

Monterey County

Monterey County Government Center
Board of Supervisors Chambers
168 W. Alisal St. 1st Floor



Meeting Agenda - Final

IMPORTANT COVID-19 NOTICE ON PAGE 2-4
AVISO IMPORTANTE SOBRE COVID-19 EN LA PAGINA 2-4

Tuesday, October 19, 2021

10:30 AM

<https://montereycty.zoom.us/j/224397747>

Successor Agency to the Redevelopment Agency of the County of Monterey

Chair Director Wendy Root Askew - District 4

Vice Chair Director Mary L. Adams - District 5

Director Luis A. Alejo - District 1

Director John M. Phillips - District 2

Director Chris Lopez - District 3

NOTE: All agenda titles related to numbered agenda items are live web links. Click on the title to be directed to the corresponding Board Report.

PUBLIC COMMENT: Members of the public may address comments to the Board concerning each agenda item. The timing of public comment shall be at the discretion of the Chair.

Please refer to the separate agenda for the Board of Supervisors

10:30 A.M. - Call to Order

Roll Call

Pledge of Allegiance

Additions and Corrections by Clerk

The Clerk of the Board will announce agenda corrections and proposed additions, which may be acted on by the Board as provided in Sections 54954.2 of the California Government Code.

General Public Comments

This portion of the meeting is reserved for persons to address the Board on any matter not on this agenda but under the jurisdiction of the Board of Supervisors. Board members may respond briefly to the statement made or questions posed. They may ask a question for clarification; make a referral to staff for factual information or request staff to report back to the Board at a future meeting.

Consent Calendar

1. Adopt a Resolution to:
 - a. Approve the Quitclaim Deed and Vacant Land Purchase Agreement (Agreement) between the County and Berkshire Investments, LLC, for the conveyance of an approximately 30,900 square foot vacant parcel located near the Pajaro Community Park in the unincorporated community of Pajaro, California, identified as Assessor's Parcel Number 117-221-034, pursuant to the Successor Agency to the Redevelopment Agency of the County of Monterey's Long Range Property Management Plan (LRPMP);
 - b. Authorize the Public Works, Facilities, and Parks Director to execute the Quitclaim Deed, the Vacant Land Purchase Agreement, and any related documents needed to complete the transaction, including, but not limited to, any future amendments to the Agreement subject to the review and approval of the Office of the County Counsel;
 - c. Find the subject property to be transferred is exempt surplus land pursuant to Government Code section 54221(b)(2);
 - d. Find that the subject property transfer is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15312, Class 12; and

- e. Recommend approval to allow the Public Works, Facilities, and Parks Director to execute a Memorandum of Understanding (MOU) between Pajaro Sunny Mesa Community Services District (PSMCSD) and the County to allocate the County's portion of the net sale proceeds (estimated at \$5,000) to PSMCSD for future improvements to the Pajaro Community Park.

Attachments:

[Board Report](#)

[Attachment A - Location Map](#)

[Attachment B - Draft Quitclaim Deed](#)

[Attachment C - Vacant Land Purchase Agreement](#)

[Attachment D - Memorandum of Understanding](#)

[Attachment E - Resolution](#)

[Attachment F - Notice of Availability Letter](#)

[Attachment G - Letter of Interest #1 Received from Berkshire Investments, LLC](#)

[Attachment H - Letter of Interest #2 Received from Berkshire Investments, LLC](#)

[Attachment I - California Surplus Land Act Exemption Letter](#)

[Attachment J - Monterey County Successor Agency Long Range Property Management Plan](#)

Adjournment



Monterey County

Item No.1

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: SARDA RES 21-001

October 19, 2021

Introduced: 10/4/2021

Current Status: RMA Public Works -
Consent

Version: 1

Matter Type: Successor Resolution

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RECOMMENDATION:

It is recommended that the Board of the Successor Agency to the Redevelopment Agency of the County of Monterey adopt a resolution to:

- a. Approve the Quitclaim Deed and Vacant Land Purchase Agreement (Agreement) between the County and Berkshire Investments, LLC, for the conveyance of an approximately 30,900 square foot vacant parcel located near the Pajaro Community Park in the unincorporated community of Pajaro, California, identified as Assessor's Parcel Number 117-221-034, pursuant to the Successor Agency to the Redevelopment Agency of the County of Monterey's Long Range Property Management Plan (LRPMP);
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SUMMARY/DISCUSSION:

The subject property, identified as Assessor's Parcel Number (APN) 117-221-034, hereafter, referred to as the "Property", is approximately 30,900 square feet in size, has a zoning of Farmland/Agriculture, and is located near Cayetano Street and the Pajaro Community Park in the unincorporated community of Pajaro, California. The Property was deeded to the Redevelopment Agency of the County of Monterey, hereafter, "Redevelopment Agency", from the Granite Construction Company. Following the dissolution of the Redevelopment Agency, the Successor Agency to the Redevelopment Agency of the County of Monterey, hereafter, "Successor Agency", has retained ownership of the Property.

In 2010, the Redevelopment Agency received four (4) parcels from Granite Construction Company for the development of the Pajaro Community Park. Upon completion of the Pajaro Community Park, three (3) of the four (4) parcels were deeded to the Pajaro Sunny Mesa Community Services District (PSMCSD). Likely due to the Property's physical separation from the Pajaro Community Park parcels by the Southern Pacific Railroad tracks, the Property was not included in the transfer to PSMCSD and was retained by the Redevelopment Agency. Since said transfer, PSMCSD has developed and maintained the Pajaro Community Park.

California Assembly Bill 1X 26, enacted on June 28, 2011, and upheld by the California Supreme Court on December 29, 2011, dissolved all California redevelopment agencies effective February 1, 2012, through amendments to the California Health and Safety Code (the "Amended Code"). Pursuant to Sections 34173, 34175, and 34176 of the Amended Code, and by operation of law, the Successor Agency has assumed the rights, duties, and obligations of the Redevelopment Agency. Under the Amended Code, all property owned by (now former) redevelopment agencies must be disposed of, either through sale or other disposition, in accordance with a Long-Range Property Management Plan (LRPMP) approved by the California Department of Finance (DOF). The Successor Agency's LRPMP was approved by the DOF Oversight Board on April 17, 2014. The LRPMP designates the Property to be sold to an adjacent landowner for fair market value. In order to comply with the requirements and regulations of California Assembly Bill 1X 26 and the LRPMP, on April 22, 2021, staff posted the availability of the Property for purchase on the open market via the commercial real estate marketing platform known as Loopnet/CoStar. On April 22, 2021, staff also sent notification of the availability of the Property for purchase to the adjacent farmland owner, Berkshire Investments, LLC, that is directly contiguous with the Property.

It was previously understood that the Property was also subject to the California Surplus Land Act and Government Code Section 54222(b), requiring a public entity disposing of real property to offer the opportunity to purchase to State, Regional, and Local public agencies and districts. On April 22, 2021, a Notice of Availability letter was sent to twenty-one (21) State Housing Sponsors per

Government Code 54222(a)(1), eight (8) Local Housing Sponsors per Government Code 54222(a)(1), eight (8) State, Regional, and Local public agencies and districts per Government Code 54222(b), and one (1) School District per Government Code 54222(c). Each entity was given sixty (60) days to respond stating their interest in acquiring the Property. During the sixty (60) day noticing period, staff received a total of one (1) letter of interest, which came from PSMCSD and offered no monetary exchange for the Property. However, upon review of the County's compliance with the California Surplus Land Act disposition requirements, it was determined by State Housing and Community Development (HCD) staff that the Property is exempt from the California Surplus Land Act disposition requirements for surplus property, pursuant to Government Code 54221(b)(2). The State HCD's statement regarding the Property's exemption from the California Surplus Land Act is detailed in Attachment I.

To provide sufficient time for an interested party to submit a statement of interest in purchasing the Property, the availability of the Property for purchase was posted on the open market for a total of sixty (60) days. During the sixty (60) day noticing period for any party to provide a letter of interest per California Assembly Bill 1X 26 and the LRPMP, staff received a total of one (1) letter of interest which was received on June 4, 2021 from Berkshire Investments, LLC offering a tentative range of \$15,000 to \$25,000 for the Property. Due to a California Assembly Bill 1X 26 and the LRPMP requirement to receive fair market value from the sale of the Property, staff entered negotiations with Berkshire Investments, LLC, for the sale of the Property. The County and Berkshire Investments, LLC, entered in good faith negotiations to determine a mutually satisfactory sales price and terms and have agreed upon the sales price of \$35,500. Following an assessment of the Property and receiving only one (1) letter of interest, Staff has concluded that the mutually satisfactory sales price of \$35,500 is fair market value for the Property.

Health and Safety Code Section 34191.5(B) states that proceeds from the liquidated Property from the LRPMP are to be distributed to identified taxing entities. The County's portion of the net proceeds of approximately \$5,000 are proposed to be distributed to PSMCSD and will go directly towards the benefit of the Pajaro Community Park. This request aligns with the County's strategic initiative to support programs and services that promote healthy choices in collaboration with communities.

The California Environmental Quality Act (CEQA) establishes guidelines for assessing potential project impacts. Per state law and regulation, certain classifications of projects have been deemed to be statutorily exempt or categorically exempt from further environmental review under CEQA if the projects meet certain criteria. Staff recommends that the Board find that the proposed property transfer qualifies for categorical exemption pursuant to CEQA Guidelines Section 15312, Class 12. The Property is exempt pursuant to the Surplus Government Property Sales (Class 12) as the Property does not have any significant value for wildlife habitat or other environmental purposes and the Property is of such size, shape, and inaccessibility that it is likely incapable of independent development or use.

Staff recommends transferring the Property "as-is" via Quitclaim Deed to Berkshire Investments, LLC, for the sale price of \$35,500, pursuant to the Successor Agency's LRPMP.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel-Risk Manager reviewed and approved the Quitclaim Deed, Vacant Land Purchase Agreement, and MOU as to form. Upon approval, the Director of Public Works, Facilities, and Parks will execute the Quitclaim Deed, Vacant Land Purchase Agreement, and other necessary transfer documents to complete a sale as well as the MOU with PSMCSD. The LRPMP was approved by the Oversight Board, which gave staff approval to dispose of the Property.

FINANCING:

Staff time to prepare this report, Quitclaim Deed, Vacant Land Purchase Agreement and MOU is funded from the Successor Agency, Fund 406 Appropriation Unit HCD010. Health and Safety Code Section 34191.5(B) requires that the net proceeds from the sale are to be distributed to identified taxing entities. The County's portion of net sale proceeds (estimated at \$5,000) are proposed to be distributed to PSMCSD.

BOARD OF SUPERVISORS' STRATEGIC INITIATIVES:

If approved, this action supports the Board of Supervisors' Strategic Initiatives for Economic Development and Infrastructure. The addition of the Property to the adjacent farm ground, encourages consistent land use and infrastructure management. Conveyance of the County's portion of the net proceeds from the sale of the Property to PSMCSD economically supports future improvements of the Pajaro Community Park.

