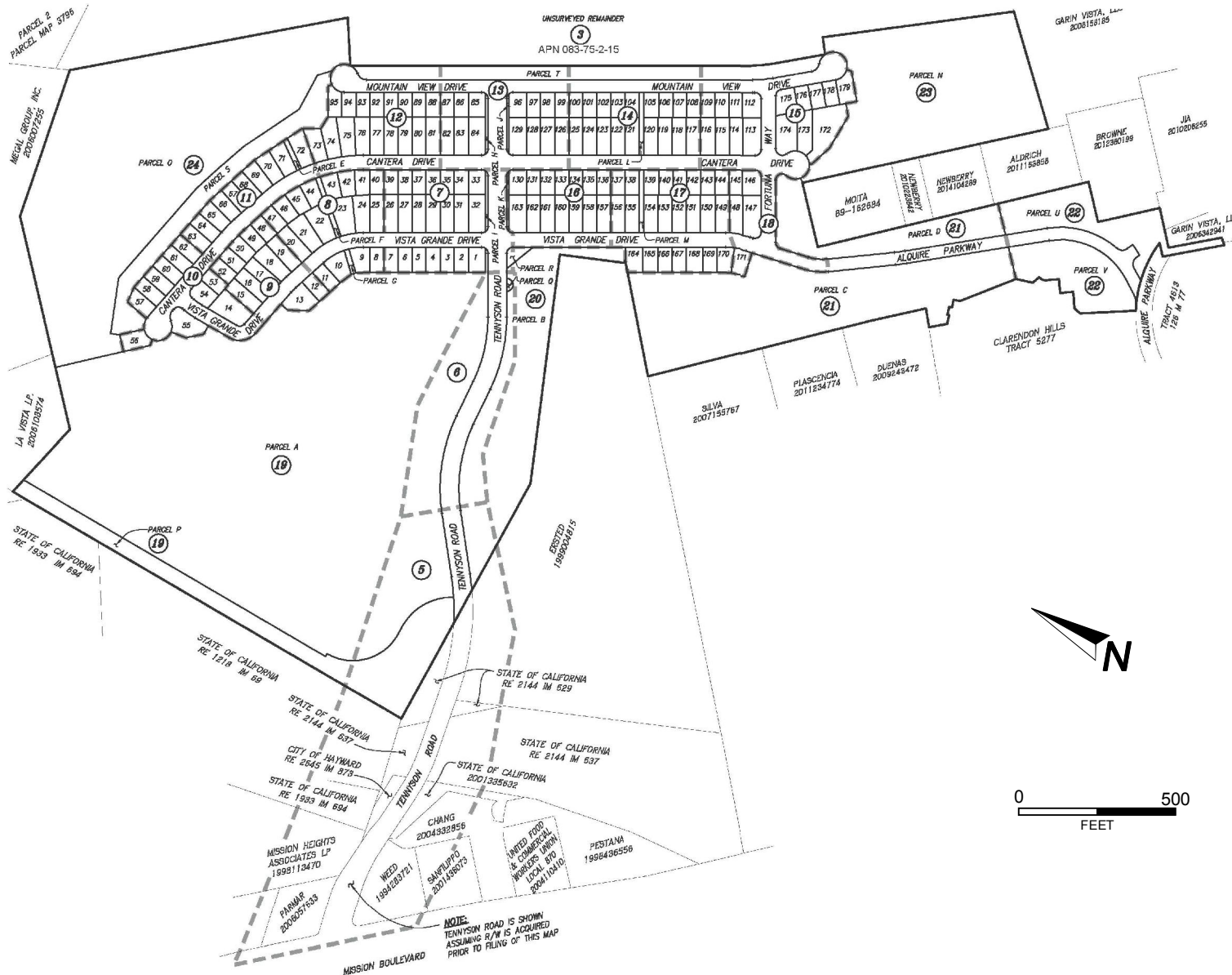
\_\_\_\_\_

## **EXHIBIT A**

Map of the Property (Parcels C, D, N, O, U, V, and APN 083-075-002-15)

(see attached)

FILE PATH: G:\Drawing\DRAWING\DWG\6671\105\CHAD-6671-105001-CHAD-1-EXHIBIT-A-0220.dwg SWE DATE: 2/1/2020 2:05:20 PM SAVED BY: CJR/RE



