

1 LOAN AGREEMENT

2 THIS AGREEMENT is entered into on JUL 12 1976 , between the
3 California Department of Navigation and Ocean Development (DEPARTMENT) and
4 THE CITY OF BENICIA (APPLICANT)

5 I.

6 DEFINITIONS:

7 EXHIBIT A - That report prepared by DEPARTMENT, and incorporated herein, dated
8 July, 1976 , entitled "Benicia Marina Feasibility Report"

9 _____"
10 which sets forth the scope, components, estimated costs, and
11 benefits of a small craft harbor.

12 PROJECT - Any design, construction, improvement, acquisition, maintenance
13 or operation of the small craft harbor identified in EXHIBIT A.

14 PROJECT AREA - A delineated area in which PROJECT is to be located.

15 LOAN INCREMENT - An amount intended as partial funding of PROJECT and proposed
16 to be made available for the use of APPLICANT in one of a number of
17 consecutive years.

18 TERM OF AGREEMENT - The period of time, including the construction and oper-
19 ation of PROJECT, commencing on the effective date of this agree-
20 ment, and continuing for THIRTY (30) years from the date of
21 issuance of the first loan warrant of the last LOAN INCREMENT;
22 said period shall terminate at such earlier time as the loan made
23 herein, including all principal and interest, is repaid in full.

24 II.

25 GENERAL TERMS

26 The parties mutually agree:

27 //

RECEIVED
DEC 18 1990
CITY OF BENICIA
FINANCE DEPT.

Funding Provisions

1
2 1. DEPARTMENT loans APPLICANT a sum not to exceed FIVE HUNDRED THOUSAND
3 DOLLARS (\$500,000)

4 for PROJECT under the terms of this agreement, applicable law and regulations.

5 2. APPLICANT may make payment requests no more frequently than once
6 every THIRTY (30) days; each installment shall be requested in writing and
7 shall be in an amount mutually estimated and agreed upon by both APPLICANT and
8 DEPARTMENT as sufficient to cover the cost of the work expected to be accom-
9 plished during the succeeding THIRTY (30) day period.

10 3. In the event that the California State Legislature does not, for any
11 reason whatsoever, appropriate and DEPARTMENT does not transfer for the use of
12 APPLICANT such sums as provided in EXHIBIT A for the completion of PROJECT,
13 then, in such event, APPLICANT shall have the option of taking either of the
14 following two alternatives:

15 (a) Return to DEPARTMENT all moneys transferred to APPLICANT by
16 DEPARTMENT plus the interest (as specified in paragraph 5) accrued as of the
17 date of said return; or

18 (b) Proceed with PROJECT using APPLICANT's own funds.

19 4. In the event referred to in paragraph 3, APPLICANT shall, within
20 SIXTY (60) days following the close of the fiscal year in which the appropri-
21 ation or transfer does not take place, forward to DEPARTMENT a written notice
22 stating which election has been made. If APPLICANT has elected to return the
23 money, the same shall be returned within ONE HUNDRED TWENTY (120) days after
24 the expiration of the aforesaid SIXTY (60) day period.

25 5. The loan made hereunder will bear interest at the rate of FOUR AND
26 ONE-HALF (4-1/2)

27 percent per annum on the unpaid balance, whether principal or interest,

1 commencing with the date of each disbursement.

2 6. APPLICANT shall deposit all loan funds in a separate account
3 designated the "Benicia Marina
4 Construction Fund" (ACCOUNT); said ACCOUNT shall reflect only the receipt of
5 loan funds from DEPARTMENT and expenditures made pursuant to the terms of this
6 agreement.

7 7. The proceeds of this loan, although advanced to APPLICANT in install-
8 ment payments, shall remain the property of DEPARTMENT until expended by
9 APPLICANT in accordance with the terms and provisions of this agreement.

10 8. The proceeds of this loan are to be expended only upon the written
11 approval of DEPARTMENT and in furtherance of and in accordance with the
12 general plan contained in EXHIBIT A.

13 9. APPLICANT may invest any portion of the funds in ACCOUNT that are not
14 required to meet immediate contractual obligations. Any interest accrued from
15 such investments shall be deposited in said account and shall be used to help
16 pay PROJECT costs.

17 10. In the event that any loan funds remain in ACCOUNT after all PROJECT
18 costs have been paid as provided herein, APPLICANT shall remit such balance to
19 DEPARTMENT no later than SIXTY (60) days following date of acceptance of
20 PROJECT by APPLICANT as provided in paragraph 2i, said balance to be applied
21 to the reduction of the balance of funds owed to DEPARTMENT.

22 Repayment Provisions

23 11. Repayment of the loan made herein shall be payable solely from the
24 gross revenues received by APPLICANT from the operation of the facilities
25 located or erected within PROJECT AREA, and such gross revenues shall consti-
26 tute security for the obligation of repayment hereunder; however, if at the
27 election of APPLICANT PROJECT does not go forward, all PROJECT costs incurred

1 prior to the date of said election are a general obligation of APPLICANT to the
2 extent permitted by law and shall be payable from any and all revenues received
3 by APPLICANT from any source of funds whatsoever; APPLICANT shall, in the event
4 of said election, return all loan moneys, plus interest (specified in para-
5 graph 5), transferred to APPLICANT by DEPARTMENT no later than ONE HUNDRED
6 EIGHTY (180) days following the close of the fiscal year in which said election
7 has been made.

8 12. The loan made herein shall be repaid in accordance with the following:

9 (a) Payments of principal and interest of the first LOAN INCREMENT
10 shall be made in equal annual installments as established by DEPARTMENT, and
11 shall be due and payable on August 1, of each year commencing with August 1,
12 1981.

13 (b) DEPARTMENT may from time to time make adjustments in the schedule
14 of annual payments to reflect unscheduled payments of principal and/or interest
15 that may have been made.

16 (c) APPLICANT at its option may at any time make advance payment of
17 all or any part of the principal on the loan remaining unpaid.

18 (d) Payments shall be made payable to the order of the Department of
19 Navigation and Ocean Development; Fiscal Section; 1416 Ninth Street;
20 Sacramento, California 95814.

21 13. Any surplus of funds arising from operation of PROJECT remaining
22 after deduction from gross revenues of funds necessary for repayments to
23 DEPARTMENT, operating and maintenance expenses and reserve funds as herein
24 provided, shall be retained by APPLICANT and may be invested in reasonably
25 liquid assets. No transfer of such funds other than for advance repayment of
26 the loan to DEPARTMENT shall be made by APPLICANT so long as any principal or
27 interest thereon remains unpaid. Whenever such funds exceed TWO (2) years

1 PROJECT operating and loan repayment expenses as indicated in EXHIBIT A, all
2 surpluses in excess of this amount may be required by DEPARTMENT to be used
3 for advance repayment of the loan.

4 Land Control Provisions

5 14. DEPARTMENT shall make no payments to APPLICANT under the terms of
6 this agreement prior to receipt of evidence, satisfactory to DEPARTMENT, of
7 APPLICANT's interests in and/or control of the real property which is a part
8 of the PROJECT. At the option of DEPARTMENT such evidence shall include a
9 policy of title insurance or other evidence satisfactory to DEPARTMENT shall
10 be required indicating that APPLICANT has such property rights in PROJECT AREA
11 as necessary for the construction and operation of PROJECT during TERM OF
12 AGREEMENT. The property rights shall include, but not be limited to, the
13 following:

14 (a) Land access to PROJECT AREA by a maintained public way open to
15 the public.

16 (b) Waterway right of passage, open to the public, between PROJECT
17 AREA and open navigable waters.

18 (c) Such easements or other rights outside PROJECT AREA as necessary
19 to provide utilities and services necessary for the PROJECT.

20 15. APPLICANT warrants that there is no encumbrance, lien, easement,
21 license, title, cloud, or outstanding interest of any type which may in any
22 way interfere with the construction, operation and/or maintenance of PROJECT
23 contemplated herein. The fact that the DEPARTMENT has required, examined
24 and/or passed on any document of title as described in paragraph 14 above
25 shall in no manner diminish the effect of the preceding warranty, nor create
26 any liability on the part of DEPARTMENT, it being understood and agreed that
27 the facts relating to control of the PROJECT AREA and related real estate

1 interest are more readily available to APPLICANT than to DEPARTMENT.

