

City of Alameda
OPEN GOVERNMENT COMMISSION
2263 Santa Clara Avenue, Suite 380
Alameda, CA 94501
(510) 747-4800
SUNSHINE ORDINANCE COMPLAINT

Complaint against which Department: City Council

Name of individual contacted at Department: City Clerk

Alleged violation of public meeting. Date of meeting: September 7, 2021

Sunshine Ordinance Section: 2-90.2 d, 2-91.10 c

Please describe alleged violation.:

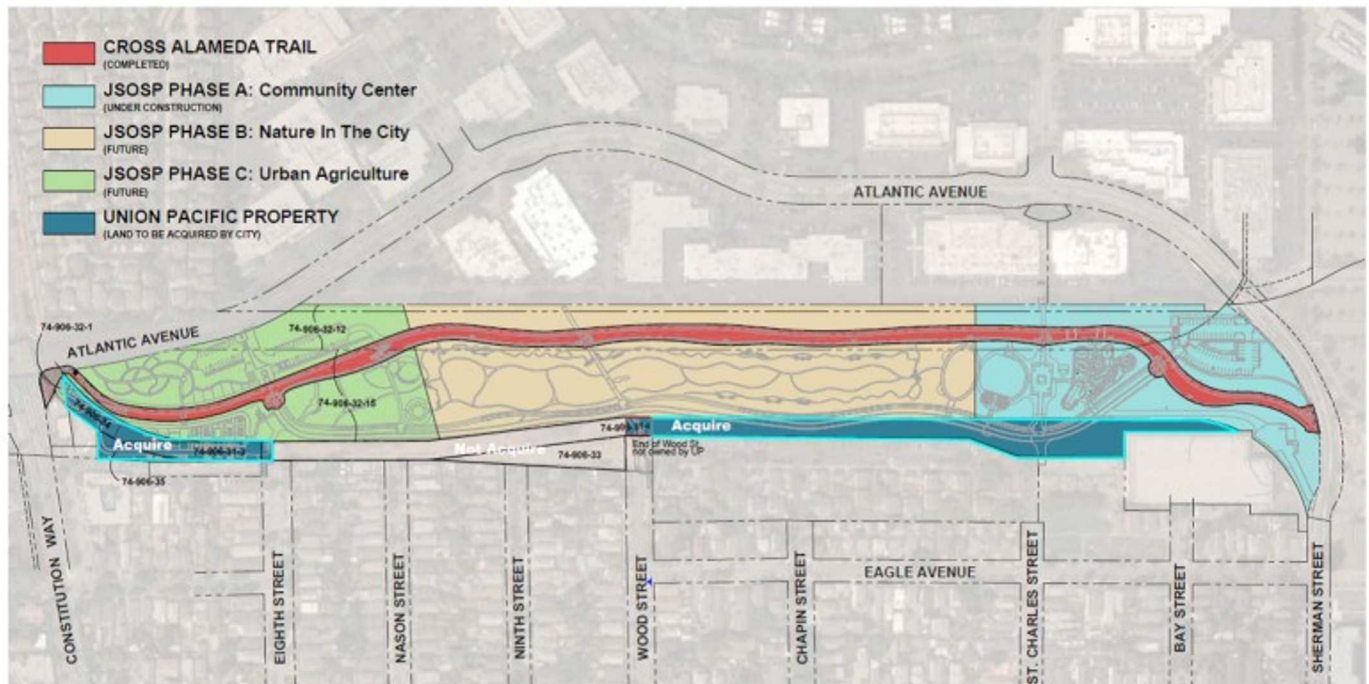
1. At an open City Council meeting of July 15, 2014, (Item 2014-645) Council approved the Jean Sweeney Open Space Park draft master plan that included all 4.52 acres of the Union Pacific Railroad land becoming part of the Jean Sweeney Open Space Park and including the illustration below.

* Plantings will be predominantly California native species



2. At an open City Council meeting of July 5, 2016, (Item 2016-3012) Council approved the final Master Plan for the Jean Sweeney Open Space Park which still included the 4.52 acres of the Union Pacific Railroad land.

3. At an open City Council meeting of September 4, 2018, (Item 2018-5865) Council directed the City Attorney to file an eminent domain action against the Union Pacific Railroad to secure by condemnation proceedings only 2.8 of the 4.52 acres of Union Pacific Railroad land, excluding a portion of said land between 8th street and Wood Street that was zone residential, making it too costly to condemn. The City Council also voted to request immediate possession of the UP land which was later granted by the California Superior Court. The following image of the condemned property was displayed.



**JEAN SWEENEY OPEN SPACE PARK
UNION PACIFIC PROPERTY**
05/15/18



4. A January 29, 2021 to February 2, 2021 email exchange between the Mayor, Amy Wooldridge, and others, made available through a public records request, indicates that the Housing Authority wants to purchase the portion of the Union Pacific land between Wood and St. Charles to expand the Parrot Village housing development, the same land that Union Pacific will retain in the SA. The same emails indicate Housing Authority reticence to conveying extensions of St. Charles and Chapin Street to give Union Pacific access from their land to other City streets, the very extensions that the SA assures that the City will advocate for the Housing Authority to provide. Portions of said emails are attached to this email and marked as Exhibits C, D, and E.

5. On March 2, 2021, City Council held a closed meeting concerning the above litigation. On March 30, 2021 Council Members Spencer and Daysog brought a referral before City Council which displayed a series of maps presented by the Recreation and Park Department at public meetings on February 25, 2021 and March 11, 2021. The maps indicated the movement of the proposed community garden from a portion of the planned expansion to an existing section of the Park and appeared to carve out all of the Union Pacific eminent domain areas from the Park Plan, with the exception of a small piece at the

western edge which will form the entrance to the Park at Constitution. Spencer and Daysog asserted it was inappropriate for any changes to the Plan to take place without Council approval after public input. The referral was rejected by the three other Council Members. A copy of the maps is displayed below.



Original Design



Revised Concept based on Community Feedback

6. At the Mach 11, 2021 meeting, Complainant, Dorothy Freeman, asked why the community garden had been removed from the Union Pacific parcel. Amy Wooldridge, the Executive Director of Rec and

Park, admitted that the change was due to the fact that she had to “design around” land not owned by the city.

7. On April 15, 2021 Mayor Ashcraft published an article in the Alameda Sun assuring us that “nothing nefarious” is going on with regard to the pending eminent domain proceedings against Union Pacific for the expansion of Jean Sweeney Park and that, “City staff is still carrying out City Council’s September 18, 2018 direction to acquire additional land...”.

8. On May 12, 2021 the Alameda Sun published an article by Paul Foreman entitled “Is the City Downsizing Sweeney Park” which recited the history set forth in paragraphs 8-14 above which expressed the view, “that contrary to Ashcraft’s assurances in the Sun article, the city does not intend to dedicate all 2.8 acres to the park. The city may be making a good portion of it available for housing or other uses. If true, this drastic change to the plan the Council approved in 2016 needs to be presented at a public City Council meeting before any action is taken to abandon the eminent domain proceeding as to any part of the 2.80-acre Park expansion.”

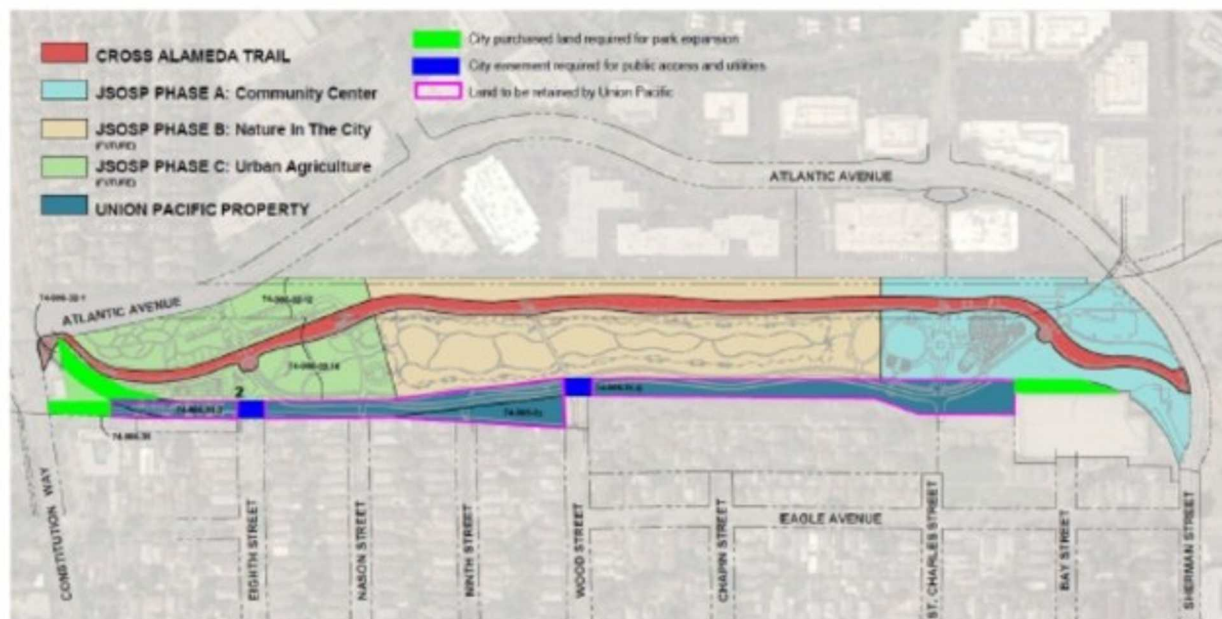
9. On September 7, 2021, at 5 p.m. City council convened a special meeting closed session which included Item 4-C titled as follows: CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Pursuant to Government Code § 54956.9)

CASE NAME: City of Alameda v. Union Pacific (Sweeney)

COURT: Superior Court of the State of California, County of Alameda

CASE NUMBERS: RG18921261

10. Subsequent to the meeting the action taken was orally announced in the public portion of the meeting and followed by the written form attached to this email (CSA) and marked as Exhibit A. It announces the Council’s action to authorize the City Attorney to resolve this litigation, “where the City seeks to acquire portions of abandoned Union Pacific Railroad right-of-way on the south side of Jean Sweeney Open Space Park; the property to be acquired will be approximately 23,489 square feet plus 2 easement acquisitions of approximately 7,532 square feet (as generally depicted in the attached map); the property will be used to provide public access to the southern neighborhood, connect with critical infrastructure and properly route the Cross Alameda Trail; the parties have reached a tentative agreement to finalize the eminent domain process without trial, whereby the City would pay approximately \$1.2 million for the acquisition, and agree to cooperate for the next three to six years with any application for R-2 residential zoning of the remaining UP property; for clarity, this cooperation is not a pre-commitment for approval;”. The following map depicting the settlement was attached as follows:



**JEAN SWEENEY OPEN SPACE PARK
UNION PACIFIC SETTLEMENT
AGREEMENT
09/07/2021**



0' 250' 500'

11. On September 14, 2021 a copy of the executed settlement agreement (SA) fully executed on September 10, 2021 was made available in response to a records request. Said agreement is attached to this email and marked as Exhibit B. The description of the SA in the CSA omits a term in the agreement at Item 5 a that the city will cooperate and assist in obtaining extensions of St. Charles and Chapin Streets from the Housing Authority to ensure access to any of these streets as extended.

12. Government Code Sec. 54956.9 and AMC Sec. 2-91.10c authorizes a closed meeting concerning existing litigation, "when discussion in open session concerning those matters would likely and unavoidably prejudice the position of the City in that litigation."

13. AMC Sec. 290.2 (d) states, "The right of the people to know what their government and those acting on behalf of their government are doing is fundamental to a democracy, and with very few exceptions, which this article will clarify, that right supersedes any other policy interest government officials may use to prevent public access to information. In those rare and unusual circumstances where the business of government may be conducted behind closed doors, those circumstances must be carefully and narrowly defined to prevent any abuse."

14. The facts alleged in paragraphs 1-8 above demonstrate that since 2014 and extended to May 12, 2021, the expansion plans for Sweeney Park have been the subject of official City action taken in open meetings, documents disclosed through production requests, public presentations by the Recreation and Parks Director, and media commentary in which it became apparent that the expansion was being downsized to some unknown extent. In the face of all the public exposure cited above it there was no reasonable basis for a closed meeting to finally determine the matter, based upon the "prejudice" exception of AMC Sec. 2-91 c, and runs counter to AMC Sec 2-90.2 d that requires that said exception, "must be carefully and narrowly defined to prevent any abuse."

