Planning Commission Meeting Agenda

May 14, 2024
5:30 PM – Regular Meeting
Council Chambers
400 N. Douty St.

Planning Commissioners will meet in-person in the Council Chambers. The meeting will also be live streamed on the City's website: http://livestream.hanford.city/

ROLL CALL:

INVOCATION:

FLAG SALUTE:

PUBLIC COMMENT:

This is the time for citizens to comment on subject matters not on the agenda and that are within the jurisdiction of the Commission. This is also the public's opportunity to request an item from the Consent Calendar be pulled for discussion purposes or to comment on any item on the agenda. Comments related to Public Hearing items will be heard at the time the item is discussed. A maximum of three minutes is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.

PUBLIC HEARING:

A. Community Development: **Tentative Parcel Map No. 0004-24,** a request to subdivide two parcels, totaling 38,332 sq. ft. (0.88 acres) into three parcels, Parcel A: 5,789 sq. ft., Parcel B – 9,103 sq. ft., and Parcel C – 11,954 sq. ft., in the R-L-5 Low-Density Residential zone district and utilize Section 17.50.210 to apply concessions to an affordable housing development. The property is located north and west of Parkside Drive, south of Woodland Drive (APN 011-100-065 and 011-100-066).

DIRECTOR'S COMMENTS:

COMMISSIONERS' ITEMS OF INTEREST:

At this time, any Commissioner may ask a question for clarification of matters within the Planning Commission's jurisdiction, make an announcement, or report briefly on activities in their role as a Planning Commissioner. In addition, subject to the Planning Commissioner's Handbook, Commissioners may request staff to report back to the Planning Commission at a subsequent meeting concerning any matter within the Commissioner's jurisdiction (GC 54954.2).

ADJOURNMENT:

Materials related to an item on this Agenda submitted to the Planning Commission after distribution of the agenda packet are available to public inspection in the Planning Division Office located at 317 N. Douty Street, Hanford, California 93230, during normal business hours. Such documents are also available at the city's website, www.cityofhanfordca.com subject to staff's ability to post documents before the meeting. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the Planning Division's office, 559-585-2580, 317 N. Douty Street, Hanford, California 93230, at least 2 days prior to the meeting {28 CFR 35.102.35.104 ADA Title II} APPEALS: Any action of the Planning Commission, which is a final project decision, may be appealed to the City Council by the applicant or any adversely affected person. To file an appeal, an appeal application and filing fee of $1,000.00 must be submitted to the Community Development Department, 317 N. Douty Street, Hanford, California, within ten (10) days following the date of the final decision of the Planning Commission.

CITY OF HANFORD PLANNING COMMISSION
STAFF REPORT

MEETING DATE: Tuesday, May 14, 2024

PROJECT: **Tentative Parcel Map No. 0004-24,** a request to subdivide two parcels, totaling 38,332 sq. ft. (0.88 acres) into three parcels, Parcel A: 5,789 sq. ft., Parcel B – 9,103 sq. ft., and Parcel C – 11,954 sq. ft., in the R-L-5 Low-Density Residential zone district and utilize Section 17.50.210 to apply concessions to an affordable housing development.

LOCATION: The property is located north and west of Parkside Drive, south of Woodland Drive (APN 011-100-065 and 011-100-066).

PROJECT PLANNER: Gabrielle Myers, Senior Planner

STAFF RECOMMENDATION

Staff recommends that the Planning Commission:

1. Adopt Resolution No. 2024-08, approving Tentative Parcel Map No. 0004-24.

RECOMMENDED MOTION

1. I move to adopt Resolution No. 2024-xx, approving Tentative Parcel Map No. 0004-24..

PROJECT DESCRIPTION

Tentative Parcel Map No. 0004-24 is a request by Self-Help Enterprise to subdivide two parcels, totaling 38,332 sq. ft. (0.88 acres) into three parcels, Parcel A: 5,789 sq. ft., Parcel B – 9,103 sq. ft., and Parcel C – 11,954 sq. ft., and a 3,179 sq. ft. remnant landscape parcel in the R-L-5 Low-Density Residential zone district. The applicant also proposes to utilize Section 17.50.210 of the Hanford Municipal Code to apply concessions to an affordable housing development. The applicant is permitted to request one deviation per affordable housing unit provided. The concessions proposed will be off-set by three affordable housing units.

Concessions requested for this project include:

1. Reduced lot depth; and

2. Deviation from the City Street standards – including the elimination of sidewalks and landscape strips and a decreased right-of-way width.

See Tentative Parcel Map 0004-24 – **Attachment 1.**

See the Development Concessions request and justification – **Attachment 2.**

See the proposed residence plot plan layout – **Attachment 3.**

Project Location

The project is located north and west of Parkside Drive, south of Woodland Drive (APN 011-100-065 and -011-100-066). The project site is currently vacant, but was previously utilized as a neighborhood park. The site is designated as Low-Density Residential by the General Plan and zoned R-L-5 Low-Density Residential, in conformance with the General Plan Designation.

Figure 1: Land Use
(Property outlined in red)

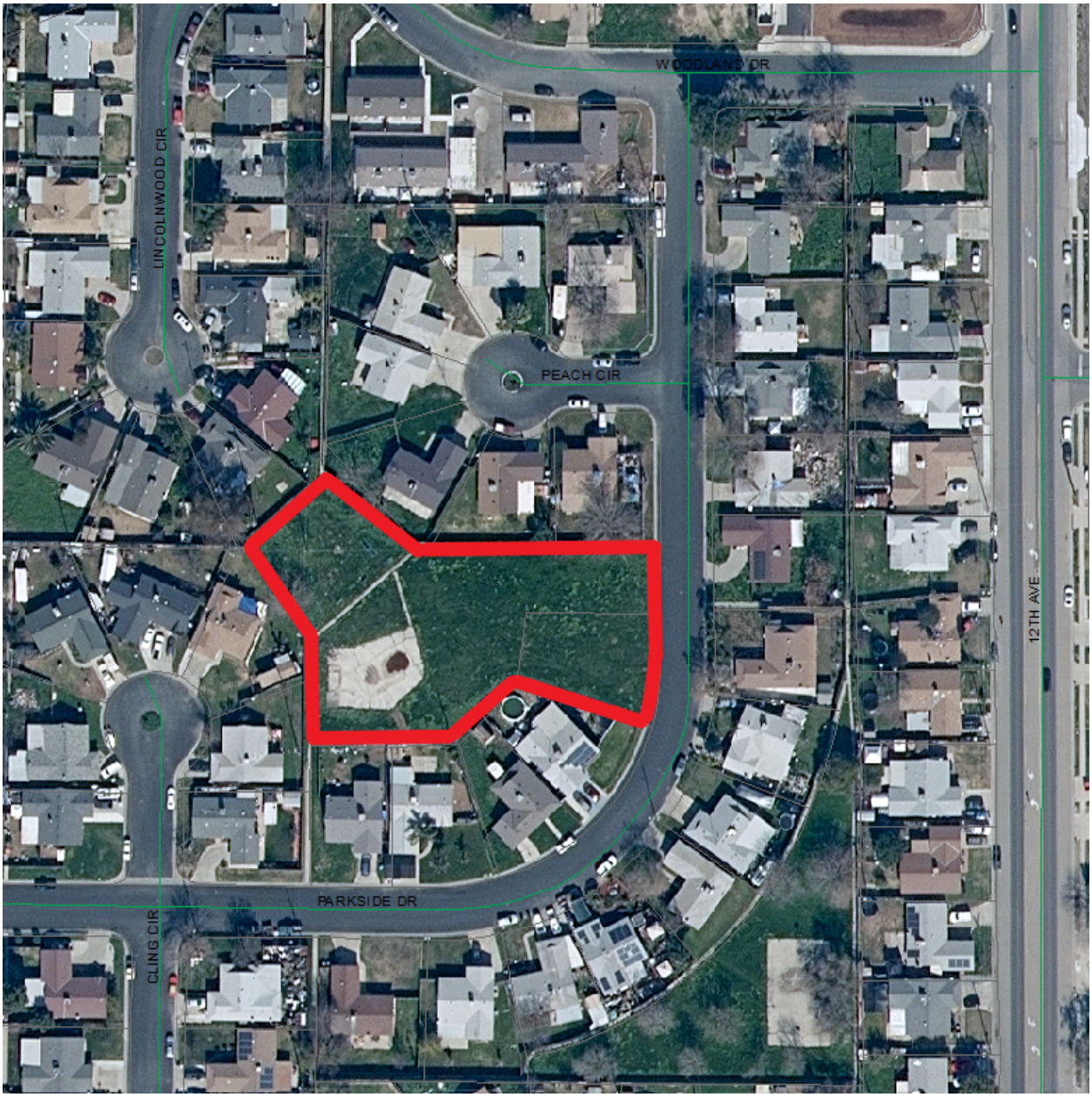


Figure 2: General Plan Designation
Low-Density Residential

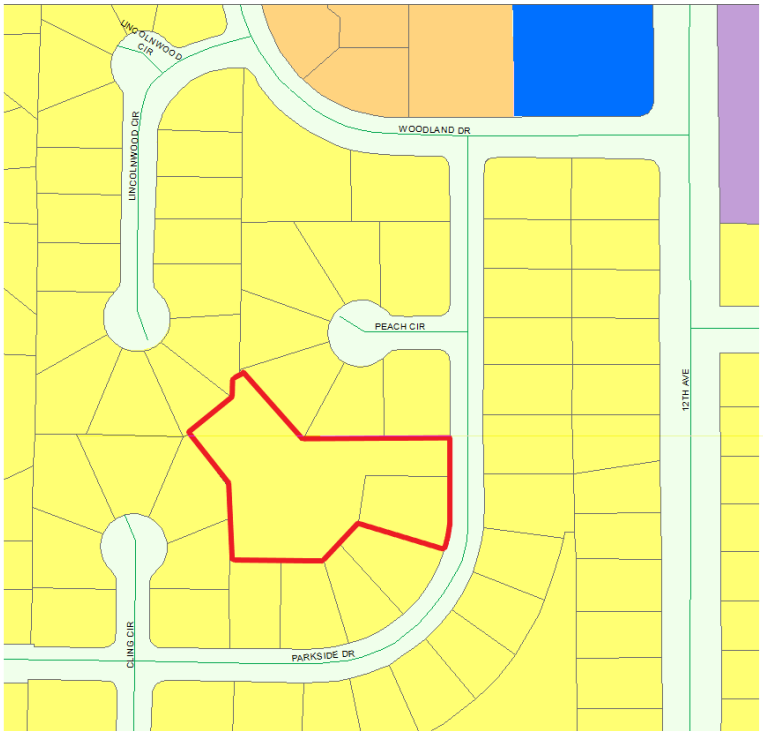
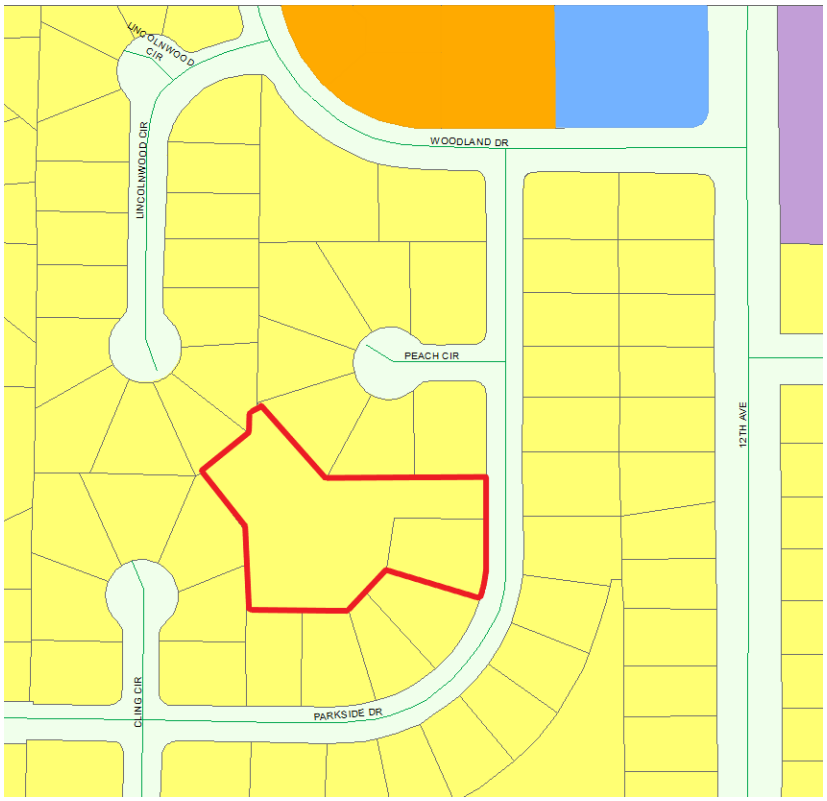


Figure 3: Zoning Designation
R-L-5 Low-Density Residential



BACKGROUND

This project was originally presented to the Planning Commission in 2020, under Tentative Parcel Map 2019-01. Due to the expiration of the map, it is necessary to obtain approval of the tentative parcel map waiver, in order to file a final map to divide the property, as proposed. The proposal is substantially the same, with minor modifications to lot sizes, due to verified survey work, and changes to the residences proposed, which eliminate the need for a concession to setbacks.

General Plan Designation

The General Plan designates the property as Low-Density Residential. The property is zoned R-L-5 Low-Density Residential – 5,000 sq. ft. minimum, which corresponds with the General Plan Designation.

According to General Plan Policy L31, the purpose of the Low-Density Residential designation is to provide mainly single-family development on lot sizes typically found in urban settings. According to General Plan Policy L32, the Low-Density Residential land use designation includes uses in a variety of single-family lot types. Duplexes, second-dwelling units, and home occupations can also be allowed, when made compatible with the residential nature of the neighborhood. The subdivision of the parcel, as proposed, is consistent with the General Plan, as it proposes single-family residential lots.

A goal of the General Plan is to provide complete neighborhoods, including providing for affordable housing. “3.10.2 Complete Neighborhoods - Complete neighborhoods meet the daily needs of residents and provide a mix of amenities, including pedestrian- and bicycle-friendly streets, parks, community centers, day care centers, community gardens, affordable housing, and neighborhood commercial and service uses.”

The parcels are proposed to be developed for affordable housing.

Zoning Designation

The site is zoned R-L-5 Low-Density Residential – 5,000 sq. ft. minimum lot size. The project is evaluated for consistency with Section 17.10 of the Hanford Municipal Code, pertaining to the R-L-5 Low-Density Residential zone district, below.

Housing Density Bonus and Other Incentives

Section 17.50.210 of the Hanford Municipal Code allows for housing density bonuses and other incentives for the development of affordable housing, in accordance with Chapter 4.3 Density Bonuses and Other Incentives, Section 65915 et. seq., of the California Government Code. This section applies to residential projects providing moderate, low and very low income housing and/or senior housing developments. The applicant proposes three development concessions, in exchange for three single-family residential properties, to be developed and held for low-income buyers.

Concessions requested for this project include:

1. Reduced lot depth; and

2. Deviation from the City Street standards – including the elimination of sidewalks and landscape strips and a decreased right-of-way width.

PROJECT EVALUATION

Concessions Requested

According to the Project Financial Report provided by the applicant, 'the intent of this project is to provide homeownership opportunities for low-income families in the community of Hanford. Self-Help Enterprises (SHE) purchased the tax defaulted property that was the site of a former neighborhood pocket park. Since this is not a traditional housing site, concessions are required to make the project feasible as affordable housing, including modest deviations from current City Standards."

Sidewalks/Landscape Strict/Decreased Right-of-way Width

The applicant states, "Due to the lack of space on the site and to provide adequate clearance to meet the City's cul-de-sac turning radius standard, sidewalks and a landscape strip cannot be accommodated on Apple Circle. The length of the cul-de-sac is minimal and sidewalks aren't available on the adjoining street. As a component of this development concession and as a direct result of not including the sidewalks and a landscape strip, the width of right-of-way at the entrance will be less than the standard. This concession is required to ensure the feasibility of the project."

Analysis: A residential street, developed to City standard is shown in Figure 4. The standard residential street right-of-way width is 60 feet with a park strip and four-foot-six-inch-wide sidewalk. The applicant proposes to deviate from the street standard, as shown in Figure 5, for the development of Apple Circle. Apple Circle will have a curb-to-curb width of 37 feet with no sidewalk present.

Figure 4. City Standard Residential Street (ST-32)

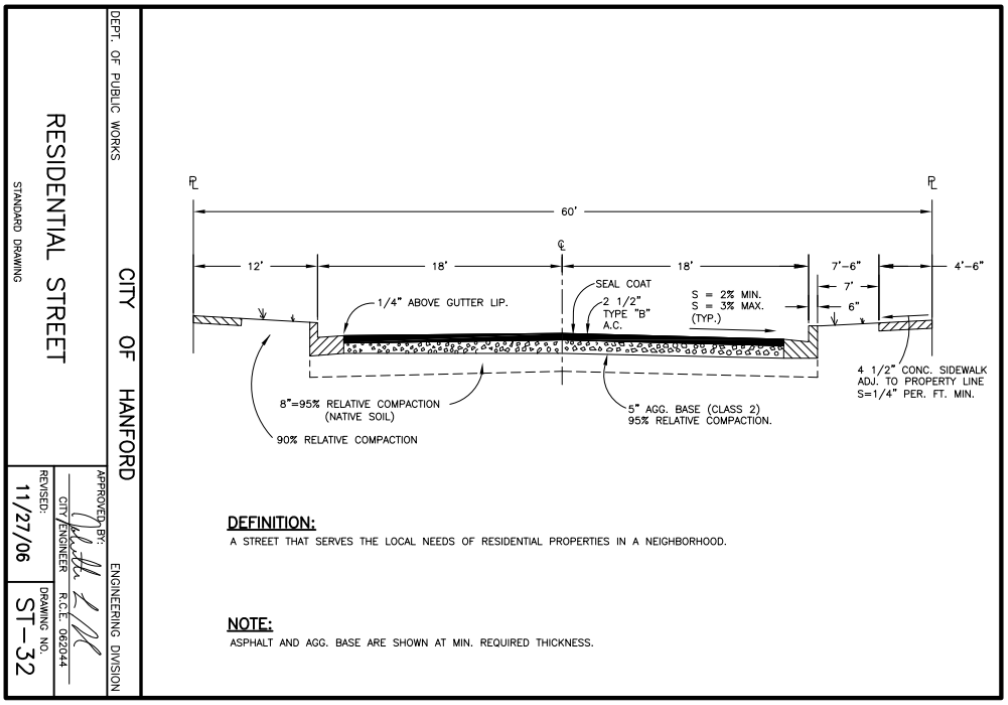
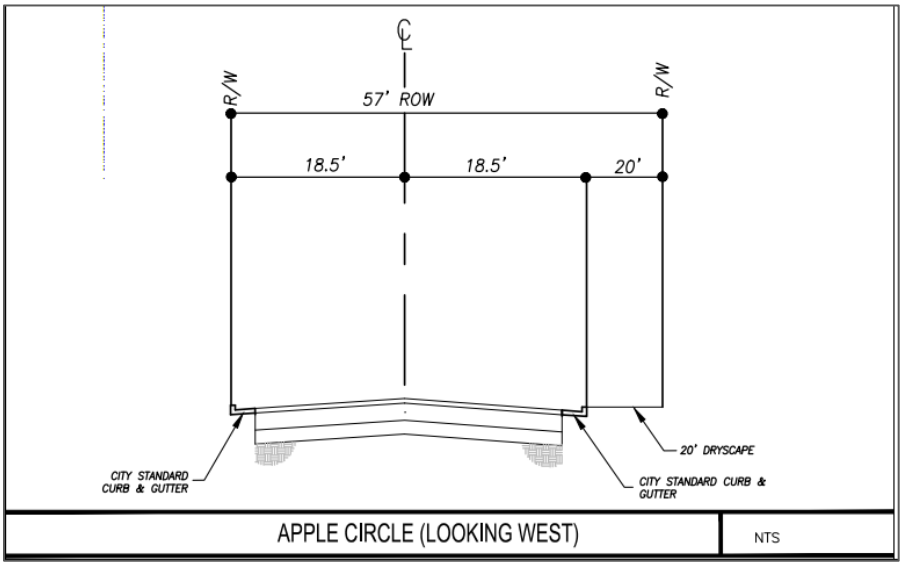


Figure 5: Street Standard Concession Proposed by Applicant



Staff is in agreement with the elimination of sidewalks and a landscape strip. Sidewalks are not present in the surrounding area and would not provide for connectivity – see Figure 6. The elimination of the sidewalks and the park strip, will allow for an adequate turning radius for trash and emergency service apparatuses. There will be a six-foot public utility easement behind the face of the curb for utilities.

Figure 6: Sidewalks not present

Lot Depth

"Lot depth" is the horizontal distance between the midpoint of the front lot line and the midpoint of the rear lot line.

Using the horizontal distance between the midpoint of the front lot line and the midpoint of the rear lot line to determine the lot depth, as described by ordinance, Lot B has a reduced lot depth of 64 feet.

The applicant requests the lot depth of Parcel B be reduced to an overall lot depth of 64 feet, in order to accommodate the appropriate cul-de-sac radius. As an existing, infill property, the concession is required in order to make the project feasible for three single-family residential lots.

Analysis: The reduced lot depth is necessary to accommodate a greater turning radius for refuse and fire truck access. Allowing the reduced lot depth will not impact the buildability of the lot for single-family development.

Housing Density Bonus and Other Incentives

Projects which meet the requirements set forth in Section 17.50.210 shall qualify for a density bonus and an applicable number of concessions or incentives, unless the City Council adopts a written finding, based upon substantial evidence that any one of the following exists:

1. The concession or incentive is not required to provide for affordable housing costs, as defined in Health and Safety Code Section 50052.5, or for rents for the targeted units to be set at the required affordable levels, as specified in Government Code Section 65915(c); or

   Analysis: The concessions requested are required to provide three residential lots, to be made available to low- to very-low-income homeowners. Prices and financing will ensure that all units will be affordable to buyers below 80% of county median income.

2. The concession or incentive would have a specific adverse impact, as defined in Government Code Section 65589.5(d)(2), upon public health and safety or the physical environment or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households; or

   Analysis: As used in the section above, a “specific, adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

   The concessions would not have an adverse impact upon public health and safety or the physical environment. The Building Division and Fire Department will ensure the project is developed and inspected consistent with the California Building Code and Fire Code. The project will not have any effect on real property that is listed in the California Register of Historical Resources.

   The project is considered categorically exempt, in accordance with Section 15332, In-fill Development Projects, of the California Environmental Quality Act (CEQA) Guidelines.

3. The disapproval of the project or imposition of conditions is required in order to comply with specific state or federal law and there is no feasible method to comply without rendering the development unaffordable to very low and low-income households; or

   Analysis: Disapproval and imposition of conditions is not required to comply with any specific state or federal law.

4. The development project is inconsistent with the City's General Plan land use designation as it existed on the date the application was deemed complete, and the City has adopted a housing element in compliance with state law.

   Analysis: The project is consistent with the General Plan land use designation, Low-Density Residential, as it proposes to develop the project site as three single-family residences. Additionally, the project is consistent with Goal 3.10.2 of the General Plan to provide complete neighborhoods. "3.10.2 Complete Neighborhoods - Complete neighborhoods meet the daily needs of residents and provide a mix of amenities, including pedestrian- and bicycle-friendly streets, parks, community centers, day care centers, community gardens, affordable housing, and neighborhood commercial and service uses." The project proposes the development of the lots for affordable housing.