2 16. During TERM OF AGREEMENT, APPLICANT shall not sell, transfer, exchange,
3 mortgage, lease or hypothecate in any manner all or any portion of the real
4 property or improvements now existing or hereafter acquired or constructed by
5 APPLICANT within PROJECT AREA as set forth in EXHIBIT A without prior written
6 consent of DEPARTMENT.

7 Design and Construction Provisions

8 17. APPLICANT shall proceed with PROJECT in a continuous and expeditious
9 manner, to be completed at the earliest reasonable date during TERM OF AGREE-
10 MENT, but in no case later than May 1, 1980.

11 18. Plans and specifications for the construction of PROJECT:

12 (a) Shall be subject to written approval by DEPARTMENT before the
13 construction of PROJECT is advertised for bid;

14 (b) Shall be prepared by persons licensed by the State of California
15 to undertake the type of planning required by the PROJECT. The planners
16 certificate number must appear on the planning documents;

17 (c) Shall provide for all PROJECT facilities set forth in EXHIBIT A;

18 (d) Shall provide for shoreside facilities for removing waste from
19 vessel holding tanks in accordance with Section 654.1 of the Harbors and
20 Navigation Code and Section 5200 of the California Administrative Code,
21 Title 14.

22 19. APPLICANT shall provide and maintain within PROJECT AREA throughout
23 TERM OF AGREEMENT a sign of durable construction recognizing DEPARTMENT'S
24 participation in the development of PROJECT. The sign and its location shall
25 be subject to approval by DEPARTMENT.

26 20. Prior to the award of any contracts to be awarded by APPLICANT for
27 construction of PROJECT, APPLICANT shall submit to DEPARTMENT one copy of all

1 bids received. No award of any such contract shall be made prior to written
2 approval thereof by DEPARTMENT.

3 21. APPLICANT shall obtain from DEPARTMENT advance written approval for
4 the following:

5 (a) All bid documents prior to advertisement.

6 (b) Any and all contracts prior to award.

7 (c) Any and all changes to plans and specifications.

8 (d) Any and all construction change orders.

9 (e) Acceptance of PROJECT by APPLICANT.

10 22. APPLICANT agrees that all contracts between it and the contractor,
11 or contractors, for construction of PROJECT shall:

12 (a) Be awarded in accordance with all applicable laws and regulations.

13 (b) Contain the following clause:

14 "Duly appointed representatives of the Department of Navigation
15 and Ocean Development (DNOD) shall be allowed access to all parts
16 of the construction work and shall be furnished with information
and assistance by the contractor upon request by DNOD."

17 (c) Contain a clause to the effect that there shall be no discrimi-
18 nation against any employee who is employed in the work covered by such con-
19 tracts or against any applicant for such employment because of sex, race,
20 religion, color, age, or national origin, or physical handicap, and that such
21 provisions shall include, but not be limited to: employment, upgrading, pro-
22 motion or transfer, recruitment, or recruitment advertising, layoff or termi-
23 nation, rates of pay or other forms of compensation, and selection for training
24 including apprenticeship.

25 (d) Contain a clause to the effect that the contractor shall comply
26 with all air pollution and environmental control rules, regulations, ordinances
27 and statutes which apply to any work performed pursuant to the contract.

1 23. Prior to the commencement of the construction of PROJECT, APPLICANT
2 shall cause the contractor and a corporate surety acceptable to DEPARTMENT to
3 furnish in favor of APPLICANT and DEPARTMENT as their interests may appear,
4 bonds in the minimum amounts as follows:

5 (a) Faithful performance - ONE HUNDRED (100%) percent of the total
6 contract bid price.

7 (b) Labor and materials - FIFTY (50%) percent of the total contract
8 bid price.

9 Copies of said bonds shall be furnished to DEPARTMENT.

10 24. Construction of PROJECT and APPLICANT's inspection personnel shall be
11 under the supervision of qualified inspectors.

12 25. Inspection reports and related inspection data shall at all reasonable
13 times be accessible to DEPARTMENT personnel, and copies of such reports and
14 data shall be provided to DEPARTMENT by APPLICANT.

15 26. DEPARTMENT and its agents may at any and all reasonable times during
16 TERM OF AGREEMENT enter PROJECT AREA for purposes of inspecting PROJECT during
17 the course of or following the completion of any construction thereon and for
18 any other purpose arising from the performance of this agreement.

19 Operation Provisions

20 27. APPLICANT shall, at all times during TERM OF AGREEMENT:

21 (a) Continuously operate in an efficient and economical manner all
22 PROJECT facilities acquired, constructed, improved, maintained, and completed
23 in full or in part, as a result of the loan made hereunder.

24 (b) Make all repairs, renewals and replacements necessary to keep
25 PROJECT in good repair at all times.

26 (c) Operate, maintain and control PROJECT with its own employees;
27 provided, however, that APPLICANT may lease property or let concessions for

1 the operation of PROJECT or parts thereof, provided such leases and/or con-
2 cessions are made in accordance with Harbors and Navigation Code Sections 72
3 and/or 72.2; and provided, further, that no lease or concession agreement
4 shall be made without prior written approval of DEPARTMENT.

5 (d) Make PROJECT facilities available to all on equal and reasonable
6 terms.

7 (e) Make all books, papers, records and accounts relative to PROJECT
8 open and available for inspection and audit by DEPARTMENT or any authorized
9 representative of DEPARTMENT at any and all reasonable times.

10 (f) Periodically fix, prescribe, and collect fees, rentals, or other
11 charges for services and use of facilities within PROJECT AREA sufficient to
12 produce gross income adequate for payment of the following in the order set
13 forth:

14 (1) All installments of principal and interest on money owed to
15 DEPARTMENT as they come due.

16 (2) All expenses of operation, maintenance, and repair of said
17 facilities.

18 (g) Maintain in full force and effect insurance as follows:

19 (1) APPLICANT agrees to insure PROJECT through either of the
20 following two alternatives:

21 ALTERNATIVE 1

22 APPLICANT shall maintain in full force and effect during
23 TERM OF AGREEMENT the following insurance in the minimum amounts specified:

24 Bodily Injury or Death \$300,000 each person
\$1,000,000 each occurrence
25 Property and Product Damage..... \$500,000 each occurrence
\$1,000,000 aggregate
26 Fire Insurance..... 90% of the full insurable
value of all insurable
27 components of PROJECT.

1 (4) Loss under said fire insurance policy or policies shall be
2 payable to STATE for deposit in an appropriate trust fund with the State of
3 California. If DEPARTMENT deems it in the interest of the State of California,
4 the proceeds may be paid to APPLICANT upon APPLICANT's application for the
5 reconstruction of the destroyed facilities.

6 (5) STATE shall not be held liable for the payment of any pre-
7 miums or assessments on such insurance policy or policies.

8 28. DEPARTMENT, at its option, may take over PROJECT in the event that
9 APPLICANT fails to make any payment as provided, or if APPLICANT fails to con-
10 struct or effectively operate and/or maintain PROJECT, or breaches the within
11 agreement in any other manner and has been given NINETY (90) days written notice
12 of such breach, non-payment, or inefficient operation or maintenance and has
13 failed to correct same. In that event, the Director of the Department of
14 Navigation and Ocean Development may take possession of PROJECT and construct,
15 operate, or maintain the same for the account of APPLICANT until such time as
16 the monies loaned to APPLICANT hereunder together with interest thereon are
17 repaid in full. The income received from such operation shall be applied first
18 to the reduction of the obligation of APPLICANT hereunder by applying same to
19 any accrued interest, then to principal. APPLICANT does hereby consent to
20 said Director taking possession of PROJECT pursuant to the provisions of this
21 paragraph and for such purposes grants to DEPARTMENT the right of ingress and
22 egress over any and all property owned or controlled by APPLICANT that is
23 reasonably necessary for such purposes. Nothing herein shall preclude
24 DEPARTMENT from waiving any breach or breaches which in the sole judgment of
25 DEPARTMENT are not substantial or do not affect the repayment of the loan
26 herein prescribed. Waiver by DEPARTMENT of any one or more breaches shall not
27 be deemed a waiver of the right of DEPARTMENT to pursue any legal remedy which

1 it may have with regard to any other breach or breaches. The remedies pro-
2 vided by this paragraph are cumulative and in addition to and independent of
3 any other remedies given DEPARTMENT by law.

