

RECORDING REQUESTED BY:
CITY OF ALAMEDA

AND WHEN RECORDED MAIL TO:

CITY OF ALAMEDA
2263 SANTA CLARA AVENUE, ROOM 280
ALAMEDA, CA 94501
ATTN: CITY ATTORNEY

(THIS SPACE FOR RECORDER'S USE
ONLY)

The undersigned declares that this Relinquishment of Rights, Imposition of Restrictions and Reservation of Rights is exempt from recording fees per Govt. Code §27383.

**RELINQUISHMENT OF RIGHTS, IMPOSITION OF RESTRICTIONS
AND RESERVATION OF RIGHTS**

THIS RELINQUISHMENT OF RIGHTS, IMPOSITION OF RESTRICTIONS AND RESERVATION OF RIGHTS ("**Relinquishment**") is made as of _____, 2021, by the CITY OF ALAMEDA, a charter city and municipal corporation ("**City**"), for the benefit of City and the public.

RECITALS

- A. Pursuant to that certain map entitled Waterside Terrace, filed August 30, 1912 in Map Book 27, Page 12, in the official records of Alameda County ("**Map**"), City accepted certain rights with respect to that certain pathway ("**Original Pathway**"), as more particularly described on **Exhibit A**, attached hereto and incorporated herein.
- B. City has elected to relinquish certain rights in the Original Pathway, as further described herein, and to reserve certain rights, including establishing a View Corridor, as defined in Article 1.
- C. City also desires to set out certain restrictions with respect to the View Corridor, as described below.

ARTICLE I

PATHWAY

The Original Pathway, as described on **Exhibit A**, is hereby revised such that, upon recordation of this Relinquishment, it shall be deemed a view corridor and shall appear as specifically shown on **Exhibit B** ("**View Corridor**").

ARTICLE II

RESTRICTIONS

In connection with this Relinquishment, certain restrictions shall be imposed on the View Corridor:

2.1 Permitted Improvements. Except as expressly permitted herein, no new fence, barrier, structures, walls, signs or buildings shall be erected, constructed, maintained or permitted, either temporarily or permanently, across, through, within or under the View Corridor. The following improvements are permitted, so long as such improvements do not block, impact or obstruct the View Corridor and comply in all respects with the Alameda Municipal Code, and all City building codes, zoning regulations and other conditions and requirements imposed by City in its regulatory capacity: (a) an open (non-solid) fence no taller than four (4) feet, and (b) a maximum of two (2) signs indicating that the View Corridor is not open for public use or access, the appearance, size and substance of which shall be approved in advance and in writing by City ("**Permitted Improvements**"). In addition to any applicable City requirements described above, all Permitted Improvements shall comply with all other applicable laws and regulations which may apply.

2.2 Landscaping. All new shrubbery, hedges or other plantings placed, planted, maintained or permitted, either temporarily or permanently, in, on, under, across or over the View Corridor shall not exceed a height of twelve (12) inches, and shall comply with all applicable laws and regulations, including without limitation the Alameda Municipal Code.

2.3 View. Nothing shall be constructed, erected, placed, maintained or permitted on, in, through or about the View Corridor that blocks, impacts or obstructs the view of the water or shoreline or that in anyway blocks, impacts or obstructs the View Corridor. Notwithstanding the foregoing, the View Corridor may be temporarily used for vehicle parking, fencing and staging as reasonably necessary for the purposes of maintenance and construction.

2.4 Grade. Except as may be required to comply with an applicable governmental requirement, no material changes to the grade or elevation of the View Corridor shall be made without the prior written consent of City in its regulatory capacity and in conformance with all applicable laws and regulations, including without limitation the Alameda Municipal Code and all applicable building codes.

ARTICLE III

MAINTENANCE

Maintenance, Repair and Restoration. City shall have no obligation or responsibility to maintain, repair or restore the Original Pathway or the View Corridor irrespective of the condition of the Original Pathway or View Corridor upon recordation of this Relinquishment; provided, however, that City shall have and retain the right to access the Original Pathway and the View Corridor from land or water as it deems necessary and appropriate.

ARTICLE IV

LIABILITY/INSURANCE

4.1. Liability. City shall have no obligation or responsibility for personal injury or property damage to the extent arising from use of the Original Pathway or the View Corridor

irrespective of the condition of the Original Pathway or View Corridor upon recordation of this Relinquishment or at any time thereafter.

4.2 Insurance. City shall have no obligation or responsibility to insure the Original Pathway or the View Corridor from personal injury, property damage or any other risk arising from use of the Original Pathway or the View Corridor.

ARTICLE V

EMERGENCY ACCESS

City shall have the right to access the Original Pathway and the View Corridor in any manner appropriate and necessary, in the City's determination, in connection with an emergency or any exigent situation.

ARTICLE VI

MISCELLANEOUS

6.1 Effect of Invalidation. If any provision of this Relinquishment is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions herein.

6.2 Binding Effect. The terms of this Relinquishment shall constitute covenants running with the land.

6.3 Governing Law. This Relinquishment shall be construed in accordance with and governed by the laws of the State of California.

IN WITNESS WHEREOF, City has executed this Relinquishment as of the date first set forth above.

CITY:

City of Alameda,
a charter city and municipal corporation

By: _____
Eric J. Levitt
City Manager

Date: _____

Approved as to Form

By: _____
J. Aaron Duffy
Staff Counsel

***NOTE: NOTARY ACKNOWLEDGMENTS FOR ALL SIGNATURES MUST BE ATTACHED,
PER CIVIL CODE SEC. 1180 ET. SEQ.***

EXHIBIT A – ORIGINAL PATHWAY

(Attached)

EXHIBIT B – VIEW CORRIDOR

(Attached)