

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF ALAMEDA
AND
THE ALAMEDA UNIFIED SCHOOL DISTRICT**

This Memorandum of Understanding (“MOU”) is entered into by and between the CITY OF ALAMEDA, a charter city and municipal corporation (“CITY”) and the ALAMEDA UNIFIED SCHOOL DISTRICT, a public school district organized and existing under the laws of the State of California (“DISTRICT”), each hereinafter referred to as a “Party” or collectively as the “Parties”, in reference to the following:

WHEREAS, DISTRICT owns certain real property commonly referred to as the “Alameda Point Property” (the “Property”) as further described in the “Quit Claim Deed” filed for record on October 8, 2014, in the Official Records of Alameda County as Document No. 2014245281 (attached hereto as Exhibit A); and

WHEREAS, the Parties entered into a settlement agreement dated March 18, 2014 (attached hereto as Exhibit B) regarding, in part, the disposition, management and improvement of the Alameda Point Property; and

WHEREAS, pursuant to the settlement agreement, CITY provided certain limited exterior property management services to the DISTRICT for the Property for a ten-year period, which was thrice extended through May 2025; and

WHEREAS, the Parties desire to continue the arrangement between the parties for the CITY to provide the Services (as defined below); and

WHEREAS, the Parties desire to make certain improvements to secure the structure known as “Building 17” commonly referred to as the Bachelor Officers Quarters, located on the Property (location map attached hereto as Exhibit C) to deter trespassing and vandalism; and

WHEREAS, the Parties agree and acknowledge that the CITY’s ongoing management of the Property benefits the DISTRICT by reducing risks related to the Property, as the Property is unoccupied and not suited for occupation; and

NOW, THEREFORE, in consideration of the foregoing terms and conditions, which are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DUTIES

A. During the term of this MOU, CITY agrees to:

(1) Provide certain limited exterior property management services to the DISTRICT for the Property. Generally, the CITY provides exterior security through manned patrols, basic landscape maintenance, and exterior building management (e.g., confirming doors and windows are closed and reasonably secured from the exterior, monitoring for exterior damage, etc.) to discourage trespassing and squatting and prevent, to the extent feasible, site conditions from becoming blighted and a public nuisance (the “Services”).

(2) Complete exterior maintenance and repair work (the “Project”) specific to “Building 17” on the Property. The Project shall be completed by December 31, 2025. The Project generally consists of installation of exterior security improvements to Building 17 and will be further defined and specified by the CITY and DISTRICT through a mutually approved scope of work.

- a. The CITY will advertise for bids for the proposed Project, in compliance with CITY procurement policy and using the pre-approved scope of work for the Project.
- b. The CITY will select the lowest responsive and responsible bidder for the Project and require the contractor to sign the City’s standard “Service Provider Agreement” (“SPA”).
- c. The CITY will oversee and direct the Project and approve and directly pay invoices.
- d. In the event that the lowest responsive and responsible bidder does not agree to execute the CITY’S standard SPA, CITY shall award the contract pursuant to applicable law.
- e. The Alameda City Council is the approval authority for the SPA with the lowest responsive and responsible bidder for the Project.
- f. The City shall provide a Project budget by prior to contract award. The Project budget and contract shall not exceed \$200,000. In the event that the Project budget exceeds \$200,000, CITY shall not be obligated to carry out this Project on behalf of the DISTRICT unless DISTRICT agrees to provide additional reimbursement funding for the Project, via subsequent amendment to this MOU.

B. During the term of this MOU, DISTRICT agrees to:

(1) Reimburse the CITY for 50% of the completed Project cost through annual payments split evenly over a five (5) year period beginning on the date that a notice of completion for the Project is issued by the CITY. Said notice of completion will be sent to DISTRICT by the CITY, with copies of paid invoices. Subsequent payments by DISTRICT shall be made annually on the same date thereafter until the 50% balance has been paid in full. The remaining 50% balance will be payable by the DISTRICT to the CITY pursuant to Section 1(B)(2), below.

(2) Reimburse the CITY for the 50% unpaid Project costs at such time that DISTRICT conveys, exchanges, transfers, leases, develops, renovates or improves the Property. Payment of the remaining 50% due to CITY shall be made in one lump sum payment within thirty (30) days of said event by the DISTRICT or by April 30, 2035, whichever is earlier. DISTRICT's obligation to pay CITY the balance shall not be transferred to a third party through sale, transfer, lease, rental, conveyance or any other disposition of the Property.

(3) CITY shall provide all permissions and obtain all authorizations needed for permitting, inspections, studies, design and construction access to the Property by all contractors related to the Project.

(4) DISTRICT shall continue to provide access to the Property for CITY, its agents, contractors and subcontractors, to perform the Services at the Property.

2. CONSIDERATION

DISTRICT shall pay CITY a fee of \$5,000.00 per month ("Fee") for the Services. Upon the earlier occurrence of a) Project completion or b) December 1, 2025, the Fee shall be reduced to \$3,000.00 ("Reduced Fee").

3. TERM

This MOU shall be effective for ten (10) years, beginning on May 1, 2025; and terminating on April 30, 2035, or upon the disposition of the Property by the District, whichever occurs first.

Services under this MOU shall be effective for five (5) years, beginning on May 1, 2025; and shall be renewed automatically for one additional five (5) year period unless the parties agree otherwise.

4. TERMINATION

Either Party shall have the right to terminate this MOU for cause. Cause to terminate exists only under the following circumstances: 1) a Party has defaulted on a material term of the MOU; 2) the other Party has provided written notification of the default to the Party in default; and 3) the

defaulting Party has failed to cure the default within thirty (30) days of the delivery of the notice of default.

Any termination of the MOU for whatever cause shall not relieve the DISTRICT's duty to make payment to CITY of any and all unpaid amounts incurred for the Services performed CITY pursuant to Sections 1 or 2 herein.

5. INDEMNIFICATION AND INSURANCE

Indemnity

District shall indemnify, reimburse, hold harmless, and defend City, its officers, employees and agents against any and all claims, causes of action, demands, suits, losses, judgments, obligations, costs, or liabilities, and all reasonable expenses incurred in investigating or resisting the same (including reasonable attorneys' fees), arising out of, directly or indirectly, in whole or in part, any injury, death or damage to any person or property under this MOU as a result of District's performance or non-performance of its obligations under this MOU; unless due in whole or in part, directly or indirectly, from the gross negligence or willful misconduct of City, its employees or agents. This indemnification shall not apply in those instances where City had actual knowledge and failed to inform District of an actual hazardous condition of the Property.

City shall indemnify, reimburse, hold harmless, and defend District, its trustees, officers, employees and agents against any and all claims, causes of action, demands, suits, losses, judgments, obligations, costs, or liabilities, and all reasonable expenses incurred in investigating or resisting the same (including reasonable attorneys' fees), arising out of, directly or indirectly, in whole or in part, any injury, death or damage to any person or property under this MOU as a result of City's performance or non-performance of its obligations under this MOU; unless due in whole or in part, directly or indirectly, from the gross negligence or willful misconduct of District, its employees or agents. This indemnification shall not apply in those instances where District had actual knowledge and failed to inform City of an actual hazardous condition of the Property.

Self-Insurance

Each Party acknowledges that it is permissibly self-insured under the applicable laws and shall provide on an annual basis to the other Party adequate proof of self-insurance and excess liability coverage. Additionally, each Party shall upon request provide the other with a Certificate of Insurance or Certificate of Coverage naming the other as an additional insured or additional covered party with respect to the obligations under this MOU and the use of Property.

6. NOTICE TO PARTIES

Any notices required under this MOU shall be in writing and personally delivered or sent by certified or registered US mail. A copy of Notices shall also be sent by email and shall be deemed received upon the date of written confirmation. Notices personally delivered shall be deemed received on the date delivered. Notices sent by US mail shall be deemed received three (3) calendar days after depositing in the US mail. For any notice to conform to the requirements of this MOU, it must be addressed as follows:

CITY:

City of Alameda
Base Reuse and Economic Development
Department
950 West Mall Square, Suite 205
Alameda, CA 94501
Phone: (510) 747-7449
Email: astrauch@alamedaca.gov

WITH COPY TO:

City of Alameda
City Manager's Office
2263 Santa Clara Ave # 320
Alameda, CA 94501

DISTRICT:

Business Services
Alameda Unified School District
2060 Challenger Drive
Alameda, CA 94501
Phone: (510) 337-7101
Email:

WITH COPY TO:

Phone:
Email:

7. ENTIRE MOU

This MOU represents the full and complete understanding of every kind or nature whatsoever between the Parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this MOU will be effective only by written execution signed by both the CITY and the DISTRICT.

9. FURTHER ASSURANCES

The parties agree to fully cooperate and execute any and all supplementary documents and take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this MOU.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed as of the final date below.

CITY OF ALAMEDA:

Jennifer Ott, City Manager

Date

ALAMEDA UNIFIED SCHOOL DISTRICT:

Gary K. Lym, President of the Board of
Education

Date

314-5/7256122.1

EXHIBIT A TO MOU

Exhibit A

RECORDING REQUESTED BY AND WHEN
RECORDED RETURN TO:

Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, CA 94501

Free recording requested pursuant to
Government Code Section 27383



2014245281

10/08/2014 10:44 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00



25 PGS

NCS-653026

RT Code 11922

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUIT CLAIM DEED

The undersigned grantor declares:

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the HOUSING AUTHORITY OF THE CITY OF ALAMEDA, a public body, corporate and politic ("Grantor"), hereby grants to the ALAMEDA UNIFIED SCHOOL DISTRICT, a California public school district ("Grantee"), all of Grantor's right, title and interest in and to that certain real property situated in the City of Alameda, County of Alameda, State of California, more particularly described in Exhibit A and depicted in Exhibit B attached hereto and made a part hereof (the "Property"), TOGETHER WITH all buildings and improvements located thereon, and all rights, tenements, hereditaments, and appurtenances belonging thereto, or in any way appertaining, including fixtures, structures, mineral rights, water rights and any means of ingress and egress appurtenant thereto.

SUBJECT TO THE RESERVATION OF EASEMENTS, NOTICES, COVENANTS, RESTRICTIONS AND CONDITIONS, as described in the Quitclaim Deed with Reservation of Easements and Covenants, Restrictions and Conditions from the City of Alameda recorded October 8, 2014 as Instrument Number 2014-245280, Alameda County Records.

This Quit Claim Deed and its acceptance may be signed in counterparts.

