



Office of the City Manager

CONSENT CALENDAR
October 9, 2007

To: Honorable Mayor and
Members of the City Council

From: *PK* Phil Kamlarz, City Manager

Submitted by: Phil Kamlarz, City Manager

Subject: Sale of Center Street Garage Setback Easement to SNK Captec Arpeggio

RECOMMENDATION

Adopt first reading of an Ordinance authorizing the City Manager to execute all necessary documents to convey a fire separation easement above the Center Street Garage at 2025 Center Street to SNK Captec Arpeggio, LLC for an amount not to exceed \$200,000.

FISCAL IMPACTS OF RECOMMENDATION

In order to establish the value of the proposed setback easement, two appraisals were performed. Through the City's contract with International Parking Design, Michael Yovino-Young, MAI, conducted an appraisal on behalf of the City. The Developer subsequently conducted another appraisal by David P. Rhoades, MAI, which they provided to the City.

The value set forth by the City's appraisal is \$850,000, while the value in SNK's appraisal is \$22,250. The key areas where the appraisals differ are: (a) usability of air rights, above the proposed new garage which are not encumbered by the proposed setback easement; (b) the highest and best use of the air rights above the garage; (c) overall feasibility of any development in the air rights above the garage; and (d) added structural costs necessary to develop the air rights (the area above 67 feet) due to the proposed setback easement.

The Developer has offered to pay the City a one-time payment of \$200,000, (or \$35,000 per year for 10 years beginning after certificate of occupancy is issued) for the setback easement upon issuance of a foundation permit the Arpeggio at Berkeley.

CURRENT SITUATION AND ITS EFFECTS

The City Council approved the Arpeggio of Berkeley, at 2055 Center Street, on January 18, 2005. Because the Arpeggio Building will be at the common property line with the Civic Center Garage, fire separation requirements of the Building Code would prohibit windows where the buildings are adjacent to each other, even at elevations above the likely or planned height of the future Civic Center Garage. The only way to construct windows in the part of the Arpeggio Building adjacent to the Civic Center Garage is to

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obtain a "Fire Separation Easement" from the City, which is essentially an agreement by the City not to build within 20 feet of the Arpeggio Building.

The Developer is in the final stages of plan check for the foundation and podium portion of its project and has a construction loan already recorded against the project so that when permits are issued construction can begin.

BACKGROUND

The Arpeggio of Berkeley, 2055 Center Street, was originally entitled on January 18, 2005 pursuant to the unanimous City Council approval of Resolution No. 62,785-N.S. This entitlement allowed for a nine-story building with property line windows on the west elevation, above the height of the existing City Garage structure at 2025 Center Street, approximately 50 feet above grade.

As approved in the use Permit, the Arpeggio Building included property line windows adjacent to the Civic Center Garage. These cannot be approved without a Fire Separation Easement from the City. Discussions of such an easement began in mid-2005.

The proposed easement encompasses an area measuring approximately 20 feet by 89 feet (1,780 square feet) situated on a plane, 67 feet above street level at the southeast corner of the City's Center Street Garage site at 2025 Center Street. The easement area extends indefinitely upwards from 67 feet. A diagram showing the area in question is attached as Exhibit A. The area encompasses approximately 5% of the overall area of 35,121 square foot plane above the City Garage.

The proposed setback easement was initially situated on a plane approximately 50 feet above grade (the height of the existing City Garage). However, in December 2006, the City informed the Developer that the future City Garage might instead extend to as high as 67 feet above grade. Based on this information, the Developer modified the design of the west elevation of the building and was required to process the new design through the Design Review Committee and Zoning Adjustment Board.

The Developer is in the final stages of plan check for the foundation and podium portion of its project and has a construction loan already recorded against the project so that when permits are issued construction can begin. Obtaining the proposed setback easement is required before the permits can be issued. The developer has offered to pay the City a one-time payment of \$200,000 for the setback easement when permits for the vertical portion of the Arpeggio at Berkeley are issued.

The Yovino-Young appraisal's valuation of the proposed setback easement assumes that the 1,780 square foot setback easement would preclude or reduce the development potential over the remainder of the 35,121 square foot area above the proposed new City parking garage. It also takes into consideration the additional construction costs related to potential structural modifications to the proposed garage in order to bear the load of any additional development above 67 feet, which would need to be set back 20 feet.

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The Rhoades appraisal, which indicated a value of \$22,250, instead considers only the value of the 1,780 square foot setback easement, which is just five percent (5%) of the 35,121 square foot parking garage roof area.

After negotiations, SNK offered \$200,000 upon issuance of a foundation permit. These offers represent a compromise between SNK's appraisal and Yovino-Young's appraisal.

