# REDEVELOPMENT PLAN FOR THE

# CENTRAL CITY EAST REDEVELOPMENT PROJECT

# Prepared by

# THE REDEVELOPMENT AGENCY OF THE CITY OF OAKLAND

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As Amended Up To May 31, 2007

# REDEVELOPMENT PLAN FOR THE CENTRAL CITY EAST REDEVELOPMENT PROJECT

# I. [§100] INTRODUCTION

This is the Redevelopment Plan (the "Plan") for the Central City East Redevelopment Project (the "Project") in the City of Oakland (the "City"), County of Alameda, State of California, and consists of the text, the Legal Description of the Project Area Boundaries (Attachment No. 1), the Project Area Map (Attachment No. 2), the Redevelopment Land Use Map (Attachment No. 3), the Proposed Public Improvements (Attachment No. 4), and the Map of Commercial Corridors (Attachment No. 5). This Plan was prepared by the Redevelopment Agency of the City of Oakland (the "Agency") pursuant to the Community Redevelopment Law of the State of California, Health and Safety Code Section 33000, et seq. (the "Community Redevelopment Law"), the California Constitution and all applicable local laws and ordinances.

The proposed redevelopment of the Project Area as described in this Plan conforms to the General Plan for the City of Oakland, adopted by the City Council of the City of Oakland (the "City Council") on March 24, 1998, as amended.

This Plan is based upon a Preliminary Plan formulated and adopted by the Planning Commission of the City of Oakland (the "Planning Commission") on December 5, 2001, as accepted by the Agency by Resolution No. 02-05 C.M.S., adopted on February 19, 2002.

This Plan provides the Agency with powers, duties and obligations to implement and further the program generally formulated in this Plan for the redevelopment, rehabilitation and revitalization of the area within the boundaries of the Project (the "Project Area"). Because of the long-term nature of this Plan and the need to retain in the Agency flexibility to respond to market and economic conditions, property owner and developer interests and opportunities from time to time presented for redevelopment, this Plan does not present a precise plan or establish specific projects for the redevelopment, rehabilitation and revitalization of any area within the Project Area, nor does this Plan present specific proposals in an attempt to solve or alleviate the concerns and problems of the community relating to the Project Area. Instead, this Plan presents a process and a basic framework within which specific plans will be presented, specific projects and programs will be established and specific solutions will be proposed, and by which tools are provided to the Agency to fashion, develop and proceed with such specific plans, projects and solutions.

The major goals of this Plan are to:

- A. Stimulate in-fill development and land assembly opportunities on obsolete, underutilized and vacant properties in the Project Area.
- B. Stimulate opportunities for adaptive re-use and preservation of existing building stock in the Project Area.
- C. Attract new businesses and retain existing businesses in the Project Area, providing job training and employment opportunities for Project Area residents.
- D. Improve transportation, open space, parking, and other public facilities and infrastructure throughout the Project Area.
- E. Stimulate home ownership opportunities in the Project Area.
- F. Improve the quality of the residential environment by assisting in new construction, rehabilitation and conservation of living units in the Project Area, including units affordable to low and moderate income households.
- G. Revitalize neighborhood commercial areas and strengthen retail in the Project Area.

These goals conform to the purposes of redevelopment as stated in the Community Redevelopment Law. These purposes include the elimination of blight, the planning, development, replanning, redesign, clearance, reconstruction, or rehabilitation, or any combination of these, of a project area, and the provision of those residential, commercial, industrial, public, or other structures or spaces (including recreational and open space) as may be appropriate or necessary in the interest of the general welfare.

# II. [§200] DESCRIPTION OF PROJECT AREA

The boundaries of the Project Area are described in the "Legal Description of the Project Area Boundaries," attached hereto as Attachment No. 1 and incorporated herein by reference, and are shown on the "Project Area Map," attached hereto as Attachment No. 2 and incorporated herein by reference. The Project Area includes four contiguous subareas as set forth on the Project Area Map: Eastlake/San Antonio; Fruitvale/San Antonio; Central East Oakland; and Elmhurst.

# III. [§300] PROPOSED REDEVELOPMENT ACTIONS

# A. [§301] <u>General</u>

The Agency proposes to accomplish the goals and purposes of redevelopment in the Project Area through the following strategies:

- 1. Assembling adequate sites for the development and construction of residential, commercial, industrial, or public facilities;
- 2. Demolishing or removing buildings and improvements, when necessary;
- 3. Conveying sites to redevelopers for the development and construction of residential, commercial, industrial, or public facilities;
- 4. Promoting redevelopment by private redevelopers or other public agencies for uses in accordance with this Plan;
- 5. Supporting the rehabilitation of residential, commercial, industrial, or public structures and improvements by present owners, redevelopers, and the Agency;
- 6. Providing for participation by current owners and tenants and the extension of preferences to current business occupants and other tenants;
- 7. Providing relocation assistance to occupants displaced by the Project;
- 8. Managing property under the ownership and control of the Agency;
- 9. Supporting the installation, construction, reconstruction, or enhancement of streets, utilities, parks and open space, and other public improvements; and
- 10. Supporting the new construction, rehabilitation, preservation, and increased availability of housing affordable to low and moderate income households.

As part of its efforts to pursue such redevelopment in the Project Area, and pursuant to the recommendations of the Central City East Project Area Committee ("PAC"), the Agency intends to establish new redevelopment programs, or expand existing programs, including but not limited to programs in the following areas: façade improvement; infrastructure improvements; retail and commercial recruitment; historic preservation; major employer incentives; land assembly and relocation; community facilities; public/private development; and housing.

In the accomplishment of these purposes and activities and in the implementation and furtherance of this Plan, the Agency is authorized to use all the powers provided in this Plan and all the powers now or hereafter permitted by law.

# B. [§302] Cooperation with Public Bodies

Certain public bodies are authorized by state law to aid and cooperate, with or without consideration, in the planning, undertaking, construction or operation of this Project. The Agency shall seek the aid and cooperation of such public bodies and shall attempt to coordinate this Plan with the activities of such public bodies in order to accomplish the purposes of redevelopment and the highest public good.

The Agency, by law, is not authorized to acquire real property owned by public bodies without the consent of such public bodies. The Agency, however, will seek the cooperation of all public bodies that own or intend to acquire property in the Project Area. Any public body that owns or leases property in the Project Area will be afforded all the privileges of owner and tenant participation if such public body is willing to enter into a participation agreement with the Agency. Except as may otherwise be agreed to between the Agency and a public body prior to the adoption of this Plan, all plans for development of property in the Project Area by a public body shall be subject to Agency approval.

The Agency may impose on all public bodies, except as may otherwise be agreed to between the Agency and a public body prior to the adoption of this Plan, the planning and design controls contained in this Plan to insure that present uses and any future development by public bodies will conform to the requirements of this Plan. The Agency is authorized to financially (and otherwise) assist any public entity in the cost of public land, buildings, facilities, structures or other improvements (within or without the Project Area), which land, buildings, facilities, structures or other improvements are or would be of benefit to the Project.

# C. [§303] Property Acquisition

# 1. [§304] Real Property

Except as specifically exempted herein, the Agency may acquire, but is not required to acquire, any real property located in the Project Area by any means authorized by law, including eminent domain. The Agency is authorized to acquire structures without acquiring the land upon which those structures are located. The Agency is authorized to acquire either the entire fee or any other interest in real property less than a fee.

It is in the public interest and is necessary in order to eliminate the conditions requiring redevelopment and in order to execute this Plan for the power of eminent domain to be employed by the Agency to acquire real property in the Project Area which cannot be acquired by gift, devise, exchange, purchase or any other lawful method. Eminent domain proceedings, if used, must be commenced within 12 years from the date the ordinance adopting this Plan becomes effective.

Notwithstanding the above, the Agency may not acquire by eminent domain any real property that contains a single-family owner-occupied house and is located outside the commercial corridors of the Project Area (the properties located within such commercial corridors are shown on the map attached as Attachment No. 5), unless the property has been declared substandard or a public nuisance by the City due to illegal activities or hazardous conditions.

The Agency shall not acquire real property to be retained by an owner pursuant to a participation agreement if the owner fully performs under the agreement.

The Agency shall not acquire real property on which an existing building is to be continued on its present site and in its present form and use without the consent of the owner unless: (a) such building requires structural alteration, improvement, modernization or rehabilitation; (b) the site, or lot on which the building is situated, requires modification in size, shape or use; or (c) it is necessary to impose upon such property any of the controls, limitations, restrictions and requirements of this Plan, and the owner fails or refuses to execute a participation agreement in accordance with the provisions of this Plan.

The Agency is not authorized to acquire real property owned by public bodies which do not consent to such acquisition. The Agency is authorized, however, to acquire public property transferred to private ownership before redevelopment of the Project Area is completed, unless the Agency and the private owner enter into a participation agreement and the owner completes his or her responsibilities under the participation agreement.

# 2. [§305] Personal Property

Generally, personal property shall not be acquired. However, where necessary in the

execution of this Plan, the Agency is authorized to acquire personal property in the Project Area by any lawful means, including eminent domain.

# D. [§306] <u>Demolition</u>, <u>Clearance</u>, and <u>Building</u> and <u>Site Preparation</u>

# 1. [§307] <u>Demolition and Clearance</u>

The Agency is authorized to demolish and clear buildings, structures and other improvements from any real property in the Project Area as necessary to carry out the purposes of this Plan.

# 2. [§308] Preparation of Building Sites

The Agency is authorized to prepare, or cause to be prepared, as building sites any real property in the Project Area owned by the Agency. In connection therewith, the Agency may cause, provide for or undertake the installation or construction of streets, utilities, parks, playgrounds and other public improvements necessary to carry out this Plan. The Agency is also authorized to construct foundations, platforms and other structural forms necessary for the provision or utilization of air rights sites for buildings to be used for residential, commercial, public and other uses provided in this Plan.

Prior consent of the City Council is required for the Agency to develop sites for commercial or industrial use by providing streets, sidewalks, utilities or other improvements which an owner or operator of the site would otherwise be obliged to provide.

# E. [§309] Property Disposition and Development

# 1. [§310] Real Property Disposition and Development

#### a. [§311] General

For the purposes of this Plan, the Agency is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust or otherwise dispose of any interest in real property. To the extent permitted by law, the Agency is authorized to dispose of real property by negotiated lease, sale or transfer without public bidding. Property containing buildings or structures rehabilitated by the Agency shall be offered for resale within one year after completion of rehabilitation, or an annual report concerning such property shall be published by the Agency as required by law.

Real property acquired by the Agency may be conveyed by the Agency without charge to the City and, where beneficial to the Project Area, without charge to any other public body.

All real property acquired by the Agency in the Project Area shall be sold or leased to public or private persons or entities for development for the uses permitted in this Plan.

# b. [§312] <u>Disposition and Development Documents</u>

To provide adequate safeguards to ensure that the provisions of this Plan will be carried out and to prevent the recurrence of blight, all real property sold, leased or conveyed by the Agency, as well as all property subject to participation agreements, is subject to the provisions of this Plan.

The Agency shall reserve such powers and controls in the disposition and development documents as may be necessary to prevent transfer, retention or use of property for speculative purposes and to ensure that development is carried out pursuant to this Plan.

All purchasers or lessees of property acquired from the Agency may be made obligated to use the property for the purposes designated in this Plan, to begin and complete development of the property within a period of time which the Agency fixes as reasonable and to comply with other conditions which the Agency deems necessary to carry out the purposes of this Plan. The Agency may require that any or all such development plans be submitted to the Agency for approval and design review.

Leases, deeds, contracts, agreements and declarations of restrictions of the Agency may contain restrictions, covenants, covenants running with the land, rights of reverter, powers of termination and rights of reentry, conditions subsequent, equitable servitudes or any other provisions necessary to carry out this Plan. Where appropriate, as determined by the Agency, such documents, or portions thereof, shall be recorded in the office of the Alameda County Recorder.

All property in the Project Area is hereby subject to the restriction that there shall be no discrimination or segregation based upon race, color, creed, religion, sex, sexual preference, age, marital status, national origin or ancestry, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC), or disability in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of property in the Project Area. All property sold, leased, conveyed or subject to a participation agreement shall be expressly subject by appropriate documents to the restriction that all deeds, leases or contracts for the sale, lease, sublease or other transfer of land in the Project Area shall contain such nondiscrimination and nonsegregation clauses as required by law.

# 2. [§313] <u>Personal Property Disposition</u>

For the purposes of this Plan, the Agency is authorized to lease, sell, exchange, transfer,

assign, pledge, encumber or otherwise dispose of personal property which is acquired by the Agency.

# F. [§314] <u>Promotion of Redevelopment</u>

The Agency may engage in any activity authorized by this Plan and applicable law to promote redevelopment of the Project Area by private redevelopers and other public agencies. In addition, to encourage and support redevelopment by private redevelopers and other public agencies, the Agency may engage or assist in marketing, outreach, dissemination of public information, public events, and other activities promoting the Project.

# G. [§315] Rehabilitation, Conservation and Moving of Structures

# 1. [§316] <u>Rehabilitation and Conservation</u>

The Agency is authorized to rehabilitate and conserve, or to cause to be rehabilitated and conserved, any building or structure in the Project Area owned by the Agency. The Agency is also authorized to advise, encourage and assist in the rehabilitation and conservation of property in the Project Area not owned by the Agency. The Agency is also authorized to acquire, restore, rehabilitate, move and conserve buildings of historic or architectural significance.

It shall be the purpose of this Plan to encourage the retention of existing businesses and to add to the economic viability of the businesses by programs that encourage voluntary participation in conservation and rehabilitation. The Agency is authorized to conduct a program of assistance and incentives to encourage owners of property within the Project Area to upgrade and maintain their property in a manner consistent with the Plan and with other standards that may be established by the Agency for the Project Area.

#### 2. [§317] Moving of Structures

As necessary in carrying out this Plan, the Agency is authorized to move, or to cause to be moved, any standard structure or building or any structure or building which can be rehabilitated to a location within or outside the Project Area.

# H. [§318] <u>Participation Opportunities; Extension of Preferences</u> for Reentry Within Redeveloped Project Area

#### 1. [§319] Opportunities for Owners and Business Tenants

In accordance with this Plan and the rules for participation by owners and the extension of preferences to business tenants adopted by the Agency pursuant to this Plan and the

Community Redevelopment Law, persons who are owners of real property in the Project Area shall be given a reasonable opportunity to participate in redevelopment by: (1) retaining all or a portion of their properties and developing or improving such property for use in accordance with this Plan; (2) acquiring adjacent or other properties within the Project Area and developing or improving such property for use in accordance with this Plan; or (3) selling their properties to the Agency and purchasing other properties in the Project Area.

The Agency shall extend reasonable preferences to persons who are engaged in business in the Project Area to participate in the redevelopment of the Project Area, or to reenter into business within the redeveloped Project Area, if they otherwise meet the requirements prescribed in this Plan.

# 2. [§320] <u>Rules for Participation Opportunities</u>, <u>Priorities</u> and <u>Preferences</u>

In order to provide opportunities to owners to participate in the redevelopment of the Project Area and to extend reasonable preferences to businesses to reenter into business within the redeveloped Project Area, the Agency shall promulgate rules for participation by owners and the extension of preferences to business tenants for reentry within the redeveloped Project Area. If conflicts develop between the desires of participants for particular sites or land uses, the Agency is authorized to establish reasonable priorities and preferences among the owners and business tenants. Some of the factors to be considered in establishing these priorities and preferences may include a participant's length of occupancy in the area; accommodation of as many participants as possible; similarity of land use; the necessity to assemble sites for integrated, modern development; conformity of a participant's proposal with the intent and objectives of this Plan; and service to the community of a participant's proposal.

In addition to opportunities for participation by individual persons and firms, participation shall be available for two or more persons, firms or institutions to join together in partnerships, corporations or other joint entities.

Participation opportunities shall necessarily be subject to and limited by such factors as: (1) the need to assemble and redevelop large sites for integrated, modern development, given market conditions and development economies of scale; (2) the capacity of owners to finance redevelopment or rehabilitation in accordance with this Plan; (3) the development experience of owners and their capacity to undertake development projects as needed to meet Plan objectives; (4) the need to coordinate development projects with other projects or existing uses in the Project Area; (5) the need to change or eliminate some land uses; (6) the need to construct, widen or realign some streets; (7) the need to reduce the total number of individual parcels in the Project Area; or (8) the need to construct or expand public facilities.

# 3. [§321] Participation Agreements

The Agency may require that, as a condition to participation in redevelopment, each owner participant shall enter into a binding agreement with the Agency by which the participant agrees to rehabilitate or develop, use, and maintain the property in conformance with this Plan. In such agreements, participants who retain real property shall be required to join in the recordation of such documents as may be necessary to make the provisions of this Plan applicable to their properties. Whether or not a participant enters into a participation agreement with the Agency, the provisions of this Plan are applicable to all public and private property in the Project Area.

In the event a participant fails or refuses to rehabilitate, develop and use and maintain its real property pursuant to this Plan and a participation agreement, the real property or any interest therein may be acquired by the Agency and sold or leased for rehabilitation or development in accordance with this Plan.

# 4. [§322] Conforming Owners

The Agency may, at its sole and absolute discretion, determine that certain real property within the Project Area presently meets the requirements of this Plan, and the owner of such property will be permitted to remain as a conforming owner without a participation agreement with the Agency, provided such owner continues to operate, use and maintain the real property within the requirements of this Plan. However, a conforming owner may be required by the Agency to enter into a participation agreement with the Agency in the event that such owner desires to: (a) construct any additional improvements or substantially alter or modify existing structures on any of the real property described above as conforming; or (b) acquire additional property within the Project Area.

# I. [§323] <u>Relocation of Persons (Including Individuals and Families).</u> Business Concerns and Others Displaced by the Project

# 1. [§324] <u>Assistance in Finding Other Locations</u>

The Agency shall assist all persons (including individuals and families), business concerns and others displaced by the Project in finding other locations and facilities. In order to carry out the Project with a minimum of hardship to persons (including individuals and families), business concerns and others, if any, displaced from their respective places of residence or business by the Project, the Agency shall assist such persons (including individuals and families), business concerns and others in finding new locations that are decent, safe, sanitary, within their respective financial means, in reasonably convenient locations and otherwise suitable to their respective needs. The Agency may also provide housing inside or outside the

Project Area for displaced persons.

# 2. [§325] Relocation Payments

The Agency shall make relocation payments to persons (including individuals and families), business concerns and others displaced by the Project for moving expenses and direct losses of personal property and additional relocation payments as may be required by law. Such relocation payments shall be made pursuant to the California Relocation Assistance Law (Government Code Section 7260, et seq.) and any Agency rules and regulations adopted pursuant thereto. The Agency may make such other payments as may be appropriate and for which funds are available.

# J. [§326] Property Management

During such time as property, if any, in the Project Area is owned by the Agency, such property shall be under the management and control of the Agency. Such property may be rented or leased by the Agency pending its disposition for redevelopment, and such rental or lease shall be pursuant to such policies as the Agency may adopt.

#### K. [§327] Public Improvements

To the extent now or hereafter permitted by law, the Agency is authorized to pay for, develop or construct any publicly-owned building, facility, structure or other improvement (including parks and open space) either within or without the Project Area, for itself or for any public body or entity, which buildings, facilities, structures or other improvements are or would be of benefit to the Project Area. Specifically, the Agency may pay for, install or construct the buildings, facilities, structures and other improvements identified in Attachment No. 4, attached hereto and incorporated herein by reference, and may acquire or pay for the land required for such uses.

The Agency may enter into contracts, leases and agreements with the City or other public body or entity pursuant to this Section, and the obligation of the Agency under such contract, lease or agreement shall constitute an indebtedness of the Agency which may be made payable out of the taxes levied in the Project Area and allocated to the Agency under subdivision (b) of Section 33670 of the Community Redevelopment Law and Section 502 of this Plan or out of any other available funds.

