

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)

APN: 69-109-165 & 69-109-166

The undersigned declares that this Easement Amendment is exempt from recording fees per Govt. Code §27383.

EASEMENT AMENDMENT

THIS EASEMENT AMENDMENT ("**Amendment**") is made as of _____, 2021, by and between _____ ("**Owner A**"), _____ ("**Owner B**") the CITY OF ALAMEDA, a charter city and municipal corporation (the "**City**"), for the benefit of the City and the public.

RECITALS

A. Owner A is the owner of the certain parcel of real property located in Alameda, California, commonly known as 3267 Fernside Boulevard, designated by the Alameda County Assessor as Assessor's Parcel Number ("**APN**") 69-109-165, and more particularly described in **Exhibit A**, and incorporated herein by reference ("**Parcel A**").

B. Owner B is the owner of the certain parcel of real property located in Alameda, California, commonly known as 3301 Fernside Boulevard, designated by the Alameda County Assessor as APN 69-109-166, and more particularly described in **Exhibit B**, and incorporated herein by reference ("**Parcel B**")

C. The City owns an easement over a portion of Parcels A and B 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.

D. The location of the City's existing easement is depicted on **Exhibit C**, which is incorporated herein by reference.

E. The parties desire to revise the location of the existing easement and to modify the City's rights and obligations with respect to the relocated easement, as further described herein.

AGREEMENT

NOW, THEREFORE, incorporating and in consideration of the foregoing recitals and for other valuable consideration, the parties agree as follows:

1) **Revised Location of Easement.** The location of the easement is hereby revised such that, upon recordation of this Amendment, the easement shall be located as depicted on **Exhibit D**, and shall be designated herein as "the **Relocated Easement.**"

2) **Character and Use of Relocated Easement.** The Relocated Easement shall be a perpetual and non-exclusive easement appurtenant to be used as a public pedestrian pathway providing ingress and egress from Fernside Boulevard to the shoreline. The Relocated Easement shall also serve as a view corridor from Fernside Boulevard to the shoreline.

3) **Existing Pathway and Driveway.** There is currently a driveway on a portion of the Relocated Easement beginning at Fernside Boulevard and continuing for 65.3 feet (the "**Driveway**"). There is also currently a pedestrian pathway ("the **Pathway**") on a portion of the Relocated Easement. Both the Driveway and the Pathway are shown on Exhibit D.

4) **Resident Use Rights.** The residents of Parcel B, and such residents' invitees, shall have the right to continue using the Driveway for vehicular access to the Parcel B garage; provided, however, no vehicles shall be parked within the Driveway or anywhere within the Relocated Easement. Owner A and Owner B shall be permitted to store a reasonable number of garbage, recycling and compost bins on the Relocated Easement provided the bins do not obstruct or impede the uses described in Section 2.

5) **Improvements.** The City shall have the right to erect, construct, maintain or permit such improvements across, through, within or under the Relocated Easement as the City deems necessary, in the City's sole discretion, for the safety, security and welfare of the public and/or to comply with any applicable governmental requirements, including, but not limited to, compliance with the Americans with Disabilities Act. Such improvements may include the expansion or relocation of the Driveway and/or the Pathway. These improvements shall not materially or permanently interfere with the right of the residents of Parcel B to use the Driveway as described in Section 4. City

shall solicit input from Owner A and Owner B as to the design of any fence that City constructs on the Relocated Easement and shall incorporate such input as is feasible. Owner A and Owner B shall not erect, construct, maintain or permit, either temporarily or permanently, any improvements, including, but not limited to fences, barriers, structures, walls, signs, buildings, shrubbery, hedges, or other plantings, across, through, within or under the Relocated Easement without the prior written approval of the City, such approval not to be unreasonably withheld.

6) Maintenance, Repair and Restoration. The City shall, at its cost, maintain, repair and restore (as necessary) the Pathway in good condition and repair, as determined by the City, which could include removing certain existing structures within the Relocated Easement. In connection therewith, the City shall have the right to access the Relocated Easement from land or water. The City shall undertake such maintenance, repair and restoration obligations with respect to the Pathway consistent with City practices, as such may be amended from time-to-time.

7) Liability. The City shall be responsible for personal injury or property damage to the extent arising from use of the Pathway by a member of the public or an agent or employee of the City.

8) Insurance. The City shall cause the Pathway to be insured, pursuant to the City's standard insurance program, from personal injury and property damage to the extent arising from use of the Pathway by the public or a City agent or employee.

9) Emergency Access. The City shall have the right to access the Pathway in any manner appropriate and necessary, in the City's determination, in connection with an emergency or any exigent situation.