In order to determine whether this offer represents is an appropriate value, the City Council must consider the likelihood of developing a project at the Center Street Garage site that is higher than 67 feet. The 67-foot height is sufficient for a seven-story above-grade parking garage with approximately 677 parking spaces. If the City has provided the setback easement, development above 67 feet would have to be set back 20 feet from the property line.

City staff have been working with International Parking Design on several conceptual designs, with the 67 foot design being the tallest. Development above 67 feet for additional parking or other uses has not been seriously considered to date. Development above 67 feet is certainly feasible, but would introduce significant new considerations, such as height restrictions, open space requirements, additional lobby and elevator requirements, and structural design.

For these reasons, staff recommends approval of the proposed setback and believes that the proposed one-time payment of \$200,000 is reasonable. Staff recommend accepting the one-time payment, rather than the multi-year payment offer, in order to avoid the administrative burden and uncertainly multi-year payment collection.

RATIONALE FOR RECOMMENDATION

Usability of the air rights: The Yovino-Young appraisal assumed that, despite the fact that the proposed setback easement covers only 5% of the air rights above the garage, "regardless of the size... the actual effect of the easement is clearly equivalent to a limitation on any practical use of the air space over the 57 foot [sic. s/b 67] elevation for the entire garage structure". The Developer's appraisal disagrees, and states that, "the City retains the rights to develop the Garage site to its highest and best use, including the right to develop 95% of the airspace above the existing and proposed Garage which is outside of the setback area". Additionally, the Developer's appraisal notes that the area to be encumbered by the setback easement could be used for "amenities, such as open space, that could benefit" any future development.

Highest and Best Use: The Yovino-Young appraisal based its valuation largely on the value of additional floors of parking and the loss of parking that could theoretically be built in the area above 67 feet which would be subject to the setback easement, "7 spaces x 6 (additional) floors (of parking), for a total of 42 spaces". SNK's appraisal argued against the feasibility of a new *twelve story* garage, and they retained Walker Parking Consultants to consider the potential to construct additional floors of parking above 67 feet. Walker "concluded that adding additional floors to the proposed replacement Garage would not be functionally feasible... due to increased circulation demands, increased elevator usage, ramp congestion, and difficulty getting parkers to drive up to the added floors".

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Overall Feasibility of Development in the Air Rights: The Yovino-Young appraisal focused primarily on the concept of adding six additional floors of parking above 67 feet to establish value and, while it addressed the possibility of other uses, did not provide a detailed analysis of them. SNK's appraisal also considered the feasibility of "adding floors for any alternative use (residential, office, retail/restaurant, etc.)", and called into question the feasibility or cost effectiveness of such uses because they would "result in substantially greater development costs and exactions... which would diminish the functional utility of the Garage and increase costs to an uneconomic level". SNK's appraisal notes that while additional floors of parking would not trigger high-rise code requirements for the entire garage (due to the open garage exception), the addition of any other use ("residential, office, retail/restaurant") above 75 feet, would require "the entire structure ... to comply with high-rise building codes, including pressurized stairwells, vestibules at stairs and elevators, a fire control room, a generator room and emergency generator, secondary water storage, etc. Also, numerous parking spaces would be lost to accommodate the generator room, secondary water storage, fire control room, required exiting and related circulation, etc."

Added Structural Costs due to Setback Easement: The Yovino-Young appraisal considered the potential added structural costs to accommodate development above 67 feet if that development had to be set back 20 feet, and concluded that additional support columns all the way to the foundation would be required in the new garage to permit development of the airspace above the new garage. International Parking Design, the City's parking design consultants estimated that this would require adding seven support columns all the way to new foundation at an added cost of \$300,000 and would require that approximately 42 stalls in the lower levels be reduced from Standard size to Compact to accommodate the additional columns.

The Developer's appraisal retained KPFF Consulting Engineers to analyze this cost. According to KPFF Consulting Engineers, adding any "floors would increase the loads disproportionately, in the range of 30% to 40%. KPFF added that the subject is very close to the Hayward Fault and is subject to near source effects which would further impact structural design". The Developer's appraisal concludes that such "hypothetical cost would never be incurred because adding floors to the Garage above 67 feet... is not functional or economically feasible and is not the highest and best use".

ALTERNATIVE ACTIONS CONSIDERED

The City could continue to negotiate the price of the setback easement with the Developers or could refuse to provide a setback easement.

CONTACT PERSON

Phil Kamlarz, City Manager, 981-7000

Attachments:

1: Ordinance

Exhibit A : Easement

ORDINANCE NO. - N.S.