BASE MAP SOURCE: RJA



SITE PLAN  
HAYWARD, CALIFORNIA

PROJECT NO.: 6671.105.001

SCALE: AS SHOWN

DRAWN BY: GLJ

CHECKED BY: EWH

EXHIBIT

A

ORIGINAL FIGURE PRINTED IN COLOR

**HAYWARD  
GEOLOGIC HAZARD ABATEMENT DISTRICT**

**TO: Hayward GHAD Board of Directors**

**FROM: GHAD Manager  
GHAD Treasurer**

**BOARD MEETING DATE: February 25, 2020**

**SUBJECT: Resolution Authorizing the Change in Treasurer Designation from Watermark Asset Management, Inc. to GHAD Treasurer, Inc. and Authorizing the Board Chair to Execute a Contract with GHAD Treasurer, Inc.**

**RECOMMENDATION(S):**

Staff recommends that the Hayward GHAD Board of Directors adopt Resolution 20-02 authorizing the change in treasurer designation from Watermark Asset Management, Inc. to GHAD Treasurer, Inc., in addition to a contract of services between GHAD Treasurer, Inc. and Hayward GHAD.

**SUMMARY:**

The Board of Directors adopted Resolution 16-01 appointing Watermark Asset Management, Inc. as Treasurer of the Hayward GHAD. Watermark Asset Management was acquired by CAPTRUST and formed GHAD Treasurer, Inc to separate the functions of the GHAD Treasurer and investment manager. Resolution 20-02 is provided to formally change the name of the treasurer and approve a contract for treasurer and investment services.

**BACKGROUND AND DISCUSSION:**

The Hayward City Council adopted Resolution 16-030 approving the formation of the Hayward GHAD on March 1, 2016. The Plan of Control for The Reserve (La Vista) development within the Hayward GHAD was adopted with approval of Resolution No. 16-03 on October 25, 2016. As part of the formation of the Hayward GHAD, the GHAD Board of Directors appointed a treasurer pursuant of Public Resources Code Section 26585. On May 17, 2016, with Resolution 16-001, the GHAD Board of Directors appointed Watermark Asset Management as GHAD Treasurer. On September 13, 2016, with Resolution 16-002, the GHAD Board of Directors approved Watermark Asset Management's GHAD Treasurer scope of services.

On December 6, 2018, Watermark Asset Management was acquired by CAPTRUST. In October 2019, three former principals of Watermark Asset Management Inc. formed GHAD Treasurer, Inc. for the purpose of separating treasurer functions from investment functions. A contract of services between GHAD Treasurer, Inc. and Hayward GHAD is provided. Services include collecting, holding, investing, appropriating, and expending GHAD funds as necessary to carry out the operations of the GHAD in accordance with budgets approved by the GHAD Board.



**FISCAL IMPACT:**

Watermark Asset Management charged the GHAD an annual fee of 0.25%, or 25 basis points, per year on the account balance of the GHAD. That fee will remain the same for the services of GHAD Treasurer, Inc. In addition, the GHAD Treasurer proposes an annual fee of 0.25% or 25 basis points per year on the account balance managed by the investment manager, CAPTRUST Advisors.

**NEXT STEPS:**

If approved, the GHAD Treasurer will complete actions necessary to change treasurer functions from Watermark Asset Management to GHAD Treasurer, Inc.

*Prepared by:* The GHAD Manager and GHAD Treasurer

*Recommended by:* GHAD Manager

**ATTACHMENTS:**

- A. Resolution No. 20-02

BOARD OF DIRECTORS  
HAYWARD GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD)  
RESOLUTION NO. 20-02

---

RESOLUTION AUTHORIZING A CHANGE IN GHAD TREASURER DESIGNATION

WHEREAS, on March 1, 2016, the City Council adopted Resolution No. 16-030 approving and ordering the formation of the Hayward Geologic Hazard Abatement District (GHAD), which is a governmental district, a political subdivision of the State of California, governed in accordance with Public Resources Code Sections 26500, et seq., and a legal entity entirely distinct and separate from the City of Hayward;

WHEREAS, on March 1, 2016 the City Council, in accordance with Public Resources Code Section 26567, appointed itself as the Board of Directors for the Hayward GHAD ("GHAD Board");

WHEREAS, on March 1, 2016 the GHAD Board approved Resolution No. 16-01 which authorized Watermark Asset Management, Inc. as the GHAD Treasurer.

WHEREAS, in January of 2019, Watermark Asset Management, Inc. reorganized for the purpose of acting as treasurer for various GHADs in order to separate treasurer functions from GHAD funds investment management functions.

NOW, THEREFORE, the GHAD Board of Directors resolves and orders that:

**The Board of Directors of the GHAD HEREBY RESOLVES THAT:**

1. GHAD Treasurer, Inc. is now designated as the Hayward GHAD Treasurer.
2. The recitals are incorporated herein by this reference.

This Resolution shall become effective immediately upon its passage and adoption.

