

October 6, 2025

VIA EMAIL (KMURPHY@BWSLAW.COM)Karen Murphy, City Attorney
City of Piedmont
120 Vista Avenue
Piedmont, CA 94611citycouncil@piedmont.ca.gov

Re: City Council Meeting of October 6, 2025, Item 8
Moraga Canyon Specific Plan and Restrictions on Use of Coaches Field Property
Transferred by Mountain View Cemetery to the City of Piedmont

Dear City Attorney Murphy:¹

Thank you for your response of today to my letters of October 3, 2025, and September 3, 2025, on behalf of my client, Mountain View Cemetery ("Cemetery") concerning restrictions contained in the Real Estate Sale Agreement ("Agreement") and Grant Deed for the property, consisting of APN Nos. 048-7002-003 and 050-4579-0 (the "Property"), sold by the Cemetery to the City in 1993. (A copy of your response letter is attached hereto.)

In summary, my letters reminded the City that the purpose of the Agreement was for the City's use of the Coaches Field site, as a "park, sports playfield, municipal recreational facility, city corporation yard or other appropriate municipal use." (See Agreement at Section 2.4.) Moreover, Section 7.1(a) (Buyer's Covenants, Deed Covenants) of the Agreement states that "[t]he Property shall be exclusively used for municipal purposes as reasonably determined from time to time by the Buyer..." These restrictions run with the land and would bind any future purchasers, successors or assignees. Specifically, the Grant Deed states t²

The Grant Deed for the Property includes this covenant and states as follows: "Grantee, and such successors and assigns **shall use the Property exclusively for municipal purposes as reasonably determined from time to time by Grantee....**" The Grant Deed also states that the agreements and covenants contained therein, run with the land for the benefit of the Cemetery, and are enforceable by the Grantor (i.e., the Cemetery), and binding upon the Grantee (City).

The City's response takes the position that whatever use the City puts the Property to, including, but not limited to, multifamily housing constructed and owned by a private developer,

¹ This letter is copied to the City Council and should be included in the record of proceedings in this matter.

² Both the Agreement and Grant Deed are attached to my October 6, 2025 and September 3, 2025 letters.

Karen Murphy, City Attorney
October 6, 2025
Page 2

FENNEMORE.

is a municipal purpose as reasonably determined by the City. You note that the Agreement excludes the storage of hazardous and toxic materials, but that such uses would be the only ones that would not be acceptable.

As an initial matter, we are not aware of any determination made by the City as to what constitutes a municipal use. Certainly, the City has an obligation to plan for the production of housing, but the restriction on the Property is based on its actual “use” and it cannot be used for any non-municipal purposes as that term is “reasonably determined.” Your response suggests that any use to which the Property is put, even by a future private owner, would be a municipal purpose which would effectively write this restriction out of the Agreement.

We respectfully disagree that the City’s interpretation is reasonable, or that the use of the Property for private development of multifamily housing would be satisfy the limitation that the Property be used “exclusively for municipal purposes.”

Once the Property is sold, the new owner’s intent to develop and build private housing is a private, non-municipal enterprise. Should the City sell the land to a private developer, the encumbrance of municipal purposes would be passed to the new owner, and ultimately any residents. People residing in private homes would not be a municipal use. Furthermore, the new owner(s), not being part of government, would be barred from making “reasonable” changes to municipal activities from time to time, since there would no longer be any municipal activities to change, whether reasonable or not.

Making a reasonable change to municipal activities is not the same as labeling a non-municipal activity (i.e., private development) as a municipal activity. If it were, there would be no distinction between municipal and residential, cultural, recreation or private activities, rendering the term “municipal use” meaningless. The City proposes to terminate municipal activities, not amend such activities (i.e., to a different municipal use than those that the Property is currently being used for).

If the City proceeds with adoption of the Moraga Canyon Specific Plan, the City must provide clear notice to any potential buyer of the restrictions referenced herein, and that the Cemetery intends to enforce against any purchaser the fulfillment of its duty to engage in municipal purposes.

Sincerely,

FENNEMORE LLP



Todd A. Williams

/taw

Karen Murphy, City Attorney
October 6, 2025
Page 3

Attachments: City Attorney letter dated October 6, 2025.jr

cc: Client
Mayor Betsy Smegal Anderson and City Council (citycouncil@piedmont.ca.gov)
Kevin Jackson, Director of Planning and Building (kjackson@piedmont.ca.gov)
Pierce MacDonald, Senior Planner (pmacdonald@piedmont.ca.gov)

October 3, 2025

Todd A. Williams
1111 Broadway
24th Floor
Oakland, CA 94607
toddwilliams@fennemorelaw.com
VIA EMAIL

Re: Moraga Canyon Specific Plan – Property Transferred by
Mountain View Cemetery to City of Piedmont

Dear Mr. Williams:

Our office serves as the City Attorney for the City of Piedmont. We write in response to your letters dated September 3, 2025 and October 3, 2025, which state that the Mountain View Cemetery (the “Cemetery”) intends to enforce its rights with respect to APN Nos. 048-7002-003 and 050-4579-0 (the “Property”), should the Property be utilized for housing. The letter asserts that a deed restriction for the Property precludes housing uses. We disagree with this contention.

The Grant Deed for the Property provides that the “[p]roperty shall be used exclusively for municipal purposes as reasonably determined from time to time by [the City]; provided, however, [the City] shall not use, store or dispose of any hazardous or toxic substance (as defined under applicable law) on the Property.” (Grant Deed, Section 7.1.)

This language does not preclude housing uses, but rather states that the City may use the Property for municipal purposes, as reasonably determined by the City. Further, the language states that such determination may be made by the City “from time to time,” demonstrating that what is considered a “municipal use” may change over time. The only use that is categorically barred from being considered a municipal use in the deed is the storage of hazardous or toxic materials.

Todd A. Williams
October 3, 2025
Page 2

Based on the foregoing, the City disagrees with the contention that the Grant Deed precludes siting housing on the Property.

Sincerely,

BURKE, WILLIAMS & SORENSEN, LLP

A handwritten signature in dark ink, reading "Karen Murphy". The signature is written in a cursive, flowing style.

Karen W. Murphy

cc: Rosanna Bayon Moore, City Administrator
Kevin Jackson, Director of Planning and Building

From: [Lawrence Siskind](#)
To: [City Council](#)
Subject: The impact of the Mountain View Cemetery on the Moraga Canyon Specific Plan
Date: Monday, October 6, 2025 9:29:05 PM

[EXTERNAL] This email originated from an **external source**. Please use judgment and caution when opening attachments, clicking links, or responding.

Dear Council Members:

I attended tonight's City Council meeting and intended to offer a comment by Zoom. Unfortunately, I mishandled the "Raise hand" button, and inadvertently removed myself from the list.

Because I consider this an important point, I am writing to you after the public comment period has ended. I hope you will give it your attention.

The accompanying materials, starting at page 555, include correspondence between counsel for the Mountain View Cemetery and the Planning Commission.

Cemetery counsel pointed out, on May 1 and again on Sept. 3, that the land on which Coaches Field, the Corporation Yard, and the Skate Park are located -- in short, the land under discussion tonight -- was sold to the City in 1992 with a restrictive covenant, limiting the use of the land to "municipal purposes."

Cemetery counsel, in both letters, stated that the Cemetery did not consider the private construction of housing to be a municipal purpose.

Finally, and most importantly, Cemetery counsel stated that the Cemetery intended to enforce its rights.

I will not address the merits of the points made in these letters, but I can recognize a legal threat when I see one. My questions are:

Why hasn't the City responded to these threats of legal action?

Shouldn't we address them before proceeding down a path that may prove to be a deadend?

Thank you for considering this tardy comment.

Regards,
Lawrence Siskind

From: [Daphne Albert](#)
To: [City Council](#)
Subject: Re: Housing Element
Date: Monday, October 6, 2025 5:26:17 PM

Some people who received this message don't often get email from doopdupont@yahoo.com. [Learn why this is important](#)

[EXTERNAL] This email originated from an **external source**. Please use judgment and caution when opening attachments, clicking links, or responding.

Good evening, Mayor and Council Members.

We recognize the pressing need to address housing, but we must be unequivocally clear: the conversion of actively used parkland along the Moraga Avenue corridor—including sites like Blair Park and Coaches Field—may not be legally justifiable. This land is subject to multiple, overlapping layers of protection—state, local, and federal—which collectively render its use for high-density housing effectively impossible.

The primary constraint lies in the **California Public Park Preservation Act**, or PPPA. This state law requires that if we convert dedicated public parkland to a non-park use, the City must acquire replacement parkland of **comparable size and comparable character**. Given Piedmont's fully built-out nature, securing equivalent replacement parkland is, practically speaking, an impossible prerequisite. Failure to meet this standard renders any conversion unlawful.

Furthermore, while the **Surplus Land Act** prioritizes housing on public land, this specific land doesn't qualify. Case law confirms that actively used parkland—like our fields and open space—cannot be arbitrarily declared "surplus" for residential development. To bypass this would invite immediate and certain legal challenge.

We must also respect our local democratic process. The **Piedmont City Charter** reserves to the electorate the authority to rezone public or park facilities. Any attempt to change the zoning along Moraga Avenue to allow multi-family housing would trigger a **mandatory, citywide voter approval**. Without this direct vote, any rezoning effort is legally invalid.

In conclusion, these sites are legally constrained. They are protected by the PPPA, exempted from the Surplus Land Act, protected by the City Charter's voter requirements, and guarded by potential federal regulations. We recommend the City exclude Blair Park, Coaches Field, and Moraga Avenue open space from housing element rezoning proposals and focus our efforts on non-park parcels, consistent with our legal obligations.

Thank you.

Daphne Albert, 12 Abbott Way, Piedmont

From: [Joy Kaiser](#)
To: [Kevin Jackson](#)
Subject: comment for city council meeting re Moraga canyon
Date: Thursday, October 2, 2025 7:23:43 PM

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[EXTERNAL] This email originated from an **external source**. Please use judgment and caution when opening attachments, clicking links, or responding.

Hi Kevin,

My name is Joy Kaiser and I live at __. I'd like to submit a comment ahead of the meeting on Monday. I'll also submit the same comment to the feedback page. I was concerned at the last meeting when the consultant shared the negative results of the CEQA review, and earnestly confused about why these findings were just glazed over.

I want to draw your attention to what the CEQA review already tells us: **Moraga Canyon is one of the worst sites in Piedmont to build a large housing complex**. CEQA doesn't give letter grades, but it does issue the harshest designation possible: **"Significant and Unavoidable Impacts."** That's the verdict this site has received in multiple categories.

1. Wildfire & Evacuation

The Housing Element EIR admits wildfire evacuation delays could be **8 to 40 minutes**. That is not a minor inconvenience, it is a life-threatening risk. No amount of lane striping or landscaping offsets the reality of funneling hundreds of new residents into an already narrow canyon during a fire. CEQA was blunt: this impact is **unavoidable**.

2. Traffic & Vehicle Miles Traveled (VMT)

The traffic and VMT studies were conducted over **two years ago**, before the large-scale return-to-office movement. At that time, commuter patterns were far lower. The reality today is heavier, faster traffic on Moraga Avenue. Relying on outdated traffic counts **undercuts today's reality**. This is not a safe corridor, and adding nearly 1,000 new car trips a day makes it worse.

3. Climate Impacts

CEQA already concluded that greenhouse gas emissions and VMT cannot be mitigated here. And the Specific Plan itself offers **no meaningful specifics** on how development would be environmentally friendly.

- Will the project be all-electric, with **no new gas pipelines**?
- Will there be **adequate EV charging** for residents, or just token stalls?
- Will solar, storage, or energy offsets be required?

Right now, the answer to each of these questions is **no**. A plan without enforceable

commitments is not in line with the city's [climate goals](#).

4. A “Specific Plan” Without Specifics

This is called a “Specific Plan,” but there is very little that is specific about it. Key issues such as traffic, infrastructure, fire evacuation, and sustainability are all kicked down the road with vague promises that they’ll be solved later. Piedmont deserves better than a placeholder plan that locks us into unavoidable risks without real mitigation.

Conclusion

When CEQA itself says a site has **significant and unavoidable impacts** across wildfire, traffic, climate, and infrastructure, the message is clear: this is the **wrong site** for large-scale development. Approving the MCSP as written would mean ignoring not only community concerns, but the environmental record.

I urge you to reject the Moraga Canyon Specific Plan in its current state. The project needs to be appropriately scaled to the conditions of the site and more thoroughly detailed.

Thank you,

Joy Kaiser

From: [Deborah Leland](#)
To: [City Council](#); [Kevin Jackson](#)
Subject: Comments on the MCSP
Date: Friday, October 3, 2025 10:04:43 AM
Attachments: [D Leland Letter to CC 10-3-25 re MCSP.pdf](#)

[EXTERNAL] This email originated from an **external source**. Please use judgment and caution when opening attachments, clicking links, or responding.

Dear Mayor and City Council Members, please see the attached letter.

Kevin, could you please deliver this letter to the MCSP consultants (including the traffic consultant) today, so that they could be prepared to respond on Monday to any of the circulation specifics, if so directed by the council members or staff?

Thank you very much,
Deborah Leland

Date: October 3, 2025

To: Piedmont City Council

CC: Kevin Jackson, Director of City Planning
MCSP Consultants

From: Deborah Leland

Re: Draft Moraga Canyon Specific Plan

I am a current Moraga Canyon resident who wants to work with the City to create a viable plan that facilitates housing development in Moraga Canyon. I appreciate the City's efforts to comply with State law and the Piedmont Housing Element in creating the Moraga Canyon Specific Plan. There is a tremendous need to create more housing -- particularly more affordable housing -- in Piedmont, and I hope that the City will approve a plan that (a) actually facilitates such housing getting built, and (b) augments -- but does not overwhelm -- the existing Moraga Canyon community.

Unfortunately, I believe the current draft plan tries to fit too much into the canyon, exacerbating rather than alleviating existing unsafe conditions, and I urge the City Council to heed the legitimate concerns of the canyon's current residents by making several changes to the MCSP before approving it. Specifically:

- **Reduce the Unit Count.** Moraga Canyon is a viable location for housing development; however, allowing for 199 units in Moraga Canyon is just too much. ***The maximum number of units allowable under the MCSP should be lowered to 132 consistent with the needs specified in the Housing Element.***
 - Throughout the Housing Element process, the City frequently touted spreading the housing site inventory out throughout the City. But then multiple potential sites in the center of town were removed from the inventory, and additional units allocated to Moraga Canyon. Now, if 199 units out of 587 needed are in Moraga Canyon, that would represent over one-third of the total units. This runs strongly against the City's goals for distribution housing throughout the City.
 - The reason the allowable unit count was increased to 199 was to try to raise the amount that a developer would pay the City for that development right, so that the City could use those funds to pay to expand Coaches Field and upgrade the Corp Yard. ***If the City wants expanded recreation and public facilities, it***

should pursue a bond measure for everyone in the City to pay for it. That burden shouldn't be on the backs of housing developers, or on one particular neighborhood of the City.

- **Address Unsafe Conditions at Maxwellton Road.** The City and its consultants have repeatedly emphasized that the MCSP includes actions to improve the Moraga Ave roadway and create “a safer public realm.” I applaud that intention, but in looking at the details of the MCSP, it fails to meet this objective in two ways: (a) the focus is only on portions of the MCSP area that include new development sites and areas to the west toward the center of the City, but ignores the eastern portion of the MCSP area including the Maxwellton Road intersection; and (b) vehicular safety along Moraga Ave is ignored. In particular:
 - Section 4.2 states the MCSP objectives related to mobility and circulation, and makes no mention of vehicular safety at all. ***The fourth bullet in Section 4.2 should be modified to add the underlined words: “Enhance vehicular safety and the safety and comfort of the pedestrian and bicycle facilities along Moraga Avenue.”***
 - The third bullet of Section 4.2 states the objective of improving pedestrian access across Moraga Avenue, but the plan goes on to focus only on pedestrian crossing at Red Rock Rd. The existing Moraga Canyon community on the north side of Moraga Ave accesses Blair Park via crossing at Maxwellton Road, but no effort or mention is made in the plan to improve safety of that crossing.
 - Stopping Sight Distance Requirement: So much attention has been given to ensuring safe stopping sight distance for new driveway entrances along Moraga Ave, but the existing inadequate sight distance at Maxwellton Rd (as shown on Figure 4.17) has not been addressed at all. Rather, I am concerned that “improvements” contemplated to slow traffic further to the west will actually further impede visibility for cars trying to turn uphill from Maxwellton. For example, in Figures 4.28-4.30, the illustrations show the addition of planters and landscaping in the existing roadway just downhill of the Maxwellton intersection (Section D-D) which would appear to block downhill visibility for cars exiting Maxwellton. ***At a minimum, the MCSP should be modified to ensure that any roadway improvements do not further degrade sight lines for cars exiting Maxwellton Road.*** Preferably, the plan would go further and actually include considerations of how roadway improvements could improve current unsafe conditions.
 - Section 4.17 of the MCSP notes that a dedicated left turn pocket is required for a driveway on Moraga Ave serving more than 35 units. ***Why isn't that also a requirement for Maxwellton Rd, which serves > 50 units?***

- I am concerned that additional traffic on Moraga Ave will make a barely manageable situation at the narrow mouth of Maxwellton Rd much worse. Currently, gaps in traffic flow are frequent enough that cars exiting Maxwellton generally don't have to wait too long to turn out. However, if cars do stack up even two deep on Maxwellton, there is often not enough room for cars entering Maxwellton to pass by, leaving cars trying to enter Maxwellton hanging out (unsafely) into the flow of traffic on Moraga. I foresee this happening more often under the current MCSP for three reasons:

(1) ***Development would increase trips on Moraga Ave by 8.3%, not 5% as has been repeatedly noted by the City and its consultants.*** I'm not sure what math maneuvers are being made, but on its face, if average daily trips on Moraga Ave are about 11,000 currently, and development would add 910 trips daily, $910 \div 11,000 = 8.3\%$.

(2) In addition to more vehicle trips, if cars are entering Moraga Ave in the uphill direction from below Maxwellton Rd, they will be filling the existing breaks in traffic flow, making fewer such breaks at Maxwellton, and increasing the wait time for cars turning out onto Moraga, and increasing the frequency of queuing on Maxwellton.

(3) If there is no traffic control where 100+ units are trying to make a left turn from the south side of Moraga down toward Highland Ave, say during busy morning hours getting kids to school, I am concerned that cars will instead be motivated to turn right uphill instead, and then make a U-turn at Maxwellton, which is highly problematic if another attempts to use that intersection from any direction at the same time.

Could Moraga Ave at Maxwellton Rd be re-marked to allow for a landing zone for cars turning uphill onto Moraga, so that only one direction of traffic would need to be navigated at a time? Ideally, that intersection could include a dedicated left turn lane from Moraga (to also help cyclists trying to turn onto Maxwellton), a landing zone for cars turning left from Maxwellton onto Moraga, and a pedestrian crosswalk. But I fear the Maxwellton intersection has not been examined at all, despite the fact that it is squarely within the MCSP area.

Thank you in advance for your attention to these concerns.

