

APPENDIX Q

HISTORICAL RESOURCE DOCUMENTS

MEMORANDUM OF AGREEMENT

Memorandum of Agreement
Between
the United States Department of the Navy, and
the California State Historic Preservation Officer
Pursuant to 36 CFR Part 800.6(c)
For the Leasing, Disposal and Reuse of
Naval Fuel Depot, Point Molate, Richmond, California

WHEREAS, the Department of the Navy (Navy) has determined that the proposed leasing, disposal and reuse of Naval Fuel Depot, Point Molate (NFD Point Molate) pursuant to the Defense Base Closure and Realignment Act of 1990 (undertaking) will have an effect on properties at NFD Point Molate, that are listed on, eligible or potentially eligible for listing on, the National Register of Historic Places (historic properties), has consulted with the California State Historic Preservation Officer (SHPO) pursuant to 36 CFR 800, revised regulations effective January 11, 2001, implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f) (NHPA), and has notified the Advisory Council on Historic Preservation (Council) of the effect finding pursuant to 36 CFR § 800.6(a)(1); and

WHEREAS, the city of Richmond, California (City), recognized by the Department of Defense as the local redevelopment authority for NFD Point Molate, has developed a reuse plan for NFD Point Molate which will preserve historic properties, has participated in the consultation, and has been invited to become a signatory to this Memorandum of Agreement (agreement); and

WHEREAS, the Navy has informed consulting parties and members of the public about the undertaking and involved such parties and the public in the consultation process using agency procedures for public involvement under the National Environmental Policy Act; and

WHEREAS, pursuant to Section 101(d)(6)(B) of the NHPA, the American Indian Religious Freedom Act, Section 3(c) of the Native American Graves Protection and Repatriation Act, and 43 CFR Part 10, the Navy has invited the Bay Miwok Band to concur in this agreement and to participate in the implementation of its terms;

NOW, THEREFORE, the Navy, the SHPO, and the City agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

In the event that the undertaking is selected by the appropriate decision maker and memorialized in the appropriate National Environmental Policy Act document, the Navy will ensure that the following measures are carried out:

I. KNOWN HISTORIC PROPERTIES AND KNOWN PROSPECTIVE HISTORIC PROPERTIES COVERED BY THIS AGREEMENT

- A. The following historic properties and prospective historic properties are covered by this agreement:
1. Site CA-CCO-422H, The Winehaven Historic District, a property listed on the National Register of Historic Places, and
 2. Site CA-CCO-506H, a historic archeological site described as a "Chinese Shrimp Camp" circa 1860 to 1915, eligible for the National Register of Historic Places.
 3. Three prehistoric archaeological sites potentially eligible for the National Register of Historic Places:
 - a. Site CA-CCO-282, described as a prehistoric shell mound and which may contain intact deposits under the existing paved road and railroad grade and;
 - b. Site CA-CCO-283, described as a prehistoric shell mound, and
 - c. Site CA-CCO-423, five loci, within the Winehaven Historic District, marked by shell midden soils, one of which has sufficient integrity to be of potential future research value.

II. NATIONAL REGISTER NOMINATIONS.

- A. The Navy will nominate the following historic properties to the National Register:
1. Site CA-CCO-506H, and
 2. Sites CA-CCO-282, CA-CCO-283, and CA-CCO-423, if determined eligible for inclusion in the National Register pursuant to stipulation III. below.

- B. The Navy will submit all National Register application forms prepared pursuant to this stipulation to the SHPO in accordance with a mutually agreeable timetable developed by the Navy in consultation with the SHPO. Such consultation shall commence no later than 90 days following execution of this agreement.

III. DETERMINATIONS OF NATIONAL REGISTER ELIGIBILITY

- A. The Navy will determine the eligibility for listing on the National Register of Sites CA-CCO-282, CA-CCO-283, and CA-CCO-423.
 - 1. 36 CFR § 800.4(c)(1-2) will govern the National Register eligibility determination process prescribed in section A. of this stipulation.
- B. The Navy will implement the terms of this stipulation in accordance with a mutually agreeable timetable developed by the Navy in consultation with the SHPO. Such consultation shall commence no later than 90 calendar days following execution of this agreement.
- C. The Navy shall consult with the SHPO and the Bay Miwok Band prior to authorizing any archeological testing that may be proposed either in connection with the National Register eligibility determination process prescribed by this stipulation or for any other purpose.
 - 1. The Navy will implement the terms of this III.C. in accordance with a mutually agreeable timetable developed by the Navy in consultation with the SHPO and the Bay Miwok Band.

IV. WINEHAVEN BOUNDARY.

- A. Prior to the conveyance of NFD Point Molate to the City:
 - 1. The Navy shall prepare and submit to the Keeper of the National Register an amendment to the existing Winehaven National Register nomination that specifically identifies the contributing and non-contributing properties of the Winehaven historic district.
 - 2. The Navy shall appeal to the California Historical Resources Commission to reduce the Winehaven historic district boundary, as included on the State Register, to that identified in the "Proposed Boundary Revision, Winehaven" report dated March 1996, thereby removing the non-historic property included within the National Register nomination.

V. LICENSING AND LEASING OF HISTORIC PROPERTIES.

- A. In order to maintain and protect historic properties the Navy may enter into licenses and leases for the use of Navy real property at NFD Point Molate prior to disposal.
- B. Licenses may be issued for short-term uses such as conferences, conventions, workshops, training and athletic events. To insure continuity licenses may also be used to cover the interval between a lease and conveyance of the property. Licenses are revocable at the discretion of the licensor.
 - 1. Licensees of Navy historic property shall not be permitted to undertake any construction, demolition, alterations, repairs or similar activities affecting historic properties.
 - 2. The Navy shall retain the right to inspect licensed historic properties to ensure that licensees have not performed construction, demolition, alteration, or repairs to licensed historic properties.
- C. Leases may be issued for long-term use of historic properties when the proposed use is consistent with the approved reuse plan.
 - 1. The Navy shall ensure that all leases include provisions that prohibit the lessee from undertaking any activity, including, but not limited to, construction, demolition, alteration, or repairs to the historic properties, except in accordance with the terms of this paragraph and of paragraphs 2-5, inclusive, below.
 - 2. The Navy shall require all lessees to submit written plans for any proposed work on the historic properties for Navy review and approval. Work may not proceed until the lessee has received written approval from the Navy, which shall not be granted unless the proposed work conforms to the Secretary of the Interior's *Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings*.
 - a. Navy review of plans submitted for proposed work on historic properties shall be conducted by persons who shall, at a minimum, meet the Secretary of the Interior's Professional Qualification Standards in the appropriate disciplines

3. Any documentation requested in accordance with stipulation V.C.2. shall be completed to the satisfaction of the Navy and the SHPO at the expense of the lessee.
4. No further consultation with SHPO shall be required unless the Navy determines that the work cannot be performed as proposed or with reasonable modification to conform to the Secretary's *Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings* (Standards).
 - a. If the Navy determines that the work cannot be modified to conform to the Standards the Navy may reject the proposed work.
5. Further consultation with SHPO will not be required for painting previously painted interior and exterior surfaces in non-traditional colors for temporary uses, provided that the painting is approved by the Navy, and the lessee has posted an adequate bond to insure that the property will be restored to its original color scheme when the temporary use is complete.
 - a. "Temporary" shall be defined as the period established by individual lease agreements with the Navy or until such time as the property is conveyed from federal ownership, whichever occurs first.
 - b. The Navy shall provide a list of non-traditional colors to lessee's planning to paint historic properties covered by this agreement and only those colors may be used to paint the subject properties.
 - c. The Navy shall retain the option that, prior to conveyance, lessee shall be required to restore historic properties to their original color scheme
6. The Navy shall retain the right to inspect leased historic properties annually to ensure that the Standards are followed and shall take appropriate remedial action to assure compliance where deviations are observed.

