



Date: July 21, 2011

TO: Mayor and Members of the City Council

FROM: Phil Batchelor, City Manager *PB*
Craig Whittom, Assistant City Manager *CW*
Claudia Quintana, Assistant City Attorney *CQ*

SUBJECT: APPROVAL OF A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE 1) DEED OF CONSERVATION AND CULTURAL EASEMENT; AND 2) MEMORANDUM OF UNDERSTANDING AND SETTLEMENT AGREEMENT BETWEEN THE CITY OF VALLEJO, THE GREATER VALLEJO RECREATION DISTRICT, YOCHA DEHE WINTUN NATION AND THE CORTINA BAND OF WINTUN INDIANS REGARDING GLEN COVE WATERFRONT PARK

RECOMMENDATION

Approve a resolution authorizing the City Manager to execute 1) a Deed of Conservation and Cultural Easement and 2) a Memorandum of Understanding and Settlement Agreement, among and between the City of Vallejo, the Greater Vallejo Recreation District (GVRD), Yocha Dehe Wintun Nation and the Cortina Band of Wintun Indians regarding Glen Cove Waterfront Park.

REASONS FOR RECOMMENDATION

Approving the two agreements provides the best opportunity to the City of Vallejo for the resolution of the current dispute and the completion by GVRD of revised improvements to the park in a manner that is acceptable to the Most Likely Descendants of the tribes described above.

FISCAL IMPACT

The property is subject to the Master Lease between the City of Vallejo and GVRD. GVRD is responsible for capital improvements and maintenance of this property. The General Fund is not impacted by this project. The transactions will result in the receipt of \$100,000 to the City.

BACKGROUND

The Glen Cove Waterfront Park is located at the end of White Sides Drive, in the Glen Cove area of Vallejo. The site is leased to GVRD under the City's Master Lease

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Agreement (Appendix VI executed November 25, 1985). In 1988, the GVRD prepared a Master Plan for Glen Cove Park.

During 2006-2007, GVRD, as lead agency in this project, prepared an Environmental Impact report (EIR) for the project. The Draft EIR articulated two project objectives, which were to be balanced in its Project Description: 1) To recognize and protect an important indigenous settlement and burial site; and 2) to implement a public waterfront open space park for low impact recreational activities. The EIR may be accessed via the GVRD website: <http://www.gvrd.org/PDFs/masterplan/GlenCoveFinalEIR0907.pdf>

For the last several weeks, the Glen Cove Waterfront Park has been the site of numerous demonstrations, speeches, encampments and various exercises of free speech by various groups and individuals opposed to the project on the basis that the Project negatively impacts the site, and damages Native American cultural values specifically.

The Native American Heritage Commission has identified the Cortina Band of Indians and Yocha Dehe Wintun Nation to serve as the Most Likely Descendants to any deceased Native American human remains which may be found at the site. These tribes had been involved with GVRD, providing input throughout the planning stages of the project.

Nevertheless, the recent encampment at the site and numerous community statements by individuals affiliated with 'Protect Glen Cove' called for a halt or a reduction of the impact of the project on the culturally sensitive area, in an effort to win *additional* protections for the area and prevent what was viewed by some as a desecration of the site due to the planned construction of restrooms and parking lot.

Together with those statements, the City Council also heard and considered during the last few weeks numerous community statements and complaints by individuals who are negatively affected by the encampment itself and its effects on the surrounding residential neighborhood. Additionally the City Council is aware of a long costly planning process that GVRD undertook to plan and deliver a park for the benefit of the entire community.

In an effort to balance and assuage the concerns of all the above groups and individuals, representatives from the City, GVRD and those representatives who have earned federal recognition as the Most Likely Descendants from the Native American Heritage Commission, have met and negotiated a compromise which staff believes fairly addresses the concerns which have been raised.

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The compromise involves the execution of a Cultural and Conservation Easement (see Attachment B) and a Settlement Agreement and Memorandum of Understanding (see Attachment C). The primary purpose of the Cultural and Conservation Easement is to allow the parties to the easement can oversee the sensitive sites that lie within its boundaries. The primary purpose of the Memorandum of Understanding is to define the terms of the agreement between the parties to ensure the development of the Park proceeds in a manner acceptable to all parties.

The compromise involves the execution of a Cultural and Conservation Easement which works together with a Memorandum of Understanding as follows:

1. The Cultural and Conservation Easement

An Easement is a property right which allows one person or group (the Grantees) to use the property in a particular way, without possessing it. This Easement would not affect the current use of the land as a park to be enjoyed by everyone. The Cultural and Conservation Easement would lie over the entire park site, and it would give grantees the rights to:

- Exercise cultural and traditional practices in a manner that does not cause interference to the enjoyment of the Property by the public and surrounding lands by third parties.
- Monitor and help facilitate all parties' compliance with this Conservation & Cultural Easement.
- Study and make scientific observations of the cultural and conservation values of the land.
- Prevent or remedy any condition on the Property or use of the Property that is inconsistent with the Conservation and Cultural Purposes.
- Take all actions reasonably necessary by Grantees to identify, preserve, protect, and monitor in perpetuity the Cultural and Conservation Values.

The easement would also prohibit certain activity on the property:

- Ground-disturbing activity without notification. Consultation is required for major ground-disturbing activity. Emergency actions are exempted.

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- No handling or re-interment of human remains without formal consultation with and approval from Grantees.
- No new construction, excavation, mining, drilling and no development of the Park except for the Glen Cove Waterfront Master Plan as modified by the MOU and Settlement Agreement.
- No motorized vehicles.
- No dumping or salvage.
- No removal, cutting or destruction on the Property of native vegetation, except for regular maintenance and fire hazard abatement. No introduction on the Property of any non-native plant.
- No new roads and trails beyond those identified on the Glen Cove Waterfront Park Master Plan.
- No Cultural Resource Degradation.
- No development of any waters on the Property for commercial or industrial purposes.

2. The Memorandum of Understanding and Settlement Agreement

The main points of the MOU and Settlement Agreement re-define the scope of the project as follows:

- \$100,000 is given to the City as consideration for the Easement.
- The bathrooms will be eliminated.
- The parking lot will be downsized and oriented/relocated to an area where there will be no incursion of sacred sites.
- The trails will be in decomposed granite or gravel.
- Existing paved road around mansion will not be torn up, but rather capped.

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- The dispute is considered resolved as among the parties.

The modifications to the scope of the project do not result in more severe or previously unidentified environmental impacts. It is therefore appropriate to rely on the previously approved EIR for this project. Although the City is not the 'Lead Agency' on the project, either the Lead Agency or any 'Responsible Agency' shall prepare an addendum to the EIR where changes or additions to a project are entertained, but none of the conditions described in section 15162 are present (which would trigger additional CEQA review). As such, the proposed resolution envisions that Council would adopt the following statement and forward the same to GVRD and recommend its inclusion in their environmental record.

Addendum to EIR. The scope of improvements to the Glen Cove Waterfront Master Plan, as modified by the MOU and the Cultural and Conservation Easement would result in the elimination of the bathrooms, a smaller parking lot which would be oriented and relocated to an area where there will be no incursion of sacred sites, and the use of either decomposed granite or gravel on trails, rather than pavement. Extra care on the grading of one portion of the project is envisioned. These modifications result in a less severe environmental impact in the area of cultural resources. No new, additional or more severe environmental impacts in this or any other areas set forth in Appendix G of CEQA Guidelines (Environmental Checklist Form) are foreseeable. None of the conditions described in CEQA guidelines section 15162 have occurred.

CONTACT

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Claudia Quintana, Assistant City Attorney
707-648-4547 or cquintana@ci.vallejo.ca.us

DOCUMENTS ATTACHED

Attachment A	Resolution
Attachment B	Deed of Conservation and Cultural Easement
Attachment C	Memorandum of Understanding between the City of Vallejo, the Greater Vallejo Recreation District (GVRD), Yocha Dehe Wintun Nation and the Cortina Band of Wintun Indians

RESOLUTION NO. N.C. 11-___ N.C.

A RESOLUTION OF THE CITY COUNCIL DIRECTING THE CITY MANAGER TO EXECUTE A CULTURAL AND CONSERVATION EASEMENT AND A MEMORANDUM OF UNDERSTANDING AND SETTLEMENT AGREEMENT AMONG AND BETWEEN THE CITY OF VALLEJO, THE GREATER VALLEJO RECREATION DISTRICT, YOCHA DEHE WINTUN NATION, AND THE CORTINA BAND OF WINTUN INDIANS

BE IT RESOLVED by the City Council of the City of Vallejo as follows:

WHEREAS, the City Council of the City of Vallejo desires to support the Greater Vallejo Recreation District in its efforts to build a park at the Glen Cove Waterfront Park site in a culturally sensitive manner which affords everyone the ability to enjoy said park, and

WHEREAS, the City Council of the City of Vallejo desires to support the Yocha Dehe and Cortina governments as the “Most Likely Descendant” of the Native Americans who once inhabited and are buried at Glen Cove, who have been working to protect the sacred burial sites and remains at Glen Cove, and

WHEREAS, the City Council of the City of Vallejo desires to support the residents of homes surrounding the Glen Cove Waterfront Park site in their desire to restore peace to their neighborhood, and

WHEREAS, California law now empowers culturally-affiliated tribal governments to hold cultural easements in their own names for purposes of enhancing their ability to proactively protect sacred sites from discovery and depredation, and

WHEREAS, the modifications to the Glen Cove Waterfront Park Master Plan project do not trigger the need for a Subsequent or Supplemental EIR in that the revisions that Parties have agreed to in the MOU do not result in new significant environmental effects or a substantial increase in the severity of previously identified effects, nor does it consist of new information of substantial importance that was not known or could not have been known without the exercise of reasonable diligence at the time the previous EIR was certified which identifies any of the conditions in CEQA guidelines section 15162(a), and therefore it is appropriate to rely on the previously approved EIR and on the Addendum to the EIR as articulated in the Staff Report;

NOW THEREFORE BE IT RESOLVED, that the City Council hereby directs the City Manager to execute the Cultural and Conservation Easement in substantially the same form as Exhibit A, and the Memorandum of Understanding in substantially the same form as Exhibit B, subject to minor amendments required by the City Attorney or the

Risk Manager, consistent with the staff report and its attachments and any direction given by Council at the hearing on this resolution, conditionally on the concurrent or subsequent approval of GVRD, Yocha Dehe and Cortina.

BE IT FURTHER RESOLVED that the Glen Cove Waterfront Park is declared to be CLOSED until further notice, and it is further declared that the existing encampment violates the terms of the Cultural and Conservation Easement and that all persons are hereby asked to immediately leave its premises.

BE IT FURTHER RESOLVED that the City Manager is authorized to enter into subsequent amendments, extensions or cancellations or enforcement actions and execute any related instruments which may be necessary to carry out the initial intent of this Agreement and which do not exceed the City Manager's authority pursuant to Vallejo Municipal Code Chapter 3.20.

Deed of Conservation and Cultural Easement

RECORDING REQUESTED BY AND)
WHEN RECORDED MAIL TO:)

City of Vallejo)
GRANTOR)
Attn: City Attorney's Office)
555 Santa Clara Street)
Vallejo, CA 94590)

Space Above Line for Recorder's Use Only

DEED OF CONSERVATION AND CULTURAL EASEMENT

THIS DEED OF CONSERVATION & CULTURAL EASEMENT (“**Conservation & Cultural Easement**”) is made and entered into this _____ day of July, 2011 (“**Effective Date**”) by and between the following parties: (1) The City of Vallejo (referenced as “**Grantor**”), on the one hand, and the Yocha Dehe Wintun Nation, (“**Yocha Dehe**”), and the Cortina Band of Wintun Indians, (“**Cortina**”), two federally recognized Indian tribes (collectively referenced as “**Grantees**”), on the other hand. The Greater Vallejo Recreation District (“**GVRD**” or “**Lessee**”) currently leases the Property pursuant to the current Master Lease between Grantor and Lessee dated December 20, 1974, extended on May 8, 2008 and expiring on May 8, 2033, and serves as manager of the land and proponent of the Glen Cove Waterfront Master Plan project to be built thereon, and joins this Easement for the purposes or articulating its consent to be bound by its terms. The City, Grantees, as well as GVRD and any other lessee of the Property that is subject to the Conservation & Cultural Easement, are collectively referenced as “**Parties.**”

RECITALS

A. Grantor owns approximately 15 acres of real property located in the City of Vallejo, State of California, generally known as the Glen Cove Waterfront Park and more particularly described in **Exhibit A** attached hereto and incorporated herein by reference, together with all improvements and appurtenances thereto (the “Property”). A map of the Property identifying the improvements existing on the Property as of the date of this Easement and various other natural features of the Property is attached hereto as **Exhibit B** and incorporated herein by reference (“Property Map”).

B. Yocha Dehe and Cortina (together, “**Grantees**”) are federally recognized Indian tribes with cultural and historic interests and rights in the Property. The Property is within Grantees’ aboriginal Patwin territory, and the California Native American Heritage Commission, the state agency charged with preserving and protecting historic Native American

cultural resources, has identified and designated Grantees as the “Most Likely Descendant” of the Native Americans who once inhabited the Property.

C. The Property possesses natural, cultural, scenic, recreational, historical, and open space characteristics, “Conservation & Cultural Values” (“CCVs”) valuable to Grantees, the State of California, and the public in general.

D. The Legislature of the State of California, as set forth in California Civil Code Sections 815 to 816, has found and declared it to be the public policy and in the public interest of this State to encourage the preservation of land predominantly in its natural, scenic, agricultural, historical, forested, or open-space condition. In furtherance of the Land Conservation Commitment and the public policy purposes, as set forth above and in Section 5097.9 of the California Public Resource Code, Grantor desires to grant a Conservation & Cultural Easement over the Property to Grantees. As federally recognized California Native American tribes, Grantees are eligible to hold a Conservation & Cultural Easement pursuant to California Civil Code Section 815.3(c).

E. The Parties desire through this Conservation & Cultural Easement to ensure the permanent protection of the Conservation & Cultural Values (the “CCVs”) of the Property, which shall include sacred sites as defined herein, archeological resources, native vegetation and habitats, and other culturally important, aesthetic, visual, biological, and historic attributes of the Property. Specifically, the Parties desire to assure that the CCVs of the Property will be protected, conserved and sustained forever as provided herein, and that uses of the Property that are inconsistent with these CCVs will be prevented or remedied. Subject to the protection of all sacred sites on the Property, the Parties agree that use of the Property as a public park and dedicated open space is consistent with the CCVs.

F. The Parties further desire that this Conservation & Cultural Easement will not interfere with the current use of the Property as a park and open space, and that the activities of the Grantees as described in this Conservation and Cultural Easement will be carried out in a manner that does not interfere with the quiet enjoyment of the surrounding neighborhood or the lawful use of the Property by the public.

AGREEMENT

In consideration of the foregoing recitals, the respective agreements of the Parties which are hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the laws of the State of California and in particular California Civil Code Section 815, *et seq.*, Grantor hereby voluntarily grants and conveys to Grantees, and Grantees hereby accept from Grantor, a perpetual Conservation & Cultural Easement in, on, over and across the Property, restricting in perpetuity the uses which may be made of the Property and granting to Grantees rights in the Property, all on the following terms and conditions:

1. Conservation & Cultural Purposes and Values. The purposes of this Conservation & Cultural Easement (“**Conservation & Cultural Purposes**”) are:

- a) to contribute to the protection of the Property, by preserving and protecting the Cultural Conservation Values (“CCVs”) articulated in this Conservation and Cultural Easement;
- b) to ensure that the Property will be retained in perpetuity in its natural, cultural, scenic, recreational, historic, and open space condition;
- c) to prevent any use of the Property that will significantly impair, degrade or interfere with the CCVs of the Property;
- d) to allow and preserve specified use of the Property by Grantees, including the affirmative right to take action, at Grantees’ own expense, to return the Property to its native condition through the planting and cultivation of native species, and the related right to harvest culturally significant plants from the Property without disturbance to the CCVs and without negatively impacting the use of the Property as a park and open space by Grantor, Lessee or the public;
- e) to enable Grantees to work directly, collaboratively and cooperatively with Grantor and Lessee, to preserve the privacy, sanctity, and integrity of native burial sites by (1) preventing further public disclosure of known burial sites, and altogether preventing public disclosure of burial sites that may be discovered in the future, including any findings of archeological materials, human remains, cultural resources, or funerary or sacred objects; (2) minimizing and avoiding disturbance of any culturally important sites to the greatest extent possible; (3) ensuring Grantees’ traditions and cultural values are respected and honored in connection with the discovery and treatment of any culturally important sites that may be uncovered during or after construction on the Property during Lessee’s implementation of the Glen Cove Waterfront Master Plan (including any obligations derived from the environmental analyses and documents prepared in connection with the Glen Cove Waterfront Master Plan); and
- f) to ensure meaningful consultation, as defined in Section 12 below, and consistent with California law, with Grantees regarding any activity that could or likely would affect a burial site or site of cultural significance on the Property before engaging in such activity; and
- g) to allow the Grantees access to the Property to exercise cultural and traditional practices and life ways at a reasonable time, and without interference to the enjoyment of the Property and surrounding lands by others, and subject to the existing permitting process or reasonable prior notice to Lessee or City as set forth in Section 3(b)(ii).

Subject to the following terms and conditions, Grantor intends that this Conservation & Cultural Easement will confine the uses of the Property to such activities that are consistent with the Conservation & Cultural Purposes set forth herein.

2. Existing Conditions Report. In furtherance of this Conservation & Cultural Easement, the Parties hereby agree to prepare or cause to be prepared, upon completion of the Glen Cove Park Waterfront Master Plan, an existing baseline conditions report (“**Report**”) containing an accurate, up to date recordation of the physical, existing baseline condition of the Property. The Report shall serve as an objective, though nonexclusive, information baseline for monitoring compliance with the terms of this Conservation & Cultural Easement. The purpose of the report shall be solely to inform the Parties and the public as to existing conditions as of the time the report is made. Notwithstanding the foregoing, if a controversy arises with respect to the nature and extent of the physical or biological condition of the Property, or the historical or cultural uses of the Property, or the permitted uses of the Property under this Conservation & Cultural Easement, the Parties shall not be foreclosed from utilizing any and all other relevant documents, surveys or other evidence or information to assist in the resolution of the controversy. The Grantees shall prepare and/or fund the preparation of the Report. Drafts of the report will be made available to all Parties. After meaningful input, all Parties will acknowledge the Report’s content and accuracy before it may be deemed effective in satisfaction of this provision. Upon completion, the Report shall be properly recorded. Notwithstanding the requirements of this Section 2 herein, nothing in this Conservation & Cultural Easement shall be interpreted or implemented in a manner inconsistent with California (and, to the extent applicable, federal) law providing for the confidentiality of cultural resources.

3. Rights Conveyed to Grantees. In order to accomplish the Conservation & Cultural Purposes, Grantor will transfer and convey to Grantees the following rights and interests, each of which Grantees shall have the right and primary obligation, to undertake at their own expense:

- a) **Preserve and Protect.** Grantees may identify, preserve and protect in perpetuity the CCVs of the Property.
- b) **Entry and Access Rights.** Grantees and Grantees’ members, officers, employees, contractors, subcontractors, consultants, representatives, and agents, including entities authorized by one or more Grantee to conduct monitoring activities (“**Grantees’ Representatives**”), are hereby granted rights of access to enter upon the Property, using appurtenant easements and rights-of-way, if any, and may enter upon the Property at reasonable times in order to:
 - i. identify current uses of the Property and practices thereon;
 - ii. exercise cultural and traditional practices, subject to Grantor or Lessee’s approval of Grantee’s application for an event permit with reasonable time place manner restrictions. **Exception:** Grantees shall have a limited exception from seeking a permit for purposes of

conducting religious ceremonies which do not involve fire, drumming or amplified music and which involve no more than 10 persons by giving 15 days' written notice addressed to Lessee's General Manager. Such ceremonies shall be conducted without interference to the enjoyment of the Property by the public and surrounding lands by third parties;

- iii. monitor and help facilitate all parties' compliance with this Conservation & Cultural Easement;
- iv. study and make scientific observations of the CCVs;
- v. prevent or remedy any condition on the Property or use of the Property that is inconsistent with the Conservation and Cultural Purposes;
- vi. restore and/or require the restoration of such areas or features of the Property that may be damaged by any activity or use inconsistent with the CCVs;
- vii. take all actions reasonably necessary by Grantees to identify, preserve, protect, and monitor in perpetuity the CCVs, all in compliance with the provisions of **Section 13**.

c) **Enforcement.** Subject to and in accordance with the provisions of **Section 13**, Grantees have the right to enforce the terms of this Conservation & Cultural Easement, to seek injunction of any activity on the Property or other use of the Property which is inconsistent with the terms stated herein, and to enforce any obligation to restore such areas or features of the Property as may hereafter be damaged as a result of any such inconsistent activity or use.

4. **Prohibited Uses.** Any activity on or use of the Property which is inconsistent with the Conservation & Cultural Purposes and/or CCVs is prohibited. Without limiting the generality of the foregoing, Grantor and Lessee will not engage in, or authorize, the following prohibited uses (collectively, "**Prohibited Uses**"), except as expressly permitted under the Permitted Uses Section of this Conservation & Cultural Easement; as required to be undertaken under any Applicable Law (as defined below), or as explicitly agreed to in writing by the Parties:

a) **Public Disclosure of Native Burial Locations.** Any action taken by Grantor, Lessee or their respective or collective agents that would or reasonably could result in the public disclosure of native burial sites, archeological materials, human remains, cultural resources, or funerary or sacred objects on the Property. Grantee and Lessee and their respective agents shall take all reasonable steps to protect the non-disclosure and confidentiality of all records reflecting, and correspondence pertaining to, the precise location of sacred sites on the Property, and no such records may be disclosed in any fashion without Grantees' prior written approval and at no time shall any Party take

any action inconsistent with any applicable local, state, or federal requirement providing for the confidentiality of sacred sites and records thereof, including but not limited to California Government Code sections 6254(r) and 6254.10. In compliance with California law, the City and Lessee agree to remove from public posting and access to all portions of the Master Plan and environmental record prepared for the Project that in any way identify the ascertainable location of any "sacred sites." For purposes of this Cultural & Conservation Easement, "sacred sites," shall include any sites that contain, or are believed to contain, Native American archeological materials, burial sites, human remains, cultural resources, or funerary or sacred objects.

- b) Ground-disturbing Activity.** As used herein, ground-disturbing activity means any disturbance to the soil such that an archaeological object could be damaged or destroyed by digging or grading. Minor Disturbances include installation of bicycle racks, emergency holes, garbage can or recycle bin posts, gardening and landscape maintenance (existing activity), plantings, plant aeration, poles for utilities, road/trail barriers and signs. Major Disturbances include concrete slab installation, public utilities (trenched), large tree trunk removal, construction, water line installation, terracing, and digging that does not constitute a Minor disturbance. Any ground-disturbing activity, whether Major or Minor, engaged in without 30 days prior notice with Grantees is prohibited. Emergency holes for purposes of repairs to water mains or for public safety are exempted from this requirement, and in such cases noticing to Grantees shall occur as soon as feasible. Upon receipt of the notice of a Minor Ground Disturbing Activity, Grantees may nevertheless require consultation, in Grantee's discretion. Major ground-disturbing activities require the consultation and approval of Grantees, consistent with the Conservation and Cultural Purposes. Monitors employed or appointed by Grantees may be present for the duration of any ground-disturbing activity, at Grantee's discretion. If, during said activity, archeological materials, burial sites, human remains, cultural resources, or funerary or sacred objects are encountered, all activity must cease and Grantees must be notified in a reasonable time and manner. Lessee must notify Grantees within 24 hours of such discovery. Upon the discovery of human remains, the Parties shall comply with the requirements of applicable California state law, including, but not limited to, Section 7050.5 of the California Health and Safety Code and Section 5097.98 of the California Public Resources Code. To achieve, and in conformity with, the Easement's Conservation & Cultural Purposes set forth herein, all non-parties to this Conservation & Cultural Easement, including members of the public, may be excluded from the Property during any ground-disturbing activity, for purposes of protecting the safety of the public, the Parties' agents and any of Grantees' Representatives who are present, and additionally, for purposes of protecting the sanctity of any sacred sites that are known to exist in a particular location and/or that may be discovered as a result of ground-disturbing activity.

- c) Activity Involving Human Remains. Any activity involving an attempt to handle, mitigate, or re-inter human remains without formal consultation with and approval from Grantees.
- d) Construction and Development. Construction or placement of any additional structures or improvements on the Property, including, but not limited to, residential, industrial, office, or other buildings, underground or above-ground tanks, billboards, advertising facilities, or sewer systems or lines that will significantly impair or interfere with the CCVs. Existing utilities may be maintained and repaired/replaced as necessary and limited new development may take place in accordance with the Glen Cove Waterfront Park Master Plan.
- e) Use or Transfer of Development Rights. All development rights that are now or hereafter allocated to, implied, reserved, or inherent in or to the Property are terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property (whether adjacent or otherwise). Nothing in this subsection shall be construed as applying to the Glen Cove Waterfront Park Master Plan.
- f) Subdivision. Legal or *de facto* sale or gift of less than the whole of the Property, or any division, subdivision or partitioning of the Property.
- g) Motorized Vehicles. Use of any motorized vehicles off of existing roadways on the Property, with the exception of vehicles utilized by any lessee, agent of Grantor, Grantee or a third-party beneficiary for the purposes of maintaining and landscaping the Property (including, but not limited to, a lawn mower), and vehicles used to facilitate access by handicapped members of the public, or by Grantees and/or their agents to protect or preserve the CCVs. No motorized vehicle use by the general public is allowed at any time, with the exception of motorized wheelchairs or other equipment needed for mobility by the elderly or persons with physical disabilities.
- h) Dumping or Salvage. There shall be no dumping, storage or other disposal on the Property of soil, trash or garbage except for (a) refuse generated on the Property which may be disposed of on the Property on a temporary basis prior to its removal from the Property in areas where the CCVs of the Property are not adversely impacted, or (b) compostable refuse generated on the Property which may be disposed of on the Property in a responsible manner which does not significantly impair the CCVs of the Property. There shall be no dumping, storage or other disposal on the Property of ashes, sludge, Hazardous Substances (as defined below), or other unsightly or dangerous materials. There shall be no storage or disassembly on the Property of inoperable automobiles, trucks, or other vehicles or equipment for purposes of sale, or rental of space for that purpose.

