



Washington Township Health Care District

2000 Mowry Avenue, Fremont, California 94538-1716 • (510) 797-1111

Nancy Farber, Chief Executive Officer

Board of Directors

Patricia Danielson, RHIT

Jacob Eapen, M.D.

William F. Nicholson, M.D.

Bernard Stewart, D.D.S.

Michael J. Wallace

BOARD OF DIRECTORS' MEETING

Wednesday, December 13, 2017 – 6:00 P.M.

Conrad E. Anderson, MD Auditorium

AGENDA

- | | PRESENTED BY: |
|---|--|
| I. CALL TO ORDER & PLEDGE OF ALLEGIANCE | William Nicholson, MD
Board Member |
| II. ROLL CALL | Dee Antonio
District Clerk |
| III. ELECTION OF OFFICERS | <i>Motion Required</i> |
| IV. EDUCATION SESSION:
Stroke Program at Washington Hospital | Jack Rose, MD
Co-Medical Director, Stroke Program

Denise Lynch, RN
Stroke Program Coordinator |
| V. CONSIDERATION OF MINUTES
November 8, 20, and 27, 2017 | <i>Motion Required</i> |
| VI. COMMUNICATIONS | |
| A. Oral | |
| B. Written | |
| From Timothy Tsoi, MD Chief of Staff,
dated November 27, 2017 requesting
approval of Medical Staff Credentialing
Action Items. | <i>Motion Required</i> |
| VII. INFORMATION | PRESENTED BY: |
| A. Service League Report | Debbie Jackson
Service League |
| B. Medical Staff Report | Timothy Tsoi, MD
Chief of Staff |
| C. Hospital Calendar | Nancy Farber
Chief Executive Officer |

- D. Lean/Kaizen Report:
Role of Lean in Transition to Morris
Hyman Critical Care Pavilion
- Bettina Kurkjian, MD
Director, Kaizen Promotion Office
- Cheryl Bernal, RN
Director, of Kaizen
- Chris Brown
Director of Kaizen
- E. Construction Report
- Ed Fayen
Senior Associate Administrator
- F. Quality Report:
National Hospital Ratings Systems for
Quality and Patient Safety
- Mary Bowron, DNP, RN, CIC
Senior Director of Quality & Resource
Management
- G. Finance Report
- Chris Henry
Senior Associate Administrator and
Chief Financial Officer
- H. Hospital Operations Report
- Nancy Farber
Chief Executive Officer

VIII. ACTION

- A. Consideration of Audit Financials FY 2017 Approval *Motions Required*
- B. Consideration of Fifteen-Month Extension for Previously Granted Temporary Construction Easement
- C. Consideration of Upgrade to Telephone System

IX. ADJOURN TO CLOSED SESSION

In accordance with Section 1461, 1462, 32106 and 32155 of the California health & Safety Code and Sections 54962 and 54954.5 of the California Government Code, portions of this meeting may be held in closed session.

- A. Report and discussion regarding California Government Code section 54957:
Personnel matters
- B. Conference regarding medical audit reports, quality assurance reports and privileging pursuant to Health & Safety Code Section 32155.
- C. Report involving a trade secret pursuant to Health & Safety Code section 32106

**X. RECONVENE TO OPEN SESSION &
REPORT ON CLOSED SESSION**

William Nicholson, MD
Board Member

XI. ADJOURNMENT

William Nicholson, MD
Board Member

A meeting of the Board of Directors of the Washington Township Health Care District was held on Wednesday, November 8, 2017 in the Conrad E. Anderson, MD Auditorium, 2500 Mowry Avenue, Fremont, California. Director Nicholson called the meeting to order at 6:07 pm and led those present in the Pledge of Allegiance.

CALL TO ORDER

Roll call was taken: Directors present: William Nicholson, MD; Bernard Stewart, DDS; Patricia Danielson, RHIT; Michael Wallace. Directors absent: Jacob Eapen, MD

ROLL CALL

Also present: Nancy Farber, Chief Executive Officer; Timothy Tsoi, Chief of Medical Staff; Debbie Jackson, Service League 1st President; Dee Antonio, District Clerk

Guests: Ed Fayen, Kimberly Hartz, Chris Henry, Bryant Welch, Stephanie Williams, Tina Nunez, Kristin Ferguson, Mary Bowron, Albert Brooks MD, Larry Bowen, John Lee, Rob Lanci

Nancy Farber, Chief Executive Officer introduced several veterans who are part of the Washington Hospital family to talk about their service and the impact that their military service has had in their lives and careers. Michael Platzbecker, Assistant Chief Nursing Officer, served in the U.S. Navy for five years. Harold Smith, 3-West Nursing Manager, served as a Hospital Corpsman in the U.S. Navy for four years. Vida Reed, Program Coordinator of Diabetes Services, served ten years in the U.S. Army. Dan Nardoni, Assistant Chief Financial Officer for WTMF, served in the U.S. Navy for seven years. Ms. Farber talked about the Washington Hospital leave policy that allows members of the Armed Forces or National Guard to be granted military leave from work and mentioned the commemorative Veterans' Wall at Washington West.

*EDUCATION SESSION:
Veteran's Recognition*

Director Stewart moved for approval of the minutes of October 11, 23, and 25, 2017.

*APPROVAL OF
MINUTES OF October
11, 23, and 25, 2017*

Director Danielson seconded the motion.

Roll call was taken:

William Nicholson, MD - aye
Bernard Stewart, DDS - aye
Michael Wallace - aye
Patricia Danielson, RHIT - aye
Jacob Eapen, MD - absent

The motion carried.

There were no oral communications.

*COMMUNICATIONS:
ORAL*

The following written communication received from Timothy Tsoi, MD., Chief of Staff, dated October 23, 2017 requesting approval of Medical Staff Credentialing Action Items as follows:

*COMMUNICATIONS:
WRITTEN*

Appointments

Arriola, Jennifer CCP; Keyhan, Sanaz MD; Lee, Teng MD; Shah, Ami MD; Smith, Kelsey MD; Zachariah, Sybil MD

Temporary Privileges

Lee, Teng MD

Reappointments – Two Year

Balakrishnan, Sangeetha MD; Busby, William MD; Chawla, Harman MD; Chen, Joan MD; Dugoni, William MD; Gorsulowsky, David MD; Kramer, Scott MD; Mahal, Anmol MD; Paik, William MD; Siddiq, Simin MD; Siddiqi, Saif MD; Young, Phillip MD

Reappointments – One Year

Ahuja, Rajiv MD; Cheng, David MD; Clauson, William MD; Iacco, John MD; Johnson, Warren MD; Pavesi, Marco MD; Schuchard, Marilee MD

Transfer in Staff Category

Hsu, Wendy MD; Lee, Patricia MD; Nair, Anil MD

Completion of Proctoring & Advancement in Staff Category

Agcaoili, Carmen MD; Hsu, Wendy MD

Addition of Physician Supervisor

Joshi, Chelsea PA-C

Completion of Proctoring Prior to Eligibility for Advancement in Staff Category

Dupler, Suzanne MD; Lee, Patricia MD; Nair, Anil MD; Nguyen, Myleen CCP; Shafi, Nabil MD

Extension of Proctorship and Provisional Category

Araujo, John PA-C; Kim, Kyong-Mee MD; Solimani, Nazhat MD; Ziegler, Jordon MD

New Privilege Requests

Ahmad, Shahzad MD; Brun, Francisco MD; Shafi, Nabil MD

Delete Privilege Requests

Balakrishnan, Sangeetha MD; Chen, Joan MD; Dugoni, William MD; Schuchard, Marilee MD; Shafi, Nabil MD

Leave of Absence

Cohen, Erik MD

Resignations

Andresen, Joseph MD; Garcia, Ramino MD; Medhekar, Vaibhar MD; McMillian, Donna MD; Novotny, Ava PA-C; Tandon, Meena MD; Walther, Ako MD; Zubair, Iram MD

Director Wallace moved for approval of the credentialing action items presented by Dr. Tsoi.

Director Stewart seconded the motion.

Roll call was taken:

William Nicholson, MD - aye

Bernard Stewart, DDS - aye
Michael Wallace – aye
Patricia Danielson, RHIT – aye
Jacob Eapen, MD – absent

The motion carried.

Debbie Jackson, Service League, reported on the Service League activities. The Nominating Committee presented a Slate of Officers for 2018 who will accept their positions at the February 13, 2018 Annual Meeting. The Gift Shop's Annual Holiday Gift Shop Show will take place November 13th and 14th. The Jewelry Sale is scheduled for December 4-6, 2017. There was no orientation session in October. The Service League participated in the Think Pink Event for the fifth year. The Toy Drive is underway. The total volunteer staffing hours for the month of October 2017: 3,215..

*SERVICE LEAGUE
REPORT*

Dr. Timothy Tsoi reported there are 587 Medical Staff members which includes 336 active members.

*MEDICAL STAFF
REPORT*

The Hospital Calendar video highlighted the following events:

*HOSPITAL CALENDAR:
Community Outreach*

Past Health Promotions & Outreach Events

On Thursday, October 19th, Washington Hospital hosted the annual Think Pink Breast Health Awareness Event. The event featured a health fair and presentations by Dr. William Dugoni, general surgeon and medical director of the women's center, Dr. Sunil Upender, radiologist, Dr. David Lee, hematologist / oncologist and medical co-director of the UCSF–Washington Cancer Center, Anjali Rao, breast cancer survivor and Washington Wellness Center yoga instructor, and Kimberlee Alvani, registered dietitian. Dr. Victoria Leiphart, gynecologist, moderated the event. 359 people attended.

On Sunday, October 22nd, Lucy Hernandez, Community Outreach Project Manager, provided information on health related programs and services during the 5th Annual Running Dead 5k/ 10k Fun Run & Walk hosted by Mark Green Sports Center in Union City. More than 100 people visited the health information booth.

On Thursday, October 26th, Washington Sports Medicine provided a sports physical clinic for high school student athletes. The physicals were held at Washington High School and athletes from all local schools in Fremont were invited to participate. Each student received an assessment and physical to ensure they meet the California Interscholastic Federation requirements in order to play sports. Drs. Russell Nord, Michael Goldin, Steven Zonner and Nurse Practitioner, Sherrie Kneebone provided the examinations. Athletes also received orthopedic screenings by Certified Athletic Trainers. 105 students received sports physicals.

On Friday, October 27th, Washington Sports Medicine provided athletic trainers and hosted a first aid booth at the Special Olympics Soccer event held at Maloney Elementary School in Fremont. 217 student athletes participated in this event.

On Saturday, October 28th, Washington Hospital hosted the biennial Children's Health and Safety Fair. This free interactive event provided health and safety information for families. It also featured the popular teddy bear clinic, staffed by Washington Township Medical Foundation. The Teddy Bear Clinic allowed children to bring their favorite stuffed animal for a check-up. This event was co-sponsored by UCSF Benioff Children's Hospital, Washington Township Medical Foundation and the Washington Hospital Employee Association. More than 250 people attended.

On Wednesday, November 1st, Dr. Victoria Leiphart presented "Nutrition Myths." 30 people attended.

On Friday, November 3rd, Washington Sports Medicine provided athletic trainers and hosted a first aid booth at the Special Olympics Soccer event held at American High School in Fremont. More than 300 student athletes participated in this event.

On Saturday, November 4th, Washington Hospital hosted the Annual Diabetes Awareness Health Fair. The event featured a health fair including blood glucose, cholesterol, and blood pressure screenings along with diabetic foot exams. Dr. Sangeetha Balakrishnan, cardiologist, presented "Heart Health and Diabetes: What is the Connection?" and Anna Mazzei, registered dietitian and certified diabetes educator, presented "Quick Meals on a Budget." 117 people attended.

On Wednesday, November 8th, Dr. Victoria Leiphart concluded "Restoring Balance," a three-part stress reduction program.

During October and November, Lucy Hernandez, presented 20 hand hygiene classes for students at four elementary schools in Fremont: Harvey Green, Hirsh, Mission San Jose, and Weibel. Lucy also presented at Kennedy and Musick elementary schools in Newark. Information was provided on proper hand washing and hygiene to prevent infection and the spread of germs. 498 students attended.

Upcoming Health Promotions & Community Outreach Events

On Thursday, November 9th from 6 to 8 pm, Dr. Jelriza Mansouri, obstetrician-gynecologist, will present "Understanding HPV: What You Need to Know."

On Thursday, November 16th from 6 to 8 pm, Father Jeff Finley, Palliative Care Coordinator, will present "Getting Through the Holidays When You are Grieving."

Also on Thursday, November 16th from 7 to 8:30 pm, as part of the Women Empowering Women series, Dr. Victoria Leiphart will present "Mindful Eating for the Holidays."

On Saturday, November 18th, from 10 am to 1 pm, Washington Hospital will host the annual Abdominal Aortic Aneurysm Screening. Aneurysms develop over time and may have no symptoms, but if one bursts, it can cause immediate and life-threatening symptoms. Dr. Ash Jain, cardiologist, Dr. Gabriel Herscu, vascular and endovascular surgeon, and Dr. Sarah Wartman, vascular surgeon, will be on hand to interpret results from this Doppler screening.

On Thursday, December 7th, as part of the Diabetes Matters Series, Dr. Victoria

Leiphart, gynecologist, will present, "Difficult Conversations: Tips on How to Talk to Your Health Care Provider"

Washington Hospital Healthcare Foundation

The Washington Hospital Healthcare Foundation hosted the 31st Annual Top Hat gala on October 14th in the tent at Washington West. The evening began with a hosted cocktail reception, followed by dinner and dancing. Six hundred and thirty attendees joined us to raise funds for the Washington Radiation Oncology Center to purchase a new linear accelerator. This treatment modality will increase the Hospital's ability to provide advanced radiation therapy to patients right here in our own community.

*HOSPITAL CALENDAR:
Washington Hospital
Foundation Report*

The Washington Hospital Healthcare Foundation is preparing for the annual Trees of Angels celebration, which raises funds for hospice and palliative care. The Washington Hospital Healthcare Foundation is this year's presenting sponsor for the Niles Festival of Lights Parade on November 24th and will be featured on one of the parade floats.

The Washington Township Healthcare District Board of Directors Report

Washington Township Healthcare District Board Members attended the Ohlone College 50th Anniversary Gala on Saturday, November 4th.

Washington Hospital Employee Association, W.H.E.A.

WHEA concluded the 2017 Drive for Warmth clothing drive on Friday, November 3rd. Nine barrels of warm clothing items and blankets were collected and delivered to the Tri City Volunteers to be distributed throughout the community.

*WASHINGTON
TOWNSHIP
HEALTHCARE
DISTRICT:
Washington Hospital
Employee Association,
W.H.E.A.*

Washington On Wheels Mobile Health Clinic, W.O.W.

During the month of October, the Washington On Wheels Mobile Health Clinic (W.O.W.) continued to serve community members at the Fremont Senior Center and Fremont Family Resource Center. W.O.W. also provided occupational health services, including influenza vaccines at various companies in Fremont, Hayward, and Livermore. The total number of community members receiving health care from the Washington On Wheels Clinic during the month of October was 352.

*HOSPITAL CALENDAR:
Washington On Wheels
Mobile Health Van*

Internet and Social Media Marketing

Washington Hospital's website serves as a central source of information for the communities the District serves and beyond. The most viewed pages include: Employment, About WHHS, Programs and Services, and Physician Finder.

*HOSPITAL
CALENDAR:
Internet and Social
Media Marketing*

InHealth - Channel 78

During the month of October, Washington Hospital's cable channel 78, InHealth, captured new programming including a Diabetes Matter program called "Exercise IS Medicine." In addition, InHealth aired a Diabetes Matters program titled "Diabetes - Is There an App for That?", two Health and Wellness programs called "Strategies to Help Lower Your Cholesterol" and "New to Medicare? What You Need to Know"

*HOSPITAL
CALENDAR:
InHealth*

and the October Board of Directors' Meeting.

Employee of the Month

Callie Lane, Application Analyst II, Pharmacist, was named November Employee of the Month. She joined Washington Hospital as a clinical pharmacist in 2011 and started in the emergency department working with physicians, nurses and directly with patients assuring that patients get the right medicine in a timely manner. Her transition to the Epic team meant that her analytical skills would be utilized and developed. Callie has a “can-do” attitude. If there is a problem, she’ll take her time, analyze it, and come up with a solution. When asked what makes her job special, Callie says, “It’s the people.”

*HOSPITAL
CALENDAR:
Employee of the Month –
Callie Lane*

Nancy Farber introduced Kimberly Hartz, Sr. Associate Administrator. Ms. Hartz presented Lean Certificates and Pins to Edward J Fayen and Kathy Weinberg, MSN, RN, CCNS, CCRN upon completion of their Lean Certification Training. This is a 12-18 month process that requires proficiency in Lean concepts and tools. To date, we have certified twenty-eight Managers and two Physicians.

*LEAN/KAIZAN
UPDATE
Presentation of Lean
Certificates and Pins*

Ed Fayen presented the construction update on the Morris Hyman Critical Care Pavilion sharing photographs of the fence removal at the old CUP yard in preparation for the new loading dock and passageway; interconnects being installed in the ground floor equipment racks; the pneumatic tube blower; ground floor men’s restroom; first floor biomed workshop; first floor lobby elevators 3 and 4; main lobby suspended gypsum board ceiling; buildout of the second floor ICU/CCU nurse station; second floor waiting area; third floor casework staging for installation; third floor atrium framing; scaffolding removal on the west side; ending with the Site View. The construction timeline was reviewed and Mr. Fayen noted that the construction is proceeding on time.

*CONSTRUCTION
REPORT
Construction Update*

Mary Bowron, Senior Director of Quality and Resource Management presented the Quality dashboard for the quarter ending September 2017 comparing WHHS statistics to State and National benchmarks. Venous Thromboembolism: No benchmarks were available. Stroke: Our performance was perfect for Discharge Meds to Prevent Clots and Stroke Education and better than State and National benchmarks for Rehab Assessment. Central Line Associated Bloodstream Infections: Our infection rate was higher than predicted. C-Difficile: We were higher than predicted for five of the past six quarters. Catheter Associated Urinary Tract Infections: We had more CAUTI events than predicted. MRSA Bloodstream Infections: We had no MRSA Bloodstream infections. Hospital Acquired VRE Infections: We had one VRE infection which was slightly higher than our internal benchmark. Surgical Site Infections: We had one infection following colon surgery which was equal to the predicted number of infections. We had no infections following abdominal hysterectomy which was below the predicted number of infections. Ms. Bowron reported that our pressure ulcer prevalence was below the CalNOC benchmark. Our moderate fall with injury rate was also below the CalNOC benchmark for the quarter.

*QUALITY REPORT:
Quality Dashboard
Quarter Ending
September 2017*

The National Patient Safety Goals were reviewed. The Hand Off Communication

was better than the Joint Commission Goal of 90% for the last quarter, as well as over the past two years. Patient Identification was at 100% compliance in the last quarter. The Procedure Time Out was slightly below the goal of 100% compliance. Hand Hygiene was at 99.1% and it was noted that since implementation of this tool in 2014, we have consistently performed better than the goal of 90%.

We had a lower percent of 30-day medicare pneumonia readmissions compared to the CMS national benchmark (7.3% versus 16.9%) as well as 30-day CHF readmissions (16.9% versus 21.6%). Our 30-day readmission rate for AMI discharges was lower than the CMS benchmark (13.9% versus 16.3%).

Chris Henry, Chief Financial Officer, presented the Finance Report for September 2017. The average daily census was 164.9 with admissions of 1,048 resulting in 4,948 patient days. Outpatient observation equivalent days were 143. The average length of stay was 4.61 days. The case mix index was 1.523. Deliveries were 130. Surgical cases were 345. Joint Replacement cases were 128. Neurosurgical cases were 20. Cardiac Surgical cases were 9. The Outpatient visits were 7,059 and Emergency visits were 4,309. Total productive FTEs were 1,438.4. FTEs per adjusted occupied bed were 6.59.

FINANCE REPORT

Nancy Farber presented the Hospital Operations Report for October 2017. Preliminary information indicated gross revenue for the month of October at approximately \$162,620,000. The Average Length of Stay of 4.68 and there were 4,777 patient days. There were 337 Surgical Cases and 313 Cath Lab procedures at the Hospital. Deliveries for October were 140. Non-Emergency Outpatient visits were 7,741. FTEs per Adjusted Occupied Bed were 6.76. The Washington Outpatient Surgery Center had 487 cases and the clinics saw approximately 4,079 patients.

*HOSPITAL
OPERATIONS REPORT*

In accordance with District Law, Policies and Procedures, Director Danielson moved that the Board of Directors authorize the Chief Executive Officer to proceed with the purchase of hardware, software and implementation services for the Network Security Upgrade and Enhancements in an amount not to exceed \$657,194.00.

*CONSIDERATION OF
NETWORK SECURITY
UPGRADES AND
ENHANCEMENTS*

Director Wallace seconded the motion.

Roll call was taken:

William Nicholson, MD - aye
Bernard Stewart, DDS - aye
Michael Wallace - aye
Patricia Danielson, RHIT - aye
Jacob Eapen, MD - absent

The motion carried.

In accordance with District Law, Policies and Procedures, Director Danielson moved that the Board of Directors authorize the Chief Executive Officer to enter into the necessary contracts and proceed with the purchase of twenty-four R-series and four X-series defibrillators for Phase 1 of the Defibrillator Replacement Project for a total

*CONSIDERATION OF
DEFIBRILLATOR
REPLACEMENT
PROJECT (PHASE 1)*

amount not to exceed \$637,330.00.

Director Wallace seconded the motion.

Roll call was taken:

William Nicholson, MD - aye
Bernard Stewart, DDS - aye
Michael Wallace – aye
Patricia Danielson, RHIT – aye
Jacob Eapen, MD – absent

The motion carried.

In accordance with District Law, Policies and Procedures, Director Danielson moved for adoption of Resolution No. 1183 Budget Amendment for the Circulation of Morris Hyman Critical Care Pavilion Site. This will provide additional funding to complete additional scope of work, the redesign of Emergency Department access and circulation areas and the redesigned corridor and improved loading dock area for an amount not to exceed \$7,154,152.00 and directs the Chief Executive Officer to execute contractual documents to complete this project.

*CONSIDERATION OF
RESOLUTION No. 1183
TO AMEND THE
BUDGET FOR THE
MORRIS HYMAN
CRITICAL CARE
PAVILION*

Director Wallace seconded the motion.

Roll call was taken:

William Nicholson, MD - aye
Bernard Stewart, DDS - aye
Michael Wallace – aye
Patricia Danielson, RHIT – aye
Jacob Eapen, MD – absent

The motion carried.

In accordance with District Law, Policies and Procedures, Director Danielson moved that the Board of Directors authorize the Chief Executive Officer to enter into the necessary contracts and proceed with the purchase of the ICU Progressa Bed in an amount not to exceed \$49,894.57.

*CONSIDERATION OF
SPECIALTY BED FOR
CRITICAL CARE*

Director Wallace seconded the motion.

Roll call was taken:

William Nicholson, MD - aye
Bernard Stewart, DDS - aye
Michael Wallace – aye
Patricia Danielson, RHIT – aye
Jacob Eapen, MD – absent

The motion carried.

In accordance with District Law, Policies and Procedures, Director Danielson moved that the Board of Directors authorize the Chief Executive Officer to enter into the necessary contracts and proceed with the purchase of the Mizuho/OSI Hana Table in an amount not to exceed \$90,700.70.

*CONSIDERATION OF
HANA TABLE FOR
ANTERIOR HIPS*

Director Wallace seconded the motion.

Roll call was taken:

William Nicholson, MD - aye
Bernard Stewart, DDS - aye
Michael Wallace – aye
Patricia Danielson, RHIT – aye
Jacob Eapen, MD – absent

The motion carried.

In accordance with Health & Safety Code Sections 1461, 1462 and 32106 and Government Section 54954.5(h) Director Nicholson adjourned the meeting to closed session at 7:47 pm, as the discussion pertained to Hospital trade secrets, Human Resources matters, and Risk Management.

*ADJOURN TO CLOSED
SESSION*

Director Nicholson reconvened the meeting to open session at 8:08 pm and reported no action was taken in closed session.