- ☒ Economic Development
- ☐ Administration
- ☐ Health & Human Services
- ☒ Infrastructure
- ☐ Public Safety

Prepared by: Ivo N. Basor, Management Analyst (831) 796-6427

Reviewed by: George K. Salcido, Real Property Specialist

Approved by: Lindsay Lerable, Chief of Facilities

Approved by: Tom Bonigut, PE, Interim Assistant Director of Public Works, Facilities & Parks

Approved by: Randell Ishii, MS, PE, TE, PTOE

Director of Public Works, Facilities & Parks

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(Attachments are on file with the Clerk of the Board)



Monterey County

Item No.20

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Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: SARDA RES 21-001

October 19, 2021

Introduced: 10/4/2021

Current Status: RMA Public Works -
Consent

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- ☒ Economic Development
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Prepared by: Ivo N. Basor, Management Analyst (831) 796-6427

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Approved by: Randell Ishii, MS, PE, TE, PTOE

Director of Public Works, Facilities & Parks

DocuSigned by:

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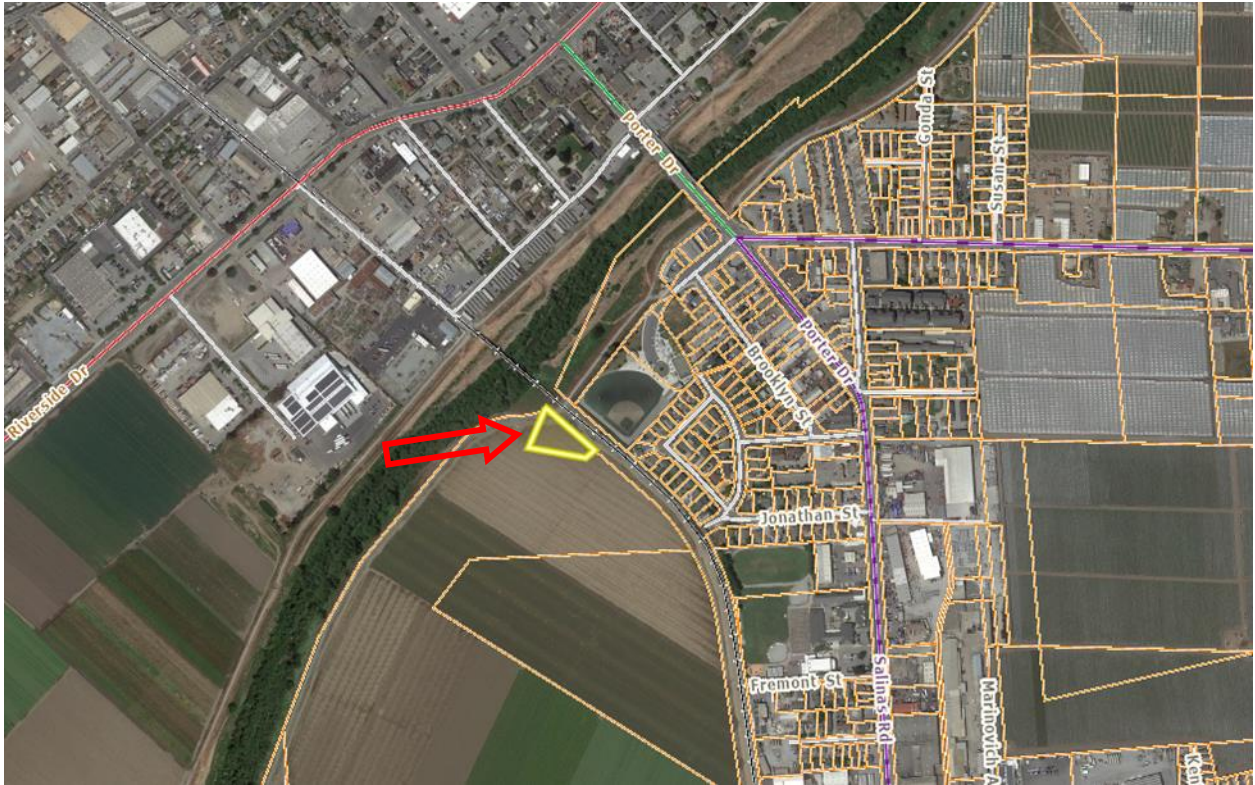
Legistar File Number: SARDA RES 21-001

(Attachments are on file with the Clerk of the Board)

Attachment A

Attachment A

LOCATION MAP (APN 117-221-034)



Attachment B

RECORDING REQUESTED BY)
AND WHEN RECORDED RETURN TO:)
)
County of Monterey)
Dept. of Public Works, Parks, & Facilities)
c/o PWFP-Real Property Specialist)
1441 Schilling Place, South Bldg., 2nd Floor)
Salinas, California 93901-4527)
)
)

Space above this line for Recorder's use

No Fee – Government Code 27383

QUITCLAIM DEED

APN: 117-221-034-000

The **County of Monterey**, as the Successor Agency to the Redevelopment Agency of the County of Monterey, a political subdivision of the State of California (hereinafter referred to as "**County**"), does hereby remise, release and forever quitclaim "as is" to **Berkshire Investments, LLC**, a California Limited Liability Company, (hereinafter referred to as "**Berkshire Investments**"), all its rights, title and interest in the real property situated in the County of Monterey, State of California, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER with the tenements, hereditaments, appurtenances thereunto belonging or appertaining, and the revision and revisions, remaining and remainder, rents, issues, and profits thereof.

TO HAVE AND TO HOLD the said premises, together with the appurtenance, unto the District, and to its successors and assigns forever. Except as herein set forth.

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN AN UNINCORPORATED AREA, COUNTY OF MONTEREY, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL III:

A part of Rancho Bolsa De San Cayetano, beginning at a point in the Patent Survey Boundary of said Rancho, said point being also in the Northwesterly boundary of a 15-acre tract of land conveyed by Francis S. Spring to Fanny C. Porter and John T. Porter by Deed dated November 21, 1879 and recorded in Volume Z of Deeds, at Page 345, Monterey County Records, and from which said point of beginning the most Northerly corner of said 15 acre Tract of land bears along said Patent Survey boundary and Boundary of said 15 acre Tract, N. 23° 17' E., 692.5 8 feet distant, and the most Westerly corner of "Subdivision No.2 of the land of Estate of Fanny C. Porter", as said subdivision is shown on that certain map file for record on January 26 , 1938 in Volume 4 of Maps, "Cities and Towns", at Page 14, Monterey County Records, bears with the following two courses and distances:

- (1) S. 86° 04' E., 297.67 feet; thence
- (2) N. 30° 37' E., 57.62 feet; thence from point of beginning and leaving said Patent Survey Boundary and Boundary of said 15-acre Tract of land, and running
- (1) S. 86° 04' E., 180 .13 feet; thence
- (2) S. 41° 02 1/2' E., at 12.93 feet a 2" x 3" post, at 58.43 feet a 1-inch diameter steel bar set flush with the ground, at 87.43 feet a 2" x 3" post, 151.0 feet to a 1-inch diameter steel bar set flush with the ground; thence
- (3) Along the arc of a circular curve to the right, the center of which bears S. 48° 57 1/2' W., 960 feet distant, for a distance of 335.80 feet to a 1-inch diameter steel bar set flush with the ground; thence
- (4) S. 43° 14' W., 480.5 feet to a 1 1/4-inch diameter iron pipe set in the Northeasterly line of the Southern Pacific Railroad right of way, 50.0 feet from the centerline of the main line Track; thence along said railroad right of way line
- (5) N. 50° 01 1/2' W., 100.0 feet to a 1-inch diameter steel bar; thence leave said right of way line and crossing said railroad
- (6) S. 39° 58 1/2' W., 135.6 feet to a 1 1/4-inch diameter iron pipe; thence
- (7) N. 8° 00' w., at 270.0 feet to a 1 1/4-inch diameter iron pipe, 286.33 feet to a point in said Patent Survey Boundary; thence along said Patent Survey Boundary
- (8) N. 23° 17' E., 819.30 feet to the point of beginning.

Excepting therefrom all that portion of land lying within the limits of said Southern Pacific Company Railroad right of way, particularly described as follows: Beginning at a 1 inch diameter steel bar set in the Northeasterly line of the above mentioned Southern Pacific Railroad right of way, at the Northwesternly extremity of that certain course hereinabove numbered (5); thence along said right of way line, N. 50° 01 1/2' W., 331.55 feet to a point in the aforementioned Patent Survey Boundary; thence along said Patent Survey Boundary, S.23° 17' W., 104.39 feet to a point in the Southwesterly line of said railroad right of way; thence along last mentioned right of way line, S. 50° 01 1/2' E., 301.58 feet; thence N. 39° 58' W., 100.00 feet to the place of beginning.

Also excepting therefrom so much of said property as has been taken for levee, highway and other public purposes in a decree of condemnation, recorded March 11, 1941 in Volume 711 of Official Records of Monterey County at Page 105.

Also excepting that certain property lying northeasterly of the southwesterly line of the Southern Pacific Railroad right of way as the same now exists.

APN: 117-221-034

IN WITNESS WHEREOF, the County has caused this Quitclaim Deed to be executed as of the date opposite the signature below:

GRANTOR

County of Monterey, a political subdivision of the State of California

Dated: _____

Randell Ishii, MS, PE, TE, PTOE,
Director of Public Works, Facilities, and Parks

Approved as to Form:
Office of the County Counsel
Leslie J. Girard, County Counsel

Kristi Markey
Deputy, County Counsel

Dated: _____

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

[illegible]

On _____ before me, _____,
a Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

ACCEPTANCE AND CONSENT TO RECORDATION

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated _____, _____, 2021 from the **County of Monterey**, a political subdivision of the State of California, to **Berkshire Investments, LLC**, is hereby accepted, and Berkshire Investments, LLC consents to recordation thereof by its duly authorized officer.

GRANTEE
Berkshire Investments, LLC

Dated: _____

Approved as to Form:

Dated: _____

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF MONTEREY)

On _____ before me, _____,
a Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

Attachment C

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STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS
FOR PURCHASE OF REAL ESTATE
(Vacant Land)

Dated: _____

1. Buyer.

1.1 Berkshire Investments, LLC, ("**Buyer**") hereby offers to purchase the real property, hereinafter described, from the owner thereof ("**Seller**") (collectively, the "**Parties**" or individually, a "**Party**"), through an escrow ("**Escrow**") to close within **fifteen (15) days** after the waiver or expiration of the Buyer's Contingencies, ("**Expected Closing Date**") to be held by Chicago Title Company ("**Escrow Holder**") whose address is 50 Winham Street, Salinas, CA, Phone No.831-424-8011, Email: Joanna.gilman@ctt.com, upon the terms and conditions set forth in this agreement ("**Agreement**"). Buyer shall have the right to assign Buyer's rights hereunder, but any such assignment shall not relieve Buyer of Buyer's obligations herein unless Seller expressly releases Buyer.

1.2 The term "**Date of Agreement**" as used herein shall be the date when by execution and delivery of this document or a subsequent counteroffer thereto, Buyer and Seller have reached agreement in writing whereby Seller agrees to sell, and Buyer agrees to purchase, the Property upon terms accepted by both Parties.