In accordance with Section 17.50.210 E. 2, a regulatory agreement will be required to be recorded with Kings County prior to the recordation of the final map. The regulatory agreement shall include at least the following:

a. The total number of units approved for the housing development, including the number of target units;

b. A description of the household income group to be accommodated by the housing development, and the standards for determining the corresponding affordable rent or affordable sales price and housing costs;

c. The location, unit sizes, in square feet, and number of bedrooms of target units;

d. Tenure of use restrictions for target units of at least ten (10) or thirty (30) years, in compliance with applicable laws;

e. A schedule for completion and occupancy of target units;

f. A description of the additional incentive(s) being provided by the City;

g. A description of remedies for breach of the regulatory agreement by the owners, developers, and/or successors-in-interest of the project; and

h. Other provisions to ensure implementation and compliance with Section 17.50.210.

When this project was initially approved in 2020, the attached regulatory agreement was approved by the City Council - **Attachment 4.** Updates to the document are required, which will require City Council approval.

Tentative Parcel Map 0004-23

Project Design:

	Entire Site	Parcel A	Parcel B	Parcel C	Landscape Parcel
Area:	0.88 acres; 38,332.8 sq. ft.	5,789 sq. ft.	9,103 sq. ft.	11,954 sq. ft.	3,179 sq. ft.
Street Frontage:	138.08 feet along Parkside Drive	62.25 feet along Parkside Drive; 112 feet along Apple Circle	115.33 feet along Apple Circle	63 ft. along Apple Circle	135.75 feet along Apple Circle
Width:	138.08 feet	71.5 feet	134.33 feet	76.66 feet	20 feet
Depth:	267.83 feet	101 feet	64 feet (concession requested)	123.83 feet	160.5 feet
Sidewalk:	No sidewalks existing	No sidewalk proposed	No sidewalk proposed	No sidewalk proposed	No sidewalk proposed
Existing Use:	Vacant	Vacant	Vacant	Vacant	Vacant
Proposed Use:	Split into three lots and a landscape strip	Single-Family Residential	Single-Family Residential	Single-Family Residential	Dryscape landscape strip

Conformance with the standards of the R-L-5 Low-Density Residential zone district

17.10.030 Lot Area

In the R-L-5 Low-Density Residential zone district, the minimum lot area shall be 5,000 square feet. Tentative Parcel Map No. 0004-23 is a request to divide two parcels, totaling .88-acres parcel into three separate parcels, Parcel A: 5,789 sq. ft., Parcel B – 9,103 sq. ft., and Parcel C – 11,954 sq. ft. Parcels A, B, and C from the resulting parcel split will each have a lot area greater than 5,000 sq. ft. The landscape parcel is considered a remnant and will be maintained through a community facility district (CFD). The landscape parcel does not have a buildable lot configuration.

	Entire Site	Parcel A	Parcel B	Parcel C	Landscape Parcel
Area:	0.88 acres; 38,332.8 sq. ft.	5,789 sq. ft.	9,103 sq. ft.	11,954 sq. ft.	3,179 sq. ft.

17.10.040 Lot Dimensions

Lot Frontage

The minimum lot frontage in the R-L-5 Low-Density Residential zone district shall be 40 feet. All parcels meet the minimum lot frontage of the R-L-5 Low-Density Residential zone district. Parcel A of the proposed parcel split will have 62.25 feet of street frontage along Parkside Drive and 112 feet of street frontage on Apple Circle. Parcel B will have 115.33 feet of street frontage along Apple Circle. Parcel C will have 63 feet of street frontage on Apple Circle. The remnant landscape parcel will have 135.75 feet of frontage of Apple Circle. All lots proposed under Tentative Parcel Map No. 0004-24 exceed the requirement for lot frontage in the R-L-5 Low-Density Residential zone district.

	Entire Site	**Parcel A**	**Parcel B**	**Parcel C**	**Landscape Parcel**
Street Frontage:	138.08 feet along Parkside Drive	62.25 feet along Parkside Drive; 112 feet along Apple Circle	115.33 feet along Apple Circle	63 ft. along Apple Circle	135.75 feet along Apple Circle

Lot Width

"Lot width" means the horizontal distance between side lot lines, measured at the front setback line.

The minimum lot width in the R-L-5 Low-Density Residential zone district shall be 50 feet for interior lots and 60 feet for corner lots. Parcel A is a corner lot and has a width of 71.5 feet, measured at the front setback line. Parcels B and C are interior lots. Parcel B is 134.33 feet wide. Parcel C is 76.66 feet wide. All lots proposed under Tentative Parcel Map No. 0004-24 meet the minimum requirement for lot width in the R-L-5 Low-Density Residential zone district.

	Entire Site	**Parcel A**	**Parcel B**	**Parcel C**	**Landscape Parcel**
Width:	138.08 feet	71.5 feet	134.33 feet	76.66 feet	20 feet

Lot Depth – *Concession Requested*

"Lot depth" is the horizontal distance between the midpoint of the front lot line and the midpoint of the rear lot line.

The minimum lot depth in the R-L-5 Low-Density Residential zone district shall be 90 feet. Parcel A has 101 feet of lot depth. Parcel B proposes to have a 64-foot lot depth, which is inconsistent with the requirements of the HMC. The applicant seeks a concession to allow for the reduced lot depth of Parcel B. Parcel C has 123.83 feet of lot depth.

As described earlier, the applicant requests the lot depth of Parcel B be reduced to an overall lot depth of 64 feet, in order to accommodate the appropriate cul-de-sac radius. As an existing, infill property, the concession is required in order to make the project feasible for three single-family residential lots.

Granting of the development concession will not affect the buildable lot configuration of the parcels. Each lot can accommodate a single-family residence on site, as shown in **Attachment 3.**

	Entire Site	**Parcel A**	**Parcel B**	**Parcel C**	**Landscape Parcel**
Depth:	267.83 feet	101 feet	64 feet (concession requested)	123.83 feet	160.5 feet

17.10.050 Dwelling Units per Lot

In the R-L-5 Low-Density Residential zone district, not more than one dwelling unit shall be allowed on each lot, unless approved as an accessory use to an allowed or approved conditional use, or approved as an accessory dwelling unit. All parcels are vacant and intended to be developed as single-family residences made available to low- to very-low-income households. The landscape parcel will be developed with hardscape and require minimal maintenance, which will be maintained through a landscape and lighting improvement district.

17.10.060 Coverage

The maximum coverage of a lot in the R-L-5 Low-Density Residential zone district shall be determined by the combined building setback requirements, accessory structure limitations, and off-street parking requirements. All parcels are vacant and intended to be developed as single-family residences made available to low- to very-low-income households. Coverage will be maintained by adherence to setback requirements (for which development concessions are requested), accessory structure limitations, and off-street parking requirements.

17.10.070 Building Setback Area

Front-Yard Setback

No structure is permitted to be placed within a building setback area. In the R-L-5 Low-Density Residential zone district, the front building setback area shall be 15 feet from the front lot line for livable building space and 20 feet for garages, carports, and other non-livable building space. As shown in **Attachment 3,** all residences proposed are able to accommodate the required front yard setback.

Rear-Yard Setback

No structure is permitted to be placed within a building setback area. In the R-L-5 Low-Density Residential zone district, the rear building setback shall be 15 feet from the rear lot line. The rear building setback area shall be increased by 10 feet for buildings over one-story high. Self-Help Enterprises proposes to construct single-story residences, only. As shown in **Attachment 3,** the rear yard setback is able to be accommodated for each lot.

Side-Yard and Street-Side Setback

In the R-L-5 Low-Density Residential zone district, the interior side building setback shall be five feet from the side lot line. The setback adjoining a street-side property line shall be 10 feet. As

shown in **Attachment 3,** all residences proposed are able to accommodate the required side setbacks.

17.10.080 Distances Between Structures

The minimum distance between structures shall be 10 feet, except as provided by the building code. Each site is proposed to be developed with a single-family residence on site. At this time, additional structures are not proposed. Future development will be required to adhere to the 10-foot separation standard, except as modified by the building code.

17.10.090 Height of Structures

The maximum height of structures in the R-L-5 Low-Density Residential zone district shall be 35 feet. No structure would be permitted to exceed the 35-foot height limitation. All residences proposed are single-story.

17.10.110 Driveways

The width of a driveway and any paved area shall not cumulatively exceed 40% of the width of the lot's street frontage on which the driveway and any paved area faces. In the case of "L-" or "U-" shaped driveways or other configurations, besides perpendicular driveways, the paved area of these driveways shall not exceed 50% of the front building setback area. On corner lots, the driveway shall be located on the side of the lot adjacent to the interior lot line.

Development of the parcels will be required to adhere to the driveway width standards and not exceed the maximum coverage permitted.

17.10.140 Off-Street Parking

Future development of each parcel as a single-family residence will require a minimum of one covered and one uncovered parking space. All proposed residences feature a two-car garage.

FINDINGS FOR APPROVAL

Tentative Parcel Map No. 0004-24

Pursuant to Section 16.04.010 of the Subdivision Ordinance Code and Section 66474 of the Subdivision Map Act, the Planning Commission is required to make the following findings:

1. Consistency Finding: That the proposed map is consistent with applicable general and specific plans.

   Analysis: That the proposed map is consistent with the applicable General Plan designation of Low-Density Residential. The intended use of proposed Parcels A, B, and C is for single-family residential, which is consistent with the General Plan designation for the property.

2. Design Finding: That the design or improvement of the proposed subdivision is consistent with applicable general and specific plans.

   Analysis: That the design of the proposed subdivision is consistent with the General Plan. The General Plan designates the project site as Low-Density Residential. The site is designed in conformance with the Hanford Municipal Code Section 17.10, pertaining to the

R-L-5 Low-Density Residential zone district, with development concessions, permitted in accordance with Section 17.50.210. Development concessions are as follows:

a. Deviation from the City-street standard: Elimination of sidewalk and landscape strip and decreased right-of-way width;

b. Reduced Lot Depth: A minimum 64-foot lot depth is proposed for Parcel B.

3. Type of Development Finding: That the site is physically suitable for the type of development.

   Analysis: That approval of the subdivision will yield three parcels with buildable lot configurations, which are physically suited for residential development, and a landscape parcel, which will be maintained through a communities facilities district.

4. Density Finding: That the site is physically suitable for the proposed density of the development.

   Analysis: That the General Plan prescribes a density range between two to 10 units, per gross acre for the Low-Density Residential zone district. The division of the properties, as proposed, will not affect the ability of the property to meet the density range required. The lot size, pre-subdivision, is .88 acres. The subdivision of the property into three residential lots, Parcel A: 5,789 sq. ft., Parcel B – 9,103 sq. ft., and Parcel C – 11,954 sq. ft yields a density of 3.4 units per acre, which is consistent with the density range prescribed by the General Plan.

5. Environmental Finding: That the design of the subdivision or the proposed improvements is unlikely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

   Analysis: That this division of land is considered categorically exempt by California Environmental Quality Act (CEQA) Guidelines Section 15332, In-fill Development Projects. A Notice of Exemption has been prepared for the project in accordance with CEQA guidelines. See Notice of Exemption – **Attachment 5.**

6. Public Health Finding: That the design of the subdivision or type of improvements is unlikely to cause serious public health problems.

   Analysis: That this application has been reviewed by various City departments. Any improvements required for public health and safety were applied to the proposal and required in the conditions of approval. The City of Hanford Building Division is responsible for ensuring that future construction of the site follows adopted building codes, thus reducing exposures to accidents to the general public. Adequate fire apparatus turning radii are accommodated and verified, as shown on **Attachment 1.**

7. Improvements and Access Findings: That the design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through or use of, property within the proposed subdivision.

   Analysis: That the design of the proposed subdivision and type of improvements will not conflict with easements acquired by the public at large for access through or use of the property within the proposed subdivision. Utility easements will be maintained through the site, as existing. Any off-site improvements such as curbs, gutters, drive approaches, and

transitional paving will be inspected and/or verified to ensure the design, material, and installation of said improvements meet or exceed standards adopted by the City of Hanford.

ENVIRONMENTAL ASSESSMENT

Pursuant to Section 15332, In-fill Development Projects, of the California Environmental Quality Act (CEQA) Guidelines, this project is categorically exempt from further environmental review. A Notice of Exemption has been prepared for the project in accordance with CEQA.

Notice of Exemption – **Attachment 5.**

PUBLIC COMMENTS

A Notice of Public Hearing and Notice of a Tentative Parcel Map was published in the newspaper on May 2, 2024 and mailed to property owners within 300 feet of the project site on May 1, 2024. The Community Development Department has not received comments on the project, as of the preparation of this report.

CONDITIONS OF APPROVAL

Conditions of approval for the tentative parcel map appear as an exhibit to the resolution. Additionally, the following shall apply:

1. That a Regulatory Agreement is required to be recorded, ensuring compliance of the project with all applicable provisions and affordability restrictions as required under Section 17.50.210 of the Hanford Municipal Code, State law, and other applicable affordable housing requirements. The regulatory agreement shall be recorded as a deed restriction with the Kings County recorder's office running with the land and be binding upon all future owners, developers, and/or successors-in-interest. The regulatory agreement shall be recorded prior to the approval of a final map, or, where a map is not being processed, prior to the issuance of building permits for the parcel or units. Resale of moderate income units shall be governed by Government Code Section 65915(c)(2).

2. That those units targeted for low-income households shall be affordable at a rent that does not exceed current Housing and Urban Development (HUD) income limits for low-income households for the county adjusted for household size.

3. That those units targeted for very low-income households shall be affordable at a rent that does not exceed current HUD income limits for very low-income households in the county adjusted for household size.

4. That the owner(s) shall maintain and keep on file documentation for the income level for each tenant occupying the target units.

5. That the owner(s) shall provide the City any additional information required by the City to ensure the long-term affordability of the target units by eligible households.

6. That the City shall have the right to inspect the owner's project-related records at any reasonable time and shall be entitled to audit the owner's records once a year.

7. That the City may establish fees associated with the setting up and monitoring of target units.

8. That all ownership target units shall be occupied by their purchasers; no renting or leasing shall be allowed.

9. That this Tentative Parcel Map becomes null and void after eighteen (18) months has elapsed from the date of approval if the map has not been recorded. The Commission may grant a time extension if a written request and fee is received from the applicant prior to the expiration date. The time extension, if approved, will be subject to the improvement standards and fees in effect at the time the extension for the Tentative Parcel Map is granted.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission:

1. Adopt Resolution No. 2024-08, approving Tentative Parcel Map No. 0004-24.

Applicant/Owner
Self Help Enterprises
8445 W. Elowin Court
Visalia, CA 93291

RESOLUTION NO. 2024-08

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HANFORD PERTAINING TO TENTATIVE PARCEL MAP NO. 0004-24, A REQUEST TO DIVIDE TWO PARCELS, TOTALING .88-ACRES, INTO THREE PARCELS AND A REMNANT LANDSCAPE PARCEL IN THE R-L-5 LOW-DENSITY RESIDENTIAL ZONE DISTRICT AND UTILIZE SECTION 17.50.210 TO APPLY CONCESSIONS TO AN AFFORDABLE HOUSING DEVELOPMENT. THE PROPERTY IS LOCATED NORTH AND WEST OF PARKSIDE DRIVE, SOUTH OF WOODLAND DRIVE (APN 011-100-065 AND 011-100-066).

At a regular meeting of the City of Hanford Planning Commission duly called and held on May 14, 2024, on motion of Commissioner , seconded by Commissioner , and duly carried, the following resolution was adopted:

WHEREAS, Tentative Parcel Map No. 0004-24, a request to subdivide two parcels, totaling 38,332 sq. ft. (0.88 acres) into three parcels, Parcel A: 5,789 sq. ft., Parcel B – 9,103 sq. ft., and Parcel C – 11,954 sq. ft., in the R-L-5 Low-Density Residential zone district and utilize Section 17.50.210 to apply concessions to an affordable housing development has been reviewed by the Planning Commission of the City of Hanford, in accordance with Title 16.04 of the Hanford Subdivision Ordinance; and

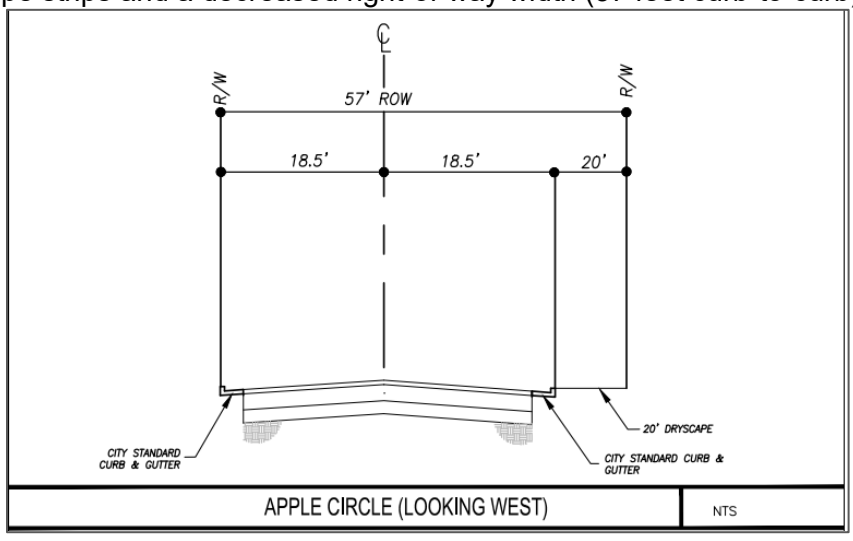
WHEREAS, the project is located north and west of Parkside Drive, south of Woodland Drive (APN 011-100-065 and 011-100-066); and

WHEREAS, the site will be developed, as shown on Tentative Parcel Map No. 0004-24, attached as **Exhibit A,** and developed, as proposed in **Exhibit B**; and

WHEREAS, in accordance with Section 17.50.210, two development concessions have been granted, as follows:

1. Reduced Lot Depth: A minimum 64-foot lot depth is proposed for Parcel B.

2. Deviation from the City Street standards – including the elimination of sidewalks and landscape strips and a decreased right-of-way width (37 feet curb-to-curb).



WHEREAS, the concessions have been reviewed by the Planning Commission in accordance with Section 17.50.210 E. of the Hanford Municipal Code; and

WHEREAS, staff, the various governmental departments, and the Planning Commission have given careful consideration to this tentative parcel map application and have made recommendations thereon; and

WHEREAS, the Planning Commission has reviewed the facts and evidence provided in the staff report and the written and oral evidence presented at the public hearing; and

WHEREAS, the project is exempt from further environmental review, in accordance with Section 15332, In-fill Development Projects, of the California Environmental Quality Act (CEQA) Guidelines; and

THEREFORE, BE IT RESOLVED that the Planning Commission hereby makes the Pursuant to Section 16.04.010 of the Subdivision Ordinance Code and Section 66474 of the Subdivision Map Act, the Planning Commission is required to make the following findings:

1. Consistency Finding: That the proposed map is consistent with applicable general and specific plans.

   Analysis: That the proposed map is consistent with the applicable General Plan designation of Low-Density Residential. The intended use of proposed Parcels A, B, and C is for single-family residential, which is consistent with the General Plan designation for the property.

2. Design Finding: That the design or improvement of the proposed subdivision is consistent with applicable general and specific plans.

   Analysis: That the design of the proposed subdivision is consistent with the General Plan. The General Plan designates the project site as Low-Density Residential. The site is designed in conformance with the Hanford Municipal Code Section 17.10, pertaining to the R-L-5 Low-Density Residential zone district, with development concessions, permitted in accordance with Section 17.50.210. Development concessions are as follows:

   a. Deviation from the City-street standard: Elimination of sidewalk and landscape strip and decreased right-of-way width;

   b. Reduced Lot Depth: A minimum 64-foot lot depth is proposed for Parcel B.

3. Type of Development Finding: That the site is physically suitable for the type of development.

   Analysis: That approval of the subdivision will yield three parcels with buildable lot configurations, which are physically suited for residential development, and a landscape parcel, which will be maintained through a community facilities district.

4. Density Finding: That the site is physically suitable for the proposed density of the development.

   Analysis: That the General Plan prescribes a density range between two to 10 units, per gross acre for the Low-Density Residential zone district. The division of the properties, as proposed,

will not affect the ability of the property to meet the density range required. The lot size, pre-subdivision, is .88 acres. The subdivision of the property into three residential lots Parcel A: 5,789 sq. ft., Parcel B – 9,103 sq. ft., and Parcel C – 11,954 sq. ft. yields a density of 3.4 units per acre, which is consistent with the density range prescribed by the General Plan.

5. Environmental Finding: That the design of the subdivision or the proposed improvements is unlikely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

   Analysis: That this division of land is considered categorically exempt by California Environmental Quality Act (CEQA) Guidelines Section 15332, In-fill Development Projects. A Notice of Exemption has been prepared for the project in accordance with CEQA guidelines.

6. Public Health Finding: That the design of the subdivision or type of improvements is unlikely to cause serious public health problems.

   Analysis: That this application has been reviewed by various City departments. Any improvements required for public health and safety were applied to the proposal and required in the conditions of approval. The City of Hanford Building Division is responsible for ensuring that future construction of the site follows adopted building codes, thus reducing exposures to accidents to the general public. Adequate fire apparatus turning radii are accommodated and verified.

7. Improvements and Access Findings: That the design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through or use of, property within the proposed subdivision.

   Analysis: That the design of the proposed subdivision and type of improvements will not conflict with easements acquired by the public at large for access through or use of the property within the proposed subdivision. Utility easements will be maintained through the site, as existing. Any off-site improvements such as curbs, gutters, drive approaches, and transitional paving will be inspected and/or verified to ensure the design, material, and installation of said improvements meet or exceed standards adopted by the City of Hanford.

THEREFORE, BE IT FURTHER RESOLVED that the Planning Commission has determined that Tentative Parcel Map No. 0004-24 shall be approved, subject to the conditions of approval, attached as **Exhibit C,** and the following conditions:

1. That a Regulatory Agreement is required to be recorded, ensuring compliance of the project with all applicable provisions and affordability restrictions as required under Section 17.50.210 of the Hanford Municipal Code, State law, and other applicable affordable housing requirements. The regulatory agreement shall be recorded as a deed restriction with the Kings County recorder's office running with the land and be binding upon all future owners, developers, and/or successors-in-interest. The regulatory agreement shall be recorded prior to the approval of a final map. Resale of moderate income units shall be governed by Government Code Section 65915(c)(2).

2. That the owner(s) shall maintain and keep on file documentation for the income level for each tenant occupying the target units.

3. That the owner(s) shall provide the City any additional information required by the City to ensure the long-term affordability of the target units by eligible households.

4. That the City shall have the right to inspect the owner's project-related records at any reasonable time and shall be entitled to audit the owner's records once a year.

5. That the City may establish fees associated with the setting up and monitoring of target units.

6. That all ownership target units shall be occupied by their purchasers; no renting or leasing shall be allowed.

7. That this Tentative Parcel Map becomes null and void after eighteen (18) months has elapsed from the date of approval if the map has not been recorded. The Commission may grant a time extension if a written request and fee is received from the applicant prior to the expiration date. The time extension, if approved, will be subject to the improvement standards and fees in effect at the time the extension for the Tentative Parcel Map is granted.

PASSED AND ADOPTED at a regular meeting of the Hanford City Planning Commission by the following vote:

AYES:	Commissioners
NOES:	Commissioners
ABSTAIN:	Commissioners
ABSENT:	Commissioners

STATE OF CALIFORNIA)
COUNTY OF KINGS) ss
CITY OF HANFORD)

I, **Jason Waters,** Secretary of the City of Hanford Planning Commission, do hereby certify the foregoing Resolution was duly passed and adopted by the Planning Commission of the City of Hanford at a regular meeting thereof held on the 14th day of May, 2024.

