

ATTACHMENT A

TENANCY IN COMMON AGREEMENT

(Raiders Permanent Training Facility and Training Site)
1150 and 1220 Harbor Bay Parkway, Alameda, California

THIS TENANCY IN COMMON AGREEMENT (this “**Agreement**”) is effective as of December ____, 2020 (the “**Effective Date**”), by and between the COUNTY OF ALAMEDA, a political subdivision of the state of California (“**County**”) and the CITY OF OAKLAND, a charter city (“**City**”). The City and County are referred to in this Agreement collectively as “**Cotenants**” or individually as a “**Cotenant.**”

RECITALS

A. The County and City are the sole members of the Oakland Alameda County Coliseum Authority, a joint powers authority (“**OACCA**”). Pursuant to various agreements among the OACCA, County, City, and The Oakland Raiders, a California limited partnership (“**Raiders**”), the County and City took title, through conveyance from the Raiders in the form of a quitclaim deed, to the real property in the City of Alameda, County of Alameda, State of California, now known as the Raiders Permanent Training Facility and Training Site and specifically described in **Exhibit A** attached hereto (the “**Property**”) as tenants in common.

B. Cotenants did not hold interests in the Property through a partnership or corporation immediately prior to holding title as tenants in common, and the Property currently is vacant.

C. The Cotenants desire to set forth their confirm their mutual agreements as co-owners of the Property, their respective rights and obligations with regards to the Property, and their intended plan for joint disposal of the Property.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, stipulated and agreed, the parties hereby agree as follows:

1. Ownership.

(a) Title to the Property. Title to the Property has been acquired and shall be held in the name of the County and City as tenants in common.

(b) Ownership of Interests. The County and City, the only cotenants as of the Effective Date, each own a 50.0% undivided interest in the Property.

(c) Memorandum of Agreement. Following the latter of acquisition of the Property and complete execution of this Agreement, the parties shall record a Memorandum of this Agreement substantially in the form attached hereto as **Exhibit B.**

2. Customary Activities. Cotenants hereby agree that they shall not engage in any activities not customarily performed in connection with the ownership, leasing, maintenance, and repair of the Property (“**customary activities**”), nor shall they authorize agents to engage in such activities on their behalf. In determining the Cotenants’ customary activities, all activities of the Cotenants, their agents and any persons related to the Cotenants with respect to the Property will be considered, whether or not those activities are performed by the Cotenants in that capacity.

3. **No Partnership.** Nothing in this Agreement or the ownership and operation of the Property shall be deemed to create a partnership between the Cotenants or impose on them the relationship of partners or joint venturers or any relationship other than that of tenants in common.

4. **No Treatment as Entity.** Cotenants represent and warrant to, and covenant with, one another, that they have not, are not, and will not directly or indirectly act as partners, shareholders, or other members of a common business entity or otherwise give the appearance to the general public that they were, are, or will be partners, shareholders, or members of a common business entity. The Cotenants shall not file a partnership or corporate tax return, conduct business under a common name, execute an agreement identifying any or all of the Cotenants as partners, shareholders or members of a business entity, or otherwise hold themselves out as a partnership or other form of business entity.

5. **Term.** This Agreement shall commence on the Effective Date and continue until, the earlier to occur of: (a) the sale of the Property to a third party, or (b) purchase of one Cotenant's fee interest in the Property by the other Cotenant, unless earlier terminated by mutual written agreement of the Cotenants. Any acts which require performance following termination shall survive the term of this Agreement.

6. **Property Rights.** Cotenants acknowledge owning and operating the Property. Cotenants agree not to exercise any rights to the Property to the detriment of any other or to tenants, if any, of the Property.

7. **Management of Property.**

(a) **Lead Cotenant.** The Cotenants have agreed, by unanimous agreement among themselves, and hereby appoint the County as the Cotenant to manage the Property (the "**Lead Cotenant**"). Alternatively, with the unanimous written consent of all Cotenants, the Cotenants may enter into a property management agreement with a third-party property manager for the management of the Property.

(b) **Budget.** The Cotenants have agreed upon an estimated budget for operation of the Property for the period commencing as of August 30, 2020 and continuing for a twelve (12) month period thereafter, which budget is attached hereto as **Exhibit C** ("**Initial Budget**"). Within sixty (60) days prior to the expiration of the Initial Budget and each subsequent budget year, should this Agreement still be in effect, the City and County shall jointly prepare and agree to a new budget extending through the 12 month period following the previous budget year. Mid-year budget amendments may be agreed to by the parties as and when required to address unanticipated costs or expenses. The term "**Budget**" shall mean the Initial Budget or any subsequently agreed upon and approved budget, as applicable.

