



CITY OF MARTINEZ

**CITY COUNCIL AGENDA
May 20, 2015**

TO: Mayor and City Council
FROM: Tim Tucker, City Engineer
SUBJECT: Martinez Intermodal Facility, Phase 3
Memorandum of Understanding with East Bay Regional Park District
DATE: May 8, 2015

RECOMMENDATION:

Adopt Resolution authorizing the City Manager to enter into a Memorandum of Understanding with the East Bay Regional Park District; and to execute Deed Restrictions and Declaration of Covenants; Lease Agreement-Alhambra Creek and; Lease Agreement-Ferry Street Extension Realignment, all as described in the Memorandum of Understanding.

BACKGROUND:

The on-site parking lot improvements for the Martinez Intermodal Facility, Phase 3 Project (Project) have recently been completed. Other project elements are yet to be constructed include; 1) a pedestrian bridge crossing the Union Pacific Railroad (UPRR) tracks and connecting to the Martinez Amtrak Train Station building; 2) realignment of the Ferry Street Extension; and 3) a vehicular and bicycle/pedestrian bridge crossing Alhambra Creek to Berrellesa Street. Attached is a Site Plan Exhibit of the Project improvements.

City staff is currently working with UPRR and Pacific Gas & Electric to obtain approvals and utility relocations for the construction of the pedestrian bridge. This bridge is scheduled to be completed in 2017.

City staff and the staff from the East Bay Regional Park District (District) have met to discuss the goals and details of the project. Moreover, the District/Martinez Joint Planning Agency met to discuss and review the project on March 13, 2013 and October 29, 2013.

In order to construct the realignment of the Ferry Street Extension and the vehicular and bicycle/pedestrian bridge crossing Alhambra Creek to Berrellesa Street, the City needs to enter into a Memorandum of Understanding with the District to achieve the following: 1) reinstatement of access rights across Alhambra Creek to Berrellesa Street along with an access and utility easement for the bridge; and 2) an easement (meaning includes license, lease or quitclaim) exchange for the Ferry Street Extension. The alignment of the bridge crossing Alhambra Creek is shown on the attached Site Exhibit, and the easement exchange is shown on both the attached Site Exhibit and in detail on the attached Proposed Easement Studies.

During discussions at the Joint Planning Agency meetings, the District had indicated a desire to prohibit permanent residential use on the project parcel. In response, the City indicated general agreement with this restriction of land use in exchange for obtaining the necessary real property interests necessary to implement the project improvements.

DISCUSSION

In 1974, the Martinez Waterfront Planning Agency commissioned the preparation of an in-depth study of the Martinez Waterfront for the purposes of assessing the suitability and potential for the development of a shoreline park. This study was approved in 1976 and entitled “Martinez Waterfront Phase 2: Land Use Plan”. In this plan, the Ferry Street Extension is described as a park facility and any changes or amendments shall be reviewed and approved by the State Lands Commission.

In 1976, the City and District entered into the “Revised Master Regional Shoreline” agreement, which outlines various responsibilities of the City and the District in the joint operation of the Waterfront Park.

In 1977, the District entered into an agreement with the owners of the Alhambra Industrial Park (Zocchi Property) that quitclaimed access across Alhambra Creek to Berrellesa Street.

In 1994, the City initiated environmental clearance to begin the planning and design of the Martinez Intermodal Facility, and certified an Environmental Impact Report and a Final Environmental Assessment in 1996. The acquisition of the old railroad yard property followed.

In 1997, the first phase of the Martinez Intermodal Facility project was implemented. Included in the construction of the first phase was the Alhambra Creek enhancement and parking lot improvements south of the railroad tracks. This work was followed by the replacement of the old Union Pacific railroad bridge that improved track capacity and flood protection. The City and District entered into an agreement in 1998 outlining the exchange of real property interests necessary to implement the first two phases of the Martinez Intermodal Facility.

The Martinez Regional Shoreline Salt Marsh Enhancement Project was completed in 2001 as part of a cooperative effort between the District, City and CalTRANS. In 2002, the Amtrak Station building, platforms, and two new tracks were completed as part of the second phase of the Martinez Intermodal Facility project.