2. Property.

2.1 The real property ("**Property**") that is the subject of this offer consists of vacant land and is located in the County of Monterey, within the unincorporated community of Pajaro, California, near the Pajaro Community Park and is legally described as: Assessor's Parcel Number (APN) 117-221-034.

2.2 If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the requirements of Chicago Title Company ("**Title Company**"), which shall issue the title policy hereinafter described.

2.3 The Property includes, at no additional cost to Buyer, the permanent improvements thereon, including those items which pursuant to applicable law are a part of the property, as well as the following items, if any, owned by Seller and at present located on the Property: farmed land (collectively, the "**Improvements**").

2.4 Except as provided in Paragraph 2.3, the Purchase Price does not include Seller's personal property, furniture, and furnishings, and all of which shall be removed by Seller prior to Closing.

3. Purchase Price.

3.1 The purchase price ("**Purchase Price**") to be paid by Buyer to Seller for the Property shall be **Thirty-Five Thousand and Five Hundred Dollars (\$35,500)**.

4. Deposits. (Intentionally Left Blank)

5. Financing Contingency. (Intentionally Left Blank)

6. Seller Financing. (Intentionally Left Blank)

7. Real Estate Brokers. (Intentionally Left Blank)

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8. Escrow and Closing.

8.1 Upon acceptance hereof by Seller, this Agreement, including any counteroffers incorporated herein by the Parties, shall constitute not only the agreement of purchase and sale between Buyer and Seller, but also instructions to Escrow Holder for the consummation of the Agreement through the Escrow. Escrow Holder shall not prepare any further escrow instructions restating or amending the Agreement unless specifically so instructed by the Parties or a Broker herein. Subject to the reasonable approval of the Parties, Escrow Holder may, however, include its standard general escrow provisions. In the event that there is any conflict between the provisions of the Agreement and the provisions of any additional escrow instructions the provisions of the Agreement shall prevail as to the Parties and the Escrow Holder.

8.2 As soon as practical after the receipt of this Agreement and any relevant counteroffers, Escrow Holder shall ascertain the Date of Agreement as defined in paragraphs 1.2 and 20.2 and advise the Parties and Brokers, in writing, of the date ascertained.

8.3 Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with this Agreement, applicable law and custom and practice of the community in which Escrow Holder is located, including any reporting requirements of the Internal Revenue Code. In the event of a conflict between the law of the state where the Property is located and the law of the state where the Escrow Holder is located, the law of the state where the Property is located shall prevail.

8.4 Subject to satisfaction of the contingencies herein described, Escrow Holder shall close this escrow (the "**Closing**") by recording a general warranty deed (a grant deed in California) and the other documents required to be recorded, and by disbursing the funds and documents in accordance with this Agreement.

8.5 Buyer and Seller shall each pay one-half of the Escrow Holder's charges and Seller shall pay the usual recording fees and any required documentary transfer taxes. Seller shall pay the premium for a standard coverage owner's or joint protection policy of title insurance. (See also paragraph 11)

8.6 Escrow Holder shall verify that all of Buyer's contingencies have been satisfied or waived prior to Closing. The matters contained in paragraphs 9.1 subparagraphs (b), (c), (d), (e), (g), (i), (n), and (o), 9.4, 12, 13, 14, 16, 18, 20, 21, 22, and 24 are, however, matters of agreement between the Parties only and are not instructions to Escrow Holder.

8.7 If this transaction is terminated for non-satisfaction and non-waiver of a Buyer's Contingency, as defined in paragraph 9.2, then neither of the Parties shall thereafter have any liability to the other under this Agreement, except to the extent of a breach of any affirmative covenant or warranty in this Agreement. In the event of such termination, Buyer shall, subject to the provisions of paragraph 8.10, be promptly refunded all funds deposited by Buyer with Escrow Holder, and the Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation. If this transaction is terminated as a result of Seller's breach of this Agreement, then Seller shall pay the Title Company and Escrow Holder cancellation fees and costs.

8.8 The Closing shall occur on the Expected Closing Date, or as soon thereafter as the Escrow is in condition for Closing; provided, however, that if the Closing does not occur by the Expected Closing Date and said Date is not extended by mutual instructions of the Parties, a Party not then in default under this Agreement may notify the other Party, Escrow Holder, and Brokers, in writing that, unless the Closing occurs within **five (5) business days** following said notice, the Escrow shall be deemed terminated without further notice or instructions.

8.9 Except as otherwise provided herein, the termination of Escrow shall not relieve or release either Party from any obligation to pay Escrow Holder's fees and costs or constitute a waiver, release or discharge of any breach or default that has occurred in the performance of the obligations, agreements, covenants or warranties contained therein.

8.10 If this sale of the Property is not consummated for any reason other than Seller's breach or

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default, then at Seller's request, and as a condition to any obligation to return Buyer's deposit (see paragraph 21), Buyer shall within five (5) days after written request deliver to Seller, at no charge, copies of all surveys, engineering studies, soil reports, maps, master plans, feasibility studies and other similar items prepared by or for Buyer that pertain to the Property. Provided, however, that Buyer shall not be required to deliver any such report if the written contract which Buyer entered into with the consultant who prepared such report specifically forbids the dissemination of the report to others.

9. Contingencies to Closing.

9.1 The Closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies. **IF BUYER FAILS TO NOTIFY ESCROW HOLDER, IN WRITING, OF THE DISAPPROVAL OF ANY OF SAID CONTINGENCIES WITHIN THE TIME SPECIFIED THEREIN, IT SHALL BE CONCLUSIVELY PRESUMED THAT BUYER HAS APPROVED SUCH ITEM, MATTER OR DOCUMENT.** Buyer's conditional approval shall constitute disapproval, unless provision is made by the Seller within the time specified therefore by the Buyer in such conditional approval or by this Agreement, whichever is later, for the satisfaction of the condition imposed by the Buyer. Escrow Holder shall promptly provide all Parties with copies of any written disapproval or conditional approval which it receives. With regard to subparagraphs (a) through (m) the pre-printed time periods shall control unless a different number of days is inserted in the spaces provided.

(a) *Disclosure.* Seller shall make to Buyer, through Escrow, all of the applicable disclosures required by law (See AIR CRE ("**AIR**") standard form entitled "Seller's Mandatory Disclosure Statement") and provide Buyer with a completed Property Information Sheet ("**Property Information Sheet**") concerning the Property, duly executed by or on behalf of Seller in the current form or equivalent to that published by the AIR within **ten (10) days** following the Date of Agreement. Buyer has **fifteen (15) days** from the receipt of said disclosures to approve or disapprove the matters disclosed.

(b) *Physical Inspection.* Buyer has **fifteen (15) days** following the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the physical aspects and size of the Property.

(c) *Hazardous Substance Conditions Report.* Buyer has **fifteen (15) days** following the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the environmental aspects of the Property. Seller recommends that Buyer obtain a Hazardous Substance Conditions Report concerning the Property and relevant adjoining properties. Any such report shall be paid for by Buyer. A "**Hazardous Substance**" for purposes of this Agreement is defined as any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare. A "**Hazardous Substance Condition**" for purposes of this Agreement is defined as the existence on, under or relevantly adjacent to the Property of a Hazardous Substance that would require remediation and/or removal under applicable Federal, state or local law.

(d) *Soil Inspection.* Buyer has **fifteen (15) days** following the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the condition of the soils on the Property. Seller recommends that Buyer obtain a soil test report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any soils report that Seller may have within **ten (10) days** following the Date of Agreement.

(e) *Governmental Approvals.* Buyer has **fifteen (15) days** following the Date of Agreement to satisfy itself with regard to approvals and permits from governmental agencies or departments which have or may have jurisdiction over the Property and which Buyer deems necessary or desirable in connection with its intended use of the Property, including, but not limited to, permits and approvals required with respect to zoning, planning, building and safety, fire, police, handicapped and Americans

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with Disabilities Act requirements, transportation and environmental matters.

NOTE: Past uses of the Property may no longer be allowed. In the event that the Property must be rezoned, it is Buyer's responsibility to obtain the rezoning from the appropriate government agencies. Seller shall sign all documents Buyer is required to file in connection with rezoning, conditional use permits and/or other development approvals.

(f) *Conditions of Title.* Escrow Holder shall cause a current commitment for title insurance ("**Title Commitment**") concerning the Property issued by the Title Company, as well as legible copies of all documents referred to in the Title Commitment ("**Underlying Documents**"), and a scaled and dimensioned plot showing the location of any easements to be delivered to Buyer within **fifteen (15) days** following the Date of Agreement. Buyer has **ten (10) days** from the receipt of the Title Commitment, the Underlying Documents and the plot plan to satisfy itself with regard to the condition of title. The disapproval by Buyer of any monetary encumbrance, which by the terms of this Agreement is not to remain against the Property after the Closing, shall not be considered a failure of this contingency, as Seller shall have the obligation, at Seller's expense, to satisfy and remove such disapproved monetary encumbrance at or before the Closing.

(g) *Survey.* Buyer has **fifteen (15) days** following the receipt of the Title Commitment and Underlying Documents to satisfy itself with regard to any ALTA title supplement based upon a survey prepared to American Land Title Association ("**ALTA**") standards for an owner's policy by a licensed surveyor, showing the legal description and boundary lines of the Property, any easements of record, and any improvements, poles, structures and things located within 10 feet of either side of the Property boundary lines. Any such survey shall be prepared at Buyer's direction and expense. If Buyer has obtained a survey and approved the ALTA title supplement, Buyer may elect within the period allowed for Buyer's approval of a survey to have an ALTA extended coverage owner's form of title policy, in which event Buyer shall pay any additional premium attributable thereto.

(h) *Existing Leases and Tenancy Statements.* Seller shall within **ten (10) days** following the Date of Agreement provide both Buyer and Escrow Holder with legible copies of all leases, subleases or rental arrangements (collectively, "**Existing Leases**") affecting the Property, and with a tenancy statement ("**Estoppel Certificate**") in the latest form or equivalent to that published by the AIR, executed by Seller and/or each tenant and subtenant of the Property. Seller shall use its best efforts to have each tenant complete and execute an Estoppel Certificate. If any tenant fails or refuses to provide an Estoppel Certificate then Seller shall complete and execute an Estoppel Certificate for that tenancy. Buyer has **fifteen (15) days** from the receipt of said Existing Leases and Estoppel Certificates to satisfy itself with regard to the Existing Leases and any other tenancy issues.

(i) *Owner's Association.* (**Intentionally Left Blank**)

(j) *Other Agreements.* Seller shall within **ten (10) days** following the Date of Agreement provide Buyer with legible copies of all other agreements ("**Other Agreements**") known to Seller that will affect the Property after Closing. Buyer has **fifteen (15) days** from the receipt of said Other Agreements to satisfy itself with regard to such Agreements.

