

Board Office Use: Legislative File Info.	
File ID Number	19-2362
Introduction Date	12/11/19
Enactment Number	19-1877
Enactment Date	12/11/19 os



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Timothy White, Deputy Chief Facilities
Josh Daniels, General Counsel

Board Meeting Date December 11, 2019

Subject First Amendment to Grant of Easement – Fruitvale Station LLC and Education for Change – Lazear Charter Academy

Action Requested and Recommendation Approval by the Board of Education of First Amendment to Grant of Easement between Oakland Unified School District (Grantor), Fruitvale Station, LLC, a Delaware limited liability company (Grantee), and Education for Change (School Operator), pertaining to an easement located on 824 29th Avenue, Oakland, CA. The parties agree to memorialize the terms and conditions under which Grantee approves and agrees that School Operator, subject to the provisions of the Facilities Use Agreement or otherwise with the express written consent of Grantor, shall have the right to: (a) place two (2) modular portable buildings on the Easement Area; and, (b) change the surface elevation of the Easement Area by more than one (1) foot.

Background Grantor and Grantee’s predecessor-in-interest, Del Monte Plant 237 Associates, LLC, a California limited liability company, as grantee, entered into a Grant of Easement, dated March 5, 1996, and recorded as Document Number 96058585 on March 8, 1996, in the Official Records of Alameda County, California.

The Grant of Easement provides, among other provisions, that Grantee is granted a perpetual easement and right-of-way for the purpose of laying down, constructing, reconstructing, removing, replacing, repairing, maintaining, operating and using for the transmission and distribution of water, a storm drain in, under, along and across the Servient Property of Grantor; Grantor shall not place on said right-of-way or Easement Area any building or structure; and, Grantor is reserved the right to landscape the Easement Area in a manner consistent with Grantee’s use, however, Grantor shall not change the existing surface elevation of the Easement Area by more than one (1) foot without the prior written consent of Grantee (which consent may not be unreasonably withheld or delayed), all as more particularly described in the Grant of Easement.

Grantee acknowledges that the Servient Property is a public school site that, commencing on or before the Effective Date, shall be operated in accordance with that certain Charter School Facilities Program Use Agreement For Education For Change Public Schools – Lazear Charter Academy between Grantor and School Operator which commenced on July 1, 2015 (the “Facilities Use Agreement”).



Modification	This amendment memorialize the terms and conditions under which Grantee approves and agrees that School Operator, subject to the provisions of the Facilities Use Agreement or otherwise with the express written consent of Grantor, shall have the right to: (a) place two (2) modular portable buildings on the Easement Area; and, (b) change the surface elevation of the Easement Area by more than one (1) foot.
Fiscal Impact	None
Attachments	<ul style="list-style-type: none">• First Amendment to Grant of Easement

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
DOCUMENT TO:**

Fruitvale Station LLC
c/o SyWest Development LLC
150 Pelican Way
San Rafael, CA 94901
Attn: Russ Young, Esq.

Space Above This Line for Recorder's Use Only

FIRST AMENDMENT TO GRANT OF EASEMENT

THIS FIRST AMENDMENT TO GRANT OF EASEMENT (this "**Amendment**") is made as of the 11th day of December, 2019 (the "**Effective Date**"), by and between OAKLAND UNIFIED SCHOOL DISTRICT, a school district formed and existing under the laws of the State of California ("**Grantor**"), FRUITVALE STATION LLC, a Delaware limited liability company ("**Grantee**"), and EDUCATION FOR CHANGE, a California nonprofit public benefit corporation ("**School Operator**").

RECITALS

A. Grantor is the owner of fee title to certain real property located in Oakland, California (the "**Servient Property**"), and Grantee is the owner of fee title to certain real property located in Oakland, California adjacent to the Servient Property (the "**Dominant Property**").

B. Grantor and Grantee's predecessor-in-interest, Del Monte Plant 237 Associates, LLC, a California limited liability company, as grantee, entered into that certain Grant of Easement, dated March 5, 1996, and recorded as Document Number 96058585 on March 8, 1996, in the Official Records of Alameda County, California (the "**Grant of Easement**").