Sincerely,

Deborah Leland
Piedmont

From: [ARC ARC](#)
To: [Blackwell Marjorie](#)
Cc: [Sethi Deepti](#); [Kaiser Todd](#); [Lummis Liz](#); [Albert Daphne](#); [Fisher Vincent](#); [esposito.lnc](#); [westcoastwatters](#); [Read Chris](#); [City Council](#) Re: Moraga Canyon We
Subject: need to fight state to retain our parks and limited open space
Date: Saturday, October 4, 2025 11:46:20 AM
Attachments: [Piedmont Moraga Avenue Legal Argument.pdf](#)

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Good morning, this is Alan from Maxwellton I went onto ChatGPT and came up with the legal search yesterday that showed that there is precedence, and in fact the need for a city referendum before Blair Park land can be zoned for residential. I know we have a lot of other lawyers on the city council .
Do you have any idea why they might not have thought about trying to use this to challenge the California's mandated requirements in their housing plan for us?
Is there a feeling that the city council is philosophically in favor of having high density housing in Piedmont?
It appears that the city at this point plans to build everything on Blair Park? Nothing is gonna be built on the coaches field site?
Alan

Sent from my iPad

On Oct 3, 2025, at 5:03 PM, Marjorie Blackwell <> wrote:

Deepti

I totally agree with you on reduced density with design standards. The buildings were supposed to be 4 - 5 stories high and suddenly they are up to 6 stories. No explanation no reason given from the city.

Marj

Sent from my iPhone

On Oct 3, 2025, at 2:51 PM, ARC ARC <> wrote:

Sent from my iPad

On Oct 3, 2025, at 11:43 AM, Deepti Sethi <> wrote:

Dear all,

While I am an attorney, I am not - by any means - claiming knowledge or a basis of understanding greater than anyone else in this matter. I heavily relied on AI tools and fed the existing documents into that analysis in hopes that something will stick. My effort is simply to preserve any viable legal claim by raising it at the hearing stage (as required). I am a supporter of housing in this area, but reduced density with design standards that produce a net-neutral effect and retard wildfire spread. The design aspects are actually achievable...I highly doubt any evacuation strategy will work with ANY additional housing. But I am trying to be realistic given the State requirements and the limitations of Piedmont. Just wanted to explain since I do not know all of you and you do not know me!

All my best,
Deepti

On Oct 3, 2025, at 8:10 AM, ARC ARC <> wrote:

Sent from my iPad

On Oct 2, 2025, at 11:16 AM, Deepti Sethi
◇ wrote:

My comments are attached. I hope you are all well.
Thanks,
Deepti Sethi

On Oct 1, 2025, at 10:00 AM, Todd Kaiser
◇ wrote:

Hi Everyone,

Liz looped me into this conversation and I have a couple of thoughts and questions.

- Is there any broader email list or WhatsApp group dedicated to organizing around the Moraga Canyon Specific Plan?
- During the last public comment, the focus was heavily on traffic conditions and fire safety. There's a lot of faults with this plan that should also be addressed at the next city council meeting. I would like to propose that we diversify our comments. But please advise if there is a better strategy around public comments to help strengthen a legal argument. Here's a few ideas for topics.
 - Unsafe Traffic Conditions at Maxwellton Road
 - Lack of Safe School Access
 - Isolating the low income community
 - Inadequate Parking and Spillover into Neighborhoods
 - Inadequately Scoped Wildfire Evacuation Strategy
 - Loss of One of Piedmont's Last Open Spaces
- Should we consider organizing a voting block against the reelection of any city council members that approve the Moraga Canyon plan in its current state?
 - The last election had a margin of victory of ~1,100 votes
 - There's probably 300 votes between all the houses directly on Moraga, Scenic and Maxwellton. Not counting the streets perpendicular to Moraga, like Monte, Mesa or Bonita.

Thanks,

Todd Kaiser

On Sun, Sep 28, 2025 at 11:17 AM Liz Lummis < > wrote:

Hi Todd,
Thought you might be interested in the email below from a neighbor who lives on Abbott.
Hope you're having a nice weekend,
Liz

----- Forwarded message -----

From: **Deepti Sethi**

< >

Date: Wed, Sep 24, 2025 at 3:57 PM

Subject: Moraga Canyon Specific Plan- Info for comments due Oct 2

To: Daphne Albert

< >

Cc: Fisher Vincent

< >

<marib0839>

<esposito.inc>

<westcoastwatters>

<lizlummis>, Read Chris

<christinecread>.

<arc2832>

Dear friends of Moraga Canyon and Liz and others that Daphne asked me to include on this:

I crafted a letter for the City Council. Please know I relied heavily on Chat GPT and encourage you to use this tool and do your own research prompts with specific information. Do feel free to draw from these docs if helpful. I think we are trying to cover ALL bases for future legal action as we may be limited to what was raised in comment in the future.

I hope this is helpful. I have not yet submitted my comments or proofread but wanted to get something down as my time is limited before the deadline of submission on Oct 2nd. I'm not part of this group but obviously we have aligned interests and perspective. I will not be able to comment in person.

Here is the email for submission to the City in case you needed that close:

kjackson@piedmont.ca.gov

Thanks so much,

Deepti Sethi

<MCSP Oct 6 comments_DSethi.docx>

<Piedmont_Moraga_Avenue_Legal_Argument.pdf><Piedmont_Parkland_Legal_Arguments.pdf>

<Piedmont_Moraga_Avenue_Legal_Argument.pdf>
<Piedmont_Parkland_Legal_Arguments.pdf>

From: [ARC ARC](#)
To: [Sethi Deepti](#)
Cc: [Kaiser Todd](#); [Lummis Liz](#); [Albert Daphne](#); [Fisher Vincent](#); [marib](#); [esposito](#); [westcoastwatters](#); [Read Chris](#); [City Council](#)
Subject: Re: Moraga Canyon We need to fight state to retain our parks and limited open space
Date: Friday, October 3, 2025 2:51:15 PM
Attachments: [Piedmont Moraga Avenue Legal Argument.pdf](#)
[Piedmont Parkland Legal Arguments.pdf](#)

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To: Daphne Albert
Cc: Fisher Vincent
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<lizlummiso>, Read Chris [arc](#)

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Thanks so much,
Deepti Sethi

<MCSP Oct 6 comments_DSethi.docx>

<Piedmont_Moraga_Avenue_Legal_Argument.pdf><Piedmont_Parkland_Legal_Arguments.pdf>

Memorandum of Law: Parkland Use in the Moraga Avenue Corridor for High-Density Housing

Prepared for: City of Piedmont

Date: October 3, 2025

This memorandum analyzes whether the City of Piedmont may lawfully convert parkland and open space along the Moraga Avenue corridor into high-density residential use. Because of California's statutory parkland protections, voter approval requirements under the City Charter, and federal restrictions tied to open space, it is not legally justifiable to use this land for housing. Courts have consistently treated public parkland as a uniquely protected resource, and the overlapping state and federal laws strongly disfavor such conversions.

Summary of Conclusions

- Under the California Public Park Preservation Act (Pub. Res. Code §§ 5400–5409), cities cannot convert public parkland to non-park uses without providing replacement parkland of comparable size and character after a noticed public hearing.
- The California Surplus Land Act (Gov. Code §§ 54220–54234), confirmed in *Anderson v. City of San José* (42 Cal.App.5th 683 (2019)), applies to charter cities like Piedmont. Actively used parkland cannot be declared surplus for housing.
- Piedmont's City Charter requires voter approval for any rezoning of public or park facilities to residential use.
- Under CEQA (Pub. Res. Code § 21000 et seq.), conversion of open space to residential housing would require an Environmental Impact Report, including analysis of feasible alternatives that avoid loss of parkland. In *City of Hayward v. Regents of Univ. of California* (2015) 242 Cal.App.4th 833, the court invalidated an EIR for failing to adequately consider park impacts.
- Federal restrictions under Section 6(f)(3) of the Land and Water Conservation Fund Act, 54 U.S.C. § 200305, prohibit conversion of federally funded parkland without replacement of equal value and utility.

Legal Framework and Analysis

1. **Public Park Preservation Act (PPPA).** The PPPA requires that any acquisition or conversion of dedicated public parkland to a non-park use must be accompanied by acquisition of substitute land of equal size and character. Failure to do so renders such a conversion unlawful. See Pub. Res. Code § 5404.
2. **Surplus Land Act (SLA).** The SLA governs disposition of public land and prioritizes affordable housing, but it does not allow conversion of active parkland into surplus property. In *Anderson v. City of San José*, 42 Cal.App.5th 683 (2019), the Court of Appeal held that the SLA applies to charter cities, underscoring that Piedmont cannot bypass the Act's requirements.
3. **City Charter and Zoning Requirements.** The Piedmont Charter reserves to the electorate the authority to rezone public land. Any attempt to rezone parkland along Moraga Avenue to allow multifamily housing would require a citywide vote. Without such approval, the rezoning would be legally invalid.

4. CEQA. Conversion of open space to housing is a discretionary action subject to CEQA. Courts have invalidated EIRs that failed to evaluate impacts on recreational facilities. In *City of Hayward v. Regents*, the EIR was struck down because it understated the loss of recreational opportunities. Any attempt to develop Moraga Avenue parkland would trigger similar litigation risk.

5. Federal Restrictions. If any park parcels were developed or improved with LWCF funds, Section 6(f)(3) requires permanent preservation of those lands for recreational use, absent federal approval and provision of replacement parkland. This provides an additional layer of protection against conversion.

Application to Moraga Avenue Corridor

The Moraga Avenue corridor includes Blair Park, Coaches Field, and other public open space. These sites are actively used as parks and recreational fields and thus qualify as protected parkland under state and federal law. Conversion to high-density housing would require replacement parkland, surplus land compliance, Charter voter approval, CEQA review, and potentially federal replacement land approval. Given Piedmont's fully built-out nature, securing equivalent replacement parkland is effectively impossible. Courts have historically invalidated similar attempts to convert city parks to non-park uses without strict compliance with these protections. Accordingly, the City can lawfully and reasonably exclude Moraga Avenue parklands from its housing element inventory as legally constrained sites.

Recommendations

- Exclude Blair Park, Coaches Field, and Moraga Avenue open space from housing element rezoning proposals.
- Conduct due diligence on any federal LWCF encumbrances and treat affected parcels as legally protected.
- Focus rezoning efforts on non-park parcels, consistent with the City Charter and SLA.
- Document these legal constraints in the Housing Element to support state law compliance while preserving essential open space.

Select Authorities

- Public Park Preservation Act of 1971, Pub. Res. Code §§ 5400–5409.
- Surplus Land Act, Gov. Code §§ 54220–54234; *Anderson v. City of San José*, 42 Cal.App.5th 683 (2019).
- Piedmont City Charter, zoning voter approval provisions.
- California Environmental Quality Act, Pub. Res. Code § 21000 et seq.; *City of Hayward v. Regents of Univ. of California* (2015) 242 Cal.App.4th 833.
- Land and Water Conservation Fund Act, 54 U.S.C. § 200305; Section 6(f)(3).

This memorandum is intended for policy purposes and does not constitute project-specific legal advice.

Legal Arguments Against Using City of Piedmont Parkland for State-Mandated Housing

The City of Piedmont faces a unique challenge in meeting California's Regional Housing Needs Allocation (RHNA). Virtually all undeveloped land in the city consists of dedicated parks and recreational open space. This document outlines the legal arguments demonstrating why such land cannot be lawfully or reasonably converted to housing.

1. Public Trust Doctrine & Dedicated Use

Land dedicated as parkland is held in trust for the public. California courts have consistently ruled that once land is dedicated for park or recreational use, it cannot be diverted to other uses, such as housing, without explicit legal authority and often voter approval.

2. California Constitution & Local Charter Protections

Under the California Constitution and many city charters, including Piedmont's, voter approval is required to sell, lease, or convert parkland. Property acquired or designated for park purposes is restricted to that use.

3. Requirement for State Legislative Approval

In many cases, only the State Legislature can authorize the conversion of public parkland. Local governments lack unilateral authority to repurpose such land for housing.

4. Bond Measure and Funding Restrictions

Much of Piedmont's parkland has been supported or improved with bond funds (e.g., state or local open space bonds). These measures legally restrict the land to recreational use, and conversion would likely trigger legal violations or repayment obligations.

5. California Environmental Quality Act (CEQA)

Any proposed housing development on parkland would require CEQA review. Loss of open space would create unavoidable significant impacts on recreation, air quality, tree canopy, climate resilience, and environmental justice.

6. Deed Restrictions and Public Dedication

Many park parcels were deeded or dedicated to the city for park use only. These restrictive covenants are legally enforceable in perpetuity unless formally lifted by court or legislative action.

7. Federal Land and Water Conservation Fund Protections

If any parkland benefited from federal LWCF funds, federal law requires replacement of converted land with equivalent parkland of equal value and size—an extremely high hurdle for a built-out city like

Piedmont.

Conclusion: The conversion of Piedmont's parkland to housing is legally constrained by multiple layers of protection—constitutional, statutory, environmental, and contractual. Requiring housing development on these lands would not only be unlawful but also inconsistent with the State's equity, health, and climate objectives. Accordingly, Piedmont should be granted relief from RHNA allocations that presume parkland can be used for housing development.

From: [Betsy Andersen](#)
To: [Anna Brown](#)
Subject: Fw: Say NO to Moraga Canyon Specific Plan
Date: Thursday, October 2, 2025 2:48:43 PM

From: peggy esposito
Sent: Thursday, October 2, 2025 2:45:27 PM
To: Betsy Andersen <bandersen@piedmont.ca.gov>
Subject: Say NO to Moraga Canyon Specific Plan

You don't often get email from [Learn why this is important](#)

[EXTERNAL] This email originated from an **external source**. Please use judgment and **caution** when opening attachments, clicking links, or responding.

Dear Mayor Anderson and City Councilors:

I strongly urge you to vote NO on this Moraga Canyon Specific Plan. The liability to you and the City of Piedmont is high.

Those of us who live on Moraga Avenue in the vicinity of Blair Park have pointed out the many reasons why it is pure folly to jam this dense housing project into this tiny strip of land known as Blair Park.

Surely you can see how the plan glosses over the risks. The planners say that the actual roadway's issues can be mitigated. They can't be!

Moraga Avenue is a narrow, winding road - one lane down and one lane up - plus a bike lane in the uphill direction. The road is too narrow and cannot be widened. No pretty pictures and plans on paper can change the geography of the canyon!

Traffic safety was the primary reason that the Piedmont Soccer Club's planned soccer complex was never built. Nothing has changed since 2010. The same problems exist and are only worse as there are more cars which travel much faster than the posted speed limits. And the Specific Plan will add 197 units and approx 300 more cars and many, many more people. Moraga Avenue is the primary **emergency evacuation route** for Moraga Avenue residents and everyone else who live on the adjacent streets.

There are fire zone maps which clearly show that the Moraga Canyon is in a **HIGH RISK fire zone**. I have been told by the Oakland Fire Department that in the case of a fire, it's every man for himself. As we know from the The Oakland Hill Firestorm, the Paradise Fire, and the Pacific Palisades fire, people died in their cars or on foot as they desperately tried to escape the flames. Surely you don't want to be responsible for putting Oakland and

Piedmont residents at such high risk in case of a fire.

Already fire insurance in many parts of California is getting more and more difficult to acquire. The **Homeowners Insurance market is in freefall.**

I am not opposed to affordable housing and I realize that you have a difficult challenge with the state's mandate but please don't make you challenge our problem. There are other locations in Piedmont which make much more sense.

Please think very carefully before you vote to go ahead with the Moraga Canyon Specific Plan. **Think about how you would feel if it was your mother and father who lived on Moraga Avenue!**

Peggy Esposito

October 3, 2025

VIA EMAIL

Hon. Betsy Smegal Anderson and City Council
City of Piedmont
120 Vista Avenue
Piedmont, CA 94611

citycouncil@piedmont.ca.gov

Re: City Council Meeting of October 6, 2025, Item 8
Moraga Canyon Specific Plan and Restrictions on Use of Coaches Field Property
Transferred by Mountain View Cemetery to the City of Piedmont

Dear Mayor Andersen City Council Members:

On behalf of my client, Mountain View Cemetery ("Cemetery"), I am writing to inform the City of Piedmont ("City") City Council about a restriction contained in the Real Estate Sale Agreement ("Agreement") for the property, consisting of APN Nos. 048-7002-003 and 050-4579-0 (the "Property"), sold by the Cemetery to the City in 1993. The Property is immediately adjacent to the existing Cemetery. The Property's current uses include Coaches Field, a skatepark and the City's corporation yard, and is included within the proposed Moraga Canyon Specific Plan ("MCSP") for potential residential development.

I previously raised the concerns contained in this letter to the City Administrator in a correspondence dated May 1, 2025, and a letter to the Planning Commission dated September 3, 2025. (See attached letters including a copy of the Agreement and Grant Deed. We incorporate the May 1 and September 3 letters and their attachments with this letter.) To date, I have received no response to either letter nor has staff addressed the issues raised herein during a public hearing on the MCSP. Moreover, no mention of these issues is contained in the Council's staff report for this agenda item.

Per Section 2.4 of the Agreement, the purpose of the transfer was as follows:

2.4 Purpose. Buyer has determined that the Property may be a suitable site for a park, sports playfield, municipal recreational facility, city corporation yard or other appropriate municipal use. Buyer desires to acquire and Seller desires to sell the Property on the terms and conditions of this Agreement.

Moreover, Section 7.1(a) (Buyer's Covenants, Deed Covenants) of the Agreement states that "[t]he Property shall be exclusively used for municipal purposes as reasonably determined from time to time by the Buyer...."

The grant deed for the Property (included in the attachments to my May 1 letter) includes this covenant and states as follows:

Grantee covenants and agrees for itself, and its successors and assigns to or of the Property as follows:

1. Grantee, and such successors and assigns shall use the Property exclusively for municipal purposes as reasonably determined from time to time by Grantee; provided, however, Grantee shall not use, store or dispose of any hazardous or toxic substance (as defined under applicable law) on the Property.

The grant deed also contains the following provision:

It is intended and agreed that the agreements and covenants provided in Paragraphs 1 through 4 above shall be covenants running with the land for the benefit and in favor of the Adjacent Parcel and burdening the Property. Such covenants shall inure to the benefit of and be enforceable by, Grantor and its successors and assigns, and be binding upon Grantee, its successors and assigns to or of the Property or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof.

Thus, the transfer included a clear restriction on future use of the Property, i.e., that it could only be used for a "municipal use" or "municipal activity," and that such restriction applies not only to the City, but any successors and assigns (e.g., a residential developer) who must also use the Property "exclusively for municipal purposes."

The Cemetery believes that the City's current use of the Property is in compliance with this provision in that the Property has been used as a public park (Coaches Field), a skate park, as well as a corporation yard for the City.

However, the City now intends, through the adoption of the MCSP, to potentially sell the Property to a private developer for the construction of housing. Such use of the Property would not qualify as a "municipal activity" and would be in violation of the restriction and covenant referenced above.

We understand that the current draft Moraga Canyon Specific Plan that you will be considering includes two development options, labelled as Option A and B. Option A clusters

Hon. Betsy Smegal Anderson and City Council
October 3, 2025
Page 3

FENNEMORE.

multifamily development south of Moraga Avenue, while Option B clusters multifamily development on the Property. Of the two options, Option B clearly conflicts with the stated purpose of the Agreement and should not be approved in conflict with the Agreement.

The Cemetery appreciates the City's need to plan for and approve housing. That said, it is notifying and reminding the City and the Council of the restriction and covenant regarding the Property, and that the Cemetery intends to enforce its rights under the Agreement were a non-municipal activity use be approved for the Property.

