

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is entered into by the City of Alameda (“City”) and Greenway Golf Associates, Inc. (“Greenway”) (collectively, the “Parties”, and individually, a “Party”) as of June 2, 2026 (the “Reference Date”).

RECITALS

A. The City and Greenway are parties to a Lease Agreement dated August 1, 2012, as amended by a First Amendment to Lease dated March 28, 2018, a Second Amendment to Lease dated June 16, 2021, and a Third Amendment to Lease dated September 10, 2021 (as amended, the “Lease”), pursuant to which Greenway leases and operates the Chuck Corica Golf Complex (“Golf Complex”) in Alameda, California.

B. On May 31, 2022, the City filed a lawsuit against Greenway, Alameda County Superior Court Case No. 22CV011964 (the “Litigation”), alleging that Greenway had breached, and continued to breach, multiple provisions of the Lease. The City later filed a First Amended Complaint on December 21, 2021 and a Second Amended Complaint on April 5, 2024.

C. On September 9, 2022, Greenway filed a Cross-Complaint against the City in the Litigation alleging that the City failed to pay attorneys’ fees for an ADA lawsuit filed by Abdul and Priscilla Navarez, failed to pay costs related to paving the parking lot (“Parking Lot”) and that the City had breached, and continued to breach, multiple provisions of the Lease.

D. On February 3, 2026, the City made demand on Greenway for certain fines, costs, and damages resulting from a sewer line rupture near Island Drive (“Main Break”) allegedly caused by Greenway, as outlined in the demand letter attached hereto as Exhibit A.

E. On May 11, 2026, Greenway submitted a letter to City denying the City’s allegations concerning the Main Break and making a Government Code Claim against the City in connection with the Main Break, which attached as Exhibit B.

F. In addition, Greenway and the City have submitted multiple further demands to each other pertaining to the Parking Lot, attached as Exhibit C, including allegations of delays in paving the parking lot, alleged defects in design of the lot, including inadequate drainage, and failure to maintain lighting fixtures.

G. In 2026, Greenway has further alleged that the City violated the Ralph M. Brown Act (Government Code section 54950 *et seq.*) in conducting its City Council meetings.

H. Between 2021 and 2026, the City sent Greenway a series of notices of default, notices of violation and demand letters, all attached herein as Exhibit D (collectively, the “City Demand Letters”), concerning appointment of a general manager; tree maintenance; monthly and annual financial statements; discounted greens fee rates for City residents, City resident seniors and students; slough cleaning; construction schedules; transfer of majority share of Greenway equity interests (“Consent to Transfer Issue”); audits of Greenway records (“Audit Issue”); attendance at Golf Commission meetings, graffiti with gang tags; delivery of an annual plan;

designation of Greenway representative and person responsible for inquiries and complaints; and parking lot lights.

I. All of the claims and disputes described in Recitals B. through H. above, including claims underlying the City's Complaints and Greenway's Cross-Complaint in the Litigation, the City Demand Letters, and the claims related to the Brown Act, the Main Break, and the Parking Lot, including the Consent to Transfer Issue and Audit Issue, are collectively referred to herein as the "Dispute".

J. On May 27, 2026, the Parties agreed to the provisions of a written Term Sheet outlining the terms of a potential resolution to the Dispute. That Term Sheet is memorialized in this Agreement.

K. Subject to satisfaction of the Conditions Precedent to Effectiveness described below, it is the desire of the Parties to this Agreement to effect a full and complete compromise, settlement, and resolution of the Dispute between the Parties, and to work toward a cooperative and collaborative working relationship that will benefit the Parties and the community of Alameda, as a whole.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the Parties agree as follows:

1. Condition Precedent to Effectiveness. This Agreement shall become effective only when and if all of the following conditions (collectively, the "Conditions Precedent to Effectiveness") have been satisfied:

- 1.1 The City and Greenway have negotiated and drafted a Restated Lease to include the terms set forth in Paragraph 3 below, in a form mutually acceptable to the Parties and presented such Restated Lease to Greenway's authorized officer and the City's City Council for approval each in its sole discretion; and
- 1.2 Greenway shall have approved the Restated Lease and a duly authorized Greenway official shall have executed the Restated Lease on behalf of Greenway; and
- 1.3 The City Council of the City shall have adopted an ordinance ("Restated Lease Approval Ordinance") approving the Restated Lease, the Restated Lease Approval Ordinance shall have become effective, and a duly authorized City official shall have executed the Restated Lease on behalf of the City; and
- 1.4 All applicable appeal periods for the filing of any administrative or judicial appeal challenging the effectiveness of this Agreement, the Restated Lease and the Restated Lease Approval Ordinance shall have expired and no such appeal shall have been filed, or (i) if such an administrative or judicial appeal is filed, this Agreement, the Restated Lease and the Restated Lease Approval Ordinance, as applicable, shall have been upheld by a final decision in each such appeal without

adverse effect on this Agreement, the Restated Lease or the Restated Lease Approval Ordinance; and (ii) if a referendum petition relating to this Agreement, the Restated Lease and/or the Restated Lease Approval Ordinance is timely and duly circulated and filed, certified as valid and the City holds an election, the date the election results on the ballot measure are certified by the City in the manner provided by applicable law reflecting the approval by voters of this Agreement, the Restated Lease or the Restated Lease Approval Ordinance, as applicable.

The “Effective Date” of this Agreement shall be the date on which the last of the above conditions in subparagraphs 1.1 through 1.4 above is satisfied. If, for any reason, this Agreement has not become effective by September 30, 2026, or such later date as the Parties may mutually agree (the “Outside Date”), this Agreement shall automatically terminate and thereafter: (i) neither Party shall have any further rights or obligations hereunder, and (ii) the Parties shall stipulate for the scheduling of a trial-setting conference at the earliest date available on the Court’s calendar.

2. No Payment. Subject to Paragraph 1 above, the Parties agree that here shall be no payment made by either Party in connection with the Dispute. The Parties shall be responsible for any and all costs, attorneys’ fees, and expenses that they respectively incurred pertaining to the Dispute prior to the Effective Date of this Agreement.

3. Restatement of Lease. The Parties shall use diligent good faith efforts to negotiate and draft and present to the City Council and Greenway authorized officer for consideration of approval prior to the Outside Date an Amended and Restated Lease (“Restated Lease”) in a form mutually acceptable to the Parties each in its reasonable discretion, which Restated Lease shall include and address only the following:

3.1 Capital Reserve Fund Payments. Neither Party will have any obligation to make contributions to the Capital Improvement Reserve Fund. All references in the Lease to the Capital Improvement Reserve Fund and Capital Reserve Payments will be deleted from the Restated Lease.

3.2 City Audit Rights. The City’s audit rights under the Lease will be clarified in the Restated Lease as follows:

i. City will have the right to audit Greenway’s records of Gross Revenues for up to three prior year(s) to confirm accuracy of the data contained in the statement submission detailing the previous calendar year(s) Gross Revenue receipts for the purposes of calculating Greenway’s percentage rent payments. Except as otherwise set forth in subparagraph (ii) below with respect to the City’s right to require Greenway to provide audited financial statements, the City shall not have the right to audit any other aspect of Greenway’s business operations or financial records. For avoidance of doubt, nothing in this paragraph 3.2 shall be deemed to limit City’s right to enter and inspect the Premises under Section 3.3 of the Lease.

ii. The Restated Lease will provide that the City, at least 120 days prior to the end of any Greenway fiscal year ending on December 31, and not more than

once per year, may request that Greenway instruct its then current Qualified Accounting Firm to prepare audited financial statements with respect to Greenway's Golf Complex operations for the current fiscal year with the costs of such accounting/auditing work to be paid 50/50 by Greenway and the City. As used herein "Qualified Accounting Firm" means an accounting firm which regularly undergoes either Public Company Accounting Oversight Board (PCAOB) Inspection or American Institute of Certified Public Accountants (AICPA) Peer Review and is expressly referenced in the Restated Lease as a Qualified Accounting Firm. As of the Restated Lease Effective Date, the Qualified Accounting Firms are: Deloitte LLP, PwC, Ernst & Young, KPMG, RSM, Moss Adams (Greenway's current accounting firm), Baker Tilly, BDO USA, Grant Thornton, Cohn Reznick LLP, Eisner Advisory Group LLC, Andersen, Armanino Advisory LLC, Holthouse Carlin & Van Trigt LLP, BPM LLP, Novogradac & Company LLP, Frank Rimerman + Co. LLP, Sensiba LLP, Gursej Schneider LLP, Miller Kaplan, and GHJ. Upon request of either Party, but not more frequently than once every 5 years, the foregoing list shall be updated to replace firms that have been merged out or dissolved or are no longer appropriate to retain on the list with new firms comparable to those set forth in the original list of firms. Upon making a request for audited financial statements, the City shall execute an engagement letter with the Qualified Accounting Firm and take responsibility for directly paying the Qualified Accounting Firm City's portion of the fees for such audited financial statements. Upon the City's execution of the engagement letter and delivery of a copy thereof to Greenway, Greenway will cause its Qualified Accounting Firm to commence work of preparing audited financial statements for the then current fiscal year and to complete and deliver such audited financial statements to Greenway as soon as reasonably practicable following the end of such fiscal year but in any event within no more than 5 months following the end of such fiscal year. Promptly following receipt of such audited financial statements, Greenway shall cause the financial statements to be made available to the City's Finance Director or their single designee ("City's Finance Officer") for confidential inspection and review at Greenway's or its Qualified Accounting Firm's Bay Area offices. Greenway shall make its Qualified Accounting Firm's accountant/auditor available to respond to questions the City's Finance Officer may have during such inspection and review. The City acknowledges and agrees that any and all audited financial statements and related financial work papers (collectively, "Financial Records") shall be considered proprietary confidential business records of Greenway and therefore the City shall not be permitted to copy, transcribe or otherwise remove any Financial Records from the site of the inspection and review. Prior to reviewing any Financial Records, the City's Finance Officer shall enter into a confidentiality agreement with Greenway in a form reasonably acceptable to Greenway. The confidentiality agreement shall permit the City's Finance Officer to share with the City Council, City Auditor, City Attorney, City Manager, the City's outside legal counsel and other department head level City officials the audit-related opinions and findings (i.e. whether Greenway has received an unqualified opinion, qualified opinion, adverse opinion or disclaimer of opinion and, if Greenway receives an adverse opinion or disclaimer of opinion the reasons why Greenway's Qualified Accounting

Firm has issued such an opinion) and no other information from the audit or the Financial Records. For avoidance of doubt, the City's Finance Officer will be prohibited from sharing or disseminating to any person or entity all or any portion of the financial results of Greenway's Corica Park business operations, including information related to Greenway's income statement, profitability, dividend policy, cost structure, salary structure, the terms of vendor contracts, balance sheets, capital lease and all other details included in the Financial Records, all of which are confidential and proprietary. Nothing herein or in the confidentiality agreement shall be deemed to prevent the City's Finance Office from providing evidence of fraud or gross financial irregularities to appropriate law enforcement officials or federal or state regulatory agencies.

iii. The Parties shall revise Sections 5.6 and 5.7 of the Lease to conform to the above by, among other things, revising the introductory paragraph of Section 5.7 and subparagraph (b) of Section 5.7 to read as follows (deletions shown in ~~strikeout~~; additions in double underlining):

“5.7 Audit. The City reserves the right to designate its representatives who shall have the right to audit ~~Tenant's accounting procedures and internal controls of Tenant's financial systems~~ and to examine any books, records, statements or supporting documentation as it relates to Gross Revenues from the operation of the Premises for the prior three years, or any other items set forth in this Agreement. All such audits and examinations shall be undertaken by City's representatives at reasonable times as agreed by the parties and in conformance with generally accepted auditing standards. Tenant agrees to fully cooperate with all such audits and examinations of Gross Revenues.”

“(b) Internal controls on the receipt and recording of all cash receipts, and all other operational financial and accounting controls and procedures as they relate to Gross Revenues are subject to the approval of the City. At a minimum, the internal control of cash shall include an electronic cash register Point of Sale with an auditable daily tape, daily reconciliation of the cash deposit and sales, issuance of a physical dated receipt to every client, a daily activity report, ~~listing number of rounds, total collections, buckets of balls sold~~ and a monthly summary report. The monthly summary report shall be submitted within twenty (20) days of each month end or twenty (20) days of the last day of each month. An annual ~~financial statement prepared by a certified public accountant in accordance with GAAP~~ Gross Revenue report detailing all Gross Revenues income and calculating the Percentage Rent due for each Lease Year, shall be submitted within ~~thirty (30)~~ sixty (60) days of the closing of the Lease Year.”

3.3 Greens Fees. Greenway's greens fee increases for residents, as outlined in Greenway's memorandum to Justin Long, City of Alameda, dated November 19, 2025, and attached as Exhibit E, shall become effective immediately upon the execution of this Agreement.

In addition, Section 3.2 (b) of the Lease will be amended to read as follows (added text shown as double underlined, deleted text shown in ~~strikeout~~):

“(b) determine all greens fees, cart fees, driving range fees, annual fees (if any), initiation fees (if any), membership dues (if any) and all other ~~fees and~~ charges associated with the operation of the Premises, except that Tenant shall provide (i) discounted greens fees to City residents, City resident seniors, and youth students in accordance with a rate schedule reasonably approved by City, with such approval not being denied if the rates proposed by Tenant are; and (ii) free golf for City's three public school golf teams at times reasonably necessary to accommodate the teams' practice schedule excluding peak days, peak periods and holidays; and (iii) one free tournament per year for the non-profit Friends of the Park (“City Benefits”) on a date and time mutually agreeable with Tenant. Tenant may increase the discounted City resident, City resident senior, and youth greens fee rates from time to time using Tenant's business judgment; provided, however, (1) the discounted rates shall not be increased between January 1, 2027 and December 31, 2027, and, thereafter, shall not be increased more than once per year; (2) any year-over-year increase shall not exceed the greater of 8.0% or the percentage increase in the San Francisco-Oakland-Hayward CPI-U Index – All Items All Urban Consumers (or comparable successor index) (“CPI-U Index”), published by the United States Department of Labor, Bureau of Labor Statistics over the prior 12 month period; (3) the discounted greens fee rates offered to City residents, City resident seniors and youth at the South Course shall be lower at all times than the discounted rates offered by Greenway at the North Course; and (4) City resident rates shall at all times be at least 10% less than the prevailing highest non-City resident rates, City resident senior rates shall at all times be at least 10% less than non-senior City resident rates, and youth rates shall at all times be at least 10% less than City resident senior rates. For avoidance of doubt a \$1 difference between the discounted greens fee rates at the South Course compared to the discounted rates at the North Course shall be deemed to meet the requirement in clause (3) above. For further clarification, the above conditions (1), (2), (3) and (4) shall be the only criteria applicable to the setting of discounted City resident, City resident senior and youth greens fee rates.”

Greenway shall ensure that City residents, City resident seniors, and youths have the same rights and opportunity to book, at their respective discounted rates, as non-City residents in every booking window on the Corica Park website (“booking window”) which shall continue to offer tee time bookings between 0 and 90 days.

City and Tenant acknowledge and agree that the following advance booking policies, are currently in effect, and are acceptable:

(1) 0-7. For tee time reservations made 0 - 7 days in advance of the desired date of play, City residents, City resident seniors, and youth shall pay the then applicable discounted greens fees established per the terms of this Section 3.2(b). City residents, City resident seniors, and youths shall have the same rights and opportunity to book during this booking window, at their respective discounted rates, as non-City residents. No booking fee shall be charged during this window for City residents, City resident seniors, and youths.

(2) 8-90. For tee time reservations 8 - 90 days in advance, Greenway may charge an advance booking fee in an amount established by Greenway from time to time. The advance booking fee shall be non-refundable and will not be credited towards greens fees payable by the golfer. Greenway’s imposition of the advance booking fee shall be consistent across all categories of golfers, including non-City residents, City-residents, City resident seniors, and youth. Discounted greens fee rates will be applicable for City residents, City resident seniors and youth in this booking window. Subject to payment of the non-refundable advance booking fee, City residents, City resident seniors, and youths shall have the same rights and opportunity to book during this booking window, at their respective discounted rates, as non-City residents.

Greenway shall have the right to change its advance booking window policies from time to time, however, any updated or new policy shall continue to guarantee City residents, City resident seniors, and youth the same rights and opportunity to book, at their respective discounted rates, as non-City residents, in every booking window. Greenway shall not impose any charge or fee upon City residents, City resident seniors, and youths (e.g., advance booking fees) that is higher than those imposed upon non-City residents.”

- 3.4 Golf Commission Meetings. Greenway shall not be required to prepare agendas or minutes for Golf Commission meetings and Greenway's designated representative shall be permitted to attend Commission meetings virtually but shall have no obligation to attend if City Council or Golf Commissioners breach the non-disparagement clause described in Paragraph 3.13 below. Applicable sections of the Lease shall be revised to reflect these changes.
- 3.5 Meet and Confer. Greenway and the City agree to meet and confer over a period of not less than 20 business days prior to (i) the City issuing a Notice of Violation or any other demand letter with respect to the Golf Complex, and (ii) either Party declaring a default under the Restated Lease, other than a monetary default arising from Greenway's failure to timely pay rent. The Parties shall make their authorized representatives available to attend at least two meetings over such 20-business day period. The representative of each Party that attends the meet and confer shall be an authorized decision maker for the respective Party.
- 3.6 Expansion of Mandatory Alternative Dispute Resolution. Section 19 of the Lease requires mediation and, if mediation is unsuccessful, binding arbitration of certain specified "ADR Issues." To minimize the potential for future disputes the Parties will amend Section 19 as follows:
- i. Mediation. The scope of the Section 19.2 mediation clause will be expanded to require mediation of any and all disputes (other than failure to pay rent or situations involving imminent threat to public health or safety) before either Party can initiate litigation.
 - ii. Binding Arbitration. The scope of the mandatory binding arbitration clause in Section 19.3 will be expanded to cover the following additional "ADR Issues": (a) disputes over timing or extent of required maintenance, including slough cleaning and tree trimming; (b) disputes concerning the completeness of the data and information presented in Tenant's monthly and annual reporting statements, and (c) disputes regarding Corica Park physical infrastructure-related issues. For avoidance of doubt, disputes over failure to pay rent or situations involving imminent threat to public health or safety shall not be subject to binding arbitration.
- 3.7 Screening Rights. Greenway, at its expense, will be permitted to plant vegetation outside of the fence consistent with current practice to screen on all four sides of the view of the sewage pump station which the City has installed at the Corica Park entrance. Maintenance of such screening vegetation shall be Greenway's sole responsibility.
- 3.8 Amendment of Section 3.6(a). Subsection 3.6(a) of the Lease will be revised to allow Greenway to periodically close all or a portion of any course as reasonably

necessary for general maintenance purposes and to rest and preserve the condition of the tee boxes and/or greens and/or fairways.

- 3.9 Title Report. The City shall provide Greenway with a current Title Report to replace the Title Report attached to the Lease as Exhibit G.
- 3.10 Tenant Improvements; Amendment of Section 9 and Exhibit E. Section 9 of the Lease shall be amended and restated to read as follows:

“9. TENANT IMPROVEMENTS.

9.1 General Requirements. To the extent Tenant desires to construct any tenant improvements or undertake material modifications to one or more of the golf courses, Tenant, at its sole cost and expense, shall be responsible for obtaining all governmental approvals and permits required under applicable law, including building permits, grading permits, design review permits, environmental review, conditional use permits and any other land use entitlements and permits, as applicable. Tenant shall ensure that all contractors performing or undertaking the work of tenant improvements or golf course modifications are properly licensed.

9.2 Trucking Requirements. To the extent Tenant constructs any tenant improvements or undertakes material modifications to one or more of the golf courses, Tenant shall submit a trucking route and scheduled hours for delivering and removing construction materials to and from the Premises. The trucking route must comply with the City’s most current approved trucking route per the General Plan. All construction deliveries must be made through the Harbor Bay Parkway and not Island Drive. Tenant shall be responsible for repairing any portion of any public road that is damaged due to Tenant’s construction deliveries.”

Exhibit E to the Lease will be substantially amended to delete all references to the Repairs and Rehabilitation work which has been completed and narrow the scope of the City’s review of golf course modifications to only the following: modifications to the North Course, South Course, Driving Range, or Mif 9 Hole which (i) involve a material reconfiguration of the then existing layout of the North Course, South Course, Driving Range or Mif 9 Hole, as applicable, and (ii) are reasonably anticipated to cost in excess of \$1 Million Dollars, which amount shall be subject to increase by the percentage increase in the CPI-U Index on the first anniversary of the Restated Lease Effective Date and each year thereafter. Exhibit E will be further clarified to provide that the City shall have no additional review or approval rights (beyond those available to the City through its usual land use entitlement and permitting processes) over construction of new buildings or structures or the remodeling or construction of additions to existing buildings or structures.

- 3.11 Amendment of Section 4.6. Section 4.6 of the Lease will be amended to define Lease Year as calendar year.
- 3.12 Amendment of Section 6 of First Amendment to Lease. Section 6 of the First Amendment shall be deleted in its entirety and replaced in the Restated Lease with a new Section, titled “Parking Lot,” which provides as follows: “Ongoing maintenance of the parking lot and parking lot fixtures shall be the sole responsibility and obligation of Tenant; provided, however, until the 4th anniversary of the Effective Date, City shall be responsible for any and all ADA claims brought by any third-party alleging that City’s corrective parking lot work, including replacement ramp, performed in connection with settlement of the Navarez lawsuit failed to comply with applicable laws in effect at the time City performed such corrective work. From and after the 4th anniversary of the Effective Date, City shall have no further responsibility for claims arising from alleged inadequacy of such City corrective work.”
- 3.13 Addition of Non-Disparagement Clause. The Restated Lease shall include a non-disparagement clause consistent with Paragraph 17 below.
- 3.14 Terms to be Deleted. The following provisions of the Lease will be deleted because the obligations described in the Lease have been met or are otherwise being modified in the Restated Lease:
- Summary of Information; Section 3
 - Summary of Information; delete all references to Metropolitan and Monarch Bay Golf Courses
 - Summary of Information; Section 6.5
 - Summary of Information; Section 7
 - Section 2.1
 - Section 2.2
 - Section 3.6(b)
 - Section 3.6(f)
 - Section 4.3
 - Section 5.2
 - Section 6.3(b)
 - Section 10(iii)

- Section 18.2(d)
- Exhibit B-1
- Exhibit B-2
- Exhibit C
- Exhibit D

4. Mutual Releases of Claims. Subject to Paragraph 1 above, the Parties and their agents, servants, officials, owners, directors, successors and assigns, attorneys, employees, and any other person or legal entity charged with responsibility on behalf of that Party, hereby forever forgo, waive, release, and relinquish any and all claims, disputes, or rights to pursue a claim or lawsuit or any other action against the other Party and its agents, servants, officials, owners, directors, successors and assigns, attorneys, employees, and any other person or legal entity charged with responsibility on behalf of that Party related to the Dispute (“Releasees”). For the interest of clarity, the City of Alameda’s City Council and its elected and appointed officials, boards, departments, officers, and employees shall be Releasees.