C. The Grant of Easement provides, among other provisions, that: Grantee is granted a perpetual easement and right-of-way for the purpose of laying down, constructing, reconstructing, removing, replacing, repairing, maintaining, operating and using for the transmission and distribution of water, a storm drain (the "**Storm Drain**") in, under, along and across the Servient Property of Grantor; Grantor shall not place on said right-of-way (sometimes referred to in the Grant of Easement as the "easement area", and referred to herein as the "**Easement Area**") any building or structure; and, Grantor is reserved the right to landscape the Easement Area in a manner consistent with Grantee's use, however, Grantor shall not change the existing surface elevation of the Easement Area by more than one (1) foot without the prior written consent of Grantee (which consent may not be unreasonably withheld or delayed), all as more particularly described in the Grant of Easement. A legal description of, and a site plan showing the location of,

the Easement Area on the Servient Property is attached hereto as "Exhibit A" and incorporated herein.

D. Grantee acknowledges that the Servient Property is a public school site that, commencing on or before the Effective Date, shall be operated in accordance with that certain Charter School Facilities Program Use Agreement For Education For Change Public Schools – Lazear Charter Academy between Grantor and School Operator (which is undated), and which commenced on July 1, 2015 (the "**Facilities Use Agreement**"). As of the Effective Date, the School Operator is Education for Change, a California nonprofit public benefit corporation.

E. Subject to the provisions of this Amendment, Grantor, Grantee and School Operator desire to memorialize the terms and conditions under which Grantee approves and agrees that School Operator, subject to the provisions of the Facilities Use Agreement or otherwise with the express written consent of Grantor, shall have the right to: (a) place two (2) modular portable buildings on the Easement Area; and, (b) change the surface elevation of the Easement Area by more than one (1) foot.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements herein contained, Grantor and Grantee hereby agree as follows:

1. Recitals Incorporation. All of the provisions of the Recitals set forth above are incorporated into this Agreements section of this Amendment.

2. Grantor's or School Operator's Right to Place Two Buildings on the Easement Area. Notwithstanding the contrary provisions of the Grant of Easement, School Operator shall have the right to place two (2) modular portable buildings (collectively, "**Buildings**") on the Easement Area [with large portions of one (1) such building being on the Easement Area and a small portion of one (1) such building being on the Easement Area] in the locations shown on the site plan attached hereto as "Exhibit A", subject to and conditioned on: (a) School Operator shall remove such Buildings completely from the Easement Area within thirty (30) days (or within forty-eight (48) hours in the event of an emergency) after School Operator or Grantor receives a written notice from Grantee that Grantee is exercising Grantee's right under the Grant of Easement to reconstruct, remove, replace, repair or maintain the Storm Drain; (b) such written notice is an ongoing right of Grantee, and may be delivered to School Operator (or delivered to Grantor in the event that the Facilities Use Agreement is terminated or expires or School Operator ceases to possess the Servient Property) one or more times during the term of such perpetual easement; (c) School Operator shall not place more than two Buildings on the Easement Area, and School Operator shall not place any non-modular building or non-portable building on the Easement Area; (d) School Operator shall not relocate, from those locations shown on the site plan attached hereto as "Exhibit A", either of such two (2) Buildings to any other location(s) in the Easement Area without Grantee's prior written approval (which approval shall not be unreasonably withheld, conditioned or delayed); (e) upon School Operator's removal of such Buildings from the Easement Area per

clause (a), above, School Operator shall not replace any portion of any building on the Easement Area unless and until School Operator receives (or Grantor receives in the event that the Facilities Use Agreement is terminated or expires or School Operator ceases to possess the Servient Property) a written notice from Grantee that Grantee has completed all such reconstructing, removing, replacing, repairing or maintaining of the Storm Drain; and (f) all costs of removing and re-installing the Buildings over the Easement Area shall be at no sole cost or expense to Grantee. The parties agree that Grantor may elect to exercise any or all of the rights granted to School Operator under this Section 2, if desired by Grantor in its sole and absolute discretion, subject to the same conditions, restrictions and limitations set forth in this Section 2. However, in the event that the Facilities Use Agreement is terminated or expires or School Operator ceases to possess the Servient Property, Grantor shall perform School Operator's duties and obligations in this Amendment, including, but not limited to, in this Section 2.