*RECONVENE TO OPEN
SESSION & REPORT ON
CLOSED SESSION*

There being no further business, Director Nicholson adjourned the meeting at 8:08 pm.

ADJOURNMENT

William Nicholson, MD
President

Patricia Danielson, RHIT
Secretary

A meeting of the Board of Directors of the Washington Township Health Care District was held on Wednesday, November 20, 2017 in the Board Room, 2000 Mowry Avenue, Fremont, California. Director Nicholson called the meeting to order at 6:02 p.m. and led those present in the Pledge of Allegiance.

CALL TO ORDER

Roll call was taken. Directors present: William Nicholson, MD; Bernard Stewart, DDS; Patricia Danielson, RHIT; Jacob Eapen, MD
Excused: Michael Wallace

ROLL CALL

Also present: Nancy Farber, Chief Executive Officer; Chris Henry, Sr. Associate Administrator; Kimberly Hartz, Sr. Associate Administrator; Bryant Welch, Associate Administrator; Tina Nunez, Associate Administrator; Paul Kozachenko, Attorney; John Lee, CIO; Jon Moses, NorthGauge Healthcare Advisors; Albert Brooks MD; Hayden Gallery, Cambridge Investments; Dee Antonio, District Clerk

There were no oral communications.

COMMUNICATIONS

There were no written communications.

In accordance with Health & Safety Code Sections 32106 and California Government Code 54957, Director Nicholson adjourned the meeting to closed session at 6:01 p.m., as the discussion pertained to Hospital trade secrets, personnel matters, and Conference with Legal Counsel regarding existing litigation pursuant to California Government Code Section 54956.9.

ADJOURN TO CLOSED SESSION

Director Nicholson reconvened the meeting to open session at 8:05.p.m. and reported no reportable action was taken in closed session.

RECONVENE TO OPEN SESSION & REPORT ON CLOSED SESSION

In accordance with District Law, Policies and Procedures, Director Danielson moved for the denial of a claim presented on October 26, 2017 on behalf of Shu Min Huang and that the Chief Executive Officer be directed to provide notice in accordance with government code section 94956.

CONSIDERATION OF CLAIM: SHU MIN HUANG

Director Stewart seconded the motion.

Roll call was taken:

William Nicholson, MD – aye
Bernard Stewart, DDS – aye
Michael Wallace – absent
Patricia Danielson, RHIT – aye
Jacob Eapen, MD – aye

The motion carried.

There being no further business, Director Nicholson adjourned the meeting at 8:08 p.m.

ADJOURNMENT

William Nicholson, MD
President

Patricia Danielson, RHIT
Secretary

A meeting of the Board of Directors of the Washington Township Health Care District was held on Monday, November 27, 2017 in the Board Room, Washington Hospital, 2000 Mowry Avenue, Fremont, California. Director Nicholson called the meeting to order at 7:30 a.m.

CALL TO ORDER

Roll call was taken. Directors present: William Nicholson, MD; Bernard Stewart DDS
Excused: Patricia Danielson, RHIT; Michael Wallace; Jacob Eapen, MD

ROLL CALL

Also present: Timothy Tsoi, MD; Kranthi Achanta, MD; Peter Lunny, MD; Jan Henstorf, MD; Albert Brooks, MD; Nancy Farber, Chief Executive Officer; John Romano, MD; Stephanie Williams, Associate Administrator

There were no oral or written communications.

COMMUNICATIONS

Director Nicholson adjourned the meeting to closed session at 7:30 a.m. as the discussion pertained to Medical Audit and Quality Assurance Matters pursuant to Health & Safety Code Sections 1461 and 32155.

ADJOURN TO CLOSED SESSION

Director Nicholson reconvened the meeting to open session at 9:00 a.m. and reported no reportable action was taken in closed session.

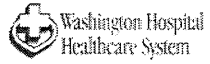
RECONVENE TO OPEN SESSION & REPORT ON CLOSED SESSION

There being no further business, the meeting was adjourned at 9:00 a.m.

ADJOURNMENT

William Nicholson, MD
President

Patricia Danielson, RHIT
Secretary



WASHINGTON HOSPITAL
INDEX TO BOARD FINANCIAL STATEMENTS
October 2017

<u>Schedule Reference</u>	<u>Schedule Name</u>
Board - 1	Statement of Revenues and Expenses
Board - 2	Balance Sheet
Board - 3	Operating Indicators



Memorandum

DATE: December 7, 2017
TO: Board of Directors
FROM: Nancy Farber
SUBJECT: Washington Hospital – October 2017
Operating & Financial Activity

SUMMARY OF OPERATIONS – (Blue Schedules)

1. Utilization – Schedule Board 3

<u>ACUTE INPATIENT:</u>	<u>October Actual</u>	<u>Budget</u>	<u>Current 12 Month Avg.</u>
Average Daily Census	154.1	150.8	169.5
# of Admissions	1,035	929	1,049
Patient Days	4,777	4,674	5,151
Discharge ALOS	4.68	5.03	4.86

<u>OUTPATIENT:</u>	<u>October Actual</u>	<u>Budget</u>	<u>Current 12 Month Avg.</u>
OP Visits	7,736	6,982	7,039
ER Visits	4,362	4,408	4,457
Observation Equivalent Days – OP	141	198	172

Comparison of October acute inpatient statistics to those of the budget showed a higher level of admissions and a higher level of patient days. The average length of stay (ALOS) based on discharged days was below budget. Outpatient visits were higher than budget. Emergency Room visits were below budget for the month.

2. Staffing – Schedule Board 3

Total paid FTEs were 15.9 above budget. Total productive FTEs for October were 1250.9, 19.0 above the budgeted level of 1231.9. Nonproductive FTEs were 3.1 below budget. Productive FTEs per adjusted occupied bed were 5.99, 0.13 above the budgeted level of 5.86. Total FTEs per adjusted occupied bed were 6.76, 0.12 above the budgeted level of 6.64.

3. Income - Schedule Board 1

For the month of October the Hospital realized income of \$1,152,000 from operations.

Total Gross Patient Service Revenue of \$162,620,000 for October was 1.8% below budget.

Deductions from Revenue of \$122,182,000 represented 75.13% of Total Gross Patient Service Revenue. This percentage is below the budgeted amount of 76.64%, primarily due to improvements in actual inpatient governmental reimbursement rates.

Total Operating Revenue of \$40,918,000 was \$1,698,000 (4.3%) above the budget.

Total Operating Expense of \$39,766,000 was \$1,380,000 (3.6%) above the budgeted amount.

The Total Non-Operating Income of \$1,446,000 for the month includes an unrealized loss on investments of \$236,000 and property tax revenue of \$1,356,000.

The Total Net Income for October was \$2,598,000, which was \$4,000 less than the budgeted income of \$2,602,000.

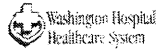
The Total Net Income for October using FASB accounting principles, in which the unrealized loss on investments and property tax revenues are removed from the non-operating income and expense, was \$1,478,000 compared to budgeted income of \$1,247,000.

4. **Balance Sheet – Schedule Board 2**

There were no noteworthy changes in assets and liabilities when compared to September 2017.

NANCY FARBER
Chief Executive Officer

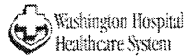
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**WASHINGTON HOSPITAL
STATEMENT OF REVENUES AND EXPENSES
October 2017
GASB FORMAT
(In thousands)**

<u>October</u>				<u>YEAR TO DATE</u>					
<u>ACTUAL</u>	<u>BUDGET</u>	<u>FAV (UNFAV) VAR</u>	<u>% VAR.</u>		<u>ACTUAL</u>	<u>BUDGET</u>	<u>FAV (UNFAV) VAR</u>	<u>% VAR.</u>	
				1	OPERATING REVENUE				
\$ 120,091	\$ 118,821	\$ 1,270	1.1%	2	INPATIENT REVENUE	\$ 482,549	\$ 481,848	\$ 701	0.1%
42,529	46,736	(4,207)	-9.0%	3	OUTPATIENT REVENUE	165,960	178,810	(12,850)	-7.2%
162,620	165,557	(2,937)	-1.8%	4	TOTAL PATIENT REVENUE	648,509	660,658	(12,149)	-1.8%
(122,182)	(126,891)	4,709	3.7%	5	CONTRACTUAL ALLOWANCES	(491,264)	(507,260)	15,996	3.2%
75.13%	76.64%			6	CONTRACTUAL AS % OF REVENUE	75.75%	76.78%		
40,438	38,666	1,772	4.6%	7	NET PATIENT REVENUE	157,245	153,398	3,847	2.5%
480	554	(74)	-13.4%	8	OTHER OPERATING INCOME	1,891	2,125	(234)	-11.0%
40,918	39,220	1,698	4.3%	9	TOTAL OPERATING REVENUE	159,136	155,523	3,613	2.3%
				10	OPERATING EXPENSES				
16,207	15,984	(223)	-1.4%	11	SALARIES & WAGES	64,395	63,623	(772)	-1.2%
6,613	5,627	(986)	-17.5%	12	EMPLOYEE BENEFITS	24,928	23,265	(1,663)	-7.1%
4,413	4,512	99	2.2%	13	SUPPLIES	16,922	18,100	1,178	6.5%
4,677	4,399	(278)	-6.3%	14	PURCHASED SERVICES & PROF FEES	18,957	18,046	(911)	-5.0%
1,411	1,464	53	3.6%	15	INSURANCE, UTILITIES & OTHER	5,752	6,179	427	6.9%
3,067	2,980	(87)	-2.9%	16	PROVISION FOR DOUBTFUL ACCOUNTS	13,368	11,892	(1,476)	-12.4%
2,807	2,807	-	0.0%	17	DEPRECIATION	11,061	11,061	-	0.0%
571	613	42	6.9%	18	INTEREST EXPENSE	2,631	2,516	(115)	-4.6%
39,766	38,386	(1,380)	-3.6%	19	TOTAL OPERATING EXPENSE	158,014	154,682	(3,332)	-2.2%
1,152	834	318	38.1%	20	OPERATING INCOME (LOSS)	1,122	841	281	33.4%
2.82%	2.13%			21	OPERATING INCOME MARGIN %	0.71%	0.54%		
				22	NON-OPERATING INCOME & (EXPENSE)				
283	292	(9)	-3.1%	23	INVESTMENT INCOME	1,067	1,132	(65)	-5.7%
(1)	-	(1)	0.0%	24	REALIZED GAIN/(LOSS) ON INVESTMENTS	(27)	-	(27)	0.0%
228	305	(77)	-25.2%	25	RENTAL INCOME, NET	951	1,222	(271)	-22.2%
(184)	(184)	-	0.0%	26	AMORTIZATION OF INTANGIBLE ASSETS	(737)	(737)	-	0.0%
1,356	1,355	1	0.1%	27	PROPERTY TAX REVENUE	5,412	5,398	14	0.3%
(236)	-	(236)	0.0%	28	UNREALIZED GAIN/(LOSS) ON INVESTMENTS	(309)	-	(309)	0.0%
1,446	1,768	(322)	-18.2%	29	TOTAL NON-OPERATING INCOME & EXPENSE	6,357	7,015	(658)	-9.4%
\$ 2,598	\$ 2,602	\$ (4)	-0.2%	30	NET INCOME (LOSS)	\$ 7,479	\$ 7,856	\$ (377)	-4.8%
6.35%	6.63%			31	NET INCOME MARGIN %	4.70%	5.05%		
				32	NET INCOME (LOSS) USING FASB PRINCIPLES**	\$ 2,376	\$ 2,458	\$ (82)	-3.3%
3.61%	3.18%				NET INCOME MARGIN %	1.49%	1.58%		

**NET INCOME (FASB FORMAT) EXCLUDES PROPERTY TAX INCOME AND UNREALIZED GAIN/(LOSS) ON INVESTMENTS

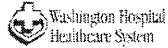


**WASHINGTON HOSPITAL
BALANCE SHEET**

October 2017
(In thousands)

SCHEDULE BOARD 2

ASSETS AND DEFERRED OUTFLOWS			LIABILITIES, NET POSITION AND DEFERRED INFLOWS				
	October 2017	Audited JUNE 2017		October 2017	Audited JUNE 2017		
CURRENT ASSETS			CURRENT LIABILITIES				
1	CASH & CASH EQUIVALENTS	\$ 38,802	\$ 49,180	1	CURRENT MATURITIES OF LT OBLIG	\$ 7,239	\$ 5,306
2	ACCOUNTS REC NET OF ALLOWANCES	55,516	61,160	2	ACCOUNTS PAYABLE	33,589	42,211
3	OTHER CURRENT ASSETS	11,833	7,728	3	OTHER ACCRUED LIABILITIES	52,736	55,681
4	TOTAL CURRENT ASSETS	106,151	118,068	4	INTEREST	7,664	10,245
				5	TOTAL CURRENT LIABILITIES	101,228	113,443
ASSETS LIMITED AS TO USE			LONG-TERM DEBT OBLIGATIONS				
6	BOARD DESIGNATED FOR CAPITAL AND OTHER	169,836	141,155	6	REVENUE BONDS AND OTHER	232,055	238,414
7	GENERAL OBLIGATION BOND FUNDS	48,367	73,744	7	GENERAL OBLIGATION BONDS	339,252	340,646
8	REVENUE BOND FUNDS	47,133	46,956				
9	BOND DEBT SERVICE FUNDS	8,925	24,812	OTHER LIABILITIES			
10	OTHER ASSETS LIMITED AS TO USE	15,452	15,427	10	NET PENSION LIABILITY	64,496	61,754
11	TOTAL ASSETS LIMITED AS TO USE	289,713	302,094	11	WORKERS' COMP	9,002	8,671
				12	SUPPLEMENTAL MEDICAL RETIREMENT	42,226	41,235
13	OTHER ASSETS	161,952	156,106				
14	NET PROPERTY, PLANT & EQUIPMENT	681,275	668,477	14	NET POSITION	472,748	465,268
15	TOTAL ASSETS	\$ 1,239,091	\$ 1,244,745	15	TOTAL LIABILITIES AND NET POSITION	\$ 1,261,007	\$ 1,269,431
16	DEFERRED OUTFLOWS	28,601	33,232	16	DEFERRED INFLOWS	6,685	8,546
17	TOTAL ASSETS AND DEFERRED OUTFLOWS	\$ 1,267,692	\$ 1,277,977	17	TOTAL LIABILITIES, NET POSITION AND DEFERRED INFLOWS	\$ 1,267,692	\$ 1,277,977



**WASHINGTON HOSPITAL
OPERATING INDICATORS
October 2017**

12 MONTH AVERAGE	October						YEAR TO DATE				
	ACTUAL	BUDGET	FAV (UNFAV) VAR	% VAR.			ACTUAL	BUDGET	FAV (UNFAV) VAR	% VAR.	
169.5	154.1	150.8	3.3	2%	1						
5.6	4.5	6.4	(1.9)	-30%	2						
10.0	10.0	10.3	(0.3)	-3%	3						
185.1	168.6	167.5	1.1	1%	4						
4.1	4.2	6.2	(2.0)	-32%	5						
5,151	4,777	4,674	103	2%	6						
1,049	1,035	929	106	11%	7						
4.86	4.68	5.03	(0.35)	-7%	8						
1.509	1.451	1.531	(0.080)	-5%	9						
137	132	128	4	3%	10						
25	27	23	4	17%	11						
11	9	14	(5)	-36%	12						
192	169	202	(33)	-16%	13						
365	337	367	(30)	-8%	14						
349	313	338	(25)	-7%	15						
141	140	145	(5)	-3%	16						
7,039	7,741	6,982	759	11%	17						
4,457	4,362	4,408	(46)	-1%	18						
1,250.4	1,250.9	1,231.9	(19.0)	-2%	19						
177.6	160.1	163.2	3.1	2%	20						
1,428.0	1,411.0	1,395.1	(15.9)	-1%	21						
5.57	5.99	5.86	(0.13)	-2%	22						
6.37	6.76	6.64	(0.12)	-2%	23						
PATIENTS IN HOSPITAL											
						ADULT & PEDS AVERAGE DAILY CENSUS	152.5	152.1	0.4	0%	
						OUTPT OBSERVATION AVERAGE DAILY CENSUS	4.6	6.6	(2.0)	-30%	
						WELLBORN NURSERY AVERAGE DAILY CENSUS	9.6	11.1	(1.5)	-14%	
						TOTAL	166.7	169.8	(3.1)	-2%	
						SPECIAL CARE NURSERY AVERAGE DAILY CENSUS *	4.4	4.8	(0.4)	-8%	
						ADULT & PEDS PATIENT DAYS	18,754	18,708	46	0%	
						ADMISSIONS-ADULTS & PEDS	4,074	3,771	303	8%	
						AVERAGE LENGTH OF STAY-ADULTS & PEDS	4.56	4.96	(0.40)	-8%	
OTHER KEY UTILIZATION STATISTICS											
						OVERALL CASE MIX INDEX (CMI)	1.495	1.531	(0.036)	-2%	
SURGICAL CASES											
						JOINT REPLACEMENT CASES	505	528	(23)	-4%	
						NEURO SURGICAL CASES	102	101	1	1%	
						CARDIAC SURGICAL CASES	41	47	(6)	-13%	
						GENERAL SURGICAL CASES	686	777	(91)	-12%	
						TOTAL SURGICAL CASES	1,334	1,453	(119)	-8%	
						TOTAL CATH LAB PROCEDURES	1,366	1,299	67	5%	
						DELIVERIES	565	615	(50)	-8%	
						OUTPATIENT VISITS	29,344	28,396	948	3%	
						EMERGENCY VISITS	17,190	17,372	(182)	-1%	
LABOR INDICATORS											
						PRODUCTIVE FTE'S	1,229.2	1,218.5	(10.7)	-1%	
						NON PRODUCTIVE FTE'S	184.0	191.7	7.7	4%	
						TOTAL FTE'S	1,413.2	1,410.2	(3.0)	0%	
						PRODUCTIVE FTE/ADJ. OCCUPIED BED	6.00	5.84	(0.16)	-3%	
						TOTAL FTE/ADJ. OCCUPIED BED	6.90	6.76	(0.14)	-2%	

* included in Adult and Peds Average Daily Census



GONSALVES & KOZACHENKO

ATTORNEYS AT LAW

MEMORANDUM

DATE: December 8, 2017

FROM: Paul Kozachenko, District Counsel

TO: Board of Directors
Washington Township Health Care District

CC: Nancy Farber, Chief Executive Officer
Ed Fayen, Senior Associate Administrator

RE: Fifteen-month extension for previously granted Temporary Construction Easement

In 2014, the City of Fremont made a formal offer to the District to acquire non-exclusive easements on District property at 39101 Civic Center Drive and 2500-2780 Mowry Avenue in connection with the Fremont City Center Multi-Modal Improvement Phase II Project (the "Project"). This Project was part of the ongoing implementation of the Fremont Downtown Community Plan.

Specifically, the City wanted to acquire:

1. Pedestrian Pathway Easement over 2,623 square feet of real property;
2. Two Pedestrian and Bicycle Pathway Easements over a total of 9,811 square feet of real property; and
3. A Temporary Construction Easement over a total of 8,429 square feet of real property.

The City required the easements for its Project. The City maintained that the City could acquire the easements through the exercise of the power of eminent domain. Both the District and the City recognized the expense, time, effort and risk to both the District and the City in resolving a potential dispute over compensation for the easements by eminent domain litigation. Therefore, the parties reached an agreement whereby the City paid \$107,000 for the easements ("Purchase Price"). The Board approved the transaction by motion at its meeting on September 21, 2015.

In a letter dated November 2, 2017, the City's Right of Way Agent, Eva Chi Wah Ip, indicated that the City would need to extend the term of the Temporary Construction Easement ("TCE") for up to 15 months, from November 1, 2017 through January 31, 2019. To compensate the

District for the extension, the City has made a formal offer to pay the District \$35,600 for the TCE in the form of \$30,977 in cash and \$4,533 in value for Contributory Improvements within the TCE. The City's offer is in conformance with the California Code of Civil Procedure (related to the Eminent Domain Law).

As a reminder, the TCE covers a total of 8,429 square feet and runs along the roadway within the Raley's shopping center on the south-eastern boundary of the District's property (see Exhibit 1).

In its November 2, 2017 letter, the City has offered to reimburse the District up to \$5,000 to obtain an independent appraisal (as required by law). After review of the Appraisal, the sum offered for the 15-month extension appears to be representative of fair market value. As this is merely an extension of time for a temporary construction easement, we do not believe requiring an independent appraisal is necessary or warranted.

The proposed Right of Way Agreement and Proposed Grant of Temporary Construction Easement mirror the terms of the prior executed agreement and easement except for the extension of the term to January 31, 2019.

For your reference, the following are attached:

- Exhibit 1: Plan showing location of TCE
- Exhibit 2: November 2, 2017 Letter from Eva Chi Wah Ip to Ed Fayan
- Exhibit 3: Appraisal
- Exhibit 4: Proposed Right of Way Agreement
- Exhibit 5: Proposed Grant of Temporary Construction Easement

If the District decides to proceed with accepting the City's offer, we recommend adoption of the following motion:

In accordance with District Law, Policies and Procedures, the Board of Directors authorizes the Chief Executive Officer to execute a Right of Way Agreement (including the grant of the Temporary Construction Easement) for the period November 1, 2017 through January 31, 2019 between the District and the City of Fremont in a form substantially as described in this Memorandum to the Board of Directors; in addition, the Chief Executive Officer is authorized to take any and all further actions which, in the determination of the Chief Executive Officer, are necessary to accomplish the foregoing.

Alternatively, the District can direct the Chief Executive Officer to obtain an appraisal and to bring this item back to the Board at a future meeting once the results of the independent appraisal are available.



Public Works Department
39550 Liberty Street, P.O. Box 5006, Fremont, CA 94537-5006
42551 Osgood Road, Fremont, CA 94539 (Maintenance Center)
www.fremont.gov

November 2, 2017

Mr. Edward J. Fayen
Sr. Associate Administrator
Washington Hospital Healthcare System
2000 Mowry Avenue
Fremont, CA 94538

RE: Acquisition Offer (New Temporary Construction Easement)
Fremont City Center Multi-Modal Improvements
Bicycle & Pedestrian Improvements – Gateway Plaza and to BART Way (PWC8868)
Washington Township Hospital District
39101 Civic Center Drive and 2500 to 2780 Mowry Avenue
Portions of APN: 507-0465-001-23

Dear Mr. Fayen:

As you may recall, the City acquired a Temporary Construction Easement (TCE) for the Bicycle and Pedestrian Improvements Project at Gateway Plaza in 2015. This temporary easement has since expired per the California Department of Transportation (Caltrans) even it has never been activated. In order to comply with Caltrans' new policy on TCE, the City needs to acquire a new temporary easement for Project construction, which is anticipated to begin in spring of 2018. The duration for this new TCE is 15 months from November 1, 2017 to January 31, 2019, but the actual construction time will be around six months.

The City retained Smith & Associates, Real Estate Appraisers and Consultants, to appraise the new TCE. The City's Real Property staff reviewed the appraisal and obtained authorization from City Council to make an offer to you.

City of Fremont hereby submits a formal offer to you for the acquisition of a temporary construction easement required for the Project. The following is a list of documents that accompany with this letter:

1. Right of Way Agreements
(Two counterparts. Please sign and return both to City)
2. Appraisal Summary Statement and Summary of the Basis for Just Compensation
(pursuant to Government Code 7267.2).
(For your information)
3. Grant of Temporary Construction Easement
(Please sign and return. Signature notarization is required.)



4. Title VI
(Optional survey)
5. Acquisition brochure: When the City acquires your property
(For your information)

The City's offer is made in accordance with the requirements of California Code of Civil Procedure §7267.2 of the Government Code and represents the value of the property interests proposed to be acquired as determined by an independent state licensed and certified appraiser. This offer is contingent upon ratification by the City Council board through execution of a contract of acquisition or adoption of a resolution of necessity or both.

