To: Honorable Mayor and Members of the City Council
From: Dee Williams-Ridley, City Manager
Submitted by: Phillip L. Harrington, Director, Department of Public Works
Subject: Agreement with East Bay Regional Park District for Drainage, Slope, and Maintenance Access Easements in Tilden Regional Park

RECOMMENDATION
Adopt first reading of an Ordinance authorizing the City Manager to execute an agreement with the East Bay Regional Park District for Drainage, Slope and Maintenance Access Easements at Tilden Regional Park.

FISCAL IMPACTS OF RECOMMENDATION
East Bay Regional Park District (EBRPD) is providing three easements at no cost to the City. EBRPD Resolution No. 2018-09-215 (Attachment 2) approved granting the easements to the City. The City will incur costs for the future preventative maintenance of the drainage infrastructure and the slope within the easements. Maintenance will be limited to seasonal cleaning of inlets and isolated erosion repairs. This will be funded through the Clean Stormwater Fund 616 as part of the routine operations budget.

CURRENT SITUATION AND ITS EFFECTS
The City of Berkeley constructed a slope repair and installed drainage infrastructure on EBRPD property as part of the Wildcat Canyon Road Slide Repair Project to mitigate erosion of City right-of-way. The City has maintained the improvements and desires to acquire easements from the EBRPD to continue the maintenance.

The easement agreement, provided as Exhibit A of the attached Ordinance, will convey rights to the City of Berkeley to maintain the drainage infrastructure within the unimproved portion of Tilden Regional Park, property of EBRPD, along Wildcat Canyon Road below the 1100 block of Hillview Road. The drainage facilities are designed to discharge stormwater originating from City right-of-way of Wildcat Canyon Road onto Tilden Regional Park. The EBRPD Board has already approved granting the three easements to maintain the improvements to the City.
The Wildcat Canyon Road Slide Repair Project and the associated easements support the City’s Strategic Goals by enabling the City to provide state-of-the-art, well-maintained infrastructure, amenities, and facilities, and be a global leader in addressing climate change, advancing environmental justice, and protecting the environment.

BACKGROUND

Wildcat Canyon Road, serves as an important ingress and egress route to the eastern part of the city, connecting to San Pablo Dam Road through Tilden Regional Park. In 2014 the City discovered the roadway was in danger of collapse due to erosion. The Wildcat Canyon Road Slide Repair Project (Specification No. 16-11001) was designed, and then constructed in March 2016. The City and EBRPD mutually agreed to allow the project to move forward without formal easements in place with the understanding that all necessary easements would be executed at a later date for the City to maintain the constructed improvements. The easements and their purpose are described as follows:

Easement #1 (Exhibits “A” and “B” as part of the Grant of Drainage, Slope and Maintenance Access Easements): A 151 feet of 30 in. diameter pipe was installed with rip rap at the downstream end to address energy dissipation. This easement allows the City to clean and maintain the pipe.

Easement #2 (Exhibits “C” and “D” as part of the Grant of Drainage, Slope and Maintenance Access Easements): A 119 feet of 10 in. diameter pipe was installed with rip rap at the downstream end to address energy dissipation. This easement allows the City to clean and maintain the pipe.

Easement #3 (Exhibits “E” and “F” as part of the Grant of Drainage, Slope and Maintenance Access Easements): A retaining wall that supports the road was repaired by resetting timber lagging, as necessary, and rock slope protections was installed. This easement allows the City to maintain the wall and slope.

ENVIRONMENTAL SUSTAINABILITY

The proposed agreement will allow the City to maintain the slope along Wildcat Canyon Road and the associated storm drainage in the area to minimize soil erosion and maintain water quality in the Wildcat Creek Watershed.

RATIONALE FOR RECOMMENDATION

The City, EBRPD, and the general public will benefit from the City maintaining the installed slope repair and storm drainage. Maintaining the slope and storm drain improvements allows for the stormwater to discharge farther away from the road and down the hillside, which prevents erosion of the road embankment supporting Wildcat Canyon Road.