3. Grantor's or School Operator's Right to Change the Surface Elevation of the Easement Area by More Than One (1) Foot. Notwithstanding the contrary provisions of the Grant of Easement, School Operator shall have the right to change, at School Operator's sole cost and expense, after the Effective Date of this Amendment, the surface elevation of the Easement Area by more than one (1) foot, however, in no event shall Grantor or School Operator change the surface elevation of the Easement Area by more than eighteen (18) inches in relation to the surface elevation of the Easement Area in existence as of the Effective Date of this Amendment. However, the provisions of this Section 3 shall not affect or modify Grantee's rights or Grantor's or School Operator's obligations set forth in Section 2 above. The parties agree that Grantor may elect to exercise any or all of the rights granted to School Operator under this Section 3, if desired by Grantor in its sole and absolute discretion, subject to the same conditions, restrictions and limitations set forth in this Section 3. However, in the event that the Facilities Use Agreement is terminated or expires or School Operator ceases to possess the Servient Property, Grantor shall perform School Operator's duties and obligations in this Amendment, including, but not limited to, in this Section 3. Provided that School Operator and Grantor have complied with the eighteen (18) inch limitation on the surface elevation of the Easement Area set forth above, upon or after the expiration or earlier termination of the Term (defined in Section 5 below), neither School Operator nor Grantor shall be required to restore the grade of the Servient Property to the grade in existence as of the Effective Date of this Amendment.

4. Attorney's Fees. In the event that any party to this Amendment shall institute any action or proceeding against any other party arising out of or based upon this Amendment, or by reason of any default hereunder, the prevailing party in such action or proceeding shall be entitled to recover from the other non-prevailing party (but not any other party that was not a party to such action or proceeding) all costs of such action or proceeding, including reasonable attorneys' fees and court costs.

5. Successors and Assigns; Term of School Operator's Rights and Obligations. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. If Grantor elects to assign its rights, benefits, work, obligations or duties under this Amendment or the Grant of Easement to any other third

party, including, but not limited to, a substitute for or in addition to School Operator, Grantor shall notify Grantee thereof in writing at least twenty (20) days prior to the effective date of such assignment. However, nothing under this Amendment, including, but not limited to, this Section 5, shall release, modify, relieve or alter Grantor's obligation to perform any work, obligation or duty of Grantor under the Grant of Easement or this Amendment in the event that the School Operator or any successor or assignee of Grantor does not perform such work, obligation or duty. To the extent that the School Operator or any successor or assignee of Grantor fails to perform any work, obligation or duty of Grantor under the Grant of Easement or this Amendment, Grantor shall promptly and fully perform such work, obligation or duty within thirty (30) days after Grantor receives from Grantee written notice of such failure. The term of School Operator's rights and obligations contained in this Amendment ("**Term**") shall be in effect only for so long as School Operator has possession of the Servient Property pursuant to the Facilities Use Agreement or other legally binding agreement entered into and executed between Grantor and School Operator. Prior to the expiration or earlier termination of the Term, School Operator shall remove the Buildings from the Servient Property and be responsible to Grantee for any damage to the Easement Area caused by the construction, operation, maintenance or removal of the Buildings, without any liability to Grantor whatsoever. Notwithstanding the foregoing, prior to the expiration or earlier termination of the Term, Grantor may provide written notice to School Operator of Grantor's election to retain the Buildings on the Servient Property (subject to the conditions, restrictions and limitations set forth in Section 2 above), in which case, School Operator shall surrender the Buildings to Grantor in good condition, at no cost or expense to Grantor or Grantee.

6. Merger; Integration. This Amendment shall not be altered, amended, changed, waived, terminated or otherwise modified in any respect, unless the same shall be in writing and signed by or on behalf of the party to be charged. All prior statements, understandings, representations and agreements between the parties in connection with this transaction, oral or written, are superseded by and merged into this Amendment provided, however, nothing in this Amendment shall be deemed to amend or modify the Facilities Use Agreement, which remains fully enforceable and in effect between Grantor and School Operator. In the event of any inconsistency between the provisions of this Amendment and the provisions of the Grant of Easement, the provisions of this Amendment shall supersede and prevail.

7. California Laws. This Amendment shall be interpreted and enforced in accordance with the laws of the State of California without reference to principles of conflicts of laws.

