

**PERALTA COMMUNITY COLLEGE DISTRICT
RESOLUTION NO. 07/08-44**

**INTENT TO DEDICATE REAL PROPERTY FOR
TINKER/STARGELL AVENUE DEDICATION PROJECT**

WHEREAS, the City of Alameda (“City”) has proposed the improvement and widening of an existing segment of roadway, currently named “Tinker Avenue” and which is to be renamed “Wilver ‘Willie’ Stargell Avenue” (“Stargell Avenue”) and its extension as an arterial four-lane roadway between Main Street and Webster Street (“Stargell Extension Project”); and

WHEREAS, a portion of the proposed roadway for Stargell Extension Project is located on real property which is part of the College of Alameda campus (“College”) and owned by the Peralta Community College District (“District”) and which is more particularly depicted on Attachment “A” hereto (“College Stargell ROW Property”); and

WHEREAS, the City also requires, for the implementation of the Stargell Extension Project, an easement on real property owned by the District along the west side of Webster Street and adjacent to the College Stargell ROW Property as more particularly depicted on Attachment A” hereto (“College Landscaping Easement Property”) for the purposes of street, lighting, drainage and landscaping for Webster Street (“Landscaping Easement”); and

WHEREAS, the City also requires a temporary construction easement for the construction of the Stargell Extension Project (“Temporary Construction Easement”) over certain real property owned by the District located adjacent to the College Stargell ROW Property as more particularly depicted on Attachment “A” hereto (“College TCE Property”); and

WHEREAS, the City also requires a right of entry to repair and/or relocate utilities, landscaping, irrigation and lighting and to conduct surveys and related activities in connection with the construction of the Stargell Extension Project (“Right of Entry”) over certain real property owned by the District located adjacent to the College Stargell ROW Property as more particularly depicted on Attachment “A” hereto (“College ROE Property”); and

WHEREAS, the City has requested that the District dedicate, to the City for the implementation of the Stargell Extension Project, the following real property interests (“Real Property Interests”): (1) fee title to the College Stargell ROW Property, (2) the Landscaping Easement over the College Landscaping Easement Property, (3) the Temporary Construction Easement over the College TCE Property, and (4) the Right of Entry over the College ROE Property; and

WHEREAS, the Board finds that the Stargell Extension Project will benefit the College by improving vehicular, bicycle and pedestrian access to the College, improve the lighting and security of the College along Stargell Avenue and improving traffic and circulation to the College; and

WHEREAS, the District intends to dedicate to the City the Real Property Interests pursuant to California Code Section 81310 *et seq.* upon the terms set forth in the Right of Way Contract set forth in Attachment “B” to this Resolution and pursuant to, and substantially in the form of, the Grant Deed for the fee dedication and the Deed of Easement attached as Attachment “C” to this Resolution; and

WHEREAS, in conjunction with the Board’s decision to adopt this Resolution of Intent to Dedicate, the Board, as a Responsible Agency has adopted under Resolution No. 07/08-51 certain CEQA Findings, a Mitigation Monitoring and Reporting Program, and a Statement of Overriding Considerations.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees hereby adopts this Resolution of Intent to Dedicate the College Stargell ROW Property, the Landscaping Easement, the Temporary Construction Easement and the Right of Entry to the City and to fix June 24, 2008 at 7:00 pm at Board Room, District Administration Center, 333 East Eighth Street, Oakland, California as the time, date and place of the public meeting of the Board of Trustees to consider, and to vote on, the adoption of a resolution to authorize and direct the Chancellor to execute the Grant Deed of dedication and Deed of Easement of the same and to deliver it to the City; and

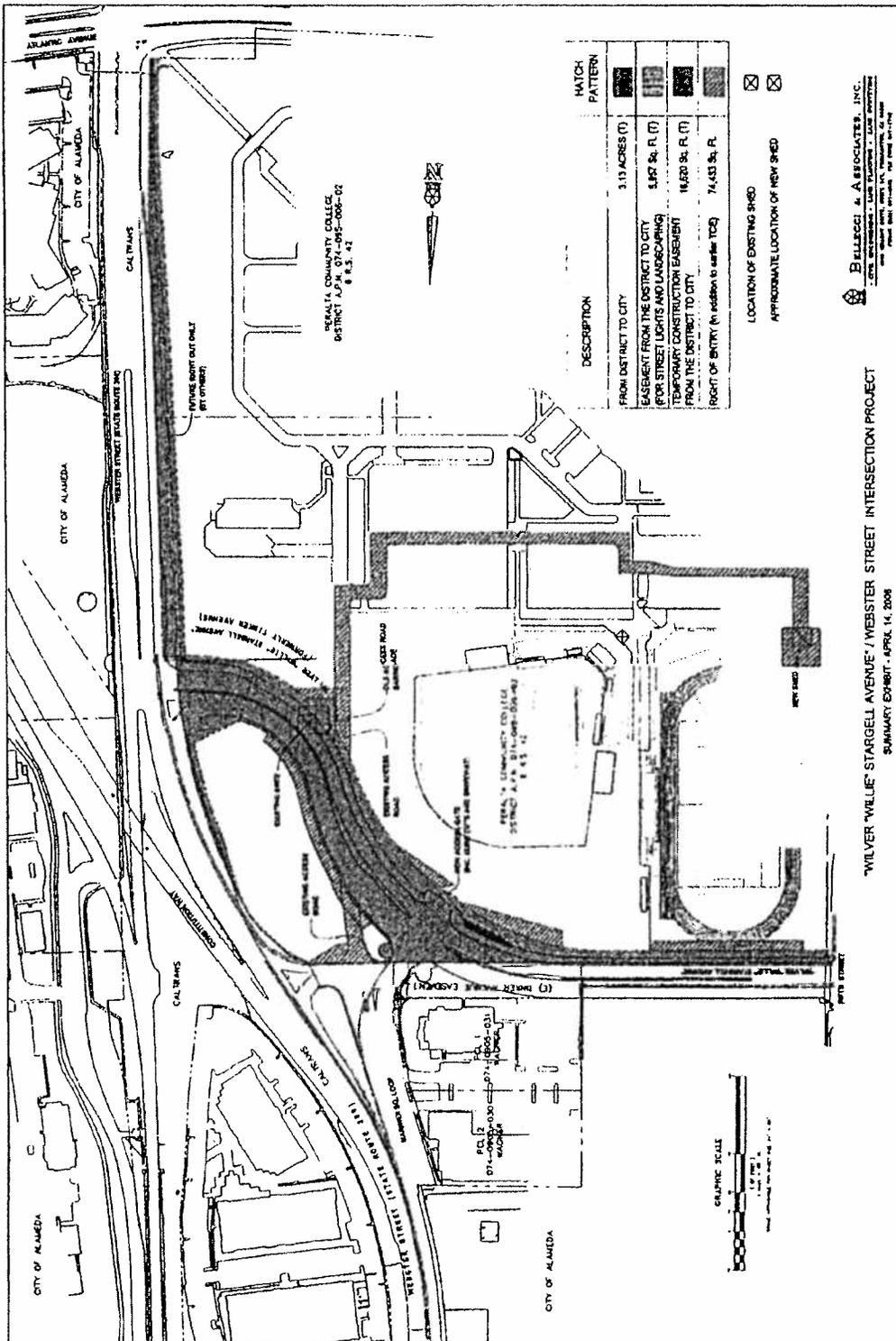
PASSED AND ADOPTED at a regular meeting of the Board of Trustees of the Peralta Community College District held on this 10th day of June, 2008, by the following called vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Secretary of the Board of Trustees
Peralta Community College District
Alameda County
State of California

ATTACHMENT "A"

SITE PLAN DEPICTING REAL PROPERTY INTERESTS



DESCRIPTION	HATCH PATTERN
FROM DISTRICT TO CITY	3.13 ACRES (T)
EASEMENT FROM THE DISTRICT TO CITY FOR STREET LIGHTS AND LANDSCAPING	5,857 Sq. Ft. (T)
TEMPORARY CONSTRUCTOR EASEMENT FROM THE DISTRICT TO CITY	16,620 Sq. Ft. (T)
RIGHT OF ENTRY (in addition to earlier TCE)	74,433 Sq. Ft.

- LOCATION OF EXISTING SHED
- APPROXIMATE LOCATION OF NEW SHED

BELLECCI & ASSOCIATES, INC.
 CIVIL ENGINEERING, LAND PLANNING & LAND DEVELOPMENT
 1000 RIVER STREET, SUITE 100, ALAMEDA, CA 94601
 WWW.BELLECCI.COM TEL: 415.762.1111 FAX: 415.762.1112

"WILVER 'WILLIE' STARGELL AVENUE' / WEBSTER STREET INTERSECTION PROJECT
 SUMMARY EXHIBIT - APRIL 14, 2008

ATTACHMENT "B"

RIGHT OF WAY CONTRACT

RIGHT OF WAY CONTRACT

Alameda , California

Dist.	Co.	Rte.	P.M.	Exp. Auth.
04	ALA	260	0.6/1.2	448200

May 7 , 20 08

PERALTA COMMUNITY COLLEGE
DISTRICT, A POLITICAL
SUBDIVISION OF THE STATE OF
CALIFORNIA

Grantor

Grantor Peralta Community College District ("District") has duly executed and delivered Document No. 60700 in the form of a GRANT DEED (Exhibit A), Document No. 60700-1 in the form of an EASEMENT DEED (Street Light and Landscaping Easement) (Exhibit B), subject to any revision of the DEEDS required by law, covering the property particularly described in the above instruments ("Property") to the City of Alameda ("City") for a City of Alameda sponsored project.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. It is agreed and confirmed by the parties that:
 - (A) The City requires the Property for State highway and City roadway purposes; namely, construction of the Wilver "Willie" Stargell Avenue Extension Project ("Project"), a public use for which the City has the authority to exercise the power of eminent domain. The City's construction of the Project will improve access to the District's remaining property and constitutes the entire consideration for this agreement. The City's performance of this agreement shall relieve the City of all further obligation or claims from the District concerning this agreement, or with respect to the location, grade, or construction of the Project.
 - (B) The parties have herein set forth the whole of their agreement concerning the Property.
2.
 - (A) Concurrently with the delivery of this agreement to the City, District shall convey, and the City shall accept, the Property and the District shall record the GRANT and EASEMENT DEEDS in the Official Records of Alameda County, free and clear of all liens, encumbrances, assessments,

easements and leases or other occupancy agreements (recorded and/or unrecorded) and taxes, except:

- a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
 - b. Covenants, conditions, restrictions and reservations of record as disclosed on Exhibit C attached hereto.
 - c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
- (B) City shall pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by the City, the premium charged therefor. Said escrow and recording charges shall not, however, include documentary transfer tax.
3. It is agreed that the District is donating the Property to the City under California Education Code Sections 81310 *et seq.* The District, having initiated this donation, acknowledged in a letter to the City dated _____, 2008, a copy of which is attached as Exhibit D, that the District has been informed of the right to an appraisal of and compensation for the Property donated and waives such rights.
4. The District grants permission to the City or its authorized agent to enter on the District's land in the areas shown on Exhibit E to: repair or replace landscaping and any utilities affected during construction, including, but not limited to, existing street light and other electrical circuits and facilities and irrigation facilities; relocate the existing water backflow system onto the District's remaining property; construct a barricade as indicated in paragraph 4(A) below; relocate the existing maintenance shed as indicated in paragraph 9; construct a movable gate located between Engineer Stations 30 and 32 identified on Exhibit E (the "New Access Gate") as indicated in paragraph 4(C) below; and construct the asphalt apron as indicated under Exhibit F.
- (A) The parties acknowledge and agree that the City shall have no obligation to reconstruct the existing access road located approximately between Station Nos. 33 and 34 shown on Exhibit E, or to reconnect the road to Wilver "Willie" Stargell Avenue. The parties further understand that, following the construction of the New Access Gate, the City shall install a barricade on the District's property preventing access to the existing access road at the location shown on Exhibit E (the "Old Access Road Barricade"). The District shall not remove the Old Access Road Barricade or otherwise restore access from such point to Wilver "Willie" Stargell Avenue. City shall not install the Old Access Road Barricade so as to

block access to Wilver "Willie" Stargell Avenue until commencement of the second stage of construction of the Project (there being five stages of construction). The City shall install the New Access Gate at the time the City commences the second stage of construction of the Project and before completion of construction of the Old Access Road Barricade; provided, however, that the Old Access Road Barricade shall not be installed prior to February 1, 2009. The District shall have access to its remaining property for special events through the New Access Gate from and after the commencement of the second stage of construction under the traffic control plan in Exhibit F.