AUTHORIZING AND DIRECTING CITY MANAGER TO CONVEY EASEMENT (FIRE SEPARATION EASEMENT) ABOVE THE CENTER STREET GARAGE AT 2025 CENTER STREET TO SNK CAPTEC, ARPEGGIO, LLC FOR

BE IT ORDAINED by the Council of the City of Berkeley as follows:

Section 1. Conveyance of property authorized.

The City Manager is hereby authorized to take all actions necessary to convey the Fire Separation Easement described in Exhibit A, to SNK Captec Arpeggio, LLC, a Delaware limited liability company, pursuant to the terms of said Fire Separation Easement.

Section 2. Posting.

Copies of this Bill shall be posted for two days prior to adoption in the glass case located near the walkway in front of Old City Hall, 2134 Martin Luther King Jr. Way. Within fifteen days of adoption, copies of this Ordinance shall be filed at each branch of the Berkeley Public Library and the title shall be published in a newspaper of general circulation.

Approved as to form:

City Attorney

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

THIS SPACE FOR RECORDER'S USE ONLY

FIRE SEPARATION EASEMENT
(City of Berkeley / SNK Captec Arpeggio LLC)

This Agreement is entered into as of September ____, 2007 between the City of Berkeley (“Grantor”) and SNK Captec Arpeggio, LLC, a Delaware limited liability company (“Grantee”), with reference to the following facts:

A. Grantor is the owner of the property (the “Servient Tenement”) located in the City of Berkeley, State of California, commonly known as 2025 Center Street, the legal description of which is attached hereto as Exhibit A.

B. Grantee is the owner of the property (the “Dominant Tenement”) located in the City of Berkeley, State of California, commonly known as 2055 Center Street, the legal description of which is attached hereto as Exhibit B.

C. The Servient Tenement is immediately adjacent to the Dominant Tenement. Grantor desires to grant to Grantee, and Grantee desires to acquire from Grantor, an easement over the Servient Tenement for the benefit of the Dominant Tenement, all as provided in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. Grant of Fire Separation Easement. Grantor grants to Grantee an easement (the "Fire Separation Easement") for fire separation purposes over the portions of the Servient Tenement described in Exhibit C attached hereto (the "Fire Separation Easement Area"). The purpose of the Fire Separation Easement is to allow Grantee to construct improvements on the Dominant Tenement up to the property boundary and still comply with governmental regulations which require a means of access for fire safety and other public safety entry. Grantor agrees that it shall not construct or allow to be constructed any buildings, structures or similar improvements in the Fire Separation Easement Area.

2. Non-Exclusive Easement. The Fire Separation Easement is non-exclusive, and Grantor retains the right to make any use of the Servient Tenement not inconsistent with the easement granted to Grantee under this Agreement.

3. Easement Appurtenant. The Fire Separation Easement is appurtenant to the Dominant Tenement.

4. Easement Perpetual. The Fire Separation Easement is perpetual, shall run with the land and be binding upon and inure to the benefit of Grantor's and Grantee's respective heirs, executors, successors and assigns, and all parties having or acquiring any right, title or interest in either the Servient Tenement or the Dominant Tenement or any portion thereof.

5. Recording Costs and Transfer Tax. The costs of preparing and recording this Agreement, including recording fees and any documentary transfer tax, shall be paid by Grantee.

6. Payment for Easement. In consideration for the grant of the Fire Separation Easement, Grantee shall pay to the Grantor the sum of Two Hundred Thousand Dollars (\$200,000) concurrently with the issuance of a building permit for the foundation and parking garage which Grantee intends to construct on the Dominant Tenement.

7. Condition Subsequent. The Fire Separation Easement granted herein shall terminate if the City records a Notice of Termination of Easement, which City shall have the right to record, if construction of improvements on the Dominant Tenement is not commenced within sixty (60) days after issuance of the permit described in the preceding paragraph, as such sixty (60) day period may be extended due to events of force majeure. As used herein, "events of force majeure" means acts of God, inclement weather, strikes, war, or other causes, similar or dissimilar, which are not within the reasonable control of the Grantee.

8. Attorneys' Fees. If any legal action or proceeding arising out of relating to this Agreement is initiated by any party to this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs incurred by the prevailing party in connection with such legal action or proceeding.

9. Entire Agreement. This Agreement constitutes the entire agreement between Grantor and Grantee relating to its subject matter. All prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

10. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected.

11. Amendment. This Agreement may be amended only by a writing signed by Grantor and Grantee.

12. California Law. This Agreement shall be construed under and governed by the laws of the State of California.

13. Additional Documents. Each party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to carry out and perform all the terms and provisions of this Agreement.