15. Moreover, the extreme downsizing of the expansion to only a shell of its original presentation to the public demands public participation in the decision making process, especially when the SA covers matters normally resolved in the public realm, namely public park expansion, zoning, housing, land use planning and advocating on behalf of a developer to purchase land owned by the Alameda Housing Authority. See [Trancas Property Owners Ass'n v. City of Malibu (2006) 138 CA4th 172, 184-187, 41 CR3d 200,

[https://resources.ca.gov/CNRALegacyFiles/ceqa/cases/2006/Trancas_Property_Owners_Assn. v. City of Malibu.pdf](https://resources.ca.gov/CNRALegacyFiles/ceqa/cases/2006/Trancas_Property_Owners_Assn._v._City_of_Malibu.pdf)

16. Complainants maintain that the Commission should recommend to City Council that it cure and correct the unlawful actions taken at the closed meeting of September 7, 2021, by promptly placing the proposed SA for reconsideration at a City Council meeting as a regular agenda item. While we do not anticipate that the final decision will change, it will at least provide the opportunity for public comment and expose each Council Member's reasoning for their vote.

17. The undersigned Complainants are acting in their individual capacity but constitute the membership of the Jean Sweeney Open Space Park Fund, a non-profit corporation dedicated to advocacy, funding and volunteer services for the Park.

Name: Jean Sweeney Open Space Park Fund:
Board Members

Jim Sweeney

Doug DeHaan

Dorothy Freeman

Joseph Woodard

SPECIAL MEETING OF THE CITY COUNCIL

Closed Session Announcement

DATE OF CLOSED SESSION: September 7, 2021
CONVENE TIME: 5:04 p.m.
ADJOURNMENT: 5:16 p.m.

PRE-MEETING ANNOUNCEMENT

LEGISLATIVE BODY: CITY COUNCIL

SUBJECT OF CLOSED SESSION:

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
(Pursuant to Government Code § 54956.9)
CASE NAME: Howell v. City of Alameda, et al.
COURT: Alameda Superior Court, Hall of Justice, 1225 Fallon Street, Oakland, CA
CASE NUMBERS: RG20061693

POST-MEETING ANNOUNCEMENT

The City Council met in Closed Session to discuss: The accident which forms the basis of this litigation took place on December 11, 2019, at 2149 Central Avenue in the City of Alameda; Donna Howell and her husband walked across the driveway/sidewalk apron with the intention of entering Central Avenue midblock; Donna Howell fell, sustaining serious injuries; she later suffered whole body organ failure and passed away on January 10, 2020; in order to avoid the expense and uncertainty of litigation, the City Council authorized the City Attorney to settle this matter in an amount not to exceed \$117,500 by the following roll call vote:

VOTE:

	AYE	NO	ABSENT	ABSTAIN
Mayor Ezzy Ashcraft	X			
Vice Mayor Vella	X			
Councilmember Daysog	X			
Councilmember Herrera Spencer	X			
Councilmember Knox White	X			

SPECIAL MEETING OF THE CITY COUNCIL

Closed Session Announcement

DATE OF CLOSED SESSION: September 7, 2021
CONVENE TIME: N/A
ADJOURNMENT: N/A

PRE-MEETING ANNOUNCEMENT

LEGISLATIVE BODY: CITY COUNCIL

SUBJECT OF CLOSED SESSION:

CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to
Government Code Section 54956.8)
PROPERTY: West Midway Parcel
CITY NEGOTIATORS: Eric Levitt, City Manager and Lisa Maxwell, Community
Development Director
NEGOTIATING PARTIES: City, Catellus and Brookfield
UNDER NEGOTIATION: Price and Terms

POST-MEETING ANNOUNCEMENT

Not heard.

SPECIAL MEETING OF THE CITY COUNCIL

Closed Session Announcement

DATE OF CLOSED SESSION: September 7, 2021
CONVENE TIME: 5:16 p.m.
ADJOURNMENT: 5:32 p.m.

PRE-MEETING ANNOUNCEMENT

LEGISLATIVE BODY: CITY COUNCIL

SUBJECT OF CLOSED SESSION:

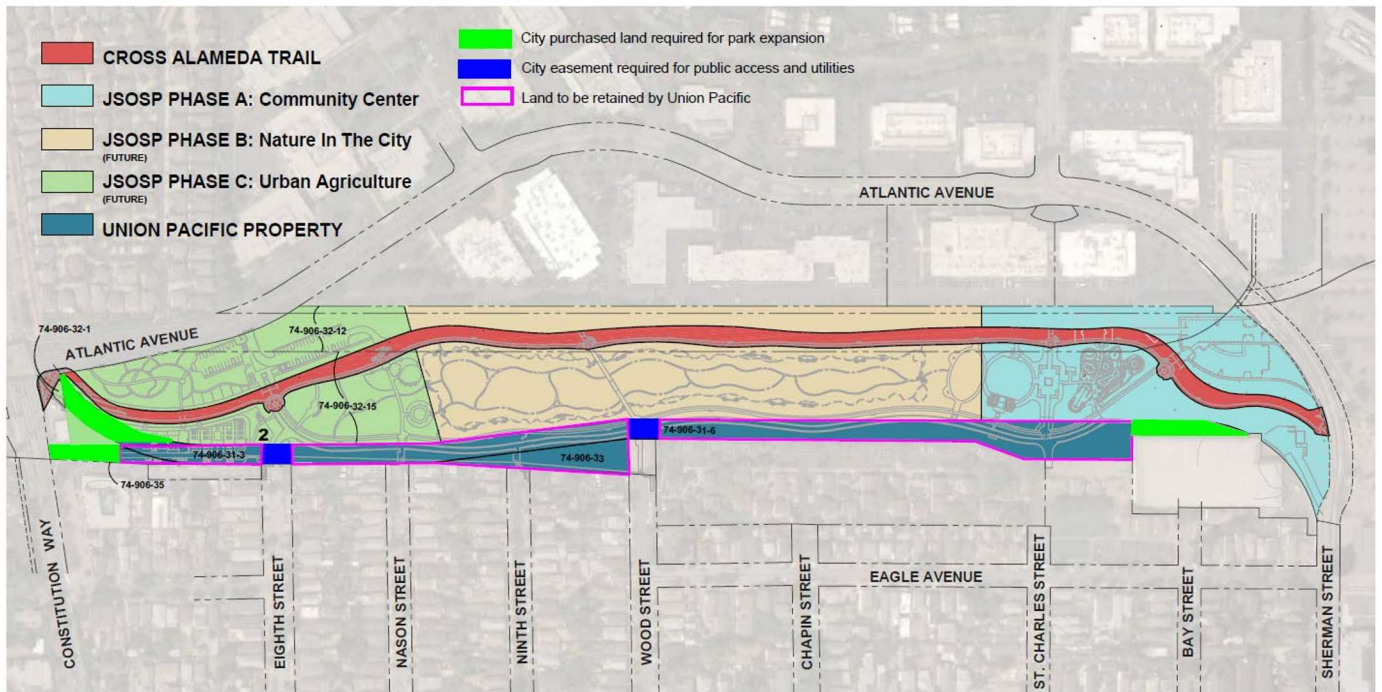
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Pursuant to Government Code § 54956.9)
CASE NAME: City of Alameda v. Union Pacific (Sweeney)
COURT: Superior Court of the State of California, County of Alameda
CASE NUMBERS: RG18921261

POST-MEETING ANNOUNCEMENT

The City Council met in Closed Session to discuss: This case involves an ongoing eminent domain litigation against Union Pacific, where the City seeks to acquire portions of abandoned Union Pacific Railroad right-of-way on the south side of Jean Sweeney Open Space Park; the property to be acquired will be approximately 23,489 square feet plus 2 easement acquisitions of approximately 7,532 square feet (as generally depicted in the attached map); the property will be used to provide public access to the southern neighborhood, connect with critical infrastructure and properly route the Cross Alameda Trail; the parties have reached a tentative agreement to finalize the eminent domain process without trial, whereby the City would pay approximately \$1.2 million for the acquisition, and agree to cooperate for the next three to six years with any application for R-2 residential zoning of the remaining UP property; for clarity, this cooperation is not a pre-commitment for approval; the Council authorized the City Attorney to resolve this litigation consistent with the tentative agreement by the following roll call vote:

VOTE:

	AYE	NO	ABSENT	ABSTAIN
Mayor Ezzy Ashcraft	X			
Vice Mayor Vella	X			
Councilmember Daysog		X		
Councilmember Herrera Spencer		X		
Councilmember Knox White	X			



JEAN SWEENEY OPEN SPACE PARK UNION PACIFIC SETTLEMENT AGREEMENT 09/07/2021



SPECIAL MEETING OF THE CITY COUNCIL

Closed Session Announcement

DATE OF CLOSED SESSION: September 7, 2021
CONVENE TIME: 5:32 p.m.
ADJOURNMENT: 6:45 p.m.

PRE-MEETING ANNOUNCEMENT

LEGISLATIVE BODY: CITY COUNCIL

SUBJECT OF CLOSED SESSION:

CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6)

CITY NEGOTIATORS: Eric Levitt, City Manager; Gerry Beaudin, Assistant City Manager; and Nancy Bronstein, Human Resources Director

EMPLOYEE ORGANIZATIONS: International Brotherhood of Electrical Workers, Local 1245 (IBEW), Electric Utility Professional Association of Alameda (EUPA), Alameda City Employees Association (ACEA), Alameda Police Officers Association Non-Sworn Unit (PANS), and Alameda Management and Confidential Employees Association (MCEA), International Association of Firefighter, Local 689 (IAFF) Alameda Fire Managers Association (AFMA), Alameda Police Officers Association (APOA) and Alameda Police Managers Association (APMA), Executive Management Employees (EXME) and Alameda Municipal Power Unrepresented Management Employees (AMPU)

UNDER NEGOTIATION: Salaries, Employee Benefits and Terms of Employment

POST-MEETING ANNOUNCEMENT

The City Council met in Closed Session to discuss: Staff provided information and Council provided direction

VOTE: No vote was taken

	AYE	NO	ABSENT	ABSTAIN
Mayor Ezzy Ashcraft	_____	_____	_____	_____
Vice Mayor Vella	_____	_____	_____	_____
Councilmember Daysog	_____	_____	_____	_____
Councilmember Herrera Spencer	_____	_____	_____	_____
Councilmember Knox White	_____	_____	_____	_____

SPECIAL MEETING OF THE CITY COUNCIL

Closed Session Announcement

DATE OF CLOSED SESSION: September 7, 2021
CONVENE TIME: N/A
ADJOURNMENT: N/A

PRE-MEETING ANNOUNCEMENT

LEGISLATIVE BODY: CITY COUNCIL

SUBJECT OF CLOSED SESSION:

CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Government Code Section 54956.8)

PROPERTY: Grandview Pavilion

CITY NEGOTIATORS: Eric Levitt, City Manager; Nanette Mocanu, Assistant Director of Base Reuse & Community Development; Amy Wooldridge, Recreation and Parks Director

NEGOTIATING PARTIES: City of Alameda and Alameda County and Greenway Golf

UNDER NEGOTIATION: Price and terms

POST-MEETING ANNOUNCEMENT

Not heard.

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Agreement") is entered into as of the Effective Date, by and between Plaintiff CITY OF ALAMEDA, a charter city and municipal corporation ("City"), and Defendant UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("UPRR"). City and UPRR are sometimes individually referred to herein as a "Party" and collectively referred to as "Parties." This Agreement is intended by the Parties hereto to settle and extinguish the claims, disputes and differences as hereinafter set forth. This Agreement is based on the following factual recitals:

RECITALS

A. UPRR is the fee owner of a railroad corridor adjacent southerly to Jean Sweeney Open Space Park ("Jean Sweeney Park") running between Constitution Way on the west and Sherman Street on the east (the "Corridor") in the City of Alameda, California. City is undertaking the Jean Sweeney Park Project, which will improve public access components of Jean Sweeney Park, including public pedestrian and bicycle access for the neighborhood to the south of the Corridor, and a permanent connection to the Cross Alameda Trail to the west (the "Project").

B. The Project requires the acquisition of certain fee and easement interests in the Corridor, including: (i) fee acquisitions of the property designated as Alameda County Assessor's Parcel Number 074-0906-034, a portion of Assessor's Parcel Number 074-0906-035, and the narrow northeastern corner strip of the Corridor, which is a portion of Assessor's Parcel Number 074-0906-31-6 (the "Remnant Parcel"); and (ii) easements for pedestrian, bicycle, and maintenance and emergency vehicle access and utilities on the portions of the Corridor that extend northerly across the Corridor from 8th Street and Wood Street, all of which interests are respectively more particularly described in the Quitclaim Deeds and Grants of Easements attached hereto as Exhibits "1" through "5" and incorporated herein by reference (collectively, the "Property").