GRANTOR:

Housing Authority of the City of Alameda, a public
body, corporate and politic

By:

Michael T. Pucci, Executive Director

ACCOMMODATION RECORDING

THIS INSTRUMENT FILED BY FIRST AMERICAN
TITLE COMPANY AS AN ACCOMMO-
DATION ONLY. IT HAS NOT BEEN EXAMINED
AS TO ITS EXECUTION AND NO LIABILITY IS
ASSUMED AS TO ITS EFFECT UPON THE TITLE.

1705101\1535474.1

STATE OF CALIFORNIA)

COUNTY OF ALAMEDA)

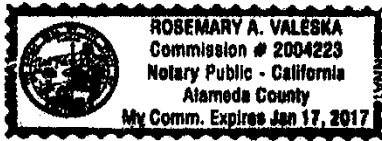
On Sept. 25, 2014, before me, Rosemary A. Valeska, Notary Public, personally appeared Michael T. Pucci, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.

Rosemary A. Valeska
Notary Public

My Commission Expires: Jan. 17, 2017



ACCEPTANCE

The Grantee hereby accepts this Quitclaim Deed and agrees to be bound by all of the agreements, covenants, conditions, restrictions and reservations contained therein.

Date: 10/1, 2014

Alameda Unified School District, a California public school district

By: 
Sean McPhetridge
Interim Superintendent

STATE OF CALIFORNIA)

COUNTY OF ALAMEDA)

On 1st OCTOBER 2014, before me, AVA FANG, Notary Public, personally appeared SEAN MCPHETRIDGE, 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.

My Commission Expires: JAN. 23, 2015

Notary Public

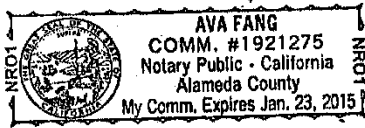


EXHIBIT A

Legal Description of Property

[Attached]

CITA\51418926842.1

MARCH 6, 2014
JOB NO.: 1087-010

LEGAL DESCRIPTION
PARCEL ALA-55-EDC AND PARCEL ALA-37-EDC (PORTION) (2013-199810)
ALAMEDA, CALIFORNIA

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF ALAMEDA, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, COMPRISED OF TWO (2) PARCELS, DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL ALA-55-EDC AND A PORTION OF PARCEL ALA-37-EDC, AS SAID PARCELS ARE DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 6, 2013, IN DOCUMENT NO. 2013-199810 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL ONE

COMMENCING AT A POINT ON THE BOUNDARY LINE OF SAID PARCEL ALA-37-EDC, SAID POINT BEING A POINT ON THE EASTERN LINE OF PARCEL 1, AS SAID PARCEL 1 IS SHOWN AND SO DESIGNATED ON THAT CERTAIN RECORD OF SURVEY NO. 1816, FILED JUNE 6, 2003, IN BOOK 28 OF RECORDS OF SURVEY AT PAGE 14, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, SAID POINT BEING THE SOUTHERN TERMINUS OF THAT CERTAIN COURSE DESIGNATED AS, "NORTH 01°05'59" EAST 1,003.40 FEET", ON SHEET 7 OF 12 OF SAID RECORD OF SURVEY;

THENCE, FROM SAID POINT OF COMMENCEMENT, LEAVING SAID BOUNDARY LINE, SOUTH 69°23'23" WEST 1,101.09 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, SOUTH 04°47'18" WEST 420.07 FEET;

THENCE, ALONG THE ARC OF A TANGENT 20.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 31.42 FEET;

THENCE, NORTH 85°12'42" WEST 713.18 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT A;

THENCE, FROM SAID POINT A, NORTH 04°47'01" EAST 460.07 FEET;

THENCE, SOUTH 85°12'42" EAST 713.22 FEET;

THENCE, ALONG THE ARC OF A TANGENT 20.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 31.42 FEET TO SAID POINT OF BEGINNING.

CONTAINING 7.74 ACRES OF LAND, MORE OR LESS.

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PARCEL TWO

COMMENCING AT THE POINT HEREINABOVE REFERRED TO AS POINT A;

THENCE, FROM SAID POINT OF COMMENCEMENT, SOUTH 04°47'01" WEST 77.00 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, SOUTH 85°12'42" EAST 697.26 FEET;

THENCE, ALONG THE ARC OF A TANGENT 20.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 89°45'25", AN ARC DISTANCE OF 31.33 FEET;

THENCE, SOUTH 04°47'57" WEST 428.81 FEET;

THENCE, ALONG THE ARC OF A TANGENT 20.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 89°44'58", AN ARC DISTANCE OF 31.33 FEET;

THENCE, NORTH 85°12'17" WEST 697.22 FEET;

THENCE, NORTH 04°47'01" EAST 468.64 FEET TO SAID POINT OF BEGINNING.

CONTAINING 7.71 ACRES OF LAND, MORE OR LESS.

TOGETHER THEREWITH THE FOLLOWING DESCRIBED ACCESS EASEMENT:

BEING A PORTION OF PARCEL ALA-37-EDC AND PARCEL ALA-59-EDC, AS SAID PARCELS ARE DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 6, 2013, IN DOCUMENT NO. 2013-199810 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EASTERN LINE OF SAID PARCEL ALA-37-EDC, SAID POINT BEING A POINT ON THE EASTERN LINE OF PARCEL 1, AS SAID PARCEL 1 IS SHOWN AND SO DESIGNATED ON THAT CERTAIN RECORD OF SURVEY NO. 1816, FILED JUNE 6, 2003, IN BOOK 28 OF RECORDS OF SURVEY AT PAGE 14, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, SAID POINT BEING THE SOUTHERN TERMINUS OF THAT CERTAIN COURSE DESIGNATED AS, "NORTH 01°05'59" EAST 1,003.40 FEET", ON SHEET 7 OF 12 OF SAID RECORD OF SURVEY;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG SAID EASTERN LINE, NORTH 01°05'59" EAST 16.40 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

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THENCE, FROM SAID POINT OF BEGINNING, LEAVING SAID EASTERN LINE, ALONG THE ARC OF A NON-TANGENT 716.50 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 15°57'02" WEST, THROUGH A CENTRAL ANGLE OF 10°57'02", AN ARC DISTANCE OF 136.94 FEET;

THENCE, NORTH 85°00'00" WEST 1,638.48 FEET;

THENCE, ALONG THE ARC OF A TANGENT 3,248.50 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 06°42'50", AN ARC DISTANCE OF 380.66 FEET;

THENCE, NORTH 78°17'10" WEST 93.79 FEET;

THENCE, ALONG THE ARC OF A TANGENT 80.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 96°28'09", AN ARC DISTANCE OF 134.70 FEET;

THENCE, SOUTH 05°14'41" WEST 103.77 FEET;

THENCE, ALONG THE ARC OF A TANGENT 85.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 36°26'48", AN ARC DISTANCE OF 54.07 FEET;

THENCE, SOUTH 31°12'07" EAST 251.43 FEET;

THENCE, ALONG THE ARC OF A TANGENT 90.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 54°00'35", AN ARC DISTANCE OF 84.84 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT A;

THENCE, FROM SAID POINT A, SOUTH 85°12'42" EAST 1,151.90 FEET;

THENCE, SOUTH 04°47'18" WEST 1,040.21 FEET;

THENCE, ALONG THE ARC OF A TANGENT 30.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 47.12 FEET;

THENCE, SOUTH 85°12'42" EAST 15.60 FEET;

THENCE, ALONG THE ARC OF A TANGENT 328.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 41°52'58", AN ARC DISTANCE OF 239.77 FEET;

THENCE, SOUTH 43°19'44" EAST 31.90 FEET;

THENCE, ALONG THE ARC OF A TANGENT 105.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 41°52'58", AN ARC DISTANCE OF 76.75 FEET;

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THENCE, SOUTH 85°12'42" EAST 1,467.62 FEET;

THENCE, ALONG THE ARC OF A TANGENT 15.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 74°32'02", AN ARC DISTANCE OF 19.51 FEET;

THENCE, SOUTH 85°12'42" EAST 44.35 FEET TO A POINT ON THE EASTERN LINE OF SAID PARCEL ALA-37-EDC;

THENCE, ALONG SAID EASTERN LINE, SOUTH 00°33'45" WEST 86.12 FEET;

THENCE, LEAVING SAID EASTERN LINE, NORTH 47°37'35" WEST 60.11 FEET;

THENCE, ALONG THE ARC OF A TANGENT 30.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 37°35'07", AN ARC DISTANCE OF 19.68 FEET;

THENCE, NORTH 85°12'42" WEST 1,585.90 FEET;

THENCE, NORTH 04°47'18" EAST 7.47 FEET;

THENCE, ALONG THE ARC OF A TANGENT 100.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 61°20'14", AN ARC DISTANCE OF 107.05 FEET;

THENCE, ALONG THE ARC OF A COMPOUND 295.50 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 33°27'04" WEST, THROUGH A CENTRAL ANGLE OF 28°39'46", AN ARC DISTANCE OF 147.83 FEET;

THENCE, NORTH 85°12'42" WEST 1,268.31 FEET;

THENCE, NORTH 04°47'18" EAST 1,016.79 FEET;

THENCE, ALONG THE ARC OF A TANGENT 200.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 35°59'25", AN ARC DISTANCE OF 125.63 FEET;

THENCE, NORTH 31°12'07" WEST 146.53 FEET;

THENCE, ALONG THE ARC OF A TANGENT 85.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 54°00'35", AN ARC DISTANCE OF 80.13 FEET;

THENCE, NORTH 85°12'42" WEST 29.27 FEET;

THENCE, NORTH 05°14'41" EAST 213.89 FEET;

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THENCE, ALONG THE ARC OF A TANGENT 125.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 96°28'09", AN ARC DISTANCE OF 210.46 FEET;

THENCE, SOUTH 78°17'10" EAST 104.64 FEET;

THENCE, ALONG THE ARC OF A TANGENT 3,201.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06°42'50", AN ARC DISTANCE OF 375.09 FEET;

THENCE, SOUTH 85°00'00" EAST 1,638.48 FEET;

THENCE, ALONG THE ARC OF A TANGENT 764.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 10°00'29", AN ARC DISTANCE OF 133.45 FEET TO A POINT ON SAID EASTERN LINE OF PARCEL ALA-37-EDC;

THENCE, ALONG SAID EASTERN LINE, SOUTH 01°05'59" WEST 49.03 FEET TO SAID POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCING AT THE POINT HEREINABOVE REFERRED TO AS POINT A;

THENCE, FROM SAID POINT OF COMMENCEMENT, SOUTH 85°12'42" EAST 374.18 FEET;

THENCE, SOUTH 04°47'18" WEST 49.50 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, SOUTH 85°12'42" EAST 713.22 FEET;

THENCE, ALONG THE ARC OF A TANGENT 20.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 31.42 FEET;

THENCE, SOUTH 04°47'18" WEST 420.07 FEET;