Adopted by the Board of Directors of the Hayward Geologic Hazard Abatement District at a regular meeting on February 25, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

GHAD Board Chair

ATTEST:

---

Miriam Lens, Clerk of the  
Hayward GHAD

## CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT FOR GHAD TREASURER SERVICES (this "Contract") is made and entered into this 25th day of February 2020, by and between the Hayward Geologic Hazard Abatement District, a political subdivision of the State of California, ("GHAD"), and GHAD Treasurer, Inc. ("GHAD Treasurer") (individually, a "Party" and collectively the "Parties"), for professional services more particularly described herein.

The GHAD and GHAD Treasurer, for mutual consideration as defined herein, agree to the following terms, services and conditions.

1. **Contract Documents.** This Contract is comprised of the following documents: (i) this Contract for GHAD Treasurer Services, (ii) Addendum A to Contract for GHAD Treasurer Services attached hereto and incorporated herein by reference ("**Addendum A**").
2. **Term.** This Contract between the parties is effective as of the date of execution and shall remain in effect until terminated in accordance with the provisions set forth in Section 10 of this Contract.
3. **Services.** GHAD Treasurer will, in accordance with the terms of this Contract, perform professional services, which are described in Addendum A (the "**Services**").
4. **Fees.** The GHAD agrees to pay the GHAD Treasurer on a monthly basis for the Services pursuant to this Contract in the amount described in the Addendum A. The GHAD Treasurer will submit invoices to the GHAD Manager on an as-needed basis but no more frequently than once a calendar quarter.
5. **Expenses.** GHAD Treasurer shall be reimbursed by the GHAD for the actual cost of those reimbursable expenses incurred by GHAD Treasurer listed in Addendum A, if any.
6. **Laws, Rules and Regulations.** GHAD Treasurer shall perform the Services in accordance with all applicable local, state and federal laws and regulations.
7. **Indemnity.** GHAD Treasurer shall indemnify, defend, save and hold harmless GHAD, its directors, officers and employees and other related parties for any acts or omissions arising out of the performance of this Contract from and against any and all claims, damages, losses, liabilities and expenses.
8. **Insurance.** GHAD Treasurer shall purchase and maintain with an insurer or insurers acceptable to GHAD, a commercial general liability policy with a minimum of \$1 Million in coverage.
9. **Confidentiality.** Each Party shall maintain confidentiality of all such confidential information exchanged in connection with the performance of this Contract, and without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to applicable laws or regulations. This Section shall survive the termination of this Agreement for any reason.
10. **Contract Modification or Termination.** GHAD and GHAD Treasurer agree that the terms and conditions of this Contract shall constitute the entire agreement between the parties hereto as to the subject matter of this Contract, and shall supersede all prior and contemporaneous negotiations and agreements on that subject matter. GHAD and GHAD Treasurer may modify the terms of this Contract only by executing a written amendment which shall reference this Agreement and shall be executed by the parties hereto. This Contract shall be terminated in writing by either Party upon 30 days' notice to the other.
11. **Contract Administration.** GHAD Treasurer acknowledges that the GHAD Manager will administer this Agreement on behalf of the GHAD Board of Directors.

12. **Counterparts.** This Contract may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. For convenience, the parties may exchange scanned copies of the signature pages to this Contract, which copies shall be binding as originals.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first above written.

**Hayward Geologic Hazard Abatement District:**

**GHAD Treasurer, Inc.:**

By: \_\_\_\_\_  
Name: Barbara Halliday  
Chair of the Hayward Geologic Hazard Abatement District

By: \_\_\_\_\_  
Name: Dave Fernandez

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Address:  
2010 Crow Canyon Place, Suite 250  
San Ramon, CA 94583

Address:  
2010 Crow Canyon Place, Suite 210  
San Ramon, CA 94583

Email: [eharrell@engeo.com](mailto:eharrell@engeo.com)

Email: [dave.fernandez@captrust.com](mailto:dave.fernandez@captrust.com)

## **Addendum A**

The Treasurer shall provide the following professional services:

1. The GHAD Treasurer is responsible for the general oversight of the district's fiscal resources working in close collaboration and cooperation with the GHAD Manager. The role of the GHAD Treasurer includes providing accurate cash projections of the GHAD's revenues, the expeditious accounting of tax revenue collected by the County, the control of disbursements and the cost-effective management of custodial relations.
2. The GHAD Treasurer has the authority to select a firm(s) or individual(s) to manage the GHAD investment accounts consistent with the provisions of the GHAD-adopted Statement of Investment Policy. Fees and costs associated with the GHAD investment management services are payable by the GHAD.
3. The GHAD Treasurer coordinates closely with the GHAD Manager on budget, cash flow and disbursements. The GHAD Treasurer has further authority to engage the services of one or more third party custodians ("Custodian") to provide safekeeping and custody of assets, and issuance of requested and approved disbursements of GHAD funds.
4. The Treasurer has the authority to disburse funds from GHAD accounts held by the Custodian with the written or electronic consent of the GHAD Manager. The GHAD Manager is responsible for authorizing disbursements (i.e., invoices) consistent with the GHAD budget approved by the GHAD Board of Directors. The Treasurer is responsible for reviewing, approving and authorizing disbursements submitted by the GHAD Manager. Such disbursements are, in turn, issued by a Custodian upon authorization by the Treasurer.
5. The GHAD Treasurer shall annually review the Statement of Investment Policy in conjunction with the GHAD Manager. The GHAD Treasurer and GHAD Manager have the authority to determine whether modifications to the Policy are necessary and, if so, to report such recommended modifications to the Board of Directors.
6. The GHAD Treasurer is responsible for providing the following reports:

### **A. Monthly**

The GHAD Treasurer will coordinate with the Custodian(s) to provide a monthly institutional brokerage statement, and bank statements, with an investment and transaction summary to the GHAD Manager.

### **B. Quarterly**

The GHAD Treasurer shall submit quarterly financial reports to the GHAD Manager and the GHAD Board .

The quarterly report shall highlight key aspects of information contained in the investment reports; a summary of investment activity for each GHAD, total account balance, balance by position, quarterly performance summary of the investment portfolio and review of cash flow required to meet expenditures for the next six months.

### **C. Other**

The GHAD Treasurer shall present to the GHAD Manager an annual report on the investment program and investment activity no later than 180 days following the end of the fiscal year. The annual report may include a performance summary, and following consultation with the Investment Manager, suggest policies and improvements that might enhance the investment program, and include an investment plan for the ensuing fiscal year. The GHAD Treasurer will provide additional data deemed necessary by the GHAD Manager to facilitate any additional accounting or reporting requirement.

7. The GHAD Treasurer shall maintain a list of financial institutions authorized to provide custodial services. Assets are held directly with the Custodian which provides independent verification of assets through

monthly institutional account statements. The GHAD Treasurer is responsible for the coordination, review and monitoring of GHAD cash disbursements. Through a dual control verification process, the GHAD Treasurer must verify disbursement requests from the GHAD Manager. GHAD Managers shall only submit check requests for vendors approved by the GHAD Manager. The GHAD Treasurer coordinates and verifies disbursements from the Custodian to the approved vendors.

8. The GHAD Treasurer shall attend a up to 4 (four) GHAD Board meetings per year. Additional meeting attendance, if necessary, can be billed on a time and materials basis.

9. Fees: GHAD Treasurer shall be paid an annual fee of 0.25% of assets billed on an quarterly basis.

10. Reimbursable Expenses: GHAD Treasurer shall be reimbursed for expenses including mileage at the rate of \$57.5 cents/mile, which such rate may be increased from time to time.

**HAYWARD  
GEOLOGIC HAZARD ABATEMENT DISTRICT**

**TO: Hayward GHAD Board of Directors**

**FROM: GHAD Manager**

**BOARD MEETING DATE: February 25, 2020**

**SUBJECT: Resolution Approving the Geologic Hazard Abatement District (GHAD)  
Budget for the Remainder of the 2019-2020 Fiscal Year.**

**RECOMMENDATION(S):**

Staff recommends that the Hayward GHAD Board of Directors adopt Resolution 20-03 approving the GHAD budget for the remainder of the 2019-2020 fiscal year.

**SUMMARY:**

The Hayward GHAD has verified that the majority of parcels within The Reserve (La Vista) development are eligible for transfer of Plan of Control responsibilities. To fund these GHAD responsibilities, an annual budget for the management, maintenance, and monitoring of the GHAD should be approved. The GHAD operates on a July 1 to June 30 fiscal year basis; however, since acceptance of GHAD responsibilities occurred before the beginning of the next fiscal year, a budget has been prepared for the remainder of the current fiscal year. The proposed budget for the remainder of the 2019/20 fiscal year is \$36,650.

**BACKGROUND AND DISCUSSION:**

Hayward City Council adopted Resolution 16-030 approving the formation of the Hayward GHAD and the Plan of Control for The Reserve (La Vista) development within the Hayward GHAD. The Plan of Control states that GHAD responsibilities are eligible for transfer one year after the first residential building permit is issued by the City of Hayward. The first building permit issued for The Reserve development was in 2016. The developer, La Vista, L.P., has been responsible for the GHAD Plan of Control responsibilities and funding since that time. The Hayward GHAD has been levying and collecting assessments since fiscal year 2017/18.