C. On September 19, 2018, City filed an eminent domain action in Alameda County Superior Court against UPRR, California Packing Corporation, and Planatal Company, entitled *City of Alameda v. Union Pacific Railroad Company, et al.*, Alameda County Superior Court Case No. RG18921261 (the "Action") to acquire a larger portion of the Corridor in fee for the Project (the "Taking Property").

D. On June 3, 2019, City filed a request for entry of default in the Action against defendant California Packing Corporation, which default was entered on June 3, 2019. Also on June 3, 2019, the City filed a request for entry of default in the Action against defendant Planatal Company, which default was entered on June 3, 2019. UPRR is the sole remaining defendant in the Action.

E. On September 12, 2019, the Court in the Action entered an order granting the City's Motion for Prejudgment Possession of the Taking Property (the "Possession Order"). The Possession Order became effective on September 30, 2019 and the City has been in possession of the Taking Property since that date (the period from September 30, 2019 to the date of this Agreement is the "Possession Period"). During the Possession Period, City installed certain

fencing on a portion of the Taking Property that extends northerly from 8th Street demarking a pathway to Jean Sweeney Park ("Fencing").

F. The Parties agree and recognize that in California all agreements imply a covenant of good faith and fair dealing.

G. The Parties have been engaged in negotiations and have agreed to terms of a settlement resolving the Action, and now desire to finalize that agreement through this Agreement, as more fully set forth herein.

AGREEMENT

NOW, THEREFORE, based upon the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, City and UPRR agree as follows:

1. **Purpose.** It is the intention and purpose of the Parties, by entering into this Agreement, to fully and finally settle and resolve any and all claims, differences, actions or causes of action, whether actual or potential, in connection with the Action, the acquisition of the Property, and the construction and use of the Project in the manner proposed by City, with the exception of: (i) Property Damage Claims, as defined below, (ii) claims against UPRR arising from the use of the property conveyed for easements, as described below and in the Grants of Easement, defined below ("Easement Claims"); and (iii) claims by or against UPRR arising from acts or omissions of the City or third parties occurring during the Possession Period ("Possession Claims") (Property Damage Claims, Easement Claims, and Possession Claims are, collectively, the "Reserved Claims").

2. **Recitals.** The Parties agree that the Recitals set forth at the beginning of this Agreement are true and accurate and are deemed to be a part of this Agreement as though set forth in full.

3. **Payment.** City has previously deposited an amount equivalent to the Settlement Amount as the probable amount of just compensation for the acquisition of the Taking Property ("Deposit"). The City shall be entitled to the return of the entirety of the Deposit and, upon the Effective Date, shall direct the California State Treasurer to release the entirety of the Deposit to the City. Within five (5) business days after the City receives its Deposit from the State Treasurer, the City shall pay to UPRR the sum of One Million One Hundred Ninety-Two Thousand Dollars (\$1,192,000.00) as monetary compensation for the City's acquisition of the Property (the "Settlement Amount"). Notwithstanding the preceding sentence, City shall, in all events, pay the Settlement Amount within thirty (30) days of the Effective Date. With the exception of Possession Claims, and future claims for any physical damage to the portions of the Property conveyed for easements, as described herein, caused by the City, its agents, invitees, or licensees ("Property Damage Claims"), all of which Possession Claims and Property Damage Claims are expressly reserved, the Deposit is the full monetary compensation for the construction and use of the Project in the manner proposed by City, as described in this Agreement. UPRR further agrees that receipt of the Settlement Amount shall serve as full and complete monetary satisfaction of the Action and that it will not seek any further consideration, other than as provided for herein, arising from or relating to the Action. City shall pay the Settlement Amount by wire transfer as follows:

Account Name: Union Pacific Railroad Company
Account Number: 3752021457
Bank Name: Bank of America Merrill Lynch
Wire ABA: 026009593

4. **UPRR's Conveyances to City.** Within ten (10) days of its receipt of the Settlement Amount UPRR shall: (i) quitclaim to the City its entire interest in Assessor's Parcel No. 074-0906-034, a portion of Assessor's Parcel No. 074-0906-035, and in the Remnant Parcel; and (ii) convey to the City easements for pedestrian, bicycle, and maintenance and emergency vehicle access and utilities on, along, and under those portions of the Corridor that extend northerly across the Corridor from 8th Street and Wood Street. The conveyances shall be made respectively by executing and delivering to City the Quitclaim Deeds in the forms attached hereto as Exhibits "1," "2," and "3," and the Grants of Easement in the forms attached hereto as Exhibits "4" and "5". UPRR's conveyances to the City of the Property shall be deemed to be in lieu of, and under threat of, eminent domain.

5. **Cooperation Regarding Re-Zoning of Corridor Access.** For a period of 36 months from the Effective Date of this Agreement and/or, in the event UPRR transfers the Corridor or a portion thereof to a third party ("Buyer") within 36 months after the Effective Date of this Agreement, then for an additional period of 36 months from the date of UPRR's transfer to the Buyer (the "Cooperation Period"), City will cooperate, in good faith, to reasonably and diligently assist UPRR and/or the Buyer, as applicable, in the following:

- a. obtaining extensions of St. Charles Street and of Chapin Street – whether public or private – from the Housing Authority of the City of Alameda or, if applicable, from the then existing owners of Assessor's Parcel Number 73-425-2, which is now owned by the Housing Authority, to the Corridor to ensure access to any future development over these streets as extended;
- b. the diligent and timely processing of any proposed residential re-zoning of the Corridor, or any portion thereof developable for residential purposes, to R-2 Two-Family Residence District (Alameda Municipal Code Chap. XXX, Art. 1, §30-4.2), or to another residential zoning district or overlay allowing equal or greater residential density; and
- c. the diligent and timely processing of any development application submitted by UPRR or Buyer that is in substantial compliance with the provisions of the R-2 Two-Family Residence District – or alternative as set forth herein – and with other laws and conditions applicable to the proposed development.

Except to the extent set forth herein, if any, the Parties expressly recognize that nothing in this Agreement shall limit or purport to limit the City's exercise of its police powers, or its discretion to approve, condition, modify, or deny an application to rezone the Corridor for residential purposes, or any other discretionary application or project proposed for the Property. Although the City is not required solely by this Agreement to approve of a residential re-zoning of the Corridor, extensions of St. Charles Street and Chapin Street, or any particular development plan, the City, through the City's Planning staff, including its Director, hereby expresses: (i) general support of re-zoning of the Corridor as described above in order to expand the

availability of housing in the City; (ii) that there is no presently known legal impediment precluding re-zoning the Corridor to R-2 Two-Family Residential or to another residential zoning district or overlay with equal or greater density; (iii) that re-zoning the Corridor, as set forth herein, is consistent with the current General Plan designation for the Corridor; (iv) that the addition of new housing stock in the City is a benefit to the City; and (v) its commitment during the Cooperation Period to use all reasonable and lawful efforts to diligently schedule and notice public hearings of, and to otherwise process and act upon, re-zoning and development applications for the Corridor or for any portion thereof developable for residential purposes, subject to submittal of complete applications and payment of any fees required by the Master Fee Resolution. Without limitation, these efforts shall, to the extent permitted by law, include: (1) diligent and timely processing of such applications; (2) providing senior staffing for the processing of such applications; and (3) if requested by UPRR or Buyer, supporting the adoption of a statutory Development Agreement and a Community Financing District (with any such costs incurred by the City to be paid for pursuant to City requirements or allocated by future agreement).

During the Cooperation Period, if the City (i) downzones the Corridor (i.e., reduces the permitted density of housing and development) or (ii) imposes any new development requirements, restrictions or fees that are specific to the Corridor and not part of any City zoning, code, or plan updates generally applicable to all proposed developments or other similarly zoned properties within the City ("Restrictions"), then UPRR shall receive from the City any and all diminution in value ("DIV") caused by such downzoning and/or Restrictions. The DIV shall be measured by the difference between the fair market value of the Corridor as if zoned R-2 Two-Family Residential (or substantially similar zone if the R-2 Two-Family Residential designation is no longer in use) and having none of the Restrictions and the fair market value of the Corridor as downzoned and/or with any Restrictions. If the Parties are unable to agree on the DIV, UPRR shall submit the names of three MAI appraisers to the City which shall choose one from such list. The DIV determined by the chosen appraiser shall be paid to UPRR within sixty (60) days of the City's receipt of the appraisal.

6. **Fencing.** City may maintain the Fencing on the Taking Property, provided that UPRR or Buyer shall be entitled to remove it in its or their sole discretion, and without recourse from City, if necessary for development of the Corridor, and provided further that City shall indemnify, defend, and hold harmless UPRR, its employees, agents, officers, directors, attorneys, contractors, shareholders, heirs, predecessors, successors, assigns, beneficiaries, trustees, accountants, subsidiaries, and Board Members, from and against any claims or causes of action against UPRR, relating to the Fencing.

7. **Maintenance of Right-Of-Way.** For a period of up to 24 months from the Effective Date, or until UPRR transfers the remaining portions of the Corridor to a Buyer, whichever occurs first (the "Maintenance Period"), the City, at its own risk and expense, will reasonably maintain the Corridor in its present condition and undertake weed abatement and, as necessary, nuisance abatement including, but not limited to, removal of trespassers, homeless encampments, garbage and other debris. UPRR hereby releases the City (and the City's Released Parties, as described below) from any claims for real property damage by UPRR associated with the City's maintenance activities undertaken during the Maintenance Period, excepting claims arising from City's gross negligence or willful misconduct. UPRR is not hereby, or otherwise, releasing the City for claims by UPRR for indemnity or contribution in connection with claims by third parties for injuries to third parties or to their personal property

arising out of the City's maintenance activities, or for any claims brought by third parties under 42 U.S.C. section 1983 or other federal or state civil rights statutes.

8. **Mutual Release and Waiver of Claims.** Subject to the Parties' performance of the obligations under this Agreement, and in the Grants of Easement described herein, and except for the Reserved Claims and as otherwise provided herein and in the Grants of Easement, the City and UPRR, for themselves and on behalf of their successors and assigns (collectively, the "Releasing Parties"), hereby release and forever discharge each other and all employees, staff members, City Council members, partners, officers, officials, directors, shareholders, agents, heirs, predecessors, successors, assigns, beneficiaries, trustees, accountants, subsidiaries, and attorneys of each other ("Released Parties") from any and all claims, liabilities, demands, contracts, actions, suits, debts, controversies, agreements, claims for compensation, severance damages, pre-condemnation damages, claims for loss of or damage to improvements pertaining to the realty, personal property, loss of business goodwill, and any and all other damages, losses, rights, costs, attorney's fees, expert fees, expenses, and causes of action whatsoever or of whatever kind or nature, whether known or unknown, suspected, or unsuspected, which the Releasing Parties, or any of them or their respective successors or assigns, may possess relating to or arising out of or in connection with the Project, the Action, the acquisition of the Property, and the construction and use of the Project in the manner proposed by the City (collectively, the "Released Claims").

It is understood by the Parties that there is a risk that any of them may incur or suffer loss, damage or injuries which arise from the release contained above, but which are unknown or unanticipated at the time of the execution of this Agreement. Further, there is a risk that a claim for compensation, loss or damage presently known may be or become greater than any Party, and all of them, now expects or anticipates. Each of the Parties assume such risk that the release contained herein shall apply to all such unknown and/or unanticipated claims, losses, damages or injuries resulting from or arising from the release contained above, and EACH PARTY WAIVES AGAINST THE OTHER ALL RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542 (OR ANY APPLICABLE SIMILAR PROVISION OF FEDERAL, STATE, OR FOREIGN LAW), WHICH PROVIDES AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH 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."

It is also agreed and understood that this section 8 does not constitute a release of, or otherwise affect, any rights and obligations specifically created or reserved by this Agreement.

9. **Dismissal of Action.** Within ten (10) calendar days after delivery of the Quitclaim Deeds and Grants of Easement described in Section 4 above, the City shall file with the court a request for dismissal of the Action with prejudice.

10. **No Admission of Liability.** This Agreement is entered into in the spirit of compromise to resolve a disputed claim. None of the provisions of this Agreement shall be used or construed as an admission of liability or default for any purpose.

11. **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors, assigns, agents, legal representatives, and bankruptcy trustees of the Parties.

12. **Attorney's Fees.** Each Party to this Agreement will bear its own costs, expenses, attorney's fees and other litigation expenses, and arbitrator's fees and expenses in connection with the Action, and with the negotiation, preparation, execution and performance of this Agreement and all documents contemplated herein. In the event that a proceeding or legal action is necessary to enforce this Agreement or to seek its nullification, then the prevailing party in any such proceeding or action shall be entitled to its reasonable attorney's fees and costs.

13. **No Prior Assignment.** Each Party warrants and represents to one another that none of the Released Claims has been sold, assigned, transferred, or otherwise set over, in whole or in part, to any other person or entity, and that each Party has the sole right and exclusive authority to execute this Agreement, and agrees to indemnify, defend, and hold the other harmless from and against any claims advanced in contravention of this warranty.