ALTERNATIVE ACTIONS CONSIDERED

None.
CONTACT PERSON
Nisha Patel, Manager of Engineering, Public Works, 981-6435
Joe Enke, Supervising Civil Engineer, Public Works, 981-6411
Srinivas Muktevi, Associate Civil Engineer, Public Works, 981-6402

Attachments:
1: Ordinance
   Exhibit A: Grant of Drainage, Slope, and Maintenance Access Easements
2. EBRPD Resolution
ORDINANCE NO. XXXX-N.S.

AN AGREEMENT WITH EAST BAY REGIONAL PARK DISTRICT FOR DRAINAGE, SLOPE, AND MAINTENANCE ACCESS EASEMENTS AT TILDEN REGIONAL PARK

BE IT ORDAINED by the Council of the City of Berkeley as follows:

Section 1. That the City Manager and City Clerk are authorized and directed to make, execute and deliver for and on behalf of the City of Berkeley, as its corporate act and under its corporate name and seal, an easement agreement with the General Manager, as Grantor for the East Bay Regional Park District, granting the City an easement for maintenance of a drainage system, related infrastructure and the adjacent slope area on the property at “Tilden Regional Park” (“APN” 267-010-008), a copy of which easement agreement is attached hereto as Exhibit A.

Section 2. That the City Clerk is authorized and directed to deliver the executed easement agreement to the East Bay Regional Park District for recording.

Section 3. Copies of this Ordinance shall be posted for two days prior to adoption in the display case located near the walkway in front of Old City Hall, 2134 Martin Luther King Jr. Way. Within 15 days of adoption, copies of this Ordinance shall be filed at each branch of the Berkeley Public Library, and the title shall be published in a newspaper of general circulation.

Exhibits
A: Grant of Drainage, Slope, and Maintenance Access Easements
RECORDED AT THE REQUEST OF:

East Bay Regional Park District

WHEN RECORDED RETURN TO:

The East Bay Regional Park District
2950 Peralta Oaks Court
Oakland, CA 94605
Attn: Land Acquisition Department

APN 267-010-008, Contra Costa County

GRANT OF DRAINAGE, SLOPE AND MAINTENANCE ACCESS EASEMENTS

This Agreement is made as of this ______ day of __________, 2018, by and between the East Bay Regional Park District, a California special district (“Parks”) and City of Berkeley, a municipal corporation (“Grantees”).

RECITALS

A. Parks owns certain real property located in Tilden Regional Park in the unincorporated area of Contra Costa County, State of California, designated as Assessor’s Parcel Number (“APN” 267-010-008) hereinafter referred to as “Subject Real Property.”

B. Grantees own certain real property which includes drainage infrastructure and Wildcat Canyon Road, located in the City of Berkeley, County of Alameda, State of California, hereafter referred to as “Wildcat Canyon Road”.

C. The Subject Real Property located along Wildcat Canyon Road within Tilden Regional Park, experienced land instability and sloughing. Grantees installed an above-ground drainage system which includes an unobstructed slope easement within the Subject Real Property to collect runoff from the surrounding hillside and adjacent roadway.

D. Grantees have maintained said drainage system, related infrastructure and the slope easement at their sole cost and desire to acquire from Parks certain easements in a portion of the Subject Real Property to continue said maintenance, which easements are described and depicted in Exhibits “A through “F” attached hereto and incorporated herein (“Easement Areas”).

E. Parks wishes to grant this Grant of Drainage, Slope and Maintenance Access Easements in exchange for City continuing said maintenance. The City’s sole obligation is to maintain its installed drainage system and adjacent slope easement area. Maintenance of the Easement Areas for park and open space purposes is the sole responsibility of Parks. This Grant of Drainage, Slope and Maintenance Access Easements is granted pursuant to the provisions of California Public Resources Code Section 5540.6. Grantees shall not convey any interest in the Easement Areas to any third party.
AGREEMENT

1. Parks, for a good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, hereby grants to Grantees, their successors and assigns perpetual, non-exclusive easements, in, under, along, across, and over that portion of the Subject Real Property for purposes of accessing and maintaining the drainage system and related improvements and maintaining the adjacent slope located on the Subject Real Property. ("the Easements")

2. Parks reserves for itself, its successors and its assigns, the right to use the Easement Areas or to grant other easements or licenses so long as such uses do not unreasonably interfere with the rights herein granted.

