REPORT TO MAYOR AND COUNCIL **NO: 13-292**

Council Meeting: December 3, 2013

SUBJECT: Discussion and Possible Action Regarding Approval of a Joint Use Agreement for Raynor Park Open Space with Stratford School

BACKGROUND

On November 19, 2013, Council approved a Purchase and Sales Agreement for the sale of Raynor Activity Center to Stratford School (RTC 13-275). Council also adopted CEQA findings and approved allocation of the proceeds from the sale of $14,050,000 towards a new branch library at Lakewood Park and expansion of the Washington Park Pool.

Council also considered approval of a Joint Use Agreement for Raynor Park Open Space with Stratford School and directed staff to renegotiate terms of the agreement to reduce open space usage by Stratford School and bring it back to Council for consideration.

EXISTING POLICY

General Plan Chapter 4, Community Character - Recreation:

Policy CC-10.6 Leverage available resources by pursuing co-funded and/or cooperative agreements for provision and maintenance of programs, facilities, and services, in order to maximize benefits to the community. Partners may include, but are not limited to, school districts, non-profit groups, governmental agencies and businesses.

Policy CC-10.7 Encourage the use of recreational and open space facilities and services for educational activities of schools that serve Sunnyvale students first, and secondarily the schools that serve students of surrounding communities.

CEQA REVIEW

CEQA review is not required at this time because approval of the Joint Use Agreement for Raynor Park Open Space alone does not constitute a project within the meaning of CEQA. CEQA analysis will be conducted as part of the use permit process that is required to be completed before the property is transferred.

DISCUSSION

The Joint Use Agreement is an integral part of the Purchase and Sales Agreement. For Stratford's proposed use of the Raynor Activity Center as a private school to be viable, access to a portion of the open space in Raynor Park is needed for physical education classes and after school sports programs.

The proposed Joint Use Agreement defines the portions of Raynor Park that Stratford would be given priority use for certain hours of the day. At the public hearing held on November 19, 2013, Council received input that Stratford's use of Raynor Park would limit public use of the space for residents in the Birdland Neighborhood.

Staff renegotiated with Stratford over the terms and conditions in the Joint Use Agreement (Attachment A). The following are concessions Stratford has agreed to make:

- Priority field use hours for Area 1 (see Exhibit B of Attachment A) are reduced on school days from 8:00 am to 3:00 pm to 9:00 am to 3:00 pm.
- Field use Area 1 was reduced in size by 25 feet along the Raynor Activity Center property line. This ensures full access to Raynor Park from Dunford Way for people who wish to jog, walk their dog, or access the Park when Stratford is using the fields.
- Priority use Area 2 is designated for the future construction of a basketball court by Stratford. Priority use hours were reduced from 8:00 am to 6:00 pm on school days during the regular school year, and 8:00 am to 3:00 pm on school days during the summer to now begin at 9:00 am and end at 5:30 pm on regular school days.
- The Joint Use Agreement was clarified to state that the basketball court would be available for public use during priority use hours when not in use by Stratford. This was already explicitly stated in the Agreement for field use in Area 1.
- Stratford has also agreed to work with the City to assist in funding a number minor park improvements which include:
    - Adding benches at the proposed basketball court
    - Relocating the irrigation piping along the proposed property line
    - Seal coat and restripe the City parking lot located along Quail Avenue
    - Relocate the electronic score board used by little league baseball
    - Add to existing bleachers at the little league field if desired by field users

These changes are reflected in a redline version of the proposed Joint Use Agreement (Attachment A). The changes reduce the amount of priority use

hours by one hour each school day and ensure that priority use areas are available for public use when not actually in use by Stratford.

Providing priority use of sports fields in parks is already a common practice in City parks including Raynor Park. In order to have organized youth sports in Sunnyvale, users must be able to reserve field use to schedule practices and games. The fields at Raynor Park are not currently reserved by any sports user groups on weekdays from 9:00 am to 3:00 pm. After school priority use hours by Stratford have been limited to avoid conflicts with existing user groups as much as possible. Those groups will be able to be accommodated on other fields in Sunnyvale.

