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# Board Cover Memorandum

**To** Board of Education

**From** Dr. Kyla Johnson-Trammell, Superintendent  
Andrea Epps, Deputy General Counsel

**Meeting Date** September 8, 2021

**Subject** Approval of Resolution 2122-0075 Approving the Exchange of Property and Grant of Easement at 1700 Market Street.

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**Action Requested** Approval of by the Board of Education, by two-thirds vote, of Resolution 2122-0075 Approving the Exchange of Property and Grant of Easement to City of Oakland for the parcel located at 1700 Market Street.

**Background** A title report for 1700 Market Street revealed two issues with the District’s title to this property. For one, the title report showed that title to portions of the 1700 Market Street property were vested under entities that no longer exist, including: 1) The Oakland School District, and 2) The Board of Education of the City of Oakland. Second, title review also revealed that the City of Oakland owns title to a portion of the 1700 Market Street property and conversely the District owns a portion of the property underlying the City’s Marston Campbell Park adjacent to 1700 Market Street. The District and the City would like to perfect title to their respective parcels.

**Discussion** Approval by the Board of Education, by two-thirds vote, of Resolution 2122-0075 Approving the Exchange of Property and Grant of Easement to City of Oakland will result in OUSD having clear title of the parcel considered the Former Lafayette Campus (1700 Market Street) and the City of Oakland having clear title to the parcel that is considered Marston Campbell Park. Costs associated with closing and title costs should not exceed \$15,000. Approving the Exchange of Property and Granting an Easement will enable the District to transfer ownership of approximately 44,825 square feet of the District-Owned Park Property in exchange for the City transferring ownership of the entirety of the City-Owned School Property (approximately 25,939 square feet) to the District. The District will retain ownership of approximately 13,850 square feet of land immediately adjacent to its school site. The District will grant to the City an easement to access the irrigation and landscaping improvements that were installed on the City-Owned School Property. This exchange achieves the objectives of perfecting District title to all of the land on the school site. The majority of the land the District will receive in this exchange is zoned residential, while a majority of what the City receives is zoned for park, the use of which is restricted.

**Fiscal Impact**            An amount not to exceed \$15,000.

**Attachment(s)**

- Resolution 2122-0075 Approving the Exchange of Property and Grant of Easement
- Agreement for Exchange of Real Property and Grant of Easement between Oakland Unified School District and the City of Oakland

**RESOLUTION NO. 2122-0075**

**RESOLUTION OF THE GOVERNING BOARD OF THE  
OAKLAND UNIFIED SCHOOL DISTRICT  
APPROVING THE EXCHANGE OF PROPERTY  
AND GRANT OF EASEMENT**

**WHEREAS**, the Oakland Unified School District (the “District”) currently leases to KIPP Bridge Academy (“KIPP”) land and facilities at the District’s former Lafayette Elementary School site, located at 1700 Market Street, Oakland, California, 94607 (“School Site”), pursuant to a Ground Lease – Joint Use Agreement;

**WHEREAS**, the City of Oakland (“City”) operates a park adjacent to the School Site called the Marston Campbell Park (“Park Site”);

**WHEREAS**, on May 24, 2017, the District’s Governing Board (“Board”) approved an “Agreement for the Rehabilitation of Former Lafayette Elementary School Campus” by KIPP (“Rehabilitation Agreement”), which Rehabilitation Agreement enabled KIPP to apply for State funding through the Charter School Facility Program (“CSFP”). KIPP was subsequently deemed a preliminary apportionment recipient under the CSFP, and the State authorized a loan to KIPP for rehabilitation of the School Site;

**WHEREAS**, to secure financing under the CSFP, preliminary apportionment recipients must verify ownership of the property to be improved;

**WHEREAS**, the District and the City for many decades had believed that title to the entire School Site was vested in the District, and title to the adjacent Park Site was vested solely in the City, and have acted in accordance with this belief, including by installing improvements on the properties;

**WHEREAS**, upon KIPP’s investigation of title to the School Site, the Parties recently discovered that the City holds title to an approximately 25,939 square foot portion of the land underlying the School Site (the “City-Owned School Property”), and that the District holds title to an approximately 58,675 square foot portion of the Park Site (“District-Owned Park Property”). It was further discovered that title to portions of the School Site was vested in predecessor entities to the District that no longer exist, including the Oakland School District and the Board of Education of the City of Oakland. It is believed that these title discrepancies may have arisen from conveyances by individual property owners that took place as far back as the 1870’s, before the District and the City became separate entities;

**WHEREAS**, pursuant to action by the Board in November 2018, the District has resolved those issues pertaining to title to certain portions of the School Site being vested in predecessor entities to the District by executing and recording quitclaim deeds to reflect the current legal entities;

**WHEREAS**, in order to further harmonize legal ownership with the previously presumed ownership of the School Site and the Park Site and reflect how the properties have been treated and maintained by the Parties for many years, and further in order to allow for KIPP’s improvement of the School Site using funds from the CSFP consistent with the Rehabilitation Agreement, the Parties now desire to engage in a property exchange of the City-Owned School Property and the District-Owned Park Property (referred to hereafter as the “Property Exchange”) in accordance with the terms and conditions of the Property Exchange Agreement and Grant of Easement attached hereto as Exhibit “1” (the “Property Exchange Agreement”). The Property Exchange is depicted in Exhibit “B” to the Property Exchange Agreement;

**WHEREAS**, as part of the Property Exchange, the Parties desire the District to transfer ownership to the City approximately 44,791 square feet of the District-Owned Park Property (the “District Exchange Property”), in exchange for the City transferring ownership of the entirety of the City-Owned School Property to the District, all as depicted in Exhibit “B” to the Property Exchange Agreement;

**WHEREAS**, the land underlying the School Site is currently zoned RM-2, allowing for residential mixed use, and the land underlying much of the Park Site is zoned OS (NP), allowing for primarily public open space uses;

**WHEREAS**, in order to make the Property Exchange as equitable as possible while accomplishing the above-stated goals of the Parties, the District desires to retain ownership of the remaining District-Owned Park Property, which consists of approximately 13,884 square feet of land immediately adjacent to the School Site (“Retained District Property”), as depicted in Exhibit “B” to the Property Exchange Agreement;

**WHEREAS**, in order to allow the City continued access to certain irrigation facilities and improvements previously installed by the City on the Retained District Property, the District, concurrently with the Property Exchange, desires to grant to the City an easement to access and maintain the City’s irrigation and landscaping improvements installed on the Retained District Property (the “Easement”), in accordance with the terms and conditions of the Property Exchange Agreement (the “Grant of Easement”). The grant deed conveying the Easement is attached to the Property Exchange Agreement as Exhibit “C” (the “Easement Grant Deed”);

**WHEREAS**, in exchange for the District Exchange Property and the Easement, the City desires to convey to the District the entire City-Owned School Property, again as depicted in Exhibit “B” to the Property Exchange Agreement;

