



Office of the City Manager

CONSENT CALENDAR  
May 11, 2021

To: Honorable Mayor and Members of the City Council  
 From: Dee Williams-Ridley, City Manager  
 Submitted by: Liam Garland, Director, Department of Public Works  
 Subject: Amending the 1956 Maintenance Agreement with Caltrans and Transfer of Property for I-80 Gilman Interchange Project

RECOMMENDATION

Adopt two resolutions authorizing the City Manager to:

1. Negotiate and execute an amendment to the 1956 Freeway Maintenance Agreement between City of Berkeley and Caltrans to include planned new I-80/Gilman Interchange facilities; and
2. Transfer two portions of the City's right of way on Gilman Street to Caltrans under Section 83 of Streets and Highway Code.

FINANCIAL IMPACTS OF RECOMMENDATION

The City will use the State Transportation Tax Fund (127) and Measure BB Local Streets and Roads Direct Local Distribution funds (Fund 134) received by the City of Berkeley from Alameda County Transportation Commission (ACTC) for maintenance of the shared use path on the new pedestrian overcrossing bridge as well as Gilman Street underneath the I-80 Freeway, including two new roundabouts at West Frontage Road and Eastshore Highway. Caltrans will be responsible for maintenance of the pedestrian overcrossing bridge structure and the freeway ramps up to the point of intersection with the roundabouts. The estimated annual maintenance cost to the City due to this amended agreement is \$85,000, which will begin in FY 2023.

CURRENT SITUATION AND ITS EFFECTS

City of Berkeley and Caltrans have had a 1956 maintenance agreement covering the maintenance of I-80 Corridor within City's right of way between City's northern and southern limits. The I-80 Gilman Interchange Improvement Project, a City of Berkeley strategic goal, is a project with the goal of improving safety and efficiency of all modes of transportation at the I-80/Gilman Interchange. Caltrans and Alameda County Transportation Commission (ACTC) are about to issue an invitation for bids this summer with construction scheduled to begin in January 2022. The improvements include two roundabouts at the intersection of Gilman Street with I-80 on-off ramps, a new pedestrian overcrossing bridge over I-80 to the south of Gilman Street, closing a gap in the Bay Trail, new low stress bicycle facilities connecting Codornices Creek Path to the Bay Trail and

Tom Bates Sports Complex, safety improvements at Union Pacific railroad crossings at Gilman and at Camelia Streets, and a new traffic signal at the intersection of 4<sup>th</sup> Street and Gilman Street. City staff and Caltrans have been working together on a draft agreement on the scope of the maintenance for these facilities (Attachment 1). In addition, two portions of City's right of way (Attachment 2) need to be transferred to Caltrans under Section 83 of Streets and Highway Code to become Caltrans access-controlled right of way. These two areas include a portion on the west side of the future western roundabout, and the other portion on the east side of the future eastern roundabout of I-80/Gilman Interchange.

### BACKGROUND

The I-80 Gilman Interchange Project will improve vehicle, pedestrian, and bicycle operations at the Interstate 80 (I-80) / Gilman Street interchange in northwest Berkeley. The existing intersection controls, roadway geometry, and the high volumes of local and regional traffic on Gilman Street result in poor traffic operation and non-motorized access at and near the interchange. The proposed interchange project seeks to:

- Simplify and improve navigation and traffic operations on Gilman Street between the West Frontage Road and 2nd Street through the I-80 interchange so that congestion is reduced, queues are shortened, and merging and turning conflicts are minimized;
- Improve access for the bikes/pedestrians traveling between the Bay Trail and Northern Berkeley;
- Improve safety at Gilman Street intersections;
- Improve mobility in the Gilman Street corridor; and
- Create a gateway into North Berkeley.

### ENVIRONMENTAL SUSTAINABILITY

Improving low stress pedestrian and bicycle access and safety for residents of Berkeley and adjacent communities encourages non-motorized access to Tom Bates Sports Fields and the Bay Trail, improving the environment by reducing motorized traffic to these recreational destinations.

### RATIONALE FOR RECOMMENDATION

The City already has a maintenance agreement with Caltrans which covers the maintenance responsibilities for the portion of I-80 Freeway within City of Berkeley. Since the project comprises of new facilities within the same corridor it makes sense to amend the existing agreement to include maintenance responsibilities for the new facilities.

ALTERNATIVE ACTIONS CONSIDERED

Since the project creates new facilities, a revision to the maintenance agreement is necessary. Failure to reach agreement would delay construction of the project, so other alternatives were not considered.

CONTACT PERSON

Hamid Mostowfi, Supervising Traffic Engineer 510-981-6403

Attachments:

- 1: Resolution - Amendment to the 1956 Freeway Maintenance Agreement  
Exhibit A – Amendment to the 1956 Freeway Maintenance Agreement
- 2: Resolution - Resolution of Change transferring two portions of Gilman Street  
Exhibit A - Caltrans Notice of Intention to Transfer Property

RESOLUTION NO. ##,###-N.S.

AMENDMENT TO THE 1956 FREEWAY AGREEMENT BETWEEN THE CITY OF BERKELEY AND THE STATE OF CALIFORNIA TO INCLUDE I-80 GILMAN INTERCHANGE AND PROPOSED PEDESTRIAN OVERCROSSING BRIDGE WITHIN THE STATE RIGHT-OF-WAY AT I-80 GILMAN INTERCHANGE

WHEREAS, the State of California and City of Berkeley entered into a Freeway Agreement in 1956 for Interstate Route 80 within the City of Berkeley between 0.35 mile north of Golden Gate Fields along Gilman Street and the south City Limits; and

WHEREAS, the construction of the I-80 Gilman Interchange Improvement Project, a City of Berkeley strategic goal, is expected to start by Caltrans in Jan 2022; and

WHEREAS, the City and Caltrans desire to amend the 1956 Freeway Maintenance Agreement to include the I-80/Gilman Interchange including a new pedestrian overcrossing bridge for shared use of bicyclists and pedestrians; and

WHEREAS, the amended agreement calls for maintenance of the pedestrian bridge structure by Caltrans, maintenance of the bicycle and pedestrian facilities on and above the bridge deck by the City, and maintenance of the project improvements on Gilman Street including two roundabouts on Gilman Streets on either side of I-80 Freeway by the City; and

WHEREAS, the amended agreement will be funded by the State Transportation Tax Fund 127 and Measure BB Local Streets and Roads Direct Local Distribution funds (Fund 134); and

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the City Manager or her designee to negotiate and amend the 1956 Freeway Maintenance Agreement with Caltrans to include the proposed pedestrian bridge and designated improvements at the I-80 Gilman Interchange.