14. Exhibits. The exhibits attached to this Agreement are incorporated and shall be treated as set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written in above.

“Grantor”

City of Berkeley

By _____

Its: _____

“Grantee”

SNK Captec Arpeggio, LLC, a Delaware limited liability company

By _____
Donald C. Peterson

Its: Vice President

EXHIBIT A

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

Legal Descriptions (to follow)

EXHIBIT A

Licensors Parcel

DESCRIPTION

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

PARCEL ONE

Lot 16 in Block 1, as said lot and block are shown on the map of "Subdivision Map of Block 1, Shattuck Tract, etc.", filed June 21, 1886, in Book 11 of Maps, page 27, in the office of the County Recorder of Alameda County.

EXCEPTING THEREFROM: All that portion conveyed to Thomas A. Berry, et ux. by deed recorded March 13, 1958 in Book 8619 page 489 of Official Records.

PARCEL TWO

LOTS 17, 18 and portions of lot 36 and lot 37 in block 1, as said lots and blocks are shown on the map of "Subdivision Map of Block 1, Shattuck Tract, northerly portion of Plot 68, of Kellersbergers Survey, Berkeley, Alameda Co., Cal.", filed June 21, 1886 in book 11 of Maps, at page 27, in the office of the County Recorder of Alameda County, described as follows:

COMMENCING at a point on the northern line of Center Street, distant thereon westerly 403 feet from the western line of Shattuck Avenue, as said street and avenue are shown on said map; run thence at right angles northerly 9.98 feet to the northern line of Center Street, as said street now exists, and the actual point of beginning of the parcel of land to be described; and running thence along said last named line of Center Street westerly 85 feet, more or less; to the eastern line of a parcel of land described in the deed by A. D. Porter, et al., to Aurora Hume, dated October 29, 1906, recorded November 9, 1906, in book 1265 of Deeds, at page 42, in the office of the County Recorder of Alameda County; thence at right angles northerly along the last named line 124.64 feet; thence at right angles easterly 35 feet, more or less, to the western line of said lot 17; thence along the last named line northerly 134.62 feet to the southern line of Addison Street, as said street is shown on said map; thence along the last named line easterly 100 feet to the eastern line of said lot 18; thence along the last named line southerly 134.62 feet to the southern line of said lot 18; thence along the last named line westerly 50 feet to the southwestern corner of said lot 18; and thence at right angles to said last named line of Center Street southerly 124.64 feet to the actual point of beginning.

PARCEL THREE

BEGINNING at a point on the northern line of Center Street, distant thereon westerly 353 feet from the intersection thereof with the western line of Shattuck Avenue, as said street and avenue are shown on the Map herein referred to; running thence westerly along said line of Center Street

50 feet; thence at right angles northerly 134.62 feet; thence at right angles easterly 50 feet; thence at right angles southerly 134.62 feet to the point of beginning.

BEING Lot 35 in Block No. 1, according to Map entitled "Subdivision Map of Block 1, Shattuck Tract," etc., filed June 21, 1886 in Book 11 of Maps, at page 27, in the office of the County Recorder of Alameda County.

EXCEPTING therefrom the southern 9.98 feet thereof conveyed by H. C. Maculay and John Lauffer to City of Berkeley, a municipal corporation, by deed dated May 4, 1922 and recorded in Book 332 of Official Records at page 103, in the office of the County Recorder of Alameda County.

EXHIBIT B

Legal Descriptions (To Follow)

EXHIBIT B

Licensee's Parcel

DESCRIPTION

PARCEL 1:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERN LINE OF CENTER STREET, AS SAID STREET NOW EXISTS SINCE THE WIDENING THEREOF, AS SHOWN ON THE MAP OF "PLAT OF CENTER STREET OPENING AND WIDENING, BERKELEY, CALIFORNIA", FILED APRIL 4, 1922, IN BOOK 7 OF MAPS, PAGE 15, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, WITH THE WESTERN BOUNDARY LINE OF LOT 31, AS SAID LOT IS SHOWN ON THE MAP HEREIN REFERRED TO; AND RUNNING THENCE EASTERLY ALONG SAID LINE OF CENTER STREET, 38 FEET; THENCE NORTHERLY PARALLEL WITH SAID WESTERN BOUNDARY LINE OF LOT 31, 124.64 FEET TO THE NORTHERN BOUNDARY LINE OF SAID LOT 31; THENCE WESTERLY ALONG SAID LAST NAMED LINE, 38 FEET TO SAID WESTERN BOUNDARY LINE OF SAID LOT 31; AND THENCE SOUTHERLY ALONG SAID LAST NAMED LINE, 124.64 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF LOT 31, AS SAID LOT IS SHOWN ON THE "SUB MAP OF BLOCK 1, SHATTUCK TRACT, NORTHERLY PORTION OF PLOT 68 OF KELLERBERGER'S SURVEY BERKELEY ALAMEDA CO., CAL.", FILED JUNE 21, 1886, IN BOOK 11 OF MAPS, PAGE 27, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