VI. LONG TERM PRESERVATION PLANNING

- A. The City shall designate the Winehaven Historic District and its components as Historic Structures in accordance with Chapter 6.06, entitled "Historic Structures", of the Richmond Municipal Code.

- B. Within 12 months from the execution of this agreement, the City will amend all applicable City codes, ordinances and regulations to identify and protect the historic and prehistoric archeological sites listed under Stipulation I that are not protected by Chapter 6.06 of the City of Richmond Municipal Code, listed under stipulation I. above as important archeological resources worthy of preservation.
- C. The City shall apprise prospective developers/lessees about the Winehaven Historic District, and of the financial tools and economic incentives that are available, including but not limited to the State Historic Building Code, federal and state tax credits, and other state programs, that are available for the preservation and adaptive use of historic properties.
 - 1. This information shall be provided to the prospective lessee/developer in writing during initial contact/discussion.
- D. To ensure appropriate treatment of human remains that might be discovered during construction or other land disturbing activities on NFD Point Molate, the City will observe the measures in the *Professional Guide for the Preservation and Protection of Native American Remains and Associated Grave Goods* (California Native American Heritage Commission).

VII. PERSONNEL QUALIFICATIONS STANDARDS

- A. Until such time that the historic properties are conveyed from Federal ownership, the Navy, in cooperation with the City, as applicable, shall ensure that all historic preservation work pursuant to this agreement, including but not limited to, the planning for, and physical rehabilitation of, historic properties is carried out by or under the direct supervision of a person or persons meeting, at a minimum, the Secretary of the Interior's Professional Qualification Standards in the appropriate disciplines.
 - 1. Navy review of historic preservation work conducted pursuant to this agreement shall be conducted by persons who shall, at a minimum, meet the Secretary of the Interior's Professional Qualification Standards in the appropriate disciplines

VIII. DOCUMENT REVIEW AND COMMENT

Unless otherwise stipulated in this agreement, the parties to this agreement shall be afforded thirty (30), days from receipt to comment on any documentation submitted by the Navy pursuant to this agreement. Should any party decline to participate or fail to respond within thirty (30) days to a written request for comments, the Navy may assume that party's

concurrence in the Navy's proposed action. Thereafter, the Navy may proceed with such action.

IX. REPORTING

- A. Until historic properties covered by this agreement are conveyed from federal ownership, or the terms of the agreement have been fulfilled or the agreement has been terminated, the Navy, in cooperation with the City, shall provide written annual status reports to all signatories and consulting parties.
 - 1. The annual report shall be submitted by December 15th of each year and shall address the following topics:
 - a. Status of the proposed amendment to the Winehaven Historic District boundary,
 - b. Status of proposed nomination of Site CA-CCO-506H, Chinese Shrimp Camp, to the National Register,
 - c. Status of determination of eligibility and proposed nomination to the National Register of Sites CA-CCO-282, CA-CCO-283 Site, and CA-CCO-423, and
 - d. Discussion of problems or unanticipated issues related to management of historic resources during the previous year.

X. DISCOVERIES

- A. The City shall notify the Navy as soon as possible if it appears that the redevelopment of NFD Pt. Molate will affect a previously unidentified property that may be eligible for inclusion in the National Register, or may affect a known historic property in an unanticipated manner.
 - 1. The City shall stop construction in the vicinity of the discovery and will take all reasonable measures to avoid or minimize harm to the property until the Navy can conclude consultation with the SHPO.
 - 2. If the newly discovered property has not previously been included in, or determined eligible for inclusion in, the National Register, the Navy may assume that the property is eligible for purposes of this agreement.
 - 3. The Navy will notify the SHPO at the earliest possible time and consult to develop actions that will take into account the effects of the undertaking upon the historic property.

4. The Navy will notify the SHPO of any time constraints, and the Navy, the City and the SHPO will mutually agree upon time frames for this consultation.
5. The Navy will provide the SHPO with written recommendations that take the effects of the undertaking into account.
 - a. If the SHPO does not object to the Navy's recommendations within the agreed upon time frame, the Navy will modify the scope of work as necessary to implement its recommendations. If SHPO does object, the Navy shall consult pursuant to Stipulation XI.

XI. RESOLUTION OF OBJECTIONS

- A. Should any party to this agreement object in writing to the Navy regarding the manner in which the terms of this agreement are carried out, to any action carried out or proposed with respect to implementation of this agreement, or to any documentation prepared in accordance with and subject to the terms of this agreement, the Navy shall consult with the objecting signatory to resolve the objection.
 1. The Navy shall determine a reasonable time frame for this consultation.
 2. If resolution is reached within this time frame, the Navy may proceed with its action in accordance with the terms of the resolution.
 3. If the Navy determines that the objection cannot be resolved within this time frame, the Navy shall forward all documentation relevant to the objection to the Council, pursuant to 36 CFR § 800.2(b)(2). The documentation shall include the Navy's proposed response to the objection,
 4. Any comment provided by the Council, and any comment from the parties to this agreement, shall be taken into account by the Navy in reaching a final decision regarding the objection. The Navy shall promptly notify the Council and the parties to this agreement in writing of its final decision regarding the objection.
 5. The Navy's responsibility to carry out all actions under this agreement that are not the subjects of the objection shall remain unchanged.

XII. PUBLIC OBJECTIONS

At any time during implementation of the stipulations in this agreement should an objection pertaining to such implementation be raised by a member of the public, the Navy shall notify the parties to this agreement about the objection and take the objection into account, consulting with the objector and, should the objector so request, with any parties to this agreement to resolve the objection.

XIII. AMENDMENTS TO THE AGREEMENT

- A. If any signatory believes that this agreement should be amended, that signatory may at any time propose amendments, whereupon the signatories will consult to consider the amendment pursuant to 36 CFR § 800.6(c)(7) and § 800.6(c)(8).
 - 1. This agreement may be amended only upon the written concurrence of the signatories.

XIV. TERMINATION

- A. If this agreement is not amended as provided for in Stipulation XIII. or if any signatory party proposes termination of this agreement for other reasons, the signatory party proposing termination shall in writing notify all other signatory parties and the concurring party, explain the reasons for proposing termination, and consult with the other signatories and the concurring party for no more than 30 days to seek alternatives to termination.
 - 1. Should such consultation fail, the signatory party proposing termination may terminate this agreement by promptly notifying the other signatories and the concurring party in writing.
 - 2. Should this agreement be terminated before all historic properties covered by this agreement have been conveyed out of federal ownership or before the Navy, in consultation with all other signatory parties and the concurring party to this agreement, has determined that all of its terms have been fulfilled, and then beginning with the date of termination the Navy shall do the following:
 - a. Promptly consult with the other signatory parties to develop a new agreement pursuant to 36 CFR Part 800.
 - b. Ensure that until a new agreement is executed for the undertaking, that neither the Navy nor the City will take or sanction any action or make an irreversible commitment

that would result in an adverse effect to the historic properties covered by this agreement, or that would foreclose the Council's consideration of modification or alternatives that could avoid or mitigate the adverse effect on historic properties until the commenting process has been completed.

