

ORDINANCE NO. 8,027-N.S.

GRANT OF TWO UTILITY EASEMENTS TO EAST BAY MUNICIPAL UTILITY DISTRICT FOR WATER SERVICE AT 80 and 90 BOLIVAR DRIVE

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

Section 1. Conveyance of property authorized.

The City Manager is hereby authorized to grant to the East Bay Municipal Utility District two utility easements at 80 and 90 Bolivar Drive, substantially in the form attached hereto as Exhibit A, for the real property described therein.

Section 2. Posting.

Copies of this Ordinance shall be posted for two days prior to adoption in the display case located near the walkway in front of the Maudelle Shirek Building, 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.

At a regular meeting of the Council of the City of Berkeley held on June 16, 2026, this Ordinance was passed to print and ordered published by posting by the following vote:

Ayes: Bartlett, Blackaby, Humbert, Kesarwani, Lunaparra, O’Keefe, Taplin, Tregub, and Ishii.

Noes: None.

Absent: None.

RECORDING REQUESTED BY

East Bay Municipal Utility District

AND WHEN RECORDED MAIL TO

East Bay Municipal Utility District
P. O. Box 24055 - MS #903
Oakland, CA 94623
Attn: Real Estate Services (KK)

RW 5843 A & B – Meter Easements
(Also see RW 5769 - EA 23-001)
Bolivar Drive, Berkeley, CA

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 060-2521-003-01 (portion of)

Pursuant to Government Code Section 27383, Grantee is exempt from paying recording fees.
R&T 11911 - Consideration is less than \$100
Certificate of Acceptance Attached

GRANT OF EASEMENT & AGREEMENT

THIS INDENTURE, made by and between City of Berkeley, a California municipal corporation, hereinafter called the Grantor, and EAST BAY MUNICIPAL UTILITY DISTRICT, a public corporation organized and existing under the laws of the State of California, hereinafter called the Grantee,

WITNESSETH:

THAT the Grantor, for a good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, hereby grants to the Grantee and to its successors and assigns an easement and rights-of-way for a term of thirty-five (35) years (“Term”) for the purpose of laying down, constructing, reconstructing, removing, replacing, repairing, maintaining, operating and using, as the Grantee may see fit, any facilities necessary for the transmission of utilities, including meters, all necessary braces, connections, fastenings and other appliances and fixtures, in, under, along and across those certain real properties labeled Easement 1 (RW 5843-A), as described in **Exhibit "A"** and shown on **Exhibit "B"**, attached hereto and made a part hereof, and Easement 2 (RW 5843-B), as described in **Exhibit "C"** and shown on **Exhibit "D"**, attached hereto and made a part hereof (collectively, the “Easement Area”).

TOGETHER with the right of ingress to and egress from said rights-of-way and the right at all times to enter in, over and upon said rights-of-way and every part thereof and also to use said rights-of-way for all purposes connected with the laying down, constructing, reconstructing, replacing, removing, repairing, maintaining, operating and using said facilities.

THIS Easement and Agreement shall commence on the date of execution and shall continue for the term of thirty-five (35) years. Notwithstanding expiration of the term, Grantee shall have the right to remain in the Easement Area and continue to operate, maintain, and use its facilities for a reasonable transition period, not to exceed twenty-four (24) months following expiration, or until such time as the facilities are removed or relocated by Grantee, whichever occurs first.

K25-93.10 – GOE – Meter Easement - RW 5843 A & B - City of Berkeley (Also see RW 5769 - EA 23-001)

GRANTEE agrees, upon completion of any work hereunder, to restore the surface of the ground as near as possible to the condition prior to commencement of such work.

GRANTOR reserves the right to access, enter, use, and enjoy the Easement Area provided that such use:

- (a) does not interfere with, obstruct, or endanger the construction, operation, maintenance, repair, replacement, or use of Grantee's facilities;
- (b) is at all times subordinate to Grantee's rights under this Easement; and
- (c) does not damage or impair Grantee's facilities or access thereto.

THE above paragraph notwithstanding, Grantor shall not place or permit to be placed within the Easement Area any buildings or structures, including but not limited to houses, garages, outbuildings, swimming pools, tennis courts, retaining walls, decks, or patios, nor allow any condition that interferes with Grantee's full use and enjoyment of the Easement.

