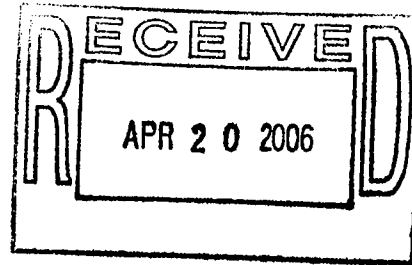


PACIFIC FACILITIES SERVICE OFFICE



April 18, 2006

Judy Lieberman
Assistant City Administrator
City of Albany
City Hall
1000 San Pablo Avenue
Albany, CA 94706-2226



Re: License and Easement Agreement for Modifications to USPS Parking Lot
Facilities (Lower Codornices Creek Renovation – Phase II)

Dear Ms. Lieberman:

As requested, enclosed are two originals of the fully executed agreement, and two additional for the City of Berkeley.

Please note that I attached exhibits A, B, and C since they were omitted from the originals you sent to me.

Contact me should you need anything else.


Laureen A. Yamakido
Real Estate Project Manager

395 OYSTER POINT BOULEVARD STE 225
SOUTH SAN FRANCISCO, CA 94080-0300
EMAIL: LAUREEN.YAMAKIDO@USPS.GOV
FAX (650) 615-7218 PHONE (650) 615-7251

**LICENSE AND EASEMENT AGREEMENT FOR MODIFICATIONS TO USPS
PARKING LOT FACILITIES**

Lower Codornices Creek Renovation – Phase II

THIS AGREEMENT, dated April 18, 2006, is between the CITY OF ALBANY and the CITY OF BERKELEY, California municipal corporations, herein referred to individually as ALBANY and, BERKELEY, collectively as “PROPONENTS” and UNITED STATES POSTAL SERVICE, herein referred to as “USPS”.

WHEREAS PROPONENTS are undertaking the restoration and improvement of Lower Codornices Creek between 5th Street and San Pablo Avenue within Albany and Berkeley (“the Project”); and WHEREAS ALBANY has prepared preliminary plans entitled Creek Restoration & Site Improvement Plans, Lower Codornices Creek, dated July 23, 2004, Sheet L-1 being 6th Street to 8th Street, (the “Preliminary Plans”) which plans have been reviewed and found acceptable by USPS, and are attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS USPS owns the property on the South side of Codornices Creek between 6th and 8th Streets, Berkeley (the “Premises”) on which is located a parking area and associated improvements; and

WHEREAS USPS is desirous of cooperating with PROPONENTS in the implementation of restoration and improvement work on Lower Codornices Creek; and

WHEREAS PROPONENTS wish to obtain licenses to enter the area and do work and easements over the existing Lower Codornices Creek channel and adjacent lands for the work; and

WHEREAS ALBANY has developed plans entitled Creek Restoration and Site Improvement Plans, Lower Codornices Creek, Phase II, Post Office Parking Lot, Civil Site Plan C-5, dated April 20, 2005, and Post Office Wall S-3, dated March 22, 2005 (collectively, the “Plans”), which plans have been reviewed and found acceptable by USPS, and are attached hereto and incorporated herein as Exhibit “B”; and whereas the Plans require completion of certain work generally described as: (i) removal and replacement of 370 feet, more or less, of 10.5 foot high split face concrete masonry unit (“CMU”) block wall along the creek and around the USPS parking area; (ii) removal of landscaped islands within the USPS parking area; (iii) drainage modifications and pavement and drainage repairs as required to restore the quantity and quality of parking stalls lost in the block wall relocation; (iv) associated drainage modifications; and (v) construction of a temporary parking lot on USPS property, accessed from 6th Street (collectively, the “Work”); and

WHEREAS ALBANY has caused the preparation of a map and legal description

(prepared by Kister, Savio & Rei) for that portion of the USPS property needed for the restoration and improvement of Lower Codornices Creek (the "Improvement Area"), which map and legal description has been reviewed and found acceptable by USPS and is attached hereto and incorporated herein as Exhibit "C"; and

WHEREAS ALBANY has also developed a plan and map entitled Codornices Creek Restoration Limits of Work – Phase II-A on USPS property (6th Street to USPS SMU Wall), dated November 1, 2005 ("Limited Work Plans", attached hereto and incorporated herein as Exhibit "D"), identifying thereby in those portions of the Improvement Area in which a portion of the Work can be performed without requiring relocation of the CMU Wall and relocation of parking facilities.