(c) **Pre-Approved Authority of Lead Cotenant.** As the Lead Cotenant, the County will be responsible for the overall and day-to-day management of the Property. As Lead Cotenant, the County shall have the authority, after consulting with the City as Cotenant, to do all things reasonably necessary to maintain and operate the Property, including the right to enter into contracts on behalf of the Cotenants and to elect to have maintenance and other services performed by County employees, as long as the cost of each such action to maintain and operate the Property does not exceed Twenty Thousand Dollars (\$20,000) in the aggregate, or if in excess of \$20,000, is expressly itemized and consistent with the Budget ("**Pre-Approved Authority of Lead Cotenant**"). Any action necessary to maintain and operate the Property exceeding the Pre-Approved Authority of Lead Cotenant shall be taken pursuant to subparagraph (d) below.

(d) Excess Authority. For any action that is not within the Pre-Approved Authority of Lead Cotenant (such items being referred to as “**Excess Authority**”), the County will seek the prior written consent of the City. The City will timely review and respond in good faith to all matters related to the Excess Authority within fifteen (15) days of receipt of such notice. The City’s review and approval shall be in writing and shall not be unreasonably delayed, withheld, or denied. Notwithstanding the foregoing, no notice or pre-approval by the City shall be required for emergency work Lead Cotenant determines, in its reasonable discretion, needs to be done in order to prevent physical harm or has been mandated by a governmental (including the City or County if in each entity’s regulatory police powers) or judicial order.

(e) Management Fee/Payment of Costs and Expenses. The County, acting as the Lead Cotenant and consistent with the authority granted in this Agreement, shall expend funds in the Operating Account (as defined below) to satisfy the Costs and Expenses (as defined below) for the operation, maintenance and repair of the Property. For Lead Cotenant’s services, Cotenant shall be entitled to receive a monthly management fee of not more than Seven percent (7%) of all Costs and Expenses incurred in such month (“**Management Fee**”). The County, as Lead Cotenant, shall not be required to expend nor advance any County funds for the payment of any Costs or Expenses of the Property

8. Pro Rata Accounting, Contributions.

(a) Proportionate Sharing of Appreciation, Revenues and Costs and Expenses. Each Cotenant shall share, pro rata, in all revenues generated by the Property, all costs and expenses and all realized appreciation, as applicable, associated with the Property in proportion to the Cotenant’s undivided interest in the Property. The term “**pro rata**” shall mean an allocation to each Cotenant in proportion to such Cotenant’s ownership interest. As of the Effective Date, the pro rata share of each Cotenant is 50%.

(b) Costs and Expenses. Except as otherwise provided in this Agreement, the anticipated costs and expenses shall include, as applicable and subject to payment by any other tenant under a lease, the following (collectively, “**Costs and Expenses**”):

- (i) Ordinary and extraordinary maintenance, emergency repairs and replacements, including to the extent if any insurance deductibles or casualty proceeds shortfalls;
- (ii) Property and liability insurance, as set forth in Section 15;
- (iii) Utilities;
- (iv) Brokerage and other marketing costs for sale or lease of any or all of the Property;
- (v) Custodial or janitorial services;
- (vi) Harbor Bay Business Park Common Area and Maritime Fees; and
- (vii) City Assessments, if any.

(c) Revenues. All rental income and other revenues generated by the Property, including without limitation, rental payments received prior to the Effective Date from the Raiders

for use of the Property (approximately totaling the sum of \$262,500) (collectively, “**Revenues**”), shall be deposited into a County account designated for use to benefit the Property and the Cotenants (the “**Operating Account**”).

(d) Contributions/Advances. Within Thirty (30) days of an approved or amended Budget but in no case earlier than Sixty (60) days in advance of the commencement of a new Budget period, each Cotenant shall be required to make pro rata contributions into the Operating Account in an amount necessary to meet the anticipated Costs and Expenses net of Revenues identified in the Budget. Notwithstanding the foregoing, for the Initial Budget period, Cotenants acknowledge and agree that existing revenue in the Operating Account shall be depleted down to a reserve in the sum equal to two months of the then current Budget (the “**Reserve**”), before contributions to the Operating Account are required to be made by the Cotenants. Cotenants may not advance funds to any other to meet Costs and Expenses associated with the co-ownership interest, unless the advance is recourse to the Cotenant making the advance, does not attach a lien to the Property, and is not for a period exceeding thirty (30) days.