14. **Representation by Counsel.** Each Party to this Agreement hereby confirms that it has read and understands the Agreement, that it has been fully advised and represented by counsel with respect to this Agreement and all negotiations giving rise to this Agreement, and that it has fully discussed this Agreement and all of its terms, consequences and ramifications with its respective counsel.

15. **No Reliance On Representations Not Contained Herein.** The Parties represent and acknowledge that in executing this Agreement, they have not relied upon any representation or statement not set forth herein. The Parties also represent and agree that they have entered into this Agreement voluntarily and without coercion or duress and have been offered a reasonable time to consider the Agreement.

16. **Entire Agreement; Amendment.** This Agreement and the attachments hereto contain the entire understanding and agreement between the Parties relating to the matters contemplated hereby and supersedes all prior or contemporaneous negotiations, agreements, and representations, oral or written, in connection with the subject matter hereof. In the event of any conflict between this Agreement and the attachments hereto, the provisions of this Agreement shall govern. This Agreement may only be amended by a written instrument signed by both Parties.

17. **Additional Acts and Documents.** Each Party agrees to do all such things and take all such actions, and to make, execute, and deliver such other documents and instruments as shall be reasonably required to carry out the provisions, intent, and purposes of this Agreement.

18. **Severability.** If any term, provision, condition, or covenant of this Agreement, or the application thereof to any Party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect to the fullest extent permitted by law.

19. **Governing Law.** This Agreement shall be construed in accordance with the internal laws of the State of California, without regard to conflict of law principles, and shall be construed according to its fair meaning and as if prepared by both of the Parties.

20. **Captions.** The captions to subsections of this Agreement are solely for the convenience of the Parties, are not part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision thereof.

21. **Counterparts.** This Agreement may be executed in counterparts. All counterparts when executed shall constitute one agreement binding upon all Parties notwithstanding that all of the Parties are not signatory to the original or the same counterpart. The Parties agree that facsimile signatures and/or electronic signatures on this Agreement or any amendment thereto shall have the same force, effect, and validity as that of an original signature.

22. **Authority to Execute.** The persons executing this Agreement on behalf of the Parties hereto warrant and represent that they are duly authorized to execute and deliver this Agreement on behalf of such Party, and by so executing this Agreement, said Party is formally bound to the provisions of this Agreement.

23. **Effective Date.** This Agreement shall become effective upon the execution by all applicable parties.

24. **Interpretation.** The Parties have each agreed to the use of the particular language of this Agreement, and no question of future interpretation shall be resolved by any rule of interpretation providing for interpretation against the Party whose representatives drafted this Agreement, or any portion thereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Date: Sept. 9, 2021

CITY OF ALAMEDA

By: *Yibin Shen*

Name: Yibin Shen

Its: City Attorney

Date: August 4, 2021

UNION PACIFIC RAILROAD
COMPANY


By: *Chris Doble*

Name: CHRIS D. GOBLE

Its: Assistant Vice President - Real Estate

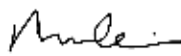
APPROVED AS TO FORM:

NOSSAMAN LLP

By: 
Bradford B. Kuhn, Esq.
Attorneys for CITY OF ALAMEDA

Date: September 9, 2021

WOLF WALLENSTEIN, PC

By: 
Michael H. Wallenstein, Esq.
Attorneys for UNION PACIFIC RAILROAD COMPANY

Date: September 10,, 2021

EXHIBIT 1

(Quitclaim Deed Parcel 074-0906-034-Fee)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Alameda
2263 Santa Clara Avenue, Room 380
Alameda, California 94501
APN: 074-0906-034-FEE

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

QUITCLAIM DEED

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, **Union Pacific Railroad Company, a Delaware corporation ("Grantor")** does hereby REMISE, RELEASE, and forever QUITCLAIM to the **City of Alameda, a charter city and municipal corporation ("Grantee")**, and to its successors and assigns, all of Grantor's right, title, interest, and estate of, in, and to the real property and all improvements thereon, if any, located in the City of Alameda, County of Alameda, State of California, designated as a portion of Alameda County Assessor's Parcel Number 074-0906-034, more particularly described in the legal description attached as Exhibit "A", and the plat attached as Exhibit "B" both made a part hereof by reference (the "Property").

EXCEPTING FROM THIS QUITCLAIM AND RESERVING UNTO GRANTOR, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered underlying the Property, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to Grantor, its successors and assigns, but without entering upon or using the surface of the Property, and in such manner as not to damage the surface of the Property, or to interfere with the use thereof by Grantee, its successors or assigns.

Restrictions on Use

Grantee, its successors and assigns, shall only use the Property for the following public uses: access, street, public utility, park, and hike and bike trail uses, which uses shall include, but not be limited to, roads, trails, sidewalks, recreational uses, dog parks, picnic tables and chairs, and similar uses of like kind and nature thereof, but for no other purposes whatsoever (collectively the "Use Restrictions"). Without limitation of the foregoing, the Property shall not be used for any of the following purposes: (i) residential, (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers), or (iii) indoor educational, or child-care facilities (including, without limitation, schools, kindergartens, day-care centers, or gymnasiums).

Environmental Covenants:

(a) "As Is" Sale. Grantee, for itself, its successors and assigns, including any successor owner of any interest in the Property, acknowledges and agrees that the Property has been sold and quitclaimed by Grantor in an "AS IS" condition, with all faults, and Grantee acknowledges that the Property may have been used for railroad and/or industrial purposes. Grantee acknowledges and agrees that the Property has been sold and quitclaimed on the basis of Grantee's own independent investigation of the physical and environmental conditions of the Property. Grantee assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation. Grantor does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property; in particular, without limitation, Grantor makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements (collectively, "Condition of the Property").

(b) Release and Indemnity. GRANTEE, FOR ITS ITSELF, ITS SUCESSORS AND ASSIGNS, INCLUDING ANY SUCCESSOR OWNER OF ANY INTEREST IN THE PROPERTY, HEREBY RELEASES GRANTOR, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFIES, DEFENDS AND SAVES HARMLESS GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEYS' FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING WILL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF GRANTOR, ITS AFFILIATES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS. WITH RESPECT TO THE FOREGOING, GRANTEE EXPRESSLY WAIVES THE BENEFITS AND PROTECTIONS OF SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH READS AS FOLLOWS:

1542. Certain Claims Not Affected by General Release. 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.

IN WITNESS WHEREOF, the undersigned has executed this Quitclaim Deed as of _____, 2021.

Attest:

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

Assistant Secretary

By: _____
Printed Name: Chris D. Goble
Title: Assistant Vice President – Real Estate

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Chris D. Goble and _____, Assistant Vice President – Real Estate and Assistant Secretary of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, on behalf of the corporation.

WITNESS my hand and official seal.

Notary Public

(Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest conveyed by Quitclaim Deed dated _____, 2021, from **UNION PACIFIC RAILROAD COMPANY, A DELAWARE CORPORATION**, to the **CITY OF ALAMEDA, A CHARTER CITY AND MUNICIPAL CORPORATION**, is hereby accepted by the undersigned officer on behalf of the **CITY OF ALAMEDA, A CHARTER CITY AND MUNICIPAL CORPORATION**, pursuant to authority conferred by the City of Alameda Charter and Grantee hereby consents to the recordation thereof by its duly authorized agent.

Dated this ____ day of _____, 2021.

CITY OF ALAMEDA, a charter city and municipal corporation

By: _____

Name: _____

Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of Los Angeles)

On _____, 20____, before me, _____, Notary Public, personally appeared, _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

[APN: 074-0906-034 - FEE]

EXHIBIT A
LEGAL DESCRIPTION
UPRR PROPERTY - FEE
ASSESSOR'S PARCEL NO. 074-0906-034
ALAMEDA, CALIFORNIA

REAL PROPERTY SITUATE IN THE CITY OF ALAMEDA, COUNTY OF ALAMEDA,
STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PARCEL OF LAND DESCRIBED IN THE INDENTURE
BETWEEN THE ANGLO CALIFORNIA NATIONAL BANK OF SAN FRANCISCO AND
CENTRAL PACIFIC RAILWAY COMPANY, RECORDED IN BOOK 5693 AT PAGE
348, OFFICIAL RECORDS OF ALAMEDA COUNTY AND MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF PARCEL 2A, AS LAST SAID
PARCEL IS DESCRIBED IN JUDGMENT NO. 22481-G, RECORDED IN BOOK 5207
AT PAGE 332, OFFICIAL RECORDS OF ALAMEDA COUNTY; THENCE ALONG THE
EASTERLY LINE OF LAST SAID PARCEL NORTH 05°56'00" WEST 88.75 FEET TO
THE NORTHEASTERLY LINE OF SAID CENTRAL PACIFIC RAILWAY PARCEL (5693
OR 348); THENCE SOUTHEASTERLY ALONG LAST SAID LINE ALONG A NON-
TANGENT CURVE CONCAVE TO THE NORTHEAST, WHICH A RADIAL BEARS
NORTH 54°04'09" EAST TO THE RADIUS POINT, HAVING A RADIUS OF 477.68
FEET, A CENTRAL ANGLE OF 34°59'51" AND AN ARC LENGTH OF 291.78 FEET TO
THE NORTHERLY LINE OF THE 0.07 ACRE PARCEL OF LAND DESCRIBED IN THE
INDENTURE BETWEEN PLANATAL COMPANY AND ATLANTIC BELT LINE,
RECORDED ON MAY 17, 1927 IN BOOK 1440 AT PAGE 339, OFFICIAL RECORDS
OF ALAMEDA COUNTY; THENCE ALONG LAST SAID LINE NORTH 87°34'00" WEST
125.86 FEET TO THE SOUTHWESTERLY LINE OF SAID CENTRAL PACIFIC
RAILWAY PARCEL (5693 OR 348); THENCE NORTHWESTERLY ALONG LAST SAID
LINE ALONG A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, WHICH A
RADIAL BEARS NORTH 32°16'55" EAST TO THE RADIUS POINT, HAVING A
RADIUS OF 527.68 FEET, A CENTRAL ANGLE OF 13°24'42" AND AN ARC LENGTH
OF 123.52 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 10,060 SQUARE FEET OR 0.231 ACRE OF LAND, MORE OR LESS.

SEE EXHIBIT B – PLAT TO ACCOMPANY LEGAL DESCRIPTION WHICH IS
ATTACHED HERETO AND MADE A PART HEREOF.

END OF DESCRIPTION

THIS DESCRIPTION AND ITS ACCOMPANYING PLAT WERE PREPARED BY OR
UNDER THE DIRECTION OF:


SCOTT SHORTLIDGE, LS 6441

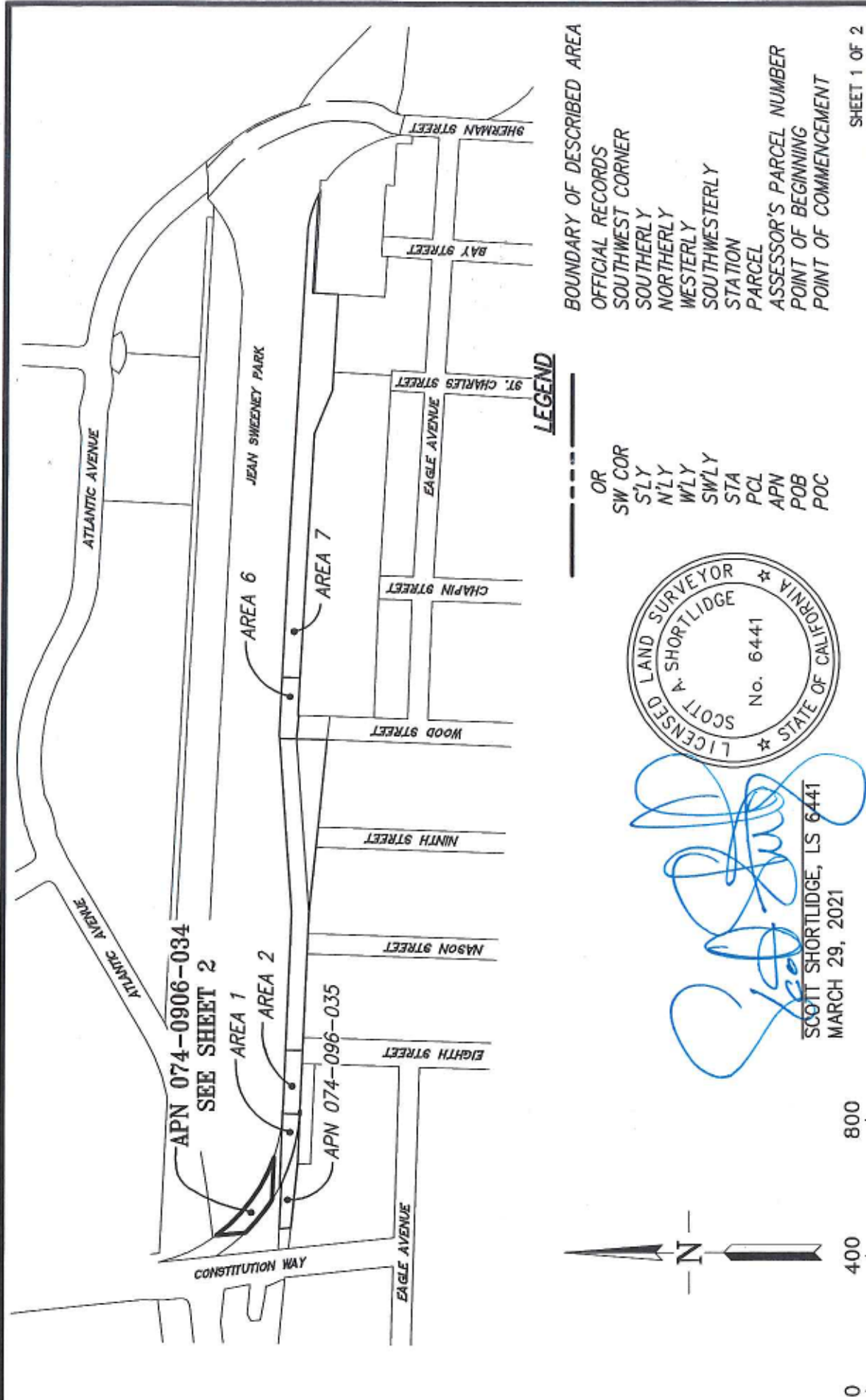


March 29, 2021
DATE

EXHIBIT "B"

