



Office of the City Manager

CONSENT CALENDAR  
September 11, 2007

To: Honorable Mayor and  
Members of the City Council

From: *PK* Phil Kamlarz, City Manager

Submitted by: William Rogers, Acting Director, Parks Recreation & Waterfront  
Department

Subject: License Agreement: Marina Bay Trail Extension

#### RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute a license agreement and any amendments with the East Bay Regional Park District (EBRPD) and the California Department of Parks and Recreation (DPR) to construct and maintain the portion of the Marina Bay Trail Extension that lies within Eastshore State Park property for five (5) years with automatic renewals for three (3) additional five year terms.

#### FISCAL IMPACTS OF RECOMMENDATION

None. No annual fee for this license agreement is required by the two property owners (East Bay Regional Park District and the California Department of Parks and Recreation). The City will continue its current levels of patrol and maintenance in that area of the Marina. CMS No 17ZKN.

#### CURRENT SITUATION AND ITS EFFECTS

On May 23, 2006, the Council authorized a contract with 2M Associates, Inc., a landscape architectural consultant, to prepare construction documents for the first segment of the Bay Trail Extension (Resolution No. 63,308-N.S.) These plans will be completed in the Fall of 2007 and the City will be ready to start the construction phase of the project. The first segment of the trail runs westward along the south side of University Avenue from the corner of University Avenue and West Frontage Road to the East Lawn of the Berkeley Marina. Most of this alignment is within Eastshore State Park; the portion of the trail west of Marina Boulevard is within the Berkeley Marina. (See Attachment 2.)

In order to complete the permit process and apply for construction funding, the City needs to have authorization from both property owners, EBRPD and DPR, to construct the Bay Trail Extension within Eastshore State Park. City staff worked with both EBRPD and DPR staff to develop the proposed license agreement that provides the proper authorization.

BACKGROUND

On November 14, 2000, the City Council approved submitting a grant application to the Coastal Conservancy for \$200,000 and allocated \$50,000 from the Marina fund as the local match (Resolution No. 60,837-N.S.) On September 13, 2001, the Council accepted a \$100,000 grant from the Coastal Conservancy and another \$100,000 grant from the Association of Bay Area Governments to develop a spur of the San Francisco Bay Trail for a bicycle and pedestrian connection between the main loop of the Bay Trail and the Berkeley Marina, and authorized the City Manager to issue a Request for Proposals (RFP) to retain consultants to design the proposed improvements and prepare the required environmental documentation (Resolution No. 61,239-N.S.);

On June 11, 2002, the Council authorized the City Manager to execute a contract with 2M Associates for design services in an amount not to exceed \$163,872 (Resolution No. 61,610-N.S.).

On February 3, 2003, after an extensive public process that included the Waterfront Commission, the Commission on Disability, the Parks and Recreation Commission, the Planning Commission, the Public Works Commission, the Transportation Commission and the Citizens for East Shore Parks (CESP), staff provided the Trail Alignment Alternatives report to the Council.

On July 15, 2003, Council accepted the Preliminary Project Description in order to proceed with the environmental review process (Resolution No. 62,187-N.S.)

On January 27, 2004, the Council adopted the Design Plan and Final Study/Mitigated Negative Declaration and Mitigation Monitoring Plan and further authorized the City Manager to apply for grant funding for project construction (Resolution No. 62,375-N.S.)

On September 21, 2004, Council accepted a second grant from the Coastal Conservancy of \$80,000 to prepare construction drawings and bid documents for the first segment of the Bay Trail Extension. The Council also allocated \$50,000 in Parks Tax funds to be used as the local match (Resolution No. 62,649-N.S.)

On May 23, 2006, the Council authorized the City Manager to execute a contract amendment with 2M Associates to complete the bid documents (Resolution No. 63,308-N.S.)

As of August 1, 2007, the plans have been approved by the EBRPD and DPR. City staff is working with Coastal Conservancy staff to identify construction funding. When plans, permits and funding are in place, the City will begin the bidding and construction process. Staff anticipates construction to begin in the Spring of 2008.

RATIONALE FOR RECOMMENDATION

In order to complete the permit process and apply for construction funding, the City needs to have authorization from both property owners, EBRPD and DPR, to construct the Bay Trail Extension within Eastshore State Park. City staff worked with both EBRPD and DPR staff to develop the proposed license agreement that provides the proper authorization.