5. General Release. The Parties understand, acknowledge, and agree that it is possible that other injuries, property damages or claims arising from the Dispute not known now will develop or be discovered, or consequences or results of known injuries and all other special and general damages or property damages or any other claims may develop, worsen or be discovered, and this final compromise and release is expressly intended to cover and include, and does cover and include, any past, present and future injuries, aggravation of existing injuries and all other special and general injuries and damages or any and all past, present, and future claims existing as of the time of this Agreement, future consequences or results of known or unknown injuries, property damages or claims, including all rights, claims or causes of action based thereon that relate to the Dispute or that could have been brought by either party in the Litigation.

The Parties acknowledge the provisions of section 1542 of the Civil Code of the State of California, and hereby knowingly waive the benefit of such provisions on its behalf, and with its understanding that said section provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

6. Dismissal of Lawsuits. Subject to the Court’s approval, the Parties agree to stay the Litigation until the earlier of satisfaction of the Conditions Precedent to Effectiveness or the Outside Date. Upon the satisfaction of all of the Conditions Precedent to Effectiveness, the Parties agree to dismiss their respective lawsuits related to the Litigation in their entirety with prejudice, and release, waive and discharge each cause of action alleged in any of the pleadings in any or all

of the Litigation. City and Greenway will direct their counsel to sign, file and process dismissals with prejudice of their lawsuits in connection with the Litigation, within five (5) business days after the Effective Date of this Agreement. The Parties shall also jointly request the Court set an Order to Show Cause re Dismissal hearing for the first two weeks of October 2026.

7. Authority. The Parties hereby warrant that each have not assigned, transferred, encumbered or hypothecated any claim of right or cause of action which is the subject matter of this Agreement. The Parties hereby represent that they have absolutely no knowledge that any other person has assigned, transferred, encumbered or hypothecated any claim of right or cause of action which is the subject matter of this Agreement.

8. Time is of the Essence. Time is of the essence for this Agreement.

9. Assignment. This Agreement, and any rights or obligations pursuant to it, are not assignable by any Party without written consent of the other Party.

10. Legal Representation. The Parties acknowledge that they each have been represented by counsel in the negotiation and drafting of this Agreement, and that this Agreement will not be construed against any Party on the basis of that Party having responsibility for the drafting of this Agreement. Each Party acknowledges that they have discussed this Agreement with their counsel, been advised of and understand its meaning, and have been advised of and understand its legal consequences. Each Party freely and voluntarily enters into this Agreement and assumes the responsibility of its legal consequences.

11. Choice of Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California. The venue for any enforcement of the terms of this Agreement shall be either Alameda County Superior Court or the Federal District Court for the Northern District of California.

12. Attorneys' Fees. Each Party shall bear its own fees and costs arising from the Litigation and any of the Disputes referenced herein, as well as for any disputes or claims arising from this Agreement or either Party's efforts to enforce the terms of this Agreement.

13. Counterparts. This Agreement may be executed in one or more digital counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. A faxed, copied and/or other electronic representation/impression of Greenway and the City Attorney for the City of Alameda's original signatures on this original document or on a faxed, copied, and/or other electronic representation/impression of said signatures shall have the same legal force and effect as any of the original signatures and the original document.

14. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof, fully supersedes any and all prior understandings, representations, warranties and agreements between the Parties hereto, or any of them, pertaining to the subject matter hereof, including the Term Sheet, and may be modified only by written agreement signed by all of the Parties. The Parties further declare and represent that no promise, inducement, or agreement not otherwise expressed herein has been made to or relied upon by them in entering into this Agreement.

15. Non-Admission. The Parties acknowledge that all claims, disputes and causes of action of both Parties (whether past, present, or future), including with respect to existing facts, are disputed and, therefore, this Agreement is not intended to be and shall not be treated as an admission of fact, liability, or responsibility in any manner whatsoever. This Agreement is the result of a compromise, and is not and shall not be considered as an admission of the truth of the allegations, claims, or contentions of either Party to this Agreement against any other Party to this Agreement. Each of the Parties to this Agreement deny all such allegations, liabilities, and responsibilities.

16. Commitment to Professional Working Relationship. The City and Greenway value a professional working relationship and expect future interactions and operations to proceed in accordance with the terms of the Restated Lease and shall commit to resetting the relationship and engaging with each other in a collaborative and solution-oriented manner in service of the Golf Complex and the community.

17. Non-Disparagement. The Parties agree not to disparage each other, including their respective officers, employees, elected and appointed officials, in the course of their relationship following execution of this Agreement. The City's non-disparagement obligations will include all elected and appointed City bodies, acting in their official capacities, including the City Council and the City's Golf Commission. This limitation shall not apply to elected and appointed City officials acting in their individual capacities. Greenway's non-disparagement obligations will include all Greenway board members, executives, employees and agents acting on behalf of Greenway and not in their private capacities. For the purposes of this Paragraph 17, disparage and disparagement shall be defined to mean "libel" or "slander" under California law.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Reference Date first set forth above. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the entity on whose behalf the person is signing.

PLEASE READ CAREFULLY. THIS FULL AND FINAL SETTLEMENT AGREEMENT AND RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

[Signatures on next page]

Greenway Golf Associates, Inc.:

Umesh Patel

Umesh Patel, CEO, for Greenway

City of Alameda:


Yibin Shen, City Attorney, for the City

APPROVED AS TO FORM:

Jill N. Jaffe
Jill N. Jaffe, counsel for the City of Alameda

Gerald J. Ramfiza
Gerald J. Ramfiza, counsel for Greenway

Exhibit A

City letter from Erin Smith to Umesh Patel dated February 3, 2026



City of Alameda, California

To: Greenway Golf Associates

From: Erin Smith, City of Alameda Public Works Director

Date: February 3, 2026

Subject: Sewer Force Main Damage and Emergency Response

Dear Umesh Patel,

This letter provides notice to Greenway of the City's intent to seek damages and cost reimbursement from Greenway resulting from Greenway's unlawful excavation on or about November 13, 2025, which resulted in damage to the City's sewer force main and the subsequent discharge of sewage into the adjacent slough. The City was forced to incur and will continue to incur significant costs to repair and remediate the damage and discharge.

Summary of Events

According to information provided by Vinny Paul, Greenway's Maintenance Superintendent for Corica Park, on November 10, 2025, Greenway staff first observed a "wet spot" on the cart path near the intersection of Island Drive and Robert Davey Jr. Drive. This was not reported to the City, and no photo documentation has been provided to date.

On November 13, 2025, Greenway staff began excavating to determine the source of the "wet spot".

At approximately 6:30 AM, Greenway staff were unable to control the flow in the excavation and began using two 290 gallons per minute pumps to discharge directly into the golf course sloughs.

At 7:23 AM, Greenway staff contacted City Public Works staff to let us know that they had been excavating to locate a leaking irrigation line but were unable to control the water flow. Vinny Paul requested assistance from the City in identifying the source of the water.

At 7:51 AM, City staff arrived and observed two portable pumps dewatering a deep excavation near the golf cart path and pumping discharged water into the slough (Exhibit 1). City staff immediately smelled the strong odor of sewage. The excavation contained black water and exhibited bubbling consistent with a pressurized force main failure.

At 6:00 AM on November 14, City staff were required to close Island Drive due to the unlawful excavation and damaged sewer force main. Island Drive was not reopened until 5:00 PM that day.

Public Works Department
950 W. Mall Square, Room 110
Alameda, California 94501
510.747-7930 Fax 510-769-6030 TTY 510-522-7338

1

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Violation of Excavation Requirements

There is no record that Greenway staff requested an Underground Service Alert (USA) prior to excavation. Government Code §4216.2 requires notification to the City of an USA at least two working days before excavating. The only exception is for an “emergency,” defined as a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to life, health, property, or essential public services. A wet spot on a pathway does not meet this definition, and the three-day delay between observing the wet spot (Nov. 10) and excavating (Nov. 13) further indicates this was not treated as an emergency. Even if it had been, emergency USA tickets are available and would have triggered expedited utility marking.

Without a USA ticket, the excavation proceeded to a depth of approximately eight feet, at which point the City’s force main was struck by the excavator (see photographic documentation in Exhibit 2). The square openings at the top of the pipe are teeth marks from the golf course’s excavator.

Unlawful Discharge to Surface Waters

The slough where Greenway staff pumped water is classified as surface water under the City’s Waste Discharge Requirements (WDR). Pumping sewage-contaminated water into this slough constitutes a violation of the Clean Water Act, the WDR, and the City’s Consent Decree obligations.

If the golf course had initiated a USA ticket, the City would have marked the force main, depressurized the line, installed bypass pumping, and safely hand-excavated the area—avoiding the damage that resulted from Greenway staff’s excavation.

Based on pump rates and run times, the discharge by Greenway staff resulted in approximately 46,980 gallons of sewage-contaminated water entering surface waters. This is in addition to an estimated 8,490 gallons released from the wet spot observed by Greenway staff between November 10 and November 13.

On November 13, 2025, a second, brief discharge occurred later in the day due to initial bypass capacity limitations during the City’s emergency response.

Environmental Impacts

Water quality sampling for enterococcus and ammonia showed significant impacts from the point of discharge extending to San Leandro Bay. As required by state regulation, additional water quality sampling was conducted until the impact of the spill was no longer present. Four rounds of sampling were conducted with the results included as Exhibit 3. City staff immediately posted public warning signs regarding potential exposure to raw sewage; those signs remained in place until January 23, 2026 when sampling confirmed that water quality had returned to baseline conditions.

Cost Recovery

Given these facts, Greenway’s excavation without required USA notification, and subsequent sewage discharge into surface waters constitute violations of state excavation law and

environmental regulations. The City will seek damages from Greenway, including full reimbursement for all related costs, and any stipulated penalties under the Consent Decree.

Costs Incurred to Date Include:

Emergency Response, Bypass Pumping and Force Main Repair

- Estimated City staff labor costs: \$130,627
- Materials cost: \$6,632.81

Water Quality Testing

- 4 rounds required per City response plan: \$8,876.80 (\$2,219.20 each)

Potential Stipulated Penalties

- \$25,000

Public Claims

- None to date

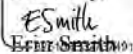
Total Costs

Final costs associated with this event are unknown at this time, and the City will supplement this letter with additional costs.

Next Steps

We request written acknowledgment of Greenway's responsibility for this incident. We also recommend scheduling a meeting to review the event, associated costs, and next steps toward resolution. Please advise on your availability.

Sincerely,



Erin Smith
Public Works Director
City of Alameda



spill entry into drainage channel

Exhibit 2



damaged pipe
square openings show where golf course's excavator hit the pipe

Exhibit B

Greenway May 11 Gov't Code claim to

CITY CLERK
CITY OF ALAMEDA
City Hall
2263 Santa Clara Avenue, Room 380
Alameda, CA 94501

GREENWAY GOLF ASSOCIATES, INC.

vs.

CITY OF ALAMEDA

CLAIM FOR DAMAGES

In accordance with Section 910 of the California Government Code, Greenway Golf Associates, Inc., presents the following claim for damage to real property, including but not limited to, causes of action for negligence, inverse condemnation, trespass, nuisance, and additional tort claims, and seeking substantial damages and other relief arising from those claims, as more particularly set forth below.

NAME AND ADDRESS OF CLAIMANT

Greenway Golf Associates, Inc.

1 Clubhouse Memorial Road

Alameda, CA 94502

Attn: Umesh Patel

Email: umesh@sbcglobal.net

Phone: (510) 747-7829

NAME AND ADDRESS OF PERSON TO WHOM NOTICES ARE TO BE SENT

Gregory R. Aker

BURKE, WILLIAMS & SORENSEN LLP

1901 Harrison Street, Suite 1650

Oakland, CA 94612

Email: gaker@bwslaw.com

RECEIVED
CITY OF ALAMEDA
2025 MAY 11 PM 9:02
CITY ATTORNEY'S OFFICE

Greenway Claim vs. City of Alameda

Phone: (510) 682-4401

DATE, PLACE, CIRCUMSTANCES OF THE OCCURRENCE OR TRANSACTION

City Sewer Force Main Damage at Corica Park

Starting on November 8 and continuing to December 15, 2025, the fairway of the 17th hole at Corica Park, in the City of Alameda, and owned by owned by Greenway Golf Associates, Inc. ("Greenway"), experienced extensive property damage due to a leak in a sewer force main owned by the City of Alameda's ("City") in the fairway of the second hole of the North Course of the Corica Park golf facility in the City of Alameda. The damage was compounded by the City's excavation at the leak site, causing, among other items, additional damage to the pipe and resulting in damaged turf, a separate broken pipe, an unfilled excavation area, loss of Corica Park customers, reduced revenues, and other damages.

DESCRIPTION OF THE INDEBTEDNESS, OBLIGATION, INJURY, DAMAGES, OR LOSS INCURRED

Greenway's claims arise from the City of Alameda's actions identified above. Greenway's property has been injured and damaged, and will continue to be injured and damaged, by the cost of repairing the damaged turf and court paths along hole one of the North Course, the cost of repairing the pipe that the City's trucks broke, the cost of refilling the excavated area, loss of Golf Complex customers and the reduced revenues that resulted, and other damages.

Based on the facts, claims and losses described above, the City of Alameda is liable to Greenway for damage to its property, including but not limited to, negligence, inverse condemnation, trespass, nuisance, and additional tort claims.

NAME OF NAMES OF PUBLIC EMPLOYEE OR EMPLOYEES CAUSING THE INJURY, DAMAGES, OR LOSS

Marilyn Ashcraft, Mayor

Michele Pryor, Vice Mayor

Tony Daysog, Councilmember

Greg Boller, Councilmember

Tracey Jensen, Councilmember

Greenway Claim vs. City of Alameda

Adam Politzer, Interim City Manager

Yibin Shen, City Attorney

Amy Wooldridge, Assistant City Attorney

Justin Long, Recreation and Parks Director

Erin Smith, City of Alameda Public Works Director

AMOUNT CLAIMED

Greenway's estimated damages are \$100,000, subject to change pending further investigation.

CLAIM / SUMMONS

Date: 05/11/26

Time: 10:50am

Hand Delivered

Mail Delivered

Name of Server (For Summons):

Exhibit C

Greenway's and City's respective parking lot demand letters to be inserted, including City letter to Greenway dated March 9, 2026

RECEIVED
CITY OF ALAMEDA
20 OCT 15 PM 2:50
CITY ATTORNEY'S OFFICE

CITY CLERK
CITY OF ALAMEDA
City Hall
2263 Santa Clara Avenue, Room 380
Alameda, CA 94501

FILED
OCT 15 2020
CITY OF ALAMEDA
CITY CLERK'S OFFICE
mailed

GREENWAY GOLF ASSOCIATES, INC.

vs.

CITY OF ALAMEDA

CLAIM FOR DAMAGES

In accordance with Section 910 of the California Government Code, Greenway Golf Associates, Inc., presents the following claim for breach of contract, breach of third-party beneficiary contract, breach of the implied covenant of good faith and fair dealing, intentional and negligent misrepresentation, intentional and negligent interference with prospective economic advantage, and additional contract and tort claims, and seeks substantial damages and other relief arising from those claims, all as more particularly set forth below.

NAME AND ADDRESS OF CLAIMANT

Greenway Golf Associates, Inc.
1 Clubhouse Memorial Road
Alameda, CA 94502
Attn: Umesh Patel
Email: umesh@sbcglobal.net
Phone: (510) 747-7829

Greenway Claim vs. City of Alameda

**NAME AND ADDRESS OF PERSON
TO WHOM NOTICES ARE TO BE SENT**

Gregory R. Aker
BURKE, WILLIAMS & SORENSEN, LLP
1901 Harrison Street, Suite 900
Oakland, CA 94612
Email: gaker@bwslaw.com
Phone: (510) 682-4401

**DATE, PLACE, CIRCUMSTANCES
OF THE OCCURRENCE OR TRANSACTION**

The Patio and Event Center

Greenway Golf Associates, Inc. ("Greenway"), entered into a Lease Agreement for the Chuck Corica Golf Complex ("Golf Complex") with the City of Alameda dated August 1, 2012, and a First Amendment to Lease dated March 28, 2018. The City entered into a Concession Agreement with Dialemi, Inc., d/b/a Jim's on the Course ("Jim's"), in December 2015, followed by a First Concession Agreement for Restaurant Operations in December 2017, and a Second Amendment to Concession Agreement for Restaurant Operations in March 2019. Greenway is a third-party beneficiary to the Concession Agreement and Amendments.

Under the Lease Agreement and Amendment, Greenway agreed to make substantial improvements to the Golf Complex, at a cost well in excess of \$10 million. Under the Concession Agreement and Amendments, the City and Jim's agreed to build an enclosed patio and an event center and banquet facility. Despite these promises, Jim's and the City have failed to build the patio or the event center and banquet facility, in breach of their contractual obligations. As a proximate result, Greenway has suffered, and will continue to suffer, substantial harm, including but not limited to monetary damages.

The details of the foregoing claim are set forth in the letter from Gregory R. Aker to Yibin Shen dated September 1, 2020, attached to this Claim as **Exhibit A**.

Greenway Claim vs. City of Alameda

The Parking Lot

Greenway and the City of Alameda entered into a First Amendment to Lease dated March 28, 2018. Under the terms of Section 6 of the First Amendment, the City of Alameda agreed to repair, resurface and restripe the Golf Complex parking lot. The City has materially failed to fulfill its obligations under the Section 6, in that the repairs performed and to be performed are wholly inadequate to address on a long-term basis the badly-deteriorated condition of the parking lot and its lack of adequate drainage. As a proximate result of the City's breach of the First Amendment, Greenway has suffered, and will continue to suffer, substantial harm, including but not limited to monetary damages.

The details of the foregoing claim are set forth in the letter from Umesh Patel to Amy Wooldridge dated August 24, 2020, attached to this Claim as **Exhibit B**.

**GENERAL DESCRIPTION OF THE INDEBTEDNESS,
OBLIGATION, INJURY, DAMAGE, OR LOSS INCURRED**

The Patio and Event Center

Greenway's claims arise from the City of Alameda's obligations under the Lease Agreement and First Amendment to Lease Agreement, referenced above, as well as the City's obligations under the Concession Agreement and Amendments, also referenced above. Greenway has been injured and damaged, and will continue to be injured and damaged, by the substantial amounts Greenway has invested in improvements to the Golf Complex between 2012 and the present, and the substantial amounts it will invest in future Golf Complex improvements. In addition, Greenway has been injured and damages by the millions of dollars in revenues lost, and to be lost, by its inability to attract major golf tournaments, corporate retreats, and other business or social events.

Based on the facts, claims and damages described above, the City of Alameda is liable to Greenway for breach of contract, breach of third-party beneficiary contract, breach of the implied covenant of good faith and fair dealing, intentional and negligent misrepresentation,

Greenway Claim vs. City of Alameda

intentional and negligent interference with prospective economic advantage, and additional contract and tort claims.

The Parking Lot

Greenway's claims arise from the City of Alameda's obligations under Section 6 of the Amendment to Lease Agreement identified above. Greenway has been injured and damaged, and will continue to be injured and damaged, by the cost of correcting the City's deficient parking lot repair work, the cost of implementing improved drainage systems, as well as by loss of Golf Complex customers and the reduced revenues that will result.

Based on the facts, claims and damages described above, the City of Alameda is liable to Greenway for breach of contract, breach of third-party beneficiary contract, breach of the implied covenant of good faith and fair dealing, intentional and negligent misrepresentation, intentional and negligent interference with prospective economic advantage, and additional contract and tort claims.

**NAME OR NAMES OF PUBLIC EMPLOYEE
OR EMPLOYEES CAUSING THE INJURY, DAMAGE, OR LOSS**

Marilyn Ashcraft, Mayor
John Knox White, Vice Mayor
Tony Daysog, Councilmember
Jim Oddie, Councilmember
Malia Vella, Councilmember
Eric Levitt, City Manager
Yibin Shen, City Attorney
Michael Roush, Assistant City Attorney
Amy Wooldridge, Recreation and Parks Director
Tom Geanekos, Dialemi, Inc., d/b/a Jim's at the Course

Greenway Claim vs. City of Alameda

AMOUNT CLAIMED

The claim would not be a limited civil case.

Dated: October 7, 2020

Greenway Golf Associates, Inc.

By: Umesh Patel

Umesh Patel, President



1901 Harrison Street - Suite 900
Oakland, California 94612-3501
voice 510.273.8780 - fax 510.839.9104
www.bwslaw.com

Direct No.: 510.903.8829
Our File No.: 079933-0001
gaker@bwslaw.com

September 1, 2020

Via Email Only

Yibin Shen
City Attorney
City of Alameda
2263 Santa Clara Avenue, Room 280
Alameda, CA 94501

Re: Chuck Corica Golf Complex Event Center

Dear Mr. Shen:

We represent Greenway Golf Associates, Inc., lessee of the Chuck Corica Golf Complex under the Lease Agreement dated August 1, 2012. I am writing in response to the City's pending decision to eliminate the development of an event center and banquet facility at the Chuck Corica Golf Complex in the City of Alameda. Though undoubtedly you are already conversant with the facts, for the sake of completeness I will briefly review the events leading up to the present situation.

Factual Background

In 2016, the City entered into a Concession Agreement with Dialemi, Inc., doing business as Jim's on the Course (Jim's), under which Jim's was granted the exclusive right to provide food and beverage service at the Golf Complex for a term of fifteen years. In exchange, Jim's agreed, among other things, to make certain improvements to the existing food and beverage facilities at the Golf Complex. Among the promised improvements was a new 3,000-square-foot enclosed patio, adjacent to the existing restaurant and bar.

During 2016 and 2017, the City of Alameda, Greenway, and Jim's agreed to modify their existing contractual arrangements with the shared goal of developing the Golf Complex into a state-of-the-art, municipal golf and recreation facility capable of attracting major golf tournaments, corporate events, and other large-scale social functions. The significant increase in revenues that would result from this joint effort, the parties recognized, would benefit all – the City, Greenway, and Jim's. Indeed, Alameda's Recreation and Parks Director, Amy Wooldridge, made these exact points in

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07993-0001

Los Angeles – Inland Empire – Marin County – Oakland – Orange County – Palm Desert – San Diego – San Francisco – Silicon Valley – Ventura County



Yibin Shen
September 1, 2020
Page 2

a presentation to the Golf Commission seeking approval for the Golf Complex upgrades in April 2016. Each party's participation and performance was essential to achieving this mutually-beneficial goal.

For its part, Greenway agreed to significantly expand its plans for improvements to the Golf Complex, including a complete rebuilding of the North Course, at a cost of over \$10 million, in addition to other improvements throughout the Golf Complex estimated at \$ 1 million. Greenway also agreed to take responsibility for building an outdoor patio, in place of the enclosed patio, which Jim's had not yet constructed. Jim's, in turn, agreed to design and construct, at its sole expense, a new event center and banquet facility - a first class 4,000-square-foot structure that could accommodate the large groups required for golf tournaments, corporate events, and large private gatherings. Jim's promised to complete construction of the event center by June 30, 2018. In addition, Jim's agreed to upgrade its food and beverage service so that it was suitable for major golf tournaments and other high-end social events.

The parties' three-way agreement was memorialized, in part, through written amendments to the City's existing Concession Agreement with Jim's, and its Lease Agreement with Greenway, entered into in December 2017 and March 2018, respectively. In May 2018, without the consent of Greenway, the City agreed to extend Jim's deadline for completing the event center by six months, to December 31, 2018. In a subsequent amendment, and again without Greenway's consent, the City agreed to further extend the event center deadline, this time for an entire year, allowing Jim's to complete construction by December 31, 2019. In an effort to facilitate performance of the parties' collective promises, and based upon the City's repeated and emphatic assurances that the event center would be built in accordance with the revised schedule, Greenway refrained from objecting to the City's actions.