# L. [§328] <u>Low- and Moderate-Income Housing</u>

# 1. [§329] Replacement Housing

In accordance with Section 33334.5 of the Community Redevelopment Law, whenever dwelling units housing persons and families of low or moderate income are destroyed or removed from the low and moderate income housing market as part of the Project, the Agency shall, within four years of such destruction or removal, rehabilitate, develop or construct, or cause to be rehabilitated, developed or constructed, for rental or sale to persons and families of low or moderate income an equal number of replacement dwelling units at affordable rents within the Project Area or within the territorial jurisdiction of the Agency in accordance with all of the provisions of Sections 33413 and 33413.5 of the Community Redevelopment Law. The Agency shall require that replacement dwelling units rehabilitated, developed, or constructed pursuant to this section remain available at an affordable housing cost to person and families of low income, moderate income, and very low income households, respectively, for the longest feasible time as determined by the Agency, but for not less than the term of this Plan, except to the extent a longer period of time is required by law.

# 2. [§330] Project Area Housing Production

At least 30 percent of all new or substantially rehabilitated dwelling units developed by the Agency in the Project Area shall be available at affordable housing cost to persons and families of low or moderate income, with not less than 50 percent of these units made available at affordable housing cost to very low income households, as required by Section 33413 (in particular, subdivision (b) of that section) of the Community Redevelopment Law. At least 15 percent of all new or substantially rehabilitated dwelling units developed by public or private entities or persons other than the Agency in the Project Area shall be available at affordable housing cost to persons and families of low or moderate income, with not less than 40 percent of these units made available at affordable housing cost to very low income households, as required by Section 33413 (in particular, subdivision (b) of that section) of the Community Redevelopment Law. The requirements of this section shall apply in the aggregate, and not to each individual case of rehabilitation, development, or construction of dwelling units; however, the Agency in its discretion may impose inclusionary housing requirements on particular housing projects developed by public or private entities or persons other than the Agency in the Project Area, as needed in order for the Agency to comply with Section 33413 of the Community Redevelopment Law, this Plan, and the implementation plan adopted for the Project pursuant to Section 33490 of the Community Redevelopment Law.

Notwithstanding the above or anything else in the Plan to the contrary, the affordable housing production requirements as set forth above for the Central City East Project Area are hereby merged with the affordable housing production requirements as set forth in the Oak Knoll

Redevelopment Plan, but only in the limited circumstances and subject to the conditions set forth in this paragraph. In general, the Agency shall ensure that the affordable housing production requirements set forth in Section 33413(b) of the Community Redevelopment Law are met separately for the Central City East Project Area and for the Oak Knoll Project Area every 10 years (the "compliance period") as set forth in the Community Redevelopment Law. However, if the number of new or substantially rehabilitated dwelling units actually developed in the Central City East Project Area during a compliance period and made available at an affordable housing cost to low or moderate income families and/or very low income households exceeds the minimum number required by this Section for such income group, the surplus of affordable housing units may be allocated to the Oak Knoll Project Area for purposes of satisfying the affordable housing production requirements of the Oak Knoll Redevelopment Plan for the same income group. Any such allocation shall be subject to all of the following conditions:

- Any allocation of surplus affordable housing units to Oak Knoll must be approved by the governing body of the Agency by resolution.
- Only surplus affordable housing units developed within Central City East with no relationship to development at Oak Knoll may be allocated to Oak Knoll
- The Agency must compensate Central City East redevelopment funds from Oak Knoll redevelopment funds for any allocation of surplus affordable housing units to Oak Knoll as set forth below. The amount of compensation for each unit shall be equal to the average Agency per-unit subsidy for developing affordable housing for the applicable income group, with such average calculated based on the average Agency subsidy provided through the Agency's most recent Notice of Funding Availability process or other affordable housing funding process at the time of the allocation. The compensation shall come from non-housing Oak Knoll tax increment funds. The compensation may be in the form of an Agency commitment to compensate Central City East redevelopment funds from present or future Oak Knoll funds. The Agency may also accept contributions from redevelopers in the Oak Knoll Project Area to fund such compensation. In no event may Oak Knoll Low and Moderate Income Housing Funds be used for such purposes. Any such funds shall be used exclusively within the Central City East Project Area.
- No affordable housing shall be constructed within the Central City East Project Area for the purpose of satisfying the affordable housing production requirements of the Oak Knoll Project Area.
- At least 50% of the Oak Knoll affordable housing area production requirement shall be satisfied by allocating surplus affordable housing units developed in Central City East.

#### 3. [§331] Low and Moderate Income Housing Set Aside

Pursuant to Section 33334.2 of the Community Redevelopment Law and Agency Resolution No. 01-85 C.M.S., not less than 25 percent of all taxes which are allocated to the Agency pursuant to subdivision (b) of Section 33670 of the Community Redevelopment Law and Section 502 of this Plan shall be used by the Agency for the purposes of increasing, improving and preserving the City's supply of housing for persons and families of very low, low or moderate income. However, the Agency's obligation to set-aside amounts for low and moderate income housing in excess of the 20 percent set-aside required by the Community Redevelopment Law shall be subject to the conditions and limitations contained in Agency Resolution No. 01-85 C.M.S. and subsequent Agency resolutions. In carrying out this purpose, the Agency may exercise any or all of its powers.

The Agency may use these funds to meet, in whole or in part, the replacement housing provisions in Section 329 or the affordable housing production provisions in Section 330 above. These funds may only be used inside the Project Area.

The funds for this purpose shall be held in the Agency's Low and Moderate Income Housing Fund until used. Any interest earned by such Low and Moderate Income Housing Fund shall accrue to the Fund.

#### 4. [§332] Other Low and Moderate Income Housing

The Agency is authorized to use other Agency funds for the purposes of increasing, improving and preserving the City's supply of housing for persons and families of very low, low or moderate income. The Agency may acquire land, donate land, improve sites, construct or rehabilitate structures, or provide subsidies to support such housing.

# IV. [§400] USES PERMITTED IN THE PROJECT AREA

#### A. [§401] Redevelopment Land Use Map

The "Redevelopment Land Use Map," attached hereto as Attachment No. 3 and incorporated herein by reference, illustrates the location of the Project Area boundaries, major streets within the Project Area and the proposed land uses to be permitted in the Project for all land -- public, semi-public and private.

# B. [§402] <u>Designated Land Uses</u>

# 1. [§403] Residential Uses

The areas shown on the Redevelopment Land Use Map (Attachment No. 3) for residential uses shall be used for the residential uses set forth and described in the Oakland Planning Code, as such Code may be amended by the City from time to time. Alternative uses may be established to the extent and in the manner provided by the City's General Plan, the Oakland Planning Code, and other local codes and ordinances.

# 2. [§404] Commercial Uses

The areas shown on the Redevelopment Land Use Map (Attachment No. 3) for commercial uses shall be used for the general commercial uses set forth and described in the Oakland Planning Code, as such Code may be amended by the City from time to time. Alternative uses may be established to the extent and in the manner provided by the City's General Plan, the Oakland Planning Code, and other local codes and ordinances.

## 3. [§405] Industrial Uses

The areas shown on the Redevelopment Land Use Map (Attachment No. 3) for industrial uses shall be used for the industrial uses set forth and described in the Oakland Planning Code, as such Code may be amended by the City from time to time. Alternative uses may be established to the extent and in the manner provided by the City's General Plan, the Oakland Planning Code, and other local codes and ordinances.

# C. [§406] Other Land Uses

# 1. [§407] Public Rights-of-Way

As illustrated on the Redevelopment Land Use Map (Attachment No. 3), the major public streets within the Project Area include Foothill Boulevard, MacArthur Boulevard, International Boulevard, High Street, Bancroft Avenue, Seminary Avenue, Fruitvale Avenue, 98<sup>th</sup> Avenue, 73<sup>rd</sup> Avenue, and Durant Avenue.

Additional public streets, alleys and easements may be created in the Project Area as needed for proper development. Existing streets, alleys and easements may be abandoned, closed or modified as necessary for proper development of the Project.

Any changes in the existing interior or exterior street layout shall be in accordance with the General Plan, the objectives of this Plan and the City's design standards, shall be effectuated in the manner prescribed by state and local law and shall be guided by the following criteria:

a. A balancing of the needs of proposed and potential new

developments for adequate pedestrian and vehicular access, vehicular parking and delivery loading docks with the similar needs of any existing developments permitted to remain. Such balancing shall take into consideration the rights of existing owners and tenants under the rules for owner and tenant participation adopted by the Agency for the Project and any participation agreements executed thereunder;

- b. The requirements imposed by such factors as topography, traffic safety and aesthetics;
- c. The potential need to serve not only the Project Area and new or existing developments but to also serve areas outside the Project by providing convenient and efficient vehicular access and movement; and
- d. The potential need to enhance mass transportation facilities or equipment.

The public rights-of-way may be used for vehicular and/or pedestrian traffic, as well as for public improvements, public and private utilities and activities typically found in public rights-of-way.

# 2. [§408] Other Public, Semi-Public, Institutional and Nonprofit Uses

In any area shown on the Redevelopment Land Use Map (Attachment No. 3), the Agency is authorized to permit the maintenance, establishment or enlargement of public, semi-public, institutional or nonprofit uses, including park and recreational facilities, libraries, educational, fraternal, employee, philanthropic, religious and charitable institutions, utilities, railroad rights-of-way and facilities of other similar associations or organizations, as set forth and described in the Oakland Planning Code, as such Code may be amended by the City from time to time. Alternative uses may be established to the extent and in the manner provided by the City's General Plan, the Oakland Planning Code, and other local codes and ordinances. All such uses shall, to the extent possible, conform to the provisions of this Plan applicable to the uses in the specific area involved. The Agency may impose such other reasonable requirements or restrictions as may be necessary to protect the development and use of the Project Area.

### 3. [§409] Interim Uses

Pending the ultimate development of land by developers and participants, the Agency is authorized to use or permit the use of any land in the Project Area for interim uses that are not in

conformity with the uses permitted in this Plan.

# 4. [§410] Nonconforming Uses

The Agency may permit an existing use to remain in an existing building in good condition which use does not conform to the provisions of this Plan, provided that such use is generally compatible with existing and proposed developments and uses in the Project Area. The owner of such a property must be willing to enter into a participation agreement and agree to the imposition of such reasonable restrictions as may be necessary to protect the development and use of the Project Area.

The Agency may authorize additions, alterations, repairs or other improvements in the Project Area for uses which do not conform to the provisions of this Plan where such improvements are within a portion of the Project where, in the determination of the Agency, such improvements would be compatible with surrounding Project uses and development.

# D. [§411] General Controls and Limitations

All real property in the Project Area is made subject to the controls and requirements of this Plan. No real property shall be developed, rehabilitated or otherwise changed after the date of the adoption of this Plan, except in conformance with the provisions of this Plan.

#### 1. [§412] Construction

All construction in the Project Area shall comply with all applicable state and local laws and codes in effect from time to time. In addition to applicable codes, ordinances or other requirements governing development in the Project Area, additional specific performance and development standards may be adopted by the Agency to control and direct redevelopment activities in the Project Area.

#### 2. [§413] Rehabilitation and Retention of Properties

Any existing structure within the Project Area approved by the Agency for retention and rehabilitation shall be repaired, altered, reconstructed or rehabilitated in such a manner that it will be safe and sound in all physical respects and be attractive in appearance and not detrimental to the surrounding uses.

### 3. [§414] Limitation on the Number of Buildings

The number of buildings in the Project Area shall not exceed the number of buildings permitted under the City's General Plan.

#### 4. [§415] Number of Dwelling Units

The number of dwelling units presently in the Project Area is approximately 27,300, and shall not exceed the number of dwelling units permitted under the City's General Plan.

#### 5. [§416] <u>Limitation on Type, Size and Height of Buildings</u>

Except as set forth in other sections of this Plan, the type, size and height of buildings shall be as limited by applicable federal, state and local statutes, ordinances and regulations.

# 6. [§417] Open Spaces, Landscaping, Light, Air and Privacy

The approximate amount of open space to be provided in the Project Area is the total of all areas which will be in the public rights-of-way, the public ground, the space around buildings and all other outdoor areas not permitted to be covered by buildings. Landscaping shall be developed in the Project Area to ensure optimum use of living plant material.

Sufficient space shall be maintained between buildings in all areas to provide adequate light, air and privacy.

#### 7. [§418] <u>Signs</u>

All signs shall conform to City sign ordinances or codes as they now exist or are hereafter amended. Design of all proposed new signs, except signs of another public body which are placed under the authority of that public body, shall be submitted to the Agency and the City prior to installation for review and approval pursuant to the procedures of this Plan.

#### 8. [§419] <u>Utilities</u>

The Agency may require that all utilities be placed underground whenever physically and economically feasible.

# 9. [§420] Incompatible Uses

No use or structure which by reason of appearance, traffic, smoke, glare, noise, odor or similar factors would be incompatible with the surrounding areas or structures shall be permitted in any part of the Project Area.

#### 10. [§421] Nondiscrimination and Nonsegregation

There shall be no discrimination or segregation based upon race, color, creed, religion, sex, sexual preference, age marital status, national origin or ancestry, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC), or disability permitted in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of property in the Project Area.

#### 11. [§422] Subdivision of Parcels

The Agency may require that no parcel in the Project Area, including any parcel retained by a participant, be subdivided without the approval of the Agency.

# 12. [§423] Minor Variations

Under exceptional circumstances, the Agency is authorized to permit a variation from the limits, restrictions and controls established by this Plan. In order to permit such variation, the Agency must determine that:

- a. The application of certain provisions of this Plan would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of this Plan;
- b. There are exceptional circumstances or conditions applicable to the property or to the intended development of the property which do not apply generally to other properties having the same standards, restrictions and controls;
- c. Permitting a variation will not be materially detrimental to the public welfare or injurious to property or improvements in the area; and
- d. Permitting a variation will not be contrary to the objectives of this Plan or of the General Plan of the City.

No variation shall be granted which changes a basic land use or which permits other than a minor departure from the provisions of this Plan. In permitting any such variation, the Agency may impose such conditions as are necessary to protect the public peace, health, safety or welfare and to assure compliance with the purposes of this Plan. Any variation permitted by the Agency hereunder shall not supersede any other approval required under City codes and ordinances.

# E. [§424] <u>Design for Development</u>

Within the limits, restrictions and controls established in this Plan, the Agency is authorized to establish heights of buildings, land coverage, setback requirements, design criteria, traffic circulation, traffic access and other development and design controls necessary for proper development of both private and public areas within the Project Area.

No new improvement shall be constructed, and no existing improvement shall be substantially modified, altered, repaired or rehabilitated except in accordance with this Plan and any such controls and, in the case of property which is the subject of a disposition and development or participation agreement with the Agency and any other property, in the discretion of the Agency, in accordance with architectural, landscape and site plans submitted to and approved in writing by the Agency. One of the objectives of this Plan is to create an attractive and pleasant environment in the Project Area. Therefore, such plans shall give consideration to good design, open space and other amenities to enhance the aesthetic quality of the Project Area. The Agency shall not approve any plans that do not comply with this Plan.

# F. [§425] <u>Building Permits</u>

No permit shall be issued for the construction of any new building or for any construction on an existing building in the Project Area from the date of adoption of this Plan until the application for such permit has been made and processed in a manner consistent with all City requirements.

The Agency is authorized to establish permit procedures and approvals in addition to those set forth above where required for the purposes of this Plan. Where such additional procedures and approvals are established, a building permit shall be issued only after the applicant for same has been granted all approvals required by the City and the Agency at the time of application.

# V. [§500] METHODS OF FINANCING THE PROJECT

#### A. [§501] General Description of the Proposed Financing Method

The Agency is authorized to finance this Project with financial assistance from the City, State of California, federal government, tax increment funds, interest income, Agency bonds, donations, loans from private financial institutions, the lease or sale of Agency-owned property or any other available source, public or private.

The Agency is also authorized to obtain advances, borrow funds and create indebtedness in carrying out this Plan. The principal and interest on such advances, funds and indebtedness may be paid from tax increments or any other funds available to the Agency. Advances and

loans for survey and planning and for the operating capital for nominal administration of this Project may be provided by the City until adequate tax increment or other funds are available, or sufficiently assured, to repay the advances and loans and to permit borrowing adequate working capital from sources other than the City. The City, as it is able, may also supply additional assistance through City loans and grants for various public facilities.

The City or any other public agency may expend money to assist the Agency in carrying out this Project. As available, gas tax funds from the state and county may be used for street improvements and public transit facilities.

#### B. [§502] <u>Tax Increment Funds</u>

All taxes levied upon taxable property within the Project Area each year, by or for the benefit of the State of California, the County of Alameda, the City of Oakland, any district or any other public corporation (hereinafter sometimes called "taxing agencies") after the effective date of the ordinance approving this Plan, shall be divided as follows:

- 1 That portion of the taxes which would be produced by the rate upon which the tax is levied each year by or for each of said taxing agencies upon the total sum of the assessed value of the taxable property in the Project as shown upon the assessment roll used in connection with the taxation of such property by such taxing agency, last equalized prior to the effective date of such ordinance, shall be allocated to and when collected shall be paid into the funds of the respective taxing agencies as taxes by or for said taxing agencies on all other property are paid (for the purpose of allocating taxes levied by or for any taxing agency or agencies which did not include the territory of the Project on the effective date of such ordinance but to which such territory is annexed or otherwise included after such effective date, the assessment roll of the County of Alameda last equalized on the effective date of said ordinance shall be used in determining the assessed valuation of the taxable property in the Project on said effective date).
- 2. Except as provided in subdivision 3, below, that portion of said levied taxes each year in excess of such amount shall be allocated to and when collected shall be paid into a special fund of the Agency to pay the principal of and interest on loans, monies advanced to or indebtedness (whether funded, refunded, assumed or otherwise) incurred by the Agency to finance or refinance, in whole or in part, this Project. Unless and until the total assessed

valuation of the taxable property in the Project exceeds the total assessed value of the taxable property in the Project as shown by the last equalized assessment roll referred to in subdivision 1 hereof, all of the taxes levied and collected upon the taxable property in the Project shall be paid into the funds of the respective taxing agencies. When said loans, advances and indebtedness, if any, and interest thereon, have been paid, all monies thereafter received from taxes upon the taxable property in the Project shall be paid into the funds of the respective taxing agencies as taxes on all other property are paid.

3. That portion of the taxes in excess of the amount identified in subdivision 1, above, which are attributable to a tax rate levied by a taxing agency which was approved by the voters of the taxing agency on or after January 1, 1989, for the purpose of producing revenues in an amount sufficient to make annual repayments of the principal of, and the interest on, any bonded indebtedness for the acquisition or improvement of real property shall be allocated to, and when collected shall be paid into, the fund of that taxing agency.

The portion of taxes mentioned in subdivision 2 above are hereby irrevocably pledged for the payment of the principal of and interest on the advance of monies, or making of loans or the incurring of any indebtedness (whether funded, refunded, assumed or otherwise) by the Agency to finance or refinance the Project, in whole or in part. The Agency is authorized to make such pledges as to specific advances, loans and indebtedness as appropriate in carrying out the Project.

The Agency is authorized to issue bonds from time to time, if it deems appropriate to do so, in order to finance all or any part of the Project. Neither the members of the Agency nor any persons executing the bonds are liable personally on the bonds by reason of their issuance. The amount of the total bonded indebtedness for the Project supported in whole or in part with tax increment revenues that may be outstanding at any one time shall not exceed Two Billion, Three-hundred Million Dollars (\$2,300,000,000).