(e) No Interest. No Cotenant shall be entitled to receive any interest on contributed funds except as specifically provided in this Agreement.

9. Matters Requiring Cotenants’ Approval. All actions on behalf of the Property, not expressly authorized under Section 7, shall require the unanimous written consent of the Cotenants of the Property. Without limitation, the following transactions require the unanimous approval of the Cotenants:

(a) Any lease or re-lease of a portion or all of the Property. All leasing arrangements must be bona fide leases, reflecting a fair value for use of the Property agreed upon by the Cotenants, jointly, with the rent amount not depending in whole or in part, on the income or profits derived by any person from the Property leased;

(b) Any use of the Property by any Cotenant;

(c) Any negotiations for new indebtedness or renegotiation of existing indebtedness secured by a lien against the Property;

(d) The hiring of any real estate agent or commercial broker, property manager, if other than the Lead Cotenant; and

(e) The negotiation of any management agreement (or extension or renewal thereof).

10. Joint Disposal of Property. It is the intent of the Cotenants to expedite and cooperate with each other to effectuate a joint disposal of the entire fee interest in the Property. To that end, each Cotenant will adhere to the processes set forth herein.

(a) Each Cotenant shall seek, as soon as possible after the Effective Date but no later than February 15, 2021, a declaration of its legislative body that the Property is “surplus land”, as that term is defined by the California Surplus Land Act (Government Code § 54220 *et seq.*). Following such declarations, Cotenants shall jointly issue a notice of availability to eligible entities and jointly conduct good faith negotiations with interested entities to determine mutually satisfactory sale price and terms of purchase (the “**SLA Process**”).

(b) If no proposals are submitted or negotiations are unsuccessful as a result of the SLA Process, the Cotenants shall jointly select a commercial broker to market and solicit competitive bids for the purchase of the Property. The Cotenants shall engage the broker to market the Property for a minimum of 18 months, extendable upon mutual agreement of the parties. The Cotenants shall jointly conduct good faith negotiations with interested eligible and qualified bidders to determine mutually satisfactory sale price and terms of purchase (the “**Broker Process**”).

(c) The County will act as lead Cotenant in both the SLA Process and Broker Process, as applicable, and will be entitled to reimbursement for its actual staff costs incurred in performing such services. A Management Fee to such staff costs shall not apply.

11. Acts Prohibited. Except as expressly authorized under this Agreement, each Cotenant is prohibited from doing any of the following acts without the express written consent of all other Cotenants:

(a) Until the conclusion of the SLA Process and Broker Process, if required, respectively, outlined in Section 10, no Cotenant shall sell, transfer, assign, or otherwise dispose of or encumber its undivided interest in the Property nor seek a partition the Property (each, a “**Transfer**”) without the approval or agreement of any person, including without limitation, the other Cotenant;

(b) Enter into any express or implied agreement or incurring any obligation which binds another Cotenant, or which encumbers the Property other than in accordance with the terms of this Agreement;

(c) Take any action resulting in a breach or default under a lease or any other agreement binding the Cotenants with respect to the Property;

(d) Commit any waste with respect to the Property. Costs to repair any damage caused to the Property by the negligent act or willful misconduct of a Cotenant shall be borne, in full, by such Cotenant;

(e) Encumber the Property, with respect to any debt incurred to acquire an undivided interest in the Property; or

(f) If and to the extent required by any lender, exercise any remedies against each other, including the filing of a partition action or filing a lien, as long as any loan made by a lender is outstanding.

12. Transfer of Interest. Upon completion of the joint disposal processes set forth in Section 10 without the sale or conveyance to a third party selected through that process, each Cotenant shall have the right to sell, transfer, assign, or otherwise dispose of or encumber its undivided interest in the Property, or partition the Property (each, a “**Transfer**”) without the approval or agreement of any person, including without limitation, the other Cotenant. Notwithstanding the foregoing, the Cotenants acknowledge and agree that a joint disposal of the Property is in their mutual interest and shall endeavor to work together on a new joint disposal strategy should the processes outlined in Section 10 not lead to a final disposition of the Property.