PARCEL 2:

LOT 32, SUBDIVISION MAP OF BLOCK 1, SHATTUCK TRACT, FILED JUNE 21, 1886, MAP BOOK 11, PAGE 27, ALAMEDA COUNTY RECORDS.

EXCEPTING THEREFROM, THAT PORTION TAKEN FOR THE WIDENING OF CENTER STREET, AS MORE FULLY DESCRIBED IN THE DEED FROM N.E. PRESTON AND L. LUELLA PRESTON, HIS WIFE TO CITY OF BERKELEY, A MUNICIPAL CORPORATION, DATED OCTOBER 2, 1922 AND RECORDED DECEMBER 5, 1922, IN BOOK 306 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 402.

PARCEL 3:

LOT 33, BLOCK 1, SUBDIVISION MAP OF BLOCK 1, SHATTUCK TRACT, FILED JUNE 21, 1886, MAP BOOK 11, PAGE 27, ALAMEDA COUNTY RECORDS.

EXCEPTING THEREFROM, THAT PORTION THEREOF TAKEN FOR THE WIDENING OF CENTER STREET.

PARCEL 4:

THAT PORTION OF LAND DESCRIBED AS FOLLOWS:

LOT 34, BLOCK 1, "SUBDIVISION MAP OF BLOCK 2, SHATTUCK TRACT. NORTHERLY PORTION OF PLOT NO. 68 OF KELLERSBERGER'S SURVEY," FILED JUNE 21, 1886 IN MAP BOOK 11, PAGE 27; LESS THAT PORTION THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERN LINE OF CENTER STREET. DISTANT THEREON WESTERLY 303 FEET FROM THE INTERSECTION THEREOF, WITH THE WESTERN LINE OF SHATTUCK AVENUE, AS SAID STREET AND AVENUE ARE SHOWN ON THE MAP HEREINABOVE REFERRED TO; RUNNING THENCE WESTERLY ALONG SAID LINE OF CENTER STREET, 50 FEET; THENCE AT RIGHT ANGLES NORTHERLY 9.98 FEET; THENCE AT RIGHT ANGLES EASTERLY, 50 FEET; THENCE AT RIGHT ANGLES SOUTHERLY, 9.98 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NOS. 057-2023-005
057-2023-006-01
057-2023-006-03
057-2023-007

EXHIBIT C

Fire Separation Easement Area

**2041-2069 CENTER STREET
FIRE SEPARATION
AREA "A"
LEGAL DESCRIPTION**

THE LAND DESCRIBED HEREIN IS A PORTION OF LOT 35 OF "SUBDIVISION MAP OF BLOCK 1, SHATTUCK TRACT, NORTHERN PORTION OF PLOT NO. 68 OF KELLERBERGER'S SURVEY", FILED JUNE 21, 1886 IN MAP BOOK 11, PAGE 27, ALAMEDA COUNTY RECORDS, SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ALAMEDA, CITY OF BERKELEY, AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERN LINE OF CENTER STREET AS SAID STREET NOW EXISTS WITH THE WESTERN LINE OF SHATTUCK AVENUE, AS SAID LINE OF SHATTUCK AVENUE WAS ESTABLISHED BY ORDINANCE NO. 387, ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF BERKELEY, JANUARY 18, 1892, RUNNING THENCE ALONG SAID NORTHERLY LINE OF CENTER STREET SOUTH 80°23'30" WEST 355.71 FEET TO THE EASTERLY LINE OF SAID LOT 35 OF SAID MAP, SAID POINT BEING THE SOUTHWEST CORNER OF PARCEL FOUR OF THAT CERTAIN GRANT DEED TO SNK CAPTEC ARPEGGIO, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED MAY 18, 2005 IN DOCUMENT NO. 2005204985, ALAMEDA COUNTY RECORDS;

THENCE, LEAVING SAID NORTHERLY LINE, ALONG THE SAID EASTERLY LINE OF LOT 35 OF SAID MAP, AND THE WESTERLY LINE OF PARCEL FOUR OF SAID GRANT DEED, NORTH 09°36'30" WEST 19.88 FEET, TO THE TRUE POINT OF BEGINNING OF HEREIN DESCRIBED FIRE SEPARATION AREA "A";