CONTACT PERSON

Deborah Chernin, Acting Principal Planner, Parks Recreation & Waterfront, 981-6715

Attachments:

- 1: Resolution  
    Exhibit A: License Agreement
- 2: Map of Bay Trail Extension

RESOLUTION NO. ##,###-N.S.

LICENSE AGREEMENT: EAST BAY REGIONAL PARK DISTRICT AND CALIFORNIA DEPARTMENT OF PARKS AND RECREATION FOR THE BERKELEY BAY TRAIL EXTENSION

WHEREAS, on November 14, 2000, the City Council approved submitting a grant application to the Coastal Conservancy for \$200,000 and allocated \$50,000 from the Marina fund as the local match (Resolution No. 60,837-N.S.); and

WHEREAS, on September 13, 2001, the Council accepted a \$100,000 grant from the Coastal Conservancy and another \$100,000 grant from the Association of Bay Area Governments to develop a spur of the San Francisco Bay Trail for a bicycle and pedestrian connection between the main loop of the Bay Trail and the Berkeley Marina, and authorized the City Manager to issue a Request for Proposals (RFP) to retain consultants to design the proposed improvements and prepare the required environmental documentation (Resolution No. 61,239-N.S.); and

WHEREAS, on June 11, 2002, the Council authorized the City Manager to execute a contract with 2M Associates for design services in an amount not to exceed \$163,872 (Resolution No. 61,610-N.S.); and

WHEREAS, on February 3, 2003, after an extensive public process that included the Waterfront Commission, the Commission on Disability, the Parks and Recreation Commission, the Planning Commission, the Public Works Commission, the Transportation Commission and the Citizens for East Shore Parks (CESP), staff provided the Trail Alignment Alternatives report to the Council; and

WHEREAS, on July 15, 2003, Council accepted the Preliminary Project Description in order to proceed with the environmental review process (Resolution No. 62,187-N.S.); and

WHEREAS, on January 27, 2004, the Council adopted the Design Plan and Final Study/Mitigated Negative Declaration and Mitigation Monitoring Plan and further authorized the City Manager to apply for grant funding for project construction (Resolution No. 62,375-N.S.); and

WHEREAS, on September 21, 2004, Council accepted a second grant from the Coastal Conservancy of up to \$80,000 to prepare construction drawings and bid documents for the first segment of the Bay Trail Extension. The Council also allocated \$50,000 in Parks Tax funds to be used as the local match (Resolution No. 62,649-N.S.); and

WHEREAS, on May 23, 2006, the Council authorized the City Manager to execute a contract amendment with 2M Associates to complete the bid documents (Resolution No. 63,308-N.S.); and

WHEREAS, a portion of the trail, between West Frontage Road and Marina Boulevard (approximately), lies within Eastshore State Park; and

WHEREAS, the California Department of Parks and Recreation along with the East Bay Regional Park District are the Eastshore State Park property owners and must authorize construction of a public trail within the Park. CMS No I7ZKN.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Berkeley authorizes the City Manager to execute a license agreement and any amendments with the East Bay Regional Park District and the California Department of Parks and Recreation to construct and maintain the portion of the Bay Trail Extension that lies within Eastshore State Park property for five (5) years with automatic renewals for three (3) additional five year terms (Exhibit A). A record signature copy of said agreement and any amendments to be on file in the Office of the City Clerk.

**Exhibit A**

**MARINA BAY TRAIL  
ALONG UNIVERSITY AVENUE BETWEEN WEST FRONTAGE ROAD  
AND MARINA BOULEVARD, CITY OF BERKELEY,  
EASTSHORE STATE PARK**

**EAST BAY REGIONAL PARK DISTRICT,  
AND  
CITY OF BERKELEY**

**LICENSE AGREEMENT**

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MARINA BAY TRAIL  
ALONG UNIVERSITY AVENUE BETWEEN WEST FRONTAGE ROAD  
AND MARINA BOULEVARD, CITY OF BERKELEY  
EASTSHORE STATE PARK

EAST BAY REGIONAL PARK DISTRICT,  
AND  
CITY OF BERKELEY

LICENSE AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between the EAST BAY REGIONAL PARK DISTRICT, a California special district, (hereinafter called "District"), and the CITY OF BERKELEY, hereinafter called " City."