For the 2019/20 fiscal year (FY), all 179 residential parcels with The Reserve development were subject to the levy of GHAD assessments. No parcels within the adjacent Ersted Property are yet subject to the levy of a GHAD assessment. Parcels are subject to the levy starting the first fiscal year following issuance of a building permit.

The FY 2019/20 assessment limits are as follows:

The Reserve (La Vista) Development  
Single-Family Residence: \$1,666.96/unit

Ersted Property Development

6671.002.019  
February 25, 2020



Single-Family Residence: \$961.96/unit

The proposed program budget for the remainder of fiscal year 2019/20 is \$36,650. The budget expenses break down into the following amounts.

Major Repair.....	\$0
Preventive Maintenance and Operations .....	\$19,000
Special Projects.....	\$0
Administration and Accounting .....	\$ 8,700
Additional - Outside Professional Services.....	<u>\$ 8,950</u>
Total Expenses.....	<b>\$ 36,650</b>

**FISCAL IMPACT:**

The Hayward GHAD is proposing a budget of \$36,650 for anticipated management and maintenance fees for the remainder of the 2019/20 fiscal year. The Hayward GHAD fund balance as of February 7, 2020 is \$448,095. After receiving remaining assessments and interest, and estimated expenses shown in the proposed budget for the remainder of the 2019/20 fiscal year, the Hayward GHAD fund balance on June 30, 2020 is estimated to be \$564,638.

The Hayward GHAD operates as a separate entity from the City of Hayward; therefore, there is no fiscal impact to the City of Hayward.

**NEXT STEPS:**

The Hayward GHAD Manager will provide the Board of Directors with an annual budget for the fiscal year 2020/21 prior to the fiscal year end on June 30, 2020.

*Prepared by:* The GHAD Manager and GHAD Treasurer

*Recommended by:* GHAD Manager

**ATTACHMENTS:**

- A. Resolution No. 20-03

THE BOARD OF DIRECTORS OF HAYWARD GEOLOGIC HAZARD ABATEMENT  
DISTRICT

RESOLUTION NO. 20-03

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APPROVING THE BUDGET FOR THE REMAINDER OF THE 2019-2020 FISCAL YEAR FOR  
THE RESERVE (LA VISTA) DEVELOPMENT WITHIN THE HAYWARD GEOLOGIC HAZARD  
ABATEMENT DISTRICT (GHAD).

WHEREAS, on March 1, 2016, the City Council adopted Resolution 16-030,  
approving and ordering formation of the Hayward Geologic Abatement District (GHAD) as  
described in the GHAD Plan of Control for the La Vista subdivision (Tract 7620) and  
appointed itself to act as the GHAD Board of Directors (the "Board"); and

WHEREAS, the GHAD manager, ENGEO Inc., has prepared a budget for the  
remainder of the Fiscal Year 2019-20 as attached as Attachment 1; the estimated remainder  
budget amount for management and maintenance responsibilities is \$36,650.

WHEREAS, the GHAD Board of Directors desires to adopt the budget for the  
remainder of the fiscal year 2019-2020.

NOW, THEREFORE, BE IT RESOLVED that the Hayward GHAD Board of  
Directors hereby orders that:

1. The GHAD Board approves the GHAD Budget for the remainder of the 2019/20  
fiscal year attached as Attachment I.
2. The recitals are incorporated herein by this reference.
3. This Resolution shall become effective immediately upon its passage and  
adoption.

IN COUNCIL, HAYWARD, CALIFORNIA February 25, 2020

ADOPTED BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: \_\_\_\_\_  
Clerk of Hayward Geologic Hazard Abatement  
District  
Board of Directors of the City of Hayward

APPROVED AS TO FORM:

---

General Counsel of the Hayward Geologic Hazard Abatement District

Attachment 1- Hayward GHAD Budget for Remainder of Fiscal Year 2019-2020

**HAYWARD GEOLOGIC HAZARD ABATEMENT DISTRICT  
PROGRAM BUDGET FOR REMAINING FISCAL YEAR 2019/20**

February 25, 2020

Hayward Geologic Hazard Abatement District Board of Directors

Chair Barbara Halliday  
Boardmember Francisco Zermeño  
Boardmember Al Mendall  
Boardmember Sara Lamnin  
Boardmember Elisa Márquez  
Boardmember Mark Salinas  
Boardmember Aisha Wahab

Hayward Geologic Hazard Abatement District  
777 B Street  
Hayward, CA 94541

Subject: The Reserve (La Vista) Development  
Ersted Property Development  
Hayward Geologic Hazard Abatement District  
Hayward, California

**PROGRAM BUDGET FOR REMAINING FISCAL YEAR 2019/20**

Dear Chair Halliday and Boardmembers:

Attached is the program budget for the Hayward Geologic Hazard Abatement District (GHAD) for the remaining portion of Fiscal Year (FY) 2019/20. The proposed program budget is \$36,650. The budget expenses break down into the following amounts.