The proposed Joint Use Agreement with Stratford School is consistent with existing City policy. General Plan Policy CC-10.7 states in part, "Encourage the use of recreational and open space facilities and services for educational activities of schools that serve Sunnyvale students first." The proposed Joint Use Agreement with Stratford requires it to maintain a student population of at least 51% Sunnyvale residents and therefore, use of Raynor Park by Stratford students should be encouraged according to the City's General Plan Policy.

FISCAL IMPACT

Approval of the Joint Use Agreement is an integral part of the Purchase and Sales Agreement for the Raynor Activity Center. Revenues from the sale of $14,050,000 will be allocated to capital improvement projects for a new branch library at Lakewood Park and the Washington Pool Expansion Project as approved by Council at its November 19, 2013 meeting.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's Web site.

Notices for the meeting were sent to surrounding neighborhood associations by electronic mail using the citywide neighborhood association listing.

ALTERNATIVES

1. Council authorizes the City Manager to execute the Joint Use Agreement between the City of Sunnyvale and Stratford School, Inc. for the use of Raynor Park.
2. Do not approve the Joint Use Agreement between the City of Sunnyvale and Stratford School, Inc. for the use of Raynor Park and provide direction to staff for follow up action.

RECOMMENDATION

Staff recommends Alternative 1. Council authorizes the City Manager to execute the Joint Use Agreement between the City of Sunnyvale and Stratford School, Inc. for the use of Raynor Park.

Approval of the Joint Use Agreement is a necessary step in completing the sale of Raynor Activity Center to Stratford School. Further negotiations with Stratford School have resulted in a reduction to priority use hours and a reduction in the size of the field use area that ensures continuous access through Raynor Park for other park users.

The Joint Use Agreement requires that Stratford maintain its enrollment with a majority of Sunnyvale residents. As residents, Stratford students should have access to the open space adjacent to their school, a practice that is encouraged by an existing General Plan Policy. Stratford School currently operates two other schools in Sunnyvale both adjacent to City parks and has proven to be a good neighbor that is compatible with other park uses.

Prepared by:

Kent Steffens, Director, Public Works

Approved by:

Gary M. Luebbers, City Manager
City Manager

Attachments

A. Redline version of Joint Use Agreement Between the City of Sunnyvale and Stratford School for Recreation Purposes of the Raynor Park Recreation Areas

RECORDING REQUESTED BY:

WHEN RECORDED RETURN TO:

Stratford Schools, Inc.
12930 Saratoga Avenue, Suite A-2
Saratoga, CA 95070
Attn.: Clay Stringham

Space above this line for Recorder's use only

DRAFT

JOINT USE AGREEMENT BETWEEN CITY OF SUNNYVALE AND STRATFORD SCHOOL, INC. FOR RECREATION PURPOSES OF THE RAYNOR PARK RECREATION AREAS

THIS JOINT USE AGREEMENT dated _____, 2013; ("JOINT USE AGREEMENT") is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and ; STRATFORD SCHOOL, INC., a California Corporation ("STRATFORD").

WHEREAS, STRATFORD and CITY have entered into a Purchase and Sales Agreement whereby STRATFORD may purchase from CITY the Raynor Activity Center located at 1500 Partridge Avenue, Sunnyvale, CA, a 3.45 acre site, more or less, including easements for two parking lots (the "Property") more particularly described in Exhibit "A", attached hereto, for private school purposes and related activities, and to provide recreational programs and after school sports, such as soccer, softball, field hockey, and flag football; and

WHEREAS, under the terms of the Purchase and Sales Agreement, purchase of the Property is conditioned upon STRATFORD procuring, through application to the CITY, including environmental review, a use permit together with conditions from the CITY for the operation of a private school on the Property (collectively the "Use Permit"); and

WHEREAS, the CITY owns and maintains the Raynor Park open space area ("Open Space"), which includes two ball fields, located adjacent to the Property, identified as Parcel 1 of the Parcel Map filed for record on _____, 20_____, in Book _____ of Maps, Page _____, Official Records of Santa Clara County, California; and

WHEREAS, the parties acknowledge that the Open Space is part of the CITY's parks system and is operated as part of the CITY's recreational program for the benefit of the general public, and

WHEREAS, the CITY manages and operates the Open Space on a reservation system for the use and enjoyment of organized sports teams and of the general public on a reservation fee basis; and

WHEREAS, in the event the Use Permit is issued and the sale of the Property is completed, the parties wish to manage and share the Open Space pursuant to the terms and condition of this Joint Use Agreement

