

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ALAMEDA AND
THE EAST BAY REGIONAL PARK DISTRICT RELATED TO THE NORTHWEST
TERRITORIES REGIONAL PARK AT ALAMEDA POINT**

This Memorandum of Understanding ("**MOU**") is entered into as of this _____ day of _____, 2019 (the "**Effective Date**") by and between the City of Alameda, a municipal corporation ("**City**"), and the East Bay Regional Park District, a California special district ("**EBRPD**"), with reference to the following facts:

- A. The Naval Air Station Alameda ("**NAS Alameda**" or "**Alameda Point**"), which encompasses the Naval facilities and grounds comprising the western end of the City and consists of over 2,000 acres of real property, together with the buildings, improvements and related other tangible personal property located thereon and all rights, easements and appurtenances thereto, was decommissioned by the United States Department of the Navy (the "**Navy**") in 1993 and closed in 1997.
- B. The City, through the Alameda Reuse and Redevelopment Authority, adopted the NAS Alameda Community Reuse Plan ("**Reuse Plan**"), as amended, to establish a plan for the reuse and redevelopment of Alameda Point. EBRPD participated throughout the development of the Reuse Plan in support of a future regional park to be included on a portion of Alameda Point. The Reuse Plan sets forth specific policy and planning goals and objectives with regards to the disposition and use of the property at Alameda Point. The Reuse Plan designated portions of the Northwest Territories (as defined in Recital I) as recreation and open space areas and identified a shoreline park.
- C. EBRPD works throughout Alameda and Contra Costa Counties to protect natural and cultural resources and to protect and restore open spaces that provide for environmental education and healthful recreation. The mission of EBRPD is to preserve a rich heritage of natural and cultural resources and provide open space, parks, trails, and safe and healthful recreation and environmental education. An environmental ethic guides EBRPD in all of its activities.
- D. EBRPD currently manages Alameda Beach for the City as part of the Robert W. Crown Memorial State Beach. EBRPD has maintained a long-term interest in providing public access to a unique vista of the San Francisco Bay, and restoring habitat at Alameda Point consistent with the protection of the endangered least tern colony located on the former airfields. EBRPD identified a future regional shoreline at Alameda Point in its 1997 Master Plan. The update of the Master Plan in 2013 continued to identify a future regional shoreline on this site.
- E. In 2003 the City adopted a General Plan Amendment for Alameda Point, which added Chapter 9 (Alameda Point) to implement the community's vision for the reuse of Alameda Point consistent with the goals of the Reuse Plan and other City policy documents.

- F. In November 2008, Measure WW, the EBRPD Regional Open Space, Wildlife, Shoreline Bond was passed with over 71% support in the City. Measure WW included a commitment of \$6.4 million to “protect wildlife habitat, create regional recreation opportunities on San Francisco Bay, extend the bay trail around Alameda Point in cooperation with the City, and restore shoreline areas including beach and dune grass habitat.” On September 16, 2008, the Alameda City Council (“**City Council**”) adopted a Resolution of Support of Measure WW, including the commitment for Alameda Point.
- G. In June 2012, the City Council directed City staff, upon acquisition of major portions of Alameda Point, to complete the necessary Environmental Impact Report (“**EIR**”), General Plan amendments, Zoning Ordinance amendments, including the creation of the Alameda Point District (Alameda Municipal Code 30-4.24), and a Master Infrastructure Plan (“**MIP**”) (collectively, the “**Planning Documents**”) required to implement the Reuse Plan in compliance with the California Environmental Quality Act (“**CEQA**”), the City of Alameda General Plan and the Reuse Plan.
- H. On August 29, 2012, the United States Fish and Wildlife Service (“**USFWS**”) issued a Biological Opinion on the Proposed Naval Air Station Alameda Disposal and Reuse Project in the City of Alameda, Alameda County, California (the “**Biological Opinion**”) to the Navy and the United States Department of Veterans Affairs (the “**VA**”). The Biological Opinion included a regional shoreline park and identifies EBRPD as a potential manager of the regional shoreline park, the bay trail along the estuary side of the NW Territories (“**NW Territories Bay Trail**”), as shown on Exhibit A, and the seasonal bay trail extension along the bay side and to the left of the point at the NW Territories, as separately shown on Exhibit A (“**Seasonal Bay Trail Extension**”). USFWS, the VA, the City and EBRPD worked together to identify a project that protected the endangered least tern that nests on the former airfields on the portion of Alameda Point to be transferred to the VA.
- I. On February 4, 2013, the City and the VA entered into that certain Formal Term Sheet (“**FTC**”) Between U.S. Department of Veterans Affairs and the City of Alameda, California with respect to the proposed acquisition by the VA from the Navy of approximately 624 acres of land (the “**VA Property**”) at Alameda Point. The VA intends to construct on the VA Property an outpatient clinic, a columbarium and administrative offices, and a conservation office (collectively, the “**VA Facilities**”). As part of the VA’s construction of the VA Facilities, the VA also plans to construct and install new utility lines, including electricity, sewer, water, drainage and other utilities (collectively, the “**VA Improvements**”), to serve both the VA’s requirements arising from the VA Facilities and the City’s anticipated requirements, including support of the NW Territories Regional Shoreline (as defined below), as further described in the FTC.