- (B) District acknowledges that in implementing the Project on the Property along Webster Avenue south of the intersection of proposed Stargell and Webster Avenues, the City will construct a continuous curb, gutter, and sidewalk adjacent to District's remaining property, as shown on Exhibit E attached hereto. District further acknowledges that if District installs a driveway at the site of the potential driveway on Webster Street as shown on Exhibit E, no ingress to District's property shall be permitted at such driveway and any and all egress from District's property by way of such driveway shall be restricted to right turns only.
- (C) As part of the Project, the City will install a curb cut and driveway at the new intersection of Wilver "Willie" Stargell Avenue and Mariner Square Loop providing access to District's remaining property, as shown on Exhibit E. The City will install the New Access Gate on the District's property. The new intersection (including turn pocket and signals) will be designed and constructed to permit full turning-movement access to District's remaining property; provided that such intersection shall include safety features (such as striping, signage, etc.) to prevent access to the District's remaining property (except as otherwise expressly permitted herein) unless and until District constructs a new access road on the District's remaining property leading to and connecting with the New Access Gate (a "New Access Road"). District shall not remove, open or otherwise permit any ingress or egress to or from Wilver "Willie" Stargell Avenue through the New Access Gate except as follows:

(a) Special Events. Subject to the conditions set forth in Exhibit F, from and after commencement of the second stage of construction of the Project, District shall have the right to open the New Access Gate for special events, regardless of whether or not District has constructed the New Access Road, subject to District obtaining from the City, and complying with the terms of, a Special Events Permit. District's application for such a Special Events Permit shall include, without limitation, the submission to the City of a traffic control plan in compliance with Exhibit F. At all times during construction of the Project, District shall have access to its remaining property for special events either from the

old access road or from Wilver "Willie" Stargell Avenue through the New Access Gate.

(b) New Access Road. District may permanently open the New Access Gate at any time following the date upon which District has completed the New Access Road; provided that District provides the City sixty (60) days prior written notice of its intent to open the New Access gate, during which time City, at its sole cost and expense, shall modify the intersection of Wilver "Willie" Stargell Avenue and Mariner Square Loop (including the modification of striping, signals, etc.) to permit such access. District shall have the right, at its sole cost and expense and subject to any applicable laws and permitting requirements, to construct the New Access Road at any time at which it may elect to do so.

- (D) The District understands and agrees that after the City completes the work to be performed by the City pursuant to this Section 4, the facilities on the District's property described in this Section 4 will remain the District's sole property and the District will be responsible for maintenance and repair of such property.
- 5. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements, or other facilities, when removed and replaced, relocated, or reconstructed by the City shall be left in as good condition as found.
- 6. It is agreed and confirmed by the parties that notwithstanding other provisions in this contract, the City's right of possession and use of the Property, including the right to remove and dispose of improvements, shall commence on the date of this Contract.
- 7. It is further agreed and confirmed by the parties that:
 - (A) The District grants the City and its authorized agents permission to enter upon the District's land where necessary within the area identified as Temporary Construction Easement shown on Exhibit E for the purpose of a temporary construction easement ("TCE").
 - (B) The TCE shall be for a period of 18 months commencing with the first entry of the City's contractor on the District's property pursuant to the TCE. The City or its contractor will give the District at least forty-eight (48) hours advance written notice before entry on the TCE. It is further understood that in no event shall the TCE granted herein extend beyond the completion of the construction project or June 30, 2010, whichever is earlier, except where the City's project incurs unpredictable delays in construction. In the event of an unpredictable delay in construction, upon written notice to the District, the City may extend the term of the TCE for

the minimum area necessary to complete construction at the rate of \$250.00 per month, to be paid in a lump sum upon the City's completion of the project.

8. The District warrants that there are no oral or written leases or other occupancy agreements or service contracts, nor, to District's knowledge, any pending litigation or violations of applicable laws and ordinances on or affecting any portion of the Property, and the District agrees to hold the City harmless and reimburse the City for any and all of its losses and expenses occasioned by reason of any breach of the foregoing warranty.
9. District shall have no obligation to remove any surface or subsurface improvements from the Property. City shall raze the maintenance shed presently located on the Property and complete construction of a replacement shed, of comparable size and quality, at the new location shown on Exhibit E; provided, however, that City shall have no obligation to incur any costs and expenses in connection therewith in excess of \$150,000 in the aggregate. City shall use its commercially reasonable efforts to complete construction of such replacement shed on or before _____. Any and all costs and expenses incurred by the City in connection therewith in excess of \$150,000 in the aggregate shall be the sole responsibility of, and be promptly paid by, District.
10. Subject to the District's warranties, agreements, and obligations in this Agreement, the parties agree as follows:
 - (A) District is conveying the Property to City in its existing condition, "as is, where is, with all faults." District makes no representation or warranty, either express or implied, as to the legal, physical, or environmental condition of the Property. City acknowledges that it has been given a reasonable opportunity to inspect, investigate, and study the Property and that City is accepting title to the Property based exclusively upon City's investigations, inspections, and studies. City acknowledges receipt of notice from the District that the Property may contain Aerially Deposited Lead and other Hazardous Materials under California Health and Safety Code Section 25359.7.
 - (B) City, for itself and all persons and entities claiming by or through City, fully and irrevocably releases the District and any partner, trustee, officer, director, employee, agent, affiliate, successor or assign of the District (collectively, the "District Group") from any and all claims that City may have or hereafter acquire against the District Group for any cost, loss, liability, damage, expense, demand, action or cause of action ("Claims") arising from or related to the legal, physical or environmental condition of the Property, including any claim under California Health and Safety Code Section 25359.7, or for the presence or occurrence of any Natural Hazard

affecting the Property. City specifically waives the provisions of California Civil Code Section 1542, which provides as follows:

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

11. The City may transfer any or all of its rights or obligations under this agreement, either in whole or in part, to the State of California and/or to any private, public, or governmental association, agency or entity, whether now existing or hereafter created.
12. The City shall cause the District to be named as an additional assured on all payment and performance bonds which the City requires its contractor to obtain in connection with the work to be performed by the City pursuant hereto.
13. Notices under this agreement shall be in writing and shall be given to the other party by first class mail or facsimile at the following addresses:

District

Peralta Community College District
OFFICE OF THE GENERAL COUNSEL
333 E. 8th Street
Oakland, CA 94606
Attention: Thuy Thi Nguyen, General Counsel
Tel: (510) 466-7218
Fax: (510) 587-7844

City

Debbie Potter
City of Alameda
950 West Mall Square, Rm. 215
Alameda, CA 94501-7552
Tel: 510-749-5833
Fax: 510-749-5808

In Witness Whereof, the Parties have executed this agreement as of the day and year first above written.

PERALTA COMMUNITY COLLEGE
DISTRICT, A POLITICAL
SUBDIVISION OF THE STATE OF
CALIFORNIA

RECOMMENDED FOR APPROVAL:

Associated Right of Way
Services, Inc.

CITY OF ALAMEDA

By _____

By _____

Right of Way Consultant

No Obligation Other Than Those Set Forth Herein Will Be Recognized

EXHIBIT A
FORM OF GRANT DEED
(See attached)

Recording Requested by:
City of Alameda

WHEN RECORDED MAIL TO:
Alameda City Hall
2263 Santa Clara Avenue
Room 380
Alameda, CA 94501
Attention: City Clerk

Space above this line for Recorder's Use

GRANT DEED
(CORPORATION)

District	County	Route	Post	Number
04	Ala	260	0.6/1.2	60700

PERALTA COMMUNITY COLLEGE DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, who acquired title as PERALTA JUNIOR COLLEGE DISTRICT OF ALAMEDA COUNTY, STATE OF CALIFORNIA, A PUBLIC CORPORATION organized and existing under and by virtue of the laws of the State of California, does hereby GRANT to the CITY OF ALAMEDA all that real property in the City of Alameda, County of Alameda, State of California, described as:

See Exhibits "A", "A-1", "B" and "B-1"

Attached hereto and made a part hereof

Number
60700

The grantor further understands that the present intention of the grantee is to construct and maintain a public street and/or highway on the lands hereby conveyed in fee and the grantor, for itself, its successors and assigns, hereby waives any claims for any and all damages to grantor's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of said street and/or highway.

IN WITNESS WHEREOF, said corporation has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed hereto, this _____ day of _____, 20____.

By _____
By _____

[CORPORATE SEAL]

State of California
County of _____ } ss

ACKNOWLEDGMENT

On _____ before me, _____, personally
(Here insert name and title of the officer)
appeared _____

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT 'A' LEGAL DESCRIPTION

Wilver "Willie" Stargell Avenue

A portion of the Lands of Alameda Amusement Co. Inc., as described in a deed recorded in RE. 025 IM. 976 Alameda County Records, Alameda County, California, further described as follows:

Beginning at the most northwesterly corner of said Lands of Alameda Amusement Co. Inc., as described in a deed recorded in RE. 025 IM. 976 A.C.R. Alameda County California; thence from said **Point of Beginning** along the north line of last said Lands of Alameda Amusement Co. Inc. a bearing taken for the purposes of this description as South 87°55'29" East, 912.03 feet; thence leaving last said north line South 37°33'24" West 2.88 feet to the beginning of a curve concave to the east and having a radius of 40.00 feet; thence southerly 7.94 feet along said curve through a central angle of 11°22'23" to a point of cusp with a curve concave to the west and having a radius of 16.00 feet, a radial line to the beginning of said curve bears North 03°49'15" East; thence easterly, southerly and westerly 54.80 feet along said curve through a central angle of 196°15'01" to a point of cusp with a curve concave to the northeast and having a radius of 44.50 feet, a radial line to the beginning of said curve bears South 72°33'08" West; thence southerly 21.25 feet along said curve through a central angle of 27°21'33" to the beginning of a reverse curve concave to the southwest and having a radius of 537.50 feet; thence southeasterly 99.39 feet along said curve through a central angle of 10°35'42" to the beginning of a compound curve concave to the southwest and having a radius of 105.50 feet; thence southerly 38.36 feet along said curve through a central angle of 20°49'50" to the beginning of a reverse curve concave to the east and having a radius of 94.50 feet; thence northerly 23.55 feet along said curve through a central angle of 14°16'32" to the beginning of a reverse curve concave to the east and having a radius of 528.50 feet; thence northerly 170.28 feet along said curve through a central angle of 18°27'36" to the beginning of a reverse curve concave to the northeast and having a radius of 207.50 feet; thence southeasterly 123.98 feet along said curve through a central angle of 34°14'03" to the beginning of a compound curve concave to the northeast and having a radius of 177.27 feet; thence southeasterly 28.02 feet along said curve through a central angle of 09°03'25"; thence on a line radial to last said curve North 37°30'43" East

2.50 feet to the beginning of a non-tangent curve concave to the northeast and having a radius of 174.77 feet, a radial line to the beginning of said curve bears South 37°30'43" West; thence southerly and easterly 67.81 feet along said curve through a central angle of 22°13'54"; thence on a non-tangent line South 20°08'32" West 104.07' feet to the beginning of a non-tangent curve concave to the northeast and having a radius of 138.21 feet, a radial line to the beginning of said curve bears South 33°21'27" West; thence northerly and westerly 13.51 feet along said curve through a central angle of 05°36'09" to the beginning of a reverse curve concave to the southwest and having a radius of 183.00 feet; thence northwesterly 33.04 feet along said curve through a central angle of 10°20'40" to the beginning of a reverse curve concave to the northeast and having a radius of 297.22 feet; thence northerly 248.40 feet along said curve through a central angle of 47°53'06" to the beginning of a non-tangent reverse curve concave to the southwest and having a radius of 514.88 feet, a radial line to the beginning of said curve bears North 77°47'11" East; thence northerly 40.96 feet along said curve through a central angle of 04°33'28" to the beginning of a non-tangent compound curve concave to the southwest and having a radius of 496.00 feet, a radial line to the beginning of said curve bears North 73°11'44" East; thence northerly and westerly 247.54 feet along said curve through a central angle of 28°35'41"; thence on a non-tangent line South 71°49'51" West 20.39 feet; thence North 52°26'36" West 75.47 feet; thence North 15°15'24" West 9.00 feet to the beginning of a non-tangent curve concave to the southwest and having a radius of 481.97 feet, a radial line to the beginning of said curve bears North 33°35'47" East; thence westerly 71.61 feet along said curve through a central angle of 08°30'48"; thence North 57°35'29" West 50.50 feet; thence North 66°28'50" West 47.33 feet; thence on a non-tangent line North 81°05'09" West 41.81 feet; thence North 88°37'33" West 47.53 feet; thence North 82°04'23" West 50.41 feet; thence North 87°55'30" West 50.03 feet; thence South 89°48'03" West 50.40 feet; thence North 84°27'16" West 49.55 feet; thence North 88°50'28" West 200.04 feet; thence South 89°52'18" West 50.29 feet; thence North 83°22'46" West 49.84 feet; thence North 88°32'48" West 11.57 feet to a point on the west line of said Lands of Alameda Amusement Co. Inc., (RE. 025 IM. 976 A.C.R.) ; thence along last said line North 02°05'38" East 11.73 feet to the **Point of Beginning**.

