

ATTACHMENT D 1

When Recorded Mail To:

City of Oakland
Real Property Asset Management Division
250 Frank H. Ogawa Plaza, Suite 4314
Oakland, CA 94612
Attn: Real Property Asset Manager

Location: City/Oakland
Documentary Transfer Tax \$ EXEMPT
Alameda County Transportation Commission

By: _____

Recording Fee \$00.00

Gov. Code 27383

SPACE ABOVE FOR RECORDER'S USE

ASSIGNMENT AGREEMENT

(7th Street Crossing)

(APN: _____)

This **ASSIGNMENT AGREEMENT** (7th Street Crossing) (“**Assignment**”), by and between the ALAMEDA COUNTY TRANSPORTATION COMMISSION, joint powers authority (“**Alameda CTC**”), and the CITY OF OAKLAND, a municipal corporation (“**City**”), is dated as of _____, 20__ (the “**Effective Date**”).

Commented [DJ1]: This is consistent with the C&M Agreement.

RECITALS

This Assignment is entered upon the basis of the following facts, understandings and intentions of the City and Alameda CTC.

A. Alameda CTC and Union Pacific Railroad Company (“**UPRR**”) entered into that certain Construction and Maintenance Agreement, between Alameda CTC and UPRR, dated December 2, 2022, and known in UPRR’s records as part of Real Estate Folder Number 3142-52 (the “**C & M Agreement**”).

B. Pursuant to Section 4 of the C & M Agreement, UPRR granted to Alameda CTC and UPRR that certain Roadway Easement Deed dated _____, and Recorded in the Official Records of Alameda County on _____, at Series No _____ (the “**Roadway Easement**”).

C. Pursuant to Section 26.7 of the C & M Agreement, UPRR and Alameda CTC agreed the intention is to assign the Roadway Easement, including related rights and obligations under the C & M Agreement to the City.

D. Alameda CTC and the City have entered into this Assignment to transfer to the City Alameda CTC's rights and obligations under the Roadway Easement, including related rights and obligations under the C & M Agreement.

AGREEMENT

Alameda CTC and the City hereby agree as follows:

1. Effective as of the Effective Date, Alameda CTC hereby assigns to CITY, and CITY hereby assumes from Alameda CTC (a) the rights and obligations of Alameda CTC under the Roadway Easement, and (b) the rights and obligations of Alameda CTC under the C & M Agreement solely to the extent such rights and obligations relate to the Roadway Easement, as provided in Section 26.7 of the C & M Agreement.

2. This Assignment is binding on the parties hereto and the respective successors and assigns.

3. This Assignment shall be construed and enforced in accordance with and be governed by the laws of the State of California.

4. Alameda CTC and the City each hereby represents and warrants to the other that such party has full right and authority to enter into this Assignment.

5. This Assignment may be executed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

Alameda CTC

ALAMEDA COUNTY TRANSPORTATION
COMMISSION, a joint powers authority

By _____
Tess Lengyel
Executive Director

[Signatures Continue on Following Page]

