

**Recording Requested By
and When Recorded Mail to:**

**City Clerk
City of Albany
1000 San Pablo Avenue
Albany, CA 94706**

TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT

No recording fee pursuant to Government Code §6103

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

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

WHEREAS, by separate document Grantor has granted to Grantee a permanent easement to construct, operate and maintain a paved public path (hereafter referred to as the “Bikeway”) adjacent to Buchanan Street and Marin Avenue from the intersection of Jackson Street and Buchanan Street to the westerly property line of said Land at the intersection of Marin Avenue and San Pablo Avenue, and southerly along the westerly line of San Pablo Avenue; and

WHEREAS, in order to construct Bikeway, Grantee and its authorized agents, employees and Contractors require a Temporary Construction Easement (hereafter “TCE”) upon that portion of Land shown and designated as “TCE AREA” on Exhibit “A”, attached, for the purpose of installing temporary fencing, storing materials and equipment during construction, constructing graded conforms to landscaping and pavement, and restoring existing improvements immediately adjacent to the Bikeway.

NOW, THEREFORE,

1. Grantor hereby grants to Grantee TCE for the express purpose of installing temporary fencing, storing materials and equipment during construction, excavating and constructing graded conforms to landscaping and pavement, and restoring existing improvements immediately adjacent to the Bikeway.
2. TERM: The term of TCE shall begin upon commencement of construction within TCE Area and expire upon completion of Bikeway improvements and restoration of TCE Area by Grantee.
3. Grantee shall comply with all applicable laws, ordinances and regulations, including but not limited to all applicable regulatory, environmental and safety requirements at Grantee's sole cost and expense.
4. Grantee shall not use, deposit or permit the use or deposit of any hazardous material or toxic waste or other harmful substances on any real property of the Grantor.
5. Grantee shall not materially interfere with the use by and operation and activities of Grantor on its property, and Grantee shall use such routes and follow such procedures on Grantor's property as result in the least damage and inconvenience to Grantor.
6. Grantee shall be responsible for any damage to Grantor's property or that of third parties resulting from any exercise of the rights herein granted, including but not limited to soil erosion, subsidence or damage resulting therefrom. Grantee shall promptly repair and restore to its original condition any of Grantor's property, including, but not limited to, roads, utilities, irrigation system, buildings and fences that may be altered, damaged or destroyed in connection with the exercise of the TCE Area.
7. Grantee shall conform to the following provisions with regard to the installation of the temporary fence and work within the TCE:
 - a. The facility must be kept fenced at all times. A secure fence must be installed along the border of the construction easement prior to demolition of the existing fence. The contractor should be granted access through the existing gates to accomplish this.

- b. At completion of construction the replacement fence should be installed prior to the removal of the temporary construction easement fence.
 - c. The agreed upon construction easement fence line must be marked out as soon as possible, preferably by the end of March so that Grantor, College of Natural Resources can make informed decisions about field allocation and layout for the upcoming growing season.
 - d. To the extent feasible, the Grantee should not displace the existing pear trees adjacent to the existing fence near the intersection of Buchanan and Jackson. If displacement of pear trees cannot be avoided, the Grantee shall relocate the pear trees to a nearby area outside the Temporary Construction Easement Area on Grantor's land.
- 8. TCE is made on the express condition that Grantor is to be free from all liability by reason of injury or death to persons or injury to property from whatever cause arising out of Grantee's, agents', officers', employees', invitees'(including contractors), or licensees' exercise of rights granted pursuant to TCE or use of TCE Area or of the improvements or personal property of Grantee thereto or thereon, including any liability for injury or death to the person or property of Grantee, its contractors, agents, officers, members, employees, invitees, or licensees or to any property under the control or custody of Grantee during the term of TCE. Grantee hereby covenants and agrees to defend and indemnify Grantor, its officers, employees, agents, invitees and guests and save them harmless from any and all liability, loss, costs, or obligations on account of, or arising out of, any such injury or losses caused or claimed to be caused by the exercise of TCE or use of TCE Area by Grantee, however occurring, other than those caused solely by the willful or negligent acts or omissions of Grantor.
- 9. Grantee shall not cause liens of any kind to be placed against the any of the Grantor's real property.
- 10. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing, signed by the party to be charged.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

GRANTOR: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By _____

Its _____

GRANTEE: THE CITY OF ALBANY

By _____

Its _____

Attachment: Exhibit A – Plat Map

Recording Requested By
and When Recorded Mail to:

City of Albany
Public Works Department
1000 San Pablo Avenue
Albany, CA 94706

BIKEWAY EASEMENT AND AGREEMENT

No recording fee pursuant to Government Code §6103

THIS AGREEMENT, made this ____ day of _____, 20____, by and between The REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation, hereinafter referred to as "Grantor", and, the CITY OF ALBANY hereinafter referred to as "Grantee".