8. Severability. If any provision of this Amendment shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Amendment, and therefore, the provisions of this Amendment are intended to be and shall be severable.

10. Drafting of this Amendment. Grantor, Grantee and School Operator have participated in the drafting of this Amendment or have had the opportunity to do so, and should any of its provisions be found ambiguous, such provisions shall not be strictly construed against either party.

11. Effectiveness of this Amendment. This Amendment shall not be binding or effective unless and until it is executed and delivered by all of the parties hereto.

12. Execution of Further Documents. Grantor, Grantee and School Operator shall execute any other documents reasonably necessary to evidence the provisions of this Amendment.

13. Notices.

(a) The address of School Operator for notice purposes under this Amendment and the Grant of Easement shall be:

Education for Change
c/o Lazear Charter Academy
824 29th Avenue
Oakland, CA 94601
nsoto@efcps.net

(b) The address of Grantor for notice purposes under this Amendment and the Grant of Easement shall be:

Oakland Unified School District
1000 Broadway, Suite 680
Oakland, CA 94607
Attn: Superintendent

(c) The address of Grantee for notice purposes under this Amendment and the Grant of Easement shall be:

Fruitvale Station LLC
c/o SyWest Development LLC
150 Pelican Way
San Rafael, CA 94901
Attn: Property Management Dept.

All notices hereunder must be served by reputable courier service which provides for written evidence of delivery, or by certified or registered mail, postage prepaid, addressed to a party set forth above, or at such other address as a party may designate by written notice pursuant to this Section 13. Any notice given in accordance with this Section 13

shall be deemed effective upon receipt or attempted delivery, as indicated by the return receipt.

14. Warranty of Authority. The persons indicated below are legally authorized to execute this Amendment on behalf of the respective parties, and to bind the respective parties to this Amendment.

IN WITNESS WHEREOF, Grantor, Grantee and School Operator have entered into this Amendment as of the date first written above.

GRANTOR:

OAKLAND UNIFIED SCHOOL DISTRICT, a school district formed and existing under the laws of the State of California

By: Jody London
Name: Jody London
Title: President, Board of Education

By: Kyla Johnson-Trammell
Name: Kyla Johnson-Trammell
Title: Superintendent and Secretary, Board of Education

GRANTEE:

FRUITVALE STATION LLC, a Delaware limited liability company

By: SyWest Holdings LLC, a California limited liability company
Its: Member/Manager

By: Syufy Enterprises, a California limited partnership
Its: Member/Manager

By: Syufy Properties, Inc., a California corporation
Its: General Partner

By: _____
William Vierra
Its: Senior Vice President

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE
By: Joshua R. Daniels 1/22/20
Joshua R. Daniels, General Counsel

SCHOOL OPERATOR:

EDUCATION FOR CHANGE, a California nonprofit public benefit corporation

By: _____

Print Name: _____

Title: _____



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

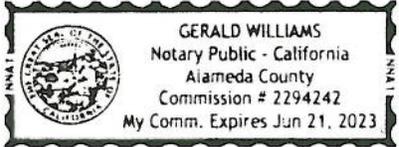
STATE OF CALIFORNIA)
COUNTY OF Alameda)

On January 22, 2020 before me, Gerald Williams, personally appeared Kyla Johnson, 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 [Handwritten Signature]



(This area for notary stamp)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

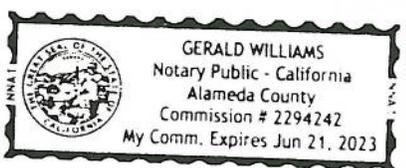
STATE OF CALIFORNIA)
COUNTY OF Alameda)

On January 22, 2020 before me, Gerald Williams, personally appeared Sody London, 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 [Handwritten Signature]



(This area for notary stamp)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

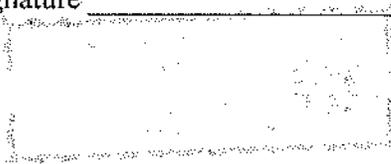
STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature _____



(This area for notary stamp)

RECORDING REQUESTED BY
FIRST AMERICAN TITLE

RECORDING REQUESTED BY

Del Monte Plant 237 Associates, LLC

AND WHEN RECORDED MAIL TO:

Del Monte Plant 237 Associates, LLC
2565 Merced Street
San Leandro, CA 94577
Attn: Mr. Peter M. Reynolds

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



46.00

96058585 11:08am 03/08/96

005 669442 24 33 000005
002 6 7.00 15.00 0.00 0.00 0.00 0.00 15.00
0.00

155714/PTR

SPACE ABOVE THIS LINE FOR RECORDER'S USE

(14)

GRANT OF EASEMENT

Consideration Less
TR & N 3100

THIS INDENTURE, made by and between OAKLAND UNIFIED SCHOOL DISTRICT, a public corporation, hereinafter called the Grantor, and DEL MONTE PLANT 237 ASSOCIATES, LLC, a California limited liability company, hereinafter called the Grantee,

WITNESSETH:

THAT the Grantor, for a good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, hereby grants to the Grantee and to its successors and assigns a perpetual easement and right-of-way for the purpose of laying down, constructing, reconstructing, removing, replacing, repairing, maintaining, operating and using, as the Grantee may see fit, for the transmission and distribution of water, a storm drain and all necessary braces, connections, fastenings and other appliances and fixtures including underground telemetry and electrical cables for use in connection therewith or appurtenant thereto, in, under, along and across that certain real property described in Exhibit "A" attached hereto and made a part hereof.

TOGETHER with the right of ingress to and egress from said right-of-way and the right at all times to enter in, over and upon said right-of-way and every part thereof and also to use said right-of-way for all purposes connected with the laying down, constructing, reconstructing, replacing, removing, repairing, maintaining, operating and using said pipe or pipelines.

The Grantor and the Grantor's heirs, successors, or assigns shall not place or permit to be placed on said right-of-way any building or structure, including but not limited to houses, garages, outbuildings, swimming pools, retaining walls, decks, and patios nor do nor allow to be done anything which may interfere with the full enjoyment by the Grantee of the rights herein granted.

The above paragraph notwithstanding, Grantor reserves the right to landscape the easement area in a manner consistent with the Grantee's use; however, such use by Grantor shall not include a change in the existing surface elevation (i.e., the grade following initial improvement) of the easement area by more than one (1) foot without first having prior written consent of the Grantee, which consent shall not be unreasonably withheld or delayed.

The Grantee agrees that said pipe or pipelines shall be constructed and maintained at a depth of at least eighteen (18) inches below the present surface of the ground.

96058585

The Grantee agrees upon the completion of any of its work hereunder to restore as near as possible the surface of the ground to the condition in which it was prior to the commencement of said work. The Grantee shall indemnify, defend, and hold Grantor harmless from and against all loss, cost, damage and expense, including reasonable attorneys' fees, arising out of or in connection with Grantee's use of the easement granted herein.

TO HAVE AND TO HOLD, all singular, the rights above described unto the Grantee and the Grantee's successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this indenture this 5th day of March, 1996.

GRANTOR:

Oakland Unified School District, a public corporation

By: Carolyn M. Gevridge
Its: Carolyn M. Gevridge, Secretary
Bd. of Education

By: Lucella Harrison
Its: Lucella Harrison,
President, Bd. of Education

GRANTEE:

Del Monte Plant 237 Associates, LLC, a California limited liability company

By: TFG Associates, LLC, a California limited liability company, its Member

By: Peter M. Reynolds
Peter M. Reynolds, President

EE

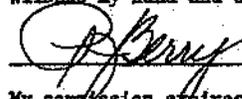
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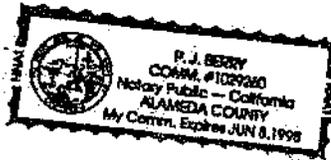
STATE OF California)
COUNTY OF Alameda)

ON March 6, 1996 BEFORE ME, P. J. BERRY

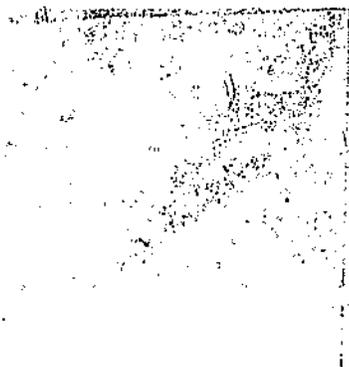
personally appeared PETER M. REYNOLDS
personally known to me (or proved to me on the basis of satisfactory
evidence) to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that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

WITNESS my hand and official seal.