**WHEREAS**, consistent with the Property Exchange, the Parties desire to re-draw the boundary between the School Site and Park Site through a subdivision map approved by the City (the “Subdivision Map”), with the eventual Property Exchange to be accomplished by the City quitclaiming all interests it has on one side of the proposed boundary line to the District, and the District quitclaiming all interests it has on the other side of the proposed boundary line to the City;

**WHEREAS**, pursuant to Education Code section 35160, the governing board of any school district may initiate and carry on any program, activity, or may otherwise act in any manner which is not in conflict with or inconsistent with, or preempted by, any law and which is not in conflict with the purposes for which school districts are established;

**WHEREAS**, the District is empowered to exchange real property, upon such terms and conditions as the District's Governing Board finds acceptable, under California Education Code sections 17536 and 17537;

**WHEREAS**, the purpose of this Resolution is to satisfy the requirements of Education Code sections 17536 and 17537 and authorize the Property Exchange and Grant of Easement in accordance with the terms and conditions of the Property Exchange Agreement;

**WHEREAS**, the District believes the Property Exchange and Grant of Easement are in the best interests of the District, including for the following reasons:

- (a) The Property Exchange will clear title to the School Site in the District, thus allowing the District to use the School Site as it may desire;
- (b) The Property Exchange will reduce any risk of potential liability to the District related to use and maintenance of a public park at the Park Site;
- (c) The Property Exchange will allow KIPP to secure CSFP funding from the State, which will in turn enable KIPP permanently to improve and productively use the District's land and facilities pursuant to the Agreement for the Rehabilitation of Former Lafayette Elementary School Campus; and
- (d) The Grant of Easement will allow for the continued up-keep and maintenance of City-owned irrigation improvements on the Retained District Property, at no cost to the District;

**WHEREAS**, the District's proposed approval of the Property Exchange and the Grant of Easement (collectively, the "Project") are projects for purposes of the California Environmental Quality Act ("CEQA");

**WHEREAS**, the Guidelines of CEQA, California Code of Regulations Title 14, Chapter 13 ("CEQA Guidelines"), exempt certain projects from CEQA evaluation, including: the transfer of ownership interests in land in order to preserve open space or lands for park purposes (14 Cal. Code Regs. § 15325), and activities where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment (14 Cal. Code Regs. § 15061(b)(3));

**WHEREAS**, the Project does not involve any of the following and so is categorically exempt from CEQA review under CEQA Guidelines section 15300.2 of the CEQA Guidelines contained in California Code of Regulations Title 14, Chapter 13:

- (a) The cumulative impact of successive projects of the same type in the same place, which over time are significant;
- (b) An activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances;
- (c) A project which may result in damage to scenic resources, including but not limited to trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway;
- (d) A hazardous waste site which is included on any list compiled pursuant to Section 65962.5 of the Government Code; and
- (e) A project which may cause a substantial adverse change in the significance of historical resource.

**WHEREAS**, Government Code section 54221(b)(1), as amended by Assembly Bill (AB) 1486, requires that land shall be declared either “surplus land” or “exempt surplus land,” as supported by written findings, before a local agency may take any action to dispose of it consistent with an agency’s policies or procedures; and

**WHEREAS**, Government Code section 54221(f)(1)(D) defines “exempt surplus land” to include “surplus land that a local agency is transferring to another local, state, or federal agency for the agency’s use.”

**NOW, THEREFORE**, the Governing Board of the Oakland Unified School District (“Board”) hereby finds, determines, declares, orders, and resolves as follows:

1. That the above recitals are true and correct and are incorporated herein by this reference.

2. The Board hereby declares its intention to (a) exchange an approximately 44,791 square foot portion of the District-Owned Park Property for the entire City-Owned School Property, and (b) to grant the City an easement to access, use, and maintain the City’s irrigation improvements installed on the Retained District Property, all as described in the attached Property Exchange Agreement and Grant of Easement, and depicted in Exhibit “B” thereto.

3. The Board finds the Property Exchange Agreement and Grant of Easement is in the best interests of the District, and will benefit students, staff, parents, visitors, and the community at large, and on that basis, the Board approves of the Property Exchange Agreement and Grant of Easement.

4. The Project is exempt from CEQA under CEQA Guidelines Sections 15300.2, 15325, and 15061, as described above. The Board hereby authorizes and directs District staff to file a Notice of Exemption with the County Clerk of Alameda County in accordance with the terms of CEQA and its implementing regulations.

5. The District’s Superintendent, or her designee, is authorized and directed to finalize and execute the Property Exchange Agreement and Grant of Easement, and to carry out the proposed Property Exchange and Grant of Easement referred to above and to take such other and further actions and execute such documents as may be necessary or convenient to carry out the purpose and intent of this Resolution.

6. That portion of the District-Owned Park Property to be exchanged with the City is “exempt surplus land” under Government Code section 54220, *et seq.*, as the property is “surplus land that a local agency is transferring to another local...agency for the agency’s use” under Government Code section 54221(f)(1)(D).

7. This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED**, on September 8, 2021 by the Governing Board of the Oakland Unified School District by the following vote:

PREFERENTIAL AYE: None

PREFERENTIAL NOE: None

PREFERENTIAL ABSTENTION: None

PREFERENTIAL RECUSE: None

AYES: Aimee Eng, VanCedric Williams, Gary Yee, Mike Hutchinson, Clifford Thompson, Vice President Benjamin "Sam" Davis, and President Shanthi Gonzales

NOES: None

ABSTAINED: None

RECUSED: None

ABSENT: Samantha Pal and Natalie Gallegos Chavez (Student Directors)

**CERTIFICATION**

We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District held on September 8, 2021.

**OAKLAND UNIFIED SCHOOL DISTRICT**



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Shanthi Gonzales  
President, Board of Education



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Dr. Kyla Johnson-Trammell  
Superintendent and Secretary, Board of Education

Approved as to form



**Exhibit 1**

**Property Exchange Agreement and Grant of Easement**

**[To be attached]**

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**AGREEMENT FOR EXCHANGE OF REAL PROPERTY  
AND GRANT OF EASEMENT  
BETWEEN  
OAKLAND UNIFIED SCHOOL DISTRICT  
AND  
THE CITY OF OAKLAND**

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**PREAMBLE**

This Agreement for Exchange of Real Property and Grant of Easement (“Agreement”), dated for reference purposes as \_\_\_\_\_, 2021, is between the Oakland Unified School District, a California public school district (“District”), and the City of Oakland, a California municipal corporation (“City”). The District and City may be referred to herein individually as a “Party,” and collectively as the “Parties.”