Sincerely,

FENNEMORE LLP



Todd A. Williams

/taw

Attachments: September 3, 2025 letter to City

cc: Client

Kevin Jackson, Director of Planning and Building (kjackson@piedmont.ca.gov)

Pierce MacDonald, Senior Planner (pmacdonald@piedmont.ca.gov)

Karen Murphy, City Attorney (kmurphy@bwslaw.com)

September 3, 2025

VIA EMAIL

Kevin Jackson
Planning and Building Director
City of Piedmont
120 Vista Avenue
Piedmont, CA 94611

kjackson@piedmont.ca.gov

Re: Planning Commission Meeting of September 8, 2025
re Moraga Canyon Specific Plan
Coaches Field Property Transferred by Mountain View Cemetery
to City of Piedmont

Dear Director Jackson and Planning Commissioners:

On behalf of my client, Mountain View Cemetery ("Cemetery"), I am writing to inform the City of Piedmont ("City") Planning Commission about a restriction contained in the Real Estate Sale Agreement ("Agreement") for the property, consisting of APN Nos. 048-7002-003 and 050-4579-0 (the "Property"), sold by the Cemetery to the City in 1993. The Property is immediately adjacent to the existing Cemetery. The Property's current uses include Coaches Field, a skatepark and the City's corporation yard, and is included within the proposed Moraga Canyon Specific Plan ("MCSP") for potential residential development.

I previously raised the concerns contained in this letter to the City Administrator in a correspondence dated May 1, 2025. (See attached letter including a copy of the Agreement and Grant Deed. We incorporate the May 1 letter and its attachments with this letter.). To date, I have received no response to that letter.

Per Section 2.4 of the Agreement, the purpose of the transfer was as follows:

2.4 Purpose. Buyer has determined that the Property may be a suitable site for a park, sports playfield, municipal recreational facility, city corporation yard or other appropriate municipal use. Buyer desires to acquire and Seller desires to sell the Property on the terms and conditions of this Agreement.

Moreover, Section 7.1(a) (Buyer's Covenants, Deed Covenants) of the Agreement states that "[t]he Property shall be exclusively used for municipal purposes as reasonably determined from time to time by the Buyer...."

The grant deed for the Property (included in the attachments to my May 1 letter) includes this covenant and states as follows:

Grantee covenants and agrees for itself, and its successors and assigns to or of the Property as follows:

1. Grantee, and such successors and assigns shall use the Property exclusively for municipal purposes as reasonably determined from time to time by Grantee; provided, however, Grantee shall not use, store or dispose of any hazardous or toxic substance (as defined under applicable law) on the Property.

The grant deed also contains the following provision:

It is intended and agreed that the agreements and covenants provided in Paragraphs 1 through 4 above shall be covenants running with the land for the benefit and in favor of the Adjacent Parcel and burdening the Property. Such covenants shall inure to the benefit of and be enforceable by, Grantor and its successors and assigns, and be binding upon Grantee, its successors and assigns to or of the Property or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof.

Thus, the transfer included a clear restriction on future use of the Property, i.e., that it could only be used for a "municipal use" or "municipal activity," and that such restriction applies not only to the City, but any successors and assigns (e.g., a residential developer) who must also use the Property "exclusively for municipal purposes."

The Cemetery believes that the City's current use of the Property is in compliance with this provision in that the Property has been used as a public park (Coaches Field), a skate park, as well as a corporation yard for the City.

However, the City now intends, through the adoption of the MCSP, to potentially sell the Property to a private developer for the construction of housing. Such use of the Property would not qualify as a "municipal activity" and would be in violation of the restriction and covenant.

We understand that the current draft Moraga Canyon Specific Plan includes two development options, labelled as Option A and B. Option A clusters multifamily development south of Moraga Avenue, while Option B clusters multifamily development on the Property. Of

Kevin Jackson / City of Piedmont Planning Commission
September 3, 2025
Page 3

FENNEMORE.

the two options, Option B clearly conflicts with the stated purpose of the Agreement and should not be approved in conflict with the Agreement.

The Cemetery appreciates the City's need to plan for and approve housing. That said, it is notifying and reminding the City of the restriction and covenant regarding the Property, and that the Cemetery intends to enforce its rights under the Agreement were a non-municipal activity use be approved for the Property.

Sincerely,

FENNEMORE LLP



Todd A. Williams

/taw

Attachments: May 1, 2025 letter to City with attachments

cc: Client
Pierce MacDonald, Senior Planner (pmacdonald@piedmont.ca.gov)
Planning Commission

FENNEMORE.

Todd A. Williams
Director

toddwilliams@fennemorelaw.com

1111 Broadway, 24th Floor
Oakland, California 94607
PH (510) 622-7630 | FX (510) 834-1928
fennemorelaw.com

May 1, 2025

VIA EMAIL

Rosanna Bayon Moore
City Administrator
City of Piedmont
401 Highland Avenue
Piedmont, CA 94611

rbayonmoore@piedmont.ca.gov

Re: Coaches Field Property Transferred by
Mountain View Cemetery to City of Piedmont

Dear City Administrator Moore:

On behalf of my client, Mountain View Cemetery ("Cemetery"), I am writing to inform the City of Piedmont ("City") about a restriction contained in the Real Estate Sale Agreement ("Agreement") for the property, consisting of APN Nos. 048-7002-003 and 050-4579-0 (the "Property"), sold by the Cemetery to the City in 1993. The Property is immediately adjacent to the existing Cemetery. The Property's current uses include Coaches Field, a skatepark and the City's corporation yard.

Per Section 2.4 of the Agreement (see attached), the purpose of the transfer was as follows:

2.4 Purpose. Buyer has determined that the Property may be a suitable site for a park, sports playfield, municipal recreational facility, city corporation yard or other appropriate municipal use. Buyer desires to acquire and Seller desires to sell the Property on the terms and conditions of this Agreement.

Moreover, Section 7.1(a) (Buyer's Covenants, Deed Covenants) of the Agreement states that "[t]he Property shall be exclusively used for municipal purposes as reasonably determined from time to time by the Buyer...."

The grant deed for the Property (attached) includes this covenant and states as follows:

Grantee covenants and agrees for itself, and its successors and assigns to or of the Property as follows:

1. Grantee, and such successors and assigns shall use the Property exclusively for municipal purposes as reasonably determined from time to time by Grantee; provided, however, Grantee shall not use, store or dispose of any hazardous or toxic substance (as defined under applicable law) on the Property.

The grant deed also contains the following provision:

It is intended and agreed that the agreements and covenants provided in Paragraphs 1 through 4 above shall be covenants running with the land for the benefit and in favor of the Adjacent Parcel and burdening the Property. Such covenants shall inure to the benefit of and be enforceable by, Grantor and its successors and assigns, and be binding upon Grantee, its successors and assigns to or of the Property or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof.

Thus, the transfer included a clear restriction on the use of the Property, i.e., that it could only be used for a "municipal use" or "municipal activity," and that such restriction applies not only to the City, but any successors and assigns who must also use the Property "exclusively for municipal purposes."

The Cemetery believes that the City's past use of the Property was in compliance with this provision in that the Property was used as a public park (Coaches Field), a skate park, as well as a corporation yard for the City.

However, the City now intends to potentially sell the Property to a private developer for the construction of housing. We do not believe that such use of the Property qualifies as a "municipal activity" and would be in violation of the restriction and covenant.

We understand that the current draft Moraga Canyon Specific Plan includes two development options, labelled as Option A and B. Option A clusters multifamily development south of Moraga Avenue, while Option B clusters multifamily development on the Property. Of the two options, Option B clearly conflicts with the stated purpose of the Agreement.

The Cemetery appreciates the City's need to plan for and approve housing. That said, it wanted to notify the City of the restriction and covenant regarding the Property, and that the Cemetery intends to enforce its rights under the Agreement were a non-municipal activity use be approved for the Property.

Rosanna Bayon Moore / City of Piedmont
May 2, 2025
Page 3

FENNEMORE.

If you have any questions or would like to discuss this issue further, please let me know.

Sincerely,

FENNEMORE LLP

A handwritten signature in blue ink, appearing to read "Todd Williams", with a stylized flourish at the end.

Todd A. Williams

/taw

cc: Client
Pierce MacDonald, Senior Planner (pmacdonald@piedmont.ca.gov)

ATTACHMENT 1

ATTACHMENT 1

REAL ESTATE SALE AGREEMENT

FILE COPY

1. PARTIES

This Agreement is entered into between Mountain View Cemetery Association, a California non-profit corporation ("Seller") and the City of Piedmont, a California municipal corporation ("Buyer"), as of June 15, 1992.

2. FACTS

2.1 The Property. Seller owns that certain real property consisting of approximately four (4) acres in Piedmont, California adjacent to Moraga Avenue, as more particularly shown on attached Exhibit A and more particularly described on Exhibit B (the "Property").

2.2 Use of the Property. The property is dedicated to cemetery use, but has not, as of the date hereof, been used for the interment of human remains. The property is partially improved with improvements constructed by Buyer. Pursuant to an agreement dated March 26, 1969, and an amendment thereto dated December, 1982 ("License Agreement"), Seller has granted to Buyer the right to use certain portions of the Property for the purpose of (i) maintaining the existing improvements constructed by Buyer on the Property, (ii) maintaining an existing drainage pipe, (iii) dumping landfill and (iv) operating a pistol range for use by the Piedmont Police Department. The License Agreement may be revoked by Seller upon two years prior written notice.

2.3 Adjacent Parcel. Seller owns the real property adjacent to the Property as shown on attached Exhibit C (the "Adjacent Parcel").

2.4 Purpose. Buyer has determined that the Property may be a suitable site for a park, sports playfield, municipal recreational facility, city corporation yard or other appropriate municipal use. Buyer desires to acquire and Seller desires to sell the Property on the terms and conditions of this Agreement.

3. SALE OF PROPERTY.

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller all of the Property in accordance with the terms and conditions of this Agreement.

4. PURCHASE PRICE

4.1 Purchase Price. The purchase price (the "Purchase Price") of the Property shall be the amount of \$250,000.00. The Purchase Price shall be payable in accordance with Paragraph 4.2.

4.2 Payment of Purchase Price. The Purchase Price shall be paid by bank cashier's check or the equivalent at close of escrow.

5. REMOVAL OF DEDICATION

5.1 Removal. The parties acknowledge that Seller's duty to sell and convey the Property pursuant to this Agreement is subject to the issuance of a court order removing the Property from dedication to cemetery use. Seller shall pay all of Seller's costs, fees and expenses, including reasonable attorneys' fees, for the removal of such dedication.

5.2 Filing. Within thirty (30) days after the date of this Agreement, Seller shall file and diligently pursue the procedures set forth in California Health and Safety Code §§ 8580, et seq., requesting that the Property be removed from dedication to cemetery use. Seller shall deliver notice of such petition to Buyer within five (5) days after such filing.

5.3 Approval of Petition. If (i) a court orders that the Property be removed from dedication to cemetery use pursuant to Seller's petition or after an appeal of a denial of Seller's petition and (ii) the time for any party to appeal such order has expired, Seller shall deliver written notice of such order to the Buyer within three (3) business days after the expiration of such time to appeal.

5.4 Denial of Petition. If Seller's petition is denied, Seller may in its sole discretion appeal such denial at its sole

expense. In addition, Seller shall appeal such denial if Buyer delivers notice to Seller requesting such an appeal within five (5) days after the denial of Seller's petition, in which case Buyer shall be responsible for paying all reasonable attorneys' fees and costs related to such appeal. If Seller determines that it will not appeal such denial, and Buyer has not delivered notice requesting an appeal, Seller shall deliver notice to the Escrow Holder requesting that Escrow be closed. "Escrow Holder" and "Escrow" are defined in Paragraph 9.1 hereof. If no appeal is taken from an order denying removal of cemetery use dedication, this Agreement shall automatically terminate without further notice, and the parties shall have no further obligations pursuant to its terms and conditions.

6. TITLE TO PROPERTY

6.1 Condition of Title. Title to the Property shall be conveyed by Seller in the form of a Grant Deed (the "Grant Deed") to Buyer, free and clear of all liens, encumbrances, covenants, conditions, restrictions, easements, rights of way, and leases of record except: (i) the lien of current taxes not yet delinquent, (ii) those portions of current assessments not yet due and payable, (iii) anything of record that in any way affects title to the Property resulting from the acts or omissions of Buyer, (iv) those covenants specified in the Grant Deed, and (v) all exceptions to title listed in a current 1992 preliminary title report issued by the Escrow Holder (the "Preliminary Report"), and attached hereto as Exhibit D.

6.2 Buyer's Policy. Buyer's obligation to purchase the Property pursuant to this Agreement shall be conditioned upon Escrow Holder's commitment to issue an ALTA standard coverage policy of title insurance in the amount of the Purchase Price showing the Buyer as holder of the fee title to the Property subject to the exceptions specified in the Preliminary Report.

7. BUYER'S COVENANTS

7.1 Deed Covenants. The Grant Deed shall specify that:

(a) The Property shall be used exclusively for municipi-

pal purposes as reasonably determined from time to time by Buyer; provided, however, Buyer shall not use, store or dispose of any hazardous or toxic substance (as defined under applicable law) on the Property.

(b) Buyer shall construct, maintain, repair and replace in good condition and repair an eight (8) foot cyclone fence along the southwest property line of the Property to prevent persons from trespassing into the Adjacent Parcel (construction of such fence shall be completed within nine (9) months after the close of Escrow in accordance with Paragraph 9.3), said fence to be equipped with vertical slats.

(c) In the event of a blockage to the water supply to Seller provided by the stream flowing below the Property in a pipe, which blockage to such water supply is caused by Buyer, or which blockage occurs on the Property by other than an Act of God (such as a major earthquake), Buyer will take prompt action to remedy and remove such blockage. For purposes hereof "to block" and "blockage" shall mean any reduction of water flow in such stream by 5% or more caused by Buyer or which blockage occurs on the Property by other than an Act of God.

(d) Buyer shall not perform any grading or other act which materially adversely affects the stability of the soils located on the Adjacent Parcel or causes material adverse soil erosion on the Adjacent Parcel, and Buyer will take prompt action to remedy and repair any such soil instability or erosion caused by Buyer.

7.2 Property Affected. The covenants specified in Paragraph 7.1 shall (i) burden and run with the Property and shall be binding upon Buyer and its heirs, successors and assigns and (ii) benefit the Adjacent Parcel and Seller and its heirs, successors and assigns.

7.3 Use of Property. Between the date hereof and the close of Escrow, Buyer shall not take any action which would restrict Seller's ability to use the Property for cemetery purposes without Seller's prior written consent, provided that continued use of the Property pursuant to the License Agreement referred to in Para-

shall be paid in equal amounts by Buyer and Seller. Transfer taxes are exempt pursuant to Section 20.87 of the Piedmont City Code due to Buyer being a governmental entity.

10. BUYER PURCHASING "AS IS"

10.1 Buyer's Inspection. Buyer shall have the right to make full inspection of the Property, including making any and all tests that it deems appropriate relating to the Property at Buyer's sole expense, including, but not limited to soil tests and toxic substance tests. Buyer shall indemnify, protect and defend Seller from and against all claims, demands, actions, causes of action, losses, liabilities, damages, costs, fees and expenses (including without limitation attorneys' fees) in any way arising out of, resulting from or relating to such tests and inspections and shall restore and repair any damage to the Property resulting from such inspections. Buyer acknowledges that Buyer is purchasing the Property "as is" and is relying solely on its own investigations of the physical characteristics and conditions of the Property, and hereby waives any and all objections to the physical characteristics, including acreage and condition of the Property which would be disclosed by such inspection or otherwise. Buyer acknowledges that the Property has been used as a landfill and that the purchase of the Property pursuant to this Agreement is without regard to any physical condition of the Property including (without limitation) topography, climate, soil, subsoil, existing fill, drainage and surface and groundwater quality, and without regard to air and water rights, the availability of utilities and water, present and future zoning purposes for which the Property is suited, access to public roads, proposed routes, or enlargement of roads or extension thereof, or any other condition or matter.

10.2 Buyer's Release of Seller. Buyer hereby waives, releases, acquits, and forever discharges Seller and the officers, directors, employees and agents of Seller to the maximum extent permitted by law, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses, or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, that it now has or which may arise in the future on account of or in any way growing of or in connection with the existence or condition of the Property, with the condition of any

improvements or buildings on the Property, with the presence of toxic or hazardous waste, substances or materials, with any settlement or subsidence of any fill or filled ground on the Property or settlement or subsidence of construction thereon, if any, with any operative or proposed governmental laws and regulations, including, but not limited to, zoning, environmental hazardous substance and land use laws, and regulations to which the Property may be subject, or with Buyer's contemplated used and development of the Property.

(a) Waiver. Buyer waives the provisions of California Civil Code Section 1542. Buyer acknowledges that Civil Code Section 1542 provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

10.3 Buyer's Indemnity. Buyer shall defend, indemnify, protect and hold harmless Seller and the officers, directors, employees and agents of Seller from and against any and all claims actions, causes of action, demands, damages, costs, expenses and fees, including, but not limited to, attorneys' fees, whatsoever, asserted by any person, including any governmental agency, that may in any way arise out of result from the past, present or future use, ownership or condition of the Property except for such claims actions, causes of action, demands, damages, costs, expense and fees, including, but not limited to, attorneys' fees, which arise out of or will result from Seller's willful misconduct.

11. LICENSE AGREEMENT TERMINATION

As of the close of Escrow, the License Agreement as amended and all rights granted thereunder shall be of no further effect.

12. ASSIGNMENT

Buyer shall not assign its interest, or any portion of its interest in this Agreement, without Seller's prior written consent,

which consent may be withheld in the sole and absolute discretion of Seller.

13. REAPPRAISAL

Buyer shall pay at its sole expense for a reappraisal of the Property, but not to exceed \$6,000.00.

14. MISCELLANEOUS

14.1 Notices. Any notice required to be given pursuant to this Agreement shall be in writing and shall be delivered personally or deemed delivered 72 hours after deposit in the United States Mail, postage prepaid, by registered or certified mail, at the address set forth below the signatures to this Agreement. Either party may change its address for notifications purposes by complying with this paragraph.

14.2 Entire Agreement. This Agreement and the exhibits attached hereto which are incorporated herein by this reference contain the entire agreement between the parties relating to the sale and may not be modified or amended except by a written document signed by all parties.

14.3 ARBITRATION OF DISPUTES. ANY CONTROVERSY OR CLAIM ARISING OUT OF THIS CONTRACT OR A BREACH THEREOF SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION.

NOTICE: BY INITIALLING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALLING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS

ARBITRATION PROVISION IS VOLUNTARY.

WE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

BEK
SELLER

Katy Hoard
SELLER

14.4 Binding Effect. This Agreement shall bind and inure to the benefit of respective heirs, personal representatives, successors and assigns of the parties hereto.