Jason Waters, Secretary

Exhibit A
Tentative Parcel Map No. 0004-24

MAY 2024

PARKSIDE DRIVE

TENTATIVE PARCEL MAP

BEING PARCELS 36 AND LOT C OF PMW0010 RECORDED IN BOOK 011 OF PARCEL MAPS AT PAGE 100 OF KINGS COUNTY RECORDS. LOCATED IN THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE & MERIDIAN.

PARCEL AND EASEMENT BOUNDARIES BASED ON COUNTY APN DATA. BOUNDARIES ARE TO BE FINALIZED FOLLOWING COMPLETION OF TOPOGRAPHIC SURVEY.

APN	*011-100-065, 011-100-066*
ACREAGE:	*0.88 AC*
FLOOD ZONE:	*ZONE X*
ZONING (EXISTING):	*R-L-5*
ZONING (PROPOSED):	*R-L-5*
ELECTRICITY:	*SOUTHERN CALIFORNIA EDISON*
WATER:	*CITY OF HANFORD*
TELEPHONE:	*AT&T*
REFUSE:	*CITY OF HANFORD*
NATURAL GAS:	*SOUTHERN CALIFORNIA GAS*
EXISTING USE:	*VACANT*
PROPOSED USE:	*SINGLE FAMILY RESIDENTIAL*
R-L-5:	*0.76 AC* *TOTAL UNITS: 3 UNITS* *TOTAL GROSS DENSITY: 3.95 DU/AC*
**WET UTILITY PLANS:*	
WATER:	*CONNECT TO PARKSIDE DRIVE EXISTING LINE*
SEWER:	*CONNECT TO PARKSIDE DRIVE EXISTING LINE*
STORM:	*CONNECT TO PARKSIDE DRIVE EXISTING LINE*

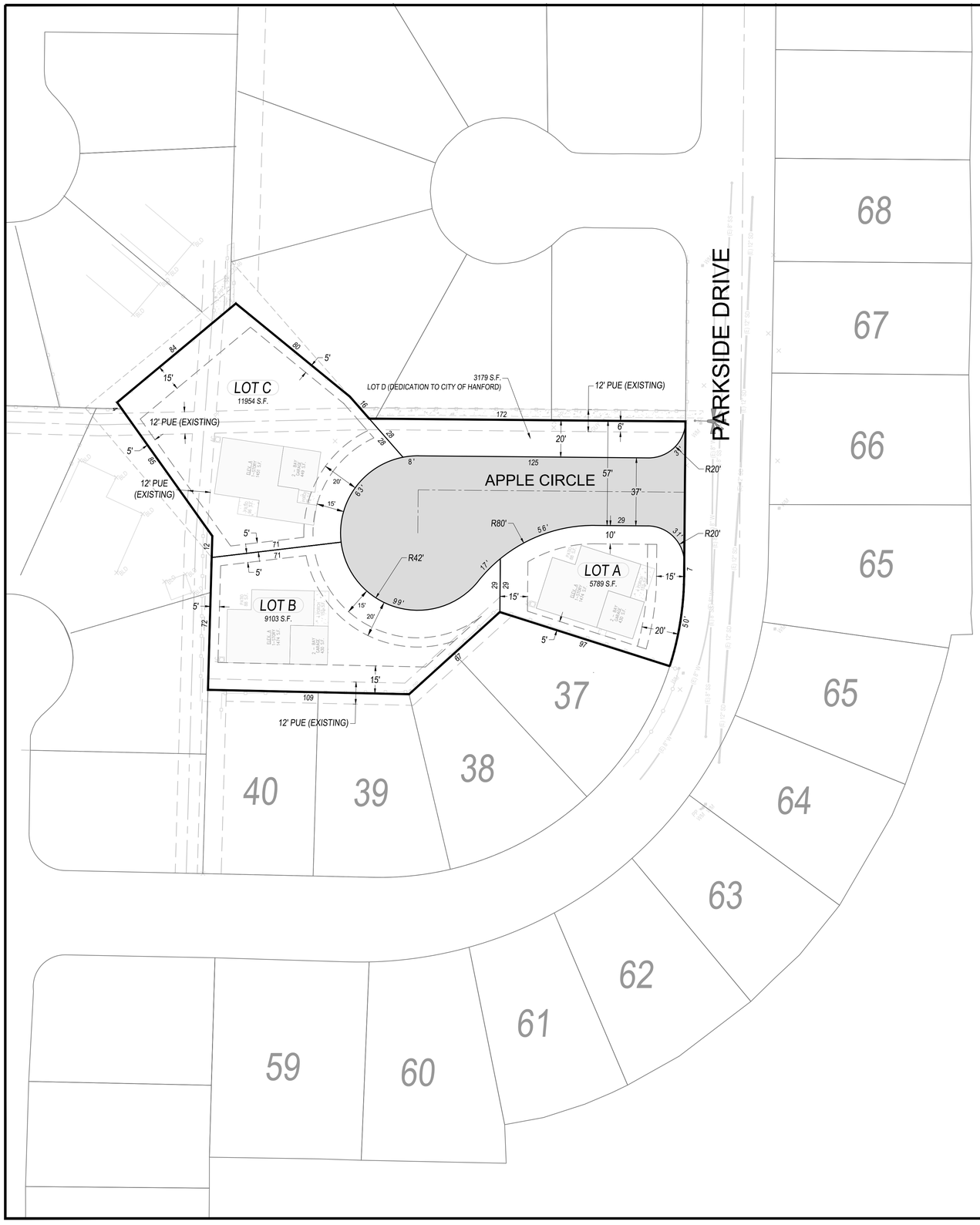
DESIGN STANDARDS

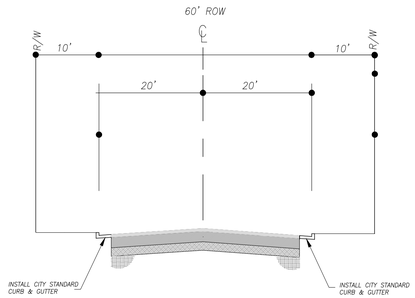
REQUIRED SETBACKS	
FRONT	*15' (20' TO GARAGE)*
SIDE	*5' (10' STREET SIDE)*
BACK	*15'*
MINIMUM LOT SIZE:	*6,165 SF*

CONCESSIONS

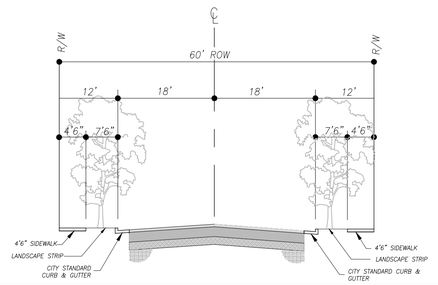
CONCESSIONS ARE REQUESTED FOR THE FOLLOWING:

- *SIDEWALKS/LANDSCAPE STRIP/DECREASED ROW WIDTH*
- *REDUCED LOT DEPTH TO 17.18 FEET*
- *UP TO 20% DEVIATION FROM CITY STANDARD SETBACKS*

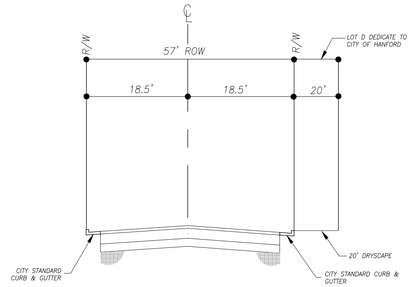




PARKSIDE DRIVE CROSS SECTION (EXISTING) | NTS



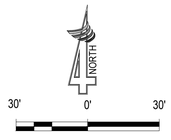
CITY OF HANFORD RESIDENTIAL STREET STANDARD | NTS



APPLE CIRCLE (LOOKING WEST) | NTS

VICINITY MAP

SCALE: 1"=100'



PREPARED FOR:

SELF HELP ENTERPRISES
8445 W Elowin Ct.
Visalia, CA 93291

PREPARED BY:

4CREEKS

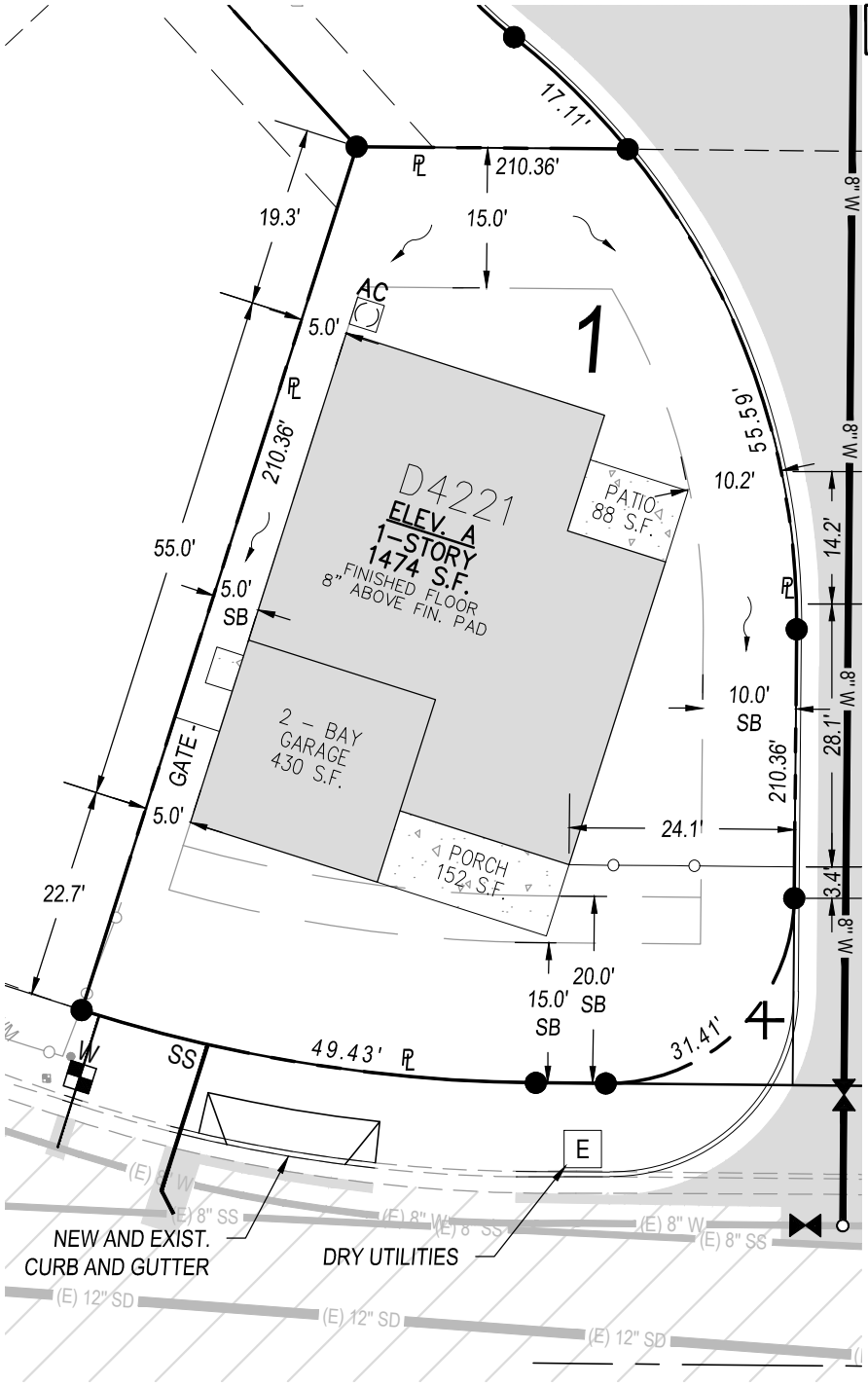
324 S. SANTE FE, STA. A
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215

Exhibit B
Lot Development

PLEASE NOTE: Certain site features may not be included in drawing. Homeowner to confirm shown existing easements or survey data with Preliminary Title Report during escrow. There may be additional utilities not shown within easement areas. Any deviation in the placement of house, hardscape, or utilities from the accepted plot plan shall require a plan change from the City for acceptance. Measurements shown on plot plan are approximate, except for the minimum required by ordinance. This plot does not reflect as-built conditions which may vary from this plan.

LEGEND:

- Property Corner
- ℄ Center Line
- PL Property Line
- SB Building Setback
- LE Landscape Easement
- PUE Public Utility Easement
- F Fire Riser Location
- Water Meter Location
- SD Storm Drain
- SS Sewer Lateral
- W Water Lateral
- Fire Hydrant
- Street Light
- Pad Mounted Elec. Trans. (Above Ground)
- Electric Trans. Vault (Flush Mount)
- E Electric Splice Box (Flush Mount)
- P Phone Splice Box (Flush Mount)
- Phone Splice Box (Above Ground)
- Ⓟ Phone Pedestal (Above Ground)
- Phone Fiber Vault (Flush Mount)
- ○ Cable TV Pedestal (Above Ground)
- C Cable TV Box (Above Ground)
- Ⓒ Cable Splice Box (Flush Mount)
- ZONE AE



THE FINISH GRADING OF THE LOT IS DESIGNED WITH A SUPPLEMENTAL BELOW GROUND PIPE AND DRAIN INSTALLATION, MAINTENANCE AND PRESERVATION OF BOTH SWALE AND DRAINAGE PIPELINE IS REQUIRED BY HOMEOWNER INDEFINITELY TO PROVIDE ADEQUATE LOT DRAINAGE. ANY MODIFICATION TO THE DRAINAGE SYSTEM SHALL BE DESIGNED BY A LICENSED CIVIL ENGINEER BY THE STATE OF CALIFORNIA.

NOTES:
*DRAINAGE TO MEET CA CODE & CITY STANDARDS
*MAX 50% LOT FRONTAGE FOR DRIVE APPROACH
*PARKWAY TO INCLUDE STREET TREE(S) PER APPROVED SUBDIVISION PLAN WITH ROOT BARRIERS
*ACCESSIBLE PATH OF TRAVELS TO MEET CBC CODE REQ., INCL. MAX SLOPE REQUIREMENTS.

Note to buyer: Please visit home site to verify the location of any utility structures which may or may not be shown on this Site Plan.

PARKSIDE DRIVE

C&G, DRIVE APPROACH, AND DRIVEWAY PER CURRENT CITY STDS.

NORTH
0" 1"
1"=20'

SITE PLAN

CAD FILE: 23492 - LOT 1 ADDRESS:

LOT 1 • APPLE CIRCLE • HANFORD, CA

DRAWN: MAY 1, 2024

BUYER(S) SIGNATURE: _____ APPROVAL DATE: _____

P:\Projects\2011\13262\CAD Lot Fit Analysis\Model.dwg.rpt

PLEASE NOTE: Certain site features may not be included in drawing. Homeowner to confirm shown existing easements or survey data with Preliminary Title Report during escrow. There may be additional utilities not shown within easement areas. Any deviation in the placement of house, hardscape, or utilities from the accepted plot plan shall require a plan change from the City for acceptance. Measurements shown on plot plan are approximate, except for the minimum required by ordinance. This plot does not reflect as-built conditions which may vary from this plan.

LEGEND:

- Property Corner
- ℄ Center Line
- PL Property Line
- SB Building Setback
- LE Landscape Easement
- PUE Public Utility Easement
- F Fire Riser Location
- Water Meter Location
- SD Storm Drain
- SS Sewer Lateral
- W Water Lateral
- Fire Hydrant
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NOTES:
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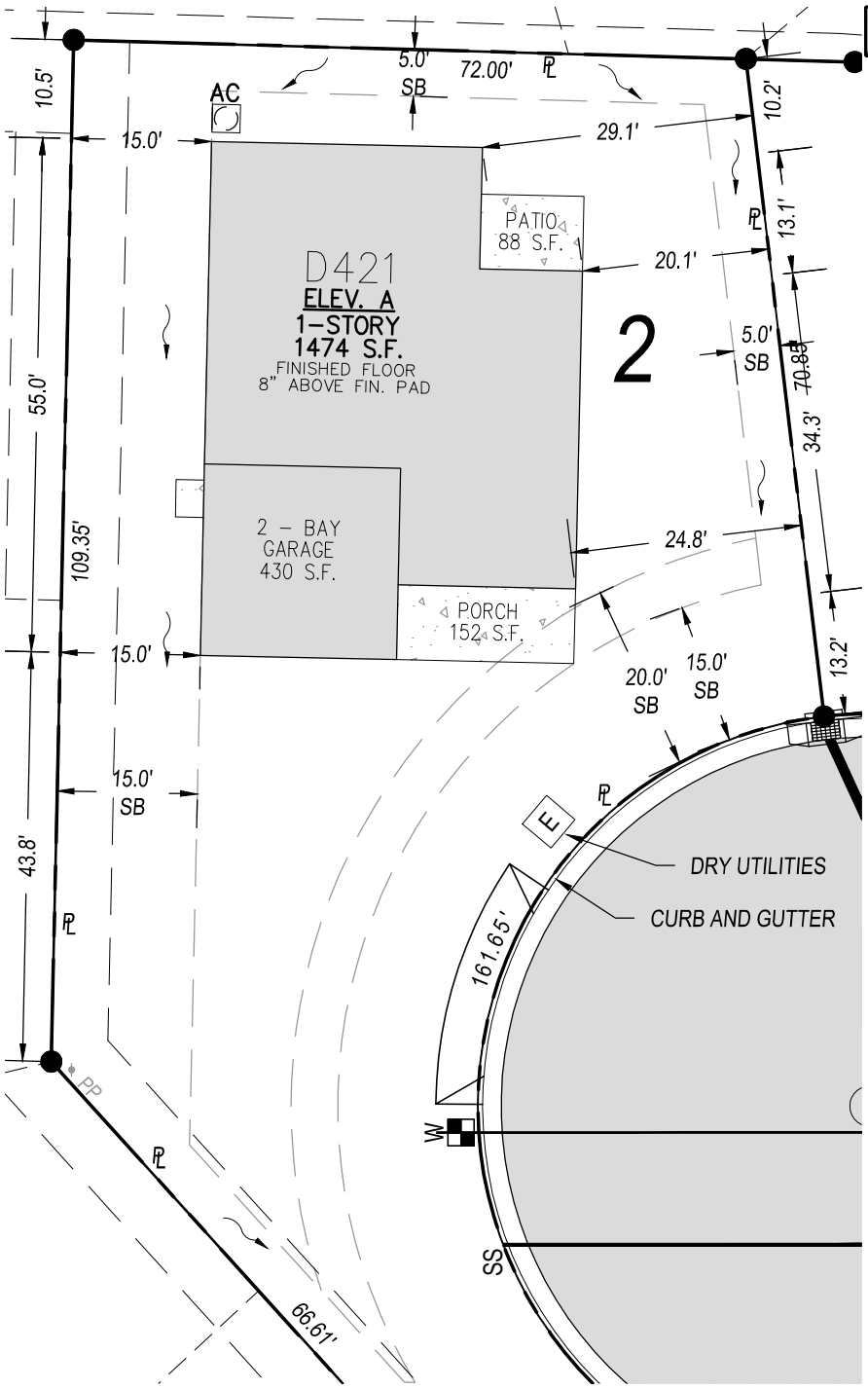

THE FINISH GRADING OF THE LOT IS DESIGNED WITH A SUPPLEMENTAL BELOW GROUND PIPE AND DRAIN INSTALLATION, MAINTENANCE AND PRESERVATION OF BOTH SWALE AND DRAINAGE PIPELINE IS REQUIRED BY HOMEOWNER INDEFINITELY TO PROVIDE ADEQUATE LOT DRAINAGE. ANY MODIFICATION TO THE DRAINAGE SYSTEM SHALL BE DESIGNED BY A LICENSED CIVIL ENGINEER BY THE STATE OF CALIFORNIA.

APPLE CIRCLE

C&G, DRIVE APPROACH, AND DRIVEWAY PER CURRENT CITY STDS.

NORTH
0" 1"
1"=20'

SITE PLAN

CAD FILE: 23492 - LOT 2 ADDRESS:

LOT 2 • APPLE CIRCLE • HANFORD, CA

DRAWN: MAY 1, 2024

BUYER(S) SIGNATURE: _____ APPROVAL DATE: _____

P:\Projects\2011\113262\CAD\Lot Fit Analysis\Wicksite.grf

PLEASE NOTE: Certain site features may not be included in drawing. Homeowner to confirm shown existing easements or survey data with Preliminary Title Report during escrow. There may be additional utilities not shown within easement areas. Any deviation in the placement of house, hardscape, or utilities from the accepted plot plan shall require a plan change from the City for acceptance. Measurements shown on plot plan are approximate, except for the minimum required by ordinance. This plot does not reflect as-built conditions which may vary from this plan.

LEGEND:

- Property Corner
- ℄ Center Line
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- LE Landscape Easement
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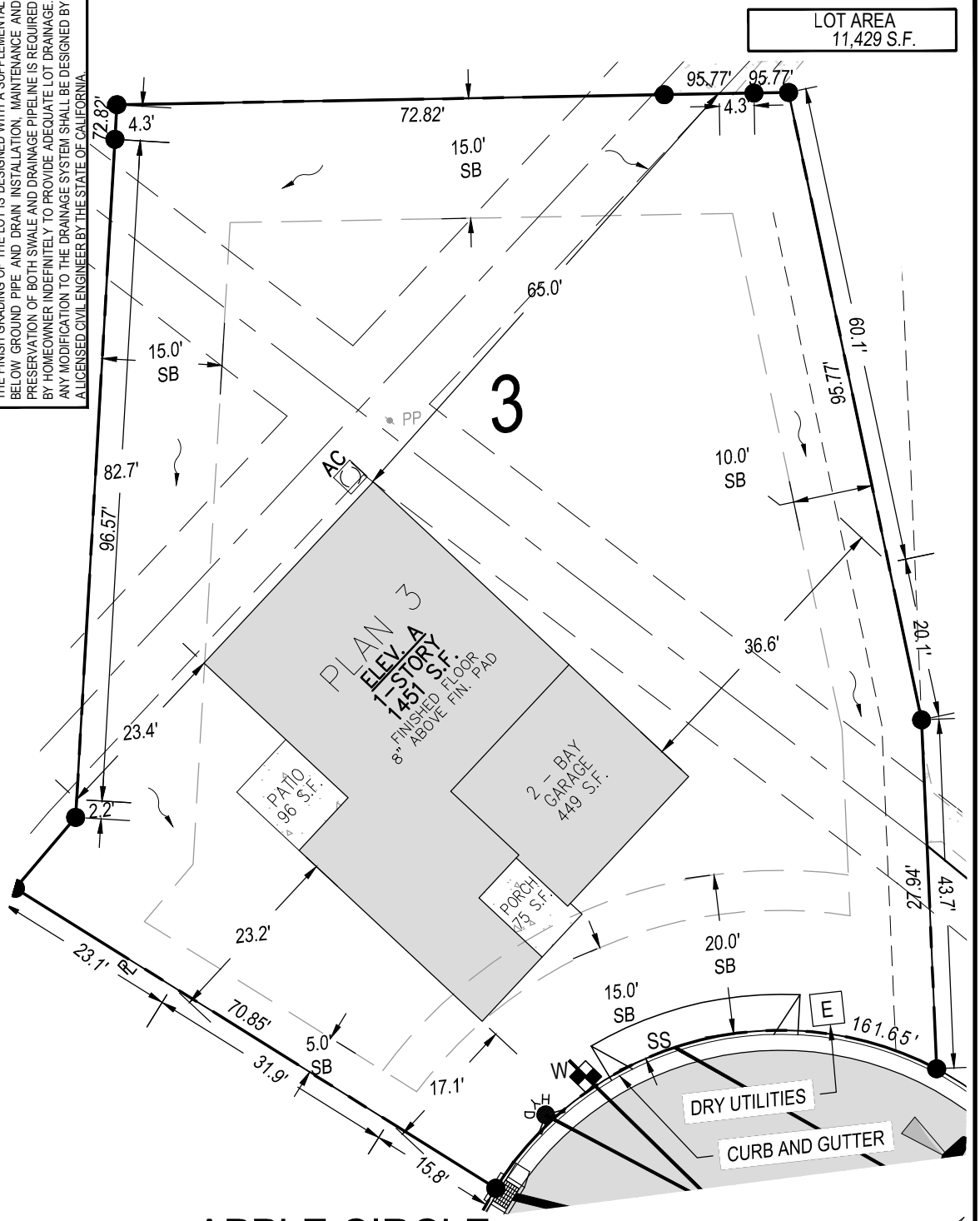
THE FINISH GRADING OF THE LOT IS DESIGNED WITH A SUPPLEMENTAL BELOW GROUND PIPE AND DRAIN INSTALLATION. MAINTENANCE AND PRESERVATION OF BOTH SWALE AND DRAINAGE PIPELINE IS REQUIRED BY HOMEOWNER INDEFINITELY TO PROVIDE ADEQUATE LOT DRAINAGE. ANY MODIFICATION TO THE DRAINAGE SYSTEM SHALL BE DESIGNED BY A LICENSED CIVIL ENGINEER BY THE STATE OF CALIFORNIA.