THENCE LEAVING SAID EASTERLY LINE OF LOT 35, SOUTH 80°23'30" WEST 20.00 FEET;

THENCE ALONG A LINE PARALLEL WITH AND LYING 20.00 FEET WESTERLY OF SAID EASTERLY LINE OF LOT 35 OF SAID MAP, AND THE WESTERLY LINE OF SAID GRANT DEED, NORTH 09°36'30" WEST 89.00 FEET;

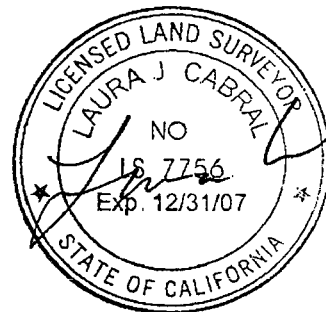
THENCE NORTH 80°23'30" EAST 20.00 FEET TO THE SAID EASTERLY LINE OF LOT 35 OF SAID MAP AND THE WESTERLY LINE OF PARCEL FOUR OF SAID GRANT DEED;

THENCE ALONG SAID LINE SOUTH 09°36'30" EAST 89.00 FEET TO THE TRUE POINT OF BEGINNING;

DESCRIBED LANDS CONTAINING 1,780 SQUARE FEET, MORE OR LESS;

DESCRIBED AREA "A" IS SUBJECT TO A LIMITATION OF ELEVATION 236.80' FEET; THIS ELEVATION IS TO BE REFERENCED TO THE CITY OF BERKELEY BENCHMARK, DESIGNATION BC107NE633, UNSTAMPED BRASS CAP AT THE NORTHEAST CORNER OF THE INTERSECTION OF SHATTUCK AVENUE AND ADDISON STREET (ELEVATION = 183.71 FEET).

THE BEARING NORTH 80°28'20" EAST ALONG THE MONUMENTATION LINE OF ADDISON STREET AS PER PARCEL MAP NO. 6210 IN THE CITY OF BERKELEY, COUNTY OF ALAMEDA, STATE OF CALIFORNIA PER BOOK 208 OF PARCEL MAPS AT PAGES 41 AND 42, ALAMEDA COUNTY RECORDS, WAS TAKEN AT THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION.



BASIS OF BEARINGS: THE BEARING N80°28'20"E
OF MON LINE OF ADDISON ST PER P.M. #6210
BK 208 P.M. PG 41-42

(PER BK 208 P.M. 41-42)
S05°30'50"E 360.07'
289.91'

SHATTUCK AVENUE (RW VARIES)
PTN OF SHATTUCK AVE VACATED PER ORD #1124-N.S. PER BK 1102 O.R. PG. 24

P.O.B., PROPERTY 2
AND AREA A & B

BRASS PIN
INTERSECTION
OF SHATTUCK AVE.
AND ADDISON ST.

0.7' PER 208 M. 42
174.80'±
173.00'
29.30'
29.30'

LOT 24

LOT 25

LOT 26
E'LY LINE, BOOK
438, O.R. PG. 192

LOT 27

LOT 28

LOT 29

APN 057-
2023-04

DOC #96313891 O.R.

LOT 23

E'LY LINE, BOOK 826,
DEEDS, PG. 126

N09°31'40"W 134.73'

DOC #98338179 O.R.
LOT 30

S09°36'30"E 124.74'

AREA B

S09°36'30"E 124.74'

69.98

N09°36'30"W 69.98'

LOT 22
APN 057-
2023-024

PROPERTY 1

PCL 5 #2005204985 O.R.

20' FIRE
SEPARATION

58.6' R/W PER BK. 216 P.M. PG. 40-41

ADDISON STREET (58.60' RW)
MONUMENTATION LINE N80°28'20"E 670.72'
CENTERLINE (BASIS OF BEARINGS 208 P.M. 41-42)

MAPS PG. 27

N80°28'20"E 337.20'

102.20' (PER DEED)
(104.51' PER
ASSESSOR MAP) 8'-WIDE NON-EXCLUSIVE
ACCESS EASEMENT

50.00'
273.00'

DOC #2001185052 O.R.
PCL 1

LOT 21
APN 057-
2023-023

N09°31'40"W 134.80'

LOT 20
APN 057-
2023-021-02

102.20'

N80°25'55"E 188.00'

102.20'

188.00'

PROPERTY 2

PTN, LOTS 31-34

DOC #2005204985 O.R.