SELLER:

BUYER:

MOUNTAIN VIEW CEMETERY
ASSOCIATION, a California non-
profit corporation

THE CITY OF PIEDMONT, a
California municipal
corporation

By: Bauer E. Kramer
BAUER E. KRAMER
President

By: Katy Hoard
Its: Mayor

By: Gerald E. Johansen
GERALD E. JOHANSEN
Secretary

Address:

120 Vista Avenue
Piedmont, California 94611

Address:

5000 Piedmont Avenue
Oakland, California 94611

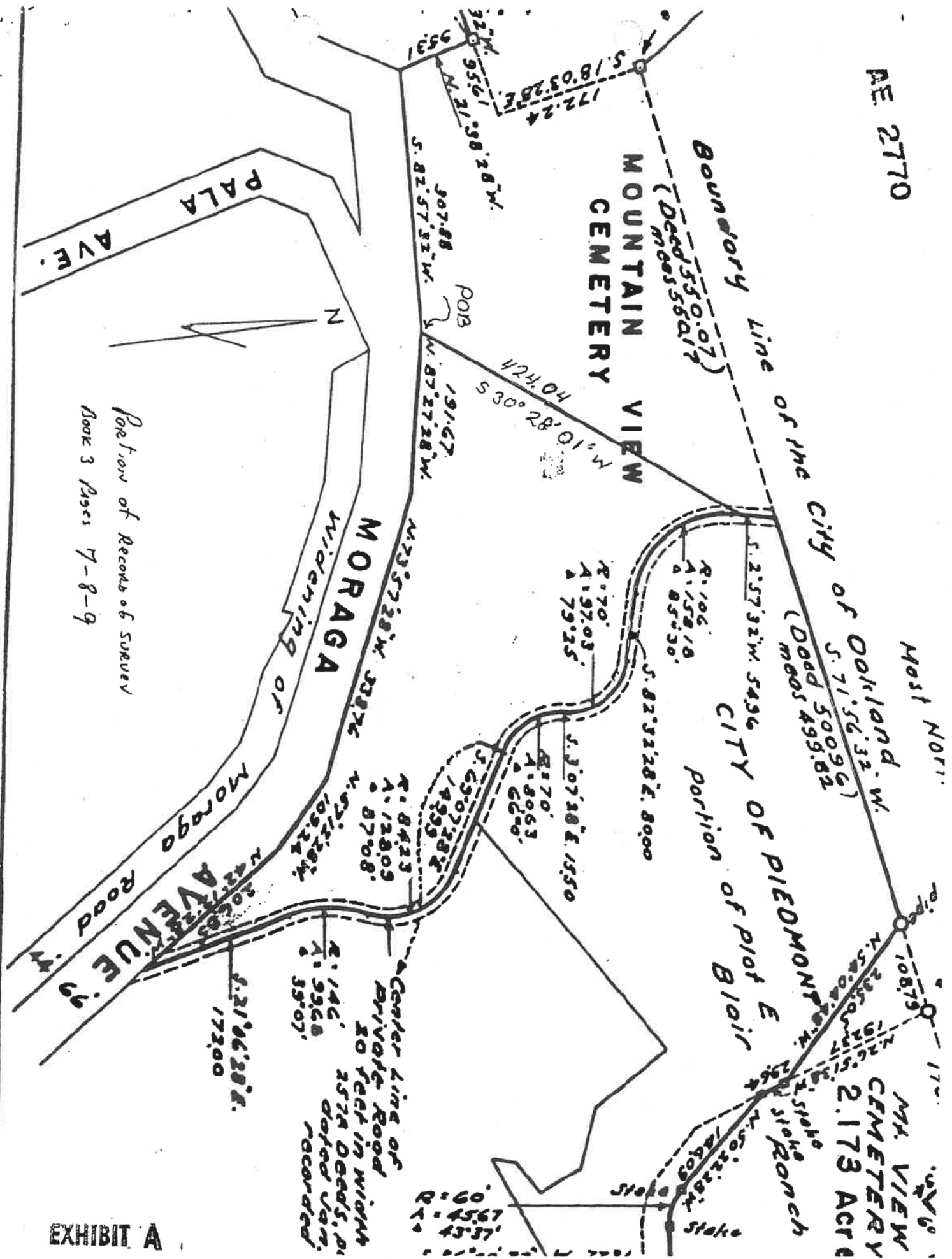
Attest:

Anne Sawyer
City Clerk or
Deputy City Clerk

Approved as to Legality
and Form:

George J. Taylor
City Attorney or
Deputy City Attorney

AE 2770



Portion of Record of Survey
Book 3 Pages 7-8-9

Order No. 130176

Page No. 6

LEGAL DESCRIPTION

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

Commencing at the southeasterly corner of that certain 2.50 acre conveyed in the deed from Realty Syndicate Company, a corporation to Mountain View Cemetery Association, a corporation, dated December 30, 1914, recorded January 4, 1915 in Book 2297, of Deeds, Page 363, Alameda County Records; thence along the southerly line of said 2.50 acre parcel south $68^{\circ} 21' 32''$ west 95.61 feet, thence south $21^{\circ} 39' 28''$ east, 95.31 feet to a point in the northerly line of Moraga Avenue (formerly County Road No. 1105), thence along said northerly line, north $82^{\circ} 57' 32''$ east 307.83 feet, to the true point of beginning of this description, thence leaving said northerly line north $30^{\circ} 28' 01''$ east, 424.04 feet, to the center line of that certain private road described in the deed from Realty Syndicate Company, a corporation to Mountain View Cemetery Association, a corporation dated January 31, 1917 recorded May 16, 1917, in Book 2578 of Deeds, Page 107, Alameda County Records, thence southeasterly along said center line of said private road to a point in the northerly line of said Moraga Avenue, thence along said northerly line north $42^{\circ} 12' 28''$ west, 206.85 feet; thence north $57^{\circ} 12' 28''$ west, 109.24 feet; thence north $73^{\circ} 57' 28''$ west, 338.76 feet; thence north $87^{\circ} 27' 28''$ west, 191.67 feet to the true point of beginning.

A.P. No. 48A-7002-3 (Portion)

TRAC. 506 (Dx. 10 Pg 95) THERMAL HILL (Dx. 9 Pg 52)
 SUBDIVISION OF POR. PIEDMONT HEIGHTS (Dx. 10 Pg 23)

48A - 7002

7021

ST Mary's Cemetery

Church Cemetery

15

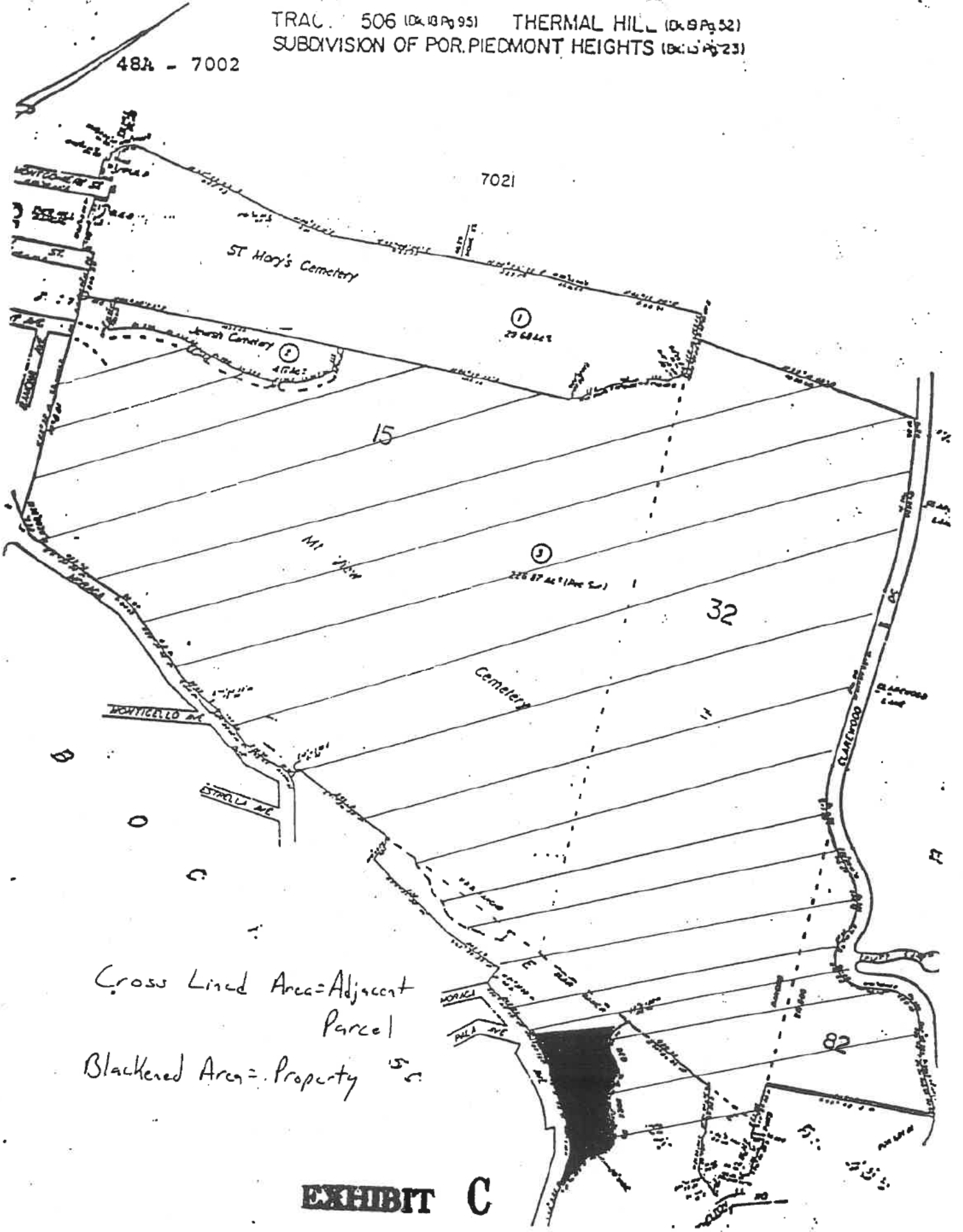
32

Cemetery

Cross Lined Area = Adjacent Parcel

Blackened Area = Property

EXHIBIT C



t062492mp

APPLICANT:

City of Piedmont
120 Vista Avenue
Piedmont, CA 94611
Attn: Ann Swift
420-3040

YOUR CONTACT PERSON IS: Andrea Bell

CALL : (510) 763-0500
ESCROW ORDER NO. : 130176
TITLE ORDER NO. : 130176
TITLE OFFICER : Share Moreland (DA)
CUSTOMER REFERENCE : CITY OF PIEDMONT
PROPERTY ADDRESS : 5000 Piedmont Avenue
Oakland, California

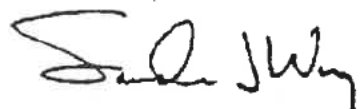
COPIES TO: Mountain View Cemetery Association

Subject to a minimum charge required by Section 12404 of the Insurance Code. The form of policy of title insurance contemplated by this report is: **A CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990, POLICY, AND A SPECIFIC REQUEST SHOULD BE MADE IF ANOTHER FORM OR ADDITIONAL COVERAGE IS DESIRED.**

In response to the referenced application for a policy of title insurance, this Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy of Title Insurance in the form specified above, describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said policy form.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments thereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder of Commitment should be requested.



Authorized Signature

FIRST AMERICAN TITLE

EXHIBIT n

Order No. 130176

Page No. 2

Dated as of **June 11, 1992** at 7:30 a.m.

Title to said estate or interest at the date hereof is vested in:

MOUNTAIN VIEW CEMETERY ASSOCIATION, a corporation

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A FEE

AT THE DATE HEREOF EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS CONTAINED IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. PROPERTY TAXES, including any assessments collected with taxes, for the fiscal year 1992-1993, a lien not yet due or payable.
2. THE LIEN of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. EASEMENT for the purposes stated herein and incidents thereto
Purpose : Roadway
Reserved by : Realty Syndicate Company
Recorded : May 16, 1917, Book 2578 of Deeds, Page 107, Official Records
Affects : The northeastern 10 feet of said land
4. THE EFFECT of an easement for roadway purposes, and purposes incidental thereto as granted by Realty Syndicate Company to H. Slikerman in that certain Deed dated December 15, 1922, recorded January 20, 1923, Book 323, Page 403, Official Records.

Said matter effects the northeastern 10 feet of said land.

NOTE: Realty Syndicate Company had no record interest in the herein described land when said deed was executed and recorded.

5. EASEMENT for the purposes stated herein and incidents thereto
Purpose : The establishing and maintaining of a municipal corporation yard and for the construction, maintenance and use of a roadway
Granted to : The City of Piedmont
Recorded : July 21, 1925, Book 1024, Page 423, Official Records
Affects : A northeastern portion of said land

6. RESTRICTIONS imposed by law regarding the sale and disposition of said land or a place within any mausoleum or columbarium erected thereon resulting from the use or dedication of said land for cemetery purposes.

Said land has been dedicated for private cemetery purposes by the following:
 - A. Declaration of Dedication of Land to Cemetery Purposes, executed by Mountain View Cemetery Association, filed January 25, 1950, Series No. AE6782, Alameda County Records.
 - B. That certain map entitled "Mountain View Cemetery, Oakland-Piedmont, Alameda County, California, Master Plan," filed September 17, 1963, Map Book 43, Page 17A, Alameda County Records;
 - C. Declaration of Dedication of Cemetery Property, executed by Mountain View Cemetery Association, recorded January 2, 1973, Reel 3312, Image 127, Official Records, and October 23, 1978, Reel 5635, Image 409, Official Records.
 - D. Declaration of Dedication of Cemetery Property, as disclosed by the dedication page of the "Map of Mountain View Cemetery", filed October 9, 1991, Map Book 185, Pages 71-78.
7. EASEMENTS over any of the unnamed streets, roads, alleys, walks, paths, parks or parkways shown on the Map of said "Mountain View Cemetery" filed September 17, 1963, Map Book 43, Page 17A, Alameda County Records.
8. EASEMENTS, rights, or interests arising out of
 - (a) the sale or transfer of lots, blocks, plots or sections in said "Mountain View Cemetery" or of burial rights therein;
 - (b) The sale or transfer of crypts or vaults in any mausoleum, and of niches in any columbarium to be erected on the herein described land, or
 - (c) any interment in said land.
9. EASEMENTS for existing and proposed Storm sewers, "inlets", "outlets" and "culverts" affecting all areas designated therefor on the Map of said "Mountain View Cemetery" filed September 17, 1963, Map Book 43, Page 17A, Alameda County Records.
10. ANY INTEREST of East Bay Municipal Utility District in and to those portions of said land designated "Red Rock Reservoir #2" and "New Unpaved Road" on the Map of "Mountain View Cemetery" filed September 17, 1963, Map Book 43, Page 17A, Alameda County Records.

Order No. 130176

Page No. 4

11. THE TERMS and provisions contained in that certain unrecorded license agreement dated March 26, 1969, executed by and between the City of Piedmont and Mountain View Cemetery Association, as amended by an unrecorded Document dated December 20, 1982, for the purposes states below and purposes incidental thereto as disclosed by off record Documentation provided to this Company:
 - Grant to : The City of Piedmont
 - Purposes : Building encroachments, drainage pipe, land fill and pistol firing
 - Affects : The exact locations of the areas burdened by said uses and not defined of record
12. Matters which may be disclosed by an inspection or by a survey of said land that is satisfactory to this Company, or by inquiry of the parties in possession thereof.
13. Information in possession of this company indicates that this may be a division of land, as defined in Government Code Section 66424. Such a division of land would appear to fall within the purview of the Subdivision Map Act (commencing with Government Code Section 66410). As a prerequisite to the issuance of any Policy of Title Insurance, evidence of at least one of the following requirements must be accomplished to this Company's satisfaction.
 - 1) That a Final (Tract) Map has been recorded in compliance with the Subdivision Map Act and related ordinances;
 - 2) That a Parcel Map has been recorded in compliance with the Subdivision Map Act and related ordinances; or
 - 3) That a Certificate of Compliance as provided for in the Subdivision Map Act (Government Code 66499.35) has been recorded; or that other satisfactory evidence indicating compliance or non-violation be furnished.
14. THE REQUIREMENT that a resolution of the board of directors of the vestee be submitted authorizing execution of any deed or loan documents and that the by-laws be submitted prior to the recordation of such instruments.
15. THE REQUIREMENT that this Company be provided satisfactory evidence showing that the herein vestee is in good standing in the State of California.

Note: The Office of California Secretary of State currently has no record of the herein vestee.

Order No. 130176

Page No. 5

INFORMATION NOTES:

- A. TAXES for the fiscal year 1991-1992
1st Installment : \$258.09 PAID
2nd Installment : \$258.09 PAID
Land : \$10,060.00
Improvements : \$22,602.00
Personal Property : \$-0-
Exemption : \$-0-
Assessee : MOUNTAIN VIEW CEMETERY
A. P. No. : 048A-7002-003
Code Area : 17-001
- B. The City of Piedmont imposes a property transfer tax of \$6.50 per \$1,000.00 or fractional part thereof based upon the total consideration.
- C. Short term rate does not apply.
- D. Collect \$10.00 (per parcel) user fee for each Grant Deed for County Monument Preservation Fund.
- E. ANY FACTS, rights, easements, interest or claims which are not shown by the public records but which could be ascertained by making inquiry of persons in possession of said land and disclosed by a physical inspection thereof.
- F. Effective January 1, 1993 all notarial acknowledgment forms must comply substantially with the language contained in California Civil Code Section 1189 entitled "General form of certificate of acknowledgment" pursuant to Senate Bill 2251, Chapter 1070 of Statutes of 1990. Any documents executed on or after January 1, 1992 and acknowledged in the State of California by a notary public containing other notarial forms of acknowledgments may not be acceptable for recordation. First American Title will make the form available upon request.

LEGAL DESCRIPTION

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

Commencing at the southeasterly corner of that certain 2.50 acre conveyed in the deed from Realty Syndicate Company, a corporation to Mountain View Cemetery Association, a corporation, dated December 30, 1914, recorded January 4, 1915 in Book 2297, of Deeds, Page 363, Alameda County Records; thence along the southerly line of said 2.50 acre parcel south $68^{\circ} 21' 32''$ west 95.61 feet, thence south $21^{\circ} 39' 28''$ east, 95.31 feet to a point in the northerly line of Moraga Avenue (formerly County Road No. 1105), thence along said northerly line, north $82^{\circ} 57' 32''$ east 307.83 feet, to the true point of beginning of this description, thence leaving said northerly line north $30^{\circ} 28' 01''$ east, 424.04 feet, to the center line of that certain private road described in the deed from Realty Syndicate Company, a corporation to Mountain View Cemetery Association, a corporation dated January 31, 1917 recorded May 16, 1917, in Book 2578 of Deeds, Page 107, Alameda County Records, thence southeasterly along said center line of said private road to a point in the northerly line of said Moraga Avenue, thence along said northerly line north $42^{\circ} 12' 28''$ west, 206.85 feet; thence north $57^{\circ} 12' 28''$ west, 109.24 feet; thence north $73^{\circ} 57' 28''$ west, 338.76 feet; thence north $87^{\circ} 27' 28''$ west, 191.67 feet to the true point of beginning.

A.P. No. 48A-7002-3 (Portion)

EXHIBIT A

THE CENTURY ASSOCIATION, a nonprofit cemetery corporation organized December 19, 1861, under the provision of an act of legislation of the State of California entitled "An Act to Authorize the Incorporation of Rural Cemetery Associations," approved April 16, 1859 and known as the "Cemetery Act", does hereby certify and declare:

[illegible][illegible][illegible]

and regulations governing ROOSTER VEE COUNTRY ASSOCIATION. In effect and to then hereafter adopted.

This dedication is made and is intended to be made under and in accordance with the provision of the health and safety Code of the State of California.

A WITNESS THEREOF MOUNTAIN VIEW CEMETERY ASSOCIATION has caused this deed to be subscribed hereunto and its corporate seal to be hereunto affixed by its President and Secretary Thermonite duly authorized this 1st day of August, 1981.

ROOM 1111 VILE COUNTRY ASSOCIATION

BY _____
PRESIDENT

BY _____
SECRETARY

State of California) s.s.
County of Alameda }

the ~~original~~ 1968 ~~secret~~ day of ~~1961~~ before
personals appeared before R. ~~Heath~~ del 1961 before
and Ogden ~~Heath~~ del 1961 before
VIR CHEMIST ~~Heath~~ del 1961 before
Heath on ~~Heath~~ del 1961 before
acknowledged to me that such operation existed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affirmed my official seal the day and year in this certificate first above written.