3. Grantees shall maintain the Easement Areas together with any improvements constructed or installed thereon by Grantees or associated with Grantees' use of the Easement Areas. The operation and maintenance of such improvements and of the use of the Easement Areas shall be at Grantees' sole cost and expense. Said use of the Easement shall exclude the use of motorized vehicles.

4. Grantees shall not materially interfere with the use by and operation and activities of Parks on Parks property, and Grantees shall use such routes and follow such procedures on Parks' property as results in the least damage and inconvenience to Parks.

5. The Easements are subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements and rights of way pertaining to the Subject Real Property whether or not of record.

6. Grantees shall comply with all applicable laws, ordinances and regulations at Grantees' sole cost and expense. Grantees shall not use, deposit or permit the use or deposit of any hazardous material or toxic waste or other harmful substances on the Subject Real Property.

7. Grantees shall be responsible for any damage to Parks property resulting from any exercise of rights under the Easements. Grantees shall promptly restore and repair Parks property to its original condition, including but not limited to roads, utilities, fences, trails that may be altered, damaged or destroyed by Grantees' use of the Easement Areas.

8. The grant of the Easements is made on the express condition that Parks is to be free from all liability by reason of injury or death to persons or damage to property from whatever cause (except those arising out of the negligence of Parks), arising out of Grantees', their contractors, licensees, invitees and assignees' exercise of rights granted pursuant to the Easements or from the drainage system and related improvements constructed on the Subject Real Property. Grantees shall defend and indemnify Parks against any claims, costs, loss, damages or liabilities, including legal costs and attorneys' fees ("Claims") caused by, resulting from or arising out of the Easements granted under this Agreement and the uses thereunder, including without limitation any and all Claims arising out of the drainage system and related improvements, and the adjacent slope easement, or from soil erosion, subsidence or landslides on the Subject Real Property that result from the Grantees' exercise of their rights pursuant to this Easement Agreement.

9. Grantees shall pay any and all taxes, charges or fees levied against Grantees' interest in the Easement Areas. Grantees shall not permit liens of any kind to be placed against the Easement Areas or against any of Grantor's real property.
10. This instrument shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of Parks and on the successors and assigns of Grantees.

11. To have and to hold, all and singular, the rights above described unto Grantees and the Grantees' successors and assigns forever.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ________ day of __________________, 2018.

Grantor:

EAST BAY REGIONAL PARK DISTRICT,
a California special district

By: ____________________________
    Robert E. Doyle, General Manager

Agreed to and Accepted:

Grantee:

CITY OF BERKELEY,
a municipal corporation

By: ____________________________
    City Manager

Approved as to form:

By: ____________________________
    Kristina Kelchner,
    Assistant District Counsel
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Alameda

On September 18, 2018 before me, Linda Wu, Notary Public, here insert name and title of the officer personally appeared Robert E. Doyle, name(s) of signer(s)

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: ____________________________ Document Date: ____________________________
Number of Pages: ________ Signer(s) Other Than Named Above: ____________________________

Capacity(ies) Claimed by Signer(s)
Signer’s Name: ____________________________
☐ Corporate Officer — Title(s): ____________________________
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: ____________________________
Signer Is Representing: ____________________________

Signer’s Name: ____________________________
☐ Corporate Officer — Title(s): ____________________________
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: ____________________________
Signer Is Representing: ____________________________

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of ____________________________  

On ____________________________ before me, ____________________________,

Date Here Insert Name and Title of the Officer

personally appeared ____________________________,

Name(s) of Signer(s)

__________________________

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ____________________________

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: ____________________________ Document Date: ____________________________
Number of Pages: _______ Signer(s) Other Than Named Above: ____________________________