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. STRATFORD Rights and Obligations

(a) CITY shall provide STRATFORD priority use of certain areas of the Raynor Park area in the locations designated as Area 1 and Area 2, as shown on Exhibit "B" attached hereto and incorporated herein by reference. Specifically, during regular school hours of Monday through Friday, ~~8:00~~9:00 a.m. to 3:00 p.m. during the regular school year (approximately late August early June). At times during the priority use period defined above when field Area 1 is not actually being used by STATFORD, the area will be available for public use. During the summer session STRATFORD may use field areas within Raynor Park on a space available basis on school days ~~8:00~~9:00 a.m. to 3:00 p.m. The remaining areas of the Raynor Park Area are available for use by the public and other groups and individuals in accordance with the CITY's reservation system.

(b) STRATFORD is permitted to have priority use of Area 1 and Area 2 of Exhibit "B" during certain months and during certain hours according to the "After School Hours and Schedule" attached hereto as Exhibit "C" and incorporated herein by reference. At times during the After School Hours and Schedule period defined by Exhibit A when Area 1 and 2 are not actually being used by STATFORD, the area will be available for public use. The remaining dates and times for use of the Raynor Park Area are available for use by the public and other groups and individuals in accordance with the CITY's reservation system.

(c) STRATFORD shall provide the CITY a report by August 15 of each year the schedule of Stratford "After Hour" uses on revised dates and times when it does not intend to use the fields. This will allow the CITY to make the fields available to other groups. The STRATFORD "After Hour" uses are from 4:00 p.m. to 5:30 p.m. Wednesday and Thursday, and 4:00 p.m. to 6:00 p.m. on Fridays during the months of February through May; and, 4:00 p.m. to 5:00 p.m. Thursday and 4:00 p.m. to 6:00 p.m. on Fridays during the months of September through November. Additional after hours use by Stratford not specifically noted within this agreement, will be on availability of space with no impact to the other groups using the open space area. STRATFORD shall not have the ability to use its reserved times to allow other third party groups to use the fields or basketball court.

(d) In consideration of continued field usage by STRATFORD during the term of this agreement, STRATFORD agrees that it will make its best efforts (including granting preferential enrollment privileges to qualified Sunnyvale residents to the extent allowable by applicable laws) to maintain at the Raynor campus at least 51% of its students residing in the City of Sunnyvale. STRATFORD agrees that it will provide the CITY a written statement as to its current total enrollment and percentage of Sunnyvale residents on or about June 1 of each year. Enrollment of students at the school shall be at least 51% Sunnyvale residents and shall be maintained above 51% based on a five year rolling average. The rolling average will be calculated in year five of the agreement and in each subsequent year as enrollment figures are provided. If enrollment at the school drops below 51% (based on five year rolling average) in any year, STRATFORD agrees to develop a plan to bring itself into compliance. STRATFORD shall have up to one year to cure its noncompliance with this provision during which time STRATFORD agrees to pay for each hour of priority field use the amount listed in the CITY's then current master fee schedule for sports field rental (currently $25 per hour, $175 per day max). STRATFORD agrees to pay monthly for field usage until such time that noncompliance can be cured (up to one year). If STRATFORD reports that the five year rolling average is below 51% for two consecutive years, City Staff and STRATFORD shall work to develop an acceptable alternative plan for usage of the fields. Failure to arrive at such an agreement shall be grounds to terminate Stratford's priority field use rights of Area

1, as defined in Sections 1(a-c) of this agreement. Notwithstanding the above, any decision to terminate or modify the agreement would not be made by the City prior to holding a public hearing before the City Council and an affirmative vote of the City Council to terminate this Agreement pursuant to this paragraph.

(e) STRATFORD shall allow use of two parking lots that will have easements for use by the general public, one located on Partridge Avenue and the other parking lot located adjacent and perpendicular to the Partridge Parking Lot. The parking lots shall be open for public parking after 5:00 p.m. on weekdays until park closing, and all day Saturdays and Sundays during park hours. The right for public parking is included as an easement on the preliminary parcel map and is considered a perpetual right that shall survive the term or termination of this agreement.