The bonds and other obligations of the Agency are not a debt of the City or the state, nor are any of its political subdivisions liable for them, nor in any event shall the bonds or obligations be payable out of any funds or properties other than those of the Agency, and such bonds and other obligations shall so state on their face. The bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

The Agency shall not establish or incur loans, advances or indebtedness to finance in whole or in part the Project beyond 20 years from the effective date of the ordinance adopting this Plan, except that the Agency may incur loans, advances or indebtedness beyond 20 years from the effective date of the ordinance adopting this Plan to be paid from the Low and Moderate Income Housing Fund as defined by the Community Redevelopment Law or to meet the Agency's replacement housing or housing production requirements as set forth in Sections 33413 and 33413.5 of the Community Redevelopment Law. This limit shall not prevent the Agency from refinancing, refunding, or restructuring indebtedness after the time limit if the indebtedness is not increased and the time during which the indebtedness is to be repaid is not extended beyond the time limit to repay indebtedness required by Section 33333.2 of the Community Redevelopment Law.

The Agency will comply with the requirements of Section 33607.5 of the Community Redevelopment Law to make certain payments to affected taxing entities.

The Agency shall not pay indebtedness or receive property taxes pursuant to Section 33670 from the Project Area after 45 years from the effective date of the ordinance adopting this Plan.

#### C. [§503] Other Loans and Grants

Any other loans, grants, guarantees or financial assistance from the United States, the State of California or any other public or private source will be utilized if available.

#### VI. [§600] ACTIONS BY THE CITY

The City shall aid and cooperate with the Agency in carrying out this Plan and shall take all actions necessary to ensure the continued fulfillment of the purposes of this Plan and to prevent the recurrence or spread in the area of conditions causing blight. Actions by the City shall include, but not be limited to, the following:

A. Institution and completion of proceedings for opening, closing, vacating, widening or changing the grades of streets, alleys and other public rights-of-way and for other necessary modifications of the streets, the street layout and other public rights-of-way in the Project Area. Such action by the City shall include the requirement of abandonment, removal and relocation by the public utility companies of their operations of public rights-of-way as appropriate to carry out this Plan, provided that nothing in this Plan shall be construed to require the cost of such abandonment, removal and relocation to be borne by others than those legally

required to bear such cost.

- B. Institution and completion of proceedings necessary for changes and improvements in private and publicly-owned public utilities within or affecting the Project Area.
- C. Revision of zoning (if necessary) within the Project Area to permit the land uses and development authorized by this Plan.
- D. Imposition wherever necessary (by conditional use permits or other means) of appropriate controls within the limits of this Plan upon parcels in the Project Area to ensure their proper development and use.
- E. Provision for administrative enforcement of this Plan by the City after development. The City and the Agency shall develop and provide for enforcement of a program for continued maintenance by owners of all real property, both public and private, within the Project Area throughout the duration of this Plan.
- F. Preservation of historical sites.
- G. Performance of the above actions and of all other functions and services relating to public peace, health, safety and physical development normally rendered in accordance with a schedule which will permit the redevelopment of the Project Area to be commenced and carried to completion without unnecessary delays.
- H. The undertaking and completing of any other proceedings necessary to carry out the Project.

The foregoing actions to be taken by the City do not involve or constitute any commitment for financial outlays by the City.

# VII. [§700] ENFORCEMENT

The administration and enforcement of this Plan, including the preparation and execution of any documents implementing this Plan, shall be performed by the Agency and/or the City.

The provisions of this Plan or other documents entered into pursuant to this Plan may also be enforced by court litigation instituted by either the Agency or the City. Such remedies

may include, but are not limited to, specific performance, damages, reentry, injunctions or any other remedies appropriate to the purposes of this Plan. In addition, any recorded provisions which are expressly for the benefit of owners of property in the Project Area may be enforced by such owners.

# VIII. [§800] DURATION AND EFFECTIVENESS OF THIS PLAN

The provisions of this Plan shall be effective, and the provisions of other documents formulated pursuant to this Plan may be made effective, for 30 years from the date of adoption of this Plan by the City Council, except that the nondiscrimination and nonsegregation provisions shall run in perpetuity. After this time limit on the duration and effectiveness of the plan, the Agency shall have no authority to act pursuant to this Plan except to pay previously incurred indebtedness and to enforce existing covenants or contracts, and except that, if the Agency has not completed its housing obligations pursuant to Section 33413 of the Community Redevelopment Law, it shall retain its authority to implement its requirements under Section 33413, including its ability to incur and pay indebtedness for this purpose, and shall use this authority to complete these housing obligations as soon as reasonably possible.

#### IX. [§900] PROCEDURE FOR AMENDMENT

This Plan may be amended by means of the procedure established in Sections 33450-33458 of the Community Redevelopment Law or by any other procedure hereafter established by law.

# X. [§1000] MERGER

Upon the effective date of the Ordinance adopting the Third Amendment to this Plan, and provided an ordinance becomes effective that amends the Redevelopment Plan for the Oak Knoll Redevelopment Project Area with this Project Area, the Central City East Project Area is hereby merged with the Oak Knoll Project Area. The merged project area may be referred to as the "Central City East/Oak Knoll Project Area" or the "Central City East/Oak Knoll Redevelopment Project." Any tax increment funds allocated to the Agency pursuant to Section 502 of the Redevelopment Plan for the Oak Knoll Redevelopment Project that are attributable to the Oak Knoll Project Area as established prior to the Third Amendment to the Oak Knoll Redevelopment Plan may be allocated to the entire Central City East/Oak Knoll Project Area for the purpose of paying the principal of, and interest on, indebtedness incurred by the Agency to finance or refinance, in whole or in part, the Central City East/Oak Knoll Redevelopment Project. Notwithstanding the merger, tax increment funds allocated to the Agency pursuant to Section 502 of this Plan that are attributable to the Central City East Project Area as established prior to the Third Amendment to this Plan, may not be

allocated to the Oak Knoll Redevelopment Project.

Notwithstanding the merger, all provisions of this Plan shall continue to govern the Central City East Project Area as established prior to the Third Amendment to this Plan. The Redevelopment Plan for the Oak Knoll Redevelopment Project shall have no application to this Project Area.

# CENTRAL CITY EAST REDEVELOPMENT PLAN

#### **ATTACHMENT NO. 1**

# **LEGAL DESCRIPTION OF THE PROJECT AREA BOUNDARIES**

The boundaries of the Central City East Redevelopment Project are described as set forth in the attached legal descriptions. The original project area was modified by the First Amendment to the Redevelopment Plan to subtract the parcel known as Assessor's Parcel 0000-0461-001. The legal description of the detached parcel ("Detachment From Central City East Survey Area") may be found on page 60, after the legal description of the original project area.

PLS SURVEYS, INC. 2220 LIVINGSTON STREET, SUITE 202 OAKLAND, CA 94606

#### CENTRAL CITY EAST SURVEY AREA

A PARCEL OF LAND IN THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF THE CENTRAL DISTRICT REDEVELOPMENT PROJECT AREA, ALSO BEING A POINT ON THE SOUTHERLY PROLONGATION OF THE APPARENT CENTERLINE OF FIRST AVENUE PLACE, HAVING A COORDINATE VALUE IN THE CALIFORNIA COORDINATE SYSTEM, NAD '83 ZONE III OF NORTHING=2118075.79 AND EASTING=6054089.40, SAID POINT BEARING N63°09'11"W, 733.38 FEET FROM A MONUMENT AT THE INTERSECTION OF 3RD AVENUE AND EAST 15<sup>TH</sup> STREET HAVING A COORDINATE VALUE OF N=2117744.59 AND E=6054743.73; THENCE LEAVING THE BOUNDARY OF SAID CENTRAL DISTRICT REDEVELOPMENT PROJECT AREA AND SAID **POINT OF BEGINNING** 

- L1 N40° 50' 16"W, 33.68 FEET, TO THE CENTERLINE OF THE TRAVELED WAY OF FIRST AVENUE; THENCE ALONG LAST SAID CENTERLINE
- **L2** N49° 09' 45"E, 272.83 FEET; THENCE
- L3 N49° 31' 46"E, 252.42 FEET; THENCE LEAVING LAST SAID CENTERLINE AND ALONG THE EXTENDED CENTERLINE AND THE CENTERLINE OF THE EASTBOUND LANES OF LAKE SHORE AVENUE
- **L4** N69° 18' 16"E, 154.18 FEET; THENCE ALONG A
- C1 CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 381.24 FEET, A DELTA OF 46° 29'03", AN ARC LENGTH OF 309.30 FEET, WHOSE RADIUS BEARS N19° 42' 38"W TO A POINT ON THE APPARENT CENTERLINE OF EAST 18<sup>TH</sup> STREET; THENCE ALONG SAID APPARENT CENTERLINE
- **L5** S65° 37' 50"E, 116.23 FEET TO THE APPARENT INTERSECTION OF THE CENTERLINES OF EAST  $18^{TH}$  STREET AND ATHOL AVENUE; THENCE ALONG THE APPARENT CENTERLINE OF ATHOL AVENUE, ALONG A
- C2 CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 708.15 FEET A DELTA OF 11° 49′ 26″, AN ARC LENGTH OF 146.14 FEET, WHOSE RADIUS BEARS S55° 53′ 50″E; THENCE THROUGH THE BLOCK BETWEEN SAID ATHOL AVENUE AND 3RD AVENUE
- **L6** S65° 32' 54"E, 156.93 FEET; THENCE
- L7 N86° 34' 10"E, 74.51 FEET; THENCE
- **L8** S75° 33' 03"E, 116.39 FEET; THENCE
- **L9** S63° 18' 09"E, 142.10 FEET; THENCE
- **L10** S61° 15' 14"E, 119.02 FEET; THENCE

- L11 N28° 44' 46"E, 215.51 FEET, TO A POINT ON THE APPARENT CENTERLINE OF ATHOL AVENUE; THENCE ALONG LAST SAID APPARENT CENTERLINE ALONG A C3 CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 811.19 FEET A DELTA OF 14° 13' 27", AN ARC LENGTH OF 201.38 FEET, WHOSE RADIUS BEARS N02° 05' 12"E; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN ATHOL AVENUE AND PARK BOULEVARD
- **L12** S15° 18' 45"E, 88.78 FEET; THENCE
- **L13** S79° 46' 36"E, 43.63 FEET; THENCE
- **L14** N75° 44' 54"E, 21.68 FEET; THENCE
- **L15** S14° 15' 06"E, 9.44 FEET; THENCE
- **L16** S78° 29' 32"E, 51.35 FEET; THENCE
- L17 S20° 18' 45"E, 50.90 FEET; THENCE
- **L18** N69° 41' 15"E, 81.51 FEET; THENCE
- **L19** N65° 39' 52"E, 93.06 FEET; THENCE
- **L20** N65° 39' 52"E, 64.90 FEET; THENCE
- **L21** N25° 51' 30"W, 66.09 FEET; THENCE
- **L22** N58° 57' 00"E, 198.86 FEET; THENCE
- L23 N79° 30' 00"E, 96.10 FEET TO THE APPARENT CENTERLINE OF NEWTON AVENUE; THENCE ALONG SAID APPARENT CENTERLINE
- **L24** S10° 30' 00"E, 10.81 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN NEWTON AVENUE AND WAYNE PLACE
- **L25** S79° 30' 00"W, 94.14 FEET; THENCE
- **L26** S58° 57' 00"W, 42.14 FEET; THENCE
- **L27** S10° 30' 00"E, 28.21 FEET; THENCE
- **L28** S79° 30′ 00″W, 30.00 FEET; THENCE
- **L29** S10° 30' 00"E, 75.00 FEET; THENCE
- **L30** N79° 30' 00"E, 50.00 FEET; THENCE
- **L31** S10° 30′ 00″E, 10.00 FEET; THENCE
- L32 N79° 30' 00"E, 111.00 FEET TO THE APPARENT CENTERLINE OF NEWTON AVENUE; THENCE ALONG LAST SAID APPARENT CENTERLINE
- L33 S10° 27' 16"E, 116.95 FEET TO THE APPARENT CENTERLINE OF PARK BOULEVARD; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L34** S77° 05' 30"W, 60.04 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE
- L35 S11° 45' 05"E, 41.58 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID PARK BOULEVARD; THENCE THROUGH THE BLOCK BETWEEN SAID PARK BOULEVARD AND  $5^{\text{TH}}$  AVENUE
- **L36** S41° 59' 00"E, 89.00 FEET; THENCE
- **L37** S47° 51' 17"W, 1.75 FEET; THENCE
- **L38** S40° 50' 37"E, 112.45 FEET TO THE APPARENT CENTERLINE OF  $5^{TH}$  AVENUE; THENCE ALONG LAST SAID CENTERLINE
- **L39** N49° 09' 23"E, 96.13 FEET; THENCE LEAVING LAST SAID CENTERLINE AND THROUGH THE BLOCK BETWEEN SAID  $5^{\rm TH}$  AVENUE AND  $7^{\rm TH}$  AVENUE
- **L40** S40° 50' 37"E, 133.73 FEET; THENCE
- **L41** N49° 09' 23"E, 25.00 FEET; THENCE
- **L42** S40° 50' 37"E, 400.00 FEET; THENCE

- **L43** S49° 09' 24"W, 25.00 FEET; THENCE
- **L44** S40° 50' 37"E, 75.00 FEET; THENCE
- **L45** S49° 09' 23"W, 75.00 FEET; THENCE
- **L46** S40° 50' 21"E, 110.24 FEET TO THE APPARENT CENTERLINE OF SAID 7<sup>TH</sup> AVENUE; THENCE ALONG LAST APPARENT CENTERLINE
- L47 S49° 09' 23"W, 30.00 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE AND THROUGH THE BLOCK BETWEEN SAID  $7^{\rm TH}$  AVENUE AND  $8^{\rm TH}$  AVENUE
- **L48** S40° 50' 50"E, 128.65 FEET; THENCE
- **L49** N49° 09' 23"E, 102.00 FEET; THENCE
- **L50** S40° 50' 37"E, 149.50 FEET; THENCE
- **L51** S49° 09' 23"W, 68.00 FEET; THENCE
- **L52** S40° 50' 37"E, 80.88 FEET TO THE APPARENT CENTERLINE OF SAID 8<sup>TH</sup> AVENUE; THENCE ALONG LAST SAID APPARENT CENTERLINE
- L53 N48° 53' 54"E, 38.00 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE AND THROUGH THE BLOCK BETWEEN SAID  $8^{\rm TH}$  AVENUE AND  $9^{\rm TH}$  AVENUE
- **L54** S40° 50' 37"E, 104.30 FEET; THENCE
- **L55** N49° 09' 23"E, 32.00 FEET; THENCE
- **L56** S40° 50' 37"E, 150.00 FEET; THENCE
- **L57** S49° 09' 23"W, 43.00 FEET; THENCE
- **L58** S40° 50' 37"E, 104.55 FEET TO THE APPARENT CENTERLINE OF SAID 9<sup>TH</sup> AVENUE; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L59** S48° 41' 15"W, 35.33 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE AND THROUGH THE BLOCK BETWEEN SAID  $9^{TH}$  AVENUE AND  $10^{TH}$  AVENUE
- **L60** S40° 50' 37"E, 104.26 FEET; THENCE
- **L61** N49° 09' 23"E, 53.33 FEET; THENCE
- **L62** S40° 50' 37"E, 75.00 FEET; THENCE
- L63 S49° 09' 23"W, 25.00 FEET; THENCE
- **L64** S40° 50' 37"E, 35.00 FEET; THENCE
- **L65** S49° 09' 23"W, 65.00 FEET; THENCE
- **L66** S40° 50' 37"E, 144.55 FEET TO THE APPARENT CENTERLINE OF SAID 10<sup>TH</sup> AVENUE; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L67** N49° 09' 24"E, 41.00 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE AND THROUGH THE BLOCK BETWEEN SAID  $10^{TH}$  AVENUE AND  $11^{TH}$  AVENUE, ACROSS SAID  $11^{TH}$  AVENUE AND THROUGH THE BLOCK BETWEEN SAID  $11^{TH}$  AVENUE AND  $12^{TH}$  AVENUE
- **L68** S40° 50' 37"E, 179.55 FEET; THENCE
- **L69** S49° 09' 23"W, 25.00 FEET; THENCE
- L70 S40° 29' 25"E, 243.37 FEET; THENCE
- L71 N49° 07' 44"E, 13.24 FEET; THENCE
- **L72** S40° 50' 37"E, 32.50 FEET; THENCE
- **L73** N49° 07' 43"E, 13.26 FEET; THENCE
- L74 S80° 11' 43"E, 39.43 FEET; THENCE
- **L75** S40° 50' 37"E, 50.00 FEET; THENCE
- **L76** S49° 07' 43"W, 51.50 FEET; THENCE

- L77 S40° 50' 37"E, 182.68 FEET TO THE APPARENT CENTERLINE OF 12<sup>TH</sup> AVENUE; THENCE ALONG LAST SAID APPARENT CENTERLINE
- L78 N49° 13' 06"E, 51.50 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE
- **L79** S40° 50' 37"E, 105.58 FEET; THENCE
- **L80** S49° 13' 06"W, 38.50 FEET; THENCE
- **L81** S40° 50' 37"E, 254.55 FEET TO THE APPARENT CENTERLINE OF 13<sup>TH</sup> AVENUE; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L82** S49° 13' 06"W, 21.50 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE AND THROUGH THE BLOCK BETWEEN SAID 13<sup>TH</sup> AVENUE AND EAST 21<sup>ST</sup> STREET
- **L83** S40° 46' 54"E, 134.55 FEET; THENCE
- **L84** N49° 13' 06"E, 180.15 FEET; THENCE
- **L85** S40° 50' 12"E, 45.00 FEET; THENCE
- **L86** N49° 13' 06"E, 110.36 FEET TO THE APPARENT CENTERLINE OF EAST 21<sup>ST</sup> STREET; THENCE ALONG LAST SAID CENTERLINE
- **L87** N40° 50' 36"W, 45.00 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE
- **L88** N49° 13' 06"E, 358.72 FEET TO THE APPARENT CENTERLINE OF EAST 22<sup>ND</sup> STREET; THENCE ALONG LAST SAID APPARENT CENTERLINE
- L89 S40° 48' 46"E, 65.70 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE AND THROUGH THE BLOCK BETWEEN SAID EAST 22ND STREET AND EAST 23RD STREET
- **L90** N49° 09' 23"E, 29.16 FEET; THENCE
- **L91** N66° 03' 22"E, 34.00 FEET; THENCE
- **L92** N69° 20' 49"E, 27.33 FEET; THENCE
- **L93** N49° 13′ 06"E, 69.14 FEET; THENCE
- **L94** N40° 50' 37"W, 39.93 FEET; THENCE
- **L95** N49° 09' 23"E, 73.34 FEET; THENCE
- **L96** S40° 50' 37"E, 39.86 FEET; THENCE
- **L97** N49° 37' 39"E, 30.94 FEET; THENCE
- **L98** S40° 50' 37"E, 36.00 FEET; THENCE
- **L99** N46° 12' 42"E, 98.08 FEET TO THE APPARENT CENTERLINE OF SAID 23<sup>RD</sup> STREET; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L100** S40° 50' 37"E, 54.14 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE AND THROUGH THE BLOCK BETWEEN SAID EAST  $23^{RD}$  STREET AND EAST  $24^{TH}$  STREET
- **L101** N49° 13′ 06"E, 143.55 FEET; THENCE
- **L102** N40° 50' 37"W, 30.00 FEET; THENCE
- **L103** N49° 13' 06"E, 65.00 FEET; THENCE
- **L104** S40° 50' 37"E, 70.00 FEET; THENCE
- **L105** N49° 13' 06"E. 50.54 FEET: THENCE
- **L106** S40° 50' 37"E, 40.00 FEET; THENCE
- **L107** N49° 13' 06"E, 100.41 FEET TO THE APPARENT CENTERLINE OF EAST 24<sup>TH</sup> STREET; THENCE ALONG LAST SAID APPARENT CENTERLINE

