

ORDINANCE NO. 7,007–N.S.

AUTHORIZING AND DIRECTING CITY MANAGER TO ENTER INTO AN EASEMENT AGREEMENT WITH THE BERKELEY MONTESSORI SCHOOL FOR THE WEST STREET BICYCLE PATH

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

Section 1. Receipt of property authorized.

The City Manager is hereby authorized to take all actions necessary to enter into an easement agreement with the Berkeley Montessori School for the West Street Bicycle Path attached as Exhibit A, pursuant to the terms of said Easement Agreement.

Section 2. Posting.

Copies of this Bill 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 fifteen 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 November 27, 2007, this Ordinance was passed to print and ordered published by posting by the following vote:

Ayes: Anderson, Capitelli, Maio, Moore, Olds, Spring, Worthington, Wozniak and Bates.

Noes: None.

Absent: None.

RECORDING REQUESTED BY, AND  
WHEN RECORDED RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

THIS SPACE ABOVE FOR RECORDER'S USE.

THIS EASEMENT AGREEMENT IS RECORDED AT THE REQUEST OF THE CITY OF BERKELEY, A CALIFORNIA MUNICIPAL CORPORATION, AND IS EXEMPT FROM RECORDING FEE PURSUANT TO GOVERNMENT CODE § 6103 AND § 27383 AND FROM THE PAYMENT OF A DOCUMENTARY TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE § 11922.

**EASEMENT AGREEMENT**

This Easement Agreement ("Agreement"), is made and entered into as of April \_\_, 2004, by and between BERKELEY MONTESSORI SCHOOL, INC., a California corporation ("BMS"), and the CITY OF BERKELEY, a California municipal corporation (the "City").

**RECITALS**

A. BMS is the owner of the real property described on Exhibit "A" hereto (the "BMS Property").

B. In connection with City's development of the bicycle/pedestrian two directional shared use path commonly known as the "West Street Improvements," and subject to the terms and conditions contained herein, BMS has agreed to grant to City certain easements and related rights in the land described on Exhibit "B" hereto (the "Easement Area").

**AGREEMENT**

In consideration of the foregoing, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Grant of Easements**

1.1 Right-of-Way. Subject to the terms and conditions of this Agreement, BMS grants to City a non-exclusive easement over and across the Easement Area for public use of a bicycle/pedestrian two directional shared use path (the "Right of Way").

1.2 Utility Easement. BMS grants to City a non-exclusive easement (the "Utility Easement") on, across and under the Easement Area, for the installation, use, maintenance, repair, restoration, relocation and removal of (i) storm sewers, (ii) electricity, and (iii) and water mains or conduits (collectively the "Utilities"). The Utilities must serve only the Path Improvements (as defined below). All improvements, fixtures and equipment relating to