



Office of the City Manager

CONSENT CALENDAR

November 27, 2007

To: Honorable Mayor and Members of the City Council

From:  Phil Kamlarz, City Manager

Submitted by: Claudette R. Ford, Director of Public Works

Subject: Easement Agreement: 1310 University Avenue - Berkeley Montessori School Providing Public Access

RECOMMENDATION

Adopt first reading of an ordinance authorizing the City Manager to accept the Easement Agreement granting public access on a 10-foot wide path through the property at 1310 University Avenue between the owner of the property, Berkeley Montessori School, and the City of Berkeley for a continuation of a pedestrian and bicycle path along West Street and south of University Avenue to Strawberry Park at Addison Street.

FISCAL IMPACTS OF RECOMMENDATION

There is no fiscal impact as the Easement Agreement does not require any exchange of funds.

CURRENT SITUATION AND ITS EFFECTS

The West Street Improvements Project which provides a pedestrian and bicycle path from Delaware Street to University Avenue was completed in March 2007. A mid-block pedestrian-activated traffic signal was also installed as part of the project. At present the path stops at the south side of University Avenue and does not provide direct access to Strawberry Park. The Easement Agreement, after it is duly signed by both parties, will allow the City to construct a 10-foot wide lighted path and extend it to Strawberry Park as authorized by the Council Resolution No. 61,535–N.S., approved April 23, 2002.

BACKGROUND

The Council authorized staff to proceed with the Easement Agreement granting public access through the property at 1310 University Avenue with the owner of the property, Berkeley Montessori School, by Resolution No. 61,535–N.S.

RATIONALE FOR RECOMMENDATION

The Council has expressed its desire to create a pedestrian and bicycle path on the Santa Fe (aka West Street) Right of Way between Strawberry Park and Delaware Street. This

Easement Agreement will provide the missing link of the intended path. The City Attorney's office has reviewed and accepted the agreement language.

ALTERNATIVE ACTIONS CONSIDERED

It is in the best interest of the City to accept the Easement Agreement with the owner of the Property at 1310 University Avenue, Berkeley Montessori School. There are no comparable alternatives.

CONTACT PERSON

Jeffrey L. Egeberg, Manager of Engineering, Public Works 981-6406

Attachments

1. Ordinance
2. Resolution No. 61,535–N.S.
- 3: Easement Agreement

ORDINANCE NO. - N.S.

AUTHORIZING AND DIRECTING CITY MANAGER TO ENTER INTO AN EASEMENT
AGREEMENT WITH THE BERKELEY MONTESSORI SCHOOL FOR THE WEST
STREET BICYCLE PATH

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

Section 1. Receipt of property authorized.

The City Manager is hereby authorized to take all actions necessary to enter into an easement agreement with the Berkeley Montessori School for the West Street Bicycle Path attached as Exhibit 1, pursuant to the terms of said Easement Agreement.

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.

Ref. Santa Fe Trail

Attachment 2

ALA 010027

sh. 1/2

RESOLUTION NO. 61,535-N.S.

DESIGNATING A PROJECT TO CREATE A PEDESTRIAN AND BICYCLE PATH ON THE SANTA FE RIGHT-OF-WAY (SFROW) BETWEEN STRAWBERRY CREEK PARK AND DELAWARE STREET, INCLUDING A MID-BLOCK PEDESTRIAN-ACTIVATED STOP LIGHT ON UNIVERSITY AVENUE, AS THE CITY'S PRIORITY FOR EXPENDITURE OF ITS \$1 MILLION HOUSING INCENTIVE PROGRAM (HIP) AWARD, WITH ALLOCATION OF FUNDS TO THE SFROW PROJECT TO BE CONDITIONED ON THE BERKELEY MONTESSORI SCHOOL GRANTING PERMANENT PUBLIC ACCESS THROUGH ITS PROPERTY AT 1310 UNIVERSITY AVENUE.