- J. On February 4, 2014, the City Council approved the Planning Documents, which included the designation of 158 acres of Alameda Point, commonly referred to as the “**Northwest Territories**,” and as more particularly depicted on Exhibit A attached hereto, for use as a passive regional shoreline park (“**NW Territories Regional Shoreline**”). On February 4, 2014, the City certified the EIR, adopted certain mitigations and adopted a Mitigation Monitoring and Reporting Program (“**MMRP**”).
- K. On June 6, 2013 and April 12, 2016, the Navy transferred a total of 1,562 acres of Alameda Point to the City, including portions of the NW Territories Regional Shoreline property pursuant to the Economic Development Conveyance Memorandum of Agreement (“**EDC MOA**”).
- L. The City controls or will eventually own or control the remaining portions of the NW Territories Regional Shoreline area pursuant to the EDC MOA and the Lease in Furtherance of Conveyance (“**LIFOC**”) between the Navy and the City, excluding the Seasonal Bay Trail Extension that will be on the VA Property.
- M. All of the property designated for the NW Territories Regional Shoreline is subject to restrictions imposed on property subject to the public trust (“**Tideland Trust Restrictions**”).
- N. The property designated for the NW Territories Regional Shoreline is susceptible to future inundation from sea level rise. Any park improvements and/or habitat restoration will need to consider sea level rise adaptation strategies and resilient design (as described in Section 1.c), as part of its initial planning, though no levee is contemplated in the MIP for the NW Territories Regional Shoreline.
- O. The City and EBRPD desire to enter into this MOU to set forth the initial terms, conditions and process for the planning, development, construction and operation of the NW Territories Regional Shoreline consistent with the City's Planning Documents, and to set out the initial terms and conditions of a Lease (as defined in Section 4) applicable to the NW Territories Regional Shoreline to be entered into by the City and EBRPD with respect to the planning, development and operation of the public regional park.

WITH REFERENCE TO THE FACTS RECITED ABOVE, which are incorporated herein by reference, the City and EBRPD agree as follows:

1. Components of NW Territories Regional Shoreline. The City and EBRPD agree that the build out of the NW Territories Regional Shoreline will generally take place in development phases, as further described in Section 2. While the City and EBRPD intend to work cooperatively to identify the development phasing and the components of the NW Territories Regional Shoreline, the parties expect the park to include, and staff will recommend, the following general park components (collectively, the “**Shoreline Components**”):

