

NOV -2 2010
FOR

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

THIS AGREEMENT is made and signed on this 2nd day of November, 2010, by and among the FORT ORD REUSE AUTHORITY (hereinafter referred to as "FORA"), the CITY OF MARINA (hereinafter referred to as "CITY"), the MARINA REDEVELOPMENT AGENCY (hereinafter referred to as "MRA") CALIFORNIA STATE UNIVERSITY MONTEREY BAY (hereinafter referred to as "CSUMB"), UNIVERSITY OF CALIFORNIA SANTA CRUZ ("UCSC"), GOLDEN GATE UNIVERSITY (hereinafter referred to as "GGU"), MONTEREY SALINAS TRANSIT (hereinafter referred to as "MST" and which will be succeeded by the Monterey-Salinas Transit District effective July 1, 2010), the TRANSPORTATION AGENCY FOR MONTEREY COUNTY (hereinafter referred to as "TAMC"), THE REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY (hereinafter referred to as "AGENCY") and the COUNTY OF MONTEREY (hereinafter referred to as "COUNTY") (with FORA, City, MRA, CSUMB, UCSC, GGU, MST, TAMC, Agency and County each being from time to time hereinafter referred to as "Party", and together being from time to time collectively hereinafter referred to as "Parties").

RECITALS

- A. In June 1997, the FORA Board of Directors adopted a Final Environmental Impact Report (hereinafter referred to as "FEIR") and a Fort Ord Base Reuse Plan (hereinafter referred to as "BRP"). The BRP included the designation of a multi-modal transit corridor along the "Imjin Parkway/Blanco Road" corridor, as shown on Figures 4.2-2, 4.2-3 and 4.2-5 of the BRP Reuse Plan Element (hereinafter referred to as "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 "Original Alignment") of the Transit Corridor extended from Highway 1 along 12th Street and Imjin Road to Reservation Road, and then along Blanco Road to Salinas, as shown generally in Exhibit 1.
- C. Problems have arisen with the implementation of the Original Alignment, including potential impacts to wildlife habitat lands, and impacts to agricultural operations.
- D. The Parties have identified and reviewed a proposed new alignment ("New Alignment") to the Transit Corridor, as shown in Exhibit 2, and it appears that the New Alignment provides the same benefit to the regional transportation network as the Original Alignment and avoids potential impacts to habitat-related lands and to agricultural operations.

E. Property has been conveyed by FORA to various jurisdictions with right of way reservations based upon the Original Alignment. A list of the parcels conveyed with such reservations is attached as Exhibit 3.

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

1. FORA Board Consider Re-Designation of Transit Corridor

The Parties, excepting FORA, hereby agree to recommend rescission of the Original Transit Corridor Alignment and designation of the New Transit Corridor Alignment. It is acknowledged that this re-designation will require at least the following steps:

1.1 Agreement to Cooperate. The jurisdictions agree to cooperate with each other to process the proposed re-designation of the Transit Corridor from the Original Alignment to the New Alignment on the following conditions: (i) the New Alignment will require certain improvements to be performed on the southerly side of 3rd Street, which would only impact Property owned by CSUMB and will not encroach on GGU property and (ii) the Parties shall not be required to incur any costs or expenses in so cooperating with each other.

1.2 Engineering and Design. The COUNTY and CITY, at their respective costs, have prepared preliminary designs for that portion of the New Alignment that will extend through their respective boundaries, for the New Alignment to be approved.

1.3 Agreement to Grant Right of Way Reservations. Those Parties who will receive or have received land over which the New Alignment will extend agree to grant right of way reservations for the New Transit Corridor Alignment described in Exhibit 2 through execution of this agreement. It is intended that any actual conveyance of right of way easements or fee ownership would occur by separate agreement(s) at a later date. The COUNTY will not grant any right of way reservation at this time that would diminish its development potential by allowing a triangle interchange at the intersection of Intergarrison Road, Eastside Parkway and Schoonover Road, but may elect to grant a right of way or other form of easement to MST at a later date. The Parties agree that none of GGU's property (i.e., parcel APN 031-101-019) and none of UC's property (i.e., parcel APN 031-101-018) will be taken in connection with the proposed New Alignment, and therefore no easements or right of way reservations will be requested of, nor imposed upon, GGU or UC.