- i) Vegetation. Except (a) in an emergency for purposes of disease or insect control or to prevent property damage, personal injury, or flooding, (b) as part of a pre-approved Native American cultural resource gathering, or (c) as part of ordinary, pre-existing landscape maintenance, fire hazard, or weed removal programs, there shall be no removal, cutting or destruction on the Property of native vegetation. There shall be no introduction on the Property of any non-native plant.
- j) Roads and Trails. Construction of roads or trails beyond those identified on the Glen Cove Waterfront Park Master Plan, as may be amended.
- k) Alteration of Land or Excavation. Filling, excavating, grading, draining or dredging on the Property, nor any change in the general topography of the Property.
- l) Gardens and Landscaping. There is to be no planting of non-native vegetation on the Property.
- m) Mining and Drilling. There shall be no mining, drilling, removing, or exploring for or extracting of minerals, oil, gas, coal, or other hydrocarbons, soils, sands, gravel, loam, rocks or any other material on, under, or at the Property.
- n) Cultural Resource Degradation. There shall be no activities, actions or uses that disturb or impair any cultural resources on the Property. In addition to their efforts to preserve known cultural resources, the Parties will cooperate to identify additional cultural resources at the Property to be protected from harm in accordance with all applicable laws.
- o) Water Resources. There shall be no development of any waters on the Property for commercial or industrial purposes. There shall be no activities, actions or uses detrimental to water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation, and no manipulation or alteration of natural water courses, wetland, stream bank, shorelines or bodies of water or activities or uses detrimental to water quality, including, without limitation:
 - (A) Degradation, pollution of any surface or subsurface waters, or unauthorized placement of revetments or rip-rapping;
 - (B) Bank protection or any other manipulation or other alteration of natural water courses, wetland, stream bank, shoreline, or other body of water; and

- (C) Any other activity which may destabilize the banks of any course or body of water, and any uses or activities which would pollute, degrade or drain the surface or subsurface waters.

5. Changes in Use. It is the intent of all Parties that the use of the Property shall remain, in perpetuity, as a public park and open space. It is further the intent of both Grantor and Grantees that the use or uses of any surrounding or neighboring properties shall not be deemed to be circumstances justifying the termination, extinguishment or modification of this the Conservation & Cultural Easement. In addition, the inability of Grantee, or Grantee's successors, or assigns, to conduct or implement any or all of the uses permitted under the terms of this Conservation & Cultural Easement shall not impair the validity of the Conservation & Cultural Easement or be considered grounds for the termination, extinguishment or modification of same.

6. Unauthorized Third Party Uses and Grantor's Obligations. If Grantees discover any unauthorized third-party use or activity on the Property that violates the terms of this Conservation & Cultural Easement, and Grantees gives Grantor and Lessee written notice thereof, Grantor and Lessee shall meet with Grantees to discuss Grantor and Lessee's reasonable efforts to stop or prevent any such unauthorized use of the Property. Grantees may meet and confer with Grantor and/or Lessee to propose additional efforts to prevent such use or activity which Grantees may undertake, at Grantees' sole expense, but shall not be obligated to undertake. Grantor shall not unreasonably withhold consent to such additional efforts to be undertaken by Grantees. If Grantor permits Grantees to use such additional efforts, Grantees shall comply with any requirements reasonably imposed by Grantor in connection with such efforts, and vice versa.

7. Acts of God. Nothing in this Conservation & Cultural Easement shall require Grantor to take any action to restore the condition of the Property after any Act of God, including, without limitation, fire, flood, storm, or earth movement.

8. Public Access: The Parties agree that access by members of the general public is permitted on the Property subject to the following:

- a) Limitations on Public Access: Grantor and Lessee have the right to make reasonable rules and regulations to reasonably control or limit use by the public, by posting or other means, and agree to restrict any use that may interfere with or be harmful to other members of the public using the Property, the CCVs, or the quiet use and enjoyment of neighboring private property.

Grantor and Lessee reserve the right to restrict public access to areas of the Property under study or for safety purposes. Grantees and Grantor may agree to restrict public access for other reasons, but only to the extent and for the duration necessary to assure safety, to permit necessary monitoring or maintenance, or to preserve other CCVs of the Property.

The Parties claim all of the rights and immunities against liability for injury to the public to the fullest extent of the law.

- b) **Permitted Uses:** The Parties agree that the following examples of types of public uses, while not an exclusive list, are permitted, subject to Subsection (a) above and reasonable time, place and manner restrictions: low-impact outdoor recreation, nature study, traditional outdoor activities that do not require structures or cause significant surface alteration, outdoor education, scientific research, and access for all members of the public to exercise their cultural beliefs and traditions.

9. Grantor Reserved Rights. Notwithstanding anything to the contrary in this Conservation & Cultural Easement, Grantor expressly reserves all rights accruing from ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the property that are not expressly prohibited by this Conservation & Cultural Easement and are not inconsistent with the CVVs/Conservation & Cultural Purposes set forth herein (“**Grantor’s Reserved Rights**”). The Parties expressly agree that the Property may be improved pursuant to the Glen Cove Waterfront Master Plan, as amended by a concurrent or subsequent memorandum of understanding signed by the Parties, or other proper action, and nothing in this Easement shall be construed to prevent such improvements. All interests in the Property not expressly transferred and conveyed to Grantees by this Conservation & Cultural Easement shall remain with Grantor. In exercising Grantor’s Reserved Rights, Grantor will use reasonable efforts to consult with Grantees and to employ methods and practices that will not significantly impair the Conservation & Cultural Values. As owner of the Property, Grantor agrees to fully support and consent to Grantees’ efforts to repatriate cultural resources and human remains taken from the Property by third parties pursuant to state and federal laws, including, but limited to, Section 5097.991 of the California Public Resources Code and Sections 3001 to 3013 of Title 25 of the United States Code, all at the Grantee’s cost.

10. Title Warranty. Grantee takes rights under this easement to the Property “as is” subject to existing liens or encumbrances.

11. Subsequent Easements. After the Effective Date, Grantor hereby agrees to provide Grantee the right of first refusal with respect to any purchase of the Property that is the subject of this Conservation & Cultural Easement, and the Parties further agree that such right may be exercised only upon condition that Grantee agrees that Property will remain a dedicated park and open space subject to existing easements and encumbrances and the jurisdiction of the City of Vallejo in the event of purchase to Grantee.

12. Meaning and Requirements of Consultation, and Requirement of Confidentiality.

- a) As used herein, “consultation” means the meaningful and timely process of seeking, discussing and considering carefully and in good faith the views of others, in a manner that is cognizant of the Grantees’ cultural values, and where feasible, reaching agreement.

- b) Consultation between or among the City and/or Lessee on the one hand, and Grantees on the other hand, shall be conducted in a way that is mutually respectful of the other Party's sovereignty.
- c) The Grantor and any Lessee shall, in connection with any consultation, respect the Grantees' cultural and spiritual values and rights, and recognize Grantees' need for confidentiality with respect to places that have traditional tribal cultural significance.
- d) Formal consultation shall require actual and immediate written notice of the subject of such consultation to the designated representative of both Grantees, and require an actual meeting with a designated representative of at least one Grantee to discuss methods and steps for proceeding with respect to the subject of such consultation. To the extent the designated representative of the Grantee desires and requests, the result of such formal consultation, and any plan associated therewith, shall be memorialized in writing.
- e) The Parties agree that all information and materials shared pursuant to any consultation with respect to the location, handling, treatment of sacred sites on the Property, including repatriation of any remains or resources, is confidential and may not be disclosed in accordance with California law. The Parties shall take all reasonable steps to protect the confidentiality of any such documents, records and information exchanged pursuant to a consultation under this Cultural and Conservation Easement, including, but not limited to, a requirement that the agents of Grantor and/or Lessee execute a Non-Disclosure Agreement at Grantees' request.

13. Responsibility for Operations. Subject to and with express agreement between the Parties, nothing in this Conservation & Cultural Easement shall be construed as giving any right or ability to Grantees to exercise physical or managerial control of the day-to-day operations of the Property. Without placing any limitation on the foregoing sentence, the Parties agree as follows:

- a) Mitigation and Restoration. Grantees agree to collaborate and cooperate with Grantor and Lessee in complying with the requirements of the Glen Cove Waterfront Park Master Plan, including any mitigation requirements imposed pursuant to the approval of such Plan, subject to the understanding that the Parties can agree to modify the Plan in a way that does not potentially increase environmental impacts. Grantees further agree that they will actively monitor the Property to ensure compliance with the CCVs in this Easement, and work proactively with Grantor and Lessee to ensure consistency with the Glen Cove Waterfront Master Plan and the CCVs in this Easement, and subject to any agreed upon modification to the Glen Cove Waterfront Park Master Plan.
- b) Condition of Property. Grantees shall have no duty or responsibility for (i) the operation or maintenance of the Property except to the extent specifically

undertaken by Grantees as permitted under this Conservation & Cultural Easement, or as specifically requested by Grantor and Lessee and agreed to by Grantees in writing; (ii) the monitoring of any hazardous conditions thereon; or (iii) the protection of Grantor, Lessee, the public, or any other person or entity from any risks relating to conditions on the Property, except to the extent that the risks involved are the result of the activities of Grantees or Grantees' Representatives on the Property.

- c) Taxes. Grantees shall have no duty or responsibility for real property taxes and assessments levied by competent authority on the Property.
- d) Permits and Approvals. Each Party shall be responsible for obtaining any and all applicable governmental permits and approvals for, and otherwise complying with all applicable laws relating to, its activities on the Property. No Party shall unreasonably withhold any permit or other approval from another Party.
- e) No Owner or Operator Liability. The Parties do not intend this Conservation & Cultural Easement to be, and this Conservation & Cultural Easement shall not be, construed such that it creates in or gives to either Grantee any of the following:
 - i. The obligations or liability of an "owner" or "operator" or "arranger," as those terms are defined and used in CERCLA;
 - ii. The obligations or liabilities of a person described in 42 U.S.C. Section 9607(a)(3) or (4);
 - iii. The right to investigate and remediate any hazardous substances associated with the Property; or
 - iv. Control over Grantor's ability to investigate, remove, remediate or otherwise clean up any hazardous substances associated with the Property.
- f) Reporting to Grantee. Not less than annually, Grantor and Lessee shall make reasonable efforts to inform Grantees of any construction and/or development activities anticipated on the Property within the following twelve (12) months. In the event either Grantee determines that any of the anticipated activities may violate the terms of this Conservation & Cultural Easement, (1) the Grantee (or Grantees, as the case may be) shall within thirty (30) days provide written notice to Grantor and Lessee of that determination, and (2) the Parties will meet and confer regarding the anticipated activities within thirty (30) days after the date of the written notice. In no event may Grantor and Lessee begin any construction or development activities without first consulting with Grantees.

14. Enforcement and Remedies

- a) Notice of Violation. If a Party hereto (the “**Non-Breaching Party**”) determines there is a violation of the terms of this Agreement by another Party hereto or that a violation is threatened by a Party hereto (a “**Violation**”), written notice of such Violation (the “**Violation Notice**”) and a demand for corrective action sufficient to cure the Violation shall be given by the Non-Breaching Party to the Party allegedly violating this Agreement (the “**Breaching Party**”). Upon receipt of the Violation Notice, the Breaching Party shall immediately cease all activities that are the subject of the Violation Notice. Within fourteen (14) days after delivery of a Violation Notice, Grantor, Lessee, and Grantees shall meet at a location that Grantor, Lessee and Grantees agree upon to discuss the circumstances of the alleged or threatened Violation and to attempt to agree on appropriate corrective action. If the Parties determine that it is appropriate and desirable, a duly qualified expert in the subject matter of the alleged or threatened Violation (the “**Consulting Expert**”) shall attend the meeting. The Parties shall each pay one-fourth of the costs of retaining the services of the Consulting Expert for such discussion; provided, however, that if Grantor, Lessee, and Grantees are unable to agree upon a Consulting Expert, each Party may retain the services of an expert at its own expense. If the Parties are unable to agree on appropriate corrective action within thirty (30) days after such meeting, then the Non-Breaching Party shall deliver a further written notice to the Breaching Party to demand reasonable, particular corrective action to cure the Violation (the “**Second Notice**”). Upon the giving of a Second Notice, the Breaching Party shall promptly commence, and thereafter diligently pursue to completion, corrective action sufficient to cure the Violation and, where the Violation involves injury to the Property resulting from any use or activity inconsistent with the CCVs or the Conservation Purposes, to restore the portion of the Property so injured. If a Violation is not cured within thirty (30) days after the delivery of the Second Notice (the “**Final Cure Period**”), or if the cure reasonably requires more than thirty (30) days to complete and there is failure to begin the cure or failure to continue diligently to complete the cure within the thirty (30) day period, the Parties shall submit the claims or disputes to mediation as provided in **Section 14(b)**.
- b) Mediation. Except as provided in **Section 14(d)**, Grantor, and Lessee, if appropriate, and Grantees agree to first meet, confer and negotiate any Violation Notice pursuant to **Section 14(a)** and then mediate pursuant to this **Section 14(b)** with respect to any claim or dispute arising out of or relating to this Agreement, before resorting to court action. If the Parties fail to settle such claim or dispute prior to the expiration of the Final Cure Period or within such additional time period as the Parties may agree in writing, the Parties agree to submit the matter to mediation. Any Party may commence mediation by providing to the other Party a written request for mediation, setting forth the subject of the claim or dispute and the relief requested. Except as

provided herein or by written agreement of the Parties, the mediation shall be conducted in the City of Vallejo, or other appropriate location within 25 miles of the City of Vallejo, as may be agreed on by the Parties, pursuant to reasonable and appropriate mediation rules and procedures mutually acceptable to the Parties. The Parties will select a mutually acceptable qualified mediator, and will cooperate in good faith in scheduling the mediation proceedings. The Parties agree to participate in such mediation proceedings in good faith for at least ninety (90) days (the “**Mediation Period**”), and to share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties, their employees, agents, experts and attorneys, and by the mediator (including mediator's employees), are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the Parties, but evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Except as provided in **Section 14(d)**, no Party may commence an action arising out of or relating to this Agreement until the Parties have completed the consultation required in **Section 14(a)** and mediation required in accordance with this **Section 14(b)**.

- c) Legal Remedies. If the Parties are not able to settle the claim or dispute through consultation and mediation pursuant to **Section 14(a)** and/or **Section 14(b)** above, the Non-Breaching Party may bring an action at law or in equity in a court of competent jurisdiction to enforce compliance with the terms of this Agreement, to recover any damages to which such Non-Breaching Party may be entitled for violation of the terms of this Agreement or for any injury to the CCVs of the Property, or for other equitable relief, including, but not limited to, the restoration of the Property to the condition in which it existed prior to the Violation. The Parties agree that Grantees shall have the right and authority to pursue legal action, and enforce the terms of this Easement, vis-à-vis any members of the public who have violated, or threaten to violate, the terms and protections of the Easement. The Parties further agree that such right and authority does not relieve the City of any role or obligation to enforce applicable and duly-enacted laws, ordinances or rules that regulate or prohibit particular activities on the Property.

- d) Injunctive Relief. If Grantees in their reasonable discretion, determine that circumstances require immediate action to prevent or mitigate significant damage to the CCVs from a Violation of this Easement, whether by a Party hereto or a third party, Grantees may pursue its remedies under this **Section 14(d)** without (i) giving the Violation Notice, or participating in consultation, or giving the Second Notice, all as required under **Section 14(a)**, and/or (ii) without participating in mediation required in **Section 14(b)**, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, and to require the restoration of the Property to the condition that

existed prior to any such injury, but such lack of necessity does not relieve Grantees of proving their case or adhering to the law in a civil action. The remedies described in this **Section 14(d)** shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in California Civil Code Section 815 *et seq.* The failure of any Party to discover a Violation or to take immediate legal action shall not bar taking such action at a later time.

- e) Costs of Enforcement. In any action, suit or other proceeding undertaken to enforce the provisions of this Conservation & Cultural Easement, the prevailing Party shall be entitled to recover from the non-prevailing Party all reasonable costs and expenses, including without limitation, attorneys' and experts' fees and costs, and if such prevailing Party shall recover judgment in any action or proceeding, such costs and expenses shall be included as part of the judgment.
- f) Enforcement Discretion. Enforcement of the terms of this Conservation & Cultural Easement shall be at the respective discretion of Grantees and Grantor and any forbearance to exercise rights of enforcement under this Conservation & Cultural Easement in the event of any breach of any term of this Conservation & Cultural Easement shall not be deemed or construed to be a waiver of such term or of any subsequent breach of the same or any other term of this Conservation & Cultural Easement or of any rights under this Conservation & Cultural Easement. No delay or omission in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.

15. Notices. Any notice or other communication required or permitted under this agreement shall be either personally delivered or transmitted by registered or certified mail, return receipt requested, postage prepaid, or by a recognized overnight courier, such as Federal Express or Airborne Express, addressed to the parties as follows:

THE CITY OF VALLEJO:

City Manager
555 Santa Clara Street
Vallejo, CA 94590

With a copy to:
City Attorney
555 Santa Clara Street
Vallejo, CA 94590

CORTINA BAND OF WINTUN INDIANS:

Chairperson, Tribal Council
P.O. Box 1630
Williams, CA 95987

YOCHA DEHE WINTUN NATION:

Chairperson, Tribal Council
18960 Puhkum Road
P.O. Box 18
Brooks, CA 95606

GREATER VALLEJO RECREATION DISTRICT:

General Manager
395 Amador Street
Vallejo, CA 94590-6394

With a copy to:
GVRD Counsel
Rogaski, Prevolos, Weber & Patterson, LLC
455 Devlin Road, Suite 100
Napa, CA 94558

The date of any notice or communication shall be deemed to be the date of receipt if delivered personally, or the date of the receipt or refusal of delivery if transmitted by mail or overnight courier. Any Party may change the address for notice by giving notice to the other party in accordance with this Section 15.

16. AMENDMENT. THIS CONSERVATION & CULTURAL EASEMENT MAY BE AMENDED BY GRANTOR AND GRANTEEES OR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, BY MUTUAL WRITTEN AGREEMENT OF GRANTOR AND GRANTEEES. WITHOUT LIMITING THE SCOPE OF THE AFOREMENTIONED POWER TO AMEND, THE PARTIES ANTICIPATE THAT FUTURE AMENDMENTS MAY BE NECESSARY TO REFLECT BOUNDARY ADJUSTMENTS, CLARIFICATIONS, AND CORRECTIONS TO THE CONSERVATION & CULTURAL EASEMENT AND AGREE TO MUTUALLY COOPERATE IN GOOD FAITH TO ACCOMPLISH SUCH FUTURE AMENDMENTS, TO THE EXTENT SUCH AMENDMENTS ARE SOLELY TO CLARIFY THE TERMS OF THIS CONSERVATION & CULTURAL EASEMENT AND DO NOT IMPAIR THE CONSERVATION PURPOSES. ANY SUCH AMENDMENT SHALL BE CONSISTENT WITH THE PURPOSES OF THIS CONSERVATION & CULTURAL EASEMENT AND SHALL NOT AFFECT ITS PERPETUAL DURATION, AND GRANTEEES SHALL PROMPTLY RECORD THE AMENDMENT IN THE OFFICIAL RECORDS OF SOLANO COUNTY, AND SHALL THEREAFTER PROMPTLY PROVIDE A CONFORMED COPY OF THE RECORDED AMENDMENT TO GRANTOR AND LESSEE.

Notwithstanding the foregoing, Grantor and Grantees have no right or power to consent to any action or agree to any amendment of this Grant that would result in substantial alteration to or destruction of any of the beneficial public values or limit the term or result in

termination of the Conservation & Cultural Easement, or adversely affect the qualification of the Conservation & Cultural Easement as a Conservation & Cultural Easement under California Civil Code Section 815 *et seq.* or the status of Grantee as an entity authorized to acquire and hold Conservation & Cultural Easements under California Civil Code Section 815.3 or qualified to hold Conservation & Cultural Easements pursuant to Section 170(h)(3) of the California Civil Code. Any amendment to this Conservation & Cultural Easement shall comply with California Civil Code Section 815 *et seq.*

17. GENERAL PROVISIONS.

- a) **Applicability of existing local rules and ordinances.** Nothing in this Easement shall be deemed to impair or amend any existing state or local rule, regulation or ordinance of general applicability. Existing and future general park rules and regulations will continue to apply to Grantees as well as the general public.
- b) **Governing Law.** This Conservation & Cultural Easement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, and to the extent applicable, the laws of the United States.
- c) **No Public Dedication.** Nothing contained in this Conservation & Cultural Easement shall be deemed to be a gift or dedication of any portion of the Property to the general public.
- d) **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Conservation & Cultural Easement shall be liberally construed in favor of Grantee to effect the purposes of this Conservation & Cultural Easement and the policy and purpose of California Civil Code Sections 815 to 816. If any provision in this Conservation & Cultural Easement is found to be ambiguous, an interpretation consistent with the purposes of this Conservation & Cultural Easement which recognizes any reserved rights of Pacific Gas & Electric Co. and Grantor that would render the provision valid shall be favored over any interpretation that would render it invalid.
- e) **Further Assurances.** Each Party hereto agrees to execute and deliver to the other Party such further documents or instruments as may be necessary or appropriate in order to carry out the intentions of the Parties as contained in this Conservation & Cultural Easement.
- f) **Severability.** If any provision of this Conservation & Cultural Easement shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Conservation & Cultural Easement and to this end the provisions of this Conservation & Cultural Easement are intended to be and shall be severable.

- g) Entire Agreement.** This Conservation & Cultural Easement sets forth the entire agreement of the Parties with respect to the Conservation & Cultural Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation & Cultural Easement all of which are merged herein.
- h) No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.
- i) Successors.** The Conservation & Cultural Easement shall be a servitude running with the land in perpetuity. The covenants, terms, conditions, and restrictions of this Conservation & Cultural Easement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and assigns and shall continue as a servitude running with the Property. Grantees shall not assign their rights under this Conservation & Cultural Easement without the written consent of Grantor, which shall not be unreasonably withheld.
- j) Recordation.** Grantees shall promptly record this Conservation & Cultural Easement in the official County records, and shall thereafter promptly provide a conformed copy of the recorded Conservation & Cultural Easement to Grantor. Grantees may re-record at any time as may be required to preserve its rights in this Conservation & Cultural Easement.
- k) Termination of Rights and Obligations.** Grantor's and any lessee's rights and obligations under this Conservation & Cultural Easement shall terminate only upon written transfer of Grantor's interest in all or portions of either the Conservation & Cultural Easement or the Property, except that liability for acts or omissions occurring prior to transfer shall survive the transfer.
- l) Captions.** The captions in this Conservation & Cultural Easement have been inserted solely for convenience of reference and are not a part of this Conservation & Cultural Easement and shall have no effect upon construction or interpretation.
- m) List of Exhibits.** The following exhibits are attached hereto and incorporated herein:

Exhibit A - Legal Description of the Property

Exhibit B – Property Map

n) **Counterparts.** This Conservation & Cultural Easement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Grantor has granted to Grantees, and Grantees have accepted this Conservation & Cultural Easement and the Parties mutually agree to the covenants set forth above, as of the Effective Date.

Agreed to and executed by GRANTOR:

THE CITY OF VALLEJO
A municipal corporation

By: _____
Phil Batchelor
City Manager

Attest: _____
Sherry Kelly
City Clerk

APPROVED AS TO FORM

By: _____
Frederick G. Soley
City Attorney

EACH SIGNATURE MUST BE PROPERLY ACKNOWLEDGED.

*FOR TRIBAL COUNCIL REPRESENTATIVE, ONLY CHAIRPERSON SIGNATURE
REQUIRES AUTHORIZATION. PLEASE ATTACH APPROPRIATE NOTARY
ACKNOWLEDGMENT ON AN 8 1/2 X 11 " SHEET.*

Agreed to and executed by GRANTEES:

CORTINA BAND OF WINTUN INDIANS

A federally-recognized Indian tribal government

By: _____

Charlie Wright, Chairperson
Tribal Council

APPROVED AS TO FORM:

By: _____

Alex Cleghorn
California Indian Legal Services, Inc.
Legal Counsel for Cortina Band of Wintun Indians

YOCHA DEHE WINTUN NATION,

A federally-recognized Indian tribal government

By: _____

Marshall McKay, Chairperson
Tribal Council

APPROVED AS TO FORM:

By: _____

Paula M. Yost
SNR Denton US LLP
Legal Counsel for Yocha Dehe Wintun Nation

EACH SIGNATURE MUST BE PROPERLY ACKNOWLEDGED.

*FOR DISTRICT REPRESENTATIVE, ONLY GENERAL MANAGER SIGNATURE
REQUIRES AUTHORIZATION. PLEASE ATTACH APPROPRIATE NOTARY
ACKNOWLEDGMENT ON AN 8 1/2 X 11" SHEET*

Agreed to and executed by LESSEE for purposes of ARTICULATING
ITS CONSENT TO THE TERMS HEREIN:

GREATER VALLEJO RECREATION DISTRICT

By: _____
Shane MacAffee
General Manager

APPROVED AS TO FORM:

By: _____
Chester Rogaski
District Counsel

EACH SIGNATURE MUST BE PROPERLY ACKNOWLEDGED.

*FOR DISTRICT REPRESENTATIVE, ONLY GENERAL MANAGER SIGNATURE
REQUIRES AUTHORIZATION. PLEASE ATTACH APPROPRIATE NOTARY
ACKNOWLEDGMENT ON AN 8 1/2 X 11" SHEET*

EXHIBIT A

Legal Description of the Property

Exhibit A

Legal Description of the Property

GLEN COVE WATERFRONT PARK

Description:

Real property in the City of Vallejo, County of Solano, State of California, described as follows:

Being a portion of that certain 61.58 acre parcel of land as shown on that Record of Survey Map filed July 15, 1981 in Book 15 of Surveys, at Page 89, in the office of the County Recorder of Solano County, described as follows: 3

PARCEL 1 (GLEN COVE PARK SITE)

Beginning at a point on the westerly line of Bailey Avenue as shown on Sheet 1 of said Record of Survey Map, from which a 1" iron pipe with tag LS 3618 at the northerly terminus of the course shown as N 02° 11' 34" E, 479.61 feet on sheet 1 of said Record of Survey Map bears S 87° 48' 26" E, 30.00 feet; thence from said Point of Beginning S 02° 11' 34" W along said westerly line of Bailey Avenue a distance of 62.22 feet; thence northwest-erly 19.86 feet along the arc of a non-tangent curve to the left, from which the center bears S 52° 16' 01" W, having a radius of 50 feet, through a central angle of 22° 45' 17"; thence northwesterly 31.85 feet along the arc of a reverse curve to the right, from which the center bears N 29° 30' 44" E, having a radius of 28 feet, through a central angle of 65° 10' 21"; thence northerly 23.85 feet along the arc of a compound curve to the right, from which the center bears S 85° 18' 54" E, having a radius of 470 feet, through a central angle of 2° 54' 28"; thence S 87° 48' 26" E, 28.88 feet to the Point of Beginning, and containing 0.034 acres, more or less.

PARCEL 2 (GLEN COVE PARK SITE)

Beginning at the Southwest corner of Bailey Avenue as shown on sheet 1 of said Record of Survey Map; thence westerly along the southerly line of said 61.58 acre parcel of land and along the Mean High Tide Line of the Carquinez Straits of the Sacramento River, the following 8 courses:

- (1) S 61° 15' 36" W, 23.21 feet;
- (2) S 09° 09' 45" W, 31.40 feet;
- (3) S 57° 05' 41" W, 40.50 feet;
- (4) S 30° 57' 50" W, 58.31 feet;
- (5) N 31° 25' 47" W, 42.19 feet;
- (6) N 74° 00' 23" W, 163.32 feet;

(7) S 74° 11' 19" W, 117.44 feet;

(8) S 39° 31' 22" W, 103.71 feet;

thence leaving said southerly line, N 41° 45' 11" W, 77.06 feet to the southeast corner of the Lands of Verducci, as shown on sheet 1 of said Record of Survey Map; thence along the easterly and northerly lines of said Lands of Verducci, N 02° 11' 34" E, 75.00 feet and N 87° 48' 26" W, 25.00 feet to the southeast corner of the Lands of Smithson as shown on sheet 1 of said Record Of Survey Map; thence along the easterly and northerly lines of said Lands of Smithson, N 02° 11' 34", 175.01 feet and N 87° 48' 26" W, 35.00 feet; thence leaving said northerly line, N 02° 11' 34" E, 95.00 feet; thence N 79° 50' 00" E, 338.81 feet; thence N. 65° 50' 00" E, 166.83 feet; thence N 03° b 47' 46" W, 130.00 feet; thence easterly 117.01 feet along the arc of a non-tangent curve to the left, from which the center bears N 86° 12' 14" E, having a radius of 50.00 feet, through a central angle of 134° 05' 07" to the westerly line of said Bailey Avenue; thence S 02° 11' 34" W along said westerly line of Bailey Avenue, a distance of 487.33 feet to the Point of Beginning, and containing 4.895 acres, more or less.