- **L108** S40° 43' 17"E, 25.50 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE AND THROUGH THE BLOCK BETWEEN SAID EAST  $24^{TH}$  STREET AND EAST  $25^{TH}$  STREET
- **L109** N49° 13′ 06"E, 179.20 FEET; THENCE
- **L110** S40° 50' 37"E, 47.00 FEET; THENCE
- **L111** N49° 13' 06"E, 150.10 FEET TO THE APPARENT CENTERLINE OF EAST 25<sup>TH</sup> STREET; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L112** S41° 09' 06"E, 91.65 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE AND THROUGH THE BLOCK BETWEEN SAID EAST  $25^{\text{TH}}$  STREET AND EAST  $26^{\text{TH}}$  STREET
- **L113** N49° 59' 29"E, 65.00 FEET; THENCE
- L114 N40° 00' 31"W, 38.50 FEET; THENCE
- L115 N49° 59' 29"E, 105.00 FEET; THENCE
- **L116** S40° 00' 31"E, 35.00 FEET; THENCE
- L117 N49° 59' 29"E, 35.00 FEET; THENCE
- L118 S40° 00' 31"E, 35.00 FEET; THENCE
- **L119** N47° 56' 52"E, 70.10 FEET; THENCE
- **L120** S40° 04' 53"E, 36.50 FEET; THENCE
- L121 N53° 11' 51"E, 99.82 FEET TO THE APPARENT CENTERLINE OF EAST 26<sup>TH</sup> STREET: THENCE ALONG LAST SAID APPARENT CENTERLINE
- L122 S51° 40' 20"E, 10.00 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE AND THROUGH THE BLOCK BETWEEN SAID EAST  $26^{TH}$  STREET AND EAST  $27^{TH}$  STREET
- L123 N38° 06' 29"E, 170.86 FEET; THENCE
- **L124** S51° 53' 31"E, 70.00 FEET; THENCE
- **L125** N38° 06' 29"E, 35.00 FEET; THENCE
- **L126** S51° 53' 31"E, 35.00 FEET; THENCE
- **L127** N38° 06' 29"E, 35.00 FEET; THENCE
- **L128** S51° 53' 31"E, 35.00 FEET; THENCE
- **L129** N38° 06' 29"E, 100.00 FEET TO THE APPARENT CENTERLINE OF EAST 27<sup>TH</sup> STREET; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L130** N51° 53' 31"W, 7.13 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE AND THROUGH THE BLOCK BETWEEN SAID EAST 27<sup>TH</sup> STREET AND VALLECITO PLACE
- **L131** N38° 06' 29"E, 111.24 FEET; THENCE
- L132 S51° 53' 31"E, 66.44 FEET TO THE APPARENT CENTERLINE OF LAST SAID VALLECITO PLACE; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L133** S03° 24' 30"W, 135.30 FEET TO THE NORTHERLY SIDE OF 14<sup>TH</sup> AVENUE; THENCE
- **L134** S23° 26' 43"E, 38.64 FEET TO THE APPARENT CENTERLINE OF LAST SAID 14<sup>TH</sup> AVENUE; THENCE ALONG LAST SAID APPARENT CENTERLINE
- L135 N66° 33' 17"E, 894.97 FEET TO THE PROLONGATION OF THE APPARENT CENTERLINE OF 19<sup>TH</sup> AVENUE; THENCE ALONG LAST SAID APPARENT CENTERLINE L136 S38° 02' 36"W, 768.51 FEET TO THE APPARENT CENTERLINE OF EAST 27<sup>TH</sup>
- STREET; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L137** S51° 55' 55"E, 1,267.88 FEET; THENCE ALONG A

- C4 CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 159.81 FEET A DELTA OF 30° 10' 47", AN ARC LENGTH OF 84.18 FEET, WHOSE RADIUS BEARS N42°37'00"E; THENCE
- L138 S77° 48' 40"E, 514.23 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID EAST 27<sup>TH</sup> STREET AND EAST 26TH STREET
- **L139** S31° 30' 00"W, 97.04 FEET; THENCE
- **L140** S54° 30' 00"E, 136.08 FEET; THENCE
- **L141** S35° 33' 43"W, 40.00 FEET; THENCE
- **L142** N54° 30′ 00″W, 92.80 FEET: THENCE
- **L143** S35° 30' 00"W, 80.00 FEET; THENCE
- **L144** S54° 30' 00"E, 92.72 FEET; THENCE
- **L145** S35° 33' 43"W, 39.08 FEET; THENCE
- **L146** N54° 30' 00"W, 92.98 FEET; THENCE
- L147 S35° 30' 00"W, 325.25 FEET TO THE APPARENT CENTERLINE OF EAST 26<sup>TH</sup> STREET; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L148** S54° 00' 49"E, 25.30 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID EAST 26<sup>TH</sup> STREET AND EAST 24TH STREET
- **L149** S35° 30' 00"W, 99.86 FEET; THENCE
- **L150** S54° 20' 11"E, 67.22 FEET; THENCE
- **L151** S35° 33' 43"W, 60.00 FEET; THENCE
- **L152** N54° 20' 12"W, 67.15 FEET; THENCE
- **L153** S35° 30' 00"W, 30.00 FEET; THENCE
- **L154** S54° 29' 59"E, 17.66 FEET; THENCE
- **L155** S35° 30' 00"W, 30.05 FEET; THENCE
- **L156** S54° 20' 11"E, 49.43 FEET; THENCE
- **L157** S35° 33' 43"W, 139.73 FEET; THENCE
- **L158** N55° 13' 51"W, 76.94 FEET; THENCE
- **L159** S35° 30′ 00″W, 70.00 FEET; THENCE
- **L160** S54° 20' 12"E, 76.86 FEET; THENCE
- **L161** S35° 33′ 43″W, 120.00 FEET; THENCE
- L162 N54° 20' 11"W, 76.73 FEET; THENCE
- **L163** S35° 30' 00"W, 32.00 FEET; THENCE
- **L164** N54° 30′ 00"W, 37.00 FEET; THENCE
- **L165** S35° 30' 00"W, 32.00 FEET; THENCE
- **L166** N54° 30' 00"W, 15.50 FEET; THENCE
- L167 S35° 30' 00"W, 66.70 FEET TO THE APPARENT CENTERLINE OF EAST 24<sup>TH</sup> STREET; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L168** N51° 53' 31"W, 21.49 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID EAST  $24^{TH}$  STREET AND EAST  $23^{RD}$  STREET
- **L169** S38° 06' 29"W, 53.68 FEET; THENCE
- **L170** S51° 53' 31"E, 66.93 FEET; THENCE
- L171 S38° 06' 29"W, 77.35 FEET; THENCE
- **L172** N51° 53' 31"W, 30.00 FEET; THENCE
- L173 S38° 06' 29"W, 50.02 FEET; THENCE

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L174 N49° 19' 25"W, 22.57 FEET; THENCE
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- **L175** S50° 10' 59"W. 51.30 FEET: THENCE
- **L176** N51° 53' 31"W, 51.58 FEET; THENCE
- **L177** S55° 26' 08"W, 83.69 FEET; THENCE
- L178 S52° 11' 59"W, 29.81 FEET TO THE APPARENT CENTERLINE OF 23<sup>RD</sup> STREET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID EAST 23<sup>RD</sup> STREET AND EAST 22<sup>ND</sup> STREET
- L179 S38° 02' 36"W, 29.99 FEET; THENCE
- **L180** S38° 02' 36"W, 60.21 FEET; THENCE
- **L181** S51° 53' 31"E, 31.00 FEET; THENCE
- **L182** S38° 02' 36"W, 75.00 FEET; THENCE
- **L183** S51° 53' 31"E, 33.92 FEET; THENCE
- **L184** S38° 02' 36"W, 75.00 FEET; THENCE
- **L185** N51° 54' 11"W, 58.92 FEET; THENCE
- **L186** S35° 53' 54"W, 125.87 FEET TO THE APPARENT CENTERLINE OF 22<sup>ND</sup> STREET; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L187** S51° 53' 30"E, 14.08 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID EAST  $22^{ND}$  STREET AND EAST  $21^{ST}$  STREET
- **L188** S38° 02' 36"W, 185.00 FEET; THENCE
- **L189** N51° 53' 31"W, 20.79 FEET; THENCE
- **L190** S38° 02' 36"W, 46.19 FEET; THENCE
- **L191** N51° 53' 31"W, 21.68 FEET; THENCE
- **L192** S38° 06' 29"W, 130.10 FEET TO THE APPARENT CENTERLINE OF EAST 21<sup>ST</sup> STREET; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L193** S51° 56' 52"E, 76.53 FEET; THENCE LEAVING LAST SAID CENTERLINE THROUGH THE BLOCK BETWEEN SAID EAST  $21^{ST}$  STREET AND EAST  $20^{TH}$  STREET
- **L194** S37° 53' 14"W, 133.09 FEET; THENCE
- **L195** S52° 06' 46"E, 35.00 FEET; THENCE
- **L196** S37° 53' 14"W, 50.00 FEET; THENCE
- **L197** S52° 06' 46"E, 48.23 FEET; THENCE
- **L198** S37° 53' 14"W, 186.02 FEET TO THE APPARENT CENTERLINE OF EAST 20<sup>TH</sup> STREET; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L199** S51° 53' 31"E, 63.72 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID EAST  $20^{TH}$  STREET AND EAST  $19^{TH}$  STREET
- **L200** S36° 45' 34"W, 135.83 FEET; THENCE
- **L201** S51° 53' 31"E, 94.01 FEET; THENCE
- **L202** S38° 06' 29"W, 149.99 FEET; THENCE
- **L203** N51° 53' 31"W, 58.60 FEET; THENCE
- L204 S38° 06' 29"W, 94.22 FEET TO THE APPARENT CENTERLINE OF EAST 19<sup>TH</sup> STREET: THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L205** S52° 10' 28"E, 23.43 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID EAST  $19^{TH}$  STREET AND EAST  $17^{TH}$  STREET
- **L205a** S38° 02' 36"W, 90.00 FEET; THENCE
- **L205b** S52° 10' 27"E, 40.00 FEET; THENCE

- **L206** S38° 02' 36"W, 180.06 FEET; THENCE
- **L207** N51° 53' 31"W. 42.88 FEET: THENCE
- **L208** S38° 06' 29"W, 112.17 FEET TO THE APPARENT CENTERLINE OF EAST 17<sup>TH</sup> STREET; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L209** S51° 31' 27"E, 356.93 FEET TO THE APPARENT CENTERLINE OF 24<sup>TH</sup> AVENUE; THENCE LAST SAID APPARENT CENTERLINE
- **L210** N38° 04' 31"E, 46.99 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID 24<sup>TH</sup> AVENUE AND IRVING STREET
- **L211** S51° 55' 29"E, 108.90 FEET; THENCE
- **L212** N38° 04' 36"E, 122.80 FEET; THENCE
- **L213** S51° 55' 29"E, 71.09 FEET; THENCE
- **L214** N38° 04' 30"E, 47.53 FEET; THENCE
- L215 S51° 57' 24"E, 140.60 FEET TO THE APPARENT CENTERLINE OF IRVING STREET; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L216** N38° 04' 31"E, 110.77 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID IRVING STREET AND 25<sup>TH</sup> AVENUE
- **L217** S51° 57' 24"E, 135.00 FEET; THENCE
- **L218** N38° 04' 31"E, 45.00 FEET; THENCE
- **L219** S51° 57' 24"E, 64.82 FEET TO THE APPARENT CENTERLINE OF 25<sup>TH</sup> AVENUE; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L220** N38° 04' 31"E, 79.92 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID 25<sup>TH</sup> AVENUE AND 26<sup>TH</sup> AVENUE
- **L221** S51° 57' 24"E, 130.00 FEET; THENCE
- **L222** N38° 04' 31"E, 95.00 FEET; THENCE
- **L223** S51° 57' 24"E, 130.14 FEET TO THE APPARENT CENTERLINE OF SAID 26<sup>TH</sup> AVENUE; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L224** N38° 02' 50"E, 79.86 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID  $26^{TH}$  AVENUE AND EAST  $20^{TH}$  STREET
- **L225** S51° 55' 29"E, 115.04 FEET; THENCE
- **L226** N38° 04' 31"E, 151.94 FEET TO THE APPARENT CENTERLINE OF SAID EAST 20<sup>TH</sup> STREET; THENCE ALONG LAST SAID APPARENT CENTERLINE
- L227 S51° 55' 29"E, 401.51 FEET TO THE APPARENT CENTERLINE OF MITCHELL STREET; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L228** N37° 16' 56"E, 138.07 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE
- L229 S51° 55' 29"E, 30.00 FEET TO THE APPARENT SOUTHEAST RIGHT-OF-WAY LINE OF SAID MITCHELL STREET, THROUGH THE BLOCK BETWEEN SAID MITCHELL STREET AND AUSTIN STREET
- **L230** S56° 43' 42"E, 59.71 FEET; THENCE
- **L231** N36° 08' 32"E, 40.02 FEET; THENCE
- **L232** S49° 45' 31"E, 43.90 FEET; THENCE
- **L233** N38° 04' 30"E, 20.00 FEET; THENCE
- **L234** S51° 44' 20"E, 69.98 FEET; THENCE

- **L235** N18° 17' 12"E, 47.53 FEET; THENCE
- **L236** S82° 51' 02"E. 219.80 FEET: THENCE
- **L237** N07° 08' 57"E, 2.45 FEET; THENCE
- **L238** S82° 51' 02"E, 22.55 FEET; THENCE
- **L239** S14° 07' 34"E, 39.86 FEET; THENCE
- L240 S71° 31' 51"E, 134.22 FEET TO THE APPARENT CENTERLINE OF SAID AUSTIN STREET; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L241** N19° 06' 43"E, 79.31 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID AUSTIN STREET AND RUTHERFORD STREET
- **L242** S71° 31' 51"E, 262.36 FEET TO THE APPARENT CENTERLINE OF SAID RUTHERFORD STREET; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L243** S18° 26' 32"W, 30.00 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID RUTHERFORD STREET AND EAST 22<sup>ND</sup> STREET
- **L244** S71° 31' 51"E, 98.85 FEET; THENCE
- **L245** N18° 28' 10"E, 34.23 FEET; THENCE
- **L246** S71° 31' 51"E, 41.85 FEET; THENCE
- L247 N17° 21' 00"E, 284.90 FEET TO THE APPARENT CENTERLINE OF SAID EAST 22<sup>ND</sup> STREET; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L248** N65° 55' 02"W, 44.41 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID EAST 22ND STREET AND EAST 23<sup>RD</sup> STREET
- **L249** N18° 24' 29"E, 260.06 FEET TO THE APPARENT CENTERLINE OF SAID EAST 23<sup>RD</sup> STREET; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L250** S65° 55' 02"E, 92.42 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID EAST 23<sup>RD</sup> STREET ACROSS ASHBROOK COURT TO GALINDO STREET
- **L251** N18° 36' 00"E, 111.51 FEET; THENCE
- **L252** N65° 55' 02"W, 53.29 FEET; THENCE
- **L253** N18° 25' 02"E, 283.36 FEET; THENCE
- **L254** N68° 49' 22"W, 39.84 FEET; THENCE
- L255 N21° 10' 38"E, 129.26 FEET TO THE APPARENT CENTERLINE OF SAID GALINDO STREET; THENCE ALONG LAST SAID APPARENT CENTERLINE
- L256 S65° 14' 13"E, 36.47 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID GALINDO STREET TO LOGAN STREET
- **L257** N19° 17' 39"E, 211.40 FEET; THENCE
- **L258** S61° 01' 26"E, 43.86 FEET; THENCE
- L259 N23° 50' 52"E, 70.87 FEET TO THE APPARENT CENTERLINE OF SAID LOGAN STREET; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L260** S64° 15' 57"E, 101.24 FEET TO THE APPARENT CENTERLINE OF FRUITVALE AVENUE; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L261** S18° 36' 00"W, 60.52 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF LOGAN STREET; THENCE ALONG LAST SAID SOUTHERLY LINE
- L262 S71° 24' 00"E, 194.70 FEET; THENCE THROUGH THE BLOCK BETWEEN SAID LOGAN STREET TO GALINDO STREET

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L263 S18° 36' 00"W, 99.07 FEET; THENCE
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- **L264** S65° 01' 25"E. 48.97 FEET: THENCE
- **L265** S18° 36' 00"W, 70.70 FEET; THENCE
- **L266** N71° 24' 00"W, 101.37 FEET; THENCE
- L267 S18° 36' 00"W, 98.44 FEET TO THE APPARENT CENTERLINE OF SAID GALINDO STREET; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L268** S71° 24' 00"E, 18.00 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID GALINDO STREET TO EAST 23<sup>RD</sup> STREET
- **L269** S18° 36' 00"W, 132.35 FEET; THENCE
- **L270** S71° 24′ 00"E, 50.00 FEET; THENCE
- **L271** S18° 36' 00"W, 100.00 FEET; THENCE
- **L272** S26° 37' 29"W, 42.92 FEET; THENCE
- **L273** S18° 34' 08"W, 67.54 FEET; THENCE
- **L274** N71° 25' 51"W, 12.16 FEET; THENCE
- **L275** S24° 06' 07"W, 95.00 FEET; THENCE
- **L276** N57° 56' 38"W, 24.98 FEET; THENCE
- **L277** S32° 15' 54"W, 134.46 FEET TO THE APPARENT CENTERLINE OF EAST 23<sup>RD</sup> STREET; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L278** N58° 55' 51"W, 31.56 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID EAST 23RD STREET TO EAST  $22^{ND}$  STREET
- **L279** S21° 17' 44"W, 139.94 FEET; THENCE
- **L280** S72° 10' 54"E, 105.09 FEET; THENCE
- **L281** S13° 54' 40"W, 38.16 FEET; THENCE
- **L282** S57° 59' 01"E, 68.94 FEET; THENCE
- **L283** S32° 00' 59"W, 143.07 FEET TO THE PROLONGATION OF THE APPARENT CENTERLINE OF EAST 22<sup>ND</sup> STREET; THENCE ALONG LAST SAID APPARENT PROLONGATION
- **L284** S56° 48' 06"E, 301.62 FEET TO THE APPARENT CENTERLINE OF COOLIDGE AVENUE; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L285** S32° 15' 54"W, 115.64 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCKS BETWEEN SAID COOLIDGE AVENUE ACROSS 34<sup>TH</sup> AVENUE TO 35<sup>TH</sup> AVENUE
- **L286** S57° 14' 06"E, 125.00 FEET; THENCE
- **L287** N32° 45' 54"E, 36.00 FEET; THENCE
- **L288** S57° 14' 06"E, 214.28 FEET; THENCE
- **L289** S62° 47' 53"E, 132.99 FEET; THENCE
- **L290** N41° 36' 00"E, 32.58 FEET; THENCE
- **L291** S48° 42' 46"E, 122.10 FEET; THENCE
- **L292** S41° 36' 10"W, 50.00 FEET; THENCE
- **L293** S48° 42' 46"E, 36.28 FEET; THENCE
- **L294** N41° 36' 10"E, 49.76 FEET; THENCE
- **L295** S48° 42' 46"E, 136.33 FEET TO THE APPARENT CENTERLINE OF SAID 35<sup>TH</sup> AVENUE; THENCE ALONG LAST SAID APPARENT CENTERLINE

