



City of Albany

1000 SAN PABLO AVE. • ALBANY, CALIF. 94706 • TELEPHONE (415) 528-5710

AGENDA JUN 10 1985 NO.

WILLIAM E. HADEN
ADMINISTRATIVE OFFICER

Disposition: _____

June 4, 1985

Honorable City Council
City Hall
Albany, California

Dear Councilmembers:

Attached is a copy of the lease and agreement between the City of Albany and the State Department of Parks and Recreation. This agreement provides that the City lease the entire site to the State Parks Department for 66 years. In return, the State gives to the City 2.5 million dollars so that the City may seal the site. The City agrees to construct the public access road and trails. We have already agreed to do this as a condition of our BCDC permit. The City agrees to comply with all Regional Water Quality Control Board requirements. The City has already agreed to do this as a condition of their permit. The agreement further provides that the City will build the marina and the State will be in charge of the park facilities and "concessions". When the linkage is complete between Albany and Berkeley, the State Parks Department will take the facility over as a State recreation area. Until that time, it is up to the City of Albany to operate and maintain the facility.

This matter was discussed with the Waterfront Committee. We then went to the State Parks Department with the Waterfront Committee's concerns.

Paragraph #2 of the agreement states that the City will construct and maintain a road to the site. When the State takes over operation, they will maintain the road but we will share in the cost, proportional to the use allocated to our marina.

Paragraph #4 of the agreement says that the State will develop the park in accordance with the ENVIRON plan.

Paragraph #9 of the agreement provides that when we present the State with preliminary plans, they will review them and when they are approved, they will advance us the engineering money for the detailed plans. The preliminary plans are those which we prepared as part of our BCDC application.

While we are operating the park prior to the completion of the linkage with Berkeley, the State may enter into concession agreements for the restaurants. The revenue from these agreements will go into the operation

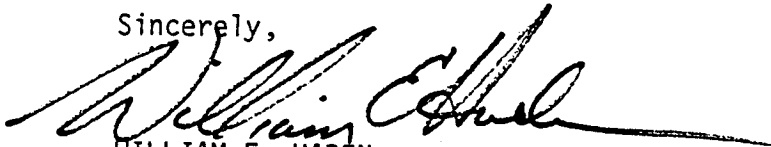
City Council - June 4, 1985
Page 2

and maintenance of the park and the marina; (see paragraph #24).

Paragraph #29 of the agreement says that the City may grant concessions on this property. In my discussions with the State, we can recommend concessionaires but the State will handle all of the bidding and documentation for concession agreements. This will relieve the City of that responsibility.

It is recommended that your Council accept this agreement and authorize the Mayor to sign it at a signing ceremony with the State of California to be set up later this month.

Sincerely,

A handwritten signature in black ink, appearing to read "William E. Haden", written in a cursive style.

WILLIAM E. HADEN
Administrative Officer

WEH:fy

Attachment

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THE LEASE AND AGREEMENT FOR
OPERATION AND DEVELOPMENT OF A PORTION OF THE
EAST BAY SHORELINE PROJECT
IN THE
CITY OF ALBANY

This agreement is made and entered into this 1st day of May 1985, by and between the State of California, acting through its Department of Parks and Recreation, ("STATE"), and the City of Albany ("CITY").

RECITALS:

The parties wish to transfer jurisdiction over certain City-owned land to State to create State's East Bay Shoreline Project, and to provide \$2,500,000 for stabilization and development of that property, and

The parties wish to provide for the responsibility and the procedures for construction of improvements, operation, and maintenance of the East Bay Shoreline Project land within the City of Albany.

In consideration of mutual covenants contained herein, the parties to this agreement hereby agree as follows:

1. CITY hereby grants to STATE and STATE hereby accepts from CITY an estate for years ("lease"), for a term of sixty-six (66) years beginning on June 1, 1985 and ending on May 31, 2051, both dates inclusive, in the real property in the City of Albany, County of Alameda, State of California, described on Exhibit "A" attached (the site), which exhibit by this reference is incorporated herein, without the obligation to pay rent therefor. The site

1 shall be used by STATE as a portion of its East Bay Shoreline Project for
2 purposes of the State Park System.

