

Stephen L. Vagnini  
Monterey County Recorder  
Recorded at the request of  
**Stewart Title**

CRKATHLEEN  
10/15/2004  
8:00:00

**WHEN RECORDED MAIL TO:**

James M. Willison  
Department of the Army  
Defense Language Institute  
Directorate of Environmental &  
Natural Resources  
P.O. Box 5004  
Monterey, Ca 93944-5004

**DOCUMENT: 2004110087**



Titles: 1/ Pages: 12

Fees....  
Taxes...  
Other...  
AMT PAID

**THIS SPACE FOR RECORDER'S USE ONLY**

**TITLE(S) OF DOCUMENT**

AGREEMENT AND COVENANT FOR THE TRANSFER OF EAST GARRISON  
HISTORIC DISTRICT, FORMER FORT ORD, CALIFORNIA

1 Agreement and Covenant for the Transfer of East Garrison  
2 Historic District, former Fort Ord, California

3  
4 This Agreement and Covenant is entered as of this 3rd day of August, 2004  
5 by and between the  
6 California State Historic Preservation Officer and the Fort Ord Reuse Authority  
7

8 Now, Therefore,  
9

10 1. In consideration of the conveyance of certain real property hereinafter referred to as the East  
11 Garrison Historic District, located in the former Fort Ord, State of California, which is more fully  
12 described as: Parcel L23.3.2.1, Monterey County (83.2 Acres), and which is eligible for inclusion  
13 in the National Register of Historic Places, the Fort Ord Reuse Authority hereby covenants on  
14 behalf of itself, its heirs, successors, and assigns (hereinafter collectively, "Covenantor") at all time  
15 to the California State Historic Preservation Officer, its heirs, successors and assigns (hereinafter  
16 collectively, "Covenantee") to rehabilitate, adaptively use and preserve and maintain the East  
17 Garrison Historic District to the satisfaction of the Covenantee, and to carry out such rehabilitation,  
18 adaptive use and maintenance in a manner that is deemed by the Covenantee to conform reasonably  
19 to the recommended approaches in the Secretary of the Interior's Standards for the Treatment of  
20 Historic Properties (U.S. Dept. of Interior, National Park Service, 1995).  
21

22 2. No construction, alteration, remodeling, demolition or other modification shall be  
23 undertaken or permitted to be undertaken in the East Garrison Historic District or upon its  
24 contributors without the prior written permission of the Covenantee. The Covenantor shall provide  
25 the Covenantee with reasonable advance notice of any intent to undertake any of the actions set  
26 forth in this stipulation, and shall submit to the Covenantee for review, approval or other action  
27 documents such as general and specific plans, specifications, and guidelines, and any amendments  
28 thereto.  
29

30 3. The Covenantee shall provide to the Covenantor written notice of approval, proposed  
31 amendment, denial, or other response regarding any action set forth in stipulation 2. In the case of a  
32 denial, the Covenantee shall state the reasons therefore in its written notice. The Covenantee shall  
33 have no less than 45 and no more that 60 calendar days following receipt to respond in writing to  
34 any documents submitted hereunder by the Covenantor.  
35

36 4. The Covenantee shall be permitted at all reasonable times and upon reasonable notice to  
37 inspect the East Garrison Historic District in order to ascertain that the terms set forth in stipulations  
38 1 and 2, above, are or have been carried out.  
39

40 5. In the event that a contributor(s) to the East Garrison Historic District is in the reasonable  
41 judgment of the Covenantor and Covenantee either (i) substantially destroyed by fire or other  
42 casualty, or (ii) is not substantially destroyed by such casualty, but damage thereto is so serious and  
43 extensive that restoration or reconstruction would not be prudent and feasible, the Covenantee shall  
44 promptly prepare and deliver to the Office of the Clerk and Recorder of Monterey County, State of  
45 California, for recordation an amendment to this Agreement and Covenant stipulating that the

46 damaged/destroyed contributor(s) is removed in perpetuity from the authority of this Agreement  
47 and Covenant, and shall promptly thereafter deliver to the Covenantor a duplicate original of said  
48 amendment as recorded.