In addition, pursuant to California Code of Civil Procedure §1263.025, as effective on January 1, 2007, the City of Fremont is required to offer to reimburse a property owner for the reasonable cost of an independent appraisal (up to \$5,000) ordered by the property owner, if the City plans to acquire the needed property rights by eminent domain proceedings in the case that a negotiated settlement cannot be reached. The following conditions must be met in order to qualify for reimbursement:

1. The independent appraisal must be conducted by an appraiser licensed by the California Office of Real Estate Appraisers.
2. You, as the owner of the property, may select the appraiser, and are responsible for ordering and paying for the appraisal. The City will not be a party to the agreement for this appraisal.
3. Costs incurred to prepare the appraisal must be well documented and justified in order to be eligible for reimbursement.
4. Requests for reimbursement (not to exceed \$5,000.00) of appraisal costs must be made in writing, and submitted to:

City of Fremont
Real Property, Public Works Department
39550 Liberty Street
Fremont, CA 94538
Attention: Eva Ip, Real Property Agent

To assure prompt payment, the request for reimbursement shall be submitted within 90 days from the date you pay the appraiser.

5. A copy of the agreement with the appraiser, a detailed invoice for completed work by the appraiser, proof of payment (such as copy of the cancelled check or credit card statement), and a copy of the appraisal (conclusions of value may be deleted or

redacted from the appraisal), shall be included with the submission of the reimbursement request.

You have 30 days to consider this offer. If it is agreeable, please sign, notarize and return the documents noted above to my attention. The fees for notary services are reimbursable. Please submit the receipt with the signed documents for reimbursement.

Please feel free to contact me should you have questions regarding this matter. I can be reached at (510) 494-4771 or via email at eip@fremont.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Eya Chi Wah Ip". The signature is fluid and cursive, with a long horizontal stroke at the beginning.

Eya Chi Wah Ip, SR/WA
Real Property Agent

**CITY OF FREMONT
APPRAISAL SUMMARY STATEMENT AND
SUMMARY OF THE BASIS FOR JUST COMPENSATION**
(Pursuant to Government Code Section 7267.2)

Each property owner from whom the CITY purchases real property or an interest therein, or each tenant owning improvements on said property, is provided with a statement summarizing the transaction. In this connection the following summary is provided to you:

BASIC PROPERTY DATA

PROJECT: Fremont City Center Multi-Modal Improvements - Phase II - Bike and Pedestrian Improvements to BART Station (PWC 8868)

OWNER: Washington Township Health Care District

APN: 507-0465-001-23

PROPERTY LOCATION: 39101 Civic Center Drive and 2500-2780 Mowry Avenue

ZONING: City Center – Urban Office

GENERAL PLAN: Commercial – City Center

BUSINESS DISTRICT: Downtown (CBD)

PRESENT USE: Retail and Hospital

HIGHEST AND BEST USE[Ⓞ]: Current Use

TOTAL LAND AREA: 14.44 Acres

PROPERTY RIGHTS PROPOSED TO BE ACQUIRED: Temporary Construction Easements: ±8,429 s.f.

DATE OF THIS VALUATION: July 28, 2017

It is understood that all buildings, structures, and other improvements affixed to the real property being acquired and owned by the grantor(s) herein, are being conveyed unless other disposition of these improvements has been made.

CITY OF FREMONT
APPRAISAL SUMMARY STATEMENT AND
SUMMARY OF THE BASIS FOR JUST COMPENSATION
(Pursuant to Government Code Section 7267.2)

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CITY OF FREMONT
APPRAISAL SUMMARY STATEMENT AND
SUMMARY OF THE BASIS FOR JUST COMPENSATION
(Pursuant to Government Code Section 7267.2)

California Code of Civil Procedure Section 1263.320 defines fair market value as follows:

- a.) Fair market value is defined as the highest price that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for doing so, nor obliged to sell, and a buyer, being ready, willing and able to buy but under no particular necessity for doing so, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.
- b.) The fair market value of property taken for which there is no relevant market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

BASIS OF VALUATION

The just compensation being offered is the full amount believed by the CITY to be just compensation for the property, and is not less than the fair market value of the property as determined on the basis of the approved appraisal.

This amount disregards any increase or decrease in the fair market value of the property caused by the project for which the property is to be acquired or by the likelihood that the property would be acquired for such project, other than that due to physical deterioration within the reasonable control of the owner.

Where appropriate, recent sales of comparable properties, income data and depreciated replacement costs are utilized. Principal transactions of comparable properties, where evaluated, are included herein. Full consideration is given to the highest and best use of the property, and to all features inherent in the property, including, but not limited to, zoning, development potential and the income the property is capable of producing.

CITY OF FREMONT
APPRAISAL SUMMARY STATEMENT AND
SUMMARY OF THE BASIS FOR JUST COMPENSATION
(Pursuant to Government Code Section 7267.2)

SUMMARY OF ACQUISITION VALUE

This summary of the basis of the amount established as just compensation is presented in compliance with Federal and State law. The market value for the property to be acquired is based upon an appraisal prepared by a certified appraiser, and is in accordance with accepted appraisal principles and procedures.

Acquisition Value

<u>Temporary Easement</u>	
Land Value of Temporary Construction Easement (TCE)	\$ 30,977
<i>8,429 s.f. × \$42/s.f. × 7% × 15 months</i>	
Contributory Improvements within TCE	\$ 4,533
<i>4" Rock Base, Paving, Small Shrubs, Large Trees, Sprinkler</i>	
<i>\$51,806 × 7% × 15 months</i>	
Severance Damages ^③	\$ 0
Benefits ^④	\$ 0
Net Damages	<u>\$ 0</u>
Total Fair Market Value: =	\$ 35,510
Just Compensation for Acquisition (Rounded):	<u>\$ 35,600</u>

CITY OF FREMONT
APPRAISAL SUMMARY STATEMENT AND
SUMMARY OF THE BASIS FOR JUST COMPENSATION
(Pursuant to Government Code Section 7267.2)

**THE FOLLOWING APPRAISAL APPROACHES WERE CONSIDERED IN DERIVING
THE MARKET VALUE OF THE ENTIRE PROPERTY.**

The Three Appraisal Approaches:

1. The Sales Comparison Approach is to compare the subject property to other similar or reasonably similar properties that have sold recently. Data for generally comparable properties are used and comparisons are made to demonstrate a probable price at which the subject property would sell if offered on the market. This is a good indication of value assuming the market data considered is recent and reliable.

Sales Comparison Approach Is applicable

2. The Cost Approach is based in part on a replacement cost new of improvements less depreciation. Cost information was obtained from cost service publications and/or knowledgeable vendors.

Cost Approach Is Not Applicable

3. The Income Approach is based on an analysis of income and expenses to the property.

Income Approach Is Not Applicable

SUMMARY OF THE BASIS FOR JUST COMPENSATION

Narrative Summary of the valuation process supporting compensation:

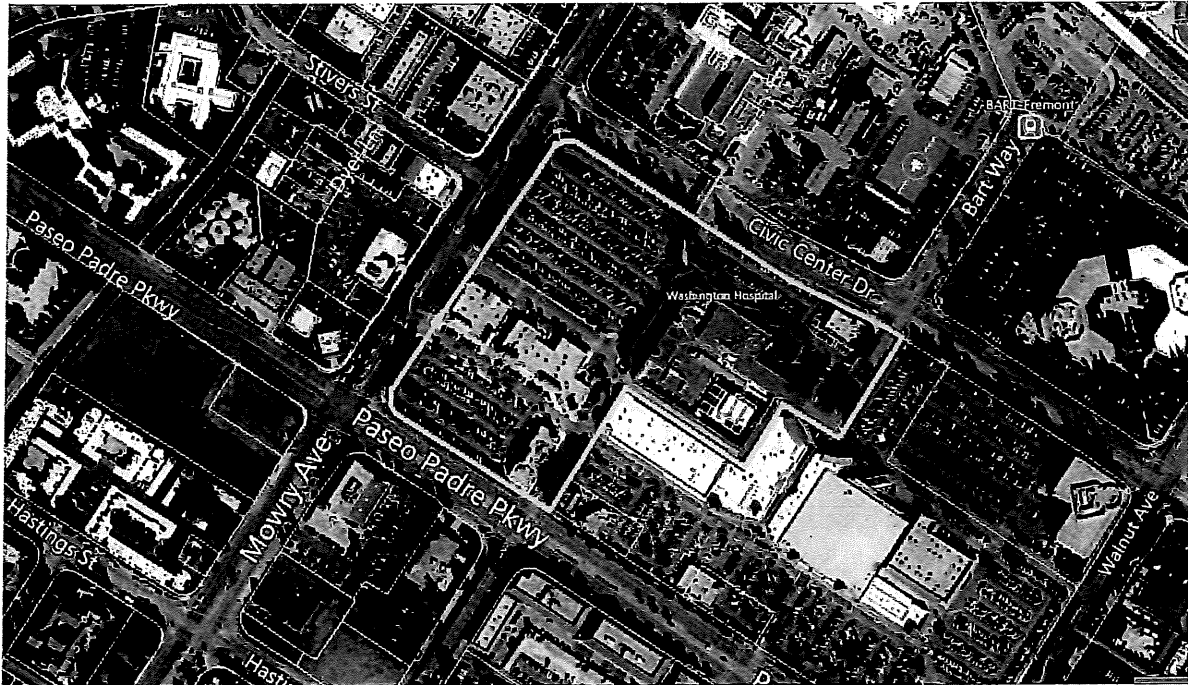
The City Center Multi-Modal Improvements Project is an extension of the Downtown Community Plan and the desire to have increased traffic via foot, bike and car (and eventually, a shuttle or trolley) that will help support commercial and mixed-use development within the district. The proposed Street and Block Plan for downtown will create smaller, more walkable block sizes; narrower, more frequent through streets adjacent to new public open spaces; a recognizable hierarchy of streets, and a more gateway entry points into the Downtown District. The Plan will also create a new "Main Street" by extending Capitol Avenue west to Fremont Boulevard, linking the Hub Shopping Center to the west to the Gateway Plaza Shopping Center to the east, creating a significant City Center retail spine.

To achieve the above visions, the following right of way is required from the subject property: a fifteen-month Temporary Construction Easement of 8,429 square feet.

CITY OF FREMONT
APPRAISAL SUMMARY STATEMENT AND
SUMMARY OF THE BASIS FOR JUST COMPENSATION
(Pursuant to Government Code Section 7267.2)

1. The Site

The subject is north of the Downtown District, and is part of Gateway Plaza on Paseo Padre Parkway. The subject site is an irregular-shaped 14.44-acre parcel, adjacent to the shopping center known as Gateway Plaza. It is level and at street grade, with frontage on Paseo Padre Parkway, Mowry Avenue, and Civic Center Drive.



Site Improvements

It is improved as a hospital with multiple smaller retail stores and pads in the southern half of the property. The rest is paved parking and circulation or pedestrian sidewalks. There are shared access and joint parking agreements for all businesses. None of the buildings and hospital parking will be affected by the Project, so the appraiser did not inspect the building improvements, but focused on the value of the land and any site improvements that will be taken.

2. General Plan & Zoning

The General Plan land use for the subject parcel is Commercial – City Center. The Zoning District is City Center – Urban Office (CC-UO).

3. Highest and Best Use^①

Because the current use is legal and conforming, and financially productive, the current use is considered to be representative of the highest and best use as improved.

CITY OF FREMONT
APPRAISAL SUMMARY STATEMENT AND
SUMMARY OF THE BASIS FOR JUST COMPENSATION
(Pursuant to Government Code Section 7267.2)

A. APPRAISAL METHODOLOGY

Sales Comparison Approach

As mentioned earlier, the proposed acquisitions will not affect the existing buildings, so the appraiser focused on the underlying land and site improvements. In this case, the applicable approach to value to produce credible appraisal results is the Sales Comparison Approach. The Cost and Income Approaches are not used by buyers for land value.

As Vacant (Land Only)

The most common way of estimating land value is the Sales Comparison Approach in which recent sales or offerings of vacant land similar to the subject are gathered and analyzed. Typically, the values indicated by the comparable transactions are reduced to a unit of comparison such as sales price per lot or square foot of land area, or price per square foot of developable building area.

The appraiser searched Fremont and neighboring cities for land sales within the past few years. The comparable land sales shown below are most similar to the subject property. All of them have been verified to the extent possible, generally with a buyer, seller, or broker involved in the transaction. Recorded deeds have also been reviewed and City planners have been interviewed to determine appropriate land uses.

Comparable Land Sales Table

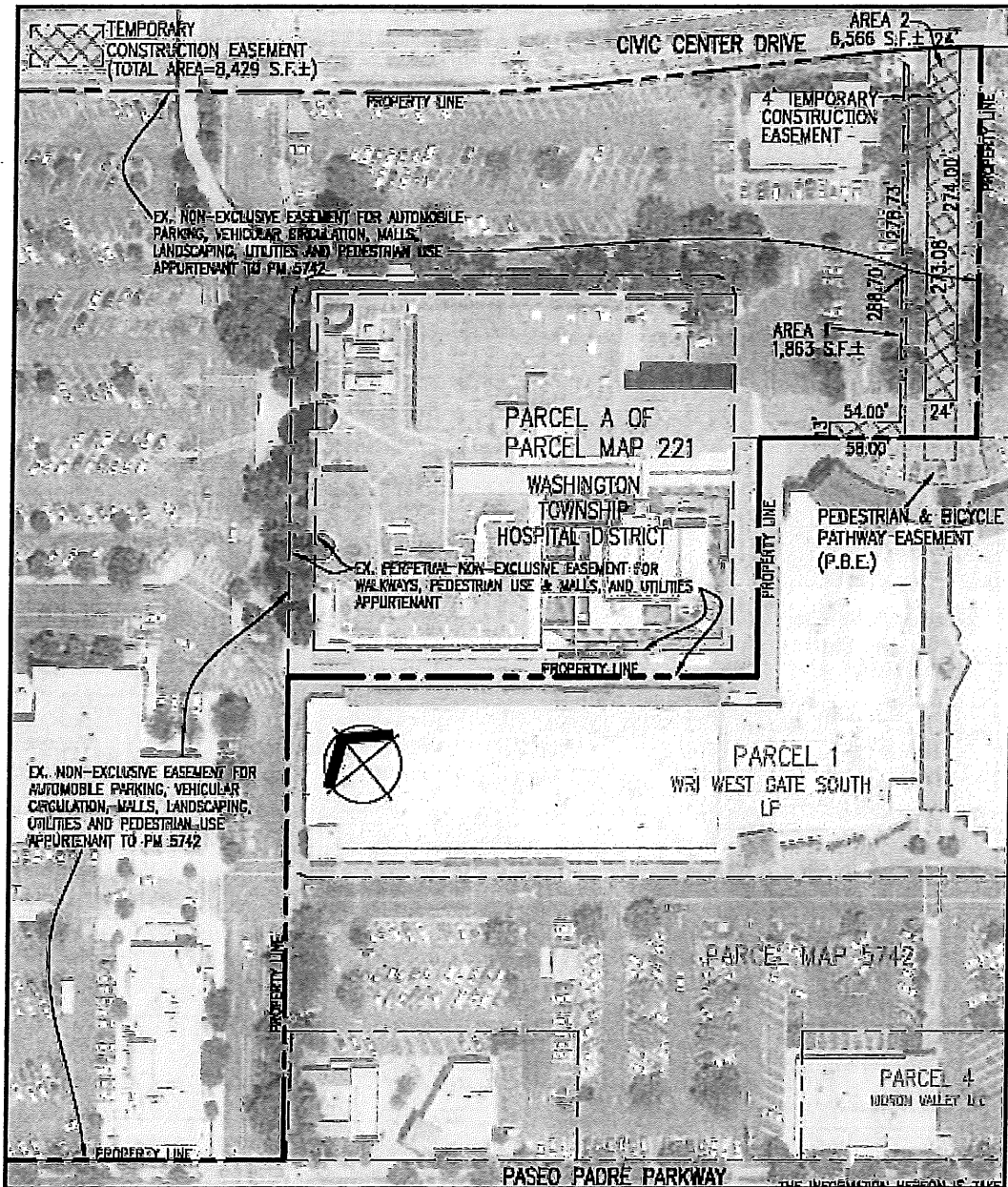
No.	Location	Sale Date Doc No.	Lot Size s.f. acres	Sale Price	General Plan	Notes and General Plan
Subject	Washington Hospital 39101 Civic Center 2500-2780 Mowry		14.435			Commercial City Center
1	Barber Lane Milpitas, CA	10/14/16 23466618	145,490 3.34	\$7,000,000 \$48.11/SF	Industrial Park	Vacant Construct Hotel
2	40559-40673 Fremont Fremont, CA	11/18/16 2016270457	399,699 9.176	\$16,500,000 \$41.28/SF	Mixed Use	Improved with Irvington Village – Redevelopment site for new retail center
3	Currie & Christy Streets Fremont, CA	11/13/11 2011145498	435,164 9.99	\$13,620,000 \$31.30/SF	Regional Commercial	Vacant Construct Target Store
4	Hacienda Dr & Martinelli Way Dublin, CA	2/26/16 2016046647	1,195,286 27.44	\$46,616,500 \$39.00/SF	Regional Commercial	Vacant Construct Ikea Store

**CITY OF FREMONT
 APPRAISAL SUMMARY STATEMENT AND
 SUMMARY OF THE BASIS FOR JUST COMPENSATION**
(Pursuant to Government Code Section 7267.2)

B. TEMPORARY CONSTRUCTION EASEMENT (TCE)

Description of the TCE

There are 2 separate TCE's totaling 8,429 s.f. in area. They are for a variety of purposes such as widening the sidewalk, installing crosswalks and creating ADA ramps. The TCEs have been configured to minimize the impact on traffic flow and parking during construction.



CITY OF FREMONT
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In order to receive funding to construct the Project, the City is required to obtain a right of way certification from the California Department of Transportation (Caltrans). As part of the right of way certification process, Caltrans requires that the City abandon the original TCE and obtain a new TCE with terms that are consistent with Caltrans' new policies. Caltrans' new policies require public agencies to acquire TCEs that commence upon and compensate the property owner from the time the property is encumbered with the TCE through the end of the construction period. Although the estimated time is 15 months, the actual construction at the TCE area will be six months or less.

Valuation of the TCE

The TCE is valued based on a fair return to the value of the land and improvements during the timeperiod of the easement. At the end of construction, the rights to the land and site improvements will be returned to the fee owner. Any improvements damaged will be replaced or repaired as part of the Construction Contract Work (CCW).

To determine a fair rate of return for the land, the appraiser looked at existing ground leases in the area. The chart below shows local ground leases that either commenced or were the basis of a land sale. These leases tend to be long term, absolute net leases to credit tenants, i.e. they provide a fairly safe and predictable income stream to investors. Therefore, a buyer of the ground lease is willing to pay more, producing a lower cap rate, or rate of return.

In applying a rate of return to the subject land, the appraiser looked into consideration that the TCE is for a relatively short timeframe and more disruptive to the owner. Therefore, a higher rate of return is warranted for the use of the land. The leases in the chart range from 4.4% to 7%. Considering the discussion above and the definition of value, the appraiser concluded a rate at the high end of the range for the Project, or 7%.

Comparable Ground Lease Rates of Return

No.	Location	Land Lease Date	Land Sale Date	Term (Years)	Site Size (Acres)	Annual Rent (NNN)	Land Value	Rate of Return
1	Big O Tires 38619-38631 Fremont Blvd Fremont, CA	6/2007	3/2014	30	1.94	\$163,494	\$3,500,000	4.7%
Land lease with ground lease in place. Annual CPI increases. Multi-tenant automotive uses.								
2	Home Depot 635 W. Capitol Expressway San Jose, CA	5/2009	3/2014	25	11.43	\$679,858	\$15,575,000	4.4%
Land sale with ground lease in place. 10% increase every 5 years. Six 5-year options. Big box retail.								
3	Romano's Macaroni Grill 100 Ranch Road Milpitas, CA	12/2007	10/2013	20	1.03	\$150,000	\$3,000,000	5.0%
Land sale with ground lease in place. 10% increase every 5 years. Three 5-year options. Restaurant.								

CITY OF FREMONT
APPRAISAL SUMMARY STATEMENT AND
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4	Google NWC Charleston Road & Shoreline Blvd. Mountain View, CA	6/2011	N/A	53	9.48	\$693,610	\$9,910,771	7.0%
Land lease contract states 7% return. 3% annual increase. Four 10-year options. Reappraise every 10 years. 285,000 s.f. office/R&D project.								
5	Chick-Fil-A 2750 Main Street Walnut Creek, CA	11/2011	N/A	10	0.79	\$137,500	\$2,500,000	5.5%
Ground lease with fixed rent increases for the first 10 years. Six 5-year options to renew at 10% rent increases for each option period.								
6	Lowe's 1751 E. Monte Vista Ave Vacaville, CA	4/2001	2/2011	20	14.77	\$541,307	\$10,141,500	5.3%
Land sale with ground lease in place. 10% increase for 5 years. Two 10-year options. Big box retail.								

Land Value of the TCE

The value of the TCE is calculated below based on the \$42/s.f. fee land value and a 7% rate of return for the 15-month time period (estimated duration of need for TCE).

<u>Temporary Construction Easement - Land Only (for 15 months)</u>			
TCE Only	8,429 s.f. × \$42/s.f. × 7% return × 15 months	=	\$ 30,977

Improvements in the TCE

As with the TCE land, the value of the improvements is normally calculated as a rate of return on the market value of the improvements for the 15 months duration of construction. The charts below show the improvements in the TCE, the quantities and the market values.

Unit Value of Site Improvements – Contributory Market Value

Improvements	Sec./Pg.	Cost New	Cost Multi.	Local Mult.	Depreciation	Adjusted Cost
4" Rock Base	66/1	\$ 0.83/s.f.	1.03	1.21	20%	\$ 0.83
Paving, 4" Asphalt	66/1	\$ 2.39/s.f.	1.03	1.21	20%	\$ 2.38
Small Shrubs	66/8	\$ 26.75 ea	1.04	1.21	0%	\$ 33.66
Large Trees	66/8	\$ 3,050 ea	1.04	1.21	0%	\$ 3,838.12
Sprinkler	66/8	\$ 1.16/SF	1.04	1.21	20%	\$ 1.17

Source: Marshall Valuation Service

CITY OF FREMONT
APPRAISAL SUMMARY STATEMENT AND
SUMMARY OF THE BASIS FOR JUST COMPENSATION
(Pursuant to Government Code Section 7267.2)

With the adjusted costs shown above, the appraiser calculated the value of the site improvements within the temporary easement areas.

Contributory Market Value of Improvements within the TCE area only

4" Rock Base	6,566 s.f.	×	\$ 0.83/s.f.	\$	5,450	
Paving, 4" Asphalt	6,566 s.f.	×	\$ 2.38/s.f.	\$	15,627	
Small Shrubs	50	×	\$ 33.66	\$	1,683	
Large Trees	7	×	\$ 3,838.12	\$	26,867	
Sprinkler	1,863 s.f.	×	\$ 1.17/s.f.	\$	2,180	
				Total Improvements:	\$ 51,806	
<u>Applying 7% return for 15 months (same as land)</u>						
				\$51,806 × 7% return × 15 months	\$	4,533

Total compensation includes the land at \$30,977 and site improvements at \$4,533 for a total of \$35,510, rounded to **\$35,600**.

<u>Fair Market Value Summary</u>		
Fair Market Value:		
Permanent Takings		\$ -
+ Temporary Construction Easement		\$ 30,977
+ Contributory Improvements within TCE		\$ 4,533
+ Severance Damages		\$ -
- Minus Benefits		\$ -
Total Fair Market Value:		\$ 35,510
	Rounded =	\$ 35,600

FINAL VALUE RECONCILIATION

Based on the investigation and analysis, it is our opinion that the Fair Market Value of the various interests to be acquired in the subject property, as of July 28, 2017 is \$35,600.

CITY OF FREMONT
APPRAISAL SUMMARY STATEMENT AND
SUMMARY OF THE BASIS FOR JUST COMPENSATION
(Pursuant to Government Code Section 7267.2)

DEFINITIONS*

① Highest and Best Use Analysis

Highest and best use is defined as *the reasonably probable and legal use of vacant land and an improved property which is legally permissible, physically possible, and financially feasible that results in the highest value.* Highest and best use analysis is used in the appraisal process to identify comparable properties and, where applicable, to determine whether the existing improvements should be retained, renovated, or demolished.