In 2007, the City approved a Draft Initial Study, a Proposed Mitigated Negative Declaration, and a Mitigation Monitoring and Reporting Plan for the Martinez Intermodal Facility; and acquired the Zocchi property to allow for the design and implementation of the Project improvements the following year. The City moved forward with the conceptual design in 2010 and final design in 2012.

During the final design phase, City staff met with District staff to discuss the goals and details of the Project and to obtain comments for consideration and inclusion into the design process. Moreover, the District/City Joint Planning Agency met twice to discuss, review and comment on the Project. During these meetings, the District indicated a desire to prohibit permanent residential use on the Project parcel. In response, the City stated a willingness to agree to this desire, in exchange for approval of the reinstatement of access rights and easement exchange discussed herein as necessary to complete the Project improvements. Furthermore, earlier this month City Staff submitted the Ferry Street Extension proposed realignment plans and easement exchange requirements to the State Lands Commission for review and approval.

The attached Memorandum of Understanding (MOU) and accompanying restrictions and leases have been reviewed and recommended for approved by counsel for both the City and District. Although the City Council had previously authorized the Mayor to execute a MOU with the District, the MOU has been substantially changed since the City Council reviewed it in 2013. In addition, the Deed Restrictions and Lease Agreements have been finalized and require Council approval.

Changes to the MOU include:

1. The original MOU contemplated perpetual easements. State Lands Commission staff indicates the District can only approve leases over their property with a maximum term of sixty-six (66) years. This will require the City and District to enter into new leases every 66 years. Should the District not approve a new lease, all existing access rights to the property will be reinstated to the City.
2. The District requested the City agree to a “best effort to obtain, at no cost to the City, a relocated pipeline easement for Shell Oil, which currently affects the Ferry Street Extension area” and District property along the north property line of the City parcels.
3. The District requested the City agree to construct certain trails through the project site. Pedestrian and bicycle access to and through the site is consistent with the City of Martinez’s portion of the Countywide Bicycle Plan for extending the Bay Trail in Martinez. In addition, the City requested and District agrees for the City to install a trail parallel to the railroad tracks from the City’s site to the Ferry Street Extension, a portion of which will cross District property.

FISCAL IMPACT:

None. The City and District are exchanging nearly equivalent areas of easement/lease areas. The District determined no monetary compensation was warranted.

ACTION:

Motion approving a resolution authorizing the City Manager to enter into a Memorandum of Understanding with the East Bay Regional Park District; and to execute Deed Restrictions and Declaration of Covenants; Lease Agreement-Alhambra Creek and; Lease Agreement-Ferry Street Extension Realignment, all as described in the Memorandum of Understanding.

Attachments:

Resolution

Draft Memorandum of Understanding with attachments:

“C1-(a)” – Alhambra Creek plat

“C2-(a)” – Ferry Street plat

“D” – Site Plan

Restrictions and Declaration of Covenants; Lease Agreement-Alhambra Creek and; Lease Agreement-Ferry Street Extension Realignment are on file with the City Clerk

APPROVED BY:



Rob Braulik, City Manager

RESOLUTION NO. -15

AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE EAST BAY REGIONAL PARK DISTRICT AND TO EXECUTE DEED RESTRICTIONS AND DECLARATION OF COVENANTS; LEASE AGREEMENT-ALHAMBRA CREEK AND; LEASE AGREEMENT-FERRY STREET EXTENSION REALIGNMENT ALL AS DESCRIBED IN THE MEMORANDUM OF UNDERSTANDING

WHEREAS, in June 1974, the Martinez Waterfront Planning Agency (Agency) commissioned the preparation of an in-depth study of the Martinez Waterfront for the purposes of assessing suitability and potential for the development of a shoreline park; and

WHEREAS, the Agency, and its ancillary entities, the City of Martinez (City) and East Bay Regional Park District (District), adopted the first phase of the in-depth study, Phase 1: Resource Analysis, in November 1974, and adopted the second and final phase of the in-depth study, Phase 2: Land Use Plan, in April 1976 (Plan); and

WHEREAS, the Ferry Street Extension is described as a facility in the Plan, and any changes or amendments to the Plan shall be reviewed and approved by the State Lands Commission in accordance with Chapter 815, Section 4(a) of the State Statutes; and