MAP OF PROPERTY

[APN: 074-0906-034 - FEE]



SHEET 1 OF 2

BOUNDARY OF DESCRIBED AREA
 OFFICIAL RECORDS
 SOUTHWEST CORNER
 SOUTHERLY
 NORTHERLY
 WESTERLY
 SOUTHWESTERLY
 STATION
 PARCEL
 ASSESSOR'S PARCEL NUMBER
 POINT OF BEGINNING
 POINT OF COMMENCEMENT

LEGEND

OR
 SW COR
 S'LY
 N'LY
 W'LY
 SW'LY
 STA
 PCL
 APN
 POB
 POC



Scott A. Shortlidge
 SCOTT SHORTLIDGE, LS 6441
 MARCH 29, 2021



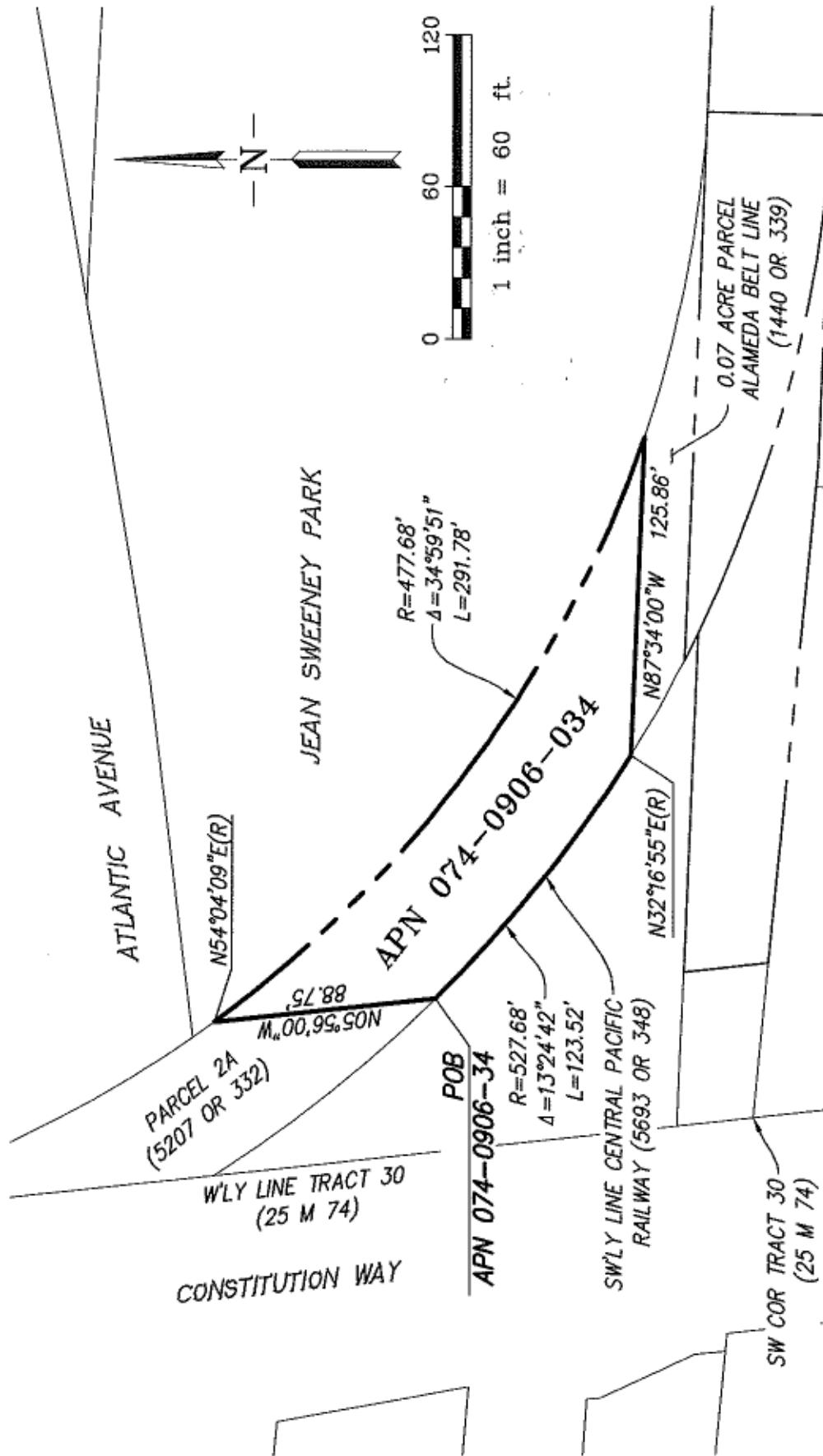
RUGGERI-JENSEN-AZAR
 ENGINEERS • PLANNERS • SURVEYORS
 4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
 PHONE: (925) 227-9100 FAX: (925) 227-9300

JOB NO.:
 121033-65

DATE:
 3/29/2021

SCALE:
 1" = 400'

EXHIBIT B
PLAT TO ACCOMPANY LEGAL DESCRIPTION
UPRR PROPERTY
APN 074-0906-034-FEE
 ALAMEDA CALIFORNIA



SHEET 2 OF 2



RUGGERI-JENSEN-AZAR

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

SCALE:
1"=60'

DATE:
3/29/2021

JOB NO.:
121033-65

EXHIBIT B
PLAT TO ACCOMPANY LEGAL DESCRIPTION
UPRR PROPERTY
APN 074-0906-034-FEE

ALAMEDA

CALIFORNIA

EXHIBIT 2

(Quitclaim Deed Parcel 074-0906-035-Fee)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Alameda
2263 Santa Clara Avenue, Room 380
Alameda, California 94501
APN: 074-0906-035-FEE

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

QUITCLAIM DEED

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, **Union Pacific Railroad Company, a Delaware corporation ("Grantor")** does hereby REMISE, RELEASE, and forever QUITCLAIM to the **City of Alameda, a charter city and municipal corporation ("Grantee")**, and to its successors and assigns, all of Grantor's right, title, interest, and estate of, in, and to the real property and all improvements thereon, if any, located in the City of Alameda, County of Alameda, State of California, designated as a portion of Alameda County Assessor's Parcel Number 074-0906-035, more particularly described in the legal description attached hereto as Exhibit "A" and the plat attached as Exhibit "B" both made a part hereof by reference (the "Property").

EXCEPTING FROM THIS QUITCLAIM AND RESERVING UNTO GRANTOR, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered underlying the Property, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to Grantor, its successors and assigns, but without entering upon or using the surface of the Property, and in such manner as not to damage the surface of the Property, or to interfere with the use thereof by Grantee, its successors or assigns.

Restrictions on Use

Grantee, its successors and assigns, shall only use the Property for the following public uses: access, street, public utility, park, and hike and bike trail uses, which uses shall include, but not be limited to, roads, trails, sidewalks, recreational uses, dog parks, picnic tables and chairs, and similar uses of like kind and nature thereof, but for no other purposes whatsoever (collectively the "Use Restrictions"). Without limitation of the foregoing, the Property shall not be used for any of the following purposes: (i) residential, (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers), or (iii) indoor educational, or child-care facilities (including, without limitation, schools, kindergartens, day-care centers, or gymnasiums).

Environmental Covenants:

(a) "As Is" Sale. Grantee, for itself, its successors and assigns, including any successor owner of any interest in the Property, acknowledges and agrees that the Property has been sold and quitclaimed by Grantor in an "AS IS" condition, with all faults, and Grantee acknowledges that the Property may have been used for railroad and/or industrial purposes. Grantee acknowledges and agrees that the Property has been sold and quitclaimed on the basis of Grantee's own independent investigation of the physical and environmental conditions of the Property. Grantee assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation. Grantor does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property; in particular, without limitation, Grantor makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements (collectively, "Condition of the Property").

(b) Release and Indemnity. GRANTEE, FOR ITS ITSELF, ITS SUCESSORS AND ASSIGNS, INCLUDING ANY SUCCESSOR OWNER OF ANY INTEREST IN THE PROPERTY, HEREBY RELEASES GRANTOR, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFIES, DEFENDS AND SAVES HARMLESS GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEYS' FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING WILL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF GRANTOR, ITS AFFILIATES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS. WITH RESPECT TO THE FOREGOING, GRANTEE EXPRESSLY WAIVES THE BENEFITS AND PROTECTIONS OF SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH READS AS FOLLOWS:

1542. Certain Claims Not Affected by General Release. 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.

IN WITNESS WHEREOF, the undersigned has executed this Quitclaim Deed as of _____, 2021.

Attest:

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

Assistant Secretary

By: _____
Printed Name: Chris D. Goble
Title: Assistant Vice President – Real Estate

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Chris D. Goble and _____, Assistant Vice President – Real Estate and Assistant Secretary of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, on behalf of the corporation.

WITNESS my hand and official seal.

Notary Public

(Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest conveyed by Quitclaim Deed dated _____, 2021, from **UNION PACIFIC RAILROAD COMPANY, A DELAWARE CORPORATION**, to the **CITY OF ALAMEDA, A CHARTER CITY AND MUNICIPAL CORPORATION**, is hereby accepted by the undersigned officer on behalf of the **CITY OF ALAMEDA, A CHARTER CITY AND MUNICIPAL CORPORATION**, pursuant to authority conferred by the City of Alameda Charter and Grantee hereby consents to the recordation thereof by its duly authorized agent.

Dated this ____ day of _____, 2021.