3
4 CITY reserves the right to enter said premises for any purpose
5 required to meet its obligation and duties under the Porter Cologne Water
6 Quality Control Act (Water Code Section 1300 et seq.) and to extent
7 applicable, the Federal Water Pollution Control Act Amendments of 1972
8 (Pub. L. No. 92-500, 86 Stats. 816 (1972); 33 USC Section 1251 et seq.) and to
9 comply with any and all requirements of all State and Federal authorities now
10 in force or which may be in force pertaining to conditions resulting from the
11 operation, maintenance, or use of the site prior to the beginning of the term
12 of this lease.

13
14 2. CITY agrees to construct and reconstruct, replace and maintain in
15 good repair during term of this lease, until STATE assumes responsibility for
16 operation of the project, at no cost to the STATE through CITY procedures an
17 access road across parcel "3" as described on Exhibit "A" and the road to the
18 Marina (see below) as shown on Exhibit "C". After assumption of operation by
19 STATE, costs of development and maintenance will be shared proportionately to
20 use allocated to marina and to other park use, unless STATE also operates
21 marina, in which case, STATE will pay all costs for road.

22
23 3. The STATE shall pay to the CITY not more than \$2,500,000 for design
24 and construction relative to the closing and sealing of the site. This
25 initial development shall consist of sea walls, filling, and grading of said

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1 premises as necessary to close and seal the landfill located on the site, plus
2 basic public access as required by The Bay Conservation and Development
3 Commission.

4
5 4. It is the intent of the CITY and the STATE that actions and
6 expenditures under this agreement shall not be contrary to the provisions of
7 Sections 1(d) and (2) of Chapter 211, Statutes of 1919 as amended by
8 Chapter 1223, Statutes of 1977. To this end, the provisions of this agreement
9 for carrying out the Albany Waterfront Plan may be submitted to the State
10 Lands Commission in accordance with the procedures of Sections 3, 5, and 6(d)
11 of that Act.

12
13 5. CITY further agrees, (1) in exercising any reserved rights of
14 performing any work of access road provision, closure and sealing, or
15 operation and maintenance, to restore, at no cost to STATE, the surface of the
16 site and any damaged STATE improvements to the conditions which existed prior
17 to CITY's entry thereon for said purposes; (2) to carry out said work in a
18 manner that will cause the least interference with the use of the site by
19 STATE; and (3) to indemnify, hold harmless, and defend STATE, its officers,
20 agents, and employees against any liability, claims, demands, damages, costs,
21 expenses, and liability cost arising out of said work, entry, or exercise of
22 said reserved rights and said requirements, or in connection therewith,
23 including any claims, demands, damages, costs, expenses, and liability cost of
24 STATE to any tenant, concessionaire, contractor, or sublessee of said premises.

25
26 6. CITY may, by its own forces or by contract, undertake projects for
27 the development, construction, or improvement of the site, in accordance with

1 the General Plan for the East Bay Shoreline Project as approved by the State
2 Park and Recreation Commission. Plans and specifications for any such project
3 shall be submitted to STATE for approval. No such project shall be commenced
4 by CITY's own forces or contracts awarded prior to STATE approval of such
5 plans and specifications. STATE has the right to disapprove such plans and
6 specifications if not consistent with the General Plan or STATE standards.
7 Said development, construction, or improvement may be made by CITY only after
8 the State Park and Recreation Commission has approved the General Plan, except
9 for development contemplated by Public Resources Code Section 5002.(c). CITY
10 shall not, during the term of said lease, without prior written approval of
11 STATE, remove, move, demolish, or alter in any manner, any improvements,
12 natural features, or accretions existing on the site on the effective date of
13 this agreement or subsequently occurring.

14
15 7. CITY shall not be obligated to proceed further to carry out the work
16 described in paragraph 3 above (hereafter, "initial development") if the
17 lowest responsible bid (bids) it receives for said work exceeds the amounts
18 specified in paragraph 3, unless this contract is amended in writing to
19 increase said amounts. CITY may, but is not obligated under this contract,
20 use funds derived from other sources for said work.

21
22 8. STATE shall be under no obligation to pay any funds under this
23 agreement if the State Public Works Board or the State Department of Finance
24 do not authorize expenditures of funds for the initial development for
25 whatever reason. CITY shall not be obligated to proceed if said Public Works
26 Board or Department of Finance do not authorize said expenditure.