XV. DURATION OF THE AGREEMENT

Unless it is terminated pursuant to Stipulation XIV. above, this agreement shall remain in effect until all stipulations have been fulfilled as determined by the Navy in consultation with the other signatory parties and the concurring party, or until such time as the historic properties covered by this agreement are no longer under federal ownership, whichever occurs first.

XVI. ANTI-DEFICIENCY ACT

- A. All requirements set forth in this agreement requiring the expenditure of Navy funds are expressly subject to the availability of appropriations and the requirements of the Anti-Deficiency Act (31 U.S.C. Section 1341).
 - 1. No obligation undertaken by the Navy under the terms of this Agreement shall require or be interpreted to require a commitment to expend funds not appropriated for a particular purpose.
- B. If the Navy cannot perform any obligation set forth in this agreement because of the unavailability of funds, the Navy, California SHPO, and the City intend that the remainder of the agreement be executed.
 - 1. Any obligation under the agreement, which cannot be performed because of the unavailability of funds, must be renegotiated between the Navy, California SHPO, and the City

EXECUTION OF THIS MEMORANDUM OF AGREEMENT by the Navy, the California SHPO, and the City, its transmittal by the Navy to the Council, and subsequent implementation of its terms, shall be evidence that the Navy has afforded the Council an opportunity to comment on the leasing, disposal and reuse of NFD Point Molate and its effects on historic properties, that the Navy has taken into account the effects of the undertaking on historic properties, and that the Navy has satisfied its responsibilities under Section 106 of the National Historic Preservation Act and its implementing regulations codified at 36 CFR Part 800.

SIGNATORY PARTY:

UNITED STATES DEPARTMENT OF THE NAVY,

BY: G. J. Buchanan Date: 24 JAN 2002
G. J. BUCHANAN
Captain, CEC, USN Commanding Officer,
Engineering Field Division West

SIGNATORY PARTY:

CALIFORNIA STATE HISTORIC PRESERVATION OFFICER

BY: Stephen D. Mellon Date: 1/29/02
Dr. Knox Mellon
State Historic Preservation Officer

INVITED SIGNATORY PARTY:

CITY OF RICHMOND

BY: Leveron Bryant Date: January 30, 2002
Print Name & Title of Signer: Leveron Bryant, Assistant City Manager

CONCURRING PARTY:

BAY MIWOK BAND

BY: Katherine Erolinda Perez Date: 1-28-02
Katherine Erolinda Perez
Bay Miwok Band

Amendment One

To The
Memorandum of Agreement
Between
The United States Department of the Navy,
and the California State Historic Preservation Officer
Pursuant to 36 CFR Part 800.6(c)
For the Leasing, Disposal and Reuse of
Naval Fuel Depot, Point Molate, Richmond, California

WHEREAS, the Department of the Navy (Navy) and the California State Historic Preservation Officer (SHPO) executed a Memorandum of Agreement (MOA), pursuant to the National Historic Preservation Act, in January of 2002 concerning the effects of the leasing, disposal and reuse of the former Naval Fuel Depot, Point Molate (NFD) pursuant to the Defense Base Closure and Realignment Act of 1990; and

WHEREAS, the City of Richmond (City) executed the MOA as an invited signatory and is recognized by the SHPO as a certified local government; and

WHEREAS, the Bay Miwok Band executed the MOA as a concurring party; and

WHEREAS, there are five known historic properties described as historic site CA-CCO-282 (prehistoric shell mound), site CA-CCO-283 (prehistoric shell mound), site CA-CCO-422H (Winehaven Historic District, listed on the National Register of Historic Places under criteria A,C, and D) and site CA-CCO-423 (prehistoric archaeological site with five loci, within the Winehaven Historic District) and site CA-CCO-506H (Chinese Shrimp Camp); and

WHEREAS, the Navy conveyed approximately 372 acres of property at the former NFD to the City that included historic site CA-CCO-282 (prehistoric shell mound), site CA-CCO-283 (prehistoric shell mound), site CA-CCO-422H (Winehaven Historic District), site CA-CCO-423 (prehistoric archaeological site with five loci, within the Winehaven Historic District) and portions of site CA-CCO-506H (Chinese Shrimp Camp); and

WHEREAS, the Navy is currently in discussions with the City regarding a transfer to the City of the remaining 41 acres of property at the former NFD which includes a majority of site CA-CCO-506H (Chinese Shrimp Camp); and

WHEREAS, the City is currently conducting an environmental review of alternative proposals for the development and reuse of the former NFD, and the City's environmental review will address potential impacts to any and all historic properties located within the proposed area of development;

NOW, THEREFORE, as authorized in Article XIII of the MOA, the Navy proposes to amend the following Stipulations of the 2002 MOA as follows:

Revised Stipulations

The following stipulations are enumerated consistent with the convention of the 2002 MOA. Navy will ensure that the following measures are carried out:

II. National Register Nominations.

A. Filing of Nominations.

Where sites have been identified as eligible for inclusion in the National Register at the former NFD, the owner of the site shall submit the nomination(s) in accordance with 36 CFR 60.9 or 36 CFR 60.6, as appropriate. If portions of the site are each owned by the City and Navy at the time the nomination form is to be filed, the City and Navy will jointly submit the final nomination(s) in accordance with 36 CFR 60.9.

B. Review of National Register Nomination forms.

The subject property owner (Navy or City) will submit all National Register application forms to the other party (Navy or City) for review and comment prior to submission to the SHPO. If the application form is to be filed by the Navy under Section IIA. above, the City will incorporate all of the Navy's comments on the National Register application forms prior to submittal to the SHPO. The Navy shall provide comments to the City within 30 days of receipt and vice versa if filed by the Navy. All nomination forms will be submitted to the SHPO in accordance to Section IIA. above and with a mutually agreeable timetable developed by the City in consultation with the SHPO.

III. Determinations of National Register Eligibility.

A. Property Owned by City.

The City will prepare determinations of eligibility for listing on the National Register for the following historic properties in accordance with 36 CFR § 800.4(c)(1-2) and 36 CFR § 800.11:

1. Site CA-CCO-282;
2. Site CA-CCO-283; and,
3. Site CA-CCO-423

B. Property Co-owned by Navy.

The City will re-evaluate site CA-CCO-506H and prepare a draft report describing the potential eligibility for listing on the National Register in accordance with 36 CFR § 800.4(c)(1) and 36 CFR § 800.11. The City will submit this draft eligibility report to the Navy for review and comment. The Navy will provide comments to the City within 30 days of receipt. The City will incorporate the Navy's comments into a final eligibility report. If site CA-CCO-

506H is determined eligible for inclusion in the National Register, the nomination shall be filed in accordance with Section IIA. above.

IV. Winehaven Boundary.

1. The City shall review and consider the comments and questions that the Navy has received from the Keeper of the National Register concerning the proposed amendment to the existing Winehaven National Register nomination. The City shall incorporate these comments and questions into a revised amendment to the Winehaven National Register Nomination which shall be submitted to the Keeper of the National Register in accordance with 60.6. This revised nomination amendment will specifically identify the contributing and non-contributing properties of the Winehaven Historic District.

All other Stipulations of the MOA not discussed in this Amendment shall remain in full force and effect.