THENCE, ALONG THE ARC OF A TANGENT 20.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 31.42 FEET;

THENCE, NORTH 85°12'42" WEST 713.18 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT B;

THENCE, FROM SAID POINT B, NORTH 04°47'01" EAST 460.07 FEET TO SAID POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

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COMMENCING AT THE POINT HEREINABOVE REFERRED TO AS POINT B,

THENCE, FROM SAID POINT OF COMMENCEMENT, SOUTH 04°47'01" WEST 77.00 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, SOUTH 85°12'42" EAST 697.26 FEET;

THENCE, ALONG THE ARC OF A TANGENT 20.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 89°45'25", AN ARC DISTANCE OF 31.33 FEET;

THENCE, SOUTH 04°47'57" WEST 428.81 FEET;

THENCE, ALONG THE ARC OF A TANGENT 20.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 89°44'58", AN ARC DISTANCE OF 31.33 FEET;

THENCE, NORTH 85°12'17" WEST 697.22 FEET;

THENCE, NORTH 04°47'01" EAST 468.64 FEET TO SAID POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCING AT THE POINT HEREINABOVE REFERRED TO AS POINT A,

THENCE, FROM SAID POINT OF COMMENCEMENT, SOUTH 85°12'42" EAST 374.18 FEET;

THENCE, SOUTH 04°47'18" WEST 72.99 FEET;

THENCE, NORTH 85°12'59" WEST 45.00 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, SOUTH 04°47'01" WEST 409.07 FEET;

THENCE, ALONG THE ARC OF A TANGENT 40.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'17", AN ARC DISTANCE OF 62.84 FEET;

THENCE, NORTH 85°12'42" WEST 288.03 FEET;

THENCE, ALONG THE ARC OF A TANGENT 40.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 62.83 FEET;

THENCE, NORTH 04°47'18" EAST 409.07 FEET;

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THENCE, ALONG THE ARC OF A TANGENT 40.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 62.83 FEET;

THENCE, SOUTH 85°12'42" EAST 287.99 FEET;

THENCE, ALONG THE ARC OF A TANGENT 40.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 89°59'43", AN ARC DISTANCE OF 62.83 FEET TO SAID POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCING AT THE POINT HEREINABOVE REFERRED TO AS POINT B;

THENCE, FROM SAID POINT OF COMMENCEMENT, SOUTH 04°47'01" WEST 111.49 FEET;

THENCE, NORTH 85°12'59" WEST 45.00 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, SOUTH 04°47'01" WEST 409.64 FEET;

THENCE, ALONG THE ARC OF A TANGENT 40.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'17", AN ARC DISTANCE OF 62.84 FEET;

THENCE, NORTH 85°12'42" WEST 288.07 FEET;

THENCE, ALONG THE ARC OF A TANGENT 40.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 62.83 FEET;

THENCE, NORTH 04°47'18" EAST 409.64 FEET;

THENCE, ALONG THE ARC OF A TANGENT 40.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 62.83 FEET;

THENCE, SOUTH 85°12'42" EAST 288.04 FEET;

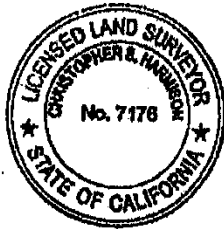
LEGAL DESCRIPTION
PAGE 8 OF 8

MARCH 6, 2014
JOB NO.: 1087-010

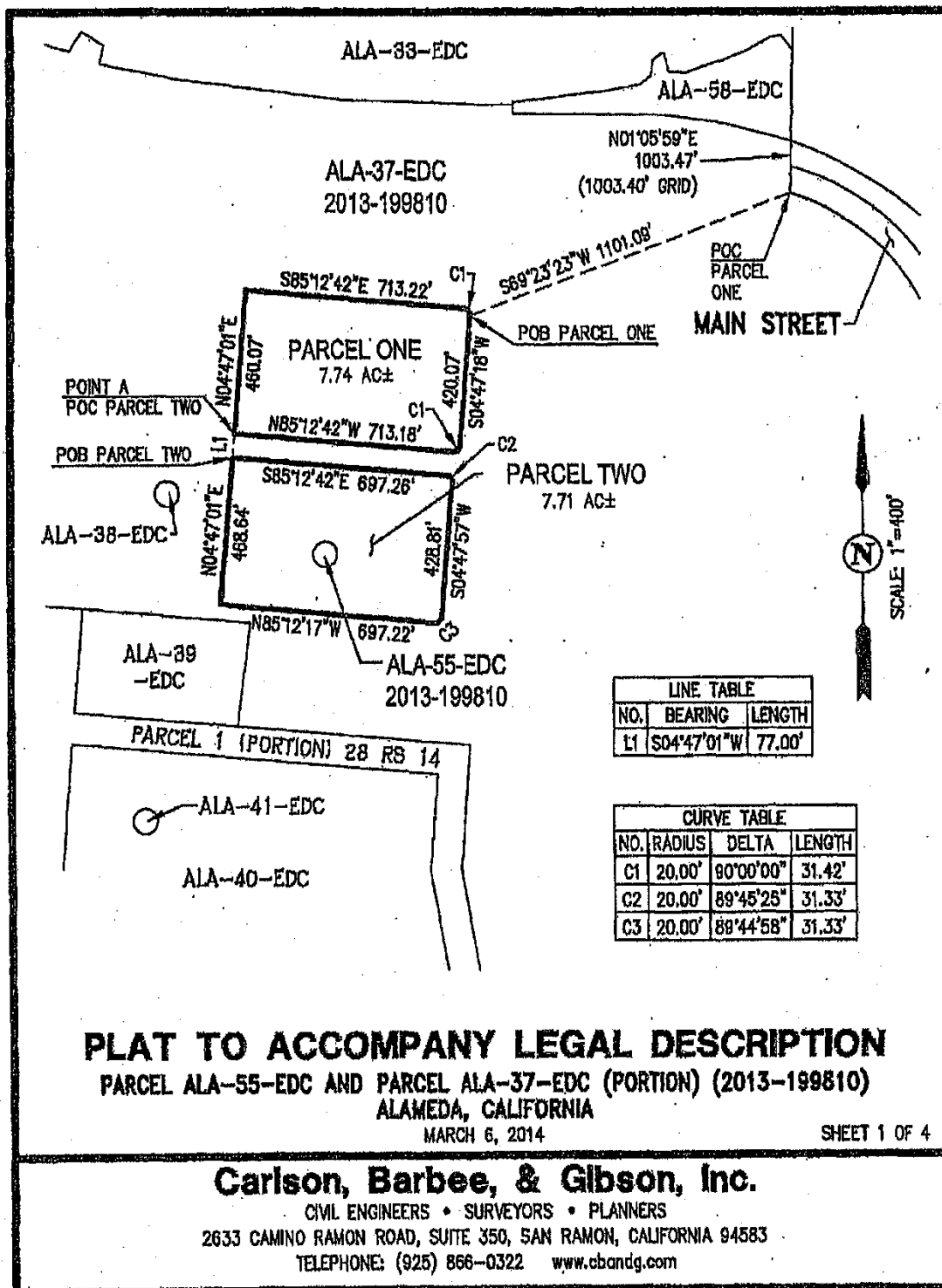
THENCE, ALONG THE ARC OF A TANGENT 40.00 FOOT RADIUS CURVE TO THE
RIGHT, THROUGH A CENTRAL ANGLE OF $89^{\circ}59'43''$, AN ARC DISTANCE OF 62.83
FEET TO SAID POINT OF BEGINNING.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS
REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