In the meantime, Greenway proceeded in performing its promises under the agreement. Greenway completed the outdoor patio at a cost of over \$1 million, and to date, has expended over \$7 million in other Golf Complex improvements, including those promised for the North Course, which are well underway, and to the remainder of the Golf Complex. When all North Course improvements are complete, anticipated in 2022, Greenway will have spent in excess of \$10 million in Golf Complex improvements since March 2018, when it committed to greatly expanding its Golf Complex improvements, in reliance on the corresponding promises of the City and of Jim's.

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The City's Exposure to Contract Liability

If the City of Alameda proceeds with a further amendment to the Concession Agreement, releasing Jim's from its obligation to construct the event center and banquet facility, the City faces liability on multiple fronts, with hard damages in excess of \$15 million and potentially as high as \$50 million, along with hundreds of thousands of dollars in legal fees and the uncertainty of protracted complex litigation. First and most obvious, the City will be liable for breach of its agreement with Greenway that, in exchange for the expanded golf course improvements Greenway promised, the City would, through its Concession Agreement with Jim's, build an event center. By releasing Jim's from this obligation, the City will breach its promise to Greenway.

The First Amendment's integration clause will not insulate the City from liability. While such a clause is evidence that a writing constitutes a complete and final expression of the agreement, it is the parties' *actual intent* that controls. *Banco do Brasil, S.A. v. Latian, Inc.* (1992) 234 Cal.App.3d 973, 1001. Thus, the parties may introduce extrinsic evidence of contract terms outside of the writing. Such evidence includes all surrounding circumstances in the making of the agreement, including prior contract negotiations. *Banco do Brasil*, at 1002. Of particular relevance here, a party may introduce evidence of a collateral or separate oral agreement, so long as the agreement does not contradict the terms of the written contract. *Ibid.* Courts have found written contracts incomplete, despite an integration clause, where the parties enter into a global contractual arrangement that is broken up among several written contracts. *Kanno v. Marwit Capital Partners II, LP* (2017) 18 Cal.App.5th 987, 1008 (three contracts involving different parties relating to same transaction is "persuasive evidence" that one contract was not intended as "complete and exclusive statement" of agreement).

Fundamental to Greenway's promise to make major improvements to the Golf Complex was its understanding that the golf course would soon include an event center and banquet facility fully capable of hosting high-end golf tournaments, corporate functions, and other events that would generate the revenues capable of justifying the tens of millions of dollars Greenway committed itself to investing in the Golf Complex. Greenway relied upon the City's repeated assurances that the event center and banquet facility would be built, and that it would be completed in time for reopening of the South Course in June 2018. Those assurances were expressed both orally and in emails and other communications, over several months of contract discussions. The separate but related event center agreement does not in any way contradict the Lease Agreement Amendment; in fact, because the Amendment does not discuss the event center, the two are fully consistent with each other. Thus, under the authorities cited

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September 1, 2020
Page 4

above, Greenway will have little difficulty introducing evidence of the City's assurances, to show that its agreement with the City also included the City's promise to get the event center and banquet facility built in a timely manner.

The City will also face liability for breach of the implied covenant of good faith and fair dealing. As you may know, the parol evidence rule does not prevent the parties from introducing extrinsic evidence in support of a claim for breach of the implied covenant. See, e.g., *Traumann v. Southland Corporation* (N.D. Cal. 1993) 842 F.Supp. 386, 391-392.

Jim's obligation to construct an event center and banquet facility at the Golf Complex was plainly intended to benefit not only the City but – *even more so* – Greenway, the lessee and operator of the Golf Complex who stood to gain millions in additional revenues from tournament fees once the center was built. Thus, Greenway will be entitled to enforce the Amendments against *both* the City and Jim's as a third-party beneficiary to the agreements. Indeed, the First Amendment to the Concession Agreement specifically *mentions* Greenway, as the "Golf Tenant," and the April 2016 Wooldridge presentation referenced above repeatedly described the three-way agreement as a "partnership."

As expressed recently by the California Supreme Court, each of the elements of a third-party beneficiary contract is present. *Goonewardene v. ADP, LLC* (2019) 6 Cal.5th 817, 821. Greenway was "likely to benefit" from the contract. The benefit to Greenway was a "motivating purpose" of the Amendment to the Concession Agreement. Allowing an action by Greenway would be "consistent with the objectives of the contract and the reasonable expectations of the parties." A party may enforce a contract as a third-party beneficiary even if the contract does not specifically mention that party by name. *Alling v. Universal Manufacturing Corporation* (1992) 5 Cal.App.4th 1412, 1440.

The City's Exposure to Liability in Tort

Outside of contract, the City will also face potential liability in tort. Despite an integration clause, extrinsic evidence is fully admissible to prove that the contract is invalid, as the product of intentional or negligent misrepresentation or other grounds vitiating mutual assent. Code of Civil Procedure §1856(f). Greenway doubts that, at the time it entered into the First Amendment to Lease Agreement in March 2018, the City had disclosed all facts that were material to its decision to enter into the Amendment. Further, in the unfortunate event this dispute devolves into litigation – an outcome Greenway strongly hopes to avoid – the events leading up to the First Amendment will

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be exposed to scrutiny through pretrial discovery, including production of the City's emails and other internal records. If discovery and investigation uncover material facts that the City did not disclose, Greenway will have the opportunity to amend its pleadings to add claims based upon nondisclosure or misrepresentation.

Greenway's willingness to expend the considerable funds needed to improve the Golf Complex – and, specifically, the North Course – was, as any reasonable business decision maker would demand, based upon the City's assurances that the Golf Complex would soon include an event center and banquet facility. Without those critical additions, Greenway would be unable to attract the tournaments, corporate functions, and other golfing and entertainment events that were essential to generating the revenues and return on investment needed to justify Greenway's major infusion of capital into golf course improvements. By its actions, the City will face exposure to potential claims for intentional and negligent interference with prospective economic advantage, based upon the revenues the course improvements, event center and banquet facility would have generated for Greenway. *J'Aire Corporation v. Gregory* (1979) 24 Cal.3d 799. If the City follows through with its ill-advised course of action in scrapping the event center and banquet facility, those revenues will almost certainly be lost as a result of the City's actions.

The *J'Aire* case is particularly relevant here. Plaintiff was the operator of an airport restaurant. The City hired a contractor to improve the restaurant's heating and air conditioning systems. As a result of the contractor's delay in completing the work, the restaurant lost substantial amounts in expected income from customers. Though plaintiff did not have a direct contractual relationship with the contractor, the Supreme Court allowed the plaintiff to recover in tort, under the theory of negligent interference with prospective economic advantage – *i.e.*, expected revenues from restaurant diners.

The City Risks Exposure to a Major Damages Award

Greenway would not have obligated itself to make tens of millions of dollars in capital improvements, if it had known that Jim's would never build an event center and banquet facility, and worse, that the City would passively acquiesce in Jim's repeated defaults in its promises to perform. Without an event center and banquet facility, it is impossible for Greenway to attract the major golf tournaments and other events the parties agreed three years ago was their joint objective, along with the substantial amount of revenues those tournaments generate. Without those major tournaments, Greenway's expenditure of millions in capital improvements will be wasted and the Golf Complex's financial viability seriously diminished.

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07993-0001



Yibin Shen
September 1, 2020
Page 6

As a result of the City's and Jim's failure to perform as promised, Greenway has already suffered damages in excess of \$7.8 million in capital expenditures for North Course improvements completed to date, along with \$1.1 million in patio construction costs, and at \$500,000 per year, \$1.0 million in lost South Course golf tournament revenues. By the time the North Course and all other improvements are completed in 2022, Greenway will have incurred capital expenditures close to an estimated \$15 million. In addition, Greenway will incur future damages for loss of tournament revenues, estimated at \$500,000 per course per year, for the remaining 43-year term of the Lease Agreement. As you can readily see, Greenway's total revenue losses will likely exceed \$50 million. Greenway is prepared to support its future damages claim with objective, industry-accepted studies and expert testimony.

Letter of Credit, Surety Bonds

In the First Amendment to Concession Agreement, Jim's was contractually obligated to provide the City with either a "letter of credit" or "payment, performance and warranty bonds," in the full amount of the anticipated cost of constructing the event center and enclosed patio. (First Amendment, §5, amending Concession Agreement §6.03.) The purpose of this provision, the Amendment states, is to "assure the City" that the event center and patio would be completed as promised.

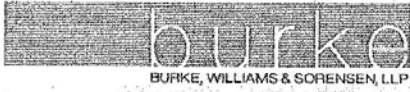
Greenway demands that the City do nothing that would in any way jeopardize the City's or Greenway's rights to recover under the letter of credit or surety bonds provided by Jim's as security for its performance.

Conclusion

Greenway urges the City to refrain from allowing Jim's any further extensions to its existing event center construction deadline or releasing Jim's from its event center obligation altogether. The event center is critical to the success of the Golf Complex and to Greenway's major financial commitment to improve the facility. Abandoning the event center will make it impossible for Greenway to book golf tournaments and other large events, seriously undermining the Golf Complex's financial well-being.

Greenway is more than willing to enter into discussions with both the City and Jim's at reaching a mutually-acceptable compromise – a solution that benefits all. In the event the City releases Jim's from its obligation to construct the event center, Greenway is prepared to take legal action. Greenway sincerely hopes that the City will reconsider its proposed course of action and that the parties can avoid litigation and move forward in a constructive fashion.

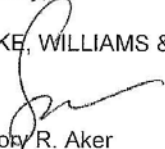
OAK #4846-0702-8169 v1
07993-0001



Yibin Shen
September 1, 2020
Page 7

Please contact me immediately if you have any questions about Greenway's position in this matter.

Sincerely,
BURKE, WILLIAMS & SORENSEN, LLP


Gregory R. Aker

cc: Michael Roush
Umesh Patel
Marc Logan
Gerald J. Ramiza

GRA/tml

OAK #4846-0702-8169 v1
07993-0001



August 24, 2020

VIA EMAIL

Hon. Mayor Marilyn Ashcraft and Members
of the City Council
City of Alameda
2263 Santa Clara Avenue
Alameda, CA 94501

Re: Chuck Corica Park – Proposed Amendment to the Concession Agreement
between the City of Alameda and Dialemi, Inc. (dba Jims on the Course)

Dear Mayor and Members of the City Council:

Tom Geanekos, the owner of Dialemi, Inc. dba Jims on the Course (Jim's), has informed me that City staff intend to present to the City Council for approval in September a proposed amendment to the Jim's Concession Agreement that would relieve Jim's of its obligation to construct and deliver an Event Center as required by the First Amendment to Concession Agreement. As detailed below, we believe such an amendment would threaten the viability of Corica Park, have a long-term, materially adverse financial impact on both Greenway and City, and upend what has, to date, largely been a mutually beneficial business relationship among the City, Greenway and Jim's. We urge you to reject this ill-conceived proposal and direct staff, as we have repeatedly requested over the past four plus months, to immediately initiate tri-party negotiations with representatives of the three principal stakeholders, namely the City, Greenway and Jim's.

Many of you will recall that in 2016/17, representatives of Jim's and City approached Greenway with a proposal to create a covered patio seating area to provide expanding seating capacity for Jim's restaurant. Around the same time Greenway approached the City and suggested all stakeholders would benefit if Greenway could substantially expand the scope of required golf course improvements by, among other things, raising the North Course's elevation to improve drainage, enlarging water feature ponds to increase storm water run-off capacity, and further improving greens and fairways while Jim's concurrently upgraded available food and beverage offerings to a level commensurate with the additional golf course investments proposed by Greenway.

In subsequent three-way discussions among City, Greenway and Jim's, Greenway agreed to take full responsibility to construct an outdoor patio seating area in exchange for Jim's agreement to construct an event center/banquet facility on a separate parcel adjacent to the Clubhouse and Jim's restaurant and City's agreement to repair and repave the Corica Park

parking lot. The vision that the three parties developed together, and hopefully still share, is one in which City, Greenway and Jim's, through their coordinated efforts, would transform Corica Park into the premier public golf complex in the East Bay. Achievement of that goal would result in increased golfing related revenue benefitting Greenway and increased food and beverage concession sales benefitting Jim's. For its part, the City would benefit by receiving increased percentage rent revenues under both the Greenway Lease and the Jim's Concession Agreement.

Greenway agreed at the time of the Amendments to allow Jim's to continue to have exclusive Food and Beverage rights on not only the parcel as defined by Jim Concessionaire Agreement but Greenway's entire 332-acre Corica Park leased parcel. While such an arrangement under which a golf course operator cedes control of the food and beverage component of its golf operations to a third party is highly unusual and nearly unheard of in the golf industry, Greenway shared the opinion of the group back then that Jim's significant investment in a brand-new Event Center and upgrading of the restaurant premises at Corica Park warranted this exclusive.

The three-way negotiations over the 2016/17 time period culminated in City and Jim's entering a First Amendment to Jim's Concession Agreement and City and Greenway entering a First Amendment to Greenway Lease. Under the terms of the two amendments, each party agreed to contribute something to the realization of the shared goal. The First Amendment to Jim's Concession Agreement, which was approved first, obligated Jim's to design, commence and complete construction of an approximately 4,000 sq. ft. event center ("Event Center") by no later than June 30, 2018. The First Amendment to Greenway Lease committed Greenway to, among other things, undertake additional North Course work consisting of enhanced golf course drainage and contouring work; make substantial drainage improvements to increase storm water storage capacity; control erosion, rebuild all greens, tees, fairways, roughs and bunkers to industry standards; and implement environmentally sustainable practices to reduce water use. Greenway also committed to an extended lease term and agreed to take on full responsibility to install a patio (uncovered rather than covered as originally proposed by Jim's) at its expense. For its part, the City agreed to extend the term of the Greenway Lease and recommitted to fully repair and repave the Corica Park parking lot at City's expense.

The total cost of just the expanded scope of golf course improvements as outlined in the Greenway First Amendment add up to well over \$10 Million. Greenway has completed the outdoor patio and expended over \$7 Million since the date of the First Amendment and thus is well on its way to fulfilling its end of the bargain. Further, by the time the North Course fully reopens in 2022, Greenway will have expended tens of millions of dollars in capital improvements since taking over operation of Corica Park in 2012. While Greenway has lived up to its commitments, Jim's, for reasons that remain unclear, has failed to meet its end of the bargain by building and delivering an Event Center.¹ The first time Jim's failed to meet the Event Center deadline, the City extended it for six months by administrative action. When Jim's failed to meet the extended deadline, City and Jim's entered a Second Amendment to Concession Agreement extending the deadline by an additional year to December 2019. While Jim's delays

¹ Jim's has also failed to fulfill its commitment to compensate Greenway for Greenway's upkeep of the patio by paying water charges and a reasonable monthly maintenance fee.

and City's extensions were extremely troubling and inconsistent with the three-way agreement reached by parties, Greenway, in a spirit of cooperation, did not object to City's approval of the Second Amendment because we and the community received public and private assurances that the Event Center would most certainly be completed by the end of 2019 at the latest.

As for City staff's and Jim's current proposal to unilaterally scrap the Event Center, which was negotiated bilaterally and without any involvement by Greenway, we object in the strongest possible terms because that change would be entirely inconsistent with the tri-party transaction as mutually agreed upon in 2016/17 and effectively negate any chance for Greenway to achieve the vision of delivering a best in class public course and earn a reasonable return on its investment. It would essentially retroactively eliminate the entire rationale for Greenway's investment of \$7 Million since the date of the Greenway First Amendment and call into question the logic of Greenway continuing to invest an additional \$5+ Million to complete buildout of the North Course.

Greenway's ability to deliver and operate a first-class golf complex as envisioned in the First Amendment to Greenway Lease is entirely dependent upon the availability of higher caliber food and beverage options than those presently offered by Jim's, including a first-class banquet hall/event center suitable for large scale tournaments and special events. It is a widely recognized in the golf industry, as documented by numerous industry studies that tournament revenues typically account for roughly 25% of total golf course revenues at non-destination (urban) courses such as Corica Park. Despite our company's concerted efforts to attract higher profile tournaments, including completing an award winning and widely acclaimed South Course (#1 municipal course renovation 2018 and #5 new course in America 2018 according to Golf Digest Magazine), Greenway has been able to attract only a limited number of smaller tournaments that collectively account for under 10% of golf revenue, substantially below industry standards. There is one quite obvious impediment to Greenway growing its top line tournament revenue - namely the ongoing lack of a suitable Event Center offering high quality food and beverage and banquet hall options commensurate with the quality of Greenway's newly improved golf facilities. The lost tournament revenue (at under 10% rather than 25%) equates to at least \$500,000 of lost revenue per course each and every year which means Greenway has already suffered \$1,000,000 of revenue losses on the South Course as a result of the two year delay in Jim's delivery of the Event Center. Greenway will continue to lose at least \$500,000 per year per course for each additional year of delay. With the number of rounds of recreational golf played trending downward in recent years, the ability to generate supplemental revenue by hosting tournaments and special events becomes ever more critical to the survival of public golf complexes. The cumulative effect of these lost revenues could in time jeopardize the economic viability of Corica Park in addition to rendering the North Course commitments in the First Lease Amendment a completely ill-advised and unjustified investment for Greenway.

Under the percentage rent provisions of the Greenway Lease, the City is entitled to 12% of Greenway's marginal gross revenues above a certain threshold as percentage rent from 2022 onwards. With a loss of at least \$1,000,000 per year (\$500,000 per course) Greenway stands to lose close to \$50 Million of revenue over the life of its lease to 2063. In turn the City of Alameda (which is entitled to 12% on marginal revenues) would stand to lose \$6 Million of percentage rent over the life of the Greenway Lease. The City would also lose out on the

additional percentage rent revenues it would have received from Jim's under the Jim's Concession Agreement following completion of the Event Center. Since Jim's has an exclusive food and beverage concession until 2040 (including options), neither Greenway nor City would be able to remedy the problems created by lack of an Event Center for at least the next 20 years.

The Greenway's golf revenue losses and City's percentage rent revenues losses under the two leases would be further compounded by revenue losses to other businesses in Alameda, including hotels and restaurants that stand to benefit from increased visitor traffic associated with expanded golf tournaments and special events.² And, of course, that additional visitor spending would generate substantial sales and transient occupancy tax revenues benefitting the City of Alameda and its residents. In sum the losses to Greenway, City and the local business community over the remaining years of the Greenway Lease would be in the tens of millions.

Over the past several months the Greenway team has emphasized to City staff and Jim's the notion of a "Big Tent, Come Together, Win Together" approach where a cohesive and holistic approach at Corica Park is the best way forward. Greenway sees a very large and achievable business opportunity at Corica Park, and in the City of Alameda overall, as evidenced by the timely meeting of all its obligations under the Greenway Lease and the investment of tens of millions of dollars in the process. Greenway fully understands that success is not predicated on its efforts alone but in conjunction with the City and Jim's. Greenway has also consistently stated that the City is not limited to the binary options of either (1) declaring Jim's to be in default of its obligation to build the Event Center and then taking steps to terminate the Concession Agreement, or (2) amending the Jim's Concession Agreement to relieve Jim's of that obligation entirely. We remain ready to discuss with City and Jim's any and all manner of alternative options, including a potential solution whereby Jim's food and beverage exclusive rights would be appropriately pared back to allow Greenway to provide food and beverage service that would complement rather than compete with Jim's family diner operation. In sum, we continue to believe a myriad of options are available and we remain confident a mutually agreeable outcome can be achieved if City staff are willing to engage in good faith tri-party negotiations with Greenway and Jim's. On behalf of the entire Greenway organization I respectfully request that you direct staff to stand down on the proposed Jim's Concession Agreement amendment and initiate tri-party negotiations with Greenway and Jim's.

² Information regarding the positive economic impacts, including hotel, restaurant and entertainment spending by out of town visitors traveling to golf course events, can be found in a comprehensive review of the California golf industry prepared by the non-profit research institute, SRI International. See: <http://wearegolf.org/wp-content/uploads/2019/01/California-Golf-State-Report-2013.pdf>

Thank you for considering this request. We look forward to working collaboratively with City and Jim's to resolve the Event Center impasse. If you have questions for me or would like to discuss I am available to do so at your convenience.

Sincerely,



Greenway Golf Associates Inc.
Umesh Patel, President

cc: Eric Levitt, City Manager
Yibin Shen, City Attorney
Michael Roush, Assistant City Attorney
Alan Cohen, Assistant City Attorney
Amy Wooldridge, Recreation and Park Director
Marc Logan (Greenway)
Gerald Ramiza (BWS)
Greg Aker (BWS)

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PROOF OF SERVICE

I, Tawnya Lee, declare:

I am a citizen of the United States and employed in Alameda County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 1901 Harrison Street, Suite 900, Oakland, California 94612-3501. On October 13, 2020, I served a copy of the within document(s):

**GREENWAY GOLF ASSOCIATES, INC.'S
CLAIM FOR DAMAGES**

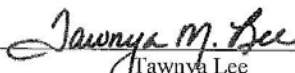
- by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, the United States mail at Oakland, California addressed as set forth below.
- by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below (by One Hour Delivery).

City Clerks Office
City of Alameda
2263 Santa Clara Ave., Room 380
Alameda, CA 94501

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 13, 2020, at Oakland, California.


Tawnya Lee

City of Alameda • California

March 9, 2026



Greenway Golf
Mr. Ken Campbell
General Manager

Re: Lack of Parking Lot Lighting

Dear Ken,

We have received reports that all the lighting in the parking lot is not working. Please inspect and repair any light fixtures by **March 20, 2026**. The lighting is essential for the safety of golfers and Greenway staff. If Greenway does not complete the work by **March 20, 2026** the City will perform the work and invoice Greenway for all costs associated with meeting the lighting requirements under the lease and ensuring the safety of all golfers and Greenway staff.

Pursuant to Exhibit F of the Lease, entitled Maintenance Standards, Section 2.19.6 provides "Lighting fixtures are to be checked daily with re-lamping of faulty fixtures provided as needed at time of detection." As it relates to course lighting, Section 2.21 provides "All lighting systems shall be inspected on a regular basis with faulty bulbs, fixtures or other malfunctions repaired immediately upon detection as needed." As it relates to driving course lighting, Section 2.24.6 provides "Lighting shall be inspected on a regular basis with faulty bulbs and/or fixtures repaired or replaced as needed."

Thank you for your attention to this matter. Please inform me when the work is completed, and feel free to contact me should you have any questions.

Justin Long

Director of Recreation and Parks

Exhibit D

City NOD, NOV and Demand letters 2021-2026

City of Alameda • California



October 18, 2021

Umesh Patel
Greenway Golf Associates, Inc.
1 Clubhouse Memorial Rd.
Alameda, CA 94502

Dear Mr. Patel:

This letter is to notify you that Greenway Golf Associates, Inc. ("Greenway") is in violation of two provisions of the August 1, 2012 lease that Greenway has with the City of Alameda (the "Lease"). We are providing you with this notice pursuant to Section 18.1(c) of the Lease with the expectation that Greenway will cure these violations. Failure to cure within 30 days will constitute a default, entitling the City to pursue the remedies described in the Lease.