4 General Provisions

5 29. Vessels using PROJECT constructed under the terms of this agreement
6 must be currently registered by the State of California or documented by the
7 United States Coast Guard.

8 30. APPLICANT hereby waives all claims and recourse against the
9 DEPARTMENT including the right to contribution for loss or damage to persons
10 or property arising from, growing out of, or in any way connected with or
11 incident to this agreement except claims arising from the concurrent or sole
12 negligence of DEPARTMENT, its officers, agents and employees.

13 31. APPLICANT shall indemnify, hold harmless, and defend DEPARTMENT, its
14 officers, agents and employees against any and all claims, demands, damages,
15 costs, expenses or liability costs arising out of the acquisition, development,
16 construction, operation or maintenance of the property described herein except
17 for liability arising out of the concurrent or sole negligence of DEPARTMENT,
18 its officers, agents, or employees which claims, demands or causes of action
19 arising under Government Code Section 895.2 or otherwise.

20 32. If DEPARTMENT is named as co-defendant under the provisions of the
21 Government Code Section 895 et seq, the APPLICANT shall notify DEPARTMENT of
22 such fact and shall represent DEPARTMENT in such legal action unless DEPARTMENT
23 undertakes to represent itself as co-defendant in such legal action in which
24 event DEPARTMENT shall bear its own litigation costs, expenses and attorney's
25 fees.

26 33. If judgment is entered against DEPARTMENT and APPLICANT because of
27 the concurrent negligence of DEPARTMENT and APPLICANT, their officers, agents

1 or employees, an apportionment of liability to pay such judgment shall be made
2 by a court of competent jurisdiction. Neither party shall request a jury
3 apportionment.

4 34. APPLICANT hereby certifies that the obligation created by this agree-
5 ment will not create an indebtedness or liability contrary to the provisions
6 of Section 18 of Article XVI of the Constitution of the State of California.

7 35. Notices required between the parties shall be deemed to have been
8 given when mailed to the respective addresses set out below, first class postage
9 fully prepaid thereon.

10 To DEPARTMENT: Department of Navigation and Ocean Development
11 Room 1336, Resources Building
12 1416 Ninth Street
13 Sacramento, California 95814

14 To APPLICANT: City Manager
15 City of Benicia, City Hall
16 250 East "L" Street
17 Benicia, California 94510

18 STATE OF CALIFORNIA
19 DEPARTMENT OF NAVIGATION AND
20 OCEAN DEVELOPMENT

CITY OF BENICIA

21 By Margaret C. Mercedo
22 Director

21 By Ferry F. Pennell

22 August 12, 1976
23 Date Signed

22 August 4, 1976
23 Date Signed

24 I hereby certify that all conditions for exemption set forth in State Admin-
25 istrative Manual Section 1209 have been complied with and this document is
26 exempt from review by the Department of Finance.

27 Margaret C. Mercedo
Director

1 or employees, an apportionment of liability to pay such judgment shall be made
2 by a court of competent jurisdiction. Neither party shall request a jury
3 apportionment.

4 34. APPLICANT hereby certifies that the obligation created by this agree-
5 ment will not create an indebtedness or liability contrary to the provisions
6 of Section 18 of Article XVI of the Constitution of the State of California.

7 35. Notices required between the parties shall be deemed to have been
8 given when mailed to the respective addresses set out below, first class postage
9 fully prepaid thereon.

10 To DEPARTMENT: Department of Navigation and Ocean Development
11 Room 1336, Resources Building
12 1416 Ninth Street
13 Sacramento, California 95814

14 To APPLICANT: City Manager
15 City of Benicia, City Hall
16 250 East "L" Street
17 Benicia, California 94510

18 STATE OF CALIFORNIA
19 DEPARTMENT OF NAVIGATION AND
OCEAN DEVELOPMENT

CITY OF BENICIA

By *Margaret C. Mercado*

Rv *Larry J. Powell*

DEPARTMENT OF NAVIGATION AND OCEAN DEVELOPMENT

CONTRACT # 6-21-23 with CITY OF BENICIA

APPROPRIATION DATA CH. 320/76, ITEM 258(a) F.Y. 1976-77

FUND HARBORS AND WATERCRAFT REVOLVING FUND

Line Item Allotment LOAN

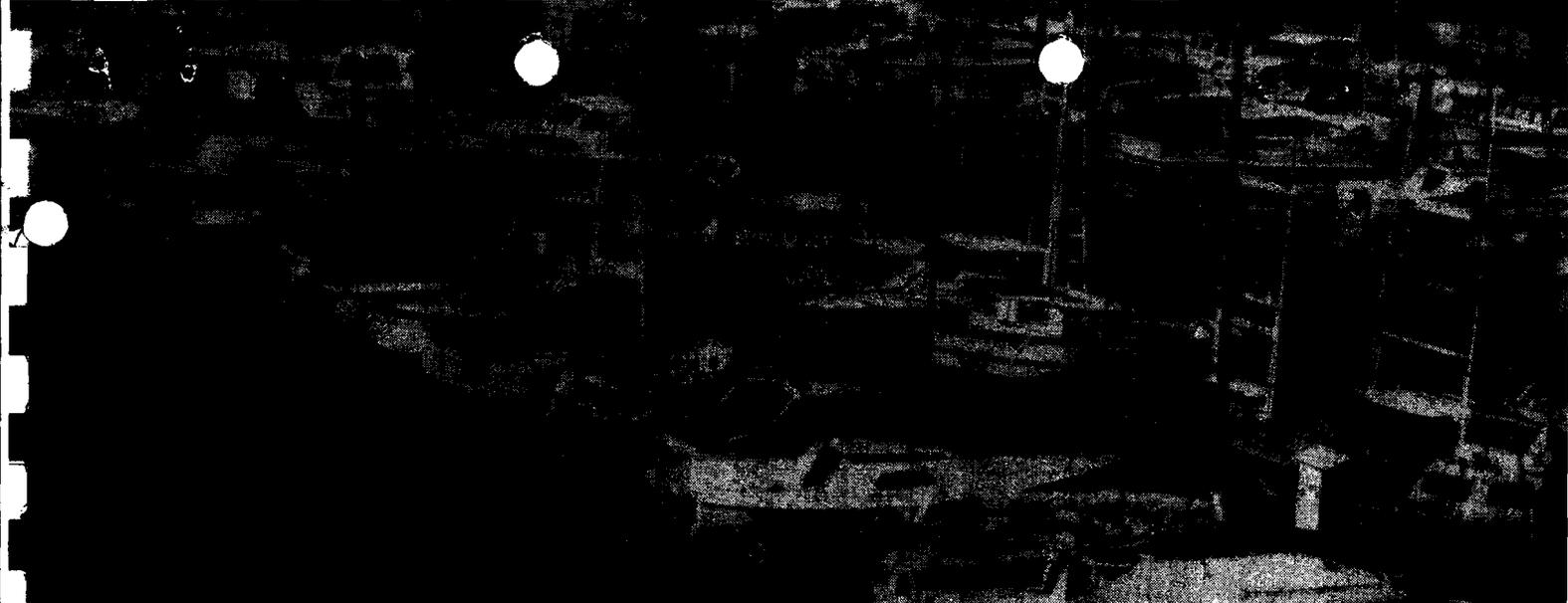
Amount of this estimate \$ 500,000.00

Unencumbered Balance after posting this estimate \$

I certify upon my own personal knowledge that budgeted funds are available
for the period and purpose of the expenditure stated above.