RECITALS

WHEREAS, pursuant to the provisions of Section 5003.03(c) of the California Public Resources Code, District is mandated to act as agent for the State of California, Department of Parks and Recreation, hereinafter called "State", for the acquisition, planning, and development of Eastshore State Park; and

WHEREAS, pursuant to the provisions of Section 5003.03 of the California Public Resources Code, District, acting as agent for State, purchased those properties with State and District funds located on the east shore of the San Francisco Bay, collectively known as Eastshore State Park, for purposes of, and as a unit of, the State Park System, and holds title to portions of said state park lands in trust for the benefit of State and District with regards to their respective interests; and

WHEREAS, District and State entered into a Joint Powers Agreement, effective December 17, 1998, subsequently extended in August 17, 2001, and amended in May 2004, for the acquisition, planning, development and interim operation of Eastshore State Park; and

WHEREAS, the State approved the Eastshore State Park General Plan on December 6, 2002, thereby providing conceptual parameters and guidelines for the long-term management, development and operation of the Eastshore State Park; and

WHEREAS, State and District entered into an Operating Agreement in September 20, 2006, hereinafter called "Operating Agreement", to provide for the operation, control and maintenance of Eastshore State Park by District over a five-year period, and this License is subject to the terms and conditions of said Operating Agreement;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the Parties hereto agree as follows:

### TERMS AND CONDITIONS

District, for a good and valuable consideration and in further consideration of the faithful performance and observance by City of all the terms and conditions herein contained, does hereby grant to City a license for the construction, reconstruction, maintenance, removal, patrol and use of a path for general public recreational use, including pedestrians, cyclists, single-occupant electric powered vehicles or other motorized, non-vehicular forms of transportation as mandated by the American with Disabilities Act of 1990, and excluding other motorized vehicular and equestrian use only, together with the necessary appurtenances thereto, hereinafter referred to as "the Trail." This License is conditioned upon approval by the State, as evidenced by the State's acknowledgement on the signature page.

THE LICENSE above mentioned is granted by District and accepted by City upon the following terms and conditions, and City does hereby agree with District as follows:

1. **Definitions:**

As used in this License, "the Property" shall refer to that property at Eastshore State Park, located along University Avenue between West Frontage Road and Marina Boulevard, City of Berkeley, as shown on the map attached hereto as Exhibit "A".

As used in this License, "the Trail" shall refer to an approximately 12-foot-wide paved recreational path for general public recreational use as defined above, with 2-foot-wide shoulders, located on the Property.

2. **Title of Licensor:**

City hereby acknowledges that District holds fee title to the Property in trust for the benefit of State and District with regards to their respective interests, and agrees never to assail or to resist said title. City agrees that it has not acquired nor will it hereafter acquire any rights or interest in the Property, nor does City have nor will it obtain any right or claim to the use of the Property beyond those specifically granted in this License, with the exception of those easements previously recorded to the benefit of the City as follows: (1) easement for the construction maintenance of a sea wall recorded April 29, 1936 in Book 3306, Page 437, Alameda County; (2) the right to permit the University Avenue Outfall Sewer to empty into and over said land until terminated by the terms of an agreement recorded April 29, 1936 in Book 3306, Page 437, Series No. GG/22248, Alameda County; and (3) easement for storm drain recorded October 27, 1960, Reel 195, Image 210, Alameda County.

3. **Term:**

Unless terminated, suspended or revoked as hereinafter set forth, this License shall terminate five (5) years from the date hereof. This License shall renew automatically for three (3) additional consecutive five-year terms upon the same terms and conditions unless either party notifies the other in writing of its intention not to renew this License at least one hundred eighty (180) days prior to the expiration of the existing term. If operation of Eastshore State Park becomes the responsibility of State, this License may be assigned by the District to State.

4. **Suspension or Limitation of Use:**

District and its permittees shall have the right to suspend or to limit the use of the Trail by City and the general public for a reasonable amount of time for protection of public safety, or for the construction, installation, operation, maintenance or repair of other facilities on the Property. Should such suspension or limitation be necessary, District shall provide City fifteen (15) days prior notice in writing, except in cases of emergency maintenance or repairs. State shall have the right to enter the Property upon giving reasonable written notice to District and City.