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1 9. After STATE has approved in writing the preliminary plans, and after
2 the Public Works Board and the State Department of Finance have authorized the
3 expenditure of funds for the initial development, CITY may request in writing
4 the advance of said funds for the purposes of constructing said initial
5 development and the STATE shall release said funds.

6

7 10. The initial development shall be constructed in accordance with the
8 working drawings approved in writing by STATE.

9

10 11. Fixtures and improvements erected on the site by CITY in accordance
11 with said working drawings approved by STATE hereunder shall on completion
12 become a part of the realty and shall be subject to the lease in paragraph 1
13 above.

14

15 12. STATE reserves the right, in addition to any other right it may
16 have, to inspect the work for the initial development and perform audits
17 during normal working hours at its discretion as needed to determine that
18 STATE's funds are being expended in accordance with the intent of this
19 agreement.

20

21 13. All materials, supplies, and equipment purchased with funds provided
22 by STATE for completion of the initial development which are not expended
23 shall be retained and accounted for by CITY for use in connection with further
24 development or disposed of as directed by STATE, at STATE's option. Proceeds
25 of any such disposal shall be paid to STATE upon demand by STATE.

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1 14. In the event the actual cost to complete the initial development
2 does not exceed the amount advanced to CITY under this agreement, CITY shall
3 within ninety (90) days of completion of said work refund to STATE the
4 difference between the actual costs and the amount (including the interest
5 thereon) advanced to CITY under this agreement.

6
7 15. CITY shall use the funds (and any interest thereon) advanced under
8 this agreement solely for the initial development. CITY shall place the
9 monies advanced and the interest thereon in a separate interest-bearing
10 account.

11
12 16. A set of "as-built" drawings showing the type and location of all
13 improvements for the initial development made under this agreement will be
14 submitted to STATE within six (6) months of completion of said construction.

15
16 17. Said initial development shall be accomplished by CITY by the same
17 method and manner as for CITY projects. CITY shall strictly account for the
18 funds disbursed by STATE to CITY under this agreement. CITY shall maintain
19 satisfactory financial accounts, documents, and records relating to the cost,
20 disbursement, and receipts with respect to the work and the funds therefor and
21 shall make them available to STATE in CITY's offices for auditing at
22 reasonable times and shall retain them for three (3) years following the
23 completion of the work. The parties shall be subject to the examination and
24 audit of the State Auditor General for a period of three (3) years after final
25 payment or completion of work under this agreement.

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1 MARINA

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3 18. CITY further reserves, subject to the terms set forth below, (a) the
4 right to construct, operate, maintain, reconstruct, repair, and replace a
5 marina (as hereinafter defined) on the real property described on Exhibit "B"
6 attached, which exhibit by this reference is incorporated herein, and (b) an
7 easement for a road for access to said marina and underground utilities
8 including, but not limited to, sewer, gas, water, telephone, and electric
9 power lines along the route designated on said Exhibit "B" and Parcel 3
10 referred to in Exhibit "A". For purpose of this paragraph, marina is defined
11 to mean: floating boat docks with utilities, onshore vehicle parking,
12 showers, restrooms, boat launching ramps, harbor master's office, utilities,
13 access roads, landscaping and irrigation, incidental dredging, breakwaters,
14 and riprap.

15

16 19. At all times during the term of this agreement, STATE may enter
17 concession agreements, in accordance with the General Plan, for facilities
18 such as are usually included in a marina, such as a chandlery, fish and bait
19 shop, restaurants, and other similar facilities, all as shown on the Albany
20 Waterfront Plan, attached as Exhibit "C".

21

22 20. The CITY agrees to pay, towards the maintenance and operation of the
23 total park facilities developed, all revenues from leases above and beyond
24 mutually agreed upon expenses, such as loan payments and necessary maintenance
25 costs. Revenues as used in this paragraph and this agreement do not include
26 general tax revenues flowing to the CITY, such as sales taxes, gas taxes, and
27 property taxes.

1 21. CITY shall keep true and accurate books and records showing all of
2 its business transactions in separate records of account for the marina
3 operation in a manner acceptable to STATE, and the STATE shall have the right
4 through its representative and all reasonable times, to examine such books and
5 records. CITY hereby agrees that all such records and instruments are
6 available to the STATE.