**RECITALS**

**WHEREAS**, the District currently leases to KIPP Bridge Academy (“KIPP”) land and facilities at the District’s former Lafayette Elementary School site, located at 1700 Market Street, Oakland, California, 94607 (“School Site”), pursuant to a Ground Lease – Joint Use Agreement;

**WHEREAS**, the City of Oakland operates a park adjacent to the School Site called Marston Campbell Park (“Park Site”);

**WHEREAS**, on May 24, 2017, the District’s Governing Board (“Board”) approved an “Agreement for the Rehabilitation of Former Lafayette Elementary School Campus” by KIPP (“Rehabilitation Agreement”), which Rehabilitation Agreement enabled KIPP to apply for State funding through the Charter School Facility Program (“CSFP”). KIPP was subsequently deemed a preliminary apportionment recipient under the CSFP, and the State authorized a loan to KIPP for rehabilitation of the School Site;

**WHEREAS**, to secure financing under the CSFP, preliminary apportionment recipients must verify ownership of the property to be improved;

**WHEREAS**, the District and the City for many decades have acted as if title to the entire School Site was vested in the District, and title to the adjacent Park Site was vested solely in the City, including by installing improvements on the properties;

**WHEREAS**, upon KIPP’s investigation of title to the School Site, the Parties recently discovered that the City owns title to an approximately 25,939 square foot portion of the land underlying the School Site (the “City-Owned School Property”), and that the District owns title to an approximately 58,675 square foot portion of the Park Site (“District-Owned Park Property”). It was further discovered that title to portions of the School Site were vested in predecessor entities to the District that no longer exist, including the Oakland School District and the Board of Education of the City of Oakland. It is believed that these title discrepancies may have arisen from conveyances by

individual property owners that took place when the City operated both Oakland schools and parks, before the District and the City became separate entities. Both the City-Owned School Property and the District-Owned Park Property are depicted in Exhibit “A” hereto;

**WHEREAS**, pursuant to action by the Board in November 2018, the District has resolved those issues pertaining to title to certain portions of the School Site being vested in predecessor entities to the District by executing and recording quitclaim deeds to reflect the current legal entities;

**WHEREAS**, in order to further harmonize legal ownership with the previously presumed ownership of the School Site and the Park Site and reflect how the properties have been treated and maintained by the Parties for many years, and further in order to allow for KIPP’s improvement of the School Site using funds from the CSFP consistent with the Rehabilitation Agreement, the Parties now desire to engage in a property exchange of the City-Owned School Property and the District-Owned Park Property as depicted in Exhibit “B” hereto (referred to hereafter as the “Property Exchange”);

**WHEREAS**, the Parties desire the District to transfer ownership to the City of approximately 44,791 square feet of the District-Owned Park Property (the “District Exchange Property”), in exchange for the City transferring ownership of the entirety of the City-Owned School Property to the District, all as depicted in Exhibit “B”;

**WHEREAS**, the land underlying the School Site is currently zoned RM-2, allowing for residential mixed use, and the land underlying much of the Park Site is zoned OS (NP), allowing for primarily public open space uses;

**WHEREAS**, in order to make the Property Exchange as functional and equitable as possible while accomplishing the above-stated goals of the Parties, the District desires to retain ownership of the remaining District-Owned Park Property, which consists of an approximately 13,884 square feet of land immediately adjacent to the School Site (“Retained District Property”), as depicted in Exhibit “B”;

**WHEREAS**, in order to allow the City continued access to certain irrigation facilities and improvements previously installed by the City on the Retained District Property, the District, concurrently with the Property Exchange, desires to grant to the City an easement to access and maintain the City’s irrigation and landscaping improvements installed on the Retained District Property (the “Easement”), in accordance with the terms and conditions of this Agreement (the “Grant of Easement”). A true and correct copy of the grant deed conveying the Easement is attached hereto as Exhibit “C” (the “Easement Grant Deed”);

**WHEREAS**, in exchange for the District Exchange Property and the Easement, the City desires to convey to the District the entire City-Owned School Property;

**WHEREAS**, consistent with the Property Exchange, the Parties desire to re-draw the boundary between the School Site and Park Site through a subdivision map approved by the City (the “Subdivision Map”), with the eventual Property Exchange to be accomplished by the City quitclaiming all interests it has on one side of the boundary line to the District excepting therefrom the Easement, and the District quitclaiming all interests it has on the other side of the boundary line to the City;

**WHEREAS**, after adoption by a two-thirds vote of its members of a resolution declaring its

intention to exchange property, Education Code sections 17536-17538 authorize a governing board of a school district to exchange any of its real property for real property of another person or private business entity without having to comply with the surplus property requirements contained in the Education Code;

**WHEREAS**, at its Board meeting on September 8, 2021, the District’s Board adopted a resolution authorizing the Property Exchange in accordance with Education Code sections 17536-17538 and approving this Agreement;

**WHEREAS**, on \_\_\_\_\_, 2021 the Oakland City Council adopted Ordinance No. \_\_\_\_\_ C.M.S authorizing the Property Exchange in accordance with the Surplus Lands Act (California Government Code Sections 54220, et seq.) and Chapter 2.41 and Chapter 2.42 of the Oakland Municipal Code; and

**WHEREAS**, the Parties believe that completion of the Property Exchange and the Grant of Easement, all as described herein and in the attached Exhibits, would be in the best interests of both Parties and the public.

**NOW, THEREFORE** the Parties agree as follows:

**ARTICLE I  
EXCHANGE AGREEMENT**

1.1 **Recitals.** The above Recitals are incorporated herein and made a part of this Agreement as if set forth and full.

1.2 **Real Property Exchange.** Subject to the terms and conditions of this Agreement, City agrees to convey all rights, title, and interests that it possesses in and to the City-Owned School Property to the District, and the District agrees to convey all rights, title, and interests that it possesses in the District Exchange Property to City.

1.3 **Grant of Easement.** Concurrent with the Property Exchange, and subject to the terms and conditions of this Agreement, District shall grant to City a non-exclusive Easement on, over, across, and under the Retained District Property, substantially in the form attached hereto as Exhibit “C”, for the purpose of accessing, operating, maintaining, repairing, and replacing certain City landscaping and irrigation facilities installed on the Retained District Property.

1.4 **Total Consideration.** The total consideration provided to the City for the conveyance of the City-Owned School Property to the District consists of the District Exchange Property, the Grant of Easement, and the performance of the terms and conditions of this Agreement. The total consideration provided to the District for the conveyance of the District Exchange Property to the City consists of the City-Owned School Property and the performance of the terms and conditions of this Agreement. Except as to any costs contemplated by this Agreement, there will be no cost to either the City or the District in connection with the Property Exchange and the Grant of Easement. Except as otherwise provided herein, each Party is responsible for its own costs, fees, and charges necessary to complete the Property Exchange and Grant of Easement contemplated under this Agreement.

1.5 **Opening of Escrow.** The Parties will accomplish the Property Exchange and Grant of Easement through an escrow company. As soon as practicable, but in no event later than five (5) business days following the Effective Date (as defined in Section 8.1, below), the Parties shall cause to be delivered a fully executed copy of the Agreement to Fidelity Title Company, located at 100 Pine Street, Suite 2460, San Francisco, California 94111 (“Escrow Holder” or “Title Company”). Such delivery shall constitute the opening of escrow (“Escrow”) for the Property Exchange and Grant of Easement (“Opening of Escrow”). The Parties shall provide Escrow Holder with supplemental escrow instructions, if necessary, and any other documents necessary to open Escrow for the Property Exchange and Grant of Easement as contemplated by this Agreement.