WHEREAS, the City and the District have previously entered into the “Revised Master Regional Shoreline” agreement, dated October 1, 1976, which outlines various responsibilities of the City and the District in the joint operation of this Park; and

WHEREAS, in 1977, the District entered into an agreement with the owners of the Alhambra Industrial Park that quitclaimed access across Alhambra Creek to Berrellesa Street; and

WHEREAS, in 1996 the City certified an Environmental Impact Report (CEQA) and a Final Environmental Assessment (NEPA) for the Martinez Intermodal Facility, and moved forward with property acquisition of the old Union Pacific railroad yard; and

WHEREAS, in 1997, the City constructed the parking lot and Alhambra Creek enhancements south of the railroad tracks as part of the first phase of the Martinez Intermodal Facility; and

WHEREAS, the City and District entered into an agreement “Martinez Intermodal-Memorandum of Understanding-East Bay Regional Park District-City of Martinez”, on July 21, 1998, and amended in 2000, outlining the exchange of real property interests associated with the already completed first two phases of the Martinez Intermodal Facility; and

WHEREAS, in 2000, the old Union Pacific railroad bridge was replaced with a wider and higher bridge that allowed for the addition of two northerly tracks, and afforded an 100-year level of flood protection consistent with the goals of the Martinez Intermodal Facility; and

WHEREAS, in conjunction with the Martinez Intermodal Facility, the first two phases of the Martinez Regional Shoreline Salt Marsh Enhancement Project were completed in 2001 as part of a cooperative effort between the City, the District, and Caltrans; and

WHEREAS, the Amtrak Station building, platforms, and two new tracks were completed as part of the second phase of the Martinez Intermodal Facility in 2002; and

WHEREAS, the City approved a Draft Initial Study, Proposed Mitigated Negative Declaration, and Mitigation Monitoring and Reporting Plan for the Martinez Intermodal Facility, Phase 3 Project on May 27, 2007; and

WHEREAS, the City acquired the Zocchi property (Alhambra Industrial Park) in 2008 to allow for the design and implementation of the Project improvements; and

WHEREAS, the City moved forward with the conceptual design phase in 2010, followed by the initiation of the preliminary and final design phase of the Project in 2012; and

WHEREAS, the City and District staff have met to discuss the goals and details of the Project; and

WHEREAS, the District/City Joint Planning Agency met to discuss and review the Project on March 13, 2013 and on October 29, 2013; and

WHEREAS, in November 2013, the City made contact and submitted Project information to the State Lands Commission requesting review and approval of the proposed alignment of the Ferry Street Extension; and

WHEREAS, the Project will provide the public with improved access and parking to and from the Martinez Regional Shoreline, San Pablo Bay and Carquinez Strait shorelines, and other parts of the East Bay; and

WHEREAS, the City has obtained the necessary permits from environmental regulatory agencies to construct Project improvements; and

WHEREAS, the City is now implementing the Project which requires access rights across Alhambra Creek to Berrellesa Street, and an easement exchange for the Ferry Street Extension; and

WHEREAS, the District has indicated a desire to prohibit permanent residential use on the Project parcel; and

WHEREAS, "Easement" shall mean easement, license, lease or quitclaim.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Martinez authorizes the City Manager to enter into a Memorandum of Understanding with the District which describes to record a deed restriction on the Martinez Intermodal Facility, Phase 3 parcel, which would prohibit permanent residential use in exchange for the reinstatement of access rights across Alhambra Creek to Berrellesa Street and an easement exchange on Ferry Street Extension.

BE IT FURTHER RESOLVED the City Manager is hereby authorized to execute Deed Restrictions and Declaration of Covenants; Lease Agreement-Alhambra Creek and; Lease Agreement-Ferry Street Extension Realignment all as described in the Memorandum of Understanding and on file with the City Clerk; and

BE IT FURTHER RESOLVED the Memorandum of Understanding, Restrictions and Declaration of Covenants; Lease Agreement-Alhambra Creek and; Lease Agreement-Ferry Street Extension Realignment may be modified in form subject to approval of the City Attorney and City Manager.