8/12/76
Date

Arthur J. Lee
Accounting Officer



Benicia Marina

FEASIBILITY REPORT
JULY, 1976

State of California
The Resources Agency
DEPARTMENT OF NAVIGATION AND OCEAN DEVELOPMENT

DEPARTMENT OF NAVIGATION AND OCEAN DEVELOPMENT1416 NINTH STREET
SACRAMENTO, CALIFORNIA 95814

July 1976

Members

Navigation and Ocean Development Commission

This report is an analysis of the feasibility of a new marina located within the City of Benicia, Solano County. The proposed marina, discussed in this report, consists of a new basin, entrance channel and breakwater, 309 berths, utilities, parking areas, restrooms and landscaping.

Total project cost is estimated at \$3,867,000 of which \$500,000 has been included in the Department of Navigation and Ocean Development's budget for 1976-77 fiscal year. It is anticipated that \$1,000,000 will be included in the 1977-78 budget and the remaining \$2,367,000 will be included in the 1978-79 budget. The source of loan funds is the Harbors and Watercraft Revolving Fund. An environmental impact report was prepared and reviewed by all concerned agencies and a final environmental impact report has been submitted to the State Clearinghouse.

The Department of Navigation and Ocean Development finds the project to be engineeringly and financially feasible and economically justified by a benefit-cost ratio of 1.64 to 1.00 and recommends that the Navigation and Ocean Development Commission consent to the \$500,000 state loan for the 1976-77 fiscal year to the City of Benicia.


MARTY MERCADO
Director

Attachment

TABLE OF CONTENTS

	<u>Page</u>
Letter of Transmittal	i
General Description	1
Engineering Considerations.	3
Access	3
Water Body Data.	3
Site Description	4
Proposed Project	5
Land Uses Related to Project	7
Storm Water Runoff	8
Estimated Cost	9
Economic Considerations	10
Recreational Season.	10
Recreational Demand Analysis	11
Unit Recreational Value.	12
Project Benefits	12
Proposed Loans	13
Total Costs.	14
Benefit-Cost Ratio	14
Table 1 - Determination of Benefits	15
Table 2 - Determination of Costs.	16
Financial Considerations.	17
Financial Feasibility.	17
Berthing	18
Miscellaneous Revenues	18
Boat Locker Rental	18
Fuel Dock.	19
Transient Berthing	19
Concessions.	19
Costs.	19
Table 3 - Financial Analysis.	20
Table 4 - Berth Rates	21
Project Location Map.	Plate I
Project Layout.	Plate II
Legal Description	Plate III

GENERAL DESCRIPTION

The proposed site of the marina is located on the northern shoreline of the Carquinez Straits within the city limits of Benicia. The Carquinez Straits is a deep-water passageway between San Pablo Bay and Suisun Bay situated at the north end of San Francisco Bay about 25 miles northeast of the City of San Francisco. The shoreline to the south of the Straits is hilly. The shoreline to the north of the Straits is uneven at Benicia, creating a number of pleasant bays.

Benicia is one of the most historic areas in California, being the first capitol of the State. In the early days all land travel from the north and east stopped here and Benicia came into existence and grew because of its location on the water as a port.

The Benicia area has a mild climate with cool, wet winters and warm, dry summers. The marina will be located on some 130 acres of waterfront land just east of First Street, the principal commercial thoroughfare of the city. The land is presently undeveloped and covered with shrubbery and native grasses. There are several buildings adjacent to First Street. An abandoned railroad track bed bisects the property parallel to the shore. A considerable amount of rotting piling, boat hulls, partially collapsed buildings and piers litter the shoreline. An existing mobile home park borders the north side of the site. The U. S. Coast Guard maintains a two-boat search and rescue base at the foot of East Fifth Street, just to the east of the site.

Direct freeway routes link Benicia with nearby communities and the remainder of the San Francisco Bay Area. On and off ramps at East

Second Street and at East Fifth Street in Benicia provide access from the freeways to the proposed site. Carquinez Straits connects with the boating and sportsfishing waters of San Pablo Bay and Suisun Bay. Twenty miles upstream is the entrance of the Sacramento-San Joaquin Delta region with hundreds of miles of navigable channels.

The marina will be a major part of a waterfront development plan which will encompass the entire shoreline of the City of Benicia. Other elements of the plan will include shoreline parks, wildlife refuge, restaurants and commercial facilities. Commercial outlets on First Street and downtown Benicia are complementary to those planned at the marina, and, therefore, traffic attracted to the marina will benefit downtown Benicia. Both downtown Benicia and the marina would benefit from an upgrading of the First Street area's older commercial structures and the development of new commercial structures on vacant land.

ENGINEERING CONSIDERATIONS

Access

Automobile access into the marina will be by an access road just north of the marina basin linking East Second and East Fifth Streets. Both streets lead to Interstate 680 Freeway, about one mile north of the site, which connects into Interstate 80.

Water access to the marina will be a deep water entrance channel from the Carquinez Straits. To the east of the Straits is Suisun Bay and the Sacramento Delta. To the west is San Pablo Bay and San Francisco Bay beyond.

Water Body Data

The Carquinez Straits is about one mile wide, eight miles long, and flows westerly into San Pablo Bay. Prevailing winds are from the west and northwest. Strong currents are well known in the Straits and produce significant countercurrents or eddies along the shorelines and shallow tidal lands.

Heavy sedimentation occurs along the Straits with the waterfronts on either side at Martinez (across from Benicia) and Benicia having a history of rapid filling following dredging. For example, in 1927 the waterfront at Martinez was dredged to -24 feet and refilled with silt in 18 months. The ebb and flood cycle that constantly takes place in the silt laden Straits along with the continuous mixing of saline water from San Francisco Bay and fresh water from the Sacramento and San Joaquin Rivers causes large concentrations of silt to become suspended and then deposited along the shores. It is possible to

control the deposition of the silt by means of a watertight breakwater at the entrance to the marina. The breakwater can be extended in the Straits a determined distance from the shoreline so that at this distance a minimum water depth at the expected lowest tide will be maintained at the breakwater. Above this minimum water depth, near-surface waters will contain the least amount of suspended sediment.

The major causes of wave action are local winds and ship wakes. Summer winds, usually from the west, cause waves from 1 to 3 feet high, and during ebb tides the currents act against the waves and become quite steep. Waves of this magnitude which are of common occurrence to other marinas have posed no problems to them. With the installation of the breakwater at this marina, wave action will also pose no problem. Storms occur generally in the fall and winter and, due to the longer fetch to the east, maximum wave heights are associated with east winds. Tides of +6 feet (MLLW) are common at the site. Extreme tides of +9 feet and -1.5 feet may occur on rare occasions.

Site Description

The marina will occupy land that is typical of many square miles fringing San Francisco Bay. Beneath the site the material is a fine silt and clay with layers of peat and bay mud. This material is weak and compressible and varies in thickness from 0 to 110 feet in depth. Therefore, the problem of settlement in filled areas and the stability of slopes along the shoreline must be considered in the design of the proposed facilities. Seismic activity in the Benicia area has been slight in the past 50 years. Prior to this time earthquakes in the area have caused extensive damage. No active faults are known to exist at the site.

The site is presently subject to minor flooding during high storm water runoff combined with high tides. There is an existing 60" storm drain line running through the property. There are existing sanitary sewer lines in East Second Street and in the trailer park north of the site. A sanitary sewer treatment plant is located just east of East Fifth Street. Both lines are readily accessible.

Proposed Project

The proposed marina will consist of a small craft harbor, a breakwater, a deep water entrance channel, parking area, fuel dock with overnight berthing, Coast Guard Service, sanitary facilities, landscaping and utilities. The following is a description of each.

Harbor - The harbor is to be constructed by excavating a basin in the land near the shore between East Second Street and East Fifth Street and connecting the harbor to the Carquinez Straits by excavating a deep water channel. Approximately 230,000 cubic yards will be excavated. The spoils area for the excavation is located in two deep ravines about 1-1/2 miles north of Freeway 680 on Second Street, 4 miles north of the site. The harbor will accommodate 309 berths including 100 covered berths and will cover an area of 13 acres. The construction of the berths is planned in two stages. The first will consist of 197 berths, the second will consist of 112 berths several years later.