NOTES:
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*PARKWAY TO INCLUDE STREET TREE(S) PER APPROVED SUBDIVISION PLAN WITH ROOT BARRIERS
*ACCESSIBLE PATH OF TRAVELS TO MEET CBC CODE REQ., INCL. MAX SLOPE REQUIREMENTS.

Note to buyer: Please visit home site to verify the location of any utility structures which may or may not be shown on this Site Plan.

APPLE CIRCLE

C&G, DRIVE APPROACH, AND DRIVEWAY PER CURRENT CITY STDS.

SITE PLAN

CAD FILE: 23492 - LOT 3 ADDRESS:

NORTH
0" 1"
1"=20'

LOT 3 • APPLE CIRCLE • HANFORD, CA

DRAWN: MAY 2, 2024

BUYER(S) SIGNATURE: _____ APPROVAL DATE: _____

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Exhibit C
Conditions of Approval

PLANNING DIVISION
MEETING DATE: MAY 14, 2024
TENTATIVE PARCEL MAP: 0004-24
CONTACT: Gabrielle Myers, Senior Planner: (559) 585-2578

General Plan Designation: Low-Density Residential

Zoning: R-L-5

Other Special Districts: N/A

Planning Division Recommendation ☒ Revise and Proceed ☐ Resubmit

General Requirements:

1. That approval of this project does not exempt compliance with all applicable sections of the Zoning Ordinance, Public Works Improvement Standards, fees, or other City Ordinances.

2. That all approved proposals of the applicant be conditions of development, if not mentioned herein.

3. That the site be developed according to the approved site plan, titled Tentative Parcel Map No. 0004-24 with minor modifications to be approved by the Community Development Department.

4. That no expansion of the use which would tend to increase the projected scale of operations beyond the scope and nature described in this Tentative Parcel Map shall be permitted except upon application for, and approval of, modification of this application according to all procedures and requirements thereof.

5. That if cultural resources are discovered during construction or related activities, all work shall be halted and a qualified archeologist and the City of Hanford shall be notified. The find shall be properly investigated and appropriate measures are to be taken before construction may continue.

6. The following concessions have been granted for the project:

    1. Reduced lot depth – 64 feet for Parcel B

    2. Deviation from the City Street standards – including the elimination of sidewalks and landscape strips and a decreased right-of-way width (37 feet curb-to-curb).

Housing Density Bonus and Other Incentives:

☒ That the city and applicant shall execute a regulatory agreement, ensuring compliance of the project with all applicable provisions and affordability restrictions as required under this section, State law, or other applicable affordable housing requirements, as well as equity sharing requirements if applicable. The regulatory agreement shall be recorded as a deed restriction with the Kings County recorder's office running with the land and be binding upon all future owners, developers, and/or successors-in-interest. The regulatory agreement

shall be recorded prior to the approval of a final map. Resale of moderate income units shall be governed by Government Code Section 65915(c)(2).

1. Those units targeted for low-income households shall be affordable at a rent that does not exceed current Housing and Urban Development (HUD) income limits for low-income households for the county adjusted for household size.

2. Those units targeted for very low-income households shall be affordable at a rent that does not exceed current HUD income limits for very low-income households in the county adjusted for household size.

3. The owner(s) shall maintain and keep on file documentation for the income level for each tenant occupying the target units.

4. The owner(s) shall provide the city any additional information required by the city to ensure the long-term affordability of the target units by eligible households.

5. The city shall have the right to inspect the owner's project-related records at any reasonable time and shall be entitled to audit the owner's records once a year.

6. The city may establish fees associated with the setting up and monitoring of target units.

7. All ownership target units shall be occupied by their purchasers; no renting or leasing shall be allowed.

Dwelling Units per Lot (Section 17.10.050)

☒ That not more than one dwelling unit shall be allowed on each lot, unless approved as an accessory use to an allowed or approved conditional use, or approved as an accessory dwelling unit, in accordance with Section 17.60.030 of the Hanford Municipal Code.

Building Setback Area (Section 17.10.070)

☒ That no structure shall be placed within a building setback area.

a. Front: 15 feet to livable space; 20 feet to garage
b. Rear: 15 feet for 1 story; increase by 10 feet for additional stories
c. Side: interior 5 feet; street-side 10 feet

Distance between Structures (Section 17.10.080)

☒ The minimum distance between structures shall be 10 feet, except as provided by the building code.

Height of Structures (Section 17.10.090)

☒ The maximum structure height shall be 35 feet.

Driveways (Section 17.10.110)

☒ That the width of a driveway and any paved area shall not cumulatively exceed 40% of the width of the lot's street frontage on which the driveway and any paved area faces. In the case of "L" or "U" shaped driveways or other configurations besides perpendicular driveways, the paved area of these driveways shall not exceed 50% of the front building setback area.

☒ That on corner lots, the driveway shall be located on the side of the lot adjacent to the interior lot line.

☒ That on key lots, the driveway shall be located on the side of the lot, which is not adjacent to the rear lot line of the adjacent reverse corner lot.

Usable Open Space (Section 17.10.150)

☒ That each lot shall provide for a usable open space area of a minimum 400 feet that is a minimum 15 feet wide.

Landscaping (Section 17.10.160)

☒ That landscaping be provided in accordance with Section 17.52 Landscape Standards of the Hanford Municipal Code.

☒ That except for driveways and approved parking areas all yard areas and setback areas visible from the street shall be landscaped with live plant materials and ornamentation common to the Hanford area or up to 100% of the yard and setback area may be landscaped with artificial turf and other permeable surfaces.

☒ That two street trees, a minimum 15 gallon size, shall be planted on all lots 6,000 square feet or greater. One of the two shall be planted 12 feet (no greater or no less) from the face of the font lot line street curb.

☒ That there shall be two additional street trees, a minimum 15 gallon size, planted on all corner lots in the parkway adjacent to the street side lot line.

☒ That all species of trees shall be selected from a list approved by the City Parks and Recreation Commission.

Noise:

☒ That construction equipment is muffled and construction activities be limited to the hours between 7:00 a.m. to 10:00 p.m., Monday through Friday, unless the construction is within the enclosed structure or approved by the Community Development Department.

☒ That noise from fixed mechanical equipment, when measured at the property line, meets the standard of the Hanford Noise Element.

Rooftop Equipment HMC Section 17.50.100

☒ That all elevator housing and mechanical equipment located on the roof of any building shall be screened from adjacent views and contained within a completely enclosed penthouse or

portion of the same building having walls and roofs with construction and appearance similar to the building.

Outdoor Lighting Standards HMC Section 17.50.140

☒ That all lights and light fixtures, except public street lights, shall be located, aimed or shielded so as to minimize light trespassing across property boundaries or skyward.

☒ That no lights or light fixtures shall flash, revolve, blink or otherwise resemble a traffic control signal or operate in such a fashion to create a hazard for passing traffic.

☒ That building mounted lighting fixtures shall be attached only to the walls of the building. The top of a light fixture attached to a building wall shall not be higher than the top of the building parapet or the top of the roof eave, whichever is lower.

☒ That canopy ceiling light fixtures shall be recessed or the sides of the lens area shall be shielded in order to eliminate emission of horizontal light.

☒ That mercury vapor lamps shall be a fully shielded fixture with all light directed on-site.

☒ That freestanding light fixtures shall not exceed eighteen (18) feet in height measured from the top of a light fixture to the adjacent grade at the base of the support for that light fixture.

Tents, Tarps, and Other Coverings (Section 17.50.130)

☒ That no front or side building setback area shall be covered by tents, tarps, cloth, fabric, or a wood or metal covering or structure except for the following:

- ☒ Standard window and door awnings
- ☒ Ornamental covers, such as a sidewalk or entry awning trellis, or other similar improvement intended as an improved passageway or for aesthetic purposes providing architectural integrity with the building to which it is attached. Supports shall be ninety (90) percent open and shall not be enclosed.

Dust Control:

☒ That the appropriate dust-control practices of the San Joaquin Valley Air Pollution Control District shall be implemented.

☒ That the any necessary permits be obtained through the San Joaquin Valley Air Pollution Control District.

BUILDING DIVISION
TPM 0004-24
Contact Building Official: Tom Webb (559) 585-2584
Concerning questions that you may have on the conditions listed below:

Soils:

1. That a preliminary soils report, prepared by a qualified soil's engineer, be provided to the Engineering and Building Departments prior to approval of Subdivision Improvement Plans.

2. That a final soils report, prepared by a qualified soils engineer, be provided to the Engineering Department and Building Division prior to acceptance of the subdivision improvements by the City or issuance of building permits or whichever comes first.

3. That the developer retain the design engineer to inspect and verify that grading within the subdivision was constructed as per the approved design, and a copy of the report be provided to the Building Division prior to building permit issuance.

Street Names and Addresses:

1. That street addresses for each lot, as provided by the Building Division, be included on the subdivision final map.

2. That street names, as shown on the tentative subdivision map (as approved by the Building Division), be included on the subdivision final maps.

3. That all single family dwellings within the subdivision have illuminated address numbers 2-¼ inches high or be within an illuminated area with 3-½ inch high address numbers installed on the front most part of the building leading to the entrance. In either case the address numbers shall be of contrasting colors with the background.

4. That all landscaping requires permits and must meet requirements at time of installation.

5. That a map must be provided to show existing streets names of surrounding subdivisions that have City maintained streets.

6. That evidence of a demolition permit and a compaction report for the pool must be provided or obtain the same.

City of Hanford Fire Department

Fire Prevention and Community Risk Reduction Division

Fire Marshal

Nikkie Chamberland

City Of Hanford Fire Department Plan Review

Approval of all projects does not exempt compliance with all applicable sections of the adopted Fire Codes and local city ordinances. All fire protection systems must be installed and operational prior to occupying the building. All permits shall be issued and paid for prior to scheduling any inspections with the fire department. Please contact the building department for the submittal process. To schedule inspection please contact the building department at 559-585-2580

The scope of work shall be clearly stated on all the plans submitted for permit. All deferred submittals shall be listed on the building plan page. All deferred submittals are required to be submitted within 30 days of building permit issuance.

Plan review number: TSM0004-24

Address: Unknown

Plan Reviewer: Nikkie Chamberland

Date: 5-10-2024

The following are comments that are applicable and pertain to plans submitted: This project must comply with the latest California Fire Code.

- Project shall meet the minimum fire flow requirements per Appendix B & C of the CFC 2022; Provide the fire flows within one year
- New and existing residences that have a automatic sprinkler system, proposed accessory dwelling unit shall have an automatic sprinkler system. A separate fire department permit will be required.
- Fire Riser Room:
    1. a separate room that contains the Fire Riser shall contain one man door, the room shall be a 2-hour rated room with adequate spacing to perform

maintenance, riser room shall be properly labeled with 4" lettering with contrasting background and a knox box shall be installed to contain the riser room key, fire sprinkler coverage required, emergency lighting and illuminated lighting required. The riser shall be interconnected with the fire alarm

- When a sprinkler system is required with more than 21 heads, the system shall be monitored by a central monitoring station. Fire alarm and fire detection systems required by chapter 9 of CFC, CBC, shall be installed per NFPA 72.
- Knox FDC Locking Caps are required on all Fire Department Connections.
  A fire department access road is required for facilities that are protected by fire sprinklers and are more than 400 feet away; on site fire hydrants and mains shall be provided where required by the AHJ. Provide a letter of certification from a licensed soil engineer on non-paved all-weather roads that provide fire access, which shall support a 40,000 lbs fire apparatus at a minimum.
- All dead-end access roads more than 150 must provide a approved turn around or hammer head and comply with city standards.
- All access roads shall not be less than 20 ft wide and 13 ft 6 inches
- Access road turning radius for fire apparatus/
  1. Inside turn: 20ft 10 inch
  2. Curb to Curb: 37 ft 3 inches
  3. Wall to Wal: 42 ft

- Temporary or permanent fire department access roads shall be constructed in accordance with City Standards ST-36. All weather access roads shall be in place prior to any combustible construction being brought onto the premises unless approved by the fire department.

- Additional Hydrants may be required, all hydrants shall be installed and accepted prior to combustibles being dropped on site. All hydrants shall be protected by bollards Hydrant spacing shall be as follows CFC 2022 appendix C;
  1. Residential area- 500ft
  2. Commercial area-300ft
  3. A hydrant will be required within 50' of Fire Department connection.

- No traffic calming devices shall be installed without the Fire Departments approval
- Areas identified as "**Fire lanes**" must be Identified as such per requirements set forth in the California Vehicle Code Section 22500.1.

  1. **Access roads 20-26 feet in width:** Fire lanes shall be on both sides of the fire apparatus access roads.
  2. **Access roads 26 to less than 32 feet in width**: Fire lanes shall be on one side of the fire apparatus access roads.
  3. **Access roads 32 feet in width or more:** No fire lanes required.
  4. **Markings shall include "No Parking- Fire Lane**"
- All address numbers shall be installed onto the building and shall be visible from the frontage street. The color of the address numbers shall be in a contrasting color to the building.

Size of Address Numbers:

1. Downtown area (existing buildings): 4 inch numbers
2. Buildings 20-ft. or less from the street: 6 inch numbers
3. Buildings 21- to 40-ft. from the street: 8 inch numbers
4. Buildings more than 40-ft. from street: 12 inch numbers

City of Hanford
Department of Public Works

900 South 10th Ave. • Hanford, CA 93230-5234 • (559) 585-2550

PROJECT: TPM 0004-24 – Parkside Drive

Maps and Plans:

1. That the developer shall submit to the City Engineer a set of construction plans on 24" x 36" sheets for all required improvements. Plans shall be prepared by a registered civil engineer and shall include a drainage and utility plan identifying sizes and location of sanitary sewer, storm drainage and water mains, curbs, gutters, sidewalks, masonry walls, street lights, street improvements, culverts and landscape improvements and all other infrastructure required to complete development. All plans shall be approved by the City Engineer and all other involved agencies before the release of the building permits.

2. That prior to beginning any construction or within ten (10) calendar days after the approved plans are released by the City, the developer shall submit to the City of Hanford Engineering Division one (1) reproducible and four (4) blue line copies of the approved set of construction plans and four (4) bound sets of the approved construction specifications, if any.

3. That within twenty (20) calendar days after all improvements have been constructed and accepted by the City, the developer shall submit to the City of Hanford Engineering Division one (1) reproducible and one (1) blue line copy of the approved set of construction plans revised to reflect all field revisions and marked "RECORD DRAWING."

Easements:

1. That all easements shall be designated on the final parcel map as required by the utility companies and where needed for providing service to street lights and landscape improvements as designated by the City Public Works Department.

2. That all easements for irrigation ditches and / or irrigation pipelines shall be legally abandoned or relocated to the satisfaction of the City Engineer prior to the recording of a final parcel map.

3. That all proposed landscape/public utility easements, located as shown on the tentative parcel map, shall be dedicated to the City and be delineated on the final parcel map. Landscape/public utility easement shall meet or exceed the following minimum widths:

    a.) Apple Circle – Six feet (Public Utility) & Lot L&L (Landscape & Public Utility)

Dedications:

1. That all proposed streets and street extensions, located as shown on the tentative parcel map, shall be dedicated to the City as public right-of-way, and any alteration of existing utilities shall be the responsibility of the developer.

2. That all proposed landscape public utility easements, located as shown on the tentative parcel map shall be dedicated to the City for landscape and public utility purposes concurrent with the recording of a final parcel map, unless modified herein.

Steve Coodey
ASSISTANT ENGINEER (559) 585-2582

Street Improvements:

1. That all improvements consisting of sanitary sewers, storm sewers, water mains, concrete curbs, gutters, street lights, landscaping, street grading, surfacing and striping and all other improvements shall be installed in accordance with Chapter 16.24, "Improvements", of the Hanford Municipal Code and this resolution pertaining to subdivision improvements in effect at the time of filing the tentative parcel map.

2. Apple Circle shall be developed as a residential street along the entire development frontage. All improvements shall be constructed in conformance with City Standards ST-17 and ST-32 and as follows:

    1. Shall be constructed as shown on approved tentative parcel map.

3. That street lights shall be installed throughout the subdivision in conformance with City Standard GE-56 and Southern California Edison requirements. Street lights shall be located as designated by City Engineer.

4. That development is subject to a transportation mitigation impact fee as required by City Municipal Code section 15.48 and any revisions thereof. Developer shall agree that all reimbursements will be made pursuant to the City's Impact Fee Program reimbursement schedule.

Backup Parkway Improvements:

1. That the developer shall design and construct the following improvements along the development North frontages of Apple Circle.

    a. A minimum six-foot-high decorative masonry block wall with continuous reinforced concrete footings. Masonry walls shall be treated with anti-graffiti repellent. The minimum height of the wall shall be measured from the highest elevation grade of the property located adjacent to either side of the wall. Wall heights shall be maintained at a uniform grade / slope whenever possible. If elevation changes are required, steps shall be introduced at pilaster locations and / or changes in wall direction. Wall improvement plans shall be designed to incorporate architectural, civil and structural components into one set of drawings. Wall plans shall be reviewed and approved by both the City Public Works and Community Development Departments.

    b. Landscaping and irrigation system improvements along the development North frontages of Apple Circle. Landscape plans shall be prepared by a licensed landscape architect. Plans shall be reviewed and approved by the City Public Works, Parks & Recreation, and Community Development Departments.

2. That all species of trees and plants shall be selected from a list approved by the City's Parks and Recreation Commission.

3. That all new and existing electrical boxes, control boxes and other equipment boxes (excluding traffic control) cabinets along the street frontage shall be painted hunter green or

be of a color compatible with the landscaping. Prior to painting, all metal surfaces shall be treated with an etching primer (zinc chromate) or equivalent. All new irrigation electrical and control cabinets shall be mounted into the masonry wall per City Standards.

4. That a SCE meter & 2" water service and meter be installed to lot "L&L"

5. That a covenant including each residential lot within the subdivision and requiring care and maintenance of local street park strip landscape improvements along the individual lot frontage(s) by the homeowners thereof shall be recorded concurrent with the final parcel map. (Pay for metered water for landscape, pay for SCE meter)

Sewer Improvements:

1. That the developer's engineer shall provide a Sanitary Sewer plan complete with calculations for the entire subdivision for City Public Works Department review and approval prior to recording a final parcel map for the development. Provisions shall be made to provide service for future areas of development located adjacent to the subdivision.

2. A 6-inch diameter sanitary sewer main shall be installed within Apple Circle in accordance with the Sanitary Sewer Plan.

Storm Drainage Improvements:

1. That the developer's engineer shall provide a Storm Drainage Plan complete with calculations for the entire subdivision for City Public Utilities and Engineering Department review and approval prior to recording a subdivision final map for the development.

2. That developer shall be required to comply with State of California Water Resources Control Board requirements specifically related to the National Pollution Elimination System Permit process.

Water System:

1. That the developer's engineer shall provide a Water System Master Plan complete with calculations for the entire subdivision for City review and approval prior to recording a subdivision final map for the development. Provisions shall be made to provide service for future areas of development located adjacent to the subdivision.

2. An 8-inch water main shall be installed within Apple Circle.

3. That all existing water wells located within the proposed development shall be abandoned in conformance with State of California Department of Health Standards.

Assessment District:

1. That the developer shall enter into an agreement with the City for the formation of a CFD for the maintenance of interior subdivision street lighting, decorative block fencing, and landscaping and irrigation located along the property North frontages of Apple Circle located as shown on the tentative parcel map.

Steve Coodey
ASSISTANT ENGINEER (559) 585-2582

2. That prior to funds from the CFD district being obtained, the developer shall be responsible for the maintenance of all landscaping and irrigation, subdivision interior street lighting and decorative fencing.

City Development Impact Fees:

1. That development is subject to a Police Development Impact Fee as required by City Ordinance No. 19-41-R, and any revisions thereof. Fee payable with each building permit.

2. That development is subject to a Fire Development Impact Fee as required by City Ordinance No. 19-41-R, and any revisions thereof. Fee payable with each building permit.

3. That development is subject to a Park Development Impact Fee as required by City Ordinance No. 19-41-R and any revisions thereof. Fee payable with each building permit.

4. That development is subject to a Transportation mitigation impact fee as required by City Ordinance No. 19-41-R and any revisions thereof. Fee payable with each building permit.

5. That the development is subject to a Wastewater System Development Impact fee as required by City Ordinance No. 19-41-R, and any revisions thereof. Fee payable with each building permit.

6. That development is subject to a Water System Development Impact Fee as required by City Ordinance No. 19-41-R or any revisions thereof. Fee payable with each building permit.

7. That development is subject to a Refuse and Recycling Development Impact Fee as required by City Ordinance No. 19-41-R or any revisions thereof. Fee payable with each building permit.

8. That development is subject to a Storm Drainage Development Impact Fee as required by City Ordinance No. 19-41-R, and any revisions thereof. Fee payable prior to recording of final parcel map.

9. That development is subject to a 12th Avenue Sanitary Sewer area of benefit district assessment fee as required by City Ordinance No. 92-03 or any revisions thereof, if applicable. Fee shall be payable prior to recording of final parcel map.

Steve Coodey
ASSISTANT ENGINEER (559) 585-2582

MAY 2024

PARKSIDE DRIVE

TENTATIVE PARCEL MAP

BEING PARCELS 36 AND LOT C OF PMW0010 RECORDED IN BOOK 011 OF PARCEL MAPS AT PAGE 100 OF KINGS COUNTY RECORDS. LOCATED IN THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE & MERIDIAN.

PARCEL AND EASEMENT BOUNDARIES BASED ON COUNTY APN DATA. BOUNDARIES ARE TO BE FINALIZED FOLLOWING COMPLETION OF TOPOGRAPHIC SURVEY.