49

50 6. In the event of a violation of this Agreement and Covenant, and in addition to any remedies  
51 now or hereinafter provided by law, the Covenantee may institute suit(s) against the Covenantor, to  
52 enjoin such violation by ex parte, temporary, preliminary, or permanent injunction, including  
53 prohibitory or mandatory injunctive relief, to require restoration of the East Garrison Historic  
54 District and/or its contributors. Prior to undertaking the foregoing actions, the Covenantee shall  
55 provide prior written notice to the Covenantor of any alleged violations of this Agreement and  
56 Covenant, and provide the Covenantor a reasonable period in which to cure any such violation. In  
57 addition, the Covenantee shall have available all legal and equitable remedies to enforce the  
58 Covenantor's obligations hereunder, and in the event the Covenantor is found to have violated any  
59 of its obligations, the Covenantor shall reimburse the Covenantee for any costs or expenses incurred  
60 in connection therewith, including all court costs and attorneys' fees within 10 calendar days of the  
61 Covenantee's demand therefore. The exercise by the Covenantee of one remedy hereunder shall not  
62 have the effect of waiving or limiting the use of any other remedies or the use of such remedy at any  
63 other time.

64

65 7. In the event of any litigation, regarding the rights and obligations of the parties under this  
66 Agreement and Covenant, the successful party shall be entitled to reasonable attorneys' fees and  
67 court costs. The unsuccessful party shall pay such amount to the successful party promptly upon  
68 the earlier of: (1) the expiration of the time period during which any trial or appellate court decision  
69 may be appealed; or (2) the issuance of a decision from the court of last resort to which an appeal  
70 may be made.

71

72 8. The Covenantee may assign all or any part of its enforcement rights to any third party, at  
73 any time, provided the Covenantee provides prior written notice to the Covenantor of such  
74 assignment.

75

76 9. The Covenantor shall indemnify and hold the Covenantee harmless from and against any  
77 liability, costs, attorneys' fees, judgments or expenses incurred by the Covenantee, or any office or  
78 employee of the Covenantee, resulting from the actions or claims by third parties arising out of the  
79 Covenantor's use or maintenance of the East Garrison Historic District, or the exercise of rights  
80 under this Agreement and Covenant, except for any such claims or expenses arising solely from the  
81 misconduct or negligence of the Covenantee.

82

83 10. The rights and obligations of this Agreement and Covenant shall inure to the benefit of, and be  
84 binding upon, the Covenantor and all persons or entities hereafter claiming under or through the  
85 Covenantor, whether or not such persons or entities have signed this Agreement and Covenant or  
86 have an interest in the East Garrison Historic District.

87

88 11. The Covenantor and Covenantee may amend the terms of this Agreement and Covenant in  
89 writing and such amendment shall become effective upon its delivery by the Covenantor to, and  
90 upon recordation by, the Office of the Clerk and Recorder of the County of Monterey, State of  
91 California. No amendment shall proceed without the express written concurrence of the  
92 Covenantee, except as provided for in stipulation 5 of this Agreement and Covenant.

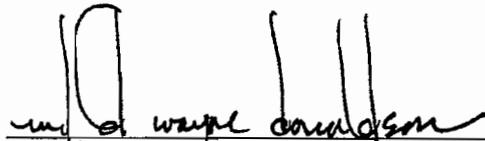
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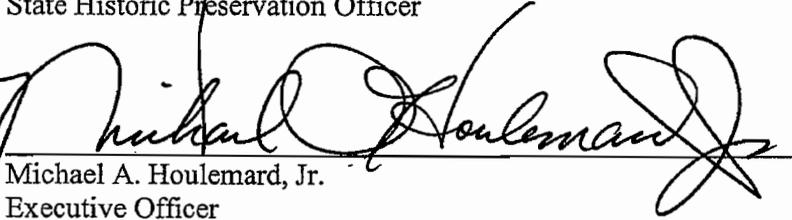
94 12. The Covenantee shall have exclusive discretion and authority to terminate this Agreement  
 95 and Covenant at any time and shall provide the Covenantor with reasonable advance notice of intent  
 96 to terminate. Termination shall render this Agreement and Covenant without further force or effect.  
 97 Covenantee shall provide the Office of the Clerk and Recorder of the County of Monterey, State of  
 98 California, with such evidence and forms as may be necessary to ensure that upon termination, this  
 99 Agreement and Covenant is removed from the title to the East Garrison Historic District.

100  
 101 13. This Agreement and Covenant is binding on the Covenantor unless terminated by the  
 102 Covenantee. Restrictions, stipulations, and covenants contained herein shall be inserted by the  
 103 Covenantor verbatim or by express reference in any deed or other legal instrument by which it or its  
 104 successors divests itself of either the fee simple title or any other lesser estate in the East Garrison  
 105 Historic District or any part thereof.