NOW, THEREFORE, the parties hereto agree as follows:

1. USPS hereby grants to PROPONENTS a license to enter onto the Premises to perform the Work, and hereby agrees, subject to satisfaction of the conditions set forth in section 3, below, to grant to PROPONENTS, (i) a Maintenance and Conservation Easement over the Improvement Area; and (ii) a Public Access Easement over a more limited portion of the area to be subsequently described, but being generally the 20 feet adjacent to and northerly of the new relocated CMU block wall. USPS will execute and deliver to the PROPONENTS Easements in a form to be mutually agreed upon within ten (10) business days after receipt from PROPONENTS that PROPONENTS commit to performing all of the Work. The Public Access Easement shall revert to USPS if PROPONENTS have not completed all of the Work within five years of executing the public access easement document.

2. Within the area designated on the Limited Work Plans, PROPONENTS may conduct grading, paving, planting, irrigation, and other Work for the creek restoration project specified in the Limited Work Plans, without carrying out the remaining portion of the Work, subject only to the condition that PROPONENTS relocate the fence from 6th Street to the USPS CMU wall as indicated on the Limited Work Plans.

3. If PROPONENTS complete only that portion of the Work set forth in the Limited Work Plans, PROPONENTS will actively pursue grants and funding for relocation of the USPS CMU wall and parking areas. In the interim, for a period of up to five (5) years following construction, PROPONENTS shall be allowed to enter onto that portion of the Premises which is north of the relocated fence line, west of the USPS CMU wall for monitoring, maintenance and plant replacement work as may be required from time to time by one or more of the Permitting Agencies. USPS is under no obligation to grant the permanent easements described in Section 1, above, until PROPONENTS commit to performing the entire Work (including relocation of the USPS CMU wall and parking as indicated on the Improvement Plans).

4. PROPONENTS will pursue grants and other funding to enable PROPONENTS to complete the Work at the earliest practical time. PROPONENTS shall not be obligated to perform the Work unless necessary funds are secured. If PROPONENTS start the Work, PROPONENTS shall finish the Work in a timely fashion.

5. PROPONENTS shall provide USPS with at least two (2) days advance notice of its intention to enter the Premises for the purposes stated in this License Agreement.

6. PROPONENTS, including their employees, contractors, and agents, shall not unreasonably interfere with USPS operations, nor shall PROPONENTS obstruct the free flow of pedestrian or vehicular traffic on the Premises.

7. PROPONENTS, including their employees, contractors, and agents, shall comply with all applicable laws, regulations and ordinances in exercising their rights and obligations under this License Agreement and shall, at their sole expense, secure all necessary permits and authorizations in connection herewith.

8. PROPONENTS shall be responsible, at their sole cost and expense, for all maintenance, repair, and improvement of the easements described in Section 1.

9. PROPONENTS, for themselves, their employees, agents, and contractors, shall indemnify, defend, and hold USPS harmless from any and all claims, demands, actions, suits, damages, costs, penalties, fines or expenses (including attorney's fees) caused by, arising from, and/or related to, PROPONENTS, their employees', agents', and/or contractors' (i) performance of the activities referred to in this License Agreement (ii) the improvements to USPS site, wall and parking lot; and/or (iii) any use of the easement areas. As it pertains to the temporary USPS parking lot at 6th Street, PROPONENTS' hold harmless will terminate upon reopening of replacement permanent parking within the block wall enclosed parking lot.

10. PROPONENTS shall leave graveled temporary parking lot improvements permanently in place for the benefit of USPS, and USPS may use them as they see fit.

11. PROPONENTS, including their employees, contractors and agents, prior to any Work completed on the USPS site, must complete the postal form titled "Basic Security Clearance Requirements." The postal form shall be submitted to the following USPS contracting officer:

LAUREEN YAMAKIDO
PACIFIC FACILITIES SERVICE OFFICE
395 OYSTER POINT BLVD SUITE 225
SO SAN FRANCISCO CA 94080-0300

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first show above.