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

2.1 **City’s Representations and Warranties.** City covenants, represents, and warrants the following:

(a) Full Authority to Convey All Interest in the City-Owned School Property. City has the full right, power, and authority to execute this Agreement, has the full right, power, and authority to perform all of the obligations hereunder, and has the full right, power and authority to dispose of or otherwise convey the City-Owned School Property as described herein.

(b) Compliance with Applicable Law and No Pending Litigation Against the City-Owned School Property. To the best of City’s actual knowledge, there is no violation of federal, state, or local law, code, ordinance, rule, regulation or requirement, nor is there any pending or threatened litigation in connection with the City-Owned School Property which would prohibit the conveyance of the City-Owned School Property, or the use of the City-Owned School Property for the District’s intended purposes.

(c) No Liens Securing Payment or Other Obligations on City-Owned School Property. City warrants that the City-Owned School Property is not encumbered, or will not be encumbered by the Closing Date, by liens securing payment or other obligations which, if not performed, would entitle a third party or entity to foreclose on the City-Owned School Property as collateral. Except as specifically disclosed to District in writing, City has not, and shall not without the prior written consent of District prior to the Closing Date, made any written commitments or agreements materially and adversely affecting the City-Owned School Property, or any part thereof, or any interest therein, which will survive the Close of Escrow (as defined below), including agreements regarding the sale, rental, management, repair, or other matters affecting the City-Owned School Property.

(d) Survival. City’s representations, warranties, and obligations under this section 2.1 shall survive the Closing Date (as defined below).

2.2 **The District’s Representations and Warranties.** The District covenants, represents and warrants the following:

(a) Full Authority to Convey All Interest in the District Exchange Property and to Grant Easement. The District has the full right, power, and authority to execute this Agreement, has the full right, power, and authority to perform all of the obligations hereunder, has the full right, power and authority to dispose of or otherwise convey the District Exchange Property as described herein, and has

the full right, power and authority to grant the Easement as described herein.

(b) Compliance with Applicable Law and No Pending Litigation Against the District Exchange Property. To the best of the District's actual knowledge, there is no violation of federal, state, or local law, code, ordinance, rule, regulation or requirement, nor is there any pending or threatened litigation in connection with the District Exchange Property which would prohibit the conveyance of the District Exchange Property or prohibit the use of the District Exchange Property for City's intended purposes.

(c) No Liens Securing Payment or Other Obligations on District Exchange Property. The District warrants that the District Exchange Property is not encumbered, or will not be encumbered by the Closing Date, by liens securing payment or other obligations which, if not performed, would entitle a third party or entity to foreclose on the District Exchange Property as collateral. Except as specifically disclosed to City in writing, District has not, and shall not without the prior written consent of City prior to the Closing Date, made any written commitments or agreements materially and adversely affecting the District Exchange Property, or any part thereof, or any interest therein, which will survive the Close of Escrow, including agreements regarding the sale, rental, management, repair, or other matters affecting the District Exchange Property.

(d) Survival. The District's representations, warranties, and obligations under this section 2.2 shall survive the Closing Date.

2.3 **Incorrect Representations.** If, by the Closing Date, either Party becomes aware of facts or circumstances which would make any of the other Party's representations or warranties hereunder materially incorrect, the initial Party shall have the right to either: (i) pursue one of their remedies specified in Sections 6.5(b) or (c), below, or (ii) waive such condition and proceed to Close of Escrow in accordance with this Agreement in which case the representations and warranties hereunder shall be deemed modified and remade to incorporate such fact or circumstance as an exception thereto.

### **ARTICLE III TITLE REVIEW AND TITLE INSURANCE POLICIES**

#### **3.1 Title Review.**

(a) Title Review Period. As soon as possible, but in no event later than ten (10) days after the Effective Date, the Parties shall cause Title Company to provide both Parties with Preliminary Title Reports issued by the Title Company as to the respective conditions of title of the City-Owned School Property and the District Exchange Property, along with copies of all underlying title exception documents. Each Party shall then have a period of fifteen (15) days beginning on the day that all Preliminary Title Reports have been received by both Parties (the "Title Review Period") to review, approve, or disapprove the status of title to the respective property it will be receiving under this Agreement.

(b) Optional Title Insurance. During the Title Review Period, either Party may elect to have the Title Company issue them a title insurance policy ("Title Policy") guaranteeing them as fee owner of their respective property to be received pursuant to the Property Exchange. Any Title Policy issued pursuant to this Agreement must be issued on or shortly after Close of Escrow. Each Party shall bear the costs of their own respective Title Policy.

(c) Disapproved Title Exceptions. Either Party (the “Disapproving Party”) may, before the expiration of the Title Review Period, give written notice to the other Party and the Title Company that it disapproves of any of the exceptions to title shown in the Preliminary Title Report for the property they will be receiving under this Agreement (“Disapproved Title Exceptions”). Upon receipt of notice that a Party disapproves of certain title exceptions to the property it will be receiving under this Agreement, the Parties, for a period of fourteen (14) days after Title Company’s receipt of the Disapproved Exceptions (“Title Correction Period”), shall cooperate in causing the Title Company to remove or endorse over the Disapproved Title Exceptions from the Title Policy to the satisfaction of the Disapproving Party. Either Party may, but shall not be obligated to, pay for the costs of removing or endorsing over any Disapproved Title Exceptions to the satisfaction of the Disapproving Party prior to the expiration of the Title Correction Period. Should the Title Company refuse to remove or endorse over any Disapproved Title Exceptions within the Title Correction Period, the Disapproving Party may terminate this Agreement without further penalty by notifying the other Party and Title Company in writing prior to expiration of the Title Correction Period. If a Disapproving Party does not notify the other Party and the Title Company of any Disapproved Title Exceptions, or if a Disapproving Party does not terminate the Agreement after submitting Disapproved Title Exceptions in accordance with the requirements of this Section, that Party shall be deemed to have elected to proceed to Close of Escrow, pending satisfaction of all other terms and conditions of this Agreement.

#### **ARTICLE IV SUBDIVISION MAP**

4.1 **Subdivision Map.** Promptly after the Effective Date, the Parties shall cooperate in good faith in processing the Subdivision Map for approval. The purpose of the Subdivision Map will be to adjust the boundary between the School Site and Park Site to facilitate the Property Exchange. The District shall prepare and submit all required application materials and documentation necessary to obtain approval of the Subdivision Map pursuant to Title 16 of the Oakland Municipal Code. The District shall pay all necessary regulatory processing fees as set forth in the City’s Master Fee Schedule in effect at the time of application submittal. The City shall take all steps necessary to process the application in a timely manner. The District understands that the City’s approval of the Subdivision Map is a regulatory function of the City and subject to the discretion of the approving authority. The Parties agree that failure to obtain approval of the Subdivision Map may result in no-fault termination pursuant to Section 6.5(a) of this Agreement.