APN	*011-100-065, 011-100-066*
ACREAGE:	*0.88 AC*
FLOOD ZONE:	*ZONE X*
ZONING (EXISTING):	*R-L-5*
ZONING (PROPOSED):	*R-L-5*
ELECTRICITY:	*SOUTHERN CALIFORNIA EDISON*
WATER:	*CITY OF HANFORD*
TELEPHONE:	*AT&T*
REFUSE:	*CITY OF HANFORD*
NATURAL GAS:	*SOUTHERN CALIFORNIA GAS*
EXISTING USE:	*VACANT*
PROPOSED USE:	*SINGLE FAMILY RESIDENTIAL*
R-L-5:	*0.76 AC* *TOTAL UNITS: 3 UNITS* *TOTAL GROSS DENSITY: 3.95 DU/AC*
**WET UTILITY PLANS:*	
WATER:	*CONNECT TO PARKSIDE DRIVE EXISTING LINE*
SEWER:	*CONNECT TO PARKSIDE DRIVE EXISTING LINE*
STORM:	*CONNECT TO PARKSIDE DRIVE EXISTING LINE*

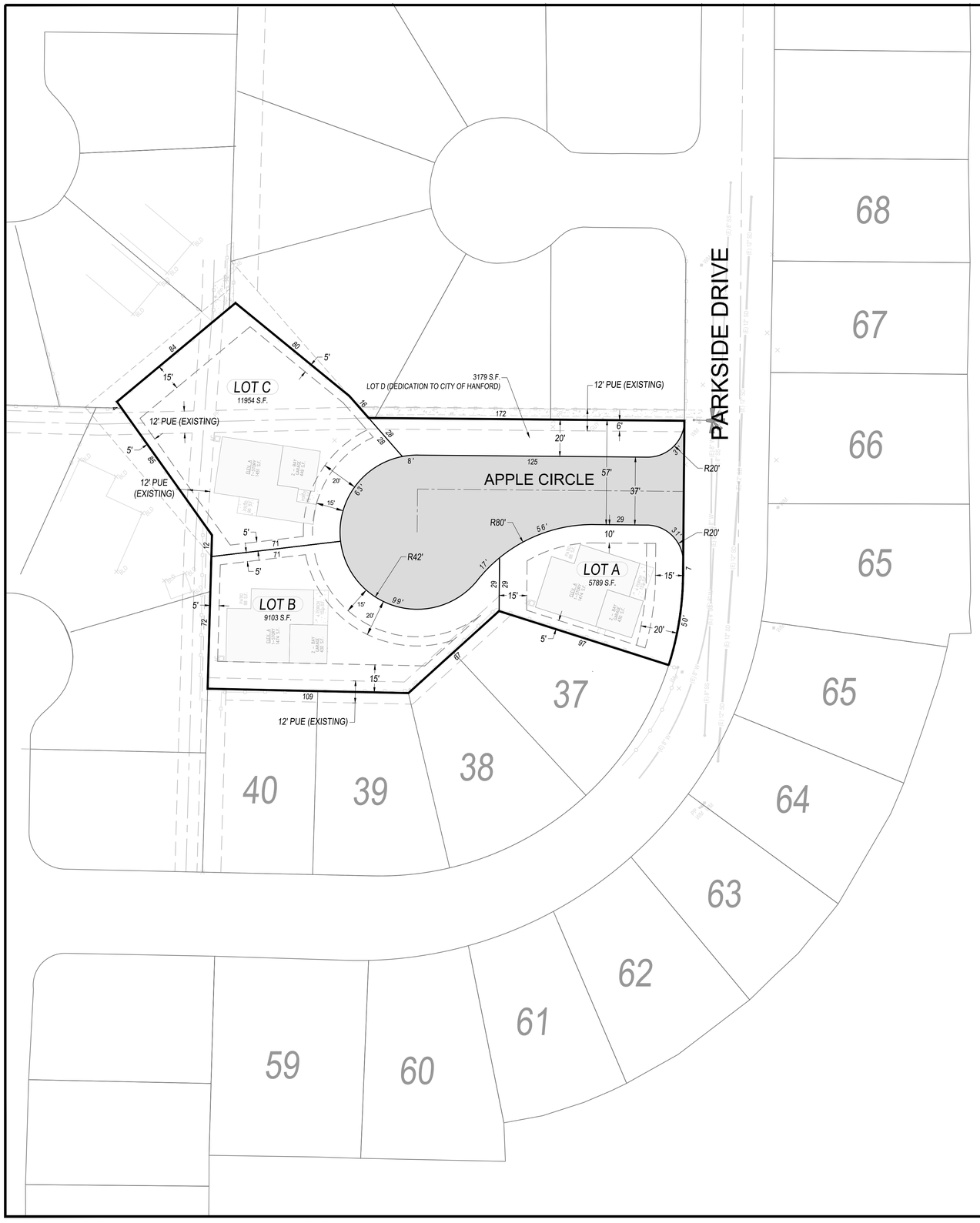
DESIGN STANDARDS

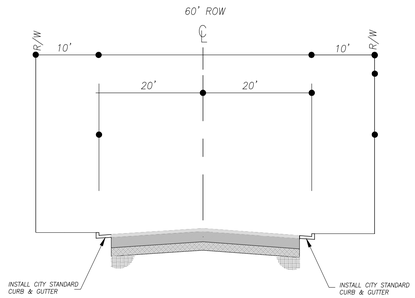
REQUIRED SETBACKS	
FRONT	*15' (20' TO GARAGE)*
SIDE	*5' (10' STREET SIDE)*
BACK	*15'*
MINIMUM LOT SIZE:	*6,165 SF*

CONCESSIONS

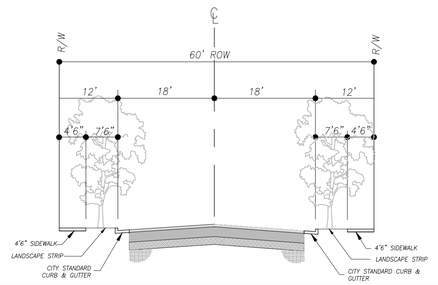
CONCESSIONS ARE REQUESTED FOR THE FOLLOWING:

- *SIDEWALKS/LANDSCAPE STRIP/DECREASED ROW WIDTH*
- *REDUCED LOT DEPTH TO 17.18 FEET*
- *UP TO 20% DEVIATION FROM CITY STANDARD SETBACKS*

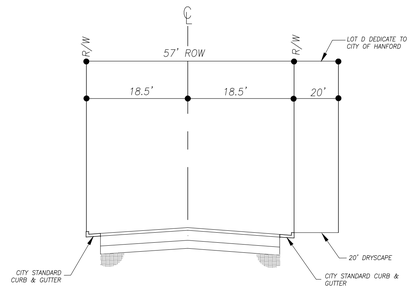




PARKSIDE DRIVE CROSS SECTION (EXISTING) | NTS



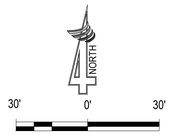
CITY OF HANFORD RESIDENTIAL STREET STANDARD | NTS



APPLE CIRCLE (LOOKING WEST) | NTS

VICINITY MAP

SCALE: 1"=100'



PREPARED FOR:

SELF HELP ENTERPRISES
8445 W Elowin Ct.
Visalia, CA 93291

PREPARED BY:

4CREEKS

324 S. SANTE FE, STA. A
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215

A Nonprofit Housing and Community Development Organization

May 7, 2024

Jason Waters
Deputy City Manager
City of Hanford
137 N. Douty Street
Hanford, CA 93230

RE: Hanford Parcel Map Application Request for Development Concessions under Density Bonus Law, Government Code Section 65915-65918

Dear Mr. Waters,

Self-Help Enterprises (SHE), in conjunction with its Parcel Map application for a 3-lot single-family infill development in Hanford, formally requests development concessions pursuant to California Government Code Section 65915-65918.

Summary of Project

SHE is proposing a low-income single-family homeownership development on a .98 acre infill site located on Parkside Drive, between Peach Circle and Cling Circle (APN: 011-100-065, 011-100-066). The project will provide three single-family detached housing units targeted to low-and very-low income homeowners. Prices and financing will ensure that all units will be affordable to buyers below 80% of county median income. The houses will range in size from 1,300 to 1,500 square feet. The project will assist the City of Hanford in meeting its General Plan goals for low-income housing development as outlined in its Housing Element.

Density Bonus Request

SHE intends to develop all three of the units in this project for households below 80% of the county median income. Therefore, the development will meet the threshold income requirements of state Density Bonus Law (Government Code Section 65915). The referenced Density Bonus Law section entitles Self-Help Enterprises to three development concessions to ensure project feasibility. Without the development concession, the project would not be feasible due to various site limitations.

Request for Development Concessions

We believe that the provision of development concessions (i.e., reduction in minimum lot width) requires no legislative action and is justifiable in order to make the project feasible as a 100% affordable housing development.

Rationale for Development Concessions

The intent of this project is to provide homeownership opportunities for low-income families in the community of Hanford. SHE purchased the tax defaulted property that was the site of a former neighborhood pocket park. Since this is not a traditional housing site, concessions are required to make the project feasible as affordable housing, including modest deviations from current City standards. As such, Self-Help Enterprises respectfully requests your consideration and approval of the following concession pertinent to the Parcel Map application:

In order to make this project feasible, the following concessions are required:

Sidewalks/Landscape Strip/Decreased ROW Width: Due to the lack of space on the site and to provide adequate clearance to meet the City's cul-de-sac turning radius standard, sidewalks and a landscape strip cannot be accommodated on Apple Circle. The length of the cul-de-sac is minimal and sidewalks are available on the adjoining street. As a component of this development concession and as a direct result of not including the sidewalks and a landscape strip, the width of right-of-way at the entrance will be less than the standard. This concession is required to ensure the feasibility of the project.

Lot Width: There is a reduced lot width on Parcels A and B of 9.61 feet to accommodate the appropriate cul-de-sac radius. The reduced width is only on one side of Parcels A and B. The reduction in side yard width is required to accommodate the overall design, which is required to meet the other City standards and allow for a financially feasible project for future low-income homeowners.

It is our request that the development concessions are not subject to legislative action for approval, and that these items be approved with the Parcel Map.

It you have any additional questions regarding this request, please contact me at BetsyG@selfhelpenterprises.org or (559) 802-1653. Thank you for your attention to this matter, and we look forward to providing affordable housing solutions for the low-income residents of Hanford.

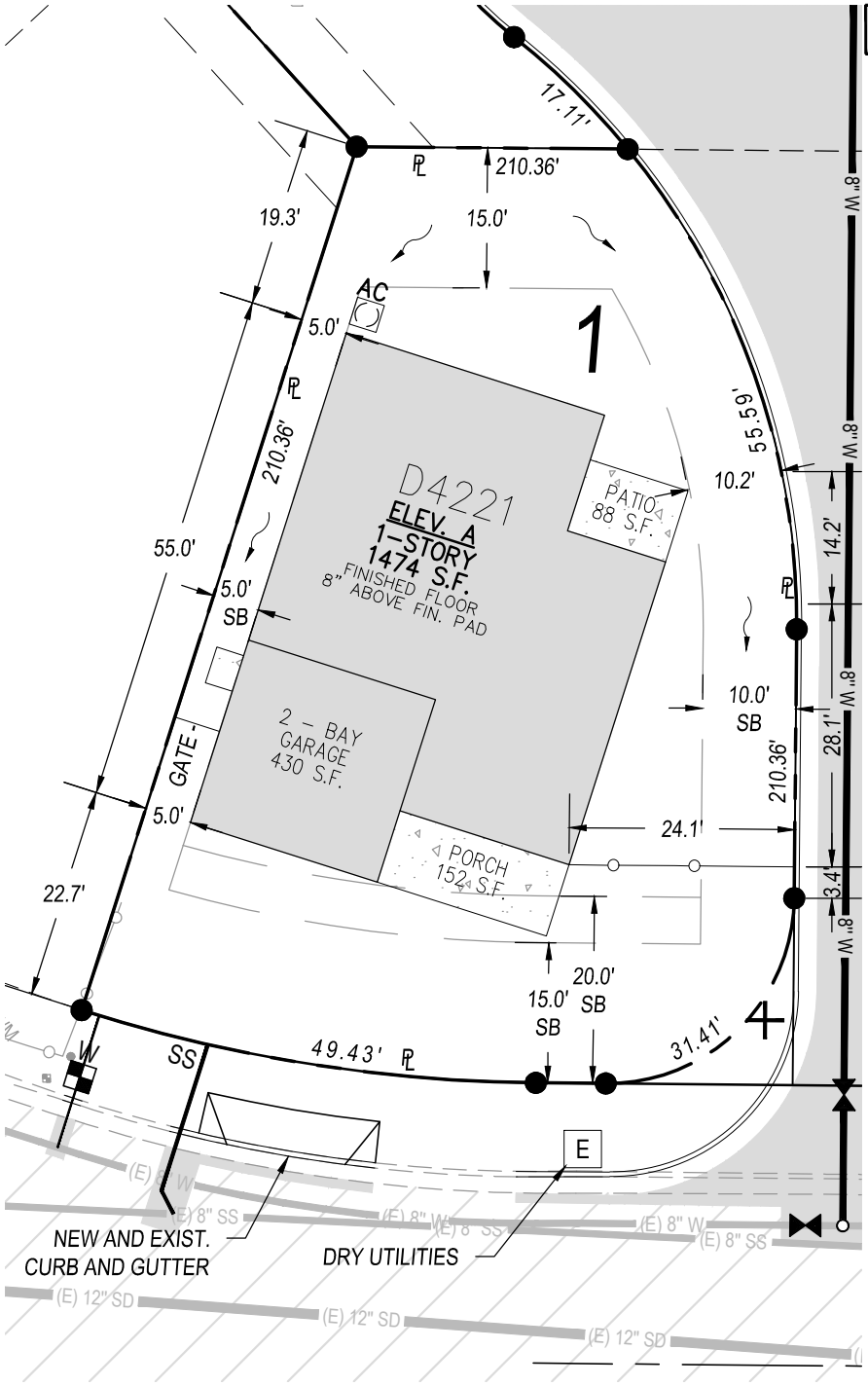
Sincerely,

Betsy McGovern-Garcia
Vice President

PLEASE NOTE: Certain site features may not be included in drawing. Homeowner to confirm shown existing easements or survey data with Preliminary Title Report during escrow. There may be additional utilities not shown within easement areas. Any deviation in the placement of house, hardscape, or utilities from the accepted plot plan shall require a plan change from the City for acceptance. Measurements shown on plot plan are approximate, except for the minimum required by ordinance. This plot does not reflect as-built conditions which may vary from this plan.

LEGEND:

- Property Corner
- ℄ Center Line
- PL Property Line
- SB Building Setback
- LE Landscape Easement
- PUE Public Utility Easement
- F Fire Riser Location
- Water Meter Location
- SD Storm Drain
- SS Sewer Lateral
- W Water Lateral
- Fire Hydrant
- Street Light
- Pad Mounted Elec. Trans. (Above Ground)
- Electric Trans. Vault (Flush Mount)
- E Electric Splice Box (Flush Mount)
- P Phone Splice Box (Flush Mount)
- Phone Splice Box (Above Ground)
- Ⓟ Phone Pedestal (Above Ground)
- Phone Fiber Vault (Flush Mount)
- ○ Cable TV Pedestal (Above Ground)
- C Cable TV Box (Above Ground)
- Ⓒ Cable Splice Box (Flush Mount)
- ZONE AE



THE FINISH GRADING OF THE LOT IS DESIGNED WITH A SUPPLEMENTAL BELOW GROUND PIPE AND DRAIN INSTALLATION, MAINTENANCE AND PRESERVATION OF BOTH SWALE AND DRAINAGE PIPELINE IS REQUIRED BY HOMEOWNER INDEFINITELY TO PROVIDE ADEQUATE LOT DRAINAGE. ANY MODIFICATION TO THE DRAINAGE SYSTEM SHALL BE DESIGNED BY A LICENSED CIVIL ENGINEER BY THE STATE OF CALIFORNIA.

NOTES:
*DRAINAGE TO MEET CA CODE & CITY STANDARDS
*MAX 50% LOT FRONTAGE FOR DRIVE APPROACH
*PARKWAY TO INCLUDE STREET TREE(S) PER APPROVED SUBDIVISION PLAN WITH ROOT BARRIERS
*ACCESSIBLE PATH OF TRAVELS TO MEET CBC CODE REQ., INCL. MAX SLOPE REQUIREMENTS.

Note to buyer: Please visit home site to verify the location of any utility structures which may or may not be shown on this Site Plan.

PARKSIDE DRIVE

C&G, DRIVE APPROACH, AND DRIVEWAY PER CURRENT CITY STDS.

NORTH
0" 1"
1"=20'

SITE PLAN

CAD FILE: 23492 - LOT 1 ADDRESS:

LOT 1 • APPLE CIRCLE • HANFORD, CA

DRAWN: MAY 1, 2024

BUYER(S) SIGNATURE: _____ APPROVAL DATE: _____

P:\Projects\2011\13262\CAD Lot Fit Analysis\Block.dwg.rpt

PLEASE NOTE: Certain site features may not be included in drawing. Homeowner to confirm shown existing easements or survey data with Preliminary Title Report during escrow. There may be additional utilities not shown within easement areas. Any deviation in the placement of house, hardscape, or utilities from the accepted plot plan shall require a plan change from the City for acceptance. Measurements shown on plot plan are approximate, except for the minimum required by ordinance. This plot does not reflect as-built conditions which may vary from this plan.

LEGEND:

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- F Fire Riser Location
- Water Meter Location
- SD Storm Drain
- SS Sewer Lateral
- W Water Lateral
- Fire Hydrant
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- P Phone Splice Box (Flush Mount)
- Phone Splice Box (Above Ground)
- Ⓟ Phone Pedestal (Above Ground)
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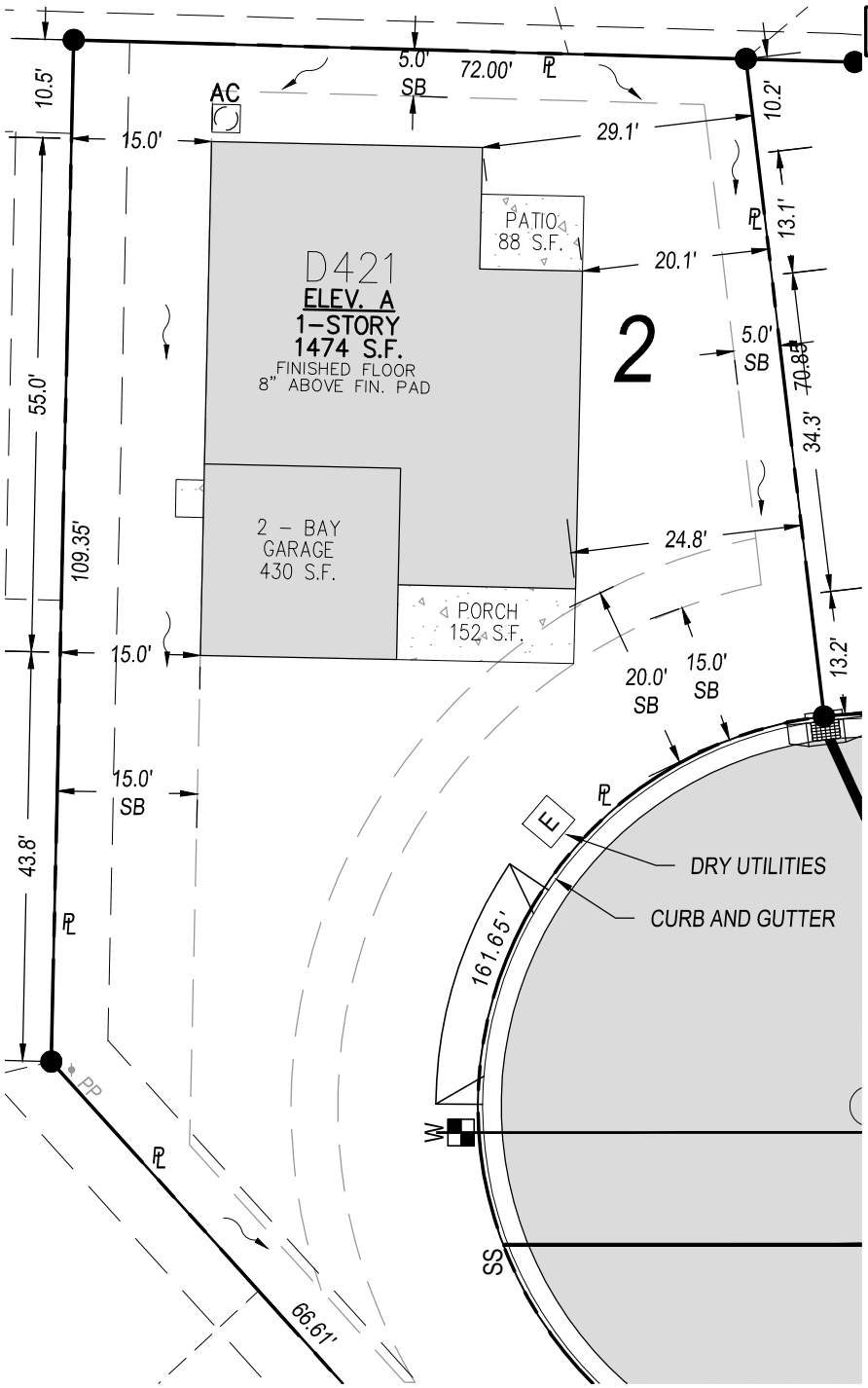
- C Cable TV Box (Above Ground)
- Ⓒ Cable Splice Box (Flush Mount)
- ZONE AE



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*MAX 50% LOT FRONTAGE FOR DRIVE APPROACH
*PARKWAY TO INCLUDE STREET TREE(S) PER APPROVED SUBDIVISION PLAN WITH ROOT BARRIERS
*ACCESSIBLE PATH OF TRAVELS TO MEET CBC CODE REQ., INCL. MAX SLOPE REQUIREMENTS.

Note to buyer: Please visit home site to verify the location of any utility structures which may or may not be shown on this Site Plan.

APPLE CIRCLE

C&G, DRIVE APPROACH, AND DRIVEWAY PER CURRENT CITY STDS.