(k) *Financing.* (**Intentionally Left Blank**)

(l) *Existing Notes.* (**Intentionally Left Blank**)

(m) *Personal Property.* (**Intentionally Left Blank**)

(n) *Destruction, Damage or Loss.* Subsequent to the Date of Agreement and prior to Closing there shall not have occurred a destruction of, or damage or loss to, the Property or any portion thereof, from any cause whatsoever, which would cost more than \$10,000.00 to repair or cure. If the cost of repair or cure is \$10,000.00 or less, Seller shall repair or cure the loss prior to the Closing. Buyer shall have the option, within **ten (10) days** after receipt of written notice of a loss costing more than \$10,000.00 to repair or cure, to either terminate this Agreement or to purchase the Property notwithstanding such loss, but without deduction or offset against the Purchase Price. If the cost to

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repair or cure is more than \$10,000.00, and Buyer does not elect to terminate this Agreement, Buyer shall be entitled to any insurance proceeds applicable to such loss. Unless otherwise notified in writing, Escrow Holder shall assume no such destruction, damage or loss has occurred prior to Closing.

(o) *Material Change*. Buyer shall have **fifteen (15) days** following receipt of written notice of a Material Change within which to satisfy itself with regard to such change. "**Material Change**" shall mean a substantial adverse change in the use, occupancy, tenants, title, or condition of the Property that occurs after the date of this offer and prior to the Closing. Unless otherwise notified in writing, Escrow Holder shall assume that no Material Change has occurred prior to the Closing.

(p) *Seller Performance*. The delivery of all documents and the due performance by Seller of each and every undertaking and agreement to be performed by Seller under this Agreement.

(q) *Brokerage Fee. (Intentionally Left Blank)*

9.2 All of the contingencies specified in subparagraphs (a) through (m) of paragraph 9.1 are for the benefit of, and may be waived by, Buyer, and may be elsewhere herein referred to as "**Buyer's Contingencies.**"

9.3 If any of Buyer's Contingencies or any other matter subject to Buyer's approval is disapproved as provided for herein in a timely manner ("**Disapproved Item**"), Seller shall have the right within **fifteen (15) days** following the receipt of notice of Buyer's disapproval to elect to cure such Disapproved Item prior to the Expected Closing Date ("**Seller's Election**"). Seller's failure to give to Buyer within such period, written notice of Seller's commitment to cure such Disapproved Item on or before the Expected Closing Date shall be conclusively presumed to be Seller's Election not to cure such Disapproved Item. If Seller elects, either by written notice or failure to give written notice, not to cure a Disapproved Item, Buyer shall have the right, within **fifteen (15) days** after Seller's Election to either accept title to the Property subject to such Disapproved Item, or to terminate this Agreement. Buyer's failure to notify Seller in writing of Buyer's election to accept title to the Property subject to the Disapproved Item without deduction or offset shall constitute Buyer's election to terminate this Agreement. The above time periods only apply once for each Disapproved Item. Unless expressly provided otherwise herein, Seller's right to cure shall not apply to the remediation of Hazardous Substance Conditions or to the Financing Contingency. Unless the Parties mutually instruct otherwise, if the time periods for the satisfaction of contingencies or for Seller's and Buyer's elections would expire on a date after the Expected Closing Date, the Expected Closing Date shall be deemed extended for 3 business days following the expiration of: (a) the applicable contingency period(s), (b) the period within which the Seller may elect to cure the Disapproved Item, or (c) if Seller elects not to cure, the period within which Buyer may elect to proceed with this transaction, whichever is later.

9.4 The Parties acknowledge that extensive local, state and Federal legislation establish broad liability upon owners and/or users of real property for the investigation and remediation of Hazardous Substances. The determination of the existence of a Hazardous Substance Condition and the evaluation of the impact of such a condition are highly technical and beyond the expertise of Brokers. The Parties acknowledge that they have been advised by Brokers to consult their own technical and legal experts with respect to the possible presence of Hazardous Substances on the Property or adjoining properties, and Buyer and Seller are not relying upon any investigation by or statement of Brokers with respect thereto. The Parties hereby assume all responsibility for the impact of such Hazardous Substances upon their respective interests herein.

10. Documents Required at or Before Closing.

10.1 **Five (5) days** prior to the Closing date Escrow Holder shall obtain an updated Title Commitment concerning the Property from the Title Company and provide copies thereof to each of the Parties.

10.2 Seller shall deliver to Escrow Holder in time for delivery to Buyer at the Closing:

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(a) Grant or general warranty deed, duly executed and in recordable form, conveying fee title to the Property to Buyer.

(b) If applicable, the Beneficiary Statements concerning Existing Note(s).

(c) If applicable, the Existing Leases and Other Agreements together with duly executed assignments thereof by Seller and Buyer. The assignment of Existing Leases shall be on the most recent Assignment and Assumption of Lessor's Interest in Lease form published by the AIR or its equivalent.

(d) If applicable, Estoppel Certificates executed by Seller and/or the tenant(s) of the Property.

(e) An affidavit executed by Seller to the effect that Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least **three (3) business days** prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Internal Revenue Service such sum as is required by applicable Federal law with respect to purchases from foreign sellers.

(f) If the Property is located in California, an affidavit executed by Seller to the effect that Seller is not a "nonresident" within the meaning of California Revenue and Tax Code Section 18662 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least **three (3) business days** prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Franchise Tax Board such sum as is required by such statute.

(g) If applicable, a bill of sale, duly executed, conveying title to any included personal property to Buyer.

(h) If the Seller is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the sale of the Property.

10.3 Buyer shall deliver to Seller through Escrow:

(a) The cash portion of the Purchase Price and such additional sums as are required of Buyer under this Agreement shall be deposited by Buyer with Escrow Holder, by federal funds wire transfer, or any other method acceptable to Escrow Holder in immediately collectable funds, no later than 2:00 P.M. on the business day prior to the Expected Closing Date provided, however, that Buyer shall not be required to deposit such monies into Escrow if at the time set for the deposit of such monies Seller is in default or has indicated that it will not perform any of its obligations hereunder. Instead, in such circumstances in order to reserve its rights to proceed Buyer need only provide Escrow with evidence establishing that the required monies were available.

(b) If a Purchase Money Note and Purchase Money Deed of Trust are called for by this Agreement, the duly executed originals of those documents, the Purchase Money Deed of Trust being in recordable form, together with evidence of fire insurance on the improvements in the amount of the full replacement cost naming Seller as a mortgage loss payee, and a real estate tax service contract (at Buyer's expense), assuring Seller of notice of the status of payment of real property taxes during the life of the Purchase Money Note.

(c) The Assignment and Assumption of Lessor's Interest in Lease form specified in paragraph 10.2(c) above, duly executed by Buyer.

(d) Assumptions duly executed by Buyer of the obligations of Seller that accrue after Closing under any Other Agreements.

(e) If applicable, a written assumption duly executed by Buyer of the loan documents with respect to Existing Notes.

(f) If the Buyer is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the purchase of the Property.

10.4 At Closing, Escrow Holder shall cause to be issued to Buyer a standard coverage (or ALTA extended, if elected pursuant to 9.1(g)) owner's form policy of title insurance effective as of the Closing,

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issued by the Title Company in the full amount of the Purchase Price, insuring title to the Property vested in Buyer, subject only to the exceptions approved by Buyer. In the event there is a Purchase Money Deed of Trust in this transaction, the policy of title insurance shall be a joint protection policy insuring both Buyer and Seller.

IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

11. Prorations and Adjustments.

11.1 *Taxes.* Applicable real property taxes and special assessment bonds shall be prorated through Escrow as of the date of the Closing, based upon the latest tax bill available. The Parties agree to prorate as of the Closing any taxes assessed against the Property by supplemental bill levied by reason of events occurring prior to the Closing. Payment of the prorated amount shall be made promptly in cash upon receipt of a copy of any supplemental bill.

11.2 *Insurance.* **WARNING:** Any insurance which Seller may have maintained will terminate on the Closing. Buyer is advised to obtain appropriate insurance to cover the Property.

11.3 *Rentals, Interest and Expenses.* Scheduled rentals, interest on Existing Notes, utilities, and operating expenses shall be prorated as of the date of Closing. The Parties agree to promptly adjust between themselves outside of Escrow any rents received after the Closing.

11.4 *Security Deposit.* Security Deposits held by Seller shall be given to Buyer as a credit to the cash required of Buyer at the Closing.

11.5 *Post Closing Matters.* Any item to be prorated that is not determined or determinable at the Closing shall be promptly adjusted by the Parties by appropriate cash payment outside of the Escrow when the amount due is determined.

11.6 *Variations in Existing Note Balances.* (Intentionally Left Blank)

11.7 *Variations in New Loan Balance.* (Intentionally Left Blank)

11.8 *Owner's Association Fees.* (Intentionally Left Blank)

12. Representations and Warranties of Seller and Disclaimers.

12.1 Seller's warranties and representations shall survive the Closing and delivery of the deed for a period of 3 years, and any lawsuit or action based upon them must be commenced within such time period. Seller's warranties and representations are true, material and relied upon by Buyer and Brokers in all respects. Seller hereby makes the following warranties and representations to Buyer and Brokers:

(a) *Authority of Seller.* Seller is the owner of the Property and/or has the full right, power and authority to sell, convey and transfer the Property to Buyer as provided herein, and to perform Seller's obligations hereunder.

(b) *Maintenance During Escrow and Equipment Condition At Closing.* Except as otherwise provided in paragraph 9.1(n) hereof, Seller shall maintain the Property until the Closing in its present condition, ordinary wear and tear excepted.

(c) *Hazardous Substances/Storage Tanks.* Seller has no knowledge, except as otherwise disclosed to Buyer in writing, of the existence or prior existence on the Property of any Hazardous Substance, nor of the existence or prior existence of any above or below ground storage tank.

(d) *Compliance.* Seller has no knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any

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unfulfilled order or directive of any applicable governmental agency or casualty insurance company requiring any investigation, remediation, repair, maintenance or improvement be performed on the Property.

(e) *Changes in Agreements.* Prior to the Closing, Seller will not violate or modify any Existing Lease or Other Agreement, or create any new leases or other agreements affecting the Property, without Buyer's written approval, which approval will not be unreasonably withheld.

(f) *Possessory Rights.* Seller has no knowledge that anyone will, at the Closing, have any right to possession of the Property, except as disclosed by this Agreement or otherwise in writing to Buyer.

(g) *Mechanics' Liens.* There are no unsatisfied mechanics' or materialmen's lien rights concerning the Property.

(h) *Actions, Suits or Proceedings.* Seller has no knowledge of any actions, suits or proceedings pending or threatened before any commission, board, bureau, agency, arbitrator, court or tribunal that would affect the Property or the right to occupy or utilize same.

(i) *Notice of Changes.* Seller will promptly notify Buyer and Brokers in writing of any Material Change (see paragraph 9.1(o)) affecting the Property that becomes known to Seller prior to the Closing.

(j) *No Tenant Bankruptcy Proceedings.* Seller has no notice or knowledge that any tenant of the Property is the subject of a bankruptcy or insolvency proceeding.

(k) *No Seller Bankruptcy Proceedings.* Seller is not the subject of a bankruptcy, insolvency or probate proceeding.

(l) *Personal Property.* Seller has no knowledge that anyone will, at the Closing, have any right to possession of any personal property included in the Purchase Price nor knowledge of any liens or encumbrances affecting such personal property, except as disclosed by this Agreement or otherwise in writing to Buyer.