② Improvements Pertaining to the Realty (if any)

Machinery, Fixtures and Equipment identified here were separately valued as improvements pertaining to the realty. Prior to escrow close, owner and lessee must agree (and confirm in writing) as to ownership of said improvements pertaining to the realty, a list of which is attached to the Purchase Agreement as Exhibit “__” and delivered contemporaneously with this valuation summary statement.

③ Severance Damages (Applies to Proposed Partial Acquisitions)

The appraisal also determines whether or not the District’s proposed acquisition results in damages to the remaining property. The basis for this determination is whether or not the value of the remainder is diminished by reason of the anticipated acquisition of the property interest being acquired and the construction of the improvement in the manner proposed. (Cost to Cure) Severance Damages may be mitigated or entirely eliminated by estimating the cost to cure the damages.

④ Benefits (Applies to Proposed Partial Acquisitions)

Benefit to the remainder is the benefit, if any, caused by the construction and use of the project for which the property is acquired in the manner proposed.

** These definitions are general and provided to assist in the discussion related to the proposed acquisition. They are not intended to be legal definitions.*

An owner-occupant of a residential property containing four (4) units or less has a right to review the appraisal on which the written offer to purchase is based.

It is understood that you are entitled to receive full payment prior to vacating the real property being purchased or, you are entitled to have the CITY deposit with the proper Court an amount of money sufficient to secure said real property upon issuance of an order of immediate possession.

CITY OF FREMONT
APPRAISAL SUMMARY STATEMENT AND
SUMMARY OF THE BASIS FOR JUST COMPENSATION
(Pursuant to Government Code Section 7267.2)

It is understood that the CITY has made you an offer to purchase any remnant considered by the CITY to be an uneconomic unit which is owned by you and which is contiguous to the land being conveyed.


The CITY shall pay all escrow and recording fees incidental to this transaction.

It is understood that you are entitled to provide any information as to the value of the property to be acquired should you differ with the established fair market value.

If you ultimately elect to reject the CITY's offer for your property, you are entitled to have the amount of compensation determined by a Court of law in accordance with the laws of the State of California.

Valuation Summary and Offer of Just Compensation Authorized and Approved for Presentation:

CITY OF FREMONT

By: 
Title: Eva Chi Wah Ip, Real Property Agent

Date: 11.2.17

Project Name and No.: Fremont City Center Multi-Modal Improvements – Phase II
Bike and Pedestrian Improvements to BART Station (PWC 8868)
Grantor: Washington Township Health Care District, a California a local
hospital district
Addresses: 39101 Civic Center Drive and 2500-2780 Mowry Avenue
Parcel No.: Portion of 507-0465-001-23

**RIGHT OF WAY AGREEMENT BETWEEN CITY OF FREMONT
AND WASHINGTON TOWNSHIP HEALTH CARE DISTRICT**

[Acquisition of TCE]

This Right of Way AGREEMENT (AGREEMENT) is between the City of Fremont (CITY) and Washington Township Health Care District, a California local hospital district, formerly known as Washington Township Hospital District (GRANTOR), hereinafter collectively referred to as the “parties”.

RECITALS

A. In October of 2015, CITY acquired certain permanent easements and a six-month 8,429 square foot temporary construction easement (“Original TCE”) over GRANTOR’s property located at 39101 Paseo Padre Parkway (APN 507-0465-0101-23) (“Property”) for the Fremont City Center Multi-Modal Improvements Project (“Project”) recorded in the Alameda County Recorder’s Office as Instrument No. 2015274748.

B. Project construction has been significantly delayed and is now scheduled to commence in late spring of 2018 and is expected to continue until December 2018.

C. In order to receive funding to construct the Project, the City is required to obtain a right of way certification from the California Department of Transportation (“CalTrans”). As part of the right of way certification process CalTrans requires that the City abandon the original TCE and obtain a new TCE with terms that are consistent with CalTrans’ new policies. CalTrans’ new policies require public agencies to acquire TCEs that commence upon and compensate the property owner from the time the property is encumbered with the TCE through the end of the construction period. If the TCE needs to be extended, CalTrans policies require the amount paid for the extension to be based upon the fair market value of the TCE at the time of the extension.

D. Accordingly, the parties wish to enter into this Right of Way Agreement to provide for the abandonment of the original TCE and the acquisition of a new TCE over 8,429 square feet for a period of 15 months, from November 1, 2017 to January 31, 2019.

The parties hereby agree as follows:

1. PROPERTY INTERESTS ABANDONED AND ACQUIRED

- A. City shall quitclaim and abandon any and all rights to the Original TCE. Grantor is entitled to keep all amounts paid by the City for the Original TCE and agrees that it is not entitled to any additional compensation for the Original TCE.
- B. For use by CITY on the Fremont City Center Multi-Modal Improvement – Phase II Project, GRANTOR agrees to convey to CITY, and CITY agrees to acquire from GRANTOR, on the terms and conditions set forth in this AGREEMENT, the following real property interests at 39101 Civic Center Drive and 2500-2780 Mowry Avenue, (APN 507-0465-001-23) (the “subject property”): a Temporary Construction Easement over a total of 8,429 square feet of real property set forth in the GRANT OF TEMPORARY CONSTRUCTION EASEMENT attached hereto as **Exhibit A** (the “TCE”).
- C. The TCE shall be for the period from November 1, 2017 to January 31, 2019 as is set forth in the GRANT OF TEMPORARY CONSTRUCTION EASEMENT. The PROPERTY conveyed is non-exclusive and subject to and subordinate to all other interests in the real property the PROPERTY encompasses including, but not limited to, the rights of GRANTOR’s tenants and owners of dominant tenement rights over said area.

2. ACQUISITION PRICE

The acquisition price for the PROPERTY acquired by CITY shall be rounded to THIRTY-FIVE THOUSAND AND SIX DOLLARS AND ZERO CENTS (\$35,600.00).

CITY shall deliver the acquisition price directly to the GRANTOR after the documents are approved and signed by the CITY. GRANTOR hereby authorizes the CITY to process the documents through an internal escrow on behalf of GRANTOR in accordance with this AGREEMENT.

3. EXTENSION OF TERM

In case of unpredictable delays in construction or other unforeseen need, the term of the TCE may be extended by an amendment to this AGREEMENT and the grant of easement instrument. The amendment shall provide for compensation to GRANTOR for the extension of the term of the temporary construction easement based on the fair market value of the easement at the time of City’s request for extension. GRANTOR shall cooperate with City and shall not unreasonably withhold its consent to the extension of the term of the temporary construction easement. City shall make payment to GRANTOR for the extension of the easement prior to the expiration of the original term of the temporary construction easement.

4. DELIVERY OF DOCUMENTS

For any property for which a temporary construction easement is required, GRANTOR shall execute a GRANT OF TEMPORARY CONSTRUCTION EASEMENT. This document, along with this AGREEMENT, shall be executed and delivered by GRANTOR to Eva Ip, Real Estate Agent acting for CITY, for the purpose of placing the documents into an internal escrow. The AGREEMENT and any easement grant shall be delivered in the manner described in the previous sentence solely for the convenience of the parties. CITY shall not be deemed to have accepted delivery of the documents until such time as they are approved and signed by the CITY. After acceptance by the CITY, the temporary easement grant may be recorded by CITY.

5. LEASE AND EASEMENT INDEMNITY

GRANTOR and CITY acknowledge that there are written leases exceeding a period of one month and a Joint Access Easement (**Exhibit B**) encumbering GRANTOR's subject property. CITY agrees to indemnify, defend and hold harmless GRANTOR and its authorized agents, officers, officials, employees, successors, assigns and/or transferees from and against any and all claims, demands, suits, damages, fees, obligations, liabilities, and losses, including attorney's fees and costs which might arise or be asserted against GRANTOR, its authorized agents, officers, officials, employees, successors, assigns and/or transferees in connection with this transaction, by the existing lessees of the properties at 39101 Civic Center Drive and 2500 to 2780 Mowry Avenue, Fremont, California (APN 507-0465-001-23), the Joint Access Easement holders as described in **Exhibit B**, or any other party that at the time of execution of this Agreement has an "of record" interest in the Property. This indemnity specifically excludes claims for personal injury.

6. NOTICE TO BUYER

GRANTOR agrees to notify in writing any purchaser of the PROPERTY, or GRANTOR's retained subject property, of this AGREEMENT prior to said purchaser acquiring title to the PROPERTY or retained subject property. GRANTOR agrees to indemnify, defend and hold harmless CITY from any costs, losses, obligations, damages or claims arising out of or relating in any way to GRANTOR's failure to make the required disclosure.

7. IMPROVEMENTS

Except as may be otherwise provided herein, the acquisition price for the PROPERTY includes compensation for any and all improvements thereon.

8. CONFORMANCE

The driveways, walkways, sidewalks, irrigation systems, fences and lawn areas on GRANTOR's retained subject property, if any, shall be reconstructed by CITY as

necessary to conform to street frontage or other revisions to GRANTOR's retained subject property. Said reconstruction shall be provided by CITY at no expense to GRANTOR. Any reconstruction work by CITY shall place the subject property in at least as good as condition as it was prior to the disruption. Permission is hereby granted to CITY and its authorized agents and contractors, at no additional expense or cost to CITY, to enter upon GRANTOR's retained subject property, where necessary, after the termination of construction and/or the PROJECT, and after expiration of the temporary construction easement period, for the purpose of conforming such driveway, walkway, sidewalk, irrigation and fence areas, and for the purpose of resloping and replanting affected lawn, landscaped and irrigated areas.

9. HAZARDOUS WASTE MATERIAL

It is understood that the PROPERTY may contain hazardous materials requiring mitigation under State or Federal law. The acquisition price herein reflects the fair market value of the PROPERTY without the presence of contamination. If clean-up of hazardous materials on or under the PROPERTY is required, CITY may elect to recover its clean-up costs from those who are legally responsible therefor.

GRANTOR hereby represents and warrants that to the best of its knowledge during the period of GRANTOR's ownership of the PROPERTY, there have been no disposals, releases or threatened releases of hazardous materials on, from, or under the PROPERTY. GRANTOR further represents and warrants that GRANTOR has no knowledge of any disposal, release, or threatened release of hazardous materials on, from or under the PROPERTY that have occurred prior to GRANTOR taking title to the PROPERTY.

10. SEVERABILITY

If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired or invalidated in any way.

11. GOVERNING LAW

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

12. PUBLIC PURPOSE

CITY requires the PROPERTY, which is not now appropriated to a public use, for the PROJECT, and CITY can acquire the PROPERTY through the exercise of the power of eminent domain.

Both GRANTOR and CITY recognize the expense, time, effort and risk to both GRANTOR and CITY in resolving a potential dispute over compensation for the

PROPERTY by eminent domain litigation; and, the compensation set forth herein is in compromise and settlement, in lieu of such litigation.

13. RELEASE OF CLAIMS

Assuming the PROJECT is constructed and used in the manner proposed, GRANTOR, for themselves, their agents, assigns, successors-in-interest, and any related or affiliated entities, hereby fully releases and discharges CITY, its agents, employees, officers, directors, attorneys, accountants, insurers and other representatives, and any and all related or affiliated private or public agencies or entities, from all rights, claims, demands, actions or causes of actions which GRANTOR now has or may have, in the future against CITY for additional compensation for acquisition of the PROPERTY; this release shall be limited to claims for further compensation for the acquisition and use of the PROPERTY, inverse condemnation, severance damages, relocation benefits, reestablishment benefits, the cost or value of any equipment or fixtures, related expenses, attorneys' fees and costs, and "loss of" damages, including lost goodwill. Specifically excluded from this release are any rights, claims, demands, actions or causes of actions related to or arising out of the construction of the PROJECT.

In connection with the released claims, GRANTOR expressly waives the protection of Civil Code Section 1542 which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

14. AUTHORITY AND EXECUTION

Each person executing this AGREEMENT on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right and authority to enter into this AGREEMENT and perform all of its obligations hereunder. GRANTOR further warrants that it is the owner in fee simple of the subject property affected by this AGREEMENT and that it has the exclusive right to convey these interests.

15. ATTORNEYS' FEES

The prevailing party in any action to enforce this AGREEMENT or any provision thereof shall be entitled to recovery of reasonable attorneys' fees and costs.

16. ENTIRE AGREEMENT

This AGREEMENT, along with the Grant of the PPE, the PBEs and the TCE, represent the full and complete understanding of the parties with respect to the PROPERTY and the PROJECT. Any prior or contemporaneous oral or written agreements by and between the parties or their agents and representatives with respect to the PROPERTY or the PROJECT are revoked and extinguished by this AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as follows:

APPROVED:
CITY OF FREMONT

GRANTOR:
WASHINGTON TOWNSHIP HEALTH
CARE DISTRICT, a California local hospital
district

Jessica v Borck, Assistant City Manager

Signature: _____

Title: _____

Effective Date

Date: _____

APPROVED AS TO FORM:

Nellie Ancel, Sr. Deputy City Attorney II

"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."

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 of Notary

EXHIBIT "A"

RECORDING REQUESTED BY:

City of Fremont

No fee for recording pursuant to
Government Code Section 27383

WHEN RECORDED MAIL TO:

Eva Ip
Real Property Agent
CITY OF FREMONT
39550 Liberty Street
Fremont, CA 94538

THIS SPACE FOR RECORDER'S USE ONLY

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

WASHINGTON TOWNSHIP HEALTH CARE DISTRICT

PORTIONS OF APN 507-0465-001-23

**39101 CIVIC CENTER DRIVE
2500 TO 2780 MOWRY AVENUE**

PWC 8868

**FREMONT CITY CENTER
MULTI-MODAL IMPROVEMENTS – PHASE II
BIKE & PEDESTRIAN IMPROVEMENTS TO BART STATION**

FEDERAL PROJECT NO. STPL-5322(055)

TITLE OF DOCUMENT

THIS PAGE HERE TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Government Code 27361.6)

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For and in consideration of the benefits to be derived by the undersigned by the establishment of public pedestrian and bicycle pathways hereinafter referred to as Fremont City Center Multi-Modal Improvements Project – Phase II – Bike and Pedestrian Improvements to BART Station (PROJECT), and for other valuable consideration, the undersigned, Washington Township Health Care District, a California local hospital district, which acquired title as WASHINGTON TOWNSHIP HEALTH CARE DISTRICT, a local hospital district, (“GRANTOR”), grants to THE CITY OF FREMONT (CITY), a municipal corporation, a temporary construction easement (“Easement”) for the purposes of constructing the PROJECT, including widening sidewalks; striping for bicycle lanes and crosswalks; installing directional signs and pedestrian lighting; and creating ADA ramps, over and across, and through a portion of the real property at 39101 Civic Center Drive and 2500-2780 Mowry Avenue, Fremont, County of Alameda, State of California (“subject property”), which is described in **Exhibit C**, attached hereto.

This Easement shall include the right to temporary use of the Easement area, as described in Exhibit A, by CITY, its authorized agents, and employees, and by persons under contract with it and their employees to construct the PROJECT, to enter upon said land with personnel, vehicles and equipment, to remove vegetation (excluding trees) thereon that interfere with the purpose for which this Easement is granted, to take therefrom and use earth, rock, sand and gravel for the purpose of constructing the PROJECT and performing conformance work. Also included is the right to install, maintain or remove landscaping.

Where necessary, improvements in the Easement area may be removed by CITY. Such improvements, to the extent they do not interfere with the purpose for which this Easement is granted, will be reconstructed at CITY’s sole expense before the termination of the Easement. Upon completion of the Project work in the Easement area, CITY will promptly restore the Easement area to a condition at least as good as the condition the subject property was in prior to the construction.

In the event CITY occupies the Easement area beyond the specified time period for construction purposes, CITY shall make payment to GRANTOR for the additional time, on a month to month basis, as described in the Right of Way Agreement between GRANTOR and CITY dated _____, 2017.

This Easement is for a period of 15 months from November 1, 2017 to January 31, 2019. In the event CITY occupies the Easement area beyond the fifteen (15) months, CITY shall pay GRANTOR, on a month-to-month basis, additional compensation as specified in the Right of Way Agreement. In no event will the term of the Easement extend beyond March 31, 2018.

CITY covenants to, where the subject property outside of the Easement area (“retained property”) has been disturbed, perform all warranty or conformance works on the retained property including: conforming driveways, walkways, lawn, landscaped and hardscaped areas

and irrigation systems. At no additional cost to the CITY, CITY shall have the right to enter upon the retained property during the term of the Easement, where necessary, to reconstruct or perform any warranty or conformance works. Said works include conforming driveways, walkways, lawn, landscaped and hardscaped areas, irrigation systems, sidewalks or any area where reconstruction or warranty work on the retained property is necessary.

CITY shall indemnify, protect, hold harmless and defend GRANTOR (and its agents, successors and assignees) and GRANTOR's property from and against any and all liabilities, liens, claims, damages, costs, expenses, suits or judgments (including attorneys' fees and court costs) incurred by reason of any of the following: (i) for labor or services performed or materials furnished to or for CITY; (ii) arising out of any failure by CITY to comply with the entry requirements set forth above; or (iii) for personal injury, death or property damage arising out of an entry upon the GRANTOR's property by CITY or its employees, agents, representatives or contractors, except to the extent caused by the negligence or willful misconduct of GRANTOR or its employees, agents, representatives or contractors.

All work performed by CITY in the Easement area shall conform to applicable building, fire, and sanitary laws, ordinances and regulations relating to such work and shall be done in a good and workmanlike manner.

THIS grant of Easement and all of the covenants herein contained shall inure to the benefit of the CITY, and be binding on GRANTOR, his heirs, successors and assigns.

IN WITNESS WHEREOF, this Grant of Temporary Construction Easement is signed and executed on _____.

GRANTOR:
WASHINGTON TOWNSHIP HEALTH CARE
DISTRICT, a local hospital district

Signature: _____

Print Name: _____

Title: _____

CALIFORNIA ALL-PURPOSE 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 _____

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 of Notary

TEMPORARY CONSTRUCTION EASEMENT (TOTAL AREA=8,429 S.F.±)

CIVIC CENTER DRIVE

AREA 2 6,566 S.F.± 24'

4' TEMPORARY CONSTRUCTION EASEMENT

EX. NON-EXCLUSIVE EASEMENT FOR AUTOMOBILE PARKING, VEHICULAR CIRCULATION, MALLS, LANDSCAPING, UTILITIES AND PEDESTRIAN USE APPURTENANT TO PM 5742

AREA 1 1,863 S.F.±

PARCEL A OF PARCEL MAP 221

WASHINGTON TOWNSHIP HOSPITAL DISTRICT

EX. PERPETUAL NON-EXCLUSIVE EASEMENT FOR WALKWAYS, PEDESTRIAN USE & MALLS, AND UTILITIES APPURTENANT

PEDESTRIAN & BICYCLE PATHWAY EASEMENT (P.B.E.)

EX. NON-EXCLUSIVE EASEMENT FOR AUTOMOBILE PARKING, VEHICULAR CIRCULATION, MALLS, LANDSCAPING, UTILITIES AND PEDESTRIAN USE APPURTENANT TO PM 5742

PARCEL 1 WRI WEST GATE SOUTH LP

PARCEL MAP 5742

PARCEL 4 KIDRON VALLEY LLC

PASEO PADRE PARKWAY

THE INFORMATION HEREON IS TAKEN FROM RECORDS AND DOES NOT REPRESENT A SURVEY.



FREMONT CITY CENTER MULTI-MODAL IMPROVEMENTS
BIKE & PEDESTRIAN IMPROVEMENTS FROM
FREMONT BART/SHOPPING CENTER TO DOWNTOWN

OWNER: Washington Township Hospital
APN: 507-465-01-23 ADDRESS: 2500 Mowry Avenue

EXHIBIT C TEMPORARY CONSTRUCTION EASEMENT

Date: May 2015
Drawn: pl
Scale: 1"=100'
File: Wash_Hosp PE&TCE
Project No.: 8520(PWC)

EXHIBIT "B"

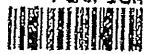
RECORDING REQUESTED BY:

BELL, SHEPPARD & FARIA, APC

When Recorded Mail To:

HARRY R. SHEPPARD, ESQ.
BELL, SHEPPARD & FARIA
43213 Mission Blvd.
Fremont, CA 94539-5888

Recorded in Official Records, Alameda County
Patrick O'Connell, Clerk-Recorder



52.00

95123218 2:18pm 06/02/95

065 20018330 20 07

018 10 7.00 45.00 0.00 0.00 0.00 0.00 0.00

Space Above This Line For Recorder's Use

JOINT ACCESS EASEMENT AGREEMENT

PREAMBLE

THIS JOINT ACCESS EASEMENT AGREEMENT ("Agreement") is made this 16th day of May 1995, by and between Washington Township Health Care District ("Washington"), a political subdivision of the State of California and formerly known as Washington Township Hospital District; Paseo Padre Associates, L.P. ("Paseo"), a California limited partnership; Fritz B. Burns Foundation ("Foundation"), a nonprofit corporation; Edward D. Storm ("Storm"), a married man, as his sole and separate property; and Derek K. Hunter, Jr. ("Hunter"), a married man, as his sole and separate property, as to an undivided one-half interest as a tenant in common with Edward D. Storm. The City of Fremont ("City"), a municipal corporation, is a third party beneficiary of this joint access easement agreement. Washington herein grants as grantor, the use of two separate easements to Paseo, Foundation, Storm and Storm/Hunter, as grantees.

RECITALS

- A. Parcel A Ownership. Washington is the owner of real property labeled Parcel A ("Parcel A") on the site plan ("Site Plan") attached hereto as Exhibit A and made a part hereof and described on Exhibit B attached hereto and made a part hereof.
- B. Parcel 1 Ownership. Paseo is the owner of real property labeled Parcel 1 ("Parcel 1") on the site plan and described on Exhibit C attached hereto and made a part hereof.
- C. Parcels 2 Ownership. Foundation is the owner of real property labeled Parcel 2 ("Parcel 2") on the site plan and described on Exhibit D attached hereto and made a part hereof.
- D. Parcel 3 Ownership. Storm is the owner of real property labeled Parcel 3 ("Parcel 3") on the site plan and described on Exhibit E attached hereto and made a part hereof.
- E. Parcel 4 Ownership. Storm and Hunter are the owners of real property labeled Parcel 4 ("Parcel 4") on the site plan and described on Exhibit F attached hereto and made a part hereof.
- F. Purpose. Washington as grantor and Paseo, Foundation, Storm and Storm/Hunter as grantees desire to enter into this Agreement to establish ingress and egress rights over and across Grantor's property as hereinafter provided. The parties desire that the properties described in Exhibits A through F be developed, used, and maintained in an orderly manner consistent with the laws, ordinances

and general plan of the City of Fremont, and desire therefore to provide for adequate traffic flow over and across the said properties as they are developed.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

TERMS

1. Grant of Easements. Washington as to Parcel A as grantor, hereby reserves to itself, its customers, invitees and employees, and grants to each of the others, their customers, invitees and employees, an irrevocable, nonexclusive and appurtenant right ("Easement") of access, ingress and egress over and through certain portions ("Easement Parcels") of Parcel A. The Easement granted and reserved herein is for pedestrian and vehicular access over and through the specified improved drive aisles of the Easement Parcels as they may exist from time to time only and do not include vehicular parking within the Easement Parcels, nor parking rights on any other part of Parcel A, nor access and egress rights over any other part of Parcel A. Attached hereto and incorporated herein as Exhibit G is a diagram showing each irrevocable, nonexclusive and appurtenant easement, labeled respectively as "Joint Access Easement A" and "Joint Access Easement B", granted by Washington to each of the grantees. The legal descriptions for each irrevocable, nonexclusive and appurtenant easement is attached hereto as Exhibit H and made a part hereof.
2. Limitations on Use. Each party agrees that it will not exercise its rights under this Agreement in such a manner as to interfere with any other party's use of the Easement or its use of its own property and facilities. Washington warrants that it will keep the Easement Parcels unobstructed.
3. Maintenance. The easement granted herein includes incidental rights of maintenance, repair and replacement, the subject of an Easement Area Maintenance Agreement executed by the parties as of this same date.
4. Duration. Succession. The Easements and other terms of this Agreement shall run with the land and shall continue in perpetuity unless amended or terminated as provided herein below. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, personal representatives, tenants, successors and/or assigns.
5. Modification. Cancellation. The Agreement may be modified or cancelled only by the written consent of all parties to this Agreement. The City of Fremont shall be entitled to notice of all modifications. The Agreement shall not be terminated without the City of Fremont's consent.
6. Attorney's Fees. In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.
7. Integration Clause. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent

modification in writing, signed by all parties to this Agreement.