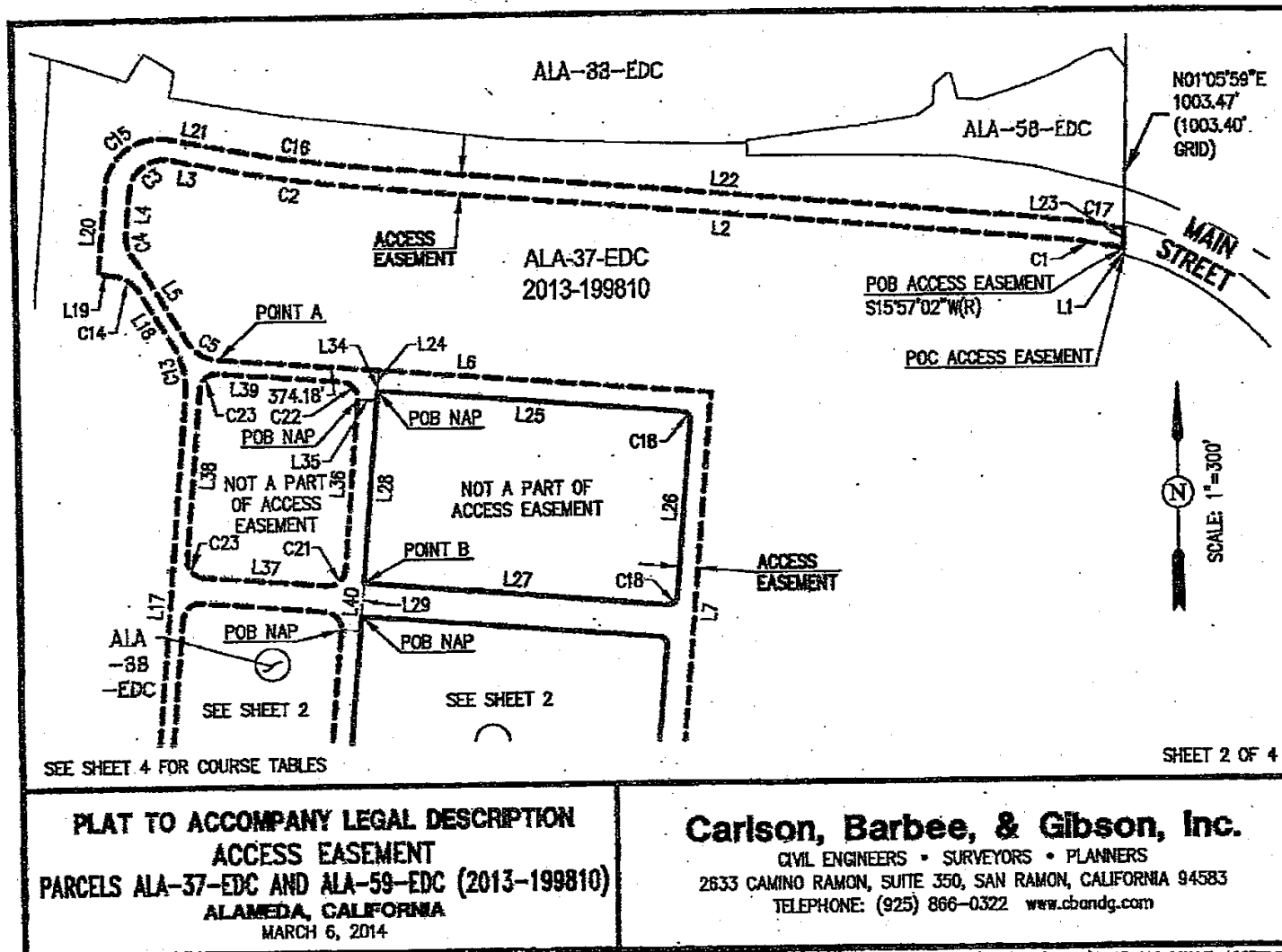


Christopher S. Harrison
CHRISTOPHER S. HARRISON, P.L.S.
L.S. NO. 7176



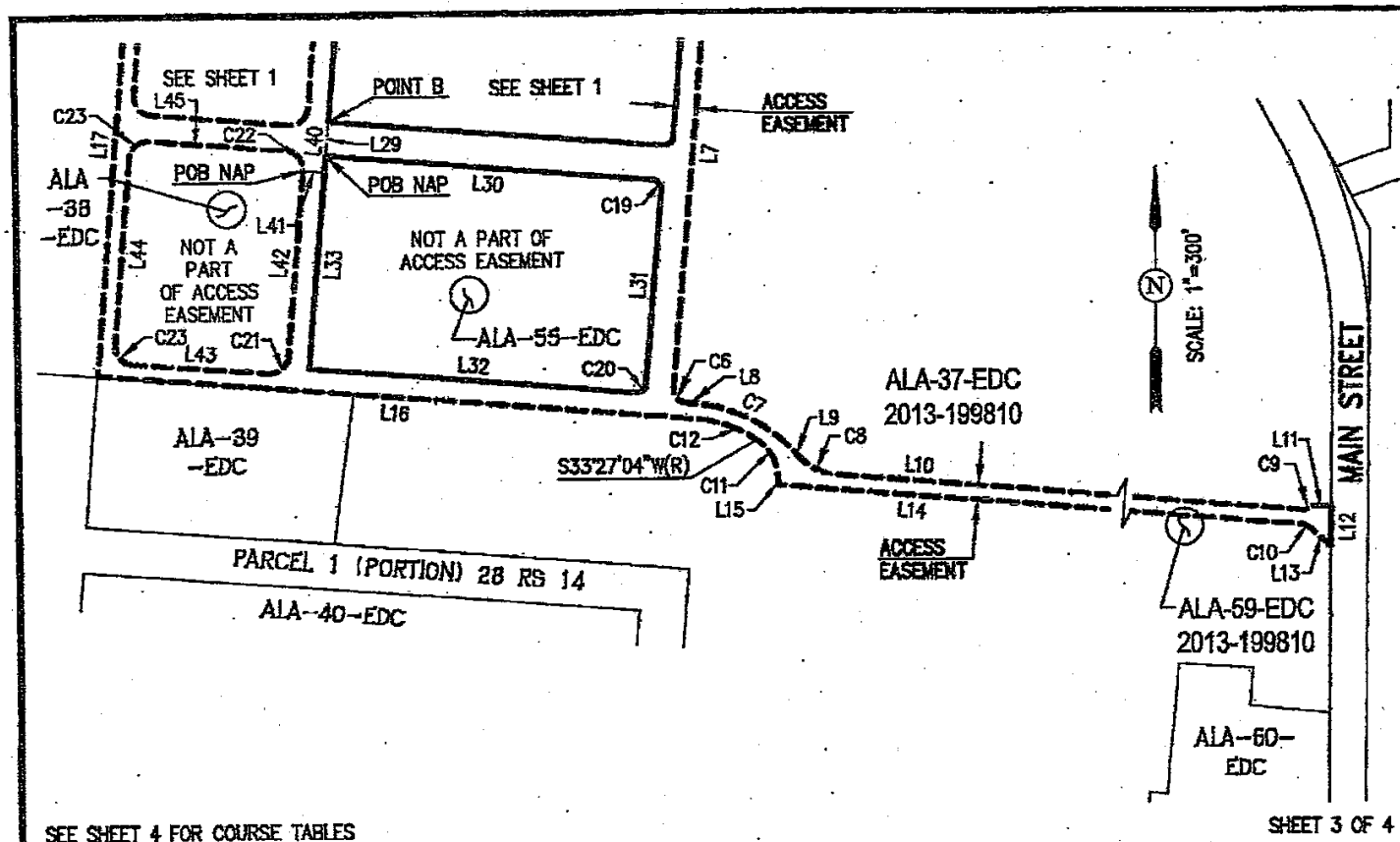
JOB NO. 1087-10

631087-10ACAD-10PLAT5PLAT-001 SCHOOLDW3



JOB NO. 1087-10

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**PLAT TO ACCOMPANY LEGAL DESCRIPTION
ACCESS EASEMENT
PARCELS ALA-37-EDC AND ALA-59-EDC (2013-199810)
ALAMEDA, CALIFORNIA
MARCH 6, 2014**

Carlson, Barbee, & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
2633 CAMINO RAMON, SUITE 350, SAN RAMON, CALIFORNIA 94583
TELEPHONE: (925) 866-0322 www.cbandg.com

JOB NO. 1087-10

G:\1087-10\ACAD-10\PLATS\PLAT-002 SCHOOL ACCESS.DWG

LINE TABLE		
NO.	BEARING	LENGTH
L1	N01°05'59"E	16.40'
L2	N85°00'00"W	1638.48'
L3	N78°17'10"W	93.79'
L4	S05°14'41"W	103.77'
L5	S31°12'07"E	251.43'
L6	S85°12'42"E	1151.90'
L7	S04°47'18"W	1040.21'
L8	S85°12'42"E	15.60'
L9	S43°19'44"E	31.90'
L10	S85°12'42"E	1467.62'
L11	S85°12'42"E	44.35'
L12	S00°33'45"W	86.12'
L13	N47°37'35"W	60.11'
L14	N85°12'42"W	1585.90'
L15	N04°47'18"E	7.47'
L16	N85°12'42"W	1268.31'
L17	N04°47'18"E	1016.79'
L18	N31°12'07"W	146.53'
L19	N85°12'42"W	29.27'
L20	N05°14'41"E	213.89'

LINE TABLE		
NO.	BEARING	LENGTH
L21	S78°17'10"E	104.64'
L22	S85°00'00"E	1638.48'
L23	S01°05'59"W	49.03'
L24	S04°47'18"W	49.50'
L25	S85°12'42"E	713.22'
L26	S04°47'18"W	420.07'
L27	N85°12'42"W	713.18'
L28	N04°47'01"E	460.07'
L29	S04°47'01"W	77.00'
L30	S85°12'42"E	697.26'
L31	S04°47'57"W	428.81'
L32	N85°12'17"W	697.22'
L33	N04°47'01"E	468.64'
L34	S04°47'13"W	72.99'
L35	N85°12'59"W	45.00'
L36	S04°47'01"W	409.07'
L37	N85°12'42"W	288.03'
L38	N04°47'18"E	409.07'
L39	S85°12'42"E	287.99'
L40	S04°47'01"W	111.49'

LINE TABLE		
NO.	BEARING	LENGTH
L40	S04°47'01"W	111.49'
L41	N85°12'59"W	45.00'
L42	S04°47'01"W	409.64'
L43	N85°12'42"W	288.07'
L44	N04°47'18"E	409.64'
L45	S85°12'42"E	288.04'

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	716.50'	10°57'02"	136.94'
C2	3248.50'	06°42'50"	380.66'
C3	80.00'	96°28'09"	134.70'
C4	85.00'	36°26'48"	54.07'
C5	90.00'	54°00'35"	84.84'
C6	30.00'	90°00'00"	47.12'
C7	328.00'	41°52'58"	239.77'
C8	105.00'	41°52'58"	76.75'
C9	15.00'	74°32'02"	19.51'
C10	30.00'	37°35'07"	19.68'

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C11	100.00'	61°20'14"	107.05'
C12	295.50'	28°39'46"	147.83'
C13	200.00'	35°59'25"	125.63'
C14	85.00'	54°00'35"	80.13'
C15	125.00'	96°28'09"	210.46'
C16	3201.00'	06°42'50"	375.09'
C17	764.00'	10°00'29"	133.45'
C18	20.00'	90°00'00"	31.42'
C19	20.00'	89°45'25"	31.33'
C20	20.00'	89°44'58"	31.33'
C21	40.00'	90°00'17"	62.84'
C22	40.00'	89°59'43"	62.83'
C23	40.00'	90°00'00"	62.83'

SHEET 4 OF 4

**PLAT TO ACCOMPANY LEGAL DESCRIPTION
ACCESS EASEMENT
PARCELS ALA-37-EDC AND ALA-59-EDC (2013-199810)
ALAMEDA, CALIFORNIA
MARCH 6, 2014**

Carlson, Barbee, & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
2633 CAMINO RAMON, SUITE 350, SAN RAMON, CALIFORNIA 94583
TELEPHONE: (925) 866-0322 www.cbandg.com