CITY OF ALBANY ("ALBANY"):

UNITED STATES POSTAL SERVICE:

By: Beth Pollard
City Administrator

By: Xausen Alhama

Attest Jacqueline B. Kelly
City Clerk

Title Contracting Officer

APPROVED AS TO FORM:

Robert Zuercher
City Attorney

CITY OF BERKELEY ("BERKELEY"):

By: Gina...
Deputy City Manager

Attest Sara J. Cox
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney

RECEIVED
CITY MANAGER

'06 APR -6 P12:42

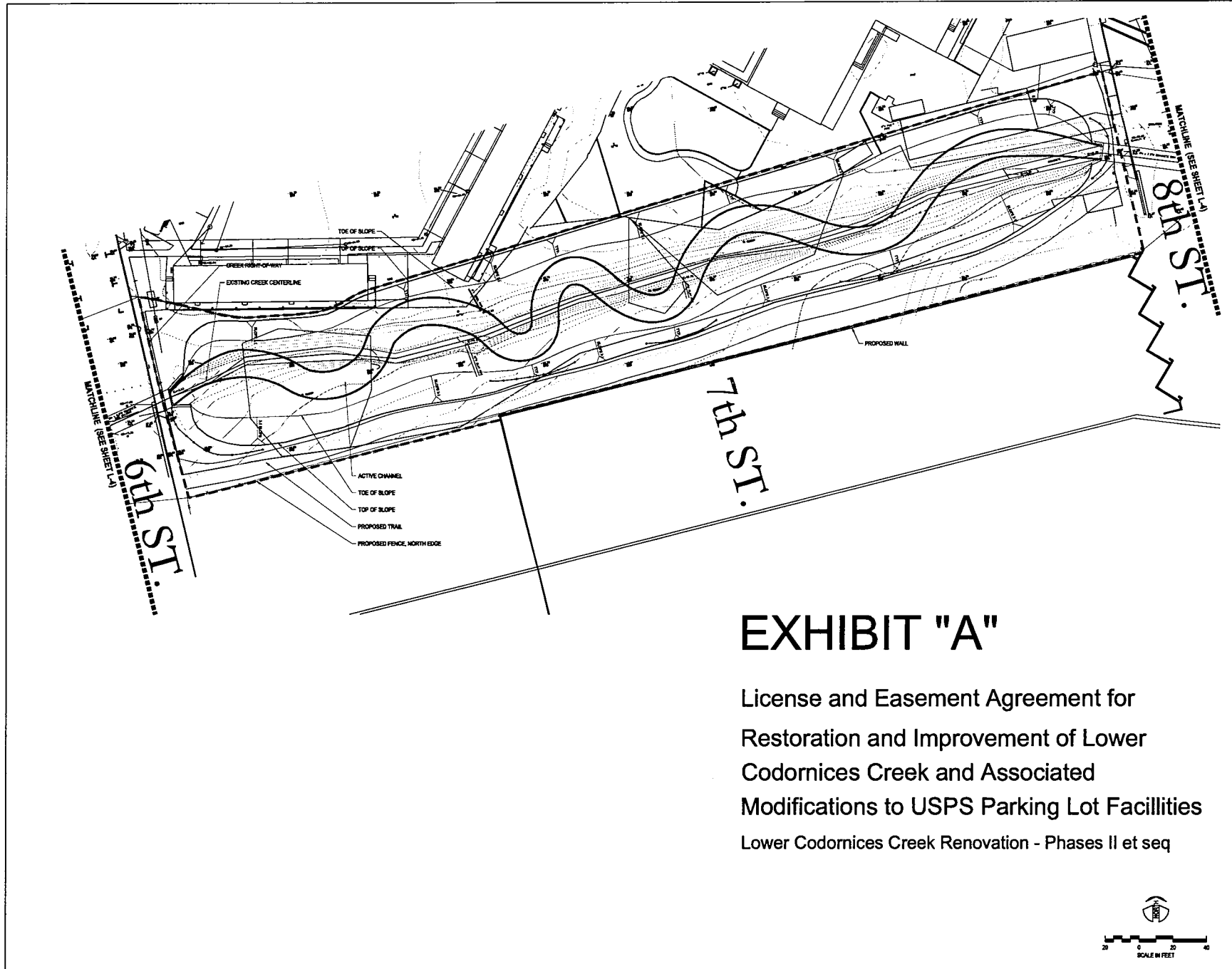


EXHIBIT "A"