* * * * *

I HEREBY CERTIFY the foregoing is a true and correct copy of a resolution duly adopted by the City Council of the City of Martinez at a Regular Meeting of said Council held on the 20th day of May, 2015, by the following vote:

AYES:

NOES:

ABSENT:

RICHARD G. HERNANDEZ, CITY CLERK
CITY OF MARTINEZ

**MARTINEZ INTERMODAL FACILITY, PHASE 3 MEMORANDUM OF
UNDERSTANDING
AND REAL PROPERTY EXCHANGE AGREEMENT
EAST BAY REGIONAL PARK DISTRICT AND
CITY OF MARTINEZ**

This Memorandum of Understanding is entered this _____ day of _____
2015, by and between the East Bay Regional Park District, a California Special
District (hereinafter "District"), and the City of Martinez (hereinafter "City").

WHEREAS:

- A. The District is the Owner of the Martinez Regional Shoreline ("Park"), which was granted pursuant to Chapter 815 of the Statutes of California 1976 ("Chapter 815")
- B. In June 1974, the Martinez Waterfront Planning Agency ("Agency") commissioned the preparation of an in-depth study of the Martinez Waterfront for the purposes of assessing suitability and potential for the development of a shoreline park.
- C. The Agency, and its ancillary entities, the City and District, adopted the first phase of the in-depth study, Phase 1: Resource Analysis, in November 1974, and adopted the second and final phase of the in-depth study, Phase 2: Martinez Waterfront Land Use Plan ("Plan"), in April 1976.
- D. Ferry Street Extension is described as a facility in the Plan, and any changes or amendments to the Plan shall be reviewed and approved by the State Lands Commission in accordance with Chapter 815, Section 4(a).
- E. The City and the District have previously entered into the "Revised Master Regional Shoreline" agreement, dated October 1, 1976, which outlines various responsibilities of the City and the District in the joint operation of the Park.
- F. On December 21, 1976, District entered into an Agreement (the "Zocchi Agreement") with Alhambra Industrial Park ("Partnership") the owner of the real property commonly referred to in said Zocchi Agreement as the "Cannery Property". Said Zocchi Agreement was recorded on January 20, 1977, Book 8172, Page 156. The Zocchi Agreement settled certain access disputes between the District and Partnership, relating to access to the Cannery Property and provided that Partnership quitclaim to the District certain access rights from the Cannery Property across Alhambra Creek to

Berrellesa Street.

- G. The City purchased the Cannery Property from Partnership, pursuant to that certain Real Estate Purchase and Sale Agreement and Joint Escrow Instructions dated August 15, 2008 ("City Purchase Agreement"). The City purchased the Cannery Property with an expressed intent to construct upon said property parking facilities to be used for expansion of available parking for the City's Martinez Intermodal Facility located on adjacent City owned property.
- H. The Construction of the City's Intermodal Facility was split into a three Phase construction project. Phase 1 included the southerly parking lot and AlhambraCreek flood control/restoration improvements, Phase 2 included construction of an intermodal transit station and the addition of two rail tracks adjacent to same.
- I. The City and the District entered into an agreement "Martinez Intermodal-Memorandum of Understanding-East Bay Regional Park District-City of Martinez", on July 21, 1998, amended in 2000, outlining the exchange of real property interests associated with the already completed first two phases of the Martinez Intermodal Facility. The City is now in the initial process of implementing the Martinez Intermodal Facility, Phase 3 Project ("Project"). The Project, when and if ultimately constructed, involves the construction of a parking facility on the Cannery Property, construction of an access bridge over Alhambra Creek from the Cannery Property to Berrellesa Street, relocation of the Ferry Street Extension Roadway, pedestrian railroad overcrossing to the Amtrak Station and certain additional landscape and trail improvements.
- J. The District has indicated that it has an interest in restricting residential use of the Cannery Property in order to protect and preserve the District's Park Property and its open space values.
- K. The District has determined that the District's transfer of said property interests is in compliance with Section 5540.5 of the California Public Resources Code.
- L. Based upon the above, the District and the City seek to exchange real property interests as described and subject to the conditions precedent set forth herein in Paragraph 5 below.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Conveyances by the District: The District agrees that subject to applicable law the District will convey to the City, or its assignee, the access rights and real property interests listed below. To the extent applicable to any portion of the

properties described below, conveyance shall be subject to any interest of the State of California in the affected property as it may exist pursuant to State or Federal Law, including Chapter 815 relating to the affected property.