My commission expires June 8, 1998



NOTARY ACKNOWLEDGMENT



96058585

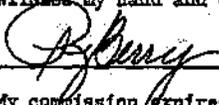
STATE OF California)
COUNTY OF Alameda)

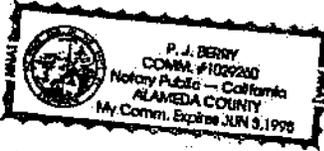
ON March 6, 1996 BEFORE ME, P. J. BERRY,

personally appeared Carolyn M. Gettridge, and Lucella Harrison,

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

WITNESS my hand and official seal.


My commission expires June 8, 1998



NOTARY ACKNOWLEDGMENT

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Exhibit A

96058585

LEGAL DESCRIPTION

LAZEAR SCHOOL SITE
PRIVATE STORM DRAINAGE EASEMENT

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN DEED RECORDED ON MARCH 8, 1996, 1996, SERIES NUMBER 96-058583 OFFICIAL RECORDS OF ALAMEDA COUNTY, ALSO BEING A PORTION OF THAT CERTAIN 3.99 ACRE PARCEL OF LAND DESIGNATED AS PARCEL B ON THAT CERTAIN PARCEL MAP WAIVER MAP ENTITLED "PARCEL MAP WAIVER DEL MONTE / LAZEAR SCHOOL MARCH 3, 1995", ON FILE, UNDER PMW 96-3, AT THE CITY OF OAKLAND PLANNING DEPARTMENT, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A 10 FOOT WIDE STRIP OF LAND, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHEASTERLY LINE OF 29TH AVENUE (80 FEET WIDE) AT THE INTERSECTION THEREOF WITH THE SOUTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED TO THE SOUTHERN PACIFIC COMPANY RECORDED IN BOOK 1863 OF DEEDS AT PAGE 243 OFFICIAL RECORDS;

THENCE FROM SAID POINT OF COMMENCEMENT, ALONG SAID SOUTHEASTERLY LINE OF 29TH AVENUE, SOUTH 37° 28' 45" WEST, 517.78 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY LINE OF THE AFOREMENTIONED PARCEL B, SAID POINT BEING THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE DESIGNATED AS "NORTH 40° 40' 49" EAST, 270.01" ON SAID MAP;

THENCE ALONG SAID NORTHWESTERLY BOUNDARY LINE, NORTH 40° 40' 49" EAST, 146.45 FEET, TO THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID NORTHWESTERLY BOUNDARY LINE, SOUTH 51° 17' 01" EAST, 329.75 FEET TO A POINT ON THE SOUTHEASTERLY BOUNDARY LINE OF SAID PARCEL B;

THENCE ALONG SAID SOUTHEASTERLY BOUNDARY LINE, NORTH 35° 02' 35" EAST, 7.24 FEET;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY BOUNDARY LINE, NORTH 10° 26' 47" EAST, 3.15 FEET;

THENCE LEAVING SAID SOUTHEASTERLY BOUNDARY LINE, NORTH 51° 17' 01" WEST, 327.45 FEET TO A POINT ON THE AFOREMENTIONED NORTHWESTERLY BOUNDARY LINE OF SAID PARCEL B;

THENCE ALONG SAID NORTHWESTERLY BOUNDARY LINE, SOUTH 40° 40' 48" WEST, 10.01 FEET, TO THE TRUE POINT OF BEGINNING.

CONTAINING 3291 SQUARE FEET, MORE OR LESS.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