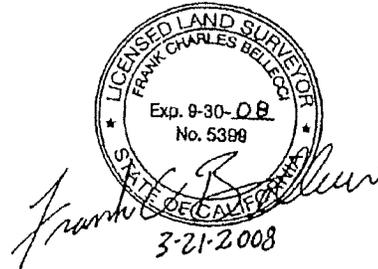
Containing an area of 90,420 square feet (2.08 Acres), more or less

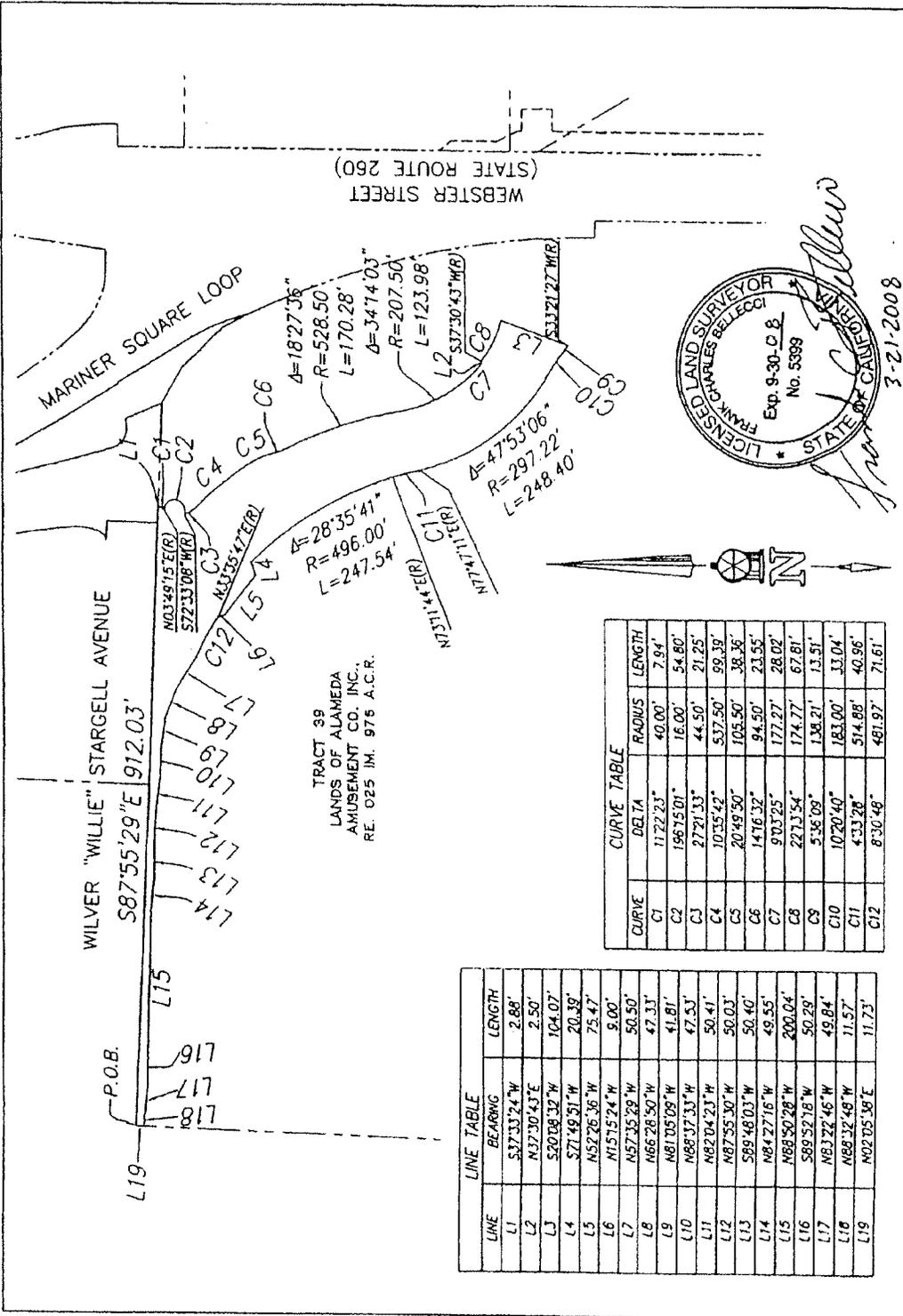
Bearing and Distances referred to hereon are based on the California Coordinate System

of 1983, Zone III. Distances shown are grid distances; multiply distances by 1.0000705 to obtain ground level distances.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

Attached hereto is a plat entitled Exhibit "B" to be made a part hereof.





CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	17°22'23"	40.00'	7.94'
C2	156°15'01"	16.00'	54.80'
C3	27°21'33"	44.50'	21.25'
C4	10°35'49"	537.50'	99.39'
C5	20°49'50"	105.50'	38.36'
C6	14°16'32"	94.50'	23.55'
C7	9°03'25"	177.27'	28.02'
C8	22°13'54"	174.77'	67.81'
C9	5°36'09"	138.21'	13.51'
C10	10°20'40"	183.00'	33.04'
C11	4°33'28"	314.88'	40.96'
C12	8°30'48"	481.97'	71.61'

LINE TABLE

LINE	BEARING	LENGTH
L1	S37°33'24"W	2.88'
L2	N37°30'43"E	2.50'
L3	S20°18'32"W	104.07'
L4	S71°49'51"W	20.38'
L5	N52°26'36"W	75.47'
L6	N15°15'24"W	9.00'
L7	N57°35'29"W	50.50'
L8	N66°28'50"W	47.33'
L9	N81°05'09"W	41.81'
L10	N88°37'33"W	47.53'
L11	N82°04'23"W	50.41'
L12	N87°55'30"W	50.03'
L13	S89°48'03"W	50.40'
L14	N84°27'16"W	49.55'
L15	N88°50'28"W	200.04'
L16	S89°52'18"W	50.28'
L17	N83°22'46"W	49.84'
L18	N88°32'48"W	11.57'
L19	N02°05'58"E	11.73'

BELLECCI & ASSOCIATES, INC.
 2290 DIAMOND BOULEVARD
 CONCORD, CA 94520
 PHONE: (825) 685-4668 FAX: (825) 685-4838

DATE: January 2008 SCALE: 1"=200'
 FILE NO.: 06046 SHEET 1 OF 1

EXHIBIT A-1

3-21-2008

EXHIBIT 'B'
LEGAL DESCRIPTION

60700-1
State Highway Route 04-ALA-260
E.A. 44820
Post Mile 0.6/1.2

A portion of Tract 39 of Alameda Marsh Land filed in Book 25 of Maps, Pages 74, 76 and 78 being the lands of Peralta JR. College District as described in a deed recorded in RE 1763 IM 623, Alameda County Records, and a portion of the Lands of Alameda Amusement Co. Inc., as described in a deed recorded in RE. 025 IM. 976 Alameda County Records, Alameda County, California, further described as follows:

Commencing at the northwesterly corner of said Lands of Alameda Amusement Co. Inc., as described in a deed to the Lands of Alameda Amusement Co Inc., recorded in RE. 025 IM. 976 Alameda County Records, Alameda County California; thence from said **Point of Commencement**, a bearing taken for the purposes of this description as South 87°55'29" East, 1061.88 feet along the north line of said Lands of Alameda Amusement Co. Inc., (RE 025 IM 976) to a point on the westerly right of way line of Webster Street also being State Route 260 as described in a deed from the Regents of the University of California recorded May 28, 1959 in Book 9041 of Official Records of Alameda County at Page 221; thence along last said westerly right of way line of Webster Street (9041 OR 221), South 59°25'47" East 105.25 feet to the beginning of a non-tangent curve concave to the southwest and having a radius of 1,149.92 feet, a radial line to the beginning of said curve bears North 59°35'50" East; thence southerly 92.37 feet along said curve through a central angle of 04°36'08" to the **Point of Beginning** of this description; thence from said point of beginning continuing along last said curve having a radius of 1,149.92 feet, 523.90 feet southerly along said curve through a central angle of 26°06'14"; thence along the southerly line of said parcel (9041 OR 221) South 89°41'47" East 25.12 feet to the Westerly right of way line of Webster Street as shown on Record of Survey No. 295, filed April 12, 1967 in Book 6 of Maps at Page 42 Alameda County Records; thence along last said westerly right of way line of Webster Street the following two (2) courses; South 00°18'46" West 893.69 feet and South 02°48'00" West 309.55 feet; thence leaving said westerly right of way line of Webster Street, North 87°12'00" West 4.71 feet; thence North 02°46'08" East 135.20 feet to the beginning of a curve concave to the West and having a radius of 2,283.00 feet; thence

northerly and westerly 237.77 feet along said curve through a central angle of 5°58'02" to the beginning of a reverse curve concave to the east and having a radius of 2,317.00 feet; thence northerly 132.71 feet along said curve through a central angle of 3°16'54" to the beginning of a compound curve concave to the east and having a radius of 150.00 feet; thence northerly 24.75 feet along said curve through a central angle of 9°27'10"; thence North 9°32'10" East 2.47 feet to the beginning of a curve concave to the west and having a radius of 150.00 feet; thence northerly 9.43 feet along said curve through a central angle of 3°36'09" to the beginning of a compound curve concave to the west and having a radius of 75.00 feet; thence northerly 20.31 feet along said curve through a central angle of 15°30'55"; thence North 09°34'54" West 3.15 feet to the beginning of a curve concave to the east and having a radius of 150.00 feet; thence northerly 25.99 feet along said curve through a central angle of 09°55'37"; thence North 00°20'43" East 73.50 feet to the beginning of a curve concave to the west and having a radius of 140.00 feet; thence northerly 17.34 feet along said curve through a central angle of 07°05'54"; thence North 06°45'11" West 22.93 feet to the beginning of a curve concave to the east and having a radius of 85.00 feet; thence northerly 10.53 feet along said curve through a central angle of 07°05'54"; thence North 00°20'43" East 9.51 feet; thence North 50°32'46" West 5.05 feet; thence North 01°44'33" West 52.61 feet; thence North 56°31'24" East 8.90 feet; thence North 00°20'43" East 197.93 feet; thence North 07°14'58" West 60.53 feet; thence North 00°20'43" East 107.39 feet; thence North 07°51'24" East 30.60 feet; thence North 00°20'43" East 19.79 feet; thence North 84°26'10" West 21.59 feet; thence North 05°33'50" East 10.99 feet; thence North 84°26'10" West 64.65 feet to the beginning of a non-tangent curve concave to the northeast and having a radius of 312.00 feet, a radial line to the beginning of said curve bears South 05°33'50" West; thence westerly and northerly 25.15 feet along said curve through a central angle of 04°37'06" to the beginning of a compound curve concave to the northeast and having a radius of 137.77 feet, a radial line to the beginning of said curve bears South 11°19'26" West; thence westerly and northerly 52.97 feet along said curve through a central angle of 22°01'44"; thence North 20°08'32" East 104.07 feet; thence North 65°49'07" East 101.80 feet to the beginning of a non-tangent curve concave to the west and having a radius of 1,144.50 feet, a radial line to the beginning of said curve bears North 80°58'39" East; thence northerly and westerly 209.29 feet along said curve through a central angle of 10°28'38" to the beginning of a reverse curve concave to the east and having a radius of 149.00 feet; thence northerly 24.68 feet along said curve through a central angle of 09°29'27"; thence North 10°00'32" West 5.10 feet to the beginning of a curve concave to the west and having a radius of 100.00 feet; thence northerly 9.62 feet along said curve through a central angle of 05°30'45"; thence North

15°31'18" West 88.89 feet to the Point of Beginning.

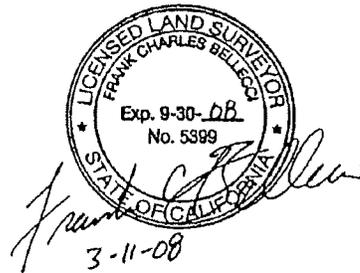
Containing an area of 45,877 square feet (1.05 Acres), more or less.

"This conveyance is made for the purpose of a highway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights including access rights, appurtenant to grantor's remaining property, in and to said highway, over and across the courses described above with a length of 101.80 feet, an arc distance of 209.29 feet, an arc distance of 24.68 feet, a course with a length of 5.10 feet, an arc distance of 9.62 feet, a course with a length of 88.89 feet."