CITY OF ALAMEDA, a charter city and municipal corporation

By: _____

Name: _____

Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of Los Angeles)

On _____, 20____, before me, _____, Notary Public, personally appeared, _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

[APN: 074-0906-035 - FEE]

**EXHIBIT A
LEGAL DESCRIPTION
UPRR PROPERTY - FEE
ASSESSOR'S PARCEL NO. 074-0906-035
ALAMEDA, CALIFORNIA**

REAL PROPERTY SITUATE IN THE CITY OF ALAMEDA, COUNTY OF ALAMEDA, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL NO. 2, AS SAID PARCEL IS DESCRIBED IN THE INDENTURE BETWEEN PLANATAL COMPANY AND SOUTHERN PACIFIC COMPANY, RECORDED IN BOOK 1007, PAGE 415, OFFICIAL RECORDS OF ALAMEDA COUNTY AND A PORTION OF TRACT 30 AS SHOWN ON THE MAP OF ALAMEDA MARSH LAND FILED IN BOOK 25 OF MAPS AT PAGE 74 OFFICAL RECORDS OF SAID COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

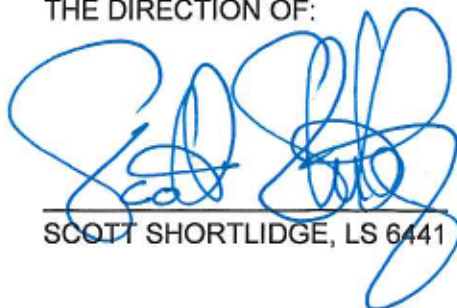
BEGINNING AT THE SOUTHWEST CORNER OF THE ABOVE MENTIONED TRACT 30, SAME CORNER BEING ON THE COMMON RIGHT OF WAY LINE OF CONSTITUTION WAY AND THAU WAY (60 FEET WIDE); THENCE ALONG THE WEST LINE OF TRACT 30, NORTH 05°56'00" WEST 30.67 FEET TO THE SOUTHERLY LINE OF PARCEL C, AS LAST SAID PARCEL IS DESCRIBED IN THE INDENTURE BETWEEN SOUTHERN PACIFIC COMPANY AND ALAMEDA BELT LINE, RECORDED ON JUNE 1, 1927 IN BOOK 1597, PAGE 211, OFFICIAL RECORDS OF ALAMEDA COUNTY; THENCE ALONG LAST SAID LINE SOUTH 87°34'00" EAST 194.57 FEET TO THE SOUTHWESTERLY LINE OF THE PARCEL OF LAND DESCRIBED IN THE INDENTURE BETWEEN THE ANGLO CALIFORNIA NATIONAL BANK OF SAN FRANCISO AND CENTRAL PACIFIC RAILWAY COMPANY, RECORD IN BOOK 5693, PAGE 348, OFFICIAL RECORDS OF ALAMEDA COUNTY; THENCE SOUTH 00° 00' 00" EAST 41.28 FEET TO A POINT ON THE SAID SOUTHERLY LINE OF SAID PARCEL NO. 2 TO SOUTHERN PACIFIC COMPANY (1007 OR 415); THENCE ALONG LAST SAID LINE NORTH 84°18'57" WEST 192.17 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 6,899 SQUARE FEET OR 0.182 ACRE OF LAND, MORE OR LESS.

SEE EXHIBIT B – PLAT TO ACCOMPANY LEGAL DESCRIPTION WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

END OF DESCRIPTION

THIS DESCRIPTION AND ITS ACCOMPANYING PLAT WERE PREPARED BY OR UNDER THE DIRECTION OF:


SCOTT SHORTLIDGE, LS 6441

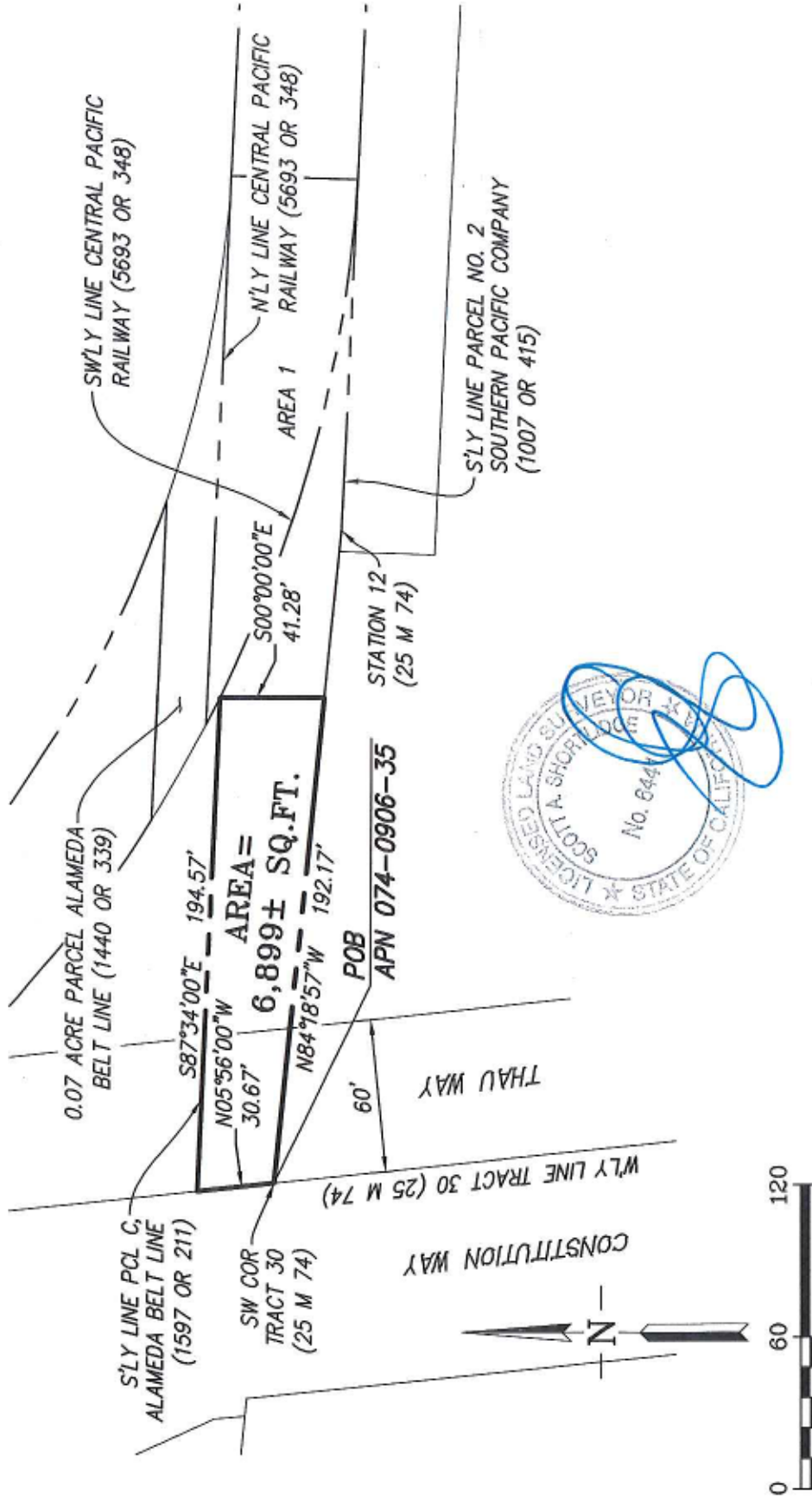


6-22-2021
DATE

EXHIBIT "B"

MAP OF PROPERTY

[APN: 074-0906-035-FEE]



RJA
RUGGERI-JENSEN-AZAR
 ENGINEERS • PLANNERS • SURVEYORS
 4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
 PHONE: (925) 227-9100 FAX: (925) 227-9300

EXHIBIT B
PLAT TO ACCOMPANY LEGAL DESCRIPTION
UPRR PROPERTY
APN 074-0906-035 - FEE

SCALE: 1"=60' DATE: 6/21/2021 JOB NO.: 121033-65

ALAMEDA CALIFORNIA

EXHIBIT 3

(Quitclaim Deed “Sliver” Portion of Parcel 074-0906-31-6-Fee)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Alameda
2263 Santa Clara Avenue, Room 380
Alameda, California 94501
APN: 074-0906-31-6-FEE

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

QUITCLAIM DEED

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, **Union Pacific Railroad Company, a Delaware corporation ("Grantor")** does hereby REMISE, RELEASE, and forever QUITCLAIM to the **City of Alameda, a charter city and municipal corporation ("Grantee")**, and to its successors and assigns, all of Grantor's right, title, interest, and estate of, in, and to the real property and all improvements thereon, if any, located in the City of Alameda, County of Alameda, State of California, designated as a portion of Alameda County Assessor's Parcel Number 074-0906-31-6, more particularly described in the legal description attached hereto as Exhibit "A" and the plat attached as Exhibit "B" both made a part hereof by reference (the "Property").

EXCEPTING FROM THIS QUITCLAIM AND RESERVING UNTO GRANTOR, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered underlying the Property, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to Grantor, its successors and assigns, but without entering upon or using the surface of the Property, and in such manner as not to damage the surface of the Property, or to interfere with the use thereof by Grantee, its successors or assigns.

Restrictions on Use

Grantee, its successors and assigns, shall only use the Property for the following public uses: access, street, public utility, park, and hike and bike trail uses, which uses shall include, but not be limited to, roads, trails, sidewalks, recreational uses, dog parks, picnic tables and chairs, and similar uses of like kind and nature thereof, but for no other purposes whatsoever (collectively the "Use Restrictions"). Without limitation of the foregoing, the Property shall not be used for any of the following purposes: (i) residential, (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers), or (iii) indoor educational, or child-care facilities (including, without limitation, schools, kindergartens, day-care centers, or gymnasiums).

Environmental Covenants:

(a) "As Is" Sale. Grantee, for itself, its successors and assigns, including any successor owner of any interest in the Property, acknowledges and agrees that the Property has been sold and quitclaimed by Grantor in an "AS IS" condition, with all faults, and Grantee acknowledges that the Property may have been used for railroad and/or industrial purposes. Grantee acknowledges and agrees that the Property has been sold and quitclaimed on the basis of Grantee's own independent investigation of the physical and environmental conditions of the Property. Grantee assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation. Grantor does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property; in particular, without limitation, Grantor makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements (collectively, "Condition of the Property").

(b) Release and Indemnity. GRANTEE, FOR ITS ITSELF, ITS SUCESSORS AND ASSIGNS, INCLUDING ANY SUCCESSOR OWNER OF ANY INTEREST IN THE PROPERTY, HEREBY RELEASES GRANTOR, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFIES, DEFENDS AND SAVES HARMLESS GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEYS' FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING WILL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF GRANTOR, ITS AFFILIATES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS. WITH RESPECT TO THE FOREGOING, GRANTEE EXPRESSLY WAIVES THE BENEFITS AND PROTECTIONS OF SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH READS AS FOLLOWS:

1542. Certain Claims Not Affected by General Release. 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.

IN WITNESS WHEREOF, the undersigned has executed this Quitclaim Deed as of _____, 2021.

Attest:

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

Assistant Secretary

By: _____
Printed Name: Chris D. Goble
Title: Assistant Vice President – Real Estate

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Chris D. Goble and _____, Assistant Vice President – Real Estate and Assistant Secretary of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, on behalf of the corporation.

WITNESS my hand and official seal.

Notary Public

(Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest conveyed by Quitclaim Deed dated _____, 2021, from **UNION PACIFIC RAILROAD COMPANY, A DELAWARE CORPORATION**, to the **CITY OF ALAMEDA, A CHARTER CITY AND MUNICIPAL CORPORATION**, is hereby accepted by the undersigned officer on behalf of the **CITY OF ALAMEDA, A CHARTER CITY AND MUNICIPAL CORPORATION**, pursuant to authority conferred by the City of Alameda Charter and Grantee hereby consents to the recordation thereof by its duly authorized agent.

Dated this ____ day of _____, 2021.

CITY OF ALAMEDA, a charter city and municipal corporation

By: _____

Name: _____

Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of Los Angeles)

On _____, 20____, before me, _____, Notary Public, personally appeared, _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

[APN: 074-0906-31-6-FEE]

**EXHIBIT A
LEGAL DESCRIPTION
EASTERN AREA
UPRR PROPERTY
PORTION OF ASSESSOR'S PARCEL NO. 074-0906-031-6 - FEE
ALAMEDA, CALIFORNIA**

REAL PROPERTY SITUATE IN THE CITY OF ALAMEDA, COUNTY OF ALAMEDA, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PARCEL OF LAND DESCRIBED IN THE INDENTURE BETWEEN THE ANGLO CALIFORNIA NATIONAL BANK OF SAN FRANCISCO AND CENTRAL PACIFIC RAILWAY COMPANY, RECORDED IN BOOK 5693, PAGE 348; ALL OF OFFICIAL RECORDS OF ALAMEDA COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN THE QUITCLAIM DEED TO SMITH PACIFIC MINI LLC, RECORDED IN DOCUMENT NO. 2004-000685, OFFICIAL RECORDS OF ALAMEDA COUNTY; THENCE ACROSS THE SAID CENTRAL PACIFIC RAILWAY COMPANY PARCEL (5693 OR 348) NORTH 03° 08' 00" EAST 25.88 FEET TO A POINT ON THE NORTHERLY LINE OF SAID CENTRAL PACIFIC RAILWAY COMPANY PARCEL (5693 OR 348); THENCE ALONG THE LAST SAID LINE SOUTH 86°52'00" EAST 190.28 FEET TO THE SOUTHWESTERLY LINE OF THE 0.647 ACRE PARCEL OF LAND DESCRIBED AS PARCEL NO. 2 IN THE INDENTURE BETWEEN PLANATAL COMPANY AND ALAMEDA BELT LINE, RECORDED ON MAY 17, 1927 IN BOOK 1601, PAGE 133, OFFICIAL RECORDS OF ALAMEDA COUNTY; THENCE ALONG LAST SAID LINE SOUTHEASTERLY ALONG A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, WHICH A RADIAL BEARS SOUTH 08°11'25" WEST TO THE RADIUS POINT, HAVING A RADIUS OF 324.19 FEET, A CENTRAL ANGLE OF 18°33'13" AND AN ARC LENGTH OF 104.98 FEET TO THE NORTHERLY LINE OF THE SAID SMITH PACIFIC MINI LLC PARCEL; THENCE ALONG LAST SAID LINE NORTH 86°52'00" WEST 291.55 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 6,530 SQUARE FEET OF LAND AREA, MORE OR LESS.

