

Attachment 1

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**Before the Board of Supervisors in and for the
County of Monterey, State of California**

Agreement No. A-12119

Approve and authorize the Chair to sign a)
Memorandum of Agreement among the)
County of Monterey, the Redevelopment)
Agency of the County of Monterey,)
California State University Monterey Bay,)
Monterey Peninsula College, and the Fort)
Ord Reuse Authority, concerning the)
Alignment of the proposed Eastside)
Parkway on the former Fort Ord.....)

Upon motion of Supervisor Potter, seconded by Supervisor Armenta, and carried by those members present, the Board hereby;

Approves and authorizes the Chair to sign a Memorandum of Agreement among the County of Monterey, the Redevelopment Agency of the County of Monterey, California State University Monterey Bay, Monterey Peninsula College, and the Fort Ord Reuse Authority, concerning the Alignment of the proposed Eastside Parkway on the former Fort Ord.

PASSED AND ADOPTED on this 11th day of October, 2011, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, and Potter

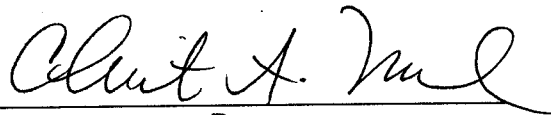
NOES: Supervisor Parker

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 75 for the meeting on October 11, 2011.

Dated: October 20, 2011

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By 
Deputy

**MEMORANDUM OF AGREEMENT
AMONG AND BETWEEN
THE FORT ORD REUSE AUTHORITY, CALIFORNIA STATE UNIVERSITY
MONTEREY BAY, THE REDEVELOPMENT AGENCY OF THE COUNTY OF
MONTEREY, THE COUNTY OF MONTEREY, AND MONTEREY PENINSULA
COLLEGE CONCERNING THE ALIGNMENT OF EASTSIDE PARKWAY ON THE
FORMER FORT ORD**

THIS AGREEMENT is made and signed on this 11th day of October, 2011, by and among the FORT ORD REUSE AUTHORITY (hereinafter referred to as "FORA"), CALIFORNIA STATE UNIVERSITY MONTEREY BAY (hereinafter referred to as "CSUMB"), THE REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY (hereinafter referred to as "AGENCY"), the COUNTY OF MONTEREY (hereinafter referred to as "COUNTY"), AND MONTEREY PENINSULA COLLEGE (hereinafter referred to as "MPC") (with FORA, CSUMB, AGENCY, COUNTY, and MPC 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 roadway corridor called "Eastside Road", as shown on Figures 4.2-2, 4.2-3 and 4.2-5 of the BRP Reuse Plan Element, from Gigling Road to Imjin Road.
- B. The Eastside Road is a "base-wide mitigation" for implementation of the entire development program in the *Ft Ord Base Reuse Plan*. The road is required in order to mitigate transportation impacts of developments which have already occurred, which have been approved and not yet constructed, and which may be approved in the future in accordance with the approved Base Reuse Plan.
- C. The objective of the road is to create a north south connection through the former Fort Ord.
- D. Approximately one third of property on the former Fort Ord is designated for development under the Base Reuse Plan and mitigated for by the Habitat Conservation Plan. This limited quantity of developable acreage has an associated value.
- E. The road alignment design criteria attempted to place the road equally on each jurisdiction's property since the development land has value and the right of way for the road will be an encumbrance on each jurisdiction's property.
- F. The 2005 FORA Fee Reallocation Study prepared by the Transportation Agency for Monterey County created a new general alignment for the Eastside Road project from Eucalyptus Road to Intergarrison Road.

G. After 2005, the project name for “Eastside Road” changed to “Eastside Parkway”.

H. In January 2010, FORA received a grant from the Department of Defense’s Office of Economic Adjustment (“OEA”) to perform infrastructure studies in the vicinity of the future California Central Coast Veterans Cemetery. One component of the grant was to produce a centerline map for the future alignment of the Eastside Parkway project.

I. FORA has a legislated expiration date of June 30, 2014. Therefore, COUNTY is the logical entity to be granted rights of way (“ROW”) for the construction of Eastside Parkway, should FORA authority not be extended.