Exhibit A: Draft Maintenance Agreement for Pedestrian Overcrossing and Gilman Street Undercrossing in the City of Berkeley

**MAINTENANCE AGREEMENT  
FOR PEDESTRIAN OVERCROSSING AND GILMAN  
STREET UNDERCROSSING  
IN THE CITY OF BERKELEY**

THIS AGREEMENT is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as “STATE” and the CITY of Berkeley; hereinafter referred to as “CITY” and collectively referred to as “PARTIES”.

SECTION I

RECITALS

**The WHEREAS clauses are incorporated into and become a part of this Agreement.**

1. WHEREAS, Cooperative Agreement Number 04-2719 was executed between STATE and Alameda County Transportation Commission (ACTC), not a party to this Agreement, to construct a pedestrian overcrossing (Br No. 33-0127) and reconfigure Gilman Street undercrossing on State Route (SR) 80, hereinafter referred to as “PROJECT”, and
2. WHEREAS, in accordance with the said agreement, it was agreed by STATE and ACTC that prior to PROJECT construction, a Maintenance Agreement within its jurisdictional boundaries will be executed, and
3. WHEREAS, the PARTIES hereto mutually desire to identify the maintenance responsibilities for improvements of PROJECT constructed under the Cooperative Agreement Number 04- 2719, and
4. **WHEREAS, the maintenance obligations set forth in this Agreement do not create any obligations, liability or responsibilities for the Parties for any incidents, claims, suits or actions arising from any property in the other Party’s jurisdiction except as provided for herein**
5. WHEREAS there is an existing Freeway Maintenance Agreement, 1956, with CITY of Berkeley; dated October 23<sup>rd</sup>, 1956. This agreement is to replace the Gilman Street undercrossing portion of the agreement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

6. Exhibit A & B consist of plan drawings that delineate the areas within STATE right of way which are the responsibility of the CITY to maintain in accordance with this Maintenance Agreement.
7. If there is mutual agreement on the change in the maintenance duties between PARTIES, the PARTIES can revise Exhibit A & B by a mutual written execution of the exhibits.
8. CITY must obtain the necessary Encroachment Permits from STATE’s District 4 Encroachment Permit

Office prior to entering STATE right of way to perform CITY maintenance responsibilities. This permit will be issued at no cost to CITY.

9. PEDESTRIAN OVERCROSSING (Bridge No. 33-0127)

- 9.1. STATE will maintain, at STATE expense, the entire structure of any STATE constructed pedestrian overcrossings of SR 80 below the deck and the structural integrity of the steel pipe arch rib superstructure.
- 9.2. CITY will maintain, at CITY expense, the deck and structural drainage system (and shall perform such work as may be necessary to ensure an impervious and/or otherwise suitable surface) and all portions of the structure above the bridge deck, including, but without limitation, lighting installations, chain link railing, as well as all traffic service facilities (sidewalks, signs, pavement markings, bridge rails, staircases etc.) that may be required for the benefit or control of traffic using that overcrossing.
- 9.3. CITY is responsible to keep all wall surfaces free of debris removal, dirt, and graffiti.
- 9.4. CITY will maintain the painted or exposed surfaces of the steel pipe rib arch superstructure. This includes all washing, cleaning, brushing, scraping, applying primer, and painting as required on steel surfaces to remove or protect against corrosion, abrasion, dirt, and debris.

10. VEHICULAR UNDERCROSSINGS

- 10.1. STATE will maintain the entire structure of all STATE-constructed vehicular undercrossings of STATE freeways except as hereinafter provided.
- 10.2. STATE will be responsible for maintenance of the wrought iron fence on Gilman Street under the north side of the interchange, including the space behind the fence.
- 10.3. STATE will be responsible for maintenance of the I-80 Freeway on-ramps and off-ramps at Gilman Street including pedestrian crossings on the ramps.
- 10.4. CITY will maintain the roadway sections, including the traveled way, shoulders, curbs, sidewalks, wall surfaces (including eliminating graffiti), drainage installations, lighting installations, and traffic service facilities that may be required for the benefit or control of traffic using that undercrossing.
- 10.5. CITY will request STATE's District Encroachment Permit Engineer to issue the necessary Encroachment Permit for any proposed change in minimum vertical clearances between CITY roadway surface and the structure that results from modifications to the roadway (except when said modifications are made by STATE). If the planned modifications will result in a reduction in the minimum clearance within the traveled way, an estimate of the clearance reduction must be provided to STATE's Transportation Permit Engineer prior to starting work. Upon completion of that work, a vertical clearance diagram will be furnished to STATE's Transportation Permit Engineer that shows revised minimum clearances for all affected movements of traffic, both at the edges of the traveled way and at points of minimum clearance within the traveled way.

11. CURTAIN WALLS- CITY will maintain curtain walls on Gilman Street in its entirety.
12. LANDSCAPED AREAS - CITY is responsible for the maintenance of any plantings or other types of roadside development lying outside of the area reserved for exclusive freeway use.
13. BICYCLE PATHS/TRAILS - CITY will maintain, at CITY expense, a safe facility for bicycle/pedestrian travel along the entire length of the path/trail by providing sweeping and debris removal when necessary; and all signing, striping, and pavement markings required for the direction and operation of that non-motorized facility. CITY is solely responsible for all path/trail improvements, all fences, guard railing, drainage facilities, slope and structural adequacy of any path/trail located and constructed within STATE's right of way.

14. LOCAL ROADS (West Frontage Road and Eastshore Highway)

CITY, at CITY's expense, will be responsible for maintaining the portion of the West Frontage Road and Eastshore Highway located within STATE right of way, in their entirety.