- **L296** S40° 53' 32"W, 66.96 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID  $35^{TH}$  AVENUE TO CROSBY AVENUE
- **L297** S49° 06' 45"E, 29.50 FEET; THENCE
- **L298** S30° 28' 21"E, 93.49 FEET; THENCE
- **L299** S47° 46' 12"W, 46.61 FEET; THENCE
- **L300** S43° 23' 30"E, 33.84 FEET; THENCE
- **L301** S30° 46' 45"E, 76.20 FEET TO THE APPARENT CENTERLINE OF SAID CROSBY AVENUE; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L302** S46° 36' 30"W, 36.16 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID CROSBY AVENUE TO  $36^{\text{TH}}$  AVENUE
- **L303** S27° 11' 00"E, 131.90 FEET; THENCE
- **L304** S47° 14' 00"W, 63.61 FEET; THENCE
- **L305** S04° 38' 59"E, 40.79 FEET; THENCE
- **L306** S39° 31' 00"E, 88.48 FEET TO THE APPARENT CENTERLINE OF SAID 36<sup>TH</sup> AVENUE; THENCE ALONG LAST SAID APPARENT CENTERLINE
- L307 N49° 43' 40"E, 15.68 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID 36TH AVENUE TO HARRINGTON AVENUE
- **L308** S42° 03' 00"E, 176.72 FEET; THENCE
- **L309** N49° 43' 40"E, 145.00 FEET; THENCE
- **L310** S42° 01' 21"E, 82.68 FEET; THENCE
- **L311** S47° 29' 40"W, 149.87 FEET; THENCE
- L312 S42° 16' 20"E, 179.88 FEET TO THE APPARENT CENTERLINE OF SAID HARRINGTON AVENUE; THENCE ALONG LAST SAID APPARENT CENTERLINE
- L313 S49° 40' 52"W, 93.06 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID HARRINGTON AVENUE TO 38TH AVENUE
- **L314** S40° 19' 08"E, 90.00 FEET; THENCE
- **L315** N49° 40' 52"E, 94.00 FEET; THENCE
- **L316** S40° 40' 29"E, 320.11 FEET TO THE APPARENT CENTERLINE OF SAID 38<sup>TH</sup> AVENUE; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L317** S49° 43' 40"W, 61.43 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID 38TH AVENUE TO 40<sup>TH</sup> AVENUE
- **L318** S40° 40′ 29"E, 160.00 FEET; THENCE
- **L319** N49° 43' 40"E, 60.00 FEET; THENCE
- **L320** S40° 40' 29"E, 360.01 FEET; THENCE
- **L321** S49° 43′ 40″W, 50.63 FEET; THENCE
- **L322** S40° 43' 10"E, 89.41 FEET TO THE APPARENT CENTERLINE OF 40<sup>TH</sup> AVENUE; THENCE ALONG LAST SAID APPARENT CENTERLINE
- L323 S49° 19' 30"W, 16.00 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCKS BETWEEN SAID  $40^{TH}$  AVENUE ACROSS ROSEDALE AVENUE TO  $41^{ST}$  AVENUE
- **L324** S40° 40′ 29"E, 80.00 FEET; THENCE
- **L325** N49° 19' 31"E, 63.97 FEET; THENCE
- **L326** S40° 26' 43"E, 465.20 FEET; THENCE

- **L327** S49° 19' 31"W, 62.50 FEET; THENCE
- **L328** S40° 26' 43"E, 78.97 FEET TO THE APPARENT CENTERLINE OF 41<sup>ST</sup> AVENUE; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L329** N49° 19' 31"E, 61.71 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID 41<sup>ST</sup> AVENUE TO 42<sup>ND</sup> AVENUE
- L330 S40° 40' 29"E, 298.60 FEET TO THE APPARENT CENTERLINE OF SAID 42<sup>ND</sup> AVENUE; THENCE ALONG LAST SAID APPARENT CENTERLINE ALONG A
- C5 CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 471.37 FEET A DELTA OF 06° 50′ 14″, AN ARC LENGTH 56.25 FEET, WHOSE RADIUS BEARS S25°17′49″E; THENCE LEAVING LAST SAID APPARENT CENTERLINE ACROSS THE BLOCK BETWEEN SAID 42<sup>ND</sup> AVENUE TO COURTLAND AVENUE
- **L331** S40° 40' 29"E, 182.03 FEET TO THE APPARENT CENTERLINE OF SAID COURTLAND AVENUE; THENCE ALONG LAST SAID APPARENT CENTERLINE ALONG A
- C6 CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 188.09 FEET A DELTA OF 11° 24′ 40″, AN ARC LENGTH 37.46 FEET, WHOSE RADIUS BEARS N01°08′47″W; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID COURTLAND AVENUE TO HIGH STREET
- **L332** S40° 40' 29"E, 170.11 FEET; THENCE
- **L333** N49° 19' 31"E, 30.00 FEET; THENCE
- L334 S40° 40' 29"E, 228.11 FEET TO THE APPARENT CENTERLINE OF HIGH STREET; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L335** N47° 14' 22"E, 96.61 FEET; THENCE
- L336 N37° 54' 51"E, 177.38 FEET TO THE APPARENT CENTERLINE OF YGNACIO AVENUE; THENCE ALONG LAST SAID APPARENT CENTERLINE
- L337 N65° 30' 32"W, 106.33 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID YGNACIO AVENUE AND CARRINGTON STREET
- **L338** N02° 57' 08"E, 184.37 FEET; THENCE
- **L339** N89° 08' 32"E, 43.71 FEET; THENCE
- L340 N37° 54' 51"E, 421.60 FEET TO THE APPARENT CENTERLINE OF CARRINGTON STREET; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L341** S51° 52' 58"E, 54.35 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID CARRINGTON STREET AND SAN CARLOS WALK
- **L342** N37° 16' 29"E, 70.00 FEET; THENCE
- **L343** N51° 52' 36"W, 53.57 FEET; THENCE
- L344 N37° 54' 51"E, 693.49 FEET TO THE APPARENT CENTERLINE OF SAN CARLOS WALK; THENCE ALONG LAST SAID APPARENT CENTERLINE
- L345 S51° 52' 36"E, 175.69 FEET TO THE APPARENT CENTERLINE OF HIGH STREET; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L346** N37° 54' 51"E, 15.49 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID HIGH STREET TO COURTLAND AVENUE
- **L347** S51° 52' 36"E, 136.31 FEET; THENCE
- **L348** N38° 07' 24"E, 25.52 FEET; THENCE

- L349 S57° 09' 51"E, 194.73 FEET TO THE APPARENT CENTERLINE OF SAID COURTLAND AVENUE: THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L350** S39° 23' 30"W, 398.02 FEET TO THE APPARENT CENTERLINE OF 45<sup>TH</sup> AVENUE; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L351** S13° 50' 46"W, 277.47 FEET; THENCE
- L352 S31° 49' 44"W, 335.26 FEET TO THE APPARENT CENTERLINE OF MELROSE PLACE; THENCE ALONG LAST SAID APPARENT CENTERLINE
- L353 N57° 17' 10"W, 148.77 FEET TO THE APPARENT CENTERLINE OF 45<sup>TH</sup> AVENUE; THENCE ALONG LAST SAID APPARENT CENTERLINE
- L354 S31° 49' 44"W, 366.30 FEET TO THE APPARENT CENTERLINE OF YGNACIO AVENUE; THENCE ALONG LAST SAID APPARENT CENTERLINE
- L355 S58° 10' 16"E, 305.00 FEET TO THE APPARENT CENTERLINE OF 46<sup>TH</sup> AVENUE; THENCE ALONG LAST SAID APPARENT CENTERLINE
- L356 N31° 49' 44"E, 60.00 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID  $46^{TH}$  AVENUE TO  $47^{TH}$  AVENUE
- L357 S58° 10' 16"E, 285.00 FEET TO THE APPARENT CENTERLINE OF SAID 47<sup>TH</sup>
- AVENUE; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L358** S31° 49' 44"W, 365.00 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID  $47^{TH}$  AVENUE TO  $48^{TH}$  AVENUE
- **L359** S58° 10' 16"E, 70.00 FEET; THENCE
- **L360** N31° 49' 44"E, 35.00 FEET; THENCE
- **L361** S58° 10' 16"E, 280.00 FEET TO THE APPARENT CENTERLINE OF 48<sup>TH</sup> AVENUE; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L362** S31° 49' 45"W, 8.93 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID 48<sup>TH</sup> AVENUE TO 50<sup>TH</sup> AVENUE
- **L363** S58° 10' 16"E, 110.00 FEET; THENCE
- **L364** N31° 49' 44"E, 47.48 FEET; THENCE
- **L365** S58° 10' 16"E, 57.64 FEET; THENCE
- **L366** N31° 49' 44"E, 96.43 FEET; THENCE
- **L367** S58° 10' 16"E, 167.36 FEET TO THE APPARENT CENTERLINE OF SAID 50<sup>TH</sup> AVENUE; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L368** N31° 49' 44"E, 83.24 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID 50<sup>TH</sup> AVENUE TO 51<sup>ST</sup> AVENUE
- **L369** S58° 10' 17"E, 167.62 FEET; THENCE
- **L370** N31° 49' 16"E, 148.90 FEET; THENCE
- **L371** S58° 10′ 16″E, 80.00 FEET; THENCE
- **L372** S31° 49' 44"W, 30.49 FEET; THENCE
- **L373** S58° 10' 16"E, 79.88 FEET TO THE APPARENT CENTERLINE OF SAID 51<sup>ST</sup> AVENUE; THENCE ALONG LAST SAID APPARENT CENTERLINE
- L374 N29° 12' 03"E, 54.18 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID 51<sup>ST</sup> AVENUE TO VICKSBURG AVENUE
- L375 S88° 42' 23"E, 515.26 FEET TO THE APPARENT CENTERLINE OF VICKSBURG AVENUE; THENCE THROUGH THE BLOCK BETWEEN SAID VICKSBURG AVENUE TO CONGRESS AVENUE
- **L376** S88° 42' 23"E, 200.00 FEET; THENCE
- **L377** S01° 16' 39"W, 64.25 FEET; THENCE

- L378 S88° 42' 23"E, 115.00 FEET TO THE APPARENT CENTERLINE OF SAID CONGRESS AVENUE; THENCE ALONG LAST SAID APPARENT CENTERLINE
- L379 N01° 16' 39"E, 12.25 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID CONGRESS AVENUE AND FAIRFAX AVENUE
- **L380** S88° 42' 23"E, 70.00 FEET; THENCE
- **L381** N01° 16' 38"E, 52.00 FEET; THENCE
- **L382** S88° 42' 23"E, 80.00 FEET; THENCE
- **L383** S01° 16' 38"W, 64.00 FEET; THENCE
- L384 S88° 42' 23"E, 170.36 FEET TO THE APPARENT CENTERLINE OF SAID FAIRFAX AVENUE; THENCE ALONG LAST SAID APPARENT CENTERLINE
- L385 S01° 17' 36"W, 1.50 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID FAIRFAX AVENUE AND BELVEDERE STREET
- **L386** S88° 42' 23"E, 80.01 FEET; THENCE
- **L387** N01° 06' 38"E, 65.50 FEET; THENCE
- L388 S88° 42' 23"E, 235.20 FEET TO THE APPARENT CENTERLINE OF SAID BELVEDERE STREET; THENCE ALONG LAST SAID APPARENT CENTERLINE
- L389 S01° 06' 38"W, 65.00 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID BELVEDERE STREET TO COLE STREET, THROUGH THE BLOCK BETWEEN SAID COLE STREET TO YGNACIO AVENUE, THROUGH THE BLOCK BETWEEN SAID YGNACIO AVENUE TO TRASK STREET
- **L390** S88° 42' 23"E, 124.81 FEET; THENCE
- **L391** N01° 06' 38"E, 65.00 FEET; THENCE
- **L392** S88° 42' 23"E, 555.00 FEET; THENCE
- **L393** N01° 06' 38"E, 288.85 FEET TO A POINT IN THE RIGHT-OF-WAY OF TRASK STREET; THENCE ACROSS TRASK STREET THROUGH THE BLOCK BETWEEN said TRASK STREET AND KINGSFORD AVENUE, THROUGH THE BLOCK BETWEEN SAID KINGSFORD AVENUE TO 55<sup>TH</sup> AVENUE
- **L394** N47° 46' 00"E, 87.07 FEET
- **L395** S85° 32' 05"E, 58.17 FEET; THENCE
- **L396** S49° 24' 57"E, 73.63 FEET; THENCE
- L397 S40° 41' 07"E, 501.35 FEET TO THE APPARENT CENTERLINE OF SAID 55<sup>TH</sup> AVENUE; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L398** N49° 22' 27"E, 126.36 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID  $55^{\rm TH}$  AVENUE TO LAVERNE AVENUE
- **L399** S43° 02' 32"E, 136.72 FEET; THENCE
- **L400** S76° 32' 00"E, 101.11 FEET; THENCE
- **L401** N32° 34' 45"E. 25.50 FEET: THENCE
- L402 N47° 36' 40"E, 30.33 FEET TO THE APPARENT CENTERLINE OF SAID LAVERNE AVENUE; THENCE ALONG LAST SAID APPARENT CENTERLINE
- L403 S41° 26' 30"E, 206.22 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID LAVERNE AVENUE TO

### BROOKDALE AVENUE, THROUGH THE BLOCK BETWEEN SAID BROOKDALE AVENUE TO MASON STREET

- **L404** N49° 18' 53"E, 124.40 FEET; THENCE
- **L405** S41° 26' 30"E, 162.52 FEET; THENCE
- **L406** N49° 22' 27"E, 83.73 FEET; THENCE
- **L407** S41° 26' 30"E, 137.38 FEET; THENCE
- **L408** N48° 19' 30"E, 90.40 FEET; THENCE
- L409 S41° 26' 30"E, 122.59 FEET TO THE APPARENT CENTERLINE OF MASON STREET; THENCE ALONG LAST SAID APPARENT CENTERLINE
- L410 N48° 19' 30"E, 180.47 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID MASON STREET TO WALNUT STREET
- **L411** S41° 47' 51"E, 132.97 FEET; THENCE
- **L412** S48° 19' 30"W, 50.30 FEET; THENCE
- **L413** S41° 47' 51"E, 44.48 FEET; THENCE
- L414 N48° 19' 30"E, 164.70 FEET TO THE APPARENT CENTERLINE OF SAID WALNUT STREET; THENCE ALONG LAST SAID APPARENT CENTERLINE
- L415 S41° 47' 51"E, 47.50 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID MASON STREET AND SAID WALNUT STREET
- **L416** S48° 19' 30"W, 102.67 FEET; THENCE
- **L417** S41° 47' 51"E, 40.00 FEET; THENCE
- L418 N48° 19' 30"E, 103.27 FEET TO THE APPARENT CENTERLINE OF SAID WALNUT STREET; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L419** S41° 47' 51"E, 140.91 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID WALNUT STREET AND SEMINARY AVENUE
- **L420** N49° 31' 30"E, 62.02 FEET; THENCE
- L421 S41° 47' 51"E, 112.53 FEET TO THE APPARENT CENTERLINE OF SAID SEMINARY AVENUE; THENCE ALONG LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID SEMINARY AVENUE AND  $60^{\mathrm{TH}}$  AVENUE
- **L422** N49° 31' 30"E, 113.79 FEET; THENCE
- **L423** S49° 30′ 03"E, 174.59 FEET; THENCE
- **L424** N49° 31' 30"E, 59.66 FEET; THENCE
- **L425** S53° 08' 36"E, 35.91 FEET; THENCE
- L426 S40° 28' 30"E, 72.72 FEET TO THE APPARENT CENTERLINE OF SAID 60<sup>TH</sup>
- AVENUE; THENCE ALONG LAST SAID APPARENT CENTERLINE
- L427 N49° 28' 52"E, 90.15 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID 60<sup>TH</sup> AVENUE TO 62<sup>ND</sup> AVENUE
- **L428** S60° 30' 07"E, 148.97 FEET; THENCE
- **L429** N49° 28' 53"E, 69.67 FEET; THENCE
- **L430** S59° 45' 30"E, 149.01 FEET; THENCE
- **L431** S65° 07' 17"E, 76.30 FEET; THENCE
- **L432** N49° 28' 53"E, 63.00 FEET; THENCE
- **L433** S60° 15' 41"E, 37.24 FEET; THENCE
- **L434** N49° 16' 01"E, 38.99 FEET; THENCE
- **L435** S40° 31' 08"E, 26.00 FEET; THENCE

- **L436** N49° 16' 01"E, 43.73 FEET; THENCE
- **L437** S40° 31' 07"E, 9.00 FEET; THENCE
- **L438** S61° 14' 35"E, 149.64 FEET TO THE APPARENT CENTERLINE OF SAID 62<sup>ND</sup> AVENUE; THENCE ALONG LAST APPARENT CENTERLINE
- **L439** N49° 32' 03"E, 264.66 FEET; THENCE
- L440 N44° 21' 28"E, 926.01 FEET TO THE APPARENT CENTERLINE OF CAMDEN STREET; THENCE ALONG LAST SAID APPARENT CENTERLINE AND ACROSS 64<sup>TH</sup> AVENUE
- L441 S40° 00' 09"E, 639.03 FEET; THENCE ALONG A
- C7 CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 395.67 FEET A DELTA OF 53° 49' 36", AN ARC LENGTH 371.71 FEET, WHOSE RADIUS BEARS S48°19'29"W; THENCE
- L442 S10° 28' 44"W, 4.65 FEET; THENCE ALONG THE PROLONGATION OF THE SOUTHERLY LINE, THE SOUTHERLY LINE AND THE EASTERLY LINE OF THE EVERGREEN CEMETERY PROPERTY
- **L443** S79° 31' 16"E, 647.37 FEET; THENCE
- L444 S10° 28' 44"W, 210.30 FEET; THENCE
- **L445** S79° 30' 35"E, 642.14 FEET; THENCE
- **L446** N08° 44' 00"E, 79.89 FEET; THENCE
- **L447** N60° 10' 40"W, 112.71 FEET; THENCE
- **L448** N51° 35' 51"E, 404.41 FEET TO THE APPARENT CENTERLINE OF MACARTHUR BOULEVARD; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L449** S57° 24' 11"E, 190.43 FEET; THENCE
- **L450** S57° 24' 11"E, 892.76 FEET TO THE APPARENT CENTERLINE OF 72<sup>ND</sup> AVENUE; THENCE
- L451 S60° 29' 08"E, 253.87; THENCE LEAVING SAID MACARTHUR BOULEVARD AND THROUGH THE BLOCK BETWEEN SAID MACARTHUR BOULEVARD AND 73<sup>RD</sup> AVENUE
- **L451a** N50° 18' 25"E, 171.60 FEET; THENCE
- **L451b** S48° 14' 11"E, 75.91 FEET; THENCE
- **L451c** S41° 45' 49"W, 8.00 FEET; THENCE
- **L451d** S48° 14' 11"E, 128.00 FEET TO THE APPARENT CENTERLINE OF 73<sup>RD</sup> AVENUE; THENCE ALONG LAST SAID APPARENT CENTERLINE
- (L452 THROUGH L468 ARE INTENTIONALLY OMITTED)
- **L469** N52° 27' 46"E, 49.35 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID 73<sup>RD</sup> AVENUE TO 75<sup>TH</sup> AVENUE
- **L470** S48° 04' 39"E, 128.26 FEET; THENCE
- **L471** N41° 55' 30"E, 36.00 FEET; THENCE
- **L472** S48° 04' 39"E, 75.00 FEET; THENCE
- **L473** S42° 02' 02"W, 5.00 FEET; THENCE
- **L474** S48° 04' 39"E, 103.00 FEET; THENCE
- **L475** S42° 02' 01"W. 88.71 FEET: THENCE
- L476 S48° 04' 39"E, 105.71 FEET TO THE APPARENT CENTERLINE OF SAID 75<sup>TH</sup> AVENUE; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L477** N42° 02' 01"E, 205.68 FEET; THENCE LEAVING SAID  $75^{TH}$  AVENUE AND THROUGH THE BLOCK BETWEEN SAID  $75^{TH}$  AVENUE AND  $76^{TH}$  AVENUE
- **L478** S48° 04' 39"E, 90.71 FEET; THENCE