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

11) Binding Effect. The terms of this Amendment shall constitute covenants running with the land.

12) Governing Law. This Amendment shall be construed in accordance with and governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

OWNER A:

By: _____
Name: _____

By: _____
Name: _____

OWNER B:

By: _____
Name: _____

CITY:

City of Alameda,
A charter city and municipal corporation

By: _____
Eric J. Levitt
City Manager

Approved as to Form

By: _____
Elizabeth A. Mackenzie
Chief Assistant City Attorney

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

EXHIBIT A

Parcel A Legal Description

LOT 12, BLOCK G, WATERSIDE TERRACE, FILED AUGUST 30, 1912, MAP BOOK 27, PAGE 12, ALAMEDA COUNTY RECORDS.

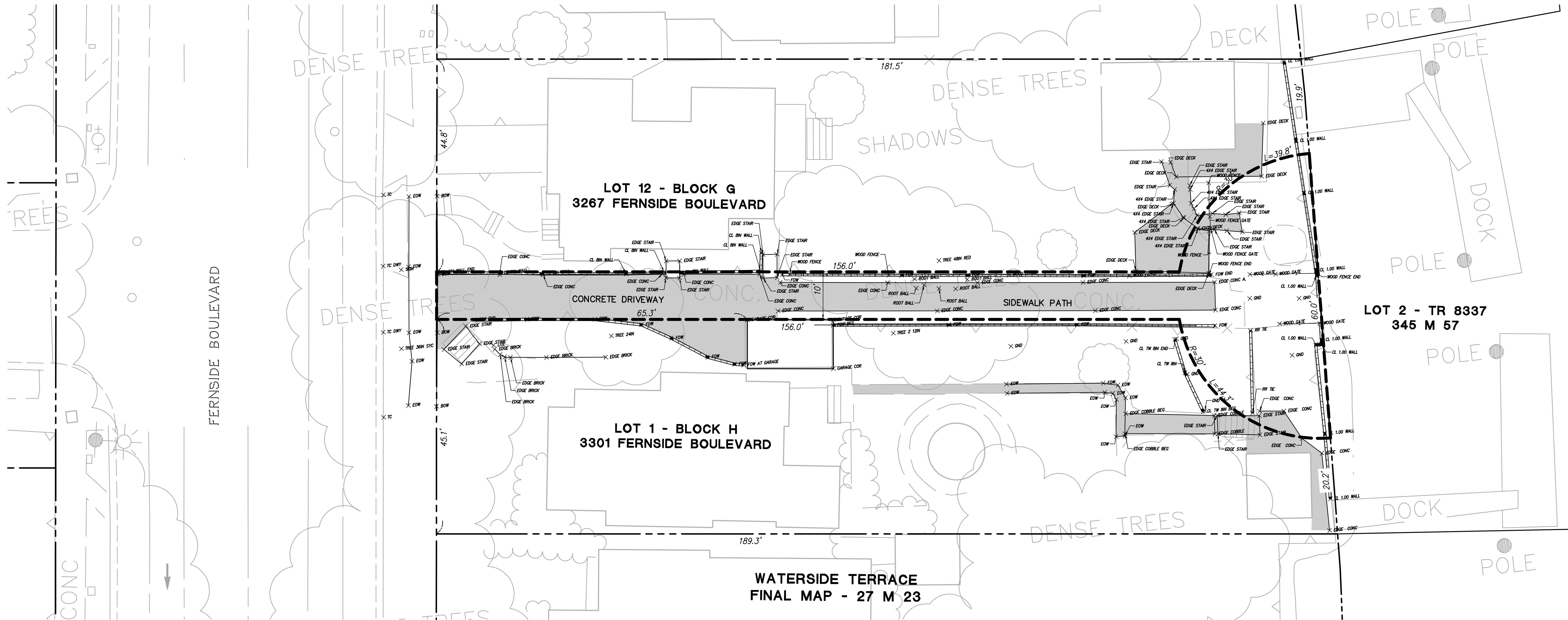
EXHIBIT B

Parcel B Legal Description

LOT 1, BLOCK H, WATERSIDE TERRACE, FILED AUGUST 30, 1912 IN BOOK 27, PAGE 12 OF MAPS, ALAMEDA COUNTY RECORDS.