15. LEGAL RELATIONS AND RESPONSIBILITIES

- 15.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.
- 15.2. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of their officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement. **Notwithstanding the foregoing, the STATE's obligations under this section 14.2 is limited to only those claims that arise directly from work performed by the STATE under this AGREEMENT that was performed with active negligence or willful misconduct.**
- 15.3. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name,

kind and description brought forth under, including section but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement. **Notwithstanding the foregoing, the CITY's obligations under this section 14.3 is limited to only those claims that arise directly from work performed by the CITY under this AGREEMENT that was performed with active negligence or willful misconduct.**

16. PREVAILING WAGES:

16.1. Labor Code Compliance- If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections

1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

16.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts

17. INSURANCE -

17.1. CITY is self-insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certification of self-insurance letter ("Letter of Self-Insurance"), satisfactory to STATE, certifying that CITY meets the coverage requirements of this section. This Letter of Self-Insurance shall also identify the PROJECT location as depicted in EXHIBIT A. CITY shall deliver to STATE the Letter of Self-Insurance with a signed copy of this AGREEMENT. A copy of the executed Letter of Self-Insurance shall be attached hereto and incorporate as Exhibit C.

17.2. If the work performed under this AGREEMENT is done by CITY's contractor(s), CITY shall require its contractor(s) to maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

18. TERMINATION - This Agreement may be terminated by timely mutual written consent by



PARTIES or by STATE for cause. CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

19. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated as set forth in Article 17 above.

PARTIES are empowered by Streets and Highways Code Section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF BERKELEY

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By: \_ Mayor

TOKS OMISHAKIN  
Director of Transportation

Initiated and Approved

By: CITY Manager

By: \_\_\_\_\_ Date  
DAVID AMBUEHL  
Deputy District Director  
Maintenance District 4

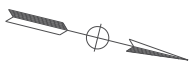
ATTEST:

By: \_ CITY Clerk

By: \_ CITY Attorney

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

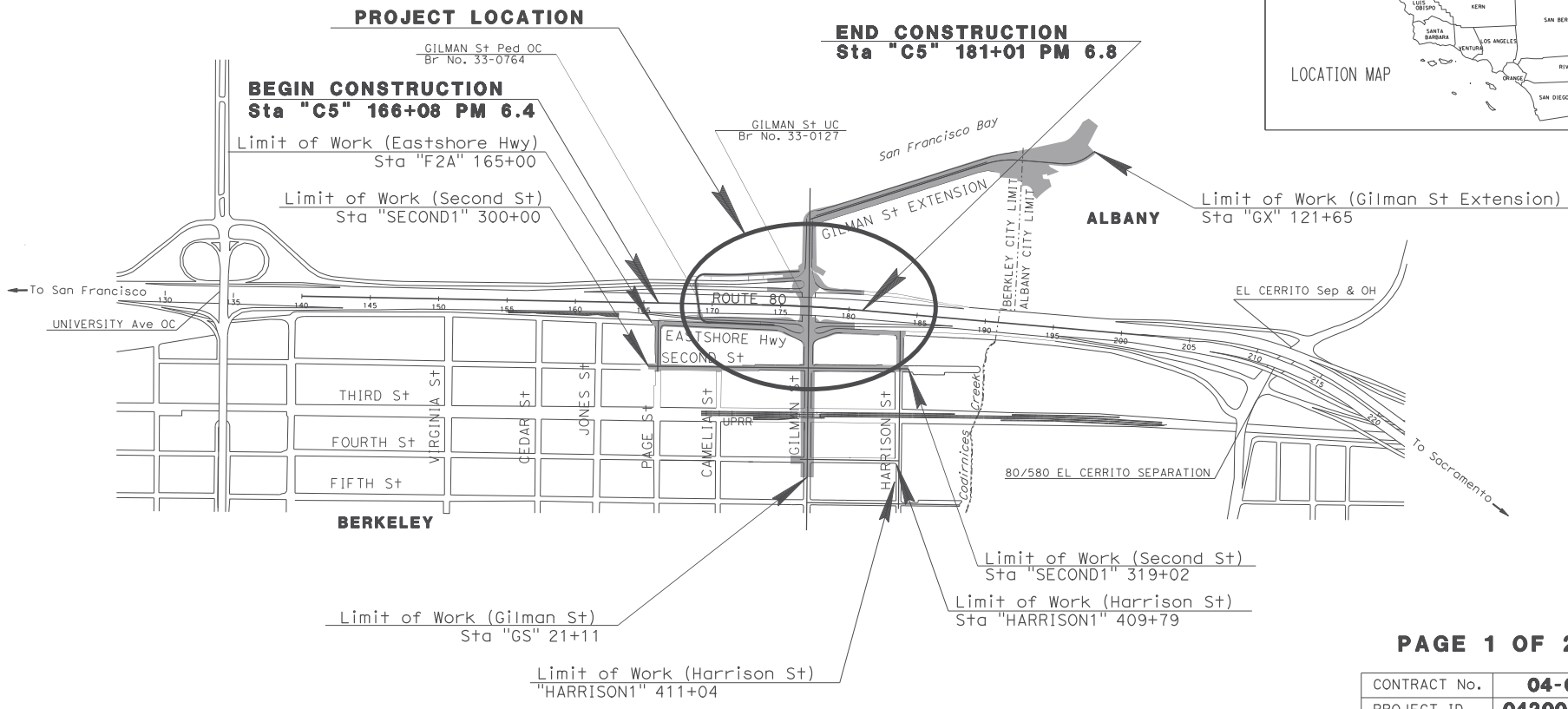
MAINTENANCE AGREEMENT WITH CITY OF BERKELEY  
04-Ala 80 PM 6.3/7.0  
IN ALAMEDA COUNTY  
IN AND NEAR BERKELEY  
FROM 0.6 MILE NORTH OF UNIVERSITY AVENUE OVERCROSSING  
TO ABOUT 350 FEET WEST OF THE WEST FRONTAGE ROAD



**EXHIBIT A**

| Dist | COUNTY | ROUTE | POST MILES TOTAL PROJECT | SHEET No. | TOTAL SHEETS |
|------|--------|-------|--------------------------|-----------|--------------|
| 04   | ALA    | 80    | 6.3/7.0                  | 1         |              |

**Caltrans**



PAGE 1 OF 2

|              |                   |
|--------------|-------------------|
| CONTRACT No. | <b>04-0A7714</b>  |
| PROJECT ID   | <b>0420000287</b> |
| CONTRACT No. | <b>04-0A7724</b>  |
| PROJECT ID   | <b>0420000288</b> |

APPROVED AS TO IMPACT ON STATE FACILITIES AND CONFORMANCE WITH APPLICABLE STATE STANDARDS AND PRACTICES AND THAT TECHNICAL OVERSIGHT WAS PERFORMED.