GRANTOR may operate, maintain, inspect, repair, or replace existing improvements within the Easement Area, provided that:

- (a) such activities do not interfere with Grantee's rights;
- (b) no expansion or material modification of such improvements occurs without Grantee's prior written consent;
- (c) Grantor shall not make any physical connection or bonding whatsoever between said improvements with Grantee's facilities;
- (d) Grantee receives sixty (60) days prior written notice of non-emergency work;
- (e) Grantor shall be liable for any damage to Grantee resulting from Grantor's failure to maintain the improvements within the Easement Area and shall be liable for any complaints, claims, losses, or suits that arise as a result of the aforementioned failure.

GRANTOR may landscape the Easement Area in a manner consistent with Grantee's use; provided, however, that Grantor shall not plant trees or alter the existing surface elevation (grade) of the Easement Area by more than one (1) foot without Grantee's prior written consent.

GRANTOR agrees to indemnify, hold harmless, and defend upon a determination of responsibility or as otherwise required by law, Grantee, its officers, agents, and employees from and against any and all claims, demands, losses, liabilities, damages, costs, and expenses, including reasonable attorneys' fees, to the extent arising out of or resulting from Grantor's exercise of its aforementioned rights, including but not limited to the operation, maintenance, inspection, repair, or replacement of Grantor's improvements within the Easement Area, except to the extent caused by the negligence or willful misconduct of Grantee.

IF Grantor's use, maintenance, repair, or development of the Property, shall cause a reasonable necessity to relocate Grantee's facilities, such relocation shall be performed by Grantee at the sole cost and expense of Grantor. The parties shall cooperate in good faith to identify a mutually acceptable alternative location for such facilities, and Grantor shall grant any replacement easement reasonably necessary for continued operation.

GRANTEE retains the right to temporarily restrict Grantor’s use of the Easement Area as reasonably necessary for safety or operational purposes.

IN the event of any conflict between the rights of Grantor and Grantee under this Easement, the rights of Grantee shall control to the extent necessary for safe and reliable operation of Grantee’s facilities.

GRANTEE agrees to indemnify, defend and hold Grantors, their officers, agents, and employees harmless from and against any and all loss, liability, expense, claims, costs, suits, damages and attorney’s fees, arising directly out of the Grantee’s negligence, and its agent’s negligence, in operation and/or performance under this Agreement.

THIS Easement and Agreement shall be interpreted in accordance with and governed in all respects by the laws of the State of California.

THIS Grant of Easement and Agreement contains the entire agreement between the parties and neither party relies upon any warranty or representation not contained in this Easement. The Easement may only be modified by amendment in writing signed by each party. The parties hereby acknowledge having read this Agreement and hereby agree to all terms, rights and remedies as set forth herein.

TO HAVE AND TO HOLD, all and singular, the rights above described unto the Grantee and the Grantee's successors and assigns for the Term.

IN WITNESS WHEREOF, the Grantor has executed this indenture this _____ day of _____, 20____.

City of Berkeley, a California municipal corporation

Sign: _____

Name: _____

Title: City Manager

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 _____)

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: _____

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: _____

EXHIBIT A
LEGAL DESCRIPTION

EAST BAY MUNICIPAL UTILITY DISTRICT
EASEMENT 1

Real property situate in the City of Berkeley, County of Alameda, State of California, described as follows:


A portion of Section 9, Township 1 South, Range 4 West, Lots 1 and 2 as shown on that certain map entitled "Map No. 4 of Salt Marsh and Tide Lands, situate in the County of Alameda, State of California" certified copies of which are on file with the Survey General of the State of California and a portion of that certain Quitclaim Deed recorded September 12, 1936 in Liber 3402 Page 25 in the Office of the County Recorder of Alameda County more particularly described as follows:

COMENCING at the southwesterly corner of that parcel described in the Grant of Easement to East Bay Municipal Utility District (EBMUD), filed December 11, 2023 in Document 2023-144418 of Official Records in the Office of the County Recorder of Alameda County, thence, along the westerly line of said EBMUD Easement (Doc 2023-144418), North 19°56'38" West, 207.89 feet, and North 22°41'29" West, 495.55 feet, to the **TRUE POINT OF BEGINNING**; thence, continuing along said westerly line (Doc 2023-144418), North 22°41'29" West, 15.00 feet; thence, leaving the westerly line of said EBMUD Easement (Doc 2023-144418), South 67°18'31" West, 24.00 feet; thence South 22°41'29" East, 15.00 feet; thence, North 67°18'31" East, 24.00 feet to the True Point of Beginning.

Containing an area of 360 square feet, more or less.