NORTH
0" 1"
1"=20'

SITE PLAN

CAD FILE: 23492 - LOT 2 ADDRESS:

LOT 2 • APPLE CIRCLE • HANFORD, CA

DRAWN: MAY 1, 2024

BUYER(S) SIGNATURE: _____ APPROVAL DATE: _____

P:\Projects\2011\113262\CAD\Lot Fit Analysis\Wicksite.grf

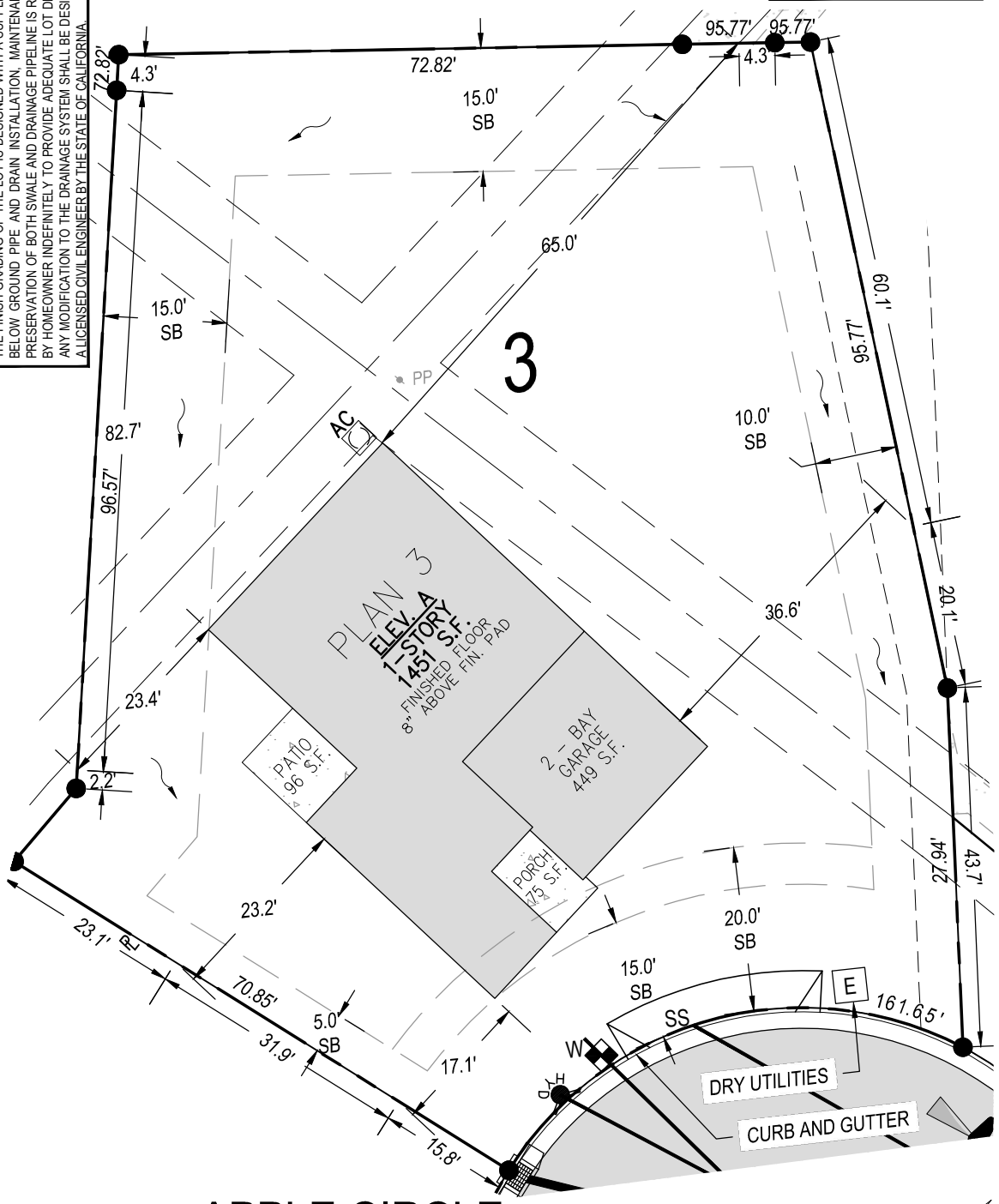
PLEASE NOTE: Certain site features may not be included in drawing. Homeowner to confirm shown existing easements or survey data with Preliminary Title Report during escrow. There may be additional utilities not shown within easement areas. Any deviation in the placement of house, hardscape, or utilities from the accepted plot plan shall require a plan change from the City for acceptance. Measurements shown on plot plan are approximate, except for the minimum required by ordinance. This plot does not reflect as-built conditions which may vary from this plan.

LEGEND:

- Property Corner
- ℄ Center Line
- PL Property Line
- SB Building Setback
- LE Landscape Easement
- PUE Public Utility Easement
- F Fire Riser Location
- Water Meter Location
- SD Storm Drain
- SS Sewer Lateral
- W Water Lateral
- Fire Hydrant
- Street Light
- Pad Mounted Elec. Trans. (Above Ground)
- Electric Trans. Vault (Flush Mount)
- E Electric Splice Box (Flush Mount)
- P Phone Splice Box (Flush Mount)
- Phone Splice Box (Above Ground)
- Ⓟ Phone Pedestal (Above Ground)
- Phone Fiber Vault (Flush Mount)
- ○ Cable TV Pedestal (Above Ground)
- C Cable TV Box (Above Ground)
- Ⓒ Cable Splice Box (Flush Mount)
- ZONE AE

THE FINISH GRADING OF THE LOT IS DESIGNED WITH A SUPPLEMENTAL BELOW GROUND PIPE AND DRAIN INSTALLATION. MAINTENANCE AND PRESERVATION OF BOTH SWALE AND DRAINAGE PIPELINE IS REQUIRED BY HOMEOWNER INDEFINITELY TO PROVIDE ADEQUATE LOT DRAINAGE. ANY MODIFICATION TO THE DRAINAGE SYSTEM SHALL BE DESIGNED BY A LICENSED CIVIL ENGINEER BY THE STATE OF CALIFORNIA.

LOT AREA
11,429 S.F.



NOTES:
*DRAINAGE TO MEET CA CODE & CITY STANDARDS
*MAX 50% LOT FRONTAGE FOR DRIVE APPROACH
*PARKWAY TO INCLUDE STREET TREE(S) PER APPROVED SUBDIVISION PLAN WITH ROOT BARRIERS
*ACCESSIBLE PATH OF TRAVELS TO MEET CBC CODE REQ., INCL. MAX SLOPE REQUIREMENTS.

Note to buyer: Please visit home site to verify the location of any utility structures which may or may not be shown on this Site Plan.

APPLE CIRCLE

C&G, DRIVE APPROACH, AND DRIVEWAY PER CURRENT CITY STDS.

SITE PLAN

CAD FILE: 23492 - LOT 3 ADDRESS:

NORTH
0" 1"
1"=20'

LOT 3 • APPLE CIRCLE • HANFORD, CA

DRAWN: MAY 2, 2024

BUYER(S) SIGNATURE: _____ APPROVAL DATE: _____

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22 39 pgs.
free
CC

NO FEE REQUIRED PURSUANT
TO CODE SECTION 27383
CODE 6103

RECORDING REQUESTED BY
AND MAIL RESPONSE TO:

CITY OF HANFORD
COMMUNITY DEVELOPMENT

317 North Douty Street
HANFORD, CA 93230

DEVELOPMENT COVENANT

This DEVELOPMENT COVENANT ("Agreement") is entered into as of the Effective Date (defined below), between the CITY OF HANFORD, a municipal corporation ("City") and Self-Help Enterprises, a California non-profit corporation (the "Developer").

RECITALS

The parties enter into this Agreement based on the following facts, understandings, and intentions:

A. Pursuant to the Purchase Agreement (defined below) Developer has acquired those certain vacant lots located in Hanford, California that are more particularly described in Exhibit "A" (the "Property"), which is incorporated herein by reference.

B. In connection with Developer's purchase of the Property from City, Developer has agreed to construct three (3) new single family homes, that are approximately one thousand, five hundred (1,500) square feet in size consisting of four (4) bedrooms, two (2) bathrooms and a two-car garage (the "Project") to be marketed and sold to households earning not greater than eighty percent (80%) of the most recent annual median income ("AMI") calculated and published by HUD for the Hanford Metropolitan Statistical Area applicable to such household's size and at affordable prices which allow monthly housing payments (principal, interest, taxes and insurance) of not more than thirty percent (30%) of each household's gross income, in accordance with the terms and conditions set forth herein.

C. This project has been provided with a finding of Categorical Exemption pursuant to Article 19, Section 15332 (Class 32/infill) of the California Environmental Quality Act (CEQA).

AGREEMENT

In consideration of the mutual promises and covenants and upon the terms and conditions set forth in this Agreement, the parties agree as follows:

1. DEFINITIONS Besides definitions contained elsewhere in this Agreement, the following definitions will govern the construction, meaning, application and interpretation of the defined terms, as used in this Agreement.

1.1 ADA. "ADA" means the Americans with Disabilities Act of 1990.

1.2 Agreement. "Agreement" means this Development Covenant between City and Developer.

1.3 Certificate of Completion. "Certificate of Completion" means that Certificate issued in the form attached as Exhibit "E" to Developer by City evidencing completion of the Project for purposes of this Agreement.

1.4 City. "City" means the City of Hanford, a municipal corporation, having its offices at 319 N. Douty Street, Hanford, California 93230, and operating through its Council and its various departments.

1.5 Day. "Day," whether or not capitalized, means a calendar day, unless otherwise stated.

1.6 Default. "Default" means a party's failure to timely perform any action or covenant required by this Agreement following notice and opportunity to cure.

1.7 Developer. "Developer" means Self-Help Enterprises, a California non-profit corporation.

1.8 Effective Date. "Effective Date" means the date that City signs this Agreement (including attestation by the Clerk), after Developer signs it.

1.9 Environmental Laws. "Environmental Laws" means any federal, state, or local law, statute, ordinance or regulation concerning environmental regulation, contamination or cleanup of any Hazardous Materials or Waste including, without limitation, any state or federal lien or "super lien" law, any environmental cleanup statute or regulation, or any governmentally required permit, approval, authorization, license, variance or permission.

1.10 Hazardous Materials. "Hazardous Materials" means any substance, material, or waste, which is or becomes regulated by any local governmental authority, the State of California, or the United States Government including, without limitation, any material or substance, which is: (a) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Sections 25115, 25117, or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, (b) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, (c) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, (d) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, (e) petroleum, (f) friable asbestos, (g) polychlorinated biphenyl, (h) listed under Article 9 or defined as "hazardous" or "extremely hazardous" under Article 11 of Title 22, California Code of Regulations, (i) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (j) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. §6901 *et seq.*, or (k) defined as "hazardous substances" pursuant to Section of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §9601, *et seq.*); provided, however, hazardous materials shall not include: (1) construction materials, gardening materials, household products, office supply products or janitorial supply products customarily used in the construction, maintenance, rehabilitation, or management of residential rental housing, mixed-use, or commercial developments or associated buildings or grounds, or typically used in household activities in a manner typical of other

residential, mixed-use or commercial developments which are comparable to the Improvements; and (2) certain substances which may contain chemicals listed by the State of California pursuant to Health and Safety Code Section 25249, et seq., which substances are commonly used by a significant portion of the population living within the region of the Property, including, but not limited to, alcoholic beverages, aspirin, tobacco products, NutraSweet, and saccharine.

1.12 Improvements. "Improvements" means the construction of the Project on the Property.

1.13 Performance Schedule. "Performance Schedule" means the schedule attached as Exhibit "C," setting forth the dates and times by which the parties must accomplish certain obligations under this Agreement. The parties may revise the Schedule from time to time on mutual written agreement of Developer and City, but any delay or extension of the completion date is subject to the requirements in this Agreement.

1.14 Project. "Project" means the development that Developer is to complete on the Property and any off-site improvements, as generally described in the Scope of Development, attached as Exhibit "B." The Project includes construction of three (3) new single family homes that are approximately one thousand, five hundred (1,500) square feet in size consisting of four (4) bedrooms, two (2) bathrooms and a two-car garage to be marketed and sold to households earning not greater than eighty percent (80%) of the most recent annual median income ("AMI") calculated and published by HUD for the Hanford Metropolitan Statistical Area applicable to such household's size and at affordable prices which allow monthly housing payments (principal, interest, taxes and insurance) of not more than thirty percent (30%) of each household's gross income. Each of the homes will be similar in architectural style and design to the homes in the vicinity of the Project, and the design of the homes will be subject to approval by the City prior to construction.

1.15 Project Budget. "Project Budget" shall mean the schedule of sources and uses of funds attached hereto as Exhibit "D."

1.16 Project Completion Date. "Project Completion Date" means the date that City shall have determined the Project has reached completion in accordance with the plans and specifications in the Development Schedule, as evidenced by City's issuance of a Certificate of Completion.

1.17 Property. "Property" means the real property described in Exhibit "A."

1.18 Security Financing Interest. "Security Financing Interest" means a security interest, which Developer grants in its interest in the Property, to secure a debt, the proceeds of which Developer uses to construct the Project.

2. CITY ASSISTANCE & DEVELOPMENT LOAN

2.1 City will not be required, nor shall City provide, any financial assistance to Developer for construction of the Project.

2.2 Developer agrees to provide construction financing for the development of the Project to be repaid upon the sale of the Project to a household earning not greater

than eighty percent (80%) AMI.

3. PROJECT DEVELOPMENT

3.1 Private Development Project; Revision of Project. Developer will complete the Project as described in the Scope of Development using contractors licensed to do business in California except where provision of state code allows for owner-builder exemptions.

3.2 Time for Completion of the Project. Developer will begin construction by the date provided in the Performance Schedule, and will diligently complete the Project according to the Performance Schedule, or by any other date as the parties may agree in a written extension signed by the parties and subject to any extension of time provided for in Section 3.3.

3.3 Extension of Time for Completion. In addition to the specific provisions of this Agreement, performance by any party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; acts of another party; acts or the failure to act of any public or governmental agency or entity or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of the commencement of the cause. If, however, notice by the party claiming such extension is sent to the other party more than thirty days after the commencement of the cause, the period shall commence to run only thirty days prior to the giving of such notice. Times of performance under this Agreement may also be extended in writing by City and the Developer. Executive Director, on behalf of City, may grant extension(s) which cumulatively do not exceed one hundred eighty (180) days; any additional extension shall require City Council approval.

3.4 Certificate of Completion. After Developer has satisfactorily completed the Project according to this Agreement, Developer may ask The City to record a Certificate of Completion indicating that the Project is complete, substantially in the form attached as Exhibit "E." For purposes of this section, Developer's submission of a "Safe to Occupy" Certificate or Certificate of Occupancy for the Improvements of the Project shall be conclusive evidence that Developer has satisfactorily completed those Improvements. Subject to the satisfaction of the conditions to its issuance (see next subsection) and within ten days of such request, the City shall provide an instrument certifying Developer's completion of the Project, by preparing and recording the Certificate of Completion. This release, when recorded, will evidence the City's conclusive determination that Developer has satisfied the construction covenants in this Agreement for the Project. The release will not be evidence that Developer has complied with or satisfied any obligation to any person holding a deed of trust or Security Financing Interest. The release shall not terminate Developer's indemnification or other obligations, which by their nature are intended to survive Project completion. After the release is recorded in the Official Records of Kings County, any party then owning or after that

purchasing the project shall not (because of such ownership or purchase) incur any obligation or liability under this Agreement regarding the construction requirements or Project development of the completed project.

3.5 Conditions to Issuing the Certificate of Completion. The following are all conditions precedent to the City issuing the Certificate of Completion for the project, or any phase thereof, and each submission will be in a form and substance satisfactory to the City:

3.5.1. Evidence that all mechanics' liens or material men's liens and claims recorded against the Property, or any Phase thereof, and the Project Improvements that are the subject of the Certificate of Completion have been unconditionally and finally released or, if not released, sufficiently bonded against as required by law.

3.6 Liens and Stop Notices. If a claim of lien or bonded stop notice is recorded against the Property or any Project improvements, the Developer, within 91 days after that, or within five days after the City's demand, whichever occurs last, will do the following:

3.6.1. Pay or discharge the same;

3.6.2. Effect the release of it by recording and delivering to the City a surety's release bond in sufficient form and amount, or otherwise; or

3.6.3. Give the City other assurance that the City, in its sole discretion, deems satisfactory to protect the City from the effect of the lien, claim or bonded stop notice.

3.7 Proof of Insurance. Annually, beginning with commencement of construction of the Project, and continuing until the issuance of a Certificate of Completion for the Project, Developer shall submit proof of insurance as required by this Agreement.

3.8 Taxes and Assessments. The Developer will pay before delinquency all ad valorem real estate taxes and assessments on the Property, subject to the Developer's right to contest any taxes or assessments in good faith. The Developer will remove any levy or attachment on the Property or any part of it, or assure the satisfaction of the levy or attachment within a reasonable time.

3.9 Compliance with Laws. In performing its obligations hereunder, Developer shall comply with all applicable laws, regulations, and rules of the governmental agencies having jurisdiction, including, without limitation, applicable federal and state labor standards and environmental laws and regulations. Developer, not City, is responsible for determining applicability of and compliance with all local, state and federal laws including, without limitation, the California Labor Code, Public Contract Code, Public Resources Code, Health & Safety Code, Government Code, and Hanford Municipal Code. The City makes no representations regarding the applicability of any such laws to this Agreement, the Project, or the parties' respective rights or obligations hereunder including, without limitation, payment of prevailing wages, competitive bidding, subcontractor listing, or other matters. The City shall not be liable or responsible, in law or equity, to any person for Developer's failure to comply with any such laws, whether the City knew or should have known of the need for Developer to comply, or whether the City failed to notify Developer of the need to comply.

4. SALE OF COMPLETED PROJECT TO A HOUSEHOLD EARNING NOT GREATER THAN EIGHTY (80%) AMI

4.1 Developer Obligations. Developer shall be responsible for all aspects of the marketing and selling of the completed Project to households earning not greater than eighty percent (80%) AMI and at an affordable price which allows monthly housing payments (principal, interest, taxes and insurance) of not more than thirty percent (30%) of the household's gross income, including but not limited to, the coordination of all potential sales and income qualifications for all buyers to confirm that such income and affordability requirements are satisfied and coordination with all mortgage lenders, preparation of purchase documents and loan documents necessary for secondary financing.

5. INDEMNITY; INSURANCE

5.1 Indemnity. To the furthest extent allowed by law, Developer shall indemnify, hold harmless and defend, with qualified counsel of Developer's choice, the City, and each of its officers, officials, employees and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability including, without limitation, personal injury, death at any time and property damage) incurred by the City, Developer or any other person, and from any claims, demands and actions in law or equity (including reasonable attorneys' fees, litigation and legal expenses incurred by the City or held to be the liability of the City, including plaintiff's or petitioner's attorneys' fees if awarded, in connection with the City's defense of its actions in any proceeding), arising or alleged to have arisen directly or indirectly out of performance or in any way connected with: (i) the making of this Agreement; (ii) the performance of this Agreement; (iii) the performance or installation of the work or Improvements by the Developer and Developer's employees, officers, agents, contractors or subcontractors; (iv) the design, installation, operation and removal or maintenance of the work and Improvements; or (v) the City's granting, issuing or approving use of this Agreement.

Developer's obligations under the preceding sentence shall apply regardless of whether the City or any of its officers, officials, employees or agents are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of the City or any of its officers, officials, employees, agents or authorized volunteers.

This indemnity shall also cover, without limitation the following: (i) any act, error or omission of Developer as to the City or any of their officers, employees, contractors, subcontractors, invitees, agents or representatives in connection with this Agreement, the Project or the Property; (ii) any use of the Property, the Project by Developer or any of its officers, employees, contractors, subcontractors, invitees, agents or representatives, successors or assigns; (iii) the design, construction, operation or maintenance of the Project; or (iv) failure of Developer or any of its officers, employees, contractors, subcontractors, invitees, agents or representatives to comply with any Federal, State or local law, code, ordinance or regulation applicable to this Agreement or the Project, including, but not limited to, claims based upon failure to comply fully with prevailing wage laws as may be determined by any court or agency of the State of California or United States

Government; with respect to any and all claims related to prevailing wage, Developer, as provided herein and otherwise in this Agreement, assumes all responsibility for payment of prevailing wage and complying with prevailing wage laws, if required, and specifically waives any and all rights against the City, as well as the City and agents, employees, agencies, and consultants, pursuant to California Labor Code section 1726(c) and analogous federal law, if any, and agrees to defend and fully indemnify the City, as well as City agents, employees, agencies, and consultants, for any claims based upon failure to pay prevailing wage, including, without limitation, claims for damages, fines, penalties, litigation expenses, costs, attorneys' fees, and interest. Developer and/or the City have the right to contest or challenge any finding that prevailing wage applies.

This section shall survive termination or expiration of this Agreement and the potential recordation of the Grant Deeds.

5.1.1 Action Arising Out of Approval of This Agreement. The Developer shall indemnify, defend and hold the City and each of their respective officers, officials, employees, agents, boards and volunteers harmless from any judicial action filed against the City by any third party arising out of the City's approval of this Agreement or any permit, entitlement or other action required to implement this Agreement, including without limitation approvals under the Law, CEQA or the City's Municipal Code. The City will promptly notify the Developer of the action. Within fifteen (15) days after receipt of the notice, the Developer shall take all steps necessary and appropriate to assume defense of the action; provided however, the City may utilize the attorneys of its choice for its defense and Developer shall be responsible for the legal fees and costs incurred by the City in such action. The City will cooperate with the Developer in the defense of the action (at no cost to City). Neither the Developer nor City will compromise the defense of such action or permit a default judgment to be taken against the City without the prior written approval of the other party(ies).

5.1.2 Survival of Indemnification Provisions. Except as otherwise specifically stated herein, the indemnification provisions in this subsection and every other indemnification in this Agreement will survive any termination of this Agreement, will survive any Closing, will survive the expiration of any covenant herein and will not merge with any other document evidencing an interest in real property.

5.2 Insurance. Until the City issues the Certificate of Completion and records it in the Official Records of Kings County, Developer shall pay for and maintain, or cause to be paid and maintained, in effect all insurance policies required hereunder with insurance companies either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A: VII" in Best's Insurance Rating Guide; or (ii) authorized by the City's Risk Manager. The following policies of insurance are required, and Developer will deliver proof of these policies before starting construction:

5.2.1 Commercial General Liability Insurance. Commercial general liability Insurance, which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and shall include insurance for bodily injury, property damage, and personal and advertising

injury with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, contractual liability (including indemnity obligations under this Agreement), with limits of liability of not less than five million dollars ($5,000,000) per occurrence for bodily injury and property damage, one million dollars ($1,000,000) per occurrence for personal and advertising injury and five million dollars ($5,000,000) aggregate for products and completed operations, and five million dollars ($5,000,000) general aggregate.

5.2.2 Commercial Automobile Liability Insurance. Commercial automobile liability insurance, which shall be at least as broad as the most current version of Insurance Services Office (ISO) Business Auto Coverage Form CA 00 01 (Section 1, subsection A.1 entitled "Any Auto"), with combined single limits of liability of not less than one million dollars ($1,000,000) per accident for bodily injury and property damage.

5.2.3 Workers' Compensation Insurance. Workers' compensation insurance, as required under the California Labor Code.

5.2.4 Employer's Liability. Employer's liability coverage with minimum limits of liability of not less than one million dollars ($1,000,000) each accident, one million dollars ($1,000,000) disease policy limit and one million dollars ($1,000,000) disease each employee.

5.2.5 Fire and Extended Coverage Insurance. Fire and extended coverage insurance for at least the full replacement cost of the Developer Improvements on the Property, excluding foundations, footings and excavations and tenant improvements, fixtures and personal property.

5.2.6 Builders Risk Insurance. Builders risk insurance sufficient to cover one hundred (100) percent of the replacement value of all improvements made on the Property including, without limitation, terms of labor and materials in place or to be used as part of the permanent construction (including, without limitation, surplus miscellaneous materials and supplies incidental to the work, and scaffolding, staging, towers, forms and equipment not owned or rented by Developer, the cost of which is not included in the cost of work). Such coverage shall be written on an "All Risk" (Special Perils) coverage form.

Developer shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Developer shall also be responsible for payment of any self-insured retentions.

The above-described policies of insurance shall be endorsed to provide an unrestricted thirty calendar day written notice in favor of the City, of policy cancellation, change or reduction of coverage, except the Workers' Compensation policy that shall provide a ten-calendar day written notice of such cancellation, change or reduction of coverage. If any policy is due to expire during the term of this Agreement, Developer shall provide a new certificate evidencing policy renewal not less than fifteen calendar days before the expiration date of the policy. When an insurer, broker, or agent issues a notice of cancellation, change or reduction in coverage, Developer shall immediately obtain and file a certified copy of a new or renewal policy and certificates for such policy with the City.