NOTARY PUBLIC in and for the State
of California with principal office
in the County of Alameda

I hereby certify that the said map has been made by me from my own survey of the ground and that the contents are of the nature and in the location shown thereon.

9-28-96

BY *Joseph N. Melnikov*
JOSEPH N. MELNIKOV, P.E. 3000



plied at the request of
Secretary of Montana
Bridging
'19 at the County Association on the 28th day of
February, 1929. A. M. In the office of the
County Recorder at Helena, Mont., State of Montana.
Witness my hand and the Great Seal of said State at
Helena, Montana, this 28th day of February, 1929.

BY Alfred
Deputy County Recorder



MOUNTAIN VIEW CEMETERY ASSOCIATION

WOOD MEDICINE AVENUE, OAKLAND 94612

HOLANN COMPANY INC.
 REPRESENTING - SHIPPED
 1001 BROWN AVE. LAJUNTA, CA 94546
 TEL (415) 966-1000 FAX (415) 966-0676

ATTACHMENT 2

ATTACHMENT 2

Recorded At The Request Of
and When Recorded Return To:
CROSBY, HEAFEY, ROACH & MAY
Professional Corporation
1999 Harrison Street
Oakland, CA 94612

FILE COPY

Attention: William A. Durgin, Jr.

Mail Tax Statements To:

City of Piedmont
City Hall
Piedmont, CA 94611

GRANT DEED

MOUNTAIN VIEW CEMETERY ASSOCIATION, a California nonprofit corporation ("Grantor"), hereby grants to CITY OF PIEDMONT, a California municipal corporation ("Grantee"), all of Grantor's right, title and interest in and to the real property situated in the City of Piedmont, County of Alameda, State of California, more particularly described in attached Exhibit "A" (the "Property").

The foregoing grant is further subject to encumbrances, easements, assessments, and other restrictions of record, including, without limitation, those set forth in Exhibit "B" and the conditions, covenants and restrictions contained in this Grant Deed.

Grantee covenants and agrees for itself, and its successors and assigns to or of the Property as follows:

1. Grantee, and such successors and assigns shall use the Property exclusively for municipal purposes as reasonably determined from time to time by Grantee; provided, however, Grantee shall not use, store or dispose of any hazardous or toxic substance (as defined under applicable law) on the Property.

2. Grantee, and such successors and assigns, shall construct, maintain, repair and replace in good condition and repair an eight (8) foot cyclone fence equipped with vertical slats along the southwest line of the Property to prevent persons from trespassing onto the Adjacent Parcel.

3. Grantee, and such successors and assigns, shall, in the event of a blockage to the water supply to Grantor or the real property owned by Grantor located adjacent to the Property, as is more particularly described in attached

Exhibit "C" (the "Adjacent Parcel") provided by the stream flowing below the Property in a pipe, which blockage to such water supply is caused by Grantee, or which blockage occurs on the Property by other than an Act of God (such as a major earthquake), Grantee will take prompt action to remedy and remove such blockage. For purposes hereof "to block" and "blockage" shall mean any reduction of waterflow in such stream by five percent (5%) or more caused by Grantee or its successors and assigns, or which blockage occurs on the Property by other than an Act of God.

4. Grantee, and such successors and assigns, shall not perform any grading or other act which materially adversely affects the stability of the soils located on the Adjacent Parcel or causes material adverse soil erosion on the Adjacent Parcel, and Grantee and its successors and assigns will take prompt action to remedy and repair any such soil instability or erosion caused by Grantee or its successors and assigns.

It is intended and agreed that the agreements and covenants provided in Paragraphs 1 through 4 above shall be covenants running with the land for the benefit and in favor of the Adjacent Parcel and burdening the Property. Such covenants shall inure to the benefit of and be enforceable by, Grantor and its successors and assigns, and be binding upon Grantee, its successors and assigns to or of the Property or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof.

All exhibits attached hereto are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Deed this 9th day of February, 1993.

GRANTEE:

CITY OF PIEDMONT, a California
municipal corporation

By: Kelly Hordick

Its: Mayor

By: Milt Kessler

Its: Vice Mayor

GRANTOR:

MOUNTAIN VIEW CEMETERY CORPORATION,
a nonprofit corporation

By: Bauer E. Kramer

Its: President

By: Gerard J. Hansen

Its: Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5193

State of California
County of Alameda

On 2/9/93 before me, NORVAN GARDEN, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared BAUER E. KRAMER
NAME(S) OF SIGNER(S)

☒ 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.

Norvan Garden
SIGNATURE OF NOTARY

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

TITLE OR TYPE OF DOCUMENT _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

©1992 NATIONAL NOTARY ASSOCIATION • 8236 Remmet Ave., P.O. Box 7184 • Canoga Park, CA 91309-7184

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- ☐ INDIVIDUAL
☒ CORPORATE OFFICER(S)
President
TITLE(S)
☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

Mt. View Cemetery Assoc.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5193

State of California
County of Alameda

On 2-9-93 before me, NORVAN GARDEN, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared GERALD E. JOHANSEN
NAME(S) OF SIGNER(S)

☒ 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.

Norvan Garden
SIGNATURE OF NOTARY

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

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SIGNER(S) OTHER THAN NAMED ABOVE _____

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OPTIONAL SECTION

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- ☐ INDIVIDUAL
☒ CORPORATE OFFICER(S)
Secretary
TITLE(S)
☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

Mt. View Cemetery Assoc.

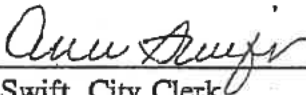
CITY OF PIEDMONT
CALIFORNIA



STATE OF CALIFORNIA)ss
County of Alameda)

On February 16, 1993 before me, Ann Swift personally appeared Katy Foulkes, Mayor and Milt Kegley, Vice Mayor, 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.



Ann Swift, City Clerk
City of Piedmont

FIRST AMERICAN TITLE GUARANTY COMPANY



FAX TRANSMISSION REQUEST

Date: 2-19-93Deliver to: Ann SwiftCompany: City of PiedmontFax No.: 653-8272

Re: _____

Escrow No.: 130174Number of pages sent including this one: 1

Sent By: First American Title Guaranty Company
1535 Harrison Street
Oakland, Ca 94612
Phone: (510) 763-0500
FAX: (510) 763-0544

By: Andrea Bell

Sample

3009 (1/91) - (General) First American Title Company

STATE OF CALIFORNIA
COUNTY OF _____ } ss.On February 16, 1993 before me, Ann Swift
personally appeared Katy Foulkes, Mayor and Milt Kagley, Vice Mayor_____ 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.

Signature _____

(This area for official notarial seal)

1535 Harrison Street, Oakland, CA 94612 (510) 763-0500

LEGAL DESCRIPTION

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

Commencing at the southeasterly corner of that certain 2.50 acre conveyed in the deed from Realty Syndicate Company, a corporation to Mountain View Cemetery Association, a corporation, dated December 30, 1914, recorded January 4, 1915 in Book 2297, of Deeds, Page 363, Alameda County Records; thence along the southerly line of said 2.50 acre parcel south $68^{\circ} 21' 32''$ west 95.61 feet, thence south $21^{\circ} 39' 28''$ east, 95.31 feet to a point in the northerly line of Moraga Avenue (formerly County Road No. 1105), thence along said northerly line, north $82^{\circ} 57' 32''$ east 307.83 feet, to the true point of beginning of this description, thence leaving said northerly line north $30^{\circ} 28' 01''$ east, 424.04 feet, to the center line of that certain private road described in the deed from Realty Syndicate Company, a corporation to Mountain View Cemetery Association, a corporation dated January 31, 1917 recorded May 16, 1917, in Book 2578 of Deeds, Page 107, Alameda County Records, thence southeasterly along said center line of said private road to a point in the northerly line of said Moraga Avenue, thence along said northerly line north $42^{\circ} 12' 28''$ west, 206.85 feet; thence north $57^{\circ} 12' 28''$ west, 109.24 feet; thence north $73^{\circ} 57' 28''$ west, 338.76 feet; thence north $87^{\circ} 27' 28''$ west, 191.67 feet to the true point of beginning.

A.P. No. 48A-7002-3 (Portion)

EXHIBIT A

2770

Most No.

Boundary Line of the City of Oakland
S. 71° 56' 32" W.
(Ded 500.96)
meas 499.82

CITY OF PIEDMONT
portion of Plot E
Blair

MT. VIEW CEMETERY
2.173 Acr

Ranch

Pipe

108.79

N. 54° 04' 40" W.

S. 2° 57' 32" W. 54.96

Stake

Stake

N. 50° 22' 38" W.

100.00

R. 106'

A. 158.18

Ded 550.07)

550.17

307.88
S. 82° 57' 33" W. POB 191.67
N. 87° 27' 28" W.

ening of

PALM AVE.

Portion of Reconob Survey
Book 3 Pages 7-8-9

MA. VIEW
CEMETER:
2.173 Acr

Y OF PIEDMONT
Portion of Plot E
Blair

Center Line of
Private Road
10 feet in width
146' 2578 Decds. p
33.68 dated Jan
1870' recorded

172.00
AVENUE 66
Road

EXHIBIT B

1. PROPERTY TAXES, including any assessments collected with taxes, for the fiscal year 1992-1993, a lien not yet due or payable.
2. THE LIEN of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. EASEMENT for the purposes stated herein and incidents thereto
Purpose : Roadway
Reserved by : Realty Syndicate Company
Recorded : May 16, 1917, Book 2578 of Deeds, Page 107, Official Records
Affects : The northeastern 10 feet of said land
4. THE EFFECT of an easement for roadway purposes, and purposes incidental thereto as granted by Realty Syndicate Company to H. Slikerman in that certain Deed dated December 15, 1922, recorded January 20, 1923, Book 323, Page 403, Official Records.

Said matter effects the northeastern 10 feet of said land.

NOTE: Realty Syndicate Company had no record interest in the herein described land when said deed was executed and recorded.
5. EASEMENT for the purposes stated herein and incidents thereto
Purpose : The establishing and maintaining of a municipal corporation yard and for the construction, maintenance and use of a roadway
Granted to : The City of Piedmont
Recorded : July 21, 1925, Book 1024, Page 423, Official Records
Affects : A northeastern portion of said land
6. RESTRICTIONS imposed by law regarding the sale and disposition of said land or a place within any mausoleum or columbarium erected thereon resulting from the use or dedication of said land for cemetery purposes.

Said land has been dedicated for private cemetery purposes by the following:

A. Declaration of Dedication of Land to Cemetery Purposes, executed by Mountain View Cemetery Association, filed January 25, 1950, Series No. AE6782, Alameda County Records.

B. That certain map entitled "Mountain View Cemetery, Oakland-Piedmont, Alameda County, California, Master Plan," filed September 17, 1963, Map Book 43, Page 17A, Alameda County Records;

C. Declaration of Dedication of Cemetery Property, executed by Mountain View Cemetery Association, recorded January 2, 1973, Reel 3312, Image 127, Official Records, and October 23, 1978, Reel 5635, Image 409, Official Records.

D. Declaration of Dedication of Cemetery Property, as disclosed by the dedication page of the "Map of Mountain View Cemetery", filed October 9, 1991, Map Book 185, Pages 71-78.
7. EASEMENTS over any of the unnamed streets, roads, alleys, walks, paths, parks or parkways shown on the Map of said "Mountain View Cemetery" filed September 17, 1963, Map Book 43, Page 17A, Alameda County Records.

8. EASEMENTS, rights, or interests arising out of
- (a) the sale or transfer of lots, blocks, plots or sections in said "Mountain View Cemetery" or of burial rights therein;
 - (b) The sale or transfer of crypts or vaults in any mausoleum, and of niches in any columbarium to be erected on the herein described land, or
 - (c) any interment in said land.
9. EASEMENTS for existing and proposed Storm sewers, "inlets", "outlets" and "culverts" affecting all areas designated therefor on the Map of said "Mountain View Cemetery" filed September 17, 1963, Map Book 43, Page 17A, Alameda County Records.
10. ANY INTEREST of East Bay Municipal Utility District in and to those portions of said land designated "Red Rock Reservoir #2" and "New Unpaved Road" on the Map of "Mountain View Cemetery" filed September 17, 1963, Map Book 43, Page 17A, Alameda County Records.
11. THE TERMS and provisions contained in that certain unrecorded license agreement dated March 26, 1969, executed by and between the City of Piedmont and Mountain View Cemetery Association, as amended by an unrecorded Document dated December 20, 1982, for the purposes states below and purposes incidental thereto as disclosed by off record Documentation provided to this Company:
- | | |
|----------|--|
| Grant to | : The City of Piedmont |
| Purposes | : Building encroachments, drainage pipe, land fill and pistol firing |
| Affects | : The exact locations of the areas burdened by said uses and not defined of record |
12. Matters which may be disclosed by an inspection or by a survey of said land that is satisfactory to this Company, or by inquiry of the parties in possession thereof.

EXHIBIT C

LEGAL DESCRIPTION

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

PARCEL ONE:

Commencing at a point in the dividing line between Subdivision "E" and the lands of the Mountain View Cemetery Association, distant thereon South 73° 56' West Thirteen Hundred Thirty-seven and 42/100 (1337.42) feet from the most Northeasterly corner of Subdivision "E", as said Subdivision "E" is laid down, delineated and so designated upon that certain map entitled "Map in Partition of the Blair Ranch" etc. hereinafter referred to, said point of commencement also being the most Northeasterly corner of that certain Two and 50/100 (2.50) acre piece or parcel of land Firstly described in that certain deed from Realty Syndicate Company, a corporation, to Mountain View Cemetery Association, a corporation, dated December 30th, 1914, and recorded January 4th, 1915, in Liber 2297 of Deeds, at page 363, in the office of the County Recorder of said County of Alameda; and running thence along the Easterly boundary line of said Two and 50/100 (2:50) acre piece or parcel of land South 18° 04' East One Hundred Seventy-two and 24/100 (172.24) feet to the most Southeasterly corner of said Two and 50/100 (2.50) acre piece or parcel of land; thence along the Southerly boundary line of said Two and 50/100 (2.50) acre piece or parcel of land South 68° 21' West Ninety-five and 61/100 (95.61) feet; thence South 21° 39' East Ninety-five and 31/100 (95.31) feet to the Northerly line of Moraga Avenue (formerly known as County Road No. 1109); thence along said Northerly line of said Moraga Avenue north 82° 57' East Three Hundred Seven and 88/100 (307.88) feet, South 87° 28' East One Hundred Ninety-one and 67/100 (191.67) feet, South 73° 56' East Three Hundred Thirty-eight and 76/100 (338.76) feet; South 57° 13' East One Hundred Nine and 24/100 (109.24) feet and South 42° 13' East Two Hundred Six and 85/100 (206.85) feet to the center line of a private road Twenty (20) feet in width; thence along said center line of said private road North 21° 07' West One Hundred Seventy-two (172) feet; thence continuing along said center line of said private road Northerly on the arc of a circle of One Hundred Forty-six (146) feet radius, deflecting to the right or Eastward and tangent to last mentioned course, a distance of Ninety-nine and 68/100 (99.68) feet thence continuing along said center line of said private road Northwesterly on the arc of a circle of Eighty-four and 23/100 (84.23) feet radius, deflecting to the left or Westward and tangent to last mentioned arc of One Hundred Forty-six

(146) feet radius, a distance of One Hundred Twenty-eight and 9/100 (128.09) feet; thence continuing along said center line of said private road North 69° 08' West, tangent to that mentioned arc of Eighty-four and 23/100 (84.23) feet radius, One Hundred Forty-nine and 99/100 (149.99) feet; thence leaving said center line of said private road Northwesterly on the arc of a circle of Seventy (70) feet radius, deflecting to the right or Northward and tangent to last mentioned course a distance of Eighty and 63/100 (80.63) feet, thence North 03° 08' West tangent to last mentioned arc, Fifteen and 50/100 (15.50) feet, thence northwesterly on the arc of a circle of seventy (70) feet radius, deflecting to the left or Westward and tangent to last mentioned course, a distance of Ninety-seven and 3/100 (97.03) feet; thence North 82° 33' West tangent to last mentioned arc Eighty (80), thence northwesterly on the arc of the circle of One Hundred Six (106) feet radius, deflecting to the right or Northward and tangent to the last mentioned course a distance of One Hundred Fifty-eight and 18/100 (158.18) feet thence North 02° 57' East tangent to last mentioned arc, Fifty-four and 96/100 (54.96) feet to said dividing line between said Subdivision "E" and the lands of the Mountain View Cemetery Association and thence along said dividing line South 71° 56' West Five Hundred Fifty and 7/100 (550.07) feet to the point of commencement. Being a portion of Subdivision "E", as said Subdivision is laid down, delineated and so designated upon that certain map entitled "Map in Partition of the Blair Ranch" etc., Accompanying Referees Report in Case No. 10390, Superior Court of Alameda County, California; Florence Ethel Blair vs. Mabel E. Squires, Phoebe A. Blair, et al, filed April 28th, 1897, in the office of the County Clerk of said County of Alameda, except for the Property referenced in Exhibit A to this Grant Deed.

A. P. No. 48A-7002-3

All that lot of land situated partly in the City of Piedmont, and partly in the City of Oakland, County of Alameda, State of California, and described as follows: to-wit:

PARCEL TWO:

Commencing at the most Northern corner of Plot E, as the said Plot E is shown upon that certain Map herein referred to; thence along the Northeasterly boundary line of said Plot E South 44° 30' East 77.34 feet to the most Western corner of Lot 13, as said Lot 13 is shown upon that certain Map herein referred to; thence along the Northwesterly boundary line of said Lot 13, North 45° 45' East 60.00 feet; thence leaving last

mentioned line South 36° 47' East, 194.60 feet; thence South 43° 13' West 25 feet; thence South 36° 47' East, 25.90 feet; thence South 43° 13' West, 104.80 feet; thence from a tangent which bears South 20° 14' East, along a curve to the left, having a radius of 140 feet, a distance of 110 feet; thence from a tangent which bears North 65° 15' West, along a curve to the left, having a radius of 100 feet, a distance of 50.18 feet; thence South 86° 00' West, tangent to last mentioned curve, a distance of 77.31 feet; thence Southwesterly and Northwesterly along the arc of a circle to the right tangent to the last course with a radius of 60.00 feet a distance of 45.67 feet; thence North 50° 23' West tangent to the last said arc of a circle 146.09 feet; thence North 26° 52' 10" West 222.01 feet to the Northwesterly boundary line of Plot E as aforesaid; thence along last said line North 71° 56' East 176.97 feet to the point of commencement.

Being a portion of Plot E, as said Plot is shown upon that certain Map entitled, "Map in partition of the Blair Ranch", etc., accompanying Referee's Report in Case No. 10390, Superior Court, Alameda County, California, Florence Ethel Blair vs. Mabel E. Squires, Phoebe A. Blair, et al., filed April 28, 1897 in the Office of the County Clerk of the said County of Alameda; and being a portion of Lot 13, as said lot is shown upon that certain Map entitled, "Map of a Subdivision of a portion of Piedmont Heights, Oakland Township, Alameda Co., California", etc., filed November 9, 1894 in the Office of the County Recorder of said County of Alameda and of record in Map Book 15, at Page 23.