- a. Shoreline Land: Approximately 158 acres of passive recreation and park land within the NW Territories Regional Shoreline, including the future expansion of the park as (i) the Seasonal Bay Trail Extension is constructed and open to the public, and (ii) the City completes the Shoreline Stabilization (as defined in Section 3.k.) adjacent to the NW Territories Bay Trail (each an “**Expansion Premises**”);
 - b. NW Territories Bay Trail: The portion of the bay trail along the estuary side of the NW Territories, excluding the Seasonal Bay Trail Extension;
 - c. Resilient Design: Planning for sea level rise, to the extent necessary, through resilient design. Resilient design, as used herein, shall mean that the initial design will take into consideration future climatic conditions, recognizing that those future conditions may, over time, require periodic adjustment of the NW Territories Bay Trail and the Seasonal Bay Trail Expansion away from the shoreline as a result of the rising sea levels inundating the low lying land and shoreline, impacting public access to the NW Territories Bay Trail and the Seasonal Bay Trail Extension;
 - d. Circulation: Internal bicycle/pedestrian trails and circulation within the park;
 - e. Roads: No vehicular roads, except for those paths used for park maintenance and/or emergency vehicle access;
 - f. Viewing/Seating: Viewing and seating areas within the park;
 - g. Habitat: Habitat restoration within the park; and
 - h. Amenities: Restrooms and parking areas for use by park visitors.
2. Development Phasing. Phasing and development of the NW Territories Regional Shoreline will depend upon a number of factors, including funding requirements, availability of funding, timing of obtaining regulatory approvals, coordination with adjacent development projects and development opportunities and constraints with respect to portions of the park. The development phases described below are for discussion purposes only and are not reflective of the final phased development plan for the NW Territories Regional Shoreline. Proposed development phases are currently as follows:
- a. Interim NW Territories Bay Trail: Interim access by the public to a portion of the NW Territories Bay Trail during development and as soon as reasonably possible, through use of a temporary trail or regularly scheduled guided walks;
 - b. Components: Development and construction of the Shoreline Components;
 - c. Completion of NW Territories Bay Trail: Completion of the NW Territories Bay Trail, such that the public may access and use that portion of the trail; and

- d. Completion of Seasonal Bay Trail Extension: Completion of the Seasonal Bay Trail Extension, such that the public may access and use that portion of the trail.

Regardless of the ultimate development phasing of the park, the City and EBRPD agree to work cooperatively to achieve the mutual goal of providing recreational and open space opportunities at the NW Territories Regional Shoreline as soon as reasonably possible, including access by the public to the NW Territories Bay Trail as an interim improvement.

- 3. Lease Terms. The City and EBRPD shall work cooperatively to negotiate the terms and conditions of a lease ("**Lease**") pursuant to which EBRPD will lease the NW Territories Regional Shoreline from the City; provided that the City and EBRPD agree that the Lease will be negotiated and executed within one (1) year of the Effective Date of this MOU or within one (1) year of date that the Navy transfers the remaining portions of the NW Territories Regional Shoreline area pursuant to the EDC MOA to the City, whichever occurs later. The Lease will contain the following basic terms:
 - a. Term: No more than 66 years as required by the Tideland Trust Restrictions.
 - b. Commencement Date: Upon full execution of the Lease by both parties ("**Commencement Date**").
 - c. Preliminary Site Plan: A preliminary site plan for the NW Territories Regional Shoreline ("**Preliminary Site Plan**") to be prepared by the parties and attached to the Lease, which shall be in substantially the form of Exhibit A attached hereto;
 - d. Concept Plan. EBRPD will initiate and demonstrate progress on a Concept Plan (as defined herein) within two (2) years of the Commencement Date of the Lease, subject to potential extensions to be mutually agreed upon by the City Manager of the City and the General Manager of EBRPD, or their designees. "**Concept Plan**" shall mean a more detailed version of the Preliminary Site Plan. The Concept Plan shall be developed based on public input and shall include, among other things, a construction budget, construction milestones, and descriptions of the final development phases; provided that that the parties agree that the development phases described in the Concept Plan may be undertaken in any order determined most appropriate for the project.
 - e. Premises/Expansion Premises: A legal description of the shoreline park, as well as each Expansion Premises, shall all be attached to the Lease.
 - f. Rent: One dollar (\$1.00) per year.
 - g. Funding: As set forth in Section 5 of this MOU, the identification of voter approved Measures WW and FF for funding portions of the NW Territories Regional Shoreline.