District shall be held responsible or liable for any damage to or removal of any fences, gates, asphalt or concrete paving, landscaping, or other facilities which may be placed, installed, repaired or constructed as part of Trail when District finds it necessary to accomplish work for the maintenance, construction, repair, reconstruction or alteration of the Property.

5. **Maintenance and Litter:**

City shall maintain the Trail in a clean, safe and presentable condition, free from waste, litter and other items resulting from public access to the Trail and left by parties other than District and its permittees. As used in this section, the term "litter" shall include, but not be limited to, paper, garbage, refuse, dead animals, trimmings and other items that detract from the neat and tidy appearance of the Property. If City fails to so keep the Property then, after thirty (30) days prior written notice specifying the needed work, District may perform or hire the necessary work at reasonable expense, which reasonable expense City agrees to pay to District upon demand.

**6. Indemnification:**

City shall indemnify, save, protect, defend and hold harmless District and State, their boards, officers, employees, agents and/or contractors from and against any and all loss, liability, expense, claims, costs, lawsuits and/or damages, including attorney's fees, arising out of or connected with the Trail, except when resulting from the sole negligence or willful misconduct of District and/or State, and their officers, employees, agents or contractors acting within the scope of their employment or agency.

District shall indemnify, save, protect, defend and hold harmless City, its council, officers, employees, agents and contractors from and against any and all loss, liability, expense, claims, costs, suits and damages, including attorney's fees, arising out of the sole negligence or willful misconduct of District, its officers, employees, agents or contractors in connection with the Trail or the Property.

**7. Insurance Requirements:**

City shall take out and maintain during the life of this License all the insurance required by this section and shall submit certificates for review and approval by District. No construction on or use of the Trail shall commence until such insurance has been approved by District. The certificates shall be on forms provided by District or the insurance carrier. Acceptance of the certificates shall not relieve City of any of the insurance requirements, nor decrease the liability of City. District reserves the right to require City to provide insurance policies for review by District.

- (a) Worker's Compensation Insurance. City shall take out and maintain Worker's Compensation and Employer's Liability Insurance for all of its employees on the Trail. City shall require any subcontractor to provide it with evidence of Worker's Compensation and Employer's Liability Insurance, all in strict compliance with California State laws.
- (b) Public Liability Insurance. City shall take out and maintain Comprehensive Automobile and General Liability Insurance that provides protection from claims which may arise from operations or performance under this License. City shall require any subcontractor to provide evidence of the same liability insurance coverages. The amounts of insurance shall be not less than the following: Single Limit Coverage applying to Bodily and Personal Injury Liability and Property Damage: \$1,000,000 per occurrence.

(c) Endorsements. The following endorsements must be indicated on the certificate:

- (1) East Bay Regional Park District and the State of California, Department of Parks and Recreation, their boards, officers and employees are additional insureds under the policy as to the work and operations being performed under this License;
- (2) The coverage is primary and no other insurance carrier by District or State will be called upon to contribute to a loss under this coverage;
- (3) The policy covers blanket contractual liability;
- (4) The policy limits of liability are provided on an occurrence basis;
- (5) The policy covers broad form property damage liability;
- (6) The policy covers personal injury as well as bodily injury liability;
- (7) The policy covers explosion, collapse and underground hazards;
- (8) The policy covers products and completed operations;
- (9) The policy covers use of non-owned automobiles;
- (10) The coverage shall not be canceled nor materially altered unless thirty (30) days written notice is given to District and State.

(d) Failure of Coverage. Failure, inability or refusal of City to take out and maintain during the entire term of this License any and all of the insurance as aforesaid shall at the option of District constitute a breach of this License and justify immediate termination of the same.

(e) Self Insurance. Notwithstanding Section 7(d), City has the right and option to self-insure any or all of the requirements under this Section 7 upon written notice to District that City assumes such obligations in the place and stead of any insurance carrier. However, the provisions of Section 7(e) do not alter the obligations of subcontractors of City to provide insurance as set forth in Section 7(a) – (d). In the event that City elects to self-insure, City shall provide to District a certificate or other evidence of self-insurance acceptable to District.