WHEREAS, Grantee desires to acquire a certain easement (Bikeway Easement) in a portion of Grantor's property commonly known as APN 066-2692-022-06 (the "Land"); and whereas the easement is located on a portion of the Land described in Exhibit "A" and depicted on Exhibit "B", attached hereto Bikeway Easement; and whereas Easement generally provides for a paved bike path from the intersection of Buchanan Street and Jackson Street to the intersection of Buchanan Street and San Pablo Avenue along the Buchanan Street Right of Way (ROW).

NOW, THEREFORE,

1. Grantor hereby grants to Grantee a nonexclusive Bikeway Easement across the Land located as described in Exhibits A and B for so long as the Bikeway Easement is used exclusively for the purpose(s) of installation, operation, and maintenance public roadway and sidewalks consisting of pavement, concrete, fences, signage, utilities, street lights/signals, and any necessary underground and above ground structures, fixtures and appurtenances. Grantor expressly reserves for itself, its successors and its assigns, the right to use the Bikeway Easement Area or to grant other Bikeway Easements or licenses at the same location so long as such use does not unreasonably interfere with the rights herein granted.

2. Grantee shall maintain any improvements constructed or installed thereon by Grantee or associated with Grantee's use of the Bikeway Easement. The operation and maintenance of such improvements and of the Bikeway Easement shall be at Grantee's sole cost and expense.

3. This Bikeway Easement is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, Bikeway Easements, and rights of way pertaining to the Land, whether or not of record. The use of the word "grant" shall not imply any warranty on the part of the Grantor with respect to the Bikeway Easement or the Bikeway Easement Area.

4. Grantee shall comply with all applicable laws, ordinances and regulations, including but not limited to all applicable regulatory, environmental and safety requirements at Grantee's sole cost and expense.

5. Grantee shall not use, deposit or permit the use or deposit of any hazardous material or toxic waste or other harmful substances on the Bikeway Easement or on any other real property of Grantor adjacent to the Bikeway Easement.

6. Grantee shall not materially interfere with the use by and operation and activities of Grantor on its property, and Grantee shall use such routes and follow such procedures on Grantor's property as result in the least damage and inconvenience to Grantor.

7. Grantee shall be responsible for any damage to Grantor's property or that of third parties resulting from any exercise of the rights herein granted, including but not limited to soil erosion, subsidence or damage resulting therefrom. Grantee shall promptly repair and restore to its original condition any of Grantor's property, including, but not limited to, roads, utilities, buildings and fences that may be altered, damaged or destroyed in connection with the exercise of the Bikeway Easement or use of the Bikeway Easement Area.

8. This Grant of Easement is made on the express condition that Grantor is to be free from all liability by reason of injury or death to persons or injury to property from whatever cause arising out of Grantee's, agents', officers', employees', invitees' (including contractors), or licensees' exercise of rights granted pursuant to this Bikeway Easement or use of the Bikeway Easement or of the improvements or personal property of Grantee thereto or thereon, including any liability for injury or death to the person or property of Grantee, its contractors, agents, officers, members, employees, invitees, or licensees or to any property under the control or custody of Grantee. Grantee hereby covenants and agrees to defend and indemnify Grantor, its officers, employees, agents, invitees and guests and save them harmless from any and all liability, loss, costs, or obligations on account of, or arising out of, any such injury or losses caused or claimed to be caused by the exercise of the Bikeway Easement or use of the Bikeway Easement by Grantee, however occurring, other than those caused solely by the willful or negligent acts or omissions of Grantor.

9. Grantee alone shall pay any and all taxes, charges or use fee(s), if any, levied by any governmental agency against Grantee's interest in the Bikeway Easement Area, or against any of Grantor's real property as a result of the Bikeway Easement herein granted. Grantee shall not cause liens of any kind to be placed against the Bikeway Easement Area or any of Grantor's real property.

10. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing, signed by the party to be charged.

11. This instrument shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

GRANTOR: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By _____

Its _____

GRANTEE: THE CITY OF ALBANY

By _____

Its _____

Attachments: Exhibit A – Legal Description,
Exhibit B – Plat

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF CALIFORNIA,)
COUNTY OF _____)

On _____ before me, _____, a notary public in
and for said County and State, personally appeared _____ personally
known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies); and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s), acted, executed the instrument.

WITNESS my hand and official seal.

(Signature of Notary Public)

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF CALIFORNIA,)
COUNTY OF _____)

On _____ before me, _____, a notary public in
and for said County and State, personally appeared _____ personally
known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s), acted, executed the instrument.

WITNESS my hand and official seal.

(Signature of Notary Public)

EXHIBIT A

Bikeway Easement

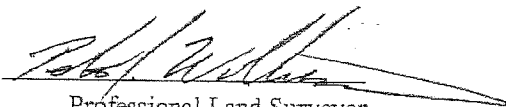
A Bikeway Easement situated in the City of Albany, County of Alameda, State of California, being a portion of the Regents of University of California (RUC) parcel of land described in a deed recorded February 18, 1928 in Book 1807, Pages 103, in the Alameda County Records, as shown on the Survey Map filed August 5, 1999 in Book 23 of Records of Survey at Pages 84-86 (ROS 1583), in the Alameda County Records, and being more particularly described as follows:

Commencing at the southeasterly corner of the parcel of land described in a deed recorded February 25, 1964, RE: 1132 IM: 844, in the Alameda County Records, being distant thereon South $13^{\circ}10'39''$ East, 398.17 feet from the Northeasterly corner of said RUC parcel of land (1807 OR 103) as shown on said ROS 1583 (R/S 23, PG. 84-86) said point being the intersection of the southerly Right of Way line (ROW) of Marin Avenue with the westerly ROW of San Pablo Avenue; thence proceeding southerly along the easterly line of said RUC parcel (1807 OR 103) also being the westerly ROW line of San Pablo Avenue, South $13^{\circ}10'39''$ East, 13.92 feet to the **True Point of Beginning**; thence leaving said easterly parcel line and ROW line of San Pablo Avenue, North $76^{\circ}07'53''$ West, 20.78 feet to a tangent curve to the right; thence along said tangent curve to the right, having a radius of 413.50 feet, through a central angle of $26^{\circ}58'02''$, an arc length of 194.62 feet to a compound curve to the right; thence along said compound curve to the right, having a radius of 194.50 feet, through a central angle of $11^{\circ}37'32''$, an arc length of 39.46 feet to a reverse curve to the left; thence along said reverse curve having a radius of 211.00 feet, through a central angle of $15^{\circ}38'34''$, an arc length of 57.61 feet to a point on the southerly ROW of Marin Avenue, thence proceeding along said southerly ROW of Marin Avenue becoming the southerly ROW line of Buchanan Street the following courses and distances; North $53^{\circ}10'53''$ West, 84.66 feet to a tangent curve to the left; thence along said tangent curve to the left, having a radius of 667.00 feet, through a central angle of $38^{\circ}40'30''$, an arc length of 450.23 feet; thence South $88^{\circ}08'37''$ West, 33.47 feet to a point which bears North $88^{\circ}08'37''$ East, 79.00 feet from the northwest corner of said RUC parcel (1807 OR 103), thence leaving said ROW of Buchanan Street, South $13^{\circ}10'53''$ East, 10.71 feet; thence North $88^{\circ}08'37''$ East, 31.37 feet to a tangent curve to the right; thence along said tangent curve to the right, having a radius of 656.50 feet, through a central angle of $38^{\circ}40'30''$, an arc length of 443.14 feet; thence South

53°10'53" East, 84.66 feet to a tangent curve to the right; thence along said tangent curve to the right, having a radius of 200.50 feet, through a central angle of 15°38'34", an arc length of 54.74 feet to a reverse curve to the left; thence along said reverse curve to the left, having a radius of 205.00 feet, through a central angle of 11°37'32", an arc length of 41.60 feet to a compound curve to the left; thence along said compound curve to the left, having a radius of 424.00 feet, through a central angle of 26°58'02", an arc length of 199.56 feet; thence South 76°07'53" East, 4.00 feet, thence North 50°14'38" East, 21.17 feet, thence North 76°49'21" East, 3.96 feet, thence South 13°10'38" East, 75.50 feet, thence North 76°49'21" East, 3.00 feet to the westerly ROW of San Pablo Avenue, thence along said westerly ROW North 13°10'39" West, 94.12 feet to the True Point of Beginning.

