

RESOLUTION NO. 2011-5

**A RESOLUTION OF THE ALBANY CITY COUNCIL APPROVING AN AGREEMENT WITH
THE UNIVERSITY OF CALIFORNIA FOR A TEMPORARY LICENSE TO ENTER
AND CONSTRUCT IMPROVEMENTS OVER A PORTION OF JACKSON STREET
ASSOCIATED WITH THE BUCHANAN/JACKSON TRAFFIC SIGNAL AND SAFETY
IMPROVEMENTS PROJECT**

WHEREAS, the City has been awarded a Safe Routes to School (SR2S) grant to upgrade the signal located at Buchanan Street and Jackson Street, and to implement pedestrian improvements in the vicinity of Ocean View Elementary School; and

WHEREAS, the University of California owns the land known as University Village, which includes Jacksons Street south of Buchanan Street;

WHEREAS, in order to construct the project, a Temporary License is required from the University of California for the purpose of installing temporary fencing, storing materials and equipment during construction, constructing graded conforms to landscaping and roadway pavement, and asphalt concrete pathway over and upon the Temporary License area which includes a portion of Jackson Street; and

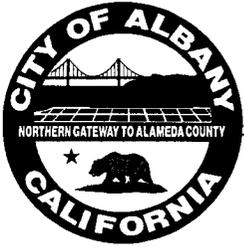
WHEREAS, for the purpose of this agreement said Temporary License shall be referred to as a Temporary Construction Easement (hereafter "TCE"), which shall be needed only for the duration of the construction and will not be recorded; and

WHEREAS, the University of California has offered the Temporary License (TCE) over an approximately 10,000 square foot area as shown on Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the Albany City Council hereby approves the attached Temporary Construction Easement agreement with maps.



Mayor Farid Javandel



City of Albany

1000 SAN PABLO AVENUE • ALBANY, CALIFORNIA 94706-2295

CITY ADMINISTRATOR
PH. (510) 528-5710
FAX (510) 528-5797

CITY ATTORNEY
PH. (510) 524-9205
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CITY CLERK
PH. (510) 528-5720
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CITY COUNCIL
PH. (510) 528-5720
FAX (510) 528-5797

COMMUNITY DEVELOPMENT & ENVIRONMENTAL RESOURCES

- Building
- Engineering
- Environmental Resources
- Maintenance
- Planning

PH. (510) 528-5760
FAX (510) 524-9359

FINANCE & ADMINISTRATIVE SERVICES

CITY TREASURER
PH. (510) 528-5730
FAX (510) 528-2743

FIRE & EMERGENCY MEDICAL SERVICES

PH. (510) 528-5771
FAX (510) 528-5774

PERSONNEL
PH. (510) 528-5714
FAX (510) 528-5797

POLICE
PH. (510) 525-7300
FAX (510) 525-1360

RECREATION & COMMUNITY SERVICES

1249 Marin Avenue
PH. (510) 524-9283
FAX (510) 528-8914

- Friendship Club/Childcare Program
PH. (510) 524-0135
- Senior Center
PH. (510) 524-9122
FAX (510) 524-8940
- Teen Center
PH. (510) 525-0576

RESOLUTION NO. 2011-5

PASSED AND APPROVED BY THE COUNCIL OF THE CITY OF ALBANY,

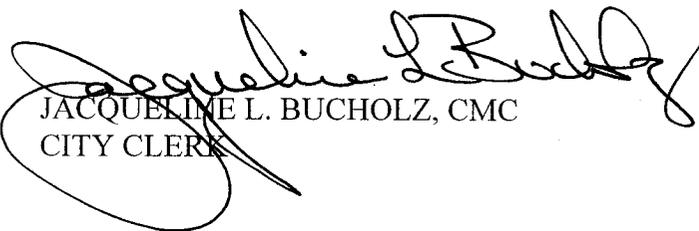
this 18th day of January, 2011, by the following votes:

AYES: Council Members Atkinson, Lieber, Thomsen, Wile & Mayor Atkinson

NOES: None

ABSENT: None

WITNESS MY HAND AND THE SEAL OF THE CITY OF ALBANY, this 20th
day of January, 2011.


JACQUELINE L. BUCHOLZ, CMC
CITY CLERK

The City of Albany is dedicated to maintaining its small town ambience, responding to the needs of the community, and providing a safe, healthy environment now and in the future.