Bearings and distances contained herein conform with the California Coordinate System, Zone 11. To obtain ground level distances, multiply distances described by 0.9999282.

PARCEL 3 (GLEN COVE PARK SITE)

All that certain real property situated in the State of California, County of Solano, City of Vallejo as to all but the tideland portion and County of Solano, State of California, as to the tideland portion described as follows:

All of Block 1, 4, 20 and 21, inclusive, as shown on that certain map entitled: "Map No. 2 of Glen Cove, Solano County, California", filed in the office of the County Recorder of Solano County, California, August 7, 1903, in Book 1 of Maps, Page 52; including that portion of the southerly 1/2 of Center Street, adjacent to the North boundary of said Blocks 1 and 4, all that portion of East Street lying between said blocks, and all of the street lying between Block 1 and Block 20, (said streets having been abandoned), and also including the East 1/2 of that portion of Bailey Avenue adjacent to the West boundary of said Block 4 and 21.

Excepting therefrom any portion thereof lying southerly of the southerly line of Tideland Survey No. 15. Approximately 8.942 acres, more or less.

EXHIBIT B

Property Map

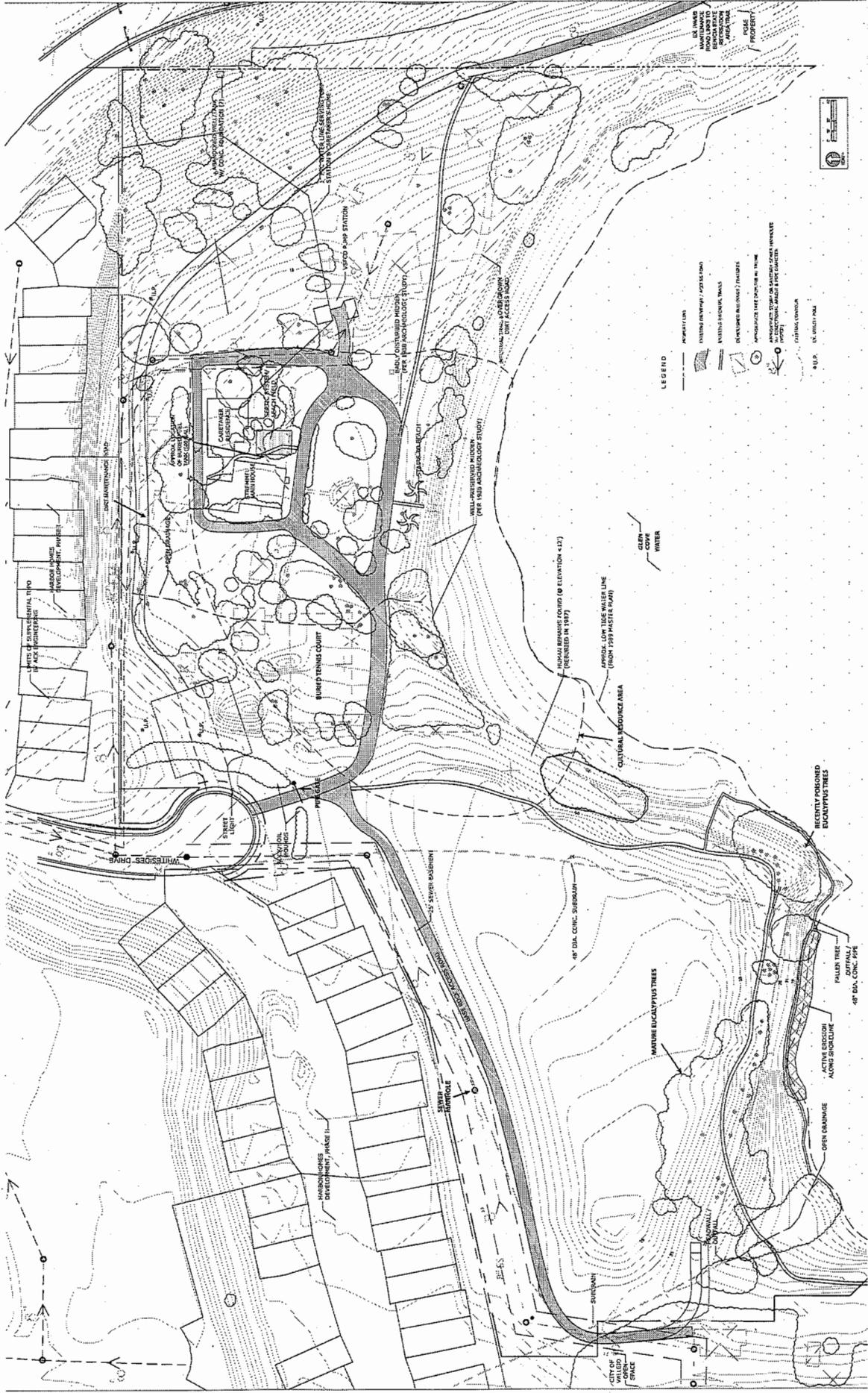


FIGURE 3: Existing Park Conditions

GLEN COVE WATERFRONT PARK MASTER PLAN
 LandPeople, landscape architects & planners



**Memorandum of
Understanding and
Settlement Agreement**

MEMORANDUM OF UNDERSTANDING AND SETTLEMENT AGREEMENT

This MEMORANDUM OF UNDERSTANDING AND SETTLEMENT AGREEMENT ("Agreement") is entered into on July _____, 2011, by the City of Vallejo ("City"), and the Greater Vallejo Recreation District ("GVRD"), on the one hand, and the Yocha Dehe Wintun Nation ("Yocha Dehe"), and the Cortina Band of Wintun Indians ("Cortina"), on the other hand. Yocha Dehe and Cortina are the federally recognized Indian Tribes deemed by the California Native American Heritage Commission to be the Most Likely Descendants ("MLDs") of the Native Americans who once lived on the property that is presently known as "Glen Cove" and that has been identified as the aboriginal territory of the Patwin tribes in California. The City, GVRD, Yocha Dehe and Cortina are collectively referenced as the "Parties."

RECITALS

- A.** WHEREAS, the Glen Cove Waterfront Park is a fifteen acre site located in southern Vallejo, on the north side of the Carquinez Straight on the southern edge of the large Glen Cove residential development, and
- B.** WHEREAS, City owns the Glen Cove Waterfront Park, and leases it to GVRD pursuant to the terms of the Master Lease between City and GVRD, and
- C.** WHEREAS, GVRD prepared and approved the Glen Cove Waterfront Park Master Plan (the "Project") in 2007, after appropriate public review and comment and then adopted the draft and final Environmental Impact Report for the Project recognizing the uniqueness of the site and its historic significance, and
- D.** WHEREAS, the Glen Cove Waterfront Master Plan called for the protection of sites containing human remains and cultural resources and artifacts from disturbance (hereinafter referenced as "sacred sites"), restoration of native vegetation to the site and the encouragement of understanding and respect for the history of the site's use by indigenous people, and
- E.** WHEREAS, a dispute has arisen regarding whether the Glen Cove Waterfront Master Plan sufficiently protects human remains and artifacts from disturbance, encourages the restoration of native vegetation to the site and encourages understanding and respect for the history of the site's use by indigenous people, and
- F.** WHEREAS, this dispute has resulted in persons occupying Glen Cove Waterfront Park, many of whom are affiliated with the "Committee to Protect Glen Cove" ("Demonstrators") and who are inhabiting teepees and tents, burning fires, and preventing the commencement of construction for GVRD's Project, and

- G.** WHEREAS, the City and GVRD have received complaints that while some Demonstrators may be viewed as being involved in First Amendment activity, the activities of some of the Demonstrators are objectionable in that these persons are alleged to be making noise, dumping waste or raw sewage in the soil or on the water, digging in the protected area, and other activities which are activities that are not desired, and
- H.** WHEREAS, the MLDs are particularly concerned about the public encampment to the extent it has brought heightened publicity to the location of the sacred sites so as to place them at heightened risk of discovery and depredation, and
- I.** WHEREAS, the Parties, without admitting the truth of any allegations, believe that these disputes will be resolved by means of executing this Agreement, and the Conservation and Cultural Easement (“CCE”) depicted in Exhibit A, which protects certain Cultural and Conservation Values (“CCVs”), and compliance with all terms of this Agreement, and
- J.** WHEREAS, the CCE is distinct from the Glen Cove Waterfront Master Plan Project, (the “Project”), which is a project of the Greater Vallejo Recreation District (“GVRD”), not the Yocha Dehe Wintun Nation or Cortina Band of Wintun Indians, (the MLDs), and
- K.** WHEREAS, the Project has been approved, subject to the California Environmental Quality Act, and to the Draft Environmental Impact Report- Glen Cove Waterfront Park Project and the Final Environmental Impact Report- Glen Cove Waterfront Park Project, including mitigation measures which apply to identified foreseeable cultural resources impacts, and
- L.** WHEREAS, California law encourages the use of conservation and cultural easements for use as mitigation, and now authorizes MLDs to hold them on their own behalf, and
- M.** WHEREAS, the CCE would enable the MLDs to work proactively to protect the sites by (1) preventing public disclosure of burial sites (whether presently known or unknown); (2) minimizing and avoiding disturbance of any sites to the greatest extent possible; and (3) ensuring that the Patwin Tribes’ traditions and cultural values are respected and honored in connection with the discovery and treatment of any sites that may be uncovered during or after construction; and
- N.** WHEREAS, the CCE also would give the Patwin Tribes heightened consultation rights, and enable the Tribes to work with the City and GVRD to preserve the property while protecting and respecting the sanctity of the sites.

NOW, THEREFORE, the Parties agree as follows:

Consideration For Easement And Settlement Of Dispute

1. MLDs agree to deliver one check ("check") in the total sum of one hundred thousand dollars (\$100,000.000), payable to the City of Vallejo as consideration for acquiring the Conservation and Cultural Easement ("CCE") in substantially the same form as Exhibit A to this Agreement. In the event the City ever decides to sell the property that is the subject of the CCE in the future, City will give MLDs the right to purchase the property for its appraised value, and the consideration described in this paragraph will serve to offset any purchase payment for the property.
2. In exchange for and as a condition to cashing, negotiating, or depositing the check, City will execute and GVRD, as lessee, will consent to, the CCE in substantially the same form as Exhibit A.
3. Upon execution of the CCE, MLDs shall have 10 days after execution of the CCE to meet with Demonstrators and their representatives to convince them and their followers to leave the park site before taking any decisive action.
4. Upon execution of the CCE, MLDs agree to declare the park closed until Project completion, and further declare that the public encampment is violating the purposes of the CCE. City and GVRD will also declare the Park closed.
5. In the event Demonstrators remain after the 10 day period has elapsed, City agrees to provide an alternative "reasonable, time place and manner" location for Demonstrators to express their concerns.
6. Should the Demonstrators not peacefully leave by the Date of Performance, or a later date as may be negotiated by the Parties, the MLDs may choose to enforce their rights under the CCE in a court of law. The Parties understand that while all parties have rights and responsibilities articulated in the CCE, the MLDs will have the sole responsibility for enforcing the terms of and protecting the Cultural and Conservation Values articulated in the CCE. The rights of City and GVRD to enforce their own laws and ordinances, or laws of general applicability as may be the case, are unaffected by this Agreement.
7. The CCE will be recorded when the Demonstrators vacate the site and Project construction begins.
8. All Parties agree that the Project will be modified as set forth herein, and that GVRD shall have the right to construct the Project, subject to existing conditions of approval, including the mitigation measures in the Draft and Final Environmental Impact Report, as such Project is modified herein.

Project Scope

9. The Glen Cove Waterfront Park Master Plan Project, as previously approved, is hereby attached as Exhibit B. Notwithstanding the Glen Cove Waterfront Park Master Plan, the Parties agree to the following Modifications:
 - a. The bathrooms will be eliminated.
 - b. The parking lot will be downsized and oriented/relocated to an area where there will be no possible incursion of sacred sites and where borings have shown there is no evidence of archeological or cultural remnants.
 - c. GVRD will ensure that its contractor exercises extra care when grading the southeast corner of the proposed grading area, which will be subject to heightened monitoring and Cultural Resources Mitigation Measures V-1 to V-4 (see Exhibit C). To the extent any cultural resources are identified, GVRD will agree to take whatever reasonable protective action is requested by the MLDs, at MLDs' expense.
 - d. Trails will be decomposed granite or gravel.
 - e. Paved road around mansion will not be torn or removed. Fill will be added on top.
 - f. To the extent any of these modifications in project scope or manner of construction requested by MLDs result in additional costs for GVRD, MLDs shall pay the difference.

Settlement of Claims and Mutual Release

10. Settlement of Claims. All parties acknowledge and agree that all claims, liabilities, and causes of action alleged in the Action, or which could have been so alleged, are fully, finally, and irrevocably settled by this Agreement.
11. Mutual Release. In consideration of the execution of this Agreement and the consideration to each party set forth in this Agreement, which each party acknowledges is good, valuable and sufficient, each of the parties for itself and its former, present, and future agents, employees, consultants, joint ventures, partnerships, affiliates, parents, wholly or partially owned subsidiaries, predecessors, successors, assigns, partners, joint venturers, heirs, executors, administrators, representatives, shareholders, officers, directors, managing agents, and attorneys hereby releases all other parties and their agents, employees, consultants, joint venturers, partnerships, affiliates, parents, wholly or partially owned subsidiaries, predecessors, successors, assigns, partners, heirs, executors, administrators, representatives, shareholders, officers, directors, managing agents, employees and attorneys from any and all claims, liability, demands, controversies, actions, causes of action, debts, liabilities, rights, contracts, damages, expenses, costs (including attorney's fees and court and litigation costs and expenses), indemnities,

obligations and losses of every kind or nature whatsoever known or unknown, anticipated or unanticipated, direct or indirect, fixed or contingent, asserted or unasserted, suspected or unsuspected, that it may have now or would have in the future arising out of, in connection with or related in any way to (i) the Property, (ii) the Project. This release of claims shall not, however, extend to the obligations of the parties to perform the obligations of the respective party under this Agreement or under the CCE and each party shall have the right to enforce the provisions of this Agreement and the CCE.

12. Statutory Waiver. With regard to the foregoing release, each party assumes the risk that the facts underlying, or the law governing, its disputed rights and liabilities may be other than what it believes at the time that it entered into this Agreement and understands and for valuable consideration expressly waives all the rights and benefits of California Civil Code Section 1542, which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

13. The parties acknowledge that they have read California Civil Code Section 1542 set out above and indicate that fact by affixing their initials here: _____.

14. The parties hereby waive application of California Civil Code Section 1542.

15. The parties understand and acknowledge that the significance and consequence of their waiver of California Civil Code Section 1542 is that even if any party should eventually suffer additional damages arising out of the above-described occurrence, they will not be permitted to make any claim for those damages. Furthermore, all parties acknowledge that they intend these consequences even as to claims for damages that may exist as of the date of this Agreement but which the party does not know exist, and which, if known, would materially affect that party's decision to execute this Agreement, regardless of whether the party's lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

Indemnity

16. City shall hold harmless, protect and indemnify GVRD and MLDs and their respective directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to the actions of City, unless due to the sole negligence or recklessness of GVRD

or MLDs or any of their directors, officers, employees, agents, contractors and representatives; (2) the obligations specified in Paragraphs 1-14.

17. GVRD shall hold harmless, protect and indemnify City and MLDs and their respective directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to the actions of GVRD, unless due to the sole negligence or recklessness of City or MLDs or any of their directors, officers, employees, agents, contractors and representatives; (2) the obligations specified in Paragraphs 1-14.

18. MLDs shall hold harmless, protect and indemnify GVRD and City and their respective directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to the actions of City (unless due to the sole negligence or recklessness of GVRD and/or the City or any of their directors, officers, employees, agents, contractors and representatives); (2) the obligations specified in Paragraphs 1-14 and (3) the entry, recordation, lawfulness, existence or administration of the CCE. Except as set forth in subparagraph (b), MLDs shall have no defense or indemnity obligation for Claims challenging the Project itself.
 - a. Litigation challenging the CCE. In the event litigation alleging a Claim challenging the entry, recordation, lawfulness, existence or administration of the CCE occurs, MLD shall have the additional obligation to defend GVRD and City and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them, with counsel selected by City and GVRD, and consented to by MLDs (which consent shall not be unreasonably withheld).

 - b. Litigation challenging the CCE *and* the Project. In the event litigation concerning a Claim challenging both the Project *as well as* entry, recordation, lawfulness, existence or administration of the CCE occurs, the MLDs shall have the additional obligation to defend GVRD and City and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them, with counsel selected by City and GVRD, and consented to by MLDs (which consent shall not be unreasonably withheld) provided that legal fees and costs of any defense shall be

fairly apportioned between Parties so that MLDs pay for the legal costs attributable to the Claim concerning the CCE and City, and GVRD pay for legal costs as to remaining Claims as may be decided between City and GVRD.

19. The Parties' obligations with regard to Paragraphs 15 through 18 shall cease upon completion of the Project and acceptance of the Project as complete by the City.
20. This MOU does not contain or constitute a substantial change of circumstances requiring the preparation of an Environmental Impact Report of any type. Rather, it represents a framework within which the Parties will work to fund the protection of cultural resources at Glen Cove. Nevertheless, in an abundance of caution and in recognition of all Parties' desire to protect and preserve the natural and cultural resources at Glen Cove, the City and GVRD agree that they will comply with all applicable provisions of the California Environmental Quality Act prior to making any final discretionary decision and/or commitment to a specific course of action that is subject to the Act.

No Admission Of Liability

21. This Agreement pertains to a disputed claim and does not constitute an admission of liability by any party.

Voluntary

22. The parties acknowledge and warrant that their execution of this Agreement is free and voluntary.

Time

23. The parties agree that time is of the essence in the performance of the terms of this Agreement.

Parties Bound By The Agreement

24. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective legal representatives, heirs, successors, and assigns.

Applicable Law

25. This Agreement shall be governed by, construed in accordance with, and interpreted under the laws of the State of California and to the extent applicable, the laws of the United States.

Warranty Of Capacity

26. Each of the parties to this Agreement represents and warrants that it has not sold, assigned, transferred, conveyed, or otherwise disposed of any claims, demands, obligations, or potential causes of action arising out of, in connection with, or related to the subject matter of the Action, including all complaints and cross-complaints filed therein and that no other person or entity has any interest in any claims, demands, obligations, or potential causes of action that it may have arising out of, in connection with, or related to such matters. Each of the parties to this Agreement further represents and warrants that it has the sole right and exclusive authority to execute this Agreement and receive the consideration set forth in the Agreement and is authorized to enter into this Agreement.

Attorney's Fees

27. Each party shall bear its own attorneys' fees incurred in connection with the Action, including attorney's fees for preparation, negotiation or revision of this Agreement and all writings or conduct related thereto.

Waiver And Amendment

28. No breach of any provision of this Agreement can be waived unless that waiver is made expressly and in writing. An express waiver of any one breach will not be deemed a waiver of any other breach of the same or any other provision of this Agreement. This Agreement may not be amended or waived except by prior written approval of all parties to this Agreement.

Independent Advice of Counsel

29. Each of the parties represents that, in executing this Agreement it relied upon its own judgment, beliefs, knowledge, and the recommendations and advice of its own independently selected counsel and consultants concerning the nature, extent, and duration of its rights and claims, and that it enters into this Agreement voluntarily, with the approval of its counsel, and with knowledge of the significance of the terms of the Agreement. Accordingly, each of the parties agrees that no rule of construction providing that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Agreement.

Entire Agreement

30. This Agreement, including Exhibit A (Cultural and Conservation Easement), Exhibit B (Glen Cove Waterfront Park Master Plan) and Exhibit C (Cultural Resources Mitigation Measures) embodies the entire agreement and understanding between the parties and all prior negotiations, agreements, understandings, oral or written, are merged and superseded by this Agreement.

Effectiveness

31. This Agreement shall not become effective unless and until all parties have executed it.

Counterparts

32. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Severability

33. Should any part, term or provision of this Agreement or any documents required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

Interpretation

34. In this Agreement the masculine gender includes the feminine and neuter, and the singular number includes the plural, and the words "person" and "party" include a corporation, partnership, firm, trust or other association wherever the context so requires.

Recitals And Captions

35. The recitals and captions of the paragraphs and subparagraphs of this Agreement are for convenience only. The words of the recitals and captions shall not be used to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

* * * * *

THE CITY OF VALLEJO

A municipal corporation

By: _____
Phil Batchelor
City Manager

Attest: _____
Sherry Kelly
City Clerk

(SIGNATURES CONTINUED ON FOLLOWING PAGE)

APPROVED AS TO FORM

By: _____
Frederick G. Soley
City Attorney

CORTINA BAND OF WINTUN INDIANS
A federally-recognized Indian tribal government

By: _____
Charlie Wright, Chairperson
Tribal Council

APPROVED AS TO FORM:

By: _____
Alex Cleghorn
California Indian Legal Services, Inc.
Legal Counsel for Cortina Band of Wintun Indians

YOCHA DEHE WINTUN NATION,
A federally-recognized Indian tribal government

By: _____
Marshall McKay, Chairperson
Tribal Council

APPROVED AS TO FORM:

By: _____
Paula M. Yost
SNR Denton US LLP
Legal Counsel for Yocha Dehe Wintun Nation

(SIGNATURES CONTINUED ON FOLLOWING PAGE)

GREATER VALLEJO RECREATION DISTRICT

By: _____
Shane MacAfee
General Manager

APPROVED AS TO FORM:

By: _____
Chester Rogaski
District Counsel

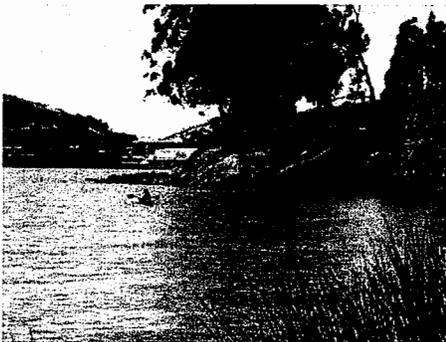
EXHIBIT A

**Please refer to the
Deed of Conservation and Cultural
Easement**

EXHIBIT B

Glen Cove Waterfront Park Master Plan (August 2007)

Glen Cove Waterfront Park Master Plan



August 2007

Prepared



Greater Vallejo
Recreation District

Prepared by:



LandPeople, landscape architects & planners

with:

Michael Kent & Associates, environmental planners
The Environmental Collaborative, biologists
Holman & Associates, archaeologists
Kleinfelder, Inc., geologists

EXHIBIT B

Glen Cove Waterfront Park Master Plan

Prepared for:

Greater Vallejo Recreation District



In collaboration with:

Greater Vallejo Recreation District Board of Directors

M. Dale Welsh, Chair

Janet Laine

Liat Meitzenheimer

Michael Palmaffy

William J. Pendergast, III

August 2007

Prepared by:

LandPeople



landscape architects and planners

Randy Anderson, Principal

511 First Street, Benicia, CA 94510

v: 707-746-1948 f: 707-746-7269 e: info@landpeople.net

In association with:

Michael Kent & Associates, *Environmental Consultants*

Environmental Collaborative, *Biological Consultants*

Kleinfelder, *Geotechnical Engineers*

Holman & Associates, *Consulting Archaeologists*

A.C.K., *Engineers and Surveyors*

Glen Cove Waterfront Park Master Plan

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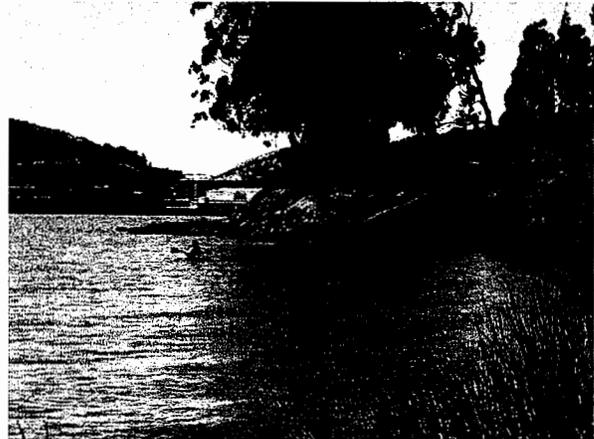
Appendices

- Appendix A: Stremmel Mansion RFP and Results Summary
- Appendix B: Examples of Interpretive Installations
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- Appendix E: Geotechnical and Geological Evaluation
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1.0 INTRODUCTION AND PLAN SUMMARY

Background and Setting

The Greater Vallejo Recreation District (GVRD) is a special service district that was formed on July 14, 1944 as the result of an election by the people within the Vallejo Township. In 1945, GVRD began operations to serve the community of Vallejo with recreation programs, parks, open space, and facilities. GVRD is governed by a five-member Board of Directors, who are appointed for four year terms. GVRD provides park and recreation services to over 121,000 people. Funding for operations and maintenance comes primarily from property tax revenues collected by Solano County.



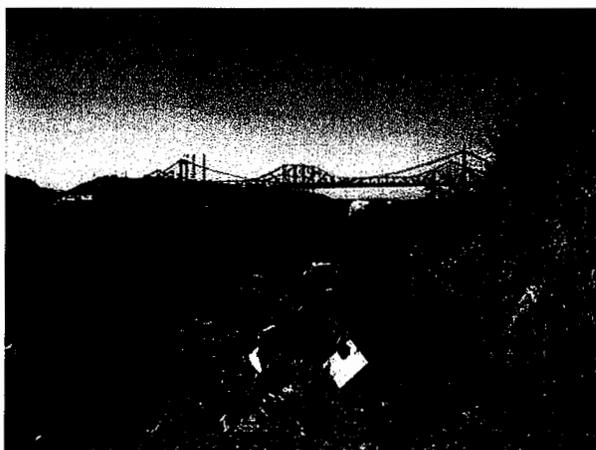
Glen Cove Waterfront Park is a fifteen acre site located in southern Vallejo, on the north side of the Carquinez Strait (see Figure 1). It is on the southern edge of the large Glen Cove residential development. GVRD purchased the site in 1983 using park facilities fees from development, with the intent to improve it as a community park. It was deeded to the City of Vallejo and included in the master lease between the City and GVRD. The site has a unique natural character, with its protected waterfront cove, views to the wooded southern shore, stately eucalyptus trees, and intimate relationship to the residential neighborhoods on the surrounding hills. A current feature of the site is the Stremmel "mansion", or main house, a two-story 1920's era structure located in the central portion of the site.