a. A sixty six (66) year lease, substantially in the form attached hereto as **Exhibit "C-1"**, for public right of way purposes to accommodate a multi-modal access bridge across Alhambra Creek from the Cannery Property to Berrellesa Street, having a width of approx. 50 feet and a length of approximately 40 feet crossing the low flow channel of Alhambra Creek, substantially in the form shown in **Exhibit "C-1 (a)"**, using the legal description to be provided by the City, in a form mutually acceptable to the parties.

b. A sixty six (66) year lease substantially in the form attached hereto as **Exhibit "C-2"**, for public right of way purposes to accommodate the realignment of Ferry Street Extension, having a width ranging between thirty and forty feet, substantially in the form shown in **Exhibit "C-2 (a)"**, using the legal description to be provided by the City, in a form mutually acceptable to the parties. Said lease, shall provide, among other things that City shall have the right to use leased property from time- to-time if it is necessary to maintain the City's buildings and structures located on the Cannery Property. Any maintenance work completed by the City shall be under the terms and conditions of an encroachment permit issued by the District for said work.

c. The leases referred to in Subparagraph 1-a. and 1-b. above are subject to approval by the State Lands Commission.

2. Conveyances and Commitments to the District: The City agrees that subject to applicable law the City will convey to the District the access rights and real property interests listed below. To the extent applicable to any portion of the properties described below, conveyance shall be subject to any interest of the State of California in the affected property as it may exist pursuant to State or Federal Law, including Chapter 815 relating to the affected property.

a. A restriction or similar document in substantially in the form attached hereto as **Exhibit "A"** precluding residential use of the real property described as Parcel One and Parcel Two in **Exhibit "A-1"** (the Cannery Property), in a form mutually acceptable to the parties. The City agrees further that should the zoning, General Plan designation, and/or use of the property described as Parcels One and Two change from the current use, District shall have the right to prior review of the proposed change and negotiate in good faith appropriate use of the property to preserve and enhance the scale, character, sensitive species, management and public safety of Martinez Regional Shoreline Park. Notwithstanding the above, the parties understand and agree that except with respect to the restriction

against Residential Use, as set forth above, the City retains any and all land use authority, police, zoning, and all other powers and rights relating to City-owned property and rights of way, including but not limited to the Cannery Property.

b. A sixty six (66) year lease, the form of which shall be agreed to the parties and which will be substantially similar to the leases described in 1a and 1b above for park purposes to relinquish rights for public right of way currently existing for the Ferry Street Extension, having a width of approximately twenty-five feet, using the legal description to be provided by the City, which becomes excess as a result of the leases described in 1.a and 1.b above, for a period which shall terminate concurrently with the termination of the leases described in 1a. and 1b above in a form mutually acceptable to the parties. The parties anticipate the lease to the Park District will commence when the City has completed its planned improvements.

c. City's best efforts to obtain, at no cost to the City, a relocated pipeline easement from Shell Oil, which currently affects the Ferry Street Extension area and Park's property north of Parcels One and Two.

d. City's commitment that it will construct a new trail alignment on Park's property in the event the Project creates elevated levels of traffic so as to be incompatible with trail use on the 25-foot access easement located along the northern boundary of the Cannery Property in the joint opinion of the Parties hereto. The City does not intend to use the 25-foot access as a primary access point for the Cannery Property. Use of the 25-foot access is intended to be primarily for maintenance and emergency use.

3. Intermodal Project, Phase 3 Construction Work within the Park:

a. The parties hereto understand that it is the City's intent to construct Phase 3 of the Intermodal Project, subject to design, approval and complete funding thereof. In the event that design, approval and complete funding of Phase 3 of the Intermodal Project are completed, the parties hereto agree that the Intermodal Phase 3 Project shall include, but not necessarily be limited to, the following components:

1. Reconstruction of Ferry Street and Joe DiMaggio Drive intersection to be realigned in a manner consisted with **Exhibit "D"**.

