

MERRITT COLLEGE TRAIL AGREEMENT

This Merritt College Trail Agreement (“Agreement”) is made as of May 7, 2012 by and between Peralta Community College District (“District”) and City of Oakland, a municipal corporation (“City”).

RECITALS

This Agreement is made with respect to the following facts:

1. City owns of record the City “trail” shown on the attached Merritt College Proposed Trail Map dated September 15, 2010 (“Trail Map”).
2. District has requested that City realign the existing City “trail” to conform to the proposed relocated City “trail” shown on the Trail Map.
3. Subject to the terms and conditions of this Agreement, City agrees to the proposed trail alignment shown on the Trail Map.

AGREEMENTS

In consideration of the mutual covenants and undertakings described hereinafter, District and City agree as follows:

1. **Trail Realignment:** City agrees to the proposed trail alignment shown on the Trail Map. At no cost to the City, District shall have the option to prepare a Quitclaim Deed containing the legal description of the existing trail in favor of the District. When the Quitclaim Deed with the legal description is presented to City, City agrees to promptly execute and the deliver the Quitclaim Deed in recordable form to District. In exchange, District shall simultaneously or concurrently deliver a Quitclaim Deed containing the legal description of the proposed relocated City “trail” in favor the City in recordable form. In lieu of exchanging Quitclaim Deeds, District shall have the option to use any other legal means to realign the trail boundary and City agrees to cooperate with District to

accomplish this objective.

2. **Maintenance of Parking Lot:** District agrees to maintain and keep in good repair the parking lot located above the relocated City trail as shown on the Trail Map.

3. **Notices.** Notices under this Agreement may be made by personal delivery to the individuals specified below or by prepaid, registered or certified mail, return receipt requested, addressed as follows:

To City: City of Oakland
 Real Estate Division
 250 Frank H. Ogawa Plaza, Fourth Floor
 Oakland, California 94612-2032
 Attention: Manager of Real Estate

To District: Peralta Community College District
 333 East 8th Street
 Oakland, CA 94606
 Attention: Facilities Operations Manager

Either party with a written Notice to the other party may change the address and person designated for notice.

4. **Entire Agreement.** This Agreement contains the entire understanding between the parties relating to this transaction and may not be amended except in writing signed by both parties.

5. **Choice of Law and Jurisdiction.** The laws of the State of California apply to this Agreement. The parties agree that any dispute with respect to this Agreement shall be subject to the jurisdiction of the Superior Court of Alameda County.

6. **Litigation Costs.** If an action is commenced to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to other costs and fees from the other party.

7. **Time is of the Essence.** Time is of the essence with respect to each and every provision

of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written below.

Peralta Community College District

By: _____

Title: _____

Date: _____, 2012

Approves as to form and legality:

By: _____

City of Oakland, a municipal corporation

By: _____

Title: _____

Date: _____, 2012

Approved as to form and legality:

City Attorney