**8. Approval and Inspection of Work:**

City shall not perform any construction, reconstruction, remodeling, repair, removal or other work within the Trail without first obtaining District's approval in writing of said work, provided however, District approval shall be conditioned upon approval of State for said work, as provided for in the Operating Agreement for Eastshore State Park. Said design and construction work shall accommodate the operations of large trucks using the adjacent Seabreeze Market and Knapp Excavators dirt storage lot. In seeking District's approval, City shall furnish to District and State a complete description and design plans, specifications, and working drawings of the work proposed to be performed. In performing work approved by District with the concurrence of State, City shall comply with all terms, conditions and requirements imposed by District, and shall not deviate in any material manner from the description and working drawings approved by District with State concurrence, without first obtaining additional approval in writing from District with the concurrence of State. Upon completion of work, City shall provide District and State with a complete set of "as-built" plans for all work, and shall have work certified by a licensed architect, landscape architect, or engineer to be in compliance with the working drawings and all applicable building and other laws, codes and regulations.

City shall not be required to obtain District's prior written approval for the performance of routine maintenance or emergency repairs. As used in this section, the term "routine maintenance" refers to work that does not alter the original condition of improvements previously approved in writing by District with the concurrence of State, which work is required to prevent deterioration of said improvements. As used in this section, the term "emergency repairs" refers to repairs that do not alter the original condition of improvements previously approved in writing by District with the concurrence of State, which repairs are necessary to protect the safety of the public and others. Except in the case of emergency or routine maintenance, City shall consult District at least seven (7) days before any major maintenance operations are performed by City. Work shall be done in such a manner that District and State shall at all times be able to use and gain access to its facilities.

All work performed by City under this section shall be subject to inspection by District and State.

**9. Assignment:**

No rights of City hereunder shall be transferred or assigned unless to a successor public agency and unless the written consent of District and State is first secured.

**10. Abandonment by Licensee:**

If City or public shall, for a period of at least 120 consecutive days, fail to use or maintain the Trail or any portion thereof, then all rights of City in and to such portions not used or

maintained may be immediately terminated, at District's sole discretion.

11. **Restricted Use:**

The rights granted hereunder are for general public recreational use and no type of motor-driven vehicle or equestrian use shall be permitted on the Trail, except those of City, District and State, or City's, District's, and State's employees, agents, or permittees for construction, maintenance, repair, patrol or public safety purposes. City shall install such barricades as are necessary to prevent unauthorized access, and shall post signs at points of entry to the Trail that such uses are prohibited. City's barricades, if any are installed, shall accept District's locks, and keys or combinations shall be provided to the State.

12. **Patrol:**

City shall provide such patrol service as is reasonably necessary to prevent unauthorized use of the Trail and to protect the safety of the users of the Trail. City's failure to do so shall constitute a breach of this License and justify immediate termination of the same.

City agrees to devote the same standards and levels of public safety patrol to the Trail as City is able to and does devote to City's other similar recreational facilities. Rules enforced shall be consistent with and conform to State regulations generally applicable to the State Park System.

However City shall not be responsible for criminal investigation of incidents that occur on the Property; such investigations shall be the responsibility of District.

13. **Pollution:**

City, at its expense, shall comply with all applicable laws, regulations, rules and others, with respect to the use of the Property, regardless of when they become or became effective, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, water and air quality, and furnish satisfactory evidence of such compliance upon request of District or State.

No hazardous materials shall be handled by City at any time upon the Property. Should any discharge, leakage, spillage, emission or pollution of any type occur upon or from the Property caused by City's employees, contractors and/or agents, City, at City's sole expense, shall clean all the property affected thereby, whether owned or controlled by District, State or any third person, to the satisfaction of District or State (insofar as the property owned or controlled by District or State is concerned) and any governmental body having jurisdiction.

To the extent permitted by law, City shall save, protect, indemnify, hold harmless and defend District and State, their employees, agents, or permittees against all liability, claims, damage, loss, cost and expense (including, without limitation, any fines, penalties, judgments, litigation costs and attorneys' fees) incurred by District and/or State and such other users as a result of City's breach of this section or as a result of any such discharge, leakage, spillage, emission or pollution, regardless of whether such liability, cost or expense is proximately caused solely by the active negligence of District or State.