JOB NO. 1087-10

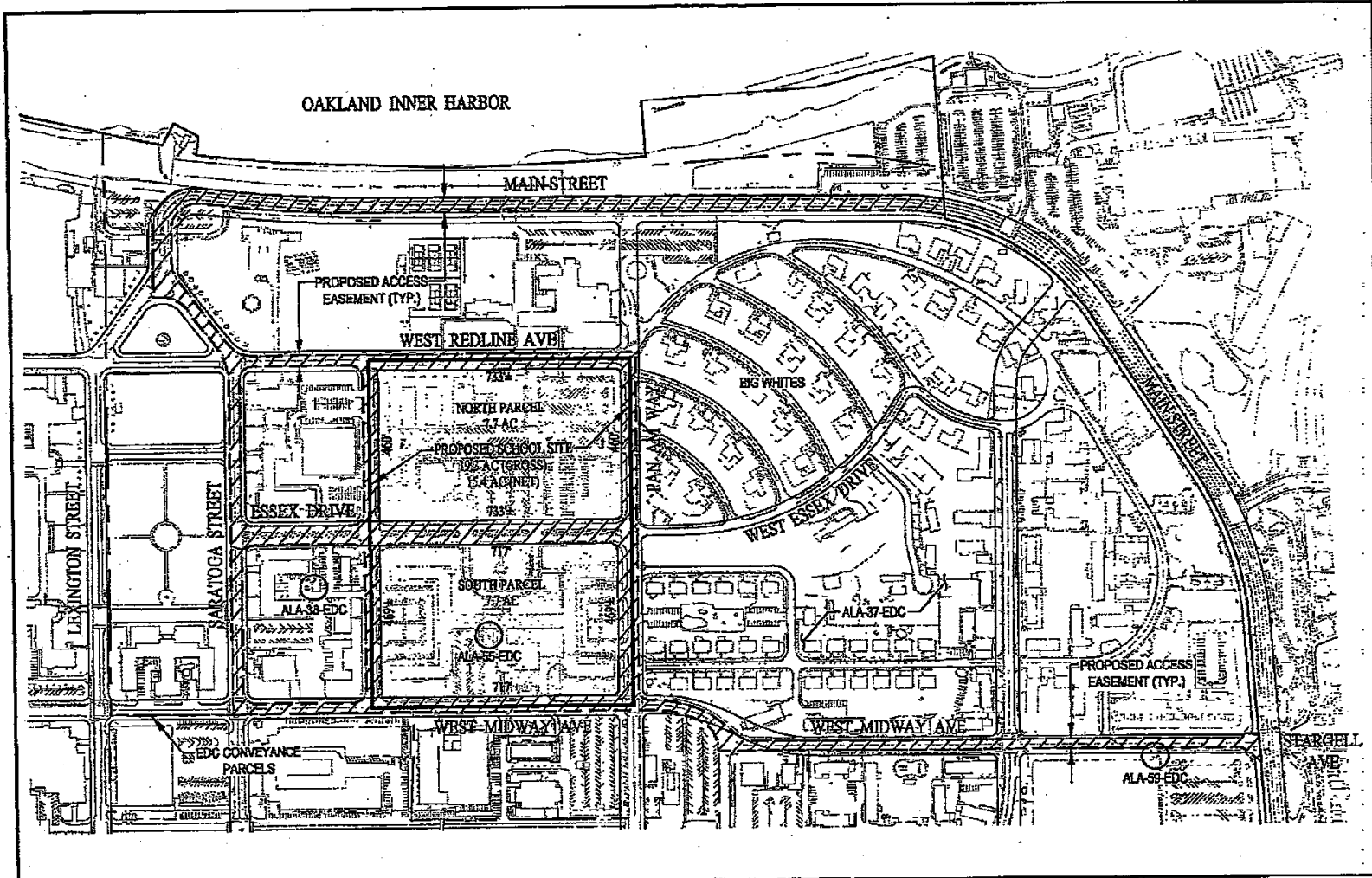
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EXHIBIT B

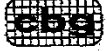
Map of Property

[Attached]

CITAS1418926842.1



better copy can be found at:



Carlson, Barbee
& Gibson, Inc.
CIVIL ENGINEERING - ARCHITECTURE - PLANNING

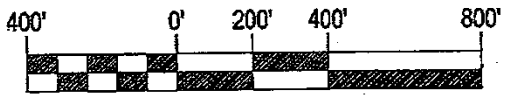
2025 CAMARILLO BLVD, SUITE 200
MOUNTAIN VIEW, CALIFORNIA 94039

(925) 466-6000
FAX (925) 466-6000

**ALAMEDA POINT
EXHIBIT B**

CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA

DATE: MAY 5, 2014 SCALE: 1" = 400'



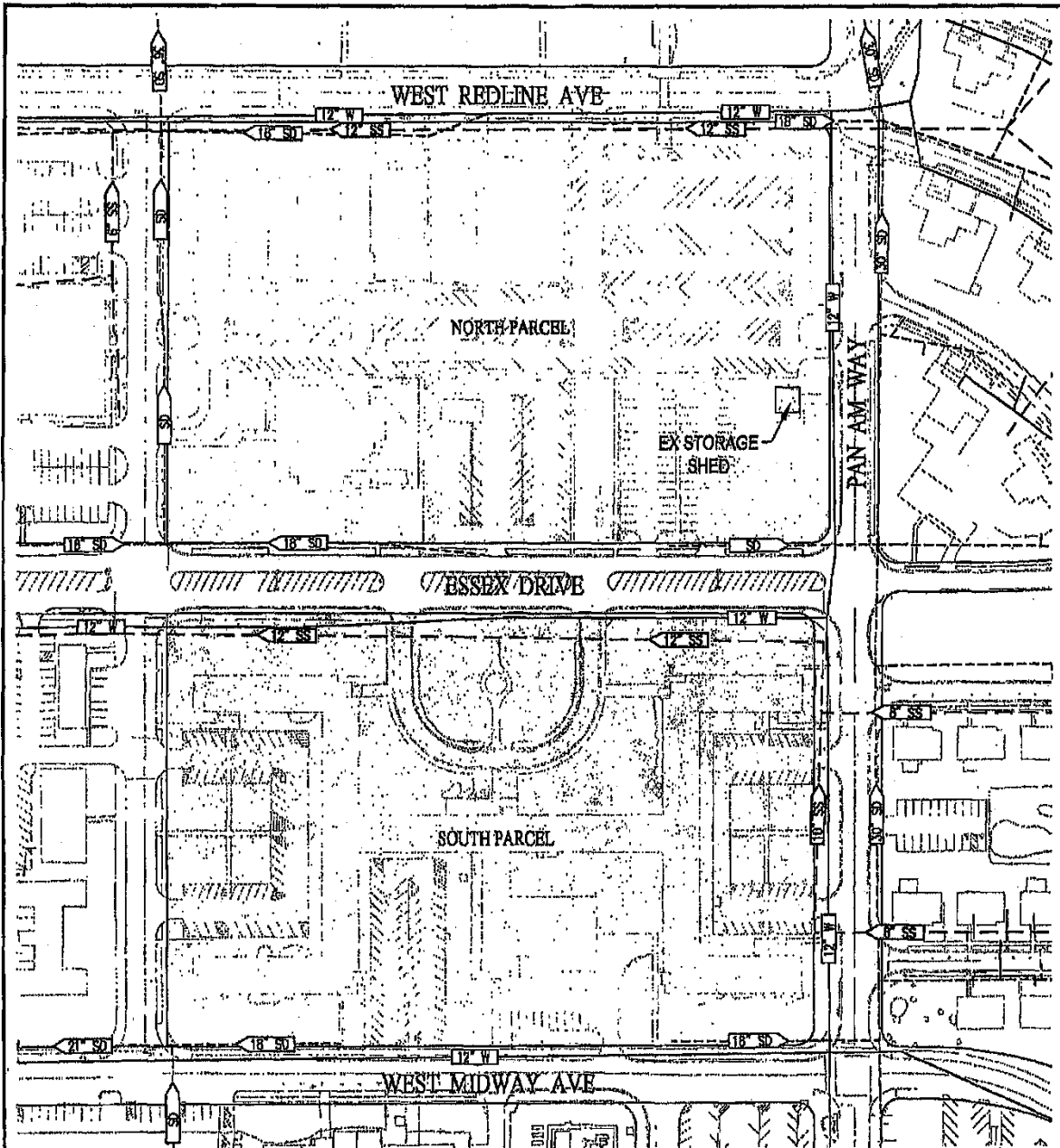
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EXHIBIT C

**Public Utility Easements
(Storm Drains, Sanitary Sewers, Water Pipes, Communication Lines, Electrical Lines and
Gas Lines)**

[Attached]

CITA\51418\926842.1



LEGEND

- SD --- EXISTING STORM DRAIN
- SS --- EXISTING SANITARY SEWER
- W --- EXISTING WATER PIPE



**ALAMEDA POINT
EXHIBIT C**

CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA
DATE: MAY 3, 2014 SCALE: 1" = 150'

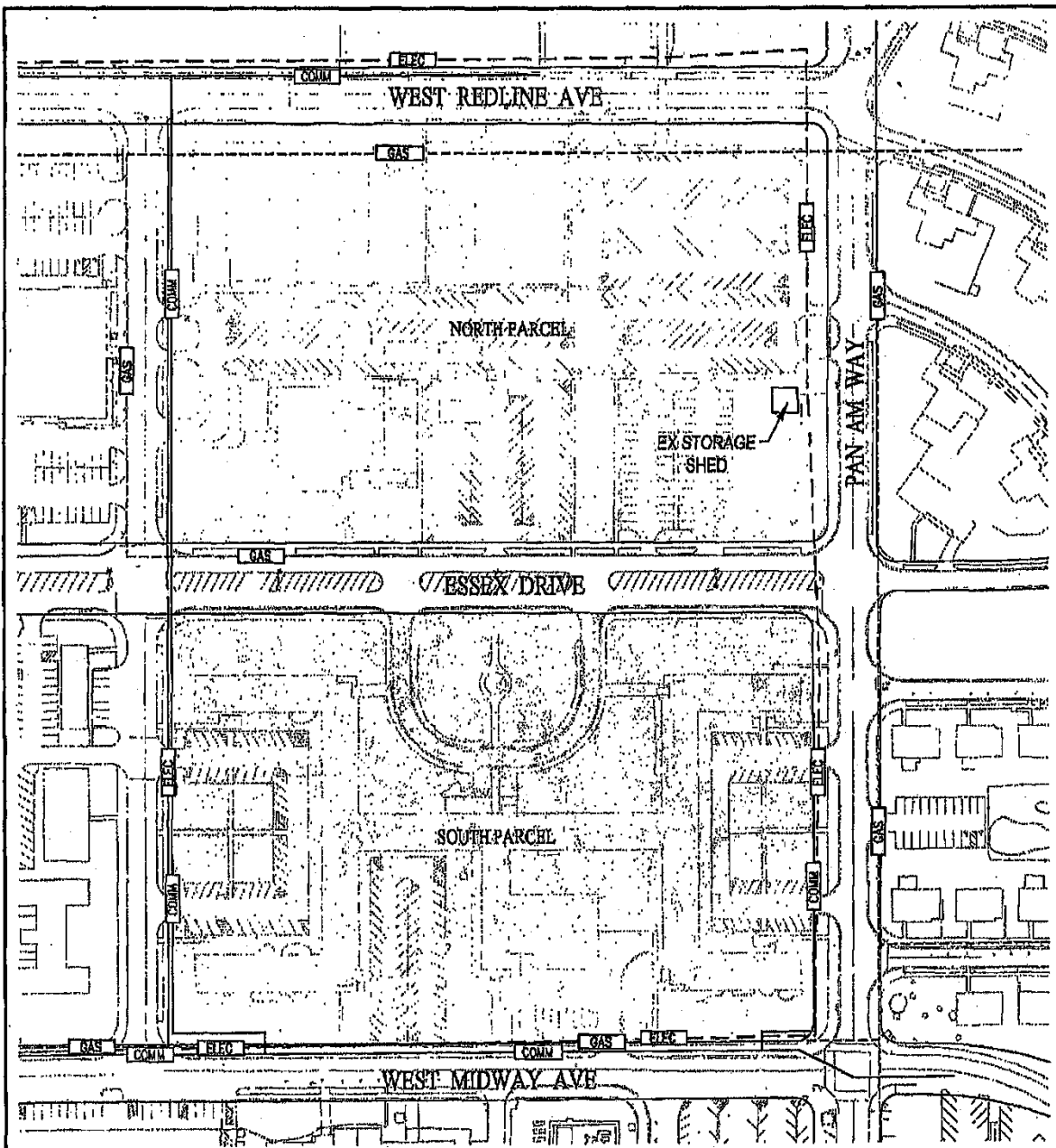
**Carlson, Barbee
& Gibson, Inc.**
CIVIL ENGINEERS • SURVEYORS • PLANNERS