- h. Additional Funding: EBRPD and the City will work cooperatively to identify additional funding sources for development of the park, as well as permanent funding sources from grants and other agencies to provide for long-term maintenance and operation of the NW Territories Regional Shoreline.
- i. Maintenance: EBRPD is responsible for maintaining, repairing and operating the completed NW Territories Regional Shoreline, including each Expansion Premises as each becomes part of the park. All such maintenance, repair and operation shall be performed by EBRPD at the same level as it provides to other EBRPD parks within its jurisdiction.
- j. Restrictions/Covenants: EBRPD will comply with all restrictions and covenants applicable to the park, including, without limitation: (i) conditions of the EDC MOA, (ii) restrictions set forth in the deeds conveying the property from the Navy to the City, provided EBRPD shall have no responsibility for remediation or liability associated with the Navy's contamination or former use of the property, except to the extent caused or exacerbated by EBRPD; (iii) Tidelands Trust Restrictions; (iv) the federal biological restrictions applicable to the park and contained in the Navy Declaration of Restrictions for the Former Naval Air Station Alameda (Recorded June 6, 2013; Series No. 2013J677266; and (v) the LIFOC regarding those portions of the NW Territories Regional Shoreline that may be subleased from the Navy, if any (collectively, the "**Restrictions**").
- k. Shoreline Stabilization. The City will be responsible, at its cost (subject to Section 5.d), for constructing shoreline stabilization ("**Shoreline Stabilization**") along certain portions of the NW Territories Bay Trail (to be identified in the Lease) and once such work is completed, the portion of the property to which the Shoreline Stabilization work is adjacent (i.e., an Expansion Premises) will become subject to the Lease, provided that EBRPD will not be responsible for maintaining, repairing and operating the seawall or other Shoreline Stabilization adjacent to the NW Territories Bay Trail.
- l. City License: A license in favor of the City to use, prior to start of construction of the NW Territories Regional Shoreline, all or any portion of the park property for the Alameda Antique Faire and other special events similar to those held at Alameda Point in recent years. All revenues generated from the City's interim use of the park property will accrue solely to the City. The license will be subject to termination, upon no less than 180 days' written notice to the City when EBRPD will need possession of the NW Territories in order to commence construction or related development work that requires such termination; the form of license will be attached to the Lease as an exhibit.
- m. Public/Stakeholder Engagement: The City and EBRPD will work cooperatively to engage and incorporate input from the public and stakeholders including each of City and EBRPD staff, the EBRPD/City Liaison Committee, Alameda Recreation and Parks Commission, and Alameda City Council on the planning and development of the park.

- o. Progress Reports: EBRPD will provide to the City an annual progress report on the planning, development and construction of the NW Territories Regional Shoreline until construction of the NW Territories Regional Shoreline, including any Expansion Premises, is complete. Such report may be written or oral, so long as any oral report is presented by EBRPD at a public meeting of City Council.
- p. Fees: All fees charged by the City in connection with the planning and development by EBRPD of the NW Territories Regional Shoreline will be based on the City recovering costs related to its staff time and other actual out-of-pocket costs. The City will not charge EBRPD any development impact fees.

4. Access Rights/Easements.

- a. Access Rights. Prior to the Commencement Date of the Lease, the City shall provide EBRPD with a right-of-entry to undertake predevelopment activities for the NW Territories Regional Shoreline, which right-of-entry agreement will require EBRPD to comply with the City's typical insurance requirements and to indemnify the City from harm arising from or related to such entry by EBRPD and/or its employees, agents and contractors.
- b. Easements. The parties acknowledge that as part of the development of the park and the park's on-going operation, each of them will need permanent and temporary easements, including, among others, utility and storm water easements. The parties agree to work cooperatively to prepare and execute necessary easements, provided none of these easements shall not materially interfere with the other party's rights. Notwithstanding the forgoing, EBRPD shall have no liability with respect to any storm water easements to which the City is a party.

5. Financing. The parties will work cooperatively to secure funds for development of the NW Territories Regional Shoreline consistent with the Concept Plan that will include funds from the following sources:

- a. Measure WW Funds. City is leasing the land to EBRPD at no material cost, and EBRPD has identified approximately \$6,400,000 in Measure WW funds for use in connection with the development of the NW Territories Regional Shoreline.
- b. Measure CC and Measure FF Funds. EBRPD has committed funding from Measure CC and subsequently Measure FF for maintenance and operation of the NW Territories Regional Shoreline, the NW Territories Bay Trail and the Seasonal Bay Trail Extension.
- c. Development Impact Fees. In addition to the VA Improvements, the City shall consider, in its sole discretion, using a portion of the funds generated by the Alameda Point Development Impact Fee toward funding development of the

NW Territories Regional Shoreline, but only to the extent that such funding is consistent with the MIP and Development Impact Fee Ordinance. The MIP and DIF Ordinance anticipate construction of the NW Territories Bay Trail and the Seasonal Bay Trail Extension.