7
8 22. CITY will submit to the STATE, no later than sixty (60) days after
9 the close of each fiscal year, July 1 through June 30, during the term of this
10 lease and no later than sixty (60) days after the end of said term, or in the
11 event the marina operation is terminated, for the period not previously
12 reported, a profit and loss statement audited by a Certified Public Accountant
13 or Public Accountant licensed by the State of California. Said statement
14 shall contain an appropriate certification that all gross receipts during the
15 yearly accounting period covered by said statement shall have been duly and
16 properly reported to the STATE. The term "gross receipts", wherever used in
17 this contract, is intended to and shall mean all monies, property, or any
18 other thing of value received by CITY and any concessionaire or operator, if
19 other than CITY, through the operation of said marina or from any other
20 business carried on or upon said marina premises, or any portion thereof, or
21 from any other use of said marina premises or any portion thereof by CITY
22 without any deduction or deductions; it being understood, however, that the
23 term "gross receipts" shall not include any sales taxes, gas taxes, or
24 property taxes or similar taxes imposed by any governmental entity and paid to
25 the CITY, directly or indirectly.

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1 23. CITY agrees to participate in the installation of necessary
2 utilities for marina purposes.

3

4 24. STATE agrees to allocate rental proceeds for concession agreements
5 entered under paragraph 19 above to development, maintenance, and operation of
6 the East Bay Shoreline Project including the marina, and to account for such
7 proceeds as provided for in paragraph 21.

8

9 OPERATIONS:

10

11 25. CITY shall be responsible for a period beginning on the date first
12 above appearing and ending on the last day of the term of said lease or the
13 date of service of the written notice of termination by STATE as specified in
14 paragraph 33 below, whichever occurs first, for the care, maintenance,
15 operation, and control of said premises for the purposes of the State Park
16 System. During said period, CITY shall pay all costs of maintaining,
17 controlling, and operating said property by the CITY for said purposes and
18 STATE shall not, during said period, be liable for the costs of said care,
19 maintenance, control, or operation. CITY may assign its rights to operate the
20 premises to another public agency upon its assumption of CITY's obligations
21 hereunder, and subject to STATE approval.

22

23 26. During the period of CITY's operation, maintenance, and control,
24 said premises shall, at all times, be accessible and subject to the use and
25 enjoyment of all citizens of the State of California, and all other persons
26 entitled to use and enjoy the same, subject, however, in the manner of such
27 use and enjoyment, to the control of CITY in conformity with this agreement.

1 CITY may adopt rules and regulations for the use and enjoyment of said
2 premises. Any such rules and regulations so adopted shall conform to and be
3 consistent with the rules and regulations adopted by STATE and generally
4 applicable to the State Park System, and the statutes applicable, specifically
5 including, but not limited to, Public Resources Code Sections 5080.30 and
6 following.

7
8 27. Any charges, fees, or collections made by CITY for services,
9 benefits, or accommodations to the general public, shall be limited to actual
10 needs for operation, maintenance, and control for said premises for the safety
11 and convenience of the general public in the use and enjoyment of said
12 premises and commercialization for profit shall not be engaged in by CITY.
13 The City Treasurer of City of Albany shall be the depository and have custody
14 of all money of City derived from whatever source from said premises during
15 said period.

16
17 28. No pesticides, herbicides, or fungicides may be used on the site or
18 the access road that are not approved in writing by STATE prior to use. Any
19 such use shall be in accord with STATE's policies thereon.

20
21 29. Subject to prior approval in writing by STATE, CITY may grant
22 concessions in or upon said property consistent with the use by the general
23 public thereof for the State Park System purposes to which it is classified.
24 The rights of the public to the use and enjoyment of said property shall
25 thereupon be limited by such concession agreements. All such concessions

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1 shall be granted in substantial compliance with the general plan and Public
2 Resources Code Sections 5080.20, 5080.33, and 5080.34 and subject to the terms
3 of this agreement.