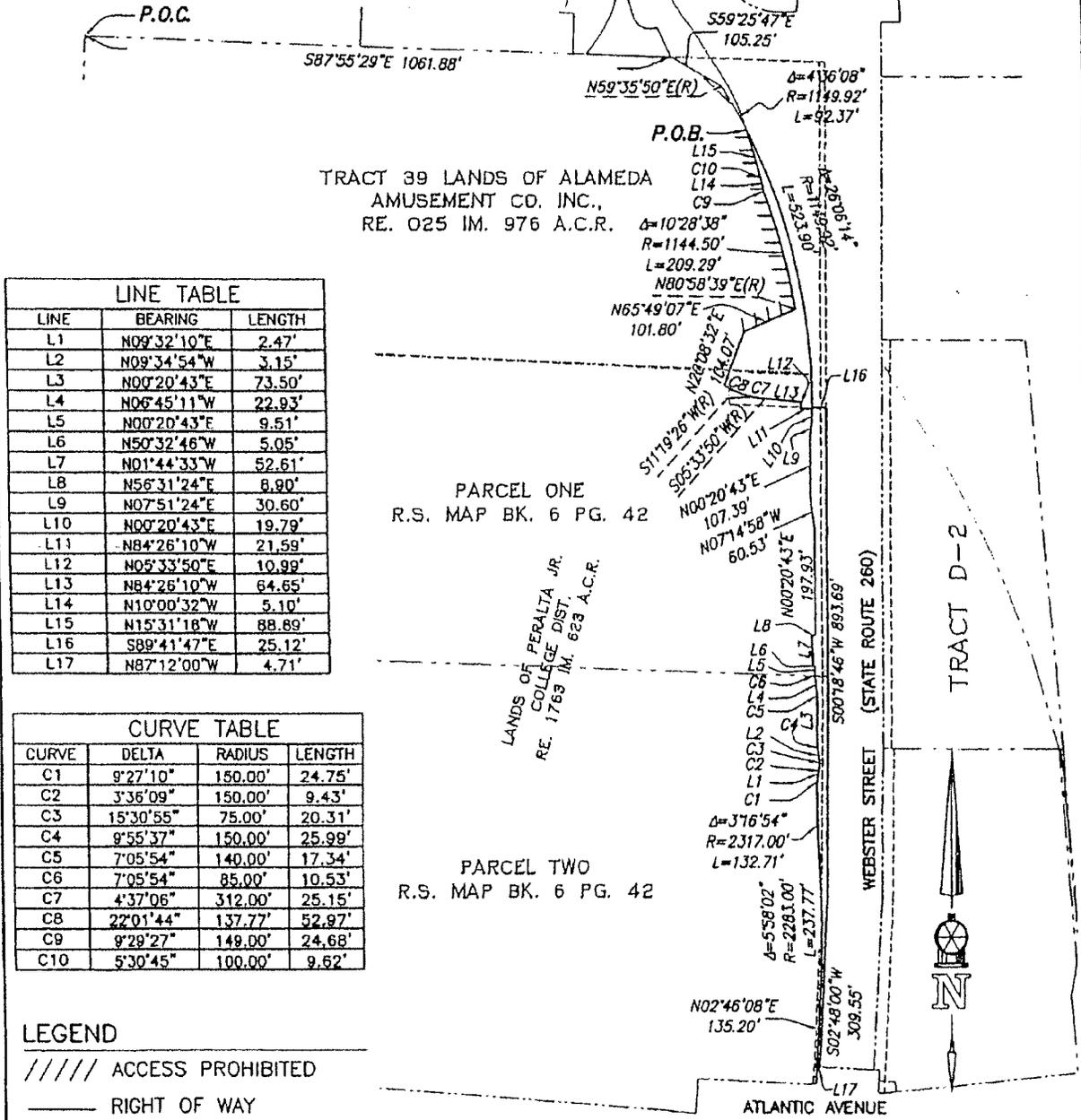
Bearing and Distances referred to hereon are based on the California Coordinate System of 1983, Zone III. Distances shown are grid distances; multiply distances by 1.0000705 to obtain ground level distances.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

Attached hereto is a plat entitled Exhibit "B" to be made a part hereof.



Coordinates, Bearings and Distances shown hereon are based on the California coordinate system, Zone III (1983 Datum)



LINE TABLE		
LINE	BEARING	LENGTH
L1	N09°32'10"E	2.47'
L2	N09°34'54"W	3.15'
L3	N00°20'43"E	73.50'
L4	N06°45'11"W	22.93'
L5	N00°20'43"E	9.51'
L6	N50°32'46"W	5.05'
L7	N01°44'33"W	52.61'
L8	N56°31'24"E	8.90'
L9	N07°51'24"E	30.60'
L10	N00°20'43"E	19.79'
L11	N84°26'10"W	21.59'
L12	N05°33'50"E	10.99'
L13	N84°26'10"W	64.65'
L14	N10°00'32"W	5.10'
L15	N15°31'18"W	88.89'
L16	S89°41'47"E	25.12'
L17	N87°12'00"W	4.71'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	9°27'10"	150.00'	24.75'
C2	3°36'09"	150.00'	9.43'
C3	15°30'55"	75.00'	20.31'
C4	9°55'37"	150.00'	25.99'
C5	7°05'54"	140.00'	17.34'
C6	7°05'54"	85.00'	10.53'
C7	4°37'06"	312.00'	25.15'
C8	22°01'44"	137.77'	52.97'
C9	9°28'27"	149.00'	24.68'
C10	5°30'45"	100.00'	9.62'

LEGEND
 ///// ACCESS PROHIBITED
 ——— RIGHT OF WAY

BELLECCI & ASSOCIATES, INC.
 CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
 2200 DIAMOND BLVD, SUITE 100, CONCORD, CA 94520
 PHONE: (925) 886-4569 FAX: (925) 885-4838

DATE: March 2008 SCALE: 1"=250'
 PROJECT NO.: 06046 SHEET 1 OF 1

EXHIBIT B-1

EXHIBIT B
FORM OF EASEMENT DEED
(See attached)

Number
60700-1

Recording Requested by:
City of Alameda

WHEN RECORDED MAIL TO:
Alameda City Hall
2263 Santa Clara Avenue
Room 380
Alameda, CA 94501
Attention: City Clerk

Space above this line for Recorder's Use

EASEMENT DEED (CORPORATION)

PERALTA COMMUNITY COLLEGE DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, who acquired title as PERALTA JUNIOR COLLEGE DISTRICT OF ALAMEDA COUNTY, STATE OF CALIFORNIA, A PUBLIC CORPORATION organized and existing under and by virtue of the laws of the State of California ("Grantor"), does hereby grant to the CITY OF ALAMEDA ("Grantee"),

a permanent easement for the right to construct, reconstruct, plant, renew, alter, operate, maintain, replace (with the initial or any other size) and repair such street lighting and landscaping and all necessary maintenance and ancillary structures and appurtenances thereto, over and within such easement area as is described in said Exhibit "A", attached hereto, together with the free right of ingress, egress and emergency access to said easement over and across the remaining portion of the Grantor's property, provided that said rights of ingress, egress and emergency access shall be limited to established roadways, pathways, avenues or other routes to the extent possible and as reasonably necessary for the proper use of the rights granted herein.

The provisions of this easement deed shall inure to the benefit of and be binding upon the heirs, successors, assigns, and personal representatives of the respective parties.

IN WITNESS WHEREOF, said corporation has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed hereto, this _____ day of _____, 20__.

By _____

By _____

[CORPORATE SEAL]

State of California
County of _____

} ss

ACKNOWLEDGMENT

On _____ before me, _____, personally
(Here insert name and title of the officer)
appeared _____
_____, who proved to me on the basis
of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on
the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and
correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT 'A'
LEGAL DESCRIPTION
State Highway Route 04-ALA-260
E.A. 44820
Post Mile 0.6/1.2

A portion of *Parcel 1* and *Parcel 2* as said parcels are shown on that certain *Record of Survey* map entitled *R/S. No. 295* filed April 12, 1967, in R.S. Map Book 6 at Page 42, Alameda County Records also being a portion of the lands of Peralta JR. College District as described in a deed recorded in RE. 1763 IM. 623, Alameda County Records, California, further described as follows:

Area 1:

Being an easement for landscaping and lighting purposes described as follows:

Commencing at the northwesterly corner of the Lands of Alameda Amusement Co. Inc., as described in a deed recorded in RE. 025 IM. 976 Alameda County Records, Alameda County California; thence from said **Point of Commencement**, a bearing taken for the purposes of this description as South 87°55'29" East 1061.88 feet along the northerly line of said Lands of Alameda Amusement Co. Inc., (RE. 025 IM. 976) to a point on the westerly right of way line of Webster Street also being State Route 260 (SR 260) as described in a deed from the Regents of the University of California recorded May 28, 1959 in Book 9041 of Official Records of Alameda County at Page 221; thence along last said right of way line of Webster Street (9041 OR 221), South 59°25'47" East 105.25 feet to the beginning of a non-tangent curve concave to the southwest and having a radius of 1149.92 feet, a radial line to the beginning of said curve bears North 59°35'50" East; thence southerly 616.27 feet along said curve through a central angle of 30°42'22"; thence leaving last said westerly right of way line of Webster Street right of way (9041 OR 221) South 10°46'23" West 2.06 feet to the **Point of Beginning** of this description also being a point on the future right of way line of Webster Street (SR 260); thence from said point of beginning and along last said future right of way line South 00°20'43" West 19.79 feet; thence South 07°51'24" West 30.60 feet; thence South 00°20'43" West 107.39 feet; thence South 07°14'58" East 60.53 feet; thence South 00°20'43" West 197.93 feet; thence leaving last said future right of way line South 56°31'24" West 6.02 feet to a point herein described as **Point "A"**; thence from last said **Point "A"** North 00°20'43" East 200.95 feet; thence North 07°14'58" West 60.53 feet; thence North 00°20'43" East 158.67 feet; thence South 84°26'10" East 9.04 feet to the **Point of Beginning**.

Containing an area of 2,232 Square Feet (0.05 Acres) more or less

Area 2:

Being an easement for landscaping and lighting purposes described as follows:

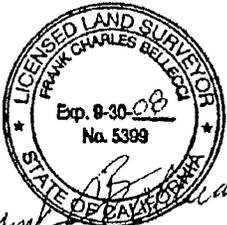
Commencing at hereinabove described Point "A", thence South 00°50'49" West 54.18 feet to the **Point of Beginning** of this description; thence from last said point of beginning South 50°32'46" East 5.05 feet to a point on the future right of way line of Webster Street (SR 260); thence along last said line South 00°20'43" West 9.51 feet to the beginning of a curve concave to the East and having a radius of 85.00 feet; thence southerly 10.53 feet along said curve through a central angle of 7°05'54"; thence South 06°45'11" East 22.93 feet to the beginning of a curve concave to the West and having a radius of 140.00 feet; thence southerly 17.34 feet along said curve through a central angle of 7°05'54"; thence South 00°20'43" West 73.50 feet to the beginning of a curve concave to the East and having a radius of 150.00 feet; thence southerly 25.99 feet along said curve through a central angle of 9°55'37"; thence South 09°34'54" East 3.15 feet to the beginning of a curve concave to the West and having a radius of 75.00 feet; thence southerly 20.31 feet along said curve through a central angle of 15°30'55" to the beginning of a compound curve concave to the West and having a radius of 150.00 feet; thence southerly 9.43 feet along said curve through a central angle of 03°36'09"; thence South 09°32'10" West 2.47 feet to the beginning of a curve concave to the West and having a radius of 150.00 feet; thence southerly 24.75 feet along said curve through a central angle of 09°27'10" to the beginning of a reverse curve concave to the East and having a radius of 2,317.00 feet; thence southerly 132.71 feet along said curve through a central angle of 03°16'54" to the beginning of a reverse curve concave to the West and having a radius of 2283.00; thence southerly 237.77 feet along said curve through a central angle of 05°58'02"; thence South 02°46'08" West 135.20 feet; thence said future right of way line of Webster Street (SR 260) North 87°13'50" West 5.00 feet; thence North 02°46'08" East 135.20 feet to the beginning of a curve concave to the West and having a radius of 2278.00 feet; thence northerly 237.25 feet along said curve through a central angle of 5°58'02" to the beginning of a reverse curve concave to the East and having a radius of 2322.00 feet; thence northerly 132.99 feet along said curve through a central angle of 3°16'54"; thence North 00°20'11" East 159.16 feet; thence North 02°47'56" West 63.35 feet to the **Point of Beginning**.

Containing an area of 3,725 square feet (0.09 Acres), more or less

Bearing and Distances referred to hereon are based on the California Coordinate System of 1983, Zone III. Distances shown are grid distances; multiply distances by 1.0000705 to obtain ground level distances.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

Attached hereto is a plat entitled Exhibit "B" to be made a part hereof.



Frank Charles Bellego

P.O.C.

S87°55'29"E 1061.88'

S59°25'47"E
105.25'

N59°35'50"E(R)

TRACT 39 LANDS OF ALAMEDA
AMUSEMENT CO. INC.,
RE. 025 IM. 976 A.C.R.

S10°46'23"W
2.06'(tie)
S84°26'10"E
9.04'

EXISTING CALTRANS
RIGHT OF WAY

P.O.B.

S00°20'43"W
19.79'

SEE DETAIL N.T.S.
S10°46'23"W
2.06'(tie)

D=30°42'22"
R=149.92'
L=616.27'

P.O.B.

AREA=2,232 Sq.Ft.

PARCEL ONE
R.S. MAP BK. 6 PG. 42
LANDS OF PERALTA JR.
COLLEGE DIST.
RE. 1763 IM. 623 A.C.R.

L5
N00°20'43"E
158.67'
L1
L2
L3
S00°20'43"W
197.93'

FUTURE CALTRANS
RIGHT OF WAY

WEBSTER STREET
STATE ROUTE 260

N07°14'58"W
60.53'

Point "A"

N00°20'43"E
200.95'
S00°20'43"W
197.93'
L4

EXISTING CALTRANS
RIGHT OF WAY

PARCEL TWO
R.S. MAP BK. 6 PG. 42

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°20'43"W	19.79'
L2	S07°51'24"W	30.60'
L3	S07°14'58"E	60.53'
L4	S56°31'24"W	6.02'
L5	S84°26'10"E	9.04'



BELLECCI & ASSOCIATES, INC.

CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING

2290 DIAMOND BLVD, SUITE 100, CONCORD, CA 94520
PHONE: (925) 886-4569 FAX: (925) 886-4838

DATE: March 2008

SCALE: 1"=150'

PROJECT NO.: 06046

SHEET 1 OF 2

EXHIBIT A-1

AREA ONE

PARCEL ONE
R.S. MAP BK. 6 PG. 42

Point "A"

S00°50'49"W
54.18'(TIE)

P.O.B.

N02°47'56"W
63.35'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N87°13'50"W	5.00'
L2	S50°32'46"E	5.05'
L3	S00°20'43"W	9.51'
L4	S06°45'11"E	22.93'
L5	S00°20'43"W	73.50'
L6	S09°34'54"E	3.15'
L7	S09°32'10"W	2.47'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	7°05'54"	85.00'	10.53'
C2	7°05'54"	140.00'	17.34'
C3	9°55'37"	150.00'	25.99'
C4	15°30'55"	75.00'	20.31'
C5	3°36'09"	150.00'	9.43'
C6	9°27'10"	150.00'	24.75'

PARCEL TWO
R.S. MAP BK. 6 PG. 42
LANDS OF PERALTA JR.
COLLEGE DIST.
RE. 1763 IM. 623 A.C.R.

$\Delta=5'58'02"$
 $R=2278.00'$
 $L=237.25'$

$\Delta=3'16'54"$
 $R=2322.00'$
 $L=132.99'$

$\Delta=5'58'02"$
 $R=2283.00'$
 $L=237.77'$

$\Delta=3'16'54"$
 $R=2317.00'$
 $L=132.71'$

AREA=3,725 SqFt.

N02°46'08"E
135.20'

S02°46'08"W
135.20'

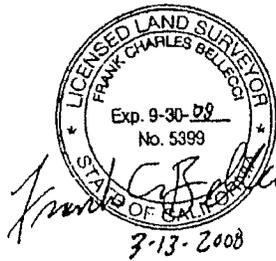
EXISTING CALTRANS
RIGHT OF WAY

N00°20'11"E
159.16'

WEBSTER STREET
STATE ROUTE 260

FUTURE CALTRANS
RIGHT OF WAY

ATLANTIC AVENUE



BELLECCI & ASSOCIATES, INC.

CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
2200 DIAMOND BLVD, SUITE 100, CONCORD, CA 94520
PHONE: (925) 885-4589 FAX: (925) 885-4838

DATE: March 2008

SCALE: 1"=100'

PROJECT NO.: 06046

SHEET 2 OF 2

EXHIBIT A-1

AREA TWO

EXHIBIT C
LIST OF EXISTING TITLE ENCUMBRANCES
(See attached)

1. General and special taxes and assessments for the fiscal year 2008-2009, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2007-2008 are exempt.
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. The fact that the land lies within the boundaries of the Business and Waterfront Improvement Redevelopment Project Area, as disclosed by the document recorded June 21, 1991 as Instrument No. 91-161219 of Official Records.

Document(s) declaring modifications thereof recorded October 12, 2000 as Instrument No. 2000-307991 of Official Records.

Document(s) declaring modifications thereof recorded April 23, 2001 as Instrument No. 2001-134567 of Official Records.

Document(s) declaring modifications thereof recorded April 15, 2003 as Instrument No. 2003-220741 of Official Records.

Document(s) declaring modifications thereof recorded October 19, 2007 as Instrument No. 2007-370534 of Official Records.

The fact that the land lies within the boundaries of the West End Community Improvement Project Area, as disclosed by various documents of record.

Note: Said project areas may have merged.

5. An easement for water pipe lines and incidental purposes, recorded August 18, 1947 as Instrument No. AB70462 in Book 5181, Page 384 of Official Records.

In Favor of: East Bay Municipal Utility District

Affects: A portion of the land

6. An easement for water pipe lines and incidental purposes, recorded October 21, 1949 as Instrument No. AD72533 in Book 5917, Page 589 of Official Records.

In Favor of: East Bay Municipal Utility District

Affects: A portion of the land

7. The terms and provisions contained in the document entitled Stipulation Terminating the Exclusive Use of the Balance of the Lands Subject of this Action, and Order Amending Final Judgment recorded September 03, 1958 as Instrument No. AP89623 in Book 8773, Page 301 of Official Records.

8. Abutter's rights of ingress and egress to or from the freeway or roadway abutting the Eastern boundary of Parcel One have been relinquished in the document recorded May 28, 1959 as Instrument No. AQ63118 in Book 9041, Page 221 of Official Records.
9. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway, roadway or transit facility as contained in the document recorded May 28, 1959 as Instrument No. AQ63118 in Book 9041, Page 221 of Official Records.
10. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway, roadway or transit facility as contained in the document recorded March 29, 1985 as Instrument No. 85-062263 of Official Records.
11. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway, roadway or transit facility as contained in the document recorded May 28, 1959 as Book 9041, Page 221 of Official Records.
12. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway, roadway or transit facility as contained in the document recorded March 29, 1985 as Instrument No. 85-062263 of Official Records.
13. An easement for pedestrian access facilities and underground facilities and incidental purposes, recorded July 28, 2004 as Instrument No. 2004346084 of Official Records.

In Favor of: Community Improvement Commission of the City of Alameda
Affects: A portion of the land

EXHIBIT D

LETTER FROM DISTRICT REGARDING DONATION OF THE PROPERTY

(See attached)

[DISTRICT LETTERHEAD]

[Address to the City of Alameda]

Dear _____:

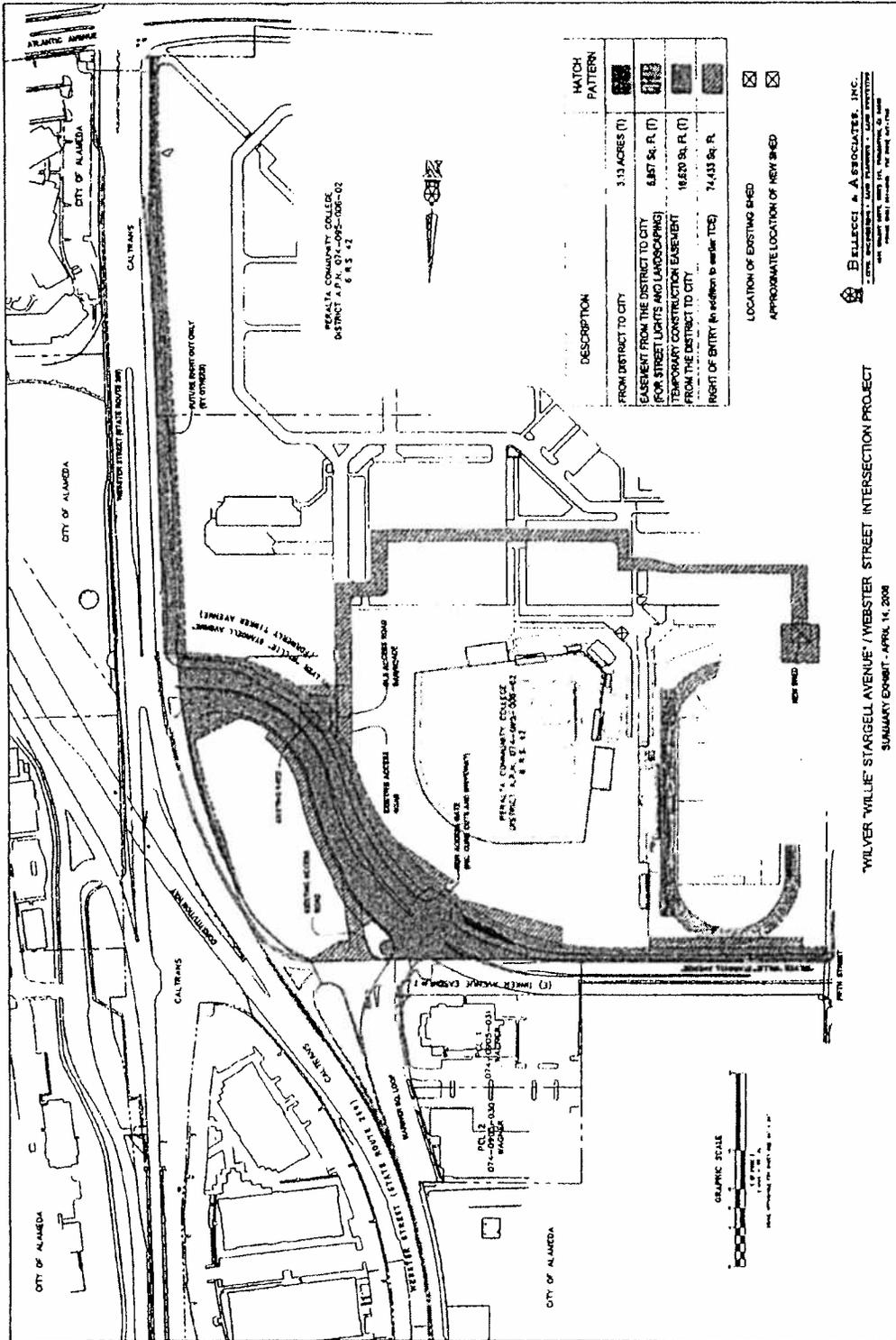
It is our understanding that the City of Alameda ("City") intends to construct an extension of Wilver "Willie" Stargell Avenue, including a new signalized intersection at State 260 Webster Street and Wilver "Willie" Stargell Avenue ("Project") using a portion of the land of the College of Alameda owned by the Peralta Community College District of Alameda County ("District"). The City has provided the District with a map showing the location of the Project and grant and easement deeds describing the District property required for the Project ("Property"). Copies of these documents are attached to this letter. The District has offered to donate the Property to the City to build the Project.

The City has informed the District that it is entitled to receive just compensation for the Property. Having been so informed, by a unanimous vote of the District's Board of Directors on [date], the District elected to donate the Property to the City for the Project, and hereby waives its right to receive just compensation for the Property and releases the City from any obligation to appraise the Property, with the understanding that the construction of the Project in the manner proposed will improve access to the District's property and is a benefit to the District.

Sincerely,

301035774.1

EXHIBIT E
DEPICTION OF THE PROJECT
(See attached)



DESCRIPTION	HATCH PATTERN
FROM DISTRICT TO CITY	3.13 ACRES (1)
EASEMENT FROM THE DISTRICT TO CITY FOUR STREET LIGHTS AND LANDSCAPING	6,857 Sq. Ft. (1)
TEMPORARY CONSTRUCTION EASEMENT FROM THE DISTRICT TO CITY	16,820 Sq. Ft. (1)
RIGHT OF ENTRY (in addition to similar TCE)	7,433 Sq. Ft.

- LOCATION OF EXISTING SHED
- APPROXIMATE LOCATION OF NEW SHED

BELLECCI & ASSOCIATES, INC.
 CIVIL ENGINEERS - LAND PLANNERS - LAND SURVEYORS
 1000 SHAW BLVD., SUITE 100, ALAMEDA, CA 94601
 TEL: (415) 761-1000 FAX: (415) 761-1001

WILVER 'WILLIE' STARGELL AVENUE / WEBSTER STREET INTERSECTION PROJECT
 SUMMARY EXHIBIT - APRIL 14, 2008

EXHIBIT F
FORM OF TRAFFIC CONTROL PLAN
(See attached)

EXHIBIT F

TRAFFIC CONTROL PLAN

Unless and until the District constructs the New Access Road as provided in Section 4.C of this Agreement, District's access to the District's remaining property shown in Exhibit E from Stargell Avenue through the New Access Gate for special events ("Special Events") shall be subject to the following conditions:

1. District will acquire an Events Permit from the City before proceeding with the Special Event. The District shall submit to City an application for an Events Permit at least 20 business days before the Special Event to allow the City to modify road signs, adjust the operation of the signal (the "Signal") at Stargell Avenue and Mariner Square Loop ("MSL") to accommodate the Special Event, and arrange for traffic control personnel to direct traffic at the Special Event. The application shall include a traffic control plan and a fee for City staff time to adjust the Signal, remove and reinstall delineators, and direct traffic. The City shall not unreasonably disapprove the application for the Events Permit.
2. The Signal will be operated as a three-legged intersection signal at all times other than Special Events.
 - a. The left turn lane for the west bound direction of Stargell Avenue at MSL will be used only during Special Events.
 - b. The Signal's detection zone for the west bound direction of Stargell Avenue at MSL will not be activated at times other than Special Events.
 - c. At all times other than Special Events, the left turn lane west bound on Stargell at MSL will be closed to traffic by orange with white stripe delineators with removable bases. The delineators shall be reinstalled immediately following the conclusion of the Special Event.
 - d. During Special Events, the Signal will be set on off-peak fixed time recall mode for the traffic exiting from the District Driveway to Stargell Avenue. Immediately following the conclusion of the Special Event, the Signal shall be reset to normal mode. City staff will make any adjustments to the Signal.
 - e. The hours of Special Events shall be unlimited during Calendar Years 2008 and 2009. The City and the District agree to meet on or before December 1, 2009, to agree in good faith on limitations in the hours of Special Events from and after January 1, 2010, if any, that may be warranted under applicable traffic safety standards. The hours of Special Events shall be unlimited on weekends.