106  
 107 14. This Agreement and Covenant shall be binding servitude upon the East Garrison Historic  
 108 District and shall be deemed to run with the land. Execution of this Agreement and Covenant shall  
 109 constitute conclusive evidence that the Covenantor agrees to be bound by the foregoing conditions  
 110 and restrictions and to perform the obligations herein set forth.

111  
 112 SIGNATURES FOR COVENANTOR/COVENANTEE

113  
 114  
 115  
 116   
 117 \_\_\_\_\_  
 State Historic Preservation Officer

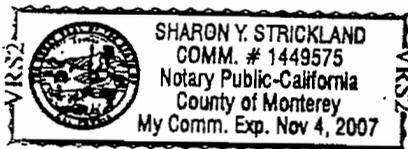
118  
 119  
 120  
 121   
 122 \_\_\_\_\_  
 Michael A. Houlemard, Jr.  
 123 Executive Officer  
 124 Fort Ord Reuse Authority

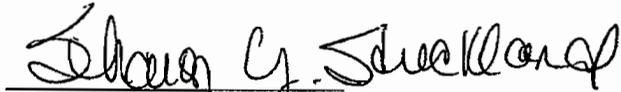
125  
 126 STATE OF CALIFORNIA

127  
 128 COUNTY OF MONTEREY

129  
 130 On August 3, 2004 before me, the undersigned, a Notary Public in and for  
 131 said state, personally appeared Michael A. Houlemard, Jr. personally known to me (or proved to me on  
 132 the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument  
 133 and acknowledged to me that he executed the same in his authorized capacity, and that by his signature  
 134 on the instrument the person, or the entity upon behalf of which the person acted, executed the  
 135 instrument.

136  
 137 WITNESS my hand and official seal.



  
 \_\_\_\_\_  
 Notary Public, State of California

# H. D. PETERS Co., Inc. and Associates

*Engineering      Surveying      Planning*

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Salinas, CA 93901

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## LEGAL DESCRIPTION OF 244.43 ACRE PARCEL OF LAND BEING A PORTION OF THE EAST GARRISON OF FORT ORD MILITARY RESERVATION

All that certain real property situate in Monterey city Lands Tract No. 1, County of Monterey, State of California described as follows;

A portion of Parcel 1, as said parcel is shown and so designated on the map titled "Boundary of a 938.51 acre parcel of land for economic development conveyance, "Monterey County IV" being a portion of the Fort Ord Military Reservation" filed for record on June 26, 2000 in Volume 23 of "Surveys", at Page 104, Records of Monterey County, California, said portion being more particularly described as follows;

**Beginning** at a corner on the perimeter boundary of Parcel 1 as shown on the aforementioned map, said corner being identified as a 3-1/2" brass disk marked "AP-1, 1958, Dept of Int, BLM"; thence along the boundary of said Parcel 1 in an easterly and southeasterly direction the following (9) courses,

- (1) North 86° 10' 27" East, 647.59 feet; thence
- (2) South 50° 06' 58" East, 317.97 feet; thence
- (3) South 74° 46' 08" East, 287.64 feet; thence
- (4) South 58° 35' 42" East, 324.17 feet; thence
- (5) South 40° 05' 11" East, 697.82 feet; thence
- (6) South 27° 33' 51" East, 478.75 feet; thence
- (7) South 09° 43' 24" East, 277.22 feet; thence
- (8) South 38° 47' 16" West, a distance of 464.82 feet; thence
- (9) South 36° 27' 16" West, a distance of 553.37 feet; thence leaving said boundary and running across said Parcel 1 the following (18) courses,
- (10) South 73° 07' 44" West, 50.80 feet; thence
- (11) North 08° 08' 06" East, 62.52 feet; thence
- (12) North 05° 15' 27" West, 94.71 feet; thence