4
5 30. All income received and all expenditures made by the CITY in
6 relation to concessions, special services, and all other matters incident to
7 the operation, maintenance, and control of said premises shall be reported
8 annually to the STATE. All income and fees (excluding taxes as discussed
9 above) so received by CITY shall be used for operation, maintenance, and
10 control of said premises and on service of said notice of termination under
11 paragraph 33 below, the unencumbered balance thereof shall be transferred to
12 STATE for its use in connection with said premises. The books, records, and
13 accounts kept by City applying to the operation of said premises shall, at all
14 reasonable times, be open for audit or inspection by STATE.

15
16 31. The CITY shall not let, sublet, or grant any license or permit or
17 concession with respect to the use and occupancy of said premises or any
18 portion thereof, without the written consent of STATE first had and obtained.

19
20 32. It is further agreed and understood between the parties hereto that
21 any development, beach erosion control, or protection work which may be
22 undertaken by STATE or the United States of America, along or on said
23 property, in the manner provided by law or under the rules of STATE, shall
24 not, in any way, be construed as constituting a termination of this agreement
25 or in any way affecting same.

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1 STATE shall have the right to enter into agreements for such work
2 during the term hereof and to go upon said property or to authorize any
3 person, firm, or corporation to go upon said property for the purpose of such
4 construction, beach erosion protection, or control work, or the doing of other
5 public work for the improvement or development of said property, provided that
6 STATE shall give CITY written notice of its intention to do any of the work
7 herein mentioned before such work is undertaken.

8
9 33. When the STATE shall determine that an integrated shoreline park has
10 been developed to its satisfaction linking said premises with the site of
11 The East Bay Shoreline Project located on land in the City of Berkeley, the
12 STATE shall serve written notice on CITY of the termination of CITY's rights
13 and/or duties to care for, maintain, operate, and control the site. At such
14 time as the STATE assumes the duties to care for, maintain, operate, and
15 control the site, the STATE shall indemnify, hold harmless, and defend CITY,
16 its officers, agents, and employees against any and all claims, demands,
17 damages, costs, expenses, and liabilities arising out of the STATE'S duties to
18 care for, maintain, operate, and control the site, except for liability
19 arising out of the concurrent or sole negligence of CITY, its officers,
20 agents, or employees, which claims, demands, or causes of action arise under
21 Government Code Section 895.2 or otherwise.

22
23 GENERAL PROVISIONS:

24
25 34. Discrimination against any person because of the race, color,
26 religion, sex, marital status, national origin, or ancestry of that person is
27 expressly prohibited.

1 35. CITY hereby waives all claims and recourse against the STATE,
2 including the right to contribution for loss or damage to persons or property
3 arising from, growing out of, or in any way connected with or incident to this
4 agreement except claims from the concurrent or sole negligence of STATE, its
5 officers, agents, and employees.

6
7 CITY shall indemnify, hold harmless, and defend STATE, its officers,
8 agents, and employees against any and all claims, demands, damages, costs,
9 expenses, and liabilities arising out of: (1) the acquisition, development,
10 or construction of the site described herein, (2) the care, maintenance,
11 operation, development, and control of said premises under paragraph 25 above,
12 (3) the development, construction, maintenance, control, and operation of the
13 marina, or (4) the condition, maintenance, or use prior to the beginning date
14 of said lease of the property described herein, except for (1) liability
15 arising out of the concurrent or sole negligence of STATE, its officers,
16 agents, or employees, which claims, demands, or causes of action arise under
17 Government Code Section 895.2 or otherwise.

18
19 In the event STATE is named as co-defendant in a legal action, under
20 the provisions of the Government Code Sections 810 et seq., and CITY is served
21 with process in such legal action, then CITY shall notify STATE of such fact
22 and if such action relates to other than negligent acts or omissions, in
23 respect to said property by STATE, CITY shall represent STATE in such legal
24 action unless STATE undertakes to represent itself as co-defendant in such
25 legal action in which event STATE shall bear its own litigation costs,
26 expenses, and attorney's fees.

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In the event judgment is entered against STATE and CITY because of the concurrent negligence of STATE and CITY, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

36. Any notice, demand, or request required or authorized by this agreement to be given or made to or upon STATE shall be deemed properly given or made if delivered by certified mail, postage prepaid, to State of California, Department of Parks and Recreation, P.O. Box 2390, Sacramento, California 95811.