Should any fines or penalties be due under this section, City shall immediately pay all amounts due to District, State or any regulatory agency.

14. **Signs:**

City shall design and implement a signage plan in conformance with District's and State's sign program for Eastshore State Park, subject to District's review and written approval, and with the concurrence of State. City shall install and maintain appropriate information and warning signs per the signage plan. City shall also install signs designating permitted Trail uses by the general public, regulations governing such uses and specifically prohibiting equestrians and operation of unauthorized motor vehicles, for which City shall be responsible.

15. **Trees and Vegetation:**

City agrees to maintain, at its expense, all trees and vegetation City installs on the Trail, said installation subject to District's review and written approval, and with the concurrence of State. City shall not be responsible for the maintenance of trees and vegetation not installed by City.

16. **Trail Improvement Maintenance:**

City shall maintain at its expense all Trail paving installed by City and all Trail improvements installed by City, including Trail pavement, culverts, gates, signs, fences, bollards and landscaping during the term of this License. City shall not be responsible for any Trail improvements not installed by City.

17. **Maintenance Notification:**

To report maintenance concerns or to report problems, City can contact District's Park Supervisor at (510) 235-1631.

18. **Fencing:**

City agrees to maintain, at its expense, all fencing, gates and barricades City installs on the Trail.

19. **Vandalism:**

City shall, at its own expense, promptly repair all damage to Trail improvements installed by City, caused or contributed to by users of the Trail.

20. **Graffiti:**

City shall, at its own expense, promptly clean, repaint or remove any graffiti placed by users of the Trail on Trail improvements installed by City.

21. **Drainage:**

City shall be responsible for the drainage on and from the Trail to University Avenue and West Frontage Road. District shall be responsible for the drainage on the remainder of the Property.

22. **Encroachment Permits:**

District and State shall have the sole right to grant easements, encroachment permits or right of entry permits to other parties within the Property. The granting of any such rights shall be with District and State's mutual concurrence, and subject to existing concession agreements, leases or licenses.

23. **Termination:**

This License may be terminated at any time by either party with one hundred eighty (180) days prior written notice to the other party. Upon termination or revocation of this License or any portion hereof for any reason, title to all improvements shall vest with State; provided, however, upon request by State and/or District, City shall, at City's sole expense, promptly remove such improvements from the Property. City shall leave the Property in a clean and presentable condition, free from hazards and waste.

24. **Default:**

In the event of any failure by City to perform, fulfill, or observe any terms of this License which continues for thirty (30) days after notice from District, or in situations involving potential danger to the health or safety of persons on or about the Property, which are not remedied immediately after notice (oral or written), District may, at its election, and in

addition to all other rights and remedies available to it, including, without limitation, termination of this License, cure such failure or breach for, on behalf of, and at the sole expense of the City. City shall pay to District upon demand all costs incurred for work performed by District pursuant to this paragraph. Notwithstanding the foregoing, City shall not be in default if the default cannot reasonable be cured within 30 days, and City commences to cure the default within the 30-day period and diligently and in good faith continues to cure the default.

**25. Modification:**

This License shall be subject to modification or amendment, including the expansion of the Trail to additional areas, only by the written, mutual consent of both parties, with the written concurrence of State.

**26. Entire Agreement:**

It is understood that this document contains the entire agreement between the parties hereto and all prior understandings or agreements, oral or written, of whatsoever nature regarding the rights hereby granted are superseded by this License and are hereby abrogated and nullified.

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

**East Bay Regional Park District**

**City of Berkeley**

By: \_\_\_\_\_  
Pat O'Brien  
General Manager

By: \_\_\_\_\_  
title

Approved as to form (EBRPD):

Approved as to form (City):

By: \_\_\_\_\_  
Ted Radosevich  
District Counsel

By: \_\_\_\_\_  
title

**Concur:**

**State of California**  
Department of Parks and Recreation

By: \_\_\_\_\_  
Stephen R. Lehman  
Deputy Director,  
Acquisition and Development