12.2 Buyer hereby acknowledges that, except as otherwise stated in this Agreement, Buyer is purchasing the Property in its existing condition and will, by the time called for herein, make or have waived all inspections of the Property Buyer believes are necessary to protect its own interest in, and its contemplated use of, the Property. The Parties acknowledge that, except as otherwise stated in this Agreement, no representations, inducements, promises, agreements, assurances, oral or written, concerning the Property, or any aspect of the occupational safety and health laws, Hazardous Substance laws, or any other act, ordinance or law, have been made by either Party or Brokers, or relied upon by either Party hereto.

12.3 In the event that Buyer learns that a Seller representation or warranty might be untrue prior to the Closing, and Buyer elects to purchase the Property anyway then, and in that event, Buyer waives any right that it may have to bring an action or proceeding against Seller or Brokers regarding said representation or warranty.

12.4 Any environmental reports, soils reports, surveys, feasibility studies, and other similar documents which were prepared by third party consultants and provided to Buyer by Seller or Seller's representatives, have been delivered as an accommodation to Buyer and without any representation or warranty as to the sufficiency, accuracy, completeness, and/or validity of said documents, all of which Buyer relies on at its own risk. Seller believes said documents to be accurate, but Buyer is advised to retain appropriate consultants to review said documents and investigate the Property.

13. Possession.

Possession of the Property shall be given to Buyer at the close of escrow.

14. Buyer's Entry.

At any time during the Escrow period, Buyer, and its agents and representatives, shall have the right at



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reasonable times and subject to rights of tenants, to enter upon the Property for the purpose of making inspections and tests specified in this Agreement. No destructive testing shall be conducted, however, without Seller's prior approval which shall not be unreasonably withheld. Following any such entry or work, unless otherwise directed in writing by Seller, Buyer shall return the Property to the condition it was in prior to such entry or work, including the re-compaction or removal of any disrupted soil or material as Seller may reasonably direct. All such inspections and tests and any other work conducted or materials furnished with respect to the Property by or for Buyer shall be paid for by Buyer as and when due and Buyer shall indemnify, defend, protect and hold harmless Seller and the Property of and from any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Buyer, its agents or employees in connection therewith.

15. Further Documents and Assurances.

The Parties shall each, diligently and in good faith, undertake all actions and procedures reasonably required to place the Escrow in condition for Closing as and when required by this Agreement. The Parties agree to provide all further information, and to execute and deliver all further documents, reasonably required by Escrow Holder or the Title Company.

16. Attorneys' Fees.

If any Party or Broker brings an action or proceeding (including arbitration) involving the Property whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees and costs. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

17. Prior Agreements/Amendments.

17.1 This Agreement supersedes any and all prior agreements between Seller and Buyer regarding the Property.

17.2 Amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller.

18. Broker's Rights. (Intentionally Left Blank)

19. Notices.

19.1 Whenever any Party, Escrow Holder or Brokers herein shall desire to give or serve any notice, demand, request, approval, disapproval or other communication, each such communication shall be in writing and shall be delivered personally, by messenger, or by mail, postage prepaid, to the address set forth in this agreement or by facsimile transmission, electronic signature, digital signature, or email.

19.2 Service of any such communication shall be deemed made on the date of actual receipt if personally delivered, or transmitted by facsimile transmission, electronic signature, digital signature, or email. Any such communication sent by regular mail shall be deemed given 48 hours after the same is mailed. Communications sent by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed delivered 24 hours after delivery of the same to the Postal Service or courier. If such communication is received on a Saturday, Sunday or legal holiday, it shall be deemed

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received on the next business day.

19.3 Any Party or Broker hereto may from time to time, by notice in writing, designate a different address to which, or a different person or additional persons to whom, all communications are thereafter to be made.

20. Duration of Offer. (Intentionally Left Blank)

21. LIQUIDATED DAMAGES. (Intentionally Left Blank)

22. ARBITRATION OF DISPUTES. (Intentionally Left Blank)

23. Miscellaneous.

23.1 **Binding Effect.** Buyer and Seller both acknowledge that they have carefully read and reviewed this Agreement and each term and provision contained herein. In addition, this Agreement shall be binding on the Parties without regard to whether or not paragraphs 21 and 22 are initialed by both of the Parties. Paragraphs 21 and 22 are each incorporated into this Agreement only if initialed by both Parties at the time that the Agreement is executed.

23.2 **Applicable Law.** This Agreement shall be governed by the laws of the state in which the Property is located. Any litigation or arbitration between the Parties hereto concerning this Agreement shall be initiated in the county in which the Property is located.

23.3 **Time of Essence.** Time is of the essence of this Agreement.

23.4 **Counterparts.** This Agreement may be executed by Buyer and Seller in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Escrow Holder, after verifying that the counterparts are identical except for the signatures, is authorized and instructed to combine the signed signature pages on one of the counterparts, which shall then constitute the Agreement.

23.5 **Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.**

23.6 **Conflict.** Any conflict between the printed provisions of this Agreement and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions. **Seller and Buyer must initial any and all handwritten provisions.**

23.7 **1031 Exchange.** Both Seller and Buyer agree to cooperate with each other in the event that either or both wish to participate in a 1031 exchange. Any party initiating an exchange shall bear all costs of such exchange. The cooperating Party shall not have any liability (special or otherwise) for damages to the exchanging Party in the event that the sale is delayed and/or that the sale otherwise fails to qualify as a 1031 exchange.

23.8 **Days.** Unless otherwise specifically indicated to the contrary, the word "days" as used in this Agreement shall mean and refer to calendar days.

24. Disclosures Regarding The Nature of a Real Estate Agency Relationship. (Intentionally Left Blank)

25. Construction of Agreement. In construing this Agreement, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Agreement. Whenever required by the context, the singular shall include the plural and vice versa. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

26. Additional Provisions.

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Additional provisions of this over, if any, are as follows or are attached hereto by an addendum or addenda: (If there are no additional provisions write "NONE".)

a)None

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS AGREEMENT OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

- 1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT.**
- 2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PROPERTY. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE INTEGRITY AND CONDITION OF ANY STRUCTURES AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE.**

WARNING: IF THE PROPERTY IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THIS AGREEMENT MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

NOTE:

- 1. THIS FORM IS NOT FOR USE IN CONNECTION WITH THE SALE OF RESIDENTIAL PROPERTY.**
- 2. IF EITHER PARTY IS A CORPORATION, IT IS RECOMMENDED THAT THIS AGREEMENT BE SIGNED BY TWO CORPORATE OFFICERS.**

The undersigned Buyer offers and agrees to buy the Property on the terms and conditions stated and acknowledges receipt of a copy hereof.

BUYER

Berkshire Investments, LLC

By: _____

Date: _____

Name: _____

Title: _____

By:  _____
51636D69AD4C47C...

Date: October 4, 2021

Name: Brad Hileman

Title: Vice President

Address: 411 Walker Street, Watsonville, CA 95076

Phone: 626-688-2710

 Email: brad.hileman@berry.net

27. Acceptance.

27.1 Seller accepts the foregoing offer to purchase the Property and hereby agrees to sell the Property to Buyer on the terms and conditions therein specified.

NOTE: A PROPERTY INFORMATION SHEET IS REQUIRED TO BE DELIVERED TO BUYER BY SELLER UNDER THIS AGREEMENT.

SELLER

County of Monterey, a political subdivision of the State of California

By: _____ Date: _____
Name: Randel Ishii, MS, PE, TE and PTOE
Title: Director of Public Works, Facilities & Parks
Address: 1441 Schilling Place, Second Floor, Salinas, CA 93901
Phone: 831-784-5647
Email: ishiir@co.monterey.ca.us

Approval as to Form

By: _____ Date: _____
Name: _____
Title: _____

**AIR CRE. 500 North Brand Blvd, Suite 900, Glendale, CA 91203,
Tel 213-687-8777, Email contracts@aircre.com**

NOTICE: No part of these works may be reproduced in any form without permission in writing.

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Attachment D

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Memorandum of Understanding Between The County of Monterey and Pajaro Sunny Mesa Community Services District

This Memorandum of Understanding (MOU) between the County of Monterey, (hereafter, "County") and the Pajaro Sunny Mesa Community Services District ("PSMCSD") (collectively "the Parties") sets forth the roles and responsibilities of each party regarding the County allocating the County's portion of the net sale proceeds from the sale of Assessor's Parcel Number (APN) 117-221-034, also known as the Pajaro Agricultural Lot (hereafter, the Property), to PSMCSD.

Recitals

Whereas, the Property was one of four parcels deeded to the Redevelopment Agency of the County of Monterey from the Granite Construction Company to support development of a community park, but likely due to its geographic separation was not included in the plans for the park that was ultimately developed and named Pajaro Community Park;

Whereas, following the dissolution of the Redevelopment Agency in 2012, the Successor Agency to the Redevelopment Agency of the County of Monterey retained ownership of the Property;

Whereas, all property owned by a Successor Agency to a Redevelopment Agency must be disposed of, either through sale or other disposition, in accordance with an approved Long-Range Property Management Plan (LRPMP);

Whereas, the County's LRPMP was approved by the Department of Finance Oversight Board on April 17, 2014, requiring the Property to be sold for fair market value;

Whereas, Health and Safety Code Section 34191.5(B) states that proceeds from a liquidated property listed to be sold in a LRPMP are to be distributed to identified local taxing entities;

Whereas, the County has entered into a contract for the sale of the Property for a mutually satisfactory sales price of \$35,500 ("Sale");

Whereas, PSMCSD is a Community Services District who is responsible for the management of the Pajaro Community Park; and

Whereas, the County wishes to allocate its portion of the Sale, estimated at \$5,000, to PSMCSD for ongoing maintenance costs towards the Pajaro Community Park;

Now, therefore, the parties agree as follows:

Purpose

The purpose of this MOU is to provide PSMCSD with the County's portion of the net sales proceeds following the Sale, for the ongoing maintenance of the Pajaro Community Park.

This MOU is to provide one-time funding to PSMCSD for the ongoing maintenance of the Pajaro Community Park and to establish an understanding between the County and PSMCSD regarding the roles and responsibilities of said Parties.

Roles

Upon close of escrow, the County shall provide PSMCSD with the County's portion, estimated at \$5,000, of the net sales proceeds from the Sale.

PSMCSD shall accept the County's portion, estimated at \$5,000, of the net sales proceeds from the Sale, towards ongoing maintenance of the Pajaro Community Park.

Other Provisions

Funds will be dispersed upon the close of escrow and completion of the Sale.

Any action to modify or amend this MOU shall be done in writing. The party requesting the modification or amendment shall give the other party ninety (90) days written notice of any such proposed action which shall be subject to the mutual agreement of the parties to this MOU. Any modification or amendment to this MOU shall be in writing and shall be executed by and between the parties.

This MOU shall automatically terminate if the Sale is not completed within 180 days of the execution of this MOU, unless extended by the parties.

The individuals executing this MOU on behalf of the parties represent and warrant that he or she has the requisite authority to enter into this MOU on behalf of said party.

This MOU shall become effective upon the last date opposite the respective signatures below.