The park site is significant to the greater Vallejo region due to its history, unique setting and natural amenities. It is a crucial link in two regional trail systems that will connect public open space and park lands on both sides of the Carquinez Strait, and around all of San Francisco Bay. The site is important to the local Glen Cove community because it is directly adjacent to two residential developments, and serves as their primary viewshed. Several neighborhoods overlook the site, and many more are within walking distance. Vehicular access to Glen Cove Waterfront Park from Highway 780 includes Glen Cove Parkway, South Regatta Drive, and Whitesides Drive, the cul-de-sac that serves as entry road to the park.

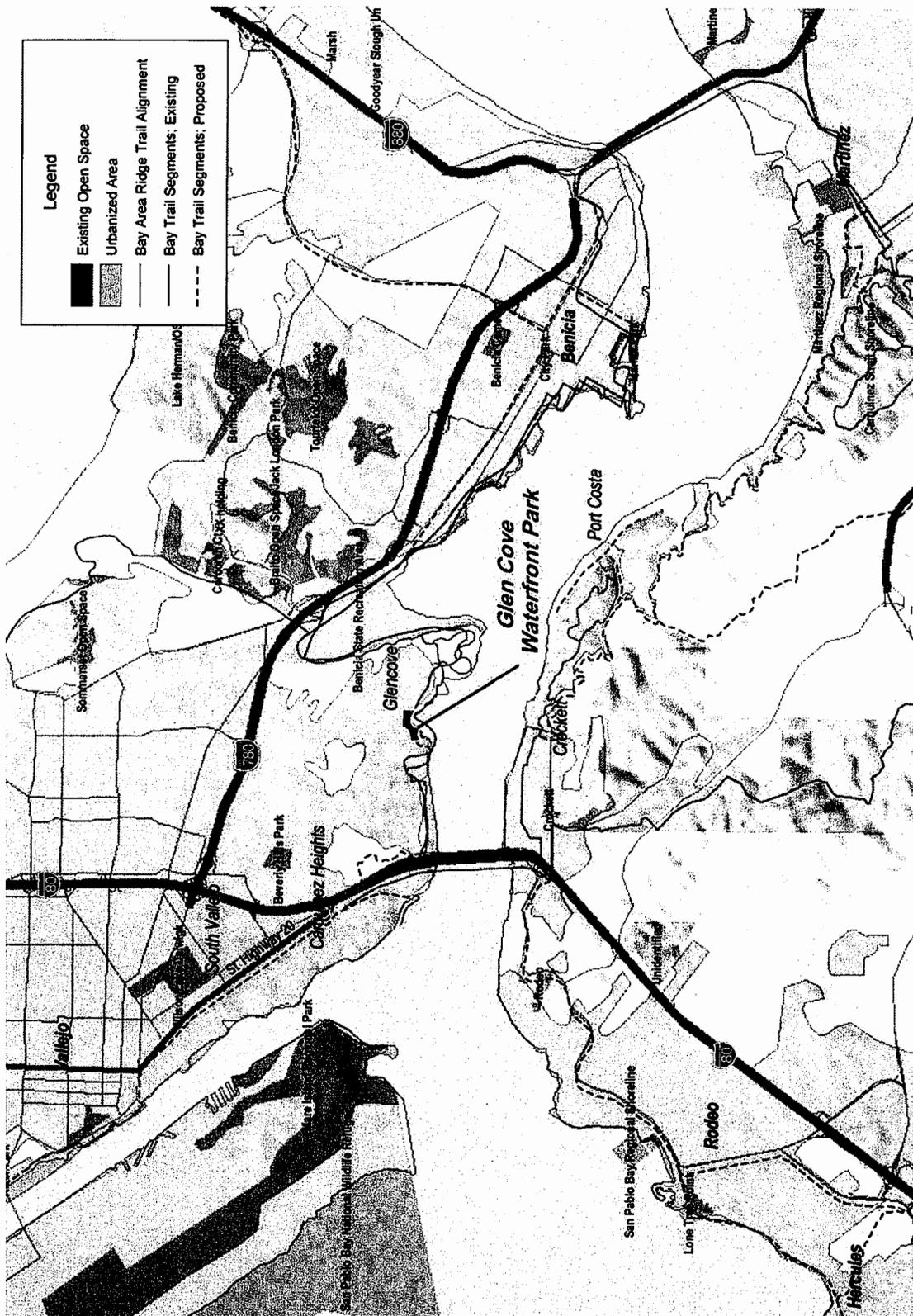
Glen Cove Waterfront Park Master Plan

Immediately to the north of the park site are two multi-family residential areas, east and west of Whitesides Drive. To the east, the park is adjacent to a narrow waterfront parcel owned by PG&E, above which are single-family homes on South Regatta Drive. Beyond the PG&E parcel is Benicia State Recreation Area, commonly referred to as Benicia State Park. The State Park includes land on the eastern shore of Glen Cove, and stretches around Dillon Point into Southamptton Bay, where it connects to waterfront residential areas in the City of Benicia. To the south, the park includes approximately 1500 lineal feet of waterfront along scenic Glen Cove on the Carquinez Strait. On the opposite (southern) shore of the Strait to the southeast are park and open space lands of the East Bay Regional Park District in Carquinez Strait Regional Shoreline, and to the southwest, the city of Crockett and the historic and still-operating C&H Sugar plant. Further west, bridging the Strait is the Carquinez Bridge including the recently-dedicated Al Zampa Memorial Bridge – a graceful suspension structure. Adjacent to the site to the west is dedicated open space land of the City of Vallejo, overlooked by a gated ridgetop housing development.



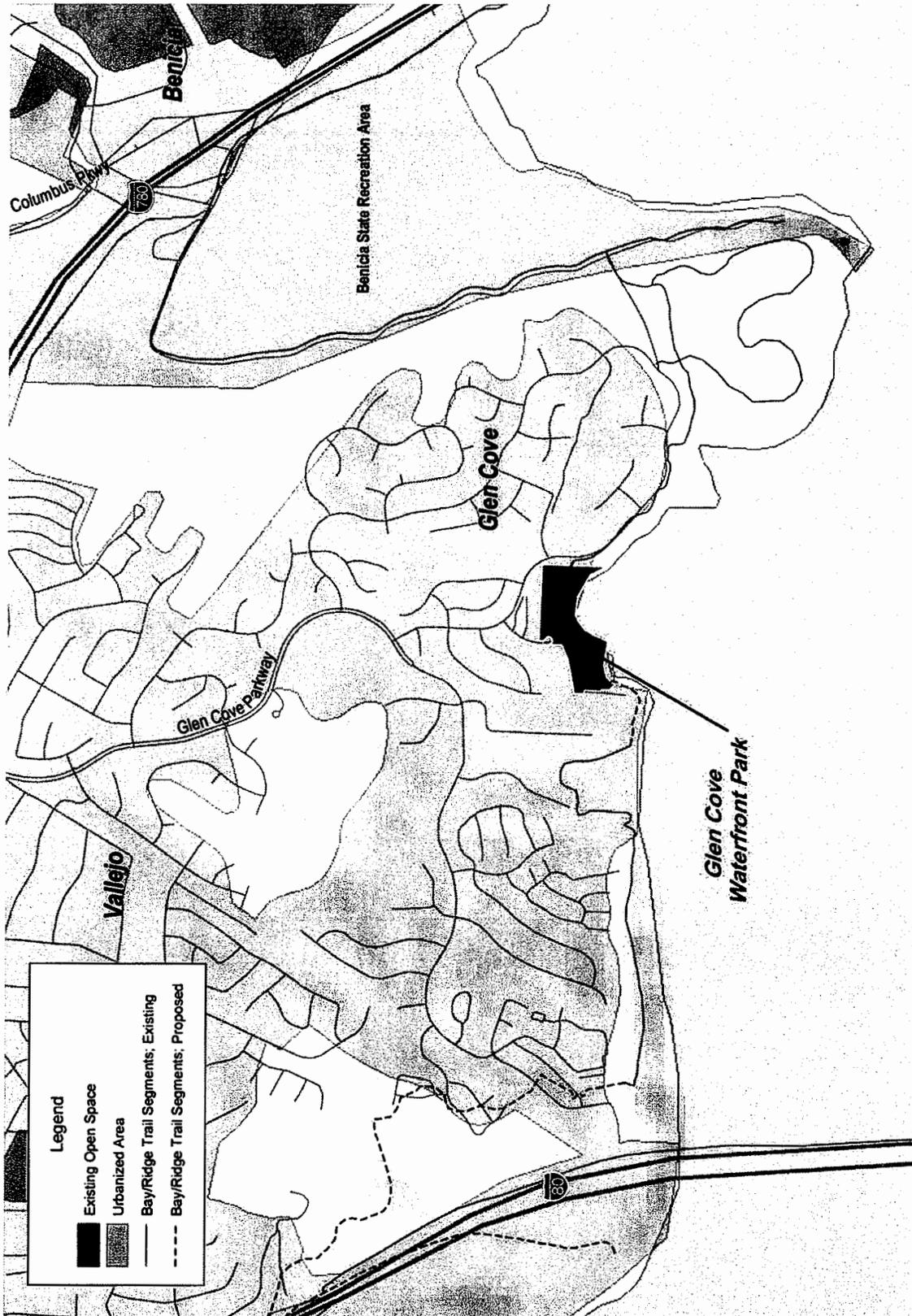
Glen Cove Waterfront Park Master Plan

Figure 1: Regional Location Map



Glen Cove Waterfront Park Master Plan

Figure 2: Site Vicinity Map



Glen Cove Waterfront Park Master Plan

The former Stremmel residence is a key feature of the site and an issue for the master plan. The structure has been vacant for many years, while the adjacent small cottage is occupied by a caretaker who protects the main house from vandalism. GVRD does not have the financial resources to restore, operate or maintain the building. In the past, residents of Vallejo, and Glen Cove in particular, campaigned for preservation of the main house, but there was no significant interest in its preservation during the current master planning process.



The site features naturalized non-native grasslands, hillsides dominated by invasive, non-native fennel, riparian and waterfront areas with native plants, and mature eucalyptus and other introduced trees along the waterfront and around the main house. A portion of the waterfront in the center of the cove is documented as a “highly-sensitive, protected archeological zone” due to evidence of Native American use. The immediate grounds surrounding the house are documented as significant

archeological resources due to the presence of “midden” or shell mound material indicating a long-term Native American occupation.

In 1988, shortly after GVRD acquired the site, a Master Plan Report was prepared for the park.¹ This report envisioned a significant level of use and improvement of the site, including renovation of the Stremmel main house for use as a center for small public and private events, approximately 145 parking spaces, two restroom buildings, a concessions building and formally improved plaza and landscape spaces. Since that time GVRD has determined that a much lower intensity of development and access is desired, focusing on preserving and enhancing the quiet natural beauty and waterfront open space character of the site.

The site is designated as Waterfront Commercial in the City of Vallejo General Plan, and is zoned as Public Facility. The 1999 General Plan noted



¹ Glen Cove Park, Vallejo, California, Master Plan Report, Amphion Environmental, Inc., November 1, 1988.

Glen Cove Waterfront Park Master Plan

that Public Facility is “clearly compatible” zoning district in the Waterfront Commercial land use category. Conforming uses under this zoning would be public park improvements and related facilities. Because residential use has occurred continuously on the site, residential use of the main house and caretaker’s residence is “grandfathered” as a non-confirming use. A commercial use of the site would require rezoning.

The San Francisco Bay Conservation and Development Commission (BCDC) is a state agency that promotes environmental protection and public access. BCDC has jurisdiction over the waters and shoreline of the Bay and a 100’ band beyond the shoreline. BCDC published a Bay Plan in 1968 to provide a general vision of the use and improvement of the Bay. The Plan has been regularly amended and updated. The map of the Vallejo area, last amended in 2002, shows the Glen Cove site as a “waterfront park and beach” and includes a policy statement for the Carquinez Strait Shoreline: “Continuous public access should be provided along the bluff top and shoreline of Carquinez Strait and views of the water from shoreline vista points should be preserved.” The park Master Plan is consistent with the Bay Plan goals and policies.

Regional Trail Systems

The San Francisco Bay Trail and the Bay Area Ridge Trail are two regional trail systems that have long planned a shared trail alignment through the site.

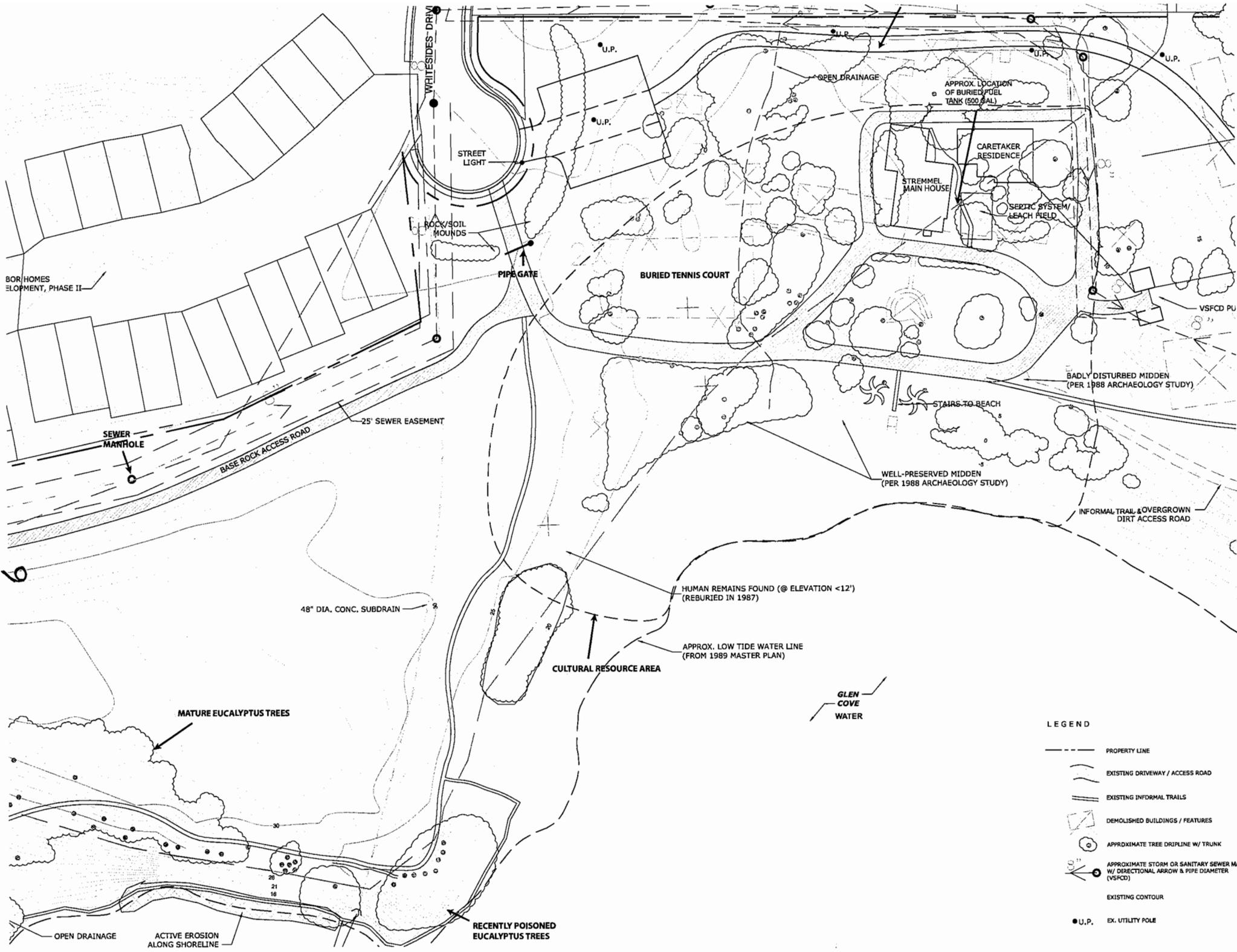
The San Francisco Bay Trail Project. In 1987, then-state Senator Bill Lockyer conceived of a plan for a so-called “Ring around the Bay,” a hiking and bicycling trail that would encircle San Francisco and San Pablo bays, ideally as close to the water as possible. He authored Senate Bill 100 (SB 100) authorizing the Association of Bay Area Governments (ABAG) to “develop and adopt a plan ... for a continuous recreational corridor which will extend around the perimeter of San Francisco and San Pablo bays.” SB 100 required that the plan include a specific trail route; the relationship of the route to parks and other recreational facilities; links to existing and proposed public transportation facilities; an implementation and funding program for the trail; and provisions for implementing the trail without adversely affecting the natural environment of the bay. The Bay Trail Plan was adopted by ABAG in July 1989, and its policies and proposed alignment continue to guide the development of the Bay Trail. The San Francisco Bay Trail Project, a nonprofit organization administered by ABAG, was created in 1990 to plan, promote and advocate implementation of the Bay Trail. To date, slightly more than half the Bay Trail’s ultimate alignment—approximately 250 miles—has been developed.



Glen Cove Waterfront Park Master Plan

The Bay Area Ridge Trail. Founded in 1987, the Bay Area Ridge Trail Council is a non-profit volunteer-driven organization working to create a 400 mile ridgeline trail system connecting the Bay Area's greenbelt of parks and open spaces with its communities. Upon completion, the Ridge Trail will connect 9 counties and serve 100 communities. The efforts of the organization to date have resulted in the dedication of over 215 miles of Ridge Trail. In the study area the Ridge Trail alignment is shared with the Bay Trail alignment until such time as the ridgeline connections can be completed.





- LEGEND**
- PROPERTY LINE
 - - - EXISTING DRIVEWAY / ACCESS ROAD
 - == EXISTING INFORMAL TRAILS
 - DEMOLISHED BUILDINGS / FEATURES
 - APPROXIMATE TREE DRIPLINE W/ TRUNK
 - ⊙ APPROXIMATE STORM OR SANITARY SEWER MW/ DIRECTIONAL ARROW & PIPE DIAMETER (VSFCD)
 - EXISTING CONTOUR
 - U.P. EX. UTILITY POLE

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Goals of the Current Master Plan

The Master Plan for the Glen Cove Waterfront Park site addresses two parallel goals so that a compatible balance is achieved:

1. Recognize and protect an important indigenous settlement and burial site. The site was an important settlement of indigenous people for thousands of years. It is unique in sharing presence of both Bay Area and Central Valley tribes. Officially designated as territory and remains of the Patwin tribe by the California Native American Heritage Commission, the site is considered a sacred burial site by people of many tribes, and is well documented as an important archaeological site.

2. Implement a public waterfront open space park. The site is dedicated public park land, shown on maps and available for public use for fishing, trails, water access and informal picnics and play for many years. It was purchased with park facilities fees by Greater Valley Recreation District (GVRD) with the intention that it be improved as a public park. Based on GVRD staff direction and changes in community opinion since the 1988 Park Master Plan was prepared, it is now intended that the park be improved only for low-intensity, natural type recreational uses (e.g. no formal sports facilities or major recreational improvements).

Both goals for the site are valid and share many common concepts – particularly the restoration of the site to a more natural condition, and the active participation of local people in taking care of it. The primary objective of this Master Plan is to find the best balance between these two goals in the preservation and form of a more natural site.

The Planning Process

This Master Plan was prepared by LandPeople, landscape architects and planners, of Benicia, California. LandPeople led a multi-disciplined team of consultants to study and plan the site and prepare a document to address the California Environmental Quality Act (CEQA). The environmental planning firm Michael Kent & Associates was responsible for preparation of the CEQA document.

Preparation of this current plan involved extensive public outreach and participation efforts. An initial public workshop was held on November 13, 2004 at the site. This covered the background, scope and objectives of the Master Plan and collected ideas and opinions on park use and improvement. On January 27, 2005 a presentation was made to the GVRD Board of a draft Request for Proposals (RFP) intended to elicit potential uses of the Stremmel main house. This meeting included public comment on the use of the building and the surrounding site. The RFP was issued by GVRD on February 15, 2005. Its availability was widely noticed to the local and regional press, in real estate publications and internet sites, on GVRD's web site, and to the list of persons living near or interested in the park site.

Due to the high level of interest in the site from the Vallejo Intertribal Council and other Native American groups and individuals, a workshop specific to cultural resources was held on April 25, 2005. Based on information provided by the Vallejo Intertribal Council

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and the Native American Heritage Commission, many Native American tribes and individuals were notified of this meeting, particularly those known to be concerned about the site.

Proposals in response to the Stremmel House RFP were due on May 18, 2005. At a meeting of the GVRD Board on June 6, 2005 the results were reviewed and a preliminary finding made by the Board that there were no responsive proposals for use of the structure, and that planning should proceed based on the premise that the structure would be demolished. Initial plan concepts and options were presented by LandPeople at a public workshop before the GVRD Board on August 25, 2005.

Technical studies were completed during this period to provide a sound basis for Master Plan decisions. A Summary of Cultural Resources Research (Appendix C) was prepared by Holman & Associates, Archaeologists. This was later supplemented by field sampling to more accurately determine the boundaries and condition of the cultural resource deposits. Finally, in response to comments on the Draft EIR, a third phase of archaeological testing was completed in May, 2007 involving deeper geoprobe borings of the western portion of the site and review by a geo-archaeologist to determine the presence of cultural resource deposits. These studies supported the previously-established boundary of the cultural resources area as depicted in the Master Plan.

A Biological Constraints Assessment (Appendix D) was prepared by The Environmental Collaborative to establish a baseline for protection and restoration of natural resources on the site. A Geotechnical and Geological Evaluation (Appendix E) was prepared by Kleinfelder, Inc. to evaluate geological conditions and make recommendations for appropriate shoreline erosion protection measures. Due to the decision to demolish the former Stremmel house, the infestation of the site by invasive exotic trees and plants, and the consensus to return the site to a more natural condition, the scope of the project was expanded to include a Vegetation Management and Habitat Restoration Plan (Section 3.0) prepared by The Environmental Collaborative.

The Draft Master Plan was presented at a public hearing before the GVRD Board on March 9, 2006. The Master Plan was revised based on comments and published for public review and formal environmental analysis in August, 2006. A draft Environmental Impact Report (EIR) on the Master Plan was published in December 2006, and a public meeting to receive comments was held by the GVRD Board on January 11, 2007. The required 45 day comment period on the Draft EIR ended January 17, 2007. A GVRD Board meeting and study session was held on July 18, 2007 to review results of the third phase of cultural resource studies, hear public comments on the Master Plan, and direct final adjustments to the Master Plan. At a hearing before the GVRD Board on September 27, 2007, the EIR was certified as final and the Master Plan was adopted.

Glen Cove Waterfront Park Master Plan

Master Plan Summary

The primary objective of the Master Plan is to return the site to a more natural condition. The Master Plan calls for re-contouring the western portion of the site to more natural topography, and protection of the cultural resources from disturbance during demolition of the Stremmel main house and thereafter by placement of a layer of soil over the area. This earthwork supports a parallel effort to remove the invasive exotic species that have taken over the main house/cultural resources area, and impacted virtually all areas of the site. Placement of natural stone shoreline protection along two portions of the site is another work element that would be completed during initial operations. All work within the cultural resource area and a 50' buffer around it would be overseen by archaeological consultants and designated Native American representatives to ensure that the resources are protected.

The earthwork and removal of much of the existing vegetation may seem to some parties to be counter to the goals of maintaining the site in a natural condition, and even to protecting the cultural resources. However, the site has been severely adversely impacted by recent human actions. Its value has been compromised as natural habitat, and as a low-intensity nature park. The current vegetation is not representative of the environment when native people occupied the site or even when it was farmed. It took significant actions and a long period of time to cause the site to be in its current condition. It will take a significant and carefully-planned effort to give it a sound start toward restoration to a more natural and useful condition. Long-term, if not perpetual, follow-up by paid contractors and/or resource management organizations and volunteers will be required to implement the vision of a more natural and stable site. This unique site is worth the effort because it connects to other important wildlife habitat areas, has unique cultural history and resources that should be protected and respected, and has special environmental and scenic qualities that allow the visitor a sense of what the Greater Vallejo region was like in centuries past.

Proposed visitor-serving improvements for the park are suitably modest. Some existing service roads or driveways that access the main house, caretaker's house and sewer and electric facilities will be maintained or have minor improvements and will double as trails. Existing informal trail routes will be improved either as rock-surfaced trails 5' wide along the waterfront, or as a paved 12' wide connection in the regional S.F. Bay Trail and Bay Area Ridge Trail system. Other existing roads that served the main house would be broken in place, buried, and re-seeded to restore a natural condition.

A small 15 car parking area and a single restroom will be provided to support use by visitors who don't live near the site. A small number of individual picnic tables and benches will be provided, mostly along the shoreline. All native trees on the site, including willows along the creeks and some trees planted in the main house/cultural resource area, will be preserved. Ornamental trees that are healthy and not threatening to invade other areas will be preserved, at least until a native landscape is more fully established. A native landscape will be established by seeding native grass and wildflowers, and planting native tree and shrubs. At the park frontage on

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Whitesides Drive, a more ornamental landscape emphasizing native plants will be planted to complement the adjacent residential landscapes. Along the now-barren northwest portion of the site, additional native tree and shrub plantings will be added. These plantings, and the frontage plantings will be sustained by drip irrigation, at least during establishment, while other areas will depend on natural precipitation.

A secondary objective of the Master Plan is to close out the more recent chapter of European settlement and use of the site. This settlement and agricultural use existed since at least 1857, originally a farm or ranch, then a “pleasure resort” with dance hall and beer garden in the late 1800s, and more recently, up until development of the surrounding area in the 1980’s, a dairy farm, with a large Victorian home formerly occupying the site of the present Stremmel main house, and many other structures that have since been demolished. The use of the site for agriculture has long ended, and all evidence is gone, as is the “pleasure resort.” Based on its poor condition, lack of interest in economic use, and conflict with the other site purposes, the decision was made to demolish the Stremmel main house. The caretaker’s residence is also recommended to be demolished based on its adverse presence in the cultural resource area, and the initial and on-going costs of repairing and maintaining the structure and support systems.

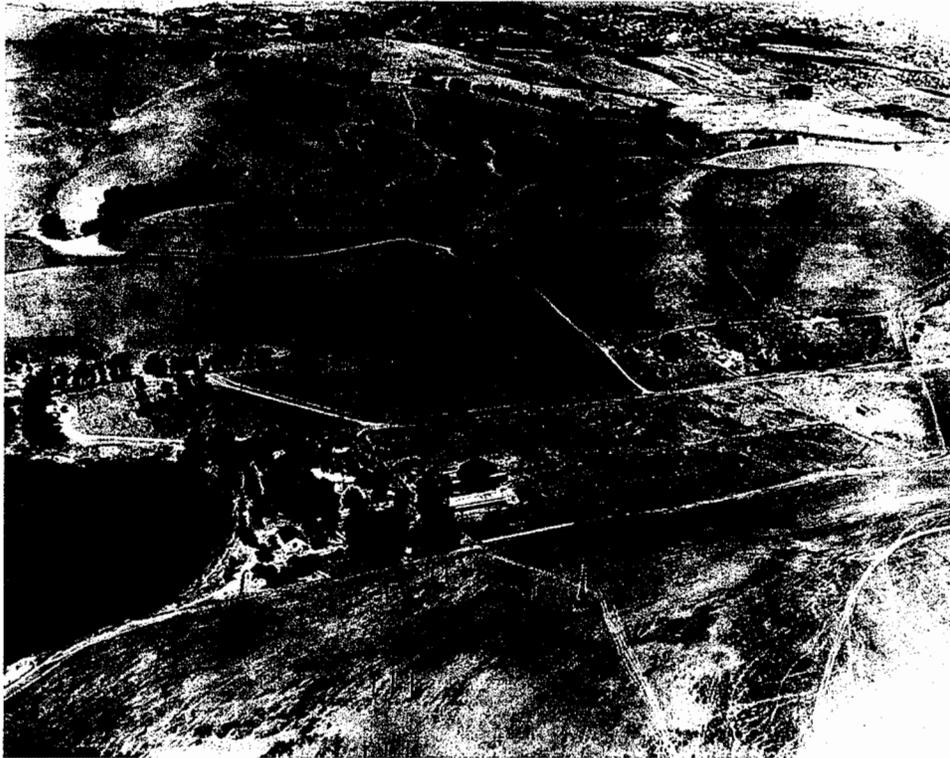


The Bailey sisters, early residents, in front of the house that pre-dated the current structure.