CONTAINING 9,603 square feet, more or less.

Signature



Professional Land Surveyor

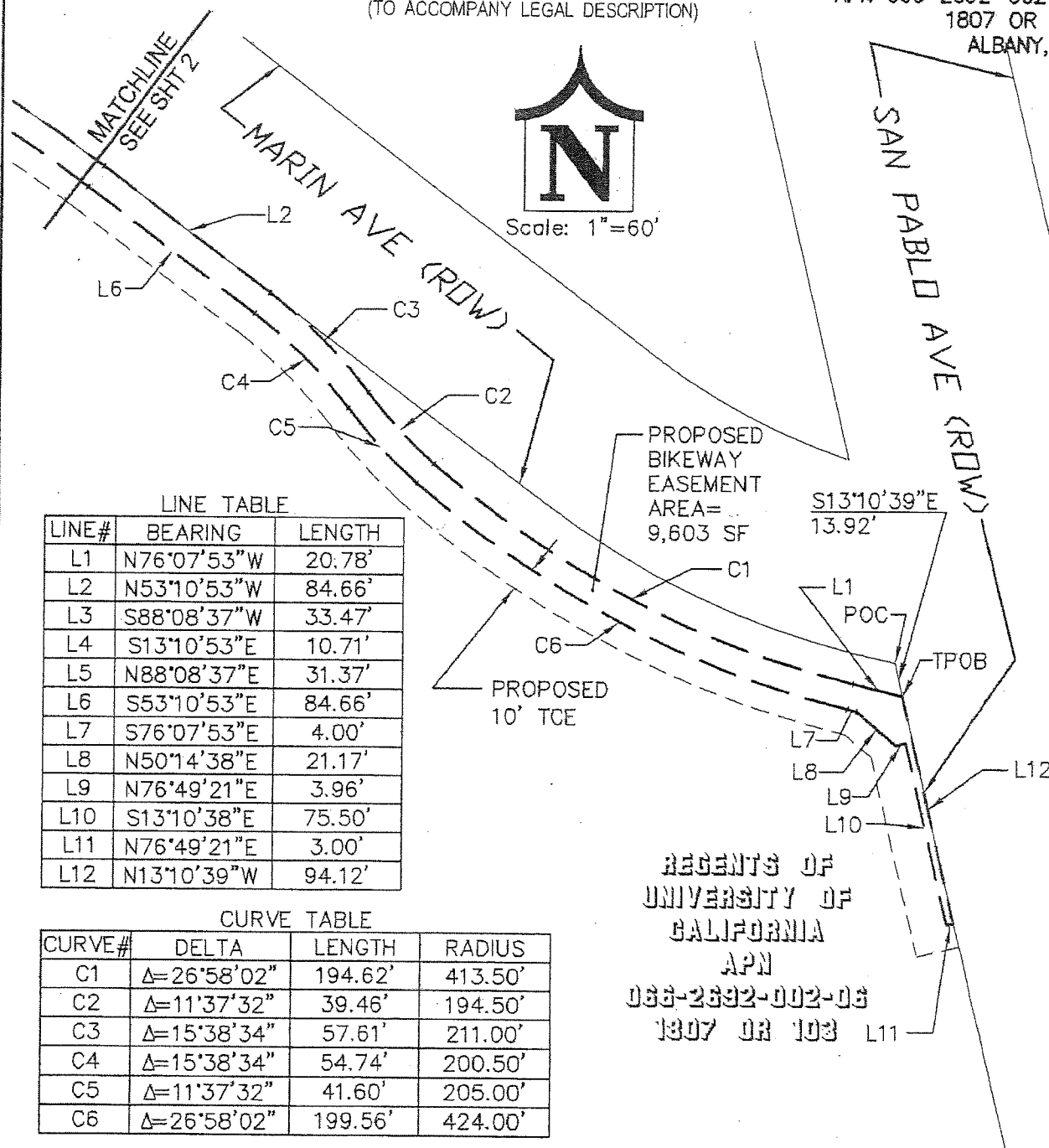
P.L.S. #7770, Exp. 12/31/11

Date 8-24-10



EXHIBIT B
PLAT MAP
 (TO ACCOMPANY LEGAL DESCRIPTION)