The first violation concerns Greenway's lack of a General Manager. Section 3.6(d) of the Lease requires Greenway to appoint a General Manager with specified qualifications. Greenway currently lacks a General Manager and has for over a year and a half, since at least January 2020.

The second violation of the Lease involves Greenway's failure to maintain certain trees, specifically the eucalyptus trees on Beach Road behind the Par 3 Course. Pursuant to Section 2 of the Maintenance Standards (Exhibit F to the Lease), Greenway is to maintain the trees at the Chuck Corica Golf Complex according to certain standards. The trees in question present a significant safety hazard and require immediate attention.

Given the City's good working relationship and continuing partnership with Greenway, the City would like to have these concerns addressed so that further action is not necessary. We hope that Greenway will act quickly to come into compliance with the Lease.

Umesh Patel
October 18, 2021

In addition, the City demands that Greenway reimburse Alameda Municipal Power for the \$45,661.25 it owes related to the February 2020 power outage. As you know, the City Council already authorized the City Attorney's Office to file a lawsuit to recover those funds. We would like to avoid further litigation, and we can do so if Greenway pays the amount owed.

We look forward to hearing from you.

Sincerely



Eric J. Levitt
City Manager



Amy Wooldridge
Recreation and Parks Director

Office of the City Attorney
1263 Santa Clara Avenue, Room #280
Alameda, CA 94501-4477
Tel 510 747 4750 • Fax 510 865 4028 • TDD 510 517 7538



City of Alameda • California

January 20, 2022

Umesh Patel
Greenway Golf Associates, Inc.
1 Clubhouse Memorial Rd.
Alameda, CA 94502

Dear Mr. Patel:

This letter is to notify you that Greenway Golf Associates, Inc. ("Greenway") is in violation of various provisions of the August 1, 2012 lease that Greenway has with the City of Alameda (the "Lease"). We are providing you with this notice pursuant to Section 18.1(c) of the Lease with the expectation that Greenway will cure these violations. Other than as noted below, Greenway must cure all of these violations within 30 days. Failure to do so will constitute a default, entitling the City to pursue the remedies described in the Lease.

Following is a description of each violation:

- Since January 1, 2019, Greenway has failed to provide monthly financial statements and annual financial reports as is required by Section 5.7 of the Lease. Greenway shall provide the required reports to the City for the time period between January 1, 2019 and December 31, 2021, and then provide future reports on a timely basis.
- Section 4(c) of the Second Amendment to the Lease required Greenway to submit a design to the City for the Fire Tower no later than December 31, 2021. Greenway has not yet submitted a design. The City will provide Greenway 60 days to cure this violation.
- Section 3.2(b) of the Lease requires Greenway to provide discounted rates to residents. We have learned that Greenway is not providing discounted rates to those residents making advanced bookings, which violates the Lease. Greenway shall provide all Alameda residents with discounted rates, no matter when the residents book their tee times.
- Section 3.2(b) of the Lease requires Greenway to provide discounted rates to students in accordance with a rate schedule approved by the City. We have learned that Greenway recently increased fees for Junior Golf. The members of Junior Golf are students, so any increase to Junior Golf fees must be approved by the City (i.e. the Golf Commission). The Junior Golf fees must be reduced to their

Umesh Patel
January 20, 2022

prior levels until and unless the City, through its Golf Commission, approves any changes.

- Exhibit F, Sec. 1.2 of the Lease requires Greenway to keep all waterways and drainage facilities free of debris and vegetation overgrowth at all times to ensure proper drainage. Public Works staff has visually confirmed areas that are part of the City storm drain system, known as the sloughs, have significant overgrowth. This vegetation must be cleared back behind the edge of the "sloughs."

In addition to these violations, Greenway is now in default of the Lease based on its failure to timely address the violations noted in our October 21, 2021 letter. We urge you to take immediate steps to resolve the following two instances of default:

- Greenway is in default of the Lease for its failure to address a violation of Section 3.6(d) of the Lease. Section 3.6(d) requires Greenway to have a General Manager meeting the qualifications listed in the Lease. We understand that Greenway has hired Brett Morrison as the General Manager. Mr. Morrison, however, lacks the qualifications noted in the Lease, so hiring him as the General Manager did not address the Lease violation.
- Greenway is in default of the Lease for its failure to maintain the eucalyptus trees on Beach Road behind the Par 3 Course, per Section 2 of the Maintenance Standards (Exhibit F to the Lease). To date, the only steps that we are aware of Greenway having taken to maintain those trees is to contact a tree company. Having failed to maintain those trees within 30 days of the October 21, 2021 letter results in Greenway being in default of the Lease.

As I noted in my October letter, the City hopes to maintain its good working relationship and continuing partnership with Greenway, which will be possible only if Greenway addresses the issues above and comes into compliance with the Lease.

We look forward to hearing from you.

Sincerely,



Eric J. Levitt
City Manager



Amy Wooldridge
Recreation and Parks Director

City of Alameda • California



March 21, 2022

Umesh Patel
Greenway Golf Associates, Inc.
1 Clubhouse Memorial Rd.
Alameda, CA 94502

Dear Mr. Patel:

We are writing regarding three issues regarding the August 1, 2012 lease between the City of Alameda ("the City") and Greenway Golf Associates, Inc. ("GGA") ("the Lease").

First, we have become aware that GGA has halted its construction on the North Course. Pursuant to Section 2.2 of Exhibit E to the Lease, we demand that GGA provide the City with a construction schedule for the North Course. This schedule must be received by the City no later than March 31, 2022.

Second, we have recently become aware of the following lawsuit filed against you and GGA in Alameda Superior Court: *Logan v. Greenway Golf Associates, Inc. et al.*, Case No. 22CV007809.

This lawsuit alleges that you acquired a majority ownership of the voting shares in GGA in April 2020. We note that this is in direct contradiction with what your attorney told the City's representatives in April 2020. At that time, your attorney assured the City that you did not have a majority of the voting shares of GGA.

The issue of your ownership is significant because, as you know, Section 17 of the Lease requires that the tenant shall obtain the City's prior written consent before making a "Transfer Arrangement." A Transfer Arrangement includes a sale or other transfer of the majority of the voting stock of the tenant corporation. If there is a purported transfer of a majority interest of voting stock (which would include the gradual acquisition of enough shares to ultimately make a party a majority owner) without the City's consent, the Lease provides that this transfer shall be void and constitute a breach of the lease. The City, of course, has not consented to any such transfer, in part based on your



City of Alameda California

April 4, 2022

By Email Only
JRamiza@bwslaw.com

Gerald J. Ramiza
Burke, Williams & Sorensen, LLP
1901 Harrison Street, Suite 900
Oakland, CA 94612-3501

Dear Mr. Ramiza:

We are writing in response to your March 24, 2022 letter. Your letter in turn responded to our March 21, 2022 letter to Umesh Patel regarding the August 1, 2012 lease between the City of Alameda ("the City") and Greenway Golf Associates, Inc. ("GGA") ("the Lease"). Here we address three issues: a construction schedule for the North Course; the City's audit of GGA's records; and GGA's failure to obtain the City's consent prior to a stock transfer in 2020.

Construction Schedule for the North Course

As we previously reminded you, Section 2.2 of Exhibit E to the Lease requires that GGA provide the City with a construction schedule for tenant improvements, including the North Course. We previously demanded that GGA provide the City with a construction schedule for the North Course no later than March 31, 2022. In your recent letter, you requested that the City agree to a 60-day extension of this deadline. The City is unable to grant a 60-day extension, but will give GGA until April 21, 2022 to provide the City with its construction schedule. The schedule shall contain an estimated completion date for the project as well as detailed estimates of costs. Once the City has approved the schedule, GGA shall then, on a monthly basis, provide evidence to the City of the construction costs incurred, as is required by the Lease.

Office of the City Manager

2263 Santa Clara Avenue, Room 320
Alameda, California 94501
510.747.4700 • manager@alamedaca.gov

The City's Audit of GGA's Records

Section 5.7 of the Lease gives the City the right to audit GGA's records as they relate to "any other items set forth in this Agreement." Contrary to the assertions in your letter, the City's audit rights are not limited to GGA's gross revenues or calculation of the percentage rent. The Lease (i.e. "the Agreement") covers an array of issues apart from gross revenues and percentage rent, and the City is entitled to audit GGA's records as those records relate to those other issues. Relevant to this discussion is GGA's obligation to complete the North Course. The City is concerned that GGA lacks the solvency necessary to complete the North Course while simultaneously maintaining operations. The City's audit, therefore, will cover all of GGA's records relevant to its financial standing.

GGA's Failure to Obtain City's Consent for 2020 Stock Transfer

Finally, you assert that GGA is not now required to seek the City's consent to the 2020 stock transfer. We disagree with your position and reserve our right to pursue this matter further.

We look forward to hearing from you.

Sincerely,



Eric J. Levitt
City Manager



Amy Wooldridge
Recreation and Parks Director

EJL/AW:mk

cc: Marc Logan

Umesh Patel
March 21, 2022

previous assertions that while significant and perhaps even majority ownership shares may have been transferred, you never acquired a majority in voting shares/rights.

Especially in light of the allegations contained in the *Logan* litigation, we demand that GGA immediately provide the City with a belated written request for consent for the transfer of the majority interest of GGA's voting stock as specified in Section 17 of the Lease or a detailed explanation as to why such consent remains unnecessary. This request shall be received by the City no later than March 25, 2022.

Finally, this letter shall serve as the City's demand for an audit of GGA's records pursuant to Section 5.7 of the Lease. The City's representatives will be inspecting GGA's books and records to determine the ownership of GGA as well as GGA's compliance with the Lease. We will be contacting you shortly to make arrangements for access to GGA's records. Pursuant to Section 5.7, we expect full cooperation from GGA.

We look forward to hearing from you.

Sincerely,



Eric J. Levitt
City Manager



Amy Wooldridge
Recreation and Parks Director

From: [Trish Spencer](#)
To: [Lara Weisiger](#)
Subject: Fwd: [EXTERNAL] Corica Park
Date: Wednesday, April 27, 2022 11:12:45 PM

----- Forwarded message -----

From: Ed Downing <ecdowning@comcast.net>
Date: Apr 22, 2022 11:05 PM
Subject: [EXTERNAL] Corica Park
To: CityCouncil-List <CITYCOUNCIL-List@alamedaca.gov>
Cc: Amy Wooldridge <AWooldridge@alamedaca.gov>, Claire Loud
<clairecloud@gmail.com>

Dear Mayor and Council Members, I am writing this e mail to request that you take action to ensure that construction of the remaining 9 holes of the Corica Park North Course be resumed and completed in a timely manner. The dispute between the Greenway partners has brought construction to a stop. The Alameda golfing community is now having serious concerns and reservations as to whether the remaining 9 holes might ever be completed. Continued delays in construction would seem to only add significant costs to the completion of this project. Corica Park has the potential of becoming the premier public municipal golf facility in Northern California. It is not close to realizing that potential. My belief is that nothing will happen to move this project forward and make Corica the invaluable City asset it can be unless you take action to make that happen. Please consider giving this matter your attention and priority. Ed Downing

Sent from my iPhone

From: [Trish Spencer](#)
To: [Lara Weisiger](#)
Subject: Fwd: [EXTERNAL] Corica Park - Greenways failure to comply with lease Agreement
Date: Wednesday, April 27, 2022 10:41:13 PM

----- Forwarded message -----

From: The Cash Register Co Peter <cashreg@sbcglobal.net>
Date: Apr 26, 2022 11:48 AM
Subject: [EXTERNAL] Corica Park - Greenways failure to comply with lease Agreement
To: Marilyn Ezzy Ashcraft <MEzzyAshcraft@alamedaca.gov>, Trish Spencer <tspencer@alamedaca.gov>, Malia Vella <MVella@alamedaca.gov>, Tony Daysog <TDaysog@alamedaca.gov>, John Knox White <JknoxWhite@alamedaca.gov>, Amy Wooldridge <AWooldridge@alamedaca.gov>
Cc:

Corica Park - Greenway's failure to comply with the lease Agreement with the City of Alameda

I recently served two years on the Golf Commission.

Greenway has not worked on the back nine of the North course since the end of December. The work stoppage has been caused by a lawsuit filed by Marc Logan against Greenway Golf Associates for failure to pay Marc Logan the amount owed to him when Mr. Patel became a partner in Greenway.

Marc Logan additionally stated in the lawsuit that the lease agreement requires the city to approve any change in the ownership of Greenway. This was never done when Mr. Patel bought the Stock owned by George Kelly and Ken Campbell.

I would like to see the partners settle the lawsuit and jointly go forward with the completion of the North course. This must be done quickly if the course is to open by the end of 2023.

Marc Logan must be part of Greenway. He is the only one that can complete the construction of the back nine as planned and do it in a timely manner. He has the expertise to not only finish the construction but to also maintain the course for the future.

The projects at the golf course have never had a timeline and when they did were very rarely met.

The City of Alameda needs to have Greenway comply with the lease agreement and resume construction as soon as possible.

Pete Pizzino
51 Steuben Bay
Alameda, CA 94502

Cell Phone: 510 506-6316



City of Alameda • California

September 16, 2022

Umesh Patel
Greenway Golf Associates, Inc.
1 Clubhouse Memorial Rd.
Alameda, CA 94502

Dear Mr. Patel:

This letter is to notify you that Greenway Golf Associates, Inc. ("Greenway") is in violation of Section 3.6(f) of the August 1, 2012 lease that Greenway has with the City of Alameda (the "Lease").

Section 3.6(f) of the Lease states as follows:

Tenant shall designate a Tenant representative who will prepare agendas, compile minutes, and attend bi-monthly meetings with the City's Golf Commission, and other meetings as reasonably requested by City.

On September 13, 2022, you, however, sent an email to the Golf Commissioners, copying Ms. Wooldridge, stating the following:

Greenway will not be attending tonight's Golf Commission meeting. Nor will Greenway be attending future meetings while there is active litigation between the City and Greenway. The City is in material breach of its Lease with Greenway, for all the reasons set forth in Greenway's cross-complaint filed last Friday. Thus, while the Lease contemplates Greenway's attendance at Golf Commission meetings, the City's actions in bringing meritless claims against Greenway have negated that provision for so long as the City persists in its conduct. Moreover, Greenway is concerned that the City will use statements made during Golf Commission meetings against Greenway, in an attempt to find some basis for its ill-conceived litigation. Greenway will gladly resume its attendance after the City dismisses its lawsuit or the litigation is otherwise resolved.

Umesh Patel
September 15, 2022

The Golf Commission met, as previously scheduled, on the evening of September 13, 2022. As you stated in your email, no representative of Greenway attended this meeting.

Your September 13th statement that Greenway will not be sending a representative to Golf Commission meetings is a violation of Section 3.6(f) of the Lease, which requires Greenway to designate a representative for this purpose. In addition, Greenway's failure to have its representative attend the September 13th meeting is also a violation of Section 3.6(f) of the Lease.

We are providing you with this notice pursuant to Section 18.1(c) of the Lease with the expectation that Greenway will cure these violations. Greenway must cure the first violation by sending written notification to the City of Alameda rescinding its September 13th email, as well as confirming that a Greenway representative will attend all future Golf Commission meetings. The City must receive this written notification within 30 days of this letter; the City will otherwise consider Greenway to be in material default of the Lease.

Greenway must cure the second violation by sending one of its representatives to all future meetings of the Golf Commission, and complying with all other terms of Section 3.6(f).

We look forward to your response.

Sincerely,

DocuSigned by:
Nancy Bronstein
D078DF5EF1A348C...

Nancy Bronstein
Interim City Manager



Amy Wooldridge
Recreation and Parks Director

City of Alameda • California



September 26, 2022

BY EMAIL ONLY

Umesh Patel
Greenway Golf Associates, Inc.
1 Clubhouse Memorial Rd.
Alameda, CA 94502

Dear Mr. Patel:

I am writing to again demand that Greenway Golf Associates, Inc. ("Greenway") comply with the audit provisions in its August 1, 2012 lease ("the Lease") with the City of Alameda ("the City").

As you know, Section 5.7 of the Lease states as follows:

5.7 Audit. The City reserves the right to **designate its representatives** who shall have the right to audit Tenant's accounting procedures and internal controls of Tenant's financial systems and to examine **any books, records, statements or supporting documentation as it relates** to Gross Revenues from the operation of the Premises, or **any other items set forth in this Agreement**. All such audits shall be undertaken by City's representatives at reasonable times and in conformance with generally accepted auditing standards. Tenant agrees to fully cooperate with all such audits.

The City has consistently taken the position that this audit right includes a full review of Greenway's financial statements, by City staff, outside consultants, or a combination of both, at the City's sole and complete discretion. The City remains both disappointed and concerned that Greenway has steadfastly refused to permit City its rightful complete access to conduct the audit. In particular, the City is extremely troubled by Greenway's refusal to permit City finance staff unfettered access to Greenway's financial documents, while under the supervision of Greenway staff.

Umesh Patel
September 26, 2022

Most recently, it has come to my understanding that Greenway will permit an audit of the following:

- The audit will take place at Greenway's office at Corica Park in Alameda.
- The audit will be conducted by a third-party Certified Accounting/Auditing firm of the City's choosing;
- The auditor will provide the City with the following information, which shall be made public:
 1. Is Greenway a going concern.
 2. Does Greenway have the financial ability to meet its obligations under the Lease, including its obligation to timely complete the North Course and the cart paths.
 3. Are there material financial discrepancies or errors that modify or cast doubt on Greenway's status as a going concern or its ability to meeting its obligations under the Lease.
- Prior to the auditor's completion of its review, the auditor shall prepare a draft report to be presented to City.
- Upon receipt of the draft report, up to three (3) members of City staff (specifically the elected City auditor, the Finance Director and the Controller) shall have the right to jointly review Greenway's financial statements (which shall include but not be limited to income statements, balance sheets, changes in owner equity (if available), statement of cashflows, and auditor's notes to the financial statement), at Greenway's Offices, in coordination with the third party auditor. This review is anticipated to last one business day, unless the City, in its sole discretion, identifies material issues that necessitate further review.
- The City's third-party auditor shall be entitled to ask questions and receive responses, relevant to the City, from Greenway's staff during the audit. The City staff members, identified above, will be entitled to ask questions and receive responses from its third-party auditor during the audit;
- Greenway will be entitled to have its finance staff members present anytime City staff or the City's hired auditor are onsite at Greenway's Offices; and
- City staff members will not copy, scan or remove any documents from the Greenway office.

In order to avoid further delay and effectuate an immediate audit of Greenway's financial statements, the City is prepared to proceed with the next audit based on the above terms.

Please confirm in writing so that we can schedule a date for the audit to take place.

Please further understand that the above does not represent the City's view of its audit rights, and shall not be interpreted in the future in anyway to suggest so. The City remains firmly convinced that its audit right includes full review of Greenway's financial statements, by City staff, outside consultants, or a combination of both, at the City's sole and complete discretion. The City reserves all rights to vindicate its rightful position on this topic.

Umesh Patel
September 26, 2022

I look forward to your response.

Sincerely,



Margaret O'Brien
Finance Director

cc: Nancy Bronstein, City Manager

City of Alameda • California



October 12, 2022

Umesh Patel
Greenway Golf Associates, Inc.
1 Clubhouse Memorial Rd.
Alameda, CA 94502

Dear Mr. Patel:

You have not responded to my September 26, 2022 letter in which I set forth the final conditions under which the City of Alameda ("City") is prepared to audit the financial statements of Greenway Golf Associates, Inc. ("Greenway"). As the City has consistently conveyed over the last six months, time is very much of the essence in this matter.

Having not heard from you, I assume that Greenway is continuing to refuse to comply with the audit provisions in its August 1, 2012 lease ("Lease") with the City. The City is extremely disappointed in this outcome, especially after it having invested so much staff time, in good faith, and in hopes of reaching a prompt resolution of his matter. Accordingly, the City has no choice but to will seek judicial relief in order to gain access to Greenway's financial records consistent with the Lease.

Sincerely,

Margaret O'Brien
Finance Director

City of Alameda • California



November 18, 2022

Umesh Patel
Greenway Golf Associates, Inc.
1 Clubhouse Memorial Rd.
Alameda, CA 94502

Dear Mr. Patel:

We are writing to follow up on my letter of September 16, 2022. In that letter, we informed you that Greenway Golf Associates, Inc. ("Greenway") was in violation of Section 3.6(f) of its August 1, 2012 lease with the City of Alameda (the "Lease") due to the following:

- (a) Greenway's failure to have a representative attend the September 13, 2022 meeting of the Golf Commission; and
- (b) Greenway's statement that it will not send a representative to future Golf Commission meetings.

As we previously noted, section 3.6(f) of the Lease states as follows:

Tenant **shall designate a Tenant representative** who will prepare agendas, compile minutes, **and attend bi-monthly meetings** with the City's Golf Commission, and other meetings as reasonably requested by City.

You sent us a letter dated October 14, 2022. In that letter, you acknowledged that Greenway failed to send a representative to the September 13, 2022 Golf Commission meeting. You also reiterated that Greenway refuses to have its representative attend future Golf Commission meetings. As you warned, no Greenway representative attended the November 8, 2022 Golf Commission meeting.

Because Greenway failed to cure the two violations noted above within 30 days of the City's September 16, 2022 letter, Greenway is now in material default of the Lease pursuant to Section 18.1(c) of the Lease.

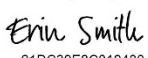
Umesh Patel
November 18, 2022

Your justifications as to why Greenway failed to comply with its obligations under the Lease vis à vis the Golf Commission are unpersuasive. The Lease is clear that Greenway is required to designate a representative to attend Golf Commission meetings; the fact that you believe such attendance would be “unproductive” is irrelevant. Moreover, your proposal to have Greenway submit a written status update prior to Golf Commission meetings and to respond to Commissioners’ written questions after the meetings is an unacceptable substitute to having a designated Greenway representative attend the meetings.

We also note that, despite your offer, Greenway failed to submit a written status update prior to the November 8, 2022 Golf Commission meeting.

Lastly, Greenway personnel are now refusing to communicate with Amy Wooldridge regarding routine maintenance and access issues. Specifically, Ms. Wooldridge emailed Greenway General Manager Brett Morrison on October 18, 2022 asking him to respond to Alameda Police Officer Baila’s request for gate access to the golf course to assist in their work to address security as needed at the golf course. Mr. Morrison did not respond to that email, nor to the follow-up email that she sent on October 25, 2022. Ms. Wooldridge also emailed Mr. Morrison on October 25, 2022 to request that the golf course trees along Harbor Bay Parkway be trimmed and specifically requested a response confirming receipt and the plan to address the trees. Mr. Morrison has not responded to that email either. We ask that Greenway staff be directed to respond to such routine requests.

Sincerely,

DocuSigned by:

21DC39E8C019480...
Erin Smith
Acting City Manager

DocuSigned by:

CF377C8EC7664C4...
Amy Wooldridge
Acting Assistant City Manager / Recreation and
Parks Director

City of Alameda • California



October 20, 2022

BY EMAIL ONLY

Umesh Patel
Greenway Golf Associates, Inc.
1 Clubhouse Memorial Rd.
Alameda, CA 94502

Dear Mr. Patel:

I am replying to your letter dated October 12, 2022. Your letter was in turn responding to my two letters dated September 26, 2022 and October 12, 2022.