Major Repair .....	\$0
Preventive Maintenance and Operations .....	\$19,000
Special Projects .....	\$0
Administration and Accounting .....	\$ 8,700
Additional - Outside Professional Services .....	\$ 8,950

A summary of the expenses is shown on Table 3, followed by a brief description of each budget item on the following pages.

If you have any questions regarding the contents of this letter, please contact us.

Sincerely,

Hayward Geologic Hazard Abatement District  
ENGEO Incorporated, GHAD Manager  
ENGEO Project No. 6671.002.019



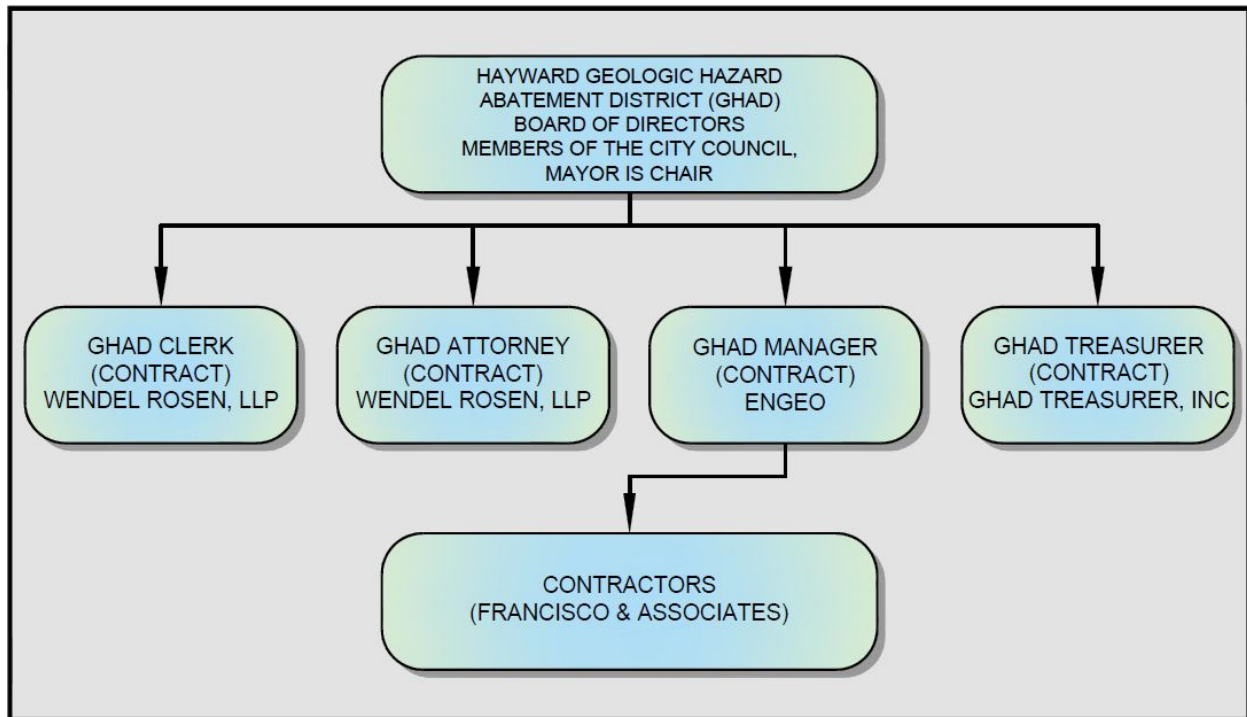
Haley Trindle  
ht/eh/jf



Eric Harrell

**HAYWARD GEOLOGIC HAZARD ABATEMENT DISTRICT  
PROPOSED PROGRAM BUDGET  
FISCAL YEAR 2019/20**

The following proposed program budget summarizes the anticipated revenues and expenditures for fiscal year (FY) 2019/20 for the Hayward Geologic Hazard Abatement District (GHAD), which includes The Reserve (La Vista) and Ersted Property developments. The structure of the Hayward GHAD is shown below.