There will be provisions for overnight berthing and temporary tie-ups for people wishing to use the restaurants and other facilities within the waterfront development plan. A dock will also be provided for fuel, oil and pumpout facilities and will be located at the entrance

of the harbor. The harbormaster's office will be in a building adjacent to the dock.

Entrance Channel - The entrance to the marina will be a deep water channel that is perpendicular to the shore entering the basin on the southwest corner. This entrance location provides the shortest distance from the shore to deep water in the Carquinez Straits. Dredging will be required for the construction of the channel. The rate of shoaling within the basin and the entrance channel is expected to be about 0.5 feet per year. This amounts to 15,000 cubic yards. At this rate it is expected that dredging of the basin and channel will be required every 4 to 6 years. The dredging spoils will be disposed of in either an approved area in the Carquinez Straits or at the Alcatraz Island disposal area.

Breakwater - The deep water channel will be encompassed by a sheet pile breakwater system 860 feet in length with a 60 feet wide opening in the breakwater located 350 feet offshore directly in front of the channel. The distance to the breakwater from the shoreline was determined so as to maintain a ten foot minimum water depth at the expected lowest tide. Above this minimum water depth during rising tide, near-surface waters contain the least amount of suspended sediment. The sheet piling walls will be tight to prevent sediment-laden waters from entering.

Parking Areas - Parking areas will be filled to an elevation of +10 (MLLW) and will accommodate 237 cars. The areas will be adjacent to the marina for easy access to the berths, will be graded and paved with asphalt concrete, striped for individual parking and will be adequately lighted.

Sanitary Facilities - Existing sanitary sewer lines and sewage treatment plant are located adjacent to the site and are readily accessible. Complete restroom facilities will be located near the parking areas and close to gangways leading to the berths.

Land Uses Related to Marina

The City of Benicia desires the following land uses in the immediate vicinity of the marina: Sea Scout facility, boat repair yard, yacht sales and ship chandlery. In addition to the above, space has been provided for the U. S. Coast Guard. The above uses were sited to minimize the land area they would require and in addition, to facilitate public exposure if necessary.

The marina basin will be designed to provide a haul out facility and ramp at the east end and the boat yard will be located nearby. The area to the west of the basin (approximately 14 acres) will be developed into commercial uses.

A site of approximately 2,500 square feet has been provided for a building for the U.S. Coast Guard. In addition, twelve parking places, as well as an open area immediately adjacent to the large parking lot are provided for their use. The Coast Guard dock will be of sufficient length for the mooring of two vessels.

If the Coast Guard does not elect to locate in this marina, the area reserved for them can be used for parking and additional public berths.

Storm Water Runoff

One of the major concerns that has come up on this project during the planning process is the potential problem of a "dead water basin". Therefore, steps will be taken to avoid contamination of the basin and also to insure that the basin water is circulated on a continuous basis.

The project site is currently subject to minor floods when high storm water runoffs occur during high tides. Such runoff could possibly contribute to stagnation of the basin through the inflow of various organic materials that tend to nourish marine growth in quiet water areas. Therefore, the topography of the area will be engineered to drain all storm waters away from the basin and directly into Carquinez Strait. To help accomplish this, all surface areas will be properly graded to utilize both surface and underground drainage features. For example, an existing 60" storm drain that presently runs through the project site will be modified to receive additional runoff and will be relocated approximately 300 feet west of the proposed project.

To insure circulation within the basin itself, a small pump and filter system will be constructed which will draw water directly out of the southeast area of the basin, filter it, and return it directly to the Carquinez Straits upstream of the breakwater. This system will pump water at rates varying from 1 to 5 cubic feet per second (cfs) and is considered to be adequate to keep the basin "fresh". It is feared that a larger flow would draw unnecessarily large volumes of water in through the breakwater entrance and increase the potential for siltation occurring in the entrance channel. The filter will be necessary to insure that the water being returned to the Straits will be of a higher quality than that taken from the basin, thereby resolving any questions that may arise regarding water quality.

Total Cost Estimate

Harbor	\$ 862,000
Breakwater	500,000
Berths (309)	740,000
Berth Covers	250,000
Fuel Dock, Harbormaster Building, U.S. Coast Guard Dock	110,000
Sanitary Sewer System (including Restroom facilities)	110,000
Storm Drain Facility	200,000
Water System	70,000
Landscaping	65,000
Parking Lots and Walks	300,000
Miscellaneous Utilities	<u>50,000</u>
	\$3,257,000
Contingencies & Engineering Costs	<u>610,000</u>
TOTAL	\$3,867,000

In summary, it appears that there are no particular engineering design or construction problems that are not within the scope of normal practice. It is therefore concluded that the Benicia Marina project is engineeringly feasible.

ECONOMIC CONSIDERATIONS

The accepted criterion of economic efficiency used in determining the desirability of supplying a public good is the benefit-cost analysis. This test computes the benefits and costs of a proposed project.

Unit recreational benefits are the value of the recreation experience accruing to beneficiaries as a result of the construction of a particular project. To measure the benefits attributable to the proposed project, the number of recreational days creditable to the launching ramp and the value of the unit recreational benefits must be determined.

A typical public project generates streams of costs and benefits extending over a period of time. For meaningful comparison purposes, the streams of benefits and costs must be reduced to a common denominator. To this end, the present values of the stream of benefits and the stream of costs are computed. The benefit-cost ratio is the ratio of these two present values. The benefit-cost ratio must be greater than unity before public investment in a project is justified.

Recreational Season

The Benicia area has a mild climate, with cool, wet winters and warm, dry summers. Average annual rainfall is approximately 19 inches, most of which falls between the months of November and April. Average temperature is about 69° in summer and 51° in winter. The stormy season lasts from November through March.

Recreational Demand Analysis

An analysis of regional recreational boating demand for berthing shows a demand for several hundred berths at the proposed marina when constructed and in operation. Berth construction at the marina is planned in steps to conform to predicted demand. The marina will be constructed in two stages. Stage I will consist of the construction of 197 berths. Stage II will contain the remainder of 112 berths. The needs of transient boaters are also a part of the overall demand for berthing and the marina design will take this into consideration.

Primary market area of the marina will include the nearby communities in Solano, Napa and Contra Costa Counties. Approximately 75% of the total demand will originate from these counties; the expected population growth of the three-county area is from 874,000 to 939,400 between 1975 to 1980. This is one of the high growth areas of the state.

Most private marinas in the Carquinez Straits and the Sacramento Delta Areas have occupancy rates in excess of 95% and have waiting lists for the popular berth sizes.

The boat fleet at the Martinez Marina provides a sample of berth lengths that may also be expected at the Benicia Marina.

Covered berthing is in high demand in the Carquinez Straits area; therefore, one-third of the berths at the Benicia Marina will be covered.

The following table gives a berth length distribution which can be expected at the Benicia Marina.

<u>Length of Berths</u>	<u>Total</u>
22'	88
27'	146
32'	60
37'	10
42'	<u>5</u>
	309

Unit Recreational Value

This is a value either assigned to or developed for each project. Recreation originating from harbor projects developed with state funds fall into a class where values are assigned. This is a class where recreation is limited to those activities for which opportunities are rather scarce, intensity of use is rather low, and which involves a large personal expense by the user. The Department of Navigation and Ocean Development has assigned a value of \$8.32 per visitor day which is used in the evaluation of the Benicia Marina project.

Project Benefits

Annual recreation benefits for each year are computed according to the following equation:

$$\text{Benefits} = \text{number of boats berthed in the marina}^{(1)} \times 54 \text{ days used per year}^{(2)} \times 4 \text{ persons per boat}^{(3)} \times \$8.32 \text{ per person per day.}^{(4)}$$

Operation and maintenance costs will amount to \$90,000 annually beginning the fifth year with lower costs the third and fourth years. This will include salaries for the harbormaster, dredge expense, insurance and various miscellaneous expenses.