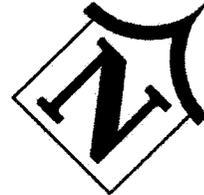


PRINTED ON RECYCLED PAPER

EXHIBIT A PLAT MAP

TO ACCOMPANY AGREEMENT FOR TEMPORARY LICENSE
(TEMPORARY CONSTRUCTION EASEMENT & AGREEMENT)

REGENTS OF THE
UNIVERSITY OF CALIFORNIA
APN 066-2692-002-06
1807 OR 103
ALBANY, CA



Scale: 1"=100'

ALBANY UNIFIED SCHOOL
DISTRICT
APN 066-2692-002-05
RE: 3708, IM: 866

REGENTS OF UNIVERSITY
OF CALIFORNIA
APN 066-2692-002-06
1807 OR 103

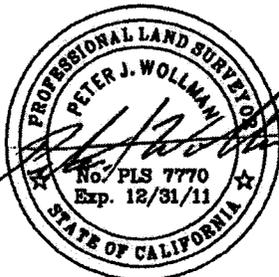
LEGEND



= TCE AREA



= PROPOSED OFFER OF
DEDICATION



1-07-2011
DATE



Leptien, Cronin, Cooper, Morris & Poore, Inc.

dba LCC, Inc.

Civil Engineering - Land Surveying

930 Estudillo Street
Martinez, California 94553-1620
(925) 228-4218 Fax (925) 228-4638
LCC JOB No. 2009.011.29

January 2011

**AGREEMENT FOR TEMPORARY LICENSE
(TEMPORARY CONSTRUCTION EASEMENT)**

THIS AGREEMENT is made this _____ day of _____, 20____, by and between the **REGENTS OF THE UNIVERSITY OF CALIFORNIA**, hereinafter referred to as “Grantor”, and, the **CITY OF ALBANY**, a municipal corporation, hereinafter referred to as “Grantee”.

WHEREAS, Grantor is the owner of the real property situate in the City of Albany, County of Alameda commonly known as APN 066-2692-022-06, and more particularly described in the grant deed from the John Gill, ET AL to Regents of University of California recorded on the 18th day of February, 1928 as Image 1807 Reel 103 Alameda County Records (hereinafter the “Land”);

WHEREAS, Grantee intends to construct Traffic Safety Improvements at the intersection of Buchanan Street and Jackson Street in the City of Albany (hereafter referred to as “Project”); and

WHEREAS, in order to construct the Project, Grantee and its authorized agents, employees and Contractors require a Temporary License to construct a portion of the Project improvements on the Land. For the purpose of this agreement said Temporary License shall be referred to as a Temporary Construction Easement (hereafter “TCE”). Said TCE shall be over and upon that portion of Land shown and designated as “TCE AREA” on Exhibit “A”, attached hereto and incorporated herein and shall be for the purpose of installing temporary fencing, storing materials and equipment during construction, constructing graded conforms to landscaping and roadway pavement, and AC pathway (hereafter referred to as “Improvements”) over and upon the TCE Area.

NOW, THEREFORE,

1. Grantor hereby grants to Grantee TCE for the express purpose of installing Improvements.

2. TERM: The term of TCE shall begin upon commencement of construction within TCE Area and expire upon completion of Intersection Improvements and restoration of TCE Area by Grantee, but in no event later than January 1, 2013.
3. Grantee shall comply with all applicable laws, ordinances and regulations, including but not limited to all applicable regulatory, environmental and safety requirements at Grantee's sole cost and expense.
4. Grantee shall not use, deposit or permit the use or deposit of any hazardous material or toxic waste or other harmful substances on any real property of the Grantor.
5. Grantee shall not materially interfere with the use by and operation and activities of Grantor on its property, and Grantee shall use such routes and follow such procedures on Grantor's property as result in the least damage and inconvenience to Grantor.
6. Grantee shall be responsible for any damage to Grantor's property or that of third parties resulting from any exercise of the rights herein granted, including but not limited to soil erosion, subsidence or damage resulting therefrom. Grantee shall promptly repair and restore to its original condition any of Grantor's property, including, but not limited to, roads, utilities, irrigation system, buildings and fences that may be altered, damaged or destroyed in connection with Project.
7. TCE is made on the express condition that Grantor is to be free from all liability by reason of injury or death to persons or injury to property from whatever cause arising out of Grantee's, agents', officers', employees', invitees'(including contractors), or licensees' exercise of rights granted pursuant to TCE or use of TCE Area or of the improvements or personal property of Grantee thereto or thereon, including any liability for injury or death to the person or property of Grantee, its contractors, agents, officers, members, employees, invitees, or licensees or to any property under the control or custody of Grantee during the term of TCE. Grantee hereby covenants and agrees to defend and indemnify Grantor, its officers, employees, agents, invitees and guests and save them harmless from any and all liability, loss, costs, or obligations on account of, or arising out of, any such injury or losses caused or claimed to be caused by the

exercise of TCE or use of TCE Area by Grantee, however occurring, other than those caused solely by the willful or negligent acts or omissions of Grantor.

8. Grantee shall not cause liens of any kind to be placed against the any of the Grantor's real property.
9. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing, signed by the party to be charged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Temporary License on the day and year first above written.

GRANTOR: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By _____

Its _____

GRANTEE: THE CITY OF ALBANY

By _____

Its _____

Attachment: Exhibit A – Plat Map