License and Easement Agreement for
 Restoration and Improvement of Lower
 Codornices Creek and Associated
 Modifications to USPS Parking Lot Facilities
 Lower Codornices Creek Renovation - Phases II et seq



REVISIONS	
DATE	DESCRIPTION

CREEK RESTORATION & SITE IMPROVEMENT PLANS
 LOWER CODORNICES CREEK

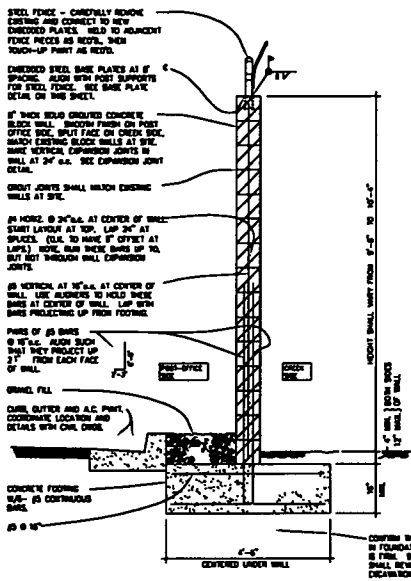
CREEK
 RIGHT-OF-WAY
 &
 PRELIMINARY PLAN

DESIGNER	
DRAWN BY	JS / BB
CHECKED BY	MM / JB
CONTR. NO.	RL
SCALE	1" = 20' @
DATE	JULY 23, 2004
SHEET	

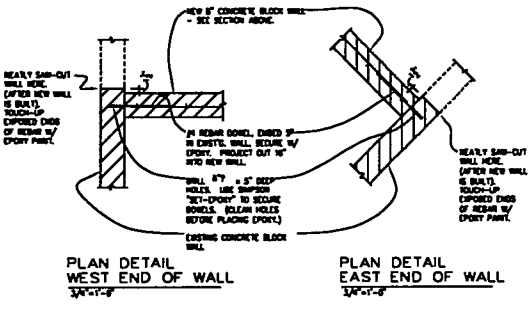
L-1

NOTES:

1. STEP TOP OF WALL AND TOP OF FOOTING IS IF INCIDENTS, AS NOTED, TO REMOVE EXISTING WALL HEIGHT AND REQUIRED CLEARANCE. O.K. TO EXIST. BOTTOM OF FOOTING—JUST MAINTAIN 1" MINIMUM FOOTING THICKNESS.
2. COORDINATE WALL LAYOUT AND END CONDITIONS WITH LANDSCAPE DRAWINGS.
3. SPECIAL INSPECTION IS REQUIRED FOR THE CONCRETE BLOCK WORK. THE SPECIAL INSPECTOR SHALL CHECK REINFORCING STEEL PLACEMENT, INCLUDING THE ALIGNMENT OF THE BASE PROJECTING UP FROM THE FOUNDATION INTO THE CONCRETE BLOCK WALL. SETTING AND INSPECTIONS FOR MASONRY WORK SHALL BE DONE IN ACCORDANCE WITH USC SECTIONS 1703.2.2 AND 2303. MASONRY STRENGTH WILL BE ESTABLISHED BY USE OF USC SECTION 2303.3. THE MAXIMUM TENSILE STRENGTH OF MASONRY FINISH OR, BY USC SECTION 2303.4 LIFT STRENGTH METHOD.