Glen Cove in the 1890s, looking southwest

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Glen Cove vicinity, 1960s? looking west



Glen Cove vicinity, 1960s? looking north

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Glen Cove vicinity, 1960s? looking south



Glen Cove in 1985, just prior to development

2.0 SITE USE AND IMPROVEMENT ELEMENTS

The following Master Plan elements are shown on the Master Plan, Figure 4, with letters and numbers keyed to the text. These improvement and restoration elements have been selected to help balance park and archaeological resource goals.

A. Cultural Resource Area

The area around the Stremmel main house, and the area adjacent to a small perennial stream, is well documented as an archaeological site that still contains human remains and is sacred to many people (see Area A on Figure 4). Descendants of indigenous people, especially representatives of those tribes who are known to have occupied the site, have been and should continue to be directly involved in planning and managing the archaeological resource area, and determining the protection and disposition of encountered remains and artifacts, consistent with state and federal law. Other areas of the site have not been shown to contain resources or remains, or have been so extensively re-graded at previous times as to preclude this.

Actions:

1. Protect the human remains and artifacts from disturbance.
 - a. Define a protection area as shown on Figure 4, including a 50' buffer around the area as recommended by the Project Archaeologist. No construction or other activity involving significant disturbance of the soil shall occur in the protection area and buffer as part of the Park improvements, or as part of work by others (e.g. the Sanitary District), without consultation with a qualified archaeologist to ensure that the cultural resources are properly protected (see Section 4.0, Park Management Guidelines, for more information).
 - b. Remove the existing invasive exotic plants (primarily elms and tree-of-heaven) by cutting off at ground level and painting stems with approved herbicide. No digging or ground disturbance will be allowed (see Section 3.0, Habitat Restoration, for more information).
 - c. Place a protective layer of approximately 12" of soil over the resource area (see Section 2.0, H, regarding site grading for more information). This soil layer will protect the cultural resources from disturbance during the demolition of the Stremmel main house, and during subsequent use of the site by the public, and will allow planting of seedlings for restoration of native habitat without disturbing the native soil, and installation of sign bases. No sign or fence post holes shall be allowed to penetrate into the native ground under the soil cap.
 - d. Mark the archaeological resource area boundary with signs at all points of entry (see Sign Program in Section 2.0, E), and at the perimeter with natural materials such as stones or native plants.
 - e. Provide signs informing the public of the fact that the area was a significant site of Native American dwelling and trading, that remains of

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- those people are buried on the site, and that it is considered sacred by many people. Encourage recognition and respect for its status.
2. Restore native vegetation to the site. (see Section 3.0 for more detail).
 - a. Seed and plant native species to restore the area to a more natural conditions with methods that don't disturb the original soil.
 - b. Involve indigenous people and local residents in planning and implementing the restoration effort.
 3. Encourage understanding and respect for the history of the site's use by indigenous people, their near-extirmination, the presence of human remains, and the importance of the site to indigenous people today.
 - a. Provide interpretive plaque(s) that describe the pre-historical and historical significance of the site to indigenous people and more recent residents:
 - Who lived and traded here;
 - How they lived;
 - Impact of the Spanish/Mexican and American conquest;
 - Specific records of events (e.g. journal of Father Ramon Abella, reproduced in Archaeological report for 1988 Master Plan);
 - History of European use – 1850 – 1980s)
 - b. Accommodate low intensity use:
 - Preserve clearing for ceremonies, gatherings;
 - Provide benches, tables, per standards described in Section 2.0, D).
 - c. Other compatible features or activities to be determined through future public interest/participation and grant availability (e.g. Interpretive installations, docent interpretation, religious ceremonies, a re-created village – see examples of other park sites with indigenous archaeological resources in Appendix A.

B. Stremmel Main House and Caretaker's Residence

The main house could be considered historic, but has not been formally determined at this time. The main house and associated structures were described, mapped and evaluated in detail in an appendix to the 1988 Master Plan.² The current Master Plan process included an extensive process to solicit use proposals (described in Appendix A), however no responsible use proposals were received. GVRD does not have resources to improve and maintain the main structure, and there has been general support for and no protest against, demolition of the main house during the public review process. The structure is built on top of and conflicts with the cultural resources protection area. Demolition of the structure requires use of large equipment that could disturb the archaeological resources, unless protection is provided through careful planning and a protective layer of soil. No information or opinion has come to light that identifies the main house as historically significant, though the site may be significant in historic times, as well as prior to the advent of the Spanish. Before the main house

² Stremmel Mansion Assessment, Amphion Environmental, Inc. and G.F.D.S. (Structural Engineers?), April 1988 (Appendix to 1988 Master Plan).

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is demolished, steps are recommended below to thoroughly document its features and setting.

The caretaker's residence is a single story concrete block structure with approximately 1600 to 1800 square feet; 2 bedrooms, 1 bath, a kitchen, living room, work room and fireplace. The residence is described in more detail in the appendix to the 1988 Master Plan. Some significant repairs would be needed if the caretaker's residence is to remain in service:

- Connect the residence to nearby sewer line (this work would need to be performed under the supervision of a consulting archaeologist and Native American representative).
- Test walls from exterior to determine reinforcement; add reinforcement if necessary.
- Inject grout in cracked concrete block house and garden walls.
- Inspection and potential upgrade of wall to roof framing connection (requires removal and replacement of interior wall finish).
- Repaint inside and out.

The caretaker's residence is not a valuable structure in its own right, and has the above needs for repair and maintenance. The presence of a caretaker at the park potentially could have benefits for security, maintenance, and even restoration and interpretation efforts. However, the caretaker's residence is located in the cultural resources area and could have an adverse impact on the protection of and respect for these resources.

Actions:

1. Demolish the Stremmel main house
 - a. Thoroughly document the features of the house and setting with photos, notes, and measurements for historical records. Collect available historic photos, maps, accounts and other records into a file to be provided to GVRD, the City of Vallejo, the Vallejo Historical Society and other interested parties, and for reference in preparing interpretive signs and materials.
 - b. Assess the structure for the presence of any lead or asbestos materials and have them removed by a qualified contractor.
 - c. Demolish the main house using conventional demolition techniques and equipment, but with careful specifications and controls to avoid disturbance of cultural resources, including placement of a protective layer of soil on the ground around the structures.
 - d. Break, but do not remove, any paving at the bottom of the basement to allow drainage.
 - e. Fill in the basement with soil in compacted layers to prevent a hazard to park users.
 - f. Plant native plants over the area to restore to a more natural condition, as described in Section 3.0.
2. Demolish the Caretaker's Residence.

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- a. Assess the structure for the presence of any lead or asbestos materials and have them removed by a qualified contractor.
- b. Demolish the structure using conventional demolition techniques and equipment, but with careful specifications and controls to avoid disturbance of cultural resources, including placement of a protective layer of soil on the ground around the structures.
- c. Break and remove the slab foundation to allow drainage.
- d. Plant native plants over the area to restore to a more natural condition, as described in Section 3.0.

C. Roads and Trails

Roads are required for service access and trails are needed for access to and through the park and the cultural resource protection area. An existing paved access road connects the cul-de-sac at Whitesides Drive to the Stremmel residence, caretaker's house, and a sewer pump station located on the east side of the site. A base rock-surfaced road to provide maintenance access exists along the sewer line on the west side of the site. A well-established dirt path follows the shoreline on the west side, and a less established path connects to an existing paved service road past the east boundary of the site on property owned by PG&E. The service road connects to a trail extending from the Benicia State Recreation Area (BSRA). Use of the service road for public access will require permission from PG&E, and resolution of maintenance responsibilities, presumably shared with PG&E and Vallejo Sanitary and Flood Control District (VSFCD), which uses the road for access to sewer manholes.

The San Francisco Bay Trail and the Bay Area Ridge Trail are two regional trail systems that have long planned a shared trail alignment through the site, ideally as close to the water as possible. The Bay Trail guidelines call for a paved path 12' wide, with 2' crushed rock shoulders, to be shared by pedestrians and bikes, but lesser levels of improvement may be acceptable. Ridge Trail standards are more flexible. While a multi-use trail is also sought, it is typically a more rustic, unpaved trail accommodating hikers, mountain bikes, and where feasible, equestrians. The nearest existing segments of the Bay and Ridge Trails are unpaved, base rock surfaced trails meeting ADA standards in BSRA to the east, a paved section of trail that extends around the Glen Cove Marina (the Marina is actually located in Elliott Cove, to the west of Glen Cove Waterfront Park), and unpaved trails along the bluff in open space areas to the west of the Marina. Long-term Bay Trail and Ridge Trail plans call for a waterfront trail extending west to connect with the existing trail at the Glen Cove Marina.

Actions:

1. East Side Access:
 - a. Maintain the existing main access road on the east side of the site to provide internal park circulation, a Bay/Ridge Trail route, and access for the sewer pump station, and park service and emergency access.
 - b. Construct Bay/Ridge Trail connections east toward BSRA:

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- Secure permission from PG&E for public access on the existing paved service road on PG&E property east of the Park site. The service road pavement surface on the PG&E property is cracked and will need repair and re-surfacing, and encroaching vegetation will need to be trimmed.
 - For the Bay Trail, construct a paved 12' wide path with 2' decomposed granite shoulders connecting from south of the sewer pump station east to the existing service road.
 - For the Ridge Trail and as an internal park loop, construct an informal 5' wide decomposed granite trail across the north side of the site.
- c. Provide beach/water access
- Repair stairs to beach at the main house by replacing rusted railing with railing on both sides of steps and mortaring new stone in place. No excavation will be allowed.
 - Provide an informal trail to cove overlook on east side (5' wide base rock and/or decomposed granite surface).
 - Provide an ADA-compliant informal trail to the beach at the east end of the site (5% maximum grade, or up to 8.33% with level resting intervals as required by State Accessibility Code).
2. West Side Access:
- a. Realign and reconstruct the existing base rock service road on the west side of the site (following site re-grading) to provide a 12' wide paved Bay/Ridge Trail segment and service road (to access manholes).
 - b. Improve existing informal waterfront trail. Improve informal trail (5' wide base rock and/or decomposed granite surface) on existing route, except route the path above the outfall of the small creek to avoid impact on riparian vegetation.
 - c. Provide beach/water access. Provide an ADA-compliant informal trail to the beach at the west end of the site (5% maximum grade, or up to 8.33% with level resting intervals as required by State Accessibility Code) and in keeping with BCDC recommendations.

D. Public Use Facilities and Fixtures

Although the park site is designated for low-intensity recreation, some basic facilities should be provided to support public use, including benches in the cultural resource protection area. To support use as a public park, and to maintain public health and site cleanliness, a small restroom structure is proposed in the north central portion of the site.

Public parks and trailheads typically provide parking to accommodate visitors. A study of seven comparable Bay Area waterfront open space parks (see Appendix F) indicated a wide range of on-site parking spaces per acre – from .02 to 5.87, with an average of 1.74 spaces per acre. Due to the low intensity of proposed use, and available curbside parking, only a small 15 space parking area is proposed immediately east of the Whitesides Drive cul-de-sac. With 1 space per acre, Glen Cove Waterfront Park would be well below the average parking space-to-acres ratio of

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comparable parks. The proposed site currently exists as a sloping hillside with 8-10% slopes. While curbside parking for approximately 165 cars exists within 1000 feet of the entrance on Whitesides Drive, providing on-site parking will reduce the impacts on adjacent residents of public parking along the street, accommodate seniors, people with disabilities, and families with small children who may have difficulty traveling longer distances, and generally serve park visitors who don't live near the park. The parking lot also provides access for maintenance vehicles to service the VSFCD manholes and PG&E power lines.

Actions:

1. Picnic Facilities:
 - a. Provide six individual picnic tables on concrete pads with integral color, each with trash receptacle:
 - Three tables near the point along the west central waterfront;
 - One table near the beach access trail at the west end of the site;
 - Two tables at overlook at eastern waterfront area
 - b. No barbeques will be provided, to reduce maintenance and improve fire safety.
 - c. Provide drinking fountain/running water near the restroom.
2. Benches: Provide durable concrete or steel benches for resting and viewing:
 - On west side overlooking cove.
 - On east side overlooking cove.
 - At intervals along trails.
 - In the cultural resource area
3. Provide a restroom structure at a central location near the proposed parking area.
 - a. Restroom will be a single, unisex facility in a pre-fab concrete block structure with standing seam metal roofing on a concrete foundation.
 - b. Exterior walls and metal roofing will be finished in neutral, earth-tone colors to blend into surroundings and minimize glare.
 - c. Exterior security lighting will be shielded at the source (screened to prevent light in undesired directions) and mounted on the undersides of the eaves to minimize glare and off-site visibility.
 - d. The restroom will be plumbed into the nearby existing utilities. The sewer line will be connected to a line owned by the Vallejo Sanitation and Flood Control District (VSFCD).
 - e. New water service will be required, including a new water meter and connection to the existing water main located in Whitesides Drive.
4. Construct a small on-site parking area east of the Whitesides Drive cul-de-sac
 - a. Provide asphaltic concrete (AC) paved parking area with 14 standard parking spaces and one handicap, van-accessible parking place with unloading zone.
 - b. Excavate the northern end of the proposed parking area approximately 4-5' into the hillside to minimize cross slopes and to aid in screening from the condominiums to the north.

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- c. Provide mounding shrubs along the northern end and portions of the eastern edge to further screen it from adjacent residences while maintaining views to the cove and Carquinez Straights.
 - d. Provide entry gate to prevent parking during nighttime hours and maintenance access gate at east.
 - e. Apply to the City of Vallejo for permission to restrict parking duration at the end of Whitesides Drive cul-de-sac and limit the parking of RVs for aesthetics, parking capacity and security purposes.
 - f. Provide a vegetated swale south and downstream of the proposed parking area to collect Stormwater runoff.
 - g. No lighting is to be installed in conjunction with the parking area because it will be closed during the night, however a nearby street light on the cul-de-sac will provide some lighting
5. Water and Fishing Access is not anticipated to require any formal facilities. The sandstone outcroppings that project into the cove provide a natural “at your own risk” access for fishing. Kayakers currently occasionally launch from the cove near the existing steps. This level of access is suitable for the low anticipated level of use. A fishing or small boat/kayak pier would be expensive to construct, have high long-term maintenance costs, potential fire risks, and could be visually obtrusive.

E. Signage

Signage for the park will include a main entrance/identity sign, regulatory signs, directional signs and interpretive signs and installations.

Actions:

1. Install temporary notice and information signs explaining the work scope and objectives before and during construction.
2. Provide a main entrance sign constructed of routed stained/painted wood, consistent with the natural open space character and Glen Cove development and/or GVRD sign standards for parks.
3. Install Bay Trail and Ridge Trail route marker signs at intervals along the trail from Benicia State Recreation Area and along Whitesides Drive; the interim route continuing west. Trails on the western portion of the site may also be signed as spur trails.
4. Post rules and regulations, including park hours and emergency contact numbers, near the parking lot and main entrance.
5. Post regulation signs regarding protection of wildlife and control of dogs at the entrance and east and west waterfront areas.
6. Install a mapboard sign or kiosk that orients visitors to regional trails and destinations such as BSRA near the parking area and main park entrance.
7. Handicapped parking spaces will be striped and signed per state standards.
8. The cultural resources area boundaries will be signed at all trail entrances.
9. Signs may be required warning about or restricting fishing and water access for health or safety reasons.

10. Interpretive signs and exhibits should be installed at the cultural resources area to explain its history and significance, including themes such as noted in Section 2.0, A: Cultural Resource Area, part 3a. Any signs in this area must be designed with shallow spread footings (e.g. an X-shaped based in concrete) to avoid disturbing the soil below the cap.
11. Interpretive signs and exhibits should be located at intervals along the shoreline, comprising a nature trail that would circle the site, interpreting features such as the riparian zones, the shoreline plants and wildlife, aquatic life and hydrological processes, and the habitat restoration effort.

F. Fencing and Gates

Fencing exists for the townhome development on Shoal Drive West on the northwest side of the park. This fencing is constructed of tubular steel designed to allow views to the park, and is the responsibility of the homeowners to maintain. A fence of wire on wood framing exists along the northeast boundary of the park at South Regatta Drive. This fencing helps to deter after-hours entry into the park, and to prevent access down the adjacent steep slope, which could be unsafe, and potentially lead to erosion. This fencing is the responsibility of the Glen Cove Maintenance Assessment District to maintain. Currently, there is no fencing between the park site and the townhomes along Shoal Drive East, north of the main house/Cultural Resource Area. Additional fencing would be required for the park in this area.

Actions:

1. Install boundary fencing, consisting of welded wire mesh on a 6' high wood frame, along the property line with the Shoal Drive East townhomes.
2. Gates for the park will include the heavy duty, approximately 12-foot wide vehicle gate currently located at the main house and service access road at the end of Whitesides Drive. The existing white gate should be painted a less obtrusive color (e.g. green), with reflectors for night-time visibility.
3. A similar double-width vehicle gate will be required at the entrance to the new parking area, and a single width gate at the eastern end of the parking area to exclude public vehicles while allowing access for maintenance vehicles.

G. Service Facilities

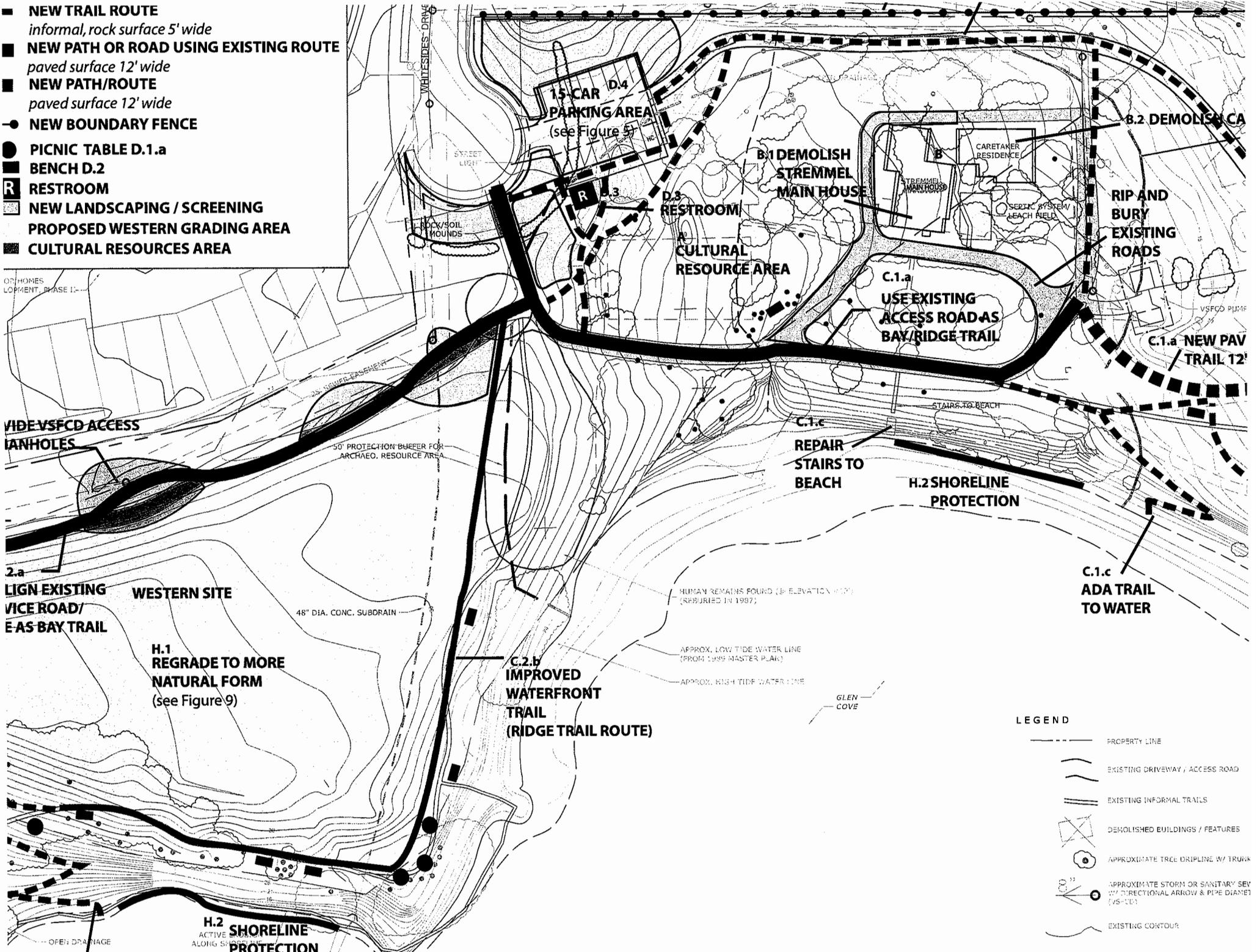
Because the park is a low-intensity use area with a minimal level of improvement there is limited need for on-site maintenance or storage facilities.

Actions:

1. The restroom structure shall be specified with a built-in storage room for cleaning materials and supplies.
2. The sewer lift station is a facility that requires access for maintenance and has its own fenced yard and structure maintained by Vallejo Sanitary District. Ideally, this structure can be at least partially screened by native plantings.

- NEW TRAIL ROUTE
informal, rock surface 5' wide
- NEW PATH OR ROAD USING EXISTING ROUTE
paved surface 12' wide
- NEW PATH/ROUTE
paved surface 12' wide
- NEW BOUNDARY FENCE
- PICNIC TABLE D.1.a
- BENCH D.2
- R RESTROOM
- NEW LANDSCAPING / SCREENING
- PROPOSED WESTERN GRADING AREA
- CULTURAL RESOURCES AREA

07 HOMES
LAYOUT, PHASE 12



WIDE VSFCO ACCESS
LANHOLES

2.a
ALIGN EXISTING
VICE ROAD/
E AS BAY TRAIL

WESTERN SITE

H.1
REGRADE TO MORE
NATURAL FORM
(see Figure 9)

H.2
SHORELINE
PROTECTION

15-CAR D.4
PARKING AREA
(see Figure 5)

B.1 DEMOLISH
STREMMEL
MAIN HOUSE

D.3 RESTROOM
A
CULTURAL
RESOURCE AREA

C.1.a
USE EXISTING
ACCESS ROAD AS
BAY/RIDGE TRAIL

B.2 DEMOLISH CA
RIP AND
BURY
EXISTING
ROADS

C.1.a NEW PAV
TRAIL 12'

C.1.c
REPAIR
STAIRS TO
BEACH

H.2 SHORELINE
PROTECTION

C.1.c
ADA TRAIL
TO WATER

50' PROTECTION BUFFER FOR
ARCHAEO. RESOURCE AREA

48" DIA. CONC. SUBDRAIN

HUMAN REMAINS FOUND (B-ELEVATION 1000)
(REBURIED IN 1987)

APPROX. LOW TIDE WATER LINE
(FROM 1989 MASTER PLAN)

APPROX. HIGH TIDE WATER LINE

GLEN
COVE

LEGEND

- PROPERTY LINE
- EXISTING DRIVEWAY / ACCESS ROAD
- EXISTING INFORMAL TRAILS
- DEMOLISHED BUILDINGS / FEATURES
- APPROXIMATE TREE DRIPLINE W/ TRUNK
- APPROXIMATE STORM OR SANITARY SEW W/ DIRECTIONAL ARROW & PIPE DIAMET (VS-C&E)
- EXISTING CONTOUR

OPEN DRAINAGE

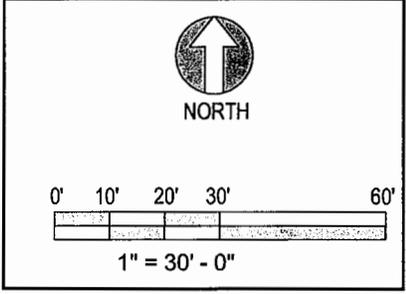
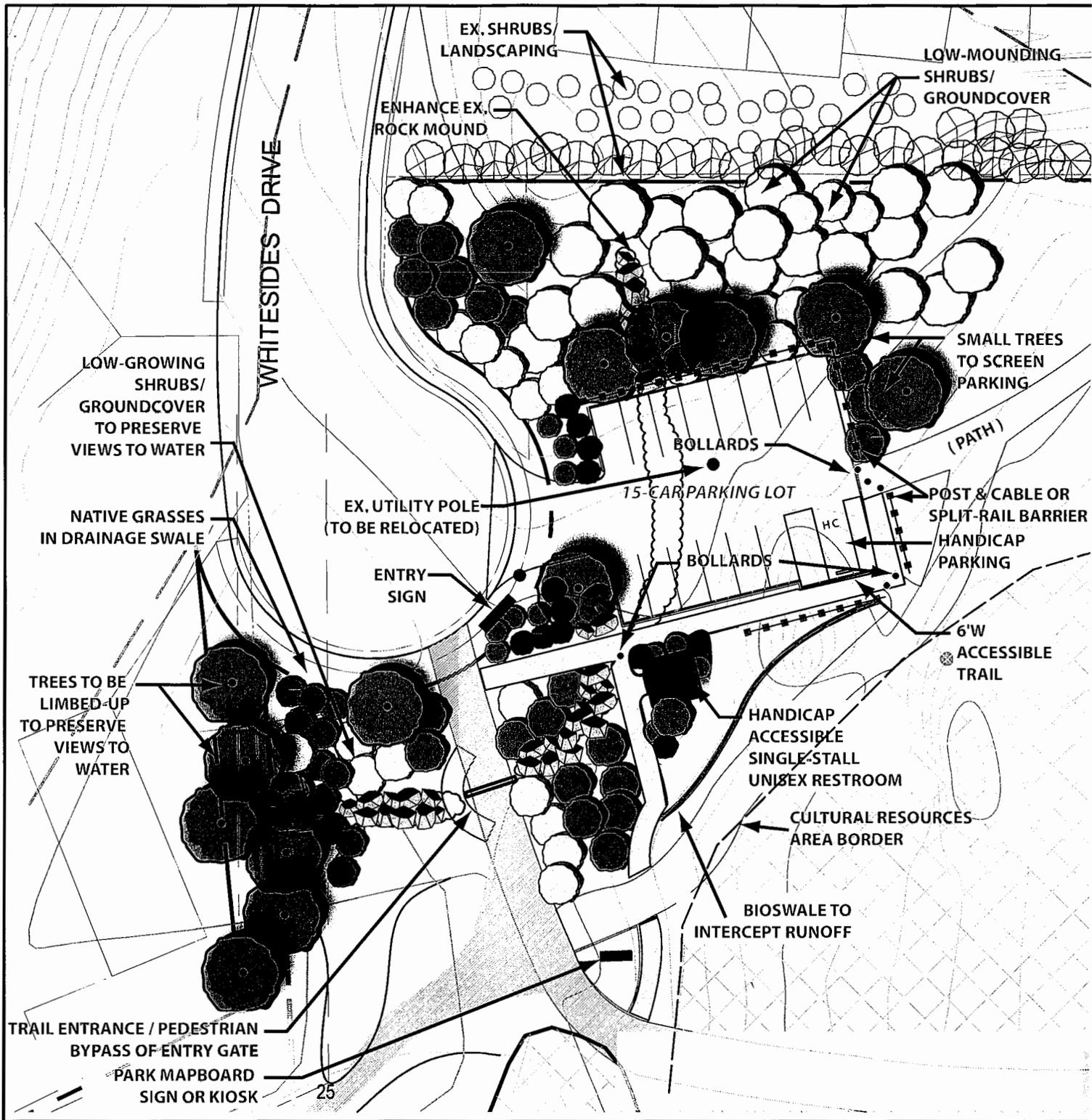


FIGURE 5: Parking Area & Frontage Plan



H. Site Grading and Shoreline Protection

The western side of the park site was originally a 40-foot-high hill that was completely removed during construction of the nearby residential development, including excavation below tide level for landslide repair, and then partial replacement (see Figure 7). The entire area has been extensively graded (cut and filled during ownership by a development company). During grading operations in 1986 a “historic burial site” was uncovered in the eastern portion of the western site (see Figure 6). It was covered with 2 feet of fill at the time, and later covered with up to 8’ of additional fill (see Figure 7).