13. Representations.

The County and City hereby represent and warrant to each other that:

- (a) Each is a public entity;
- (b) The execution, delivery and performance of this Agreement have been duly authorized by all necessary action of the County and City, respectively;
- (c) This Agreement constitutes the valid and legally binding obligations of the County and City, except as enforceability may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights.
- (d) This Agreement represents the entire agreement between the parties with respect to the subject matters hereof and supersedes any prior oral or written agreement, offer, or understanding.

14. Dispute Resolution.

(a) Principles. The parties desire to strive for a harmonious relationship under this Co-tenancy Agreement. To that end, the parties recognize that a cooperative approach, to the extent provided in this Section 14, with regular and meaningful communication, reduces the potential for conflicts, and maximizes a positive result for mutual benefit of the parties, and for the benefit of the public. Furthermore, because the parties are public entities, the parties have a mutually-desired goal of minimizing the parties' additional costs and expenses incurred, and public resources expended, in the dispute resolution process, including the time spent by their respective staff, attorneys, and consultants in achieving a mutually-satisfactory resolution. Therefore, in the event that there is a dispute, and to the extent provided in this Section 14, the parties will make good faith, reasonable efforts toward a mutually-satisfactory resolution, as provided in this Section 14. Except with respect to disputes that involve either (i) a monetary default by either party, or (ii) one or both of the parties and a third party, the parties will comply with these Dispute Resolution procedures before exercising any rights or remedies in connection with this Agreement following an event of default, with the understanding that the parties shall work in good faith with each other to extend the timeframes set forth below as reasonably necessary to accommodate each party's schedule and/or internal approval processes.

(b) Request for Meeting. The parties to a dispute first will meet, either in person, or through other means, including, but not limited to teleconferencing, and attempt to resolve such dispute through unassisted negotiation among their respective representatives who will be knowledgeable of the issues and facts in dispute, and each of whom must have the authority, subject to the terms of Section 14(c), to make a decision for his or her party that leads to a mutually-satisfactory resolution. If after fifteen (15) business days from their first meeting, the parties are unable to resolve the dispute through unassisted negotiation, either party will have the right to request an in-person meeting, to be held within thirty (30) business days following the delivery of such request, for the purpose of resolving the dispute. Such in-person meeting shall include at least one of each of the parties' respective representatives who participated in the first unassisted negotiation meeting.

(c) Final Decision-Making Authority. Notwithstanding the provisions of Section 14(b), the parties acknowledge that certain decisions of the County will require approval by the

County's Board of Supervisors, and certain decisions of the City will require approval by the City Council. In such cases, any proposed resolution of a dispute reached by the parties will not be deemed final, and will not take effect, unless and until the proposed resolution is approved by formal action of such final decision-making authorities. Each party that requires final approval for the proposed resolution of a dispute shall submit the proposed resolution, and all relevant supporting background documents and information, to its decision-making authority as promptly as possible after the proposed resolution is reached and, if applicable, the thirty (30) day period described in Section 15 will not begin to run until the parties' final decision-making authorities have considered the proposed resolution and taken formal action in respect thereof.

(d) Mediation. If the dispute is not resolved in accordance with Section 14(b) within thirty (30) days after the commencement of the first negotiation meeting, the dispute will be submitted to non-binding mediation, if requested by the City or the County, as provided in Section 14(e).

(e) Initiation of Mediation. Either the City or the County, or both, may request the initiation of mediation by delivering a written request for mediation to the other party (the "**Mediation Request**"). The Mediation Request will (1) include a brief summary of the issues in dispute, (2) state the dates on which the requesting Party is unavailable to attend the mediation within the immediately succeeding sixty (60) calendar days after the delivery to the other party of the Mediation Request, and (3) list at least three (3) neutral mediators who are acceptable to the requesting party for mediation of the dispute. Within five (5) days after the requesting party's delivery of a Mediation Request to the other party, the other party will deliver to the requesting party a response ("Mediation Response") to the Mediation Request. The Mediation Response will: (x) include a brief summary of the issues in dispute, (which may or may not be the same as the summary provided by the requesting party in the Mediation Request); (y) state the dates on which the responding party is unavailable to attend the mediation within the immediately succeeding fifty-five (55) calendar days after the requesting party's receipt of the Mediation Response; (z) state whether any one or more of the neutral mediators listed in the Mediation Request is acceptable to the responding party and, if none of the neutral mediators listed in the Mediation Request is acceptable to the responding party, then the Mediation Response will list at least three (3) neutral mediators who are acceptable to the responding party. Any mediator used for the mediation shall be an attorney and shall not have any prior involvement for any party in any facts arising out of the dispute, or in the preparation or the negotiation of this Agreement or any other Agreement of this nature.