37. The notice, demand, or request required or authorized by this agreement to be made to or upon CITY shall be deemed properly given or made if delivered by certified mail, postage prepaid, to City of Albany, Office of City Administration, 1000 San Pablo Avenue, Albany, California 94706.

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38. All debts, liabilities, and obligations of the CITY shall be the debts, liabilities, and obligations of the CITY and not of the STATE.

CITY OF ALBANY
By: *Henry Kruse*
HENRY KRUSE, MAYOR

Date: June 25, 1985

By: _____

Date: _____

APPROVED:
DEPARTMENT OF GENERAL SERVICES

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION
WM. S. BRINER, DIRECTOR

By: *Wm S Briner*

Title: DIRECTOR

Date: June 25, 1985

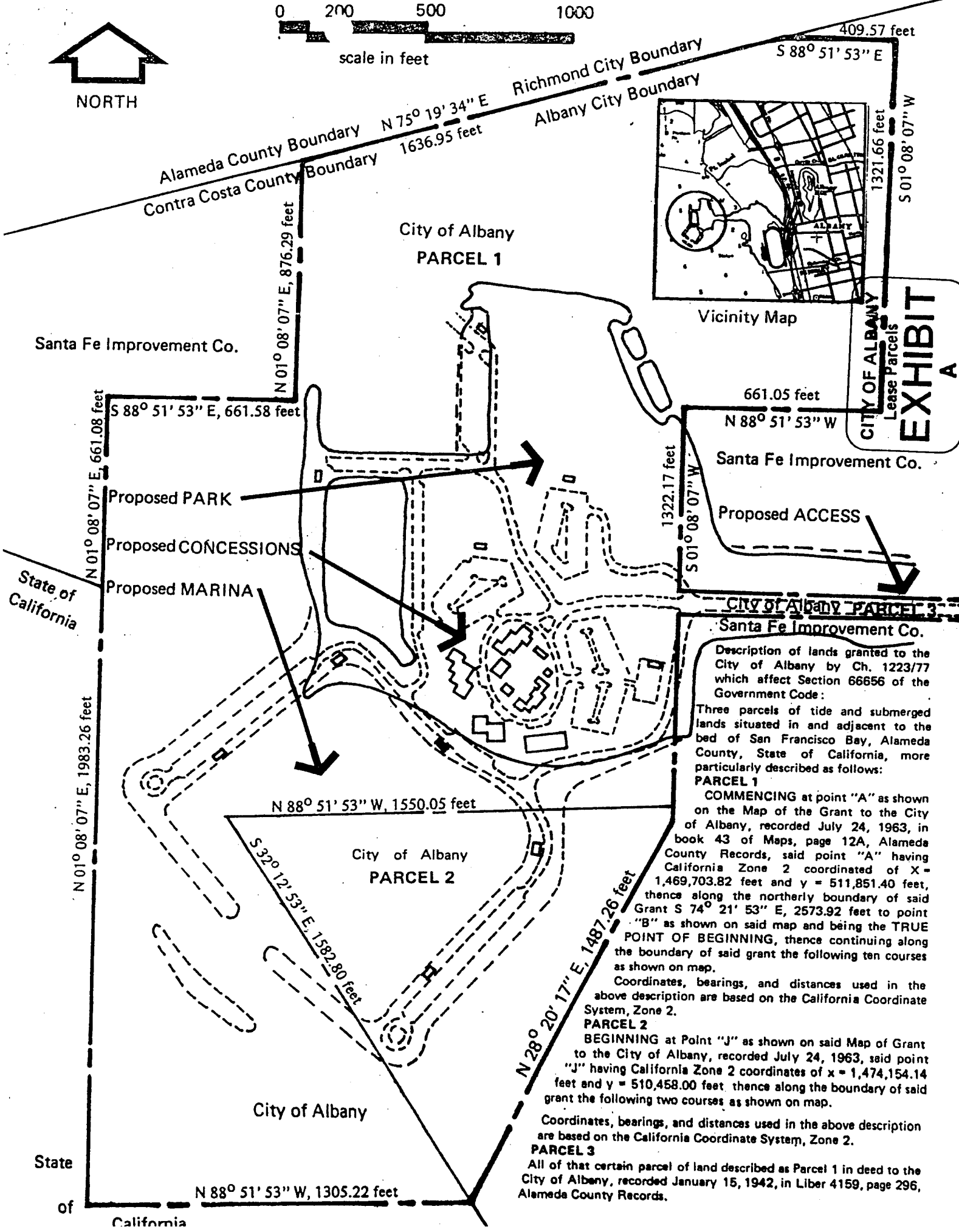
a.1	FORM	POLICY	BUDGET
Department of General Services			
APPROVED			
<i>Elizabeth Yost</i>			
By	<i>Elizabeth Yost</i>		
	OCT 22 1985		
	ELIZABETH YOST Chief Executive Director		