#### **ARTICLE V CONDITIONS PRECEDENT**

The obligations of the District and City to complete the property transactions described herein pursuant to this Agreement are subject to the satisfaction, at or before the Closing Date, of the following conditions precedent to the performance of the Agreement:

5.1 **District’s Conditions to Closing.** District’s obligation to proceed with the Property Exchange and Grant of Easement is subject to the fulfillment of the following conditions, each of which is for the benefit of District and any or all of which may only be waived by District in writing at its option:

(a) City shall deposit into Escrow, on or prior to the Closing Date, a fully executed, notarized, and otherwise complete and binding quitclaim deed conveying all of City’s right, title, and

interest in and to the City-Owned School Property to the District, in substantially the form attached hereto and incorporated herein by this reference as Exhibit “D” (“City-Owned School Property Deed”).

(b) City shall deposit into Escrow, on or prior to the Closing Date, a fully executed, notarized, and otherwise complete and binding certificate of acceptance for the Easement.

(c) City shall deposit into Escrow, on or prior to the Closing Date, a fully executed and otherwise complete and binding certificate of acceptance for the District Exchange Property.

(d) If District elects to obtain a Title Policy pursuant to Section 3.1(b), above, then Title Company shall have issued to District on or before the Closing Date, in a form satisfactory to District, a binding commitment to issue a Title Policy to District.

(e) Escrow must not have been canceled.

(f) City’s covenants, representations, and warranties shown above shall be true as of the Closing Date.

(g) City must not be in breach or default of any of its obligations under this Agreement.

(h) The City will have deposited with the Title Company all of the items required of it under this Agreement, and all title costs, fees, and charges for which it is responsible, as necessary to complete the Property Exchange and Grant of Easement.

**5.2 City’s Conditions to Closing.** City’s obligation to proceed with the Property Exchange and Grant of Easement is subject to the fulfillment of the following conditions, each of which is for the benefit of City and any or all of which may only be waived by City in writing at its option:

(a) District shall deposit into Escrow, on or prior to the Closing Date, a fully executed, notarized, and otherwise complete and binding quitclaim deed conveying all of District’s right, title, and interest in and to the District Exchange Property to the City, in substantially the form attached hereto and incorporated herein by this reference as Exhibit “E” (“District Exchange Property Deed”).

(b) District shall deposit into Escrow, on or prior to the Closing Date, a fully executed, notarized, and otherwise complete and binding Grant of Easement conveying the Easement to the City, in substantially the form attached hereto as Exhibit “C”.

(c) District shall deposit, on or prior to the Closing Date, a fully executed and otherwise complete and binding certificate of acceptance for the City-Owned School Property.

(d) If City elects to obtain a Title Policy pursuant to Section 3.1(b), above, then Title Company shall have issued to City on or before the Closing Date, in a form satisfactory to District, a binding commitment to issue a Title Policy to City.

(e) Escrow must not have been canceled.

(f) District’s covenants, representations, and warranties shown above shall be true as of the Closing Date.

(g) District must not be in breach or default of any of its obligations under this Agreement.

(h) The District will have deposited with the Title Company all of the items required of it under this Agreement, and all title costs, fees, and charges for which it is responsible, as necessary to complete the Property Exchange and Grant of Easement.

5.3 **Miscellaneous Conditions.** The following are also conditions precedent, which must be satisfied before the Close of Escrow can occur:

(a) The District's governing board will have accepted and ratified this Agreement.

(b) The Oakland City Council will have accepted and ratified this Agreement.

(c) The City will have approved the Subdivision Map, and the District and City will have taken all steps needed to effectuate the Subdivision Map.

(d) The ownership of the respective properties upon completion of the Property Exchange and Grant of Easement shall be as depicted in Exhibit "F" ("Depiction of Post-Exchange").

## **ARTICLE VI CLOSING PROVISIONS**

6.1 **Close of Escrow.** Escrow for the Property Exchange and the Grant of Easement shall close upon the recordation of the City-Owned School Property Deed, the District Exchange Property Deed, and the Easement Grant Deed ("Close of Escrow" or "Closing Date"). Close of Escrow shall take place on the later to occur of: (a) five (5) days after the City's approval of the Subdivision Map; (b) five (5) days after expiration of the Title Review Period or the Title Correction Period, as applicable; or (c) five (5) days after both Parties have confirmed to the Title Company, in writing, that all covenants and conditions in this Agreement have been satisfied or waived, and that the Parties are prepared to proceed to Close of Escrow.

6.2 **Closing Costs.**

(a) Escrow and Closing Costs. Except as otherwise provided herein, Escrow and Closing costs, including recording fees, shall be split equally between the District and City.

(b) Transaction Costs and Transfer Taxes. All recording fees, documentary taxes, transfer taxes, and other Escrow charges and fees related to this transaction shall be split equally between the Parties.

(c) Real Property Taxes. Any and all current, non-delinquent real estate taxes applicable to the properties being exchanged under this Agreement shall be prorated between City and District as of the applicable date of title transfer.

(d) Escrow Cancellation Charges. If Escrow fails to close because of the default of either Party, the defaulting Party shall be liable for all Escrow cancellation charges. If Escrow fails to close for any other reason, the Parties will equally share payment of all Escrow cancellation charges.

**6.3 City's Deliveries to the Title Company.** On or before the Closing Date, City shall deliver, or cause to be delivered, to the Title Company, the following:

(a) The City-Owned School Property Deed and certificates of acceptance described in Sections 5.1(a), (b), and (c), above.

(b) Such other documents and funds as, in the opinion of the Title Company, are required from City to carry out the provisions of this Agreement and close Escrow.

**6.4 District's Deliveries to the Title Company.** On or before the Closing Date, the District shall deliver, or cause to be delivered, to the Title Company, the following:

(a) The District Exchange Property Deed, Easement Grant Deed, and certificate of acceptance, all as described in Sections 5.2(a), (b), and (c), above.

(b) Such other documents and funds as, in the opinion of the Title Company, are required from the District to carry out the provisions of this Agreement and close Escrow.

**6.5 Failure to Close.**

(a) Waiver of Damages Resulting from Failure or Disapproval of Subdivision Map. If the District or City determine that, despite the Parties' good faith efforts, the conditions set forth in this Agreement for the Closing cannot be met due to failure to process the Subdivision Map, including denial of the application for the Subdivision Map, then this Agreement may be terminated. The terminating Party shall provide thirty (30) days' written notice to the other Party and the Title Company of such termination. Except as otherwise provided herein, if this Agreement is terminated through the failure or disapproval of the Subdivision Map, neither Party shall be subject to any costs, expenses, penalties, or damages related to the termination of the Agreement, and both Parties hereby waive any and all claims for additional compensation.

(b) Waiver of Consequential Damages. As material consideration for each Party's agreement to enter into this Agreement, each Party expressly waives the remedies of consequential damages and lost profits on account of the other Party's default under this Agreement. Subject to the express provisions of this Agreement, the foregoing waiver shall not limit a Party's right to seek and obtain direct damages as a result of the other Party's default under this Agreement.