Proposed Loans

The total proposed loan will amount to \$3,867,000: the first loan will be for \$500,000 in Fiscal Year 1976-77; the second loan will be for \$1,000,000 in 1977-78; the balance of the total loan will be \$2,367,000 in 1978-79. The required payments of each loan will begin four years after the issuance of each loan and will terminate 30 years following each issuance. Table 3 shows the amount of each repayment. Table 3 also shows the annual revenue, the annual costs, and accumulated surplus of revenue at the end of each fiscal year. Since there will be a surplus of revenue throughout the life of the project, it is therefore concluded that the proposed loan of \$3,867,000 to the City of Benicia to construct the marina is financially feasible.

Total Costs

In addition to the capital cost, which is phased over a 4-year period, the Benicia Marina will require annual operation and maintenance. The City of Benicia will maintain and operate the boating facility at an estimated annual cost of \$90,000. The total present worth of capital and operating costs is estimated at \$5,002,440. Details of the determination of Present Worth of Costs of the project are presented in Table 2.

Benefit-Cost Ratio

The benefit-cost ratio is determined by the total present worth of benefits shown in Table 1 (\$8,198,960) divided by the total present worth of costs shown on Table 2, (\$5,002,440). The resulting benefit-cost ratio is 1.64 to 1.00. The construction of the marina is, therefore, economically justified.

Table 1

Determination of Present Worth of Benefits
Attributable to the Benicia Marina

Fiscal Year	Boater Benefits				Transient Boater Benefit ^{5/}	Present Worth	
	Number of Berths ^{1/}	Total Boat Days ^{2/}	Total User Days ^{3/}	Total Benefits ^{4/}		Factor @ 4%	Benefits
1976-77	-0-					1.00	-0-
77-78	Under Const.					.96	-0-
78-79	109	5,900	23,600	196,300	14,000	.92	193,480
79-80	164	8,850	35,400	294,530	18,600	.88	275,550
1980-81	294	15,876	63,504	528,350	23,000	.84	463,130
81-82	↓	↓	↓	↓	↓	.80	441,080
82-83	↓	↓	↓	↓	↓	.77	424,540
83-84	↓	↓	↓	↓	↓	.73	402,490
84-85	↓	↓	↓	↓	↓	.70	385,950
85-86	↓	↓	↓	↓	↓	.67	369,400
86-87	↓	↓	↓	↓	↓	.64	352,860
87-88	↓	↓	↓	↓	↓	.62	341,840
88-89	↓	↓	↓	↓	↓	.59	325,300
89-90	↓	↓	↓	↓	↓	.56	308,760
1990-91	↓	↓	↓	↓	↓	.54	297,730
91-92	↓	↓	↓	↓	↓	.52	286,700
92-93	↓	↓	↓	↓	↓	.49	270,160
93-94	↓	↓	↓	↓	↓	.47	259,130
94-95	↓	↓	↓	↓	↓	.45	248,110
95-96	↓	↓	↓	↓	↓	.43	237,080
96-97	↓	↓	↓	↓	↓	.41	226,050
97-98	↓	↓	↓	↓	↓	.40	220,540
98-99	↓	↓	↓	↓	↓	.38	209,510
99-00	↓	↓	↓	↓	↓	.36	198,490
2000-01	↓	↓	↓	↓	↓	.35	192,970
01-02	↓	↓	↓	↓	↓	.33	181,950
02-03	↓	↓	↓	↓	↓	.32	176,430
03-04	↓	↓	↓	↓	↓	.30	165,410
04-05	↓	↓	↓	↓	↓	.29	159,890
05-06	↓	↓	↓	↓	↓	.28	154,380
06-07	↓	↓	↓	↓	↓	.27	148,860
07-08	↓	↓	↓	↓	↓	.26	143,350
08-09	294	15,876	63,504	528,350	23,000	.25	137,840

Total Present Worth of Benefits

\$8,198,960

^{1/} Assumes 95% occupancy after four years.

^{2/} Average boat use per year estimated to equal 54 days (Boating Resources Development Planning Study, October 1973)

^{3/} Assumes average party of 4 per boat.

^{4/} Based on user day benefits of \$8.32 (1975 prices).

^{5/} Based on 700 boaters annually.

Table 2

Determination of Present Worth of Costs
Attributable to the Benicia Marina

Fiscal Year	Capital Costs			Present Worth	
	Stage I	Stage II	Maintenance & Operations	Factor @ 4½%	Cost
1976-77	500,000			1.00	\$ 500,000
77-78	1,000,000			.96	960,000
78-79	2,088,000	279,000	45,000	.92	2,219,040
79-80			70,000	.88	61,600
1980-81			90,000	.84	75,600
81-82				.80	72,000
82-83				.77	69,300
83-84				.73	65,700
84-85				.70	63,000
85-86				.67	60,300
86-87				.64	57,600
87-88				.62	55,800
88-89				.59	53,100
89-90				.56	50,400
1990-91				.54	48,600
91-92				.52	46,800
92-93				.49	44,100
93-94				.47	42,300
94-95				.45	40,500
95-96				.43	38,700
96-97				.41	36,900
97-98				.40	36,000
98-99				.38	34,200
99-00				.36	32,400
2000-01				.35	31,500
01-02				.33	29,700
02-03				.32	28,800
03-04				.30	27,000
04-05				.29	26,100
05-06				.28	25,200
06-07				.27	24,300
07-08				.26	23,400
08-09			90,000	.25	22,500

Total Present Worth of Costs

\$5,002,440

FINANCIAL CONSIDERATIONS

Financial Feasibility

A project is financially feasible if: (1) sufficient capital is available to finance construction to completion; (2) users are able and willing to pay anticipated berthing charges; and (3) estimated annual revenues are sufficient to cover total annual costs on a year-to-year basis. These items, as they relate to the Benicia Marina project, are discussed more fully below.

1. Sufficient Capital - Based on data provided by the City of Benicia, the estimated cost of the project will amount to \$3,867,000. The funds will be provided by the state. The proposed 1976-77 Fiscal Year funding of \$500,000 will include developing plans and specifications for the project and acquiring necessary construction permits.
2. Ability of User to Pay - In estimating rental income, berthing rates have been anticipated for future years which would be well within the range of rates used in other parts of California in those years. (See Table 4)
3. Annual Revenue and Costs - One of the more important tests of financial feasibility of a project is whether there is sufficient cash flow from the harbor operation to pay harbor expenses as they occur on an annual basis, including the repayment of the proposed \$3,867,000 state loan. The sole collateral for the state loan is the revenue to be generated within the project. In ascertaining

the adequacy of revenue to meet the costs of operation/maintenance and loan repayment, estimates reflecting realistic sales volumes based on market potentials and income from prior years were determined. It is assumed that revenues from all sources within the project areas will be committed to repayment of the loan.

The estimated revenues accruing to the marina account by berthing and concession activities are as follows:

Berthing

Annual revenues generated by berthing rentals are shown on Table 3. During the third project year, following construction of Stage I berthing consisting of 197 berths, a projected 60% occupancy rate will generate \$77,700. In the fourth project year with the completion of 197 berths and the additional 112 berths in Stage II development, an overall occupancy rate of 80% is forecast yielding \$115,300 in revenue. A 95% occupancy rate is forecast during the fifth project year and thereafter with an increase in berth rates after the fifth project year. Table 4 indicates estimated occupancy of the type of berths, the lineal feet of berths with the rental rates per foot per month and the annual revenue from berth rentals.

Miscellaneous Revenues

These revenues include boat locker rentals, fuel dock service, transient berthing and miscellaneous harbor services.

Miscellaneous revenues from the above items total \$32,000 annually.

Concessions

Revenue from ground lease of parcels at the marina for commercial facilities is estimated at \$92,000 at full potential at the seventh project year. The table below shows the type of business to be located at the marina with the potential annual revenue to be obtained from each.

	<u>Annual Revenue</u>
Bait and Tackle, S.P. Depot/Gallery Chandlery, Sea Scouts Yacht Club, Repair Yard, Repair Shop, Boat Sales	\$22,000
Restaurant	30,000
Restaurant	25,000
Small Shopping Village	15,000

For purposes of this report the most conservative assumptions regarding the cost of administering, operating, and maintaining the Benicia Marina have been employed. (See Table 3.)