Capacity(ies) Claimed by Signer(s)
Signer’s Name: ____________________________ Signer’s Name: ____________________________
□ Corporate Officer — Title(s): ____________________________ □ Corporate Officer — Title(s):
□ Partner — Limited □ General ____________________________ □ Partner — Limited □ General
□ Individual □ Attorney in Fact ____________________________ □ Individual □ Attorney in Fact
□ Trustee □ Guardian or Conservator ____________________________ □ Trustee □ Guardian or Conservator
□ Other: ____________________________ □ Other: ____________________________
Signer Is Representing: ____________________________ Signer Is Representing: ____________________________

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EXHIBIT “A”

LEGAL DESCRIPTION

Easement For Storm Drain and Maintenance Easement #1
Lands of East Bay Regional Parks District
Contra Costa County, California

AN EASEMENT OVER REAL PROPERTY situated in the unincorporated territory of the County of Contra Costa, in the State of California, and being an irregular-shaped strip of land hereby designated as a non-exclusive Storm Drain and Maintenance Easement #1 located over, under, across and entirely within that certain 355± acre parcel of land being a portion of the Rancho El Sobrante, identified as Tilden Regional Park in the Lands of the East Bay Regional Parks District (EBRPD) and having the C.C.C. Assessor’s Parcel Number 267-010-008, said Storm Drain & Maintenance Easement #1 being more particularly described as follows:

Commencing at the City of Berkeley street monument #B2096, being a standard brass disk in well found at the centerline of Wildcat Canyon Road (a 60’ ROW in the County of Alameda), said centerline monument being westerly of Lot 3, Block 2 as said monument, street and Lot are shown on Sheet Five (5) of the Park Hills Subdivision map, filed for Record February 21, 1939 in Volume 23 of Maps, at Page 688, Records of Contra Costa County, and from which point another similar City of Berkeley street monument #B2097, located in the centerline of said Wildcat Canyon Road and being found northerly of Lot 4, Block 2 of said Park Hills Subdivision bears North 46°42’41” East, 156.60 feet; thence leaving said Monument #B2096 on a line radial to a circular curve, North 43°17’19” West, 30.00 feet to a point on the northerly Right-of-Way line of said Wildcat Canyon Road, said Right-of-Way line being the County line for Contra Costa and Alameda Counties as well as the southerly line of the said Lands of EBRPD, said point also being a point on a circular curve as shown on said Map of Park Hills; thence in a southwesterly direction, 21.38 feet along the Arc of said circular curve to the right, having a Radius of 80.00 feet, a Central Angle of 15°18’33” and a Long Chord which bears, South 54°21’58” West, 21.31 feet to the Point of Beginning for the Storm Drain and Maintenance Easement #1 described herein; thence, continuing along said circular curve to the right following along the said Right-of-Way line of Wildcat Canyon Road, 10.01 feet along the Arc of said curve, having the radius of 80.00 feet and a Central Angle of 07°10’06” and Long Chord which bears, South 65°36’17” West, 10.00 feet; thence departing said County Line and Row-of-Way Line following along the perimeter of said Easement #1 the following seven (7) courses and distances:
EXHIBIT "A" - LEGAL DESCRIPTION

Storm Drain and Maintenance Easement #1 – Tilden Park, Lands of East Bay Regional Parks District, Contra Costa County, CA

August 21, 2018

1.) North 23° 10' 11" West, 111.44 feet, thence;
2.) South 66° 49' 49" West, 6.44 feet, thence;
3.) North 23° 10' 11" West, 20.83 feet, thence;
4.) North 66° 49' 49" East, 25.00 feet, thence;
5.) South 23° 10' 11" East, 20.83 feet, thence;
6.) South 66° 49' 49" West, 8.56 feet, thence;
7.) South 23° 10' 11" East, 111.22 feet to the Point of Beginning on the Right-of-way line of said Wildcat Canyon Road, and containing 1635 Square Feet, more or less.

END OF DESCRIPTION

Together with Exhibit B (Plat) identified as Storm Drain and Maintenance Easement #1, attached hereto and made a part hereof.