8. Notices. Notices required or permitted to be given in connection with this Agreement shall be mailed, certified or registered United States mail, postage prepaid, or delivered (either personal delivery or delivery by private express courier service such as Federal Express) to the following addresses:

Washington: Nancy Farber
Washington Hospital
2000 Mowry Avenue
Fremont, CA 94536

Paseo: Paseo Padre Associates
c/o Mortgage & Realty Trust
3500 West Olive Avenue, #600
Burbank, California 91505
Attn: Donald W. Burnes, Jr.

Foundation: Fritz B. Burns Foundation
4001 West Alameda, Suite 203
Burbank, California 91505
Attn: W.K. Skinner

Storm: Edward D. Storm
c/o Storm Land Company
104 Park Center Plaza
San Jose, CA 95113

Hunter: Derek Hunter
c/o Hunter Properties
20725 Valley Green Drive, #100
Cupertino, CA 95014

City: City of Fremont
39550 Liberty St.
P.O. Box 5006
Fremont, CA 94537-5006

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

"WASHINGTON"

WASHINGTON TOWNSHIP HEALTH
CARE DISTRICT formerly WASHINGTON
TOWNSHIP HOSPITAL DISTRICT

BY Nancy Farber
NANCY FARBER
Chief Executive Officer

"PPA"

PASEO PADRE ASSOCIATES,
a California limited partnership

By: MRT WEST INC.,
a California corporation,
its General Partner

BY Donald W. Burnes, Jr.
DONALD W. BURNES, JR.
Senior Vice-President

BY J. S. Weld
JAMES S. WELD
Chief Financial Officer

State of California)
) ss.
County of Alameda)

On 5/30, 1995, before me, the undersigned, personally appeared Nancy Farber, personally known to me (or 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.

WITNESS my hand and official seal.

Kathleen Diane Figueroa
Notary Public

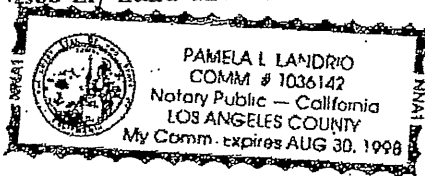


State of California)
) ss.
County of Los Angeles

On May 16, 1995, before me, the undersigned, personally appeared Donald W. Burnes, Jr. personally known to me (or 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.

WITNESS my hand and official seal.

Pamela L. Landrio
Notary Public

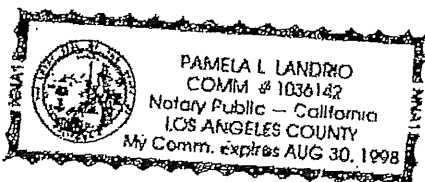


State of California)
) ss.
County of Los Angeles

On May 16, 1995, before me, the undersigned, personally appeared James S. Weld, personally known to me (or 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.

WITNESS my hand and official seal.

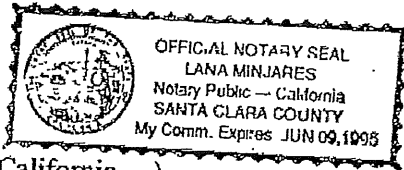
Pamela L. Landrio
Notary Public



State of California)
) ss.
County of Santa Clara

On 5/19, 1995, before me, the undersigned, personally appeared Edmond D. Storm personally known to me (or 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.

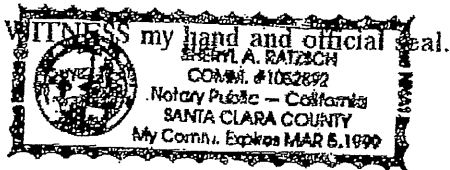
WITNESS my hand and official seal.



Lana Minjares
Notary Public

State of California)
 Santa) ss.
County of Clara

On May 22, 1995, before me, the undersigned, personally appeared Derek K. Hunter, Jr. personally known to me (or 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.



Cheryl A. Ratzsch
Notary Public

State of California)
) ss.
County of _____

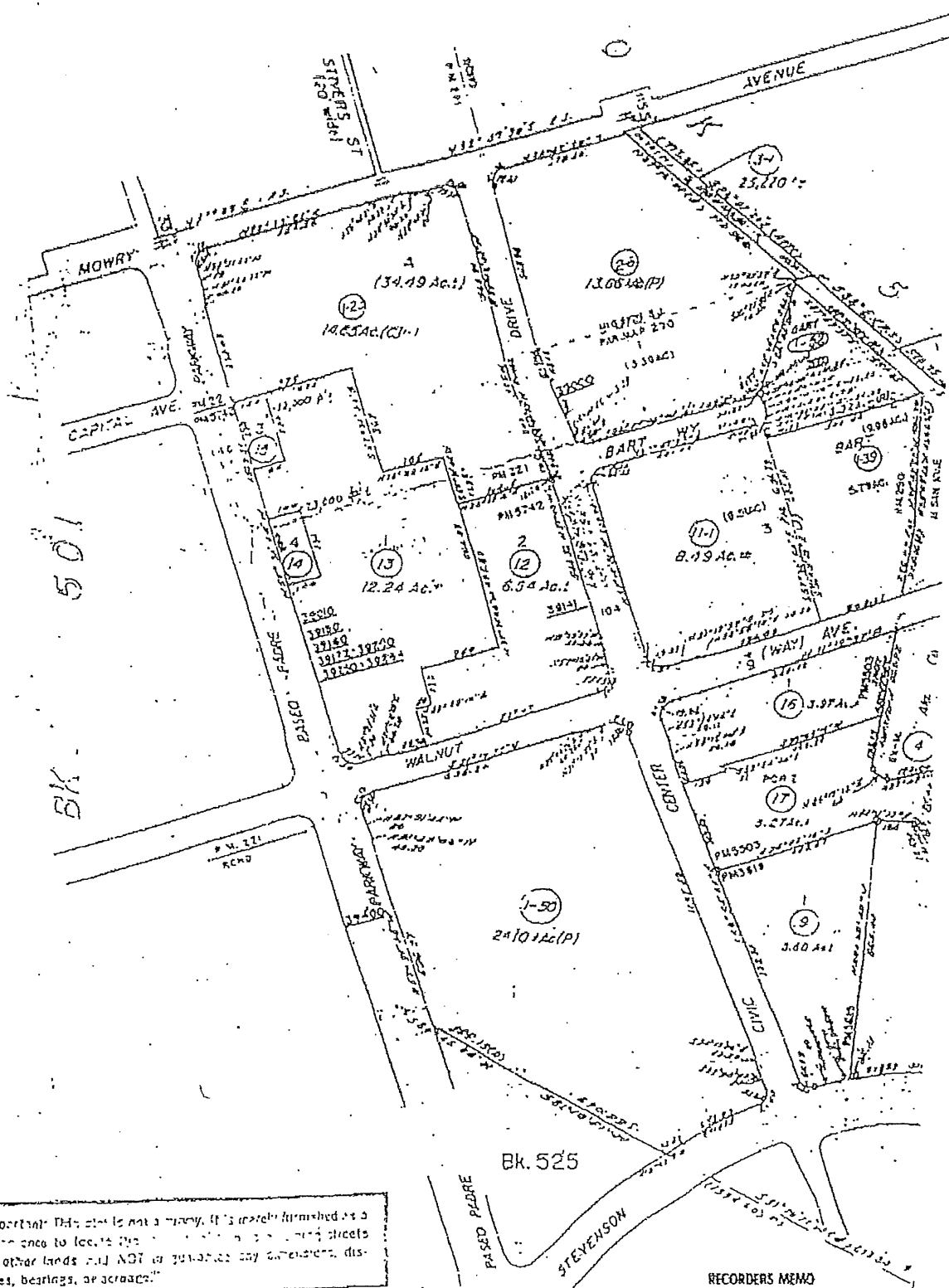
On _____, 1995, before me, the undersigned, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.

WITNESS my hand and official seal.

Notary Public

95123218

NOV 27 1964
CITY OF BOSTON
RECORDS DEPARTMENT



BK 501

Bk. 525

"Important: This plat is not a warranty. It is merely furnished as a convenience to locate the boundaries of the streets and other lands and NOT as guarantee of dimensions, distances, bearings, or acreage."

EXHIBIT A

RECORDERS MEMO
 LEGIBILITY FOR MICROFILMING AND
 COPYING UNSATISFACTORY IN A PORTION
 OF THIS DOCUMENT WHEN RECORDED

EXHIBIT B**[WASHINGTON TOWNSHIP HEALTH CARE DISTRICT-PARCEL A]**

ALL THAT PORTION OF PARCEL A, AS SHOWN ON PARCEL MAP NO. 221, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER AUGUST 3, 1966, IN BOOK 54 PAGE 3 OF MAPS, RECORDER'S SERIAL NO. AY/92932, RECORDS OF ALAMEDA COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF SAID PARCEL A, WHICH BEARS SOUTH 57 DEGREES 31 MINUTES 44 SECONDS EAST THEREON 338.03 FEET FROM THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE IN SAID SOUTHWESTERLY LINE SHOWN ON SAID MAP AS HAVING A BEARING OF NORTH 57 DEGREES 31 MINUTES 44 SECONDS WEST AND LENGTH OF 1563.314 FEET; THENCE NORTH 32 DEGREES 28 MINUTES 16 SECONDS EAST 375.00 FEET; THENCE SOUTH 57 DEGREES 31 MINUTES 44 SECONDS EAST 367.00 FEET THENCE NORTH 32 DEGREES 28 MINUTES 16 SECONDS EAST 185.00 FEET; THENCE SOUTH 57 DEGREES 31 MINUTES 44 SECONDS EAST 169.00 FEET; THENCE NORTH 32 DEGREES 28 MINUTES 16 SECONDS EAST 304.152 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID PARCEL A, BEING A POINT IN A CURVE CONCAVE TO THE SOUTHWEST WITH RADIUS OF 948.00 FEET, SAID POINT IS 13.737 FEET NORTHWESTERLY MEASURED ALONG THE ARC OF SAID CURVE FROM THE SOUTHEASTERLY TERMINUS THEREOF; THENCE ALONG THE BOUNDARY OF SAID PARCEL A AS FOLLOWS: NORTHWESTERLY ALONG THE ARC OF LAST SAID CURVE WITH A RADIUS OF 948.00 FEET AN ARC DISTANCE OF 99.32 FEET; NORTH 64 DEGREES 01 MINUTE 59 SECONDS WEST 200.00 FEET; NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1052 FEET, AN ARC DISTANCE OF 125.46 FEET; NORTH 57 DEGREES 12 MINUTES 01 SECONDS WEST 564.91 FEET; WESTERLY ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 50 FEET, AN ARC DISTANCE OF 78.53 FEET; SOUTH 32 DEGREES 48 MINUTES 21 SECONDS WEST 80 FEET; SOUTH 38 DEGREES 30 MINUTES 59 SECONDS WEST 40.20 FEET; SOUTH 32 DEGREES 48 MINUTES 21 SECONDS WEST 54.34 FEET; SOUTH 32 DEGREES 33 MINUTES 21 SECONDS WEST 553.82 FEET; SOUTHERLY ALONG THE ARC OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 50 FEET, AN ARC DISTANCE OF 78.61 FEET; SOUTH 57 DEGREES 31 MINUTES 44 SECONDS EAST 80.00 FEET; SOUTH 51 DEGREES 49 MINUTES 06 SECONDS EAST 40.20 FEET; SOUTH 57 DEGREES 31 MINUTES 44 SECONDS EAST 338.03 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBER: 507-0465-001-23

EXHIBIT B

EXHIBIT C**[PASEO PADRE ASSOCIATES, L.P.-PARCEL 1]**

All that certain real property situated in the City of Fremont, County of Alameda, State of California described as follows:

PARCEL ONE:

PARCEL 1, of Parcel Map No. 5742, filed November 11, 1989, Map Book 187, Page 67, Alameda County Records.

PARCEL TWO:

Non-exclusive perpetual easements for automobile parking purposes, vehicular circulation, malls, landscaping, public or common utility purposes and pedestrian passageways with ingress thereto and egress therefrom over that portion of Parcel 1, as reserved in the Deed from Fremont Meadows, Inc., a California corporation, to the Emporium Capwells Company, a California corporation, recorded September 8, 1966, Reel 1838, Image 436, Recorder's Instrument No. AY/106397, Official Records, and more particularly described as follows:

All that portion of Parcel A, as shown on Parcel Map No. 221, filed for record in the office of the County Recorder August 3, 1966 in Book 54, Page 3, of Maps, Recorder's Serial No. AY/92932, Records of Alameda County, California, described as follows:

Beginning at a point in the southwesterly line of said Parcel A, which bears south 57° 31' 44" east thereon 338.030 feet from the northwesterly terminus of that certain course in said southwesterly line shown on said map as having a bearing of north 57° 31' 44" west and a length of 1563.314 feet; thence north 32° 28' 16" east 667.00 feet to the beginning of a tangent curve to the right with radius of 20.00 feet; thence northerly along the arc of said curve 31.416 feet; thence tangent to said curve south 57° 31' 44" east 307.00 feet to the beginning of a tangent curve to the right with radius of 20.00 feet; thence easterly along the arc of said curve 31.416 feet; thence tangent to said curve south 32° 28' 16" west 107.00 feet; thence south 57° 31' 44" east 189.00 feet; thence north 32° 28' 16" east 304.512 feet to a point on the northeasterly line of said Parcel A; being a point in a curve concave to the southwest with radius of 948.00 feet, said point is 13.737 feet

EXHIBIT C

northwesterly measured along the arc of said curve from the southeasterly terminus thereof; thence northwesterly, southwesterly and southeasterly following the boundary line of said Parcel A, through its various curves, courses and distances to the point of beginning.

PARCEL THREE:

Perpetual non-exclusive easements for walkways, pedestrian use and malls, and for underground public or common utilities installations, but with the right of the grantee to similar use thereof, and to install under said easement footings, foundation walls, and not less than 10 feet above, marquees with supporting columns and footings and foundations, together with projections into said easement to permit architectural adornment and beautification of the exterior walls of the Grantee's proposed building but all thereof shall be so reasonably installed by grantee as not to interfere with the pedestrian traffic and use thereof, as reserved in the Deed recorded September 8, 1966, Reel 1838, Image 436, Official Records, Recorder's Instrument No. AY/105397. Said easement is more particularly described as follows: The northeasterly 14.50 feet; the northwesterly 19.50 feet; the southwesterly 20.00 feet; and the southwesterly 185.00 feet of the southeasterly 20.00 feet of that portion of said Parcel 1, described as follows:

All that portion of Parcel A, as shown on Parcel Map No. 221, filed for record in the Office of the County Recorder August 3, 1966 in Book 54 Page 3 of Maps, Recorder's Serial No. AY/92932, Records of Alameda County, California, described as follows:

Beginning at the northwesterly terminus of that certain course in the southwesterly line of said Parcel A, shown on said Map as having a bearing of north 57° 31' 44" west and a length of 1563.314 feet; thence along said southwesterly line south 57° 31' 44" east 338.030 feet; thence leaving said southwesterly line north 32° 28' 16" east 375.00 feet to the true point of beginning; thence south 57° 31' 44" east 367.00 feet; thence north 32° 31' 44" west 20.00 feet; thence north 32° 28' 16" east 107.00 feet to the beginning of a tangent curve to the left having a radius of 20.00 feet; thence northerly along the arc of said curve 31.416 feet; thence tangent to said curve north 57° 31' 44" west 307.00 feet to the beginning of a tangent curve to the left with radius of 20.00 feet; thence westerly along the arc of last said curve 31.416 feet; thence tangent to last said curve south 32° 28' 16" west 292.00 feet to the true point of beginning.

Commonly known as: 39141 Civic Center Drive
Alameda County Account No. 507-465-1-24

EXHIBIT C

Page 2 of 2 Pages

EXHIBIT D**[FRITZ B. BURNS FOUNDATION-PARCEL 2]****PARCEL ONE:**

Parcel A, as shown on Parcel Map No. 221, filed for record in the office of the County Recorder August 3, 1966, in Book 54, Page 3 of Maps, Records of Alameda County.

Excepting therefrom that portion of parcel A described in the deed from Fremont Meadows, Inc., a corporation, to the Emporium Capwell Company, a California corporation, recorded September 8, 1966, Reel 1838, Image 436, Recorder's Instrument No. AY/106397, Official Records.

Now known as Parcels 1, 2, 3 & 4 as shown on Parcel Map No. 5742, filed for record in the office of the County Recorder November 22, 1989, in Book 187, Pages 67 & 68 of Maps, Records of Alameda County.

Excepting therefrom, Parcel 1, 3 and 4 on Parcel Map 5742.

PARCEL TWO:

Non-exclusive perpetual easements for automobile parking purposes, vehicular circulation, malls, landscaping, public or common utility purposes and pedestrian passageways with ingress thereto and egress therefrom over that portion of Parcel 1 as reserved in the Deed from Fremont Meadows, Inc., a California corporation, to the Emporium Capwell Company, a California corporation, recorded September 8, 1966, Reel 1838, Image 436, Recorder's Instrument No. AY/106397, Official Records, and more particularly, described as follows:

All that portion of Parcel A, as shown on Parcel Map No. 221, filed for Record in the Office of the County Recorder August 3, 1966 in Book 54 Page 3 of Maps, Recorder's Serial No. AY/92932, Records of Alameda County, California, described as follows:

Beginning at a point in the southwesterly line of said Parcel A, which bears south 57° 31' 44" east thereon 338.030 feet from the northwesterly terminus of that certain course in said southwesterly line shown on said Map as having a bearing of north 57° 31' 44" west and a length of 1563.314 feet; thence north 32° 28' 16" east 667.00 feet to the beginning of a tangent curve to the right with radius of 20.00 feet; thence northerly along the arc of said curve 31.416 feet; thence tangent to said curve south 57° 31' 44" east 307.00 feet to the beginning of a tangent curve to the right with radius of 20.00 feet; thence easterly along the arc of said curve 31.416 feet; thence tangent to said curve

EXHIBIT D

95123218

south 32° 23' 16" west 107.00 feet; thence south 57° 31' 44" east 189.00 feet; thence north 32° 28' 16" east 304.152 feet to a point on the northeasterly line of said Parcel A, being a point in a curve concave to the southwest with radius of 948.00 feet, said point is 13.737 feet northwesterly measured along the arc of said curve from the southeasterly terminus thereof thence northwesterly, southwesterly and southeasterly following the boundary line of said Parcel A, through its various curves, courses and distances to the point of beginning.

PARCEL THREE:

Perpetual non-exclusive easements for walkways, pedestrian use and malls, and for underground public or common utilities installations, but with the right of the grantee to similar use thereof, and to install under said easement footings, foundation walls, and not less than 10 feet above, marquees with supporting columns and footings and foundations, together with projections into said easement to permit architectural adornment and beautification of the exterior walls of grantee's proposed building but all thereof shall be so reasonably installed by grantee as not to interfere with the pedestrian traffic and use thereof, as reserved in the Deed recorded September 8, 1966, Reel 1838, Image 436, Official Records, Recorder's Instrument No. AY/104397. Said easement is more particularly described as follows:

The northeasterly 14.50 feet; thence northwesterly 19.50 feet; thence southwesterly 20.00 feet; and the southwesterly 185.00 feet of the southeasterly 20.00 feet of that portion of said Parcel 1, described as follows:

All that portion of Parcel A, as shown on Parcel Map No. 221, filed for record in the Office of the County Recorder August 3, 1966 in Book 54 Page 3 of Maps, Recorder's Serial No. AY/92932, Records of Alameda County, California, described as follows:

Beginning at the northwesterly terminus of that certain course in the southwesterly line of said Parcel A, shown on said Map as having a bearing of north 57° 31' 44" west and a length of 1563.314 feet; thence along said southwesterly line south 57° 31' 44" east 338.030 feet; thence leaving said southwesterly line north 32° 28' 16" east 375.00 feet to the true point of beginning; thence south 57° 31' 44" east 367.00 feet; thence north 32° 31' 44" west 20.00 feet; thence north 32° 28' 16" east 107.00 feet to the beginning of a tangent curve to the left having a radius of 20.00 feet; thence northerly along the arc of said curve 31.416 feet; thence tangent to said curve north 57° 31' 44" west 307.00 feet to the beginning of a tangent curve to the left with radius of 20.00 feet; thence westerly along the arc of last said curve 31.416 feet; thence tangent to last said curve south 32° 28' 16" west 292.00 feet to the true point of beginning.

EXHIBIT D

95123218

EXHIBIT E

[EDWARD D. STORM-PARCEL 3]

REAL PROPERTY in the City of Fremont, County of Alameda, State of California, described as follows:

PARCEL ONE:

Parcel 3, Parcel Map 5742, filed November 22, 1989, in Book 187, Pages 67 and 68 of Maps, Alameda County Records.

PARCEL TWO:

Non-exclusive enumerated Easements as contained in that certain instrument entitled "Declaration of Restrictions, Grant of Easements and Maintenance Agreement" recorded November 27, 1989, Series No. 89-318900, Official Records.

A.P. No. 507-0465-015

EXHIBIT E

95123218

EXHIBIT F

[EDWARD D. STORM AND DEREK HUNTER-PARCEL 4]

PARCEL FOUR:

Parcel 4, Parcel Map 5742, Book 187, Page 67 of Maps, Alameda County Records.

A.P. No. 507-0465-014

EXHIBIT F

JOINT ACCESS EASEMENTS

95123218

JOINT ACCESS EASEMENT "A"

All that portion of parcel A, as shown on Parcel Map No.221, filed in the office of the Alameda county recorder, in the state of California, August 3, 1966, in book 54, page 3 of maps, recorder's Serial No AY92932. Being more particularly described as follows:

Beginning at the most westerly corner of parcel 3 of Parcel Map 5742 recorded in Book 187 Page 68 of maps in the office of the county recorder of said county.

Thence from said Point of Beginning North 57°31'44" West along the Northeasterly line of Paseo Padre Parkway, a distance of 45.00 feet to a point;

Thence North 32°28'16" East, a distance of 240.74 feet to a point;

Thence South 57°31'43" East, a distance of 45.00 feet to a point on the westerly boundary of Parcel 1 of said parcel map 5742;

Thence South 32°28'16" West, a distance of 240.74 feet back to the POINT OF BEGINNING.

Containing an Area of 10,833 Square Feet, more or less.

JOINT ACCESS EASEMENT "B"

All that portion of parcel A, as shown on Parcel Map No.221, filed in the office of the Alameda county recorder, in the state of California, August 3, 1966, in book 54, page 3 of maps, recorder's Serial No. AY92932. Being more particularly described as follows:

Beginning at the most westerly corner of parcel 2 of Parcel Map 5742 recorded in Book 187, Page 68 of maps in the office of the county recorder of said county.

Thence from said Point of Beginning, North 32°28'16" East along the Northwesterly boundary of said Parcel 2, a distance of 36.04 feet to a point, said point being the beginning of a nontangent curve (radial bearing North 76°05'38" West);

Thence Northerly along said curve to the right having a radius of 15.00 feet and a central angle of 46°22'38" a distance of 12.14 feet to a point on a tangent line;

Thence North 32°28'16" East, a distance of 257.20 feet to a point on a nontangent curve (radial bearing South 31°41'13" West); said point lying on the Southwesterly line of Civic Center Drive.

Thence Northwesterly along said curve having a radius of 948.21 feet and a central angle of 02°43'17" a distance of 45.04 feet to a point on a nontangent line;

Thence South 32°28'16" East, a distance of 302.41 feet to the Northeasterly line of Parcel 1 of said Parcel Map 5742;

Thence South 57°31'44" West, a distance of 49.65 feet back to the POINT OF BEGINNING.

Containing an Area of 13,838 Square Feet, more or less.