County of Monterey**Pajaro Sunny Mesa****Community Services District**

BY: _____
Randell Ishii, MS, PE, TE, PTOE,
Director of Public Works, Facilities and Parks

BY: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:
Office of the County Counsel
Leslie J. Girard, County Counsel

BY: _____
Kristi Markey, Deputy County Counsel

BY: _____

Dated: _____

Dated: _____

Attachment E

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

Resolution No.: _____

Adopt a resolution to:)
a. Approve the Quitclaim Deed and Vacant)
Land Purchase Agreement between the)
County and Berkshire Investments, LLC, for)
the conveyance of an approximately 30,900)
square foot vacant parcel located near the)
Pajaro Community Park in the)
unincorporated community of Pajaro,)
California, identified as Assessor's Parcel)
Number 117-221-034, pursuant to the)
Successor Agency to the Redevelopment)
Agency of the County of Monterey's Long)
Range Property Management Plan (LRPMP);)
b. Authorize the Public Works, Facilities,)
and Parks Director to execute the Quitclaim)
Deed, the Vacant Land Purchase Agreement,)
and any related documents needed to)
complete the transaction, including, but not)
limited to, any future amendments to the)
Agreement subject to the review and)
approval of the Office of the County)
Counsel;)
c. Find the subject property to be transferred)
is exempt surplus land pursuant to)
Government Code section 54221(b)(2);)
d. Find that the subject property transfer is)
categorically exempt from the California)
Environmental Quality Act (CEQA) pursuant)
to CEQA Guidelines section 15312;)
e. Approve and authorize the Public Works,)
Facilities, and Parks Director to execute a)
Memorandum of Understanding (MOU))
between Pajaro Sunny Mesa Community)
Services District (PSMCSD) and the County)
to allocate the County's portion of the net)
sale proceeds (estimated at \$5,000) to)
PSMCSD for future improvements to the)
Pajaro Community Park; and)
f. Authorize the Auditor-Controller to make))
payments in accordance with the terms of the)
MOU.)

WHEREAS, the subject property, identified as Assessor's Parcel Number (APN) 117-221-034, hereafter, referred to as the "Property", is approximately 30,900 square feet in size, has

a zoning of Farmland/Agriculture, and is located near Cayetano Street and the Pajaro Community Park in the unincorporated community of Pajaro, California; and,

WHEREAS, the Property was deeded to the Redevelopment Agency of the County of Monterey, hereafter, “Redevelopment Agency”, from the Granite Construction Company and following the dissolution of the Redevelopment Agency, the Successor Agency to the Redevelopment Agency of the County of Monterey, hereafter, “Successor Agency”, has retained ownership of the Property; and,

WHEREAS, in 2010, the Redevelopment Agency received four (4) parcels from Granite Construction Company for the development of the Pajaro Community Park and upon completion of the Pajaro Community Park, three (3) of the four (4) parcels were deeded to the Pajaro Sunny Mesa Community Services District (PSMCSD), however likely due to the Property’s physical separation from the Pajaro Community Park parcels by the Southern Pacific Railroad tracks, the Property was not included in the transfer to PSMCSD and was retained by the Redevelopment Agency; and,

WHEREAS, California Assembly Bill 1X 26, enacted on June 28, 2011, and upheld by the California Supreme Court on December 29, 2011, dissolved all California redevelopment agencies effective February 1, 2012, through amendments to the California Health and Safety Code; and,

WHEREAS, pursuant to Sections 34173, 34175, and 34176 of the Amended Code, and by operation of law, the Successor Agency has assumed the rights, duties, and obligations of the Redevelopment Agency and all property owned by (now former) redevelopment agencies must be disposed of, either through sale or other disposition, in accordance with a Long-Range Property Management Plan (LRPMP) approved by the California Department of Finance (DOF); and,

WHEREAS, the Successor Agency’s LRPMP was approved by the DOF Oversight Board on April 17, 2014, which designates the Property to be sold to an adjacent landowner for fair market value; and,

WHEREAS, on April 22, 2021, staff posted the availability of the Property for purchase on the open market via online commercial real estate marketing platforms for a listing period of sixty (60) days and sent notification of the availability of the Property to the adjacent farmland owner; and,

WHEREAS, on June 4, 2021, staff received a letter of interest from the adjacent farmland owner Berkshire Investments, LLC, offering a tentative range of \$15,000 to \$25,000 for the Property; and,

WHEREAS, following the completion of the Sixty-day noticing period and after receiving only one letter of interest, the County and Berkshire Investments, LLC, entered in good faith negotiations to determine a mutually satisfactory sales price and terms and have agreed upon the sales price of \$35,500; and,

WHEREAS, health and Safety Code Section 34191.5(B) states that proceeds from the liquidated Property from the LRPMP are to be distributed to identified taxing entities, and with Board approval, the County’s portion of the net proceeds, estimated at \$5,000, are to be

distributed to PSMCSD and will go directly towards the benefit of the Pajaro Community Park; and,

WHEREAS, the property transfer is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15312 regarding Surplus Government Property Sales (Class 12), as the Property does not have any significant value for wildlife habitat or other environmental purposes, and the Property is of such size, shape, and inaccessibility that it is likely incapable of independent development or use.

NOW, THEREFORE, the Board of Supervisors for the County of Monterey hereby resolves as follows:

- a. The above recitals are true and correct;
- b. Approve the Quitclaim Deed and Vacant Land Purchase Agreement between the County and Berkshire Investments, LLC, for the conveyance of an approximately 30,900 square foot vacant parcel located near the Pajaro Community Park in the unincorporated community of Pajaro, California, identified as Assessor's Parcel Number 253-192-015, pursuant to the Successor Agency to the Redevelopment Agency of the County of Monterey's Long Range Property Management Plan (LRPMP);
- c. Authorize the Public Works, Facilities, and Parks Director to execute the Quitclaim Deed, the Vacant Land Purchase Agreement, and any related documents needed to complete the transaction, including, but not limited to, any future amendments to the Agreement subject to the review and approval of the Office of the County Counsel;
- d. Find the subject property to be transferred is exempt surplus land pursuant to Government Code section 54221(b)(2);
- e. Find that the subject property transfer is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15312;
- f. Approve and authorize the Public Works, Facilities, and Parks Director to execute a Memorandum of Understanding (MOU) between Pajaro Sunny Mesa Community Services District (PSMCSD) and the County to allocate the County's portion of the net sale proceeds (estimated at \$5,000) to PSMCSD for future improvements to the Pajaro Community Park; and
- g. Authorize the Auditor-Controller to make payments in accordance with the terms of the MOU.

PASSED AND ADOPTED upon this 19th day of October 2021, by the following vote, to wit:

AYES:

NOES:

ABSENT:

I, Valerie Ralph, 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 resolution of said Board of Supervisors duly made and entered in the minutes thereof Minute Book _____ for the meeting on _____

Dated:

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

By _____,
Deputy

Attachment F

MONTEREY COUNTY

PUBLIC WORKS, FACILITIES & PARKS



Randell Ishii, MS, PE, TE, PTOE, Director

1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

(831) 755-4800
www.co.monterey.ca.us

April 22, 2021

Berkshire Investments, LLC
411 Walker St,
Watsonville, CA 95076

Attention: Brad Hileman, Registered Agent

SUBJECT: Proposed Sale of Agricultural Parcel
APN 117-221-034

Dear Mr. Hileman,

In 2010, the Redevelopment Agency of the County of Monterey acquired property from Granite Construction, Inc., in order to develop the Pajaro Community Park. As part of that land acquisition, Granite Construction also conveyed a 0.7-acre parcel (APN 117-221-034) located immediately adjacent to property owned by your firm (APN 117-221-033) in northern Monterey County (map attached).

In 2011 the passage of California Assembly Bill 1X 26 (the "Dissolution Act") dissolved all California redevelopment agencies, and the Successor Agency to the Redevelopment Agency of the County of Monterey (County of Monterey), has assumed the rights, duties, and obligations pertaining to all functions of the Redevelopment Agency, and as such has assumed the rights, duties, and obligations pertaining to this property. The Successor Agency has approved a proposal that the property be sold to a private person or company, for fair market value.

In addition, pursuant to Government Code Section 54220 et seq, (the "California Surplus Lands Act"), the County of Monterey is required to send a notice of availability to local, regional, and state public agencies and organizations regarding the opportunity to purchase the subject surplus parcel. As of the date of this letter, the County of Monterey has sent a notice of availability to all applicable public agencies and organizations. All noticed agencies and organizations have a 60-day period to submit a letter of interest to the County of Monterey.

To this end, if your firm is interested in purchasing the subject surplus parcel, please contact Ivo Basor, Management Analyst, at 831-796-6427 or basori@co.monterey.ca.us to arrange a time to discuss the subject sale.

Sincerely,

George K. Salcido
PWFP-Real Property Specialist

Attachments: Attachment A – Surplus Property Location Map
Attachment B – Surplus Property Informational Spreadsheet

Attachment G

**Berkshire Investments, LLC
411 Walker Street
Watsonville, CA 95076**

June 4, 2021

Via email: basori@co.monterey.ca.us
Ivo Basor
Management Analyst
Monterey County – Department of Public Works, Facilities, and Parks
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527

RE: APN 117-221-034

Dear Ivo,

This correspondence is in response to the letter we received, dated April 22, 2021, from George K. Salcido (on behalf of Monterey County) and following from my phone call with you on May 7, 2021.

We are pleased to submit this Indication of Interest ("IOI") which sets forth the general terms and conditions under which Berkshire Investments, LLC ("Berkshire") would purchase the subject surplus land, APN 117-221-034 ("Subject Parcel") currently owned by Monterey County.

Subject to entering into a formal agreement, the terms of which would be customary in Monterey County, and satisfaction with its due diligence, Berkshire hereby submits this indication of interest to purchase the Subject Parcel for a to be determined value ranging from \$15,000-\$25,000, which equates to approximately \$21,000 to \$35,000 per acre. The Subject Parcel is located adjacent to parcels 117-221-002 and 117-221-033, currently owned by Berkshire. We propose using the Subject Parcel as an extension of our existing agricultural operation on Berkshire's adjacent land, including the possible addition of farmworker housing in connection with our adjacent parcels.

If the terms of this IOI are acceptable to Monterey County, and subject to the requirements under the California Surplus Lands Act governing the Subject Parcel, the parties shall mutually endeavor to negotiate and enter into a formal agreement for the purchase of the Subject Parcel.

We look forward to hearing from you on next steps.

Regards,



Brad Hileman
Vice President
Berkshire Investments, LLC

Attachment H

**Berkshire Investments, LLC
411 Walker Street
Watsonville, CA 95076**

July 26, 2021

Via email: basori@co.monterey.ca.us
Ivo Basor
Management Analyst
Monterey County – Department of Public Works, Facilities, and Parks
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527

RE: APN 117-221-034

Dear Ivo,

This correspondence is in response to our telephone conversation on July 23, 2021 and subsequent to our original indication of interest submitted on June 4, 2021 in connection with the aforementioned parcel, APN 117-221-034 ("Subject Parcel") currently owned by Monterey County.

We hereby submit this revised indication of interest ("IOI") of \$35,500 to purchase the 0.71-acre Subject Parcel. Our offer represents a value of \$50,000 per acre. For a small, orphaned parcel of land without a well, we believe this captures a full and fair valuation of the Subject Parcel. I would highlight that this revised IOI is \$10,500 above the high-end of our initial valuation range, which we have increased in good faith. If there are other parties interested in paying a higher price, we will respectfully stand down.