(f) Selection of Mediator. Within ten (10) days after delivery to the requesting party of the Mediation Response, the City and the County will attempt in good faith to agree upon a neutral mediator to mediate the dispute.

(g) Cost of Mediation. Compensation of the mediator will be the shared and equal responsibility of the City and the County and will be agreed upon in writing between the mediator and the parties before the mediation is commenced.

(h) Attendance at Mediation. Both the City and County will attend the mediation session(s). The parties may satisfy this attendance requirement by sending a representative familiar with the issues and facts of the dispute, so long as such representative has the authority to negotiate on behalf of, and to effectively recommend settlement to, the party he or she represents. Any party to the mediation may have the

assistance of attorneys, consultants, or other representatives of its choice, and each party will be solely responsible for the cost of its attorneys, consultants, or other representatives.

(i) Confidentiality. The mediation under this Agreement will be confidential in all respects, and the provisions of California Evidence Code sections 1152 and 1154, and 1115 through and including 1128 shall apply, and depending on the circumstances, the provisions of California Government Code section 6254(b) may apply, to the Mediation Request, the Mediation Response, and all written and oral evidence presented in the mediation and to settlement communications made in a pre-mediation statement, during the mediation itself, or otherwise in furtherance of or related to the mediation and/or the settlement of the dispute that is the subject of the mediation. A pre-mediation statement will be confidential and will be used only for settlement purposes and will not be admissible for any other purposes whatsoever other than for the mediation. If any such mediation fails to resolve the dispute, nothing in this Agreement will preclude any party from thereafter exercising its legal and equitable rights and remedies in respect of such dispute.

(j) Completion. The mediation shall be completed within sixty (60) calendar days after the date that the requesting party delivers the Mediation Request to the other party, unless the parties' representatives agree, in writing, to extend the completion date.

15. Event of Default. Upon the occurrence of a breach or default by any party in the performance of any of its obligations under this Agreement, the party not in breach or in default may provide written notice by regular mail to the breaching or defaulting Party of the breach or default (in either such case, a "Default Notice"). Upon receipt of the Default Notice, the breaching or defaulting party shall have thirty (30) calendar days within which to cure the breach or default described in the Default Notice and to provide evidence of such cure to the party providing such Default Notice; provided however, the breaching or defaulting party shall have only ten (10) business days to fully pay a nonpayment or late payment to the other party, provided further however, that if such breach or default (but, excluding any breach or default for non-payment or late payment) is not capable of cure within such thirty (30) day period, then no breach or default shall be deemed to have occurred by reason of such failure so long as the breaching or defaulting party gives the other party a written notice describing, with reasonable particularity, the steps that the breaching or defaulting party shall take to cure the breach or default, and promptly commences, and diligently and continuously prosecutes, such cure to completion within a reasonable period, but not to exceed ninety (90) days from the breaching or defaulting party's receipt of the Default Notice (in either such case of the ten (10) day, thirty (30) day, or ninety (90) day cure period, as applicable, the "**Cure Period**"). If the breaching or defaulting party does not provide reasonable evidence (provided that, for breach or default for non-payment or late payment, such evidence must consist of full payment) of the cure to the non-defaulting party within the applicable Cure Period, then the defaulting party shall be deemed to have committed an "Event of Default", and the party giving the Default Notice shall have the right, but not the obligation, to pursue its legal and equitable rights and remedies in respect of such Event of Default, which may include terminating this Agreement, provided however, if the exercise of such legal and equitable rights or remedies, or both, includes the termination of this Agreement, or the pursuit of any suit, action, or legal proceeding, the parties shall first complete the dispute resolution process under Section 14, before terminating this Agreement or pursuing such other remedies, provided further however, if such exercise of such legal and equitable rights or remedies involves a breach or default for non-payment or late payment, the dispute resolution process under Section 14 shall not apply.

16. Insurance. The parties agree that it will be most efficient for only one Cotenant to carry property insurance for the Property, naming the other CoTenant as an additional insured/loss payee. The parties shall work cooperatively to obtain bids, determine which CoTenant shall procure the property insurance and secure it within thirty (30) days of the Effective Date. The Cotenants further agree that the Property will not be insured with earthquake insurance, flood insurance and/or any other insurance protecting the Property, but that they will reevaluate such other insurance needs prior to the next Budget approval process to determine if any such other insurance should be procured. The cost of any insurance procured for the Property shall be included in the Budget.