This easement is as shown on Exhibit B attached hereto and by this reference made a part hereof.

Prepared by me or under my direction in conformance with the Professional Land Surveyors Act:





12/2/25
Date

NOTE: OTHER EASEMENTS
MAY EXIST AND ARE NOT
SHOWN ON THIS PLAT.

EXHIBIT B
PLAT MAP
TO ACCOMPANY LEGAL DESCRIPTION
EAST BAY MUNICIPAL UTILITY DISTRICT
NEW EASEMENT

PORTION OF
APN 060-2521-003-01
BOLIVAR DR
BERKELEY, CA



PARCEL A
PARCEL MAP 11067
BOOK 358 PAGES 26-27

PARCEL B
PARCEL MAP 11067
BOOK 358 PAGES
26-27

BANCROFT WAY
(60' R.O.W.)

BOLIVAR DR

EX EBMUD EASEMENT
DOC 2023-144418

T.P.O.B.
N22°41'29"W

N22°41'29"W
495.55'

N19°56'38"W
207.89'

P.O.C.

S67°18'31"W
24.00'

15.00'

N67°18'31"E
24.00'

CITY OF BERKELEY
BERKELEY AQUATIC PARK
T1S, R4W LOTS 1 AND 2
SALT MARSH AND TIDE LANDS
MAP NO. 4
QUIT CLAIM DEED
LIBER 3402 PAGE 25

S22°41'29"E
15.00'

NEW EBMUD
EASEMENT 1
AREA= 360± SF

ABBREVIATIONS

P.O.C. Point of Commencement
T.P.O.B. True Point of Beginning

LEGEND

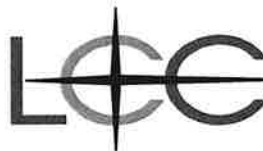
————— Property Line
- - - - - New Easement Line



SCALE IN FEET



12/2/25
DATE



ENGINEERING & SURVEYING, INC.
930 Estudillo Street
Martinez, California 94553-1620
(925) 228-4218 Fax (925) 228-4638
www.lcc-inc.com
OCTOBER 2025
LCC JOB No. 2024.036.02

EXHIBIT C
LEGAL DESCRIPTION

EAST BAY MUNICIPAL UTILITY DISTRICT
EASEMENT 2

Real property situate in the City of Berkeley, County of Alameda, State of California, described as follows:

A portion of Section 9, Township 1 South, Range 4 West, Lots 1 and 2 as shown on that certain map entitled "Map No. 4 of Salt Marsh and Tide Lands, situate in the County of Alameda, State of California" certified copies of which are on file with the Survey General of the State of California and a portion of that certain Quitclaim Deed recorded September 12, 1936 in Liber 3402 Page 25 in the Office of the County Recorder of Alameda County more particularly described as follows:

COMENCING at the southwesterly corner of that parcel described in the Grant of Easement to East Bay Municipal Utility District (EBMUD), filed December 11, 2023 in Document 2023-144418 of Official Records in the Office of the County Recorder of Alameda County, thence, along the westerly line of said EBMUD Easement (Doc 2023-144418), North 19°56'38" West, 47.81 feet, to the **TRUE POINT OF BEGINNING**; thence, continuing along said westerly line (Doc 2023-144418), North 19°56'38" West, 15.00 feet; thence, leaving the westerly line of said EBMUD Easement (Doc 2023-144418), South 70°03'22" West, 10.00 feet; thence, South 19°56'38" East, 15.00 feet; thence, North 70°03'22" East, 10.00 feet to the True Point of Beginning.

Containing an area of 150 square feet, more or less.

This easement is as shown on Exhibit D attached hereto and by this reference made a part hereof.

Prepared by me or under my direction in conformance with the Professional Land Surveyors Act:



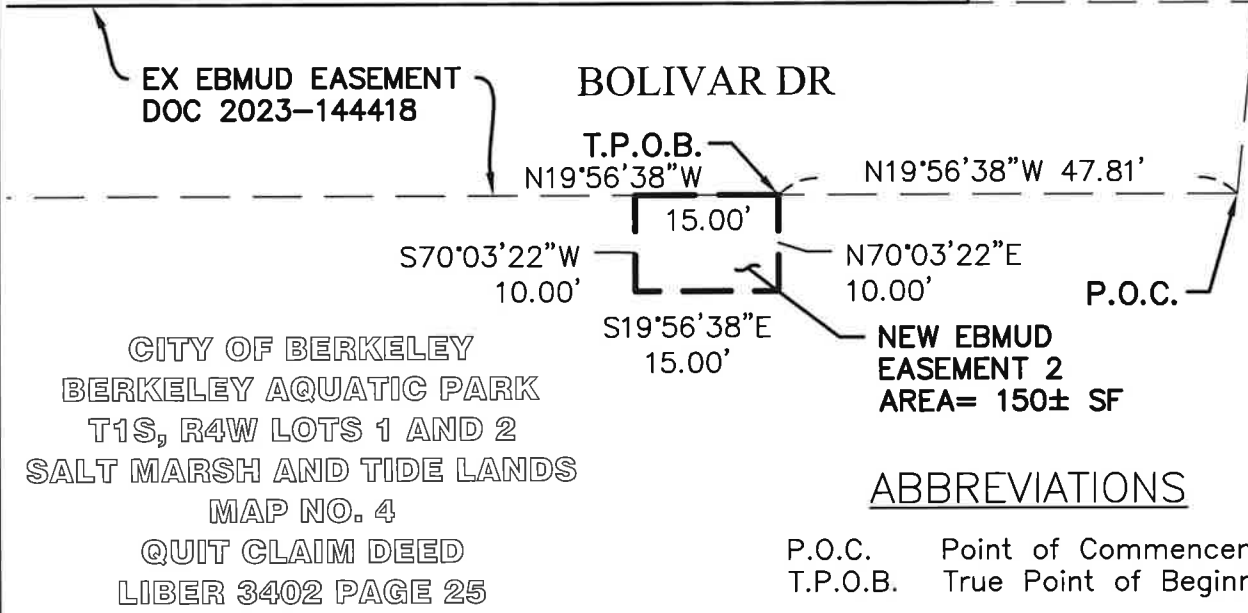
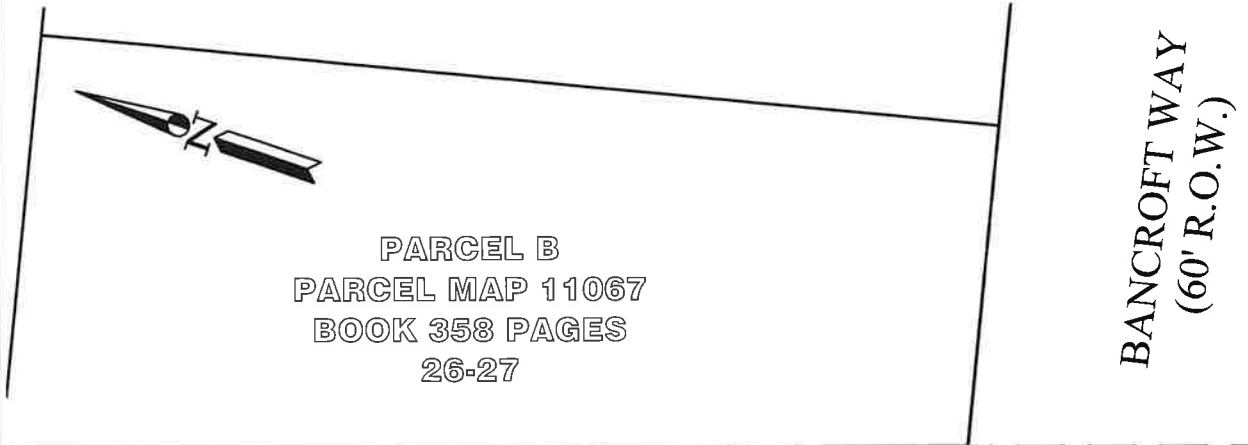


12/2/25
Date

NOTE: OTHER EASEMENTS
MAY EXIST AND ARE NOT
SHOWN ON THIS PLAT.

EXHIBIT D
PLAT MAP
TO ACCOMPANY LEGAL DESCRIPTION
EAST BAY MUNICIPAL UTILITY DISTRICT
NEW EASEMENT

PORTION OF
APN 060-2521-003-01
BOLIVAR DR
BERKELEY, CA



ABBREVIATIONS

P.O.C. Point of Commencement
T.P.O.B. True Point of Beginning



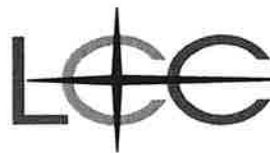
SCALE IN FEET

LEGEND

- Property Line
- - - - - New Easement Line



12/2/25
DATE



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