J-3808X



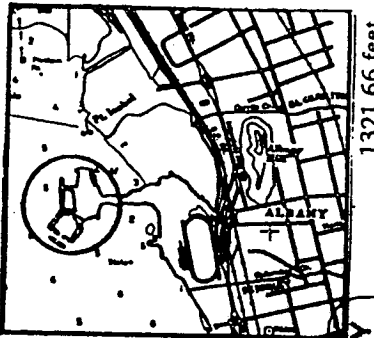
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scale in feet



409.57 feet
S 88° 51' 53" E

Alameda County Boundary N 75° 19' 34" E
Contra Costa County Boundary 1636.95 feet
Richmond City Boundary
Albany City Boundary



Vicinity Map

1321.66 feet
S 01° 08' 07" W

CITY OF ALBANY
Lease Parcels
EXHIBIT A

Santa Fe Improvement Co.

N 01° 08' 07" E, 876.29 feet

S 88° 51' 53" E, 661.58 feet

N 01° 08' 07" E, 661.08 feet

Proposed PARK

Proposed CONCESSIONS

Proposed MARINA

State of California

661.05 feet
N 88° 51' 53" W

Santa Fe Improvement Co.

Proposed ACCESS

1322.17 feet

S 01° 08' 07" W

CITY OF ALBANY PARCEL 3

Santa Fe Improvement Co.

Description of lands granted to the City of Albany by Ch. 1223/77 which affect Section 66656 of the Government Code:

Three parcels of tide and submerged lands situated in and adjacent to the bed of San Francisco Bay, Alameda County, State of California, more particularly described as follows:

PARCEL 1

COMMENCING at point "A" as shown on the Map of the Grant to the City of Albany, recorded July 24, 1963, in book 43 of Maps, page 12A, Alameda County Records, said point "A" having California Zone 2 coordinates of X = 1,469,703.82 feet and y = 511,851.40 feet, thence along the northerly boundary of said Grant S 74° 21' 53" E, 2573.92 feet to point "B" as shown on said map and being the TRUE POINT OF BEGINNING, thence continuing along the boundary of said grant the following ten courses as shown on map.

Coordinates, bearings, and distances used in the above description are based on the California Coordinate System, Zone 2.

PARCEL 2

BEGINNING at Point "J" as shown on said Map of Grant to the City of Albany, recorded July 24, 1963, said point "J" having California Zone 2 coordinates of x = 1,474,154.14 feet and y = 510,458.00 feet, thence along the boundary of said grant the following two courses as shown on map.

Coordinates, bearings, and distances used in the above description are based on the California Coordinate System, Zone 2.

PARCEL 3

All of that certain parcel of land described as Parcel 1 in deed to the City of Albany, recorded January 15, 1942, in Liber 4159, page 296, Alameda County Records.

N 88° 51' 53" W, 1550.05 feet

City of Albany
PARCEL 2

S 32° 12' 53" E, 1582.80 feet

City of Albany

N 28° 20' 17" E, 1487.26 feet

N 01° 08' 07" E, 1983.26 feet

State of California

N 88° 51' 53" W, 1305.22 feet

California



NORTH

0 200 500 1000

scale in feet

Alameda County Boundary
Contra Costa County Boundary

Richmond City Boundary
Albany City Boundary

City of Albany

PARCEL A

Santa Fe Improvement Co.

S 49° E

Proposed PARK

Proposed CONCESSIONS

Proposed MARINA

Santa Fe Improvement Co.