The GHAD is currently in the process of accepting monitoring and maintenance responsibilities within The Reserve (La Vista) development from the developer, La Vista LP. The attached budget anticipates the GHAD acceptance of these Plan of Control identified responsibilities. Properties within the Ersted Property development will not be eligible for transfer to the GHAD until 2023/24 at the earliest. Until accepted by the GHAD, monitoring and maintenance responsibilities described in the Plan of Control for properties within the Ersted Property development remain the responsibility of Hayward Tennyson Land, LLC.

The GHAD is funded through real property assessments. The initial assessment limits were approved by the Board of Directors for each development. The assessment limits are adjusted annually on June 30 to reflect the percentage change in the San Francisco-Oakland-Hayward Consumers Price Index (CPI) for All Urban Consumers.

The FY 2019/20 assessment limits are as follows:

The Reserve (La Vista) Development  
Single-Family Residence: \$1,666.96/unit

Ersted Property Development  
Single-Family Residence: \$961.96/unit

The annual assessment limits are as follows:

**TABLE 1: Actual CPI Adjustments and Assessment Limit for Residential Properties**

FISCAL YEAR	SAN FRANCISCO-OAKLAND-HAYWARD CPI (JUNE /JUNE)	THE RESERVE ANNUAL ASSESSMENT LIMIT AND LEVY*	ERSTED PROPERTY ANNUAL ASSESSMENT LIMIT AND LEVY*
June 2016		\$1,502.00	
2017/2018	3.482%	\$1,554.30	
2018/2019	3.908%	\$1,615.03	\$932.00
2019/2020	3.215%	\$1,666.96	\$961.96

\*If assessment limit is an odd number, the annual levy is rounded down to nearest even cent.

For the 2019/20 fiscal year (FY), all 179 residential parcels with The Reserve development were subject to the levy of GHAD assessments. No parcels within Ersted Property are yet subject to the levy of a GHAD assessment. Parcels are subject to the levy starting the first fiscal year following issuance of a building permit.

**TABLE 2: Estimated Revenue**

	FY 2019/20 ESTIMATE
Residential Units (The Reserve)	179
Assessments	\$298,386
Interest	\$5,000
Total Revenues	\$303,386

The budget is divided into four categories including Major Repair, Preventive Maintenance and Operations, Special Projects, and Administration and Accounting. As needed, the GHAD Manager, in its discretion, may reallocate funds within the budget. A description of each of the categories is provided below.

## MAJOR REPAIR

Included within the major repair category are those repair or improvement projects that are intermittent and, by their nature, do not fit within a scheduled maintenance program. Minor slope repair and erosion control items are generally funded within the Preventive Maintenance and Operations category. For the purposes of this budget, we define major repairs as those estimated at over \$50,000.

There are currently no major repair projects anticipated in the remaining 2019/20 fiscal year budget within the GHAD-maintained areas of the Hayward GHAD. The reserve portion of the budget allows for funding toward these unpredictable events.

## PREVENTIVE MAINTENANCE AND OPERATIONS

Preventive maintenance and operations include slope stabilization services, erosion protection, and professional services within the District. Professional services include site-monitoring events as specified in the GHAD Plan of Control. Slope stabilization and erosion protection responsibilities include the open space slopes and drainage swales. GHAD-maintained improvements generally include detention and water-quality basins, maintenance roads, concrete-lined drainage ditches, retaining walls, subsurface drainage facilities, storm drain facilities, trails, and debris benches.

## SPECIAL PROJECTS

The Special Projects category allows the GHAD to budget for projects beneficial to the GHAD that do not fit into one of the other three categories. Although not proposed in the FY 2019/20 budget, special projects can include items such as global positioning system (GPS)/geographic information system (GIS) development for GHAD-maintained improvements; website development and maintenance; and reserve studies to reevaluate the financial condition of the GHAD.

There are currently no special projects anticipated in the remaining 2019/20 fiscal year budget within the GHAD-maintained areas of the Hayward GHAD.

## ADMINISTRATION AND ACCOUNTING

This category includes administrative expenses for tasks of the GHAD Manager, clerical and accounting staff related to the operation and administration of the GHAD. The budget amounts listed are based on the Engineers' Reports approved by the Hayward GHAD Board of Directors in 2016 for The Reserve (La Vista) development. The budget amounts have been inflation adjusted to provide the listed budget estimates.