I have previously set forth the final terms under which the City of Alameda ("City") is prepared to audit the financial statements of Greenway Golf Associates, Inc. ("Greenway"). As the City has repeatedly reminded you, Section 5.7 of the August 1, 2012 lease ("the Lease") between the City and Greenway entitles the City to conduct an audit of Greenway's records, which can include a full review of Greenway's financial statements, by City staff, outside consultants, or a combination of both, at the City's sole and complete discretion.

It is regrettable that in your most recent letter, you sought to impose further limitations on the proposed audit's scope and procedure. The City is unable to agree to an audit that is subject to your limitations. In particular, your limitation precluding even the City's three-person Finance team from having access to the auditor's "supporting data, calculations and records" means that the City would be unable to perform meaningful oversight of the audit. The City needs to have confidence that its audit will reflect a reasonable review of Greenway's financial statements. The limitations that you list in your October 12, 2022 letter will prevent such a reasonable review.

I understand that Greenway will not deviate from this position. Accordingly, the City will have no choice but to seek judicial relief in order to gain access to Greenway's financial records consistent with the Lease.

Sincerely,

Margaret O'Brien
Finance Director

cc: Nancy Bronstein, City Manager



City of Alameda • California

December 21, 2022

Via Email Only

Albert Tong, atong@bwslaw.com
Burke, Williams and Sorensen, LLP
1999 Harrison Street - Suite 1650
Oakland, California 94612-3501

Dear Mr. Tong,

I am writing to request that Greenway Golf Associates, Inc. ("Greenway") perform certain work to the golf course's drainage system pursuant to its August 1, 2012 lease with the City of Alameda (the "Lease").

The City's Public Works Department conducted an analysis of the golf course, the Bay Farm storm drain system and surrounding areas to determine why Harbor Bay Parkway and other areas have been flooding. The fact that this analysis was ongoing was announced during previous Golf Commission meetings.

The analysis recently was completed; a copy of the resulting report is enclosed. On page 27 of that report, you will see the 5 action items that the consultant recommends be taken immediately. The City has already completed Items 1 and 3, and plans to complete Item 5.

Pursuant to the Lease, the City is hereby requesting that Greenway complete Items 2 and 4.

The City requests that Greenway complete Item 2 (sediment removal from several slough culverts at the golf course as shown in Fig. 17 & 18) within the next 60 days. This work needs to be done in that time frame given the upcoming rainy season and the fact that the capacity of the culvert system is currently reduced by 20% to 50% of its design capacity. Removing sediment from the culverts is Greenway's responsibility under the Lease. (See Section 1.2 of Exhibit F: "All waterways and drainage facilities shall be kept free of debris and vegetation overgrowth at all times to ensure proper drainage.") The City will further analyze the buildup of sediment in the sloughs to determine its impact on system capacity and quantify any dredging required to maintain hydraulic grade levels low enough to not cause flooding in the adjacent storm systems

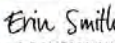
Albert Tong
December 21, 2022

(ex. Harbor Bay, Maitland, etc...). The City will inform Greenway as this information becomes available.

The City also requests that Greenway complete Item 4 (repairing damaged culverts) within the next 6 months, except repair of the 36" PVC culvert identified in Figure 22, which should be repaired and cleared of debris as soon as possible but no later than 60 days from the date of this letter. This location was observed as a chokepoint in the slough system last storm season and Greenway informed the City it would be repaired by May/June 2022. Section 10 of the Lease requires the Tenant to maintain the Premises, which include the culverts, "in good order." As the report notes, those culverts in Figure 16 are damaged and structurally compromised. In order to prevent any future damage and flooding, the City requests that Greenway make the necessary repairs.

I look forward to receiving your confirmation that Greenway will schedule completion of the work described herein. Greenway is responsible for any required permits to complete the work.

Sincerely,

DocuSigned by:

21DC39EBC019480

Erin Smith
City Manager
esmith@alamedaca.gov
510-747-7938

Enclosure
cc: Umesh Patel, umesh@lakewalkcap.com

TECHNICAL MEMO



To: Erin Smith, PE

From: Andrew Augustine, PE

CC: Dan Matthies, PE; Cheng Soo, PE

Date: December 5, 2022

Project Name: Chuck Corica Golf Course Drainage

Subject: Project Technical Memorandum

1 INTRODUCTION

The Chuck Corica Golf Course (Golf Course) is a municipally-owned 300 acre public golf course complex located in the City of Alameda on Bay Farm Island in the East Bay region of San Francisco Bay. It has been operating since 1927, with two 18-hole courses (North Course and South Course), a 9-hole par three course, and a driving range. See Figure 1.

The Golf Course's drainage is served by two sloughs, the West Slough and the East Slough. The sloughs collect untreated rainfall and irrigation runoff from the Golf Course, surrounding roads, residential neighborhoods, and shallow groundwater. The West Slough collects runoff from the western portion of the Golf Course, and from several storm sewers discharging runoff from residential neighborhoods adjacent to Fitchburg Avenue, Melrose Avenue, Flower Lane, and Maitland Drive. The East Slough collects runoff from the eastern portion of the Golf Course, and from Harbor Bay Parkway. No runoff from the Port of Oakland's property (east of Harbor Bay Parkway) enters the slough system. Both sloughs drain from south to north, ultimately discharging into a retention pond near State Highway 61 (Doolittle Drive), where it is pumped by two 60 horsepower pumps into the San Leandro Bay at the Golf Course Storm Drain Pump Station (Golf Course SDPS). See Figure 2 and Figure 3. Shallow groundwater keeps a constant depth of water in the downstream portions of the sloughs. This depth can range from between three to four feet in the northern (downstream) portion of the sloughs, to a few inches in the southern (upstream) portions. See Figure 4.

Over the past two years, reports of flooding in residential neighborhoods adjacent to the Golf Course have been brought to the attention of the City of Alameda (City) Public Works Department. Concerned citizens on Maitland Drive and Garden Road have observed a significant increase in the frequency of property flooding during rainfall events (Figure 5), while City crews have also observed frequent flooding on Harbor Bay Parkway (Figure 6), sometimes resulting in the closure of the street.

The Golf Course is currently leased to a third-party operator with defined maintenance responsibilities. This technical memorandum will not detail these maintenance responsibilities, but will instead focus on Wood Rodgers' (WR) investigation of the flooding and their proposed solutions.

180 Grand Avenue, Suite 775 • Oakland, CA 94612 • Tel: 510.208.2400

Offices located in California and Nevada

Wood Rodgers, Inc. • www.woodrogers.com



Figure 1 – Vicinity Map

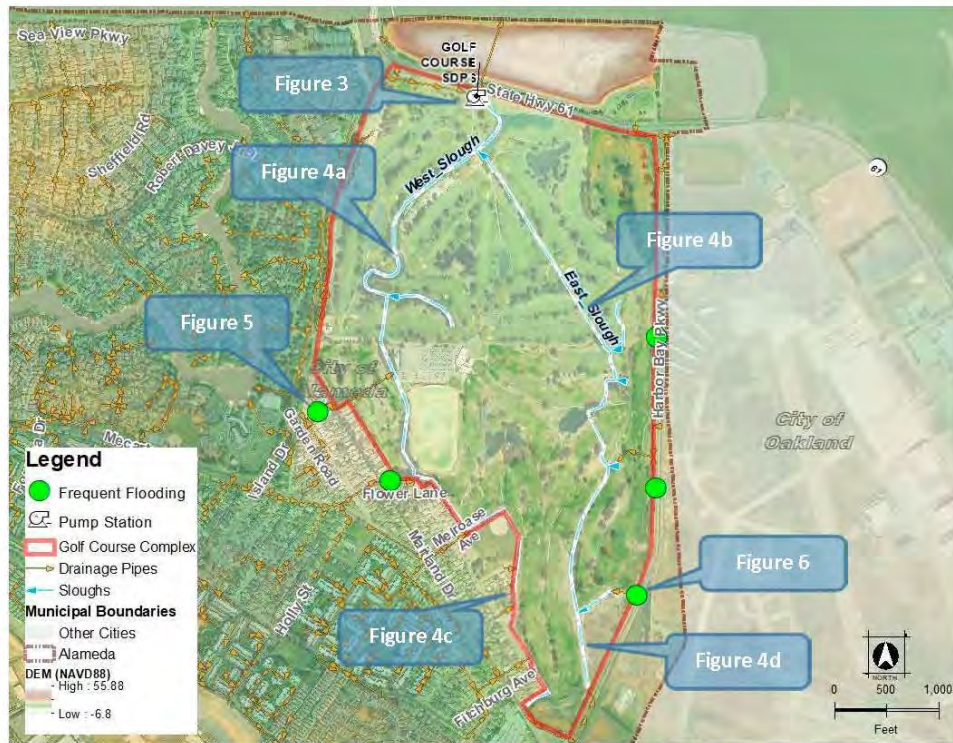


Figure 2 – Golf Course Drainage and System

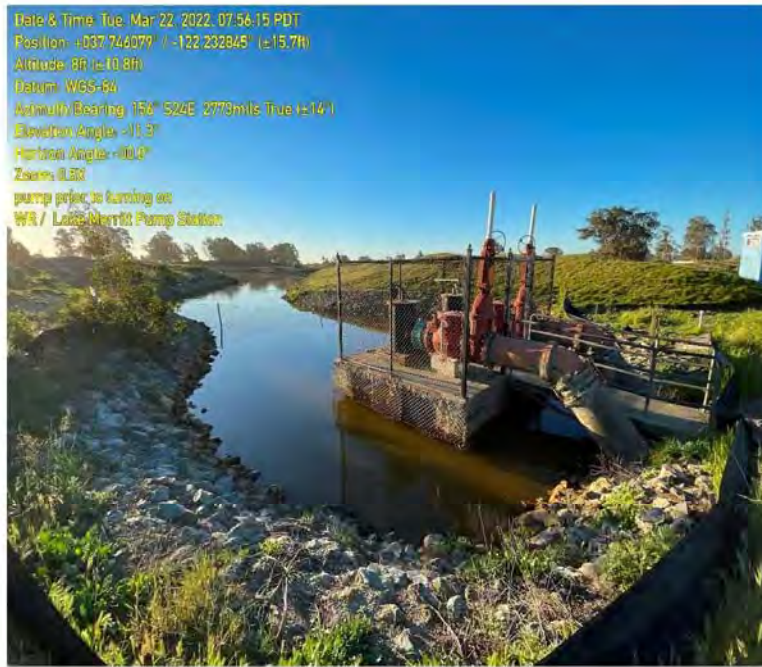


Figure 3 – Golf Course SDPS



(a)



(b)



(c)



(d)

Figure 4 – Golf Course Drainage System Photos (a) Downstream West Slough (b) Downstream East Slough (c) Upstream West Slough (d) Upstream East Slough



Figure 5 – December 2021 Property Flooding at 3 Garden Road



Figure 6 – December 2021 Flooding of Harbor Bay Parkway 1,500 feet North of Maitland Drive

2 PURPOSE

The purpose of this project is to:

1. Determine the probable cause of the frequent flooding reported by residents and City crews;
2. Propose maintenance activities and immediate action rehabilitation work to mitigate the frequent flooding;
3. Identify next steps to solidify flood mitigation.

3 BACKGROUND

Residents on Maitland Drive and Garden Road have stated they believe flooding on their properties during recent storms would not have occurred two or more years ago. This suggests a recent change to the storm sewer drainage system draining the area or to the downstream boundary conditions.

4 APPROACH

WR first requested information on the storm sewers and slough system to understand the unique drainage properties of the Golf Course and the surrounding residential neighborhoods.

Data describing the storm sewer infrastructure in the Golf Course, however, is limited. Therefore, information to fill these gaps was collected from three additional sources: staff interviews, field surveys, and condition assessments. To accomplish the purpose of this project the following approach was proposed:

1. Interview City and Golf Course staff. Each entity had firsthand knowledge of the flooding shown in Figure 2 - Figure 6, and can provide crucial information on the Golf Course drainage system. Desired information included field observations, operations and maintenance (O&M) logs, photos, and Golf Course construction history.
2. Conduct a field survey of missing drainage system assets. A field survey fills in the data gaps provided to WR by the City. A survey of drainage assets provides a complete picture of the Golf Course complex drainage. The survey collected information such as diameters, invert elevations, and material. Cross sections of the East and West Sloughs were also collected.
3. Conduct an in-depth, above ground, inspection of the Golf Course drainage system. An inspection was conducted to observe the structural and operational and maintenance conditions of the drainage assets (storm sewers, culverts, sloughs, Golf Course SDPS, etc.). Observations of structurally compromised assets, clogged assets, reduced slough capacity, or Golf Course SDPS reduced capacity were valuable information to help WR determine a probable cause of flooding.
4. Determine the probable cause of flooding with this information using engineering judgement.
5. Determine a solution to reduce flooding using engineering judgement.

5 PREVIOUS PROJECTS & STUDIES

5.1 1995 Channel Dredging

The City provided an asbuilt titled "Drainage Improvements, Chuck Corica Municipal Golf Complex" dated May 24, 1995. The asbuilt details a survey and proposed dredging to improve the West Slough, south of Clubhouse Memorial Road, and the northern half of the East Slough. See Figure 7.

The West Slough's survey included flow line and top of bank elevations. Typical sections were provided detailing the depth of dredging. See Figure 8. The East Slough's survey included top of bank elevations and typical dredging exhibits; no flow line elevations were provided. See Figure 9.

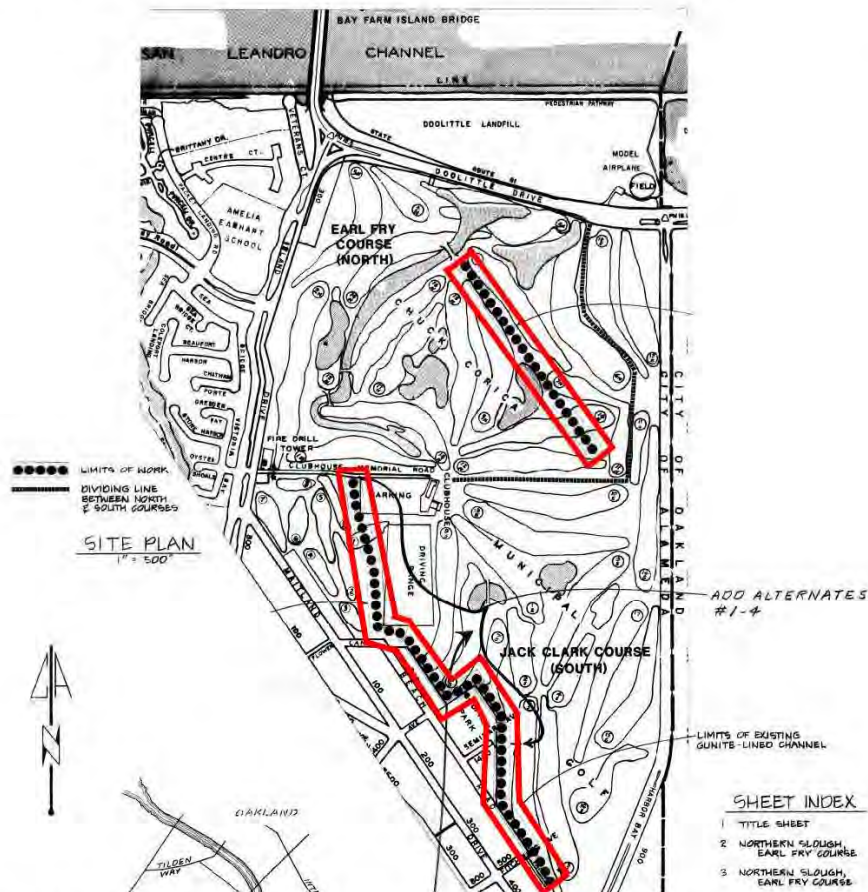
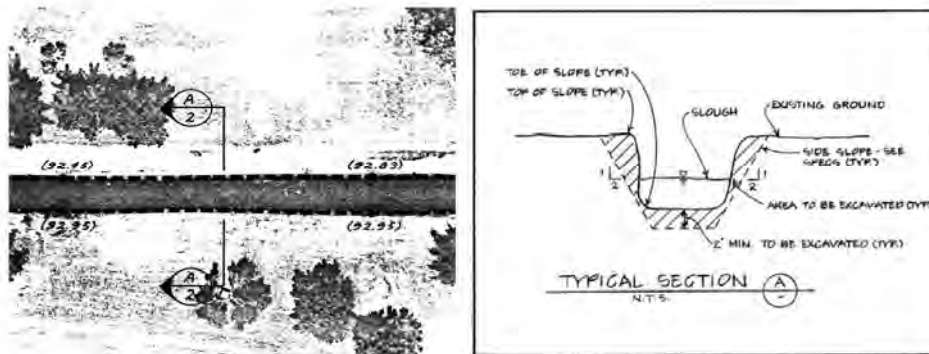
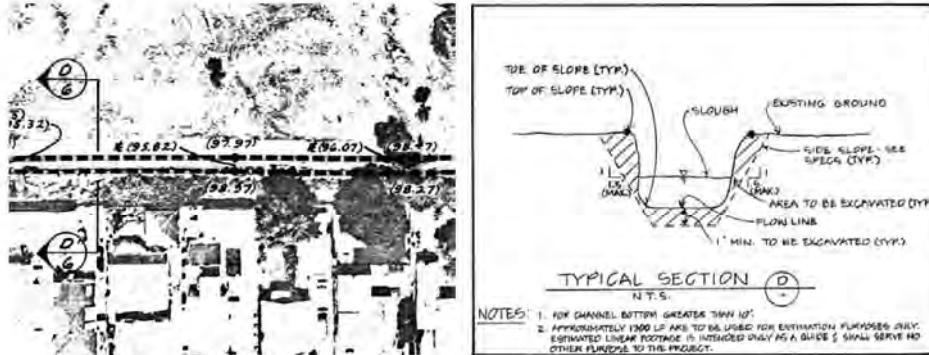
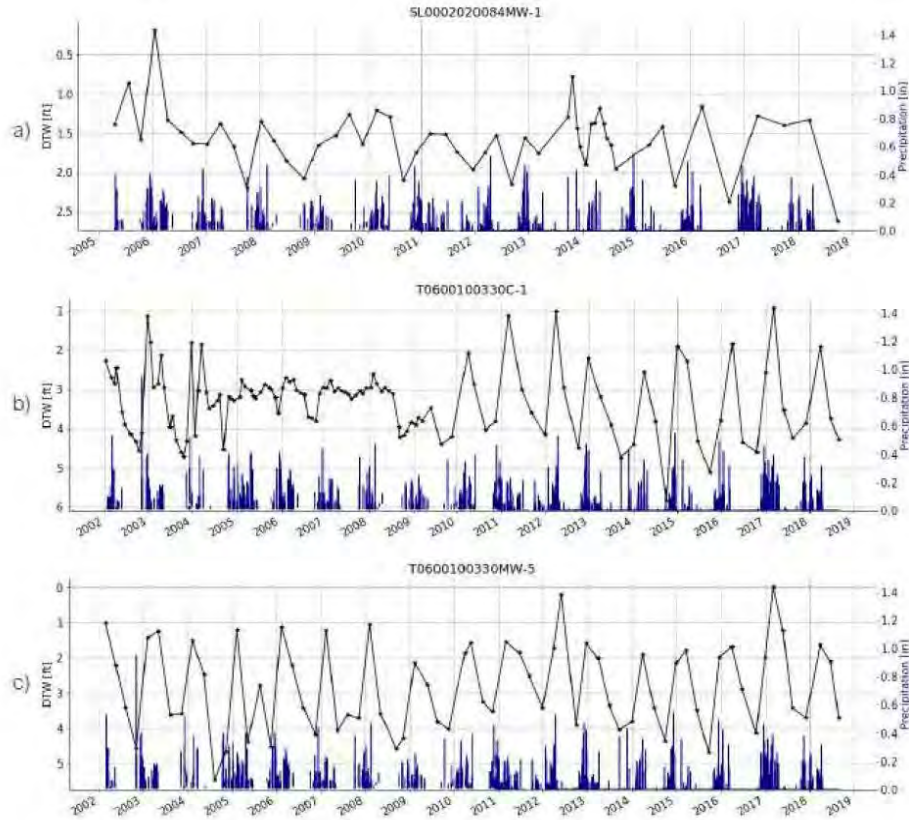


Figure 7 – Asbuilt "Drainage Improvements, Chuck Corica Municipal Golf Complex" Improvement Extents (red)



5.2 City of Alameda Groundwater Study

In September 2020, Silvestrum Climate Associates detailed the effects of sea-level rise on the City's shallow groundwater and contaminants in a report titled *"The Response of the Shallow Groundwater Layer and Contaminants to Sea Level Rise"*. Pertinent information from the report to this study include detailed graphs of depth to groundwater at various locations across the City observed over the past 17 years (Figure 10), and project the impact of sea-level rise on the shallow groundwater (Figure 11).



a) Doolittle Drive on Bay Farm Island, b) High Street and Gibbons Drive, c) High Street and Gibbons Drive

Figure 10 – Depths to Groundwater Over Time at Various Locations in the City (black) with Precipitation (blue)

6 DATA COLLECTION

Requested data included an inventory of the City's drainage system (storm drains, culverts, manholes, pump stations, etc.), logs of the City's maintenance activities, asbuilts, and plan sets. The City provided information they had, including an ArcGIS Geodatabase of their drainage system, asbuilts and plan sets pertinent to the Golf Course drainage, and a verbal discussion of their typical drainage system maintenance activities. These data were comprehensive in areas outside of the Golf Course complex, however, there was little to no data inside. Several locations along the sloughs had no information describing the drainage system. Furthermore, maintenance activities on drainage assets inside the Golf Course complex was unknown.

6.1 Staff Interviews

6.1.1 Erin Smith & Manny Rios

Erin Smith is the Public Works Director for the City of Alameda, and Manny Rios is the Public Works Supervisor for the City of Alameda. Both Erin and Manny were interviewed on February 14, 2022, and shared the following information:

1. Manny stated there are two pipes from the Port property that enter the Golf Course.
 - a. Update – When Manny and his crew investigated the City's storm sewers in March of 2022 on Harbor Bay Parkway, he determined no storm sewers from the Port enter the Golf Course.
2. The North course is still under construction.
3. The Maitland storm sewer system is cleaned once a year prior to the wet season. It was inspected with CCTV about three years ago. Nothing wrong with the storm sewer was observed.
4. Manny's crew observed the Golf Course SDPS turning off during the December 2021 storm when Harbor Bay Parkway was still flooded.
5. Manny's crew observed a chokepoint in the slough system at the culvert draining into the pump station retention pond from the east slough. There is a noticeable sinkhole in the culvert. Crew observed water backing up on the upstream side, but water was barely trickling out of the culvert at the downstream side. Marc Logan, the Golf Course Maintenance Supervisor, has informed the City the sink hole will be fixed in May or June of 2022.
6. A picture of the Harbor Bay flooding was provided to WR. It was taken the day after the rainfall event in December 2021. Manny stated it took approximately 3 days to drain.
7. Resident complaints on Maitland Drive started approximately 3 – 5 years ago.
8. City would like the following big-picture questions answered: "Were the sloughs designed to have water in them at all times?", "Should the City drain the sloughs in the winter?" and "Do the sloughs have enough capacity?"
9. Manny's crew, when verifying a storm system, verifies the manholes, pop the manholes or inlets, and verifies flow directions.