2. Realignment of Ferry Street Extension and construction of the Bay Trail segment from the Ferry Street and Joe DiMaggio Drive intersection to the current terminus of the Trail near the northeasterly corner of the Cannery Property in a manner consistent with **Exhibit "D"**.

3. Landscaping and restoration of the areas of the Park affected by the realignment of the Ferry Street Extension and along the north perimeter of the Cannery Property in a manner substantially in conformance with the plans shown on **Exhibit "D-1"**.

4. Construction of a vehicular and multi-modal bridge thirty-four feet wide, which shall be owned and maintained by the City consistent with **Exhibit "C-1(a)"**.

5. Construction of a trail along the westerly and southerly boundaries of the Cannery Property that will provide for a connection from Berrellesa Street (Bay Trail) to Ferry Street Extension consistent with **Exhibit "D-1"** within five years of the date of this agreement (July 31, 2019) or concurrent with the construction of the bridge described in a.4 above. Construction of the trail shall comply with BCDC and ABAG standards for the Bay Trail per **Exhibit "D-1(a)"**. The trail along the westerly boundary shall be categorized as a "Multi-use Path" and the trail along the southerly boundary shall be categorized as a "Natural Trail" where space allows.

b. Terms of Construction Work on Park property: Final plans for the Construction Work on Park property as described above will be substantially in conformance with the plans approved by the District concurrently with the execution of this Agreement. Any significant deviation from said plans shall be subject to prior review and approval by the District. Work on Park property shall be performed in compliance with a District Encroachment Permit, issued administratively upon application by the City. In the event that work prevents the public from having access to the Park at or near the construction project, City will erect signs directing park users to alternate park access. City will work with the District to determine the appropriate verbiage and placement of such signs and will keep any interruptions of public access to the least amount of time possible.

4. Maintenance of Project Improvements and Adjacent Areas: If at any time either party is dissatisfied with the maintenance of Project improvements and/or adjacent areas, the parties will meet and confer in an attempt to resolve any disputes. All responsibility for the maintenance and liability for the Cannery Property and the bridge as shown in **Exhibit "D-1"** to be built on the site shall be the sole responsibility of the City.

5. Conditions Precedent: The Project is to proceed in a timely manner. The trail segment improvements along the westerly and southerly boundaries of the Cannery Property shall be constructed as part of the same project or concurrently with the construction of the vehicular bridge depicted in **Exhibit "D-1"**.

The parties hereto expressly understand and agree that each and every portion of

this MOU is conditioned upon the City completing the design, approval and funding of Phase 3 of the Intermodal Project.

6. The City will obtain all necessary resource agency and/or regulatory permits to complete the project and will follow all biological requirements set forth in those permits and the original Environmental Impact Report for the project. City shall provide District with written documentation of all necessary permits. In addition, the parties expressly understand and agree that the consideration for the real property exchanges contemplated herein, are the use rights and restrictions granted to the other party as herein described. The agreements, leases and restrictions contemplated herein shall therefore each include a clause which provides that if at any time in the future the leases described in sections 1(a) and (b) are terminated for any reason or if said leases are allowed to expire or the term thereof is at any time not renewed, or if said leases are prohibited by law or other action of the District, the State, any other person, or private or governmental entity, so that the City is precluded from using, or accessing the bridge described in section 3.a.4 or the Ferry Street extension described in section 3.a.2 at any time, all other property interests contemplated to be granted to District as set forth in Section 2 hereof, shall be terminated and released back to the City in such a manner as to place the parties hereto in the same position they were prior to the execution of the leases, restrictions and other real property interests contemplated herein. In the event the Ferry Street extension and the multi-modal bridge across Alhambra Creek remain in place following this termination, the City and District shall alternatively, enter into a separate agreement that will address such matters as maintenance, public safety response and liability for the use of the street extension and bridge. So long as the bridge is in public use, the Deed Restriction on the City's real property described as Parcel One and Parcel Two in **Exhibit "A"** shall remain in effect.

7. Entire Agreement. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and are the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written express or implied, are hereby superseded and merged herein.

8. Governing Law. This Agreement and the exhibits attached hereto have been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California.

