

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Fernside Boulevard,
Alameda, CA 94501

QUITCLAIM DEED

The undersigned Grantor declares:

Jennifer Ott, City Manager

County transfer tax is \$.

City transfer tax is \$.

- (X) computed on full value of property conveyed, or
- () computed on full value less value of liens and encumbrances remaining at time of sale.
- () Unincorporated area; or (X) City of Alameda

This QUITCLAIM DEED (hereinafter the **“Deed”**) is for Lot **XX** of Tract **#XX** which is on the Alameda side of the Oakland Inner Harbor Tidal Canal in the City of Alameda, Alameda County, California and is made and entered into, pursuant to City of Alameda Ordinance No. **XX** adopted _____, by and between the CITY OF ALAMEDA, a charter city and municipal corporation (hereinafter the **“Grantor”** or the **“City”**) and **_____ FAMILY TRUST with XX** as trustee (hereinafter the **“Grantee”**) (each a **“Party”** and collectively the **“Parties”**). The Deed is entered into in furtherance of the Tidal Canal Lot Purchase and Sale Agreement between the Grantor and Grantee dated December 20, 2016 (the **“PSA”**), which is incorporated herein by reference and specifies terms and conditions for the conveyance and acceptance of Lot 95.

WITNESSETH THAT the Grantor, for and in consideration of the applicable promises of the Grantee set forth in the PSA, does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM unto the Grantee, its successors and assigns, all rights, title, and interest of the Grantor in and to that certain **Lot XX**, subject to the PSA, described in Exhibit “A” attached hereto and made a part hereof, as more particularly depicted by the Final Map recorded in Book _____ at Page _____ in the official records of the County of Alameda (the **“Property.”**)

SUBJECT TO all valid and existing reservations, covenants, conditions, restrictions, improvements and easements, including, but not limited to: pipelines, and public utilities, if any, whether of public record or not;

TO HAVE AND TO HOLD the Property granted herein to the Grantee, its successors and assigns, together with all and singular the appurtenances, rights, powers, and privileges thereunto belonging or in anywise appertaining, and all the estate, rights, title, interest, or claim whatsoever of the Grantor, either in law or in equity, and subject to the reservations, covenants, conditions, and restrictions set forth in the Deed.

AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the Parties hereto that the Grantee, by its acceptance of the Deed, and as part of its consideration for the conveyance made herein, covenants and promises for itself, its successors and assigns, forever, that the Deed is made and accepted upon each of the reservations, covenants, conditions and restrictions in that certain Quitclaim Deed entered into between the United States of America and the City of Alameda dated January _____, 2017 (“**Army Corps Deed**”), recorded in the Official Records of the County of Alameda, which covenants, conditions and restrictions are incorporated herein by reference as if set forth verbatim, all of which shall be binding upon and enforceable against the Grantee, its successors and assigns, in perpetuity, by the Grantor and other interested parties, as may be allowed by law; that the reservations, covenants, conditions, and restrictions set forth herein are a binding servitude on the Property and shall be deemed to run with the land; and that the failure to include the reservations, covenants, conditions, and restrictions in subsequent conveyances of the Property or portions thereof will not abrogate the status of these reservations, covenants, conditions, and restrictions as binding upon the Grantor and Grantee, their successors and assigns.

AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the Parties hereto that the Grantee, by its acceptance of the Deed, and as part of its consideration for the conveyance made herein, covenants and promises for itself, its successors and assigns, forever, that the Deed is made and accepted upon each of the reservations, covenants, conditions and restrictions in the PSA and in that certain Declaration of Covenants, Conditions, and Restrictions by the City of Alameda, recorded concurrently herewith in the official records of the County of Alameda (“**City’s CC&Rs**”), recorded concurrently herewith in the official records of the County of Alameda, all of which shall be binding upon and enforceable against the Grantee, its successors and assigns, in perpetuity, by the Grantor and other interested parties, as may be allowed by law; that the reservations, covenants, conditions, and restrictions set forth herein are a binding servitude on the Property and shall be deemed to run with the land; and that the failure to include the reservations, covenants, conditions, and restrictions in subsequent conveyances of the Property or portions thereof will not abrogate the status of these reservations, covenants, conditions, and restrictions as binding upon the Grantor and Grantee, their successors and assigns.

1. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust, or other financing or security instrument. However, any successor of Grantee to the Property shall be bound by such remaining covenants, conditions,

restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale, or otherwise.

2. The covenants contained in this Deed shall be, without regard to technical classification or designation, legal or otherwise specifically provided in this Deed, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, (and/or the United States of America as to the covenants in the Army Corps Deed), Grantor's successor and assigns, and any successor in interest to the Property or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors, and such aforementioned parties.

3. Only the Grantor, its successors and assigns shall have the right to consent and agree to changes or to eliminate in whole or in part any of the covenants, conditions or restrictions contained in this Deed or to subject the Property to additional covenants, easements, or other restrictions.

4. In the event there is a conflict between the provisions of this Deed and the PSA, it is the intent of the parties hereto and their successors in interest that the Deed shall control.

5. This Deed may be executed and recorded in two or more counterparts, each of which shall be considered for all purposes a fully binding agreement between the parties.

-----NO CONDITIONS FOLLOW-----

[Signatures on next page.]

IN WITNESS WHEREOF, the Parties hereto have executed this Quitclaim Deed on this _____ day of February 2017.

GRANTOR:

City of Alameda,
a charter city and municipal corporation

By: _____
Jennifer Ott
City Manager

Date: _____

Approved as to Form

By: _____
Michael Roush
Special Counsel

Authorized by City Council Ordinance No.

[Signatures of Principals Must Be Notarized]

[Additional Signatures on Next Page]

By acceptance of this Quitclaim Deed, the herein named Grantee hereby agrees that Grantee, and his or her successors and assigns, is and will be bound by each and every covenant, condition and restriction contained in that certain Declaration of Covenants, Conditions and Restrictions of the City of Alameda, recorded concurrently herewith in the official records of the County of Alameda.

GRANTEE:

The XX Family Trust

By: _____

Name: _____, trustee

Date: _____

[Signatures of Principals Must Be Notarized]

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 ALAMEDA

On _____, 2024 before me, Rina M. Winston, Notary personally appeared Jill Keimach, City Manager for the City of Alameda 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, 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.

Rina M. Winston
Notary Public in and for said County and State

(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

COUNTY OF _____

On _____, _____ before me, _____
(here insert name and title of the officer)

personally appeared _____

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

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

WITNESS my hand and official seal.

Name (typed or printed), Notary Public in

and for said County and State

(Seal)

EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Alameda, City of Alameda and is described as follows:

[Insert Legal Description]

APN: NONE.