Kevin M. McGuire, CA PLS #6437
Date 8/21/2018
AN EASEMENT OVER REAL PROPERTY situated in the unincorporated territory of the County of Contra Costa, in the State of California, and being an irregular-shaped strip of land hereby designated as a non-exclusive Storm Drain and Maintenance Easement #2 located over, under, across and entirely within that certain 355± acre parcel of land being a portion of the Rancho El Sobrante, identified as Tilden Regional Park in the Lands of the East Bay Regional Parks District (EBRPD) and having the C.C.C. Assessor’s Parcel Number 267-010-008, said Storm Drain & Maintenance Easement #2 being more particularly described as follows:

Commencing at the City of Berkeley street monument #B2096, being a standard brass disk in well found at the centerline of Wildcat Canyon Road (a 60' ROW in the County of Alameda), said centerline monument being westerly of Lot 3, Block 2 as said monument, street and Lot are shown on Sheet Five (5) of the Park Hills Subdivision map, filed for Record February 21, 1939 in Volume 23 of Maps, at Page 688, Records of Contra Costa County, and from which point another similar City of Berkeley street monument #B2097, located in the centerline of said Wildcat Canyon Road and being found northerly of Lot 4, Block 2 of said Park Hills Subdivision bears North 46°42'41" East, 156.60 feet; thence leaving said Monument #B2096 on a mathematical tie, North 43°17'19" West, 30.00 feet to a point on the northerly Right-of-Way line of said Wildcat Canyon Road, said Right of Way line being the County line for Contra Costa and Alameda Counties, as well as the southerly line of the said Lands of EBRPD; thence in a northeasterly direction along said Right-of-way and County Line, North 46°42'41" East, 95.70 feet to the Point of Beginning for the Storm Drain and Maintenance Easement #2 described herein; thence continuing along said Right-of-Way Line, North 46°42'41" East, 10.24 feet; thence departing said Line and following along the perimeter of said Easement #2 in a counterclockwise direction the following seven (7) courses and distances:

1.) North 55° 41' 13" West, 63.07 feet, thence;
2.) North 34° 18' 47" East, 4.35 feet, thence;
3.) North 55° 41' 13" West, 16.70 feet, thence;
4.) South 34° 18' 47" West, 16.70 feet, thence;
EXHIBIT "C" - LEGAL DESCRIPTION

Storm Drain and Maintenance Easement #2 – Tilden Park, Lands of East Bay Regional Parks District, Contra Costa County, CA

August 21, 2018

5.) South 55° 41' 13" East, 16.70 feet, thence;
6.) North 34° 18' 47" East, 2.35 feet, thence;
7.) South 55° 41' 13" East, 60.88 feet to the Point of Beginning for Storm Drain and Maintenance Easement #2 on the Right-of-way line of said Wildcat Canyon Road, and containing 899 Square Feet, more or less.

END OF DESCRIPTION

Together with Exhibit D (Plat) identified as Storm Drain and Maintenance Easement #2 attached hereto and made a part hereof.

[Signature]
Kevin M. McGuire, CA PLS #6437

Date 8/21/2018
AN EASEMENT OVER REAL PROPERTY situated in the unincorporated territory of the County of Contra Costa, in the State of California, and being an irregular-shaped strip of land hereby designated as a non-exclusive Slope Easement located over, under, across and entirely within that certain 355± acre parcel of land being a portion of the Rancho El Sobrante, identified as Tilden Regional Park in the Lands of the East Bay Regional Parks District (EBRPD) and having the C.C.C. Assessor’s Parcel Number 267-010-008, said Slope Easement being more particularly described as follows:

Commencing at the City of Berkeley street monument #B2096, being a standard brass disk in well found at the centerline of Wildcat Canyon Road (a 60’ ROW in the County of Alameda), said centerline monument being westerly of Lot 3, Block 2 as said monument, street and Lot are shown on Sheet Five (5) of the Park Hills Subdivision map, filed for Record February 21, 1939 in Volume 23 of Maps, at Page 688, Records of Contra Costa County, and from which point another similar City of Berkeley street monument #B2097, located in the centerline of said Wildcat Canyon Road and being found northerly of Lot 4, Block 2 of said Park Hills Subdivision bears North 46°42'41" East, 156.60 feet; thence leaving said Monument #B2096 on a mathematical tie, North 43°17'19" West, 30.00 feet to a point on the northerly Right-of-Way line of said Wildcat Canyon Road, said Right-of-Way line being the County Line delineating Contra Costa and Alameda Counties, as well as the southerly line of the said Lands of EBRPD; thence in a northeasterly direction along said Right-of-Way and County Line, North 46°42'41" East, 34.65 feet to the Point of Beginning for the Slope Easement described herein; thence continuing along said Row-of-Way Line, North 46°42'41" East, 80.11 feet; thence departing said Line and following along the perimeter of said Slope Easement in a counterclockwise direction the following four (4) courses and distances:

1.) North 39° 25' 58" West, 14.34 feet, thence;
2.) South 42° 43' 12" West, 57.27 feet, thence;
3.) South 63° 02' 50" West, 17.39 feet, thence;
EXHIBIT “E” - LEGAL DESCRIPTION

Slope Easement – Tilden Park, Lands of East Bay Regional Parks District, Contra Costa County, CA

August 21, 2018

4.) South 17° 48' 19" East, 16.85 feet to the Point of Beginning for Slope Easement on the Right-of-way line of said Wildcat Canyon Road, and containing 965 Square Feet, more or less.

END OF DESCRIPTION

Together with Exhibit F (Plat) identified as Slope Easement attached hereto and made a part hereof.

Kevin M. McGuire, CA PLS #6437

Date

Sheet 8 of 9
EAST BAY REGIONAL PARK DISTRICT

RESOLUTION NO.: 2018 – 09 - 215

September 4, 2018

AUTHORIZATION TO GRANT STORM DRAIN AND SLOPE PROTECTION EASEMENTS TO THE CITY OF BERKELEY:
TILDEN REGIONAL PARK

WHEREAS, the East Bay Regional Park District (Park District) owns certain real property located in the unincorporated area of Contra Costa County, State of California, designated as Assessor’s Parcel Number 267-010-008 and located within Tilden Regional Park (Property); and

WHEREAS, the City of Berkeley (City) owns and maintains Wildcat Canyon Road located adjacent to the Property; and

WHEREAS, the Property experienced land instability and sloughing adjacent to Wildcat Canyon Road, and the Park District allowed the City, under emergency conditions, to install two above-ground drainage systems and slope stabilization measures to collect storm runoff from the surrounding hillside and adjacent roadway; and

WHEREAS, the City has maintained said drainage systems at its sole cost, and desires to acquire from the Park District certain easements within a portion of the Property to continue said maintenance, which easements are depicted on the attached map; and

WHEREAS, the Park District wishes to grant to the City storm drain and slope protection easements (Easements) in exchange for City continuing said maintenance of said infrastructure; and

WHEREAS, the Easements are granted pursuant to the provisions of California Public Resources Code Section 5540.6; and

WHEREAS, there will be no additional operational impacts or expenses as a result of the City’s project;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the East Bay Regional Park District hereby authorizes the General Manager to grant a 1635.14-square foot and an 898.72-square foot permanent storm drain easement, and a 964.92-square foot permanent slope protection easement to the City of Berkeley; and

BE IT FURTHER RESOLVED, that the General Manager is hereby authorized and directed, on behalf of the District and in its name, to execute and deliver such documents and to do such acts as may be deemed necessary or appropriate to accomplish the intentions of this resolution.
Moved by Director Corbett, seconded by Director Lane, and adopted this 4th day of September 2018 by the following vote:

FOR: Colin Coffey, Ellen Corbett, Whitney Dotson, Beverly Lane, Dee Rosario, Dennis Waespi, Ayn Wieskamp.

AGAINST: None.

ABSTAIN: None.

ABSENT: None.

CERTIFICATION

Yolanda Bartel Knight, Clerk of the Board of Directors of the East Bay Regional Park District, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 19-06 adopted by the Board of Directors at a regular meeting held on September 4, 2018.

Dennis Waespi, Board President

September 4, 2018