DATE SIGNED

LICENSE EXP. DATE

REGISTRATION No.

CALTRANS DESIGN OVERSIGHT APPROVAL

CONSULTANT DESIGN ENGINEER



THE CONTRACTOR SHALL POSSESS THE CLASS (OR CLASSES) OF LICENSE AS SPECIFIED IN THE "NOTICE TO BIDDERS."


NO SCALE

LAST REVISION => 4/2/2021  
DATE PLOTTED => 11:12:08 AM

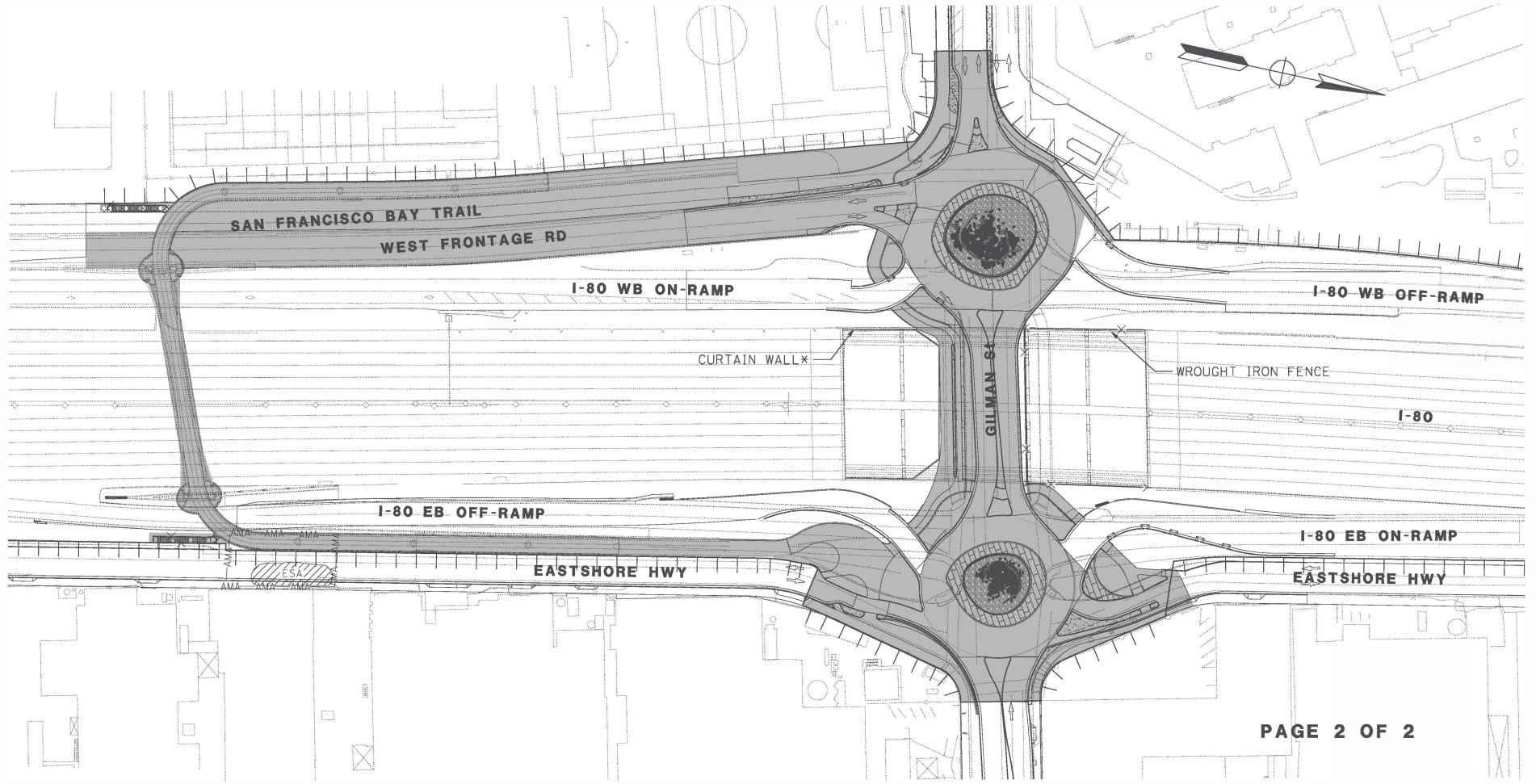
EXHIBIT A

LEGEND:

-  CITY R/W OR PROPERTY LINE
-  CALTRANS R/W

 City of Berkeley has maintenance responsibility only within shaded portions of Caltrans right of way and subject to the limitations indicated in this agreement. Caltrans has maintenance responsibility for all other areas within State right of way

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
 CONSULTANT FUNCTIONAL SUPERVISOR  
 CHRIS SECUR  
 CHECKED BY  
 SASAN DANESHVAR  
 DESIGNED BY  
 REVISOR BY  
 DATE REVISOR