17. General Provisions.

(a) Binding on Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective representatives, successors and assigns except as otherwise provided herein.

(b) Limited Right to Partition. Each of the Cotenants agrees not to seek a partition of the Property until the conclusion of the processes outlined in Section 10.

(c) Notices. All notices, demands or other communications hereunder shall be by certified mail, return receipt requested, or by recognized overnight courier service, with receipt, and shall be effective three business days after such mailing or upon delivery by courier, as applicable, addressed to the other party as follows, or such other addresses as a party may provide to the other:

To the County: General Services Agency
County of Alameda County
1401 Lakeside Drive, 6th Floor
Oakland, CA 94612
Attn: Real Property Manager
[\[Rachel.Johnson@acgov.org\]](mailto:Rachel.Johnson@acgov.org)

With a copy to: Office of the County Counsel
1221 Oak Street, Suite 450
Oakland, CA 94612

To the City: Office of Economic and Workforce Development
Public Private Development Division
250 Frank Ogawa Plaza, 5th Floor
Oakland, CA 94612
Attn: Development Manager
lgallegos@oaklandca.gov

With a copy to: City Attorney's Office
One Frank Ogawa Plaza, 14th Floor
Oakland, CA 94612
Attn: Real Estate Unit Supervisor
bpatel@oaklandcityattorney.org

(d) Miscellaneous. This Agreement may be amended, modified or terminated only by a writing executed by all parties hereto indicating such an intention. Each individual signing on behalf of a party represents and warrants to the other party that the individual is fully authorized to bind the party as provided in this Agreement. If any provision of this Agreement or any application hereof or thereof shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of other provisions or of any other application of such provision shall in no way be affected thereby. The agreements contained herein shall not be construed in favor of or against any party but shall be construed as if both parties prepared this Agreement. The waiver by any party of a right or remedy hereunder shall not be deemed to be a waiver of any other right or remedy or of any subsequent right or remedy of the same kind. All of the recitals and Exhibits to this Agreement, and any defined terms therein, are incorporated into and made a part of this Agreement by this reference. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute but one and the same instrument. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, including that state's statutes of limitation but without giving effect to that state's conflict-of-law principles.

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

CITY OF OAKLAND

By: _____
_____, Its _____

APPROVED AS TO FORM AND LEGALITY:

Barbara Parker, City Attorney

By: _____
Bijal Patel
Special Counsel

COUNTY OF ALAMEDA

By: _____
Richard Valle, Its Board President

APPROVED AS TO FORM:

Donna R. Ziegler, County Counsel

By: _____
Andrea L. Weddle,
Chief Assistant County Counsel

EXHIBIT B

MEMORANDUM OF TENANCY IN COMMON AGREEMENT

Recording Requested By
And When Recorded Mail To:

(Space Above This Line for Recorder's Use Only)
[Exempt from recording fee per Gov. Code § 27383]
[Exempt from Building Homes and Jobs Acts fee Per Government Code Section 27388.1(a)(2)(D)]

This Memorandum of Tenancy in Common Agreement ("**Memorandum**"), dated November __, 2020, is by and between the COUNTY OF ALAMEDA, a political subdivision of the state of California and the CITY OF OAKLAND, a charter city (collectively, the "**Tenants in Common**").

1. The Tenants in Common have acquired that certain real property located in the City of Alameda, County of Alameda, State of California, specifically described in **Exhibit A** attached hereto and incorporated herein by this reference (the "**Property**").

2. The rights and obligations of the Tenants in Common with respect to the Property are governed by the Tenancy in Common Agreement dated December __, 2020, by and between the Tenants in Common, and any amendments thereto.

3. This Memorandum may be executed in counterparts.

[Remainder of page blank]

CITY OF OAKLAND

By: _____
_____, Its _____

APPROVED AS TO FORM AND LEGALITY:

Barbara Parker, City Attorney

By: _____
Bijal Patel
Special Counsel

COUNTY OF ALAMEDA

By: _____
_____, Its _____

APPROVED AS TO FORM:

Donna R. Ziegler, County Counsel

By: _____
Andrea L. Weddle,
Chief Assistant County Counsel

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)
) SS.
COUNTY OF _____)

On _____ 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 _____

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)
) SS.
COUNTY OF _____)

On _____ 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 _____