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



LINE TABLE

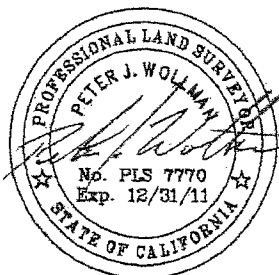
LINE#	BEARING	LENGTH
L1	N76°07'53"W	20.78'
L2	N53°10'53"W	84.66'
L3	S88°08'37"W	33.47'
L4	S13°10'53"E	10.71'
L5	N88°08'37"E	31.37'
L6	S53°10'53"E	84.66'
L7	S76°07'53"E	4.00'
L8	N50°14'38"E	21.17'
L9	N76°49'21"E	3.96'
L10	S13°10'38"E	75.50'
L11	N76°49'21"E	3.00'
L12	N13°10'39"W	94.12'

CURVE TABLE

CURVE#	DELTA	LENGTH	RADIUS
C1	Δ=26°58'02"	194.62'	413.50'
C2	Δ=11°37'32"	39.46'	194.50'
C3	Δ=15°38'34"	57.61'	211.00'
C4	Δ=15°38'34"	54.74'	200.50'
C5	Δ=11°37'32"	41.60'	205.00'
C6	Δ=26°58'02"	199.56'	424.00'

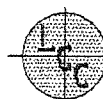
NOTES:

1. UNLESS INDICATED EXISTING EASEMENTS ARE NOT SHOWN HEREON.
2. SEE SHEET 2 FOR CONTINUATION.



8-24-10
 DATE

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



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

dba LCC, Inc.

Civil Engineering - Land Surveying

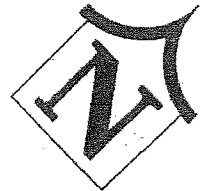
930 Estudillo Street
 Martinez, California 94553-1620
 (925) 228-4218 Fax (925) 228-4638
 LCC JOB No. 2006.033.52