PARCEL THREE:

The non-exclusive right-of-way for the purpose of a road or passageway, to grantees, their heirs, executors, administrators, and assigns, excepting and reserving however, to grantors, their heirs, executors, administrators, and assigns, a like use of said right of way for the purpose of a road or passageway over that certain parcel of land described as follows:

All that lot of land situated in the City of Piedmont and County of Alameda, State of California, described as follows:

Commencing at the most Northern corner of Plot E, as said Plot E is shown upon that certain Map herein referred to; thence along the Northwesterly boundary line of Plot E South 71° 56' West 176.97 feet to a point; thence leaving said boundary line South 26° 52' 10" East 222.01 feet to the point of beginning of this description; thence South 50° 23' East 146.09 feet to a point; thence along the arc of a circle to the left, tangent to last

mentioned line with a radius of 60.00 feet, a distance of 45.67 feet to a point; thence North 86° 00' East tangent to last mentioned arc of a circle 77.31 feet to a point; thence along that arc of a circle to the right, tangent to the last mentioned course with a radius of 100 feet, a distance of 50.18 feet; thence South 65° 15' East tangent to the last mentioned arc of a circle of 12.91 feet; thence, tangent to last mentioned course, along a curve to the left, having a radius of 41.42 feet, a distance of 25.12 feet to the Westerly line of a street known as Maxwellton Road; thence along said Westerly line of Maxwellton Road, South 10° 00' East, a distance of 45.51 feet; thence continuing along said line of Maxwellton Road on the arc of a circle to the left, with a radius of 120.00 feet, a distance of 12.64 feet; thence leaving said line of Maxwellton Road North 65° 15' West 70.19 feet; thence along the arc of a circle to the left, tangent to last mentioned course, with a radius of 60.00 feet, a distance of 30.11 feet; thence South 86° 0' West tangent to the last mentioned arc of a circle 77.31 feet; thence along the arc of a circle to the right of tangent to the last mentioned course, with a radius of 100 feet, a distance of 76.12 feet; thence North 50° 23' West tangent to the last mentioned arc of a circle 54.15 feet; thence North 26° 52' 10" West 100.25 feet to the point of beginning.

Being a portion of Plot E, as said Plot is shown upon that certain Map entitled, "Map in Partition of the Blair Ranch", etc., accompanying Referee's Report in Case No. 10390 Superior Court, Alameda County, California; Florence Ethel Blair vs. Mabel E. Squires, Phoebe A. Blair, et al., filed April 28, 1897 in the Office of the County Clerk of said County of Alameda.

PARCEL FOUR:

Portion of Plot "E", according to the Map in Partition of the Blair Ranch, accompanying Referee's Report in Case No. 10390, Superior Court, Alameda County, California, Florence Ethel Blair, vs. Mable E. Squires, Phoebe A. Blair, et al., filed April 28, 1897 in the Office of the County Clerk of said County of Alameda, bounded as follows:

Beginning at a point on the Northwestern line of said Plot "E", distant thereon South 71° 56' West 176.97 feet from the most Northern corner of said Plot "E"; running thence South 25° 52' 10" East 192.36 feet; thence North 54° 05' 20" West 235.05 feet to a point on the Northwestern line of said Plot "E", distant thereon North 71° 56' West 285.76 feet from the most Northern corner of said Plot "E"; thence North 71° 56' East 108.79 feet to the point of beginning.

PARCEL FIVE:

Real Property in the City of Oakland, County of Alameda, State of California, described as follows:

Beginning at the point of intersection of the Southeastern line of Lot 81, as said lot is shown on the map hereinafter referred to, with the Southwestern line of Edith Place, as said Edith Place is described in Parcel 1 in the Deed from Claremont Pines Corporation, a corporation, to City of Oakland, a municipal corporation, dated May 20, 1936 and recorded June 19, 1936 in Book 3350 of Official Records, Page 171; running thence Northwesterly along the said line of Edith Place, being the arc of a curve to the left having a radius of 270 feet, a distance of 42.04 feet to the most Eastern corner of that certain parcel of land described in the Deed from Claremont Pines Corporation, a corporation to Charles H. Nie, by deed dated October 16, 1939 and recorded October 31, 1939 in Book 3797 of Official Records, Page 472; thence leaving said line of Edith Place South 45° 42' 12" West parallel with and distant 40 feet Northwesterly, measured at right angles, from the Southeastern line of Lot 82, as shown on said map, a distance of 368.22 feet to the most Southern corner of that certain parcel of land described in the deed from Claremont Pines Corporation, a corporation, to Charles H. Nie, dated January 19, 1940 and recorded January 24, 1940 in Book 3849 of Official Records, Page 264; thence North 44° 17' 48" West 200 feet; thence North 45° 42' 12" East 255 feet to the said Southwestern line of Edith Place and at the most Northern corner of said parcel of land described in the deed to Charles H. Nie, first hereinabove referred to; thence Northwesterly along said line of Edith Place, being along the arc of a curve to the right, having a radius of 330 feet, a distance of 16.58 feet, more or less, to the Southeastern most corner of that certain parcel of land described in the Deed from Claremont Pines Corporation, a corporation, to City of Oakland, a municipal corporation, dated February 23, 1939 and recorded February 28, 1939 in Book 3732 of Official Records, Page 311; thence along the Southwestern and Southern lines of Edith Place, as described in the Deed last above mentioned North 61° 02' 33" West 176.77 feet and thence Westerly along the arc of a curve to the left, having a radius of 170 feet, a distance of 229.04 feet to the intersection thereof, with the Southeastern line of Edith Place, as described in the deed to the City of Oakland, recorded in Book 3350 of Official Records, Page 171, first hereinabove referred to; thence running along the general Southeastern and Southwestern lines of said Edith Place, the following courses and distances: South 41° 45' 54" West 98.33 feet; thence Northwesterly along the arc of a curve to the right, having a radius

of 148 feet, a distance of 276.55 feet; thence North 31° 10' 26" West 99.64 feet; thence Northwesterly along the arc of a curve to the left, having a radius of 320 feet, a distance of 277.73 feet; thence North 80° 54' 06" West 116.69 feet and thence Northwesterly along the arc of a curve to the right, having a radius of 630 feet, a distance of 121.98 feet to the intersection of said line of Edith Place with the Southwestern line of said Lot 82; thence along said last named line and leaving said line of Edith Place South 44° 27' 58" East 1278.45 feet to the most Southern corner of said Lot 82; thence North 45° 42' 12" East along the Southeastern line of said Lot 82 and along the Southeastern line of said Lot 81, 769.83 feet to the point of beginning.

Being a portion of Lots 81 and 82, as said lots are shown on the map of "Tract No. 506, Oakland, Alameda County, California, April 1932", filed June 9, 1932, in Book 18 of Maps, Pages 95 and 96, in the Office of the County Recorder of Alameda County.

PARCEL SIX:

All that lot of land situated in the City of Oakland, County of Alameda, State of California, and described as follows, to-wit:

Commencing at the point of intersection of the Southern line of Clarewood Drive, formerly Edith Place, as same now exists, with the Southeastern boundary line of Lot 81 and "Tract 506", as said Lot 81 is shown on the Map of "Tract 506," etc., herein referred to; and running thence Northwesterly along said Southern line of Clarewood Drive, along the arc of a circle to the left, with a radius of 270.00 feet, an arc distance of 42.04 feet; thence Southwesterly and leaving said line of Clarewood Drive, South 45° 42' 12" West 130.00 feet to the point of beginning for this description; thence continuing along Southwestern production of the last course herein set forth South 45° 42' 12" West 238.22 feet; thence Northwesterly and at right angles to the last mentioned course North 44° 17' 48" West 200.00 feet; thence Northeasterly and at right angles to the last mentioned course North 45° 42' 12" East 125.00 feet; thence South 73° 48' 38" East 229.82 feet to the point of beginning.

Being a portion of Lot 82 of Map entitled, "Tract 506, Oakland, Alameda County, California," etc., filed June 9, 1932 in Book 18 of Maps, at Pages 95 and 96, in the Office of the County Recorder of Alameda County.

PARCEL SEVEN:

Commencing at the point of intersection of the Southern line of Clarewood Drive, formerly Edith Place, as the same now exists, with the Southeastern boundary line of Lot 81 and and "Tract No. 506." as said Lot 81 is shown on the map of "Tract No. 506," etc., herein referred to; and running thence Northwestery along said Southern line of Clarewood Drive, along the arc of a circle to the left, with a radius of 270.00 feet, an arc distance of 42.04 feet to the point of beginning for this description; thence Northwestery along said Southern line of Clarewood Drive and continuing along said arc of said circle to the left, with said radius of 270.00 feet, an arc distance fo 50.91 feet; thence continuing along said line of Clarewood Drive, tangent to the last mentioned course, Northwestery North 77° 13' 27" West 102.90 feet; thence Northwestery along said line of said Clarewood Drive, along the arc of a circle to the right, tangent to the last mentioned course, with a radius fo 330.00 feet, an arc distance of 76.62 feet; thence Southwestery and leaving said line of Clarewood Drive and running parallel with the Southeastern line of Lot 82, of said map above referred to, distant therefrom 240.00 feet Northwestery at right angles thereto, South 45° 42' 12" West 130.00 feet; thence South 73° 48' 38" East 229.82 feet; thence Northeasterly and parallel with said Southeastern line of said Lot 82, distant therefrom 40.00 feet Northwestery at right angles, thereto, North 45° 42' 12" East 130.00 feet to the point of beginning.

PARCEL EIGHT:

All that real property situated in the City of Oakland, County of Alameda, described as follows:

All of Plot 32 as said plot is shown on the Record of Survey for Mountain View Cemetery Association, filed January 11, 1950, in Book 3 of Record of Survey Maps, at Pages 7, 8 & 9, Series AE2770, Alameda County Records.

RECORD OF SURVEY
FOR
MOUNTAIN VIEW CEMETERY ASSOCIATION
LYING PARTLY IN THE CITY OF OAKLAND
AND PARTLY IN THE CITY OF PIEDMONT
ALAMEDA COUNTY, CALIFORNIA.

OCTOBER 1949

Scale: 1 inch = 150 feet.

Summary

217.745 Acres

6.947

2.173

Total 226.865

NOTICE

THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. IT IS NOT TO BE RELIED UPON FOR ANY PURPOSE OTHER THAN ORIENTING ONE'S SELF AS TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS OF INTEREST. FIRST AMERICAN TITLE COMPANY ASSUMES NO LIABILITY FOR LOSS OR DAMAGE RESULTING FROM RELIANCE THEREON.

PCL 8

NO. 32

217.745 Acres

AE 2770

PARCEL 1

MOUNTAIN VIEW CEMETERY
8.947 Acres

MORAGA

PCL 5

TRACT NO. 608

LOT 82

LOT 12

MOUNTAIN VIEW CEMETERY
2.173 Acres

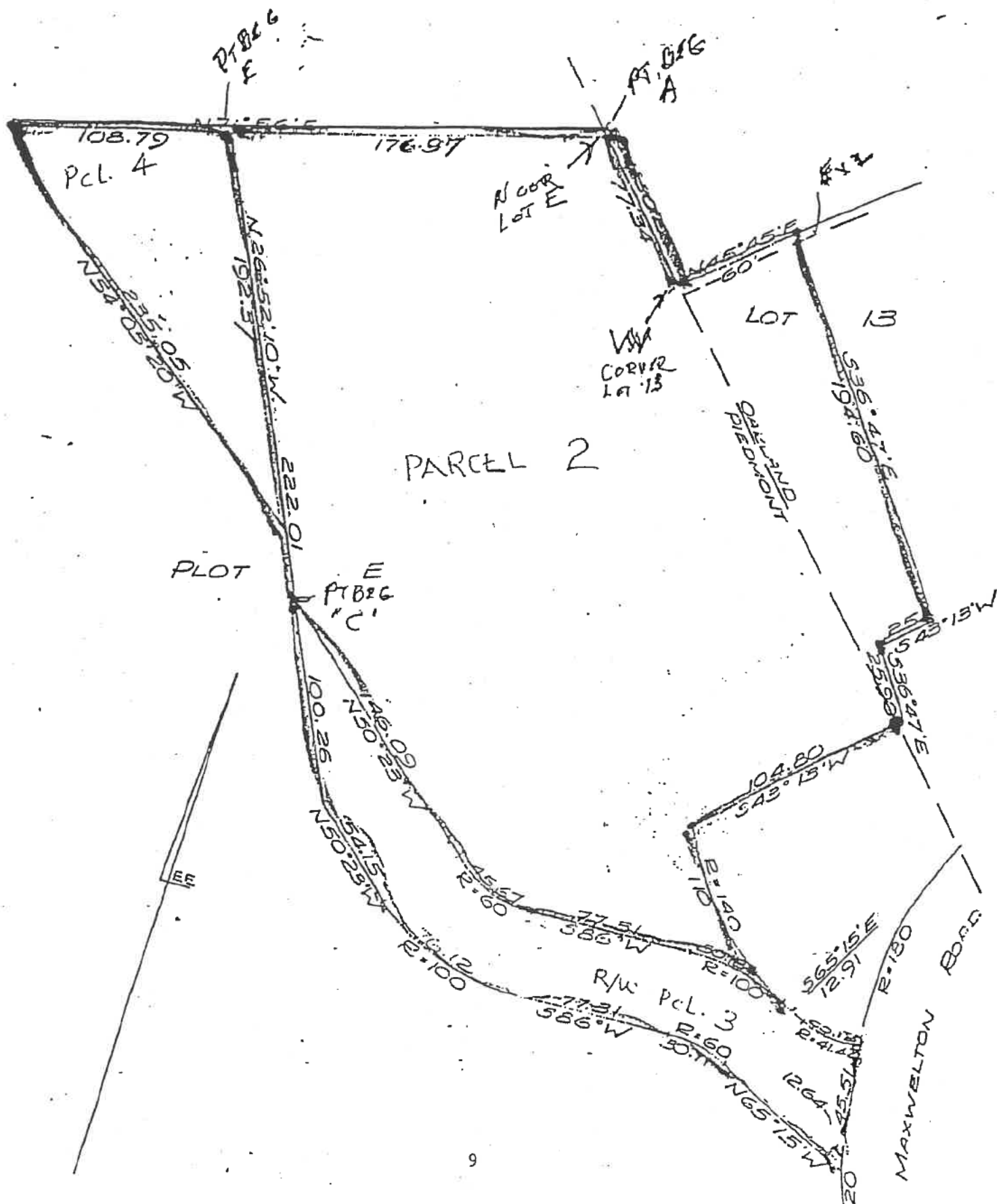
SEE NEXT

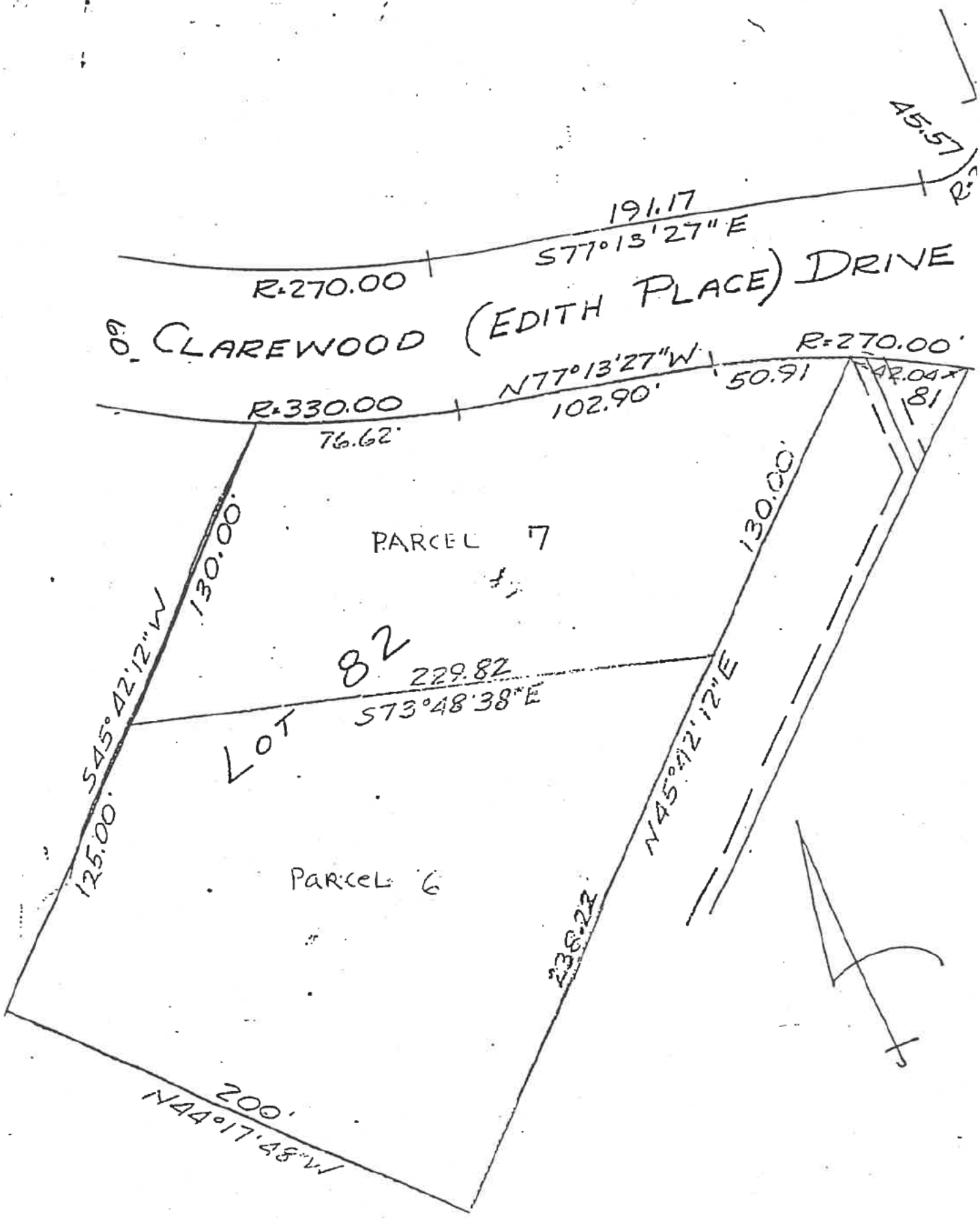
See Pg. 3

Subdivision of a portion of
PIEDMONT HEIGHTS

Pg. 2

Pg. 1





CITY OF PIEDMONT
CALIFORNIA



FILE COPY

January 29, 1993

Mountain View Cemetery Association
5000 Piedmont Avenue
Oakland, California 94611

Re: Closing of Sale of Moraga Avenue Property

Gentlemen:

This letter will confirm the following matters regarding the purchase and sale of the property subject to the Purchase and Sale Agreement between the City of Piedmont and Mountain View Cemetery dated as of June 15, 1992.

1. The dedication to cemetery purposes was removed from the property by order of the Superior Court of Alameda County dated November 12, 1992.

2. The statute of limitations to appeal such order may not have expired.

3. Notwithstanding that the statute of limitations of such order may not have expired, we desire to proceed to close the purchase and sale and hereby acknowledge that the City of Piedmont will indemnify, protect, defend and hold you harmless from and against any appeal of such order of dededication pursuant to Paragraph 10.3 of the Purchase and Sale Agreement.

CITY OF PIEDMONT

By

Kathy Forth
Mayor

Its

Date: October 3, 2025

To: Piedmont City Council

CC: Kevin Jackson, Director of City Planning
MCSP Consultants

From: Deborah Leland

Re: Draft Moraga Canyon Specific Plan

I am a current Moraga Canyon resident who wants to work with the City to create a viable plan that facilitates housing development in Moraga Canyon. I appreciate the City's efforts to comply with State law and the Piedmont Housing Element in creating the Moraga Canyon Specific Plan. There is a tremendous need to create more housing -- particularly more affordable housing -- in Piedmont, and I hope that the City will approve a plan that (a) actually facilitates such housing getting built, and (b) augments -- but does not overwhelm -- the existing Moraga Canyon community.