1023 CANDIDO RIVERO, SUITE 200
SAN RAMON, CALIFORNIA 94583

(925) 466-0222
FAX (925) 566-8226

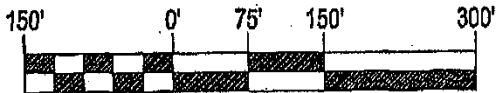
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LEGEND


- EXISTING GAS LINES
- EXISTING ELECTRICAL LINES
- EXISTING COMMUNICATION LINES



**ALAMEDA POINT
EXHIBIT C**

CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA
DATE: MAY 5, 2014 SCALE: 1"=150'

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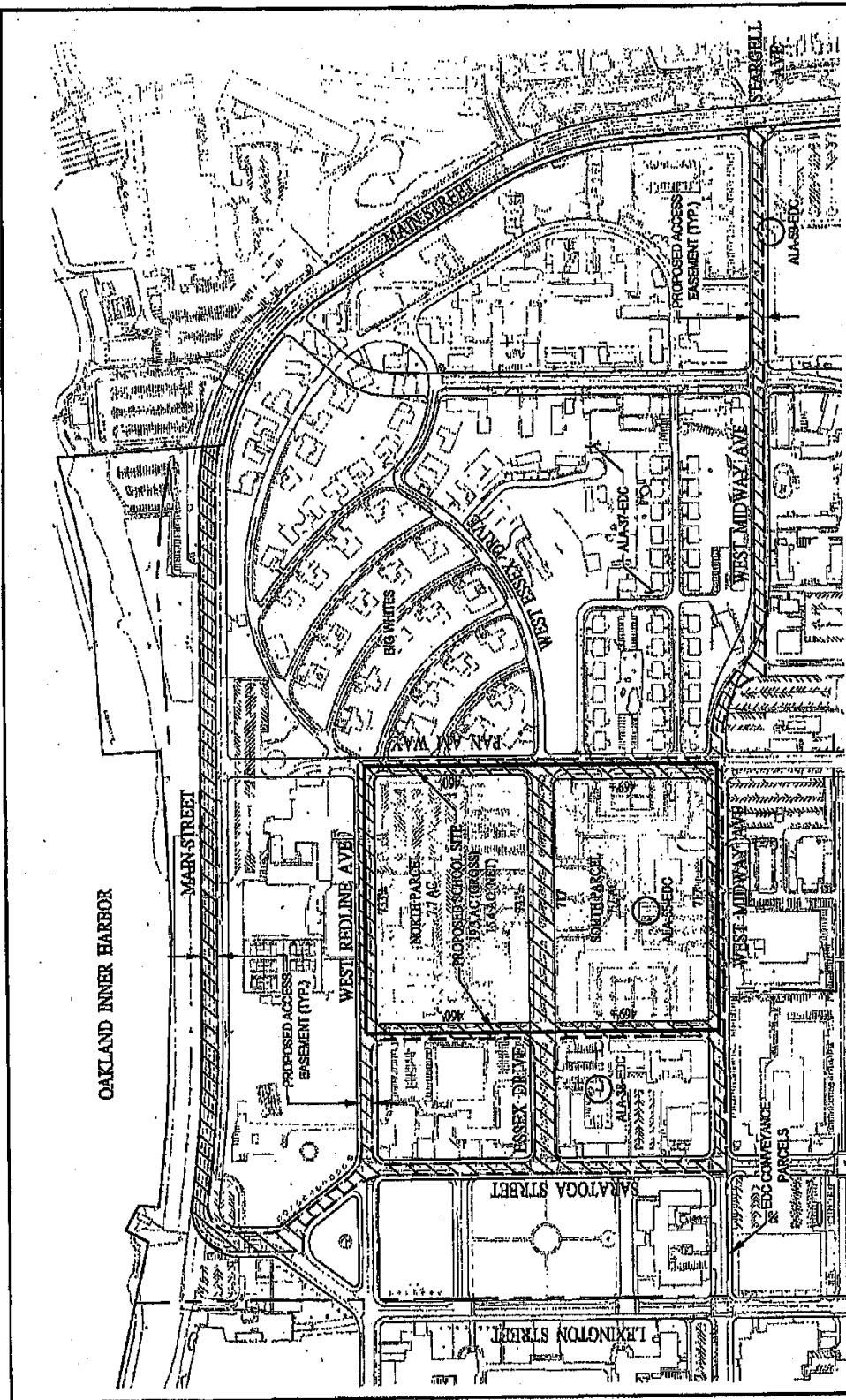


**Carlson, Barbee
& Gibson, Inc.**
CITY ENGINEERS • PLANNERS

8000 CHABO RANCH, SUITE 200
SAN RAMON, CALIFORNIA 94583

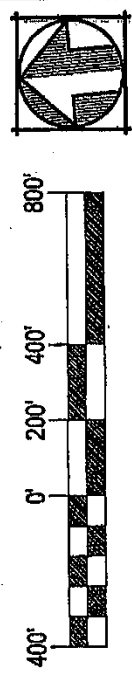
(925) 938-0222
FAX (925) 938-2515

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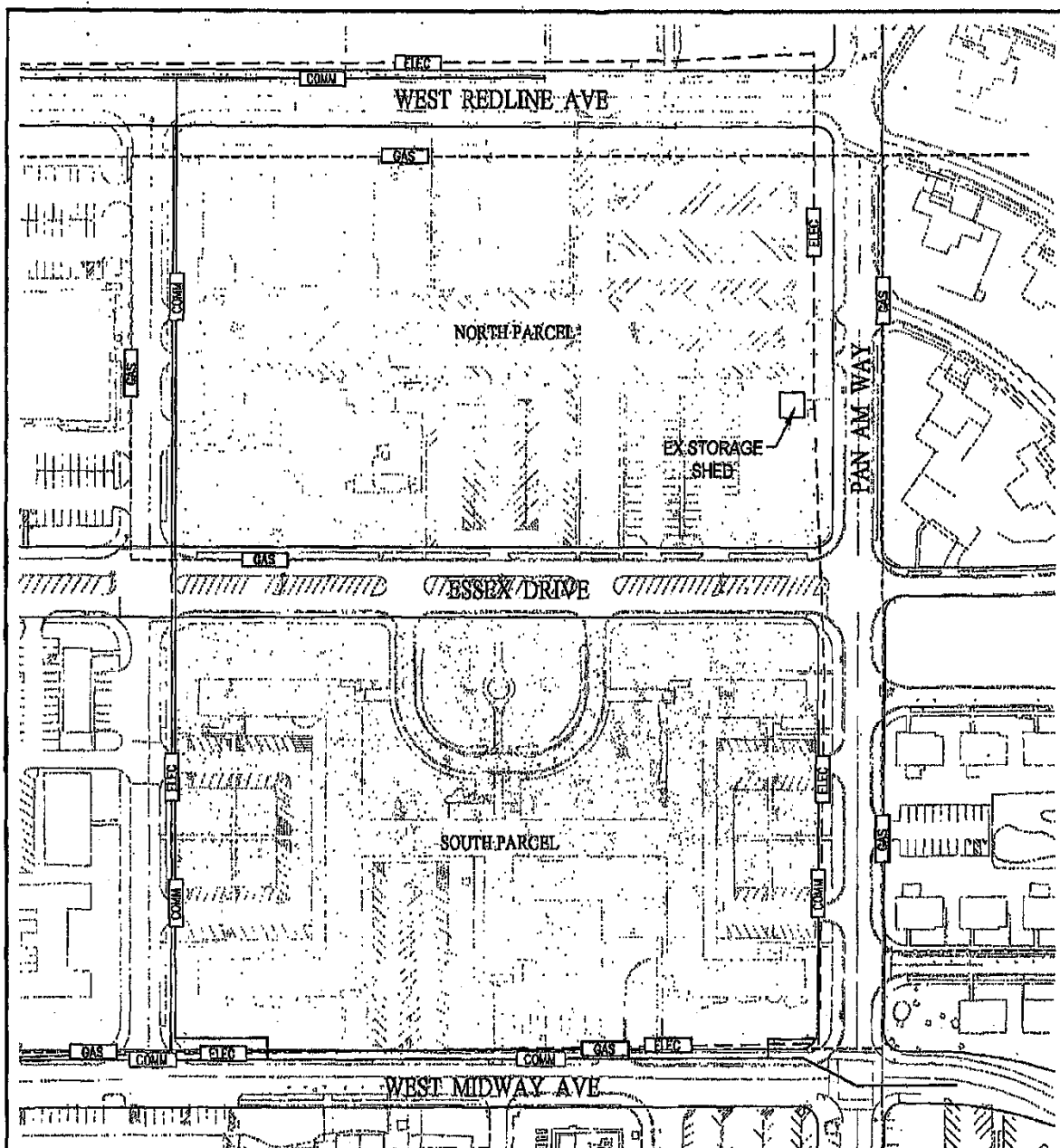



 Better copy can be found at:
 Carlson, Barbos
 & Gilbert, Inc.
 CIVIL ENGINEERS - ARCHITECTS - PLANNERS
 3833 CHANDLER BLVD., SUITE 200
 SAN FRANCISCO, CALIFORNIA 94114
 PREPARED FOR:
 CITY OF ALAMEDA
 DATE: MAY 5, 2014
 SCALE: 1" = 400'

ALAMEDA POINT
EXHIBIT B
 CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA
 DATE: MAY 5, 2014 SCALE: 1" = 400'

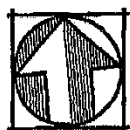
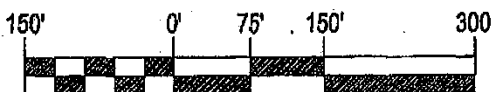