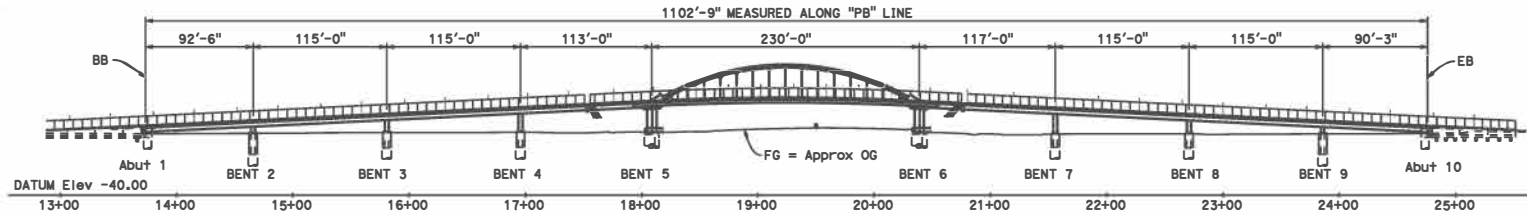


**MAINTENANCE AGREEMENT WITH CITY OF BERKELEY  
AT Ala 80 6.3/7.0**

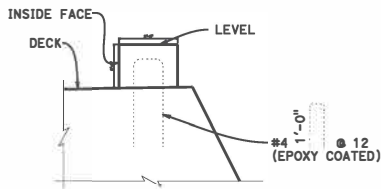
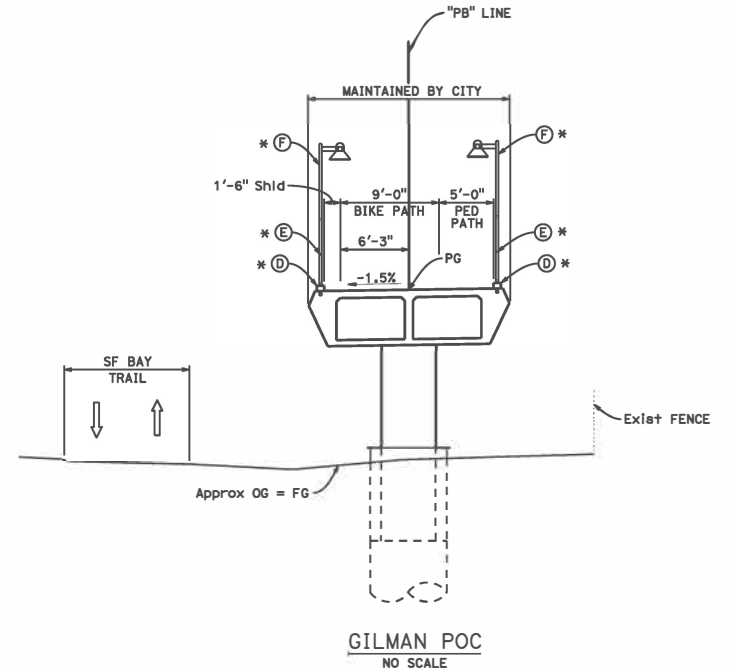
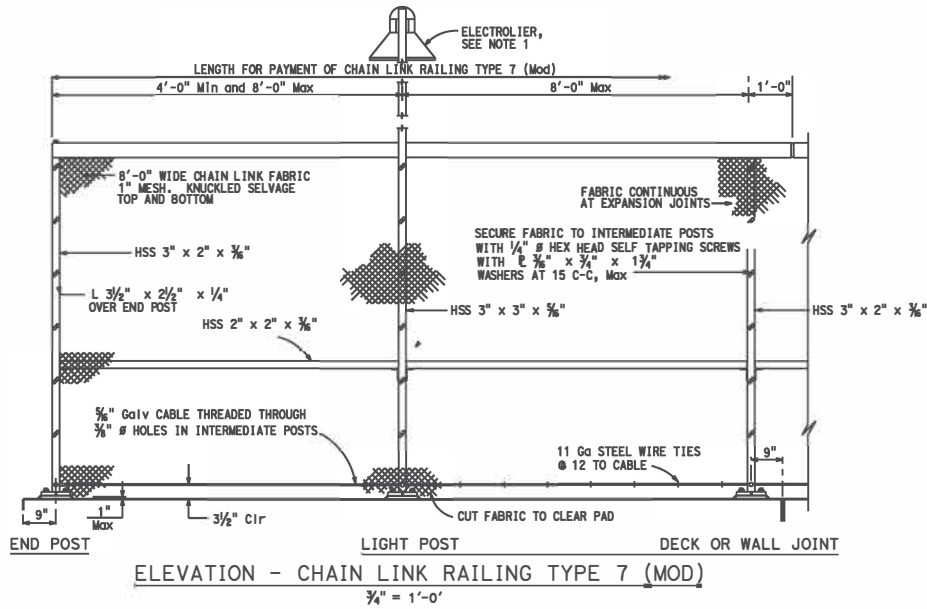
**MAINTENANCE EXHIBIT**  
SCALE: 1" TO 50"

PAGE 2 OF 2

**EXHIBIT B**



- LEGEND:**
- \* MAINTAINED BY CITY
- NOTES:**
1. ALL LIGHTS ON STRUCTURE ARE LEOTEK ECOBRA EC3-10M-WV-NW-3-GY-700-WL "APPROVE OR EQUAL"
- \* (D) 8" Wide Concrete Curb
  - \* (E) Chain Link Railing Type 7 (Mod)
  - \* (F) Electrolier