Unfortunately, I believe the current draft plan tries to fit too much into the canyon, exacerbating rather than alleviating existing unsafe conditions, and I urge the City Council to heed the legitimate concerns of the canyon's current residents by making several changes to the MCSP before approving it. Specifically:

- **Reduce the Unit Count.** Moraga Canyon is a viable location for housing development; however, allowing for 199 units in Moraga Canyon is just too much. ***The maximum number of units allowable under the MCSP should be lowered to 132 consistent with the needs specified in the Housing Element.***
 - Throughout the Housing Element process, the City frequently touted spreading the housing site inventory out throughout the City. But then multiple potential sites in the center of town were removed from the inventory, and additional units allocated to Moraga Canyon. Now, if 199 units out of 587 needed are in Moraga Canyon, that would represent over one-third of the total units. This runs strongly against the City's goals for distribution housing throughout the City.
 - The reason the allowable unit count was increased to 199 was to try to raise the amount that a developer would pay the City for that development right, so that the City could use those funds to pay to expand Coaches Field and upgrade the Corp Yard. ***If the City wants expanded recreation and public facilities, it***

should pursue a bond measure for everyone in the City to pay for it. That burden shouldn't be on the backs of housing developers, or on one particular neighborhood of the City.

- **Address Unsafe Conditions at Maxwellton Road.** The City and its consultants have repeatedly emphasized that the MCSP includes actions to improve the Moraga Ave roadway and create "a safer public realm." I applaud that intention, but in looking at the details of the MCSP, it fails to meet this objective in two ways: (a) the focus is only on portions of the MCSP area that include new development sites and areas to the west toward the center of the City, but ignores the eastern portion of the MCSP area including the Maxwellton Road intersection; and (b) vehicular safety along Moraga Ave is ignored. In particular:
 - Section 4.2 states the MCSP objectives related to mobility and circulation, and makes no mention of vehicular safety at all. ***The fourth bullet in Section 4.2 should be modified to add the underlined words: "Enhance vehicular safety and the safety and comfort of the pedestrian and bicycle facilities along Moraga Avenue."***
 - The third bullet of Section 4.2 states the objective of improving pedestrian access across Moraga Avenue, but the plan goes on to focus only on pedestrian crossing at Red Rock Rd. The existing Moraga Canyon community on the north side of Moraga Ave accesses Blair Park via crossing at Maxwellton Road, but no effort or mention is made in the plan to improve safety of that crossing.
 - Stopping Sight Distance Requirement: So much attention has been given to ensuring safe stopping sight distance for new driveway entrances along Moraga Ave, but the existing inadequate sight distance at Maxwellton Rd (as shown on Figure 4.17) has not been addressed at all. Rather, I am concerned that "improvements" contemplated to slow traffic further to the west will actually further impede visibility for cars trying to turn uphill from Maxwellton. For example, in Figures 4.28-4.30, the illustrations show the addition of planters and landscaping in the existing roadway just downhill of the Maxwellton intersection (Section D-D) which would appear to block downhill visibility for cars exiting Maxwellton. ***At a minimum, the MCSP should be modified to ensure that any roadway improvements do not further degrade sight lines for cars exiting Maxwellton Road.*** Preferably, the plan would go further and actually include considerations of how roadway improvements could improve current unsafe conditions.
 - Section 4.17 of the MCSP notes that a dedicated left turn pocket is required for a driveway on Moraga Ave serving more than 35 units. ***Why isn't that also a requirement for Maxwellton Rd, which serves > 50 units?***

- I am concerned that additional traffic on Moraga Ave will make a barely manageable situation at the narrow mouth of Maxwellton Rd much worse. Currently, gaps in traffic flow are frequent enough that cars exiting Maxwellton generally don't have to wait too long to turn out. However, if cars do stack up even two deep on Maxwellton, there is often not enough room for cars entering Maxwellton to pass by, leaving cars trying to enter Maxwellton hanging out (unsafely) into the flow of traffic on Moraga. I foresee this happening more often under the current MCSP for three reasons:

(1) ***Development would increase trips on Moraga Ave by 8.3%, not 5% as has been repeatedly noted by the City and its consultants.*** I'm not sure what math maneuvers are being made, but on its face, if average daily trips on Moraga Ave are about 11,000 currently, and development would add 910 trips daily, $910 \div 11,000 = 8.3\%$.

(2) In addition to more vehicle trips, if cars are entering Moraga Ave in the uphill direction from below Maxwellton Rd, they will be filling the existing breaks in traffic flow, making fewer such breaks at Maxwellton, and increasing the wait time for cars turning out onto Moraga, and increasing the frequency of queuing on Maxwellton.

(3) If there is no traffic control where 100+ units are trying to make a left turn from the south side of Moraga down toward Highland Ave, say during busy morning hours getting kids to school, I am concerned that cars will instead be motivated to turn right uphill instead, and then make a U-turn at Maxwellton, which is highly problematic if another attempts to use that intersection from any direction at the same time.

Could Moraga Ave at Maxwellton Rd be re-marked to allow for a landing zone for cars turning uphill onto Moraga, so that only one direction of traffic would need to be navigated at a time? Ideally, that intersection could include a dedicated left turn lane from Moraga (to also help cyclists trying to turn onto Maxwellton), a landing zone for cars turning left from Maxwellton onto Moraga, and a pedestrian crosswalk. But I fear the Maxwellton intersection has not been examined at all, despite the fact that it is squarely within the MCSP area.

Thank you in advance for your attention to these concerns.

Sincerely,

Deborah Leland
51 Maxwellton Rd, Piedmont

Statement to the Piedmont City Council Re: Moraga Canyon Site Specific Plan

To: The Piedmont City Council

From: Tom O'Neil, 190 Maxwellton Road, Piedmont

Re: Concerns Regarding the Moraga Canyon Site Specific Plan

To Mayor Anderson and Councilmembers,

Thank you for the opportunity to express my concerns regarding the Moraga Canyon Specific Plan.

Point #1: Disproportionate Impact on Moraga Canyon

The Moraga Canyon area makes up only about 1–2% of Piedmont. Yet the current proposal assigns us 34% of the city's total Housing Element allocation. This is not equitable.

The plan shields central Piedmont—where home values are generally higher and residents apparently have more influence—while concentrating growth in Moraga Canyon. This creates the perception that the city is preserving the status quo for the benefit of central Piedmont at the expense of the safety of one small neighborhood.

Beyond fairness, concentrating so much new housing at the city's edge isolates future residents from the community and risks creating a segregated enclave. Many neighbors worry that this creates the perception that Piedmont is walling off growth instead of sharing it and unintentionally signals that new residents are less welcome in central Piedmont. This approach is dividing Piedmont.

Point #2: Flawed Process and Dismissed Concerns

The city's consultants appear focused on moving the current plan forward quickly rather than addressing its flaws. While their urgency is understandable, the consequences for Moraga Canyon residents are significant: permanent harm to our quality of life, safety, property values, and neighborhood character. The proposed plan would greatly increase traffic, noise, light, and sound congestion.

At the September 8 Planning Commission meeting, discussion prioritized approval rather than balanced consideration of pros and cons. For example, the argument that development reduces fire risk by reducing fuel could be applied just as easily to Piedmont Park, Dracena Park, Hampton Field, or Bear Park—yet no one suggests paving those green spaces.

The plan relies too heavily on generalized impact studies that fail to capture the realities of Moraga Canyon. Do any consultants actually live in the area? Without lived experience, it is easy to underestimate the true impacts.

Ultimately, the Planning Department and consultants are tasked with producing a plan, but it falls to you—the City Council—to ensure the interests of *all* residents are protected. Does Moraga Canyon have adequate representation on the Planning Commission and Council? I fear

my voice and those of my neighbors are being overlooked because decision-makers do not live here.

Point #3: The Flawed Proposal for Maxwellton and Abbott Way

The inclusion of two market-rate units on Maxwellton and Abbott Way is particularly troubling. At best, the idea is impractical and unsafe.

- **Unsafe site:** The parcels sit on steep, unstable slopes. Just 200 feet away, Mountain View Cemetery is trying to repair severe foundation damage to a home caused by earthmoving on a nearby slope. No site-specific EIR has confirmed these parcels are safe for development.
- **Dangerous access:** Maxwellton and Abbott Way are already narrow and congested; adding homes will make them hazardous.
- **Financial impact:** Consultants have suggested these units would nominally help offset project costs. It seems unfair to further impact the area with these units in order to generate incremental revenue.

Simply having these two units appearing in the current plan negatively impacts property values in the area. Fellow neighbors and I were told over a year ago that these parcels had been removed from the plan. Why are they still there? If additional units are truly necessary, the city has other safer locations for consideration.

Conclusion

The Moraga Canyon Site Specific Plan, as proposed, places a disproportionate cost on one small part of Piedmont, diminishes fairness across neighborhoods, and risks permanent harm to our community. I respectfully ask that the Piedmont City Council reconsider this plan and protect the interests of Moraga Canyon residents.

Thanks for your attention.

Best Regards,

Tom O'Neil

Pierce Macdonald

From: Julie Stein [REDACTED]
Sent: Thursday, October 02, 2025 6:41 PM
To: Kevin Jackson
Subject: Moraga Canyon

You don't often get email from [REDACTED] [Learn why this is important](#)

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Dear Councilmembers,

As nearby residents, we are extremely concerned about the Moraga Canyon Specific Plan (MCSP). While Piedmont must meet state housing requirements, this particular plan raises serious safety, environmental, and community issues that cannot be overlooked.

Evacuation and Emergency Safety

Moraga Canyon has been identified as both a wildfire danger zone and an area less than a mile from the Hayward Fault. Moraga Avenue is the only evacuation route, yet the plan assumes people might walk or bike out of danger. That is not realistic. In a true emergency, everyone will try to drive, and Moraga will be instantly gridlocked. Emergency vehicles will not be able to get in or out. This puts lives at risk.

Traffic Pressures on Neighborhood Streets

Moraga Avenue already carries heavy traffic at high speeds. Adding more cars and new driveways will only make conditions worse. We know from daily experience that when Moraga is blocked, drivers cut through Pala Avenue and Maxwellton Road.

- Pala Avenue is extremely narrow; two cars cannot pass side by side. When a tree falls on Moraga, Pala becomes completely clogged. During the morning rush, drivers already make illegal left turns onto Pala, speeding through and creating dangerous conditions.
- Maxwellton Road is also too tight to handle redirected traffic.
- Residents on Moraga already park on Pala, leaving no space for additional cars. Overflow parking from new housing would overwhelm the neighborhood.

How does the City plan to protect surrounding residents from these impacts?

Loss of Blair Park

Blair Park is one of the few pieces of open space in Piedmont. Families bought homes here believing this park would remain protected. Replacing it with buildings and pavement permanently removes a valued

From: [Todd Kaiser](#)
To: [Kevin Jackson](#)
Subject: Re: Public Comment on Moraga Canyon Specific Plan
Date: Thursday, October 02, 2025 5:10:00 PM

[EXTERNAL] This email originated from an **external source**. Please use judgment and **caution** when opening attachments, clicking links, or responding.

Hi Kevin,

Could you please include my previous comment in the upcoming city council meeting? Or direct me on where to submit?

Thank you,
Todd Kaiser

I support the City of Piedmont's commitment to increasing housing supply and expanding opportunities for low-income and working families in our community. These values are essential to creating a more inclusive, resilient city. However, I urge the Council and Planning Commission to reconsider Blair Park as a proposed development site under the Moraga Canyon Specific Plan (MCSP). The location poses serious safety, accessibility, environmental, and equity issues that directly conflict with the intent of our General Plan and the stated goals of the MCSP itself.

—

1. Unsafe Traffic Conditions at Maxwellton Road

Every day, residents exiting Maxwellton Road onto Moraga Avenue face hazardous conditions. There is no traffic signal or proposed improvement at this intersection, despite the MCSP's promise to use a "complete streets" approach. The sharp curvature of Moraga Avenue and the speed of vehicles severely limit visibility, making turns unsafe even under current traffic volumes. The plan acknowledges widening Moraga Avenue but explicitly says it will not add lanes, meaning congestion and dangerous turning movements will remain. Adding hundreds of new housing units will drastically worsen these risks. I invite every decision-maker to attempt this turn during peak commute hours before concluding Blair Park is a viable housing site.

—

2. Lack of Safe School Access

The MCSP envisions affordable housing that will welcome families with children, a goal I fully endorse. However, Piedmont does not provide school bus service. Children living at Blair Park would be forced to walk over a mile along Moraga Avenue, a high-speed arterial road, often in rain, fog, or glaring sun.

Crossings are only proposed at Red Rock Road. People will jaywalk across Moraga Avenue seeking desired paths. Meanwhile, pedestrian and trail system improvements described in the plan, such as hillside loops around Coaches Field, are recreational amenities rather than

functional routes to schools or city services.

3. Inadequate Parking and Spillover into Neighborhoods

The plan underestimates vehicle demand. In a region with extremely high living costs, units will be occupied by more people than the design intends for, each with their own car. The MCSP allows reduced parking ratios under state density bonus law, but it provides no realistic solution for overflow. Already, the Maxwellton neighborhood struggles with illegal parking in fire lanes, restricting emergency vehicle access. Adding hundreds of units at either site without adequate parking guarantees worsening congestion, unsafe blockages, and further strain on surrounding neighborhoods. This is a serious blindspot of the MCSP. ⁽¹¹¹⁾ The plan assumes AC Transit could one day add stops along Moraga Avenue, but this is speculative and unfunded. Families may have to wait years before reliable transit serves the site and it will not lead to a meaningful reduction in the number of vehicles in the zone.

4. No Credible Wildfire Evacuation Strategy

The MCSP itself acknowledges wildfire risk with an evacuation routes diagram, but it provides no detailed traffic modeling or capacity analysis. During a wildfire, residents from the Oakland Hills and Upper Rockridge will also be funneled through Moraga Canyon. Traffic is already gridlocked during rush hour. Adding hundreds of residents at either site, with no secondary evacuation route, poses a grave risk to public safety.

5. Loss of One of Piedmont's Last Open Spaces

The General Plan emphasizes protection of environmentally sensitive open space as a defining feature of Piedmont's character. Yet the MCSP frames Blair Park as simply "developable," treating it like an interchangeable land bank.

Natural open spaces like Blair Park provide ecosystem services that buildings cannot replace: they reduce stormwater runoff, improve air quality, and cool urban heat. Once developed, those benefits are permanently lost.

This is also a public health and equity issue. Locating low-income housing on Blair Park removes residents' immediate access to the recreation and mental health benefits tied to greenery. Instead of enhancing Blair Park as an inclusive natural space for all, the plan would erase it for those who most need it.

6. A Better Path Forward

The City has set an ambitious housing target, and rightly so. But good planning means choosing sites that match the needs of future residents with the infrastructure and safety

conditions to support them. Coaches Field and other sites north of Moraga Avenue already include plans for recreation upgrades and have safer, more direct connections into the city core. If the goal is equity, we should not place low-income families in a location that isolates them, exposes them to daily traffic dangers, and undermines emergency safety.

The Moraga Canyon Specific Plan represents an important step toward a more inclusive Piedmont. But Blair Park is the wrong site. It sacrifices safety, equity, and open space values for a plan that is not realistic about traffic, parking, or evacuation. I urge the Council to remove Blair Park from the development area, and instead focus new housing on sites where residents, especially children, can live safely, access schools and services fairly, and still benefit from the open space that makes Piedmont unique.

On Thu, Sep 4, 2025 at 9:25 PM Todd Kaiser <wrote:
Hi Kevin,

Can you please include my comment in the upcoming public hearing on 9/8/25. I was not aware of this meeting or the submission deadline until about an hour ago.

Thanks!

Comment is below:

I support the City of Piedmont's commitment to increasing housing supply and expanding opportunities for low-income and working families in our community. These values are essential to creating a more inclusive, resilient city. However, I urge the Council and Planning Commission to reconsider Blair Park as a proposed development site under the Moraga Canyon Specific Plan (MCSP). The location poses serious safety, accessibility, environmental, and equity issues that directly conflict with the intent of our General Plan and the stated goals of the MCSP itself.

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The Moraga Canyon Specific Plan represents an important step toward a more inclusive Piedmont. But Blair Park is the wrong site. It sacrifices safety, equity, and open space values for a plan that is not realistic about traffic, parking, or evacuation. I urge the Council to remove Blair Park from the development area, and instead focus new housing on sites where residents, especially children, can live safely, access schools and services fairly, and still benefit from the open space that makes Piedmont unique.

To: City Council

Date: 10/5/2025

Agenda Item: Public Hearing - Consideration of a Resolution Approving an Addendum to the 2023-2031 Housing Element Implementation Environmental Impact Report and the Moraga Canyon Specific Plan; Introduction and First Reading of Ordinance 784 N.S. Amending City Code Chapter 17, Divisions 17.22 and 17.21, and Conforming Revisions

Dear Councilmembers: My prior comments have pointed out that the description of bicycle safety enhancements is misleading. (See attached comments to the Planning Commission, 9/1/2025 and 8/9/2025.)

I request that the description in the Agenda Report be corrected as follows so that decisionmakers understand that bicyclists will share busy Moraga Avenue with vehicles on a dangerous portion of the road:

Bicycle Circulation and Access, page 54 of Agenda Report (with corrections)

The MCSP proposes the following upgrades to the bicycle network through implementing the following on Moraga Avenue:

Eastbound (uphill): Moraga Avenue would provide a buffered Class II bicycle lane, with an option to upgrade to a Class IV protected bicycle lane, on the south side of the roadway along the entire a portion of the corridor in the MCSP area. Bicyclists would continue to share the roadway with vehicles on Eastbound Moraga Avenue west of Pala Avenue as this section of the MCSP area would remain a Class III bikeway (bike route lane). west of Pala Avenue, and a A Class II bike lane is east of Maxwellton Road.

Please review the findings in the proposed Resolution, page 20, bullet 3, in light of the above corrections. Thank you,

Winifred Walters, Piedmont resident

By email to: moragaCanyonNews@piedmont.ca.gov

Comment to Planning Commission for 9/8/25 meeting on Moraga Canyon Specific Plan (MCSP)

9/1/2025

Introduction: The MCSP articulates principles and objectives with respect to the “Multi-modal transportation network” in the MCSP area and vicinity. I have questions and concerns (see 8/9/25 comments on page 3) that have not yet been addressed.

2.3 VISION PRINCIPLES

The Vision articulated in the Specific Plan is aligned with the vision and guiding principles for the Plan Area set forth in the General Plan.

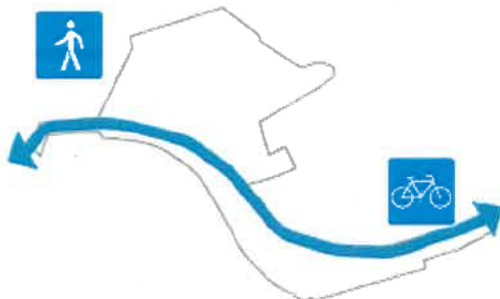


FIGURE 2.2: CIRCULATION VISION DIAGRAM

CIRCULATION

Improve vehicular, pedestrian and bicycle safety along Moraga Avenue

Improvement and expansion of the Moraga Avenue right-of-way (ROW) includes an eastbound separated bike lane and double sided sidewalk. A traffic light at Red Rock Road will slow traffic and provide a safer street crossing.