Date: \_\_\_\_\_



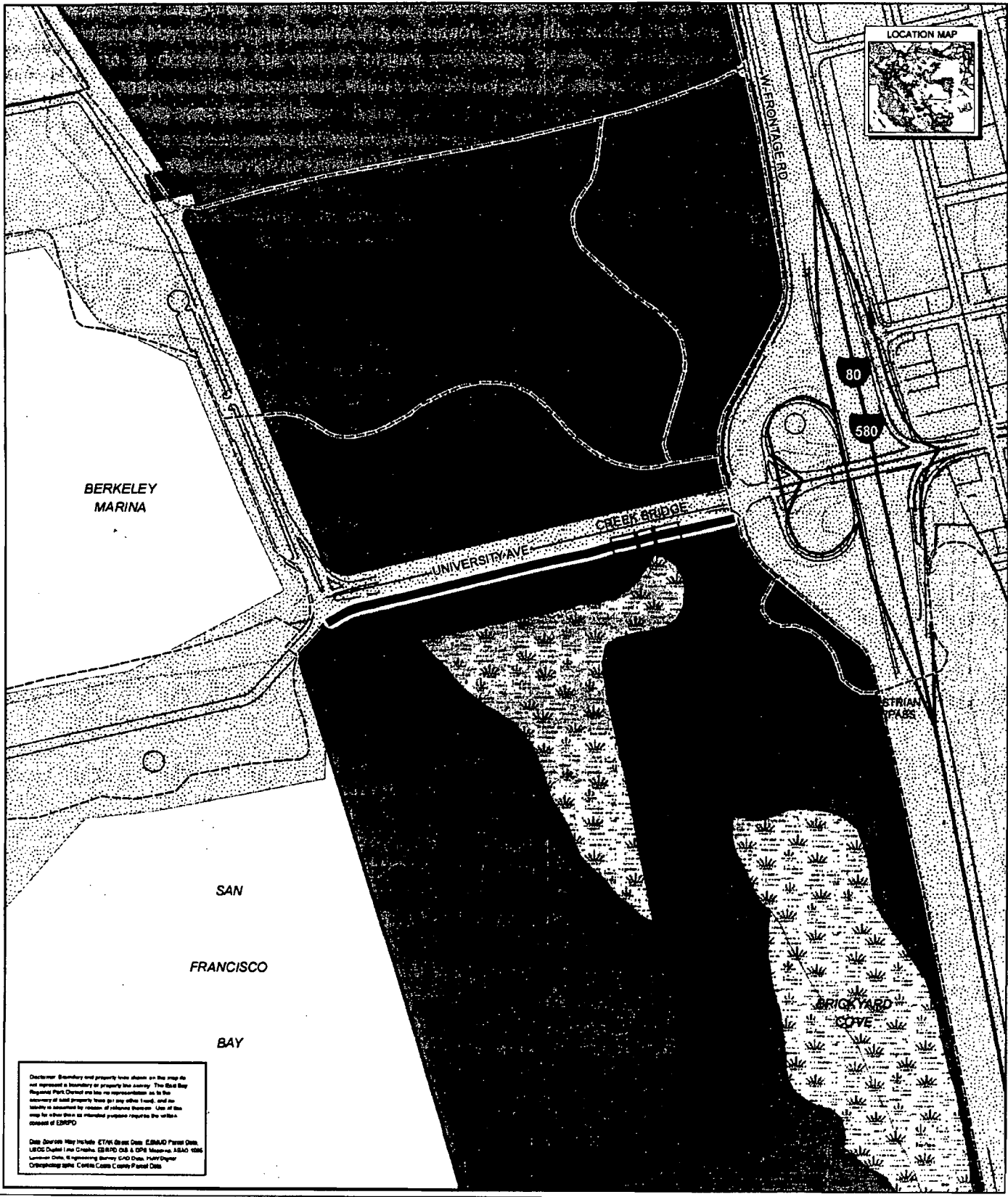
**EASTSHORE STATE PARK**  
 City of Berkeley  
 Marina Bay Trail

ESRPD  
 Environmental Review & GIS Application  
 20 June 2007  
 Understanding project/analysis/ESRPD/060607\_01.pdf

- Proposed Marina Bay Trail Spur to GP Bay Trail
- Eastshore State Park
- ▨ Tidal or Mud Flats
- Other Trails
- == Major Roads & Freeways