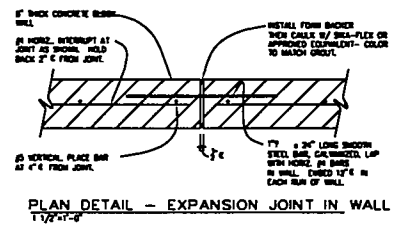


SECTION THROUGH WALL LOOKING WEST
3/4"-1'-0"

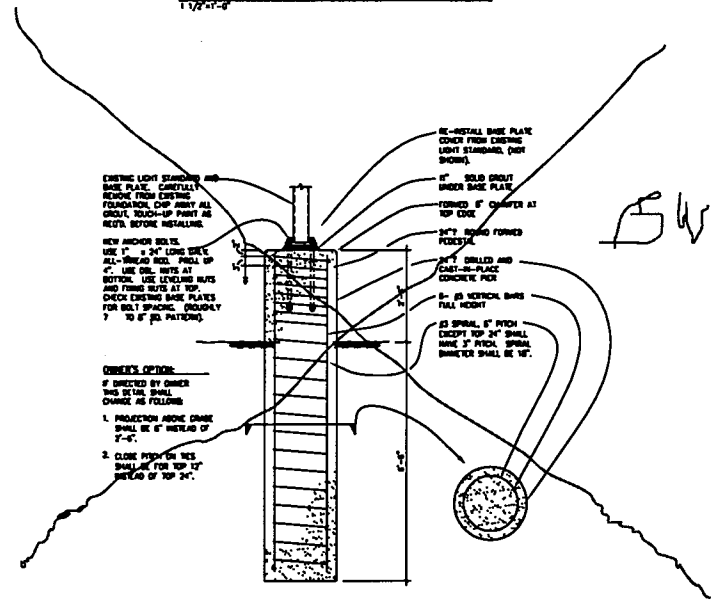


PLAN DETAIL WEST END OF WALL
3/4"-1'-0"

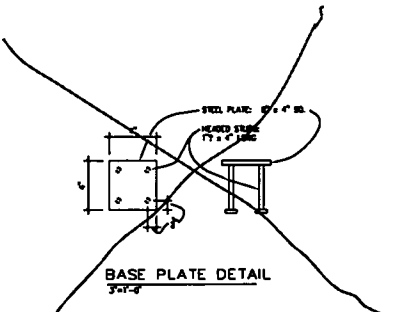
PLAN DETAIL EAST END OF WALL
3/4"-1'-0"



PLAN DETAIL - EXPANSION JOINT IN WALL
1 1/2"-1'-0"



FOUNDATION DETAIL FOR LIGHT STANDARD
3/4"-1'-0"



BASE PLATE DETAIL
3/4"-1'-0"

Structural Design by

Kenneth R. Hughes
 Structural Engineer
 2626 Mt. Diablo Blvd., 2025
 Lafayette, CA 94549
 T: 925 294-2628
 F: 925 294-2460
 K.R.H. # 22412026
 1007046@earthlink.net

CITY OF ALBANY
 Formed by general conference with the Board of
 Specifications and Ordinances of the City of Albany
 Randolph W. Legler,
 POE No. 28209, Exp. 3-31-07 LOC, Inc.
 City Engineer
 Date _____

REVISIONS	
Date	Description

WATERWAYS RESTORATION INSTITUTE
 1230 Address Street #107 - Berkeley - California - 94702

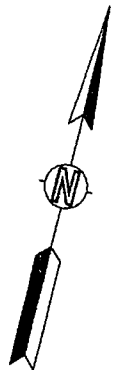
CREEK RESTORATION & SITE IMPROVEMENT PLANS
LOWER CODORNICES CREEK
 PHASE II

95%
 SUBMITTAL

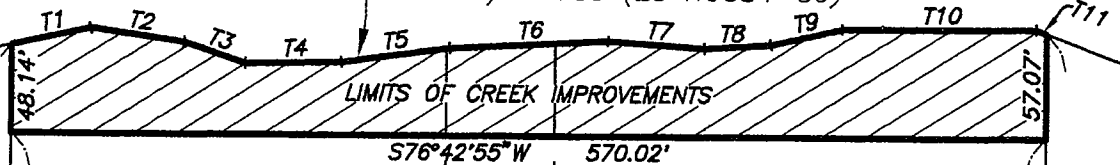
POST OFFICE WALL

DESIGNED BY LMC
 CHECKED BY ECH
 DRAWN BY ASHROWN
 DATE MARCH 22, 2005
 SHEET

S-3



CENTERLINE OF CODORNICES CREEK
PER R/S 1583 (23 ROS84-86)