EXHIBIT B

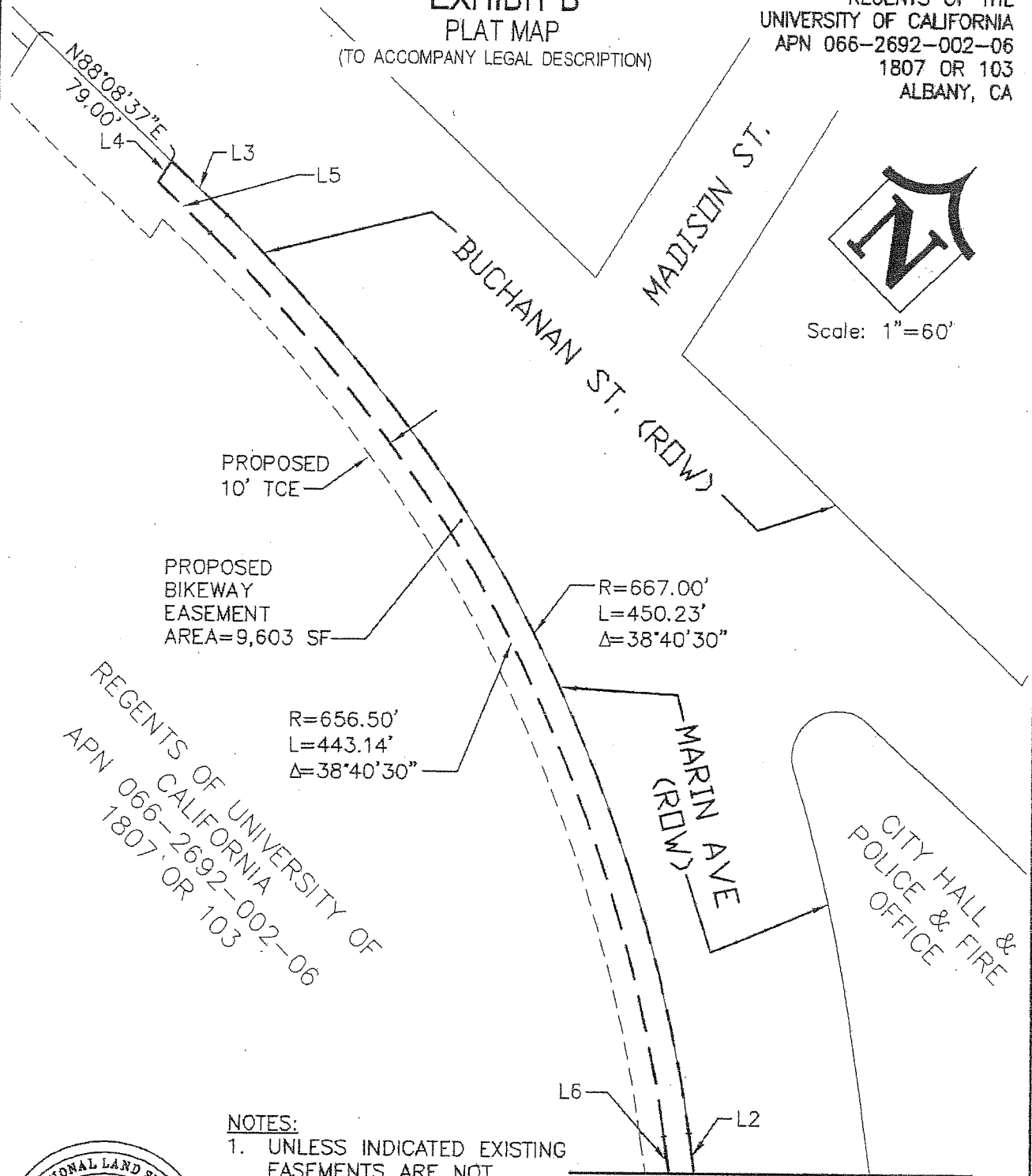
PLAT MAP

(TO ACCOMPANY LEGAL DESCRIPTION)

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



Scale: 1"=60'

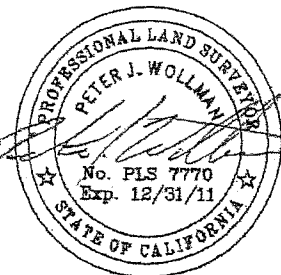


REGENTS OF UNIVERSITY OF
CALIFORNIA
APN 066-2692-002-06
1807 OR 103

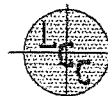
NOTES:

1. UNLESS INDICATED EXISTING EASEMENTS ARE NOT SHOWN HEREON.
2. SEE SHEET 1 FOR POINT OF BEGINNING.

8-24-10
DATE



MATCHLINE SEE SHT 1



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

dba LCC, Inc.

Civil Engineering - Land Surveying

930 Estudillo Street

Martinez, California 94553-1620

(925) 228-4218 Fax (925) 228-4638

LCC JOB No. 2006.033.52

Recorded at the request of:
City of Albany
Engineering Services Division

Return to:
City of Albany
Public Works Department
Records Section

OFFER OF DEDICATION – ROAD PURPOSES
(Marin Avenue)

No recording fee pursuant to Government Code §6103

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, INC., the undersigned, being the present title owner (s) of record of the herein described parcel of land, does hereby make an irrevocable offer of dedication to **CITY OF ALBANY**, a political subdivision of the State of California, and its successors or assigns, for street and highway purposes, the real property situated in the City of Albany, County of Alameda, State of California, described in Exhibit "A" (written description) and shown on Exhibit "B" (plat map) attached hereto.

It is understood and agreed that **CITY OF ALBANY** and its successors or assigns shall incur no liability with respect to such offer of dedication, and shall incur no liability with respect to such offer of dedication, and shall not assume any responsibility for the offered parcel of land or any improvements thereon or therein, until such offer has been accepted by appropriate action of the City Council, or of the local governing bodies of its successors or assigns.

The provisions hereof shall inure to the benefit of and be binding upon heirs, successors, assigns, and personal representatives of the respective parties hereto.

IN WITNESS WHEREOF, these presents have executed this instrument this _____ day of _____, 20____.