WHEREAS, based on planned housing developments in transit corridors included in Berkeley's HIP application submitted on March 28, 2001, the Metropolitan Transportation Commission has awarded Berkeley \$1 million for transportation-related improvements; and

WHEREAS, a number of these housing projects have now been approved, and others may be approved in the next few months, allowing Berkeley to claim its HIP funds as the housing projects break ground in 2002 and 2003; and

WHEREAS, the HIP funds must be obligated to Transportation for Livable Communities (TLC)-eligible transportation projects by September 30, 2004; and

WHEREAS, it is therefore timely for City staff to designate a project for expenditure of the City's HIP award and identify City matching funds of 11.5%, or \$115,000, for this project.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Berkeley that it designates a project to create a pedestrian and bicycle path on the Santa Fe Right-Of-Way (SFROW) between Strawberry Creek Park and Delaware Street, including a mid-block pedestrian-activated stop light on University Avenue, as the City's priority for expenditure of the HIP award.

BE IT FURTHER RESOLVED by the Council of the City of Berkeley, that allocation of funds to improve the SFROW north of University Avenue and create a mid-block pedestrian-activated stop light on University Avenue is conditioned on the owner of 1310 University Avenue granting public access through its property to Addison Street, and that staff is directed to begin negotiations of the terms of such access.

BE IT FURTHER RESOLVED by the Council of the City of Berkeley that a gate will be installed on the right-of-way at University Avenue (north side) that will be locked at night at times yet to be determined until safety issues can be adequately assessed and addressed, and that the neighbors and other stakeholders will be involved in these decisions.

BE IT FURTHER RESOLVED by the Council of the City of Berkeley that staff proceed to design the bicycle-pedestrian trail through a community process that includes neighbors and stakeholders.

Ref- Santa Fe Trail

ALA 010027

Sh. 2/2

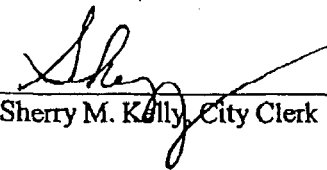
BE IT FURTHER RESOLVED by the Council of the City of Berkeley that it requests that the Police Department participate in the design process, and that the department develop meaningful crime statistics for the area and report back to the City Council, after consultation with the community, with recommendations on what extra services will be needed to ensure a safe trail and neighborhood.


BE IT FURTHER RESOLVED by the Council of the City of Berkeley that the design process consider a possible sale or lease or a portion of the right-of-way in the block between University and Berkeley Way, and that a recommendation on this topic be sent to Council after the design process is complete.

BE IT FURTHER RESOLVED by the Council of the City of Berkeley, that the City's matching funds of 11.5% for this project, or \$115,000, shall be from TDA Article 3 bicycle funds in the amount of \$84,000 (account 614-0950-431-xxxx), with the balance of \$31,000 coming from the General Fund or Parks capital funds.

The foregoing Resolution was adopted by the Berkeley City Council on April 23, 2002 by the following vote:

- Ayes: Councilmembers Armstrong, Breland, Maio, Olds, Shirek, Spring, Worthington and Mayor Dean.
- Noes: None.
- Absent: None.
- Abstain: Councilmember Hawley.

Attest: 
Sherry M. Kelly, City Clerk


Shirley Dean, Mayor

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

Attention: _____

THIS SPACE ABOVE FOR RECORDER'S USE

THIS EASEMENT AGREEMENT IS RECORDED AT THE REQUEST OF THE CITY OF BERKELEY, A CALIFORNIA MUNICIPAL CORPORATION, AND IS EXEMPT FROM RECORDING FEE PURSUANT TO GOVERNMENT CODE § 6103 AND § 27383 AND FROM THE PAYMENT OF A DOCUMENTARY TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE § 11922.

EASEMENT AGREEMENT

This Easement Agreement ("Agreement"), is made and entered into as of April __, 2004, by and between BERKELEY MONTESSORI SCHOOL, INC., a California corporation ("BMS"), and the CITY OF BERKELEY, a California municipal corporation (the "City").

RECITALS

A. BMS is the owner of the real property described on Exhibit "A" hereto (the "BMS Property").

B. In connection with City's development of the bicycle/pedestrian two directional shared use path commonly known as the "West Street Improvements," and subject to the terms and conditions contained herein, BMS has agreed to grant to City certain easements and related rights in the land described on Exhibit "B" hereto (the "Easement Area").