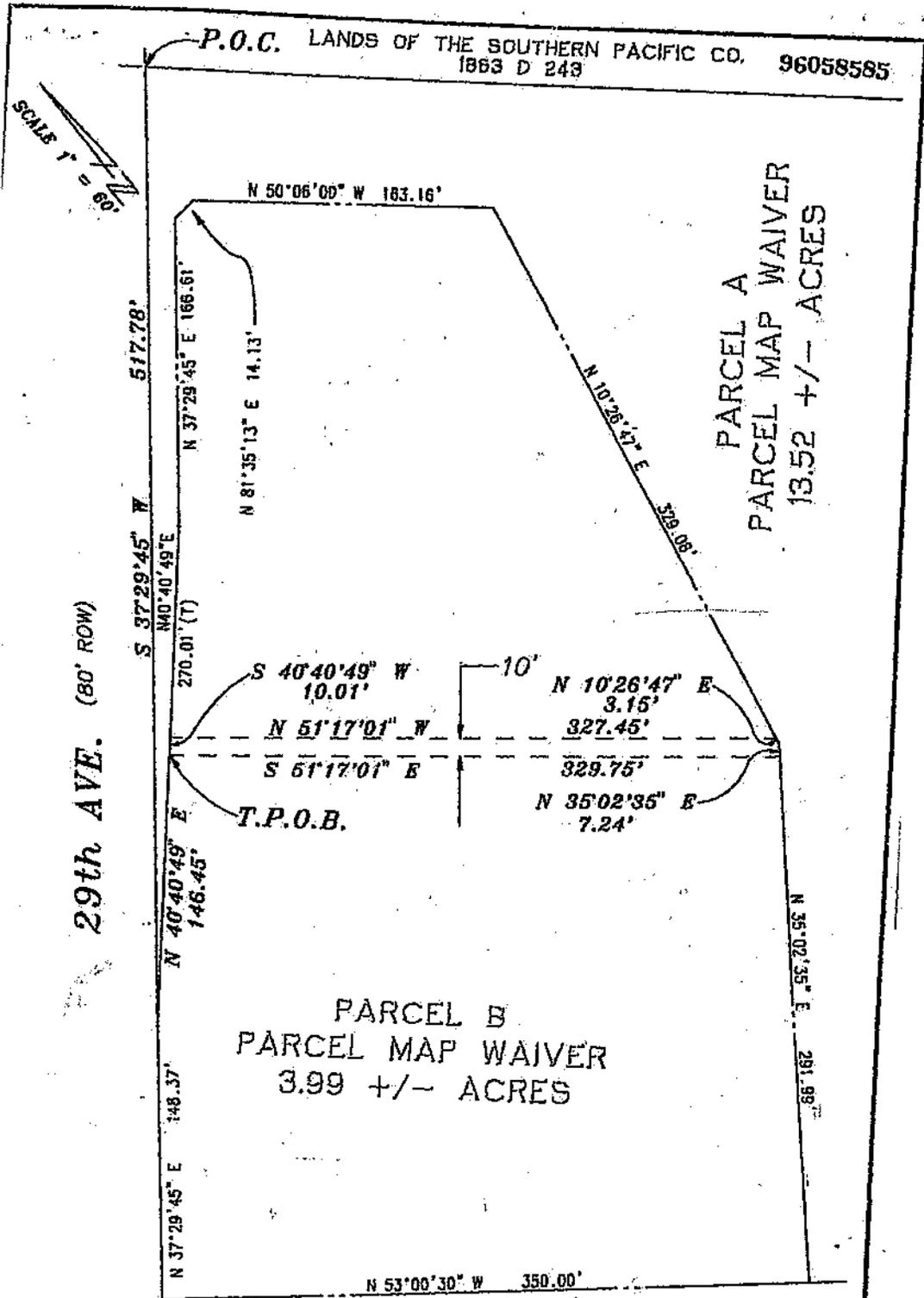
Anthony C. McCants
ANTHONY C. MCCANTS, L.S. 5944
EXPIRATION: 12-31-98

2/3/96
DATE



1996/0212LD.DB 95100-9

Exhibit A



**LAZEAR SCHOOL SITE
 PLAT TO ACCOMPANY
 LEGAL DESCRIPTION
 PRIVATE
 STORM DRAIN EASEMENT
 OAKLAND
 CALIF.**



**KIER & WRIGHT
 CIVIL ENGINEERS & SURVEYORS, INC.
 3420 West Las Posas Boulevard, Suite 24
 Pasadena, California 91103
 (610)724-8900 Fax (610)714-8004**

**EXHIBIT A
 Page 2 of 2**

**2-18-88 SCALE 1" = 60'
 JOB NO. 86100-9 DB
 K:\DRAW\85100SPT.DWG**

29th Avenue

9th Avenue