EXIST. R/W PER PLAT OF CENTER STREET
OPENING AND WIDENING (BK 7 MAPS PG. 15)

S80°23'30"W 188.00'

ORIGINAL R/W PER 11 M 27
9.98' R/W ADDITION
PER BK 7 MAPS PG 15

CENTER STREET (69.98' RW)

188.00'

S80°23'30"W 645.78'

(PER BK 208 P.M. 41-42)

LOT 19
APN 057-
2023-021-03

20' FIRE
SEPARATION

PTN, LOTS 31-34

DOC #2005204985 O.R.

EXIST. R/W PER PLAT OF CENTER STREET
OPENING AND WIDENING (BK 7 MAPS PG. 15)

S80°23'30"W 188.00'

ORIGINAL R/W PER 11 M 27
9.98' R/W ADDITION
PER BK 7 MAPS PG 15

CENTER STREET (69.98' RW)

188.00'

S80°23'30"W 645.78'

(PER BK 208 P.M. 41-42)

N09°31'40"W 134.87'

16.00'

N09°36'30"W 124.88'

AREA A

N09°36'30"W 89.00'

N09°36'30"W 89.00'

19.88'

60.00

N09°36'30"W 69.98'

MAPS PG. 27

LOT 18

PROPERTY 1

PTN, LOTS 31-34

DOC #2005204985 O.R.

EXIST. R/W PER PLAT OF CENTER STREET
OPENING AND WIDENING (BK 7 MAPS PG. 15)

S80°23'30"W 188.00'

ORIGINAL R/W PER 11 M 27
9.98' R/W ADDITION
PER BK 7 MAPS PG 15

CENTER STREET (69.98' RW)

188.00'

S80°23'30"W 645.78'

(PER BK 208 P.M. 41-42)

LOT 17

APN 057-2023-020-03 LOT 36
LANDS OF THE CITY OF BERKELEY

LOT 35

MAPS PG. 27

LOT 16

APN 057-2023-020-03 LOT 36
LANDS OF THE CITY OF BERKELEY

LOT 37

MAPS PG. 27

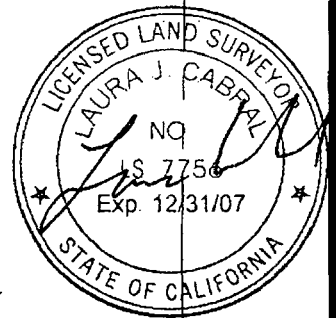
LOT 16

APN 057-2023-020-03 LOT 36
LANDS OF THE CITY OF BERKELEY

LOT 37

N05°30'50"W 360.98' (PER BK 208 P.M. 41-42)

MILVIA STREET (RW VARIES)



SCALE: 1 inch = 60 FEET

POB POINT OF BEGINNING
TPOB TRUE POINT OF BEGINNING



SANDIS

CIVIL ENGINEERS
SURVEYORS
PLANNERS

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MOUNTAIN VIEW ROSEVILLE OAKLAND

DATE: 09/05/07

SCALE: 1"=60'