1.4 Agreement to Release Right of Way Reservations/Easements. FORA agrees, upon adoption of the re-designation of the alignment of the Transit Corridor, to release any right of way reservations or easements with respect to the Original Alignment of the Transportation Corridor, as such Original Alignment is modified by the New Alignment.

1.5 Agreement to consider designation of the New Transit Corridor Alignment. Upon formal agreement by the Parties to grant right of way reservations for the New Transit Corridor Alignment described in Exhibit 2 through execution of this agreement by the Parties, FORA agrees to consider the recommended designation of the New Transit

Corridor Alignment and rescission of the Original Transit Corridor Alignment at its next scheduled Board of Directors meeting. If the recommended designation of the New Transit Corridor Alignment is approved, FORA shall include the New Transit Corridor Alignment in any revision to the Base Reuse Plan.

2. Costs. As stated in section 1.1 of this agreement, the parties shall not be required to incur any costs or expenses in cooperating with each other. Should any Party elect 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.
3. 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 the parties.
4. Indemnity and Hold Harmless. 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.
5. Governing Law. This Agreement shall be governed by and interpreted by and in accordance with the laws of the State of California.
6. Entire Agreement. This Agreement along with any exhibits and attachments hereto, constitutes the entire agreement between the parties hereto concerning the subject matter hereof.
7. Interpretation. It is agreed and understood by the parties hereto that 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.
8. Authority. Each signatory to this Agreement certifies that he or she has the lawful authority to execute this Agreement for and on behalf of the Party named herein.
9. Term. This Agreement will expire on December 31, 2025. This term may not be extended absent separate negotiations and a separate fully executed written agreement.

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

FORT ORD REUSE AUTHORITY

Date: 11 Oct 2010

By: 

Executive Officer
Michael A. Houlemard, Jr.

By: 

Gerald D. Bowden, Esq.
FORA Counsel

CITY OF MARINA

Date: _____

By: _____

APPROVED AS TO FORM:

By: _____

MARINA REDEVELOPMENT AGENCY

Date: _____

By: _____

APPROVED AS TO FORM:

By: _____

CALIFORNIA STATE UNIVERSITY MONTEREY BAY

Date: 8/31/10

By: 

Kevin R. Saunders,
Interim Vice President for
Administration and Finance

APPROVED AS TO FORM:

By: 

Carrie Rieth, CSU Attorney

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

FORT ORD REUSE AUTHORITY

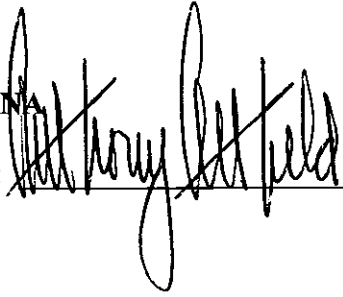
Date: _____

By: _____
Executive Officer
Michael A. Houlemard, Jr.

By: _____
Gerald D. Bowden, Esq.
FORA Counsel

CITY OF MARINA

Date: 11.2.10

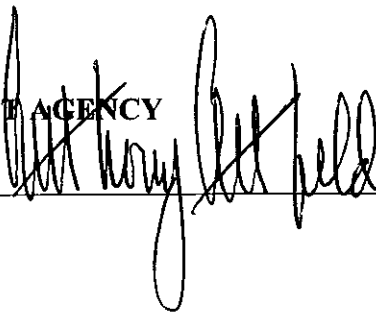
By: 

APPROVED AS TO FORM:

By: 

MARINA REDEVELOPMENT AGENCY

Date: 11.2.10

By: 

APPROVED AS TO FORM:

By: _____

CALIFORNIA STATE UNIVERSITY MONTEREY BAY

Date: _____

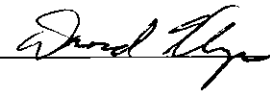
By: _____
James E. Main, Vice President for
Administration and Finance

APPROVED AS TO FORM:

By: _____
Carrie Rieth, CSU Attorney

UNIVERSITY OF CALIFORNIA SANTA CRUZ

Date: 3/17/00

By: 