(f) In consideration therefore, STRATFORD will construct a basketball court for CITY in an area adjacent to the school site, shown as AREA 2 on Exhibit A, at no cost to the CITY. The basketball court shall not include lighting for night time use. So long as this Agreement is in effect, STRATFORD shall maintain the basketball court at no expense to the CITY following construction. The courts shall be maintained in a clean and safe condition for public use at all times, subject to subsection (g), below. Maintenance includes restriping and resurfacing as necessary to keep it in a safe playable condition.

(g) STRATFORD shall have priority use of the basketball court from ~~8:00~~9:00 a.m. to ~~6:00~~5:30 p.m. on school days during the regular school year (approximately late August to early June). Stratford shall have priority use of the basketball ball court on a priority basis from ~~8:00~~9:00 a.m. to 3:00 p.m. on days summer school is in session. STRATFORD shall make available the basketball court for use by the general public after the school hours listed above, and during all park hours on non-school days. At times during the priority use period defined above when the basketball court is not actually being used by STATFORD, the area will be available for public use.

(h) STRATFORD shall be required to make application for and procure a building permit for construction of the basketball court. STRATFORD shall furnish all labor, tools, equipment, apparatus, and materials necessary to perform and complete in a good workmanlike manner. The court will be constructed within one year of the date of this agreement and construction plans of the court are subject to review and approval as part of the Use Permit process for the School.

(i) STRATFORD shall complete design of the basketball court in accordance with applicable City standards. CITY shall have the right to review and approve construction plans and inspect the work until completion.

2. CITY Rights and Obligations

(a) CITY shall supply any documents or information to which the CITY has access or possession required by STRATFORD for construction of the basketball court.

(b) CITY shall operate a reservation system for use of the Raynor Park Open Space Area by the general public, including user groups and sports leagues. The CITY shall be responsible to resolve any matters which arise concerning the use of the fields by STRATFORD, the general public and user groups; however STRATFORD shall reasonably assist the CITY to resolve conflicts when the conflict relates to STRATFORD uses or activities.

(c) CITY shall provide utilities necessary to maintain the fields at no expense to STRATFORD.

(d) CITY shall be responsible for maintenance of the Open Space area, and repair damage by work efforts or activities of CITY work crews and/or individuals employed by the CITY.

(e) City has the right to close the park open space area during winter months due to weather conditions or field conditions. The City also reserves the right to close the field for normal maintenance or improvements at any time and will work with STRATFORD to try and accommodate field use in other areas of the Park during periods of closure.

(f) CITY shall be responsible for keeping all sidewalks and walkways abutting the ball fields in good condition and free of weeds.

(g) CITY shall have the option to manage the basketball courts by members of the general public through its recreational reservation system in coordination with the STRATFORD's use of the facilities.

3. Maintenance Obligations of STRATFORD

(a) So long as this Agreement is in effect, STRATFORD shall maintain the basketball court in a clean and debris free manner at its expense. STRATFORD shall also remove any graffiti that occurs.

(b) STRATFORD shall notify City 14 calendar days in advance of any intention to install improvements or engage in other activities at the Property that affects the public areas, such as sidewalks parking lots or recreational facilities.

(c) STRATFORD shall be responsible for the maintenance and repair of the parking lot adjacent to Building 7 of the Raynor Activity Center that extends out to Partridge Avenue.

4. Consideration

In consideration of the above improvements and services provided by STRATFORD at STRATFORD'S expense for labor, materials, equipment and supplies, STRATFORD is permitted to use the Open Space areas identified as Area 1 and Area 2 of Exhibit "B" at Raynor Park as set forth in this Agreement, subject to the limitations on hours and in cooperation with uses by the general public and sports leagues which reserve the fields through the CITY's reservation system.

5. Compliance with Laws

STRATFORD shall comply with all federal, state, county and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Joint Use Agreement.

6. Independent Contractor

STRATFORD is acting as an independent contractor in furnishing the services or materials and performing the work required by this Joint Use Agreement and is not an agent, servant or employee of CITY. Nothing in this Joint Use Agreement shall be interpreted or construed as creating or establishing the relationship of agency between CITY and STRATFORD

7. Indemnity

STRATFORD shall indemnify and hold harmless CITY, its officers and employees from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property arising out of or in any way connected with the act, omission or negligence of STRATFORD, its officers, employees, agents, in connection with STRATFORD'S performance under this Joint Use Agreement.