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L479 S42° 02' 01"W, 8.83 FEET; THENCE
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- **L480** S48° 04' 39"E. 118.00 FEET: THENCE
- **L481** S42° 02' 01"W, 32.53 FEET; THENCE
- **L482** S48° 04' 39"E, 43.71 FEET; THENCE
- **L483** S42° 02' 01"W, 75.71 FEET; THENCE
- **L484** N48° 04' 39"W, 43.71 FEET; THENCE
- **L485** S42° 02' 01"W, 78.71 FEET; THENCE
- L486 S48° 04' 39"E, 208.71 FEET TO THE APPARENT CENTERLINE OF SAID 76<sup>TH</sup> AVENUE; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L487** S41° 55' 21"W, 40.00 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID 76<sup>TH</sup> AVENUE TO PARKER AVENUE, THROUGH THE BLOCK BETWEEN SAID PARKER AVENUE TO RITCHIE STREET
- **L488** S48° 04' 39"E, 127.92 FEET; THENCE
- **L489** N42° 02' 01"E, 118.71 FEET; THENCE
- **L490** S48° 04' 39"E, 111.50 FEET; THENCE
- **L491** N51° 57' 30"E, 21.53 FEET; THENCE
- **L492** S48° 04' 39"E, 100.00 FEET; THENCE
- **L493** S51° 57' 30"W, 53.02 FEET; THENCE
- **L494** S44° 06' 24"E, 50.76 FEET; THENCE
- **L495** N50° 41' 37"E, 56.38 FEET; THENCE
- **L496** S48° 04' 39"E, 263.55 FEET; THENCE
- **L497** S33° 24' 00"E, 90.20 FEET; THENCE
- **L498** S56° 36' 00"W, 100.00 FEET; THENCE
- **L499** S33° 24' 00"E, 250.00 FEET; THENCE
- **L500** N56° 36' 00"E, 50.00 FEET; THENCE
- **L501** S33° 24' 00"E, 300.00 FEET; THENCE
- **L502** S56° 36' 00"W, 50.00 FEET; THENCE
- L503 S33° 24' 00"E, 181.30 FEET TO THE APPARENT CENTERLINE OF SAID RITCHIE STREET; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L504** N59° 22' 57"E, 27.25 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID RITCHIE STREET TO  $83^{\rm RD}$  AVENUE
- **L505** S33° 24' 00"E, 141.43 FEET, SAID POINT BEARING N53°10'15"E, 1,037.90 FEET FROM A MONUMENT AT THE INTERSECTION OF HILLSIDE STREET AND 80<sup>TH</sup> AVENUE HAVING A COORDINATE VALUE OF N=2104512.27 AND E=6079342.89; THENCE
- **L506** N58° 00' 05"E, 75.02 FEET; THENCE
- **L507** S33° 24' 00"E, 552.65 FEET; THENCE
- **L508** S58° 40' 16"W, 77.86 FEET; THENCE
- **L509** S33° 24' 00"E, 171.39 FEET TO THE APPARENT CENTERLINE OF SAID 83<sup>RD</sup> AVENUE; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L510** S59° 47' 28"W, 20.77 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID 83<sup>RD</sup> AVENUE TO EC REEMS COURT
- **L510a** S33° 25' 23"E, 137.42 FEET; THENCE
- **L510b** N59° 47' 28"E, 32.58 FEET; THENCE

- **L511** S33° 24' 00"E, 250.04 FEET; THENCE
- **L512** N39° 51' 40"E. 63.16 FEET: THENCE
- **L513** S53° 49' 37"E, 50.19 FEET; THENCE
- **L514** S48° 01' 10"E, 90.00 FEET; THENCE
- **L515** S58° 44' 31"W, 100.79 FEET; THENCE
- **L516** S33° 11' 10"E, 138.12 FEET; THENCE
- **L517** N61° 23' 59"E, 10.59 FEET; THENCE
- **L518** S33° 51' 54"E, 48.87 FEET TO THE APPARENT CENTERLINE OF SAID EC REEMS COURT; THENCE ALONG LAST SAID CENTERLINE ALONG A
- C8 CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 144.00 FEET A DELTA OF 46° 56′ 42″, AN ARC LENGTH 117.99 FEET, WHOSE RADIUS BEARS S45°04′54″E; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID EC REEMS COURT TO THERMAL STREET, THROUGH THE BLOCK BETWEEN SAID THERMAL STREET TO 94<sup>TH</sup> AVENUE, THROUGH THE BLOCK BETWEEN SAID 94<sup>TH</sup> AVENUE TO 98<sup>TH</sup> AVENUE, THROUGH THE BLOCK BETWEEN SAID 98<sup>TH</sup> AVENUE TO TAYLOR AVENUE
- **L519** S19° 10' 34"E, 60.48 FEET; THENCE
- **L520** S54° 26' 30"E, 116.00 FEET; THENCE
- **L521** S53° 31' 45"W, 167.63 FEET; THENCE
- **L522** S15° 04' 51"E, 3,554.01 FEET; THENCE
- **L523** S26° 17' 03"E, 1,199.54 FEET TO THE APPARENT CENTERLINE OF SAID TAYLOR AVENUE; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L524** S38° 34' 58"W, 13.80 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID TAYLOR AVENUE TO 99<sup>TH</sup> AVENUE
- **L525** S29° 55' 28"E, 125.51 FEET; THENCE
- **L526** N73° 06' 37"E, 4.76 FEET; THENCE
- **L527** S26° 40' 15"E, 232.22 FEET; THENCE
- **L528** S72° 55' 05"W, 91.24 FEET; THENCE
- **L529** S26° 24' 37"E, 81.07 FEET TO THE APPARENT CENTERLINE OF SAID 99<sup>TH</sup> AVENUE; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L530** N72° 55' 03"E, 86.65 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID 99<sup>TH</sup> AVENUE TO TRUMAN AVENUE
- **L531** S16° 28' 37"E, 154.72 FEET; THENCE
- **L532** N71° 55' 00"E, 49.16 FEET; THENCE
- **L533** S04° 08' 19"W, 159.22 FEET TO THE APPARENT CENTERLINE OF SAID TRUMAN AVENUE: THENCE ALONG A
- C9 CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 295.10 FEET A DELTA OF 26° 30′ 55″, AN ARC LENGTH 136.56 FEET, WHOSE RADIUS BEARS S02°14′58″E; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID TRUMAN AVENUE TO FOOTHILL BOULEVARD
- **L534** S38° 01' 51"W, 106.44 FEET, SAID POINT BEARING N63°06'05"E, 1,069.24 FEET FROM A MONUMENT AT THE INTERSECTION OF BANCROFT AVENUE AND 100<sup>TH</sup> AVENUE HAVING A COORDINATE VALUE OF N=2097992.90 AND E=6081896.03 THENCE
- **L535** S48° 09' 16"E, 468.71 FEET; THENCE

- **L536** S87° 47' 35"E, 226.29 FEET; THENCE
- **L537** S03° 14' 30"W, 145.43 FEET TO THE APPARENT CENTERLINE OF SAID FOOTHILL BOULEVARD; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L538** S86° 45' 30"E, 42.53 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID FOOTHILL BOULEVARD TO FISHER AVENUE
- **L539** S03° 14' 30"W, 103.14 FEET; THENCE
- **L540** S65° 34' 05"E, 37.37 FEET; THENCE
- **L541** S41° 45' 30"E, 47.17 FEET; THENCE
- **L542** S86° 45' 30"E, 172.95 FEET; THENCE
- L543 S11° 12' 51"E, 134.25 FEET TO THE APPARENT CENTERLINE OF SAID FISHER AVENUE: THENCE ALONG LAST SAID APPARENT CENTERLINE
- L544 N86° 45' 29"W, 24.12 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID FISHER AVENUE TO TALBOT AVENUE
- **L545** S35° 13' 19"E, 178.83 FEET; THENCE
- **L546** N53° 31' 39"E, 83.78 FEET; THENCE
- **L547** N03° 05' 31"E, 59.79 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID FISHER AVENUE; THENCE
- **L548** S86° 54' 29"E, 5.00 FEET; THENCE LEAVING LAST SAID SOUTHERLY RIGHT-OF-WAY LINE
- **L549** S03° 05' 31"W, 60.89 FEET; THENCE
- L550 S35° 13' 19"E, 156.40 FEET TO THE APPARENT CENTERLINE OF SAID FISHER AVENUE; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L551** S53° 31' 39"W, 82.35 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID TALBOT AVENUE TO  $106^{\mathrm{TH}}$  AVENUE
- L552 S35° 19' 49"E, 200.03 FEET TO THE APPARENT CENTERLINE OF SAID 106<sup>TH</sup> AVENUE; THENCE ALONG LAST SAID APPARENT CENTERLINE
- L553 N55° 19' 00"E, 910.04 FEET TO THE APPARENT CENTERLINE OF FOOTHILL BOULEVARD; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L554** S50° 51' 36"E, 846.41 FEET TO THE PROLONGATION OF THE APPARENT CENTERLINE OF 108<sup>TH</sup> AVENUE; THENCE ALONG LAST SAID APPARENT CENTERLINE
- **L555** S55° 27' 08"W, 551.69 FEET; THENCE
- **L556** S70° 56' 30"W, 379.31 FEET; THENCE LEAVING LAST SAID APPARENT CENTERLINE THROUGH THE BLOCK BETWEEN SAID  $108^{\rm TH}$  AVENUE TO  $109^{\rm TH}$  AVENUE
- **L557** S57° 46' 09"E, 150.25 FEET; THENCE
- **L558** N72° 11' 19"E, 71.62 FEET; THENCE
- **L559** S23° 42' 01"E, 128.96 FEET TO A POINT IN THE RIGHT-OF-WAY OF SAID 109<sup>TH</sup> AVENUE; THENCE ACROSS SAID RIGHT-OF-WAY THROUGH THE BLOCK BETWEEN SAID 109<sup>TH</sup> AVENUE TO DURANT AVENUE
- **L560** S56° 06' 11"E, 111.45 FEET; THENCE
- **L561** S31°46'14"W, 124.54 FEET TO THE APPARENT CENTERLINE OF MACARTHUR BOULEVARD; THENCE ALONG LAST SAID APPARENT CENTERLINE

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L562 S58°13'46"E, 128.56 FEET TO THE PROLONGATION OF THE APPARENT CENTERLINE; THENCE ALONG LAST SAID APPARENT CENTERLINE
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- **L563** S73° 06' 07"W, 224.41 FEET; THENCE
- **L564** S71° 40′ 53″W, 3,542.36 FEET TO A POINT ON THE BOUNDARY OF THE OAKLAND COLISEUM AREA REDEVELOPMENT PROJECT THENCE ALONG SAID COLISEUM BOUNDARY THE FOLLOWING COURSES AND DISTANCES
- **L565** N30° 01' 53"W, 1,257.35 FEET; THENCE
- **L566** S59° 59' 34"W, 148.90 FEET; THENCE
- **L567** S29° 50' 59"E, 87.09 FEET; THENCE
- **L568** S60° 47' 12"W, 108.27 FEET; THENCE
- **L569** N29° 29' 46"W, 85.60 FEET; THENCE
- **L570** S59° 59' 34"W, 608.39 FEET; THENCE
- **L571** N29° 09' 33"W, 406.21 FEET; THENCE
- **L572** S79° 10' 54"W, 111.32 FEET; THENCE
- **L573** N29° 15' 24"W, 98.30 FEET; THENCE
- **L574** N16° 24' 02"W, 142.47 FEET; THENCE
- **L575** N29° 44′ 40″W, 640.05 FEET; THENCE
- **L576** N74° 21' 22"E, 32.85 FEET; THENCE
- **L577** N17° 10' 44"W, 204.21 FEET; THENCE
- **L578** N70° 53' 49"E, 42.50 FEET; THENCE
- **L579** N17° 14' 11"W, 47.35 FEET; THENCE
- **L580** S73° 14' 30"W, 170.92 FEET; THENCE
- **L581** N14° 30' 23"W, 145.31 FEET; THENCE
- **L582** N72° 48' 32"E, 34.81 FEET; THENCE
- L583 N29° 11' 52"W, 289.31 FEET; THENCE
- **L584** N60° 10' 51"E, 18.02 FEET; THENCE
- **L585** N30° 12' 03"W, 331.86 FEET; THENCE
- **L586** N06° 09' 24"E, 18.20 FEET; THENCE
- **L587** N29° 03' 58"W, 269.69 FEET; THENCE
- **L588** N60° 51' 36"E, 139.43 FEET; THENCE
- **L589** N29° 05' 25"W, 50.00 FEET; THENCE
- **L590** S60° 51' 36"W, 139.48 FEET; THENCE
- **L591** N29° 05' 25"W, 98.92 FEET; THENCE
- **L592** S60° 51' 36"W, 68.31 FEET; THENCE
- **L593** N29° 05' 25"W, 112.95 FEET; THENCE
- **L594** N60° 51' 36"E, 68.31 FEET; THENCE
- **L595** N29° 05' 25"W, 478.51 FEET; THENCE
- **L596** S60° 25' 32"W, 58.33 FEET; THENCE
- **L597** N29° 05' 25"W, 50.00 FEET; THENCE
- **L598** N60° 25' 33"E, 15.00 FEET; THENCE
- **L599** N29° 05' 25"W, 66.00 FEET; THENCE
- **L600** N60° 25' 32"E, 24.40 FEET; THENCE
- **L601** N29° 05' 25"W, 899.63 FEET; THENCE
- **L602** S60° 45' 23"W, 39.28 FEET; THENCE
- **L603** N29° 29' 46"W, 540.22 FEET; THENCE
- **L604** N60° 45' 23"E, 77.00 FEET; THENCE
- **L605** S29° 29' 46"E, 50.00 FEET; THENCE

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L606 N60° 45' 24"E, 9.00 FEET; THENCE
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- **L607** N29° 29' 46"W. 120.00 FEET: THENCE
- **L608** N60° 45' 23"E, 35.00 FEET; THENCE
- **L609** N29° 29' 46"W, 170.00 FEET; THENCE
- **L610** S60° 45' 23"W, 120.98 FEET; THENCE
- **L611** N29° 29' 46"W, 80.01 FEET; THENCE
- **L612** S60° 30' 11"W, 3.00 FEET; THENCE
- **L613** N29° 29' 46"W, 642.64 FEET; THENCE
- **L614** N60° 31' 20"E, 78.44 FEET; THENCE
- **L615** N29° 29' 46"W, 19.88 FEET; THENCE
- **L616** S60° 31' 20"W, 48.26 FEET; THENCE
- **L617** N29° 29' 46"W, 140.12 FEET; THENCE
- **L618** N60° 31' 20"E, 20.34 FEET; THENCE
- **L619** N29° 33' 29"W, 189.36 FEET; THENCE
- **L620** S60° 07' 16"W, 54.06 FEET; THENCE
- **L621** N29° 30' 43"W, 132.02 FEET; THENCE
- **L622** N60° 29' 28"E, 9.02 FEET; THENCE
- **L623** N29° 33' 42"W, 147.32 FEET; THENCE
- **L624** N60° 30' 14"E, 31.20 FEET; THENCE
- **L625** N29° 11' 18"W, 357.72 FEET; THENCE
- (L626 THROUGH L627 INTENTIONALLY OMITTED)
- **L628** S59° 39' 00"W, 142.29 FEET; THENCE
- **L629** N30° 21' 00"W, 184.00 FEET; THENCE
- **L630** S59° 39' 00"W, 89.04 FEET; THENCE
- **L631** N30° 21' 00"W, 125.59 FEET; THENCE
- L632 S59° 39' 00"W, 80.00 FEET; THENCE
- **L633** N30° 21' 00"W, 40.00 FEET; THENCE
- **L634** S59° 38' 59"W, 40.00 FEET; THENCE
- **L635** N30° 21' 00"W, 145.00 FEET; THENCE
- **L636** S59° 39' 00"W, 40.68 FEET; THENCE
- **L637** N30° 21' 00"W, 125.03 FEET; THENCE
- **L638** S59° 39' 00"W, 80.00 FEET; THENCE
- **L639** N30° 21' 00"W, 185.03 FEET; THENCE
- **L640** S59° 35' 24"W, 81.98 FEET; THENCE
- **L641** N30° 16' 26"W, 101.28 FEET; THENCE
- **L642** S59° 32' 01"W, 79.98 FEET; THENCE
- **L643** N30° 16' 26"W, 161.55 FEET; THENCE
- **L644** S59° 43' 34"W, 58.48 FEET; THENCE
- **L645** N47° 53' 04"W, 57.93 FEET; THENCE
- **L646** N40° 50' 37"E, 27.76 FEET; THENCE
- **L647** N48° 16' 59"W, 82.55 FEET; THENCE
- **L648** S52° 03' 04"W, 12.81 FEET; THENCE
- **L649** N37° 58' 20"W, 184.54 FEET; THENCE
- **L650** S52° 01' 40"W, 127.07 FEET; THENCE
- **L651** N37° 58' 20"W, 70.73 FEET; THENCE
- **L652** N52° 01' 41"E, 31.82 FEET; THENCE
- **L653** N37° 58' 20"W, 45.57 FEET; THENCE

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L654 S52° 01' 40"W, 65.54 FEET; THENCE
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- **L655** N37° 58' 20"W, 25.00 FEET; THENCE
- **L656** S52° 01' 41"W, 25.00 FEET; THENCE
- **L657** N37° 58' 20"W, 148.70 FEET; THENCE
- **L658** S52° 01' 40"W, 95.80 FEET; THENCE
- **L659** N37° 58' 20"W, 119.00 FEET; THENCE
- **L660** N52° 01' 40"E, 82.29 FEET; THENCE
- L661 N38° 35' 27"W, 129.62 FEET; THENCE
- **L662** S51° 55' 57"W, 66.82 FEET; THENCE
- **L663** N37° 58' 20"W, 81.25 FEET; THENCE
- **L664** S52° 01' 40"W, 48.30 FEET; THENCE
- **L665** N38° 35' 27"W, 59.79 FEET; THENCE
- **L666** N51° 55' 56"E, 12.40 FEET; THENCE
- L667 N38° 35' 27"W, 131.97 FEET; THENCE
- **L668** S86° 41' 18"W, 91.17 FEET; THENCE
- **L669** N38° 35' 27"W, 135.25 FEET; THENCE
- **L670** N52° 01' 40"E, 485.03 FEET; THENCE
- **L671** N38° 35' 28"W, 79.43 FEET; THENCE
- **L672** S52° 01' 40"W, 521.00 FEET; THENCE ALONG A
- C10 CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 550.00 FEET A DELTA OF 06° 24' 04", AN ARC LENGTH 61.45 FEET, WHOSE RADIUS BEARS S37° 55' 00"E; THENCE
- **L673** N37° 56' 37"W, 237.89 FEET; THENCE
- **L674** S52° 03' 23"W, 100.00 FEET; THENCE
- **L675** N37° 56' 38"W, 170.40 FEET; THENCE
- **L676** S52° 03' 23"W, 55.98 FEET; THENCE
- **L677** N37° 56' 37"W, 121.96 FEET; THENCE
- **L678** S52° 03' 23"W, 50.00 FEET; THENCE
- **L679** N37° 56' 37"W, 144.11 FEET; THENCE
- **L680** S52° 03' 23"W, 72.34 FEET; THENCE
- **L681** N37° 56' 38"W, 173.43 FEET; THENCE
- **L682** S52° 03' 23"W, 40.33 FEET; THENCE
- **L683** N37° 56' 38"W, 99.00 FEET; THENCE
- **L684** N52° 03' 22"E, 52.98 FEET; THENCE
- **L685** N37° 56' 38"W, 138.50 FEET; THENCE
- **L686** S52° 03' 22"W, 167.80 FEET; THENCE
- **L687** N37° 56' 38"W, 95.00 FEET; THENCE
- **L688** S52° 03' 23"W, 10.00 FEET; THENCE
- **L689** N37° 56' 38"W, 145.00 FEET; THENCE
- **L690** S52° 03' 22"W, 77.84 FEET; THENCE
- **L691** N37° 56' 37"W, 25.00 FEET; THENCE
- **L692** S52° 03' 23"W, 12.50 FEET; THENCE
- **L693** N37° 56' 37"W, 75.00 FEET; THENCE
- **L694** S52° 03' 23"W, 50.00 FEET; THENCE
- **L695** N37° 56' 37"W, 150.00 FEET; THENCE
- **L696** S52° 03' 23"W, 38.68 FEET; THENCE
- **L697** N38° 02' 23"W, 129.05 FEET; THENCE