(c) Specific Performance. The Parties acknowledge and agree that, given that City has installed City improvements upon land currently owned by the District, and given that District has installed improvements upon land currently owned by the City, both Parties' rights to obtain the properties contemplated by the Property Exchange are unique opportunities, and it would be virtually impossible to calculate the financial injury which the Parties would suffer in the event that either Party fails to perform its obligations under this Agreement. Accordingly, in the event of material default by either Party, the non-defaulting Party may choose to specifically enforce its rights under this Agreement.

**6.6 Title Company's Obligations on the Closing.**

(a) The Title Company will provide the Parties with *pro forma* closing statements prior to Close of Escrow.

(b) Upon satisfaction of all conditions contained in Article V of this Agreement, Escrow Holder shall cause to be recorded with the Alameda County Recorder's Office on the Closing Date: (1) the District Exchange Property Deed, (2) the Easement Grant Deed, (3) the City-Owned School Property Deed, (4) all executed certificates of acceptance, and (5) all other documents necessary in order to accomplish the Property Exchange and Grant of Easement.

(c) Perform such other duties as, in the opinion of the Title Company, are necessary to carry out the terms and provisions of this Agreement.

**6.7 Distribution of Closing Documents.** Title Company will deliver by mail and distribute the following documents promptly after Close of Escrow to the addresses set forth in Article VII:

(a) To the District, after recordation, the original of the City-Owned School Property Deed.

(b) To the City, after recordation, the original of the District Exchange Property Deed and the Easement Grant Deed.

(c) To the District and/or City, copies of any Title Policies ordered pursuant to this Agreement.

(d) To the District and City, copies of such other documents, if any, not referenced herein and which are recorded at the Closing.

**6.8 Supplemental Closing Instructions.** The Parties agree to execute supplemental closing instructions to carry out the provisions of this Agreement if required by the Title Company, provided the supplemental instructions are not inconsistent with this Agreement as written or as it may hereafter be amended.

**ARTICLE VII  
NOTICES**

Any notice, demand, approval, consent, or other communication between the Parties will be provided to the following addressees:

To City: City of Oakland  
Real Estate Asset Management Division  
250 Frank Ogawa Plaza, #4314  
Oakland, CA 94612  
Attention: Real Property Asset Manager  
Telephone: (510) 238-6354  
Email: [bmoriarty@oaklandca.gov](mailto:bmoriarty@oaklandca.gov)

With a copy to: Oakland City Attorney's Office  
One Frank H. Ogawa Plaza

Oakland, CA 94612  
Attn: Supervising Attorney, Real Estate Unit

To District: Oakland Unified School District  
1000 Broadway, Ste. 300  
Oakland, CA 94607  
Telephone: (510) 879-8000  
Email: [ousdlegal@ousd.org](mailto:ousdlegal@ousd.org)  
Attention: General Counsel

With a copy to: Lozano Smith, LLP  
2001 N. Main Street, Suite 500  
Walnut Creek, CA 94596  
Telephone: (925) 953-1620  
Email: [hfreiman@lozanosmith.com](mailto:hfreiman@lozanosmith.com)  
Attention: Harold M. Freiman, Esq.

To Title Company: Fidelity Title Company  
100 Pine Street, Suite 2460  
San Francisco, CA 94111  
Telephone: (925) 288-8332  
Email: [kevin.davis@titlegroup.fntg.com](mailto:kevin.davis@titlegroup.fntg.com)  
Attention: Kevin Davis

Notice may be provided by personal service, regular mail, certified mail, overnight mail with proof of delivery, or by email provided receipt is acknowledged. Notice will be effective upon receipt. By written notice to the other, either Party may change its mailing address or correspondence information.

## ARTICLE VIII MISCELLANEOUS PROVISIONS

8.1 **Effective Date.** The “Effective Date” of this Agreement shall be the date that this Agreement is either approved by the City Council, or the date by which this Agreement has been signed by both Parties, whichever occurs last.

8.2 **Binding Effect; Assignment.** This Agreement is binding upon the permitted heirs, successors, and assigns of the Parties. No Party may assign its rights or obligations under this Agreement without the express written consent of the other Parties, as applicable, which may be granted or denied in their sole discretion.

8.3 **Waiver of Provisions.** The waiver by City or the District of any breach by the District or City, as the case may be, of any term, covenant or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach by the District or City, as the case may be, of the same or of any other term, covenant or condition contained in this Agreement. Waiver of any provision of this Agreement must be in writing.

8.4 **Commissions.** The Parties represent that they have not engaged any agents or brokers in connection with the transactions that are the subject of this Agreement.

8.5 **Further Documents.** The Parties hereto agree to make, execute and deliver such documents and undertake such other and further acts as may be reasonably necessary or convenient to carry out

this Agreement and its purposes and intents.

**8.6 Entire Agreement.** This Agreement constitutes the entire agreement by and between the Parties with respect to the subject matters hereof, and supersedes all prior understandings and agreements relating thereto. This Agreement comprises the complete and final expression of the rights, obligations, duties, and undertakings of the Parties and sets forth all consideration, covenants, understandings and inducements pertaining thereto.

**8.7 Invalidity of Any Provision.** Should any part of this Agreement be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall affect the validity of the remainder of this Agreement, which may only continue in effect with the written consent and agreement of all Parties to this Agreement.

**8.8 Amendments in Writing.** No addition to or modification of any provision contained in this Agreement will be effective unless fully set forth in writing and signed by both Parties hereto.

**8.9 Time is of the Essence.** Time is of the essence in this Agreement. Failure to comply with any time requirement of this Agreement shall constitute a material breach of this Agreement.

**8.10 Governing Law/Venue.** This Agreement, and all the rights and duties of the Parties arising from or relating in any way to the subject matter of this Agreement or the transaction(s) contemplated by it, shall be governed by, construed and enforced in accordance with the law of the State of California (excluding any conflict of law provisions that would refer to and apply the substantive laws of another jurisdiction). Any suit or proceeding relating to this Agreement shall be brought only in Alameda County, California. EACH OF THE PARTIES CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS, STATE AND FEDERAL, LOCATED IN OR HAVING JURISDICTION OVER ALAMEDA COUNTY, CALIFORNIA.

**8.11 Attorneys' Fees.** In the event of any legal proceeding arising out of or relating to this Agreement, the prevailing Party, as declared by a court or adjudicatory body with competent jurisdiction over the matter, shall be entitled to recover its reasonable attorneys' fees and expenses (including expert witness fees) arising from the proceeding. Attorneys' fees under this Section shall include attorneys' fees on any appeal and, in addition, a Party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action. In addition to the foregoing award of attorneys' fees to the prevailing Party, the prevailing Party in any lawsuit shall be entitled to its attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment.

**8.12 Headings.** Headings at the beginning of each article, section, and subsection hereof are solely for the convenience of the Parties and are not to be construed as enlarging or limiting the language following the headings.

**8.13 Construction.** Whenever the context of this Agreement requires, the singular will include the plural and the masculine, feminine and neuter will include the others. This Agreement will not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement. This Agreement consists of not only this Agreement but also any and all related documents necessary to consummate the Property Exchange

and the Grant of Easement.