10. WR requested Manny, when draining culverts/pipes, to observe sediment depths and water surface elevations.
11. Manny said there has been flooding on Flower Lane, but no property damage.

6.1.2 Marc Logan – Golf Course Maintenance Supervisor

Marc Logan worked at the Golf Course from September of 2012 to April of 2022 and has intimate knowledge of its drainage system. Marc was interviewed on March 1, 2022 by Andrew Augustine of WR, with Erin Smith and Emanuel Rios from the City in attendance. Marc shared the following information:

1. Marc observed flooding at Harbor Bay Parkway and Ron Cowan Parkway in the December 2014 event.
2. In general, a storm event less than 3 inches does not cause flooding issues.
3. In general, runoff takes 24 – 48 hours to move through the system.
4. Marc observed Maitland Drive flooding in winter of 2014, 2018 and 2021. Observed the sloughs were at capacity.
5. Marc has not observed a noticeable chokepoint within the sloughs.
6. In August of 2021, the City drew down the system using the Golf Course SDPS. Within 60 hours the system was back to its previous conditions. Marc estimates 12 acre-feet came back into the system after pumping.
7. The Golf Course SDPS is turning on during summer months.
8. Observes Golf Course SDPS pumping continuously, not intermittently during storms.
9. Renovations to the Par 3 course started September 2013, ended May 2014. Renovations to the south course started December 2014, ended June 2018. Renovations to the north course started mid July 2018 and are ongoing.

6.2 Field Survey

On March 22 and March 23 of 2022, staff from WR conducted a field survey of the Golf Course storm system. A Global Positioning System (GPS) survey and spot inspections with a three-person crew consisting of two experienced engineers and a licensed surveyor was performed. The process recorded spatial locations, elevations, and storm drainage facility types. RTK (Real-Time-Kinematic) GPS surveying was used, which uses a network of satellites that communicate with receivers on the ground to determine the horizontal coordinates (x, y) and elevations (z). The surveying method provides a horizontal and vertical accuracy up to 0.1 feet. The field inspector or engineer utilized several standard inspection tools to document pipe/structure information (diameter, shape, material, depth, etc.).

6.3 Condition Assessment

In conjunction with the field survey, a condition assessment was conducted. A condition assessment is a technical assessment of the data collected in Section 6.2. The assessment provides standard ratings of the

structural and maintenance conditions of the inspected facilities and the corresponding rehabilitation and replacement recommendations. The Environmental Protection Agency's (EPA) "Asset Management Handbook" and the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) condition grading systems guidelines were used to provide a standard condition rating system for each facility.

Experienced inspectors assessed the pipe/structure conditions, and record any observed performance issues (plugging, erosion, sedimentation, overtopping, etc.). The inspection tools include electronic devices (digital tablets, GPS enabled cameras, and manhole inspection cameras), measurement devices (sediment probes and steel or vinyl tape measures), and standard access tools (manhole picks, sledgehammers, ratchet and sockets, and bolt hole alignment tools). The digital tablet is loaded with the ArcGIS Survey123 application to aid the inspection. Survey123 allows the inspector to take geo-located photographs, and assess the structural and O&M deficiencies of the asset, as shown in Figure 12. A typical inspection setup is displayed in Figure 13.

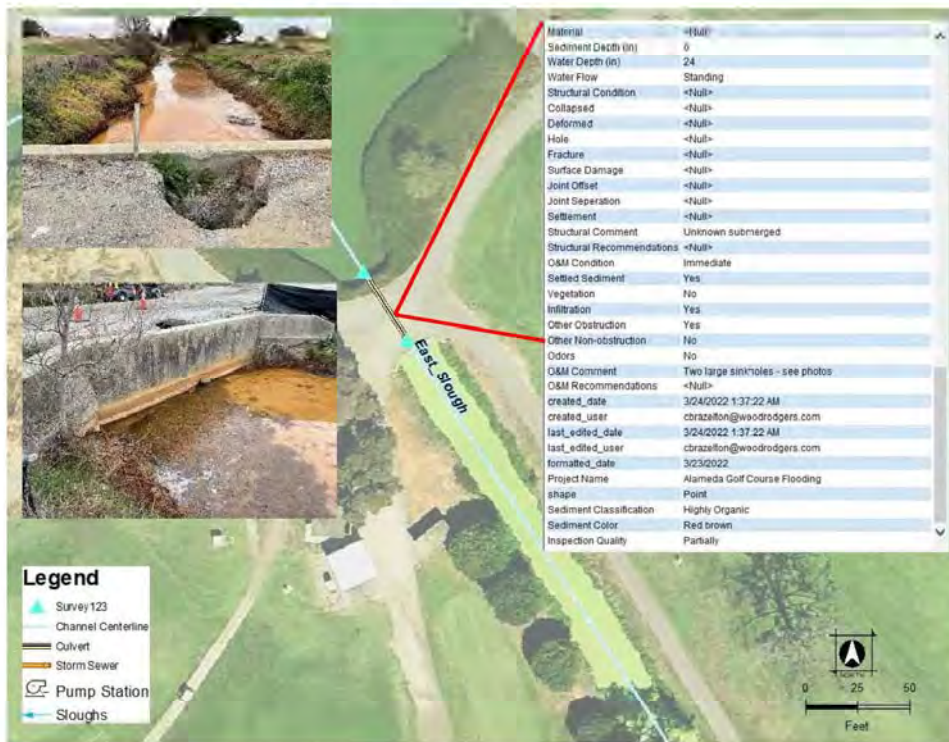


Figure 12 – Example of Survey123 Application for Structural and O&M Deficiencies



Figure 13 – Typical Inspection Setup

7 RESULTS

Information gathered in Section 6 was processed and described below.

7.1 Survey Results

Survey data of the Golf Course's storm sewer system was post-processed into a GIS GeoDatabase. Surveyed assets were built into a featureclasses, such as storm sewers, culverts, and channel centerlines. Additional information such as diameter, invert, and material were populated into the asset's attribute table, as shown in Figure 14. A summary of all surveyed locations is shown in Figure 15.

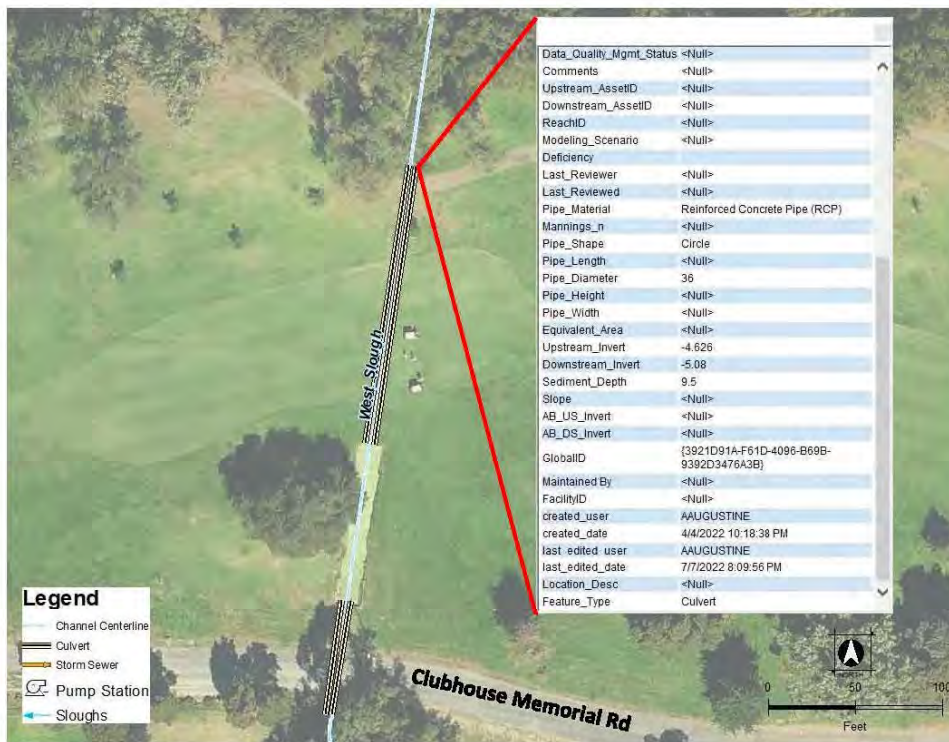


Figure 14 – Surveyed Culvert with Attributes



Figure 15 – Survey Locations

Profiles of the East and West Sloughs was created to display the existing slough centerline, culverts, storm sewers discharging into the sloughs, and the 1995 slough centerline as described Section 5.1. Profiles for the East and West Slough is in Appendix A.

7.2 Condition Assessment Results

Information gathered using the Survey123 application was used to inventory the structural and O&M deficiencies of the Golf Course storm sewer system. For each storm sewer asset, comments regarding the structural integrity and the O&M condition were provided. Geo-located pictures of the asset were also taken. All assets examined for structural deficiencies are shown in Figure 16. Those assets assigned a “poor” rating are called out in the figure. Similarly, all assets examined for O&M deficiencies are shown in Figure 17 and Figure 18. Those assets assigned an “immediate” rating are called out in the figures.

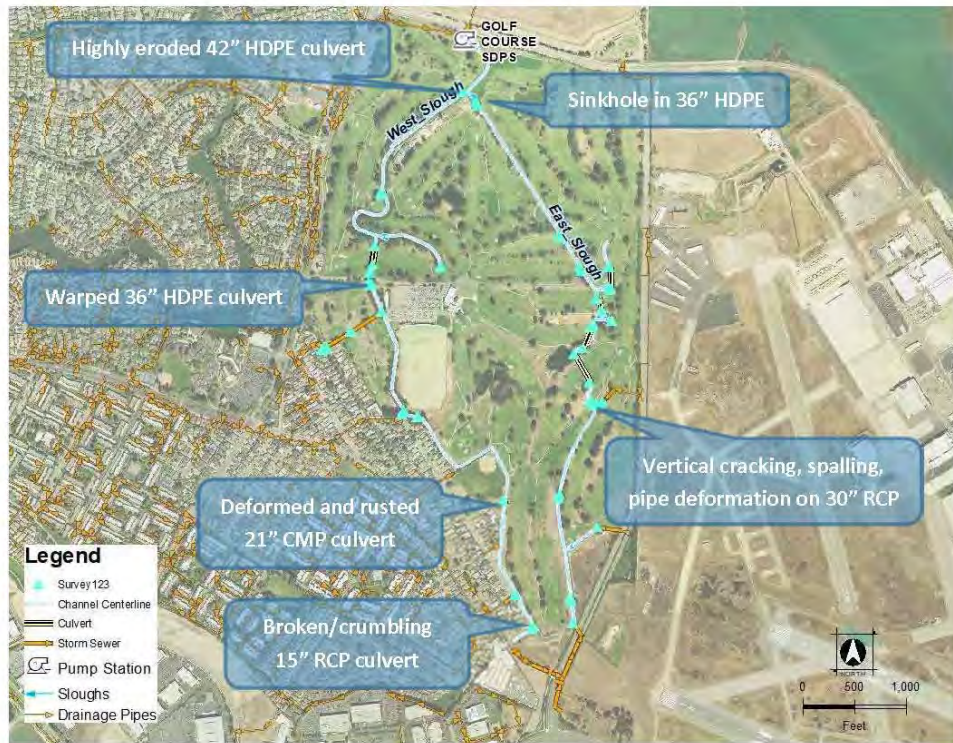


Figure 16 – Survey123 Structural Assessment Locations (Poor Condition Rating Called Out)

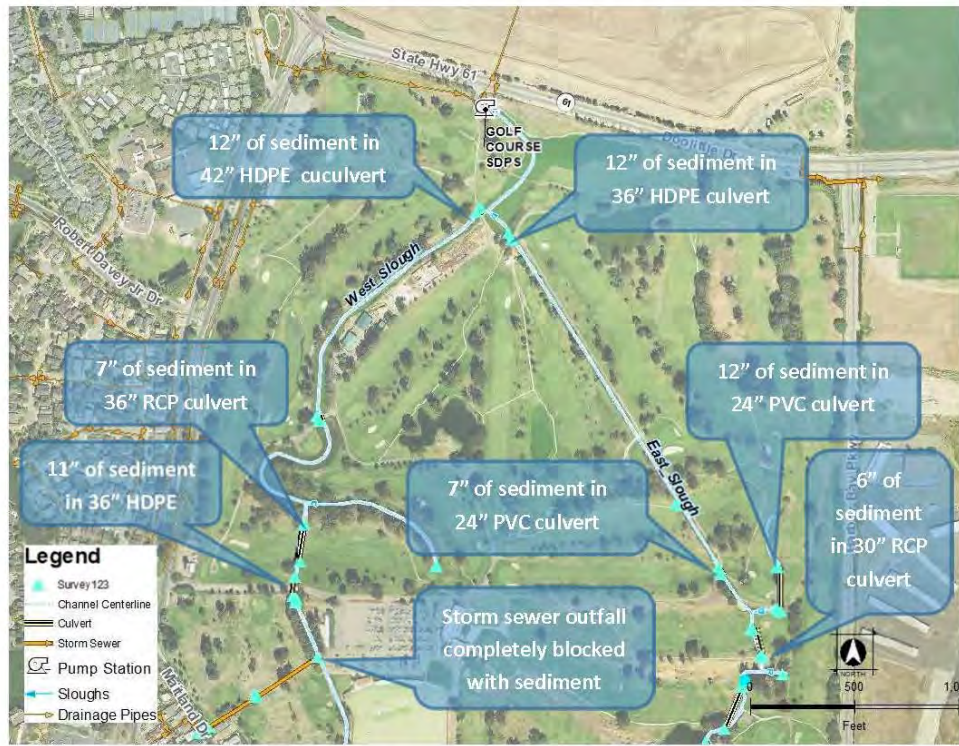


Figure 17 – Survey 123 O&M Assessment Locations - North ("Immediate" O&M Condition Rating Called Out)

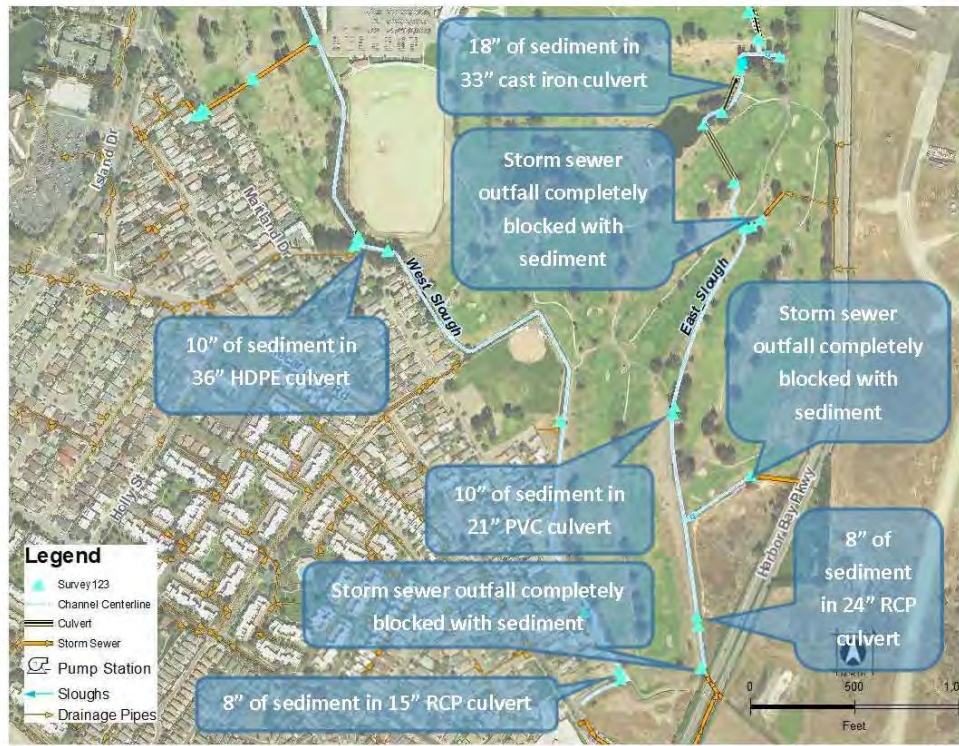


Figure 18 – Survey123 O&M Assessment Locations - South ("Immediate" O&M Condition Rating Called Out)

8 DISCUSSION

By analyzing the data collected in Section 6 and the results in Section 7, it appears likely that flooding witnessed on Maitland Drive and Harbor Bay Parkway was caused mostly by accumulated sediment in the system.

The sloughs are prone to sediment collecting at the bottom of the channel due to multiple low points in the slough's profile (Appendix A), and standing water caused by backwater from the Golf Course SDPS (Figure 4). Referencing the 1995 slough dredging plan (Section 5.1) and Appendix A, approximately 1.5 ft – 2 ft of sediment has accumulated in the sloughs over the past 27 years.

Sedimentation effects the ability of the Golf Course storm sewer system to drain runoff to the Golf Course SDPS in three ways: reducing the slough's hydraulic capacity, reducing the hydraulic capacity of the slough's culverts, and blocking storm sewer outfalls discharging into the sloughs.

Sediment accumulation in the slough decreases its hydraulic capacity, reducing the quantity of runoff it can safely drain to the Golf Course SDPS. The reduced capacity causes higher hydraulic grade lines (HGL), which can back up into storm sewer systems draining into the sloughs. Low-lying areas draining to the Golf Course sloughs are particularly susceptible. The storm sewer system draining the Maitland Drive neighborhood has approximately 2 feet of elevation difference to the slough's bank. The slough's higher HGLs can reduce Maitland Drive's ability to drain into the sloughs.

As shown in Figure 17 and Figure 18, sedimentation accumulated inside the slough's culverts, reducing the hydraulic capacity by 20% to 50%. This has a similar effect as the reduced slough capacity described above. HGLs upstream of the culvert will increase, potentially affecting low-lying areas adjacent to the culvert.

Storm sewers draining residential and street drainage from Maitland Drive and Harbor Bay Parkway were observed to be partially or completely blocked with sediment at their outfall to the Golf Course sloughs. Figure 19 shows the location of the outfalls, while Figure 20 show their images (Images in Figure 20 were taken after exploratory excavation by City staff in early March of 2022. The drawn red line shows the approximate level of sediment prior to excavation). The ability of the outfall to discharge the runoff collected by storm sewers upstream is severely reduced by the sediment. Observations by City staff of the ponding on Harbor Bay Parkway draining in 3+ days is explained by Figure 20 (b), (c), and (d). The runoff cannot get into the sloughs because the sediment blocking the outfall.



Figure 19 – Locations of Storm Sewers Outfalls Blocked with Sediment



Figure 20 – Images of Storm Sewer Outfalls Blocked with Sediment (Red Line Shows Approximate Level of Sediment Prior to Excavation)

To a lesser extent, other factors such as groundwater and structurally compromised assets contribute to the Golf Course storm system's flooding. The 2020 groundwater report published by Silvestrum Climate Associates (Section 5.2) concluded the City is highly susceptible to shallow groundwater. Figure 21, taken from their report, shows the depth to shallow groundwater adjacent to Doolittle Drive on Bay Farm Island can range between 0.5 feet and 2.5 feet, depending on the time of year. Any location in the slough with a depth larger than 2.5 feet below its bank will most likely experience groundwater intrusion throughout



Figure 22 – Sinkhole in 36" PVC Culvert Just Upstream of the Golf Course SDPS Retention Pond on the East Slough

9 RECOMMENDATIONS

The following recommendations were made to reduce the flooding observed on Maitland Drive and Harbor Bay Parkway.

Immediate actions will help alleviate flooding, but the reduction cannot be quantified. Next step actions include the construction of a hydrologic and hydraulic (H&H) model, which can be used to quantify the near-term recommendations and other potential solutions.

Immediate actions (in order of importance):

1. Remove sediment blocking the outfalls of storm sewers discharging into the sloughs. In March of 2022, City crews have already completed this task, but it is stated in this report to signify its importance.
2. Remove sediment from slough culverts. As shown in Figure 17 and Figure 18, several slough culverts have significant sediment accumulation, reducing its conveyance capacity from 20% to 50% less than design capacity. Removing the sediment will allow runoff to drain through the culverts in a more hydraulically efficient manner, thus reducing the HGL upstream.
3. Lower the Golf Course SDPS “pump-on” elevation. As stated in Section 8, groundwater drains into the sloughs, reducing its hydraulic capacity. Lowering the pump-on elevation will continuously pump the groundwater out of the sloughs, leaving more conveyance and storage for runoff during storm events. This new pump station operation can be seasonally implemented in the winter, or before known rainstorms. During summer months, the pump station can be operated as it is now to keep standing water in the sloughs for aesthetic purposes.
4. Repair structurally compromised culverts. Like sediment-filled culverts, structurally compromised culverts have a reduced hydraulic capacity. It is recommended culverts called out in Figure 16 be replaced or repaired.
5. Install duck-billed flap gates at outfalls of storm sewers discharging into the sloughs. The flap gates will prevent sediment from collecting inside City-owned storm sewers, reducing the annual maintenance of the asset.

Next step actions:

6. Develop a H&H model of the Golf Course storm system. An H&H model is beneficial because it can be used to:
 - a. Quantify the benefits of the immediate action recommendations (1-5). Immediate action recommendations will alleviate the existing flooding extent but won’t be able to quantify the benefit or reduction without an H&H model.
 - b. Verify slough dredging. The H&H model would quantify the amount of dredging required to keep HGLs low enough to not effect adjacent low-lying areas and storm sewer systems.
 - c. Develop a long-term maintenance plan. An H&H model can simulate the reduction of slough and culvert conveyance by sedimentation and recommend a maintenance plan to avoid flooding.

- d. Develop Golf Course storm system improvements to reduce maintenance activities and increase flood protection. Examples of improvements include, but not limited to: larger pump station, paved sloughs, wider sloughs, bypass pipe system to the pump station, and identify locations to elevated the outfall of storm sewers discharging into the sloughs.
7. Determine the impacts of sea-level rise. According to the September 2020 groundwater report by Silvestrum Climate Associates, sea-level rise will have a direct impact on the City's shallow ground water. Sea level rise would increase the amount of ground water flowing to the Golf Course SDPS and reduce its efficiency due to increased water surface elevations in San Leandro Bay. Predicted groundwater elevations can be coupled with the H&H model to assess the impacts and the necessary mitigation.