GRANTOR: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By _____

Its _____

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF CALIFORNIA,)
COUNTY OF _____)

On _____ before me, _____, a notary public in
and for said County and State, personally appeared _____ personally
known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s), acted, executed the instrument.

WITNESS my hand and official seal.

(Signature of Notary Public)

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF CALIFORNIA,)
COUNTY OF _____)

On _____ before me, _____, a notary public in
and for said County and State, personally appeared _____ personally
known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s), acted, executed the instrument.

WITNESS my hand and official seal.

(Signature of Notary Public)

EXHIBIT A

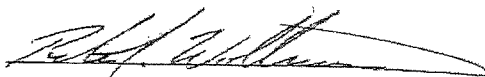
Offer of Dedication Parcel for Roadway Purposes (Marin Ave.)

An Offer of Dedication Parcel situated in the City of Albany, County of Alameda, State of California, being a portion of the Regents of University of California (RUC) parcel of land described in a deed recorded February 18, 1928 in Book 1807, Pages 103, in the Alameda County Records, as shown on the Survey Map filed August 5, 1999 in Book 23 of Records of Survey at Pages 84-86 (ROS 1583), in the Alameda County Records, and being more particularly described as follows:

Beginning at southeasterly corner of the parcel of land described in a deed recorded February 25, 1964, RE: 1132 IM: 844, in the Alameda County Records, being distant thereon South $13^{\circ}10'39''$ East, 398.17 feet from the Northeasterly corner of said RUC parcel of land (1807 OR 103) as shown on said ROS 1583 (R/S 23, PG. 84-86) said point being the intersection of the southerly Right of Way line (ROW) of Marin Avenue with the westerly ROW of San Pablo Avenue; thence northwesterly along the southerly ROW of Marin Avenue (RE: 1132 IM: 844), along a curve to the right of which the center bears North $11^{\circ}31'26''$ East, having a radius of 357.00 feet, through a central angle of $25^{\circ}17'41''$, an arc length of 157.61 feet; thence North $53^{\circ}10'53''$ West, 140.51 feet to a point of cusp; thence leaving said point and said southerly ROW of Marin Avenue, along a tangent curve to the right in a southeasterly direction, having a radius of 211.00 feet, through a central angle of $15^{\circ}38'34''$, an arc length of 56.61 feet to a reverse curve to the left; thence along said reverse curve to the left, having a radius of 194.50 feet, through a central angle of $11^{\circ}37'31''$, an arc length of 39.46 feet to a compound curve to the left; thence along said compound curve to the left, having a radius of 413.50 feet, through a central angle of $26^{\circ}58'02''$, an arc length of 194.62 feet; thence South $76^{\circ}07'53''$ East, 20.78 feet to a point on the westerly ROW of San Pablo Avenue; thence along said westerly ROW of San Pablo Avenue, North $13^{\circ}10'39''$ West, 13.92 feet to the **Point of Beginning**.

CONTAINING 3,443 square feet, more or less.