3. City shall construct an asphalt apron at the District Driveway extending for 15 feet west of and perpendicular to Stargell Avenue. The header board of the asphalt shall reach to the grass on the District remaining property.

ATTACHMENT "C"

FORM OF GRANT DEED AND DEED OF EASEMENT

Recording Requested by:
City of Alameda

WHEN RECORDED MAIL TO:
Alameda City Hall
2263 Santa Clara Avenue
Room 380
Alameda, CA 94501
Attention: City Clerk

Space above this line for Recorder's Use

GRANT DEED
(CORPORATION)

District	County	Route	Post	Number
04	Ala	260	0.6/1.2	60700

PERALTA COMMUNITY COLLEGE DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, who acquired title as PERALTA JUNIOR COLLEGE DISTRICT OF ALAMEDA COUNTY, STATE OF CALIFORNIA, A PUBLIC CORPORATION organized and existing under and by virtue of the laws of the State of California, does hereby GRANT to the CITY OF ALAMEDA all that real property in the City of Alameda, County of Alameda, State of California, described as:

See Exhibits "A", "A-1", "B" and "B-1"

Attached hereto and made a part hereof

Number
60700

The grantor further understands that the present intention of the grantee is to construct and maintain a public street and/or highway on the lands hereby conveyed in fee and the grantor, for itself, its successors and assigns, hereby waives any claims for any and all damages to grantor's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of said street and/or highway.

IN WITNESS WHEREOF, said corporation has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed hereto, this _____ day of _____, 20__.

By _____

By _____

[CORPORATE SEAL]

State of California
County of _____

} ss

ACKNOWLEDGMENT

On _____ before me, _____, personally
(Here insert name and title of the officer)
appeared _____

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT 'A' LEGAL DESCRIPTION

Wilver "Willie" Stargell Avenue

A portion of the Lands of Alameda Amusement Co. Inc., as described in a deed recorded in RE. 025 IM. 976 Alameda County Records, Alameda County, California, further described as follows:

Beginning at the most northwesterly corner of said Lands of Alameda Amusement Co. Inc., as described in a deed recorded in RE. 025 IM. 976 A.C.R. Alameda County California; thence from said **Point of Beginning** along the north line of last said Lands of Alameda Amusement Co. Inc. a bearing taken for the purposes of this description as South 87°55'29" East, 912.03 feet; thence leaving last said north line South 37°33'24" West 2.88 feet to the beginning of a curve concave to the east and having a radius of 40.00 feet; thence southerly 7.94 feet along said curve through a central angle of 11°22'23" to a point of cusp with a curve concave to the west and having a radius of 16.00 feet, a radial line to the beginning of said curve bears North 03°49'15" East; thence easterly, southerly and westerly 54.80 feet along said curve through a central angle of 196°15'01" to a point of cusp with a curve concave to the northeast and having a radius of 44.50 feet, a radial line to the beginning of said curve bears South 72°33'08" West; thence southerly 21.25 feet along said curve through a central angle of 27°21'33" to the beginning of a reverse curve concave to the southwest and having a radius of 537.50 feet; thence southeasterly 99.39 feet along said curve through a central angle of 10°35'42" to the beginning of a compound curve concave to the southwest and having a radius of 105.50 feet; thence southerly 38.36 feet along said curve through a central angle of 20°49'50" to the beginning of a reverse curve concave to the east and having a radius of 94.50 feet; thence northerly 23.55 feet along said curve through a central angle of 14°16'32" to the beginning of a reverse curve concave to the east and having a radius of 528.50 feet; thence northerly 170.28 feet along said curve through a central angle of 18°27'36" to the beginning of a reverse curve concave to the northeast and having a radius of 207.50 feet; thence southeasterly 123.98 feet along said curve through a central angle of 34°14'03" to the beginning of a compound curve concave to the northeast and having a radius of 177.27 feet; thence southeasterly 28.02 feet along said curve through a central angle of 09°03'25"; thence on a line radial to last said curve North 37°30'43" East

2.50 feet to the beginning of a non-tangent curve concave to the northeast and having a radius of 174.77 feet, a radial line to the beginning of said curve bears South 37°30'43" West; thence southerly and easterly 67.81 feet along said curve through a central angle of 22°13'54"; thence on a non-tangent line South 20°08'32" West 104.07' feet to the beginning of a non-tangent curve concave to the northeast and having a radius of 138.21 feet, a radial line to the beginning of said curve bears South 33°21'27" West; thence northerly and westerly 13.51 feet along said curve through a central angle of 05°36'09" to the beginning of a reverse curve concave to the southwest and having a radius of 183.00 feet; thence northwesterly 33.04 feet along said curve through a central angle of 10°20'40" to the beginning of a reverse curve concave to the northeast and having a radius of 297.22 feet; thence northerly 248.40 feet along said curve through a central angle of 47°53'06" to the beginning of a non-tangent reverse curve concave to the southwest and having a radius of 514.88 feet, a radial line to the beginning of said curve bears North 77°47'11" East; thence northerly 40.96 feet along said curve through a central angle of 04°33'28" to the beginning of a non-tangent compound curve concave to the southwest and having a radius of 496.00 feet, a radial line to the beginning of said curve bears North 73°11'44" East; thence northerly and westerly 247.54 feet along said curve through a central angle of 28°35'41"; thence on a non-tangent line South 71°49'51" West 20.39 feet; thence North 52°26'36" West 75.47 feet; thence North 15°15'24" West 9.00 feet to the beginning of a non-tangent curve concave to the southwest and having a radius of 481.97 feet, a radial line to the beginning of said curve bears North 33°35'47" East; thence westerly 71.61 feet along said curve through a central angle of 08°30'48"; thence North 57°35'29" West 50.50 feet; thence North 66°28'50" West 47.33 feet; thence on a non-tangent line North 81°05'09" West 41.81 feet; thence North 88°37'33" West 47.53 feet; thence North 82°04'23" West 50.41 feet; thence North 87°55'30" West 50.03 feet; thence South 89°48'03" West 50.40 feet; thence North 84°27'16" West 49.55 feet; thence North 88°50'28" West 200.04 feet; thence South 89°52'18" West 50.29 feet; thence North 83°22'46" West 49.84 feet; thence North 88°32'48" West 11.57 feet to a point on the west line of said Lands of Alameda Amusement Co. Inc., (RE. 025 IM. 976 A.C.R.) ; thence along last said line North 02°05'38" East 11.73 feet to the **Point of Beginning**.

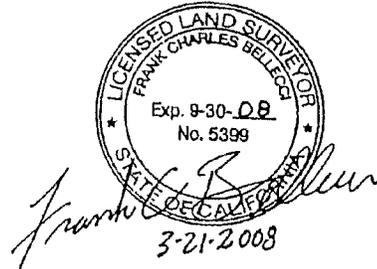
Containing an area of 90,420 square feet (2.08 Acres), more or less

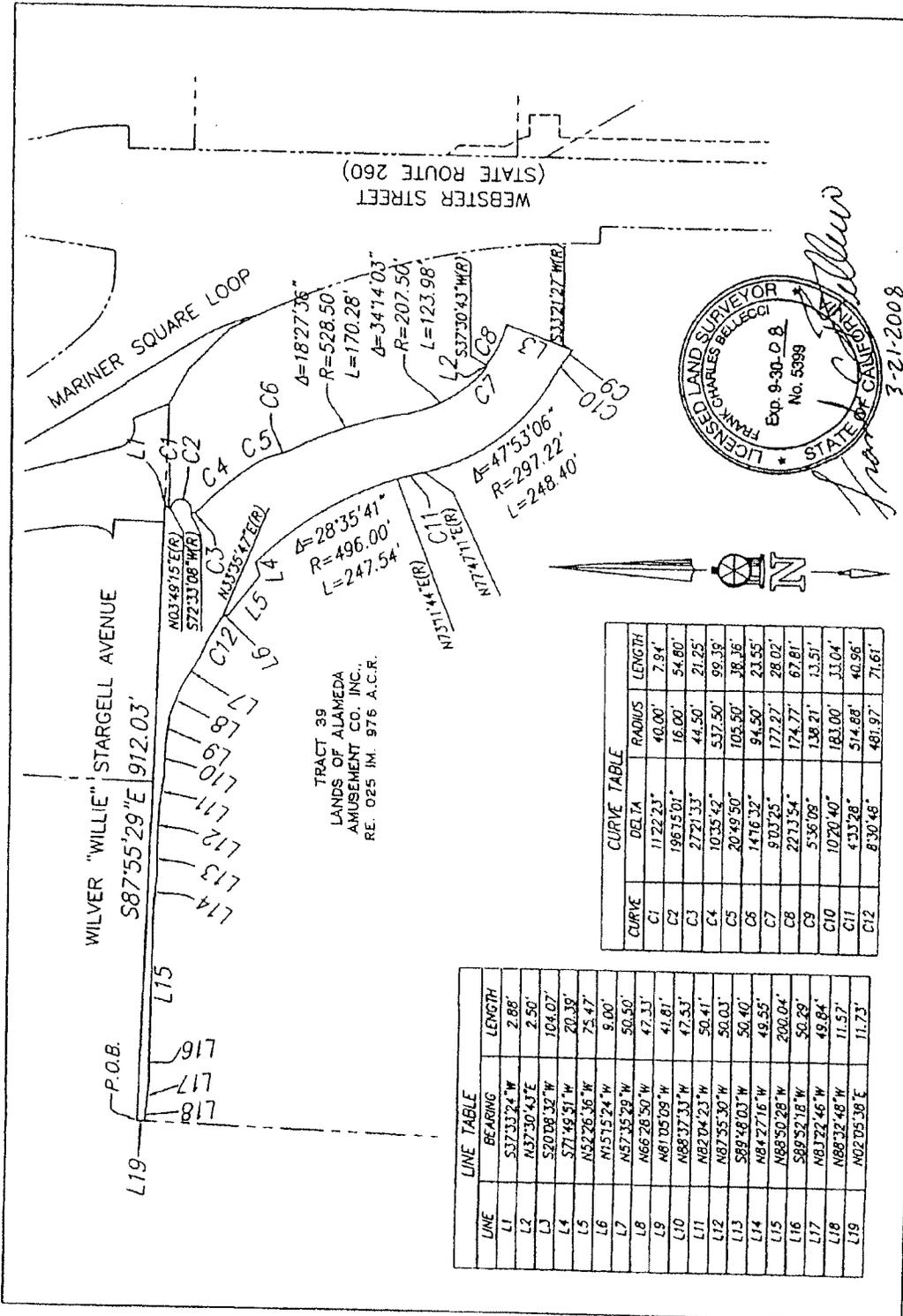
Bearing and Distances referred to hereon are based on the California Coordinate System

of 1983, Zone III. Distances shown are grid distances; multiply distances by 1.0000705 to obtain ground level distances.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

Attached hereto is a plat entitled Exhibit "B" to be made a part hereof.





TRACT 39
LANDS OF ALAMEDA
AMUSEMENT CO. INC.,
RE. 025 IM. 976 A.C.R.