The current form of the western portion of the site is an unnatural-looking bench that blocks views of the water and doesn’t drain properly. Figure 8 shows several cross-sections generally running north-south through the western portion of the site. The existing topography blocks views of the water and of the blufftop along the eucalyptus trees, which is an aesthetic issue and a security issue because this area cannot be seen from Whitesides Court or from nearby homes. The steep embankment north (landward) of the eucalyptus trees also prevents mowing of the fennel, artichoke thistle and yellow star thistle that has invaded this area, which further impacts visibility for aesthetics and security.

The shoreline along the western side of the site and at the Cultural Resource Area is eroding into the cove due to wave action, both natural and from the wake caused by large ships passing in the strait. On the western bluff one large eucalyptus tree has already fallen down the bluff, and over the long term all the trees and the current trail alignment may be lost. At the Cultural Resource Area artifacts, and potentially remains, may eventually be washed into the water is no prevention is implemented.

The Master Plan includes measures to restore the site to a more natural landform and drainage pattern, protect the cultural resources with a layer of soil, aid in the removal of invasive non-native plants and restoration of native plants, and prevent shoreline erosion.

Actions:

1. Grade the western portion of the site to a more natural condition.
 - a. Remove the artificial fill that currently creates an embankment near the waterfront to a more natural condition and drainage pattern as shown in Figure 9.
 - b. No grading over 12” in depth shall occur in the area of the identified burial ground.
 - c. Place excess soil on the eastern portion of the Park site to cap the cultural resources area, fill the basement of the Stremmel main house, create a pad for the proposed parking area, and fill low points as indicated in Figure 9.
 - d. The soil layer will taper off to 0” as it approaches the creek bank, the root zone of trees and shrubs to be retained, and roads and structures to be retained.

Glen Cove Waterfront Park Master Plan

2. Install shoreline erosion protection.
 - a. Place large rock “rip-rap” against the western and central shoreline to prevent further erosion as shown on Figure 9 and as specified in the Geotechnical and Geological Evaluation (Appendix C):
 - b. During final design of the shoreline protection, research, and if possible specify, stone materials that visually match the native stone on site.
 - c. Install the riprap carefully using a skilled operator and a backhoe equipped with a “thumb” To place the rock, minimizing disturbance of the existing embankment in the Cultural Resources Area.
 - d. Ensure that cultural resources and delineated wetlands along the central shoreline are protected during installation of the shoreline protection.

Glen Cove Waterfront Park Master Plan

Figure 6: Original Western Site Grading Record Drawing

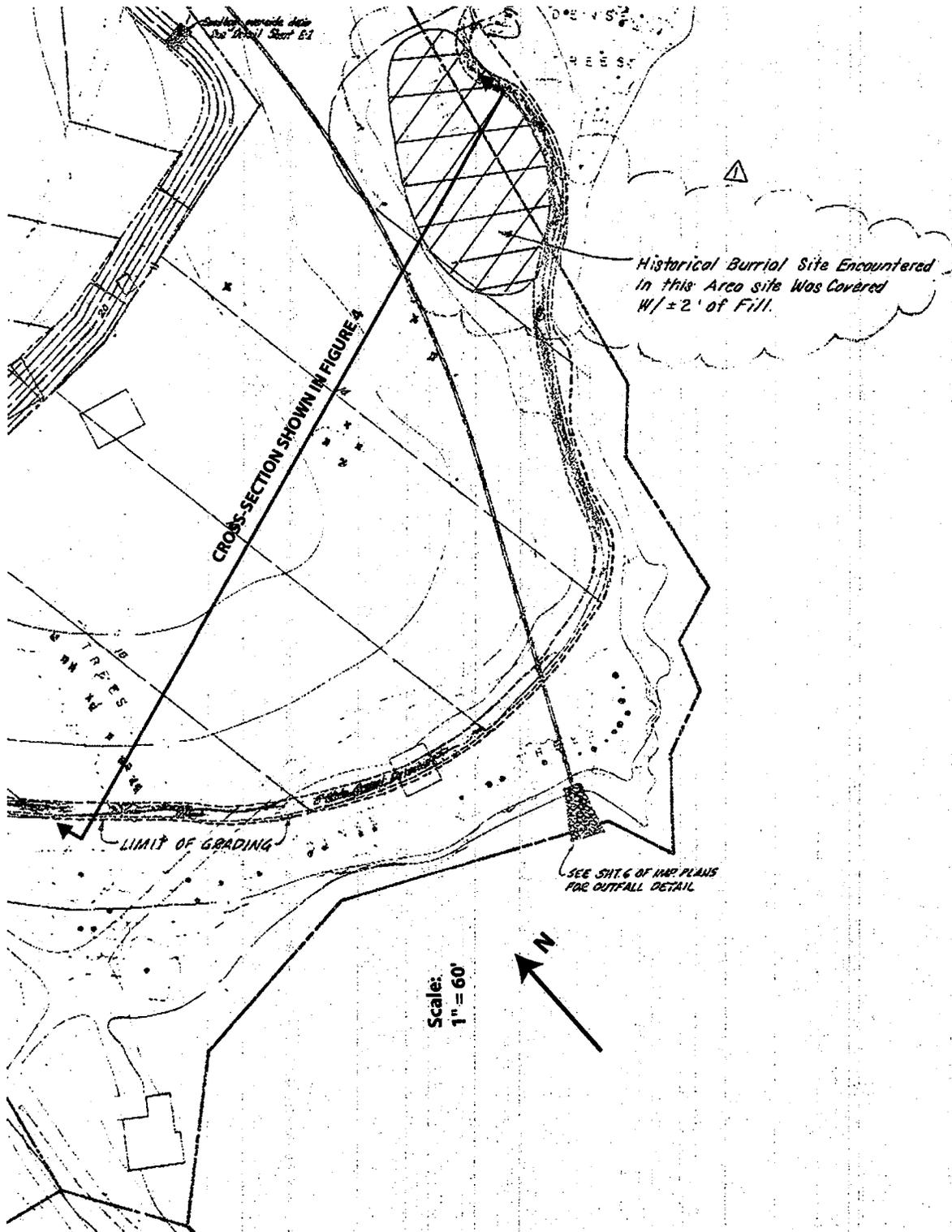
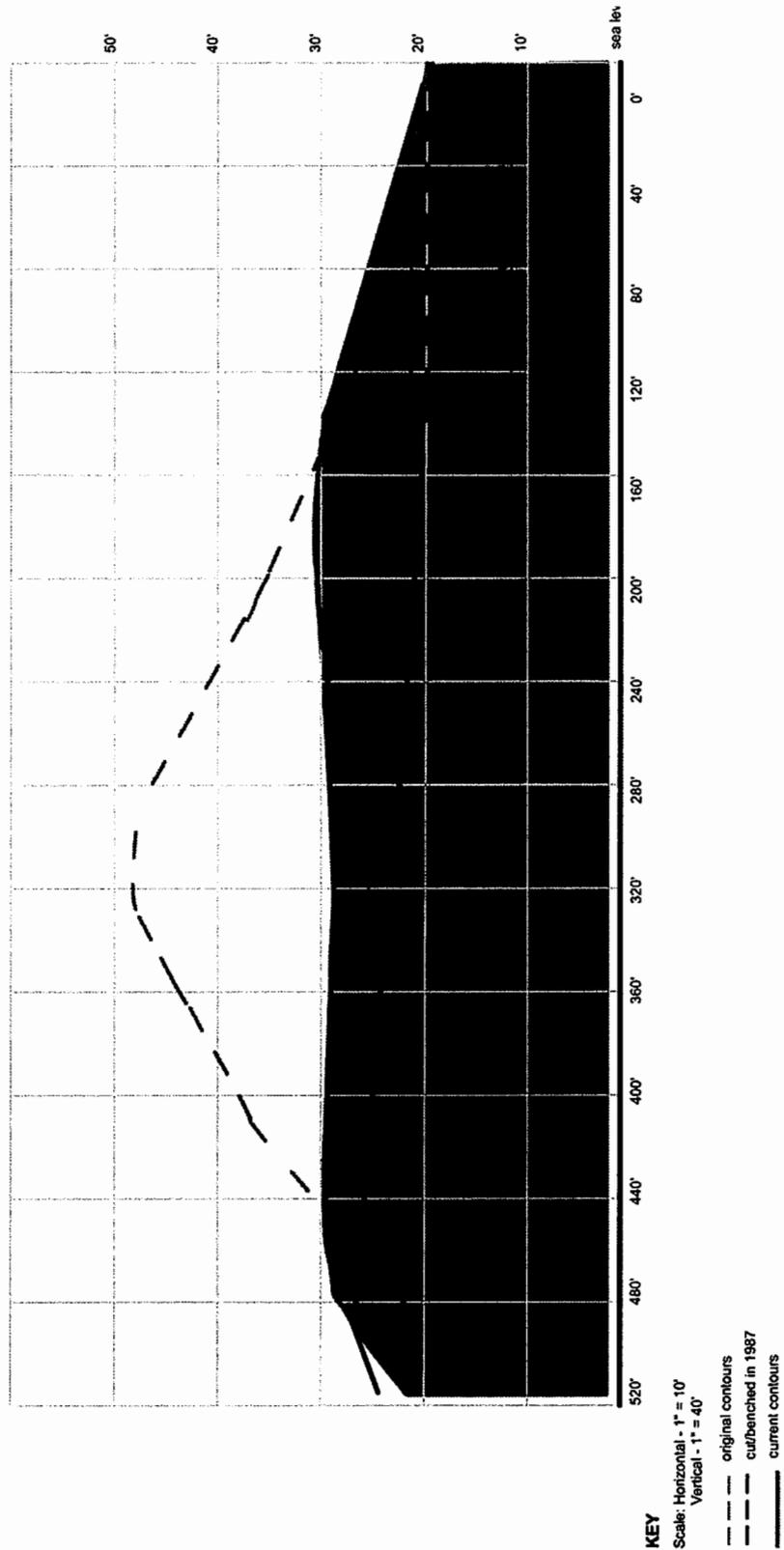
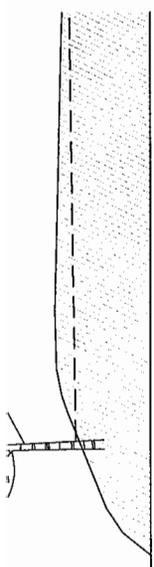
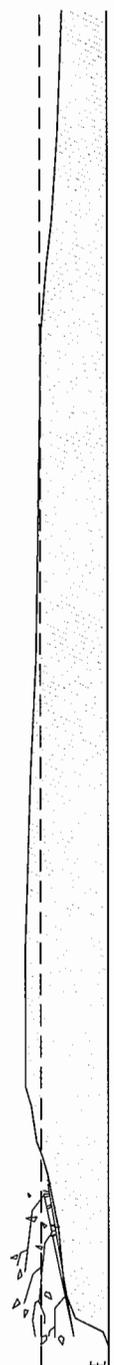


Figure 7: Western Site Current Grades Cross-Section

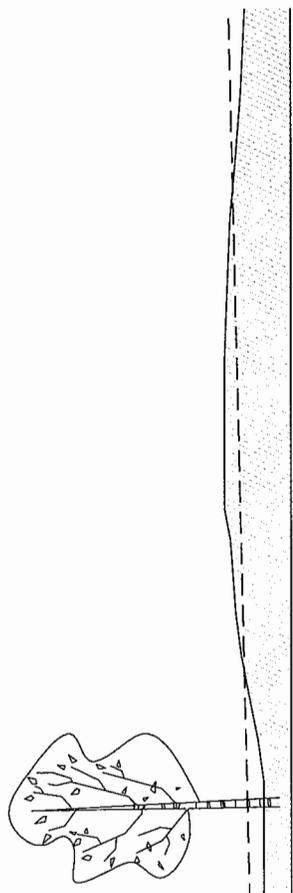




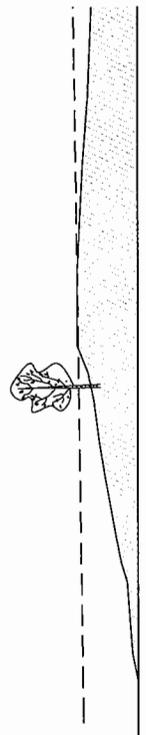
APPROX. LOW TIDE WATER LINE



APPROX. LOW TIDE WATER LINE



APPROX. LOW TIDE WATER LINE

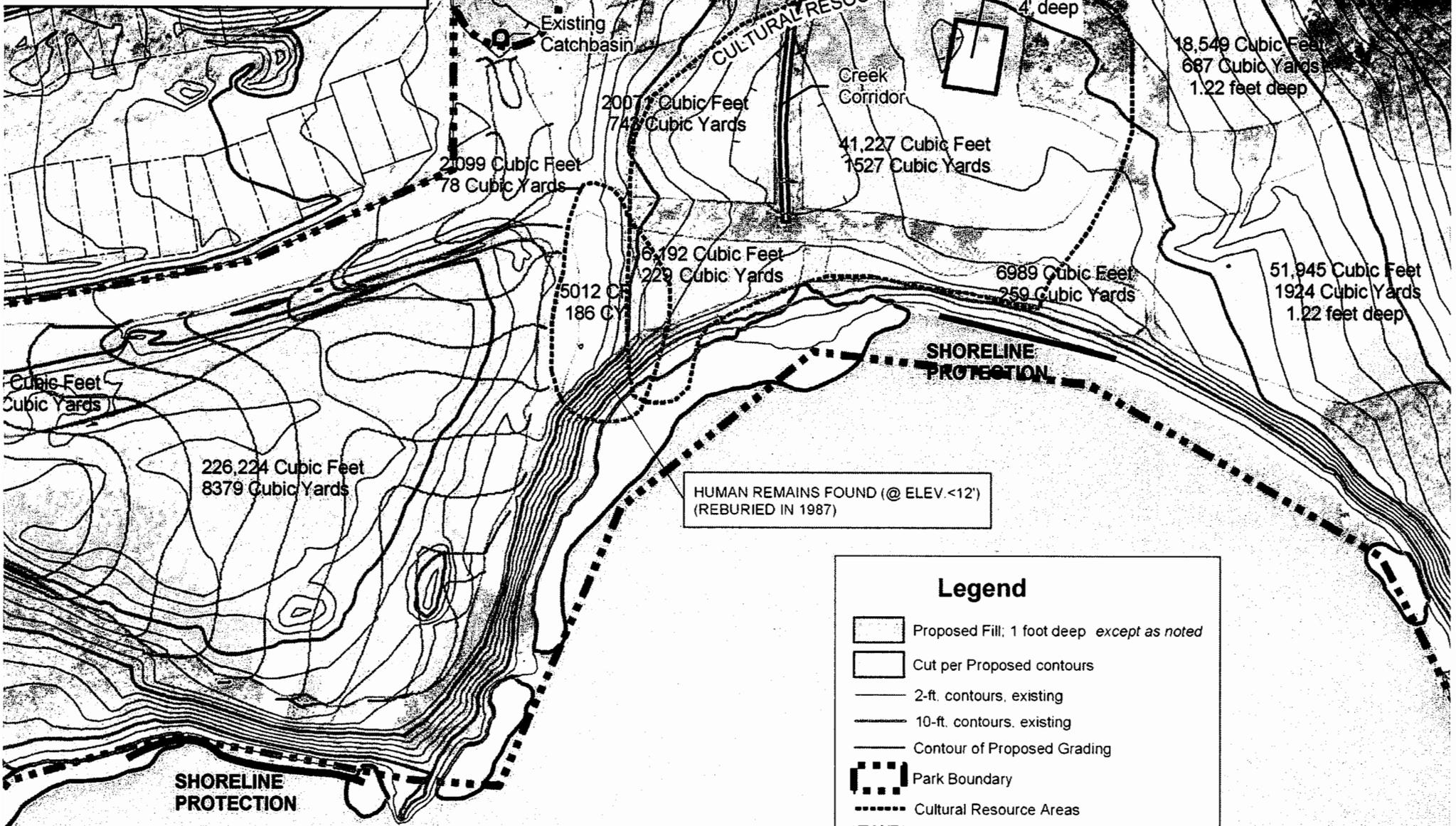


APPROX. LOW TIDE WATER LINE



10,893	
101	2,647
	5,810
10,994	8,457

auling estimation purposes



HUMAN REMAINS FOUND (@ ELEV. <12')
(REBURIED IN 1987)

Legend

- Proposed Fill: 1 foot deep *except as noted*
- Cut per Proposed contours
- 2-ft. contours, existing
- 10-ft. contours, existing
- Contour of Proposed Grading
- Park Boundary
- Cultural Resource Areas
- Parcels
- Wetlands per wetland delineation by Zentner & Zentner, see Appendix D

3.0 VEGETATION MANAGEMENT AND HABITAT RESTORATION

This Vegetation Management and Habitat Restoration Plan (VMHRP) has been prepared as part of the Glen Cove Waterfront Park Master Plan to define appropriate vegetation management practices and to identify habitat restoration efforts at the park site. The primary goals of this VMRP are to:

1. Provide for the control and eradication of highly invasive exotic plant species which currently dominate much of the property;
2. Protect selected specimen trees and manageable stands of non-native trees because of their aesthetic value and historical reference to the previous uses on the property;
3. Reestablish native grasslands which historically dominated the vegetative cover in the vicinity of the property; and
4. Enhance native plant and wildlife habitat through establishment of native riparian habitat and a mosaic of tree and shrub plantings in uplands away from the riparian corridor.

Existing Conditions

Vegetation on the Glen Cove Waterfront Park property is dominated by ruderal (weedy) non-native grasslands, with planted ornamental trees and shrubs around the Stremmel main house and caretaker's house, and stands of non-native trees in scattered locations (see Figure 10). Most of the trees and shrubs on the property are highly invasive non-native species, and are categorized by the California Invasive Plant Council as having a High or Moderate impact on ecosystems, plant and animal communities, and vegetation structure in their "Invasive Plant Inventory" (IPI). Table 3-1 lists the dominant invasive plant species on the park property, their IPI rating, and treatment strategies. Native vegetation is currently limited to a thicket of willow (*Salix* sp.) that grows along a drainage in the southwestern portion of the property, a few clumps of native willow that grow along a central drainage just west of the Stremmel main house, scattered sapling coast live oak (*Quercus agrifolia*), and stands of brackish water marsh along the shoreline of Carquinez Strait.

Areas of grassland cover are dominated by non-native species common in the Vallejo area. These include non-native grasses and broad-leaf ruderal species typical of non-native grasslands throughout northern California, such as slender wild oat (*Avena barbata*), ripgut grass (*Bromus diandrus*), lotus (*Lotus scoparius*), common vetch (*Vicia sativa*), and English plantain (*Plantago lanceolata*). Most of these grassland species are now considered naturalized in California and support wildlife species common in grassland habitat. However, several highly invasive species dominate the ruderal grasslands in some locations, forming such dense thickets that other ground cover species are now completely absent. Invasive species of particular concern in open areas on the property consist of yellow-star thistle (*Centaurea solstitialis*), sweet fennel (*Foeniculum vulgare*), and artichoke thistle (*Cynara cardunculus*), all of which

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are categorized as having a High or Moderate rating in the IPI by the California Invasive Species Council, as indicated in Table 3-1.

Non-native trees, shrubs, and groundcovers have been planted as landscaping around the Stremmel main house and caretaker's residence, the entrance onto the property, and as stands and windrows. Dominant species include the highly aggressive tree-of-heaven (*Ailanthus altissima*), blackwood acacia (*Acacia melanoxylon*), green wattle (*Acacia decurrens*), elm (*Ulmus* sp.), periwinkle (*Vinca major*), cape ivy (*Delairea odorata*), English ivy (*Hedera helix*), and Himalayan blackberry (*Rubus discolor*). As indicated in Table 3-1, all of these species are categorized as having a High or Moderate rating in the IPI with the exception of elm. Although it is generally restricted to disturbed areas, elm can be problematic as is the case on the park site, particularly in the riparian zone along the central drainage.

Stands of blue gum (*Eucalyptus globulus*) occur at the eastern edge of the property and as a mature window above the southwestern shoreline, with an understory of non-native grassland and ruderal species. The row of mature eucalyptus along the western promontory was unfortunately deliberately poisoned in 2005. Foliage on most of these trees has completely died, and although eucalyptus can sometimes resprout, at this time, the trees appear to be dead and may have to be removed at significant expense and loss to the park environment. While blue gum eucalyptus can become a management problem in some locations, and is categorized as having a Moderate rating in the IPI, it does provide important foraging, roosting, and possible nesting habitat for a wide variety of bird species. Smaller stands can be monitored with relative ease, leaving the mature trees to provide an aesthetic and habitat resource.

Brackish water marsh occurs in several stands along the shoreline. These areas are dominated by native bulrush (*Scirpus* spp.), pickleweed (*Salicornia* spp.), and salt grass (*Distichlis spicata*). Most of the shoreline is devoid of vegetation, forming a long beach below the Stremmel main house, exposed bedrock along the bluffs, and mudflats at low tide over most of the cove. The stands of native marshland vegetation provide important foraging opportunities to wildlife and should be preserved as part of the VMHRP.

The two drainages on the property support native willow, forming a dense thicket along the western drainage and a few clumps along the central drainage. The drainages receive surface runoff from the upstream storm drain system, including irrigation runoff. These narrow channels were most likely ephemeral before residential development occurred in the watershed, but now most likely have flows through the summer months as a result of irrigation runoff. Invasive trees, shrubs, and groundcovers have greatly reduced the habitat value of the central drainage, but the presence of surface water provides an opportunity to eventually expand the native riparian vegetation and increase existing plant and wildlife habitat values as part of the VMHRP.

Habitat Improvement and Management Objectives

Implementation of a comprehensive VMHRP provides an opportunity to protect the important archaeological resources on the site, improve the aesthetic experience of recreational users, and enhance the existing habitat values for native plant and animal species. Re-contouring disturbed areas will provide fill to adequately cap the sensitive archaeological resources, bury unnecessary roads and other areas of impervious surface and rubble surrounding the Stremmel Main house and caretaker's residence, and allow for the creation of more natural topography on the site. Seed of the highly invasive species has accumulated on the soil surface, and re-contouring will allow much of this seed bank to be buried and destroyed under the fill cap across the central portion of the site.

Effective control of the highly invasive species will require an effective Integrated Pest Management (IPM) program as a component of the VMHRP. The IPM will involve short-term intense mechanical and chemical eradication efforts, followed by on-going monitoring and maintenance practices that select for native species and less invasive, naturalized species. Table 3-1 provides major steps in the initial treatment of the highly invasive species, disposal of seed, stem, stolon, and root materials, and necessary follow-up activities to ensure successful eradication from the site. The IPM must be flexible in its implementation to address possible re-sprouting or re-establishment of the highly invasive species through successive annual treatment by mechanical removal and possibly herbicide application for a period of two to four years. Habitat enhancement will be achieved through the control and eradication of the highly invasive plant cover and through establishment of native grassland, riparian, and woodland species.

The initial efforts to control the invasive exotics and restore native cover will require a combination of mechanical removal of the invasive plants, immediate herbicide treatment of cut trunks/shoots and remaining groundcover root systems, and earthwork to re-establish more natural topography. The earthwork associated with re-contouring the western portion of the site to create more natural contours will also provide a source of fill material to cap the cultural resources area and either bury most of the stands of highly invasive species or allow for their removal during initial grading. The basic approach and benefits of the initial phases of the VMHRP include the following:

1. Grading will allow for direct removal of most of the stands of highly invasive fennel, artichoke thistle and yellow-star thistle infestations in the western portion of the site, and collection of the seed bank for these species in the surface soils, which can then be buried under the soil cap across the central portion of the site.
2. The soil cap over the cultural resources area will bury both the seed bank of the western infestations and any remaining root systems of the tree and groundcover infestations through the central portion of the site. The tree and groundcover species through the central portion of the site will require mechanical removal through pulling and cutting, and immediate treatment with

herbicide to inhibit resprouting. Invasive species on this portion of the site include: tree-of-heaven, acacia, elm, periwinkle, ivy, and Himalayan blackberry. This mechanical and chemical treatment should be performed at least one year in advance of the earthwork to allow for re-treatment of any re-sprouting tree and groundcover species.

3. The graded areas and soil cap will provide a medium for seeding and planting that is relatively free of the invasive seed bank that exists on the current surface and will allow for establishment of a dominant cover of native and naturalized grass species. Earthwork will be performed during the dry season, with seeding of native grasses done in the fall to ensure successful germination. Native tree and shrub species will be planted along the central drainage and in select uplands on the site, to further enhance the diversity of vegetation types and wildlife habitat values.
4. The soil cap can be used for new plantings without disturbing the underlying archaeological resources below the original ground surface. Selected treatments include heavy seeding by native grasses and wildflowers, and planting with native riparian and upland tree and shrub species.

Because the invasive plant removal and new seeding and planting can be combined with a major earthwork project, the initial work can be accomplished much more quickly and efficiently than with small labor-intensive projects. The downside is that there will be an initial major change in the appearance of site. It will be much less "natural" appearing after the initial clearing and grading, especially during the initial phase of invasive tree, brush, and groundcover removal. However, the appearance will recover very quickly to a far more natural condition with higher wildlife habitat values, and better conditions for security and aesthetics, including native grasslands, wildflowers, and trees and shrubs. Keeping the invasive species from becoming re-established on the site will be an ongoing management component of the VMHRP that requires coordinated efforts by volunteers, routine mowing and spot treatment by District staff, and possibly occasional use of contractors or specialized non-profit organizations such as the California Conservation Corps.