- d. Shoreline Stabilization. It is anticipated that funds from the private development of Alameda Point will be used by the City to fund most of the Shoreline Stabilization costs. The City may also pursue grant funds and leverage existing financial sources for such costs.
- e. Operations and Maintenance. EBRPD and City will work cooperatively to identify additional permanent funding sources, or other funding mechanisms, but excluding formation of a Communities Facilities District (“**CFD**”), to provide for long-term maintenance and operation of the NW Territories Regional Shoreline. By way of clarification, a CFD shall not be used to generate all or any portion of the funds required to plan, construct, maintain or operate the NW Territories Regional Shoreline.
- f. Grant Funding and Administration. Funding of the NW Territories Regional Shoreline improvements will depend upon obtaining grant funds. Until completion of development of the NW Territories Regional Shoreline consistent with the Concept Plan, the City and EBRPD agree to work cooperatively to (i) pursue grant funds for the development of the NW Territories Regional Shoreline, (ii) agree upon the submission of any grant application, and (iii) if the parties mutually agree to submit a grant application, to agree on a work/action plan for completing the grant application, utilization of land contribution and VA Improvements as potential grant matching sources, and allocating staff resources from each organization to jointly prepare grant applications. Where applicable, EBRPD will be responsible for administering grant funds received for the NW Territories Regional Shoreline.

6. Permitting, Naming, Design and Construction.

- a. EBRPD Responsibilities. EBRPD shall be responsible for (i) preparing a regional shoreline and trail plan, classifying the type of park and naming the park, trails and special features within the park; (ii) preparing design and construction plans for each phase of the NW Territories Regional Shoreline consistent with the Concept Plan; (iii) obtaining any applicable permits and governmental approvals necessary for the construction of improvements for each phase of the NW Territories Regional Shoreline; and (iv) constructing any and all improvements, except the Shoreline Stabilization. EBRPD will consider names that demonstrate a connection to Alameda and the history of the property and will formally solicit feedback on the naming of the park from the City. EBRPD maintains the final authority for naming of the park, but will exercise its authority reasonably.
- b. City Responsibilities. The City will act as the lead agency on any required environmental review related to the approval of the Lease, and will construct,

at the City's cost, the Shoreline Stabilization adjacent to the portion of the NW Territories Bay Trail described in the Lease.

7. Design and Planning Coordination. The parties acknowledge the importance of joint planning for and potentially shared use of facilities and necessary infrastructure at the NW Territories Regional Shoreline and will coordinate and consult with each other in the context of each agency's planning activities, including, but not limited to, the City's placement (including engineering) of the planned City sports park adjacent to the NW Territories Regional Shoreline. The City and EBRPD shall work cooperatively to coordinate design connectivity at the interface between the NW Territories Regional Shoreline and planned adjacent developments, and to determine the placement of other facilities, including kiosks and water fountains, to allow for joint planning of utilities, including water and electricity. Additionally, since the NW Territories Regional Shoreline will be constructed adjacent to the VA Property and other facilities serving veterans, the design of the park improvements will consider the special needs and interests of the veteran population. The City and EBRPD shall both coordinate with the VA regarding the potential joint use of some park amenities, such as the parking and bathrooms.
8. Utility Coordination and Streamlining. The parties will collaborate on the design of utilities and the development of the NW Territories Regional Shoreline as it relates to the City's contemplated sports complex. To streamline work and minimize costs, each party when contracting for work on its property, shall consider, in its reasonable, good faith discretion, requests from the other party to include within the contractor's scope(s) of work, additional work on the requesting party's property to be undertaken at the requesting party's cost and expense.
9. Coordination of Remediation Work and Land Use Controls. Subject to compliance with the Restrictions, EBRPD will not be responsible for any hazardous materials, liability or remediation that are known or discovered on the NW Territories, except to the extent caused or exacerbated by EBRPD. The parties will work cooperatively to ensure that the scope of Navy-funded remediation work on the NW Territories Regional Shoreline will be sufficient to ensure that the property can accommodate passive recreational uses. The parties will work cooperatively to ensure that any land use controls proposed by the Navy for the NW Territories Regional Shoreline property will not preclude the use of the property for passive recreational use and habitat conservation.
10. Beneficial Reuse of Dredge Spoils for Shoreline Development. EBRPD will work cooperatively with the City to create reasonable and cost-efficient opportunities to use dredge spoils in the development of the NW Territories Regional Shoreline.
11. First Responder Responsibilities. The City agrees to provide first responder police services to the NW Territories Regional Shoreline consistent with the August 21, 2007 Cooperative Policing Agreement between the City and EBRPD, as such may be amended and/or restated. The City also agrees to provide first responder fire

protection services to the NW Territories Regional Shoreline. The City and EBRPD shall work cooperatively on public safety programs and incident investigation responsibilities that cross jurisdictional boundaries as is the current practice.