Best Regards,



Brad Hileman
Vice President
Berkshire Investments, LLC

Attachment I

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**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov



July 14, 2021

Ivo Basor
Management Analyst
Monterey County – Department of Public Works, Facilities, and Parks
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Dear Ivo Basor:

**RE: Written Comments Regarding Monterey County's Land Disposition
Documentation for the property proximate to Cayetano Street (APN 117-221-
034-000).**

Thank you for submitting your documentation for review by the Department of Housing and Community Development (HCD) for the purposes of disposing of the land near Cayetano Street in the City of Pajaro. We received your documentation on June 18, 2021.

The Surplus Land Act (SLA) has provisions that address land held in a long-range property management plan that was approved by the Department of Finance pursuant to Health and Safety Code section 34191.5. Government Code section 54221(b)(2) states:

"Surplus land" includes land held in the Community Redevelopment Property Trust Fund pursuant to Section 34191.4 of the Health and Safety Code and land that has been designated in the long-range property management plan approved by the Department of Finance pursuant to Section 34191.5 of the Health and Safety Code, either for sale or for future development, but does not include any specific disposal of land to an identified entity described in the plan.

The SLA provides that surplus land "does not include any specific disposal of land to an identified entity described in the plan." The County of Monterey's long-range property management plan makes specific reference to the disposition of property near Cayetano Street in the City of Pajaro to the adjacent land owner, Berkshire Investments, LLC (see pages 3, 20 & Attachment B of the Plan at

<http://www2.co.monterey.ca.us/EconomicDevelopment/pdf/2014-04-17%20Successor%20%20Agency%20LRPMP%20approved%20by%20OB.pdf>).

HCD determines that you have met the requirements under the SLA for the purposes of disposing of the land near Cayetano Street in the City of Pajaro. The County is permitted to proceed with the sale of the property to the adjacent landowner, as described in the County's long-range property management plan.

The County or its representatives may send any questions to publiclands@hcd.ca.gov.

Sincerely,

A handwritten signature in blue ink, reading "Sasha Wisotsky Kergan".

Sasha Wisotsky Kergan
Unit Chief
Housing Policy Development

Attachment J

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MONTEREY COUNTY
SUCCESSOR AGENCY
LONG RANGE PROPERTY MANAGEMENT PLAN

Approved by the Oversight Board on:

April 17, 2014

MONTEREY COUNTY
SUCCESSOR AGENCY
LONG RANGE PROPERTY MANAGEMENT PLAN SUMMARY

Approved by Oversight Board April 17, 2014

EXECUTIVE SUMMARY

In 2012 the Redevelopment Agency of the County of Monterey, along with all other redevelopment agencies in the State, was dissolved pursuant to Assembly Bill 1x26. On January 10, 2012 the County Board of Supervisors elected to serve as the Successor Agency. The Successor Agency is charged with undertaking the activities required to unwind the affairs of the former Redevelopment Agency (RDA). The Successor Agency activities are overseen by an Oversight Board. On June 27, 2012, Governor Brown signed into law Assembly Bill 1484 (AB1484) that made substantial changes to the RDA dissolution process. One of the key components of AB1484 is the requirement that all successor agencies develop a Long Range Property Management Plan (LRPMP), which governs the disposition and use of all properties owned by the Successor Agency. Once approved by the Successor Agency, the LRPMP must be approved by the Oversight Board and submitted to the State Department of Finance (DOF) for review and a final determination.

On October 18, 2013 the Monterey County Successor Agency received a “Finding of Completion” letter from the DOF. That letter states that the LRPMP must be submitted to the DOF not later than April 18, 2014. This document is the LRPMP for the Monterey County Successor Agency.

The former Redevelopment Agency of Monterey County included three Project Areas: Castroville-Pajaro, Boronda, and portions of the former Fort Ord. Properties owned by the RDA at the time of dissolution and now owned by the Successor Agency include three (3) properties in Pajaro and Castroville and thirteen (13) properties on the former Fort Ord. No Successor Agency-owned properties are located in Boronda.

The Successor Agency currently owns a total of sixteen (16) properties that are subject to disposition under the Dissolution Act and are included in this Long Range Property Management Plan.

Disposition Overview

The Dissolution Act essentially provides for four forms of disposition of properties: 1) transfers for continued governmental use; 2) retention for development; 3) sale with proceeds going to the taxing entities; or 4) retention to meet an enforceable obligation.

1) Transfers for Continued Governmental Use:

The Successor Agency proposes to transfer ten (10) properties to the County for continued governmental/public use. Their disposition is summarized below and further described in detail in the property profile section of this LRPMP, which includes compliance with the requirements set forth in Health and Safety Code Section 34191.5.

Porter Vallejo Mansion

This property is being used for County offices, a public library, and a health clinic. The property has been used for governmental and public use since it was purchased by the former RDA in 1987. The County has continued to manage the property under a lease from the RDA. The LRPMP proposes to transfer this property to the County for continued public use.

Japanese Schoolhouse

This property was acquired by the former RDA in 2000, restored and leased to the North County Recreation and Parks District for use as a community space. This building is well used for a wide range of community functions. The LRPMP proposed to transfer this property to the County for continuation of the existing public use.

Fort Ord Properties

The properties on the former Fort Ord are subject to a complex set of policy documents and land use restrictions and agreements. Existing property boundaries do not correspond to land use designations, and habitat areas are found throughout the parcels. The limited areas that could potentially be developed are very constrained by adjacent restricted areas, water allocations, other infrastructure limitations, and relationships to other jurisdictions. These potential areas of development are not contained within single parcels and in some cases are a percentage of larger areas made up of multiple parcels with no specific development areas actually defined. It was never contemplated that the areas designated for potential development would be transferred or sold independent of other related planning activities taking place first in compliance with the *Fort Ord Base Reuse Plan* and other restrictions that are in place. The LRPMP therefore proposes that all the Successor Agency-owned properties located on Fort Ord be transferred to the County to be managed with other County-owned parcels in compliance with the policy documents and restrictive covenants as part of the overall Base Reuse Plan implementation.

Additionally, the Oversight Board noted that the certain parcels known as the “Landfill Border Parcels” (APN 031-101-040, 037-161-041, 031-101-056, and 031-101-042) are subject to numerous restrictions related to habitat management, and have been determined to be critical to the implementation of the base-wide habitat preservation, management, and open space provisions of the adopted Fort Ord Base Reuse Plan and related environmental policies and restrictions.

2) Retention by Successor Agency for Development

There are no properties in the category.

3) Properties That Will Be Sold:

The Successor Agency currently owns one property that will need to be sold. It is a .71 acre property that is generally within an agricultural property under private ownership in Pajaro across the railroad tracks from the new Pajaro Park. It is currently being farmed by the adjacent landowner without the benefit of a lease. The property was transferred to the former redevelopment agency as part of the land donation for the Pajaro Park. Since it is not part of the park project and has no development potential it is proposed to be sold to the adjacent land owner for fair market value.

4) Retention by the Successor Agency to Meet an Enforceable Obligation:

The Successor Agency currently owns five (5) properties that must be retained to meet the obligations of the East Garrison Development and Disposition Agreement (DDA), entered into in 2005. The DDA specifies exactly what each of these properties is to be used for and how they ultimately transfer from the Successor Agency to another entity primarily for public facilities, artist studios and other public uses.

INTRODUCTION

The former Redevelopment Agency of the County of Monterey (RDA) acquired a number of properties located within the Project Areas that transferred to the Successor Agency on February 1, 2012. A summary of the property profiles included in the Long Range Property Management Plan (LRPMP) are presented below. Referenced documents, such as Disposition and Development Agreements (DDAs) and Lease Agreements, are available for review upon request. The Successor Agency-owned properties that must be disposed of are grouped into three of the four allowed categories: 1) Properties that are proposed to be transferred to the County or other entity for continued public use and purpose; 2) Properties that are to be sold; and 3) Properties to be retained by the Successor Agency for a period of time in order to meet an “enforceable obligation” as approved by the State Department of Finance (DOF).

Overview of Fort Ord Properties

Successor Agency-owned properties located on the former Fort Ord are subject to numerous policy documents, restrictions, agreements and land use covenants that are unique to this former military base. Multiple jurisdictions are involved at various levels. This complex set of circumstances requires special consideration related to disposing of the properties. Primary regulatory documents and other considerations are summarized below. Additional information is included in attachment A.

- All Successor Agency-owned properties on Fort Ord are subject to the 1997 Fort Ord Reuse Authority (FORA) *Base Reuse Plan* (BRP), which sets forth land use, infrastructure, and resource management requirements and restrictions base-wide. The cities of Seaside, Marina, Del Rey Oaks, and Monterey, the County, and other public entities such as CSUMB, UCSC, and BLM, all have properties subject to the BRP. As part of the adoption of the Base Reuse Plan a Final EIR was certified and contains specific mitigation measures, including requirements related to Base-wide infrastructure, habitat and open space. Due to resource constraints, water and residential units are allocated by jurisdiction under the BRP and FEIR.
- All Successor Agency-owned properties on Fort Ord are subject to a Base-wide Habitat Management Plan (HMP) also adopted in 1997. The HMP addresses federally-listed animal and plant species, and sets forth a complex program based on preservation and enhancement of specific habitat areas as mitigation for development in other areas.
- All Successor Agency-owned properties on Fort Ord are subject to an Implementation Agreement executed in 2001 and subsequently amended, which provides specific processes and provisions related to land transfers, property clean-up process, and financial obligations relating to property sales and lease proceeds. Specifically, FORA is entitled to 50% of all land sale and lease proceeds prior to distribution to other entities.

- Individual properties are subject to specific provisions in the deeds that transferred them from FORA to the former RDA. In some cases the deeds require prior approval of any sale or transfer by the U.S. Fish and Wildlife Service (USFWS).
- A draft Habitat Conservation Plan (HCP) has been completed and is expected to be adopted by all the participating jurisdictions this coming year. It provides requirements for protecting State-listed plant and animal species, and builds off the HMP relative to setting aside habitat areas as mitigation for development.
- Prior to transfer from the Army to FORA and then on to the receiving jurisdictions, all properties are cleared of contamination and hazardous materials (unexploded ordnance). The degree of remediation performed is specified dependent on the ultimate land use as provided in the Base Reuse Plan, with properties designated for future residential use having the highest degree of remediation, and properties designated for non-development (habitat reserve) having the lowest degree of remediation.
- Successor Agency-owned properties surrounding the Army-owned and currently active Landfill are restricted by a Landfill “Buffer Zone” intended to address groundwater and methane gas contamination. This Buffer Zone places restrictions on the types of land uses that are allowed to be developed.