AGREEMENT

In consideration of the foregoing, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Grant of Easements**

1.1 Right-of-Way. Subject to the terms and conditions of this Agreement, BMS grants to City a non-exclusive easement over and across the Easement Area for public use of a bicycle/pedestrian two directional shared use path (the "Right of Way").

1.2 Utility Easement. BMS grants to City a non-exclusive easement (the "Utility Easement") on, across and under the Easement Area, for the installation, use, maintenance, repair, restoration, relocation and removal of (i) storm sewers, (ii) electricity, and (iii) and water mains or conduits (collectively the "Utilities"). The Utilities must serve only the Path Improvements (as defined below). All improvements, fixtures and equipment relating to

the Utilities must be located underground with the exception of customary above-ground fixtures and equipment incidental to such underground utilities.

2. **Installation of Path Improvements and Maintenance Obligations.** City, at its sole cost and expense, shall install, within the Easement Area, the improvements listed on Exhibit "C" hereto (collectively, the "Path Improvements") and related Utilities. City shall carry out such installation so as to cause as little disturbance as possible to BMS, BMS's neighbors, and BMS's use of the BMS Property and the improvements now or hereafter located thereon. Thereafter, City shall, at all times, and at its sole cost and expense, (i) keep and maintain the Right of Way in good condition and repair, and (ii) be responsible for the maintenance and repair of the Path Improvements.

2.1 **Standards of Installation and Maintenance.** Upon City's construction and maintenance of the Path Improvements, as the case may be, City shall, at its sole cost and expense, and in a timely manner, remove any scars to the surface and restore all disturbed areas of the BMS Property and any improvements thereon utilizing industry standard workmanship and materials, including without limitation re-seeding, re-sodding or repaving where necessary, all to the reasonable satisfaction of BMS. Trenches shall be backfilled and compacted to density equal to that of the adjacent undisturbed soil. In addition, such repair and maintenance includes, but is not limited to: (a) maintaining paved surfaces in a smooth and evenly covered condition with the type of surfacing material originally installed or a substitute equal or superior in quality, use and durability to such original material; (b) making reasonable efforts to remove all papers, debris and refuse and to sweep to the extent necessary to maintain a clean and orderly condition; (c) repairing, repainting and replacing any necessary or appropriate signs, markers and lines; (d) operating, maintaining, repairing and replacing lighting facilities; (e) pruning, cultivating, watering, fertilizing and otherwise maintaining all landscaped areas and repairing sprinkler systems and water lines and making replacements of plants and other landscaping as necessary or appropriate; (f) the repair and reconstruction of any damage resulting from fire, earthquake or other casualty or necessitated by any exercise of the power of eminent domain or any conveyance in lieu thereof; and (g) the construction, repair and maintenance of any subsequent upgrades that may be required by any governmental entity.

3. **Use of Right of Way.** City shall use reasonable efforts to ensure that the Right of Way is used only as a public bicycle/pedestrian two directional shared use path (the "Intended Use"), including, without limitation, (i) posting conspicuous signage in the Easement Area stating the Intended Use; (ii) removing persons who engage in activities that are outside the scope of the Intended Use; and (iii) responding promptly to any notice from BMS that activities apparently outside the scope of the Intended Use are occurring in the Easement Area. The Intended Use does not include criminal activities, riding motorcycles, the use of electrical or motorized vehicles of any kind except those (a) actually in use by a handicapped person who otherwise would be physically unable to use the Easement Area for the Intended Use; and (b) service vehicles.

4. **Relocation.** In the event that BMS acquires contiguous real property to the west of the BMS Property (the "New Property"), BMS shall have the right, upon concurrence from the City, to relocate the Right of Way and Utility Easement so that the Right of Way and Utility Easement are located along the western edge of the New Property (the "Relocation Option"). In the event that BMS exercises its Relocation Option, City, at its sole option may elect to assist to

construct a new path and related Utilities and relocate the Right of Way and Utility Easement to the western portion of the New Property. The portion of the easement being relocated shall be sufficient to accommodate the proper design of future bicycle paths in compliance with applicable standards for such paths at the time of relocation, but in no event shall the reconfigured Easement Area exceed 15 feet in width at any point. The City shall not bear any cost of removing the pathway improvements should the path be relocated.