CITY shall indemnify and hold harmless STRATFORD, its officers and employees from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property arising out of or in any way connected with the act, omission or negligence of CITY, its officers, employees, agents, in connection with the CITY's performance under this Joint Use Agreement.

8. Insurance

STRATFORD shall and will, at own cost, take out and maintain without interruption during the life of this Agreement in such form and with a company or companies satisfactory to the CITY policies of the following types of insurance:

(a) Single limit coverage applying to bodily and personal injury liability, including liability for death, and property damage, or a combination thereof, in an amount not less than Two Million Dollars ($2,000,000) providing coverage on an "occurrence" basis and not an "accident" basis; provided, however, as follows:

(1) CITY shall be named as an additional insured in all said insurance policies;

(2) A contractual liability endorsement shall be included in each insurance policy, extending coverage to include liability assumed under paragraph 8 above; and,

(b) CITY is self insured for all obligations assumed under this Joint Use Agreement.

9. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

10. Effective Date; Time for Performance

This Agreement shall not be effective unless and until Close of Escrow, as that term is defined in the Purchase and Sale Agreement. The effective date of this Agreement shall be the date of Close of Escrow, and it shall continue from the effective date for a period of 25 years. In the event there is no Close of Escrow under the Purchase and Sale Agreement, this Agreement shall be null and void and of no force or effect.

11. Term/Termination

This Joint Use Agreement shall be in effect for 25 years and may be renewed for two 10-year extensions upon the written consent of both parties. Without limitation to such rights or remedies the parties shall otherwise have by law, STRATFORD shall have the right to terminate this Agreement for any reason upon 12 month's written notice to the CITY.

If STRATFORD defaults in the performance of this Joint Use Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to STRATFORD without any obligation to assist STRATFORD in identifying reasonably comparable recreational facilities. Prior to termination, the CITY shall give written notice to STRATFORD and allow 30 days for STRATFORD to cure any breaches in its performance; provided, however, that if a breach is of a nature that it cannot reasonably be cured within 30 days, and if STRATFORD is diligently working towards curing the breach, STRATFORD shall be allowed a reasonable time to cure the breach, not to exceed 90 days.

12. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the joint use of the recreational facilities. No modification or amendment of this Joint Use Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

13. Legal Action; Attorney Fees

Any disputes arising from the performance of this Joint Use Agreement shall be resolved according to the laws of the State of California, County of Santa Clara, irrespective of any claim of diversity of citizenship or other jurisdictional conditions. Each party shall be responsible for its own attorney's fees in the prosecution of any legal action arising from this Joint Use Agreement.

14. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws the State of California.

15. Counterparts

This Agreement may be executed in two or more counterparts, which when compiled shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement. ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By: _____
City Manager

APPROVED AS TO FORM:

STRATFORD SCHOOL, INC.

By _____
City Attorney

By: _____
Name and Title: _____

EXHIBITS:
EXHIBIT "A" – Legal Description of STRATFORD Property
EXHIBIT "B" – Aerial of Raynor Park Designated Areas for Use by Stratford School
EXHIBIT "C" – After School Hours and Schedule

EXHIBIT A
TO PARK JOINT USE AGREEMENT

Legal Description of Stratford Property

Attached

BKF
ENGINEERS · SURVEYORS · PLANNERS

September 10, 2013
BKF No. 20116076

Legal Description

PARCEL 2
(Raynor Park)

Real property situate in the City of Sunnyvale, County of Santa Clara, State of California, described as follows:

Being a portion of Parcel One as described in that certain Agreement for Sale of Real Property, between Santa Clara Unified School District and City of Sunnyvale, a municipal corporation, recorded July 3, 1979 in Book E611 at Page 549, Official Records of Santa Clara County and a portion of the lands described in that certain Deed of Dedication for Public Street Purposes, conveyed from Jefferson Union School District of Santa Clara County to City of Sunnyvale, recorded in Book 4979 at Page 304, Official Records of said County, more particularly described as follows:

Beginning at the southwesterly corner of the lands described in said Deed of Dedication (4979 O.R. 304), said corner being also a point on the westerly line of Quail Avenue, being 62.00 feet in width;

Thence leaving said corner and along said westerly line of Quail Avenue and being also the westerly line of said Deed of Dedication (4979 O.R. 304), North 01°20'00" West, 647.18 feet to the beginning of a tangent curve to the left, having a Radius of 40.00 feet;