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L698 S52° 03' 23"W, 39.19 FEET; THENCE
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- **L699** N37° 56' 38"W, 24.33 FEET: THENCE
- L700 S51° 57' 37"W, 25.00 FEET; THENCE
- **L701** N37° 56' 37"W, 185.00 FEET; THENCE
- **L702** S51° 57' 37"W, 51.26 FEET; THENCE
- L703 N37° 58' 16"W, 100.44 FEET; THENCE
- **L704** S52° 01' 43"W, 25.00 FEET; THENCE
- **L705** N37° 58' 16"W, 150.44 FEET; THENCE
- **L706** S52° 01' 44"W, 49.90 FEET; THENCE
- **L707** N37° 58' 08"W, 100.00 FEET; THENCE
- **L708** S52° 01' 44"W, 25.00 FEET; THENCE
- **L709** N37° 58' 08"W, 29.00 FEET; THENCE
- **L710** S52° 01' 44"W, 48.99 FEET; THENCE
- **L711** N37° 58' 16"W, 140.61 FEET; THENCE
- **L712** S52° 01' 52"W, 22.27 FEET; THENCE
- **L713** N37° 58' 08"W, 113.15 FEET; THENCE
- **L714** S52° 01' 52"W, 49.22 FEET; THENCE
- **L715** N37° 58' 08"W, 30.00 FEET; THENCE
- **L716** S52° 01' 52"W, 30.47 FEET; THENCE
- **L717** N44° 31' 44"W, 94.42 FEET; THENCE
- L718 S51° 49' 41"W, 39.50 FEET; THENCE
- **L719** N46° 00' 19"W, 152.57 FEET; THENCE
- L720 N40° 23' 29"W, 257.20 FEET; THENCE
- L721 S49° 36' 31"W, 110.68 FEET; THENCE
- L722 N40° 26' 15"W, 125.00 FEET; THENCE
- L723 S49° 33' 46"W, 15.42 FEET; THENCE
- **L724** N40° 27' 31"W, 141.00 FEET; THENCE
- L725 N49° 33' 45"E, 30.00 FEET; THENCE
- L726 N40° 27' 31"W, 35.59 FEET; THENCE
- L727 N49° 32' 29"E, 96.41 FEET; THENCE
- L728 N40° 23' 29"W, 80.00 FEET; THENCE
- L729 S49° 32' 29"W, 75.81 FEET; THENCE
- L730 N40° 26' 15"W, 181.00 FEET; THENCE
- L731 S49° 32' 29"W, 174.06 FEET; THENCE
- L732 N40° 27' 31"W, 161.04 FEET; THENCE
- **L733** S49° 32' 30"W, 25.00 FEET; THENCE
- L734 N40° 27' 31"W, 25.00 FEET; THENCE
- L735 S49° 32' 30"W, 25.00 FEET; THENCE
- L736 N40° 27' 31"W, 193.00 FEET; THENCE
- **L737** S49° 31' 30"W, 93.18 FEET; THENCE
- L738 N40° 28' 30"W, 162.00 FEET; THENCE
- **L739** N49° 31′ 30″E, 149.71 FEET; THENCE
- **L740** N40° 28' 30"W, 160.00 FEET; THENCE
- **L741** S49° 31' 30"W, 134.85 FEET; THENCE
- L742 N40° 41' 07"W, 158.35 FEET; THENCE
- **L743** S49° 18' 53"W, 125.00 FEET; THENCE
- L744 N40° 41' 06"W, 25.00 FEET; THENCE

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L745 S49° 18' 53"W, 25.00 FEET; THENCE
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- L746 N40° 41' 07"W, 25.00 FEET; THENCE
- L747 S49° 18' 53"W, 36.00 FEET; THENCE
- L748 N58° 16' 08"W, 85.00 FEET; THENCE
- **L749** N49° 18' 53"E, 32.49 FEET; THENCE
- **L750** N40° 41′ 07"W, 170.62 FEET; THENCE
- L751 S49° 18' 53"W, 49.41 FEET; THENCE
- L752 N40° 41' 07"W, 25.70 FEET; THENCE
- **L753** S49° 18' 53"W, 12.07 FEET; THENCE
- L754 N40° 41' 07"W, 28.67 FEET; THENCE
- **L755** S49° 18' 54"W, 25.00 FEET; THENCE
- **L756** N40° 41' 07"W, 150.00 FEET; THENCE
- L757 S49° 18' 54"W, 38.41 FEET; THENCE
- **L758** N40° 41′ 07"W, 139.78 FEET; THENCE
- L759 S49° 22' 28"W, 40.00 FEET; THENCE
- **L760** N40° 41' 07"W, 72.00 FEET; THENCE
- **L761** S49° 22' 27"W, 55.14 FEET; THENCE
- **L762** N54° 55' 20"W, 85.65 FEET; THENCE
- **L763** N49° 22' 27"E, 26.23 FEET; THENCE
- **L764** N58° 16' 08"W, 357.38 FEET; THENCE
- **L765** N31° 37' 57"E, 165.00 FEET; THENCE
- **L766** N58° 16' 08"W, 75.00 FEET; THENCE
- **L767** S31° 37' 58"W, 110.46 FEET; THENCE
- L768 N58° 16' 08"W, 225.00 FEET; THENCE
- L769 N31° 37' 58"E, 110.46 FEET; THENCE
- **L770** N58° 16' 08"W, 380.59 FEET; THENCE
- L771 S31° 49' 44"W, 146.00 FEET; THENCE
- L772 N58° 16' 08"W, 477.50 FEET; THENCE
- L773 N31° 49' 44"E, 25.00 FEET; THENCE
- L774 N58° 16' 08"W, 116.59 FEET; THENCE
- L775 S31° 43' 53"W, 25.00 FEET; THENCE
- **L776** N58° 16' 08"W, 62.50 FEET; THENCE
- L777 S31° 49' 44"W, 39.00 FEET; THENCE
- **L778** N58° 16' 08"W, 53.45 FEET; THENCE
- **L779** N31° 49' 44"E, 41.71 FEET; THENCE
- **L780** N58° 12' 47"W, 197.59 FEET; THENCE
- **L781** N31° 47' 12"E, 5.00 FEET; THENCE
- L782 N58° 12' 47"W, 137.41 FEET; THENCE
- L783 N58° 12' 47"W, 410.00 FEET; THENCE
- L784 S31° 49' 44"W, 10.00 FEET; THENCE
- L785 N58° 12' 47"W, 117.89 FEET; THENCE
- **L786** N31° 47' 13"E, 83.96 FEET; THENCE ALONG A
- C11 CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1,414.37 FEET A DELTA OF 06° 19' 42", AN ARC LENGTH 156.22 FEET, WHOSE RADIUS BEARS S31°20'19'E; THENCE
- **L787** N58° 12' 47"W, 172.93 FEET; THENCE
- **L788** N31° 47' 13"E, 59.00 FEET; THENCE

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L789 N58° 12' 47"W, 50.00 FEET; THENCE
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- **L790** S31° 47' 13"W. 14.00 FEET: THENCE
- **L791** N58° 12' 47"W, 35.40 FEET; THENCE
- **L792** N31° 47′ 13"E, 50.00 FEET; THENCE
- **L793** N58° 12' 47"W, 111.00 FEET; THENCE
- **L794** S31° 47' 13"W, 45.00 FEET; THENCE
- **L795** N58° 12' 47"W, 160.00 FEET; THENCE
- **L796** S31° 49' 43"W, 6.31 FEET; THENCE
- **L797** N57° 54' 28"W, 100.00 FEET; THENCE
- **L798** N31° 49' 44"E, 36.00 FEET; THENCE
- **L799** N57° 54' 28"W, 200.00 FEET; THENCE
- L800 N31° 49' 44"E, 299.29 FEET; THENCE
- **L801** N58° 10' 16"W, 153.66 FEET; THENCE
- **L802** S47° 32' 27"W, 118.12 FEET; THENCE
- **L803** N45° 09' 56"W, 460.20 FEET; THENCE
- **L804** S41° 30′ 05"W, 321.95 FEET; THENCE
- (L805 THROUGH L809 INTENTIONALLY OMITTED)
- **L810** N34° 50' 24"W, 92.02 FEET; THENCE
- **L811** N52° 56' 29"W, 170.00 FEET; THENCE
- **L812** N37° 03' 31"E, 29.65 FEET; THENCE
- **L813** N52° 50' 02"W, 250.19 FEET; THENCE
- **L814** S32° 05' 32"W, 103.66 FEET; THENCE
- **L815** N57° 54' 28"W, 115.41 FEET; THENCE
- **L816** S32° 17' 02"W, 5.00 FEET; THENCE
- **L817** N57° 54' 28"W, 134.41 FEET; THENCE
- **L818** N32° 17' 05"E, 42.06 FEET; THENCE
- **L819** N57° 54' 28"W, 55.00 FEET; THENCE
- **L820** S32° 17' 05"W, 17.06 FEET; THENCE
- **L821** N57° 54' 28"W, 140.60 FEET; THENCE
- **L822** S32° 17' 05"W, 70.00 FEET; THENCE
- **L823** N57° 54' 28"W, 130.00 FEET; THENCE
- **L824** N32° 17' 05"E, 70.00 FEET; THENCE
- **L825** N57° 54' 28"W, 212.00 FEET; THENCE
- **L826** S32° 17' 05"W, 22.52 FEET; THENCE
- **L827** N57° 54' 28"W, 168.00 FEET; THENCE
- **L828** S32° 17' 05"W, 47.48 FEET; THENCE
- **L829** N57° 54' 28"W, 7.00 FEET; THENCE
- **L830** N32° 17' 05"E, 76.85 FEET; THENCE
- **L831** N57° 54' 28"W, 185.00 FEET; THENCE
- **L832** S32° 17' 05"W, 51.85 FEET; THENCE
- **L833** N57° 54' 28"W, 113.56 FEET; THENCE
- **L834** N31° 55' 36"E, 25.00 FEET; THENCE
- L835 N57° 54' 28"W, 112.00 FEET; THENCE
- **L836** S31° 55' 36"W, 30.02 FEET; THENCE
- **L837** N57° 52' 04"W, 164.00 FEET; THENCE
- **L838** N31° 55' 36"E, 36.00 FEET; THENCE
- **L839** N57° 52' 04"W, 177.19 FEET; THENCE

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L840 S32° 07' 57"W, 26.00 FEET; THENCE
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- **L841** N57° 52' 04"W, 127.06 FEET; THENCE
- **L842** N26° 58' 27"E, 63.05 FEET; THENCE
- **L843** N67° 18' 02"W, 152.56 FEET; THENCE
- **L844** N34° 51' 31"E, 2.74 FEET; THENCE
- **L845** N67° 18' 02"W, 189.14 FEET; THENCE
- **L846** N22° 41' 58"E, 129.13 FEET; THENCE
- **L847** N67° 18' 02"W, 190.83 FEET; THENCE
- **L848** S33° 02' 01"W, 110.58 FEET; THENCE
- **L849** N55° 53' 19"W, 48.47 FEET; THENCE
- **L850** N34° 06' 41"E, 101.20 FEET; THENCE
- **L851** N67° 18' 02"W, 26.14 FEET; THENCE
- **L852** S34° 06' 41"W, 85.62 FEET; THENCE
- **L853** N56° 57' 59"W, 30.61 FEET; THENCE
- **L854** N34° 06' 41"E, 80.01 FEET; THENCE
- **L855** N67° 18' 02"W, 195.55 FEET; THENCE
- **L856** S21° 55' 57"W, 55.09 FEET; THENCE
- **L857** N68° 04' 02"W, 169.34 FEET; THENCE
- **L858** N21° 55' 58"E, 85.17 FEET; THENCE
- **L859** N68° 04' 02"W, 109.77 FEET; THENCE
- **L860** S22° 57' 10"W, 66.76 FEET; THENCE
- **L861** N69° 25' 27"W, 100.18 FEET; THENCE
- **L862** N22° 57' 10"E, 139.36 FEET; THENCE
- **L863** N67° 18' 26"W, 151.20 FEET; THENCE
- **L864** N22° 06' 33"E, 50.00 FEET; THENCE
- **L865** N69° 01' 32"W, 100.00 FEET; THENCE
- **L866** S22° 31' 54"W, 37.38 FEET; THENCE
- **L867** N66° 57' 44"W, 165.75 FEET; THENCE
- **L868** S20° 59' 24"W, 50.00 FEET; THENCE
- **L869** N57° 26' 06"W, 78.16 FEET; THENCE
- **L870** N37° 54' 25"E, 18.92 FEET; THENCE
- **L871** N50° 43' 05"W, 50.13 FEET; THENCE
- **L872** N38° 18' 17"E, 98.33 FEET; THENCE
- **L873** N52° 19' 13"W, 129.80 FEET; THENCE
- **L874** S37° 48' 18"W, 102.17 FEET; THENCE
- **L875** N51° 55' 16"W, 142.95 FEET; THENCE
- **L876** N39° 51' 42"E, 10.90 FEET; THENCE
- **L877** N51° 55' 16"W, 159.33 FEET; THENCE
- **L878** N39° 16' 10"E, 109.80 FEET; THENCE
- **L879** S51° 55' 19"E, 6.20 FEET; THENCE
- **L880** N39° 16' 09"E, 143.03 FEET; THENCE
- **L881** N27° 35' 51"E, 31.75 FEET; THENCE
- **L882** N51° 55' 16"W, 51.03 FEET; THENCE
- **L883** S39° 16' 10"W, 82.98 FEET; THENCE
- **L884** S51° 55' 15"E, 2.00 FEET; THENCE
- **L885** S39° 16' 09"W, 210.05 FEET; THENCE
- **L886** N51° 55' 16"W, 334.72 FEET; THENCE

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L887 S38° 02' 36"W, 38.14 FEET; THENCE
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- **L888** N51° 55' 16"W, 82.43 FEET: THENCE
- **L889** N38° 02' 36"E, 20.47 FEET; THENCE
- **L890** N51° 55' 16"W, 114.50 FEET; THENCE
- **L891** N38° 02' 36"E, 18.12 FEET; THENCE
- **L892** N51° 53' 32"W, 14.00 FEET; THENCE
- **L893** N38° 02' 35"E, 34.62 FEET; THENCE
- **L894** N51° 53' 31"W, 176.00 FEET; THENCE
- **L895** S38° 04' 35"W, 34.95 FEET; THENCE
- **L896** N51° 53' 31"W, 119.98 FEET; THENCE
- **L897** N38° 02' 36"E, 47.95 FEET; THENCE
- L898 N51° 53' 31"W, 38.75 FEET; THENCE
- **L899** N38° 02' 36"E, 191.00 FEET; THENCE
- **L900** N51° 53' 31"W, 159.00 FEET; THENCE
- **L901** S38° 02' 36"W, 179.88 FEET; THENCE
- **L902** N51° 49' 21"W, 106.00 FEET; THENCE
- **L903** N38° 02' 36"E, 8.00 FEET; THENCE
- **L904** N51° 49' 21"W, 106.00 FEET; THENCE
- **L905** S38° 02' 34"W, 7.00 FEET; THENCE
- **L906** N51° 49' 21"W, 53.00 FEET; THENCE
- **L907** S38° 02' 35"W, 11.00 FEET; THENCE
- L908 N51° 49' 21"W, 53.00 FEET; THENCE
- **L909** N38° 02' 36"E, 37.00 FEET; THENCE
- **L910** N51° 49' 21"W, 159.75 FEET; THENCE
- **L911** S38° 02' 36"W, 87.00 FEET; THENCE
- **L912** N51° 49' 21"W, 107.85 FEET; THENCE
- **L913** N38° 02' 36"E, 15.00 FEET; THENCE
- **L914** N51° 49' 21"W, 112.15 FEET; THENCE
- **L915** N38° 02' 36"E, 194.54 FEET; THENCE
- **L916** N51° 53' 31"W, 215.00 FEET; THENCE
- **L917** S38° 02' 36"W, 163.55 FEET; THENCE
- **L918** N52° 21' 56"W, 164.76 FEET; THENCE
- **L919** N36° 28' 57"E, 25.83 FEET; THENCE
- **L920** N52° 21' 56"W, 10.00 FEET; THENCE
- **L921** S36° 28' 56"W, 25.83 FEET; THENCE
- **L922** N52° 21' 56"W, 462.15 FEET; THENCE
- **L923** S36° 28' 56"W, 60.00 FEET; THENCE
- **L924** N51° 32' 32"W, 100.00 FEET; THENCE
- **L925** N36° 28' 56"E, 80.00 FEET; THENCE
- **L926** N51° 21' 59"W, 53.94 FEET; THENCE
- **L927** S36° 28' 56"W, 20.90 FEET; THENCE
- **L928** N51° 32' 32"W, 407.56 FEET; THENCE
- L928a S38° 42' 15"W, 143.53 FEET; THENCE
- **L928b** N51° 57' 24"W, 210.00 FEET; THENCE
- **L928c** S38° 02' 36"W, 237.50 FEET; THENCE
- **L928d** S51° 57' 24"E, 162.25 FEET; THENCE
- **L928e** S38° 02' 36"W, 131.76 FEET; THENCE