J. COUNTY will need to receive ROW for future Eastside Parkway construction. The ROW for future alignment of Eastside Parkway would affect CSUMB, AGENCY, COUNTY, and MPC property since they are the designated recipients of these properties. The granting of ROW by CSUMB must comply with Education Code section 89048 and California Constitution Article 16, Section 6.

K. FORA will own and does own properties that would be affected by the alignment of future Eastside Parkway. FORA will transfer these properties to the designated recipients, exclusive of the Eastside Parkway alignment, after receiving regulatory approval of environmental remediation.

L. FORA, through its consultant Whitson Engineers, has prepared a proposed alignment for Eastside Parkway (hereinafter referred to as “Proposed Alignment”), as described in **Attachments A and B**, that would require COUNTY to receive ROW from future CSUMB, AGENCY, COUNTY, and MPC property. FORA held stakeholders meetings that included CSUMB, AGENCY, COUNTY, and MPC in August 2010 to request feedback on the Proposed Alignment.

M. The Parties to this Agreement acknowledge that it is in each of the Parties’ interest to ensure the development of the Eastside Parkway, and that the Eastside Parkway provides mitigation for each Party’s anticipated and approved developments.

N. It is the intention of the Parties to formalize the Proposed Alignment to advance the redevelopment program envisioned in the BRP and FEIR through mitigation of traffic impacts.

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

1. Agreement to Grant ROW. Parties who will receive land along the Proposed Alignment agree that ROW as described generally in **Attachment A** and more specifically in **Attachment B** will be granted to COUNTY at no cost to COUNTY, for the purposes of developing the road currently known as Eastside Parkway. The Parties understand that the ROW shall be up to 200 feet within the designated Army Corps of Engineers (“COE”) parcel L5.7 and 84 feet in all other affected designated parcels plus a minimum of 5 feet outside the grading daylight. When FORA

has received regulatory approval of environmental remediation on CSUMB, AGENCY, COUNTY, and MPC properties along the proposed alignment (COE parcels L20.18, E18.1.2, E19a.5, E19a.1, E19a.3, S1.3.2, and L5.7) and when COE parcel L2.3 has conveyed from the U.S. Army to FORA, FORA will convey Eastside Parkway ROW within these parcels to COUNTY and the remaining property to the intended recipients. The actual date of property conveyance is undetermined, but is anticipated prior to 2015.

2. Agreement to assist grant application efforts. The construction of Eastside Parkway from Eucalyptus Road to Intergarrison Road is a project in the FORA Capital Improvement Program ("CIP"). The FORA CIP identifies the FORA Development Fee, FORA Community Facilities District Fee, FORA Tax Increment, Grants, Mitigation Fees, and Miscellaneous Revenues (Revenue Bonds, Interest) as funding sources for FORA CIP projects, including Eastside Parkway. FORA and/or COUNTY expect to apply for grants to potentially design and/or construct the Eastside Parkway project. These grants may require FORA and/or COUNTY to demonstrate title to or access rights to the Eastside Parkway project ROW. If required through grant applications, the Parties agree to assist FORA and/or COUNTY to secure evidence of title or access rights to the Eastside Parkway project ROW.
3. Costs. The parties shall not be required to incur expenses in cooperating with each other. Each Party agrees to pay any costs it incurs under this agreement.
4. 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.
5. 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.
6. Governing Law. This Agreement shall be governed by and interpreted by and in accordance with the laws of the State of California.
7. Entire Agreement. This Agreement along with any exhibits and attachments hereto, constitutes the entire agreement between the parties hereto concerning the subject matter hereof.
8. 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.
9. 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.
10. Term. This Agreement will expire on December 31, 2025, if the ROW for the Proposed Alignment has not otherwise occurred. 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: _____

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

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

CALIFORNIA STATE UNIVERSITY MONTEREY BAY

Date: _____

By: _____
Kevin Saunders, Vice President for
Administration and Finance

APPROVED AS TO FORM:

By: _____
Carrie Rieth, CSU Attorney

REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY

Date: _____

By: _____
Chair, Board of Directors

APPROVED AS TO FORM:

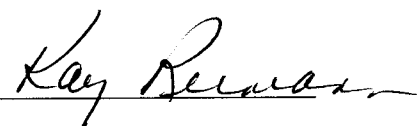
By: _____

COUNTY OF MONTEREY

Date: 10-20-11

By: 
Chair, Board of Supervisors

APPROVED AS TO FORM:

By: 

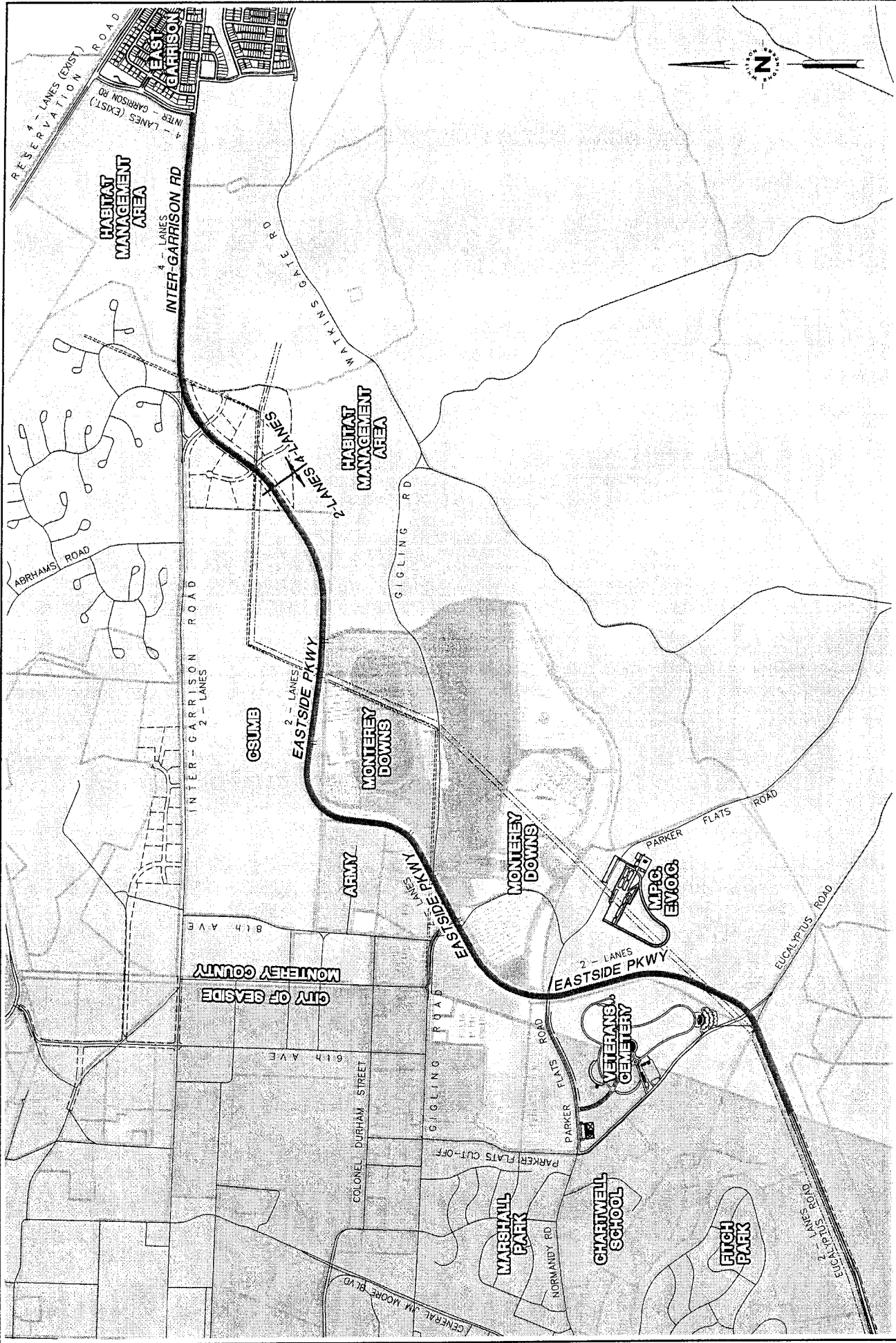
MONTEREY PENINSULA COLLEGE

Date: _____

By: _____

APPROVED AS TO FORM:

By: _____



DATE:	JUNE 2, 2011	SHEET	1
SCALE:	1" = 2,000'	DRAWN:	APH
CHECKED:	RPW	PROJECT No.:	2232.01
		WWW.WHITSONENGINEERS.COM	

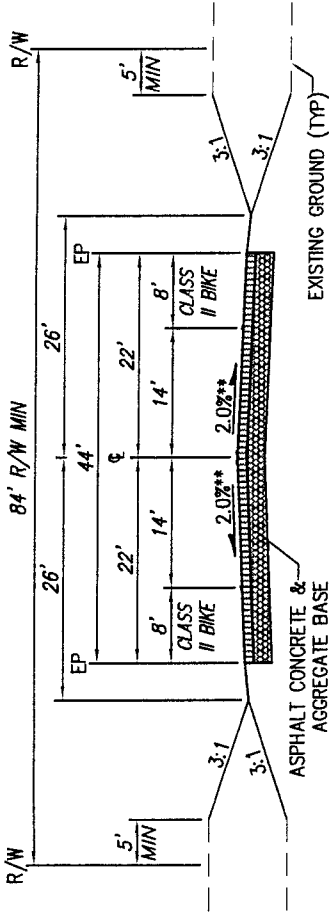
MONTEREY COUNTY
 CALIFORNIA

ATTACHMENT 'A'

PROPOSED EASTSIDE PARKWAY ALIGNMENT

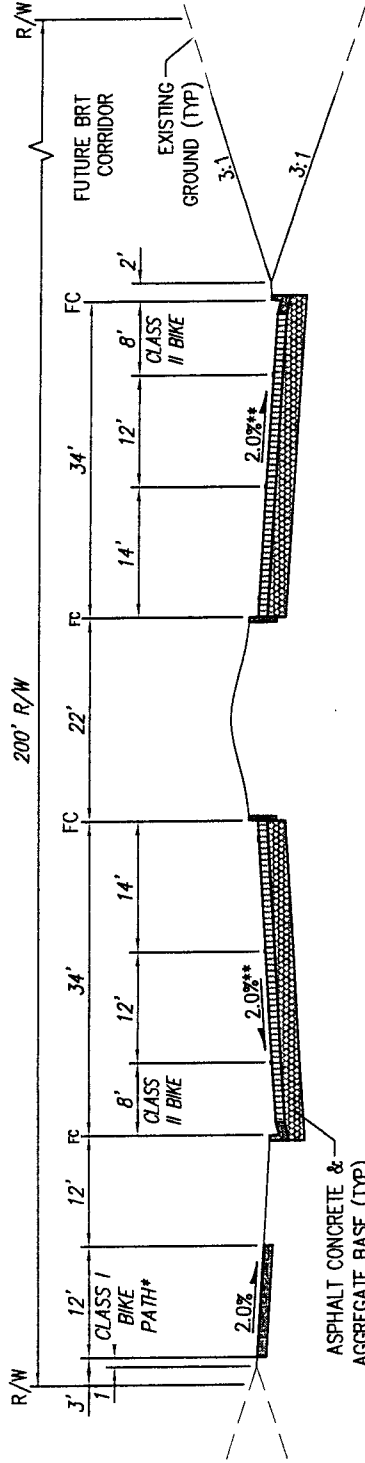
MONTEREY COUNTY
 DRAWING PATH: T:\Monterey Projects\2232\223201\CAD\Exhibits\Eastside Pkwy-MOA Attachment.dwg
 9699 BLUE LARKSPUR LANE, SUITE 105 - MONTEREY, CALIFORNIA 93940 - TEL (831) 649-5225 - FAX (831) 373-5065





**TYPICAL 2-LANE SECTION
EASTSIDE PARKWAY**

** 2% CROSS SLOPE
TYPICAL FOR CROWNED
STREET SECTION.



**TYPICAL 4-LANE SECTION
EASTSIDE PARKWAY AND
INTER-GARRISON ROAD**

* BIKE PATH TO BE ALONG
MULTI-MODAL CORRIDOR

** 2% CROSS SLOPE
TYPICAL FOR CROWNED
STREET SECTION



MONTEREY COUNTY

PROPOSED EASTSIDE PARKWAY SECTIONS

CALIFORNIA

DATE: MAY 13, 2011 SHEET

SCALE: 1" = 20'

DRAWN: APH

CHECKED: RPW

PROJECT No.: 2232.01