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- (13) Northwesterly along the arc of a tangent circular curve concave to the southwest, having a radius of 115.00 feet, through a central angle of  $73^{\circ} 21' 05''$ , for an arc distance of 147.23 feet; thence
- (14) North  $78^{\circ} 36' 32''$  West, 632.84 feet; thence
- (15) South  $86^{\circ} 20' 31''$  West, 521.93 feet; thence
- (16) Northwesterly along the arc of a tangent circular curve concave to the northeast, having a radius of 150.00 feet, through a central angle of  $71^{\circ} 15' 51''$ , for an arc distance of 186.57 feet; thence
- (17) North  $22^{\circ} 23' 38''$  West, 71.92 feet; thence non-tangentially
- (18) Northeasterly along the arc of a circular curve, the center of circle of which bears South  $54^{\circ} 02' 33''$  East, 230.00 feet distant, through a central angle of  $10^{\circ} 00' 43''$ , for an arc distance of 40.19 feet; thence
- (19) North  $45^{\circ} 58' 10''$  East, 276.86 feet; thence
- (20) Northeasterly along the arc of a tangent circular curve concave to the southeast, having a radius of 970.00 feet, through a central angle of  $0^{\circ} 32' 15''$ , for an arc distance of 9.10 feet; thence non-tangentially
- (21) North  $47^{\circ} 43' 00''$  West, 58.68 feet; thence
- (22) Northwesterly along the arc of a tangent circular curve concave to the southwest, having a radius of 45.00 feet, through a central angle  $38^{\circ} 38' 00''$ , for an arc distance of 30.34 feet; thence
- (23) Southwesterly along the arc of a compound circular curve concave to the south, having a radius of 570.00 feet, through a central angle of  $14^{\circ} 16' 00''$ , for an arc distance of 141.93 feet; thence
- (24) Westerly along the arc of a reverse circular curve concave to the north, having a radius of 580.00 feet, through a central angle of  $19^{\circ} 59' 30''$ , for an arc distance of 202.37 feet; thence
- (25) Westerly along the arc of a reverse circular curve concave to the southwest, having a radius of 1220 feet, through a central angle of  $3^{\circ} 42' 40''$ , for an arc distance of 79.02 feet; thence

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- (26) North  $84^{\circ} 20' 10''$  West, 842.92 feet; thence
- (27) Westerly along the arc a tangent circular curve concave to the south, having a radius of 1970.00 feet, through a central angle of  $8^{\circ} 42' 50''$ , for an arc distance of 299.61 feet; thence
- (28) South  $86^{\circ} 57' 00''$  West, 212.93 feet to northeasterly corner of Parcel 1, "Travel Camp" as said parcel is shown on map filed for record in Volume 21 of "Surveys" at Page 89, Records of Monterey County; thence following boundary said parcel for the following (21) courses,
- (29) Northwesterly along the arc of a tangent circular curve, having a radius of 355.00 feet, through a central angle of  $29^{\circ} 19' 10''$ , for an arc distance of 181.66 feet; thence tangentially
- (30) North  $63^{\circ} 43' 50''$  West, a distance of 166.36 feet; thence
- (31) Westerly along the arc of a tangent circular curve, concave to the south, having a radius of 320.00 feet, through a central angle of  $44^{\circ} 56' 30''$ , for an arc distance of 251.00 feet; thence
- (32) Southwesterly along the arc of a reverse circular curve concave to the northwest, having a radius of 1030.00 feet, through a central angle of  $6^{\circ} 03' 10''$ , for an arc distance of 108.81 feet; thence
- (33) South  $77^{\circ} 22' 50''$  West, a distance of 292.82 feet; thence
- (34) Southwesterly along the arc of a tangent circular curve, concave to the south, having a radius of 370.00 feet, through a central angle of  $9^{\circ} 50' 40''$ , for an arc distance of 63.57 feet; thence
- (35) Westerly along the arc of a reverse circular curve concave to the north, having a radius of 445.00 feet, through a central angle of  $33^{\circ} 08' 00''$ , for an arc distance of 257.34 feet to a cusp; thence
- (36) North  $10^{\circ} 40' 10''$  East, a distance of 60.00 feet; thence
- (37) Easterly along the arc of a circular curve, the center of the circle of which bears North  $10^{\circ} 40' 10''$  West, 385.00 feet distant, through a central angle of  $13^{\circ} 57' 59''$ , for an arc distance of 93.85 feet; thence non-tangentially
- (38) North  $05^{\circ} 46' 10''$  West, a distance of 243.25 feet; thence
- (39) Northerly along the arc of a tangent circular curve, concave to the east, having a radius of 530.00 feet, through a central angle of  $6^{\circ} 12' 50''$ , for an arc distance of 57.48 feet; thence tangentially