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LEGEND

- EXISTING GAS LINES
- EXISTING ELECTRICAL LINES
- EXISTING COMMUNICATION LINES



**ALAMEDA POINT
EXHIBIT C**

CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA
DATE: MAY 5, 2014 SCALE: 1"=150'

water copy can be found at

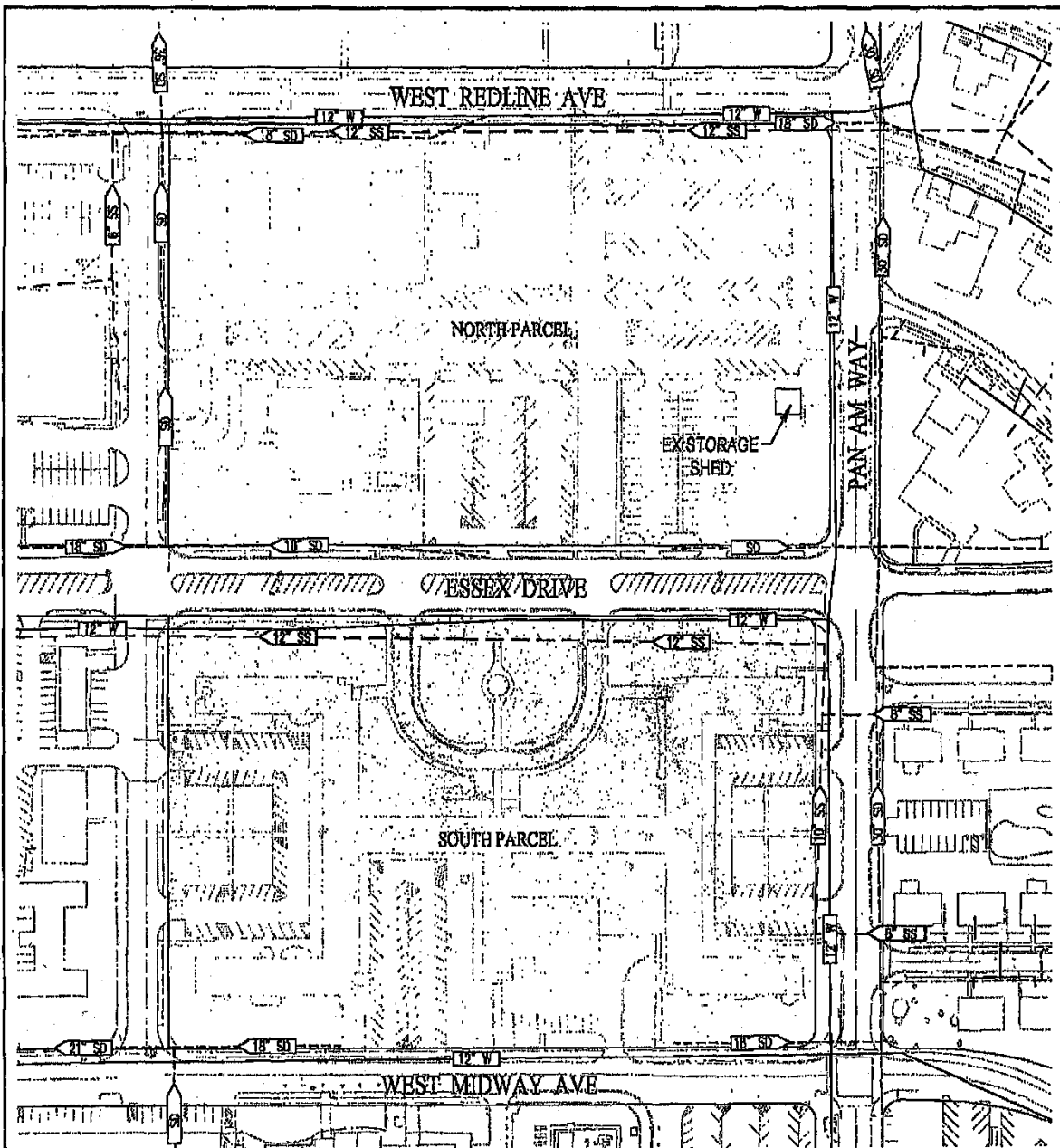
**Cadison, Barboe
& Gibson, Inc.**

CGAL ENGINEERS • SURVEYORS • PLANNERS

3820 CAMARILLO BLVD, SUITE 250
SAN RAMON, CALIFORNIA 94583

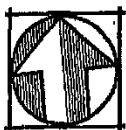
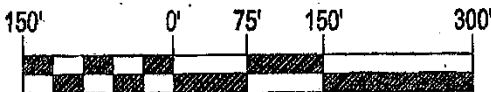
(925) 885-0333
FAX (925) 885-8375

041087-10ACAD-10EXHIBITS/SCHOOL SITE/EXB_EXHIBIT C (UTILITIES).DWG



LEGEND

- SD --- EXISTING STORM DRAIN
- SS --- EXISTING SANITARY SEWER
- W --- EXISTING WATER PIPE



ALAMEDA POINT EXHIBIT C

CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA
DATE: MAY 5, 2014 SCALE: 1"=150'

Refer to top of sheet for details

ebg
Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS & SURVEYORS & PLANNERS
2025 CALIFORNIA RAILROAD, BUREAU 200
SAN FRANCISCO, CALIFORNIA 94104
(415) 998-2013
FAX (415) 998-4478

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EXHIBIT B TO MOU

SETTLEMENT AGREEMENT
Authorizing
CERTAIN REAL AND PERSONAL PROPERTY EXCHANGES
By and Among
CITY OF ALAMEDA
HOUSING AUTHORITY OF THE CITY OF ALAMEDA
And
ALAMEDA UNIFIED SCHOOL DISTRICT

This Settlement Agreement ("Agreement") is entered into as of March 19, 2014 ("Effective Date") by and among the City of Alameda ("City"), the Housing Authority of the City of Alameda ("Authority") and the Alameda Unified School District ("District"). The City, the Authority and the District may be referred to herein collectively as the "Parties."

Recitals

- I. The Parties enter into this Agreement to settle certain real and personal property disputes that arose from implementation of the following two separate agreements :
 - i. Agreement Between Alameda Unified School District and the City of Alameda dated March 28, 2000, relating to closure of the Alameda Naval Air Station and Fleet Industrial Supply Center (the "Mastick Agreement"); and
 - ii. Agreement Between the Community Improvement Commission of the City of Alameda and the Alameda Unified School District Pursuant to Health and Safety Code Section 33401 dated November 12, 1991, relating to redevelopment tax increment pass-through payments (the "Pass-Through Agreement").
- II. The District has solicited financial support from the City to enable the District to renovate the Encinal High School swimming pool, which the City utilizes in connection with its Recreation and Parks Department programs. The City is willing to provide certain financial assistance for that renovation as part of this Agreement. As a result of the transactions set forth in this Agreement, the District will have the funds necessary to construct the Encinal High School pool renovations, which the District intends to begin as soon as practicable.

Mastick Agreement:

- III. The City and District entered in the Mastick Agreement to, among other matters, accomplish four key transactions:
 - i. Provide the District real property in order to meet certain public education facilities needs in connection with the United States Department of the Navy's conveyance to the City of property formerly operated as the Fleet Industrial Supply Center ("FISC") resulting from the closure of FISC;
 - ii. Provide the District real property in order to meet certain public education facilities needs in connection with the United States Department of the Navy's conveyance to the City of property formerly operated as the Naval Air Station Alameda ("NAS Alameda") resulting from closure of NAS;
 - iii. Resolve claims relating to conveyance of real property to the District under a public benefit conveyance at NAS Alameda; and
 - iv. Enable the District's conveyance of the former Mastick Elementary School site to the City and the City's conveyance of two (2) real property parcels to the District ("Tidelands Parcels").
- IV. The transfer described in Recital III (i) occurred to the Parties' satisfaction and, as a result of the successful implementation of related provisions in the Mastick Agreement; the District now owns and operates Ruby Bridges Elementary School.
- V. A part of the real property identified for conveyance to the District described in Recital III (ii) and comprising approximately 12 acres of land ("12 Acre Site") was conveyed to the City by the US Navy on June 4, 2013. The remainder of the 12 Acre Site is anticipated to be conveyed to the City in a later phase due to the Navy's continuing obligation to complete certain environmental clean-up activities. The City is to convey the property to the District within a reasonable period of time of the City obtaining title.
- VI. The City accepted conveyance from the District of the Mastick Elementary School site and converted the site to the Mastick Senior Center.
- VII. As a result of significant legal issues relating to title to the Tidelands Parcel, full consideration to the District for its conveyance of the Mastick Elementary School site has not been fulfilled. The City has completed significant environmental and planning analyses and has identified real property that more properly meets the District's needs for public education facilities. The City intends to substitute conveyance of the Tideland Parcels and the pending conveyance of the 12 acre site as contemplated by the Mastick Agreement with conveyance of

approximately twenty (20) acres of real property located at Alameda Point ("Alameda Point Property").

- VIII. The Parties now seek to resolve the outstanding Mastick Agreement issues and have agreed to a mutually acceptable substitute consideration as set forth in this Agreement.

Pass-Through Agreement

- IX. The City and Authority, together as successors to the Community Improvement Commission of the City of Alameda ("Redevelopment Agency"), and the District are parties to the Pass-Through Agreement to mitigate the financial impact to the District resulting from the diversion of certain real property tax revenues (commonly known as "Tax Increment Revenues") to the City's Redevelopment Agency.
- X. The California Legislature passed, and Governor Jerry Brown signed, ABx1 26 and AB 1484 which effectively ended redevelopment activities in California and set in place a complex process for dissolving redevelopment agencies and terminating Tax Increment Revenues.
- XI. As a result of ABx1 26 and AB 1484, continued implementation of the Pass-Through Agreement is uncertain and within the control of the State of California Department of Finance ("DOF") and County of Alameda Auditor-Controller.
- XII. The DOF recently determined that an account accumulated pursuant to the Pass-Through Agreement totaling approximately \$4.6 Million (the "Housing Asset Fund") held by the Authority (as the successor housing agency) in trust for the District is a "housing asset" as defined in AB1484. As such, those housing asset funds are restricted and may only be used to provide affordable housing for the residents of the City of Alameda.
- XIII. The Authority desires to utilize the Housing Asset Fund as expeditiously as possible to avoid any future attempts by the State of California to take those funds for other State purposes. To facilitate use of the Housing Asset Fund for eligible projects, the City, District and Authority intend to enter into the transactions set forth in this Agreement which will result in the Authority being able to provide additional affordable housing for the residents of the City of Alameda.
- XIV. The District maintains that other future revenues identified in the Pass-Through Agreement should continue to flow to the District. Nothing in this Agreement is intended to waive the District's right, title, or interest in the payments under the Pass-Through Agreement that occur after June 30, 2012

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements set forth below, the adequacy of which is mutually acknowledged by the parties, the parties agree as follows.