CITY

CITY OF OAKLAND,
a municipal corporation

By: _____

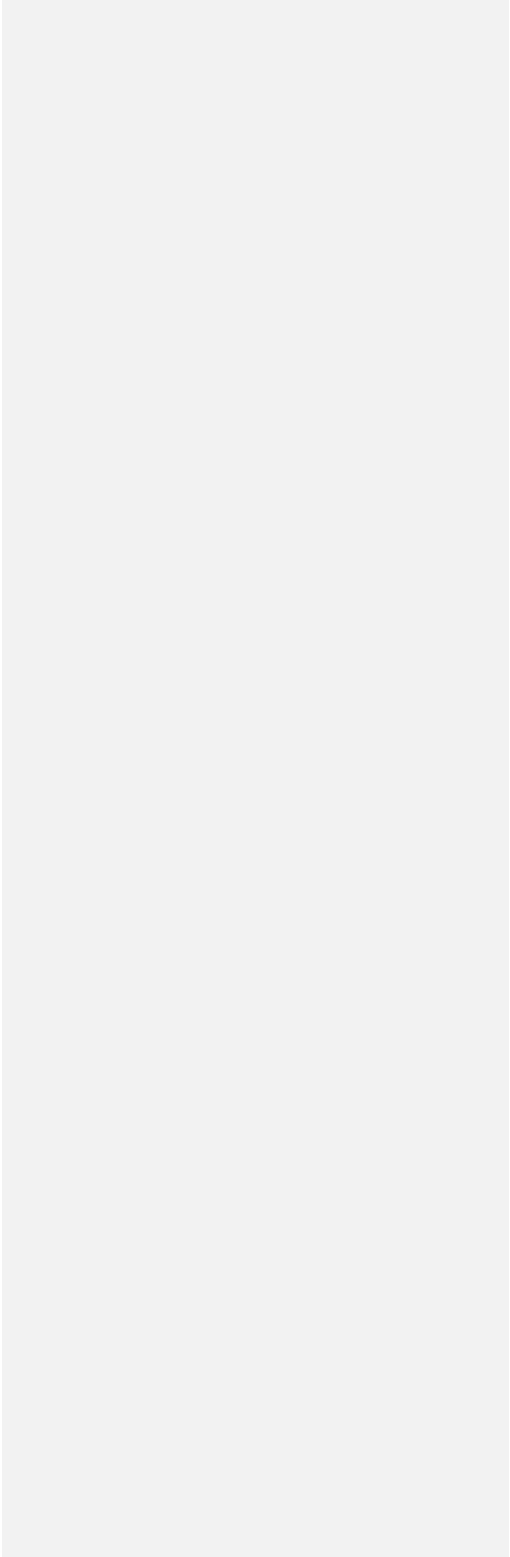
Name: _____

Title: _____

Approved as to Form and Legality:

By: _____

JoAnne Dunec
Deputy City Attorney



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 _____, 2023, before me, _____, a Notary Public, personally appeared Tess Lengyel, 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)
County of Alameda)

On _____, 2023, before me, _____, a 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 _____

CERTIFICATE OF ACCEPTANCE

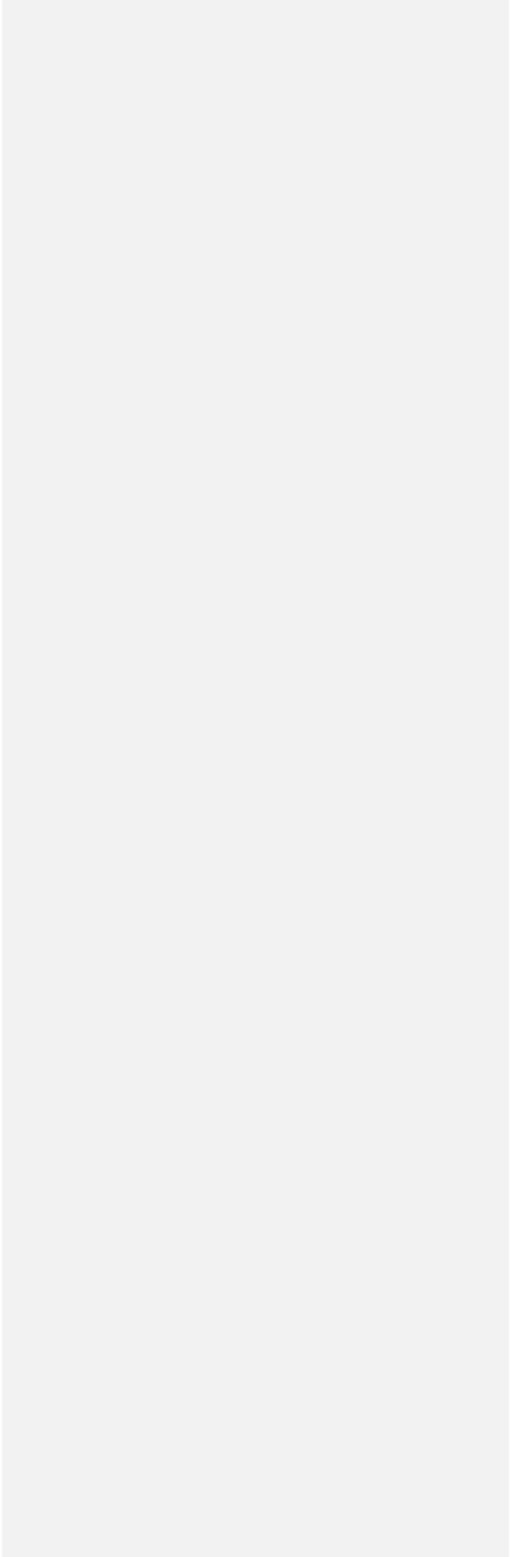
This is to certify that the interests in real property conveyed by that certain Assignment Agreement (7th Street Crossing) (the “**Assignment**”), dated as of _____, 202_ from Alameda County Transportation Commission, a joint powers authority, as grantor, to the City of Oakland, a municipal corporation, as grantee, are hereby accepted by the City Administrator of the City of Oakland, or his or her designee, pursuant to authority conferred by Ordinance No. _____ C.M.S. of the City Council adopted on _____, 202_ and the City of Oakland, as grantee, consents to recordation of the Assignment.

By: _____

Name: _____

Title: _____

Date: _____



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 _____)

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.

Name: _____
Notary Public