City of Alameda
Chuck Corica Golf Course
Slough Stationing
Alameda County, California
July 2022

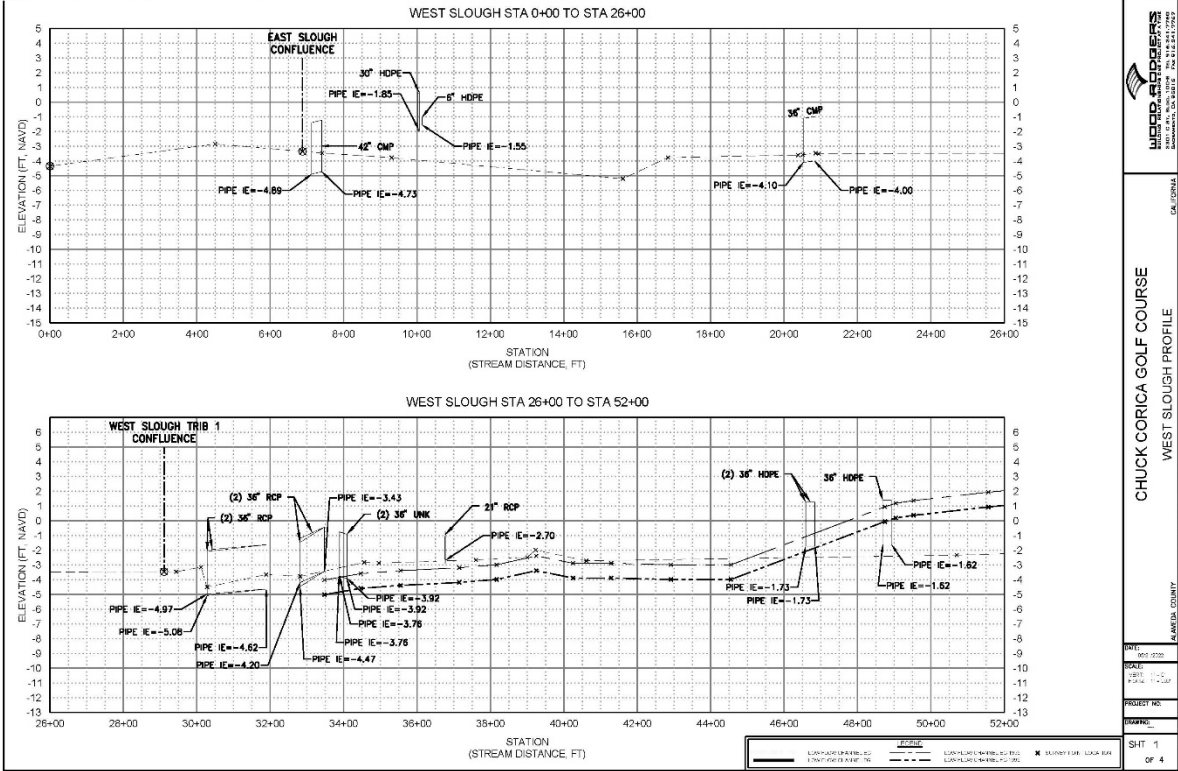
Legend

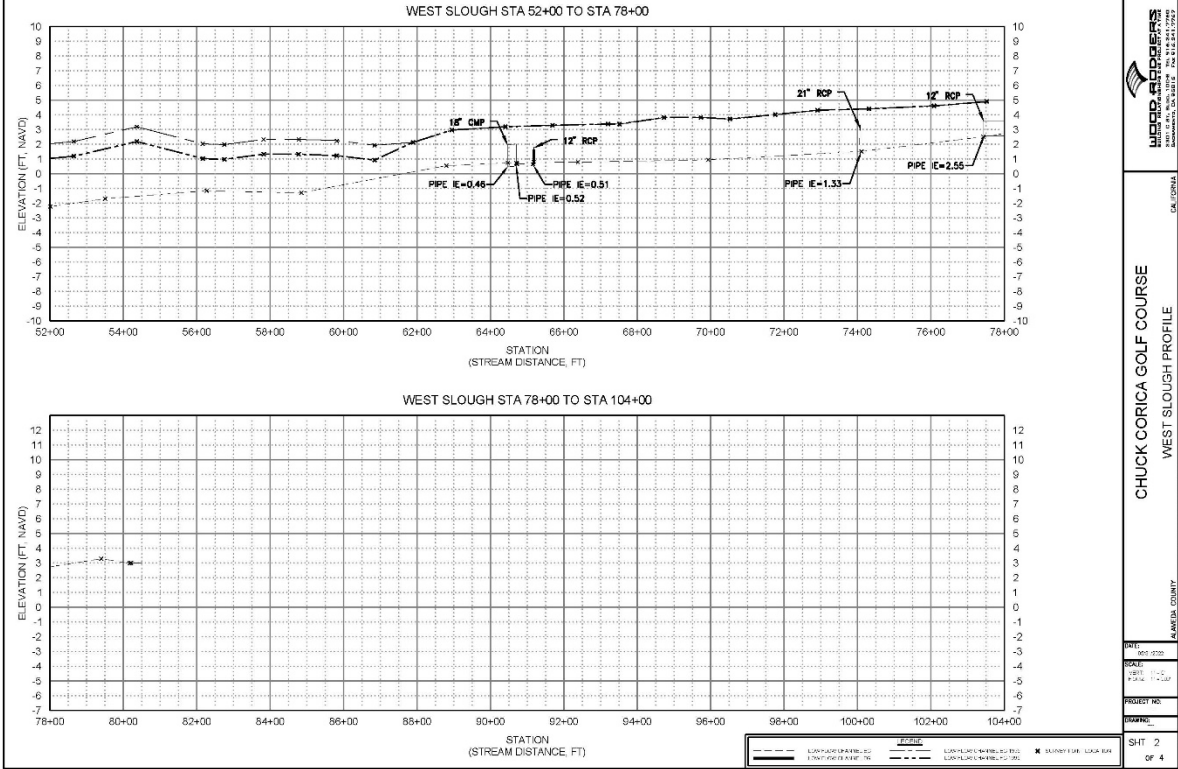
- Channel Centerline
- Culvert
- Storm Sewer
- Pump Station

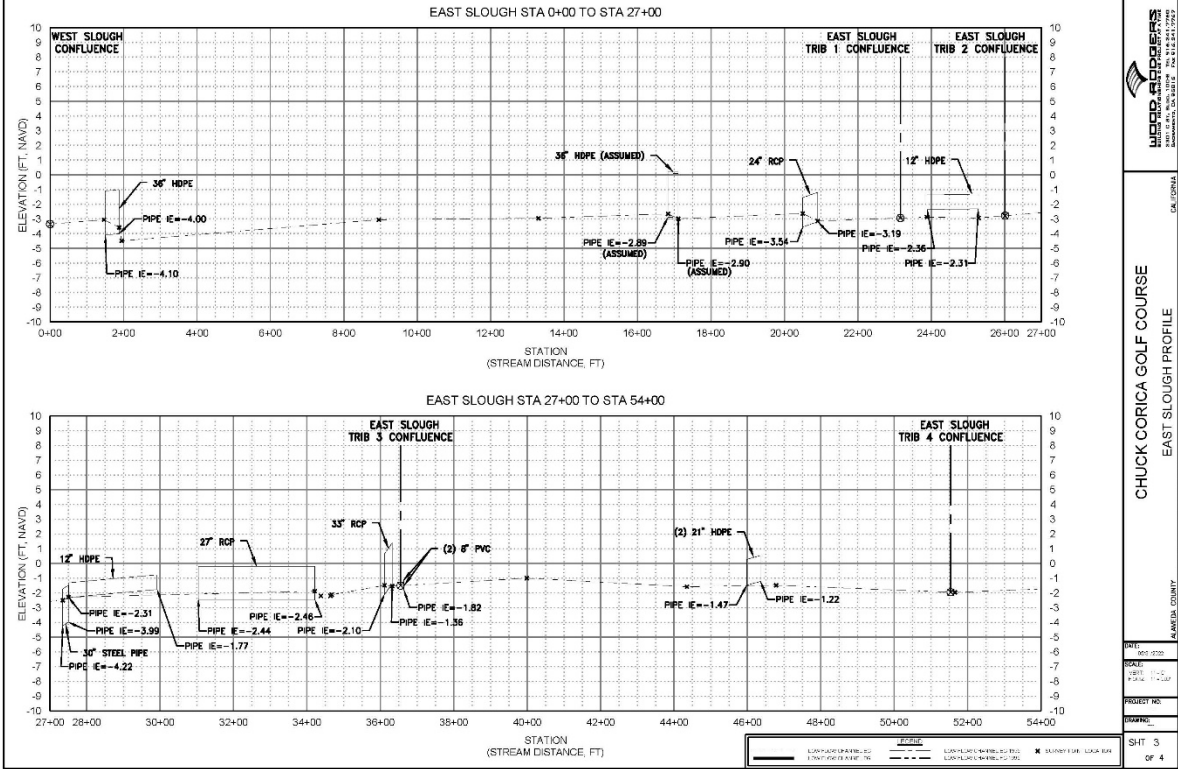
Vicinity Map

PRELIMINARY
Appendix A

WOOD RODGERS







CHUCK CORICA GOLF COURSE
 EAST SLOUGH PROFILE
 DATE: 05/20/20
 SCALE: 1"=10'
 PROJECT NO.:
 DRAWING NO.:
 SHEET 3 OF 4



City of Alameda • California

November 22, 2023

Umesh Patel
Greenway Golf Associates, Inc.
1 Clubhouse Memorial Rd.
Alameda, CA 94502

Re: Notice of Violation

August 1, 2012 Lease and Amendments between City of Alameda and Greenway Golf Associates, Inc.

Dear Mr. Patel:

We send this letter to notify you that Greenway Golf Associates, Inc. ("Greenway") is in violation of multiple provisions of the August 1, 2012 lease and amendments thereto (collectively "Lease") between Greenway and the City of Alameda (the "City"). The City provides this notice pursuant to Section 18.1(c) of the Lease, and expect that Greenway will promptly cure these violations. Please be advised that the failure to cure within thirty (30) days of receipt of this notice will constitute a default, entitling the City to pursue the remedies available to it under the Lease.

Lease Violations

The City calls Greenway's attention to the following, ongoing material violations. This list may not be exhaustive, but it contains those that the City believes to be most critical to the purpose of the Lease, the safety and enjoyment of customers, employees and community residents, and to ensure that Greenway will be able to fulfill its obligations under this long-term Lease.

Section 3.4, Annual Plan. Greenway is currently in violation of the Lease because it has failed to submit a 2023 Annual Plan. Section 3.4 states,

"In connection with Tenant's operation and management of the Premises, Tenant shall, on or before January 31 of each year during the term of this Agreement, submit to City an annual sales and marketing plan and operating and capital improvement plan, including a quality control plan for the Premises ("Annual Plan"). City shall have the right to comment upon and make suggestions with respect to the Annual Plan, provided, however, while Tenant shall consider all of City's suggestions and comments, Tenant shall not be obligated to implement the same."

Historically, Greenway met this obligation. Greenway did not do so for 2023 and has thus violated Section 3.4 of the Lease. Accordingly, the City requires that within thirty (30) days of this letter Greenway submit to the City "an annual sales and marketing plan and operating and capital improvement plan", which includes a quality control plan for the Premises. At that point, the City shall be entitled to engage in the comment process outlined by this Section 3.4.

Sections 3.5 and 3.6(f), Designation of Representatives.

Section 3.5 provides that the City Manager or his designee "is authorized...to administer this Agreement and monitor Tenant's compliance with the terms hereof." In recent communications, Greenway has indicated that it will not communicate or meet with the Recreation and Parks Director, as the City Manager's designated representative, about basic golf course management as required by the Lease, while the lawsuit is pending between the parties. This is a clear breach of Section 3.5 of the Lease. The City is authorized, without limitation, to monitor Greenway's compliance with the Lease. This is an ongoing business relationship and Greenway is taking an unworkable and unmeritorious position. We expect that within fifteen (15) calendar days, Greenway will acknowledge Section 3.5 of the Lease and that it will comply with this provision going forward, including its participation in meetings with the City Manager or her representative, who she has designated as the Recreation and Parks Director.

Section 3.6(f) of the Lease requires Tenant to "designate a Tenant representative who will prepare agendas, compile minutes, and attend bi-monthly meetings with City's Golf Commission, and other meetings as reasonably requested by City." While Greenway has continued to compile minutes, Greenway has ignored the other important aspects of its obligations under this provision related to the City's Golf Commission meetings. The City expects that Greenway will immediately comply with this provision by preparing the necessary documents, and begin attending Golf Commission meetings. As you know, these meetings are critical to ensuring the Golf Complex best serves the community.

Section 5.7, Audit. Greenway is in violation of the Lease because it has failed to permit the City its audit rights. Under Section 5.7:

"The City reserves the right to designate its representatives who shall have the right to audit Tenant's accounting procedures and internal controls of Tenant's financial systems and to examine any books, records, statements or supporting documentation as it relates to Gross Revenues from the operation of the Premises, or any other items set forth in this Agreement...Tenant agrees to fully cooperate with all such audits."

In short, the City has significant audit rights under the Lease, well beyond the bare minimum revenue summaries provided by Greenway this year. Moreover, the City has the right to examine all "books, records, statements **[and] supporting documentation**" as it relates to Gross Revenues. This is particularly critical this year, as the methodology for paying rent changed in 2023. See First Amendment to Lease, Section 3. Payment to the City is now:

The greater of (a) Minimum Rent of \$300,000 per Lease Year in equal monthly payments or (b) Percentage Rent from the gross receipts received from the following rent categories (categories (a) + (b) = Gross Revenues as otherwise defined in the Lease) commencing in Lease Year 11, to be paid monthly through Lease Year 20 as follows:

(a) 8% of golf related gross receipts, including green fees, cart rentals, range balls, retail merchandise, and ancillary items (including clothing apparel, shoes, balls, accessories and golf equipment), tournament, membership fees and revenue from the Linksoul License (including License Fees (sic) and Percentage Fees) up to \$4,000,000 (adjusted annually by CPI and 12% of amount above \$4,000,000.

(b) 3% for the sale of gross receipts from par 3 fees and club repair.

Umesh Patel
November 22, 2023
Page 2

Greenway must provide supporting information in reasonable detail for all of the items listed in this provision, including backup documentation based on revenue type, and permit the City to audit Greenway's books and records. Greenway's failure to do so constitutes a breach of the Lease.

Exhibit F.1.6, Inquires and Complaints. Under this provision of the Lease, Greenway "shall have designated responsible management personnel, employed by [Greenway], to take the necessary action regarding all inquiries and complaints that may be received from or through the City and/or private citizens during normal work hours." Moreover, "[a]ll complaints shall be abated to the reasonable satisfaction of the City. If any complaint is not abated within three (3) working days, the City shall be notified immediately for the reason for not abating the complaint followed by a written report to the City Manager, or other City designee, within five (5) calendar days." Greenway has failed to comply with this provision as it does not have anyone designated to respond to inquiries and complaints, and has thus failed to address those complaints in a timely fashion. Please confirm the management personnel that will be responsible for handling inquiries and complaints going forward.

Exhibit F.2.1, Trees. Under this provision of the Lease, Greenway is required to "develop a pruning program, which will promote proper tree scaffolding, strength, safety and appearance consistent with its intended use." Moreover, "[a]ny tree or group of trees in need of trimming due to safety reasons shall be trimmed in a timely manner at [Greenway's] expense. Stumps will be removed as necessary with the exception of areas designated as natural habitat." City staff has visually confirmed from outside of the property that there are numerous dead trees on the property.

As you are aware, this is one of the most critical safety issues on the property. Greenway has repeatedly been in violation of this provision, Greenway must immediately take care of all trees that need to be trimmed or removed, and provide assurances that Greenway will prospectively implement a "pruning program" to ensure avoidance of future problems.

First Amendment to Lease, North Course Construction. Section 5 of the First Amendment to the Lease requires Greenway to undertake certain obligations related to construction of the North Course. Greenway is in violation of the Lease by failing to follow through on these efforts. In particular, Greenway has failed to provide up-to-date construction schedules or timely updates or plans. The City demands that Greenway provide a current construction schedule that addresses all relevant issues on the course. As we saw from last winter, this is of critical importance to remedy before winter and increased rain hits the bay area.

As noted, if these violations are not cured within thirty (30) days, the City intends to default Greenway and pursue all remedies available to it under the Lease.

Sincerely,


Jennifer Ott
City Manager


Justin Long
Recreation and Parks Director

Umesh Patel
November 22, 2023
Page 3



City of Alameda California

February 5, 2024

Umesh Patel
Greenway Golf Associates, Inc.
1 Clubhouse Memorial Rd.
Alameda, CA 94502

Re: **Notice of Violation**
Response to December 19, 2023 NOV letter

Dear Mr. Patel:

We write in response to your December 19, 2023 letter regarding the City of Alameda's (the "City") November 22, 2023 Notice of Violations ("NOV") letter. The City sent the NOV in the hope that Greenway would address the multiple and ongoing Lease violations described. Your letter confirms that Greenway continues to violate several terms of the Lease. But rather than seeking to remedy those violations, your letter points to the ongoing litigation between the parties as an excuse for Greenway to ignore Lease terms and criticizes the City for asking Greenway to meet its contractual obligations. The existence of litigation does not abrogate Greenway's duties under the lease.

While Greenway's initial response to the November 22, 2023 NOV is disappointing, the City remains hopeful that Greenway will work constructively with the City to resolve these disagreements and build a better relationship going forward. In that spirit, we address your responses to the issues raised in the NOV below.

Section 3.4 Annual Plan

Your letter does not dispute Greenway's obligation under Section 3.4 of the Lease to provide an Annual Plan. You have suggested that Greenway has historically met this obligation through your "personal appearance at the Golf Commission's bi-monthly meetings" during the first quarter of each year. Nothing prevents you or a designated Greenway representative from appearing at Golf Commission meetings—to the contrary, the lease still requires it. What's more, simply appearing at a Golf Commission meeting would not satisfy this obligation.

Office of the City Manager

2263 Santa Clara Avenue, Room 320
Alameda, California 94501
62523525.vf510.747.4700 • manager@alamedaca.gov

In years past, Greenway has always provided a written annual plan in addition to sending a representative to discuss that plan at a Golf Commission meeting in the first quarter of the following year. Consistent with past practices, the Greenway should have provided its Annual Plan for 2023 in the first quarter of 2023. But Greenway failed to do so. Instead, Greenway did not provide its Annual Plan for 2023 until December 21, 2023—less than two weeks before 2023 ended. While we appreciate the submission of that plan, we note that it came nearly a year later than Section 3.4 of the Lease required, more than eight months after the date Greenway printed on the cover page of that Annual Plan, and only after the City raised the issue in the November 22 NOV.

We received Greenway's Annual Plan for 2024 on February 1. We appreciate your providing that plan, and we hope that Greenway will provide a representative to discuss it at a Golf Commission meeting. The City continues to evaluate Greenway's 2024 Annual Plan, and we will contact you with any related comments or questions.

Section 3.5 and 3.6(f) Designation of Representatives

The Lease requires regular and open communication between Greenway and both City staff and the Golf Commission. Lease Section 3.5 states that "Tenant shall meet with City Manager's Designee, at least monthly, to review operations and progress under the Annual Plan." Section 3.6(f) also requires Greenway to designate a representative to the Golf Commission and appear at Golf Commission meetings. As noted in the NOV, Greenway has failed to meet these obligations.

Rather than aiming to resolve these issues, your letter distorts facts to chide City staff and the Golf Commission, accusing them of resorting "accusations and threats," having "no further interest in communicating with us, outside of needless violation notices," and of providing "no further questions" to Greenway after January 5, 2023. Those allegations are false.

For years, the City has tried repeatedly to work productively with Greenway, only to be met with refusals to cooperate. For example, Greenway has refused to participate in Golf Commission meetings for more than a year and a half. After you insisted that Greenway would respond only to written questions from the Commission, on June 9, 2023, the City, through its counsel, asked Greenway to answer questions from the Golf Commission about the status of the North Course. Greenway refused to respond. After the City sent two follow-up requests, Greenway directed the City to a press release that was non-responsive. Greenway refused to provide any additional information, and instead insisted that the City seek any further information through formal discovery requests. In other words, instead of engaging in meaningful discussions with City staff or the Golf Commission about issues at Corica Park, Greenway has sought to push discussions through the litigation process. That is not a workable plan for managing the municipal golf complex at Corica Park.

Moving forward, Greenway should resume attending and participating in Golf Commission meetings, as Section 3.6(f) requires. However, in the interest of compromise, and expressly reserving all rights and remedies related to Greenway's lease obligations, the City is willing to discuss a temporary alternative process for Greenway to engage with the Golf Commission while the litigation between the City and Greenway remains pending. **By February 9, 2024, please either**

- a) identify a knowledgeable Greenway representative who will immediately begin attending Golf Commission meetings, or
- b) propose an alternative process for Greenway to meaningfully engage with the Golf Commission.

Greenway should also make a knowledgeable representative available to meet at least monthly with City staff to discuss operational issues and progress under the Annual Plan, as required under Section 3.5. Your letter identifies Brett Morrison as the City's point of contact to discuss day-to-day operations. **By February 9, 2024, please confirm whether Greenway is designating Mr. Morrison to meet at least monthly with City staff, as required under Section 3.5.**

Section 5.7 Greenway's Audit Obligations

On this issue, the parties appear to be at an impasse. The City has significant audit rights under the Lease, well beyond the bare minimum revenue summaries that Greenway suggests. Section 5.7 allows the City to examine all "books, records, statements **[and] supporting documentation....**" Greenway continues refusing to comply with this obligation, and your December 19 letter ignored this item entirely.

Separate from our disagreement as to the scope of the audit rights, we look forward to your thorough rent calculation by February 29, 2024, and expect that it will have documentation consistent with the level of detail required by the Lease.

Section F.1.6 Inquires and Complaints

Thank you for confirming that Mr. Morrison and Mr. Amaral are designated to respond to complaints. We will send any such complaints to their attention.

Exhibit F.2.1 Trees

The City's primary concern is the safety of those on or around the course. We hope Greenway shares this concern, and we would like to work collaboratively with Greenway to this end. But that is a two-way street. City staff visually observed numerous dead trees on the property from the exterior of the Golf Complex. This has been a repeated problem. Greenway now claims to have resolved this issue but provides no evidence to support this assertion. The City reserves the right to enter the premises to inspect the facilities, including trees in the park.

Your contention that the City somehow treated the prior owners differently regarding tree maintenance is simply untrue. The e-mail you reference in your letter discusses a regular tree trimming schedule, **not** the need to immediately address dead or dying trees that pose imminent danger to people and property in and near the park. The City has always insisted that safety hazards be immediately remedied. **By February 9, 2024, please provide Greenway's plans, policies, and procedures related to the inspection, trimming, and other maintenance of the trees on the course.** This level of transparency mirrors that offered by Greenway's prior owners.

North Course Construction

In your letter, you argue that the First Amendment to the Lease does not require Greenway to provide a construction schedule. This is an incorrect reading of the Lease.

The First Amendment describes revisions to the Lease's original plan for construction on the North Course. The Amendment does not otherwise change the terms in the original lease that require Greenway to provide the City with the construction schedule. Section 2.2 of the original Lease expressly requires Greenway to complete the North Course construction "***in accordance with a schedule to be submitted to City by Tenant and subject to City's review and approval, which shall include an estimated completion date for each category of Tenant Improvements, ('Construction Schedule')***."

Greenway's ongoing refusal to provide a construction schedule is particularly concerning given the years-long delays in finishing construction so far. Your December 19, 2023 letter states that the North Course is now scheduled to open in December 2024. But this opening date has been delayed several times already over the past few years, and the current state of construction on the North Course suggests the currently promised December 2024 opening is not realistic.