Project Name and No.: Fremont City Center Multi-Modal Improvements – Phase II
Bike and Pedestrian Improvements to BART Station (PWC 8868)
Grantor: Washington Township Health Care District, a California a local
hospital district
Addresses: 39101 Civic Center Drive and 2500-2780 Mowry Avenue
Parcel No.: Portion of 507-0465-001-23

**RIGHT OF WAY AGREEMENT BETWEEN CITY OF FREMONT
AND WASHINGTON TOWNSHIP HEALTH CARE DISTRICT**

[Acquisition of TCE]

This Right of Way AGREEMENT (AGREEMENT) is between the City of Fremont (CITY) and Washington Township Health Care District, a California local hospital district, formerly known as Washington Township Hospital District (GRANTOR), hereinafter collectively referred to as the “parties”.

RECITALS

A. In October of 2015, CITY acquired certain permanent easements and a six-month 8,429 square foot temporary construction easement (“Original TCE”) over GRANTOR’s property located at 39101 Paseo Padre Parkway (APN 507-0465-0101-23) (“Property”) for the Fremont City Center Multi-Modal Improvements Project (“Project”) recorded in the Alameda County Recorder’s Office as Instrument No. 2015274748.

B. Project construction has been significantly delayed and is now scheduled to commence in late spring of 2018 and is expected to continue until December 2018.

C. In order to receive funding to construct the Project, the City is required to obtain a right of way certification from the California Department of Transportation (“CalTrans”). As part of the right of way certification process CalTrans requires that the City abandon the original TCE and obtain a new TCE with terms that are consistent with CalTrans’ new policies. CalTrans’ new policies require public agencies to acquire TCEs that commence upon and compensate the property owner from the time the property is encumbered with the TCE through the end of the construction period. If the TCE needs to be extended, CalTrans policies require the amount paid for the extension to be based upon the fair market value of the TCE at the time of the extension.

D. Accordingly, the parties wish to enter into this Right of Way Agreement to provide for the abandonment of the original TCE and the acquisition of a new TCE over 8,429 square feet for a period of 15 months, from November 1, 2017 to January 31, 2019.

The parties hereby agree as follows:

1. PROPERTY INTERESTS ABANDONED AND ACQUIRED

- A. City shall quitclaim and abandon any and all rights to the Original TCE. Grantor is entitled to keep all amounts paid by the City for the Original TCE and agrees that it is not entitled to any additional compensation for the Original TCE.
- B. For use by CITY on the Fremont City Center Multi-Modal Improvement – Phase II Project, GRANTOR agrees to convey to CITY, and CITY agrees to acquire from GRANTOR, on the terms and conditions set forth in this AGREEMENT, the following real property interests at 39101 Civic Center Drive and 2500-2780 Mowry Avenue, (APN 507-0465-001-23) (the “subject property”): a Temporary Construction Easement over a total of 8,429 square feet of real property set forth in the GRANT OF TEMPORARY CONSTRUCTION EASEMENT attached hereto as **Exhibit A** (the “TCE”).
- C. The TCE shall be for the period from November 1, 2017 to January 31, 2019 as is set forth in the GRANT OF TEMPORARY CONSTRUCTION EASEMENT. The PROPERTY conveyed is non-exclusive and subject to and subordinate to all other interests in the real property the PROPERTY encompasses including, but not limited to, the rights of GRANTOR’s tenants and owners of dominant tenement rights over said area.

2. ACQUISITION PRICE

The acquisition price for the PROPERTY acquired by CITY shall be rounded to THIRTY-FIVE THOUSAND AND SIX DOLLARS AND ZERO CENTS (\$35,600.00).

CITY shall deliver the acquisition price directly to the GRANTOR after the documents are approved and signed by the CITY. GRANTOR hereby authorizes the CITY to process the documents through an internal escrow on behalf of GRANTOR in accordance with this AGREEMENT.

3. EXTENSION OF TERM

In case of unpredictable delays in construction or other unforeseen need, the term of the TCE may be extended by an amendment to this AGREEMENT and the grant of easement instrument. The amendment shall provide for compensation to GRANTOR for the extension of the term of the temporary construction easement based on the fair market value of the easement at the time of City’s request for extension. GRANTOR shall cooperate with City and shall not unreasonably withhold its consent to the extension of the term of the temporary construction easement. City shall make payment to GRANTOR for the extension of the easement prior to the expiration of the original term of the temporary construction easement.

4. DELIVERY OF DOCUMENTS

For any property for which a temporary construction easement is required, GRANTOR shall execute a GRANT OF TEMPORARY CONSTRUCTION EASEMENT. This document, along with this AGREEMENT, shall be executed and delivered by GRANTOR to Eva Ip, Real Estate Agent acting for CITY, for the purpose of placing the documents into an internal escrow. The AGREEMENT and any easement grant shall be delivered in the manner described in the previous sentence solely for the convenience of the parties. CITY shall not be deemed to have accepted delivery of the documents until such time as they are approved and signed by the CITY. After acceptance by the CITY, the temporary easement grant may be recorded by CITY.

5. LEASE AND EASEMENT INDEMNITY

GRANTOR and CITY acknowledge that there are written leases exceeding a period of one month and a Joint Access Easement (**Exhibit B**) encumbering GRANTOR's subject property. CITY agrees to indemnify, defend and hold harmless GRANTOR and its authorized agents, officers, officials, employees, successors, assigns and/or transferees from and against any and all claims, demands, suits, damages, fees, obligations, liabilities, and losses, including attorney's fees and costs which might arise or be asserted against GRANTOR, its authorized agents, officers, officials, employees, successors, assigns and/or transferees in connection with this transaction, by the existing lessees of the properties at 39101 Civic Center Drive and 2500 to 2780 Mowry Avenue, Fremont, California (APN 507-0465-001-23), the Joint Access Easement holders as described in **Exhibit B**; or any other party that at the time of execution of this Agreement has an "of record" interest in the Property. This indemnity specifically excludes claims for personal injury.

6. NOTICE TO BUYER

GRANTOR agrees to notify in writing any purchaser of the PROPERTY, or GRANTOR's retained subject property, of this AGREEMENT prior to said purchaser acquiring title to the PROPERTY or retained subject property. GRANTOR agrees to indemnify, defend and hold harmless CITY from any costs, losses, obligations, damages or claims arising out of or relating in any way to GRANTOR's failure to make the required disclosure.

7. IMPROVEMENTS

Except as may be otherwise provided herein, the acquisition price for the PROPERTY includes compensation for any and all improvements thereon.

8. CONFORMANCE

The driveways, walkways, sidewalks, irrigation systems, fences and lawn areas on GRANTOR's retained subject property, if any, shall be reconstructed by CITY as

necessary to conform to street frontage or other revisions to GRANTOR's retained subject property. Said reconstruction shall be provided by CITY at no expense to GRANTOR. Any reconstruction work by CITY shall place the subject property in at least as good as condition as it was prior to the disruption. Permission is hereby granted to CITY and its authorized agents and contractors, at no additional expense or cost to CITY, to enter upon GRANTOR's retained subject property, where necessary, after the termination of construction and/or the PROJECT, and after expiration of the temporary construction easement period, for the purpose of conforming such driveway, walkway, sidewalk, irrigation and fence areas, and for the purpose of resloping and replanting affected lawn, landscaped and irrigated areas.

9. HAZARDOUS WASTE MATERIAL

It is understood that the PROPERTY may contain hazardous materials requiring mitigation under State or Federal law. The acquisition price herein reflects the fair market value of the PROPERTY without the presence of contamination. If clean-up of hazardous materials on or under the PROPERTY is required, CITY may elect to recover its clean-up costs from those who are legally responsible therefor.

GRANTOR hereby represents and warrants that to the best of its knowledge during the period of GRANTOR's ownership of the PROPERTY, there have been no disposals, releases or threatened releases of hazardous materials on, from, or under the PROPERTY. GRANTOR further represents and warrants that GRANTOR has no knowledge of any disposal, release, or threatened release of hazardous materials on, from or under the PROPERTY that have occurred prior to GRANTOR taking title to the PROPERTY.

10. SEVERABILITY

If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired or invalidated in any way.

11. GOVERNING LAW

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

12. PUBLIC PURPOSE

CITY requires the PROPERTY, which is not now appropriated to a public use, for the PROJECT, and CITY can acquire the PROPERTY through the exercise of the power of eminent domain.

Both GRANTOR and CITY recognize the expense, time, effort and risk to both GRANTOR and CITY in resolving a potential dispute over compensation for the

PROPERTY by eminent domain litigation; and, the compensation set forth herein is in compromise and settlement, in lieu of such litigation.

13. RELEASE OF CLAIMS

Assuming the PROJECT is constructed and used in the manner proposed, GRANTOR, for themselves, their agents, assigns, successors-in-interest, and any related or affiliated entities, hereby fully releases and discharges CITY, its agents, employees, officers, directors, attorneys, accountants, insurers and other representatives, and any and all related or affiliated private or public agencies or entities, from all rights, claims, demands, actions or causes of actions which GRANTOR now has or may have in the future against CITY for additional compensation for acquisition of the PROPERTY; this release shall be limited to claims for further compensation for the acquisition and use of the PROPERTY, inverse condemnation, severance damages, relocation benefits, reestablishment benefits, the cost or value of any equipment or fixtures, related expenses, attorneys' fees and costs, and "loss of" damages, including lost goodwill. Specifically excluded from this release are any rights, claims, demands, actions or causes of actions related to or arising out of the construction of the PROJECT.

In connection with the released claims, GRANTOR expressly waives the protection of Civil Code Section 1542 which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR

14. AUTHORITY AND EXECUTION

Each person executing this AGREEMENT on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right and authority to enter into this AGREEMENT and perform all of its obligations hereunder. GRANTOR further warrants that it is the owner in fee simple of the subject property affected by this AGREEMENT and that it has the exclusive right to convey these interests.

15. ATTORNEYS' FEES

The prevailing party in any action to enforce this AGREEMENT or any provision thereof shall be entitled to recovery of reasonable attorneys' fees and costs.

16. ENTIRE AGREEMENT

This AGREEMENT, along with the Grant of the PPE, the PBEs and the TCE, represent the full and complete understanding of the parties with respect to the PROPERTY and the PROJECT. Any prior or contemporaneous oral or written agreements by and between the parties or their agents and representatives with respect to the PROPERTY or the PROJECT are revoked and extinguished by this AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as follows:

APPROVED:
CITY OF FREMONT

GRANTOR:
WASHINGTON TOWNSHIP HEALTH
CARE DISTRICT, a California local hospital
district

Jessica v Borck, Assistant City Manager

Signature: _____
Title: _____

Effective Date

Date: _____

APPROVED AS TO FORM:

Nellie Ancel, Sr. Deputy City Attorney II

"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."

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 of Notary

EXHIBIT "A"

RECORDING REQUESTED BY:

City of Fremont

No fee for recording pursuant to
Government Code Section 27383

WHEN RECORDED MAIL TO:

Eva Ip
Real Property Agent
CITY OF FREMONT
39550 Liberty Street
Fremont, CA 94538

THIS SPACE FOR RECORDER'S USE ONLY

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

WASHINGTON TOWNSHIP HEALTH CARE DISTRICT

PORTIONS OF APN 507-0465-001-23

39101 CIVIC CENTER DRIVE
2500 TO 2780 MOWRY AVENUE

PWC 8868

FREMONT CITY CENTER
MULTI-MODAL IMPROVEMENTS – PHASE II
BIKE & PEDESTRIAN IMPROVEMENTS TO BART STATION

FEDERAL PROJECT NO. STPL-5322(055)

TITLE OF DOCUMENT

THIS PAGE HERE TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Government Code 27361.6)

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For and in consideration of the benefits to be derived by the undersigned by the establishment of public pedestrian and bicycle pathways hereinafter referred to as Fremont City Center Multi-Modal Improvements Project – Phase II – Bike and Pedestrian Improvements to BART Station (PROJECT), and for other valuable consideration, the undersigned, Washington Township Health Care District, a California local hospital district, which acquired title as WASHINGTON TOWNSHIP HEALTH CARE DISTRICT, a local hospital district, (“GRANTOR”), grants to THE CITY OF FREMONT (CITY), a municipal corporation, a temporary construction easement (“Easement”) for the purposes of constructing the PROJECT, including widening sidewalks; striping for bicycle lanes and crosswalks; installing directional signs and pedestrian lighting; and creating ADA ramps, over and across, and through a portion of the real property at 39101 Civic Center Drive and 2500-2780 Mowry Avenue, Fremont, County of Alameda, State of California (“subject property”), which is described in **Exhibit C**, attached hereto.

This Easement shall include the right to temporary use of the Easement area, as described in Exhibit A, by CITY, its authorized agents, and employees, and by persons under contract with it and their employees to construct the PROJECT, to enter upon said land with personnel, vehicles and equipment, to remove vegetation (excluding trees) thereon that interfere with the purpose for which this Easement is granted, to take therefrom and use earth, rock, sand and gravel for the purpose of constructing the PROJECT and performing conformance work. Also included is the right to install, maintain or remove landscaping.

Where necessary, improvements in the Easement area may be removed by CITY. Such improvements, to the extent they do not interfere with the purpose for which this Easement is granted, will be reconstructed at CITY’s sole expense before the termination of the Easement. Upon completion of the Project work in the Easement area, CITY will promptly restore the Easement area to a condition at least as good as the condition the subject property was in prior to the construction.

In the event CITY occupies the Easement area beyond the specified time period for construction purposes, CITY shall make payment to GRANTOR for the additional time, on a month to month basis, as described in the Right of Way Agreement between GRANTOR and CITY dated _____, 2017.

This Easement is for a period of 15 months from November 1, 2017 to January 31, 2019. In the event CITY occupies the Easement area beyond the fifteen (15) months, CITY shall pay GRANTOR, on a month-to-month basis, additional compensation as specified in the Right of Way Agreement. In no event will the term of the Easement extend beyond March 31, 2018.

CITY covenants to, where the subject property outside of the Easement area (“retained property”) has been disturbed, perform all warranty or conformance works on the retained property including: conforming driveways, walkways, lawn, landscaped and hardscaped areas

and irrigation systems. At no additional cost to the CITY, CITY shall have the right to enter upon the retained property during the term of the Easement, where necessary, to reconstruct or perform any warranty or conformance works. Said works include conforming driveways, walkways, lawn, landscaped and hardscaped areas, irrigation systems, sidewalks or any area where reconstruction or warranty work on the retained property is necessary.

CITY shall indemnify, protect, hold harmless and defend GRANTOR (and its agents, successors and assignees) and GRANTOR's property from and against any and all liabilities, liens, claims, damages, costs, expenses, suits or judgments (including attorneys' fees and court costs) incurred by reason of any of the following: (i) for labor or services performed or materials furnished to or for CITY; (ii) arising out of any failure by CITY to comply with the entry requirements set forth above; or (iii) for personal injury, death or property damage arising out of an entry upon the GRANTOR's property by CITY or its employees, agents, representatives or contractors, except to the extent caused by the negligence or willful misconduct of GRANTOR or its employees, agents, representatives or contractors.

All work performed by CITY in the Easement area shall conform to applicable building, fire, and sanitary laws, ordinances and regulations relating to such work and shall be done in a good and workmanlike manner.

THIS grant of Easement and all of the covenants herein contained shall inure to the benefit of the CITY, and be binding on GRANTOR, his heirs, successors and assigns.

IN WITNESS WHEREOF, this Grant of Temporary Construction Easement is signed and executed on _____.

GRANTOR:
WASHINGTON TOWNSHIP HEALTH CARE
DISTRICT, a local hospital district

Signature: _____

Print Name: _____

Title: _____

CALIFORNIA ALL-PURPOSE 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

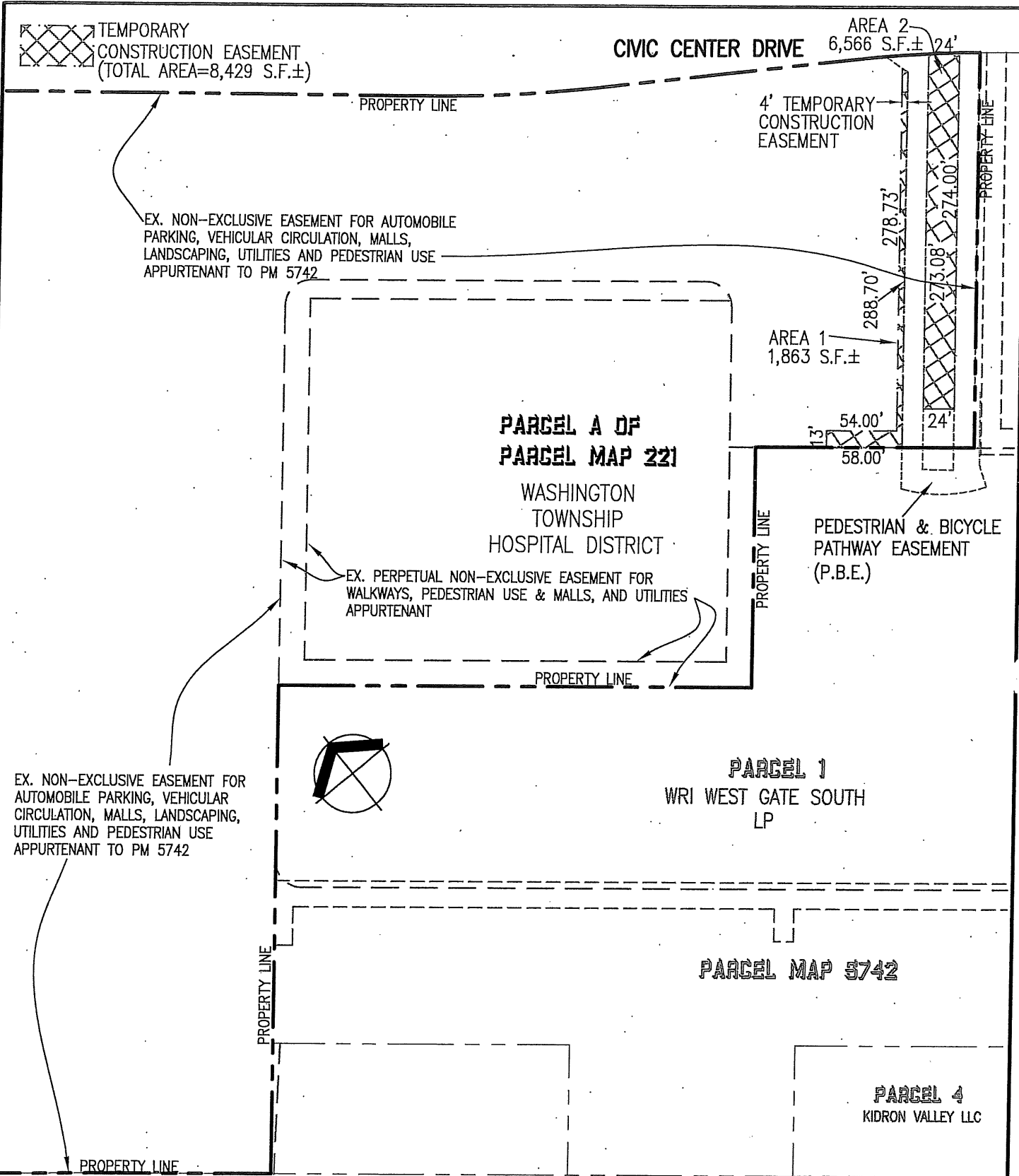
County of _____

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 of Notary



FREMONT CITY CENTER MULTI-MODAL IMPROVEMENTS
BIKE & PEDESTRIAN IMPROVEMENTS FROM
FREMONT BART/SHOPPING CENTER TO DOWNTOWN

OWNER: Washington Township Hospital
APN: 507-465-01-23 ADDRESS: 2500 Mowry Avenue

EXHIBIT C TEMPORARY CONSTRUCTION EASEMENT

THE INFORMATION HEREON IS TAKEN FROM RECORDS AND DOES NOT REPRESENT A SURVEY.

Date: May 2015
Drawn: pl
Scale: 1"=100'
File: Wash_Hosp PE&TCE
Project No.: 8520(PWC)

EXHIBIT "B"

RECORDING REQUESTED BY:

BELL, SHEPPARD & FARIA, APC

When Recorded Mail To:

HARRY R. SHEPPARD, ESQ.
BELL, SHEPPARD & FARIA
43213 Mission Blvd.
Fremont, CA 94539-5888

Recorded in Official Records, Alameda County
Patrick O'Connell, Clerk-Recorder

52.00

95123218 2:18pm 06/02/95

005 20016330 26 07

018 10 7.00 45.00 0.00 0.00 0.00 0.00 0.00

Space Above This Line For Recorder's Use

JOINT ACCESS EASEMENT AGREEMENT

PREAMBLE

THIS JOINT ACCESS EASEMENT AGREEMENT ("Agreement") is made this 16th day of May 1995, by and between Washington Township Health Care District ("Washington"), a political subdivision of the State of California and formerly known as Washington Township Hospital District; Paseo Padre Associates, L.P. ("Paseo"), a California limited partnership; Fritz B. Burns Foundation ("Foundation"), a nonprofit corporation; Edward D. Storm ("Storm"), a married man, as his sole and separate property; and Derek K. Hunter, Jr. ("Hunter"), a married man, as his sole and separate property, as to an undivided one-half interest as a tenant in common with Edward D. Storm. The City of Fremont ("City"), a municipal corporation, is a third party beneficiary of this joint access easement agreement. Washington herein grants as grantor, the use of two separate easements to Paseo, Foundation, Storm and Storm/Hunter, as grantees.

RECITALS

A. Parcel A Ownership. Washington is the owner of real property labeled Parcel A ("Parcel A") on the site plan ("Site Plan") attached hereto as Exhibit A and made a part hereof and described on Exhibit B attached hereto and made a part hereof.

B. Parcel 1 Ownership. Paseo is the owner of real property labeled Parcel 1 ("Parcel 1") on the site plan and described on Exhibit C attached hereto and made a part hereof.

C. Parcels 2 Ownership. Foundation is the owner of real property labeled Parcel 2 ("Parcel 2") on the site plan and described on Exhibit D attached hereto and made a part hereof.

D. Parcel 3 Ownership. Storm is the owner of real property labeled Parcel 3 ("Parcel 3") on the site plan and described on Exhibit E attached hereto and made a part hereof.

E. Parcel 4 Ownership. Storm and Hunter are the owners of real property labeled Parcel 4 ("Parcel 4") on the site plan and described on Exhibit F attached hereto and made a part hereof.

F. Purpose. Washington as grantor and Paseo, Foundation, Storm and Storm/Hunter as grantees desire to enter into this Agreement to establish ingress and egress rights over and across Grantor's property as hereinafter provided. The parties desire that the properties described in Exhibits A through F be developed, used, and maintained in an orderly manner consistent with the laws, ordinances

and general plan of the City of Fremont, and desire therefore to provide for adequate traffic flow over and across the said properties as they are developed.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

TERMS

1. Grant of Easements. Washington as to Parcel A as grantor, hereby reserves to itself, its customers, invitees and employees, and grants to each of the others, their customers, invitees and employees, an irrevocable, nonexclusive and appurtenant right ("Easement") of access, ingress and egress over and through certain portions ("Easement Parcels") of Parcel A. The Easement granted and reserved herein is for pedestrian and vehicular access over and through the specified improved drive aisles of the Easement Parcels as they may exist from time to time only and do not include vehicular parking within the Easement Parcels, nor parking rights on any other part of Parcel A, nor access and egress rights over any other part of Parcel A. Attached hereto and incorporated herein as Exhibit G is a diagram showing each irrevocable, nonexclusive and appurtenant easement, labeled respectively as "Joint Access Easement A" and "Joint Access Easement B", granted by Washington to each of the grantees. The legal descriptions for each irrevocable, nonexclusive and appurtenant easement is attached hereto as Exhibit H and made a part hereof.
2. Limitations on Use. Each party agrees that it will not exercise its rights under this Agreement in such a manner as to interfere with any other party's use of the Easement or its use of its own property and facilities. Washington warrants that it will keep the Easement Parcels unobstructed.
3. Maintenance. The easement granted herein includes incidental rights of maintenance, repair and replacement, the subject of an Easement Area Maintenance Agreement executed by the parties as of this same date.
4. Duration. Succession. The Easements and other terms of this Agreement shall run with the land and shall continue in perpetuity unless amended or terminated as provided herein below. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, personal representatives, tenants, successors and/or assigns.
5. Modification. Cancellation. The Agreement may be modified or cancelled only by the written consent of all parties to this Agreement. The City of Fremont shall be entitled to notice of all modifications. The Agreement shall not be terminated without the City of Fremont's consent.
6. Attorney's Fees. In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.
7. Integration Clause. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent

modification in writing, signed by all parties to this Agreement.