8.14 **Survival of Warranties and Covenants.** All of the covenants, representations and warranties set forth herein which are intended to bind the Parties after the vesting of title to the properties will survive the Closing.

8.15 **Execution in Counterpart.** This Agreement may be executed in any number of counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original. Unless otherwise prohibited by law, the Parties agree that an electronic copy of a signed document, or an electronically signed document, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed document" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed document in a portable document format. The term "electronically signed document" means a document that is executed by applying an electronic signature.

8.16 **Calendar Days.** All time limits and related provisions herein will be counted in calendar days unless otherwise specifically provided. If a deadline contemplated by this Agreement falls on a Sunday or a Federally recognized holiday, then the deadline shall be extended to the next weekday.

8.17 **Exhibits Incorporated by Reference.** All Exhibits attached to this Agreement are hereby incorporated into the Agreement by this reference as if set forth in full.

\*\*\*\*\*

**CITY OF OAKLAND:**

**OAKLAND UNIFIED SCHOOL DISTRICT:**

By: \_\_\_\_\_

By: Shanthy \_\_\_\_\_

Name: \_\_\_\_\_

Name: Shanthy Gonzales

Title: \_\_\_\_\_

Title: Board President

By: Kyla Johnson-Trammell \_\_\_\_\_

Name: Kyla Johnson-Trammell

Title: Superintendent

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_

Andrea Epps \_\_\_\_\_

\*\*\*\*\*

**LIST OF EXHIBITS**

- Exhibit A Depiction of District-Owned Park Property and City-Owned School Property
- Exhibit B Depiction of Property Exchange
- Exhibit C Easement Grant Deed
- Exhibit D Quitclaim Deed for City-Owned School Property
- Exhibit E Quitclaim Deed for District Exchange Property
- Exhibit F Depiction of Post-Exchange

**Exhibit A**  
**Depiction of District-Owned Park Property and City-Owned School Property**



**Exhibit B**  
**Depiction of Property Exchange**



**Exhibit C**  
**Easement Grant Deed**

Recording Requested By and When  
Recorded Please Return to:

City of Oakland  
Economic and Workforce Development  
250 Frank Ogawa Plaza, Suite 5313  
Oakland, CA 94612  
Attention: Real Property Asset Manager

Exempt from Recording Fees – Government Code § 27383 (SPACE ABOVE FOR RECORDER’S USE ONLY)

### GRANT OF EASEMENT

THIS GRANT OF EASEMENT (“**Grant of Easement**”) is made as of \_\_\_\_\_, 2021, by the Oakland Unified School District, a California public school district (“**Grantor**”), in favor of the City of Oakland, a California municipal corporation (“**Grantee**”).

### RECITALS

A. Grantor holds fee title and is the owner of that certain real property identified as Assessor’s Parcel Number \_\_\_\_\_, located in the County of Alameda, State of California, and having the street address of 1700 Market Street, Oakland, CA 94607 (the “**Subject Property**”).

B. Grantee has installed and constructed, and desires to access, operate, maintain, repair, and replace various irrigation facilities and landscaping on, to, over, under, and across a portion of the Subject Property, which portion is more particularly described on Exhibit “1” and as recorded on the final map and depicted on Exhibit “2” attached hereto and incorporated by reference herein (the “**Easement Area**”), and Grantor is willing to grant an easement for said purposes on the terms and conditions set forth herein.

C. Grantor is granting this Easement to provide for the orderly, concurrent and separate ongoing operation and maintenance of the Subject Property by the Grantor and its lessees and the Marston Campbell Park by Grantee.

**NOW, THEREFORE**, Grantor agrees to convey the Easement, as defined below, subject to the following covenants, terms, conditions, and restrictions:

1. **Grant of Easement.** Grantor hereby grants to Grantee a non-exclusive easement consisting of approximately 13,884 square feet, to construct, reconstruct, install, remove, replace, inspect, maintain, repair, improve, relocate, and otherwise use various landscaping improvements and irrigation facilities (collectively, “**Facilities**”) that Grantee previously has installed in, on, over, under, and across the Easement Area (the “**Easement**”). The Easement shall attach to and run with the Subject Property, and shall benefit and burden any future owner or owners of the Subject Property, subject to the termination provisions of Section 7, below.

2. **Prohibited Activities.** Any activity on or use of the Easement Area inconsistent with the purposes of this Grant of Easement is prohibited.

3. **Interference with Grantor's or Grantor's Lessee's Operations.** In exercising its rights under this Easement, Grantee shall not unreasonably interfere in any manner with the business or operations of Grantor, or the lessee or tenants of Grantor, at the Subject Property; shall exercise reasonable care in its entry on and use of the Easement Area; and shall be liable for, and shall pay to repair or replace, any damage or destruction of the Subject Property or Easement Area caused by its use of same. Grantee shall notify Grantor of any significant construction activities planned by Grantee or Grantee's agents on the Easement Area at least five (5) business days before commencement of the construction activities unless such activities are in response to an emergency condition so long as Grantee informs Grantor of the work undertaken as soon as reasonably practicable. After completing the above activities, Grantee shall ensure that the Easement Area and Subject Property are restored as close as reasonably possible to its preconstruction condition.

4. **Maintenance of Facilities and Easement Area.** Subject to the requirements of this Easement, Grantee shall, at its sole cost and expense, maintain and keep the Easement Area and any improvements or facilities permitted hereunder in good order and condition.

5. **Indemnification.** Grantee shall indemnify, defend and hold Grantor, its officials, officers, employees, agents, consultants and contractors free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts or omissions or willful misconduct of Grantee, its officials, officers, employees, agents, consultants or contractors in the performance of the indemnifying party's rights or obligations under this Grant of Easement, including the payment of all reasonable attorneys' fees.

6. **Insurance.** Grantee shall require any contractor awarded a contract to construct, install, remove, or replace any improvements or facilities on the Easement Area to secure and maintain in full force and effect at all times during the term of any such contract, commercial general liability, automobile liability, worker's compensation/employers' liability, public liability, and property damage insurance in forms and limits of liability reasonably acceptable to both the Grantee and Grantor. The contractor's commercial general liability and automobile liability shall: (1) name the Grantor, Grantee, and all tenants of the Grantor at the Subject Property, as additional insured with respect to all liability arising out of or in any way connected with the contractor's acts or omissions with respect to the construction, installation, removal, or replacement of improvements on the Easement Area; (2) contain a provision or be endorsed to contain a provision that the insurance afforded thereby to the Grantor and Grantee, including their respective officers, employees, and agents, is primary insurance to the full limits of liability of the policy, and that if the Grantor or Grantee, or their officers, employees, or agents, have other insurance against a loss covered by such policy, that other insurance shall be excess insurance only and shall not be called upon to contribute to the policy in any way. The contractor's commercial general liability, automobile liability, and worker's compensation/employer's liability policies shall be endorsed to provide a waiver of subrogation in favor of the Grantor and Grantee, and their respective officers, employees, and agents.