SIGNATORY PARTY:

UNITED STATES DEPARTMENT OF THE NAVY

BY: Laura Duchnak Date: FEB 09 2009
Laura Duchnak
Director, BRAC PMO West

SIGNATORY PARTY:

CALIFORNIA STATE HISTORIC PRESERVATION OFFICER

BY: Stephen D. Milford Date: 2/23/09
Milford Wayne Donaldson, FAIA
State Historic Preservation Officer

SIGNATORY PARTY:

CITY OF RICHMOND

BY: Bill Lindsay Date: 2/13/09
Bill Lindsay
City Manager

*HISTORICAL RESOURCE
ASSESSMENT: WINEHAVEN HISTORIC
DISTRICT*

**HISTORICAL RESOURCE ASSESSEMENT: WINEHAVEN HISTORIC DISTRICT
“INTERNAL RAILROAD SYSTEM,” CITY OF RICHMOND, CALIFORNIA**



Winehaven circa 1909 (photograph courtesy Contra Costa County Historical Society)

Prepared by:

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Prepared for:

Analytical Environmental Services
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October 2019

INTRODUCTION

The City of Richmond proposes a mixed-use development project of approximately 80 acres on Point Molate, Contra Costa County, that includes a variety of residential and commercial uses, as well as supporting road and utility infrastructure (**Figure 1, Project Vicinity and Location**). The project site is located on the former Pointe Molate Navy Fuel Depot and Winehaven Historic District. The Winehaven Historic District (CA-CCO-422H) was listed in the National Register of Historic Places (NRHP) in 1978 with a subsequent update study prepared in 1996, and includes 58 contributing buildings and structures that date to the district's period of significance, 1907-1919, corresponding with the years of the California Wine Association's winery operation. Neither the 1978 nomination nor the 1996 update documented or analyzed the system of railroad tracks that are located within the Winehaven Historic District boundaries (**Figure 2, Site Map**). For the current study, JRP Historical Consulting, LLC (JRP), under subcontract to Analytical Environmental Services and on behalf of the City of Richmond (City), is assisting the City meet its compliance responsibilities under the California Environmental Quality Act (CEQA), as it pertains to historical resources (CEQA Guidelines Section 15064.5), by evaluating whether all or part of the system of railroad tracks is eligible for listing in the NRHP as a contributor to the historic district.

PREPARERS' QUALIFICATIONS

JRP conducted this survey and evaluation of the Winehaven Internal Railroad under the general direction of JRP Partner Bryan Larson (MA, Public History, California State University, Sacramento). Mr. Larson has 21 years of professional experience working as a consulting historian on a wide variety of historical research and cultural resource management projects. He conducted the research and fieldwork, and prepared this report. Based on his level of experience and education, Mr. Larson qualifies as historian and architectural historian under the Secretary of the Interior's Professional Qualification Standards, as defined in 36 CFR Part 61.