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L928f N53° 52' 14"W, 283.30 FEET; THENCE
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- **L929a** S36° 44' 40"W. 179.21 FEET: THENCE
- **L929b** S49° 20' 12"E, 130.30 FEET; THENCE
- **L929c** S36° 44' 40"W, 50.12 FEET; THENCE
- **L929d** N49° 20' 12"W, 805.32 FEET; THENCE
- **L929e** S38° 02' 36"W, 280.17 FEET; THENCE
- **L929f** S09° 03' 27"W, 89.08 FEET; THENCE
- **L930a** S17° 00' 35"W, 65.36 FEET; THENCE
- **L930b** S23° 29' 03"W, 51.07 FEET; THENCE
- **L930c** S22° 57' 27"W, 9.05 FEET; THENCE ALONG A
- C12 CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 390.00 FEET A DELTA OF 27° 30′ 31″, AN ARC LENGTH 187.24 FEET, WHOSE RADIUS BEARS S67°42′26″E; THENCE
- **L930d** S05° 12' 38"E, 359.03 FEET; THENCE
- **L930e** N84° 47' 22"E, 16.00 FEET; THENCE
- **L930f** S65° 44' 00"E, 74.72 FEET; THENCE
- **L931a** N24° 16' 00"E, 61.00 FEET; THENCE
- **L931b** S65° 44' 00"E, 37.83 FEET; THENCE
- **L931c** S05° 12' 38"E, 46.70 FEET; THENCE
- **L931d** N84° 47' 22"E, 44.00 FEET; THENCE
- **L931e** S05° 12' 38"E, 8.50 FEET; THENCE
- **L931f** N84° 47' 22"E, 20.00 FEET; THENCE
- **L932a** S05° 12' 38"E, 167.00 FEET; THENCE
- **L932b** S84° 47' 22"W, 208.00 FEET; THENCE
- **L932c** S05° 12' 38"E, 899.87 FEET; THENCE
- **L932d** S05° 12' 38"E, 14.82 FEET TO A POINT BEARING N32° 25' 08"E, 66.88 FEET FROM A MONUMENT AT THE INTERSECTION OF EMBARCADERO AND DENNISON STREET HAVING A COORDINATE VALUE OF N=2110927.79 AND E=6058088.70; THENCE ALONG A
- C13 CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 565.19 FEET A DELTA OF 11° 27' 33", AN ARC LENGTH 113.04 FEET, WHOSE RADIUS BEARS S79°55'21"E: THENCE ALONG A COMPOUND
- C14 CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 190.09 FEET A DELTA OF 51° 53' 08", AN ARC LENGTH 172.14 FEET, WHOSE RADIUS BEARS S58°37'55"E; THENCE
- **L932e** S05° 45' 16"E, 198.25 FEET; THENCE
- **L933a** N84° 14' 44"E, 143.47 FEET; THENCE
- **L933b** N05° 45' 16"W, 200.00 FEET; THENCE
- **L933c** S84° 14' 44"W, 40.00 FEET; THENCE
- **L933d** N05° 45' 16"W, 8.00 FEET; THENCE
- **L933e** N84° 14' 44"E, 388.40 FEET; THENCE
- **L933f** S05° 45' 16"E, 8.00 FEET; THENCE
- **L934a** N84° 14' 44"E, 100.66 FEET; THENCE
- **L934b** S05° 45' 16"E, 50.00 FEET; THENCE
- **L934c** N84° 14' 44"E, 127.03 FEET; THENCE
- **L934d** S05° 45' 16"E, 150.00 FEET; THENCE
- **L934e** S84° 14' 44"W, 250.00 FEET; THENCE

- **L934f** S06° 05' 26"E, 794.65 FEET; THENCE
- **L935a** S83° 05' 40"W, 138.41 FEET; THENCE ALONG A
- C15 CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 351.19 FEET A DELTA OF 18° 09' 06", AN ARC LENGTH 111.26 FEET, WHOSE RADIUS BEARS N06°54'20"W; THENCE ALONG A COMPOUND
- C15a CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 290.90 FEET A DELTA OF 25° 33' 13", AN ARC LENGTH 129.74 FEET, WHOSE RADIUS BEARS N11°14'46"E: THENCE
- **L935b** N50° 58' 07"W, 68.37 FEET; THENCE
- **L935c** N45° 02' 00"W, 170.38 FEET; THENCE
- **L935d** S89° 49' 10"W, 21.14 FEET; THENCE ALONG A
- C15b CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 584.92 FEET A DELTA OF 13° 12' 26", AN ARC LENGTH 134.83 FEET, WHOSE RADIUS BEARS N44°58'00"E; THENCE
- **L935e** S89° 49' 10"W, 19.81 FEET; THENCE ALONG A
- C16 CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 601.92 FEET A DELTA OF 14° 11' 57", AN ARC LENGTH 149.17 FEET, WHOSE RADIUS BEARS N59°09'48"E; THENCE
- **L936a** S45° 02' 00"E, 156.15 FEET; THENCE
- **L936b** S45° 02' 00"E, 305.11 FEET; THENCE ALONG A
- C17 CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 563.19 FEET A DELTA OF 33° 31' 15", AN ARC LENGTH 329.49 FEET, WHOSE RADIUS BEARS S47°34'43"W; THENCE
- **L936c** S06° 14' 10"E, 166.94 FEET; THENCE
- **L936d** N86° 31' 40"E, 411.83 FEET; THENCE
- **L936e** S02° 17' 46"E, 197.39 FEET; THENCE
- **L936f** N86° 31' 40"E, 11.60 FEET; THENCE
- **L937a** S03° 53' 30"E, 60.06 FEET; THENCE
- **L937b** S87° 59' 00"W, 243.66 FEET; THENCE
- **L937c** S82° 48' 11"W, 151.41 FEET; THENCE
- **L937d** S06° 01' 30"E, 100.46 FEET; THENCE
- **L937e** S83° 58' 30"W, 11.22 FEET; THENCE ALONG A
- C18 CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 453.72 FEET A DELTA OF 33° 04' 58", AN ARC LENGTH 261.98 FEET, WHOSE RADIUS BEARS N83°58'30"E; THENCE ALONG A COMPOUND
- C18a CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 560.89 FEET A DELTA OF 18° 35' 49", AN ARC LENGTH 182.05 FEET, WHOSE RADIUS BEARS N56°46'10"E; THENCE
- **L937f** N37° 56' 10"E, 11.22 FEET; THENCE ALONG A
- C18b CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 367.24 FEET A DELTA OF 15° 08' 53", AN ARC LENGTH 97.09 FEET, WHOSE RADIUS BEARS N44°39'37"E: THENCE
- **L938a** S60° 24' 00"E, 299.31 FEET; THENCE
- **L938b** S24° 15' 41"W, 29.27 FEET; THENCE
- **L938c** S60° 12' 19"E, 255.00 FEET; THENCE ALONG A

C18c CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 945.83 FEET A DELTA OF 5° 26' 57", AN ARC LENGTH 89.95 FEET, WHOSE RADIUS BEARS N35°58'40"E: THENCE

**L938d** S29° 47' 41"W, 82.83 FEET; THENCE LEAVING SAID COLISEUM BOUNDARY AREA REDEVELOPMENT PROJECT

**L938e** N57° 26' 56"W, 835.55 FEET; THENCE ALONG A

C19 CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1506.29 FEET A DELTA OF 18° 19' 39", AN ARC LENGTH 481.82 FEET, WHOSE RADIUS BEARS N33°24'08"E; THENCE

**L939** N06° 25' 49"W, 406.26 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF EMBARCADERO; THENCE LEAVING SAID RIGHT-OF-WAY LINE

**L940** S89° 46' 51"W, 40.95 FEET; THENCE

**L941** S55° 21' 11"W, 128.13 FEET; THENCE

**L942** N39° 12' 53"W, 502.16 FEET; THENCE

**L943** N27° 15' 04"W, 1,257.77 FEET; THENCE

**L944** N06° 05' 47"W, 536.93 FEET; THENCE

L945 S84° 47' 22"W, 313.80 FEET TO THE CITY LIMIT BETWEEN OAKLAND AND

ALAMEDA; THENCE ALONG SAID CITY LIMIT

**L946** N03° 58' 10"W, 930.22 FEET; THENCE

**L947** N26° 01' 50"W. 362.70 FEET: THENCE

**L948** N50° 51' 13"W, 342.49 FEET; THENCE

**L949** N57° 22' 55"W, 354.45 FEET; THENCE

**L950** N64° 03' 24"W, 908.62 FEET; THENCE

**L951** N74° 04' 27"W, 578.09 FEET; THENCE

**L952** S78° 28' 10"W, 303.65 FEET; THENCE

**L953** S65° 16' 54"W, 1,927.77 FEET; THENCE

L954 N62° 49' 50"W, 2,701.00 FEET TO A POINT ON THE SOUTHERLY PROLONGATION OF A PORTION OF THE CENTRAL DISTRICT REDEVELOPMENT PROJECT AREA BOUNDARY; THENCE LEAVING SAID OAKLAND/ALAMEDA CITY LIMIT AND ALONG LAST SAID PROLONGATION AND ALONG THE BOUNDARY OF SAID CENTRAL DISTRICT AREA

**L955** N48° 18' 31"E, 1787.38 FEET; THENCE

**L956** N87° 45' 19"E, 205.48 FEET; THENCE

**L957** N12° 06' 00"E, 156.21 FEET; THENCE

**L958** N76° 26' 06"W, 583.72 FEET; THENCE

**L959** N27° 29' 27"E, 311.37 FEET; THENCE

**L960** N67° 45' 51"W, 256.84 FEET; THENCE ALONG A

**C20** CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 5779.45 FEET A DELTA OF 3° 59' 09", AN ARC LENGTH OF 402.04 FEET, WHOSE RADIUS BEARS N22°14'09"E; THENCE

**L961** N27° 24' 42"E, 826.59 FEET; THENCE

**L962** N62° 35' 18"W, 80.00 FEET; THENCE

**L963** N27° 24' 42"E, 620.13 FEET; THENCE

**L964** N62° 35' 18"W, 370.00 FEET; THENCE

**L965** S27° 24' 42"W, 270.50 FEET; THENCE

**L966** N62° 35' 18"W, 320.00 FEET; THENCE

**L967** N27° 24' 42"E, 270.50 FEET; THENCE

- **L968** N62° 35' 18"W, 370.00 FEET; THENCE
- **L969** N27° 24' 42"E, 208.62 FEET; THENCE
- **L970** S62° 35' 18"E, 1140.00 FEET; THENCE
- **L971** N27° 24' 42"E, 280.35 FEET; THENCE
- **L972** S62° 35' 18"E, 1171.46 FEET; THENCE
- **L973** S40° 42' 28"E, 34.77 FEET; THENCE
- **L974** N49° 25' 59"E, 167.93 FEET; THENCE
- **L975** N03° 40' 12"E, 313.47 FEET; THENCE
- **L976** N49° 25' 59"E, 118.91 FEET; THENCE
- **L977** S61° 53' 15"E, 553.29 FEET, HAVING LEFT THE CENTRAL DISTRICT REDEVELOPMENT AREA AFTER 273.78 FEET; THENCE ALONG A
- C21 CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 298.06 FEET A DELTA OF 19° 05' 53", AN ARC LENGTH 99.35 FEET, WHOSE RADIUS BEARS S25° 56' 56"W; THENCE
- **L978** N49° 25' 59"E, 75.31 FEET; THENCE
- **L979** N40° 34' 01"W, 549.93 FEET, HAVING REJOINED SAID CENTRAL DISTRICT REDEVELOPMENT AREA AFTER 358.15 FEET; THENCE
- **L980** N49° 07' 25"E, 417.60 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 145,801,439.99 SQUARE FEET OR 3,347.14 ACRES OF LAND, MORE OR LESS.

EXHIBIT 'B', THE MAP OF THE ABOVE PARCEL IS BY THIS REFERENCE MADE A PART THEREOF AND THIS LEGAL DESCRIPTION IS BOUNDED BY THE ASSESSOR'S PARCELS SHOWN ON SAID MAP.

JULIA E. TERRY, PLS #5984 EXPIRES 12-31-04

> 01-081\_final\_legal.doc revised 04-19-02

PLS SURVEYS, INC. 2220 LIVINGSTON STREET, SUITE 202 OAKLAND, CA 94606

#### **DETACHMENT FROM** CENTRAL CITY EAST SURVEY AREA

A PARCEL OF LAND IN THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EASTERLY LINE OF THE CENTRAL DISTRICT REDEVELOPMENT PROJECT AREA, ALSO BEING AN ANGLE POINT ON THE WESTERLY BOUNDARY OF THE CENTRAL CITY EAST SURVEY AREA, HAVING A COORDINATE VALUE IN THE CALIFORNIA COORDINATE SYSTEM, NAD '83 ZONE III OF NORTHING=2115173.83 AND EASTING=6052309.07; THENCE

- L1 S76° 24'E MORE OR LESS, 569 FEET MORE OR LESS, TO A POINT ON A PARCEL DESCRIBED IN THE JUDGMENT (ALAMEDA COUNTY SUPERIOR COURT) FILED IN ALAMEDA COUNTY ON JULY 26, 2004, NOTED AS CASE NO. RG003118525 AND THE TRUE **POINT OF BEGINNING**: THENCE ALONG SAID PARCEL AS DESCRIBED IN SAID JUDGMENT
- L2 S62° 48' 44"E, 233.27 FEET
- L3 S48° 07' 41"W, 1069.81 FEET; THENCE
- L4 N47° 37' 19"W. 195.25 FEET; THENCE
- L5 N48° 076 41"E, 343.45 FEET; THENCE
- L6 N41° 52' 19"W, 23.60 FEET; THENCE
- L7 N48° 07' 41"E, 662.55 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 218,251 SQUARE FEET OR 5.01 ACRES OF LAND, MORE OR LESS.

EXHIBIT 'B', THE MAP OF THE ABOVE PARCEL IS BY THIS REFERENCE MADE A PART THEREOF AND THIS LEGAL DESCRIPTION CONTAINS A SINGLE PARCEL KNOWN ON THIS DATE AS ASSESSOR'S PARCEL 0000-0460-001.

JOSEPH M. BRAJKOWICH, PLS #5254 **EXPIRES 12-31-05** 

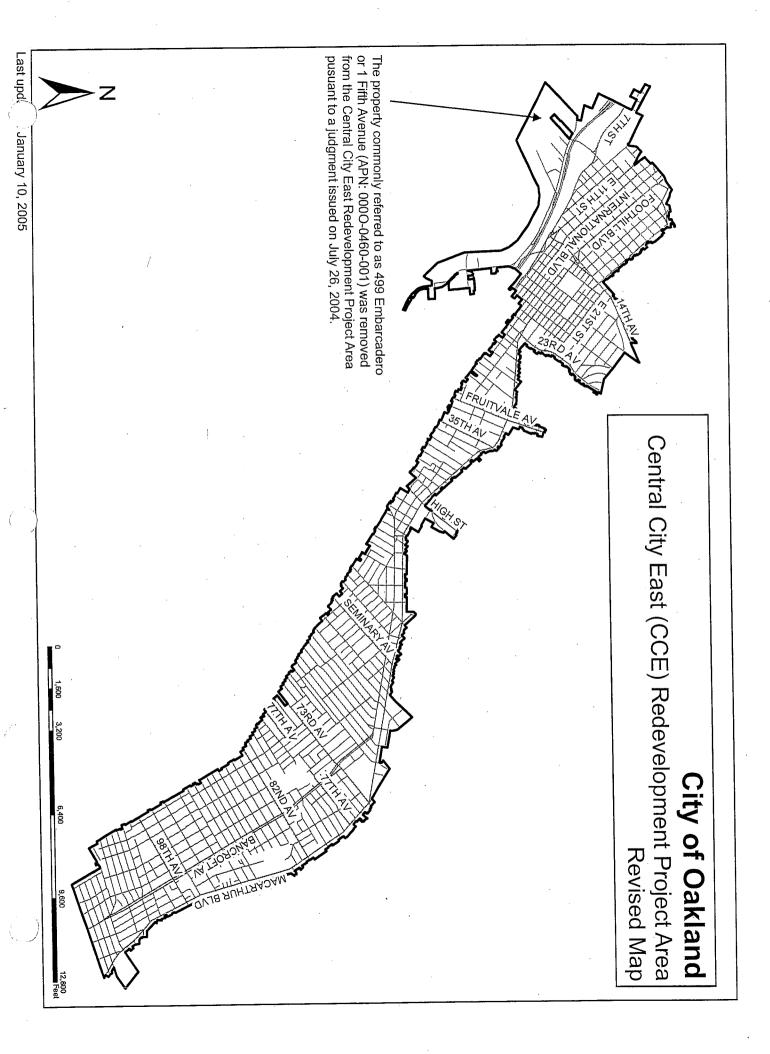
04-055\_detachment\_legal\_City.doc

Dated: 10-29-04

# CENTRAL CITY EAST REDEVELOPMENT PLAN

### **ATTACHMENT NO. 2**

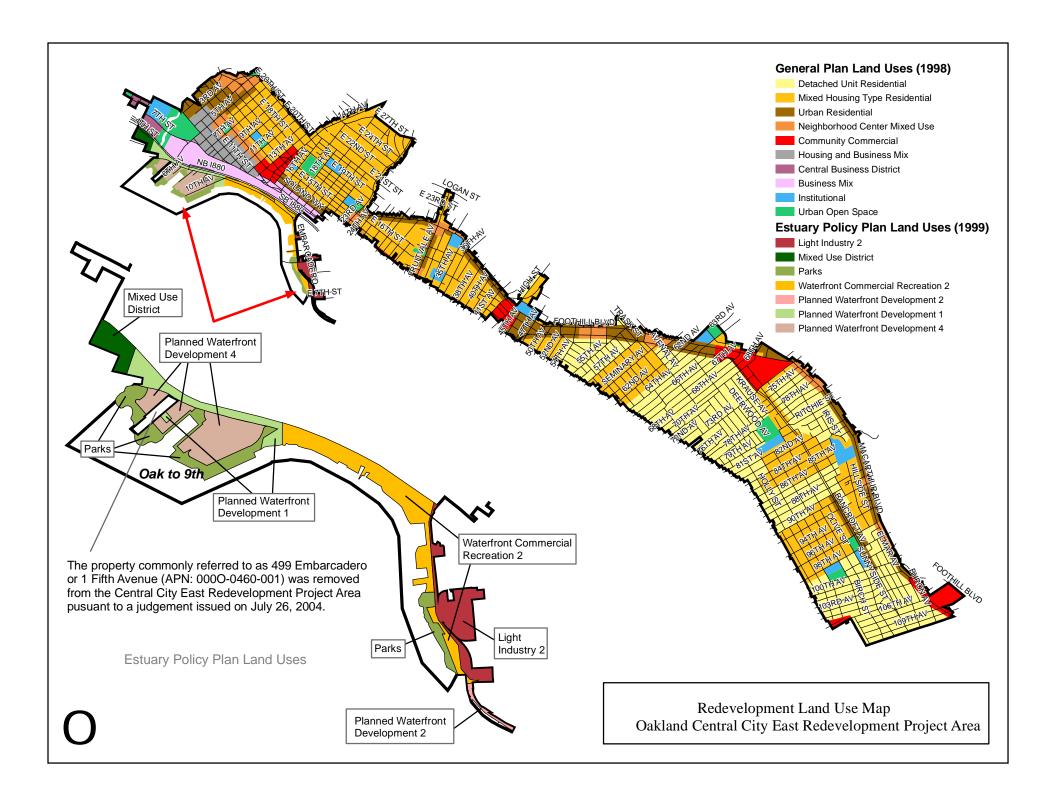
#### **PROJECT AREA MAP**



# CENTRAL CITY EAST REDEVELOPMENT PLAN

### **ATTACHMENT NO. 3**

#### **REDEVELOPMENT LAND USE MAP**



#### CENTRAL CITY EAST REDEVELOPMENT PLAN

#### **ATTACHMENT NO. 4**

#### **PUBLIC IMPROVEMENTS**

The Agency may acquire property and/or pay for, install, develop, construct, or rehabilitate the publicly-owned buildings, facilities, structures, or other improvements set forth in the attached list in connection with the Project:

- Streets and roadways
  - Roadway widening
  - Intersection improvements
  - Traffic signalization
  - Roadway resurfacing
  - Installation of overpasses and underpasses
  - Street signage
  - Traffic calming
- Streetscape
  - Sidewalks
  - Curbs and gutters
  - Street medians
  - Street lighting
  - Street furniture
  - Landscaping
  - Street beautification
- Public transit and bicycle facilities
- Water, natural gas and electricity distribution systems
- Sanitary sewer systems
  - Wastewater treatment plant improvements
  - Upgrading and replacing deteriorated sewer pipes

- Storm drainage systems
  - Reconstruction of damaged catch basins and broken storm drain lines
  - Construction of concrete cross drains
- Telecommunications systems, including installation of fiber optic and other cabling
- Undergrounding of overhead utility lines
- Parking facilities and improvements
- Parks, plazas, landscaped areas, pedestrian paths, playgrounds, recreational facilities, and open space
- Public housing and shelters
- Police, fire, emergency response, and other public safety facilities
- Public schools, colleges and universities, training centers, libraries, and community centers
- Public health facilities and human services facilities

# CENTRAL CITY EAST REDEVELOPMENT PLAN

#### **ATTACHMENT NO. 5**

### **MAP OF COMMERCIAL CORRIDORS**