SEE EXHIBIT B – PLAT TO ACCOMPANY LEGAL DESCRIPTION WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

END OF DESCRIPTION

THIS DESCRIPTION AND ITS ACCOMPANYING PLAT WERE PREPARED BY ME OR UNDER MY DIRECTION:


SCOTT SHORTLIDGE, LS 6441



MARCH 29, 2021

DATE

EXHIBIT "B"

MAP OF PROPERTY

[APN: 074-0906-31-6-FEE]

SOUTHWESTERLY LINE
0.647 ACRE PARCEL
TO ALAMEDA BELT LINE
(1601 OR 133)

JEAN SWEENEY PARK

NORTHERLY LINE
CENTRAL PACIFIC RAILWAY
(5693 OR 348)

S08°11'25"W(R)

N03°08'00"E
25.88'

S86°52'00"E 190.28'

DESCRIBED AREA
6,530 SQ.FT.

$R=324.19'$
 $\Delta=18^{\circ}33'13''$
 $L=104.98'$

N86°52'00"W 291.55'

APN
074-0906-031-6

NORTHERLY LINE QUITCLAIM DEED TO
SMITH PACIFIC MINI LLC, ET AL
(2004-000685)

N03°08'00"E
75.90'

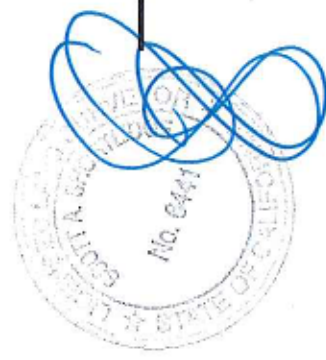
NORTHERLY LINE AREA C,
JUDGMENT NO. 24709-R
(4683 OR 158)

WESTERLY LINE
GRANT DEED TO INDIO PROPERTIES, INC.
(80-231200)

N26°44'38"E(R)



1 inch = 40 ft.



LEGEND

- OR
- STA
- PCL
- APN
- POB
- POC

BOUNDARY OF DESCRIBED AREA
OFFICIAL RECORDS
STATION
PARCEL
ASSESSOR'S PARCEL NUMBER
POINT OF BEGINNING
POINT OF COMMENCEMENT

EXHIBIT B
PLAT TO ACCOMPANY LEGAL DESCRIPTION
UPRR PROPERTY
BAY STREET
ALAMEDA APN: 074-0906-31-6-FEE CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4590 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE: 1"=40' DATE: 03/22/2021 JOB NO.: 121033-65

EXHIBIT 4

(Grant of Easement – 8th Street)

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City of Alameda
2263 Santa Clara Avenue, Room 380
Alameda, California 94501

APN: 074-0906-031-6-EASEMENT

(Space Above For Recorder's Use Only)

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

EASEMENT DEED AND AGREEMENT

THIS Easement Deed and Agreement ("Deed") is made as of the _____ day of _____, 2021, between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Grantor"), and the CITY OF ALAMEDA, a California Charter City and municipal corporation ("Grantee"), whose address is 2263 Santa Clara Avenue, Alameda, CA 94501.

Grantor, for and in exchange for valuable consideration, to it paid by Grantee, the receipt of which is hereby acknowledged, grants to Grantee, its successors and assigns, a NON-EXCLUSIVE EASEMENT on, along, and under that certain real property in Alameda County, State of California, more particularly described in **Exhibit A** and depicted in **Exhibit B**, both of which are attached hereto and hereby made a part hereof (the "Property"), to be used only: (i) for general pedestrian, and non-motorized bicycle access, (ii) by Grantee and its authorized agents for emergency vehicle access, (iii) by Grantee and its authorized agents for maintenance of the Property, and (iv) by Grantee and its authorized agents for the construction, maintenance, operation, repair, renewal, reconstruction and use of subsurface public utilities.

RESERVING, however, unto Grantor, its successors and assigns, the right of Grantor, its successors and assigns, to use of the Property for any purpose not inconsistent with Grantee's use of the Property for the purposes herein defined; provided, however, that Grantor's right to use the Property for public or private roadway purposes shall at all times be paramount, and that the easement granted herein is subject to such rights. Notwithstanding the foregoing, any private roadway use by Grantor shall not unreasonably interfere with the Grantee's use of the Property for the defined purposes in this Easement Deed and Agreement. Grantee agrees that in exercising the easement rights herein granted, Grantee shall not interfere with the construction, use, maintenance or repair of any roadway constructed or which may be constructed in the future (either before or after the construction or installation of any utilities or other, structures, installations or improvements by Grantee) on the Property. Before commencing construction or installation of any utilities or any other structures, installations, or

improvements, Grantee shall submit the plans and specifications therefor to Grantor for Grantor's review and approval. Such review by Grantor shall be completed and appropriate response made to Grantee with twenty (20) days after receipt of such plans by Grantor; and it is expressly understood that approval of such plans by Grantor shall not be unreasonably withheld, conditioned, or delayed; if Grantor fails to approve or request changes within ninety (90) days of submission of all information deemed necessary by Grantor to approve or disapprove of such plans, Grantor shall be deemed to have approved of such plans or specifications.

This grant of easement is made SUBJECT to all outstanding leases, licenses and other outstanding rights, including, but not limited to, those for pipe, telephone, electric and fiber optic lines and the right of renewals and extensions of the same, and subject also to all conditions, limitations, restrictions, encumbrances, reservations or interests of any person which may affect the Property, whether recorded or unrecorded.

The easement herein granted is also limited to such rights as Grantor may have in the Property and is granted without warranty, express or implied. No damages shall be recoverable from Grantor because of any dispossession of Grantee or because of failure of, or defect in, Grantor's title.

TO THE FULL EXTENT IT MAY LAWFULLY DO SO, GRANTEE AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS GRANTOR AND ITS AFFILIATES, THEIR OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS OR ASSIGNS (THE "INDEMNITEES"), AGAINST AND FROM ANY AND ALL LIABILITY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY), DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL OR PUNITIVE DAMAGES), CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, COSTS AND EXPENSES OF WHATSOEVER NATURE (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES), WHICH MAY RESULT FROM PERSONAL INJURY TO OR DEATH OF PERSONS WHOMSOEVER, OR DAMAGE TO OR LOSS OR DESTRUCTION OF PROPERTY WHATSOEVER, WHEN SUCH PERSONAL INJURY, DEATH, LOSS, DESTRUCTION OR DAMAGE, HOWSOEVER CAUSED, GROWS OUT OF OR ARISES FROM THE EXERCISE BY GRANTEE AND/OR BY ITS, AGENTS, INVITEES AND/OR LICENSEES OF ANY OF THE EASEMENT RIGHTS HEREIN GRANTED. THE FOREGOING INDEMNITY SHALL APPLY EXCEPT TO THE EXTENT OF AN INDEMNITEE'S NEGLIGENCE OR WILLFUL MISCONDUCT. THE TERM "AFFILIATE" (OR "AFFILIATES" AS THE CASE MAY BE) AS USED HEREIN MEANS ANY CORPORATION WHICH DIRECTLY OR INDIRECTLY CONTROLS, OR IS CONTROLLED BY, OR IS UNDER COMMON CONTROL WITH GRANTOR.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Easement Deed and Agreement to be duly executed as of the date first herein written.

Attest:

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

Assistant Secretary

By: _____
Title: _____

(Seal)

Attest:

CITY OF ALAMEDA
a Charter City and municipal corporation

By: _____
Title: _____

(Seal)

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On _____, 20____, before me, a Notary Public in and for said
County and State, personally appeared _____ and
_____ who are the _____ and the
Assistant Secretary, respectively, of Union Pacific Railroad Company, a Delaware corporation,
and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be
the persons whose names are subscribed to in the within instrument, and acknowledged to me
that they executed the same in their authorized capacities, and that by their signatures on the
instrument the persons, or the entity upon behalf of which the persons acted, executed the
instrument.

WITNESS my hand and official seal.

Notary Public

(Seal)

STATE OF _____)
) ss.
COUNTY OF _____)

[CALIFORNIA NOTARIAL CERTIFICATE]

(Seal)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

[APN: 074-0906-031-6-EASEMENT]

**EXHIBIT A
LEGAL DESCRIPTION
EIGHTH STREET EXTENSION
UPRR PROPERTY
PORTION OF ASSESSOR PARCEL NO. 074-0906-031-6-EASEMENT
ALAMEDA, CALIFORNIA**

REAL PROPERTY SITUATE IN THE CITY OF ALAMEDA, COUNTY OF ALAMEDA, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PARCEL OF LAND DESCRIBED IN THE INDENTURE BETWEEN THE ANGLO CALIFORNIA NATIONAL BANK OF SAN FRANCISCO AND CENTRAL PACIFIC RAILWAY COMPANY, RECORDED IN BOOK 5693, PAGE 348; OFFICIAL RECORDS OF ALAMEDA COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

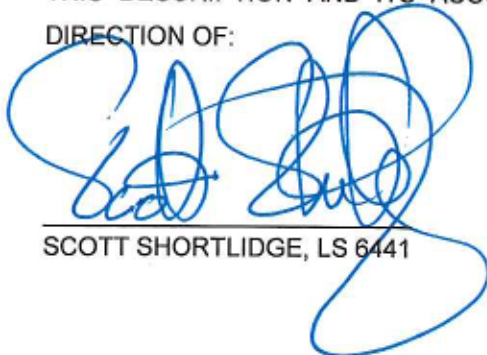
BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID PARCEL (5693 OR 348) AND THE CENTERLINE OF EIGHT STREET (77 FEET WIDE), AS SAID STREET IS SHOWN ON THE "OFFICAL RESURVEY OF PORTION OF SEGREGATION LINE AND VICINITY" FILED IN BOOK 3 OF RECORD OF SURVEYS, PAGE 16, ALAMEDA COUNTY RECORDS; THENCE ALONG SAID SOUTHERLY LINE NORTH 87°34'00" WEST 38.50 FEET; THENCE ACROSS THE SAID CENTRAL PACIFIC RAILWAY COMPANY PARCEL (5683 OR 348) NORTH 01°44'19" EAST 50.00 FEET TO A POINT ON THE NORTHERLY LINE OF SAID CENTRAL PACIFIC RAILWAY COMPANY PARCEL (5683 OR 348); THENCE ALONG LAST SAID LINE SOUTH 87°34'00" EAST 77.00 FEET; THENCE ACROSS THE CENTRAL PACIFIC RAILWAY COMPANY PARCEL (5683 OR 348) SOUTH 01° 44' 19" WEST 50.00 FEET TO A POINT ON THE SOUTHERLY LINE OF THE CENTRAL PACIFIC RAILWAY COMPANY PARCEL (5683 OR 348); THENCE ALONG LAST SAID LINE NORTH 87°34'00" WEST 38.50 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 3,850 SQUARE FEET OF LAND AREA, MORE OR LESS.

SEE EXHIBIT B – PLAT TO ACCOMPANY LEGAL DESCRIPTION WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

END OF DESCRIPTION

THIS DESCRIPTION AND ITS ACCOMPANYING PLAT WERE PREPARED BY OR UNDER THE DIRECTION OF:


SCOTT SHORTLIDGE, LS 6441



MARCH 29, 2021
DATE

EXHIBIT B

MAP OF PROPERTY

[APN: 074-0906-031-6-EASEMENT]

EXHIBIT 5

(Grant of Easement – Wood Street)

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City of Alameda
2263 Santa Clara Avenue, Room 380
Alameda, California 94501

APN: 074-0906-031-6-EASEMENT

(Space Above For Recorder's Use Only)

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

EASEMENT DEED AND AGREEMENT

THIS Easement Deed and Agreement ("Deed") is made as of the _____ day of _____, 2021, between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Grantor"), and the CITY OF ALAMEDA, a California Charter City and municipal corporation ("Grantee"), whose address is 2263 Santa Clara Avenue, Alameda, CA 94501.