Signature



Professional Land Surveyor

P.L.S. #7770, Exp. 12/31/11

Date 8-24-10

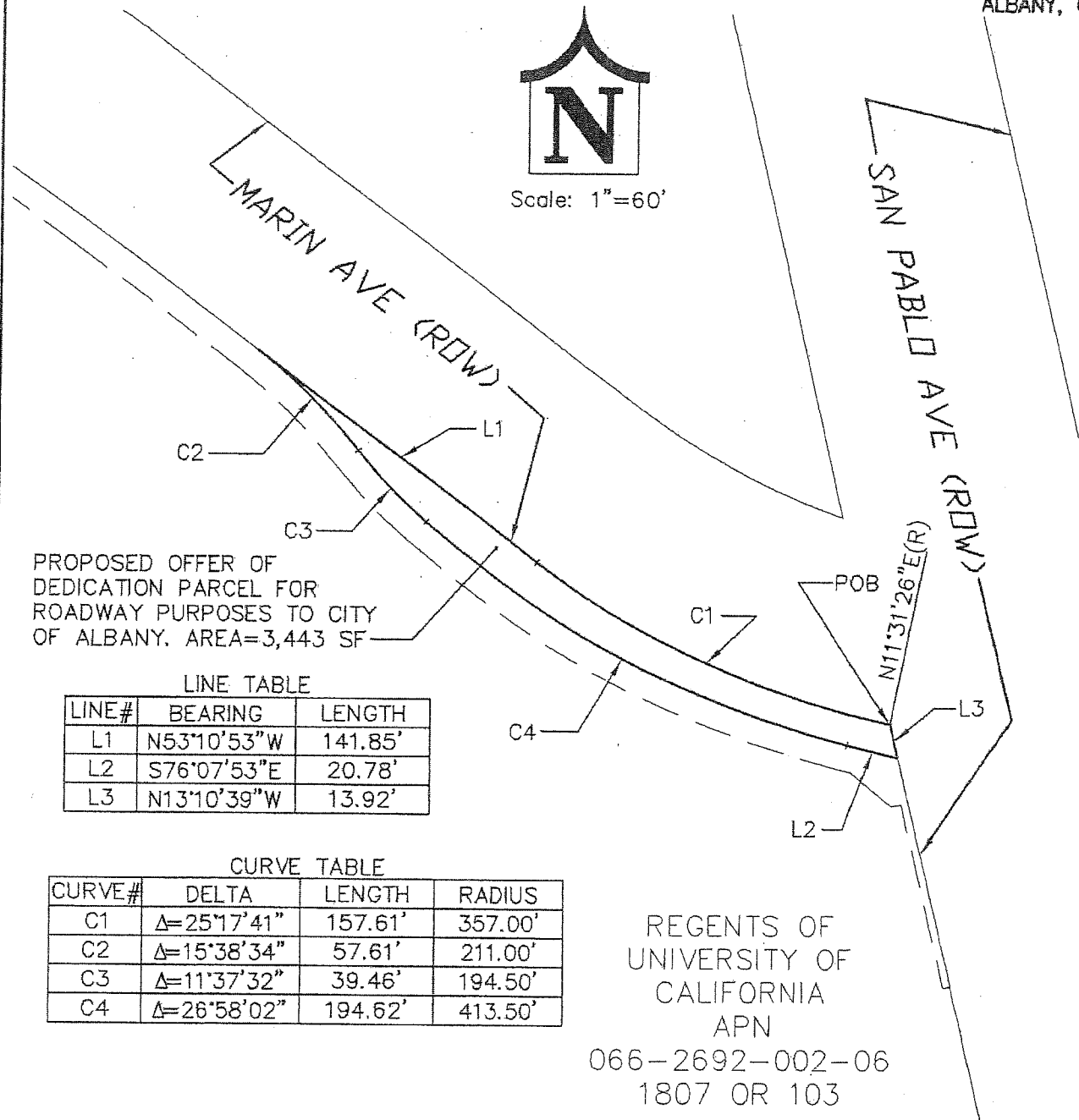


EXHIBIT B
PLAT MAP
 (TO ACCOMPANY LEGAL DESCRIPTION)

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



Scale: 1"=60'



PROPOSED OFFER OF
 DEDICATION PARCEL FOR
 ROADWAY PURPOSES TO CITY
 OF ALBANY. AREA=3,443 SF

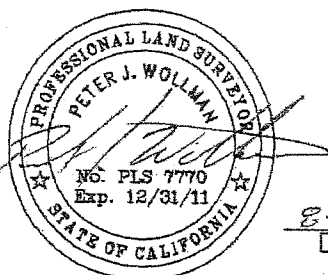
LINE TABLE

LINE#	BEARING	LENGTH
L1	N53°10'53\"W	141.85'
L2	S76°07'53\"E	20.78'
L3	N13°10'39\"W	13.92'

CURVE TABLE

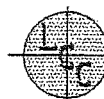
CURVE#	DELTA	LENGTH	RADIUS
C1	$\Delta=25^{\circ}17'41''$	157.61'	357.00'
C2	$\Delta=15^{\circ}38'34''$	57.61'	211.00'
C3	$\Delta=11^{\circ}37'32''$	39.46'	194.50'
C4	$\Delta=26^{\circ}58'02''$	194.62'	413.50'

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



NOTE:
 EXISTING EASEMENTS ARE
 NOT SHOWN HEREON.

8-24-10
 DATE



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

dba LCC, Inc.
 Civil Engineering - Land Surveying

930 Estudillo Street
 Martinez, California 94553-1620
 (925) 228-4218 Fax (925) 228-4638

March 2010 LCC JOB No. 2006.033.52