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- (40) North  $00^{\circ} 26' 40''$  East, a distance of 123.80 feet; thence
- (41) Northerly along the arc of a tangent circular curve, concave to the east, having a radius of 5030.00 feet, through a central angle of  $0^{\circ} 40' 40''$ , for an arc distance of 59.50 feet; thence tangentially
- (42) North  $01^{\circ} 07' 20''$  East, a distance of 371.18 feet; thence
- (43) Northwesterly along the arc of a tangent circular curve, concave to the southwest, having a radius of 90.00 feet, through a central angle of  $53^{\circ} 27' 20''$ , for an arc distance of 83.97 feet; thence tangentially
- (44) North  $52^{\circ} 20' 00''$  West, a distance of 57.65 feet; thence
- (45) Northerly along the arc of a tangent circular curve, concave to the northeast, having a radius of 140.00 feet, through a central angle of  $82^{\circ} 47' 00''$ , for an arc distance of 202.28 feet; thence tangentially
- (46) North  $30^{\circ} 27' 00''$  East, a distance of 134.37 feet; thence
- (47) Northeasterly along the arc of a tangent circular curve, concave to the southwest, having a radius of 170.00 feet, through a central angle of  $89^{\circ} 07' 10''$ , for an arc distance of 264.42 feet; thence tangentially
- (48) North  $58^{\circ} 40' 10''$  West, a distance of 70.02 feet to northeasterly of said parcel, thence
- (49) North  $88^{\circ} 01' 10''$  West, a distance of 480.03 feet; thence leaving boundary of said parcel and run across the aforementioned Parcel 1 of "Monterey County IV",
- (50) North  $32^{\circ} 14' 08''$  East, 1772.68 feet to northeasterly boundary of said parcel; thence following boundary of said parcel the following (7) courses
- (51) South  $57^{\circ} 45' 52''$  East, 40.03 feet; thence
- (52) North  $00^{\circ} 40' 37''$  West, 73.68 feet; thence
- (53) South  $56^{\circ} 04' 56''$  East, 225.68 feet; thence
- (54) South  $36^{\circ} 20' 16''$  East, 39.45 feet; thence

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(55) South 57° 36' 50" East, 1135.76 feet; thence

(56) South 21° 35' 29" West, 41.64 feet; thence

(57) South 57° 53' 16" East, a distance of 1442.38 feet to the Point of Beginning

Containing 244.43 acres more or less

Excepting therefrom:

1. A non-exclusive easement for public utilities, subject to the conditions contained therein, granted to Coalinga Oil Transportation Company, recorded December 29, 1904 in Volume 82 of Deeds, at page 292, Official Records.  
(Unable to determine location from information set forth in said document.)
2. An easement for gas pipeline right of way and mains, and appurtenances thereto, subject to the conditions contained therein as granted to the Pacific Gas and Electric Company, a corporation, in the Deed recorded June 1, 1976 in Reel 1058 at page 16, Official Records and as delineated on the record of survey map filed September 7, 1994, in Volume 19 of Survey Maps at page 1, and as delineated on the record of survey map recorded June 26, 2000 in Volume 23, of Survey Maps at page 104.  
Affects: Strips of land, 10 and 20 feet in width over portions of said land.
3. Terms and conditions as contained in the Department of the Army Easement for Power and for Natural Gas Pipeline Right Of Way Located on Presidio of Monterey Annex and Certain Excess Lands Formerly Designated as Fort Ord Military Installation, Monterey, California, executed by and between the United States of America, through the Secretary of the Army, as Grantor, and Pacific Gas and Electric Company, A California corporation, as grantee, recorded April 17, 1997 in Reel 3506 at page 1533, Official Records.  
Affects: Those strips of land as described therein lying within said land but limited to an 80 foot wide Right of Way for electrical power transmission
4. Notice of Final Description for Easement executed by Pacific Gas and Electric Company, recorded September 9, 1997 as Recorder's Serial No: 9751897, Official Records.