APPROVED AS TO FORM:

By: 

GOLDEN GATE UNIVERSITY
a California nonprofit public benefit corporation

Date: _____

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____

MONTEREY SALINAS TRANSIT

Date: _____

By: _____

APPROVED AS TO FORM:

By: _____

UNIVERSITY OF CALIFORNIA SANTA CRUZ

Date: _____

By: _____

APPROVED AS TO FORM:

By: _____

GOLDEN GATE UNIVERSITY
a California nonprofit public benefit corporation

Date: 9/23/10

By: Robert D. Hite

Its: V.P. and CFO

APPROVED AS TO FORM:

By: R D Hite

MONTEREY SALINAS TRANSIT

Date: _____

By: _____

APPROVED AS TO FORM:

By: _____

UNIVERSITY OF CALIFORNIA SANTA CRUZ

Date: _____

By: _____

APPROVED AS TO FORM:

By: _____

GOLDEN GATE UNIVERSITY
a California nonprofit public benefit corporation

Date: _____

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____

MONTEREY SALINAS TRANSIT

Date: 8/23/2010

By: Cone G. Sady

APPROVED AS TO FORM:

By: [Signature]

TRANSPORATION AGENCY FOR MONTEREY COUNTY

Date: 8/20/10

By: 

APPROVED AS TO FORM:

By: 

REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY

Date: _____

By: _____

APPROVED AS TO FORM:

By: _____

COUNTY OF MONTEREY

Date: _____

By: _____

APPROVED AS TO FORM:

By: _____

TRANSPORATION AGENCY FOR MONTEREY COUNTY

Date: _____

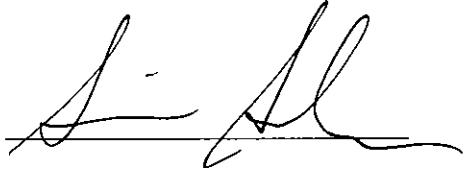
By: _____

APPROVED AS TO FORM:

By: _____

REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY

Date: 3/12/12

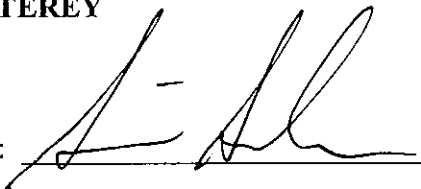
By: 

APPROVED AS TO FORM:

By: Lay Reeman
Deputy Agency Counsel

COUNTY OF MONTEREY

Date: 3/12/10

By: 

APPROVED AS TO FORM:

By: Lay Reeman
Deputy County Counsel



EXHIBIT A

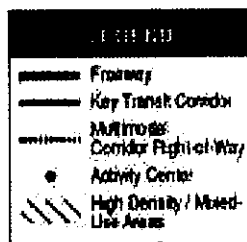
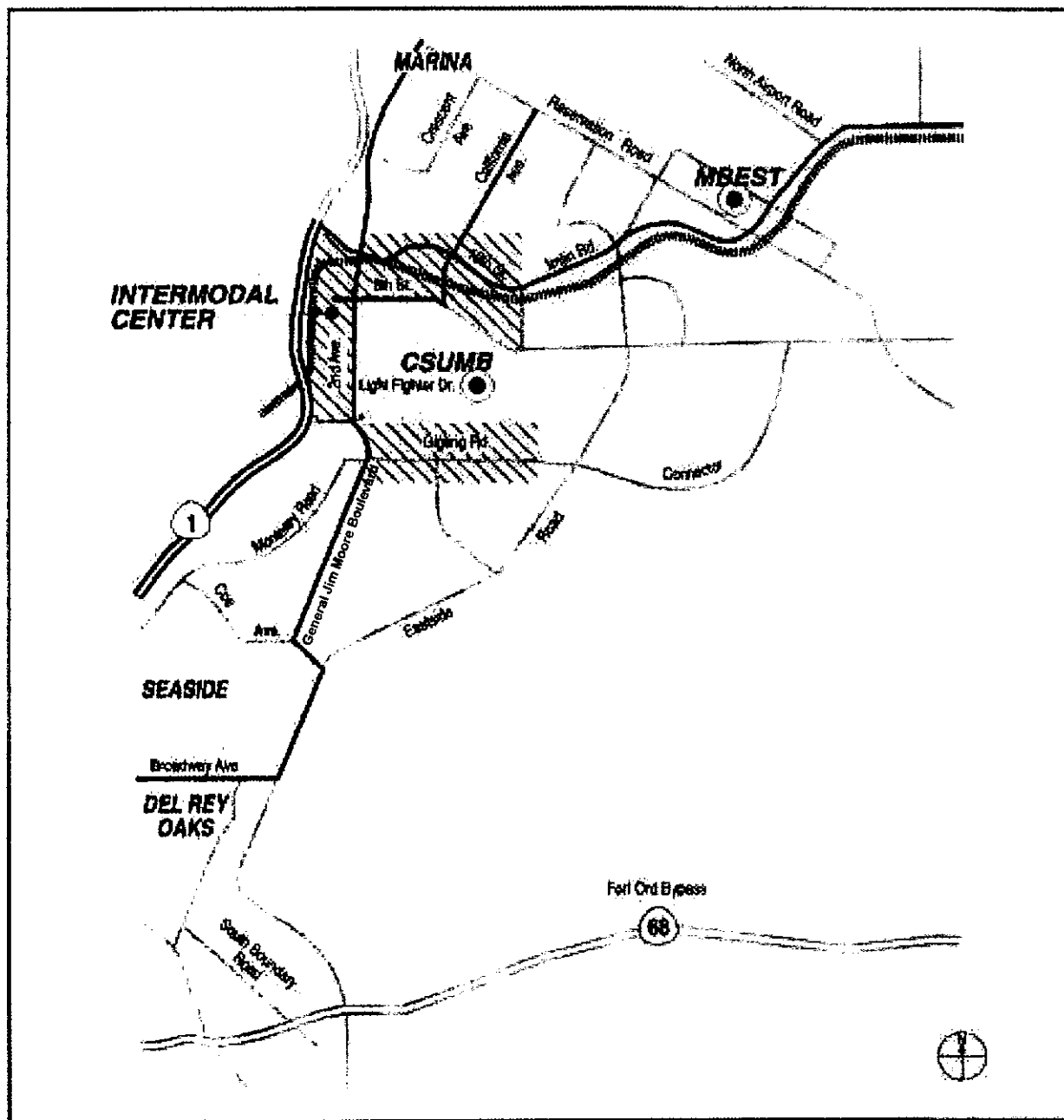
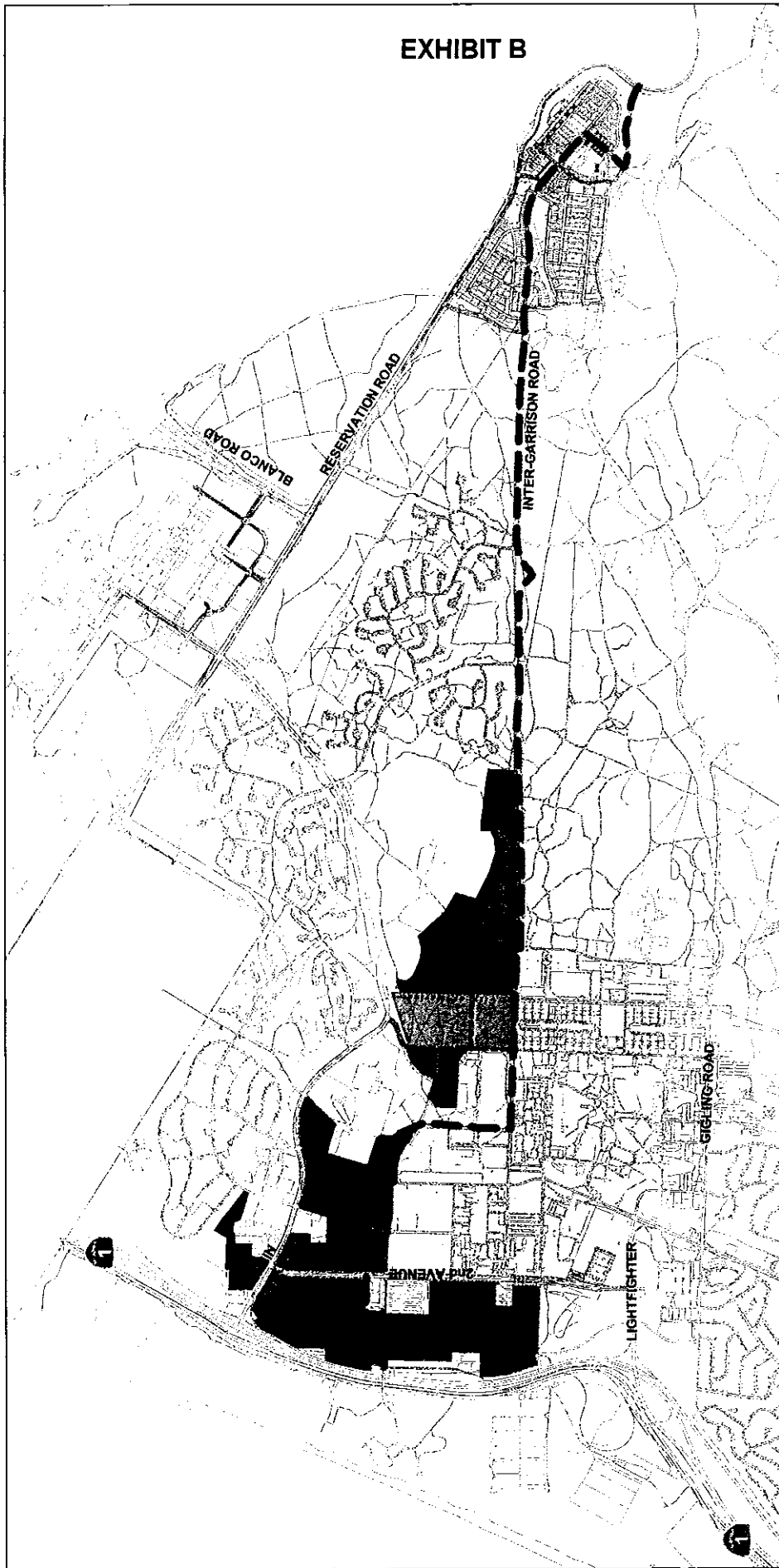