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name the City and the officers, officials, agents

and employees as an additional insured. Each policy shall be endorsed so that Developer's insurance is primary and no contribution is required of the City. All insurance policies required hereunder shall contain a waiver of subrogation as to City, its officers, officials, agents, employees and volunteers. Developer shall, upon the parties; execution of this Agreement, furnish the City with a Certificate(s) of insurance and endorsements evidencing that all requirements of this Agreement have been satisfied, and Developer will provide copies of the actual policies upon the City's request.

The fact that insurance is obtained by Developer or its subcontractors shall not be deemed to release or diminish the liability of Developer or its subcontractors including without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City, and their officers, officials, agents, employees and volunteers, shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Developer or its subcontractors. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Developer, its principals, officers, agents, employees, persons under the supervision of Developer, vendors, suppliers, invitees, subcontractors, consultants or anyone employed directly or indirectly by any of them.

If Developer fails to maintain the required insurance in full force and effect, Developer shall immediately discontinue all work under this Agreement, and take all necessary actions to secure the work site to insure that public health and safety is protected, until City receives notice that the required insurance has been restored to full effect and that the premiums for the insurance have been paid for a period satisfactory to City. Developer's failure to maintain any required insurance shall be sufficient cause for City to terminate this Agreement after notice and the right to cure as provided in Section 9.5.

If Developer subcontracts all or any portion of the work under this Agreement, Developer shall require each subcontractor to provide insurance protection in favor of Developer and the City, and their officers, officials, employees, agents and volunteers according to the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with Developer and City before the subcontractor begins any work.

6. SECURITY FINANCING INTERESTS AND RIGHTS OF HOLDERS

6.1 Prohibition Against Transfer of Property, the Buildings or Structures Thereon and Assignment of Agreement. Prior to the issuance by City of a Certificate of Completion for the Project, the Developer shall not, except as expressly permitted by this Agreement, sell, transfer, convey, assign, or lease the whole or any part of the Property or the buildings or improvements thereon without the prior written approval of City. This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the development of the Property or to prohibit or restrict the leasing of any part or parts of a building or structure when said improvements are completed.

6.1.1 Permitted Transfers. Notwithstanding the foregoing, the following events ("Permitted Transfers") shall not be deemed a transfer for the purposes of requiring City's consent:

A. Creation of Security Financing Interests;

B. A sale, conveyance, or transfer of the Property at foreclosure (or a deed in lieu of foreclosure) resulting from a Security Financing Interest;

C. The conveyance or dedication of parts of the Property to the City or the grant of easements or permits solely to facilitate the development of the Property before the Certificate of Completion is recorded;

D. Sale or rental of Project units/space in accordance with this Agreement;

E. Sale or assignment to an entity controlled by or in common control with Developer;

F. Assignments resulting from the death or mental or physical incapacity of an individual;

G. Assignments in trust for the benefit of a partner's spouse, children, grandchildren or other family members.

6.2 Approval or Consent of City. When a request for transfer or assignment is submitted to City for consideration, approval will be conditioned on the following:

6.2.1 Financial Strength and Business Experience. The proposed transferee will demonstrate to City's reasonable satisfaction that the proposed transferee has sufficient financial strength and the business experience in planning, financing, development, ownership, and operation of similar projects to complete the Project, or portion thereof, competently.

6.2.2 Assumption Agreement. Any transferee, by recordable instrument acceptable to the City, shall expressly assume all the unfulfilled or ongoing obligations of the Developer under this Agreement, and agree to be subject to all the conditions and restrictions to which the Developer is subject with respect to the Property or applicable portion thereof.

6.2.3 Transfer Documents. The Developer or its successors shall submit all documents, proposed to affect any transfer or assignment, to the City for review and approval.

6.2.4 Other Information. Developer or its successors shall deliver all information to City that City may reasonably request to enable it to evaluate the proposed transfer or assignment. City shall approve, conditionally approve, or disapprove a request for assignment within 15 days after receiving the request and all supporting documentation.

6.2.5 Developer's Release. City's approval of any transfer, assignment, or sale will not relieve the Developer or any successor from any unfulfilled or ongoing obligations of Developer under this Agreement with respect to any portion of the Property not transferred. The provisions of this subsection are intended to discourage land speculation, and these provisions shall be liberally interpreted to accomplish that end.

6.3 Security Financing; Rights of Holders.

6.3.1 No Encumbrances Except Mortgages, Deeds of Trust, Sales and Lease-Backs or Other Financing for Development. Notwithstanding Section 6.1 of this Agreement, mortgages, deeds of trust, sales and lease-backs or any other form of conveyance required for any reasonable method of financing are permitted before issuance of a Certificate of Completion but only for the purpose of securing loans of funds to be used for financing the acquisition of the Property, the construction of improvements on the Property and any other expenditures necessary and appropriate to develop the Property under this Agreement. The Developer shall promptly notify City of any mortgage, deed of trust, sale and lease-back or other financing conveyance, encumbrance or lien that has been created or attached thereto prior to completion of the construction of the improvements on the Property whether by voluntary act of the Developer or otherwise. The words "mortgage" and "deed of trust," as used herein, include all other appropriate modes of financing real estate acquisition, construction and land development.

6.3.2 Holder Not Obligated To Construct Improvements. The holder of any mortgage, deed of trust or other security interest authorized by this Agreement shall in no way be obligated by the provisions of this Agreement to construct or complete the improvements or to guarantee such construction or completion, nor shall any covenant or any other provision in the grant deed for the Property be construed so to obligate such holder; provided however, such interest shall be subject to the use limitations identified in Section 7.3 below. Nothing in this Agreement shall be deemed to construe, permit or authorize any such holder to devote the Property to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by this Agreement.

6.3.3 Notice of Default to Mortgage, Deed of Trust, or Other Security Interest Holders; Right to Cure. Whenever City shall deliver any notice or demand to the Developer with respect to any breach or default by the Developer in completion of construction of the improvements, City shall at the same time deliver a copy of such notice or demand to each holder of record of any mortgage, deed of trust, or other security interest authorized by this Agreement who has previously made a written request to City therefor default of the Developer under this Section 6.3.3. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the improvements (beyond the extent necessary to conserve or protect the improvements or construction already made) without first having expressly assumed the Developer's obligations to City by written agreement reasonably satisfactory to City. The holder in that event must agree to complete, in the manner provided in this Agreement, the improvements to which the lien or title of such holder relates and submit evidence reasonably satisfactory to the City that it has the qualifications and financial responsibility necessary to perform such obligations. Any such holder properly completing such improvements shall be entitled, upon written request made to the City, to a Certificate of Completion from the City.

6.3.4 Failure of Holder to Complete Improvements. In any case where, six months after default by the Developer in completion of construction of improvements under this Agreement, the holder of any mortgage, deed of trust, or other security interest creating a lien or encumbrance upon the Property has not exercised the option to construct, or if it has exercised the option and has not proceeded diligently with

construction, the City may, but shall not be required to, purchase the mortgage, deed of trust, or other security interest, including the underlying debt, by payment to the holder of the amount of the unpaid debt, plus any accrued and unpaid interest. If the ownership of the Property has vested in the holder, City, if it so desires, shall be entitled to a conveyance of the Property from the holder to the City upon payment to the holder of an amount equal to the sum of the following:

A. The unpaid mortgage, deed of trust, or other security interest debt at the time title became vested in the holder (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings);

B. All expenses with respect to foreclosure;

C. The net expenses, if any (exclusive of general overhead), incurred by the holder as a direct result of the subsequent management of the Property;

D. The costs of any authorized improvements made by such holder; and

E. An amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage or deed of trust debt and such debt had continued in existence to the date of payment by the City.

6.3.5 Right of the City to Cure Mortgage, Deed of Trust or Other Security Interest Default. In the event of a default or breach by the Developer on a mortgage, deed of trust or other security interest with respect to the Property prior to the completion of the Project, and the holder has not exercised its option to complete the Project, the City may, but shall not be required to, cure the default prior to completion of any foreclosure. In any such event, the City shall be entitled to reimbursement from Developer of all costs and expenses incurred by the City in curing the default. the City shall also be entitled to a lien upon the Property to the extent of such costs and disbursements. Any such lien shall be subject to mortgages, deeds of trust or other security interests executed for the sole purpose of obtaining funds to purchase and develop the Property as authorized herein.

7. USE AND MAINTENANCE OF THE PROPERTY

7.1 Developer covenants and agrees for itself, its successors and assigns, which covenants shall run with the land and bind every successor or assign in interest of Developer, that during development of the Property pursuant to this Agreement and thereafter, neither the Property nor the improvements, nor any portion thereof, shall be improved, used or occupied in violation of any applicable governmental restrictions or the restrictions of this Agreement. Furthermore, Developer and its successors and assigns shall not initiate, maintain, commit, or permit the maintenance or commission on the Property or in the improvements, or any portion thereof, of any nuisance, public or private, as now or hereafter defined by any statutory or decisional law applicable to the Property or the improvements, or any portion thereof.

7.2 Notwithstanding anything to the contrary or that appears to be to the contrary in

this Agreement, Developer hereby covenants, on behalf of itself, and its successors and assigns, which covenants shall run with the land and bind every successor and assign in interest of Developer that, Developer and such successors and assigns shall use the Property solely for the purpose of constructing, maintaining and selling the Project to an income eligible household meeting the requirements and restrictions of this Agreement and the Declaration of Restrictions ("Declaration of Restrictions") attached hereto as Exhibit "F," which is incorporated herein by reference.

7.3 Affordable Housing.

7.3.1 Construction of Affordable Housing Unit. The Developer covenants and agrees to construct three (3) single-family units to be sold to income eligible households at affordable prices in accordance with the Declaration of Restrictions. This Agreement and the City's sale of the Property to Developer are expressly conditioned on the parties' execution of the Declaration of Restrictions concurrently wherewith.

7.3.2 Obligation to Refrain from Discrimination. There shall be no discrimination against, or segregation of, any persons, or group of persons, on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the rental, sale, lease, sublease, transfer, use, occupancy or enjoyment of the Property, or any portion thereof, nor shall Developer, or any person claiming under or through Developer, establish or permit any such practice, or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property or any portion thereof (except as permitted by this Agreement). The nondiscrimination and non-segregation covenants herein shall remain in effect in perpetuity.

7.3.3 Maintenance of Improvements. Developer covenants and agrees for itself, its successors and assigns, and every successor in interest to the Property or any part thereof, that, after the City's issuance of its Certificate of Completion the Developer, its successors and assigns, and every successor in interest to the Site Property, shall be responsible for the maintenance of all improvements that may exist on the Property (except for maintenance of improvements within the public right of way which fall under the purview of the City) from time to time, including without limitation buildings, parking lots, lighting, signs, and walls, in good condition and repair, and shall keep the Property free from any accumulation of debris or waste materials. The Developer shall also maintain all landscaping required pursuant to Developer's approved landscaping plan in a healthy condition, including replacement of any dead or deceased plants. The foregoing maintenance obligations shall run with the land in accordance with and for the term of the Declaration of Restrictions. Developer hereby waives any notice, public hearing, and other requirements of the public nuisance laws and ordinances of the City that would otherwise apply, except as specified in the Declaration of Restrictions. Upon the sale of the Project, Developer (but not Developer's successor) shall be released from the requirements imposed by this subsection 7.3.3, and the financial liability therefor.

7.3.4 Effect of Covenants.

7.3.4.1 The City is deemed the beneficiary of the terms and provisions of this Agreement and of the restrictions and covenants running with the land appearing in the Declaration of Restrictions, for and in its own right for the purposes of protecting the interests of the community in whose favor and for whose benefit the covenants running with the land have been provided. The covenants in favor of the City shall run without regard to whether the City has been remains or is an owner of any land or interest in the Property, and shall be effective as both covenants and equitable servitudes against the Property. The City shall have the right, if any of the covenants set forth in this Agreement which are provided for its benefit are breached, to exercise all rights and remedies available and to maintain any actions or suits at law or in equity or other and proper proceedings to enforce the curing of such breaches to which it may be entitled. No other person or entity shall have any right to enforce the terms of this Agreement under a theory of third-party beneficiary or otherwise. The covenants running with the land and their duration are set forth in the Declaration of Restrictions.

7.3.4.2 The affordable housing provisions of this Section 7.3 are a material condition of the City's sale of the Property to Developer. Should Developer offer the Property as security for mortgages, deeds of trust, sales and lease-backs or any other form of conveyance required for any reasonable method of financing, Developer shall cause the secured party to execute a non-disturbance and attornment agreement as to this Agreement, the Memorandum of Development Covenant attached hereto as Exhibit "G," and the Declaration of Restrictions. Such non-disturbance and attornment agreement shall in a form acceptable to the City.

8. REPRESENTATIONS AND WARRANTIES

8.1 Developer Representations and Warranties.

8.1.1 Representations and Warranties of Developer. Developer represents and warrants that:

A. Developer is a California nonprofit corporation duly formed and existing under the laws of the State of California, in good standing, and authorized to do business in the State of California, County of Kings, and the City of Hanford.

B. Developer has all requisite power and authority to carry out its business as now and hereafter conducted and to enter and perform its obligations under this Agreement.

C. The person or persons signing this Agreement for Developer have been duly authorized to execute and deliver this Agreement and to legally bind Developer to its terms and conditions.

D. Developer's execution and performance of this Agreement does not violate any provision of any other agreement to which Developer is a party.

E. Except as may be specifically set forth in this Agreement, no approvals or consents not heretofore obtained by Developer are necessary to Developer's execution of this Agreement.

F. Developer has or will have sufficient funds available to fund the Project and to pay all costs assumed by Developer hereunder.

G. This Agreement is valid, binding, and enforceable against Developer in accordance with its terms, except as such enforceability may be limited by principals of public policy and subject to the laws of general application relating to bankruptcy, insolvency and the relief of debtors, and rules of law governing specific performance, injunctive relief or other equitable remedies.

H. Developer has made no contract or arrangement of any kind the performance of which by the other party thereto would give rise to a lien on the Property.

8.1.2 Survival of Representations and Warranties. The parties are relying upon the above representations and warranties in entering this Agreement. The foregoing representations are and shall be continuing in nature and shall remain in full force and effect until all obligations under this Agreement are met or this Agreements terminated in a manner provided herein.

9. DEFAULT, REMEDIES AND TERMINATION

9.1 Default. Failure or delay by either party to perform any term of this Agreement shall be a default under this Agreement if not cured within the time set forth herein. Any failure or delay by a party in asserting any right or remedy will not constitute a waiver and will not deprive the party of its right to institute and maintain any action or proceeding necessary to protect or enforce any right or remedy.

9.2 Legal Actions. A party may institute a legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purposes of this Agreement. Such legal action shall be brought in the Kings County Superior Court or the Fresno Division of the Federal District Court for the Eastern District of California.

9.3 Rights and Remedies are Cumulative. Except as may be expressly stated otherwise in this Agreement, the rights and remedies of the parties are cumulative. The exercise by either party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or a different time, of any other rights or remedies for the same default or any other default. In addition to the specific rights and remedies herein, the parties may resort to any other rights or remedies available at law or in equity, including, without limitation, specific performance.

9.4 Notice and Cure Periods. If either party fails to perform under any provision of this Agreement including documents incorporated herein, the non-defaulting party shall serve written notice of the default on the defaulting party, describing the default, and the actions necessary to cure the default. A defaulting party will have thirty (30) days from the date of the notice to cure the breach or failure unless a

different time period is provided in this Agreement in which case the latter shall apply. If the default is not susceptible to cure within the thirty (30) days, the defaulting party shall begin to cure the default within the thirty (30) days and after that diligently prosecute the cure to completion. Failure of the defaulting party to cure within these times shall entitle the non-defaulting party to enforce any right or remedy provided in this Agreement, at law, or in equity. This provision is not intended to modify or extend any other notice or cure period specifically provided for in this Agreement. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

9.5 Right of Re-entry (Power of Termination) and Reverter. The City may reenter and take possession of the Property, or part of it, and all improvements on it, terminate the estate conveyed to Developer by the Grant Deed and revest the estate in the City if, after the Closing, but before recording a Certificate of Completion, any of the following occurs:

9.21.1. Developer does not begin and complete construction of the Project within the time specified in the Performance Schedule or this Agreement unless otherwise extended by the terms herein; or

9.21.2. Developer abandons or substantially suspends construction of the Project for sixty (60) days after the City gives written notice of the abandonment or suspension; or

9.21.3. Developer assigns or transfers, or suffers an involuntary transfer of, any rights or obligations under this Agreement, or in the Property, in violation of the assignment provision of this Agreement, except for permitted Security Financing Interests allowed pursuant to 6.1.1.

The provisions of Section 9.5 shall automatically terminate on the recordation of a Certificate of Completion for the Project (or applicable phase).

10. GENERAL PROVISIONS

10.1 Notice, Demands and Communication. All notices, elections, requests, acceptances, demands, instructions or other communications ("notice" or "notices") to be given to any party under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service if personally served on the party to whom notice is to be given; (ii) within forty-eight (48) hours after mailing, if mailed to the party to whom notice is to be given, by first class mail which is either registered or certified, postage prepaid, return receipt requested; (iii) within twenty-four (24) hours after being deposited with a recognized private courier service (e.g. Federal Express), if delivered by a private courier service to the party to whom notice is to be given, all charges prepaid; or (iv) when sent, if given by electronic format that provides verification of successful transmission. All notices shall be properly addressed to the party receiving notice as follows:

City of Hanford:
Hanford Housing Division
317 N. Douty Street
Hanford, CA 93230

WITH COPIES TO:

City Manager
319 N. Douty Street
Hanford CA 93230

City Attorney
111 E. 7th Street
Hanford CA 93230

DEVELOPER:
Self Help Enterprises
Attention: Director of Real Estate Development
P.O. Box 6520
Visalia, CA 93290

A party may change its address by notice given according to this subsection.

10.2 Conflict of Interests. No member, official, officer or employee of the Developer or the City shall have any direct or indirect interest in this Agreement, or shall participate in any decision relating to this Agreement where such interest or participation is prohibited by law. No officer, employee, or agent of the City who exercises any function or responsibility concerning the planning and carrying out of the Project, or any other person who exercises any function or responsibility concerning any aspect of this Agreement or the Project, shall have any personal financial interest, direct or indirect, in this Agreement or the Project.

10.2.1 Developer represents and warrants that it has not paid or given, and will not pay or give, to any third party any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, consultants, engineers and attorneys.

10.2.2 No contractor, subcontractor, mechanic, material man, laborer, vendor or other person hired or retained by Developer shall be, nor shall any of them be deemed to be, third-party beneficiaries of this Agreement, rather each such person shall be deemed to have agreed (a) that they shall look to Developer as their sole source of recovery if not paid; and (b) except as otherwise agreed to by the City and any such person in writing, they may not enter any claim or bring any such action against the City under any circumstances. Except as provided by law, or as otherwise agreed to in writing between the City and any such person, each such person shall be deemed to have waived in writing all right to seek redress from the City under any circumstances whatsoever.

10.3 Nonliability of Officials, Employees and Agents. No member, official, officer, employee or agent of the City shall be personally liable to the Developer, or any successor in interest, for any default or breach by the City.

10.4 Counterparts. This Agreement may be executed in counterparts, and together each executed counterpart shall constitute one Agreement.

10.5 Waiver. A party's waiver of the other's breach of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this Agreement. No provision of this Agreement may be waived except in a writing signed by all the parties. Waiver of any one provision shall not be deemed to be a waiver of any other provision herein.

10.6 Attorneys' Fees. If a party initiates or defends litigation or any legal proceeding regarding the enforcement of this Agreement, the prevailing party in such litigation or proceeding, in addition to any other relief that may be granted, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal. A party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating the action, retaining expert witnesses, taking depositions and discovery, and all other necessary costs incurred with respect to the action. All such fees shall be deemed to have accrued on commencement of the action and shall be enforceable whether or not such action is prosecuted to judgment.

10.7 Governing Law. This Agreement shall be interpreted and enforced, and the rights and duties of the parties under this Agreement (both procedural and substantive) shall be determined according to California law.

10.8 Further Assurances. Each party will take any further acts and will sign and deliver any further instruments required to carry out the intent and purposes of this Agreement.

10.9 Entire Understanding of the Parties. The exhibits referenced as attached are by such references incorporated into this Agreement. This Agreement, including exhibits and other documents referenced herein, are the entire understanding and agreement of the parties. All prior discussions, understandings, and written agreements are superseded by this Agreement. This Agreement shall not be modified except by written instrument duly approved as required by law and executed by authorized representatives of the parties. Should the terms of any exhibit conflict with the body of this Agreement, the body of this Agreement shall govern.

10.10 Consent, Reasonableness. Unless this Agreement specifically authorizes a party to withhold its approval, consent or satisfaction in its sole discretion, any consent, or approval, or satisfaction to be requested or required of a party, shall not be unreasonably withheld, conditioned or delayed.

10.11 Recordation. The parties hereto agree to record a memorandum of this Agreement, fully executed, in the real property records of the county in which the Property is located, in the form as shown on Exhibit "G" hereto.

10.12 Partial Invalidity. If any part of this Agreement is held to be invalid, void or unenforceable in any legal, equitable or arbitration proceeding, the remainder of the Agreement shall continue in effect, unless not giving effect to the invalid or unenforceable part would prevent effecting the purposes of the Project and this Agreement.

10.13 Ambiguity. This Agreement is the result of the combined efforts of the parties. Should any provision of this Agreement be found ambiguous, the ambiguity shall not be resolved by construing this Agreement in favor of or against any party, but by construing the terms according to their generally accepted meaning, considering the objective of the Agreement.

10.14 Number and Gender. Masculine, feminine or neuter gender terms and singular or plural numbers will include others when the context so indicates.

10.15 Headings. All headings are for convenience only, are not a part of this Agreement, and are not to be used in construing this Agreement.

10.16 Binding Upon Successors. This Agreement shall bind and inure to the benefit of the successors in interest, personal representatives, and assigns of each party, subject to the limitation on transfer and assignment contained in this Agreement. Any reference in this Agreement to a specifically named party shall be deemed to apply to any successor, heir, administrator, executor, representative, or assign of the party who has acquired an interest in compliance with the terms of this Agreement, or under law.

10.17 Relationship of the Parties. Nothing in this Agreement, the Grant Deed, or any other document executed in connection with this Agreement shall be construed as creating a partnership, joint venture, agency, employment relationship, or similar relationship between the City and the Developer or any of the Developer's contractors, subcontractors, employees, agents, representatives, transferees, successors-in-interest or assigns. Nothing in this Agreement establishes a principal and agent relationship between the parties.

10.18 Nature of the Project. The Project is a private undertaking of the Developer. After the City conveys title or possession of the property to Developer, the Developer shall have exclusive control over the Property, subject to the terms of this Agreement and all applicable Federal, State and local laws, ordinances, codes, regulations, standards and policies.

10.19 Time of Essence. Time is of the essence of each term, condition, and covenant contained in this Agreement.

10.20 Survival of Provisions. Those provisions expressly surviving expiration or earlier termination, including each indemnification provision, shall survive the Closing and expiration or earlier termination of this Agreement, and shall not merge with the Grant Deed or other document evidencing any interest in real property.

SIGNATURES APPEAR ON NEXT PAGE

IN WITNESS WHEREOF, the City and Developer have executed this Agreement on the dates set forth below.