Northwesterly along said curve, through a central Angle of 92°14'30", for an arc Length of 64.40 feet to the southerly line of Dunford Way, being 62.00 feet in width, as said southerly line was established by said Deed of Dedication (4979 O.R. 304);

Thence along said southerly line of Dunford Way, South 86°25'30" West, 336.59 feet to the **TRUE POINT OF BEGINNING** of this description;

Thence leaving said point and said southerly line of Dunford Way, the following ten (10) courses and distances:

1. South 01°21'02" East, 464.90 feet;
2. South 88°38'58" West, 185.42 feet;
3. North 01°21'02" West, 6.59 feet to the beginning of a tangent curve to the left, having a Radius of 15.00 feet;
4. Northwesterly along said curve, through a central Angle of 65°00'00", for an arc Length of 17.02 feet;
5. North 66°21'02" West, 9.90 feet;
6. South 88°38'58" West, 110.88 feet;
7. North 01°21'02" West, 15.56 feet to the beginning of a tangent curve to the left, having a Radius of 5.00 feet;
8. Northwesterly along said curve, through a central Angle of 90°00'00", for an arc Length of 7.85 feet;
9. South 88°38'58" West, 42.98 feet to the beginning of a tangent curve to the left, having a Radius of 20.00 feet;
10. Southwesterly along said curve, through a central Angle of 20°29'15", for an arc Length of 7.15 feet to a point of intersection of a line drawn 31.00 feet easterly, right angle measurement, from the

westerly line of said Deed of Dedication (4979 O.R. 304), said westerly line being also the center line of Partridge Avenue;

Thence along said parallel line, North 01°21'02" West, 360.64 feet;

Thence leaving said parallel line, the following three (3) courses and distances:

1. North 40°21'22" East, 13.43 feet;
2. South 49°38'38" East, 7.46 feet;
3. North 88°38'58" East, 6.00 feet to a point of intersection with the northerly prolongation of the easterly line of said Deed of Dedication (4979 O.R. 304), said point being also at the intersection of a line drawn 51.50 feet easterly, right angle measurement, from the center line of said Partridge Avenue;

Thence along said parallel line, the following eight (8) courses and distances:

1. South 01°21'02" East, 48.67 feet to the beginning of a tangent curve to the left, having a Radius of 4.00 feet;
2. Southeasterly along said curve, through a central Angle of 90°00'00", for an arc Length of 6.28 feet;
3. North 88°38'58" East, 88.90 feet to the beginning of a tangent curve to the left, having a Radius of 4.00 feet;
4. Northeasterly along said curve, through a central Angle of 90°00'00", for an arc Length of 6.28 feet;
5. North 01°21'02" West, 29.38 feet to the beginning of a tangent curve to the left, having a Radius of 30.00 feet;
6. Northwesterly along said curve, through a central Angle of 55°00'00", for an arc Length of 28.80 feet;
7. North 56°21'02" West, 8.42 feet to the beginning of a tangent curve to the right, having a Radius of 40.00 feet;
8. Northwesterly along said curve, through a central Angle of 57°06'14", for an arc Length of 39.87 feet to said southerly line of Dunford Way;

Thence along said southerly line of Dunford Way, North 86°25'30" East, 288.45 feet to the **TRUE POINT OF BEGINNING** of this description.

Containing an area of 3.546 acres, more or less.

For BKF Engineers

John Koroyan

John Koroyan, P.L.S. No. 8883

SEPT. 10, 2013

Dated

LICENSED LAND SURVEYOR
JOHN KOROYAN
No. 8883
STATE OF CALIFORNIA

Exhibit "B"
AERIAL OF RAYNOR PARK DESIGNATED AREAS FOR USE BY STRATFORD SCHOOL

EXHIBIT "B"