**MAINTENANCE AGREEMENT WITH CITY OF BERKELEY  
AT A1a 80 6.3/7.0**

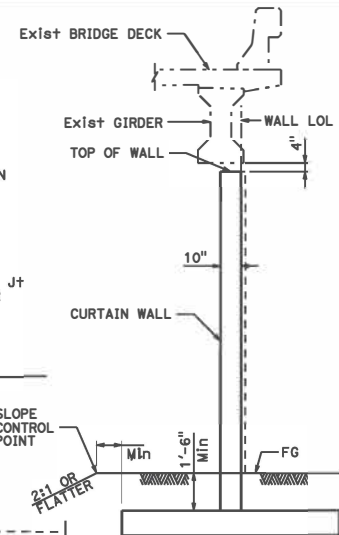
NO SCALE



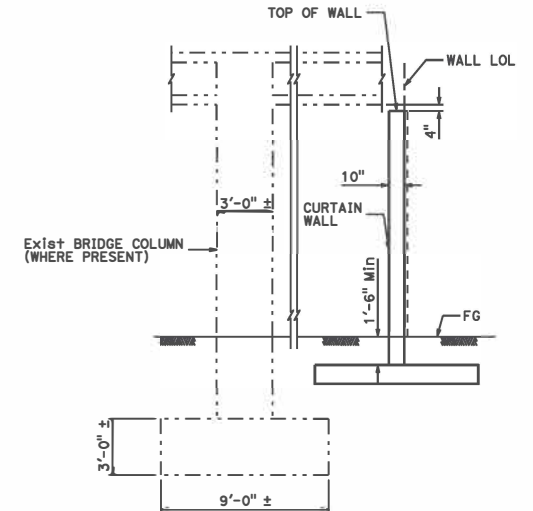
**EXHIBIT B**

**NOTE:**  
FOR ACCURATE RIGHT OF WAY DATA,  
CONTACT RIGHT OF WAY ENGINEERING  
AT THE DISTRICT OFFICE.

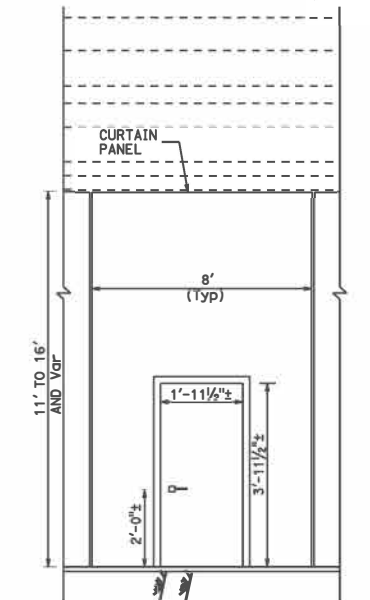
**LEGEND:**  
XX.XX INDICATES TOP OF WALL ELEVATION  
XX.XX INDICATED TOP OF FOOTING ELEVATION  
① APPROXIMATE LOCATION OF ACCESS DOOR



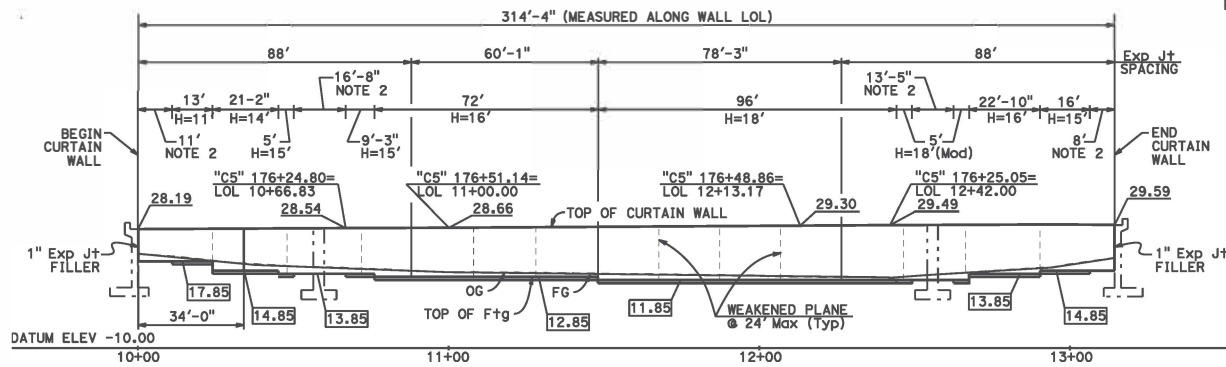
**SECTION A-A**  
NO SCALE



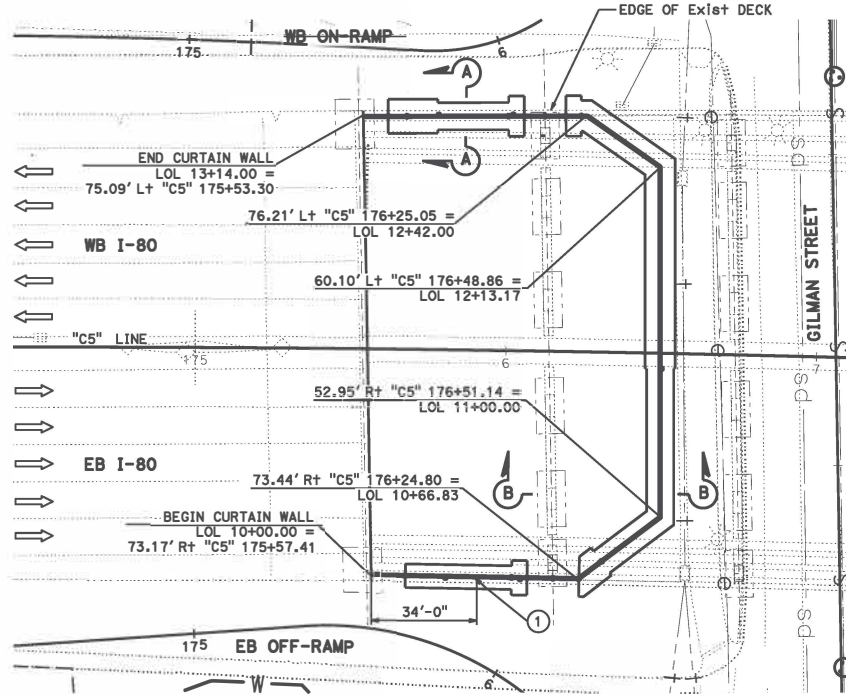
**SECTION B-B**  
NO SCALE



**PANEL AND ACCESS DOOR**  
**ELEVATION**  
NO SCALE



**DEVELOPED ELEVATION**  
SCALE: 1"=20'



**PLAN**  
SCALE: 1"=20'

**MAINTENANCE AGREEMENT WITH CITY OF BERKELEY**  
**AT A1a 80 6.3/7.0**

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
SASAN DANESHVAR  
CHRIS SEGUR

DATE PLOTTED => 2/2/2021  
TIME PLOTTED => 1:15:33 PM

RESOLUTION NO. ##,###-N.S.

RESOLUTION OF CHANGE TRANSFERRING OWNERSHIP OF TWO PORTIONS OF GILMAN STREET TO CALTRANS UNDER SECTION 83 OF STREETS AND HIGHWAY CODE AS PART OF I-80 GILMAN INTERCHANGE PROJECT

WHEREAS, State of California is going to start construction of I-80 Gilman Interchange Project consisting of two roundabouts, shared pedestrian and bicycle facilities, and a new pedestrian overcrossing bridge in January of 2022; and

WHEREAS, I-80 Gilman Interchange Improvement Project footprint will require transfer of two portions of City's right of way on Gilman Street to Caltrans for access control; and

WHEREAS, Caltrans has agreed to accept such transfer of City's right of way on two portions of Gilman Street; and

WHEREAS, the two portions of the City right of way to be transferred to Caltrans include a 3116 square feet portion on the south west corner of the intersection of Gilman Street and West Frontage Road, and a 35,016 square feet portion within the intersection of Gilman Street and Eastshore Highway;

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the City Manager or her designee to relinquish ownership of these two portions of City's right of way on Gilman Street to Caltrans.