EXHIBIT C

**Location of Existing Easement
(attached)**



----- EASEMENT LIMITS

RJA

RUGGERI-JENSEN-AZAR

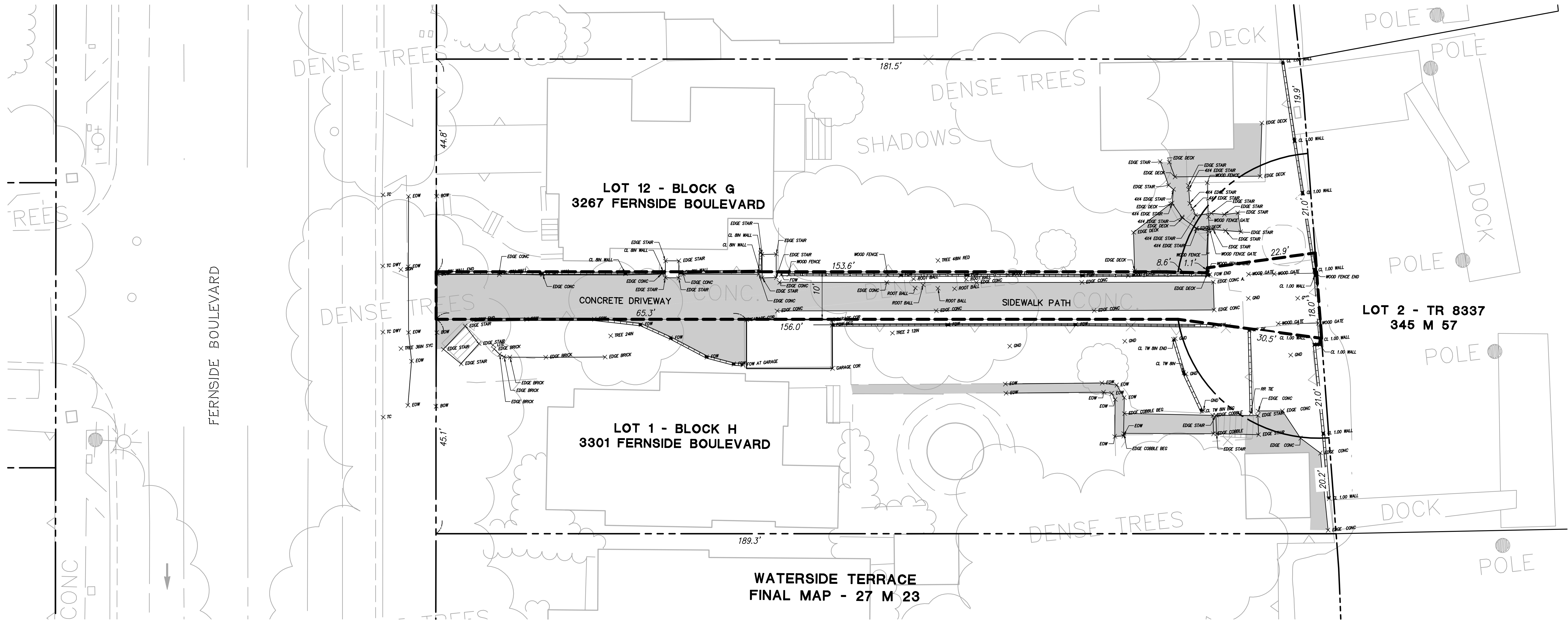
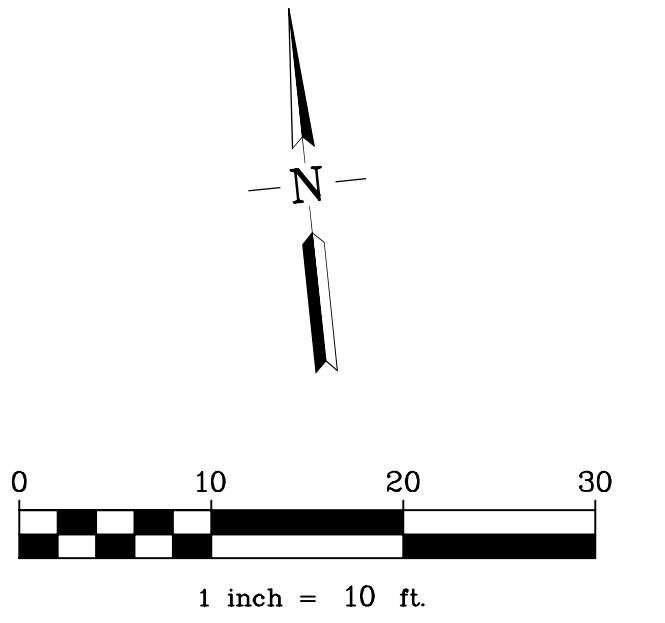
ENGINEERS ■ PLANNERS ■ SURVEYORS

4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

EXHIBIT D

Revised Location of Easement

(attached)



LEGEND:
----- EASEMENT LIMITS

REVISED EASEMENT
CITY OF ALAMEDA, ALAMEDA COUNTY, CALIFORNIA

RJA
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