12. Term. This MOU shall remain in effect until the earlier of the following: (i) the mutual agreement of the parties to terminate; (ii) the execution of a Lease between the City and EBRPD; or (iii) three (3) years after the date of execution of this MOU by both parties, subject to mutual agreement to extend by the City Manager of the City and the General Manager of EBRPD, or their designees. This MOU shall not obligate the City or EBRPD to enter into any agreement containing any particular terms. Execution of this MOU by the parties is merely an agreement to work cooperatively in accordance with the terms hereof. Each of the City and EBRPD retain the final discretion regarding the approval of and execution of any further agreements, such as the Lease, conservation easements, right-of-entry agreements, utility easements, and storm water easements.
13. Notices. All notices required hereunder may be given by personal delivery, U.S. mail, or courier service (e.g., Federal Express) to the addresses below. Any notice shall be deemed received on the date of delivery if delivered by personal service, three (3) business days after mailing if sent by first class mail, and on the date of delivery or refused delivery as shown by the records of the overnight courier if sent via overnight courier

To District: East Bay Regional Park District
Attention: Chief of Planning
2950 Peralta Oaks Court
Oakland, California 94605
Telephone: (510) 544-2600

With a copy to: East Bay Regional Park District
Attention: District Counsel
2950 Peralta Oaks Court
Oakland, California 94605
Telephone: (510) 544-2007

To City: City of Alameda
Attention: City Manager
2263 Santa Clara Avenue
Alameda, California 94501
Telephone: (510) 747-7400

With a copy to: City of Alameda
Attention: City Attorney

2263 Santa Clara Avenue
Alameda, California 94501
Telephone: (510) 747-7400

15. No Joint Venture. Nothing in this MOU is intended to nor shall it be deemed to establish the parties as partners, co-venturers or principal and agent with the other.
16. No Assignment. This MOU may not be assigned by either party.
17. Severability. If any provision of this MOU or the application of any such provision shall be held by a court of competent jurisdiction to be invalid, void or unenforceable to any extent, the remaining provisions of this MOU and the application thereof shall remain in full force and effect and shall not be affected, impaired or invalidated.
18. Integration. This MOU represents the full, complete and entire agreement of the parties with respect to the subject matter hereof, and supersedes any and all other communications, representations, proposals, understandings or agreements, whether written or oral, between the parties hereto with respect to such subject matter.
19. Modifications. This MOU may not be modified or amended, in whole or in part, except by a written instrument signed by an authorized officer or representative of each of the parties hereto.
20. Interpretation. As used in this MOU, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This MOU shall be interpreted as though prepared jointly by both parties. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this MOU or any of its terms.
21. Authority. The parties represent that the individuals whose signatures appear at the end of this document as signatories are authorized by their respective boards or council to enter into this MOU on behalf of and to bind their respective agencies to the terms of this MOU.
22. Cooperation. All references in this MOU to the City and EBRPD cooperating and/or working cooperatively (or the like) shall mean that in each instance, the parties shall work cooperatively and in good faith and shall use commercially reasonable efforts to accomplish the particular task.
23. Counterparts. This MOU may be signed in counterparts and the signature pages combined shall create a document binding on all the parties.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by:

CITY OF ALAMEDA, a municipal corporation

By: _____
Eric J. Levitt
City Manager

Date: _____, 2020

Approved as to Form:

Lisa Nelson Maxwell
Assistant City Attorney

EAST BAY REGIONAL PARK DISTRICT

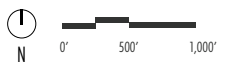
By: _____
Robert Doyle
General Manager

Date: _____, 2020

Approved as to Form:

Name: _____
EBRPD District Counsel

EXHIBIT A Preliminary Site Plan



DRAFT 11.13.2019