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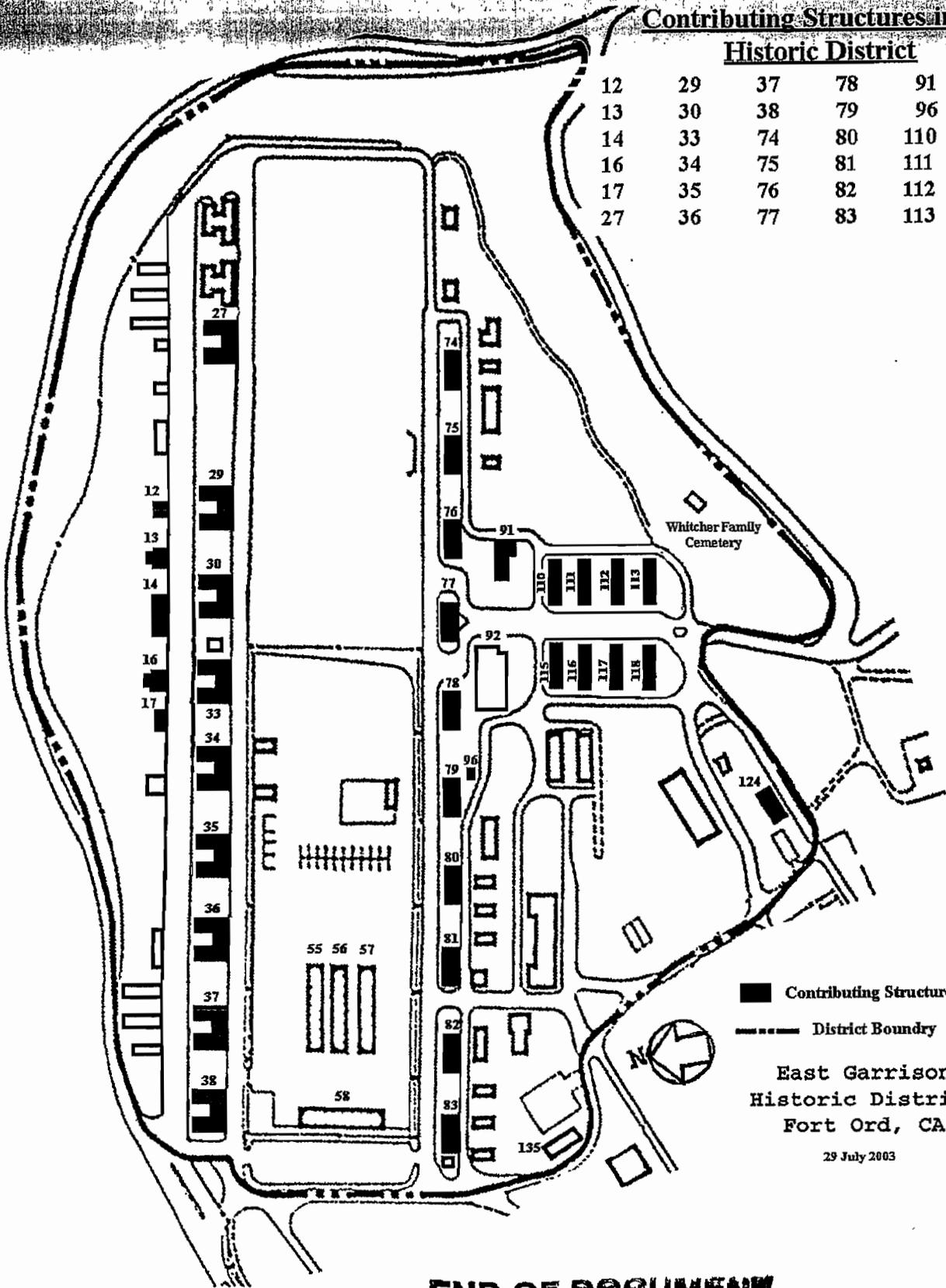
Phone: (831) 424-3961  
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5. Correction Deed thereunder executed by Pacific Gas and Electric Company, a California corporation, recorded October 1, 1997 as Recorder's Serial No. 9756845, Official Records. Affects: Those strips of land described therein lying within said land.
6. License Agreement to allow public access over the existing roads, subject to the conditions contained therein, executed by the United States of America acting by and through the Secretary of the Army, to the Fort Ord Reuse Authority, recorded August 8, 2000 as Recorder's Series No: 2000050374, Official Records.
7. Terms and conditions as contained in the Assignment of Easements on Former Fort Ord and Ord Military Community, County of Monterey, and Quitclaim Deed for Water and Wastewater Systems, executed by and between the Fort Ord Reuse Authority, as Grantor, and the Marina Coast Water District, a County Water District and political subdivision of the State of California, as Grantee, recorded October 26, 2001 as Recorder's Serial No: 2001090793, Official records, and Re-recorded November 7, 2001, as Recorder's Serial No: 2002028022, Official Records.



**Contributing Structures in the  
Historic District**

12	29	37	78	91	115
13	30	38	79	96	116
14	33	74	80	110	117
16	34	75	81	111	118
17	35	76	82	112	124
27	36	77	83	113	



Contributing Structures  
 District Boundry

**East Garrison  
Historic District  
Fort Ord, CA**

29 July 2003

**END OF DOCUMENT**