PARCEL C

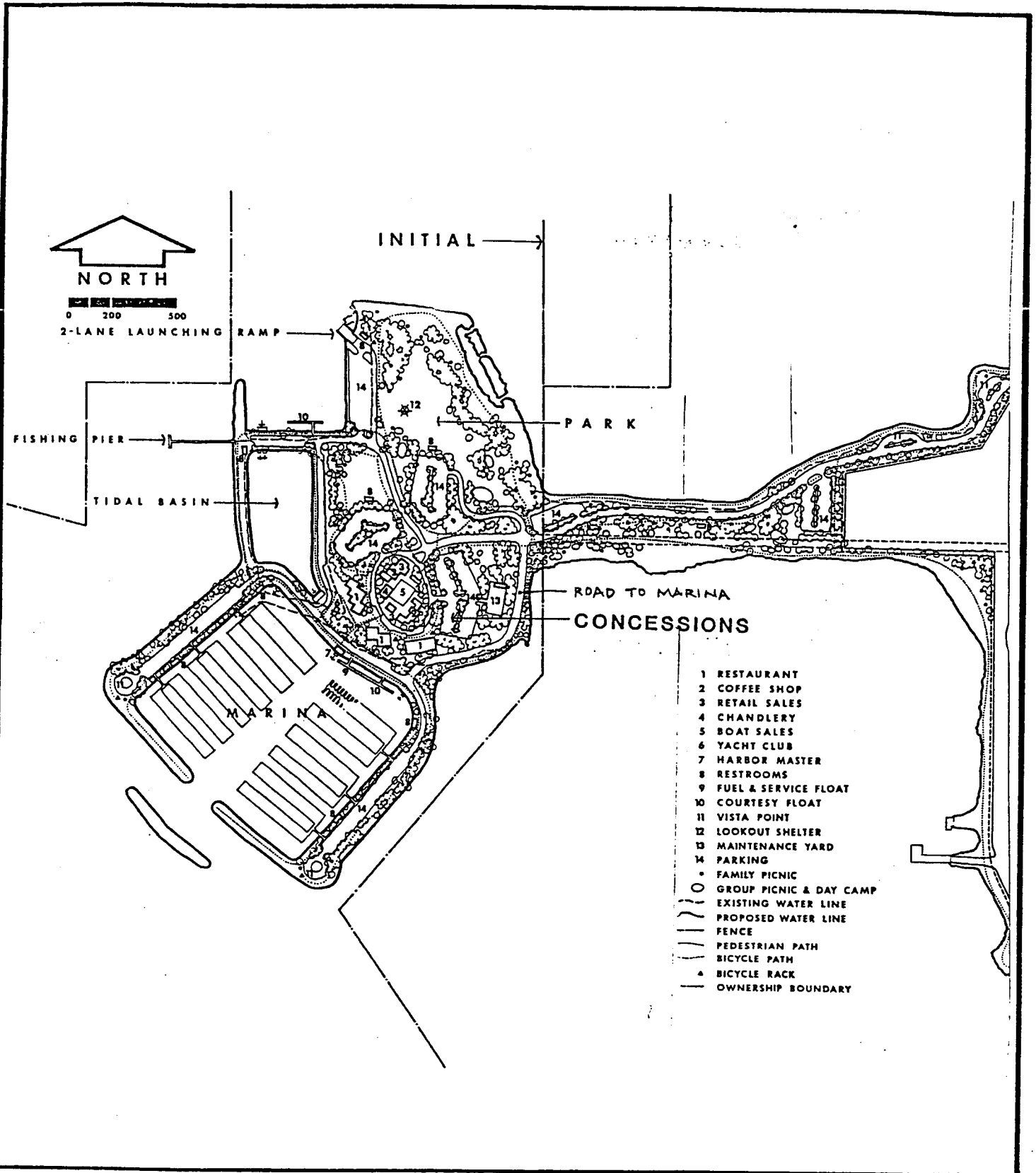
Proposed ACCESS Easement
to City to State

Santa Fe Improvement Co.

PARCEL B

CITY OF ALBANY
Lease Parcels
EXHIBIT
B

State of California



City of Albany
PUBLIC WORKS DEPT.

**ALBANY
 WATERFRONT
 PLAN**

DRAWN RSG	APPVD.	DATE/REV. 5-85		EXHIBIT C
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