Exhibit A: Caltrans Notice of Intention to Transfer Property

**DEPARTMENT OF TRANSPORTATION**

DISTRICT 4  
P.O. BOX23660, MS 1A  
OAKLAND, CA 94623-0660  
PHONE (510) 286-5900  
FAX (510) 286-6301  
TTY 711



Making Conservation  
a California Way of Life.

March 3, 2020

File: 04-ALA-80 PM 6.3-7.0  
Proj # 0400020155 (EA 0A770)  
Parcel Numbers 64017-1 & 64018-1

Mr. Phillip Harrington  
Director, Department of Public Works  
City of Berkeley  
2180 Milvia Street  
Berkeley, CA 94704

Dear Mr. Harrington:

Interstate 80 and Gilman Street in the City of Berkeley, County of Alameda, will be improved by the State Department of Transportation (State) and the Alameda County Transportation Commission. The State has reviewed the project's right of way needs and has identified two portions of right of way under the City's jurisdiction that require transfer to the State by application of Section 83 of the Streets and Highways Code.

Please accept this letter as the State's notice of our intention to transfer the real property shown on the attached plats from the City of Berkeley to the State of California. The transaction will be consummated by a quitclaim deed at a later date. This letter satisfies the Right of Way Certification requirements.

The State acknowledges that existing public utility facilities may lie within the Section 83 area shown on the attached plats. Said public utility facilities will either be allowed to remain or relocated as part of State's highway project.

If you have any questions or need further information, please call Julie McDaniel at 510-286-5400.

Sincerely,

Handwritten signature of Morteza Azimi in blue ink.

MORTEZA AZIMI  
District Office Chief, Design Alameda

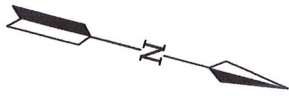
Handwritten signature of Julie McDaniel in blue ink.

JULIE McDANIEL  
District Office Chief, Right of Way

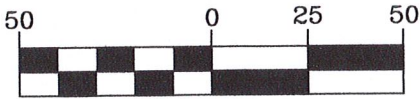
Enclosures

Section 83 Notification Plat Parcel 64017-1  
Section 83 Notification Plat Parcel 64018-1

BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE III, EPOCH 2010.00. MULTIPLY BY 1.00006396 TO OBTAIN GROUND DISTANCES.



GRAPHIC SCALE



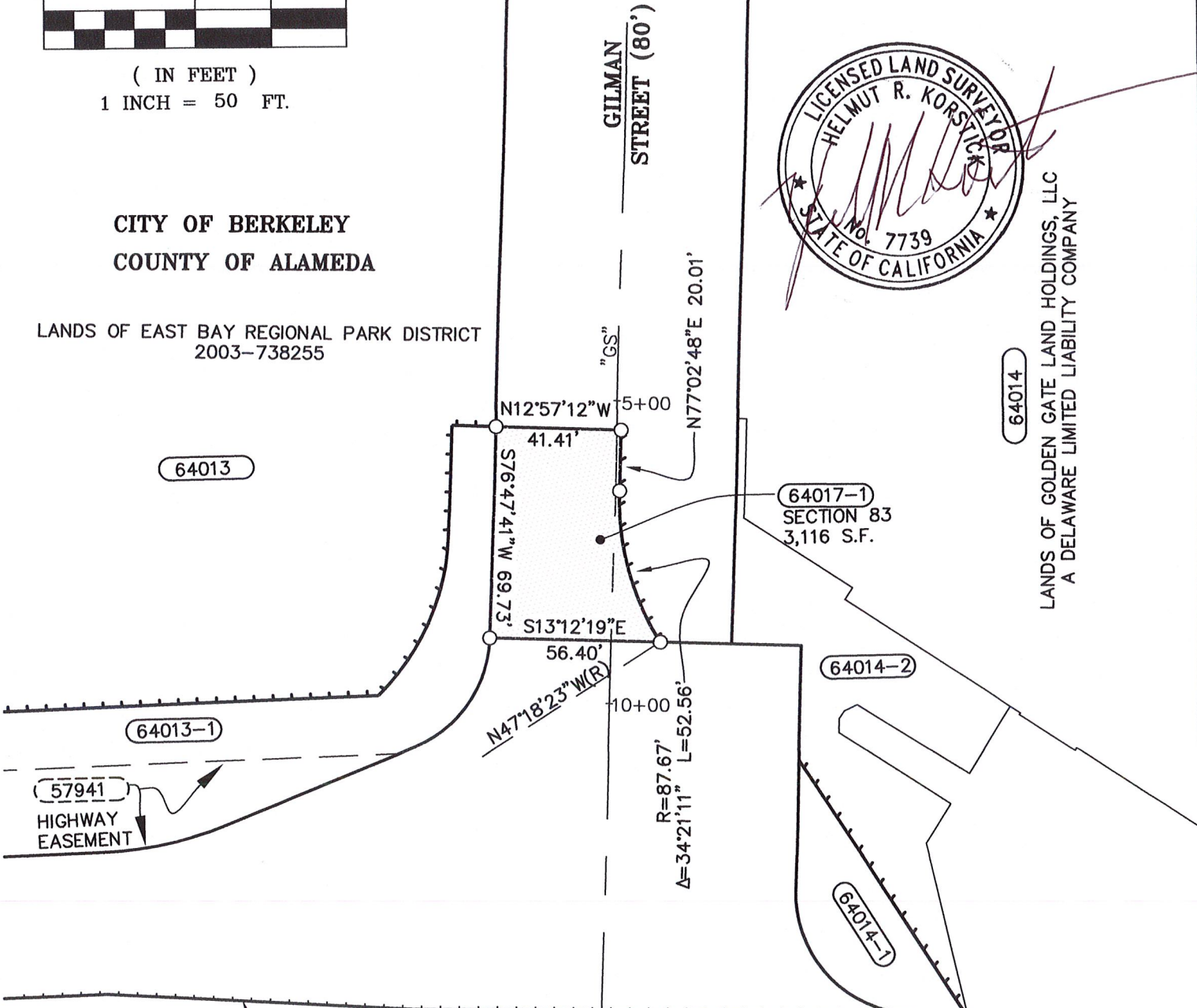
( IN FEET )  
1 INCH = 50 FT.