8. Notices. Notices required or permitted to be given in connection with this Agreement shall be mailed, certified or registered United States mail, postage prepaid, or delivered (either personal delivery or delivery by private express courier service such as Federal Express) to the following addresses:

Washington: Nancy Farber
Washington Hospital
2000 Mowry Avenue
Fremont, CA 94536

Paseo: Paseo Padre Associates
c/o Mortgage & Realty Trust
3500 West Olive Avenue, #600
Burbank, California 91505
Attn: Donald W. Burnes, Jr.

Foundation: Fritz B. Burns Foundation
4001 West Alameda, Suite 203
Burbank, California 91505
Attn: W.K. Skinner

Storm: Edward D. Storm
c/o Storm Land Company
104 Park Center Plaza
San Jose, CA 95113

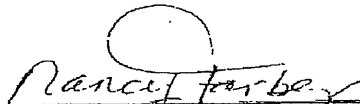
Hunter: Derek Hunter
c/o Hunter Properties
20725 Valley Green Drive, #100
Cupertino, CA 95014

City: City of Fremont
39550 Liberty St.
P.O. Box 5006
Fremont, CA 94537-5006

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

"WASHINGTON"


WASHINGTON TOWNSHIP HEALTH
CARE DISTRICT formerly WASHINGTON
TOWNSHIP HOSPITAL DISTRICT

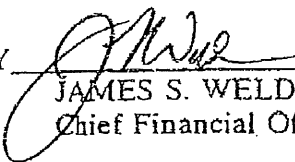
BY 
NANCY FARBER
Chief Executive Officer

"PPA"

PASEO PADRE ASSOCIATES,
a California limited partnership

By: MRT WEST INC.,
a California corporation,
its General Partner

BY 
DONALD W. BURNES, JR.
Senior Vice-President

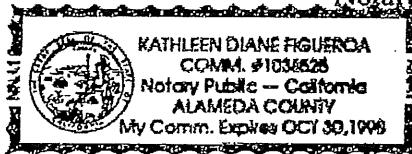
BY 
JAMES S. WELD
Chief Financial Officer

State of California)
) ss.
County of Alameda)

On 5/30, 1995, before me, the undersigned, personally appeared Nancy Farber, personally known to me (or 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.

WITNESS my hand and official seal.

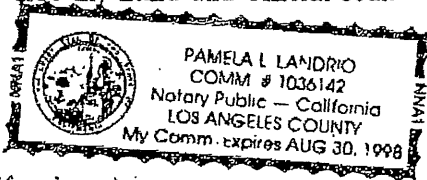
Kathleen Diane Figueroa
Notary Public



State of California)
) ss.
County of Los Angeles

On May 16, 1995, before me, the undersigned, personally appeared Donald W. Burnes, Jr., personally known to me (or 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.

WITNESS my hand and official seal.

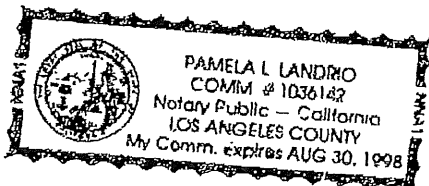


Donald W. Burnes, Jr.
Notary Public

State of California)
) ss.
County of Los Angeles

On May 16, 1995, before me, the undersigned, personally appeared James S. Weld, personally known to me (or 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.

WITNESS my hand and official seal.

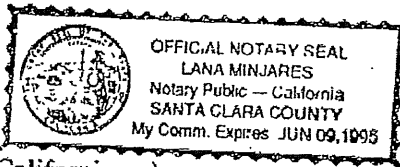


James S. Weld
Notary Public

State of California)
) ss.
County of Santa Clara

On 5/19, 1995, before me, the undersigned, personally appeared Edward D. Storm personally known to me (or 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.

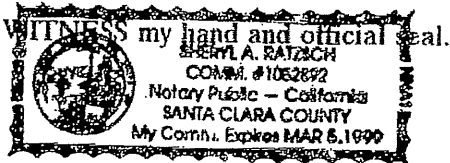
WITNESS my hand and official seal.



Lana Minjares
Notary Public

State of California)
 Santa) ss.
County of Clara

On May 22, 1995, before me, the undersigned, personally appeared Derek K. Hunter, Jr. personally known to me (or 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.



Sheryl A. Ratzsch
Notary Public

State of California)
) ss.
County of _____

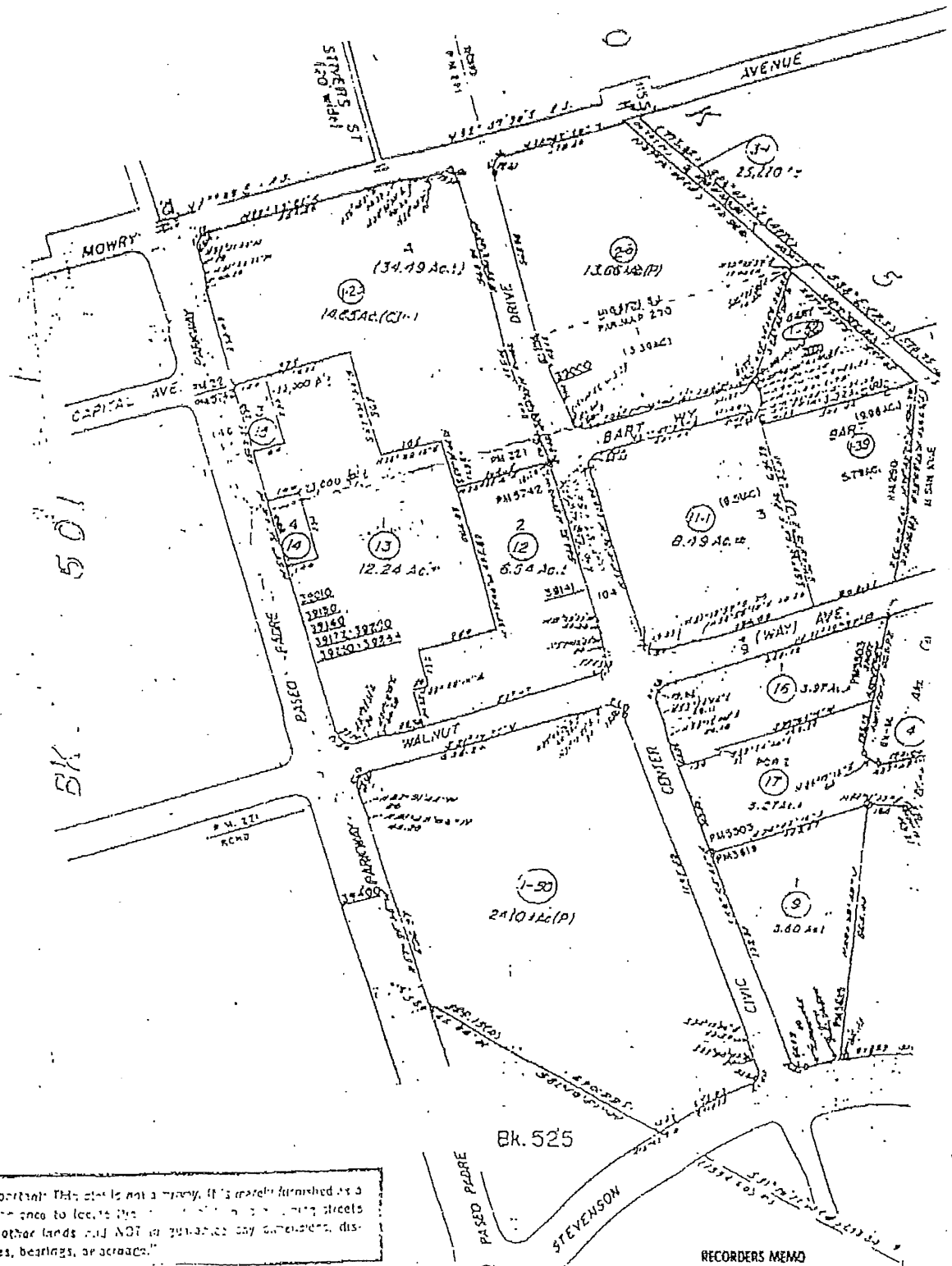
On _____, 1995, before me, the undersigned, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.

WITNESS my hand and official seal.

Notary Public

95123218

Copy 5254 1-10-60 TITLE: 42-1400



Bk. 501

Bk. 525

"Important: This plat is not a warranty. It is merely furnished as a convenience to locate the land. It does not guarantee the accuracy of the streets and other lands and NOT in guarantee any dimensions, distances, bearings, or acreage."

EXHIBIT A

RECORDERS MEMO
 LEGIBILITY FOR MICROFILMING AND
 COPYING UNSATISFACTORY IN A PORTION
 OF THIS DOCUMENT WHEN RECORDED

EXHIBIT B**[WASHINGTON TOWNSHIP HEALTH CARE DISTRICT-PARCEL A]**

ALL THAT PORTION OF PARCEL A, AS SHOWN ON PARCEL MAP NO. 221, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER AUGUST 3, 1966, IN BOOK 54 PAGE 3 OF MAPS, RECORDER'S SERIAL NO. AY/92932, RECORDS OF ALAMEDA COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF SAID PARCEL A, WHICH BEARS SOUTH 57 DEGREES 31 MINUTES 44 SECONDS EAST THEREON 338.03 FEET FROM THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE IN SAID SOUTHWESTERLY LINE SHOWN ON SAID MAP AS HAVING A BEARING OF NORTH 57 DEGREES 31 MINUTES 44 SECONDS WEST AND LENGTH OF 1563.314 FEET; THENCE NORTH 32 DEGREES 28 MINUTES 16 SECONDS EAST 375.00 FEET; THENCE SOUTH 57 DEGREES 31 MINUTES 44 SECONDS EAST 367.00 FEET THENCE NORTH 32 DEGREES 28 MINUTES 16 SECONDS EAST 185.00 FEET; THENCE SOUTH 57 DEGREES 31 MINUTES 44 SECONDS EAST 169.00 FEET; THENCE NORTH 32 DEGREES 28 MINUTES 16 SECONDS EAST 304.152 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID PARCEL A, BEING A POINT IN A CURVE CONCAVE TO THE SOUTHWEST WITH RADIUS OF 948.00 FEET, SAID POINT IS 13.737 FEET NORTHWESTERLY MEASURED ALONG THE ARC OF SAID CURVE FROM THE SOUTHEASTERLY TERMINUS THEREOF; THENCE ALONG THE BOUNDARY OF SAID PARCEL A AS FOLLOWS: NORTHWESTERLY ALONG THE ARC OF LAST SAID CURVE WITH A RADIUS OF 948.00 FEET AN ARC DISTANCE OF 99.32 FEET; NORTH 64 DEGREES 01 MINUTE 59 SECONDS WEST 200.00 FEET; NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1052 FEET, AN ARC DISTANCE OF 125.46 FEET; NORTH 57 DEGREES 12 MINUTES 01 SECONDS WEST 564.91 FEET; WESTERLY ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 50 FEET, AN ARC DISTANCE OF 78.53 FEET; SOUTH 32 DEGREES 48 MINUTES 21 SECONDS WEST 80 FEET; SOUTH 38 DEGREES 30 MINUTES 59 SECONDS WEST 40.20 FEET; SOUTH 32 DEGREES 48 MINUTES 21 SECONDS WEST 54.34 FEET; SOUTH 32 DEGREES 33 MINUTES 21 SECONDS WEST 553.82 FEET; SOUTHERLY ALONG THE ARC OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 50 FEET, AN ARC DISTANCE OF 78.61 FEET; SOUTH 57 DEGREES 31 MINUTES 44 SECONDS EAST 80.00 FEET; SOUTH 51 DEGREES 49 MINUTES 06 SECONDS EAST 40.20 FEET; SOUTH 57 DEGREES 31 MINUTES 44 SECONDS EAST 338.03 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBER: 507-0465-001-23

EXHIBIT B

EXHIBIT C**[PASEO PADRE ASSOCIATES, L.P.-PARCEL 1]**

All that certain real property situated in the City of Fremont, County of Alameda, State of California described as follows:

PARCEL ONE:

PARCEL 1, of Parcel Map No. 5742, filed November 11, 1989, Map Book 187, Page 67, Alameda County Records.

PARCEL TWO:

Non-exclusive perpetual easements for automobile parking purposes, vehicular circulation, malls, landscaping, public or common utility purposes and pedestrian passageways with ingress thereto and egress therefrom over that portion of Parcel 1, as reserved in the Deed from Fremont Meadows, Inc., a California corporation, to the Emporium Capwells Company, a California corporation, recorded September 8, 1966, Reel 1838, Image 436, Recorder's Instrument No. AY/106397, Official Records, and more particularly described as follows:

All that portion of Parcel A, as shown on Parcel Map No. 221, filed for record in the office of the County Recorder August 3, 1966 in Book 54, Page 3, of Maps, Recorder's Serial No. AY/92932, Records of Alameda County, California, described as follows:

Beginning at a point in the southwesterly line of said Parcel A, which bears south 57° 31' 44" east thereon 338.030 feet from the northwesterly terminus of that certain course in said southwesterly line shown on said map as having a bearing of north 57° 31' 44" west and a length of 1563.314 feet; thence north 32° 28' 16" east 667.00 feet to the beginning of a tangent curve to the right with radius of 20.00 feet; thence northerly along the arc of said curve 31.416 feet; thence tangent to said curve south 57° 31' 44" east 307.00 feet to the beginning of a tangent curve to the right with radius of 20.00 feet; thence easterly along the arc of said curve 31.416 feet; thence tangent to said curve south 32° 28' 16" west 107.00 feet; thence south 57° 31' 44" east 189.00 feet; thence north 32° 28' 16" east 304.512 feet to a point on the northeasterly line of said Parcel A; being a point in a curve concave to the southwest with radius of 948.00 feet, said point is 13.737 feet

EXHIBIT C

northwesterly measured along the arc of said curve from the southeasterly terminus thereof; thence northwesterly, southwesterly and southeasterly following the boundary line of said Parcel A, through its various curves, courses and distances to the point of beginning.

PARCEL THREE:

Perpetual non-exclusive easements for walkways, pedestrian use and malls, and for underground public or common utilities installations, but with the right of the grantee to similar use thereof, and to install under said easement footings, foundation walls, and not less than 10 feet above, marquees with supporting columns and footings and foundations, together with projections into said easement to permit architectural adornment and beautification of the exterior walls of the Grantee's proposed building but all thereof shall be so reasonably installed by grantee as not to interfere with the pedestrian traffic and use thereof, as reserved in the Deed recorded September 8, 1966, Reel 1838, Image 436, Official Records, Recorder's Instrument No. AY/105397. Said easement is more particularly described as follows: The northeasterly 14.50 feet; the northwesterly 19.50 feet; the southwesterly 20.00 feet; and the southwesterly 185.00 feet of the southeasterly 20.00 feet of that portion of said Parcel 1, described as follows:

All that portion of Parcel A, as shown on Parcel Map No. 221, filed for record in the Office of the County Recorder August 3, 1966 in Book 54 Page 3 of Maps, Recorder's Serial No. AY/92932, Records of Alameda County, California, described as follows:

Beginning at the northwesterly terminus of that certain course in the southwesterly line of said Parcel A, shown on said Map as having a bearing of north 57° 31' 44" west and a length of 1563.314 feet; thence along said southwesterly line south 57° 31' 44" east 338.030 feet; thence leaving said southwesterly line north 32° 28' 16" east 375.00 feet to the true point of beginning; thence south 57° 31' 44" east 367.00 feet; thence north 32° 31' 44" west 20.00 feet; thence north 32° 28' 16" east 107.00 feet to the beginning of a tangent curve to the left having a radius of 20.00 feet; thence northerly along the arc of said curve 31.416 feet; thence tangent to said curve north 57° 31' 44" west 307.00 feet to the beginning of a tangent curve to the left with radius of 20.00 feet; thence westerly along the arc of last said curve 31.416 feet; thence tangent to last said curve south 32° 28' 16" west 292.00 feet to the true point of beginning.

Commonly known as: 39141 Civic Center Drive
Alameda County Account No. 507-465-1-24

EXHIBIT C

EXHIBIT D**[FRITZ B. BURNS FOUNDATION-PARCEL 2]****PARCEL ONE:**

Parcel A, as shown on Parcel Map No. 221, filed for record in the office of the County Recorder August 3, 1966, in Book 54, Page 3 of Maps, Records of Alameda County.

Excepting therefrom that portion of parcel A described in the deed from Fremont Meadows, Inc., a corporation, to the Emporium Capwell Company, a California corporation, recorded September 8, 1966, Reel 1838, Image 436, Recorder's Instrument No. AY/106397, Official Records.

Now known as Parcels 1, 2, 3 & 4 as shown on Parcel Map No. 5742, filed for record in the office of the County Recorder November 22, 1989, in Book 187, Pages 67 & 68 of Maps, Records of Alameda County.

Excepting therefrom, Parcel 1, 3 and 4 on Parcel Map 5742.

PARCEL TWO:

Non-exclusive perpetual easements for automobile parking purposes, vehicular circulation, malls, landscaping, public or common utility purposes and pedestrian passageways with ingress thereto and egress therefrom over that portion of Parcel 1 as reserved in the Deed from Fremont Meadows, Inc., a California corporation, to the Emporium Capwell Company, a California corporation, recorded September 8, 1966, Reel 1838, Image 436, Recorder's Instrument No. AY/106397, Official Records, and more particularly, described as follows:

All that portion of Parcel A, as shown on Parcel Map No. 221, filed for Record in the Office of the County Recorder August 3, 1966 in Book 54 Page 3 of Maps, Recorder's Serial No. AY/92932, Records of Alameda County, California, described as follows:

Beginning at a point in the southwesterly line of said Parcel A, which bears south 57° 31' 44" east thereon 338.030 feet from the northwesterly terminus of that certain course in said southwesterly line shown on said Map as having a bearing of north 57° 31' 44" west and a length of 1563.314 feet; thence north 32° 28' 16" east 667.00 feet to the beginning of a tangent curve to the right with radius of 20.00 feet; thence northerly along the arc of said curve 31.416 feet; thence tangent to said curve south 57° 31' 44" east 307.00 feet to the beginning of a tangent curve to the right with radius of 20.00 feet; thence easterly along the arc of said curve 31.416 feet; thence tangent to said curve

EXHIBIT D

95123218

south 32° 28' 16" west 107.00 feet; thence south 57° 31' 44" east 189.00 feet; thence north 32° 28' 16" east 304.152 feet to a point on the northeasterly line of said Parcel A, being a point in a curve concave to the southwest with radius of 948.00 feet, said point is 13.737 feet northwesterly measured along the arc of said curve from the southeasterly terminus thereof thence northwesterly, southwesterly and southeasterly following the boundary line of said Parcel A, through its various curves, courses and distances to the point of beginning.

PARCEL THREE:

Perpetual non-exclusive easements for walkways, pedestrian use and malls, and for underground public or common utilities installations, but with the right of the grantee to similar use thereof, and to install under said easement footings, foundation walls, and not less than 10 feet above, marquees with supporting columns and footings and foundations, together with projections into said easement to permit architectural adornment and beautification of the exterior walls of grantee's proposed building but all thereof shall be so reasonably installed by grantee as not to interfere with the pedestrian traffic and use thereof, as reserved in the Deed recorded September 8, 1966, Reel 1838, Image 436, Official Records, Recorder's Instrument No. A.Y/104397. Said easement is more particularly described as follows:

The northeasterly 14.50 feet; thence northwesterly 19.50 feet; thence southwesterly 20.00 feet; and the southwesterly 185.00 feet of the southeasterly 20.00 feet of that portion of said Parcel 1, described as follows:

All that portion of Parcel A, as shown on Parcel Map No. 221, filed for record in the Office of the County Recorder August 3, 1966 in Book 54 Page 3 of Maps, Recorder's Serial No. AY/92932, Records of Alameda County, California, described as follows:

Beginning at the northwesterly terminus of that certain course in the southwesterly line of said Parcel A, shown on said Map as having a bearing of north 57° 31' 44" west and a length of 1563.314 feet; thence along said southwesterly line south 57° 31' 44" east 338.030 feet; thence leaving said southwesterly line north 32° 28' 16" east 375.00 feet to the true point of beginning; thence south 57° 31' 44" east 367.00 feet; thence north 32° 31' 44" west 20.00 feet; thence north 32° 28' 16" east 107.00 feet to the beginning of a tangent curve to the left having a radius of 20.00 feet; thence northerly along the arc of said curve 31.416 feet; thence tangent to said curve north 57° 31' 44" west 307.00 feet to the beginning of a tangent curve to the left with radius of 20.00 feet; thence westerly along the arc of last said curve 31.416 feet; thence tangent to last said curve south 32° 28' 16" west 292.00 feet to the true point of beginning.

EXHIBIT D

95123218

EXHIBIT E

[EDWARD D. STORM-PARCEL 3]

REAL PROPERTY in the City of Fremont, County of Alameda, State of California, described as follows:

PARCEL ONE:

Parcel 3, Parcel Map 5742, filed November 22, 1989, in Book 187, Pages 67 and 68 of Maps, Alameda County Records.

PARCEL TWO:

Non-exclusive enumerated Easements as contained in that certain instrument entitled "Declaration of Restrictions, Grant of Easements and Maintenance Agreement" recorded November 27, 1989, Series No. 89-318900, Official Records.

A.P. No. 507-0465-015

EXHIBIT E

95123218

EXHIBIT F

[EDWARD D. STORM AND DEREK HUNTER-PARCEL 4]

PARCEL FOUR:

Parcel 4, Parcel Map 5742, Book 187, Page 67 of Maps, Alameda County Records.

A.P. No. 507-0465-014

EXHIBIT F

JOINT ACCESS EASEMENTS

95123218

JOINT ACCESS EASEMENT "A"

All that portion of parcel A, as shown on Parcel Map No.221, filed in the office of the Alameda county recorder, in the state of California, August 3, 1966, in book 54, page 3 of maps, recorder's Serial No AY92932. Being more particularly described as follows:

Beginning at the most westerly corner of parcel 3 of Parcel Map 5742 recorded in Book 187 Page 68 of maps in the office of the county recorder of said county.

Thence from said Point of Beginning North 57°31'44" West along the Northeasterly line of Paseo Padre Parkway, a distance of 45.00 feet to a point;

Thence North 32°28'16" East, a distance of 240.74 feet to a point;

Thence South 57°31'43" East, a distance of 45.00 feet to a point on the westerly boundary of Parcel 1 of said parcel map 5742;

Thence South 32°28'16" West, a distance of 240.74 feet back to the POINT OF BEGINNING.

Containing an Area of 10,833 Square Feet, more or less.

JOINT ACCESS EASEMENT "B"

All that portion of parcel A, as shown on Parcel Map No.221, filed in the office of the Alameda county recorder, in the state of California, August 3, 1966, in book 54, page 3 of maps, recorder's Serial No. AY92932. Being more particularly described as follows:

Beginning at the most westerly corner of parcel 2 of Parcel Map 5742 recorded in Book 187, Page 68 of maps in the office of the county recorder of said county.

Thence from said Point of Beginning, North 32°28'16" East along the Northwesterly boundry of said Parcel 2, a distance of 36.04 feet to a point, said point being the beginning of a nontangent curve (radial bearing North 76°05'38" West);

Thence Northerly along said curve to the right having a radius of 15.00 feet and a central angle of 46°22'38" a distance of 12.14 feet to a point on a tangent line;

Thence North 32°28'16" East, a distance of 257.20 feet to a point on a nontangent curve (radial bearing South 31°41'13" West); said point lying on the Southwesterly line of Civic Center Drive.