Grantor, for and in exchange for valuable consideration, to it paid by Grantee, the receipt of which is hereby acknowledged, grants to Grantee, its successors and assigns, a NON-EXCLUSIVE EASEMENT on, along, and under that certain real property in Alameda County, State of California, more particularly described in **Exhibit A** and depicted in **Exhibit B**, both of which are attached hereto and hereby made a part hereof (the "Property"), to be used only: (i) for general pedestrian, and non-motorized bicycle access, (ii) by Grantee and its authorized agents for emergency vehicle access, (iii) by Grantee and its authorized agents for maintenance of the Property, and (iv) by Grantee and its authorized agents for the construction, maintenance, operation, repair, renewal, reconstruction and use of subsurface public utilities.

RESERVING, however, unto Grantor, its successors and assigns, the right of Grantor, its successors and assigns, to use of the Property for any purpose not inconsistent with Grantee's use of the Property for the purposes herein defined; provided, however, that Grantor's right to use the Property for public or private roadway purposes shall at all times be paramount, and that the easement granted herein is subject to such rights. Notwithstanding the foregoing, any private roadway use by Grantor shall not unreasonably interfere with the Grantee's use of the Property for the defined purposes in this Easement Deed and Agreement. Grantee agrees that in exercising the easement rights herein granted, Grantee shall not interfere with the construction, use, maintenance or repair of any roadway constructed or which may be constructed in the future (either before or after the construction or installation of any utilities or other, structures, installations or improvements by Grantee) on the Property. Before commencing construction or installation of any utilities or any other structures, installations, or

improvements, Grantee shall submit the plans and specifications therefor to Grantor for Grantor's review and approval. Such review by Grantor shall be completed and appropriate response made to Grantee with twenty (20) days after receipt of such plans by Grantor; and it is expressly understood that approval of such plans by Grantor shall not be unreasonably withheld, conditioned, or delayed; if Grantor fails to approve or request changes within ninety (90) days of submission of all information deemed necessary by Grantor to approve or disapprove of such plans, Grantor shall be deemed to have approved of such plans or specifications.

This grant of easement is made SUBJECT to all outstanding leases, licenses and other outstanding rights, including, but not limited to, those for pipe, telephone, electric and fiber optic lines and the right of renewals and extensions of the same, and subject also to all conditions, limitations, restrictions, encumbrances, reservations or interests of any person which may affect the Property, whether recorded or unrecorded.

The easement herein granted is also limited to such rights as Grantor may have in the Property and is granted without warranty, express or implied. No damages shall be recoverable from Grantor because of any dispossession of Grantee or because of failure of, or defect in, Grantor's title.

TO THE FULL EXTENT IT MAY LAWFULLY DO SO, GRANTEE AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS GRANTOR AND ITS AFFILIATES, THEIR OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS OR ASSIGNS (THE "INDEMNITEES"), AGAINST AND FROM ANY AND ALL LIABILITY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY), DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL OR PUNITIVE DAMAGES), CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, COSTS AND EXPENSES OF WHATSOEVER NATURE (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES), WHICH MAY RESULT FROM PERSONAL INJURY TO OR DEATH OF PERSONS WHOMSOEVER, OR DAMAGE TO OR LOSS OR DESTRUCTION OF PROPERTY WHATSOEVER, WHEN SUCH PERSONAL INJURY, DEATH, LOSS, DESTRUCTION OR DAMAGE, HOWSOEVER CAUSED, GROWS OUT OF OR ARISES FROM THE EXERCISE BY GRANTEE AND/OR BY ITS, AGENTS, INVITEES AND/OR LICENSEES OF ANY OF THE EASEMENT RIGHTS HEREIN GRANTED. THE FOREGOING INDEMNITY SHALL APPLY EXCEPT TO THE EXTENT OF AN INDEMNITEE'S NEGLIGENCE OR WILLFUL MISCONDUCT. THE TERM "AFFILIATE" (OR "AFFILIATES" AS THE CASE MAY BE) AS USED HEREIN MEANS ANY CORPORATION WHICH DIRECTLY OR INDIRECTLY CONTROLS, OR IS CONTROLLED BY, OR IS UNDER COMMON CONTROL WITH GRANTOR.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Easement Deed and Agreement to be duly executed as of the date first herein written.

Attest:

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

Assistant Secretary

By: _____
Title: _____

(Seal)

Attest:

CITY OF ALAMEDA
a Charter City and municipal corporation

By: _____
Title: _____

(Seal)

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On _____, 20____, before me, a Notary Public in and for said
County and State, personally appeared _____ and
_____ who are the _____ and the
Assistant Secretary, respectively, of Union Pacific Railroad Company, a Delaware corporation,
and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be
the persons whose names are subscribed to in the within instrument, and acknowledged to me
that they executed the same in their authorized capacities, and that by their signatures on the
instrument the persons, or the entity upon behalf of which the persons acted, executed the
instrument.

WITNESS my hand and official seal.

Notary Public

(Seal)

STATE OF _____)
) ss.
COUNTY OF _____)

[CAILFORNIA NOTARIAL CERTIFICATE]

(Seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

[APN: 074-0906-031-6-EASEMENT]

**EXHIBIT A
LEGAL DESCRIPTION
WOOD STREET EXTENSION - EASEMENT
UPRR PROPERTY
PORTION OF ASSESSOR'S PARCEL NO. 074-0906-031-6
ALAMEDA, CALIFORNIA**

REAL PROPERTY, SITUATE IN THE CITY OF ALAMEDA, COUNTY OF ALAMEDA, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PARCEL OF LAND DESCRIBED IN THE INDENTURE BETWEEN THE ANGLO CALIFORNIA NATIONAL BANK OF SAN FRANCISCO AND CENTRAL PACIFIC RAILWAY COMPANY, RECORDED IN BOOK 5693 AT PAGE 348, OFFICIAL RECORDS OF ALAMEDA COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID PARCEL AND THE NORTHERLY EXTENSION OF THE WESTERLY LINE OF WOOD STREET (70 FEET WIDE) AS SAID STREET IS SHOWN THE "OFFICIAL RESURVEY OF PORTION OF SEGREGATION LINE AND VICINITY" FILED ON AUGUST 13, 1951 IN BOOK 3 OF RECORD OF SURVEYS AT PAGE 16, ALAMEDA COUNTY RECORDS; THENCE ALONG SAID EXTENSION NORTH 01°58'00" EAST 50.29 FEET TO THE NORTHERLY LINE OF SAID PARCEL (5693 OR 348); THENCE ALONG LAST SAID LINE NORTH 85°45'45" EAST 7.30 FEET AND SOUTH 87°14'10" EAST 62.74 FEET; THENCE ACROSS THE CENTRAL PACIFIC RAILWAY COMPANY PARCEL SOUTH 01°58'00" WEST 54.11 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID CENTRAL PACIFIC RAILWAY COMPANY PARCEL (5693 OR 348); THENCE ALONG LAST SAID LINE NORTH 84°50'45" WEST 70.11 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 3,682 SQUARE FEET OF LAND AREA, MORE OR LESS.

SEE EXHIBIT B - PLAT TO ACCOMPANY LEGAL DESCRIPTION WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

END OF DESCRIPTION

THIS DESCRIPTION AND ITS ACCOMPANYING PLAT WERE PREPARED BY ME OR UNDER MY DIRECTION:


SCOTT SHORTLIDGE, LS 6441



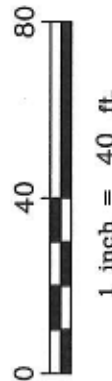
MARCH 29, 2021
DATE

EXHIBIT "B"

MAP OF PROPERTY

[APN: 074-0906-031-6-EASEMENT]

JEAN SWEENEY PARK



LEGEND

BOUNDARY OF DESCRIBED AREA	OFFICIAL RECORDS	STATION	PARCEL	ASSESSOR'S PARCEL NUMBER	POINT OF BEGINNING	POINT OF COMMENCEMENT
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OR
STA
PCL
APN
POB
POC



SCOTT SHORTLIDGE, LS 6441
MARCH 29, 2021

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION

UPRR PROPERTY

WOOD STREET - EASEMENT

ALAMEDA

CALIFORNIA



RUGGERI-JENSEN-AZAR

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

SCALE: 1"=40'

DATE: 03/29/2021

JOB NO.:
121033-65

From: Amy Wooldridge <AWooldridge@alamedaca.gov>
Date: February 2, 2021 at 11:14:27 AM PST
To: Yibin Shen <yshen@alamedacityattorney.org>
Cc: "Kuhn, Bradford" <bkuhn@nossaman.com>, Celena Chen <cchen@alamedacityattorney.org>, Marilyn Ezzy Ashcraft <MEzzyAshcraft@alamedaca.gov>, Michelle Koka <MKOKA@alamedaca.gov>
Subject: RE: City of Alameda / Union Pacific - Sweeney Settlement

Hello Marilyn,

Below is a recap of my conversation with Vanessa regarding easements at St. Charles and Chapin St.

Interest in Purchase

- <!--[if !supportLists]-->• <!--[endif]-->Housing Authority is interested (and has been for many years) in purchasing the section of the UP parcel between Wood and St. Charles. But she was clear that they would appraise it differently – not at market rate but at 80% and with street access unavailable to anyone other than HA. Given her past experience with UP in San Jose she did not feel the negotiations with UP would go well or be successful.
- <!--[if !supportLists]-->• <!--[endif]-->HA plans to completely redesign and rebuild Parrott Village into higher density housing within 10 years and if purchased, this additional land would then be included in that plan.
- <!--[if !supportLists]-->• <!--[endif]-->This means that anything the Housing Authority gives now in regards to easements or selling the streets then reduces their negotiating position later since the streets are critical for development of that property.

Street Easement Issues/Concerns

- <!--[if !supportLists]-->• <!--[endif]-->Purchase issue aside, they are concerned

about increased traffic through Parrott Village. Chapin runs directly through the center and St. Charles often has kids running across it to the grass area of the complex that's directly on the other side of St. Charles. This raises safety concerns.

- <!--[if !supportLists]-->• <!--[endif]-->She asked what UP would do about fire/EVA access and truck turn arounds with these roads ending in the UP property and concerns about how that could impact their property.
- <!--[if !supportLists]-->• <!--[endif]-->Early in the conversation, Vanessa said that if UP or the City paid to purchase St. Charles that she would consider it but later said she was not very interested in this. She and Sofia did say that they prefer it be purchased rather than a public easement as they felt that is cleaner and makes it a full public street from Buena Vista to the UP property as well as less potential liability issues.
- <!--[if !supportLists]-->• <!--[endif]-->Vanessa clearly stated that a public easement/purchase of Chapin is simply not possible without being part of a

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• Vanessa clearly stated that a public easement/purchase of Chapin is simply not possible without being part of a sale of the property HA is interested in.

Please let me know if you have any questions and feel free to call my cell if you would like to discuss further before we meet with Vanessa.

Thank you,
Amy

Amy Wooldridge
Recreation and Parks Director
2226 Santa Clara Avenue, Alameda, CA 94501
(510) 747-7570
awooldridge@alamedaca.gov
www.alamedaca.gov/recreation

From: Yibin Shen
Sent: Monday, February 1, 2021 4:44 PM
To: Amy Wooldridge <AWooldridge@alamedaca.gov>
Cc: Kuhn, Bradford <bkuhn@nossaman.com>; Celena Chen <cchen@alamedacityattorney.org>; Marilyn Ezzy Ashcraft <MEzzyAshcraft@alamedaca.gov>; Michelle Koka <MKOKA@alamedaca.gov>
Subject: RE: City of Alameda / Union Pacific - Sweeney Settlement

Hi Amy,

I just met with the Mayor and she is very much willing to have a meeting with Vanessa to talk about access points at both St. Charles and Chapin. She'd like you to join that meeting which I think is a good idea, given your prior conversations

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Hi Amy,

I just met with the Mayor and she is very much willing to have a meeting with Vanessa to talk about access points at both St. Charles and Chapin. She'd like you to join that meeting which I think is a good idea, given your prior conversations

with Vanessa. I think it should be a lawyer free meeting, given Vanessa's misgivings about lawyers. Do you agree?

If you are ok w/ it. Would you mind sharing some basic background of your conversation w/ Vanessa in writing to the Mayor. Michelle we further hope you can setup this meeting for the Mayor, Amy and Vanessa.

Thanks again

Y

From: Amy Wooldridge

Sent: Friday, January 29, 2021 11:00 AM

To: Yibin Shen <yshen@alamedacityattorney.org>; Kuhn, Bradford <bkuhn@nossaman.com>; Celena Chen <cchen@alamedacityattorney.org>

Subject: RE: City of Alameda / Union Pacific - Sweeney Settlement Proposal

Hi all,

I met with the Housing Authority this morning and we need to talk. They are adamantly not interested in a street access at either St. Charles or Chapin for several reasons. They're fine with our bike/ped easement at St. Charles but not vehicular

Amy

Amy Wooldridge
Recreation and Parks Director
2226 Santa Clara Avenue, Alameda, CA 94501
(510) 747-7570