Figure 4.2-5
Transit Activity Centers and Corridors

EXHIBIT B



FORT ORD REUSE AUTHORITY MULTI-MODAL CORRIDOR ALIGNMENT

Proposed Multi-Modal
Corridor Alignment

The Dunes of
Marina Bay
(Marina)

Golden Gate
University

U.C. Development
Parcel

C.S.U.M.B.
Property

City of Marina
Property

Whispering Oaks
Development (County)

Whispering Oaks
Habitat Conservation

Whispering Oaks
MST Transit Parcel



WHITSON ENGINEERS
5859 Blue Lakeshore Lane • Suite 105 • Monterey, CA 93940
831 648-5225 • Fax 831 373-5085
CIVIL ENGINEERING • LAND SURVEYING • PROJECT MANAGEMENT

September 24, 2009

EXHIBIT C

Exhibit 3	
Army Corps of Engineers Parcel	Jurisdiction
L2.1	City of Marina
L20.16.1	City of Marina
L20.16.2	City of Marina
L20.16.3	City of Marina
E2b.3.2	City of Marina
E2b.2.3	City of Marina
E2b.1.4	City of Marina
E2d.2	City of Marina
L5.9.1.2	City of Marina
L5.9.2	City of Marina
E2c.4.4	City of Marina
E2c.4.3	City of Marina
S2.5.1.1	City of Marina
S2.5.1.2	Monterey County
E4.6.1	City of Marina
E4.6.2	Monterey County
E4.7.1	City of Marina
E4.7.2	Monterey County
S2.3.2.2	Monterey County
S2.3.1.2	Monterey County
S2.3.2.3	Monterey County
L20.10.1.1	Monterey County
L20.11.1	Monterey County
L20.11.2	City of Marina