CITY OF BERKELEY  
COUNTY OF ALAMEDA

LANDS OF EAST BAY REGIONAL PARK DISTRICT  
2003-738255



LANDS OF GOLDEN GATE LAND HOLDINGS, LLC  
A DELAWARE LIMITED LIABILITY COMPANY



STATE ROUTE 80 EASTSHORE FREEWAY

REL. 22023 PARCEL 1  
O.R. 8693-487  
06/10/1958

LEGEND

- DIMENSION POINT
- ▬ ACCESS CONTROL LINE PREVIOUSLY ACQUIRED RW LINE
- ▬ ACCESS CONTROL LINE NEW RW
- (64014-X) APPRAISAL MAP PARCEL
- ▭ AREA TO BE ACQUIRED

S.F. SQUARE FEET

APPRAISAL MAP REFERENCE: A-10908.2

SHEET 1 OF 1

STATE OF CALIFORNIA  
CALIFORNIA STATE TRANSPORTATION AGENCY  
DEPARTMENT OF TRANSPORTATION

SECTION 83  
NOTIFICATION PLAT  
PARCEL 64017-1

| CO  | ROUTE | POSTMILE | EA    |
|-----|-------|----------|-------|
| ALA | 80    | 6.65     | 0A770 |

**CHAUDHARY & ASSOCIATES, INC.**  
211 GATEWAY RD. WEST, SUITE 204  
NAPA, CALIFORNIA 94558

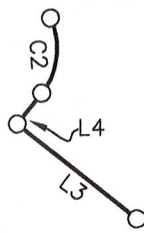
Tel: (707) 255-2729 FAX: (707) 255-5021 WWW.CHAUDHARY.COM

|                 |               |                   |
|-----------------|---------------|-------------------|
| DATE: 1/20/2020 | SCALE: 1"=50' | JOB NO. 15-07-032 |
|-----------------|---------------|-------------------|



BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE III, EPOCH 2010.00. MULTIPLY BY 1.00006396 TO OBTAIN GROUND DISTANCES.

DETAIL 1  
NOT TO SCALE



GRAPHIC SCALE



( IN FEET )  
1 INCH = 100 FT.



APN 59-2341-4  
LANDS OF BERKELEY PROPERTIES, LLC  
A CALIFORNIA LIMITED LIABILITY COMPANY

APN 59-2344-7  
LANDS OF BERKELEY FORGE & TOOL, INC  
A CALIFORNIA CORPORATION

APN 59-2344-5-1  
LANDS OF BERKELEY FORGE & TOOL, INC AND BIERWITH ET. AL AS TENANTS IN COMMON

APN 59-2344-4-1  
LANDS OF BERKELEY PROPERTIES, LLC  
A CALIFORNIA LIMITED LIABILITY COMPANY

APN 59-2344-3-1  
LANDS OF BERKELEY PROPERTIES, LLC  
A CALIFORNIA LIMITED LIABILITY COMPANY

APN 59-2344-2-1  
LANDS OF CHEROKEE ACQUISITION CORPORATION  
A DELAWARE CORPORATION

LANDS OF GARELLO PROPERTIES, LLC  
APN 60-2363-2

LANDS OF GARELLO PROPERTIES, LLC  
APN 60-2363-3-7

CITY OF BERKELEY  
COUNTY OF ALAMEDA

SECOND ST.  
GILMAN ST.

| LINE TABLE |        |             |
|------------|--------|-------------|
| LINE       | LENGTH | BEARING     |
| L1         | 48.97' | N53°32'05"E |
| L2         | 4.09'  | N76°47'41"E |
| L3         | 80.00' | S13°12'45"E |
| L4         | 0.38'  | S76°47'41"W |
| L5         | 39.62' | N79°27'13"W |
| L6         | 18.28' | S01°20'53"E |
| L7         | 6.56'  | S78°39'15"W |

| CURVE TABLE |        |         |             |
|-------------|--------|---------|-------------|
| CURVE       | LENGTH | RADIUS  | Delta Angle |
| C1          | 47.48' | 40.00'  | 68°00'19"   |
| C2          | 41.33' | 37.00'  | 63°59'41"   |
| C3          | 16.54' | 170.00' | 05°34'24"   |
| C4          | 9.02'  | 15.00'  | 34°27'23"   |
| C5          | 31.43' | 180.00' | 10°00'15"   |
| C6          | 20.23' | 120.00' | 09°39'38"   |

LEGEND

- DIMENSION POINT
- ▬ ACCESS CONTROL LINE PREVIOUSLY ACQUIRED RW LINE
- ▬ ACCESS CONTROL LINE NEW RW
- ▬ BOUNDARY OF AREA ACQUIRED
- ▬ AREA TO BE ACQUIRED
- S.F. SQUARE FEET

APPRAISAL MAP REFERENCE: A-10908.2

SHEET 1 OF 1

|                                                                                                                                                                   |               |                   |       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------------|-------|
| STATE OF CALIFORNIA<br>CALIFORNIA STATE TRANSPORTATION AGENCY<br>DEPARTMENT OF TRANSPORTATION                                                                     |               |                   |       |
| SECTION 83<br>NOTIFICATION PLAT<br>PARCEL 64018-1                                                                                                                 |               |                   |       |
| CO                                                                                                                                                                | ROUTE         | POSTMILE          | EA    |
| ALA                                                                                                                                                               | 80            | 6.65              | 0A770 |
| <b>CHAUDHARY &amp; ASSOCIATES, INC.</b><br>211 GATEWAY RD. WEST, SUITE 204<br>NAPA, CALIFORNIA 94558<br>Tel: (707) 255-2729 FAX: (707) 255-5021 WWW.CHAUDHARY.COM |               |                   |       |
| DATE: 1/20/2020                                                                                                                                                   | SCALE: 1"=50' | JOB NO. 15-07-032 |       |