Figure 11 shows major concepts for phasing the removal of invasive non-native species and for enhancement planting of native vegetation. These include mechanical and chemical treatment areas addressing invasive species, and establishment of native vegetative cover over areas disturbed by earthwork and invasive species removal. As indicated in Figure 11, treatment units consist of:

- removal of an estimated 1.4 acres of invasive trees, shrubs, and groundcovers around the central drainage and vicinity of the Stremmel main house and caretaker's residence;
- removal of an estimated 0.5 acre of fennel and artichoke thistle dominated ruderal cover in the western portion of the site;
- establishment of approximately 7.3 acres of native grasslands on re-contoured slopes and areas treated to remove invasive species;

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- enhancement and creation of approximately 0.6 acre of native riparian habitat along the central drainage; and
- establishment of approximately 0.33 acre of native tree and shrub enhancement plantings near the entrance and northwestern edge of the site.

Figure 12 shows a selected cross-section across the central drainage as located in Figure 11. The cross-section shows the changes to existing conditions that will be achieved as part of the VMHRP involving the mechanical removal of invasive species, capping of the Cultural Resource Area, rubble, and unused driveways, and habitat restoration with native grassland cover and riparian trees and shrubs.

Treatment Methods, Phasing and Planting Details

Phasing associated with Implementation of the VMHRP is important to successful eradication of invasive species and re-establishment of native cover on the site. The first phase will involve a concerted effort to remove invasive species, focusing on the tree and groundcover species around the central drainage and vicinity of the Stremmel main house and caretaker's residence, and stands of fennel and artichoke thistle in the western portion of the site. Removal of non-native invasive plants within the Cultural Resource Area (see Figure 4) must use methods that do not disturb the underlying archaeological resources, involving cutting, mowing, and herbicide treatment but prohibiting digging, stump grinding or disking. This will be followed by scraping of the soil surface to collect the invasive seed bank from the western portion of the site, deposition of the seed bank scrapings in the central portion of the site, and re-contouring and capping of the cultural resources area and seed bank scrapings. The next phase will involve heavy seeding of graded slopes with a native seed mix in advance of the fall rains. Enhancement riparian and upland plantings with native trees and shrubs can either be accomplished at the same time native grassland seeding is installed, or in subsequent years. On-going management will involve routine mowing of the grasslands to prevent re-establishment of fennel, artichoke thistle, and yellow-star thistle, pulling of invasive tree, shrubs, and groundcover plants and vines, and possibly successive treatments using a broadleaf-specific herbicide that won't affect the seeded native grasslands. Any herbicide application must be carefully controlled to protect desired native willow to be preserved, avoid native grassland and enhancement plantings, and protect the aquatic habitat of the drainages and Carquinez Strait.

or areas consisting predominantly of Tree of Heaven]
 predominantly or Allenthus and Ulmus

m. Bluegum Eucalyptus]

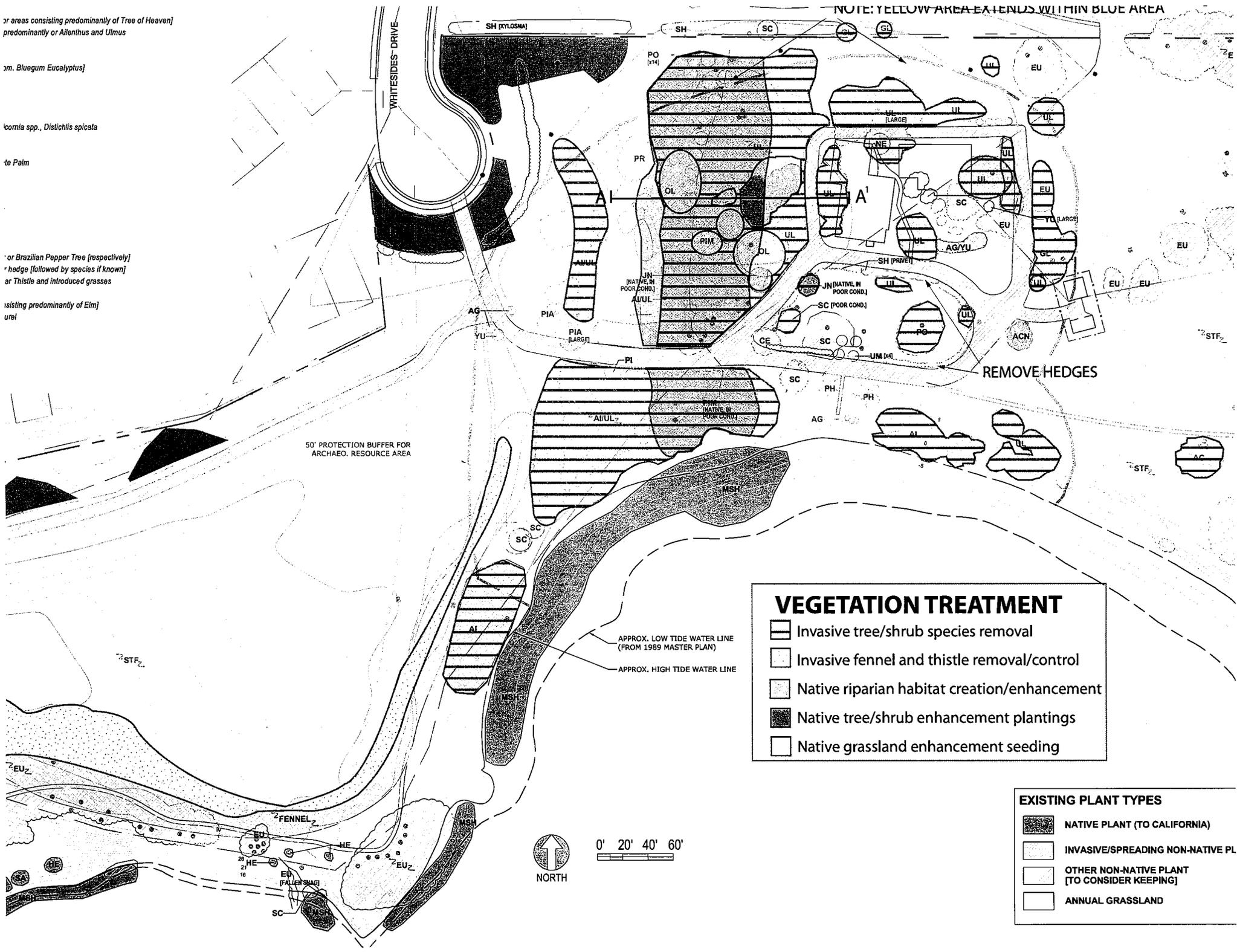
comia spp., Distichlis spicata

te Palm

or Brazilian Pepper Tree [respectively]
 hedge [followed by species if known]
 or Thistle and introduced grasses

existing predominantly of Elm]
 urel

NOTE: YELLOW AREA EXTENDS WITHIN BLUE AREA

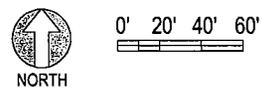


VEGETATION TREATMENT

- Invasive tree/shrub species removal
- Invasive fennel and thistle removal/control
- Native riparian habitat creation/enhancement
- Native tree/shrub enhancement plantings
- Native grassland enhancement seeding

EXISTING PLANT TYPES

- NATIVE PLANT (TO CALIFORNIA)
- INVASIVE/SPREADING NON-NATIVE PL
- OTHER NON-NATIVE PLANT [TO CONSIDER KEEPING]
- ANNUAL GRASSLAND



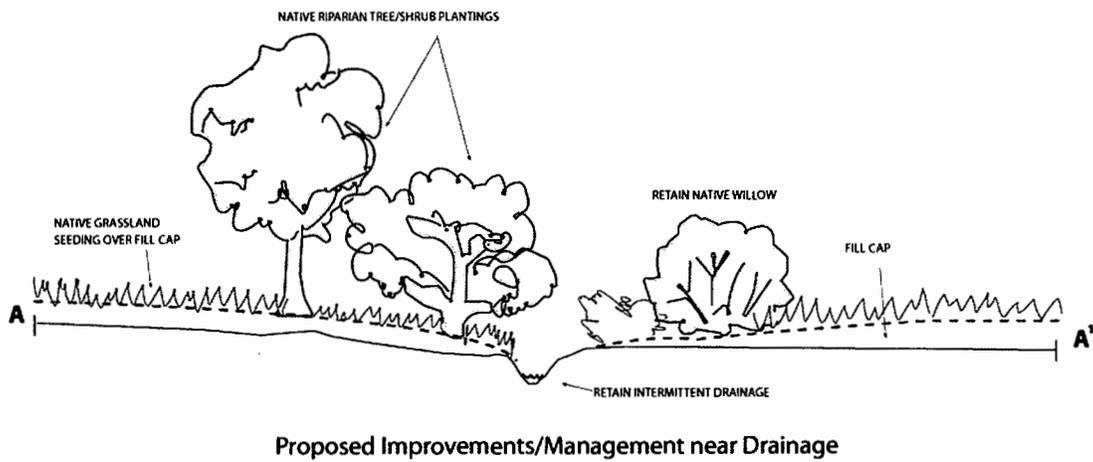
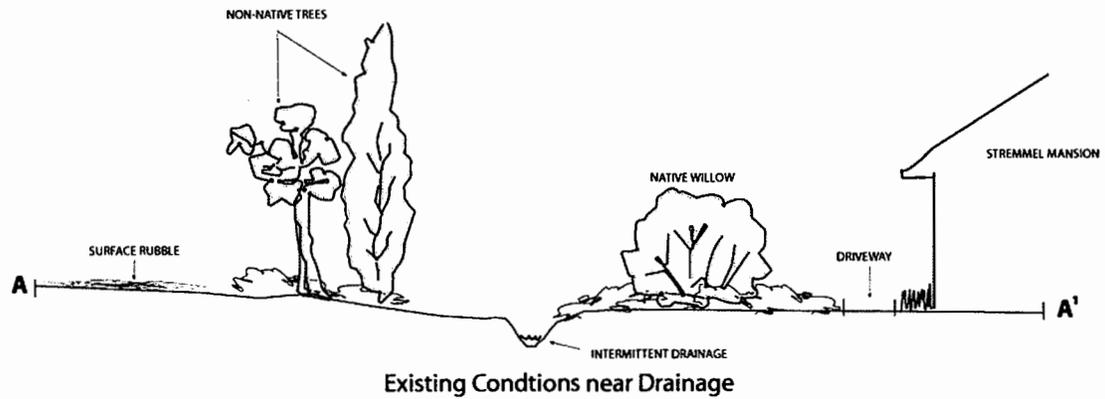
50' PROTECTION BUFFER FOR
 ARCHAEO. RESOURCE AREA

APPROX. LOW TIDE WATER LINE
 (FROM 1989 MASTER PLAN)
 APPROX. HIGH TIDE WATER LINE

REMOVE HEDGES

Glen Cove Waterfront Park Master Plan

Figure 12: Cross-Section of Habitat Restoration at Central Creek



See Figure 11 for section location
Not to scale

The following outlines the process of implementing the VMHRP. These include information on basic procedures, invasive species eradication and control, site grading and re-contouring, and new plantings and landscape features. As discussed previously, Table 3-1 provides details on appropriate mechanical and chemical treatment of invasive species. Table 3-2 provides details on native seeding and planting efforts, including grassland seeding, wetland seeding, riparian habitat plantings, and upland tree and shrub plantings.

Actions:

A. Basic Procedures to implement the VMHRP:

1. Hire professional consultants and contractors to coordinate or perform the initial major invasive species removal, re-contouring, and native seeding and planting efforts. Chemical treatment of the invasive species must be carefully controlled according to the California Department of Pesticide Regulations and the Solano County Agricultural Commissioner using Best Management Practices to prevent exposure to park users, avoid sensitive aquatic habitat, and utilize the most effective and appropriate products available at the time field work is performed.
2. Hire public groups such as California Conservation Corps (CCC) or Native American groups to assist with removal and planting under direction of selected contractor.
3. Use volunteers, directed and coordinated by experienced restoration specialists, to participate in the initial invasive species removal and provide the bulk of ongoing removal, planting, and management efforts.
4. Coordinate with City of Vallejo's Glen Cove Maintenance Assessment District to include restoration and management of the open space area on the hillside to the west of the park site as part of the habitat restoration project. This hillside is problematic as it supports a dense stand of sweet fennel. Unless this area is simultaneously cleared and controlled, it will provide a permanent source of invasive fennel that will continue to re-colonize the park site. Routine mowing of accessible slopes will eventually control fennel re-establishment, but this species could continue to spread along the steeper shoreline of the park site requiring intensive hand removal.

B. Invasive Species Eradication and Control:

1. Follow species management details outlined in Table 3-2-1 regarding initial treatment, disposal, and follow-up requirements of dominant invasive plant species to be addressed as part of VMHRP. These include a major mechanical removal and chemical treatment of target invasive species at least one year before subsequent grading. All seed, pulled seedlings, stolons, and root material of target invasive species should be bagged and disposed up in a landfill. Performing an initial removal a year in advance of grading will allow for invasive treatment through cutting, pulling, and herbicide application at least twice before fill is placed over the vicinity of the central drainage and Cultural Resource Area where the major infestations of invasive trees and groundcover vines occur. The initial removal and herbicide treatment should be accomplished in spring (before May) when the cambium is active and to prevent

additional seed production of target species. Tree trunks should be treated immediately with herbicide, within one minute of cutting. Foliar spray should be applied in the spring following removal and disposal of groundcover species. Any foliar spray application within 5 feet of surface waters should be restricted to an aquatic-approved herbicide. Subsequent treatment includes cutting and herbicide retreatment of tree trunks/shoots, pulling seedlings, saplings, stolons, and accessible root material, and spot treatment with foliar spray to eradicate ground cover.

2. Employ trained professionals to perform all herbicide applications and require that they have appropriate certification and licensing as a Pest Control Operator for use of non-restricted materials registered for use in Solano County. Best Management Practices should be used during all herbicide applications, considering latest standards for products used for target species. Factors to be considered during herbicide application include wind and weather conditions, timing of initial and subsequent treatments, specific product and concentrations, and protection of aquatic habitat and native cover to be preserved or established on the site.
3. Notify the public of treatment areas prior to herbicide application through use of temporary signage posted no less than 24 hours in advance of application, identifying product to be used, explaining health risks, and including a contact person and phone number to answer any questions. Signs should be posted at the entrance to the park and the perimeter of any treatment area at 50 foot intervals or as necessary to visibly delineate the boundaries of the treatment area.
4. Provide on-going maintenance and monitoring to prevent re-establishment and spread of dominant invasive species. This will involve routine mowing of the western field area to prevent re-establishment of fennel/ yellow-star thistle, and artichoke thistle, pulling of seedlings of all target species before stands get re-established, and possible spot treatment with selected foliar spray herbicide followed by supplemental seeding to establish the desired grassland seed mix.

C. Site Grading and Re-Contouring:

1. Initiate grading in the dry summer period after successful eradication of target invasive species through the central portion of the site where fill material is to be deposited. It is critical that infestations of tree-of-heaven, elm, periwinkle, ivy, and Himalayan blackberry have been successfully treated to limit the likelihood that these species will resprout and spread at the margins and shallower areas of the fill where there is less fill thickness to inhibit regrowth. A final treatment of herbicide by foliar spray may be warranted to help prevent rerooting of invasive groundcover species.
2. Scrape and collect invasive seed source from the western portion of the site and deposit it in the center of the area to be capped with fill in the central portion of the site. The scraping should target the top one or two inches of the soil surface where fennel, artichoke thistle, and yellow-star thistle are particularly abundant.

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3. Flag and avoid trees to be retained by surrounding them with orange construction fencing, and by instructing construction equipment operators to prevent damage to tree root systems and trunks.
4. Complete re-contouring and placement of fill cap as indicated in final grading plans. A minimum of 12 inches of fill should be placed over the collected invasive seed source or locations with mapped infestations of tree, shrub, or groundcover species.
5. Avoid disturbance to central drainage during re-contouring and placement of the fill cap. This feature is regulated by the U.S. Army Corps of Engineers and California Department of Fish and Game, and modifications to the bed or bank would require appropriate authorizations from these agencies. Because of the absence of fill on the bed or bank of the central drainage, mechanical and chemical control of invasive species will be particularly important along this drainage as the likelihood of re-emergence is greater than in capped areas. Any foliar spray application within 5 feet of surface waters should be restricted to an aquatic-approved herbicide.

D. New Plantings and Landscape Features:

1. Apply hydroseeded mixture of native grasses and wildflowers on all graded and cleared areas throughout the park site as specified in Table 3-2.
 - a. The hydroseed application will serve to establish a base native plant palette, improve the native species diversity in the grasslands, and reduce the potential for re-infestation by invasive species.
 - b. Seeding should occur in late fall or early winter, preferably before October 15, to coincide with the natural rainfall period and to allow for germination and grass establishment before heavy winter rains.
 - c. Hydroseeding should be applied by a professional hydroseeder.
 - d. Prior to hydroseeding, the seed mixture should be pre-mixed by a mechanical mixer.
 - e. Prior to application of the hydroseed/mulch mixture, the applicator should clean and rinse all equipment to preclude the introduction of weeds or other species not intended for the site.
 - f. The hydroseeding application should follow a two or three-step process depending on slope and proximity to the central drainage. For relatively level ground a two step process is adequate, as follows: 1) hydro-spray a mixture of the seed mix and 500 lbs. per acre of hydraulic fiber mulch; and 2) apply 1,500 lbs. acre of hydraulic fiber mulch, fertilizer, any additives such as lime, and the tackifier. For graded slopes in excess of 10 percent or within 25 feet of the central drainage an added step is necessary to provide additional slope protection. Following completing of the hydroseeding, rice straw should be applied at a rate of 3,000 lbs. per acre. A hydromulch mixture, consisting of 100 lbs. per acre with tackifier, should then be applied over the straw.
2. Install native shrubs and trees by hand in a phased program to re-establish a more natural gradation of habitats as specified in Table 3-2. Additional native

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riparian species may be suitable, but must consider short-term absence of shade along the riparian corridor until canopy cover is re-established and ultimate height of trees and desire to not conflict with existing views from neighboring upslope residences.

- a. Plant species native to the site and indigenous to the riparian and upland habitats in the region.
 - b. Follow spacing and treatment details identified in Table 3-2, including installation during the winter months when successful establishment is more likely, adequate browse protection, and short-term irrigation during the summer months through installation of a temporary drip-irrigation system.
 - c. Supplemental irrigation of container plantings will be required for the first two-three years following installation, no less than three times a month. Approximately five gallons of water should be applied to each container stock planting during each watering event, and each watering should be of such a quantity as to provide optimum growth conditions. If drought stress is noted during monitoring, the quantity and interval of watering should be increased until plants are successfully established. By year three, the frequency and duration of watering should be successively curtailed to force the young plant to adapt to summer conditions. Infrequent waterings may still be necessary during the summer months on a bi-monthly basis in the fourth and fifth year.
 - d. Retain the large agave and other non-invasive plants such as the palms, and California bay laurel, immediately south of the caretaker's residence for aesthetic resources and a remnant of the historic setting.
3. Protect the Cultural Resource Area. The following restrictions are necessary to protect the archaeological resources in the vicinity:
- a. No digging for container plantings shall be allowed other than planting of small shoots and seedlings in the 12" soils cap, and installation of spreading rush in the bottom of the central drainage.
 - b. The major treatment on this portion of the site will consist of seeding with native grasses and establishment of native riparian tree and shrub species along the central drainage.
 - c. The existing deteriorated driveways to the immediate north, south, and west of the Stremmel main house will be broken up with a backhoe-mounted breaker to allow drainage, but soil below the pavement surface will not be disturbed. These driveway areas shall be covered with at least 12 inches of soil and heavily seeded with the native grass seed mix as part of the site capping process.
 - d. Existing native and non-native ornamental trees that are not invasive shall be retained if they are in good health and not interfering with habitat restoration (e.g. palms, pines, bays, pittosporum, and selected stands of blue gum).
4. Install Park Entry/Parking Area/Upland Plantings:
- a. Provide decorative native or Mediterranean shrub, ground cover, and low-growing tree plantings using drought-tolerant species in area

between cul-de-sac and existing rock mounds to complement adjacent townhouse development landscape.

- b. Provide small groupings of native shrubs and trees as specified in Table 3-2 along the Bay/Ridge Trail in the northwestern portion of the site to provide visual interest, shade and a more natural appearance. Carefully design and locate these plantings in coordination with adjacent homeowners to minimize blocking views. Dominate native tree species shall be California buckeye.
- c. Provide drip irrigation to frontage and northwestern area plantings at least during establishment period for the first two-three years.
- d. Augment existing rock mounds to create vehicle barrier and naturalistic boundary for the park, including relocation of rocks for construction of parking area and restroom. Protect ground squirrels that currently live among rocks.
- e. Remove non-native agave and other plants in this area.

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Table 3-1: Dominant Invasive Plant Species Management Details

Invasive Species	IPI Rating	Control and Management
Tree-of-heaven (<i>Ailanthus altissima</i>)	Moderate	<p>Treatment - Cut and immediately treat all trunks/shoots with herbicide glyphosate, with repeat treatment of any resprouts; Cut in spring (before May) when cambium is active and to prevent seed production, at least one year in advance of grading and placement of fill cap to ensure resprouting has stopped; Pull all remaining seedlings when soil is moist before taproot established.</p> <p>Disposal – All seeds, pulled seedlings, and root material should be collected, bagged and disposed of properly.</p> <p>Follow-Up – Cut and retreat any resprouts with glyphosate every spring (before May) until stand is eliminated, and continue retreatment at least one year following placement of fill cap. Pull all seedlings and root suckers annually when soil is moist until seed source exhausted.</p>
Blue gum (<i>Eucalyptus globulus</i>)	Moderate	<p>Treatment – Cut and immediately treat selected trunks/shoots with herbicide glyphosate, with repeat treatment of any resprouts in advance of grading and placement of fill; Pull seedlings and saplings when soil is moist to control spread beyond stands to be preserved.</p> <p>Disposal – No significant problems with trunk, root, or seed material.</p> <p>Follow-Up – Cut and retreat any resprouts for selected trunks/shoots with glyphosate.</p>
Acacia species (<i>Acacia melanoxylon</i>) (<i>Acacia decurrens</i>)	Limited	<p>Treatment – Cut and immediately treat trunks/shoots with herbicide glyphosate, with repeat treatment of any resprouts; Cut in spring (before May) when cambium is active and to prevent seed production, at least one year in advance of grading and placement of fill cap to ensure resprouting has stopped; Pull seedlings and root suckers annually until seed source exhausted.</p> <p>Disposal – All seeds, pulled seedlings, and root material should be collected, bagged and disposed of properly.</p> <p>Follow-Up – Cut and retreat any resprouts with glyphosate every spring until trees are eliminated. Pull all seedlings and root suckers annually when soil is moist until seed source exhausted.</p>
Elm (<i>Ulmus sp.</i>)	Evaluate d but not listed	<p>Treatment – Cut and immediately treat trunks/shoots with herbicide glyphosate, with repeat treatment of any resprouts; Cut in spring (before May) when cambium is active and to prevent seed production, at least one year in advance of grading and placement of fill cap to ensure resprouting has stopped; Pull seedlings and root suckers annually when soil is moist until seed source exhausted.</p> <p>Disposal – All seeds, pulled seedlings, and root material should be collected, bagged and disposed of properly.</p> <p>Follow-Up – Cut and retreat any resprouts with glyphosate very spring until trees are eliminated. Pull all seedlings and root suckers annually when soil is moist until seed source exhausted.</p>
Yellow-star thistle (<i>Centaurea solstitialis</i>)	High	<p>Treatment – Remove all woody material and flowering heads prior to site grading. Scrape top two inches of soil surface from infestation area and bury scraped surface material at least 12 inches below fill cap. Pull/Dig out any plants outside limits of scraping and apply foliar spray herbicide in spring with broadleaf-specific herbicide such as Transline that will not affect grasses. Wear heavy leather gloves during all hand contact due to likely absorption through</p>

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		<p>skin.</p> <p>Disposal – All seeds, pulled seedlings, and root materials should be collected, bagged and disposed of properly.</p> <p>Follow-Up – Mow 4 times a year about every 3 months beginning in March-April until seed source is exhausted. Limit early spring mowing until first buds of yellow star thistle have appeared unless infestation with sweet fennel and artichoke thistle require earlier mowing. Hand bag and dispose of any plants that have set seed prior to mowing to prevent dispersal of seed. Use foliar spray as necessary in spring with broadleaf specific herbicide to supplement mowing regime. Remove any plants prior to flowering to prevent additional seed source.</p>
Sweet fennel (<i>Foeniculum vulgare</i>)	High	<p>Treatment – Remove all woody material and flowering heads prior to site grading. Scrape top two inches of soil surface from infestation area and bury scraped surface material at least 12 inches below fill cap. Pull/Dig out any plants outside limits of scraping and apply foliar spray herbicide such as Garlon in spring with broadleaf-specific herbicide that will not affect grasses.</p> <p>Disposal – All seeds, pulled seedlings, and root materials should be collected, bagged and disposed of properly.</p> <p>Follow-Up – Mow 4 times a year about every 3 months beginning in March-April until seed source is exhausted. Hand bag and dispose of any plants that have set seed prior to mowing to prevent dispersal of seed. Use foliar spray as necessary in spring with broadleaf specific herbicide that will not affect grasses to supplement mowing regime. Remove any plants prior to flowering to prevent additional seed source.</p>
Artichoke thistle (<i>Cynara cardunculus</i>)	Moderate	<p>Treatment – Remove all woody material and flowering heads prior to site grading. Scrape top two inches of soil surface from infestation area and bury scraped surface material at least 12 inches below fill cap. Pull/Dig out any plants outside limits of scraping and apply foliar spray herbicide in spring with broadleaf-specific herbicide such as Transline that will not affect grasses.</p> <p>Disposal – All seeds, pulled seedlings, and root material should be collected, bagged and disposed of properly.</p> <p>Follow-Up – Mow 4 times a year about every 3 months beginning in March-April until seed source is exhausted. Hand bag and dispose of any plants that have set seed prior to mowing to prevent dispersal of seed. Use foliar spray as necessary in spring with broadleaf specific herbicide that will not affect grasses to supplement mowing regime. Remove any plants prior to flowering to prevent additional seed source.</p>
Periwinkle (<i>Vinca major</i>)	Moderate	<p>Treatment – Pull and remove all stem material, accessible stolons and deeper roots from ground surfaces. Apply broadleaf-specific herbicide by foliar spray prior to placement of fill cap over infestation area to supplement hand removal. Restrict foliar spray within 5 feet of surface water drainage to appropriate aquatic approved herbicide.</p> <p>Disposal – All seeds, pulled seedlings, stolons, and root material should be collected, bagged and disposed of properly.</p> <p>Follow-Up – Hand pull all seedlings, stem material, accessible stolons and deeper roots. Spot treat with broadleaf specific herbicide by foliar spray as necessary in spring and late summer to supplement hand removal, but carefully control use and application to prevent loss of native grassland, riparian, and upland enhancement plantings.</p>
Ivy species	High	<p>Treatment – Pull and remove all stem material, accessible stolons and deeper</p>

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<p><i>(Delairea odorata)</i> <i>(Hedera helix)</i></p>		<p>roots from trees, shrubs, and ground surfaces. Apply broadleaf-specific herbicide by foliar spray prior to placement of fill cap over infestation area to supplement hand removal. Restrict foliar spray within 5 feet of surface water drainage to appropriate aquatic approved herbicide.</p> <p>Disposal – All seeds, pulled seedlings, stolons, and root material should be collected, bagged and disposed of properly.</p> <p>Follow-Up – Hand pull all seedlings, stem material, accessible stolons and deeper roots. Spot treat with broadleaf specific herbicide by foliar spray as necessary in spring and late summer to supplement hand removal, but carefully control use and application to prevent loss of native grassland, riparian, and upland enhancement plantings.</p>
<p>Himalayan blackberry <i>(Rubus discolor)</i></p>	<p>High</p>	<p>Treatment – Pull and remove all stem material and accessible root balls from ground surfaces. Apply broadleaf-specific herbicide by foliar spray prior to placement of fill cap over infestation area to supplement hand removal. Restrict foliar spray within 5 feet of surface water drainage to appropriate aquatic approved herbicide.</p> <p>Disposal – All seeds, pulled seedlings, and root material should be collected, bagged and disposed of properly.</p> <p>Follow-Up – Hand pull all seedlings, stem material, accessible root balls. Spot treat with broadleaf specific herbicide by foliar spray as necessary in spring and late summer to supplement hand removal, but carefully control use and application to prevent loss of native grassland, riparian, and upland enhancement plantings.</p>

IPI Ratings Definitions (California Invasive Species Council, 2005, *Invasive Plant Inventory, "The Weed List"*):

High: These species have severe ecological impacts on ecosystems, plant and animal communities, and vegetational structure. Their reproductive biology and other attributes are conducive to moderate to high rates of dispersal and establishment. These species are usually widely distributed ecologically, both among and within ecosystems.

