

**MEMORANDUM OF AGREEMENT  
AMONG AND BETWEEN  
THE FORT ORD REUSE AUTHORITY, CITY OF MARINA, CITY OF SALINAS,  
CALIFORNIA STATE UNIVERSITY MONTEREY BAY, UNIVERSITY OF  
CALIFORNIA SANTA CRUZ, MONTEREY SALINAS TRANSIT DISTRICT,  
TRANSPORTATION AGENCY FOR MONTEREY COUNTY, AND THE COUNTY OF  
MONTEREY CONCERNING THE REALIGNMENT OF THE MULTI-MODAL  
CORRIDOR TRANSIT ON THE FORMER FORT ORD**

THIS MEMORANDUM OF AGREEMENT (this “Agreement”) is made and signed on this \_\_\_\_ day of \_\_\_\_\_, 2016, by and among the FORT ORD REUSE AUTHORITY (“FORA”), the CITY OF MARINA (“MARINA”), the CITY OF SALINAS (“SALINAS”), CALIFORNIA STATE UNIVERSITY MONTEREY BAY (“CSUMB”), UNIVERSITY OF CALIFORNIA SANTA CRUZ (“UCSC”), MONTEREY SALINAS TRANSIT DISTRICT (“MST”), the TRANSPORTATION AGENCY FOR MONTEREY COUNTY (“TAMC”), and the COUNTY OF MONTEREY (“COUNTY”) (with FORA, MARINA, SALINAS, CSUMB, UCSC, MST, TAMC, and COUNTY each being from time to time hereinafter referred to as a “Party,” and together being from time to time collectively hereinafter referred to as the “Parties”).

**RECITALS**

- A. In June 1997, the FORA Board of Directors adopted a Final Environmental Impact Report and a Fort Ord Base Reuse Plan (hereinafter referred to as the “BRP”). The BRP included the designation of a multi-modal transit corridor along the “Imjin Parkway/Blanco Road” corridor, as shown in Figures 4.2-2, 4.2-3 and 4.2-5 of the BRP Reuse Plan Element (hereinafter referred to as the “Transit Corridor”). The Transit Corridor is intended to serve as a major transportation route from Highway 1 to Salinas, through former Fort Ord lands.
- B. The original alignment (hereinafter referred to as the “Original Alignment”) of the Transit Corridor extended from Highway 1 along 12<sup>th</sup> Street and Imjin Road to Reservation Road, along Reservation Road to Blanco Road, and then along Blanco Road to Salinas, as shown generally in Exhibit 1A.
- C. Problems arose with the implementation of the Original Alignment, including potential impacts to wildlife habitat lands, and impacts to agricultural operations.
- D. In 2010 the Parties identified and reviewed a proposed new alignment (the “2010 Alignment”) to the Transit Corridor, as shown in Exhibit 1B. The 2010 Alignment avoided certain impacts, but raised others. Additionally, some of the development that was in 2010 anticipated has since failed to occur.
- E. Due to the desire of the Parties to reassess the 2010 Alignment, TAMC led the development of a Marina-Salinas Multi-Modal Corridor Conceptual Plan, which identified a new alignment (shown in Exhibit 2) based on input from the Parties, stakeholders and the public.

F. On June 24, 2015, TAMC approved the Marina-Salinas Multi-Modal Corridor Plan (the “Plan”) and adopted Resolution 2015-15 (a copy of which is attached as Exhibit 3), determining that the Plan is within the scope of the 2014 Monterey County Regional Transportation Plan which was previously analyzed by the Environmental Impact Report certified by the Association of Monterey Bay Area Governments and considered by TAMC in adopting its Resolution No. 2014-10.

**NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. Agreement to Cooperate. The Parties agree to cooperate with each other to consider and integrate applicable provisions of the Plan in accordance with law and to incorporate the concepts and provisions of the Plan into their respective planning and design documents.
2. Engineering and Design. Each Party shall be responsible for its own engineering or design costs resulting from the integration of the Plan into its planning and design documents.
3. Agreement to Grant Right of Way Reservations/Easements. To the extent that land on which the Transit Corridor described in the Plan will be located is held by FORA, the Parties agree to permit the imposition of necessary easements and/or reservations of rights of way consistent with the Plan over such property by FORA in any conveyance.
4. Agreement to Release Conflicting Prior Right of Way Reservations and Easements. To the extent that right of way reservations or easements were placed on property previously conveyed but on which the Transit Corridor described in the Plan is no longer intended to be located, the Parties agree to take such action as is necessary and appropriate to release any easements or right of way reservations over such land which are not consistent with the alignment of the Transit Corridor as described in the Plan.
5. Costs. If any Party elects to incur costs or expenses with respect to the subject matter of this Agreement, then such Party shall be solely responsible for paying for those costs or expenses.
6. Amendment by Written Recorded Instrument. This Agreement may be amended or modified in whole or in part, only by a written and recorded instrument executed by all of the Parties.
7. Release and Mutual Indemnification. Each Party hereto agrees to indemnify, defend and hold each other Party harmless from and against any loss, cost claim or damage directly related to such Party’s actions or inactions under this Agreement.
8. Governing Law. This Agreement shall be governed by and interpreted by and in accordance with the laws of the State of California.
9. Entire Agreement. This Agreement along with any exhibits and attachments hereto, constitutes the entire agreement between the Parties concerning the subject matter hereof.

10. Interpretation. This Agreement has been arrived at through negotiation and that no Party is to be deemed the Party which prepared this Agreement within the meaning of Civil Code Section 1654.

11. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same complete instrument. The signature page of each counterpart may be detached from such counterpart and attached to a single document which shall for all purposes be treated as an original. Faxed, photocopied or e-mailed signatures shall be deemed originals for all purposes. This Agreement shall be effective as to each Party when that Party has executed and delivered a counterpart hereof.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the day and year set out opposite their respective signatures.

**FORT ORD REUSE AUTHORITY**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Executive Officer  
Michael A. Houlemard, Jr.

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

**CITY OF MARINA**

Date: \_\_\_\_\_

By: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

**CITY OF SALINAS**

Date: \_\_\_\_\_

By: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

**CALIFORNIA STATE UNIVERSITY MONTEREY BAY**

Date: \_\_\_\_\_

By: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

**UNIVERSITY OF CALIFORNIA SANTA CRUZ**

Date: \_\_\_\_\_

By: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

**MONTEREY-SALINAS TRANSIT DISTRICT**

Date: \_\_\_\_\_

By: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

**TRANSPORTATION AGENCY FOR MONTEREY COUNTY**

Date: \_\_\_\_\_

By: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

**COUNTY OF MONTEREY**

Date: \_\_\_\_\_

By: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_