BLOCK 6

SIXTH STREET
(80' STREET)

441.89' TOTAL
N13°13'03"W 393.75'

BLOCK 5

7 TH STREET
VACATED

BLOCK 4

N13°13'03"W 394.42'
451.49' TOTAL

EIGHT STREET
(60' STREET)

BLOCK 3

UNITED STATES POSTAL SERVICE
SERIES NO. 97-314281
APN: 060-2386-001

S76°46'57"W 570.02'

HARRISON STREET
(60' STREET)

TANGENT	BEARING	DISTANCE
T1	N64°51'38"E	44.10'
T2	N84°54'35"E	51.87'
T3	S85°12'20"E	35.99'
T4	N75°41'58"E	53.50'
T5	N69°06'05"E	59.97'
T6	N73°59'43"E	87.53'
T7	N80°37'21"E	53.73'
T8	N73°08'07"E	36.79'
T9	N64°36'11"E	40.45'
T10	N76°32'14"E	105.52'
T11	S82°54'37"E	5.92'

PLAT TO ACCOMPANY LEGAL DESCRIPTION
UNITED STATES POSTAL SERVICE PARCEL

KISTER, SAVIO & REI, INC LAND SURVEYORS - CIVIL ENGINEERS 3095 RICHMOND PARKWAY, SUITE 214 RICHMOND, CA. 94806	
PHONE: (510) 222-4020	FAX (510) 222-3718
FOR: CITY OF ALBANY	
DATE: 2/28/05	JOB No. 18340-3
SCALE: 1" = 100'	DWG No. A-6238

P:\projects\18340\USPS PLAT.DWG 2/28/05

LEGAL DESCRIPTION

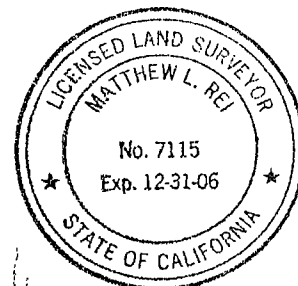
REAL PROPERTY IN THE CITY OF BERKELEY, ALAMEDA COUNTY, CALIFORNIA, BEING A PORTION OF BLOCKS 4 AND 5 AND VACATED 7TH STREET AS SHOWN ON THE MAP I. M. WENTWORTH BOOT AND SHOE CO.'S TRACT, RECORDED JUNE 17, 1878, IN BOOK 6 OF MAPS, PAGE 16, ALAMEDA COUNTY RECORDS, LYING SOUTHERLY OF THE CENTERLINE OF CODORNICES CREEK AS SHOWN ON RECORD OF SURVEY 1583, RECORDED AUGUST 5, 1999, IN BOOK 23 OF RECORDS OF SURVEY, PAGES 84 THROUGH 86, ALAMEDA COUNTY RECORDS, AND LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE EAST LINE OF SAID BLOCK 4, DISTANT THEREON NORTH 13° 13' 03" WEST, 394.42 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 76° 42' 45" WEST, 570.02 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 5, DISTANT THEREON NORTH 13° 13' 03" WEST 393.75 FEET FROM THE SOUTHWEST CORNER THEREOF.

CONTAINING AN AREA OF 28,732 SQUARE FEET MORE OR LESS.