Agreement

1. Satisfaction of Obligations and Termination of Mastick Agreement. Upon recordation of the deeds as described in Section 3 below, the City and District acknowledge and agree that all obligations of each party to the other pursuant to the Mastick Agreement shall be satisfied and complete and the Mastick Agreement shall terminate and be of no further force and effect.
2. District Assignment to Authority of Housing Asset Fund for Affordable Housing Purposes. Within twenty (20) business days of the Effective Date, the District shall execute and deliver to the Authority an assignment of the District's rights to the Housing Asset Fund and release all claims relating thereto to all funds collected on or before June 30, 2012 ("Assignment Agreement"). The District shall authorize the Authority to use the Housing Asset Fund to provide affordable housing for the residents of Alameda.
3. Property Deeds, Exchanges and Sales.
 - 3.1. City Conveys Alameda Point Property to Authority. Within sixty (60) business days of the Effective Date, the City shall execute and deposit into Escrow (described in Section 7 below), quitclaim deeds conveying approximately twenty (20) acres of real property located at Alameda Point ("Alameda Point Property") to the Authority. A map generally depicting the location of the Alameda Point Property is attached hereto as Exhibit "A".
 - 3.2. Authority Conveys Alameda Point Property to District. The Authority agrees to convey the Alameda Point Property and other consideration to the District. In exchange for the Alameda Point Property, the District shall provide the Assignment to the Authority for the Housing Asset Fund (which is comprised of tax increment funds collected on or before June 30, 2012 plus accrued interest which interest continues to accrue) and enter into a purchase and sale agreement with the Authority for the real property located at 2437 Eagle Street in Alameda, CA, and commonly known as the Island High School Site.
 - 3.3. Exchange and Purchase and Sale Agreement Relating to Island High School Site.
 - 3.3.1. The District owns the Island High School Site in fee simple. The District intends to exchange the Island High School Site with the Authority for the Alameda point Property and \$1,200,000. The Authority intends to use the Island High School Site for future

development of affordable housing. The District and Authority shall enter into a separate Exchange and Purchase and Sale Agreement for consummation of this exchange, purchase and sale.

3.3.2. It is understood and agreed among the Parties that the Authority is not in a position to acquire the Island High School Site without access to the Housing Asset Fund. It is further understood and agreed among the Parties that the District considers the exchange and sale of the Island High School Site to the Authority to be a key component of the consideration it is receiving pursuant to this Agreement.

3.3.3. The District and the Authority agree that upon recordation of the deed for the Alameda Point Property and execution of the Assignment Agreement between the District and Authority, the District and the Authority shall be contractually obligated to complete the exchange and purchase and sale of the Island High School Site at the value established by the mutually-agreed-upon third party appraiser.

3.4 Condition of Title. The Parties acknowledge that the City obtained title to the Alameda Point Property from the US Navy on June 4, 2013, as part of a military base closure transaction. The City represents and warrants that it has provided or made otherwise available to the District information relating to the environmental and other regulatory conditions of the Alameda Point Property. The District has had the opportunity to conduct due diligence it deemed appropriate to satisfy itself as to the suitability of the Alameda Point Property for its potential future uses and the City makes no representations in that regard. The Parties acknowledge and agree that the Alameda Point Property is being conveyed and accepted "as is". Any development of the Alameda Point Property is subject to the requirements of the Economic Development Conveyance memorandum of Agreement dated June 6, 2000 as amended on July 31, 2001 and January 18, 2012 and as may be amended in the future.

4. District Rescission of Deed From City to District of Tidelands Parcels. Within twenty (20) business days of the Effective Date, the District shall execute and deposit into Escrow, a rescission of deed mutually acceptable to the District and the City rescinding the City's Grant Deed to the Tidelands Parcels which is generally depicted in the map attached as Exhibit "B."

5. Funding of Encinal High School Pool Renovations. Within twenty (20) business days of the Effective Date, the City shall place \$750,000 into an escrow account available for the District to use for costs related to the Encinal High School Pool Renovations project. The City and District shall cooperate with each other to establish the escrow fund and mutually acceptable withdrawal procedures. The

City and the District acknowledge and agree that the combination of this \$750,000 contribution and other cash consideration being received by the District pursuant to this Agreement will support the District in constructing the planned Encinal High School Pool Renovations. It is further understood and agreed between the City and the District that no withdrawal will be made from this escrow fund by the School District until the School District has expended \$1.15 million of School District funds toward the Encinal High School Pool Renovations project.

6. City's Property Management Services for Alameda Point Property.

- 6.1. The City currently manages property it owns and property it leases through a Lease in Furtherance of Conveyance with the United States government at Alameda Point. Upon the District's acceptance of the Authority's conveyance of the Alameda Point Property the City shall continue managing the District's Alameda Point Property at its current level of service for a period not to exceed ten (10) years from the date of the District's acceptance of the deed from the Authority.
- 6.2. The City's obligation to provide these services shall terminate earlier than the ten (10) year period for any portion of the Alameda Point Property that the District conveys, exchanges, leases, develops, renovates, or improves.
- 6.3. In the event that other than minor repairs are needed at the Alameda Point Property, the City will be responsible for advancing needed funds on the condition that the District reimburses the City for any such advancements at a subsequent sale or transfer of the affected property or at commencement of improvements of the affected property by the District for its own account. The City and District will enter into a mutually acceptable Indemnity Agreement whereby the District will provide the City evidence of general liability insurance covering possible incidents at the Alameda Point Property for a maximum amount of \$1 million.

7. Escrow. Within ten (10) business days of the Effective Date, escrow ("Escrow") shall be opened with First American Title Company, Pleasanton, CA ("Escrow Agent") by depositing this Agreement with the Escrow Agent. The Parties shall provide the Escrow Agent with Joint Escrow Instructions as to recordation of documents and delivery of necessary documents and funds to the individual parties. The following documents must be executed for Escrow to close:

- 7.1. Fully executed Assignment Agreement;
- 7.2. Fully executed quitclaim deeds for the Alameda Point Property
- 7.3. Fully executed grant deed for the Island High School site;
- 7.4. Fully executed Indemnity Agreement;

- 7.5. Evidence that \$750,000 has been deposited by the City into an escrow fund mutually acceptable to the City and the District; and
- 7.6. Wire transfer of funds from the Authority to the District in the amount of the purchase price established by the Exchange and Sale Agreement.

The Parties agree to execute, deliver, and be bound by any reasonable or customary supplemental escrow instructions of Escrow Holder, or other instruments as may reasonably be required by Escrow Holder, in order to consummate the transaction contemplated by this Agreement.

8. Further Cooperation. The Parties agree that each shall cooperate fully with the others to implement this Agreement and shall execute, acknowledge and deliver each to the others any documents as may be reasonably necessary or proper to discharge full performance of this Agreement.
9. Notices. Any notices required under this Agreement shall be in writing and may be emailed with written confirmation from the receiver, personally delivered, or sent by certified or registered US mail. Notices confirmed by email shall be deemed received upon the date of written confirmation. Notices personally delivered shall be deemed received on the date delivered. Notices sent by US mail shall be deemed received three (3) calendar days after deposit in the US mail. For any notice to conform to the requirements of this Agreement, it must be addressed as follows:

To the City:

City Manager
City of Alameda
City Hall
2263 Santa Clara Avenue
Alameda, CA 94501
Email: jrusso@alamedaca.gov
Phone: 510-747-4700

With a copy to:

City Attorney
City of Alameda
City Hall
2263 Santa Clara Avenue
Alameda, CA 94501
Email: attorney@alamedaca.gov
Phone: 510-747-4750

To the Authority:

Executive Director
Housing Authority
701 Atlantic Avenue
Alameda, CA 94501
Email: mpucci@alamedahsg.org
Phone: 510-747-4320

With a copy to:

Jennifer Bell, Esq.
Goldfarb and Lipman LLP
1300 Clay St., 11th Floor
Oakland, CA 94612
Email: jbelle@goldfarblipman.com
Phone: 510-836-6336 exr.621

To the District:

Superintendent
Alameda Unified School District
2060 Challenger Drive
Alameda, CA 94501
Email: kvital@alameda.k12.ca.us
Phone: 510-337-7101

With a copy to:

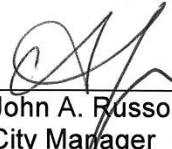
Catherine G. Boskoff, Esq.
Orbach Huff Suarez & Henderson
LLP
One Kaiser Plaza, Ste. 1485
Oakland, CA 94612
Email: cboskoff@ohslegal.com
Phone: 510-379-4092

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action to enforce this Agreement shall only be brought and maintained in the County of Alameda Superior Court, State of California. Each party expressly waives its right, under part II, title IV of the California Code of Civil Procedure to cause any such actions or proceedings to be instituted or prosecuted elsewhere.
11. Counterparts. This Agreement may be signed in more than one counterpart with all required signatures taken together constituting one fully executed document.
12. Specific Performance. The Parties do not waive the right of specific performance if permitted by law. The Parties expressly recognize that specific performance shall be available to enforce performance of this Agreement.
13. Waiver. No waiver of any provision of this Agreement shall be considered a waiver of any other provision or of any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by the Parties of any remedy provided in this Agreement or at law shall not prevent the exercise by that entity of any other remedy provided in this Agreement or at law or in equity.
14. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors. This Agreement may be not assigned by any of the parties. There are no third party beneficiaries.
15. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or the intention of the Parties.
16. Disputes. A dispute which cannot be resolved by the Parties' representatives shall be submitted to non-binding mediation prior to any legal action being initiated. The mediator's fees shall be divided equally between the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the Effective Date.

CITY OF ALAMEDA

Approved as to Form:

By:  John A. Russo
City Manager

Alexander Nguyen
Assistant City Manager

By:  Janet C. Kern
City Attorney

ALAMEDA HOUSING AUTHORITY


Approved as to Form:

By:  Michael T. Pucci
Executive Director

By:  Jennifer Bell, Esq.

ALAMEDA UNIFIED SCHOOL
DISTRICT

Approved as to Form:

By:  Kirsten Vital
Superintendent

By:  Catherine G. Boskoff, Esq.

Exhibits:

- A – Map generally depicting the 20-acre Alameda Point Property
- B – Map generally depicting the Tidelands Parcel

Exchange Property



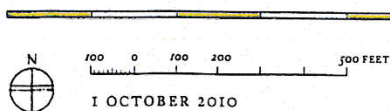
PBC Parcel



ALAMEDA POINT
CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA



EXHIBIT A



URBAN DESIGN ASSOCIATES

Site Constraints
Del Monte & Encinal Terminal Concept Plan | Alameda, CA

EXHIBIT B

EXHIBIT C TO MOU

Exhibit C