DRAWN BY: MHG

APPROVED BY: LJC

DRAWING NO.: 605128

EXHIBIT MAP
'FIRE SEPARATION'
2041-2069 CENTER ST.
BERKELEY CA

SHEET

1

OF 2 SHEETS

605128

03/17/06

FIREPLAT

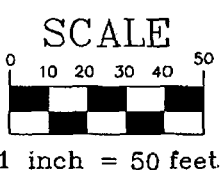
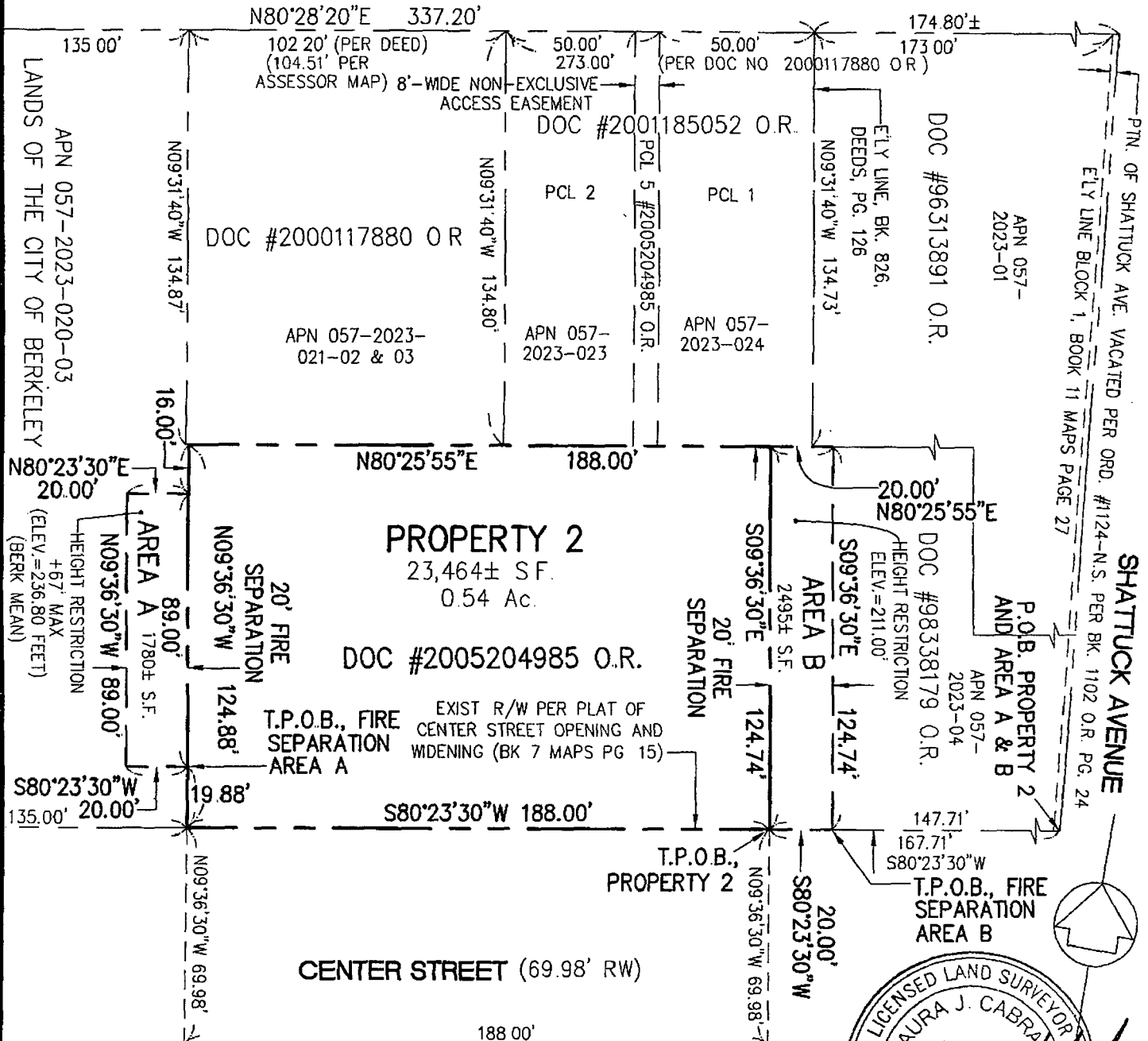
BASIS OF BEARINGS: THE BEARING N80°28'20"E OF MON LINE OF ADDISON ST PER P.M. #6210 BK. 208 P.M. PG. 41-42

P.O.B. POINT OF BEGINNING
T.P.O.B. TRUE POINT OF BEGINNING

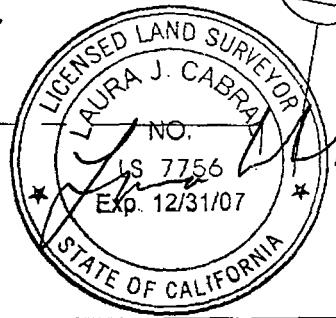
ADDISON STREET

MONUMENTATION LINE N80°28'20"E 670.72'
CENTERLINE (BASIS OF BEARINGS 208 P.M. 41-42)

0.7' PER 208 P.M. 42



BENCHMARK: CITY OF BERKELEY BENCHMARK, DESIGNATION BC107NE633, UNSTAMPED BRASS CAP AT THE NORTHEAST CORNER OF THE INTERSECTION OF SHATTUCK AVE & ADDISON ST (ELEV=183.71 FEET)



<p>SANDIS CIVIL ENGINEERS SURVEYORS PLANNERS</p> <p>605 Castro Street Mountain View, CA 94041 P. 650.969.6900 F. 650.969.6472 www.sandis.net</p> <p>MOUNTAIN VIEW ROSEVILLE OAKLAND</p>	DATE: 09/05/07 SCALE: 1"=50' DRAWN BY: MHG APPROVED BY: LJC DRAWING NO: 605128	<p>EXHIBIT MAP "FIRE SEPARATION" 2041-2069 CENTER ST. BERKELEY CA</p>	SHEET <p>2</p> OF 2 SHEETS
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