5. **Nonexclusive.** BMS retains the right to use and grant to others the nonexclusive right to use the real property encumbered by the Right of Way and the Utility Easement for any lawful purpose to the extent that such uses do not unreasonably interfere with the use of the Right of Way or the Utility Easement by City. Notwithstanding anything contained herein to the contrary, in the event that any governmental or quasi-governmental entity or public or private utility company requests a specific non-exclusive easement over the Right of Way for such entity or utility by separate recordable document, and upon BMS's written request, City shall execute such easement agreement, with any adjustments reasonably required by City. Nothing contained in this Agreement shall be construed to relieve such entity from its obligations to pay all applicable City fees and expenses associated with granting easements, to obtain all required permits as may be required by local ordinance, and to pay all City fees for permits, including all fees needed for engineering review of proposed improvements.

6. **Continuing Effect:** Except as otherwise set forth herein, this Agreement shall bind, and inure to the benefit of, the successors and assigns of City and BMS, and the rights and easements granted hereunder shall run with the land and continue in perpetuity (except to the extent any are terminated pursuant to the terms of this Agreement); provided however that, if any rule of law or equitable principle would prevent any covenant or other right or interest set forth herein from existing in perpetuity, then the same shall continue for 99 years from the date this Agreement is recorded.

7. **Compliance with Laws.** With respect to (i) City's installation and maintenance obligations set forth in Section 2 above, and (ii) City's use and enjoyment of any of the Right of Way, Utility Easement and/or the related rights granted herein, City shall comply in all respects with all statutes, ordinances, rules and regulations of the United States, the State of California, the City of Berkeley and all political subdivisions of any thereof with jurisdiction or claiming jurisdiction over any of the Right of way or the Utility Easement.

8. **Nature of Available Remedies.** In the event of any breach or attempted or threatened breach of this Agreement by City or BMS, each shall be entitled to full and adequate relief by injunction and/or any other available legal or equitable remedy with respect to such breach, including but not limited to termination of this Agreement in the event of an actual, attempted, or threatened material breach of a material provision hereof.

9. **Modification, Amendment and Termination.**

9.1 **Generally.** Except as provided in Section 8 and Section 9.2 of this Agreement, this Agreement may be amended, modified, terminated or canceled, in whole or in part, only by the agreement of City and BMS (each a "Party" and, collectively, the "Parties"). No such amendment, modification, termination or cancellation is effective until a written instrument setting forth its terms has been executed, acknowledged and recorded by the Parties

in the Official Records of Alameda County, California. No such amendment, modification, termination or cancellation affects the rights of any mortgagee under a mortgage or any trustee or beneficiary under a deed of trust constituting a lien on the BMS Property, or any portion thereof, and recorded in the Official Records of Alameda County, California, at the time of such amendment, modification, termination or cancellation unless such mortgagee, trustee or beneficiary consents thereto. No person other than a Party and any such mortgagee, trustee or beneficiary, is required to join in the execution of or consent to any such amendment, modification, termination or cancellation.

9.2 BMS Termination Right. Notwithstanding anything contained in this Agreement to the contrary, in the event that the use of the Right of Way, in BMS's reasonable judgment, constitutes a nuisance or a safety hazard to: (i) BMS (including its administrators, successors, assigns, employees, students, agents, lessees, customers, licensees, visitors, invitees and concessionaires) or (ii) to the BMS Property, BMS may terminate this Agreement, including all of the easements and related rights created herein. In the event that BMS elects to terminate this Agreement pursuant to this Section 9.2, City shall execute such instruments and documents as BMS may reasonably request to facilitate the termination of the easements and related rights granted hereunder so that such termination will comply with the requirements of Section 9.1.

10. Mortgagee Protection. Breach of any restriction or other provision of this Agreement does not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but all of the restrictions and other provisions of this Agreement are binding and effective against any owner of the BMS Property whose title is acquired by foreclosure, trustee's sale or otherwise.