LINE	BEARING	LENGTH
L1	S37°33'24"W	2.88'
L2	N37°30'43"E	2.50'
L3	S20°08'32"W	104.07'
L4	S71°49'51"W	20.39'
L5	N52°26'36"W	75.47'
L6	N1°15'24"W	9.00'
L7	N57°15'29"W	50.50'
L8	N66°28'50"W	47.33'
L9	N61°05'09"W	41.81'
L10	N88°37'33"W	47.53'
L11	N82°04'23"W	50.41'
L12	N87°55'30"W	50.03'
L13	S89°48'03"W	50.40'
L14	N84°27'16"W	49.55'
L15	N88°50'28"W	200.04'
L16	S88°52'18"W	50.29'
L17	N81°22'46"W	49.84'
L18	N88°32'48"W	11.57'
L19	N02°05'38"E	11.73'

CURVE	DELTA	RADIUS	LENGTH
C1	1122.23°	40.00'	7.94'
C2	19875.01°	16.00'	54.60'
C3	2721.33°	44.50'	21.25'
C4	1039.42°	53.50'	99.38'
C5	2049.50°	105.50'	38.36'
C6	1416.32°	94.50'	23.55'
C7	903.25°	177.27'	28.02'
C8	2273.54°	174.77'	67.81'
C9	536.09°	138.21'	73.51'
C10	1020.40°	183.00'	11.04'
C11	433.28°	514.68'	40.96'
C12	830.48°	481.97'	71.61'

BELLECCI & ASSOCIATES, INC.
2290 DIAMOND BOULEVARD
CONCORD, CA 94520
PHONE: (925) 685-4568 FAX: (925) 685-4838

DATE: January 2008 SCALE: 1"=200'
FILE NO.: 06046 SHEET 1 OF 1

EXHIBIT A-1

3-21-2008

EXHIBIT 'B'
LEGAL DESCRIPTION

60700-1
State Highway Route 04-ALA-260
E.A. 44820
Post Mile 0.6/1.2

A portion of Tract 39 of Alameda Marsh Land filed in Book 25 of Maps, Pages 74, 76 and 78 being the lands of Peralta JR. College District as described in a deed recorded in RE 1763 IM 623, Alameda County Records, and a portion of the Lands of Alameda Amusement Co. Inc., as described in a deed recorded in RE. 025 IM. 976 Alameda County Records, Alameda County, California, further described as follows:

Commencing at the northwesterly corner of said Lands of Alameda Amusement Co. Inc., as described in a deed to the Lands of Alameda Amusement Co Inc., recorded in RE. 025 IM. 976 Alameda County Records, Alameda County California; thence from said **Point of Commencement**, a bearing taken for the purposes of this description as South 87°55'29" East, 1061.88 feet along the north line of said Lands of Alameda Amusement Co. Inc., (RE 025 IM 976) to a point on the westerly right of way line of Webster Street also being State Route 260 as described in a deed from the Regents of the University of California recorded May 28, 1959 in Book 9041 of Official Records of Alameda County at Page 221; thence along last said westerly right of way line of Webster Street (9041 OR 221), South 59°25'47" East 105.25 feet to the beginning of a non-tangent curve concave to the southwest and having a radius of 1,149.92 feet, a radial line to the beginning of said curve bears North 59°35'50" East; thence southerly 92.37 feet along said curve through a central angle of 04°36'08" to the **Point of Beginning** of this description; thence from said point of beginning continuing along last said curve having a radius of 1,149.92 feet, 523.90 feet southerly along said curve through a central angle of 26°06'14"; thence along the southerly line of said parcel (9041 OR 221) South 89°41'47" East 25.12 feet to the Westerly right of way line of Webster Street as shown on Record of Survey No. 295, filed April 12, 1967 in Book 6 of Maps at Page 42 Alameda County Records; thence along last said westerly right of way line of Webster Street the following two (2) courses; South 00°18'46" West 893.69 feet and South 02°48'00" West 309.55 feet; thence leaving said westerly right of way line of Webster Street, North 87°12'00" West 4.71 feet; thence North 02°46'08" East 135.20 feet to the beginning of a curve concave to the West and having a radius of 2,283.00 feet; thence

northerly and westerly 237.77 feet along said curve through a central angle of $5^{\circ}58'02''$ to the beginning of a reverse curve concave to the east and having a radius of 2,317.00 feet; thence northerly 132.71 feet along said curve through a central angle of $3^{\circ}16'54''$ to the beginning of a compound curve concave to the east and having a radius of 150.00 feet; thence northerly 24.75 feet along said curve through a central angle of $9^{\circ}27'10''$; thence North $9^{\circ}32'10''$ East 2.47 feet to the beginning of a curve concave to the west and having a radius of 150.00 feet; thence northerly 9.43 feet along said curve through a central angle of $3^{\circ}36'09''$ to the beginning of a compound curve concave to the west and having a radius of 75.00 feet; thence northerly 20.31 feet along said curve through a central angle of $15^{\circ}30'55''$; thence North $09^{\circ}34'54''$ West 3.15 feet to the beginning of a curve concave to the east and having a radius of 150.00 feet; thence northerly 25.99 feet along said curve through a central angle of $09^{\circ}55'37''$; thence North $00^{\circ}20'43''$ East 73.50 feet to the beginning of a curve concave to the west and having a radius of 140.00 feet; thence northerly 17.34 feet along said curve through a central angle of $07^{\circ}05'54''$; thence North $06^{\circ}45'11''$ West 22.93 feet to the beginning of a curve concave to the east and having a radius of 85.00 feet; thence northerly 10.53 feet along said curve through a central angle of $07^{\circ}05'54''$; thence North $00^{\circ}20'43''$ East 9.51 feet; thence North $50^{\circ}32'46''$ West 5.05 feet; thence North $01^{\circ}44'33''$ West 52.61 feet; thence North $56^{\circ}31'24''$ East 8.90 feet; thence North $00^{\circ}20'43''$ East 197.93 feet; thence North $07^{\circ}14'58''$ West 60.53 feet; thence North $00^{\circ}20'43''$ East 107.39 feet; thence North $07^{\circ}51'24''$ East 30.60 feet; thence North $00^{\circ}20'43''$ East 19.79 feet; thence North $84^{\circ}26'10''$ West 21.59 feet; thence North $05^{\circ}33'50''$ East 10.99 feet; thence North $84^{\circ}26'10''$ West 64.65 feet to the beginning of a non-tangent curve concave to the northeast and having a radius of 312.00 feet, a radial line to the beginning of said curve bears South $05^{\circ}33'50''$ West; thence westerly and northerly 25.15 feet along said curve through a central angle of $04^{\circ}37'06''$ to the beginning of a compound curve concave to the northeast and having a radius of 137.77 feet, a radial line to the beginning of said curve bears South $11^{\circ}19'26''$ West; thence westerly and northerly 52.97 feet along said curve through a central angle of $22^{\circ}01'44''$; thence North $20^{\circ}08'32''$ East 104.07 feet; thence North $65^{\circ}49'07''$ East 101.80 feet to the beginning of a non-tangent curve concave to the west and having a radius of 1,144.50 feet, a radial line to the beginning of said curve bears North $80^{\circ}58'39''$ East; thence northerly and westerly 209.29 feet along said curve through a central angle of $10^{\circ}28'38''$ to the beginning of a reverse curve concave to the east and having a radius of 149.00 feet; thence northerly 24.68 feet along said curve through a central angle of $09^{\circ}29'27''$; thence North $10^{\circ}00'32''$ West 5.10 feet to the beginning of a curve concave to the west and having a radius of 100.00 feet; thence northerly 9.62 feet along said curve through a central angle of $05^{\circ}30'45''$; thence North

15°31'18" West 88.89 feet to the Point of Beginning.

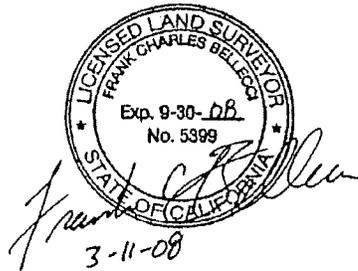
Containing an area of 45,877 square feet (1.05 Acres), more or less.

"This conveyance is made for the purpose of a highway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights including access rights, appurtenant to grantor's remaining property, in and to said highway, over and across the courses described above with a length of 101.80 feet, an arc distance of 209.29 feet, an arc distance of 24.68 feet, a course with a length of 5.10 feet, an arc distance of 9.62 feet, a course with a length of 88.89 feet."

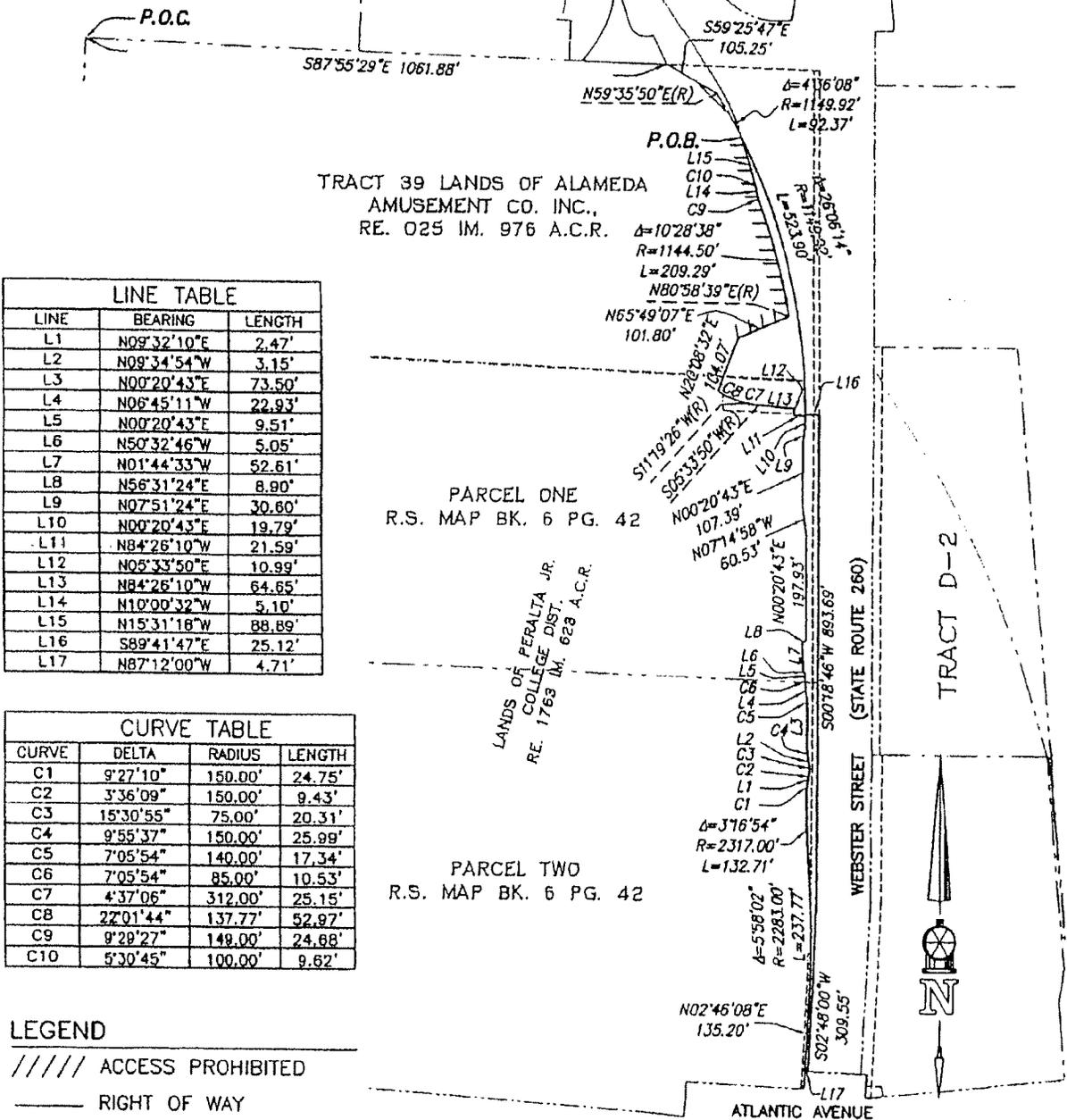
Bearing and Distances referred to hereon are based on the California Coordinate System of 1983, Zone III. Distances shown are grid distances; multiply distances by 1.0000705 to obtain ground level distances.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

Attached hereto is a plat entitled Exhibit "B" to be made a part hereof.



Coordinates, Bearings and Distances shown hereon are based on the California coordinate system, Zone III (1983 Datum)



LINE TABLE		
LINE	BEARING	LENGTH
L1	N09°32'10"E	2.47'
L2	N09°34'54"W	3.15'
L3	N00°20'43"E	73.50'
L4	N06°45'11"W	22.93'
L5	N00°20'43"E	9.51'
L6	N50°32'46"W	5.05'
L7	N01°44'33"W	52.61'
L8	N56°31'24"E	8.90'
L9	N07°51'24"E	30.80'
L10	N00°20'43"E	19.79'
L11	N84°26'10"W	21.59'
L12	N05°33'50"E	10.99'
L13	N84°26'10"W	64.65'
L14	N10°00'32"W	5.10'
L15	N15°31'16"W	88.89'
L16	S89°41'47"E	25.12'
L17	N87°12'00"W	4.71'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	9°27'10"	150.00'	24.75'
C2	3°36'09"	150.00'	9.43'
C3	15°30'55"	75.00'	20.31'
C4	9°55'37"	150.00'	25.99'
C5	7°05'54"	140.00'	17.34'
C6	7°05'54"	85.00'	10.53'
C7	4°37'06"	312.00'	25.15'
C8	22°01'44"	137.77'	52.97'
C9	9°28'27"	148.00'	24.88'
C10	5°30'45"	100.00'	9.62'

LEGEND
 ///// ACCESS PROHIBITED
 ——— RIGHT OF WAY

BELLECCI & ASSOCIATES, INC.
 CIVIL ENGINEERING · LAND PLANNING · LAND SURVEYING
 2290 DIAMOND BLVD, SUITE 100, CONCORD, CA 94520
 PHONE: (925) 685-4569 FAX: (925) 685-4838

DATE: March 2008 SCALE: 1"=250'
 PROJECT NO.: 06046 SHEET 1 OF 1

EXHIBIT B-1

Number
60700-1

Recording Requested by:
City of Alameda

WHEN RECORDED MAIL TO:
Alameda City Hall
2263 Santa Clara Avenue
Room 380
Alameda, CA 94501
Attention: City Clerk

Space above this line for Recorder's Use

EASEMENT DEED (CORPORATION)

PERALTA COMMUNITY COLLEGE DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, who acquired title as PERALTA JUNIOR COLLEGE DISTRICT OF ALAMEDA COUNTY, STATE OF CALIFORNIA, A PUBLIC CORPORATION organized and existing under and by virtue of the laws of the State of California ("Grantor"), does hereby grant to the CITY OF ALAMEDA ("Grantee"),

a permanent easement for the right to construct, reconstruct, plant, renew, alter, operate, maintain, replace (with the initial or any other size) and repair such street lighting and landscaping and all necessary maintenance and ancillary structures and appurtenances thereto, over and within such easement area as is described in said Exhibit "A", attached hereto, together with the free right of ingress, egress and emergency access to said easement over and across the remaining portion of the Grantor's property, provided that said rights of ingress, egress and emergency access shall be limited to established roadways, pathways, avenues or other routes to the extent possible and as reasonably necessary for the proper use of the rights granted herein.