**TABLE 3: Summary of Proposed Fiscal Year 2019/20 Budget**

BUDGET ITEM		BUDGET AMOUNT
<b>Major Projects</b>	<b>TOTAL</b>	<b>\$0</b>
<b>Preventive Maintenance and Operations</b>		
Slope Stabilization, Erosion, and Minor Repairs		\$10,000
Vegetation Control – Open Space		\$9,000
	<b>TOTAL</b>	<b>\$19,000</b>
<b>Special Projects</b>	<b>TOTAL</b>	<b>\$0</b>
<b>Administration and Accounting</b>		
Administration and Accounting		\$6,500
Budget Preparation/Annual Reporting		\$2,200
	ENGEO <b>Subtotal</b>	<b>\$8,700</b>
Legal Counsel		\$2,000
Treasurer		\$2,500
Clerk		\$750
Alameda County Assessor's Fees		\$2,500
Insurance		\$1,200
	Outside Services <b>Subtotal</b>	<b>\$8,950</b>
	<b>TOTAL</b>	<b>\$17,650</b>
<b>ESTIMATED EXPENDITURES</b>	<b>TOTAL</b>	<b>\$36,650</b>
<b>ESTIMATED RECEIVABLES</b>		
<b>Beginning Balance</b>		
Balance (February 7, 2020)		\$448,095
<b>Estimated of FY 2019/20 Revenue</b>		
Annual Assessment (April 2020)		\$149,193
Estimated Interest through 6/30/2020		\$4,000
<b>Estimated Expenses 2019/20 Expenses</b>		
Estimated Expenses through 6/30/2020		\$36,650
<b>ESTIMATED RESERVE ON JUNE 30, 2020</b>		<b>\$564,638</b>



For the remainder of fiscal year 2019/20 (February 25, 2020, through June 30, 2020), the payment limit for the GHAD Manager, ENGEO, is set at \$12,500. The tasks included within the payment limit may include oversight of maintenance and repair projects, administration, and accounting as summarized in Table 4.

**TABLE 4: Payment Limit**

TASK	AMOUNT
Slope Stabilization and Erosion Repairs <sup>1</sup>	\$2,000
Fire Break Maintenance <sup>1</sup>	\$1,800
Administration and Accounting	\$6,500
Budget Preparation	\$2,200
<b>Total</b>	<b>\$12,500</b>

<sup>1</sup>Dependent on maintenance and/or repair activities by the GHAD during FY 2019/20. The GHAD Manager, ENGEO, payment limit is 20% of the total budget item.

## MAJOR REPAIRS

There are currently no major repair projects anticipated in the 2019/20 fiscal year budget within the GHAD-maintained areas of the Hayward GHAD. While no major repairs are ongoing at this time, by their nature, major repairs such as landslides are unpredictable and could occur during the 2019/20 fiscal year. The reserve portion of the budget allows for the funding toward these unpredictable events.

## PREVENTIVE MAINTENANCE AND OPERATIONS

### Slope Stabilization, Erosion, and Minor Repairs

This is for unanticipated minor repairs, including slope instability or erosion, which may occur during the 2019/20 fiscal year.

**Estimated budget \$10,000**

### Vegetation Control – Open Space

This budget item includes annual firebreak mowing and litter removal, which will occur during the 2019/20 fiscal year.

**Estimated budget \$9,000**

## SPECIAL PROJECTS

There are currently no special projects anticipated in the 2019/20 fiscal year budget within the GHAD-maintained areas of the Hayward GHAD.

## **ADMINISTRATION AND ACCOUNTING**

### **GHAD Manager**

#### Administration and Accounting

Administrative expenses include the GHAD Manager duties related to the operation and administration of the GHAD. The budget estimate for the accounting and administrative services is derived from the original GHAD budget used to prepare the GHADs Engineer's Report.

**Estimated budget     \$6,500**

#### Budget Preparation

This budget provides for the preparation of the annual report and budget.

**Estimated budget     \$2,200**

### **Outside Professional Services – Nontechnical**

#### Legal Counsel

This budget item allows the GHAD to fund legal counsel for the District. The Board appointed Wendel Rosen as the GHAD Attorney on September 13, 2016, with the approval of Resolution No. 16-002. The duties of the legal counsel may include but not be limited to, transfer documentation, preparation or review of contracts, grant deeds, right of entry, and board resolutions.

**Estimated budget     \$2,000**

#### Treasurer

This budget item accounts for fees related to investment of the GHAD reserve funds and processing of accounts payable. The Board appointed the GHAD Treasurer on September 13, 2016, with the approval of Resolution No. 16-002.

**Estimated cost         \$2,500**

#### Clerk

This budget item allows the GHAD to fund clerk services for the District. The Board appointed Wendel Rosen as the GHAD Clerk on September 13, 2016, with the approval of Resolution No. 16-002.

**Estimated cost         \$750**

#### Alameda County Assessor's Fees

This budget item accounts for fees from the Alameda County Assessor's Office.

**Estimated cost         \$2,500**

#### Insurance

The GHAD maintains general liability insurance for open space areas within the District.

**Estimated cost         \$1,200**