11. Indemnification. City shall indemnify, defend and hold BMS, and its officers, directors, members, employees and agents (hereinafter collectively called "Indemnified Parties") harmless from all liabilities, penalties, costs, damages, expenses, causes of action, claims or judgments (including without limitation reasonable attorneys fees) (collectively, "Indemnified Claims"). resulting from injury or the death of any person (including without limitation any Indemnified Party) or physical damage to property, real or personal, of any kind wherever located and by whomever owned (including, without limitation, property owned by an Indemnified Party), to the extent such injury, death or physical damage arises out of use of the Right of Way for intended purposes. Indemnified claims do not include those arising from persons using the right of way for other than intended use, including, but not limited to riding motorcycles and/or criminal activities.

12. Assignment. City shall not assign, encumber, mortgage, hypothecate or otherwise transfer this Agreement or any interest under this Agreement without the prior written consent of BMS, which consent may be given or withheld in BMS's sole discretion. BMS may assign, encumber, mortgage, hypothecate or otherwise transfer this Agreement.

13. Notice. Any notice, request, demand, instruction or other communication to be given to any party under this Agreement must be in writing and sent by registered or certified mail as follows:

CITY

Jeffrey L. Egeberg
Manager of Engineering
1947 Center Street
Berkeley, CA 94704
Telephone: (510) 981-6400
Facsimile: (510) 981-6390

BMS

Mohammad D. Kazerouni
Berkeley Montessori School
1310 University Avenue
Berkeley, CA 94702
Telephone: (510) 665-8800
Facsimile: (510) 665-8700

With a copy to:

Michael B. Wilmar
Sheppard, Mullin, Richter & Hampton LLP
Four Embarcadero Center, 17th Floor
San Francisco, CA 94111
Attention: Michael B. Wilmar, Esq.
Telephone: (415) 774-3242
Facsimile: (415) 434-3947

Notice is deemed to be given upon receipt. The addresses and addressees for the purpose of this Section may be changed by giving written notice of such change in a manner provided herein for giving notice. However, until such written notice is actually received, the last address and addressee for such addressee continues in effect for all purposes hereunder.

14. **Miscellaneous.** This Agreement, including all exhibits, ~~represents the entire~~ agreement between the parties with respect to the subject matter hereof, and to the extent inconsistent herewith, supersedes all prior agreements, representations and covenants, oral or written. This Agreement may be executed in counterparts with the same force and effect as if the parties had executed one instrument, and each such counterpart shall constitute an original hereof. No provision of this Agreement that is held to be inoperative, unenforceable or invalid shall affect the remaining provisions, and to this end all provisions hereof are hereby declared to be severable. Time is of the essence of this Agreement. This Agreement shall be governed by the laws of the State of California (without regard to any choice of law provisions thereof).

[Remainder of Page Intentionally Left Blank; Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

BMS:

BERKELEY MONTESSORI SCHOOL, INC.,
a California corporation

By: Janet Stork
Name: JANET STORK
Title: HEAD OF SCHOOL

CITY:

CITY OF BERKELEY,
a California municipal corporation

By: _____
Name: _____
Title: _____

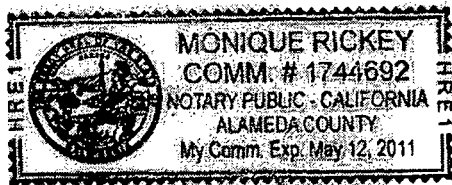
Approved as to form and legality:

By: _____
Name: _____
Title: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF Alameda)

On Oct. 19, 2007, before me, Monique Rickey, a Notary Public in and for said County and State, personally appeared Janet Stark, 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 capacit(-y/-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.



Monique Rickey
Signature of Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, a Notary Public in and for said County and State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) (is/are) subscribed to the within instrument, and acknowledged to me that (he/she/they) executed the same in (his/her/their) authorized capacit(-y/-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 of Notary Public

[SEAL]



CIVIL ENGINEERS • LAND SURVEYORS
1930 Shattuck Avenue, Suite A • Berkeley, CA 94704 • 510-848-1930 • Fax 510-848-9725

EXHIBIT "A"