9. Invalidity of Provision. If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

10. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties have signed and delivered this Agreement on the date above first written.

CITY OF MARTINEZ

EAST BAY REGIONAL PARK DISTRICT

By: _____
Rob Braulik, City Manager

By: _____
General Manager

Date: _____

Date: _____

Attachments:

- Exhibit "A" – Deed Restriction and Declaration of Covenants
- Exhibit "A-1" – Legal Description
- Exhibit "A-2" – Area Map
- Exhibit "B" – not used
- Exhibit "C-1" - Alhambra Creek Bridge Lease
- Exhibit "C-1(a)" – R/W Plat
- Exhibit "C-2" – Ferry Street Lease
- Exhibit "C-2(a)" – R/W Plat
- Exhibit "C-3" – Existing Right of Way Lease
- Exhibit "C-3(a)" – R/W Plat
- Exhibit "D" – Site Plan
- Exhibit "D-1" - Landscaping Plan
- Exhibit "D-1(a)" – Bay Trail Guidelines

**EXHIBIT "C-1(a)"
RW PLAT
ALHAMBRA CREEK BRIDGE LEASE**

CITY OF MARTINEZ
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA



SCALE: 1"=20'

BERRELLESA ST. (100')
PARCEL 4
(656 OR 360)

BERRELLESA ST. (50')
PARCEL 2(B)
(656 OR 360)

INTERSECTION OF
EASTERLY LINE OF
GRANGERS WAREHOUSE
R.O.W. (63 D 482) AND
SOUTHERLY LINE
RANDALL (158 D 576)

N 5°32'56" W
S84°27'04"W
25.00'

E.B.R.P.D.
APN: 373-022-006

P.O.C.

CITY OF MARTINEZ
APN: 373-022-001

S5°32'56"E 58.14'

N 86°36'34" E
74.33'

T.P.O.B.

N 86°36'34" E
25.12'

C/L 50' WIDE
ALHAMBRA CREEK
BRIDGE LEASE
(AREA=1270±SF)

EMBARCADARO ST (CITY 75' ROW)

ALHAMBRA CREEK DISTRICT
(EAST BAY REGIONAL CHAPTER 815)
STARTS OF 1976.

(M.H.T.L.)

(M.H.T.L.)
25'

25'

25'

(PRIOR
TO
CREEK
IMPROVEMENTS)



5/11/2015
DATE

ABBREVIATIONS

C/L CENTERLINE
P.O.C. POINT OF COMMENCEMENT
T.P.O.B. TRUE POINT OF BEGINNING



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

dba LCC, Inc.

Civil Engineering - Land Surveying

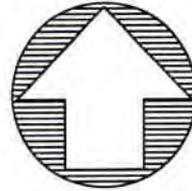
930 Estudillo Street
Martinez, California 94553-1620
(925) 228-4218 Fax (925) 228-4638
LCC JOB No. 2012.015.01
REVISED MAY 2015