The total cost of operating marinas varies depending upon the method of operation. For example, some public marinas are administered with existing city staff and thereby only operation costs are charged against the marina account. Others may use the staff of their parks and recreation department to maintain the ground areas. The City of Benicia may want to reduce its dependence upon large concession activities for loan repayment by taking measures such as utilizing existing staff. Other means are also available to the city but this analysis assumed project feasibility based on income and expenditure generated solely within the marina.

Table 3

Financial Analysis
Annual Revenue and Cost
Benicia Marina Project

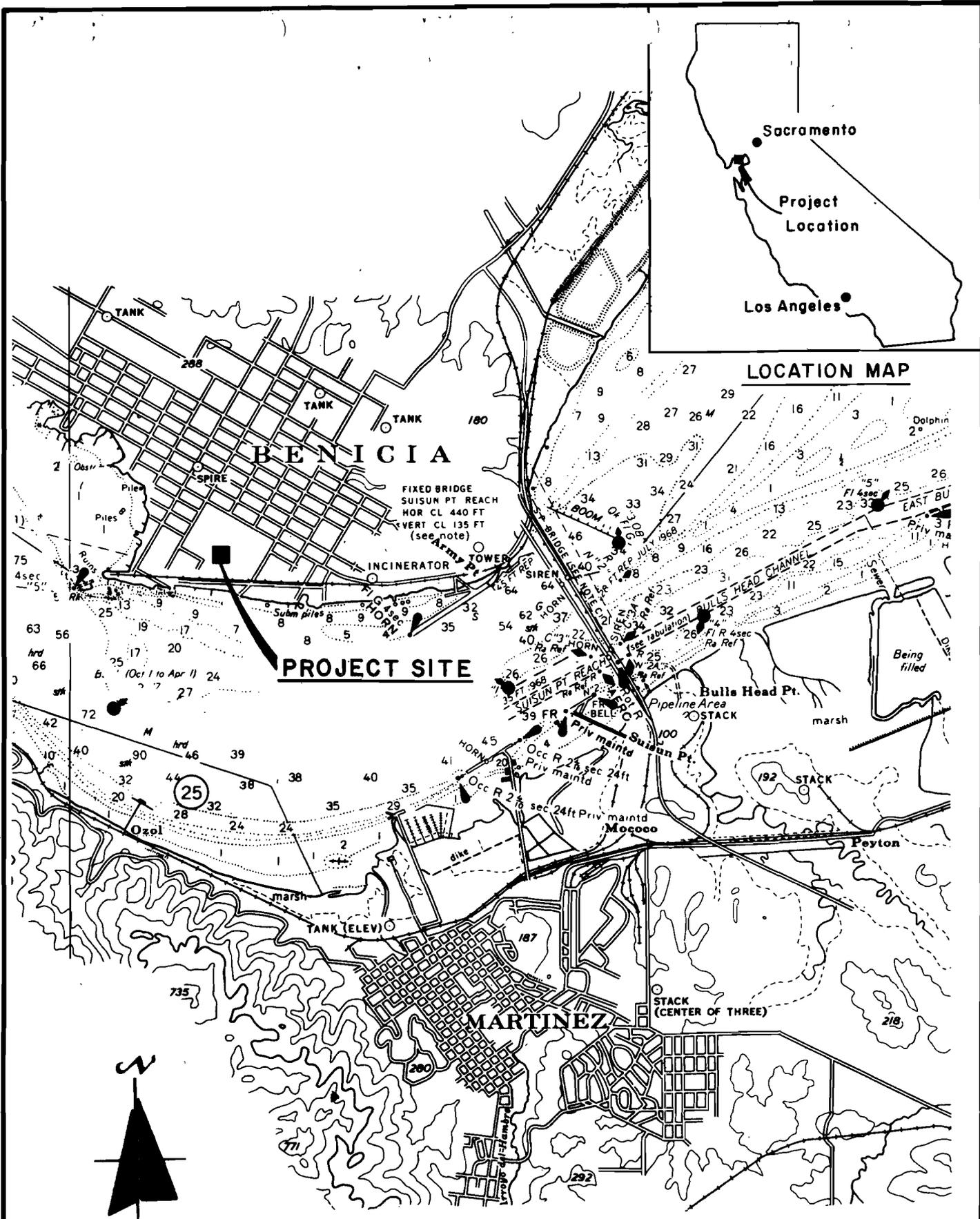
Fiscal Year	REVENUE				COSTS					Annual Surplus or (Deficit)	Accum. Surplus or (Deficit)
	Berths	Miscellaneous	Concession	Total Revenue	Admin. Oper. Maint.	Payments			Total Costs		
						Loan 1	Loan 2	Loan 3			
1976-77	-0-										
77-78	-0-										
78-79	77,700	17,100	4,700	99,500	45,000	-0-			45,000	54,500	54,500
79-80	115,300	26,800	26,800	168,900	70,000	-0-			70,000	98,900	153,400
1980-81	190,200	32,000	46,800	269,000	90,000	38,500	-0-	-0-	128,500	140,500	293,900
81-82	220,600		71,800	324,400					205,500	118,900	412,800
82-83			92,000	344,600			77,000	-0-	388,500	(43,900)	368,900
83-84										(43,900)	325,000
84-85	231,800			355,800						(32,700)	292,300
85-86										(32,700)	259,600
86-87	255,700			379,700						(8,800)	250,800
87-88											242,000
88-89											233,200
89-90											224,400
1990-91											215,600
91-92											206,800
92-93											198,000
93-94											189,200
94-95											180,400
95-96											171,600
96-97											162,800
97-98											154,000
98-99											145,200
99-00											136,400
2000-01											127,600
01-02											118,800
02-03											110,000
03-04											101,200
04-05											92,400
05-06											83,600
06-07											74,800
07-08						38,500			388,500	(8,800)	104,500
08-09	255,700	32,000	92,000	379,700	90,000		77,000		350,000	29,700	211,200
								183,000	273,000	106,700	

Table 4

Berth Rates
Benicia Marina

Fiscal Year	Open Berths		Covered Berths		Monthly Revenue	Annual Revenue
	Lineal Ft. of Berths	Rate per ^{1/} Lineal Ft./Mo.	Lineal Ft. of Berths	Rate per ^{1/} Lineal Ft./Mo.		
1976-77	-0-		-0-			-0-
77-78	-0-		-0-			-0-
78-79	2,066	\$1.85	1,184	\$2.25	\$ 6,475	\$77,700
79-80	3,100		1,722		9,610	153,000
1980-81	5,166		2,798		15,853	190,240
81-82		2.15		2.60	18,382	220,580
82-83						
83-84						
84-85		2.25		2.75	19,318	231,820
85-86						
86-87		2.50		3.00	21,309	255,710
87-88						
88-89						
...						
...						
2008-09		2.50		3.00	21,309	255,710

^{1/} The berthing rates listed above are the minimum rates that must be charged by the City of Benicia to meet the requirements of Section 71.8 of the Harbors and Navigation Code; however, the rates may require an upward adjustment to insure repayment of the State loan. Further, the City of Benicia must maintain berthing rental rates which are comparable to those charged at privately operated marinas in the same market area.



LOCATION MAP

PROJECT SITE

PLATE I

DSG. BY:
DWN. BY:
CKD. BY:
SCALE
DATE
APP.

STATE OF CALIFORNIA	RESOURCES AGENCY
BOATING FACILITIES	
BENICIA MARINA	

REV. NO.
DWG. NO.
SHEET NO.
OF

Department of Navigation
DND
 and Ocean Development

BENICIA MARINA

LEGAL DESCRIPTION

The land referred to herein is described as follows:

All that real property in the City of Benicia, County of Solano, State of California, described as follows:

Parcel One:

All of Parcels 2, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 17 as shown on the Parcel Map filed in Book 3 of Parcel Maps, at Page 29, Solano County records.