Moderate: These species have substantial and apparent - but generally not severe - ecological impacts on ecosystems, plant and animal communities, and vegetational structure. Their reproductive biology and other attributes are conducive to moderate to high rates of dispersal, though establishment is generally dependent upon ecological disturbance. Ecological amplitude and distribution may range from limited to widespread.

Limited: These species are invasive but either their ecological impacts are minor on a statewide level or information on them is insufficient to justify a higher rating, although they may cause significant problems in specific regions or habitats. Their reproductive biology and other attributes result in low to moderate rates of invasion. Ecological amplitude and distribution are generally limited, but these species may be locally persistent and problematic.

Evaluated But Not Listed: In general, this designation is for species for which information is currently inadequate to respond with certainty to the minimum number of criteria question, or for which the sum effects of ecological impacts, invasiveness, and ecological amplitude and distribution fall below the threshold for ranking. Many such species are widespread but are not known to have substantial ecological impacts (though such evidence may appear in the future).

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Table 3-2: Suitable Native Plant Species

Species	Rate/Size	Treatment Details
Grassland Mix:		
Creeping wildrye (<i>Leymus triticoides</i>)	15 lbs per acre	Seed shall be applied over all graded surfaces (except along the central drainage as covered by the "wetland seed mix") by hydroseeding before onset of fall rains, prior to October 15. Seed source shall be as local as possible, supplied on a basis of Pure Live Seed (PLS), and not contain an excess of one percent (1%) of weed seed. Hydroseed may include seed, dye, fertilizer, lime, mulch, and synthetic binder.
California brome (<i>Bromus carinatus</i>)	15 lbs per acre	
Purple needle-grass (<i>Nassella pulchra</i>)	15 lbs per acre	
California poppy (<i>Eschscholzia californica</i>)	2 lbs per acre	
Lupine (<i>Lupinus nanus</i>)	2 lbs per acre	
Central Drainage Wetland Seed Mix:		
Creeping wildrye (<i>Leymus triticoides</i>)	15 lbs per acre	Seed shall be applied within 25 feet of the central drainage by hydroseeding before onset of fall rains, prior to October 15. Seed source shall be as local as possible, supplied on a basis of Pure Live Seed (PLS), and not contain an excess of one percent (1%) of weed seed. Hydroseed may include seed, dye, fertilizer, lime, mulch, and synthetic binder.
California oatgrass (<i>Danthonia californica</i>)	10 lbs per acre	
California brome (<i>Bromus carinatus</i>)	10 lbs per acre	
Meadow barley (<i>Hordeum brachyantherum</i>)	10 lbs per acre	
Spreading rush (<i>Juncus patens</i>)	2 lbs per acre	
Riparian Habitat Plantings:		
California buckeye (<i>Aesculus californica</i>)	Grouped mosaics of a total of 20 tree pot or one gallon plants, spaced randomly within 20 feet of drainage on 10 foot centers.	Install during wet period between November 15 and January 15. Provide appropriate browse protection with staked 4'-high poultry mesh fencing. Provide summer irrigation for a minimum of two years until established.
Box elder (<i>Acer negundo</i> var. <i>californicum</i>)	Grouped mosaics of a total of 20 tree pot or one gallon plants, spaced randomly within 20 feet of drainage on 10 foot centers.	
California rose (<i>Rosa californica</i>)	Grouped mosaics of a total of 20 tree pots in three clusters within 10 feet of drainage on 5 foot centers.	

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Snowberry (<i>Symphoricarpos albus</i>)	Grouped mosaics of a total of 20 tree pots in three clusters within 10 feet of drainage on 5 foot centers.	
Mugwort (<i>Artemisia californica</i>)	Grouped mosaics of a total of 20 one gallon plants in three clusters within 5 feet of drainage on 5 foot centers.	
Spreading rush (<i>Juncus patens</i>)	Install 20 tree pot plants, spaced randomly along outer edge of bottom of drainage.	Install during wet period between November 15 and January 15. Browse protection and summer irrigation not required.
Valley oak (<i>Quercus lobata</i>)	Two grouping of a total of 6 tree pot or one gallon plants, installed between 20 and 40 feet from drainage at lower end within 100 feet of shoreline.	Install during wet period between November 15 and January 15. Provide appropriate browse protection with staked 36"-high Tubex tube. Provide summer irrigation for a minimum of two years until established.
Upland Tree and Shrub Plantings:		
California buckeye (<i>Aesculus californica</i>)	Grouped mosaics of a total of 25 tree pot or one gallon plants, spaced randomly in identified planting areas.	Install during wet period between November 15 and January 15. Provide appropriate browse protection with staked 4'-high poultry mesh fencing. Provide summer irrigation for a minimum of two years until established.
California coffeeberry (<i>Rhamnus californica</i>)	Grouped mosaics of a total of 25 tree pot or one gallon plants, spaced randomly in identified planting areas.	
Prostrate coyote brush (<i>Baccharis pilularis</i>)	Grouped mosaics of a total of 25 tree pot or one gallon plants, spaced randomly in identified planting areas.	Install during wet period between November 15 and January 15. Provide summer irrigation for a minimum of two years until established. Browse protection not required.

4.0 PARK MANAGEMENT GUIDELINES

Other than the significant requirements of the Vegetation Management and Habitat Restoration Plan, Glen Cove Waterfront Park is designed to be a very low maintenance facility consisting primarily of natural open space lands. Potential management and maintenance tasks are outlined below as a guide for estimating the necessary staff and resources.

Park Management

GVRD Planning or Maintenance staff, or potentially the caretaker, could be required to conduct the following general management activities:

1. Inspection of conditions and addressing general use issues. The City of Vallejo Police and Fire Departments will be directly responsible for addressing crime and fire safety issues.
2. Coordination with Native American groups, as detailed below under “Cultural Resource Area Coordination”; with Park neighbors, through the Glen Cove Homeowner’s Association, and individual residents and citizens and user groups. A formal or informal “Friends of Glen Cove Waterfront Park” group could be formed.
3. Coordination of follow-up efforts to remove exotic invasive plants and establish native species (actual planning and coordination of the work is proposed to be managed by GVRD under contract by a specialized non-profit or government organization such as the Solano County Resource Conservation District).
4. Coordination with agencies and organizations with adjacent or overlaying property, facilities, or interests in the park:
 - Vallejo Sanitary District
 - Glen Cove Maintenance District
 - PG&E
 - California Department of Recreation/Benicia State Recreation Area
 - S.F. Bay Conservation and Development Commission
5. Coordination with schools and environmental organizations that may conduct environmental education activities at the site, or low-intensity recreation activities such as picnics and day camps.
6. Fees: The park facilities are too basic and the parking area too small to justify staffing to charge fees for entry. However a voluntary “iron ranger” pay station could be a way to collect some funds to support maintenance of the park.

Cultural Resource Area Coordination

Staff could be required to coordinate the following activities of others:

1. Oversight of construction, and any subsequent ground-disturbing activities, by a qualified consulting archaeologist in accordance with the recommendations contained in Appendix C, Summary of Cultural Resources Evaluation.
2. Oversight of construction and other activities related to cultural resources or human remains by Native American representatives, in accordance with Attachment A in Appendix C: “Cultural Resources Coordination Information”.

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3. Design and installation of interpretive signs and exhibits.
4. Environmental and cultural resource interpretation and study.
5. Efforts to re-inter remains that were originally removed from the site and stored at U.C. Berkeley (this would have to be undertaken by or coordinated with the Most Likely Descendant as recognized by the Native American Heritage Commission).
6. Scientific studies of cultural resources.
7. Activities and events concerned with acknowledging or interpreting the Native American remains and history at the site.
8. Selection of a name for the site or the cultural resources area appropriate to its significance to Native Americans – potentially with a name in the Wintun/Patwin language of the people who originally occupied the site.

Maintenance

Basic park maintenance requirements would include the following tasks In addition to the specific vegetation management prescriptions detailed in Section 3.0):

1. Annual mowing of native grass and wildflower areas to manage fuel load for fire protection purposes and to simulate natural grazing (see Section 3.0 for more detail).
2. Possibly augment the stand of grass and wildflowers by sowing additional seed as necessary.
3. Conventional landscape maintenance of the park frontage at Whitesides Drive, and plantings along the Bay Trail/service road in the northwest portion of the site.
4. Maintenance of the restroom.
5. Maintenance of the picnic and overlook areas including litter pick-up and emptying trash receptacles.
6. Periodic sweeping of the paved trails and parking lot.
7. Periodic tree pruning and clean-up of branches and leaf litter – particularly from eucalyptus.

Repair and Replacement

GVRD staff or contractors will eventually be required to undertake the following repairs:

1. Repair and re-surfacing of the paved trails/service roads (potentially shared with the utilities that also use the roads) and of the parking area.
2. Replacement of signs due to age and vandalism.
3. Repair and replacement of restroom facilities.
4. Repairs to the caretaker's residence.
5. Repairs to sewer and water lines.
6. Repair and replacement of irrigation systems.
7. Replanting of ornamental plants at park frontage.

5.0 IMPLEMENTATION PROGRAM AND COST ESTIMATE

There are a number of steps to be taken before the adopted Glen Cove Waterfront Park Master Plan can be constructed.

Funding for Design, Permitting, and Construction

Grant funding will need to be obtained for preparation of construction and permit documents, and for construction. In 2002 GVRD received a \$500,000 grant from the Association of Bay Area Government's Bay Trail Project for park planning and construction, however it was subsequently determined that the environmental documentation was incomplete and the 1988 Master Plan improvements were no longer consistent with Board goals and public interests. GVRD anticipates reapplying for these funds with the new Park Master Plan and environmental document.

Other potential grant sources include the California Resources Agency's River Parkways Program, and the Bay Area Ridge Trail Council's planning and construction grant programs. Further funding opportunities may hinge on the passage of a future state resources bond, similar to Proposition 40 that passed in 2002.

Permitting and Agreements

GVRD will need to obtain several permits and agreements:

- Planned Development Permit from the City of Vallejo, including demolition and tree removal permits;
- Permits from the San Francisco Bay Conservation and Development Commission, which has jurisdiction over tidelands and a 100' band beyond the mean high tide line;
- U.S. Army Corps of Engineers permit, for placement of shoreline protection, which constitutes bay/wetland fill, including consultation with the U.S. Fish and Wildlife Service;
- Potentially a Streambed Alteration Permit from the California Department of Fish and Game for work removing invasive species and planting native species in or near the creeks;
- Grading and building permits from the City of Vallejo;
- Storm Water Pollution Prevention Plan (SWPPP) and Water Quality Certification by the Regional Water Quality Control Board to comply with Section 401 of the Clean Water Act.
- Agreement must be obtained from PG&E and VSFCO for connection to, and public use of, the paved service road to the east of the park site that is proposed for use as part of the Bay/Ridge Trail Route;
- If the City of Vallejo Glen Cove Maintenance District lands to the west of the site are to be included in the Habitat Restoration Plan, an agreement or arrangement must be resolved with the responsible City staff.

Construction Documents

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The schematic-level Master Plan drawings and descriptions will need to be translated into detailed construction plans, specifications and estimate that can be used to obtain permits and for bidding by contractors. This will require detailed topographic survey of the site, technical studies such as sampling of lead and asbestos in the Stremmel main house and caretaker's house, and potentially soil borings for design of structures such as the restroom and shoreline protection.

Bidding

Contract bid documents for the project must be prepared, the project must be advertised for public bid, based on authorization of the GVRD Board. The bids must be analyzed, and the GVRD Board must award a construction contract to the lowest responsible bidder.

Construction

The earthwork, shoreline protection, vegetation removal and planting, and facilities improvements would need to be carefully planned and phased as a vegetation management project the first season, with major earthwork and construction the second construction season, and on-going vegetation management and habitat restoration work, as specified in Section 3.0.

Design and Construction Cost Estimate

Table 5-1 presents a preliminary estimate of probable cost for the design and construction of Glen Cove Waterfront Park, including vegetation management and habitat restoration elements. This estimate is based on preliminary site information and conceptual design details that will be superseded by more detailed design and cost estimates during the construction document and permitting stage.

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Table 5-1: Cost Estimate

Note: Overhead and contingency costs are applied at the beginning and end of the estimate. These factors, totaling 33%, should be added to any individual items to calculate their actual cost.

Item	Unit	Qty	Unit Price	Total
Project Start-Up				
1 Mobilization, bonding, and project staking	8%	allow	-	\$ 10,000.00
2 Misc. clearing and grubbing, unanticipated costs	LS	allow	-	\$ 20,000.00
Project Start-Up TOTAL				\$ 30,000.00
Vegetation Management / Habitat Restoration				
3 Trim damaged eucalyptus trees on point	LS	allow	-	\$ 8,500.00
4 Cut invasive/exotic trees to crown, chip, & paint stumps 3x (eastern site)	SF	30,000	\$ 1.50	\$ 45,000.00
5 Scrape invasive plants and seed stock, stockpile and remove (western site)	SF	160,000	\$ 0.10	\$ 16,000.00
6 Follow-up herbicide treatment, all areas	LS	allow	-	\$ 5,000.00
7 Hydroseed native plant/wildflower mix, all disturbed areas (after grading)	SF	318,674	\$ 0.10	\$ 31,867.40
8 Plant native plants from cuttings or liners (after grading) 1 gallon or liners, assume 1 per 25 s.f. over 25,662 s.f.	EA	1,027	\$ 10.00	\$ 10,270.00
9 Plant maintenance and irrigation period (hand water 3x per mo. in dry season)	YRS	3	\$ 9,000.00	\$ 27,000.00
Vegetation Management / Habitat Restoration TOTAL				\$ 143,637.40
Site Grading and Shoreline Protection				
10 Regrade western site (cut)	CY	8,457	\$ 8.00	\$ 67,656.00
11 Regrade western site (fill)	CY	2,647	\$ 12.00	\$ 31,764.00
12 Place 12" protective fill layer of soil (from cut on western site)	CY	5,330	\$ 12.00	\$ 63,960.00
13 Fill main house basement with soil, compact	CY	225	\$ 16.00	\$ 3,600.00
14 Rough grading for new 12' paths w/ 2' shoulders, assume 1' deep: .6 CY/LF	CY	643	\$ 12.00	\$ 7,716.00
15 Fine grading for new 12' paths w/ 2' shoulders,	SF	17,136	\$ 0.30	\$ 5,140.80
16 Rough grading for new 5' paths, assume 1' deep: .25 CY/LF	CY	858	\$ 12.00	\$ 10,296.00
17 Fine grading for new 5' paths	SF	24,024	\$ 0.30	\$ 7,207.20
18 Install western shoreline erosion protection (3-layer riprap)	LF	160	\$ 100.00	\$ 16,000.00
19 Install eastern shoreline erosion protection (2-layer riprap)	LF	140	\$ 75.00	\$ 10,500.00
Grading & Shoreline Protection TOTAL				\$ 223,840.00
Demolish Stremmel Main House and Caretaker's Residence				
20 Break up existing driveways around house sites	SF	4,675	\$ 0.50	\$ 2,337.50
21 Asbestos assessment/abatement	LS	allow	\$ 17,000.00	\$ 17,000.00
22 Demolish main house	LS	allow	\$ 10,000.00	\$ 10,000.00
23 Break up basement floor paving	SF	2,150	\$ 5.00	\$ 10,750.00
24 Demolish caretaker's residence and garden walls, break and remove slab	LS	allow	\$ 5,000.00	\$ 5,000.00
Stremmel Main House and Caretaker's Residence TOTAL				\$ 45,087.50
Roads and Trails				
25 12'W path, AC-paved (2.5" AC over 6" AB)	SF	12,852	\$ 4.50	\$ 57,834.00
26 Shoulder, decomposed granite, 2' wide, both sides	SF	4,284	\$ 3.50	\$ 14,994.00
27 Repair stairs to beach & install new railings	LS	allow	\$ 5,000.00	\$ 5,000.00
28 5' W path, crushed rock surface (4" DG), incl water access trails	SF	17,160	\$ 3.50	\$ 60,060.00
29 Install conc. retaining wall for E water access trail (36" avg ht or 2-18" walls)	SF	175	\$ 175.00	\$ 30,625.00
30 Repair/resurface ex. driveway and PG&E service road (cut weeds; chip & slurry seal - 12' wide)	SF	19,640	\$ 0.50	\$ 9,820.00
Roads and Trails TOTAL				\$ 178,333.00
Public Use Facilities and Fixtures				
31 Picnic tables on intergral color concrete pads	EA	6	\$ 3,000.00	\$ 18,000.00
32 Trash receptacles	EA	8	\$ 700.00	\$ 5,600.00
33 Drinking fountain/running water	EA	3	\$ 4,000.00	\$ 12,000.00
34 Benches (concrete or steel)	EA	12	\$ 1,000.00	\$ 12,000.00
35 Restroom (prefab, single stall, concrete foundation), incl materials & installation	ALLOW	1	\$ 60,000.00	\$ 60,000.00
36 New water service for restroom, incl. new meter	ALLOW	1	\$ 12,000.00	\$ 12,000.00
Parking area (14 standard spaces plus 1 handicap)				
37 Clearing	SF	4,900	\$ 0.15	\$ 735.00
38 Rough and fine grading (6" avg depth)	CY	40	\$ 20.00	\$ 800.00

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Table 5-1: Cost Estimate (cont'd)

Item	Unit	Qty	Unit Price	Total
Public Use Facilities and Fixtures (cont'd)				
39 AC paving (3" AC over 9" AB)	SF	4,900	\$ 4.50	\$ 22,050.00
40 6" conc curb	LF	235	\$ 20.00	\$ 4,700.00
41 Stripe parking stalls (HC parking counts for 2 extra stalls)	EA	17	\$ 10.00	\$ 170.00
42 Recycled plastic wheel stops	EA	15	\$ 50.00	\$ 750.00
43 Parking signs, incl HC	EA	3	\$ 300.00	\$ 900.00
44 Double pipe gate	EA	1	\$ 6,500.00	\$ 6,500.00
45 Single pipe gate	EA	1	\$ 3,000.00	\$ 3,000.00
	Public Use Facilities and Fixtures TOTAL			\$ 156,205.00
Signage and Fencing				
46 Temporary project notice signs	EA	3	\$ 200.00	\$ 600.00
47 Main entry sign per GVRD specs	ALLOW	1	\$ 5,000.00	\$ 5,000.00
48 Bay Trail & BARTC trail signs (6 ea for 12 total)	EA	12	\$ 500.00	\$ 6,000.00
49 Rules & regulations signs @ entrance, west and east waterfronts	EA	3	\$ 300.00	\$ 900.00
50 Mapboard @ entrance	EA	1	\$ 2,500.00	\$ 2,500.00
51 Cultural resource boundary signs	EA	4	\$ 500.00	\$ 2,000.00
52 Cultural resource interpretive signs	EA	5	\$ 2,000.00	\$ 10,000.00
53 Interpretive signs for natural features	EA	6	\$ 2,000.00	\$ 12,000.00
54 North boundary fence welded wire mesh on 6' wood frame	LF	800	\$ 20.00	\$ 16,000.00
	Signage and Fencing TOTAL			\$ 55,000.00
Landscaping and Erosion Control				
55 Stormwater pollution prevention measures	LS	allow	\$ 15,000.00	15,000.00
Plant shrubs and trees, entry and upland areas				
56 Install 1-gallon shrubs	EA	134	\$ 10.00	1,340.00
57 Install 5-gallon shrubs	EA	40	\$ 25.00	1,000.00
58 Install 15-gallon shrubs/trees	EA	50	\$ 125.00	6,250.00
59 Install drip irrigation	SF	25,311	\$ 0.45	11,389.95
60 Soil amendment	SF	25,311	\$ 0.30	7,593.30
61 Plant establishment period - weed, repair irrig., replace dead/damaged plants	YR	3	\$ 3,000.00	9,000.00
	Landscaping and Erosion Control TOTAL			\$ 51,573.25
CONSTRUCTION UNIT COSTS SUBTOTAL				\$ 883,676.15
Construction Cost Contingencies % of Unit Costs Subtotal				
1 Construction changes	allow	4%	-	\$ 35,347.05
2 Inflation (3% over the next 2 years)	allow	6%	-	\$ 53,020.57
3 Level of estimate accuracy	allow	15%	-	\$ 132,551.42
	Contingency TOTAL			\$ 220,919.04
TOTAL CONSTRUCTION COSTS				\$ 1,104,595.19
Professional Services				
1 Landscape architecture and engineering (including planning, permit process and construction documents)	allow	16%	-	\$ 176,735.23
2 Land survey for design	allow	3%	-	\$ 33,137.86
3 Biological and archaeological services during design and construction	allow	5%	-	\$ 55,229.76
4 Construction management	allow	5%	-	\$ 55,229.76
	Professional Services TOTAL			\$ 320,332.60
TOTAL ESTIMATED PROJECT COSTS				\$ 1,424,927.79

EXHIBIT C

Cultural Resources Mitigation Measures V-1 to V-4

Cultural Resources:

Mitigation Measure V-1: All earth-disturbing activities at the project site, including connection of the caretaker's residence to sewer and/or water lines, installation and maintenance of walls at the caretaker's residence, excavation at the proposed parking area and restroom, any excavation of contaminated soil associated with the underground storage tank near the main house, and all earth-disturbing activities within the Cultural Resource Area and its 50-foot buffer area, shall be monitored by a qualified archaeologist. Archaeological monitoring for the Glen Cove Waterfront Park Project area shall be conducted under a written Archaeological Monitoring Agreement. Such an Agreement shall provide for, at a minimum:

- a) Timely notification prior to any excavations;
- b) Monitoring during all earth-moving or soil disturbing activities, however minor, until and unless the monitor determines that no impacts to potentially significant archaeological materials will occur;
- c) Specific requirements that archaeological monitors be notified immediately if potentially significant archaeological resources are encountered anywhere in the absence of an onsite monitor;
- d) Authority of the onsite archaeological monitor to halt excavations if potentially significant archaeological materials or human remains are encountered;
- e) Time and space to record, photograph and map, recover, retrieve, and/or remove any archaeological materials and data during the construction process;
- f) Time and funding for laboratory cleaning, cataloging, analysis, and preparation for permanent curation of any and all recovered data and materials after onsite monitoring ends; and
- g) Time and funding for a Final Report of findings, to incorporate data developed for this report as appropriate and data developed by monitoring and analysis; additional historical and/or archival research may also be warranted. In addition to reporting to the project sponsor (GVRD), copies of the Final Report must be submitted to the Northwest Information Center of the California Historical Resources Information System for inclusion in the permanent archives, and another copy shall accompany any curated archaeological materials and data. Archaeological data, reports, and recovered materials are and will remain the property of the property owners.

Archaeological identification, inventory, evaluation, research and mitigation under provisions of CEQA, if any, shall be completely reported in a comprehensive manner, incorporating all methods used and data gained, thorough current scientific analysis of all data, and interpretation of any archaeological resources within a regional archaeological framework. Qualified professional archaeologists shall complete the report to current professional standards, and the data shall be made available to other qualified researchers following completion of the Final Report. Appropriate specialized, focused scientific analytic techniques shall be applied (e.g., radiocarbon dating, obsidian sourcing and hydration, typological studies, geomorphological studies, faunal analysis,

etc.). Obtaining, analyzing, interpreting, and reporting archaeological data from the project area would serve as mitigative compensation for any project-related impacts to resources.

Mitigation Measure V-2: The project sponsor (GVRD) and construction contractors shall be prepared to respond appropriately if heretofore undetected archaeological resources are encountered anywhere in the project area.

To set up and facilitate both the recommended monitoring and the response procedure required under CEQA, a pre-construction meeting shall be arranged involving responsible project personnel, both onsite and managerial supervisory construction personnel, and the archaeological monitors. The purpose of this meeting will be to familiarize all involved parties with the provisions of this plan. Construction contractors shall be prepared to halt and/or relocate work while finds are identified, recorded, evaluated, and if warranted, mitigative activities carried out. In virtually all reasonably foreseeable circumstances, the appropriate mitigation action will be recording and removal of archaeological objects and data from the project area.

Supervisory and construction personnel shall therefore be made aware of the possibility of encountering archaeological materials in this sensitive zone. In this area, the most common and recognizable evidence of prehistoric archaeological resources are deposits of marine shell, usually in fragments (mussels, oysters, clams, abalone, crabs, etc.), and/or faunal bone (deer, marine mammals, etc.), usually in a dark fine-grained soil (midden); stone flakes left from manufacturing stone tools, or the tools themselves (mortars, pestles, arrowheads and spear points); and human burials, often as dislocated bones. Historic materials older than 45 years (bottles, artifacts, trash pits, structural remains, etc.) may also have scientific and cultural significance and should be more readily identified. If during the proposed construction project any such evidence is uncovered or encountered, all excavations within 10 meters/30 feet shall be halted long enough to call in the monitoring archaeologists to assess the situation and propose appropriate measures.

Mitigation Measure V-3: The project sponsor (GVRD) and contractors must be prepared to carry out the requirements of California State law with regards to the discovery of human remains during construction. In the event that any human remains are encountered during site disturbance, all ground-disturbing work shall cease immediately and the County coroner shall be notified immediately. If the coroner determines the remains to be Native American, the Native American Heritage Commission shall be contacted within 24 hours. A qualified archaeologist, in consultation with the Native American Heritage Commission, shall recommend subsequent measures for disposition of the remains.

Mitigation Measure V-4: If any paleontological resources are encountered during site grading or other construction activities, all ground disturbance shall be halted until the services of a qualified paleontologist can be retained to identify and evaluate the resource(s) and, if necessary, recommend mitigation measures to document and prevent any significant adverse effects on the resource(s).