CITY OF MARTINEZ
 COUNTY OF CONTRA COSTA
 STATE OF CALIFORNIA

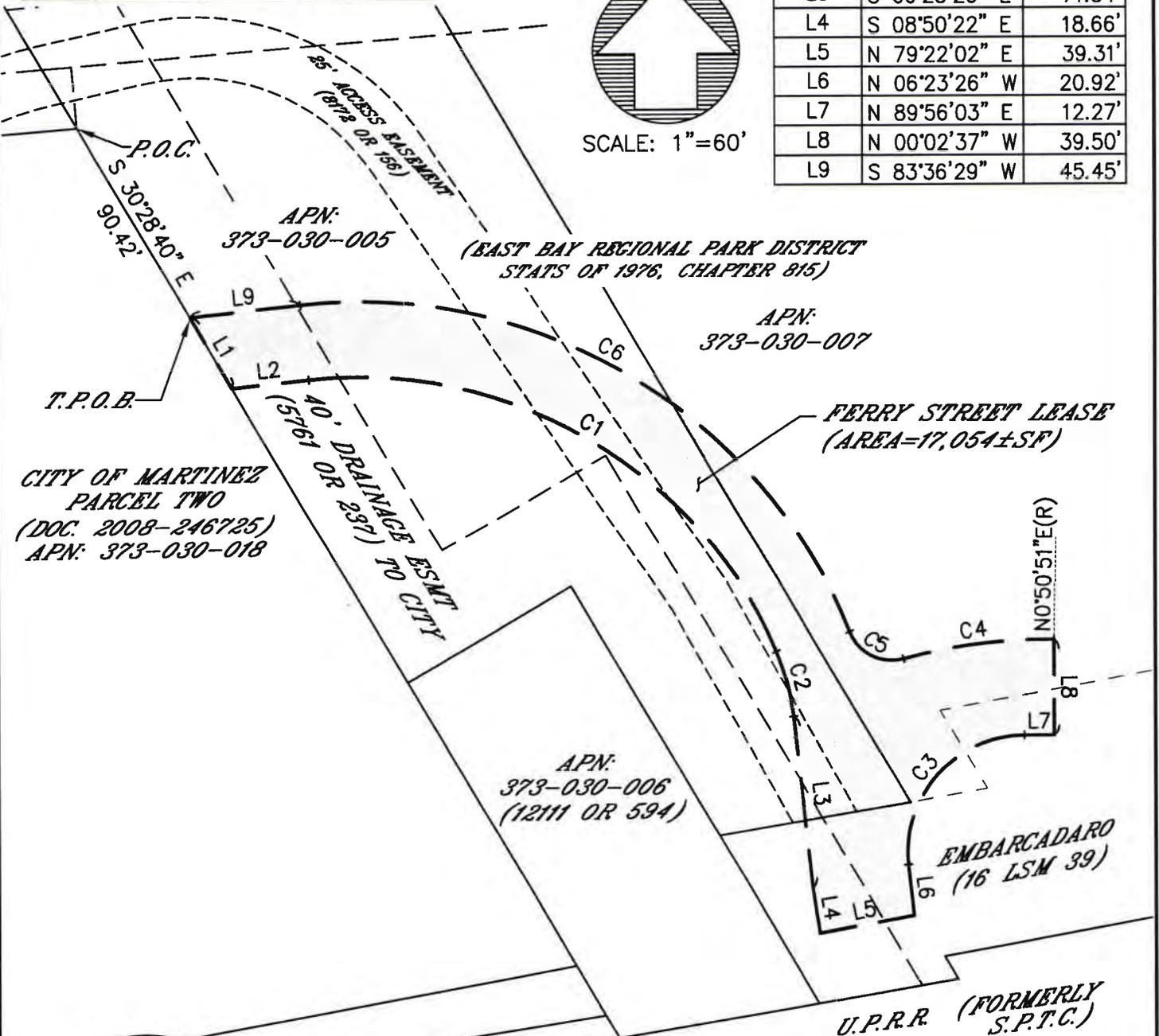
EXHIBIT "C-2(a)"
R/W PLAT
FERRY STREET LEASE

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	184.50'	238.11'	73°56'39"
C2	98.50'	27.60'	16°03'26"
C3	48.00'	80.70'	96°19'29"
C4	221.29'	62.29'	16°07'41"
C5	18.50'	27.10'	83°55'29"
C6	215.50'	282.22'	75°02'09"

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 30°28'40" E	33.96'
L2	N 83°36'29" E	31.59'
L3	S 06°23'26" E	71.54'
L4	S 08°50'22" E	18.66'
L5	N 79°22'02" E	39.31'
L6	N 06°23'26" W	20.92'
L7	N 89°56'03" E	12.27'
L8	N 00°02'37" W	39.50'
L9	S 83°36'29" W	45.45'



SCALE: 1"=60'



CITY OF MARTINEZ
 PARCEL TWO
 (DOC. 2008-246725)
 APN: 373-030-018

FERRY STREET LEASE
 (AREA=17,054±SF)

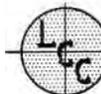
EMBARCADARO
 (16 LSM 39)

U.P.R.R. (FORMERLY
 S.P.T.C.)



5/11/2015
 DATE

ABBREVIATIONS
 (R) RADIAL
 P.O.C. POINT OF COMMENCEMENT
 T.P.O.B. TRUE POINT OF BEGINNING



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