Excepting and Reserving From those portions of the land conveyed in the deed from Southern Pacific Company to the City of Benicia, dated December 15, 1959, recorded March 30, 1960 in Book 1021 of Official Records, at Page 195, Instrument No. 6168, lying within Parcel One above, the exclusive right to all of the minerals and mineral ores of every kind and character now known to exist or hereafter discovered upon within or underlying those portions of the land conveyed in said deed, or that may be produced therefrom including, without limiting the generality of the foregoing, all petroleum, oil, natural gas and other hydrocarbon substances and products derived therefrom, together with the exclusive and perpetual right of ingress and egress beneath the surface of said land to explore for, extract, mine and remove the same, and to make such use of the said land beneath the surface as is necessary or useful in connection therewith, which use may include lateral or slant drilling, boring, digging, or sinking of wells, shafts, or tunnels, but not including the right to use the surface of said land in the exercise of any of said rights nor to disturb the surface of said land or any improvements thereon, as excepted and reserved by Southern Pacific Company, a corporation, in the quit claim deed from said Southern Pacific Company to the City of Benicia dated December 15, 1959 and recorded March 30, 1960 in Book 1021 of Official Records, Page 195, Instrument No. 6168.

Parcel Two:

All of Parcel 1-B as shown on the Parcel Map filed in Book 6 of Parcel Maps, at Page 1, Solano County records:

Excepting and Reserving From those portions of the land conveyed in the deed from Southern Pacific Company to the City of Benicia, dated December 15, 1959, recorded March 30, 1960 in Book 1021 of Official Records, at Page 195, Instrument No. 6168, lying within parcel one above, the exclusive right to all of the minerals and mineral ores of every kind and character now known to exist or hereafter discovered upon within or underlying those portions of the land conveyed in said deed, or that may be produced therefrom including, without limiting the generality of the foregoing, all petroleum, oil, natural gas and other

hydrocarbon substances and products derived therefrom, together with the exclusive and perpetual right of ingress and egress beneath the surface of said land to explore for, extract, mine and remove the same, and to make such use of the said land beneath the surface as is necessary or useful in connection therewith, which use may include lateral or slant drilling, boring, digging, or sinking of wells, shafts, or tunnels, but not including the right to use the surface of said land in the exercise of any of said rights nor to disturb the surface of said land or any improvements thereon, as excepted and reserved by Southern Pacific Company, a corporation, in the quit claim deed from said Southern Pacific Company to the City of Benicia dated December 15, 1959 and recorded March 30, 1960 in Book 1021 of Official Records, Page 195, Instrument No. 6168.

Also Excepting From Parcel Two a 7.00 foot wide strip adjacent to the southwesterly line of Lot 13, Block 12, City of Benicia, California, said strip extending the length of said Lot 13 and being 7.00 feet wide and 150.12 feet in length.

Parcel Three:

All of Lot 9, the west half (front and rear measurements) of Lot 10, and the alley in the southerly half of Block 1, lying and being between lots 9 and 13 in Block 1, of the City of Benicia, according to the official map thereof, filed in the office of the County Recorder of Solano County, California, in Book 1 of Maps, at Page 123.

Parcel Four:

All that portion of Lot 8, lying easterly of the easterly line of First Street, southerly of the southerly line of A street and northerly of the northerly right of way line of the property shown as "Southern Pacific Co. (67 Deed 3)" on the Parcel Map filed in Book 3 of Parcel Maps, at Page 29, Solano County Records, said Lot 8 being in Block 1 of the City of Benicia, according to the official map thereof, filed in the Office of the County Recorder of Solano County, California, in Book 1 of Maps, at Page 123.

Parcel Five:

All of that portion of the property shown as "Southern Pacific Co. (67 Deed 3)" on the Parcel Map filed in Book 3 of Parcel Maps, at Page 29, Solano County Records, that lies westerly of the westerly line of East Fifth Street and easterly of the westerly line of West Third Street.

Excepting Therefrom any portion lying within the rights of ways of the streets or alleys of the City of Benicia.



NO SCALE

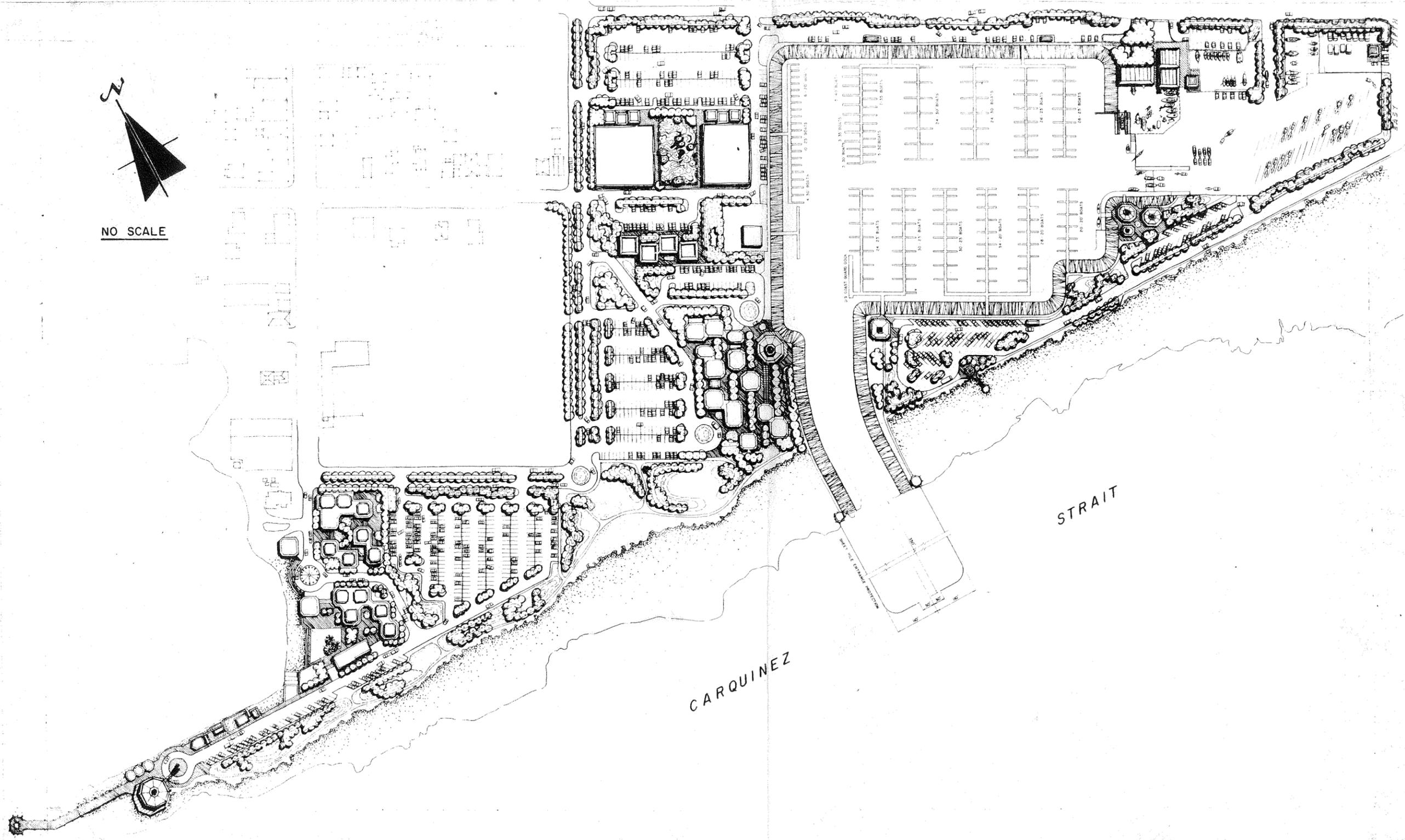


PLATE II

Department of Navigation
DND
and Ocean Development

DESIGNED BY:	
DRAWN BY:	
CHECKED BY:	
DATE	
BY	
REVISION	
DATE	
APP. SUPERVISOR	
DATE	
APP. DIVISION CHIEF	
DATE	

STATE OF CALIFORNIA
BOATING FACILITIES DIVISION
RESOURCES AGENCY DIVISION
BENICIA MARINA

DATE
DRAWING NUMBER
SHEET NUMBER
OF