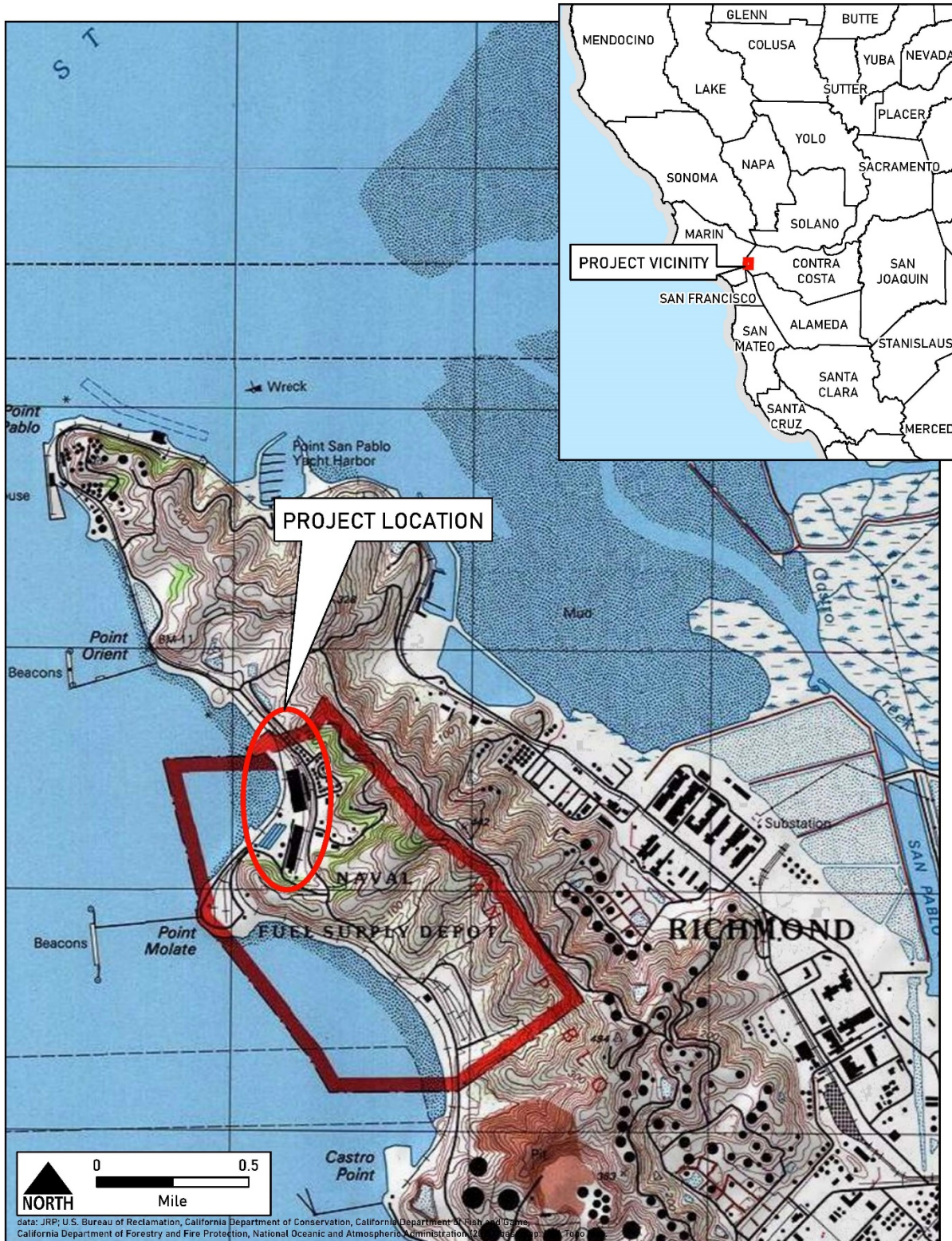


Figure 1: Project Vicinity and Location

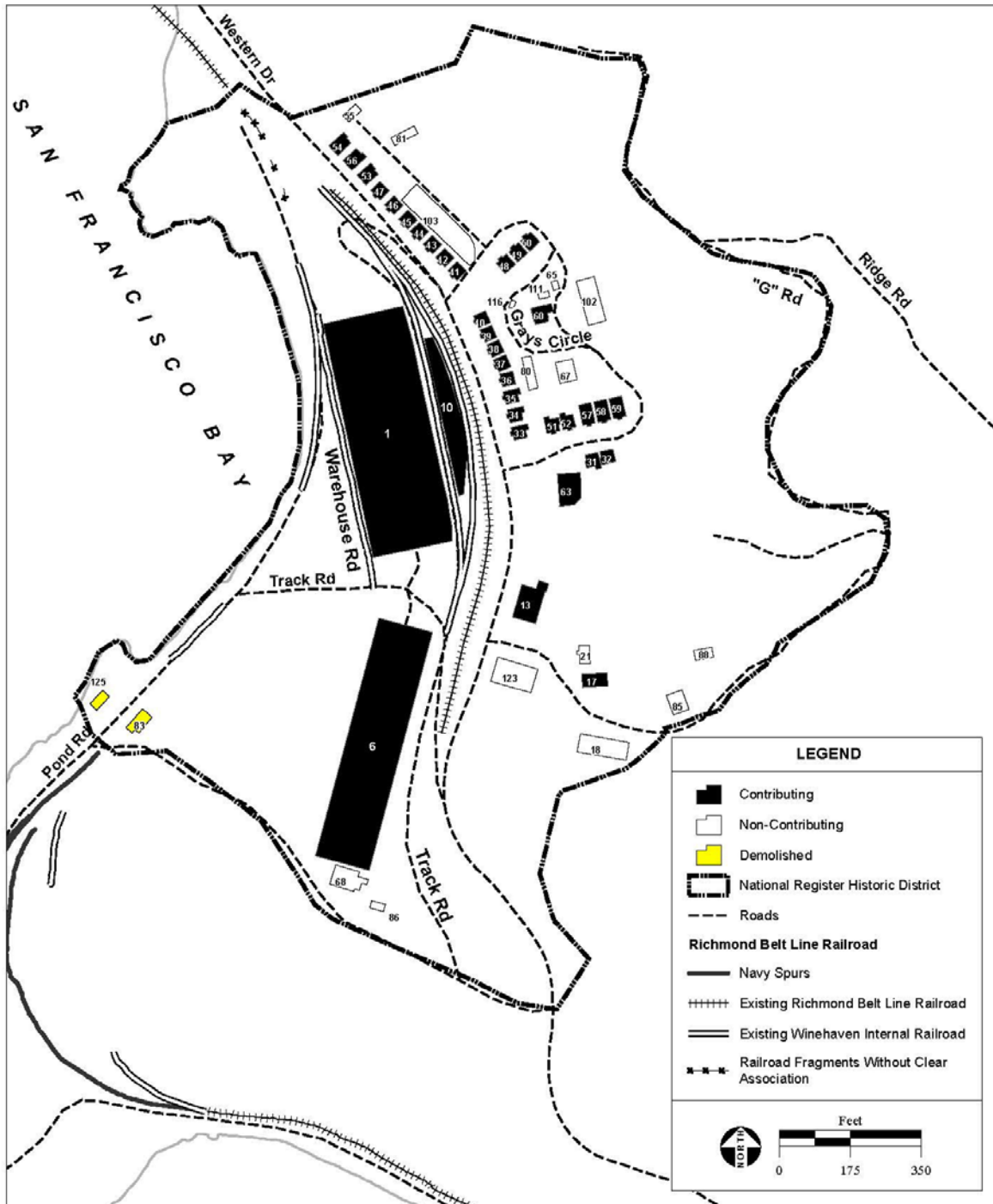


Figure 2: Site Map¹

¹ Map by Analytical Environmental Services.

HISTORICAL BACKGROUND

The Winehaven Historic District (District) was listed in the NRHP on October 2, 1978. Lucretia Edwards of the Winehaven Historical Study Committee prepared the original nomination in 1976. Constructed between 1907 and 1919, the District as defined by the nomination includes 51 buildings and seven structures located on 71 acres.² Many of these elements consist of fuel tanks and appurtenant buildings and structures that the U.S. Navy built between 1942 and 1944 as part of its Navy Fuel Depot (NFD) operation. In 1996, JRP Historical Consulting Services prepared a boundary revision study that proposed reducing the District to about 27 acres, thereby eliminating large areas of land that had historically been used for the NPD and not by the winery operation. The boundary modification would also reduce the number of buildings and structures within the boundary to 46, consisting of 35 District contributors (associated with the winery operation), and 11 non-contributors (associated with the NFD).³

Analytical Environmental Services is presently preparing a National Register Amendment to formally refine the list of elements that contribute to the significance of the District, specifically calling out those resources that were included in the original District nomination but which are now recommended as non-contributing elements, and enumerating the 35 contributing buildings, which include twenty-nine residences, two large winery buildings, a warehouse, a powerhouse, a workshop, and a fire station (summarized in **Table 1**).⁴

Table 1. Contributing Elements of Winehaven Historic District (CA-CCO-422H)

Structure	Date of Construction	Use
Building 1	1908-1917	Wine Cellar
Building 6	1907-1912	Wine Cellar
Building 10	1908-1919	Loading Dock / Warehouse
Building 13	1908-1916	Power House
Building 17	1907-1919*	Work Shop
Buildings 31 – 54	1910 - 1916	Housing
Buildings 56 – 59	1910 - 1916	Housing
Building 60	1910	Winemaker's Residence
Building 63	Post 1916*	Utilitarian / Fire Station (?)

*Date uncertain

The historical significance of Winehaven is summarized in the Historic American Building Survey (HABS) documentation prepared for the District circa 1996:

² Edwards, Lucretia Edwards, *National Register of Historic Places Inventory-Nomination Form, Winehaven (CA-CCO-422H)*, prepared by Winehaven Historical Society Committee, Oakland, 1976.

³ JRP Historical Consulting Services, *Proposed Boundary Revision Winehaven, Richmond, Contra Costa County, CA*, prepared for the Naval Facilities Engineering Command, 1996.

⁴ Table prepared by Analytical Environmental Services.

Winehaven, a complex of 35 buildings constructed between 1907 and 1919, is significant historically and architecturally in the areas of wine production and industrial design. During its 12-year operation, winehaven was one of the largest (reputable sources say it was the largest) wineries in the world, capable of storing, aging, and bottling millions of gallons of wine. Architecturally, the Winehaven complex represents an unusually intact company town, containing 29 residences, two very large winery buildings, a shipping building, and three support buildings (a power plant, fire house, and warehouse), all dating to the period in which the winery operated. In addition, the winery buildings are unusual and significant in their castellated, industrial Gothic design and as examples of fireproof and seismically-reinforced industrial buildings designed in response to the 1906 earthquake in Northern California.⁵

There are also numerous railroad track segments extant within the District boundaries (see **Figure 2**), but these have not been previously evaluated to determine whether they meet the criteria for listing in the NRHP as contributing District resources. As discussed further below, this report concludes that the intact surviving track segments from the Winehaven Internal Railroad system are eligible for the NHRP because they are directly associated with historic winery operations during the District's period of significance, and they retain integrity to that period. The segment of Richmond Belt Line Railroad does not contribute to the historic district because it has a construction and operational history that is separate from the Winehaven enterprise, and therefore is not directly associated with the Winehaven Historic District.

Winehaven had an initial production and storage capacity of 10 million gallons of wine (later raised to 12 million gallons). The massive plant not only made wine on site, it was also the storage and shipping hub for the output of California Wine Association's many wine production facilities located throughout the state. A transportation system was critical to the success of the enterprise, so construction of a network of railroad tracks began in 1907, concurrent with the initial build-out of the plant (**Figures 3 and 4**). Two lines of this "Internal Railroad," as the Winehaven system is referred to herein, entered the property from the north and forked out to form three main branches that sidled up to the main warehouse buildings (Buildings 1, 6, and 10) for loading and unloading (**Figures 5 through 7**). The system also included spurs that served the docks and wharves along the shore, west of the warehouse buildings, and linked up with the Richmond Belt Line some distance north of Winehaven (and outside of the boundaries of the Winehaven Historic District).⁶

⁵ JRP Historical Consulting Services, *Winehaven, Point Molate Naval Fuel Depot, Richmond, Contra Costa County, CA*, Historic American Building Survey (HABS No. CA-2658), circa 1996, available online at the Library of Congress website, <https://loc.gov/pictures/item/ca2193/>.

⁶ Thomas Pinney, *A History of Wine in America, From the Beginnings to Prohibition* (Berkeley: University of California Press), 1989; City of Richmond, "Point Molate History," n.d., accessed online October 1, 2019, at <https://www.ci.richmond.ca.us/270/Point-Molate>.