DEVELOPER:
SELF HELP ENTERPRISES
A California Non-Profit Corporation

By_____
Thomas J. Collishaw, President/CEO

Dated:

By_____
Elizabeth M. Garcia, Asst. Secretary

Dated: 11/8/21

CITY:
CITY OF HANFORD ,
A Municipal Corporation

By_____
Francisco Ramirez, Mayor

Dated:

The above persons to execute this agreement before a Notary Public and attach the notary acknowledgments.

ATTEST:

City Clerk

By_____

APPROVED AS TO FORM:

City Attorney

By_____

Attachments:

	Exhibit A	Legal Description
	Exhibit B	Scope of Development and Basic Design
	Exhibit C	Performance Schedule
	Exhibit D	Project Budget
	Exhibit E	Certificate of Completion
	Exhibit F	Declaration of Restrictions
	Exhibit G	Memorandum of Development Covenant

EXHIBIT A

LEGAL DESCRIPTION

The following described real property in the City of Hanford, Kings County, State of California:

> Lots 1, 2 and 3, as shown on that certain map entitled "County Tract No. 876 – Greenbrier Garden", which map was filed in the office of the County Recorder of the County of Kings, State of California on May 16, 2014, in Book 24 of Tract Maps at Page 88.

(APNs 011-490-001, 011-490-002, and 011-490-003.).

EXHIBIT B

Scope of Development
And Basic Design

Self-Help Enterprises proposes to construct three (3) new approximately one thousand, five hundred (1,500) square foot single family homes consisting of four (4) bedrooms, two (2) bathrooms and a two-car garage (the "Project") to be marketed and sold to households earning not greater than eighty percent (80%) of the most recent annual median income ("AMI") calculated and published by HUD for the Hanford Metropolitan Statistical Area applicable to such household's size.

EXHIBIT C

Estimated Performance Schedule

Idlewood Housing Project - Self-Help Enterprises			
Task	**Start Date**	**Completion Date**	**Duration [days]**
Develop Contract with the City of Hanford	6/15/2021	12/1/2021	169
Site Engineering/Infrastructure Design	N/A	N/A	
Develop Elevations/Site Plans for City Review	12/1/2021	7/1/2022	212
Final Construction Documents/Plan Check	7/1/2022	12/1/2022	153
Open Pre-Sales	12/1/2022	10/1/2023	304
General Contractor Selection	9/1/2022	12/1/2022	91
Execute Construction Contract	12/1/2022	12/31/2022	30
Commence Construction	2/1/2023	2/1/2024	365
Final Sale	10/1/2023	6/1/2024	244

EXHIBIT D
[Sources & Uses]

Idlewood Housing Project Estimated Sources and Uses Of Funds

SOURCE(S)	Budget With Concessions
FHA Loan	$ 180,000
Secondary Financing (PLHA)	$ 60,000
Secondary Financing (TBD)	$ 30,000
Total	$ 270,000

USES (S)	AMOUNT
Land	$ 7,500
Site/Off-Site Improvements (Street, etc)	$ -
Title, Escrow and Resell	$ 10,000
House Plans/Architecture	$ 5,000
Construction Costs	$ 192,256
Permits	$ 15,000
Utilities	$ 6,484
Contractor OH&P	$ 12,000
Contingency	$ 11,260
Construction Management	$ 10,000
Insurance During Construction	$ 500
Total	$270,000

EXHIBIT E

Certificate of Completion

RECORDED AT THE REQUEST OF:

City of Hanford
Attention: City Manager
319 N. Douty Street
Hanford, CA 93230

WHEN RECORDED RETURN TO:

City of Hanford
317 N. Douty Street
Hanford, CA 93230
Attn:

No Fee-Govt. Code Sections 6103-27383
APNs:[_011-490-001, 011-490-002, and 011-490-003]

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

This **Release of Construction Covenants and Certificate of Completion** is recorded at the request and for the benefit of the City of Hanford.

A. As agreed in a Development Covenant including covenants, conditions and restrictions, ("COVENANT") dated [___, 20_20_] entered by the CITY OF HANFORD, a municipal corporation ("City"), and SELF-HELP ENTERPRISES ("DEVELOPER"), The City conveyed certain real property to DEVELOPER under a Grant Deed, dated [_____], recorded in the Official Records of Kings County on [ ] as Document No. [ ] (the "DEED"), and the DEVELOPER agreed to complete/cause the completion of the of construction of certain improvements described therein (the "Project") upon the premises described therein as the "Property" according to the terms and conditions of the COVENANT and the documents and instruments referenced therein, incorporated herein.

A Memorandum of the COVENANT was recorded on [_____ 20__] as Instrument No. [_____] in the Official Records of Kings County, California.

Under the terms of the COVENANT, after DEVELOPER completes/causes completion of construction of the Project on the Property, DEVELOPER may ask the City to record an instrument certifying that DEVELOPER has completed the required improvements for

such development in the form of a Release of Construction Covenants and Certificate of Completion.

DEVELOPER has asked the City to furnish DEVELOPER with a recordable Release of Construction Covenants and Certificate of Completion for the development.

The City's issuance of this Release of Construction Covenants and Certificate of Completion is conclusive evidence that DEVELOPER has completed the construction and development of the Property for purposes of releasing DEVELOPER from the construction/improvement covenants in the Covenant.

NOW THEREFORE:

1. As provided in Section 3.4 of the COVENANT, THE CITY does hereby certify that construction of all of the improvements required by the COVENANT have been satisfactorily completed.

2. This Release of Construction Covenants and Certificate of Completion shall not be deemed or construed to constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the construction of the improvements on the Property. This Release of Construction Covenants and Certificate of Completion, is not a notice of completion as referred to in Section 3093 of the California Civil Code.

3. This Release of Construction Covenants and Certificate of Completion does not terminate, amend, or affect: (i) the affordable housing covenants described in Section 7.3 (and subsections thereof) of the COVENANT; or (ii) the Declaration of Restrictions recorded on [_____ 20__] as Instrument No. [_____] in the Official Records of Kings County, California.

IN WITNESS WHEREOF, THE CITY has executed this Release of Construction Covenants and Certificate of Completion as of this 16 day of [November, 2021]

CITY OF HANFORD,
A municipal corporation

By: _____
Its: Mayor

Owner hereby consents to recording this Certificate of Completion against the Property described herein.

Dated: November 15, 2021

Self-Help Enterprises

By: _____
Name: Thomas J. Collishaw
Title: President/CEO

Self-Help Enterprises

By: Elizabeth M. Garcia
Name: Elizabeth M. Garcia
Title: Asst. Secretary

THE ABOVE PARTIES ARE TO SIGN THIS INSTRUMENT BEFORE A NOTARY PUBLIC.

ATTEST:
CITY CLERK

By: _____

Dated: 11/15/2021

APPROVED AS TO FORM:
CITY ATTORNEY

By: _____

Dated: 11/14/2021

EXHIBIT F

Affordability Restrictions

FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY OF HANFORD
319 N. Douty Street
Hanford, CA 93230

(Space Above This Line for Recorder's Office

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS, ("Declaration"), is executed as of this _____, 2021 by Self-Help Enterprises, a California non-profit corporation ("Declarant") in favor of the City of Hanford, a public body corporate and politic, ("Agency").

WHEREAS, Declarant is the owner of real estate in the City of Hanford, County of Kings, State of California located at: , which is more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, Declarant acquired the Property from Agency for the purpose of constructing affordable housing; and

WHEREAS, as a condition of Agency's sale of the Property to Declarant, Declarant agreed that the Property will be subject to the restrictions contained herein; and

WHEREAS, these restrictions are intended to bind all purchasers of the homes constructed on the Property and their successors pursuant the terms contained herein.

NOW THEREFORE, in consideration of the economic benefits inuring to the Declarant and the public purposes to be achieved through the creation of affordable housing, Declarant declares that the Property is held and will be held, transferred, encumbered, used, sold, conveyed and occupied subject to the covenants, restrictions, and limitations set forth in this Declaration, all of which are declared and agreed to be in furtherance of the plan for development and sale of the Property. All of the restrictions, covenants and limitations will run with the land and will be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, will inure to the benefit of the Agency and will be enforceable by the Agency. Any purchaser under a contract of sale covering any right, title or interest in any part of the Property, by accepting a deed or a contract of sale or agreement of purchase, accepts the document subject to, and agrees to be bound by, any and all restrictions, covenant, and limitations set forth in this Declaration for the period of forty-five (45) years commencing on date first shown above ("Affordability Period").

1. Declarations. Declarant hereby declares that the Property is and shall be subject to the covenants and restrictions hereinafter set forth, all of which are declared to be in furtherance of affordable housing purposes and use and are established and agreed upon for the purpose of enhancing and protecting the value of the Property and in consideration for the economic benefits inuring to Declarant.

2. Restrictions. The following covenants and restrictions ("Covenants and Restrictions") on the use and enjoyment of the Property shall be in addition to any other covenants and restrictions affecting the Property, and all such covenants and restrictions are for the benefit and protection of Agency, and shall run with the Property and be binding on any future owners of the Property and inure to the benefit of and be enforceable by the Agency. These covenants and restrictions are as follows:

a. Declarant covenants and agrees that from the completion date of construction until the expiration of the Affordability Period it shall cause the Property to be used for Affordable Housing. Unless otherwise provided in the Agreement, the term Affordable Housing shall include without limitation compliance with the following requirements:

b. Nondiscrimination. There shall be no discrimination against nor segregation of any person of group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, or handicap in the sale, transfer, use, occupancy, tenure, or enjoyment of any of the Property, nor shall Declarant or any person claiming under the Declarant, establish or permit any practice of discrimination or segregation with reference to the selection, location, number, use or occupancy of owners or vendees of the Property.

c. Principal Residence. The Property shall be sold or otherwise transferred only to natural persons, who shall occupy the Property as the transferee's principal residence. The foregoing requirement that the purchaser of each home constituting the Property occupy the home as the purchaser's principal residence does not apply to: (i) Declarant; (ii) persons, other than natural persons, who acquire the Property or portion thereof by foreclosure or deed in lieu of foreclosure; or (iii) qualified entities that acquire the Property or portion thereof, with the consent of Agency.

d. Homeowner Income and Affordability Requirements.

(1) During the Affordability Period, each residence located on the Property may be conveyed to and occupied only by natural person(s) whose annual household income at the time is not greater than eighty percent (80%) of the most recent annual median income calculated and published by HUD for the Hanford Metropolitan Statistical Area applicable to such household's size ("Low Income Households"), and at an affordable price which allows monthly housing payments (principal, interest, taxes and insurance) of not more than thirty percent (30%) of the household's gross income ("Affordability Restrictions"). Except as otherwise provided herein, any transfer of a residence in violation of the Affordability Restrictions shall be void

(2) At least fifteen (15) days prior to the sale of a residence located on the Property, the seller shall submit to Agency documents and information confirming that the proposed sale and the purchaser conform to the Affordability Restrictions. Such material will include, without limitation, the following:

- Name, age, and contact information for the purchaser(s).
- Name and age of other household members who will occupy the residence and description of each member's relationship to the purchaser(s).

- Annual gross income and the source(s) of income for each member of the household.

- Description and value of the household's liquid assets, including, without limitation, checking accounts, savings accounts, investment accounts, interest income, dividends, and rental income.

- Copies of most recent three years of federal income tax returns and W-2s for each adult member of the household.

- Copies of check stubs for the past two months for adult members of the household.

- Statements for savings, checking, and investments accounts for the most recent six months.

- Proof of other types of recurring income (e.g., child and/or spousal support payments, VA benefits, and SSA benefits).

(3) If, during the term of this Declaration of Restrictions, an owner desires to sell his/her residence on terms that would violate the Affordability Restrictions, the seller may terminate this Declaration of Restrictions as to the owner's home by paying an equity share amount to Agency equal to twenty percent (20%) of the net sales price on the date title to the residence is transferred or the date of close of escrow for the transfer, whichever is earlier. The net sales price shall be calculated based on the gross sales price at the time of the transfer, less existing mortgages, financing instruments from unrelated parties, the value of deferred secondary loans, the reasonable costs of sale, the reasonable costs of improvements made by the owner, and other amounts that the owner is allowed to recover pursuant to 24 CFR § 203.41(d)(1).

Upon payment of the equity share to Agency, this Declaration of Restrictions shall cease to apply to the residence for which the equity share was paid; provided however, this Declaration of Restrictions shall continue in effect with respect to the remainder of the Property.

3. Enforcement of Restriction. Without waiver or limitation, in the event Declarant or any of its successors breaches this Declaration and such default is not cured within thirty (30) days after the date of written notice from Agency, the remedies of Agency shall include, but are not limited to, any of the following:

a. Applying to any court for specific performance of any of the obligations herein set forth;

b. Suit against the defaulting party for damages;

c. If a residence is occupied by a household in violation of this Declaration of Restrictions, Agency reserves the right to refuse and may terminate City-provided utility services to such residence and may declare the residence a public nuisance under Title 17 of the Hanford Municipal

Code until such time as the breach is eliminated; and/or

d. Such other relief as may be appropriate.

4. Exceptions. The following transfers of title to any lot comprising the Property or any interest therein are not subject to the Affordability Restriction:

a. Transfer by gift, devise or inheritance to the spouse, issue or adopted child of the owner of the Property;

b. Transfer resulting from the death of an owner when the transfer is to a co-owner or joint tenant;

c. Transfer by an owner to any person who becomes a co-owner of the Property provided the transferor retains at least a thirty-three percent (33%) interest in the residence and the co-owner is income eligible in accordance with this Declaration and acknowledges in writing that he/she/they are subject to this Declaration;

d. Transfer of title to a spouse resulting from divorce, decree of dissolution or legal separation or from a property settlement agreement incidental to such a decree in which one of the owners becomes the sole owner; or acquisition of title to the Property or interest therein in conjunction with marriage; a transfer between co-owners or a transfer by an owner into an inter vivos trust in which the owner is a beneficiary and the owner continues to occupy the residence.

Notwithstanding the foregoing exceptions, a residence transferred in accordance with this Section 4, including all interests held therein, will remain subject to this Declaration of Restrictions for the duration of the Affordability Period and future sales will be subject to the Covenants and Restrictions identified above.

5. Acceptance and Ratification. All present and future owners of the Property and other persons claiming by, through, or under them shall be subject to and shall comply with the Covenant and Restrictions. The acceptance of a deed of conveyance to the Property shall constitute an agreement that the Covenants and Restrictions, as may be amended or supplemented from time to time, are accepted and ratified by such future owner, tenant or occupant, and such Covenants and Restrictions shall be covenants running with the land and shall bind any person having, at any time, any interest or estate in the Property, all as though such Covenants and Restrictions were recited and stipulated at length in each and every deed, conveyance, mortgage, or lease thereof.

7. Benefit and Subordination.

a. This Declaration shall run with and bind the Property for a term commencing on the date this Declaration is recorded in the Office of the Recorder of the County of Kings, State of California, and expiring upon the expiration of the Affordability Period. The failure or delay at any time of Agency or any other person entitled to enforce this Declaration shall in no event be deemed a waiver of the same, or of the right to enforce the same at any time or from time to time thereafter, or an estoppel against the enforcement thereof.

b. Upon an owner's request, Agency may subordinate this Declaration to a Deed of Trust or

other instrument securing any debt insured by the Federal Housing Administration. Agency shall not unreasonably withhold its consent to a request for subordination.

8. Costs and Attorneys' Fees. In any proceeding arising because of failure of Declarant or any future owner of the Property to comply with the Covenants and Restrictions, as may be amended from time to time, Agency shall be entitled to recover its costs and reasonable attorneys' fees incurred in connection with such default or failure.

9. Waiver. Neither Declarant nor any future owner of the Property may exempt itself from liability for failure to comply with the Covenants and Restrictions required in the Declaration.

10. Severability. The invalidity of the Covenants and Restrictions or any other covenant, restriction, condition, limitation, or other provision of this Declaration shall not impair or affect in any manner the validity, enforceability, or effect of the rest of this Declaration and each shall be enforceable to the greatest extent permitted by law.

11. Pronouns. Any reference to the masculine, feminine, or neuter gender herein shall, unless the context clearly requires the contrary, be deemed to refer to and include all genders. Words in the singular shall include and refer to the plural, and vice versa, as appropriate.

12. Interpretation. The captions and titles of the various articles, sections, subsections, paragraphs, and subparagraphs of this Declaration are inserted herein for ease and convenience of reference only and shall not be used as an aid in interpreting or construing this Declaration or any provision hereof.

13. Amendment. No amendment or modification of this Declaration shall be permitted without the prior written consent of Agency.

14. Recordation. Declarant acknowledges that this Declaration will be filed of record in the Office of the Recorder of the County of Kings, State of California.

15. Capitalized Terms. All capitalized terms used in this Declaration, unless otherwise defined herein, shall have the meanings assigned to such terms in that certain Agreement by and between Declarant and Agency, of even date.

16. Heading. The headings of the articles, sections, and paragraphs used in this Agreement are for convenience only and shall not be read or construed to affect the meaning or construction of any provision.

17. Conflict. Should the terms of this Declaration of Restrictions conflict with the Development Covenant executed by Declarant and Agency or any other document executed by the parties, the provisions of this Declaration of Restrictions shall control.

18. Notices. All notices, elections, requests, acceptances, demands, instructions or other communications ("notice" or "notices") to be given to any party under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service if personally served on the party to whom notice is to be given; (ii) within forty-eight (48) hours after mailing, if mailed to the party to whom notice is to be given, by first class mail which is either registered or certified, postage prepaid, return receipt requested; (iii) within twenty-four (24) hours after being deposited with a recognized private courier service (e.g. Federal Express), if delivered by a private courier service to the party to whom notice is to be given, all charges prepaid; or (iv) when sent, if given

by electronic format that provides verification of successful transmission. All notices shall be properly addressed to the party receiving notice as follows:

To AGENCY:

City of Hanford
Hanford Housing Division
317 N. Douty Street
Hanford, CA 93230

WITH COPIES TO:

City Manager
319 N. Douty Street
Hanford CA 93230

City Attorney
111 E. 7th Street
Hanford CA 93230

To DEVELOPER:
Self Help Enterprises
Attention: Director of Real Estate Development
P.O. Box 6520
Visalia, CA 93290

IN WITNESS WHEREOF, Declarant and Agency have executed this Declaration of Restrictions on the date first written above.

DECLARANT:
SELF HELP ENTERPRISES
A California Non-Profit Corporation

By_____
Thomas J. Collishaw, President/CEO

Dated:

By_____
Elizabeth M. Garcia, Asst. Secretary

AGENCY:
CITY OF HANFORD,
A Municipal Corporation

By_____
Francisco Ramirez, Mayor

ACKNOWLEDGMENT

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 Tulare)

On November 8, 2021 before me, Valerie Pedro, Notary Public
(insert name and title of the officer)

personally appeared Thomas J. Collishaw and Elizabeth M. Garcia
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.

VALERIE PEDRO
Notary Public · California
Tulare County
Commission # 2315118
My Comm. Expires Dec 10, 2023

Signature Valerie Pedro (Seal)

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)
) SS
COUNTY OF KINGS)

On NOV. 15, 2021, before me, DIANA BLACK, Notary Public, personally appeared FRANCISCO RAMIREZ, JR, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the persons, or the entity upon behalf of which the person 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.

(SEAL)

Diana Black
NOTARY PUBLIC

DIANA BLACK
Notary Public - California
Kings County
Commission # 2320540
My Comm. Expires Mar 4, 2024

EXHIBIT G

MEMORANDUM OF DEVELOPMENT COVENANT

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO: City of Hanford 319 N. Douty Street Hanford, CA 93230	

(space ABOVE LINE reserved for RECORDER's USE ONLY)

MEMORANDUM OF DEVELOPMENT COVENANT

This Memorandum of Development Covenant ("**Memorandum**") is made as of month __, year , by and between City of Hanford, a municipal corporation, ("**City**"), and Self-Help Enterprises, a California non-profit corporation ("**Developer**").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. THE CITY and Developer have entered into that certain Development Covenant dated as of even date herewith (the "**Covenant**"), pursuant to which, *inter alia*, Developer has agreed to complete certain development obligations, as more particularly described in the Covenant.

2. The sole purpose of this Memorandum is to give notice of the Covenant in the public records. This Memorandum does not provide a complete summary of the Covenant and in no way modifies the provisions of the Covenant, all of which provisions are specifically made a part hereof as fully and completely as if set out in full herein.

3. This Memorandum shall be binding upon, and shall inure to the benefit of, the parties hereto, and their respective legal representatives, successors and assigns.

4. This Memorandum shall be recorded in the real property records of the County of Kings, California.

5. This Memorandum may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

6. This Memorandum shall terminate upon Completion of Construction in accordance with the provisions of Section 3.4 of the Covenant and the sale of the completed Project to households earning not greater than eighty percent (80%) AMI in accordance with the provisions of Section 4.1 of the Covenant.

IN WITNESS WHEREOF, the parties have executed this Memorandum on the day and year first above written.

CITY:

CITY OF HANFORD, a municipal corporation,

By: _____

Name: Francisco Ramirez

Its: Mayor

DEVELOPER:

SELF HELP ENTERPRISES, a California non-profit corporation

By: _____

Thomas J. Collishaw, President/CEO

Dated: 11/8/21

By: _____

Elizabeth M. García, Asst. Secretary

Dated: 11/8/21

ACKNOWLEDGMENT

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 Tulare)

On November 8, 2021 before me, Valerie Pedro, Notary Public
(insert name and title of the officer)

personally appeared Thomas J. Collishaw and Elizabeth M. Garcia,
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.

VALERIE PEDRO
Notary Public - California
Tulare County
Commission # 2315118
My Comm. Expires Dec 10, 2023

Signature Valerie Pedro (Seal)

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)
)ss
COUNTY OF KINGS)

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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.

(SEAL)

Diana Black
Notary Public

DIANA BLACK
Notary Public - California
Kings County
Commission # 2320540
My Comm. Expires Mar 4, 2024

Notice of Exemption 2024-xx

To: ☐ Office of Planning and Research
P.O. Box 3044, Room 212
Sacramento, CA 95812-3044

☒ County Clerk
County of Kings
Kings County Government Center
Hanford, CA 93230

From: City of Hanford
317 North Douty Street
Hanford, CA 93230

Project Title: Tentative Parcel Map No. 0004-24

Project Location – The property is located north and west of Parkside Drive, south of Woodland Drive (APN 011-100-065 and -011-100-066).

Project Location – City: Hanford **Project Location – County:** Kings County

Description of Nature, Purpose and Beneficiaries of Project: Tentative Parcel Map No. 0004-24, a request to subdivide two parcels, totaling 38,332 sq. ft. (0.88 acres) into three parcels, Parcel A: 5,789 sq. ft., Parcel B – 9,103 sq. ft., and Parcel C – 11,954 sq. ft., in the R-L-5 Low-Density Residential zone district and utilize Section 17.50.210 to apply concessions to an affordable housing development.

Name of Public Agency Approving Project: City of Hanford, Planning Division

Name of Person or Agency Carrying Out Project: Self-Help Enterprises

Exempt Status: **(check one)**

- ☐ Ministerial (Sec. 21080(b)(1); 152698);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269 (a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption: State type and section number: 15332 In-fill development
- ☐ Statutory Exemption. State code number:

Reasons why project is exempt:

(a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations
(b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
(c) The project site has no value as habitat for endangered, rare or threatened species.
(d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
(e) The site can be adequately served by all required utilities and public services.

Lead Agency
Contact Person: Gabrielle Myers Area Code/ Telephone: (559) 585-2578

Signature: _____ Date: May 14,2024 Title: Senior Planner

☒ Signed by Lead Agency Date received for filing at OPR: _____
☐ Signed by Applicant