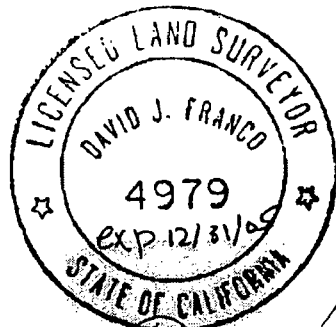
PARCEL A

LEGAL DESCRIPTION

Real Property In The City Of Berkeley, County Of Alameda, State Of California,
Described As Follows:

A portion of Plot 64 Kellersberger's Map of the Rancho of Vicente and Domingo Peralta,
described as follows:

Beginning at the intersection of the northerly line of Addison Street with the westerly line of the parcel described in the deed to Eduardo and Irma Franco recorded December 8, 1998 Series No. 98-430601, said point being South 80° 30' 00" West 500.35 feet from the westerly line of Acton Street; thence along said northerly line of Addison Street South 80° 30' 00" West 186.01 feet to the easterly line of the parcel described in the Affidavit-Death of Joint Tenant of Joyce N. Cook recorded December 21, 1998 Series No. 98-446914; thence along said easterly line North 05° 27' 36" West 145.97 feet to the southerly line of the parcel described in the deed to Robert R. Cooper et. ux. Recorded May 31, 1968, Reel 2191, Image 636; thence along the perimeter of said parcel the three following courses North 80° 30' 00" East 19.00 feet; thence North 00° 48' 57" East 54.75 feet; thence North 05° 27' 36" West 76.00 feet to the southerly line of University Avenue; thence along the southerly line of University Avenue North 80° 30' 00" East 141.57 feet to the westerly line of the parcel described in the deed to Noushin Talei Nikfarjan recorded February 4, 1998 Series No. 98-046304; thence along said westerly line and the westerly line of said Franco parcel (98-430601) South 09° 30' 00" East 275.28 feet to the point of beginning.



November 14, 2002
Job # 00-4964

M:\rjb docs\4964 Cate\llus Legal.doc

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda

On Nov 19, 2002 before me, Raudel Wilson
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared William H Richardson
Name(s) of Signer(s)

- personally known to me
- 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.
Raudel Wilson
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Lot Line Adjustment

Document Date: November 19, 2002 Number of Pages: ONE

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:

Illegible Notary Seal Declaration (Government Code 27361.7)

I certify under penalty of perjury that the Notary Seal on the document to which this statement is attached reads as follows:

Name of notary: Raudel Wilson

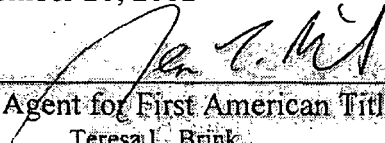
Date Commission expires: February 26, 2005

State: California

County: Alameda

Place of execution of this declaration: **City of Oakland, Alameda County, California**

Date: December 20, 2002

Signature: 

Agent for First American Title Guaranty Company
Teresa L. Brink

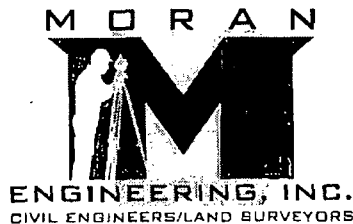


EXHIBIT " B "

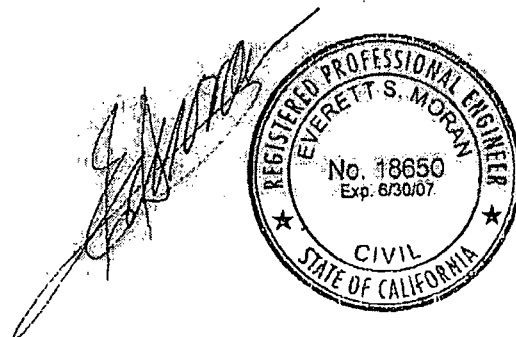
DESCRIPTION OF PROPOSED BIKE PATH EASEMENT
LOCATED AT 1310 UNIVERSITY AVENUE, BERKELEY

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

A portion of the land described in the deed from Catellus Development Corporation to Berkeley Montessori School, Inc. recorded June 18, 2001, under Series No. 2001-208799, Alameda County Records, described as follows:

A strip of land, 10 feet in width measured at right angles, the western line of which is described as follows:

Beginning at the northwestern corner of the land described in said deed, also being a point on the southern line of University Avenue; thence, along the western line of said land South 5°27'36" East 76.00 feet and South 00°48'57" West 54.75 feet; thence, leaving said western line, South 19°10'13" West 45.48 feet to a point on said western line; thence, along said western line, South 5°27'36" East 105.97 feet to the southwestern corner of the land described in said deed, being a point on the northern line of Addison Street, and the termination of this description, lengthening and shortening the eastern line of the herein described strip so as to commence on the southern line of University Avenue and terminate on the northern line of Addison Street.