The Richmond Belt Line developed separately and independently from the Winehaven property. Established in 1902, the railroad began in Richmond and followed the shoreline of Point San Pablo toward and beyond Point Molate (**Figure 8**). The line connected with Atchison, Topeka & Santa Fe Railway and Southern Pacific Railroad main lines in Richmond and provided service to numerous industries along its run, including the Standard Oil Wharf and several quarries. The Richmond Belt Railroad passed through the main section of the Winehaven property on top of a cut bank above and to the east of Buildings 1, 6, and 10 without making direct connections with those warehouses.⁷

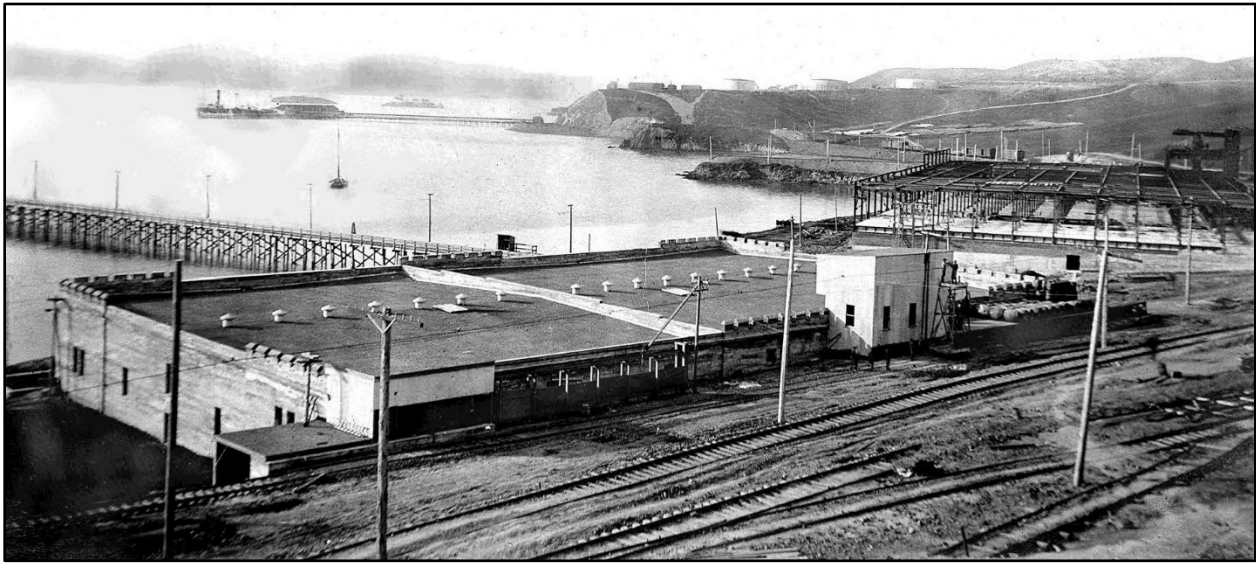


Figure 3: Winehaven and Internal Railroad system under construction next to warehouses, 1907. Note the Richmond Belt Railroad in foreground.⁸

⁷ United States Board of Engineers for Rivers and Harbors, War Department, and United States Maritime Commission, *The Ports of San Francisco, Oakland, Alameda, Richmond, and Upper San Francisco Bay, California*, Port Series No. 12, 1939; “New Transportation Lines for City of Richmond,” *The San Francisco Call*, September 16, 1911; Hal Vejby, “When Sardines Return, Richmond Belt Line Will Really Be Railroading Again,” *Oakland Tribune*, February 9, 1953.

⁸ Contra Costa County Historical Society, Photograph ID 1996City of Richmond, “Point Molate History,” n.d., accessed online October 1, 2019, at <https://www.ci.richmond.ca.us/270/Point-Molate>, photograph, “Winehaven Under Construction, 1907.”



Figure 4: Looking along Winehaven tracks, Buildings 1 and 6 (back to front) at right, 1907. The Richmond Belt Railroad is carried on the embankment to the right.⁹

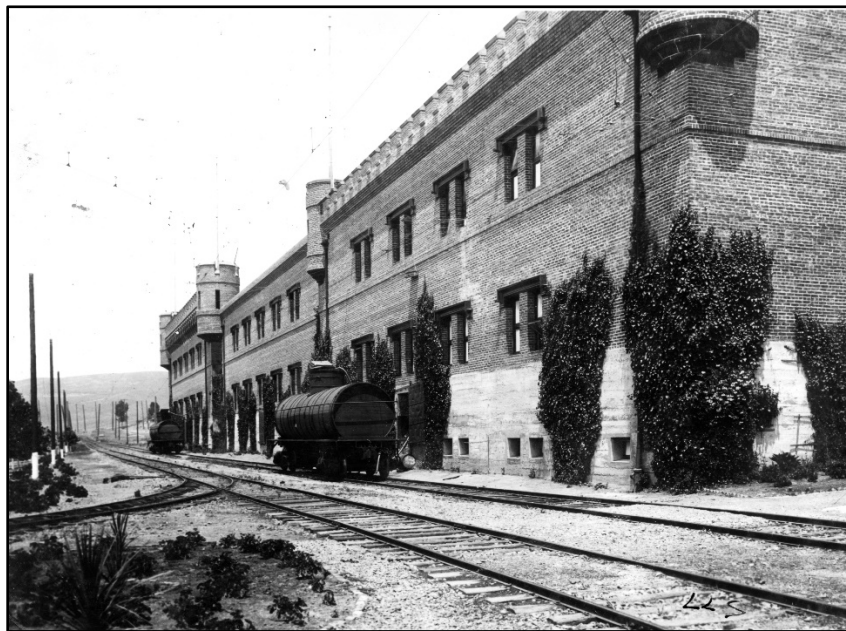


Figure 5: Winehaven tracks along west side of Building 1, 1910.¹⁰

⁹ Contra Costa County Historical Society, Photograph ID 1996.

¹⁰ Contra Costa County Historical Society, Photograph ID 230.