Thence Northwesterly along said curve having a radius of 948.21 feet and a central angle of 02°43'17" a distance of 45.04 feet to a point on a nontangent line;

Thence South 32°28'16" East, a distance of 302.41 feet to the Northeasterly line of Parcel 1 of said Parcel Map 5742;

Thence South 57°31'44" West, a distance of 49.65 feet back to the POINT OF BEGINNING.

Containing an Area of 13,838 Square Feet, more or less.

RECORDING REQUESTED BY:

City of Fremont

No fee for recording pursuant to
Government Code Section 27383

WHEN RECORDED MAIL TO:

Eva Ip
Real Property Agent
CITY OF FREMONT
39550 Liberty Street
Fremont, CA 94538

THIS SPACE FOR RECORDER'S USE ONLY

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

WASHINGTON TOWNSHIP HEALTH CARE DISTRICT

PORTIONS OF APN 507-0465-001-23

39101 CIVIC CENTER DRIVE
2500 TO 2780 MOWRY AVENUE

PWC 8868

FREMONT CITY CENTER
MULTI-MODAL IMPROVEMENTS – PHASE II
BIKE & PEDESTRIAN IMPROVEMENTS TO BART STATION

FEDERAL PROJECT NO. STPL-5322(055)

TITLE OF DOCUMENT

THIS PAGE HERE TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Government Code 27361.6)

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For and in consideration of the benefits to be derived by the undersigned by the establishment of public pedestrian and bicycle pathways hereinafter referred to as Fremont City Center Multi-Modal Improvements Project – Phase II – Bike and Pedestrian Improvements to BART Station (PROJECT), and for other valuable consideration, the undersigned, Washington Township Health Care District, a California local hospital district, which acquired title as WASHINGTON TOWNSHIP HEALTH CARE DISTRICT, a local hospital district, (“GRANTOR”), grants to THE CITY OF FREMONT (CITY), a municipal corporation, a temporary construction easement (“Easement”) for the purposes of constructing the PROJECT, including widening sidewalks; striping for bicycle lanes and crosswalks; installing directional signs and pedestrian lighting; and creating ADA ramps, over and across, and through a portion of the real property at 39101 Civic Center Drive and 2500-2780 Mowry Avenue, Fremont, County of Alameda, State of California (“subject property”), which is described in **Exhibit C**, attached hereto.

This Easement shall include the right to temporary use of the Easement area, as described in Exhibit A, by CITY, its authorized agents, and employees, and by persons under contract with it and their employees to construct the PROJECT, to enter upon said land with personnel, vehicles and equipment, to remove vegetation (excluding trees) thereon that interfere with the purpose for which this Easement is granted, to take therefrom and use earth, rock, sand and gravel for the purpose of constructing the PROJECT and performing conformance work. Also included is the right to install, maintain or remove landscaping.

Where necessary, improvements in the Easement area may be removed by CITY. Such improvements, to the extent they do not interfere with the purpose for which this Easement is granted, will be reconstructed at CITY’s sole expense before the termination of the Easement. Upon completion of the Project work in the Easement area, CITY will promptly restore the Easement area to a condition at least as good as the condition the subject property was in prior to the construction.

In the event CITY occupies the Easement area beyond the specified time period for construction purposes, CITY shall make payment to GRANTOR for the additional time, on a month to month basis, as described in the Right of Way Agreement between GRANTOR and CITY dated _____, 2017.

This Easement is for a period of 15 months from November 1, 2017 to January 31, 2019. In the event CITY occupies the Easement area beyond the fifteen (15) months, CITY shall pay GRANTOR, on a month-to-month basis, additional compensation as specified in the Right of Way Agreement. In no event will the term of the Easement extend beyond March 31, 2018.

CITY covenants to, where the subject property outside of the Easement area (“retained property”) has been disturbed, perform all warranty or conformance works on the retained property including: conforming driveways, walkways, lawn, landscaped and hardscaped areas

and irrigation systems. At no additional cost to the CITY, CITY shall have the right to enter upon the retained property during the term of the Easement, where necessary, to reconstruct or perform any warranty or conformance works. Said works include conforming driveways, walkways, lawn, landscaped and hardscaped areas, irrigation systems, sidewalks or any area where reconstruction or warranty work on the retained property is necessary.

CITY shall indemnify, protect, hold harmless and defend GRANTOR (and its agents, successors and assignees) and GRANTOR's property from and against any and all liabilities, liens, claims, damages, costs, expenses, suits or judgments (including attorneys' fees and court costs) incurred by reason of any of the following: (i) for labor or services performed or materials furnished to or for CITY; (ii) arising out of any failure by CITY to comply with the entry requirements set forth above; or (iii) for personal injury, death or property damage arising out of an entry upon the GRANTOR's property by CITY or its employees, agents, representatives or contractors, except to the extent caused by the negligence or willful misconduct of GRANTOR or its employees, agents, representatives or contractors.

All work performed by CITY in the Easement area shall conform to applicable building, fire, and sanitary laws, ordinances and regulations relating to such work and shall be done in a good and workmanlike manner.

THIS grant of Easement and all of the covenants herein contained shall inure to the benefit of the CITY, and be binding on GRANTOR, his heirs, successors and assigns.

IN WITNESS WHEREOF, this Grant of Temporary Construction Easement is signed and executed on _____.

GRANTOR:
WASHINGTON TOWNSHIP HEALTH CARE
DISTRICT, a local hospital district

Signature: _____
Print Name: _____
Title: _____

CALIFORNIA ALL-PURPOSE 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 _____

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 of Notary

TEMPORARY CONSTRUCTION EASEMENT (TOTAL AREA=8,429 S.F.±)

CIVIC CENTER DRIVE AREA 2 6,566 S.F.± 24'

4' TEMPORARY CONSTRUCTION EASEMENT

EX. NON-EXCLUSIVE EASEMENT FOR AUTOMOBILE PARKING, VEHICULAR CIRCULATION, MALLS, LANDSCAPING, UTILITIES AND PEDESTRIAN USE APPURTENANT TO PM 5742

AREA 1 1,863 S.F.±

PARCEL A OF PARCEL MAP 221

WASHINGTON TOWNSHIP HOSPITAL DISTRICT

EX. PERPETUAL NON-EXCLUSIVE EASEMENT FOR WALKWAYS, PEDESTRIAN USE & MALLS, AND UTILITIES APPURTENANT

PEDESTRIAN & BICYCLE PATHWAY EASEMENT (P.B.E.)

EX. NON-EXCLUSIVE EASEMENT FOR AUTOMOBILE PARKING, VEHICULAR CIRCULATION, MALLS, LANDSCAPING, UTILITIES AND PEDESTRIAN USE APPURTENANT TO PM 5742

PARCEL 1 WRI WEST GATE SOUTH LP

PARCEL MAP 5742

PARCEL 4 KIDRON VALLEY LLC

PASEO PADRE PARKWAY

THE INFORMATION HEREON IS TAKEN FROM RECORDS AND DOES NOT REPRESENT A SURVEY.



FREMONT CITY CENTER MULTI-MODAL IMPROVEMENTS

BIKE & PEDESTRIAN IMPROVEMENTS FROM FREMONT BART/SHOPPING CENTER TO DOWNTOWN

OWNER: Washington Township Hospital
 APN: 507-465-01-23 ADDRESS: 2500 Mowry Avenue

EXHIBIT C TEMPORARY CONSTRUCTION EASEMENT

Date:	May 2015
Drawn:	pl
Scale:	1"=100'
File:	Wash_Hosp PE&TCE
Project No.:	8520(PWC)



WHEN THE CITY ACQUIRES YOUR PROPERTY

CITY OF FREMONT



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WHEN THE CITY ACQUIRES YOUR PROPERTY

City of Fremont

In the development of needed community facilities to improve your City for all its residents, real property usually must be acquired to build the needed facilities. If you own real property to be acquired for a project of the City of Fremont (City), you are protected by the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 (Uniform Act), or similar state legislation AND the eminent domain law of the State of California.

This brochure describes many of the important protections of the Uniform Act. It also gives general information about public acquisition of real property, under State law, that should be useful to you.

Should you desire further information, please contact Real Property Agents, Eva Ip (510-494-4771), in the City's Public Works Department. We firmly believe that full communication with you will greatly ease your concerns and provide a more efficient and effective community improvement program.

WHAT RIGHT DOES THE CITY HAVE TO ACQUIRE MY PROPERTY?

Every public agency has certain powers which are necessary for it to operate effectively. For example, States have the power to levy taxes and the power to maintain order. Another power is the power to acquire private property for public purposes. This is known as the power of eminent domain.

The rights of each of us are protected, however, by the Fifth and Fourteenth Amendments of the U. S. Constitution and by State Constitutions and eminent domain laws. These laws guarantee that if a public agency takes private property it must pay "just compensation" to the owner.

Further, under the uniform Act, the owner has additional protection, some of which are explained in this brochure.

WHO MADE THE DECISION TO BUY MY PROPERTY?

The decision to acquire a specific property for a City project usually involves many persons and many decisions. The final decision to proceed with the project is made by the City Council after a thorough review—which includes public hearings to obtain the views of interested citizens.

If you have any questions about the project or the selection of your property for acquisition, you should contact the City Real Property Agent.

HOW WILL THE CITY DETERMINE HOW MUCH TO OFFER ME FOR MY PROPERTY?

Before making you an offer, the City will obtain at least one and sometimes two appraisals of your property by competent real property appraisers who are familiar with local property values. The appraiser will inspect your property and state his professional opinion of its current fair market value in an appraisal report. After the appraiser has completed the report, a review appraiser may recheck the work to assure that the estimate is fair and the work conforms with professional appraisal standards.

The City is required to offer you "just compensation" for your property. This amount cannot be less than the fair market value of your property, as determined by the City on the basis of its appraisal(s).

WHAT IS FAIR MARKET VALUE?

Fair market value is sometimes defined as that amount of money which would probably be paid for a property in a sale between a willing seller, who does not have to sell, and a willing buyer, who does not have to buy.

The fair market value of a property is generally considered to be "just compensation". Fair market value does not take into account intangible elements such as sentimental value, good will, business profits, or any other "special" value that your property may have for you as an individual.

HOW DOES AN APPRAISER DETERMINE THE FAIR MARKET VALUE OF MY PROPERTY?

Each parcel or real property is different and therefore no single formula can be devised to appraise all properties. Among the factors an appraiser typically considers in estimating the value of real property are:

- How it compares with similar properties in the area that have been sold recently.
- How much it would cost to reproduce the buildings and other structures, less any depreciation.
- How much rental income it could produce.

WILL I HAVE A CHANCE TO TALK TO THE APPRAISER?

YES. You must be contacted and given the opportunity to accompany the appraiser on the inspection of your property. You may then inform the appraiser of any special features which you believe may add to the value of your property. It is your best interest to provide the appraiser with all the useful information you can to insure that nothing of allowable value will be

overlooked. If you are unable to meet with the appraiser, you may wish to have a person who is familiar with your property represent you.

HOW SOON WILL THE CITY GIVE ME A WRITTEN PURCHASE OFFER?

The timing of a purchase offer depends on the following factors:

1. The amount of work required to appraise your property.
2. The availability of funding: and.
3. Possible project delays caused by factors outside the control of the City.

Typically, where items two and three above are not involved, you can expect a written purchase offer within 60 days of completion of the appraisal. The appraisal of real property rights needed from a single family residence takes approximately two months to complete from the date the property is inspected. A business or industrial property, on the other hand, can take several months to complete due to the much greater complexity involved.

The City must give you a written offer to acquire your property for the full amount determined to be just compensation—and must do so promptly. Along with the offer, you will receive a written appraisal summary statement explaining the basis for the determination of just compensation. No negotiations can take place before you receive this statement and the written purchase offer.

It is the duty of the City to ensure that you receive the same price which you would receive if you sold your property privately in the open market. The City cannot buy your property for more than it is worth, but it can and will assure you that you do not have to sell your property for less than its fair market value. If the property is an owner-occupied residential property containing no more than four residential units, California law provides that the owner, upon request, may review a copy of the appraisal upon which the offer is based.

WHAT IS IN THE CITY'S STATEMENT OF THE BASIS FOR ITS DETERMINATION OF JUST COMPENSATION?

The City's statement of the basis for its determination of just compensation must be provided to you with the written purchase offer. Among other things, this statement must include:

- An accurate description of the property to be acquired.
- A list of the improvements covered by the offer.
- The amount of the offer.
- An indication that the offer does not reflect any relocation payments or other relocation assistance which you may receive under other regulations.
- The recognized definition of the term "fair market value" or the equivalent term.

MUST I ACCEPT THE CITY'S INITIAL OFFER?

NO. You are entitled to present your evidence as to the amount you believe is the value of our property and to make suggestions for changing the terms and conditions of the offer. The City must make reasonable efforts to consider and respond to your evidence and suggestions. When fully justified by the available evidence of value, an adjustment in the offer may be made.

MAY I HAVE SOMEONE REPRESENT ME DURING NEGOTIATIONS?

YES. If you would like an attorney, or anyone else, to represent you during negotiations, please inform the City in writing. However, there are no provisions for the City to pay the costs of any such representation.

IF I AGREE TO ACCEPT THE CITY'S OFFER, HOW SOON WILL I BE PAID?

If you reach a voluntary agreement to sell your property and your ownership (title) is clear, payment will be made at a mutually acceptable time. Generally, this should be possible within 45 to 120 days after you sign a purchase contract. If the title evidence obtained by the City indicates that further action is necessary to show that your ownership is clear, you may be able to hasten the payment by helping the City to obtain the necessary proof. (Title evidence is basically a legal record of the ownership of the property. It identifies the owners of record and lists the restrictive deed covenants and recorded mortgages, liens and other instruments affecting your ownership of the property.)

WHAT HAPPENS IF I DON'T AGREE TO THE FINAL PURCHASE OFFER BY CITY?

Sometimes, when private property is required for public purposes, the owner and the City cannot agree on the terms of sale. Our earnest hope is to avoid a proceeding in eminent domain with the added time, concern and cost to everyone. In cases where negotiations have reached an impasse and possession of the property is required in order to allow the project to proceed to construction, the City must resort to the use of the eminent domain process. Eminent domain proceedings are often referred to as condemnations.

An owner's rights are guaranteed by the Federal and State constitutions and applicable State laws. The principal right is that just compensation must be paid. When there are indications that agreement on the purchase of your property cannot be reached, the City will initiate condemnation proceedings.

WHAT HAPPENS IF THE CITY CONDEMNNS MY PROPERTY?

You will be notified of the action and given at least 15 days notice to attend a public hearing with the City Council to determine the need and necessity for the project. The City Council will

not respond to arguments regarding valuation. The sum of compensation will be handled as part of the eminent domain process. After the hearing, assuming need and necessity has been substantiated, the City will file a condemnation suit.

During the condemnation proceeding, you will be provided an opportunity to introduce your evidence as to the value of your property. Of course, the City will have the same right. After the evidence of all parties have been heard, the court will determine the amount of just compensation.

Condemnation suite documents will be prepared by the City and filed with the County of Alameda. Summons and complaint will then be served on all persons having a property interest in the parcel. The persons served must answer within 30 days.

To help you in presenting your case in a condemnation proceeding, you may wish to consider employing an attorney and an appraiser. Effective January 1, 2006, California Code of Civil Procedure §1263.025 requires the City of Fremont to reimburse a property owner for the reasonable cost of an independent appraisal (up to \$5,000) ordered by the property owner, if the City plans to acquire the needed property rights by eminent domain proceedings in the case that a negotiated settlement cannot be reached. Certain conditions must be met in order to qualify for such reimbursement. Please speak to the City's Real Property representative for more information.

WHAT IS AN ORDER FOR POSSESSION?

An order for possession is a procedure within a condemnation action. This procedure allows the City to have the use of your property prior to a negotiated settlement or prior to an award of just compensation in court. This procedure is used typically only where the use of your property is necessary to accomplish timely construction of the project for which your property is required.

To obtain an order for possession, the City must deposit with the court (or in an escrow account) an amount not less than its appraisal of the fair market value of the property. Ordinarily, the owner or lessees are then permitted to withdraw their share of this amount, LESS any amounts necessary to pay off: 1) any mortgage, 2) any liens on the property, or 3) any sums necessary to resolve any special ownership problems. Early withdrawal of your share of the money will not affect your right to seek additional compensation for your property. It is recommended that you have the help of an attorney if you intend to do this. Should the negotiated settlement or court award exceed the amount deposited by the City, you will be paid the difference, plus any interest that may be provided by State law.

WHAT CAN I DO IF I AM NOT SATISFIED WITH THE COURT'S DETERMINATION?

If you are not satisfied with the court judgement, you may file an appeal with the appropriate Appellate Court for the area where your property is located. The City may also file an appeal if it believes the amount of the judgement is too high.

WILL I HAVE TO PAY ANY SETTLEMENT COSTS?

You will be responsible for the payment of the balance on any mortgage on your property. Also, if your ownership is not clear of encumbrances, you may have to pay the cost of clearing them. Since this is a direct conveyance of real property from the property owner to the City, there are no real estate commissions involved, and the City will not recognize or pay any such real estate commission. You will not be responsible for the reasonable and necessary costs of:

- Typical legal and other services required to complete the sale, recording fees, transfer taxes and any similar expenses which are incidental to transferring ownership to the City.
- Penalty costs and other charges necessary to permit prepayment of an earlier recorded mortgage on the property which was entered into in good faith.
- Real property taxes covering the period after the City acquires your property.

The City will identify these items in a Settlement Cost Statement to be given to you at the time of settlement or soon after the court award of compensation, if the property is acquired by condemnation. Ordinarily, if you have paid any of these expenses yourself, you will be repaid at that time. If you later discover other costs for which you should be repaid, you should request repayment from the City within six months after the acquisition. The City will assist you in filing a claim for these costs. Finally, if you believe that you were not properly repaid, you may appeal—first to the City, and if not satisfied, then to the courts.

WHAT HAPPENS TO THE LOAN ON MY PROPERTY?

Payment to satisfy outstanding loans or liens will be made through a title company escrow as in any other real estate transaction.

MAY I KEEP ANY OF THE BUILDINGS OR OTHER IMPROVEMENTS ON MY PROPERTY?

Sometimes improvements on a property are not required by the City. This might include such items as a fireplace mantel, your favorite shrubbery, or even an entire house. If you wish to keep any improvements, please let your Acquisition Agent know as soon as possible.

If you do arrange to keep any improvement(s), the City will deduct its salvage value from the purchase price you would otherwise receive. (The salvage value of an item is its probable selling price if offered for sale on the condition that the buyer will remove it at his own expense.) Of

course, if you arrange to keep any real property improvement (such as a fireplace mantel or a shrub), you will not be entitled to receive a relocation payment for the cost of moving it to a new location.

CAN THE CITY TAKE ONLY A PART OF MY PROPERTY?

YES. . When only a part of your property is needed, every reasonable effort is made to ensure that you do not suffer a financial loss. The total payment by the City will be for the property the City purchases and for any loss in value to your remaining property. Also, if any remaining part would have little or no utility or value to you, the City must offer to buy that remaining part from you.

The determination of any loss in value is an appraisal problem involving variables in which a brief explanation might not adequately cover all situations. Should this situation be involved, the City's Real Property representative will fully explain the effect of a part purchase on your remaining property.

WILL I HAVE TO PAY RENT TO THE CITY AFTER MY PROPERTY IS ACQUIRED?

If you remain in the property after acquisition, you will be required to pay a fair rent to the City. Generally, such rent will not be more than that charged as rent for the use of similar property in yours or a similar area.

HOW SOON MUST I MOVE?

Every reasonable effort will be made to give you ample time to relocate after the acquisition of your property. Except in an unusual instance where there is an urgent need for your property for construction, you cannot be required to move from your residence or to move your business or farm operation without at least 90 days' advance written notice of the date your move is required. In most cases a mutually satisfactory arrangement can be worked out.

If you reach a voluntary agreement to sell your property, you cannot be required to move before you receive the agreed purchase price. In the case of a condemnation, you cannot be required to move before the estimated fair market value of the property has been deposited with the court (or into escrow) so that you can withdraw your share.

If you are being displaced from your residence, decent, safe and sanitary replacement housing must be available before you can be required to move.

WHAT IS TITLE II OF THE UNIFORM ACT?

Title II (Uniform Relocation Assistance) of the Uniform Act specifies certain relocation payments and other assistance which the City must provide to families, individuals, businesses, farms and nonprofit organizations when they are displaced and their personal property must be moved.

The City must furnish you a full explanation of the relocation benefits to which you may be entitled. If you are eligible for these benefits, you will be contacted by the City's Relocation Advisor. To fulfill its relocation obligations to you, the City must be kept information of your plans to move.

MY PROPERTY IS WORTH MORE NOW THAN WHEN I BOUGHT IT. MUST I PAY CAPITAL GAINS TAX ON THE INCREASE?

According to the Internal Revenue Service, the sale of property to a governmental agency for public purposes comes under the definition of an "involuntary conversion". In most cases when the City acquires real property, the property owner may postpone the payment of Federal capital gains taxes on any profit from the sale IF the profit is reinvested in similar property with a certain replacement period. To take advantage of this right, you should file the details in a statement with your Federal income tax return for the tax year in which you realize the gains.

If you have any questions about the IRS rules, you should discuss your particular circumstances with your personal tax advisor or your local IRS office.

I'M A VETERAN. HOW ABOUT MY G. I. LOAN?

After your G. I. Home mortgage loan has been repaid, you will be permitted to obtain another G. I. Loan to purchase another property. Check on such arrangement with your nearest VA office.

IS IT POSSIBLE TO DONATE PROPERTY TO THE CITY?

YES. However, prior to accepting any donation of real property, the City must inform the owner in writing of the amount it believes to be just compensation for the property. The property owner must indicate in writing that—although he understands he cannot be required to sell his property for less than just compensation—he voluntarily agrees to do so.

**CITY OF FREMONT
TITLE VI SURVEY**

1. EA _____
3. Parcel _____

2. Co-Rte-PM _____

PRIVACY NOTICE

The information Practices Act of 1977 (Civil Code Section 1798.17) and the Federal Privacy Act (Public Law 93-579) require that this notice be provided when collecting personal information from individuals. The legal references for maintaining this information are Title VI of Civil Rights Act of 1964 and the Code of Federal Regulations (23CFR710).

The information furnished on this form may be transferred to the Federal Highway Administration where it may be used for statistical purposes and for reviewing compliance with Federal requirements.

All persons impacted by federally funded State transportation projects are requested to provide information with regard to race, color, sex, religion, national origin, ancestry, age, marital status, disability or medical condition. Please check the items below which best describes you and return this form in the enclosed envelope.

The furnishing of this information is voluntary.

Head of household: Male Female

Marital status: Single Married
 Divorced Separated

Race: White American Indian
 Black Specify Tribe _____
 Hispanic Other
 Asian Specify _____

Language spoken, if other than English

Are you or any member of your household suffering any physical disability or medical condition?

Yes No



Memorandum

DATE: November 20, 2017

TO: Nancy Farber, Chief Executive Officer

FROM: Ed Faye, Sr. Associate Administrator
John Lee, Chief Information Officer

SUBJECT: Hospital Phone System Upgrade

Since 2011 the Information Services department has been updating clinics and new buildings to a data network based phone solution. This voice over IP solution has proven to be a reliable and scalable solution and is in place at the Center for Joint Replacement, Central Utility Plant and various clinics. With the coming completion of the Morris Hyman Critical Care Pavilion we will see the use of the new phone technology expand to more patient care areas.

To best prepare for the addition of the Pavilion to our campus, we propose to upgrade our existing legacy hospital phone solution to new technology and standardize all hospital areas to one phone system. The existing hospital phone system is over 10 years old and does not have the features and integration options of the new solution. It is costly to maintain two phone systems and it will prove to be increasingly problematic for staff to learn and navigate separate phone solutions without the upgrade.

Moving to a new phone system for current Nortel phone users in advance of the completion of the Morris Hyman Critical Care Pavilion will enable staff to learn the communication tools needed to navigate the new greatly expanded space in the Emergency Department, ICU/CCU and Med/Surge areas. In accordance with District Law, Policies and Procedures, I request that the Board of Directors authorize the Chief Executive Officer to proceed with the purchase of hardware, software and implementation services in an amount not to exceed \$1,174,393. These monies are included in the Fiscal Year 2018 Capital Budget.