1964 Montessori-Bike Easement.txt

MONUMENT AT
SACRAMENTO ST.
CITY MON. #474

ADDISON STREET
(60' WIDE)

MONUMENT AT
WEST ST.,
CITY MON. #472

MONUMENT AT
BONAR ST.,
CITY MON. #838

186.01'

N09°30'00"W 25.00'
N80°30'00"E 1245.85'
S80°30'00"W 307.73'
S80°30'00"W 85.30'

275.28'

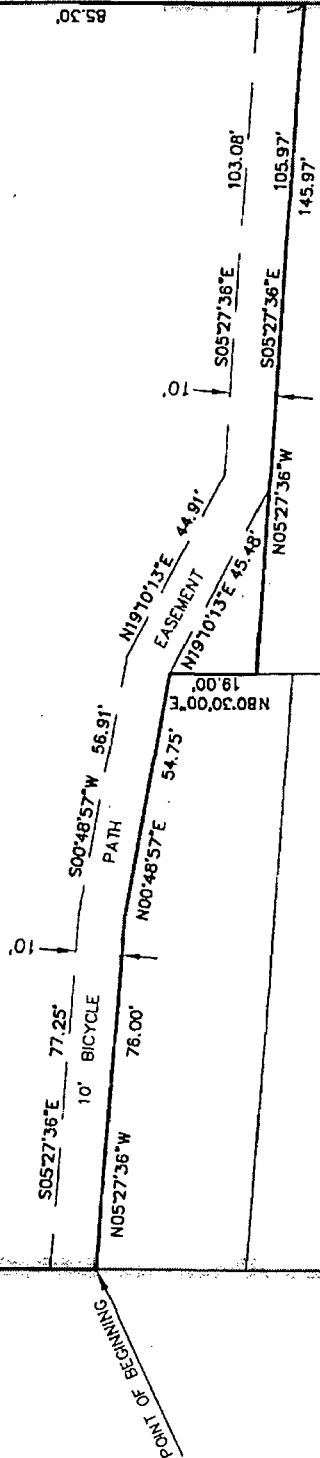
LANDS OF BERKELEY MONTESSORI SCHOOL, INC.
(2001-208799)

S09°30'00"E

141.57'

N80°30'00"E

UNIVERSITY AVENUE
(100' WIDE)



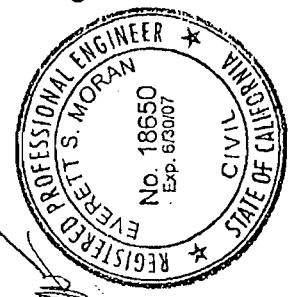
PLAT OF BICYCLE EASEMENT

LOCATED AT 1310 UNIVERSITY AVENUE
CITY OF BERKELEY, COUNTY OF ALAMEDA, CALIFORNIA

DECEMBER, 2006 SCALE: 1" = 40'

MORAN ENGINEERING, INC.

CIVIL ENGINEERS & LAND SURVEYORS
1930 SHATTUCK AVENUE, SUITE A
BERKELEY, CALIFORNIA 94707
(510) 848-1930



Everett S. Moran

EXHIBIT “ C ”

BIKE PATH EASEMENT IMPROVEMENTS

- **Bike path will be approximately 10 feet wide and will be asphalt-concrete-paved.**
- **The path will be approximately 280 feet long between sidewalks on University Avenue and Addison Street and will have a transverse slope of 2%.**
- **There will be a minimum of four equally spaced lights.**
- **There will be a fence on the east side of the path.**
- **There will be a barrier post with a striped diamond at each end of the path.**
- **There will be white stripes to show path edges and a stop sign for bike riders at each end.**