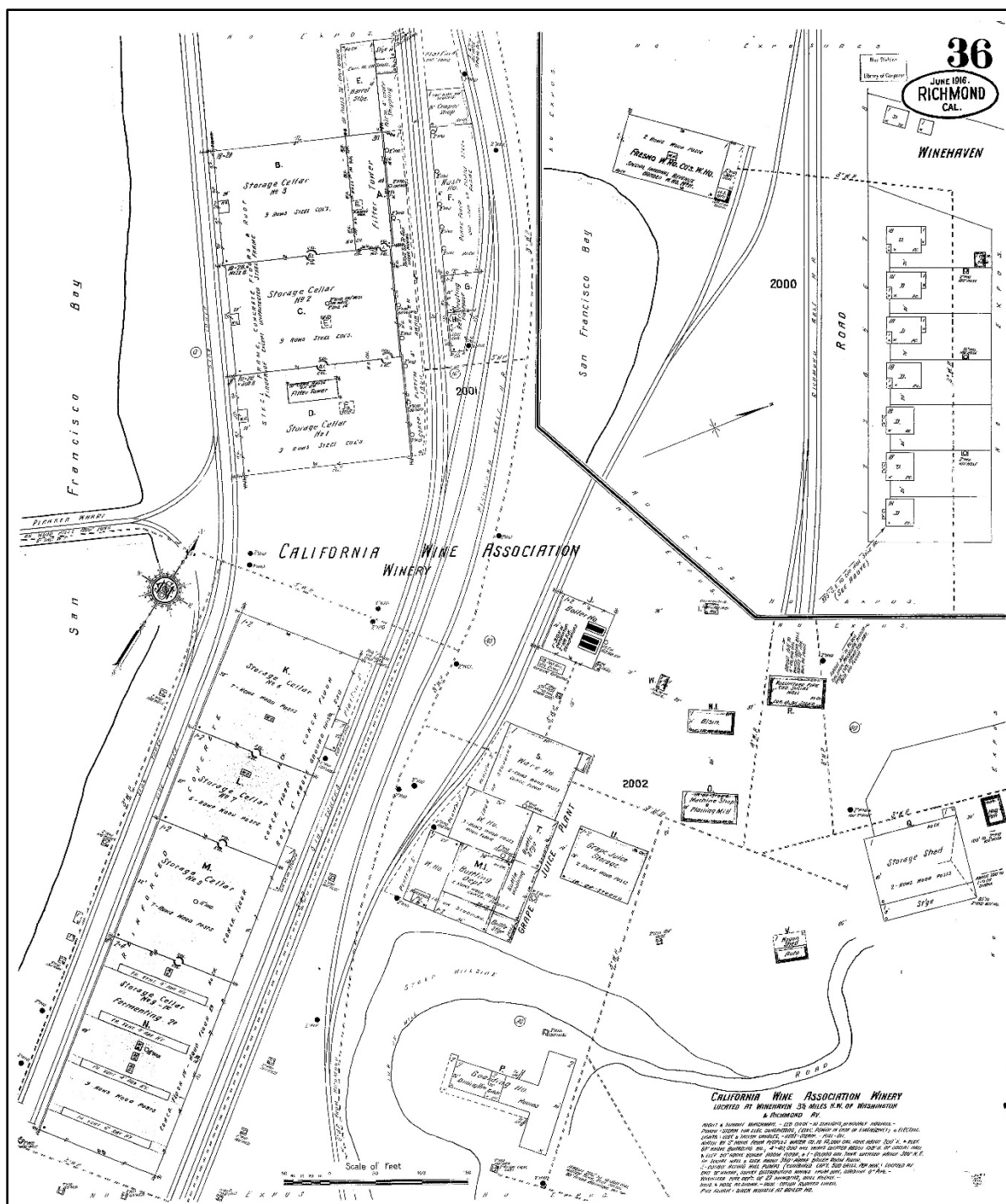
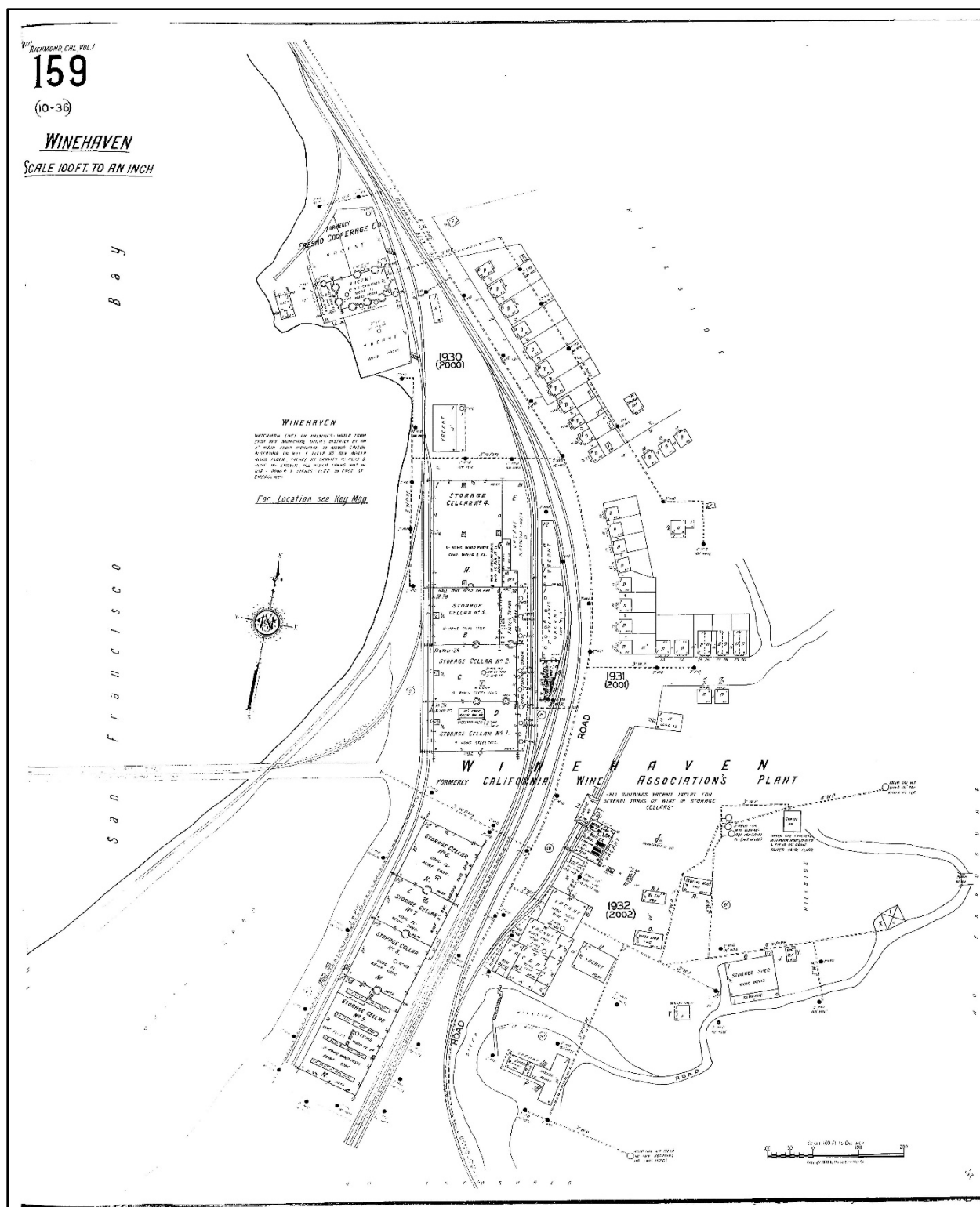


Figure 6: Winehaven plant and railroad system, 1916. The Richmond Belt Railroad runs along the east side of the property and has no connections with the plant at this location.¹¹

¹¹ Sanborn Map Company, Fire Insurance Maps for Richmond, California, Sheet 36, 1916.