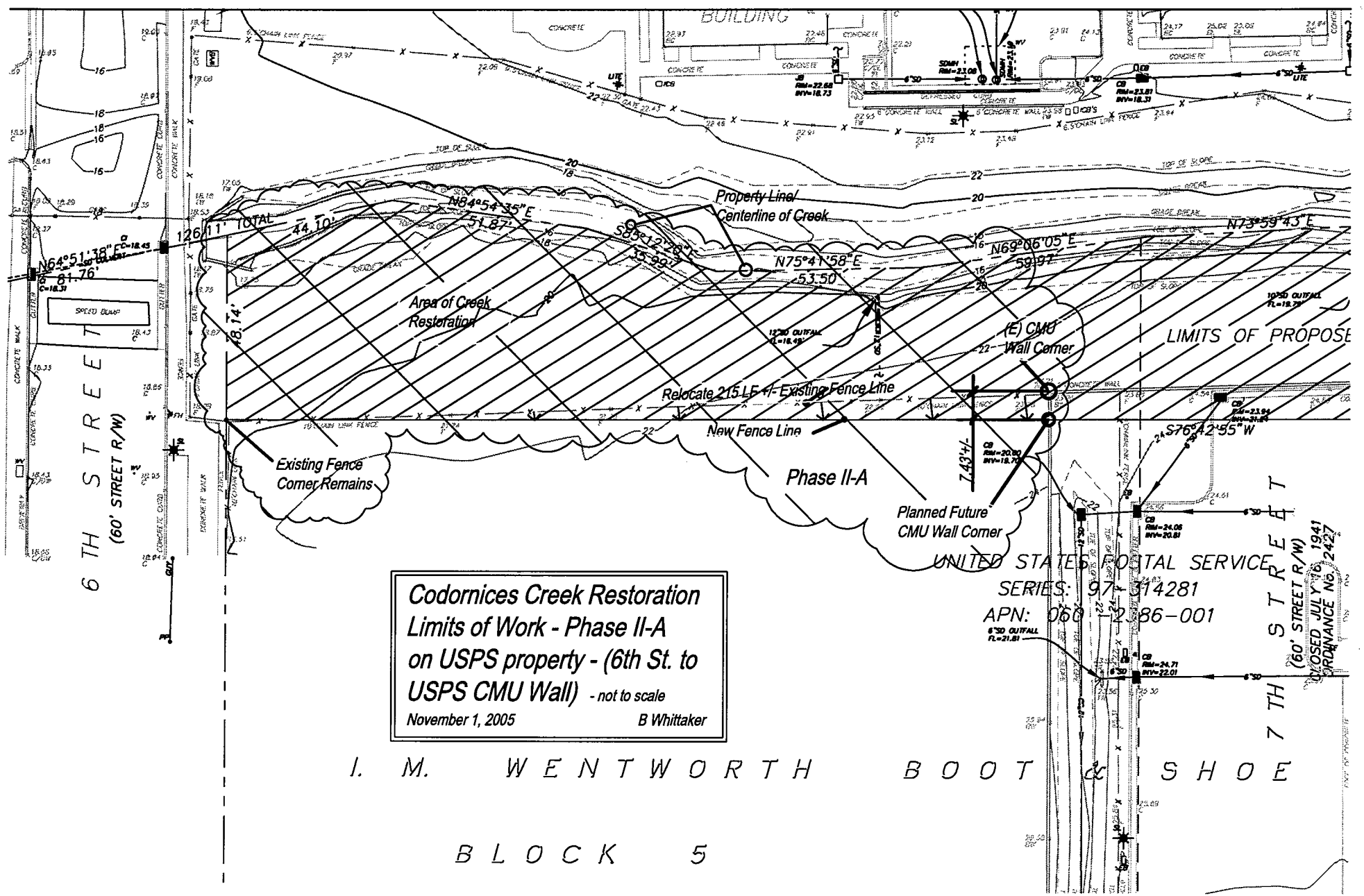
THE ATTACHED PLAT IS MADE A PART OF THIS DESCRIPTION.

Matthew L. Rei 2/28/05
MATTHEW L. REI, DATE
L.S. NO. 7115
REGISTRATION EXPIRES: 12/31/06



**Codornices Creek Restoration
Limits of Work - Phase II-A
on USPS property - (6th St. to
USPS CMU Wall) - not to scale**
November 1, 2005 B Whittaker

I. M. WENTWORTH BOOT & SHOE
BLOCK 5



UNITED STATES POSTAL SERVICE
SERIES: 97-314281
APN: 060-2286-001
CLOSURE ORDER JULY 16, 1941
ORDINANCE NO. 2427