This refusal to provide a schedule is also concerning because it departs from the Parties' prior practice. Greenway provided regular schedule updates during construction of the South Course and during construction of the first half of the North Course. Now, however, Greenway merely encourages the City to view its social media platforms for construction updates. This will not do. The City is not a disinterested spectator. It owns Corica Park and has a significant interest in seeing the construction completed on schedule—for the benefit of the Parties and the broader community. ***Please provide a current construction schedule by February 9, 2024.***

* * * * *

In seeking to enforce the Lease provisions the City aims to facilitate open communication and collaboration between Greenway and the City regarding the North Course Construction and other issues at Corica Park. Not only is Greenway obligated to keep the City apprised of progress in construction, but such increased transparency is a necessary component of a productive working relationship between Greenway and the City.

We hope to receive Greenway's timely responses to the issues raised in this letter so that further action is not necessary.

Sincerely,


Jennifer Ott
City Manager


Justin Long
Recreation and Parks Director

City of Alameda • California

March 9, 2026



Greenway Golf
Mr. Ken Campbell
General Manager

Re: Lack of Parking Lot Lighting

Dear Ken,

We have received reports that all the lighting in the parking lot is not working. Please inspect and repair any light fixtures by **March 20, 2026**. The lighting is essential for the safety of golfers and Greenway staff. If Greenway does not complete the work by **March 20, 2026** the City will perform the work and invoice Greenway for all costs associated with meeting the lighting requirements under the lease and ensuring the safety of all golfers and Greenway staff.

Pursuant to Exhibit F of the Lease, entitled Maintenance Standards, Section 2.19.6 provides "Lighting fixtures are to be checked daily with re-lamping of faulty fixtures provided as needed at time of detection." As it relates to course lighting, Section 2.21 provides "All lighting systems shall be inspected on a regular basis with faulty bulbs, fixtures or other malfunctions repaired immediately upon detection as needed." As it relates to driving course lighting, Section 2.24.6 provides "Lighting shall be inspected on a regular basis with faulty bulbs and/or fixtures repaired or replaced as needed."

Thank you for your attention to this matter. Please inform me when the work is completed, and feel free to contact me should you have any questions.

Justin Long

Director of Recreation and Parks

From: [Justin Long](#)
To: [Umesh Patel](#)
Subject: Corica Golf Complex
Date: Wednesday, September 27, 2023 9:30:48 AM

Dear Mr. Patel,

I would like to introduce myself as I was recently appointed to the role of Director for the Alameda Recreation and Parks Department. I am proud to serve the vibrant community of Alameda and am looking forward to working with you to enhance the recreational opportunities for the residents of Alameda.

One of my key objectives is to foster partnerships and develop a strong working relationship with our formal partners that share our commitment to enriching the quality of life in our community. I would like to request the opportunity to meet with you and tour the Corica Park Golf Complex. During our visit, I would greatly appreciate the opportunity to learn more about the unique offerings and amenities of Corica Park, as well as give you the opportunity to discuss your operation and vision for the facility.

I understand that your time is valuable and will gladly accommodate your schedule for this visit. Please let me know a convenient date and time for you. Thank you for considering this request. Please do not hesitate to reach out to me directly at jlong@alamedaca.gov or 510-747-7570 to discuss this further or to schedule a meeting. I appreciate the opportunity to meet with you and introduce myself.

Cheers,

Justin Long

Alameda Recreation and Parks Department

From: [Ken Campbell](#)
To: [Umesh Patel](#)
Subject: Fwd: Course work
Date: Tuesday, June 4, 2024 4:19:49 PM

Begin forwarded message:

From: Justin Long <jlong@alamedaca.gov>
Date: June 4, 2024 at 9:54:52 AM PDT
To: Ken Campbell <ken@greenwaygolf.com>
Subject: Course work

Ken,

Does Greenway have a construction schedule for the North Course? If so, has a contractor been selected? We are getting questions from the public.

Thank you,

Justin

From: [Amy Wooldridge](#)
To: [Logan, Marc](#)
Cc: [Umesh Patel](#)
Subject: North Course Drainage Improvement Plans
Date: Monday, January 10, 2022 9:53:46 AM
Attachments: [image001.png](#)

Hi Marc,

This is following up on our conversations about what information Public Works is seeking to investigate flooding adjacent to the golf course. Please be sure to provide the North Course Drainage Improvement Plans as required by the Greenway First Amendment to the Lease (see below). It states that these plans will address improvements in the storm water retention ponds. That and any elevation survey data you have of the storm drain pipes and detailed utility plans for the South Course (should be as-builts now that its complete) and the North Course (current construction plans). Let me know when you can provide these. PW would like to receive it no later than two weeks.

Thank you,
Amy



Amy Wooldridge, she/her
Recreation and Parks Director, City of Alameda
(510) 747-7570
awooldridge@alamedaca.gov
www.alamedaca.gov/recreation
Find us on Facebook at PlayARPD

From: [Amy Wooldridge](#)
To: [Logan, Marc](#); [Umesh Patel](#)
Subject: pumps on N. Course
Date: Friday, November 19, 2021 12:49:26 PM

Hi Marc and Umesh,

Just an FYI follow up from the major rain event that flooded the parking lot. I confirmed with Public Works that the pumps on the North Course were operational throughout the storm event (they checked several times) but the sheer volume of rainfall overwhelmed the pumps and they couldn't keep up. As you know, that was an unusual storm event.

Thanks,
Amy

Amy Wooldridge, she/her
Recreation and Parks Director, City of Alameda
(510) 747-7570
awooldridge@alamedaca.gov
www.alamedaca.gov/recreation
Find us on Facebook at PlayARPD

From: [Amy Wooldridge](#)
To: [Umesh Patel](#)
Cc: [Brett Morrison](#)
Subject: Re: [EXTERNAL] Re: Graffiti
Date: Saturday, June 4, 2022 4:03:35 PM

Thank you for covering the graffiti. We've been informed by APD to photograph suspicious graffiti which could include those with letters and numbers. So apologies, I should not have spoken definitively that it is a gang tag but could be a suspected gang tag which is why I originally asked Brett to send me a photo that I could provide to PD. We also aim to remove graffiti within a day or two. This is standard for park maintenance and public works.

Amy

Amy Wooldridge
Recreation and Parks Director
City of Alameda
(510) 747-7570
awooldridge@alamedaca.gov
www.alamedaca.gov/recreation

On Jun 4, 2022, at 3:01 PM, Umesh Patel <umesh@lakewalkcap.com> wrote:

Amy-

The graffiti has all been covered.

We've spoken to multiple people and could not find anybody who knew of this being a gang tag. Please send us all details you have on the K 8 gang tag so we know what we are dealing with in case this happens again. Please also let us know who supplied this information to you.

Umesh

Sent from my iPhone

> On Jun 4, 2022, at 7:26 AM, Amy Wooldridge
> <AWooldridge@alamedaca.gov> wrote:

> Hi again Brett

>

> I saw the gang tag is still on the gate along with the other graffiti. Would you please at least remove the K8 tag. It's important to remove gang tags as soon as possible.

>

> Thank you.

> Amy

>

> Amy Wooldridge

> Recreation and Parks Director

> City of Alameda
> (510) 747-7570
> awooldridge@alamedaca.gov
> www.alamedaca.gov/recreation
>
>> On Jun 1, 2022, at 8:15 AM, Amy Wooldridge
<AWooldridge@alamedaca.gov> wrote:
>>
>> Hi Brett
>>
>> Would you please have the graffiti on the fire tower and gate into the tower
removed? Particularly the K8 on the gate. Please take a photo and send to me as
that's a gang tag and we need to document those.
>>
>> Thanks
>> Amy
>>
>> Amy Wooldridge
>> Recreation and Parks Director
>> City of Alameda
>> (510) 747-7570
>> awooldridge@alamedaca.gov
>> www.alamedaca.gov/recreation

From: [Amy Wooldridge](#)
To: [Umesh Patel](#)
Cc: [Elizabeth Mackenzie](#); [Ramiza, Gerald J.](#); [Yibin Shen](#); [Aker, Gregory R.](#); [Tong, Albert](#)
Subject: RE: Golf Commission Meeting
Date: Tuesday, September 13, 2022 2:07:03 PM

Dear Mr. Patel,

Pursuant to Section 3.6 of the Lease, Greenway is required to designate a representative to attend the meetings of the Golf Commission. This requirement has not been "negated" by any action of the City nor the ongoing litigation.

We expect a Greenway representative to attend this evening's Golf Commission meeting as well as future Golf Commission meetings. If Greenway refuses to send a representative, we will consider this to be a breach of the Lease.

Please also send me the letter that was discussed with North Course construction schedule so that I may share it with the public.

Thank you,
Amy

Amy Wooldridge, she/her
Recreation and Parks Director, City of Alameda
(510) 747-7570
awooldridge@alamedaca.gov
www.alamedaca.gov/recreation
Find us on Facebook at PlayARPD

From: Umesh Patel [mailto:umesh@lakewalkcap.com]
Sent: Tuesday, September 13, 2022 12:00 PM
To: Robert Lattimore <rlattbizexec@gmail.com>; John Kim <john.jk.kim@gmail.com>; kaiwinsu@gmail.com; Ed Downing <eccdowning@comcast.net>; Claire Loud <clairecloud@gmail.com>
Cc: Amy Wooldridge <AWooldridge@alamedaca.gov>
Subject: [EXTERNAL] Golf Commission Meeting

Dear Golf Commissioners,
Greenway will not be attending tonight's Golf Commission meeting. Nor will Greenway be attending future meetings while there is active litigation between the City and Greenway. The City is in material breach of its Lease with Greenway, for all the reasons set forth in Greenway's cross-complaint filed last Friday. Thus, while the Lease contemplates Greenway's attendance at Golf Commission meetings, the City's actions in bringing meritless claims against Greenway have negated

that provision for so long as the City persists in its conduct. Moreover, Greenway is concerned that the City will use statements made during Golf Commission meetings against Greenway, in an attempt to find some basis for its ill-conceived litigation. Greenway will gladly resume its attendance after the City dismisses its lawsuit or the litigation is otherwise resolved.

Umesh.

From: [Umesh Patel](#)
To: "[Amy Wooldridge](#)"; "[Eric Levitt](#)"
Subject: RE: Response to City Letter of 1/20/22

Hello Amy,

The annual financial statements sent to you were prepared in accordance with generally acceptable accounting principles (GAAP) and stated all gross revenue at Corica Park as per the lease terms in Section 5.7 of the Lease. The revenue details on these statements will enable the City to calculate if any annual percentage rent above the minimum rent is due and payable in years when this provision becomes applicable.

Thanks, Umesh.

From: Amy Wooldridge <AWooldridge@alamedaca.gov>
Sent: Wednesday, February 16, 2022 5:02 PM
To: Umesh Patel <umesh@lakewalkcap.com>; Eric Levitt <elevitt@alamedaca.gov>
Subject: RE: Response to City Letter of 1/20/22

Hello Umesh,

Would you please send updated annual financial statements that include both revenue and expense in accordance with GAAP.

Thank you,

Amy

Amy Wooldridge, she/her
Recreation and Parks Director, City of Alameda
(510) 747-7570

awooldridge@alamedaca.gov

www.alamedaca.gov/recreation

Find us on Facebook at PlayARPD

From: Umesh Patel [<mailto:umesh@lakewalkcap.com>]
Sent: Monday, February 14, 2022 2:32 PM
To: Eric Levitt <elevitt@alamedaca.gov>; Amy Wooldridge <AWooldridge@alamedaca.gov>
Subject: Response to City Letter of 1/20/22

Your attachments have been security checked by Mimecast Attachment Protection. Files where no threat or malware was detected are attached.

Hello Eric and Amy,

Please see attached Greenway's response to your letter dated 1/20/22.

Best, Umesh.

From: [Aker, Gregory R.](#)
To: [Yibin Shen](#)
Cc: [Elizabeth Mackenzie](#); [Ramiza, Gerald J.](#)
Subject: Wooldridge emails
Date: Monday, July 11, 2022 2:02:53 PM

Yibin,

Umesh Patel has recently been receiving emails sent to him directly by the City's Recreation and Parks Director, Amy Wooldridge. Given that the City has chosen to file a lawsuit against Greenway and, as a result of the City's actions, the parties are now in litigation, please make sure all future communications regarding Greenway's obligations under its Lease with the City and the subject matter of the lawsuit, including North Course completion, Fire Tower improvements, etc., are handled exclusively through the parties' litigation counsel.

As you know, Greenway has experienced considerable difficulty in communicating with the City through Ms. Wooldridge, who seems bent on finding trivial or nonexistent reasons to hold Greenway in breach of its contractual obligations under the Lease. Greenway has, accordingly, asked the City to replace Ms. Wooldridge with someone more cooperative as Greenway's principal contact with the City. As of today, we have received no response from the City to this request.

Furthermore, by my letter of April 12, 2022, Greenway offered to provide the City a revised North Course construction schedule by June 30, 2022. The City's sole response to that offer was the filing of a meritless lawsuit against Greenway on May 31, 2022, declaring Greenway in breach of the Lease. And what Ms. Wooldridge described as a "good initial meeting" with Greenway on the Fire Tower apparently occurred just as Ms. Wooldridge was verifying the City's complaint against Greenway, a fact which Ms. Wooldridge failed to disclose.

We look forward to hearing from you on the matters expressed in Mr. Ramiza's letter of July 7, 2022, including replacement of Ms. Wooldridge and acceptance of the proposed audit procedure for resolving the City's litigation claims against Greenway.

Greg

Gregory R. Aker | Partner

Pronouns: he, him, his

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Burke, Williams & Sorensen, LLP



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Exhibit E

*Greenway's memorandum to Justin Long, City of Alameda, dated November 19, 2025 requesting
South Course Greens Fee increases*

MEMORANDUM

To: Justin Long, City of Alameda

From: Greenway Golf Associates

Subject: Request South Course Resident Rate Adjustment – Corica Park (Effective 1/1/26)

Date: November 19, 2025

Greenway Golf Associates respectfully submits this request for an adjustment to the **resident rates for the South Course at Corica Park**, to be effective **January 1, 2026**.

Justification for Rate Adjustment

Resident rates for the South Course have not increased since November 2021, despite significant upward pressure on all operating costs over the past several years. Inflation has increased over 19% as measured by CPI-U San Francisco-Oakland-Hayward in that time and cost increases have directly impacted course maintenance, materials, utilities, and personnel expenses. The Producer Price Index for Golf Courses as published by the Bureau of Labor Statistics has increased by 29% in the last four years and the Bay Area subcategory in that nationwide number is estimated to be 45%.

Proposed Rate Structure

- The attached proposed resident rates include modest adjustments of \$5–\$8, depending on the day of week and category of play and is only half of what would be a full inflation adjustment at this time. We anticipate proposing the remaining half of this inflation adjustment at the end of 2026, to become effective 1/1/2027.
- These adjustments apply to the South Course only.
- Resident rates for North Course will remain unchanged given our new rates were introduced in March 2025, with no increase proposed for calendar year 2026.

Community Feedback

As part of this process, Greenway sought feedback from frequent resident players and local clubs. The responses were all favorable with an understanding by the golfing community of the need for a rate update given the widespread and much higher inflation for all goods and services in the last four years. Players and clubs alike expressed an appreciation for Greenway's efforts to maintain the value ethos and premium quality of the Corica Park experience.

Request for City Approval

Greenway respectfully requests the City's approval of the enclosed proposed resident rate schedule for the South Course, effective January 1, 2026.

Looking ahead, Greenway proposes to review resident rates annually prior to the start of each new year, recommending smaller, incremental adjustments when warranted, rather than extended periods without updates. This will differ slightly in 2026 when we expect rates to rise in similar proportion to this year as we continue to catch up with inflation from the past few years. We are very proud of Corica Park's transformation under Greenway's stewardship over the past 13 years and look forward to continued success in the decades to come.

CORICA PARK - 2025 GOLF RATES															
CORICA PARK	Monday to Thursday					Friday					Saturday and Sunday				
Rate Type	Public	Resident	Sr	Jr	Twilight	Public	Resident	Sr	Jr	Twilight	Public	Resident	Sr	Jr	Twilight
South Course 18	70	-	N/A	10	45	89	-	N/A	25	57	89	-	N/A	25	57
South Resident 18	-	50	36	10	40	-	62	N/A	25	52	-	62	N/A	25	52
South Resident Disc	-	-29%	-49%	0%	-11%	-	-30%	-	0%	-9%	-	-30%	-	0%	-9%
North Course 9	42	-	N/A	10	32	49	-	N/A	15	39	49	-	N/A	15	39
North Resident 9	-	34	N/A	10	24	-	39	N/A	15	29	-	39	N/A	15	29
North Resident Disc	-	-19%	-	0%	-25%	-	-20%	-	0%	-26%	-	-20%	-	0%	-26%
	Monday to Thursday					Friday					Saturday and Sunday				
North Course 18	80	-	N/A	10	55	99	-	N/A	25	67	99	-	N/A	25	67
North Resident 18	-	64	46	10	45	-	78	N/A	25	57	-	78	N/A	25	57
North Resident Disc	-	-20%	-43%	0%	-18%	-	-21%	-	0%	-15%	-	-21%	-	0%	-15%
North 18 vs North 9	90%	88%	-	0%	88%	102%	100%	-	67%	97%	102%	100%	-	67%	97%
North 18 vs South 18	14%	28%	28%	0%	22%	11%	26%	-	0%	18%	11%	26%	-	0%	18%

CORICA PARK - 2026 GOLF RATES															
CORICA PARK Rate Type	Monday to Thursday					Friday					Saturday and Sunday				
	Public	Resident	Sr	Jr	Twilight	Public	Resident	Sr	Jr	Twilight	Public	Resident	Sr	Jr	Twilight
South Course 18	75	-	N/A	10	45	94	-	N/A	25	57	94	-	N/A	25	57
South Resident 18	-	56	41	10	40	-	70	N/A	25	52	-	70	N/A	25	52
South Resident Disc	-	-25%	-45%		-11%	-	-26%	-		-9%	-	-26%	-		-9%
CORICA PARK Rate Type	Monday to Thursday					Friday					Saturday and Sunday				
	Public	Resident	Sr	Jr	Twilight	Public	Resident	Sr	Jr	Twilight	Public	Resident	Sr	Jr	Twilight
North Course 18	80	-	N/A	10	55	99	-	N/A	25	67	99	-	N/A	25	67
North Resident 18	-	64	46	10	45	-	78	N/A	25	57	-	78	N/A	25	57
North Resident Disc	-	-20%	-43%		-18%	-	-21%	-		-15%	-	-21%	-		-15%

CORICA PARK - GOLF RATE COMPS															
EASTBAY	Monday to Thursday					Friday					Saturday and Sunday				
Rate Type	Public	Resident	Sr	Jr	Twilight	Public	Resident	Sr	Jr	Twilight	Public	Resident	Sr	Jr	Twilight
Metro	46	-	41	17	31	56	-	41	17	43	71	-	N/A	22	45
Resident	-	36	36	17	27	-	36	36	17	36	-	63	N/A	22	36
<i>Resident Discount</i>	-	-22%	-22%	0%	-13%	-	-36%	-36%	0%	-16%	-	-11%	-	0%	-20%
Monarch Bay	45	-	36	10	32	49	-	36	10	35	75	-	N/A	N/A	42
Resident	-	35	26	10	24	-	35	26	10	24	-	50	N/A	N/A	30
<i>Resident Discount</i>	-	-22%	-42%	0%	-25%	-	-29%	-47%	0%	-31%	-	-33%	-	-	-29%
Lake Chabot	38	-	30	10	29	38	-	30	10	29	51	-	N/A	10	39
Resident	-	33	25	10	25	-	33	25	10	25	-	44	N/A	10	32
<i>Resident Discount</i>	-	-13%	-34%	0%	-14%	-	-13%	-34%	0%	-14%	-	-14%	-	0%	-18%
Redwood Canyon	40	-	30	12	29	45	-	34	12	32	54	-	N/A	N/A	35
Resident	-	33	30	12	29	-	45	34	12	32	-	54	N/A	N/A	35
<i>Resident Discount</i>	-	-18%	-25%	0%	0%	-	0%	-24%	0%	0%	-	0%	-	-	0%
Tilden Park	38	-	32	10	27	45	-	36	10	31	60	-	N/A	N/A	38
Resident	-	32	32	10	27	-	36	36	10	31	-	50	N/A	N/A	38
<i>Resident Discount</i>	-	-16%	-16%	0%	0%	-	-20%	-20%	0%	0%	-	-17%	-	-	0%
Boundary Oak	43	-	36	15	29	56	-	N/A	15	31	56	-	N/A	15	31
Resident	-	36	30	15	29	-	49	N/A	15	31	-	49	N/A	15	31
<i>Resident Discount</i>	-	-16%	-30%	0%	0%	-	-13%	-	0%	0%	-	-13%	-	0%	0%

CORICA PARK - GOLF RATE COMPS															
BAY AREA	Monday to Thursday					Friday					Saturday and Sunday				
Rate Type	Public	Resident	Sr	Jr	Twilight	Public	Resident	Sr	Jr	Twilight	Public	Resident	Sr	Jr	Twilight
Crystal Springs	65	-	43	27	51	98	-	N/A	47	67	98	-	N/A	47	67
Resident	-	65	43	27	51	-	98	N/A	47	67	-	98	N/A	47	67
Resident Discount	-	0%	-34%	0%	0%	-	0%	-	0%	0%	-	0%	-	0%	0%
Poppy Ridge	87	87	72	25	57	87	87	72	25	57	107	107	N/A	25	77
NCGA/Senior	-	-	49	25	46	-	-	49	25	46	-	-	N/A	25	64
Resident Discount	-	0%	0%	0%	0%	-	0%	0%	0%	0%	-	0%	-	0%	0%
Callippe Preserve	55	-	42	22	39	55	-	42	22	39	75	-	N/A	29	52
Resident	-	46	35	20	33	-	46	35	20	33	-	62	N/A	26	43
Resident Discount	-	-16%	-36%	-9%	-15%	-	-16%	-36%	-9%	-15%	-	-17%	-	-10%	-17%

CORICA PARK - GOLF RATE COMPS															
BAY AREA PREMIUM	Monday to Thursday					Friday					Saturday and Sunday				
Rate Type	Public	Resident	Sr	Jr	Twilight	Public	Resident	Sr	Junior	Twilight	Public	Resident	Sr	Junior	Twilight
Baylands	104	-	N/A	N/A	66	115	-	N/A	N/A	66	115	-	N/A	N/A	66
Bay Area Resident	-	-	N/A	N/A	61	-	-	N/A	N/A	61	-	-	N/A	N/A	61
Resident	-	79	N/A	N/A	55	-	92	N/A	N/A	55	-	92	N/A	N/A	55
Resident Discount	-	-24%	-	-	-17%	-	-20%	-	-	-17%	-	-20%	-	-	-17%
Harding Park	244	-	N/A	N/A	120	230	-	N/A	N/A	120	263	-	N/A	N/A	230
Bay Area Resident	-	-	N/A	N/A	95	-	-	N/A	N/A	95	-	-	N/A	N/A	115
Resident	-	90	N/A	N/A	60	-	119	N/A	N/A	60	-	126	N/A	N/A	87
Resident Discount	-	-63%	-	-	50%	-	-48%	-	-	50%	-	-52%	-	-	38%
Presidio	102	-	-	25	82	132	-	-	25	87	132	-	-	25	87
Resident	-	77	60	25	57	-	107	85	25	67	-	107	85	25	67
Resident Discount	-	-25%	-41%	0%	-30%	-	-19%	-36%	0%	-23%	-	-19%	-36%	0%	-23%