7. **Termination.** All rights provided to Grantee under this Grant of Easement may be terminated by Grantor. Should Grantor wish to exercise its right to terminate this Easement, Grantor shall provide Grantee with written notice of intent to terminate ("Termination Notice"). Within thirty

(30) days following Grantee's receipt of the Termination Notice, Grantor and Grantee shall meet and confer regarding relocation of the Facilities. Grantor shall be financially and physically responsible for relocating all Facilities with functional equivalency from the Subject Property onto the Grantee's Park Site property at Grantor's expense and subject to inspection by Grantee. Upon Grantee's reasonable satisfaction of the relocated Facilities, subject to the approval of the Oakland Public Works and Parks Departments, the parties shall negotiate and execute any and all documents necessary to effectuate the termination of the Easement subject to any and all requisite approvals of their respective legislative bodies. Grantee shall not be responsible for restoring the Easement Area.

8. **Recordation.** Upon full execution, Grantee shall record this Grant of Easement in the Official Records of Alameda County, State of California.

9. **Governing Law.** This Grant of Easement shall be construed and governed in accordance with the laws of the State of California, without regard to principles of conflicts of law. Any action or proceeding seeking any relief under or with respect to this Grant of Easement shall be brought in the applicable court located in the County of Alameda.

10. **Counterparts.** This Grant of Easement may be executed on one or more counterpart versions, which, when taken together shall constitute one original version of the Grant of Easement. Photocopies of this Grant of Easement or of execution signatures on this Grant of Easement, or copies made by comparable means (including copies made by facsimile), shall be equivalent to originals.

11. **Amendment.** No amendment, supplement or modification of this Grant of Easement shall be binding unless executed in writing by the Grantor and recorded in the Official Records of Alameda County.

12. **Warrant of Authority.** The person signing below warrants and guarantees that s/he is legally authorized to execute this Grant of Easement on behalf of the Grantor and that such execution shall bind the Grantor to the terms of this Grant of Easement.

**IN WITNESS WHEREOF**, Grantor has executed this Easement as of the date first above written.

**GRANTOR:**

Oakland Unified School District,  
a California public school district

By: \_\_\_\_\_

Name: Shanthi Gonzales

Title: Board President

By: \_\_\_\_\_

Name: Kyla Johnson-Trammell

Title: Superintendent

**Exhibit 1**  
**Legal Description of Easement Area**

**[To be attached at Closing]**

**Exhibit 2**  
**Depiction of Easement Area**

**[Recorded Final Map to be Attached]**

**ACKNOWLEDGMENT**

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 Alameda

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

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)

**CERTIFICATE OF ACCEPTANCE  
GOVERNMENT CODE SECTION 27281**

This is to certify acceptance of the interests conveyed by the attached Easement Grant Deed from the Oakland Unified School District, a California public school district, to the City of Oakland, a California municipal corporation (“City”), dated \_\_\_\_\_, 2021, and consent by City to recordation of this Easement Grant Deed by its duly authorized officer pursuant to the authority conferred on the City by the California Constitution.

Dated this \_\_\_ day of \_\_\_\_\_, 2021, at \_\_\_\_\_, California.

**CITY OF OAKLAND,**  
a California municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit D**  
**Quitclaim Deed for City-Owned School Property**

**Recording Requested By:**  
Oakland Unified School District

**[For Recorder's Use Only:]**

**When Recorded Mail to:**  
Oakland Unified School District  
1000 Broadway, Ste. 300  
Oakland, CA 94607  
Telephone: (510) 879-8000  
Email: [ousdlegal@ousd.org](mailto:ousdlegal@ousd.org)  
Attention: General Counsel

**Exempt from Recording fees  
pursuant to Gov. Code §27383**

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**QUITCLAIM DEED**

The CITY OF OAKLAND, a California municipal corporation (“Grantor”) hereby quitclaims to the OAKLAND UNIFIED SCHOOL DISTRICT, a California public school district (“Grantee”), all of its right, title and interest in and to that certain real property located in the County of Alameda, State of California, bearing the legal description attached herewith as Exhibit “1” and incorporated herein by this reference.

Dated: \_\_\_\_\_, 2021.

CITY OF OAKLAND,  
a California municipal corporation

By: \_\_\_\_\_

**Exhibit “1” to Quitclaim Deed**

**Legal description of property to be quitclaimed**

**[To be inserted at closing]**

**ACKNOWLEDGMENT**

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 Alameda

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

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)

**CERTIFICATE OF ACCEPTANCE  
GOVERNMENT CODE SECTION 27281**

This is to certify acceptance of the interests conveyed by the attached Quitclaim Deed from the City of Oakland, a California municipal corporation, to the Oakland Unified School District, a California public school district, to (“District”), dated \_\_\_\_\_, 2021, and consent by District to recordation of this Quitclaim Deed by its duly authorized officer pursuant to the authority conferred on the District by the California Constitution and the California Education Code.

Dated this \_\_\_ day of \_\_\_\_\_, 2021, at \_\_\_\_\_, California.

**OAKLAND UNIFIED SCHOOL DISTRICT,**  
a California public school district

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit E**  
**Quitclaim Deed for District Exchange Property**

**Recording Requested By:**  
City of Oakland

**[For Recorder's Use Only:]**

**When Recorded Mail to:**  
City of Oakland  
Real Estate Asset Management Division  
250 Frank Ogawa Plaza, #4314  
Oakland, CA 94612  
Attention: Real Property Asset Manager  
Telephone: (510) 238-6354  
Email: [bmoriarty@oaklandca.gov](mailto:bmoriarty@oaklandca.gov)

**Exempt from Recording fees  
pursuant to Gov. Code §27383**

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### QUITCLAIM DEED

The OAKLAND UNIFIED SCHOOL DISTRICT, a California public school district (“Grantor”) hereby quitclaims to the CITY OF OAKLAND, California municipal corporation (“Grantee”), all of its right, title and interest in and to that certain real property located in the County of Alameda, State of California, bearing the legal description attached herewith as Exhibit “1” and incorporated herein by this reference.

Dated: \_\_\_\_\_, 2021.

OAKLAND UNIFIED SCHOOL DISTRICT,  
a California public school district

By: \_\_\_\_\_

**Exhibit “1” to Quitclaim Deed**

**Legal description of property to be quitclaimed**

**[To be inserted at closing]**

**ACKNOWLEDGMENT**

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 Alameda

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

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)

**CERTIFICATE OF ACCEPTANCE  
GOVERNMENT CODE SECTION 27281**

This is to certify that the interest in real property conveyed by that certain Quitclaim Deed dated \_\_\_\_\_, from the Oakland Unified School District, a California public school district, as Grantor, to the City of Oakland, a municipal corporation, as Grantee, is hereby accepted by the undersigned officer on behalf of the City of Oakland pursuant to authority conferred by City Council Ordinance No. \_\_\_\_\_ adopted on \_\_\_\_\_, and the Grantee to recordation of this Quitclaim Deed by its duly authorized officer.

Dated this \_\_\_ day of \_\_\_\_\_, 2021, at \_\_\_\_\_, California.

**CITY OF OAKLAND,**  
a municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

**Exhibit F**  
**Depiction of Post-Exchange**