4.2 OBJECTIVES

The Specific Plan objectives related to mobility and circulation include:

- Provide multi-modal access for the development envisioned by the Specific Plan.
- Enhance the multi-modal connections within the MCSP, to the surrounding areas, and the larger community and region.
- Improve pedestrian access across Moraga Avenue.
- Enhance the safety and comfort of the pedestrian and bicycle facilities along Moraga Avenue.
- Provide adequate parking supply that meets the expected parking demand but does not encourage excessive reliability on motor vehicles and driving.
- Accommodate future bus transit service along Moraga Avenue.

Specifically, at the 8/11/25 meeting, at about 34 minutes on the video, the consultant states that a bike lane, which is critical for bike safety, will be created on the uphill section of Moraga Ave. The consultant was referring to Section A-A (see page 40 of the MCSP). Section A-A depicts a separate bike lane for uphill (east bound) cyclists. **However, cyclists will share the lane with vehicles (and possibly buses) on the section of Moraga Ave to the west of Section A-A.** I am attaching a copy of page 37 of the MCSP with the section of concern indicated with blue markings. Here, the plan depicts a Class III bike lane in green on the eastbound section of Moraga Ave.

After the August 11, 2025 Planning Commission meeting, I spoke with Kevin Jackson. Mr. Jackson stated that there are no improvements planned for the narrow section of Moraga Avenue west of Coaches Field near Pala Avenue.



Current conditions: Moraga Avenue, west of Pala Avenue. The eastbound (uphill) lane is to be designated as a Class III, shared, bike lane. Note limited visibility due to the curve in the road.

I respectfully request that the Planning Commission again consider the issues raised in my 8/9/25 comments. Access to the proposed new housing is NOT safe for most bicyclists. The planning document would appear to over-generalize and potentially mislead decisionmakers on this particular topic. Do other parts of this planning document gloss over or miss critical details?

The City recently took the Linda Beach Dog Park out of service. During the council meeting discussion, it was stated that the site was not suitable for use as a dog park and should never have been designated for this use because of the topography. **Now is the time to carefully consider all the issues regarding a new housing development in Moraga Canyon to avoid making choices that will be regretted in the future.**

Thank you for your consideration. Winifred Walters (Piedmont resident)

Attachments: 8/9/25 comments; excerpt from MCSP (page 37)

Prior Comment:

Sent to 'moragaCanyonNews@piedmont.ca.gov' for the Planning Commission on 8/9/25

There are problems with this plan with regard to sidewalks and bike access for new and existing Piedmont residents, specifically in the section of street and sidewalk on Moraga Avenue just west of the Moraga Canyon Specific Plan area. Moraga Avenue is the only direct route between the proposed new housing development and schools in Piedmont, City Hall, etc. The narrow, curved section from Coaches Field, going west, to below Pala Avenue creates a bottleneck for realistic multi-modal access to the MCSP area.

The video summary refers to "sidewalks on both sides" of Moraga Canyon. However, the main access from the rest of the City of Piedmont has a sidewalk on only one side, as it is today. See page 34, the section west of Coaches Field.

The plan includes a "buffered bike lane uphill." This is misleading because the buffered bike lane does not exist in the approach from the west (near Pala Ave) to the MCSP area. What is shown in the plan (page 37) is a Class III Bike Lane.

A "Class III Bikeway" simply **means that bikes and vehicles need to share the road. This particular section of road is both narrow and curved, with very limited visibility.** I can't imagine how this section, as proposed, can be safe for children and families travelling to and from Piedmont for school and recreation.

The plan does not adequately address this issue with respect to the various considerations for Class III Bikeways. See:

<https://dot.ca.gov/-/media/dot-media/programs/design/documents/chp1000-a11y.pdf>

P. 38 discusses adding bus transit along Moraga Ave. This would make bicycling along that route even more dangerous. Bikes *and* buses along the very narrow section of this route will not be safe. I don't believe the plan adequately addresses the possible combination of all of these modes of transportation.

Winifred Walters

4.11 BICYCLE NETWORK REQUIREMENTS

As shown in Figure 4-14, upgrades to the bicycle network are required on Moraga Avenue as follows:

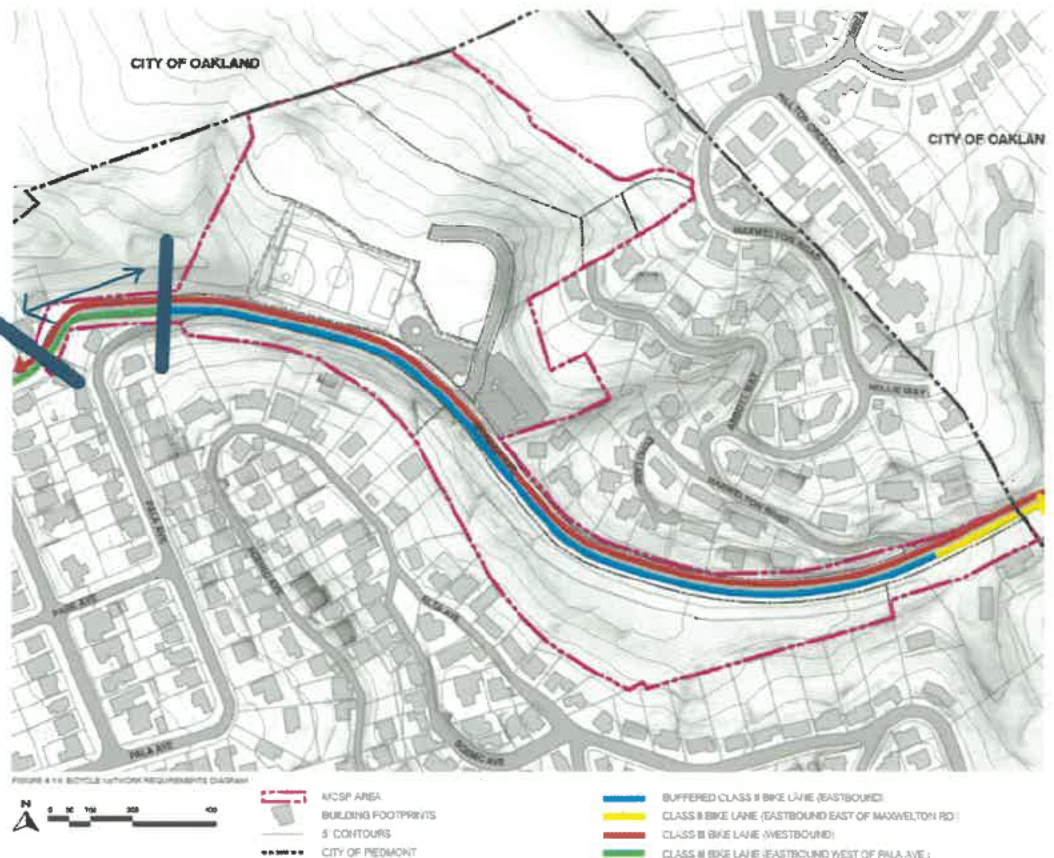
1. Eastbound (uphill): Moraga Avenue shall provide a buffered Class II bicycle lane with an option to upgrade to a Class IV protected bicycle lane, on the south side of the roadway along the entire corridor in the MCSP area. Eastbound Moraga Avenue will remain a Class III bike lane west of Pala Avenue, and a Class II bike lane east of Maxwellton Road.
2. Westbound (downhill): Moraga Avenue shall remain a Class III enhanced bicycle route on the north side of the roadway within a consistent lane width throughout the MCSP area and extending in both directions of Moraga Avenue. However, depending on the final development plan and right-of-way availability, westbound Moraga Avenue may be upgraded to a Class II bicycle lane.

4.11.1 BICYCLE PARKING

An expansion of bicycle parking at Coaches Field and other open spaces in the area will be required to further encourage bicycling. Chapter 5, Site Design provides the minimum short-term (bike racks intended for visitors) and long-term (bike rooms or lockers intended for residents) bicycle parking requirements for new developments.



FIGURE 4-10: BUFFERED CLASS II BIKE LANE EXAMPLE (SHADYBURY)



Attachment to comments submitted by Winifred Walters 9/1/25 – indicating narrow section of Moraga Ave with a shared lane for bicycles and vehicles (Class III bike lane depicted in green)

Date: October 2, 2025

To: Kevin Jackson – Piedmont Planning & Building Director

Re: Moraga Canyon Specific Plan and Amendments to Piedmont City Code

As a concerned homeowner on Maxwellton Road, I have been following the city's steps towards trying to address the housing capacity as assessed by the state's Regional Housing Needs Allocation law. I appreciate the time, money and effort that has gone into developing the Moraga Canyon Specific Plan as part of that process. That said, I wanted to voice my particular areas of concern with regards to the process and the current housing proposals.

Early on, during a City Council meeting where the consultants laid out their initial recommendations for potential housing sites, the Mayor, with a quick swipe of pen, nixed the potential of housing units in central Piedmont where the tennis courts are. It seemed far too early in the process to eliminate this possibility and gave the impression that the tennis court project was a personal one to the Mayor. I believe the tennis court area to be a viable option worth consideration.

At this same meeting, the City Code (specifically 3.9.3) that prohibits nighttime lighting at Coaches Field for any purpose other than security, was determined a non-issue by the city's attorney. I'm not sure why an ordinance would not be required for this change to the City Code to occur. Nighttime illumination was a concern when this code went into effect and it is still a concern today.

Many residents have raised concerns with regards to wildfire safety, environmental impact, and traffic. I share these concerns as many of these are the same issues that were raised when the development of soccer fields in Blair Park were being proposed in 2006. Fingers crossed that the mitigations now being considered for those concerns are enough to keep our community safe.

Specific to the residents of Maxwellton, Echo and Abott, two potential impacts that do not seem to have been addressed and hopefully will be are:

- 1) Traffic trying to exit and enter Maxwellton - Increased traffic from cars on Moraga will make it even more challenging to exit Maxwellton than it is today.
- 2) Overflow parking on Maxwellton, Echo and Abott due to inadequate parking for the proposed housing and recreational activities – These streets are narrow, winding roads that cannot accommodate additional parking by housing residents, visitors and/or spectators.

Thanks for listening and goodbye bald eagles – Diane Misaka __ Maxwellton

From: [vincent.fisher](#) [REDACTED]
To: [Kevin Jackson](#)
Subject: Issues and Objections about Moraga Canyon Specific Plan
Date: Sunday, September 07, 2025 11:08:16 PM

You don't often get email from [REDACTED] [Learn why this is important](#)

[EXTERNAL] This email originated from an **external source**. Please use judgment and **caution** when opening attachments, clicking links, or responding.

Dear Kevin, Please consider these issues raised as comments and objections and preserving my, my neighbors and other affected parties right to challenge in court.

1. I object to lights being added to Coaches Field - when Coaches Field was built the city let neighbors know that lights would never be added, which is one of the reason the field was able to be built. This promise was written into city code and passed on as homes sold through the years. Changing this would represent a taking and the city will be responsible for damages (decreased property values - as views (twilight, sunset, and night) will be negatively impacted and noise hours would greatly increase. Expect a lawsuit if you add lights to Coaches Field (expansion is fine IMO).

2. I object to the city council over-riding the recommendation of the outside consultant and adding more homes to the project. The consultant recommended 132 in MC - the CC has increased it to 197 which is ridiculous.

3. I object to the city selling city land to build a new SFH on Abbott Way and another SFH on Maxwellton.

General comment: while I recognize it's a challenge to comply with state laws - the CC overrode the recommendations of the outside experts when extremely late in a CC meeting by removing the Corey Roche tennis courts as a prospective site (which are a perfect place as people can walk to school and public transportation) under a false pretense my then Mayor Teddy King and council. The Roches don't mind and the courts could be moved to the roof of the new building as has been done in other cities. This is a more equitable solution and better for the new residents. Putting all of the low income in Moraga Canyon will create a ghetto for the low income homes instead of incorporating them into the town center. And yes, I know what ghetto means, please look the definition up before objecting to the term - it's not a racial term.

I also recommend the city fight back harder against this ridiculous number imposed on our tiny town. We need new homes and residents but this number is just silly and you should be able to win vs. the state or at least try to.

Good luck and all the best,
Vincent Fisher
Piedmont, CA

[EXTERNAL] This email originated from an **external source**. Please use judgment and caution when opening attachments, clicking links, or responding.

September 8, 2025

To Piedmont Planning Commissioners:

I strongly urge you NOT to recommend that the Piedmont City Council approve the Piedmont Specific Plan to build 197 housing units in Blair Park.

You have heard from over 70 area residents who almost universally disapprove of this proposed plan.

Surely, based on all the solid reasons which have been spelled out so meticulously, you can now clearly see how wrong the plan is for this location. Surely you cannot ignore the **liability** you take on by glossing over the risks presented by the geography of this location – the geography which absolutely no plans on paper can change.

Traffic safety was the primary reason that the Piedmont Soccer Club's planned soccer complex was never built – so, why is it that what was inappropriate in 2012 is appropriate now and for a plan which would involve many more people and many more cars.

Additionally, I would hope that now, since we have had more experience in our state with fire evacuations, and seen humans die because of their inability to escape, you would realize why jamming 197 housing units, plus people, plus cars, into a canyon in a high fire zone is such a terrible idea. There are fire-zone maps which clearly show that Moraga Canyon is a HIGH-RISK fire zone. And lastly, we all know that the Homeowners Insurance market is in freefall and many area residents have already had their notice of *non-renewal* from their insurance companies. Again, there is real **liability** for the city of Piedmont if existing homeowners and new homeowners in this newly-developed affordable housing community are unable to secure Homeowners Insurance.

Please vote NO.

Peggy Esposito

Moraga Avenue/Harbord Drive

September 2, 2025

Dear Piedmont Moraga Canyon Specific Plan Leaders,

Almost all the people who live in the Moraga Canyon area who would be impacted by the addition of density in the canyon are opposed to this plan. The roads are already at capacity, and the density would put our lives at risk if there were a fire or other emergency. There were many deaths in the most recent wildfire in this area caused by traffic jams.

Even on a normal day, the intersection at Maxwellton and Moraga is already very dangerous and difficult to navigate, as is our alternative intersection at Harbord and Moraga. Any additional traffic will cause more accidents and deaths. We've seen the bottlenecks caused by closures on Moraga which caused all the roads in the area to be at a standstill. There is no way around this. Your plans to mitigate this risk are insufficient. Plus, there is no public transportation in this neighborhood to mitigate any of the added traffic. This plan would directly put the lives of the residents in this area at risk.

In addition, this plan would destroy beautiful open space and parks that house wildlife and make Piedmont the wonderful home that is it. Our family uses Blair Park and the open spaces in Moraga Canyon regularly. We observe numerous species of wildlife such as the bald eagles, coyotes, red tail hawks, mule deer, red foxes, and many species of smaller birds and rodents, turkeys, turkey vultures, opossums, and more. Their habitat would be destroyed as well as our ability to appreciate the beautiful natural setting of this public open space.

The legal issues of developing housing in the city's designated parks and open spaces seem to have been glossed over with this plan. Our understanding is that these open spaces and parks were designated as parkland for the people of the area in the Piedmont city charter and should be respected and not ignored. Destroying public open space is absolutely going in the wrong direction.

Thank you,

 + 
Ilene Sandler and Eric Loucks

RECEIVED

SEP 05 2025

**PLANNING & BUILDING DEPT.
CITY OF PIEDMONT**

City Council
City of Piedmont
120 Vista Avenue
Piedmont, CA 94611

September 8, 2025

Opposing the Proposed Objective Design Standards in Moraga Canyon

By adopting these objective design standards, the City is ignoring the very real risks of wildfire mitigation and evacuation that are unique to the Moraga Canyon landscape. I urge you to reject these standards.

Fire Mitigation Requires Location-Specific Standards

State approval of housing projects does not eliminate the need to account for local conditions. Yet the proposed standards make **no mention of wildfire risk or mitigation**. In a high-risk fire zone like Moraga Canyon, that omission is unacceptable.

Residents reasonably expect that new development will include **deliberate risk-reduction measures**, not simply cosmetic standards such as fence height or façade style. Without these, new construction will **contribute to the fire hazard rather than mitigate it**.

Examples of necessary measures include:

- Greywater and rainwater harvesting to provide water for vegetation and firefighting.
- Hydrated buffer strips and irrigation zones to slow fire spread, even in drought years.
- Expanded hardscaping and fire-adapted construction practices proven to reduce risk.

Wildfire safety demands a **strategic, site-specific approach**—not a one-size-fits-all checklist.

Evacuation Capacity Is Already Inadequate

The single evacuation route through Moraga Avenue is already insufficient. Adding hundreds of new units will make escape in a fire virtually impossible.

- Fire trucks cannot navigate narrow streets like Abbott Way, Echo, or Scenic.
- Residents—including children, elderly, and those with limited mobility—are told to evacuate by foot, which is unrealistic and unsafe.

- Alternative routes only feed back into Moraga or lead directly into fire-prone vegetation.

Insurance companies already recognize the severity of this risk by restricting or denying coverage. Ignoring it here places lives in danger.

This Is About Safety, Not Housing Opposition

Residents are not opposing affordable housing. We recognize the need for it. The issue is **location and safety**. Concentrating dense housing in a high-fire-risk canyon, while adopting standards that prioritize developer convenience and “processing speed” over safety, is negligence.

Conclusion

This is the right project, but the wrong place—and the wrong approach. Standardized objective design standards ignore the realities of wildfire risk and evacuation in Moraga Canyon. The City must instead adopt **site-specific, enforceable standards** that protect lives, homes, and public safety.

To do otherwise is to knowingly create a dangerous condition of public property.

Sincerely,

Deepti Sethi

A large black rectangular redaction box covering the signature of Deepti Sethi.A small black rectangular redaction box covering a line of the address.

Piedmont, CA 94618

From: Rob Schenk

Sent: Monday, September 8, 2025 1:10 PM

To: on duty planner <ondutyplanner@Piedmont.ca.gov>

Subject: Please Vote NO on the Piedmont Specific Plan for Blair Park

[EXTERNAL] This email originated from an **external source**. Please use judgment and caution when opening attachments, clicking links, or responding.

To the Piedmont Planning Commissioners,

I urge you not to recommend approval of the Piedmont Specific Plan that would allow 197 housing units to be built in Blair Park.

More than 70 area residents have voiced their strong opposition to this proposal. Their concerns are well-founded and deserve your full consideration.

The risks tied to this site cannot be overlooked. The geography of Blair Park poses inherent dangers that no paper plan can eliminate. Traffic safety was the primary reason the Piedmont Soccer Club's complex was rejected in 2012. If it was inappropriate then, how can a larger, more impactful project be considered appropriate now?

We must also acknowledge the lessons of recent years. California's tragic fire evacuations have shown how quickly lives are lost when escape routes are inadequate. Placing 197 units—and the accompanying residents and vehicles—into a narrow canyon within a designated high fire-risk zone is not just unwise, it is dangerous. Official fire maps confirm that Moraga Canyon is a high-risk area.

Finally, the instability of the homeowners insurance market compounds the problem. Many local residents have already received non-renewal notices. Adding a dense housing development in a high-risk fire zone will only worsen the issue and exposes the City of Piedmont to serious liability if homeowners—current or future—are unable to secure coverage.

For these reasons, I respectfully but firmly ask that you vote **NO** on this plan.

Sincerely,

Rob Schenk
Harbord Drive