

FIRST AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this 1st day of September, 2016, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "**City**"), and Chicago Title Company, a California corporation, whose address is 675 N. First Street, Suite 900, San Jose, CA 95112, (hereinafter referred to as "**Chicago Title**" or "**Provider**"), in reference to the following:

RECITALS:

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The U.S. Army Corps of Engineers ("**Army Corps**") has offered to transfer fee title of the Alameda side of the Oakland Inner Harbor Tidal Canal ("**Tidal Canal**") to the City.
- C. The City desires to accept the offer of transfer under certain terms and conditions and immediately transfer its interest in the Tidal Canal to an identified set of potential purchasers who are the residential and commercial owners of adjacent properties.
- D. In order to facilitate the immediate subsequent transfers, the City proposes to subdivide (prior to the close of escrow and on behalf of the Army Corps), the Tidal Canal into approximately 108 separate parcels. The City will then accept the transfer of the 108 parcels from the Army Corps and immediately transfer most, if not all of them, to the potential purchasers.
- E. The City is in need of a title company to provide title and escrow services in connection with the acquisition and disposal of the Tidal Canal as briefly described above (the "**Project**").
- F. After an informal solicitation process, the City selected Chicago Title to provide title and escrow services. Chicago Title possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- G. On October 1, 2015 a contract was entered into by and between the City and Provider (hereinafter "**Agreement**") in an amount not to exceed \$60,000.
- H. City and Chicago Title desire to enter into an agreement for title and escrow services in connection with the Project.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. Paragraph 1 of the Agreement is modified to read as follows:

The term of this Amendment shall commence on the 1st day of October 2015, and shall terminate on the 28th day of February 2017, unless terminated earlier as set forth herein.

2. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

Signatures on following page

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

CHICAGO TITLE COMPANY
A California Corporation




Scott F. Schilling
Senior Vice President -
Director of Builder Services and
Special Projects Unit

CITY OF ALAMEDA
A Municipal Corporation

Jill Keimach
City Manager

APPROVED AS TO FORM:
City Attorney



Andrico Q. Penick 12/19/16
Assistant City Attorney



CHICAGO TITLE COMPANY

675 N. First St., Suite 900, San Jose, CA 95112 • Tel (408) 209-8086 • scott.schilling@ctt.com; elise.bassett@fnf.com

Alameda Inner Harbor Tidal Canal Proposal

Revised August 10, 2015

Via Email

City of Alameda

In Care of: Andrico Q. Penick

Assistant City Attorney

(510) 747-4763 (direct)

APenick@AlamedaCityAttorney.org

RE: Alameda Side of the Oakland Inner Harbor Tidal Canal Title Work

Dear Andrico:

We are pleased to provide the following quote for title and underwriting services to assist in the transfer of the fee simple interests in several soon to be mapped parcels along the Alameda shoreline of the Oakland Inner Harbor Tidal Canal ("Tidal Canal"), in connection with their acquisition by the City and immediate sale to the adjacent property owners. The location of this project is the 1.8 mile long, 400' wide portion of the waterway between Oakland and Alameda, CA. A reference address to one of the adjacent residential fee owners in APN: 69-130-221 2801 Marina Dr., Alameda, CA 94501.

A. Description of Services/Estimated Fees

With the project information provided to date, we would recommend the following phases of work:

Phase 1: Initial Title Work

1. Attend Kick-Off Meeting – **No Charge**
2. Perform title work and provide a Preliminary Title Report (PTR), and ePre (PTR with hyperlinks to underlying documents) for the 400' wide property. **\$3k-\$5 TBD**
3. Provide a 300' radius map and mailing list of subject property to verify fee ownership of all residential and commercial adjacent properties. – **No Charge**
4. Prepare a spreadsheet with all adjacent ownership information included. - **\$1,650**
5. Provide a Lot Book Guarantee for each adjacent property owner, at this time estimated to be 93 residential and 14 commercial properties, to verify ownership. - **\$450/Lot**

Phase 2: Mapping

1. Map review and recordation. - **\$2,500**
2. Provide Subdivision Guarantee. - **\$750**

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Phase 3: Escrow and Closing

1. Record grant deeds from City to adjacent Owners. – See 3 below.
2. Issue CLTA policy for liability amount TBD
3. Provide escrow fees for recording lots, and provide CLTA policies for owners if desired. - \$450/Lot for escrow services, CLTA fees TBD

Estimated Total:

***Fees Do Not Include:**

Third party or out of office signing services

Lender payoff or demand fees

Transfer Tax

Other governmental fees or charges

Endorsements

Courier Fees

In Care of: Andrico Penick

Date

Sincerely,

Scott F. Schilling

Senior Vice President – Director of Builder Services and Special Projects Unit

FNTG Group of Companies

675 N. First Street, Suite 900

San Jose, CA 95112

(408) 209-8086

Scott.schilling@ctt.com

CC: Elise Bassett, MaryPat Noeker