Aerial of Raynor Park Designated Areas
for Use by Stratford School

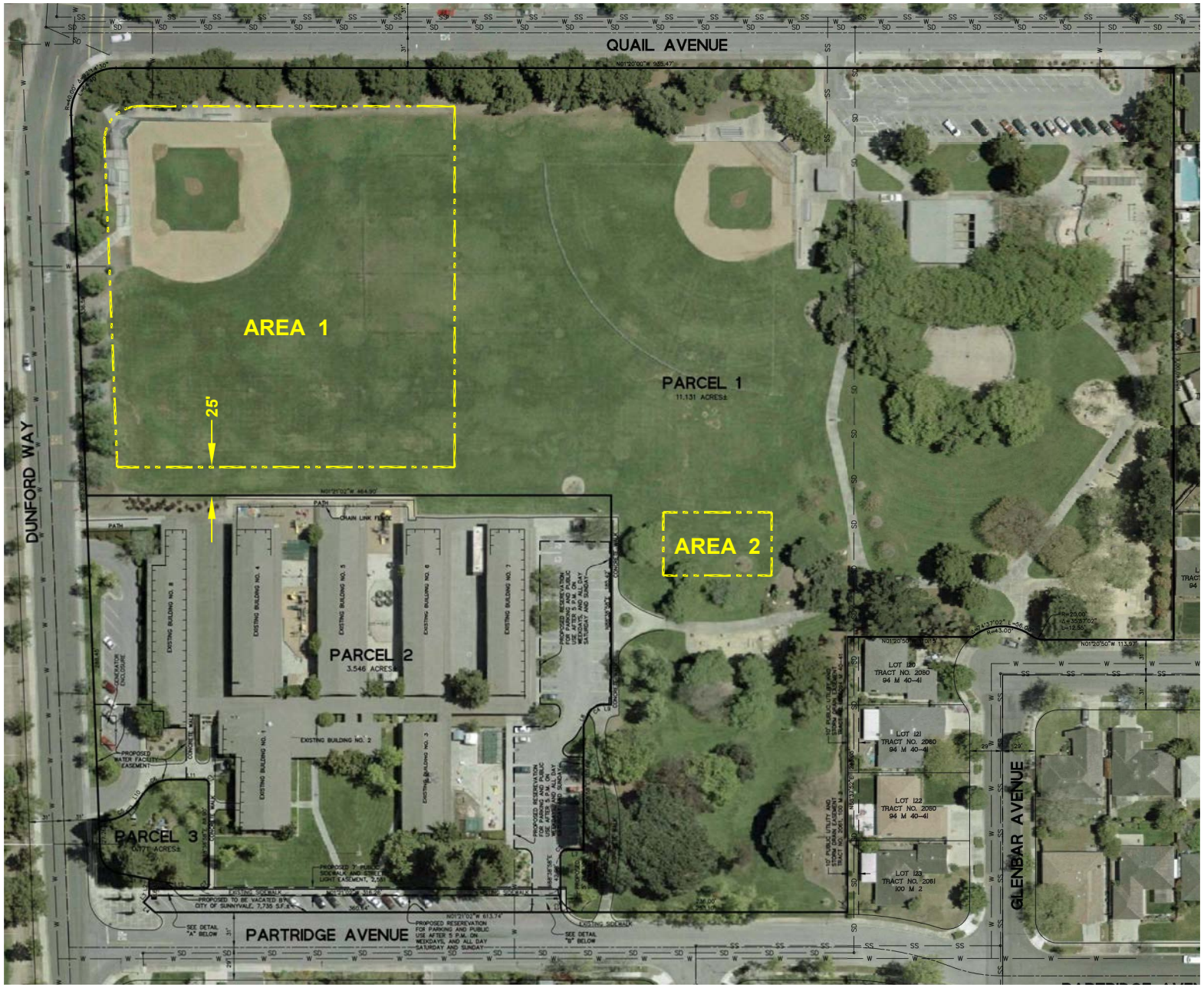

Exhibit "C"
AFTER SCHOOL HOURS AND SCHEDULE

EXHIBIT "C"

Stratford School Raynor Park Usage
After School Hours and Schedule

Stratford Reservation

Stratford to use available open space

Use Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Soccer Games		4:00 - 5:30 Wed & Thurs										
Soccer Practice		3:30 - 4:30 Mon & Tues										
Softball Games		4:00 - 6:00 Friday										
Softball Practice		3:30 - 4:30 Mon & Wed										
Field Hockey									4:00 - 6:00 Fri			
Flag Football Games									4:00 - 5:00 Thurs			
Flag Football Practice									4:00-5:00 Tues &Thur			
Summer School (Primarily Day use)						Available Space						