The provisions of this easement deed shall inure to the benefit of and be binding upon the heirs, successors, assigns, and personal representatives of the respective parties.

IN WITNESS WHEREOF, said corporation has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed hereto, this _____ day of _____, 20____.

By _____

By _____

[CORPORATE SEAL]

State of California
County of _____

} ss

ACKNOWLEDGMENT

On _____ before me, _____, personally
(Here insert name and title of the officer)
appeared _____

_____, who proved to me on the basis
of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on
the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and
correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT 'A'
LEGAL DESCRIPTION
State Highway Route 04-ALA-260
E.A. 44820
Post Mile 0.6/1.2

A portion of *Parcel 1* and *Parcel 2* as said parcels are shown on that certain *Record of Survey* map entitled *R/S. No.295* filed April 12, 1967, in R.S. Map Book 6 at Page 42, Alameda County Records also being a portion of the lands of Peralta JR. College District as described in a deed recorded in RE. 1763 IM. 623, Alameda County Records, California, further described as follows:

Area 1:

Being an easement for landscaping and lighting purposes described as follows:

Commencing at the northwesterly corner of the Lands of Alameda Amusement Co. Inc., as described in a deed recorded in RE. 025 IM. 976 Alameda County Records, Alameda County California; thence from said **Point of Commencement**, a bearing taken for the purposes of this description as South 87°55'29" East 1061.88 feet along the northerly line of said Lands of Alameda Amusement Co. Inc., (RE. 025 IM. 976) to a point on the westerly right of way line of Webster Street also being State Route 260 (SR 260) as described in a deed from the Regents of the University of California recorded May 28, 1959 in Book 9041 of Official Records of Alameda County at Page 221; thence along last said right of way line of Webster Street (9041 OR 221), South 59°25'47" East 105.25 feet to the beginning of a non-tangent curve concave to the southwest and having a radius of 1149.92 feet, a radial line to the beginning of said curve bears North 59°35'50" East; thence southerly 616.27 feet along said curve through a central angle of 30°42'22"; thence leaving last said westerly right of way line of Webster Street right of way (9041 OR 221) South 10°46'23" West 2.06 feet to the **Point of Beginning** of this description also being a point on the future right of way line of Webster Street (SR 260); thence from said point of beginning and along last said future right of way line South 00°20'43" West 19.79 feet; thence South 07°51'24" West 30.60 feet; thence South 00°20'43" West 107.39 feet; thence South 07°14'58" East 60.53 feet; thence South 00°20'43" West 197.93 feet; thence leaving last said future right of way line South 56°31'24" West 6.02 feet to a point herein described as **Point "A"**; thence from last said **Point "A"** North 00°20'43" East 200.95 feet; thence North 07°14'58" West 60.53 feet; thence North 00°20'43" East 158.67 feet; thence South 84°26'10" East 9.04 feet to the **Point of Beginning**.

Containing an area of 2,232 Square Feet (0.05 Acres) more or less

Area 2:

Being an easement for landscaping and lighting purposes described as follows:

Commencing at hereinabove described Point "A", thence South 00°50'49" West 54.18 feet to the **Point of Beginning** of this description; thence from last said point of beginning South 50°32'46" East 5.05 feet to a point on the future right of way line of Webster Street (SR 260); thence along last said line South 00°20'43" West 9.51 feet to the beginning of a curve concave to the East and having a radius of 85.00 feet; thence southerly 10.53 feet along said curve through a central angle of 7°05'54"; thence South 06°45'11" East 22.93 feet to the beginning of a curve concave to the West and having a radius of 140.00 feet; thence southerly 17.34 feet along said curve through a central angle of 7°05'54"; thence South 00°20'43" West 73.50 feet to the beginning of a curve concave to the East and having a radius of 150.00 feet; thence southerly 25.99 feet along said curve through a central angle of 9°55'37"; thence South 09°34'54" East 3.15 feet to the beginning of a curve concave to the West and having a radius of 75.00 feet; thence southerly 20.31 feet along said curve through a central angle of 15°30'55" to the beginning of a compound curve concave to the West and having a radius of 150.00 feet; thence southerly 9.43 feet along said curve through a central angle of 03°36'09"; thence South 09°32'10" West 2.47 feet to the beginning of a curve concave to the West and having a radius of 150.00 feet; thence southerly 24.75 feet along said curve through a central angle of 09°27'10" to the beginning of a reverse curve concave to the East and having a radius of 2,317.00 feet; thence southerly 132.71 feet along said curve through a central angle of 03°16'54" to the beginning of a reverse curve concave to the West and having a radius of 2283.00; thence southerly 237.77 feet along said curve through a central angle of 05°58'02"; thence South 02°46'08" West 135.20 feet; thence said future right of way line of Webster Street (SR 260) North 87°13'50" West 5.00 feet; thence North 02°46'08" East 135.20 feet to the beginning of a curve concave to the West and having a radius of 2278.00 feet; thence northerly 237.25 feet along said curve through a central angle of 5°58'02" to the beginning of a reverse curve concave to the East and having a radius of 2322.00 feet; thence northerly 132.99 feet along said curve through a central angle of 3°16'54"; thence North 00°20'11" East 159.16 feet; thence North 02°47'56" West 63.35 feet to the **Point of Beginning**.

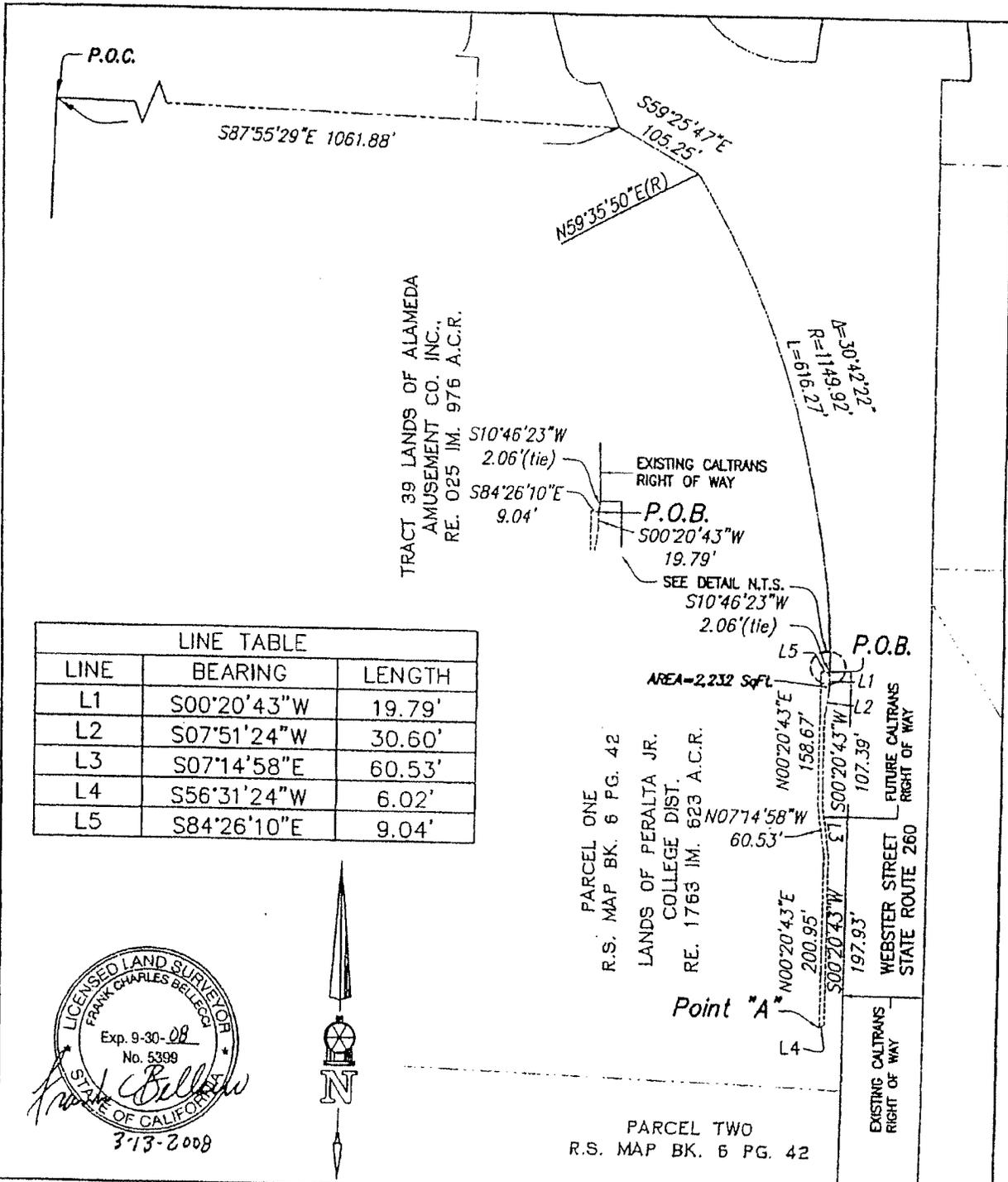
Containing an area of 3,725 square feet (0.09 Acres), more or less

Bearing and Distances referred to hereon are based on the California Coordinate System of 1983, Zone III. Distances shown are grid distances; multiply distances by 1.0000705 to obtain ground level distances.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

Attached hereto is a plat entitled Exhibit "B" to be made a part hereof.





LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°20'43"W	19.79'
L2	S07°51'24"W	30.60'
L3	S07°14'58"E	60.53'
L4	S56°31'24"W	6.02'
L5	S84°26'10"E	9.04'

LICENSED LAND SURVEYOR
FRANK CHARLES BELLECCI
Exp. 9-30-08
No. 5399
Frank Bellecci
STATE OF CALIFORNIA
3-13-2008



BELLECCI & ASSOCIATES, INC.
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
2290 DIAMOND BLVD, SUITE 100, CONCORD, CA 94520
PHONE: (925) 885-4589 FAX: (925) 885-4838

DATE: March 2008
PROJECT NO.: 06046

SCALE: 1"=150'
SHEET 1 OF 2

EXHIBIT A-1
AREA ONE

PARCEL ONE
R.S. MAP BK. 6 PG. 42

Point "A"

S00°50'49"W
54.18'(TIE)

P.O.B.

N02°47'56"W
63.35'

N00°20'11"E
159.16'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N87°13'50"W	5.00'
L2	S50°32'46"E	5.05'
L3	S00°20'43"W	9.51'
L4	S06°45'11"E	22.93'
L5	S00°20'43"W	73.50'
L6	S09°34'54"E	3.15'
L7	S09°32'10"W	2.47'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	7°05'54"	85.00'	10.53'
C2	7°05'54"	140.00'	17.34'
C3	9°55'37"	150.00'	25.99'
C4	15°30'55"	75.00'	20.31'
C5	3°36'09"	150.00'	9.43'
C6	9°27'10"	150.00'	24.75'

PARCEL TWO
R.S. MAP BK. 6 PG. 42
LANDS OF PERALTA JR.
COLLEGE DIST.
RE. 1763 IM. 623 A.C.R.

$\Delta=5'58'02"$
 $R=2278.00'$
 $L=237.25'$

$\Delta=3'16'54"$
 $R=2322.00'$
 $L=132.99'$

$\Delta=5'58'02"$
 $R=2283.00'$
 $L=237.77'$

FUTURE CALTRANS
RIGHT OF WAY

WEBSTER STREET
STATE ROUTE 260

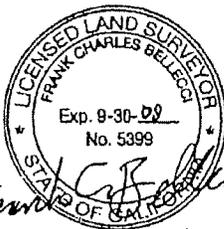
AREA=3,725 SqFt.

N02°46'08"E
135.20'

S02°46'08"W
135.20'

EXISTING CALTRANS
RIGHT OF WAY

ATLANTIC AVENUE



Frank C. Bellecci
7-13-2008



BELLECCI & ASSOCIATES, INC.

CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING

2200 DIAMOND BLVD, SUITE 100, CONCORD, CA 94520
PHONE: (925) 685-4589 FAX: (925) 685-4838

DATE: March 2008

PROJECT NO.: 06046

SCALE: 1"=100'

SHEET 2 OF 2

EXHIBIT A-1

AREA TWO