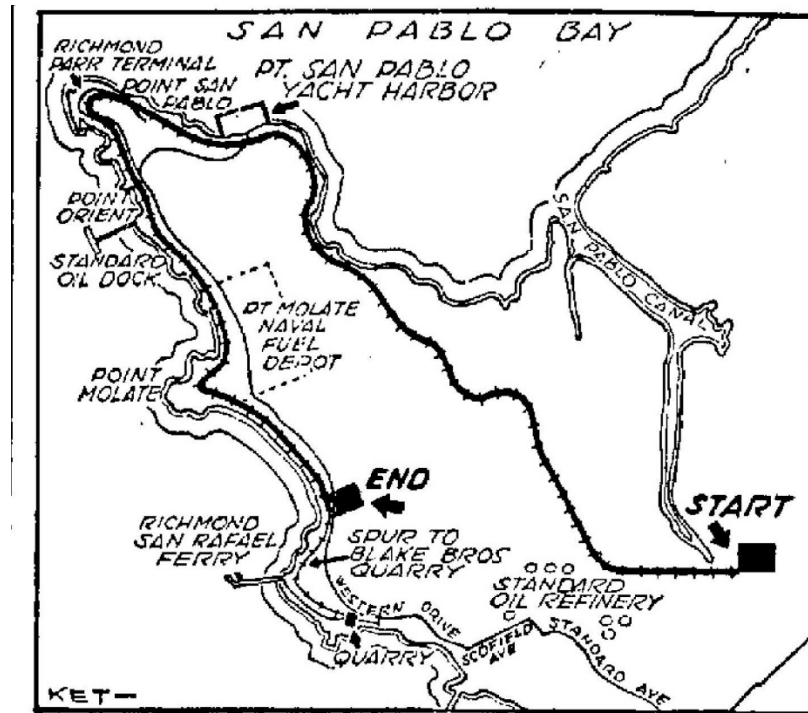


Figure 8: Map of route of Richmond Belt Line, 1953.¹³

Point Molate Naval Fuel Depot marks the location of the Winehaven property.

METHODOLOGY

In order to gain a general understanding of the District and its identified contributing resources, JRP reviewed documentation provided by Analytical Environmental Services, particularly the 1976 NRHP nomination and the 1996 boundary revision study. Additionally, JRP conducted property-specific research to identify the construction dates of the subject railroad tracks, and therefore determine whether the tracks share thematic and temporal associations with the 1907-1919 winery operation; or whether the tracks were built at a later date, such as during the period of U.S. Navy occupation of the site beginning in 1942. JRP conducted research in the photograph collections of the Richmond Public Library and Contra Costa County Historical Society, and reviewed secondary source materials, historic maps, and newspaper articles, many of which were available from online sources and JRP's in-house library and archives.

In addition to the historic documentary research, JRP conducted a field survey on September 26, 2019, to assess the integrity of the internal railroad system. JRP took representative photographs of the various segments, which are included in the following section, and noted the surviving historic materials (rails, ties, switches, etc.) at these locations.

¹² Sanborn Map Company, Fire Insurance Maps for Richmond, California, Volume 1 Sheet 159, 1930.

¹³ *Oakland Tribune*, February 9, 1953.

DESCRIPTION OF RESOURCE

The Winehaven Internal Railroad is a standard-gauge line laid at ground level. Historically, the line ran on both the east and west sides of Buildings 1 and 10, as well as on the east side of Building 6, and was used to move raw materials and finished product within the complex, to the wharf, and to the Richmond Belt Line Railroad for shipment. The Richmond Belt Line runs through the Winehaven property, but was built and operated separately and is not a District resource.

The surviving segments of the system are shown on **Figure 2**. Missing sections of the historic system have been either buried or pulled up. The extant lines are both single- and double-tracked, with the majority of the trackage existing as rails embedded in gravel or asphalt paving. However, most of the easternmost track, which extends nearly to the northern end of the District and runs along the east side of Building 10, consists of rails on pressure-treated ties carried on a bed of gravel ballast. A short section of the middle track, which runs between Buildings 1 and 10 also has this configuration. Although not original, the ties have been replaced in-kind and are sympathetic to the historic period. All observed rails are uniform throughout the complex and appear to be original, as are switches, tie plates, and other hardware (see **Photographs 1 through 12**).

All photographs were taken by Bryan Larson, JRP Historian, on September 26, 2019.



Photograph 1. View of easternmost track, extending toward the northern Winehaven Historic District boundary. The track on the right is the Richmond Belt Line, which is not a contributor to the district. Camera facing northwest.



Photograph 2. View of easternmost track (center left) and middle track (right), extending toward Building 1 (right) and Building 10 (left). The Richmond Belt Line visible at left. Camera facing southeast.



Photograph 3. View of easternmost track running along east side of Building 10. Camera facing northwest.



Photograph 4. Partially embedded double set of middle tracks between Building 1 (left) and Building 10 (right). Camera facing north.



Photograph 5. End of easternmost track and middle track, Building 6 visible at right. Camera facing south.



Photograph 6. South end of westernmost set of tracks running along the west side of Building 1. Camera facing north.



Photograph 7. View of tracks west of Building 1. The tracks on the left are predominately buried in asphalt. Camera facing southeast.



Photograph 8. Northern end of westernmost tracks, just north of Building 1. Camera facing northwest.



Photograph 9. Typical view of partially embedded tracks (located west of Building 1).



Photograph 10. Switch mechanism (date-stamped 1910) located along easternmost track, north of Buildings 1 and 10.



Photograph 11. Detail of rails, plates, and wood ties, located east of Building 10.



Photograph 12. Overview of Richmond Belt Line Railroad track on embankment above Building 6 (out of frame at left). This track does not contribute to the Winehaven Historic District. Camera facing north.

FINDINGS AND CONCLUSIONS

The Winehaven Internal Railroad system, established circa 1907, was built during the Winehaven Historic District period of significance, 1907-1919. The railroad system played an integral role in the Winehaven operation as it was used to transfer raw materials and millions of gallons of wine within the complex, to the wharf, and to the Richmond Belt Line Railroad spur for shipment. The rail system, therefore, is associated with the District's historically significant themes of wine production and industrial design. Additionally, the Winehaven Internal Railroad system as a whole retains adequate integrity to the period of significance to convey its significance. Although some of the original trackage has been pulled up or partially or completely buried, several large, intact segments of the original system still exist, and most of these are located in close proximity to the warehouses that they served. Additionally, with the exception of the replaced-in-kind ties, much of the original fabric – particularly the rails – remains intact. The tracks are still prominent and convey the necessary aspects of integrity (location, design, materials, workmanship, setting, feeling, and association) to demonstrate their value in visually representing the industrial nature of the District. Therefore, the surviving elements of the Winehaven Internal Railroad system, as shown in **Figure 2**, are contributors to the NRHP Winehaven Historic District.

As a historically distinct resource, the Richmond Belt Line Railroad, which passes through the District boundaries, does not contribute to the Winehaven Historic District.

REFERENCES CITED

- City of Richmond. "Point Molate History." n.d. Accessed online October 1, 2019, at <https://www.ci.richmond.ca.us/270/Point-Molate>.
- Contra Costa County Historical Society. Historic Photograph Collection.
- Edwards, Lucretia. *National Register of Historic Places Inventory-Nomination Form, Winehaven (CA-CCO-422H)*. Prepared by Winehaven Historical Society Committee, Oakland. 1976.
- JRP Historical Consulting Services. *Proposed Boundary Revision Winehaven, Richmond, Contra Costa County, CA*. Prepared for the Naval Facilities Engineering Command. 1996.
- _____. *Winehaven, Point Molate Naval Fuel Depot, Richmond, Contra Costa County, CA*. Historic American Building Survey (HABS No. CA-2658). Circa 1996.
- "New Transportation Lines for City of Richmond." *The San Francisco Call*. September 16, 1911.
- Pinney, Thomas. *A History of Wine in America, From the Beginnings to Prohibition*. Berkeley: University of California Press. 1989.
- Richmond Public Library. Historic Photograph Collection.
- Sanborn Map Company. Fire Insurance Maps for Richmond, California. 1916 and 1930.
- United States Board of Engineers for Rivers and Harbors, War Department, and United States Maritime Commission. *The Ports of San Francisco, Oakland, Alameda, Richmond, and Upper San Francisco Bay, California*. Port Series No. 12. 1939.
- Vejby, Hal. "When Sardines Return, Richmond Belt Line Will Really Be Railroading Again." *Oakland Tribune*. February 9, 1953.