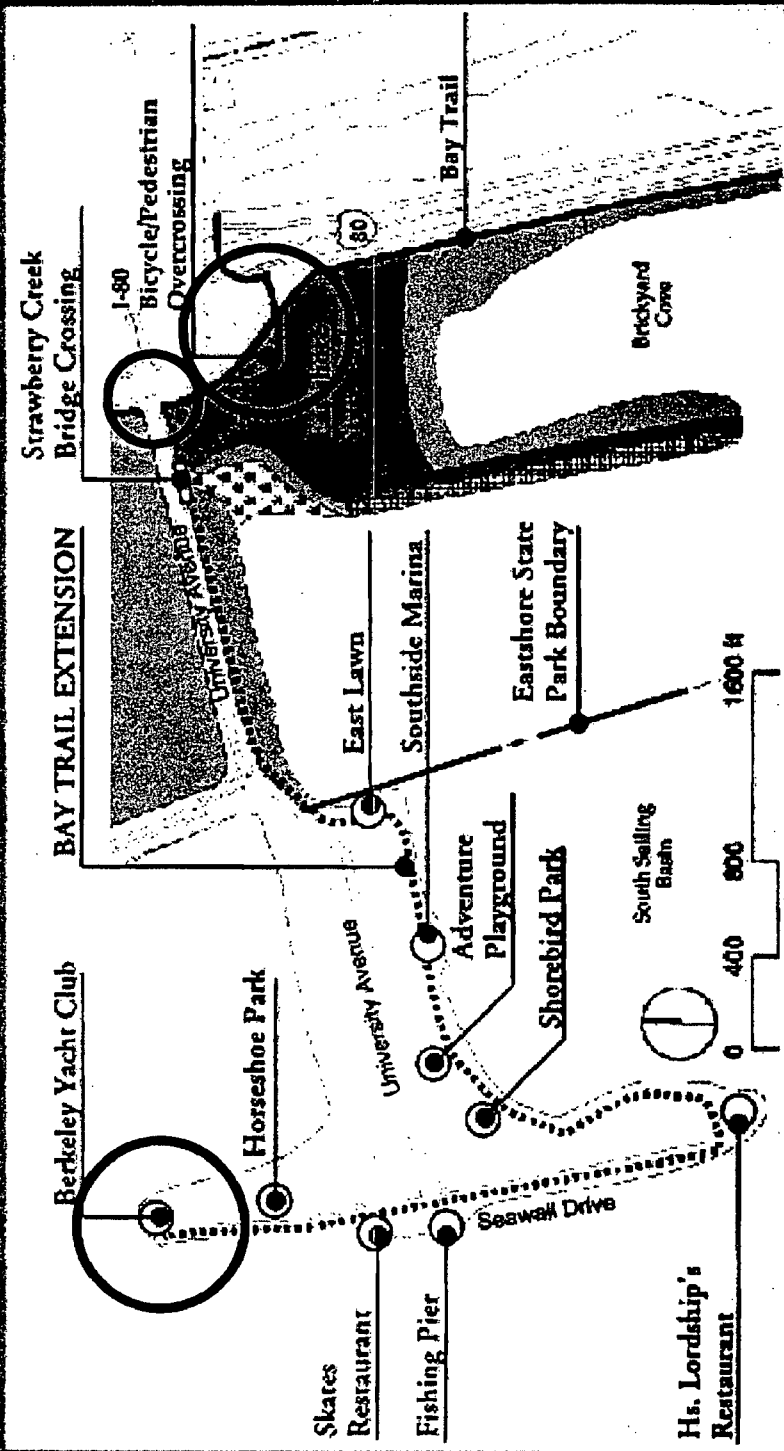
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Disclaimer: Boundary and property lines shown on this map do not represent a boundary or property line survey. The East Bay Regional Park District and its no representation as to the accuracy of said property lines or any other lines, and its liability is limited by statute of reference thereto. Use of this map for other than its intended purpose requires the written consent of ESRPD.

Data Sources May Include: ETAK Geospatial, ESRPD Parcel Data, USGS Digital Line Graphs, ESRPD GIS & GPS, Mission, ASAO 1000, Landmark Data, Engineering Survey, CAD Data, Point Cloud, Orthorectified Aerial, Corona, Color, C-Map, Parcel Data.

# GENERAL ROUTE



# BAY TRAIL EXTENSION TO THE BERKELEY MARINA