Property Profiles and Proposed Disposition

Governmental Purpose Properties:

The Dissolution Act distinguishes properties that are owned by the Successor Agency that are determined to be used as a qualifying governmental purpose. In these cases (as determined by DOF), the Oversight Board may direct the Successor Agency to “transfer ownership of those assets that were constructed and used for a governmental purpose, such as roads, school buildings, parks, police and fire stations, libraries, and local agency administrative buildings, to the appropriate public jurisdiction pursuant to any existing agreements relating to the construction or use of such an asset” (Health and Safety Code section 34181(a)). The Monterey County Successor Agency owns two (2) properties in Pajaro and Castroville that meet this definition. In addition, properties on Fort Ord are subject to multiple policy and regulatory/restrictive documents and relate to an overall program for open space and habitat. As such the Monterey County Successor Agency considers these eight (8) properties to be governmental purpose properties. Therefore there are a total of ten (10) separate properties in this category.

PAJARO

Porter Vallejo Mansion & Clinica de Salud

Map details include:

- Roads:** Riverside Dr, Porter Dr, San Juan Rd, Salinas Rd.
- Waterways:** Pajaro River.
- Parcel Numbers (APNs):** 117381099000, 117381030000, 117401099000, 117401003000, 117401004000, 117401006000, 117401007000, 117401008000, 117401009000, 117391019000, 117391009000, 117391010000, 117291017000, 117261005000, 117403008000, 117403010000, 117403012000, 117403013000, 117251001000, 117231049000, 117231004000, 117231024000, 117241006000, 117231019000, 117231024000, 117221033000, 117221033000, 117221027000, 117221005000, 117264001000, 117403002000, 117403003000, 117403004000, 117403005000, 117403006000, 117403007000, 117403008000, 117403009000, 117403010000, 117403011000, 117403012000, 117403013000, 117403014000, 117403015000, 117403016000, 117403017000, 117403018000, 117403019000, 117403020000, 117403021000, 117403022000, 117403023000, 117403024000, 117403025000, 117403026000, 117403027000, 117403028000, 117403029000, 117403030000, 117403031000, 117403032000, 117403033000, 117403034000, 117403035000, 117403036000, 117403037000, 117403038000, 117403039000, 117403040000, 117403041000, 117403042000, 117403043000, 117403044000, 117403045000, 117403046000, 117403047000, 117403048000, 117403049000, 117403050000, 117403051000, 117403052000, 117403053000, 117403054000, 117403055000, 117403056000, 117403057000, 117403058000, 117403059000, 117403060000, 117403061000, 117403062000, 117403063000, 117403064000, 117403065000, 117403066000, 117403067000, 117403068000, 117403069000, 117403070000, 117403071000, 117403072000, 117403073000, 117403074000, 117403075000, 117403076000, 117403077000, 117403078000, 117403079000, 117403080000, 117403081000, 117403082000, 117403083000, 117403084000, 117403085000, 117403086000, 117403087000, 117403088000, 117403089000, 117403090000, 117403091000, 117403092000, 117403093000, 117403094000, 117403095000, 117403096000, 117403097000, 117403098000, 117403099000, 117403100000, 117403101000, 117403102000, 117403103000, 117403104000, 117403105000, 117403106000, 117403107000, 117403108000, 117403109000, 117403110000, 117403111000, 117403112000, 117403113000, 117403114000, 117403115000, 117403116000, 117403117000, 117403118000, 117403119000, 117403120000, 117403121000, 117403122000, 117403123000, 117403124000, 117403125000, 117403126000, 117403127000, 117403128000, 117403129000, 117403130000, 117403131000, 117403132000, 117403133000, 117403134000, 117403135000, 117403136000, 117403137000, 117403138000, 117403139000, 117403140000, 117403141000, 117403142000, 117403143000, 117403144000, 117403145000, 117403146000, 117403147000, 117403148000, 117403149000, 117403150000, 117403151000, 117403152000, 117403153000, 117403154000, 117403155000, 117403156000, 117403157000, 117403158000, 117403159000, 117403160000, 117403161000, 117403162000, 117403163000, 117403164000, 117403165000, 117403166000, 117403167000, 117403168000, 117403169000, 117403170000, 117403171000, 117403172000, 117403173000, 117403174000, 117403175000, 117403176000, 117403177000, 117403178000, 117403179000, 117403180000, 117403181000, 117403182000, 117403183000, 117403184000, 117403185000, 117403186000, 117403187000, 117403188000, 117403189000, 117403190000, 117403191000, 117403192000, 117403193000, 117403194000, 117403195000, 117403196000, 117403197000, 117403198000, 117403199000, 117403200000, 117403201000, 117403202000, 117403203000, 117403204000, 117403205000, 117403206000, 117403207000, 117403208000, 117403209000, 117403210000, 117403211000, 117403212000, 117403213000, 117403214000, 117403215000, 117403216000, 117403217000, 117403218000, 117403219000, 117403220000, 117403221000, 117403222000, 117403223000, 117403224000, 117403225000, 117403226000, 117403227000, 117403228000, 117403229000, 117403230000, 117403231000, 117403232000, 117403233000, 117403234000, 117403235000, 117403236000, 117403237000, 117403238000, 117403239000, 117403240000, 117403241000, 117403242000, 117403243000, 117403244000, 117403245000, 117403246000, 117403247000, 117403248000, 11740324900



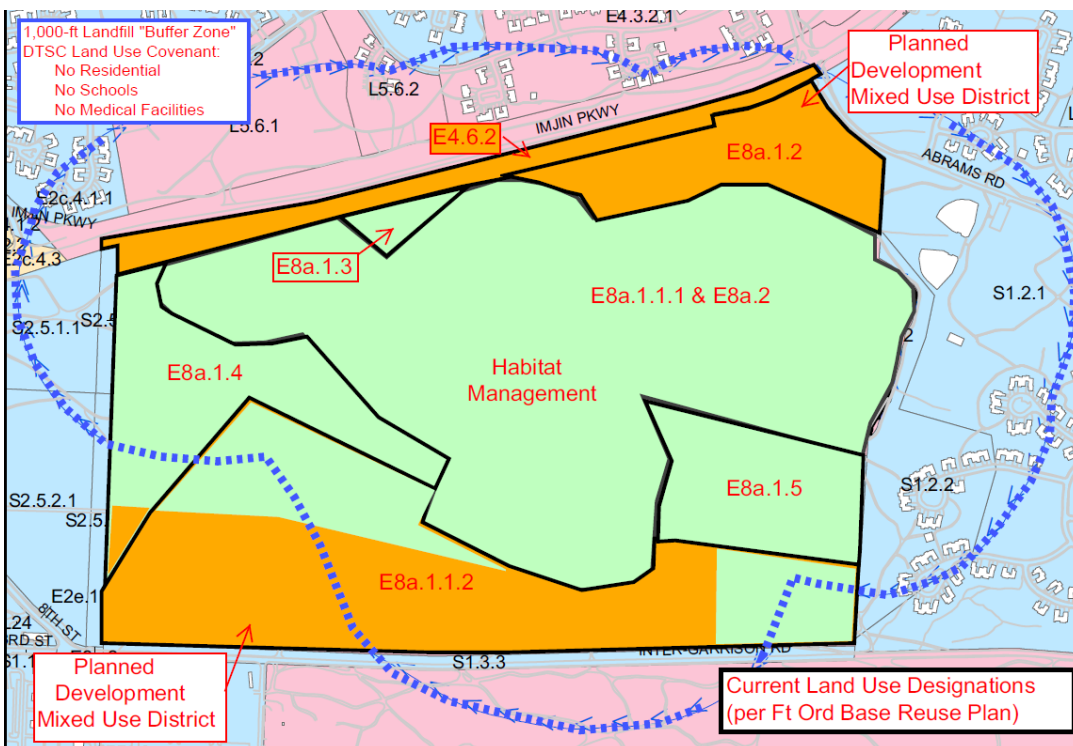
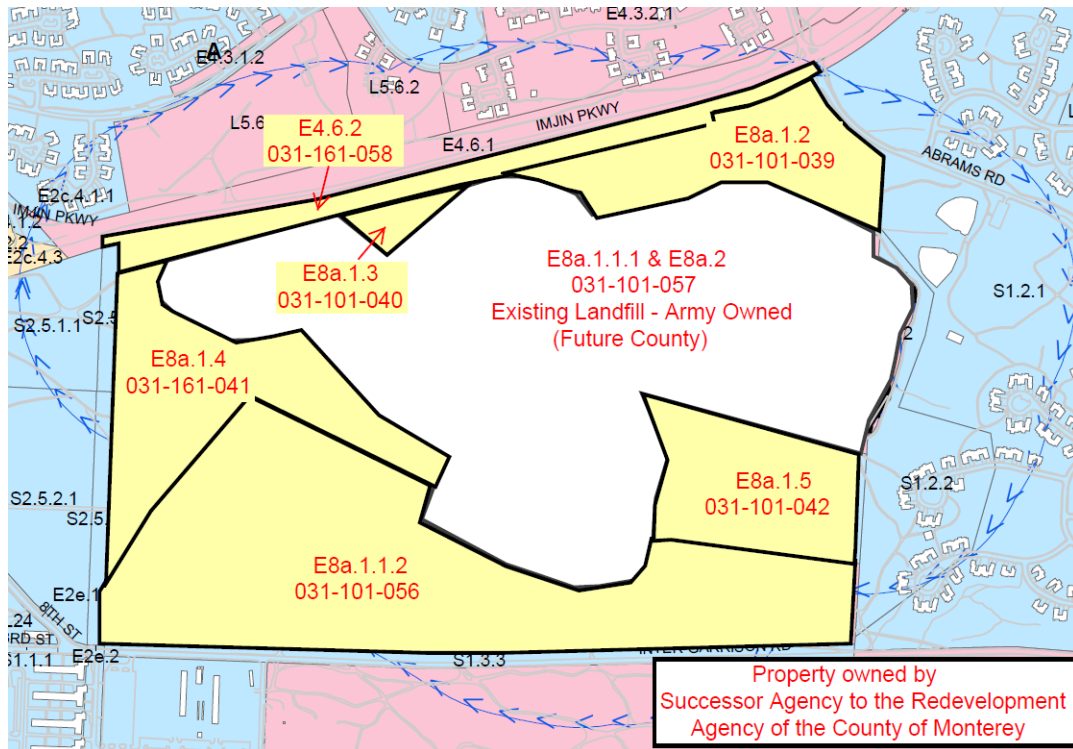
Japanese School – (APN 030-102-003). This property totals approximately 0.2 acre located on the corner of Pajaro and Geil Streets in Castroville. The former RDA acquired the property in 2000 from the North Monterey County Unified School District. The property is developed with the 1,500 square foot historic Japanese Schoolhouse building. It has been used continuously as a community facility under RDA ownership since 2000. It was constructed and used as a Japanese-language and cultural school for many years by the local Japanese farmworker community. The property is adjacent to a neighborhood park owned and operated by the North County Recreation and Parks District (NCRPD). The former RDA spent approximately \$950,000 on renovations to the building and outdoor spaces, which include an historic interpretive display. In 2008 the facility was leased by the RDA to the NCRPD for \$1 per year for a term of 20 years with options to extend. The NCRPD uses the facility for a wide range of community events, classes, and meetings. This property is proposed to transfer to the County, under the terms of the existing lease, to continue the existing use.





Fort Ord Properties

“Landfill Border” Parcels



Fort Ord Landfill Border E8a.1.3 – (APN 031-101-040). This property is approximately 2.7 acres in size, located on the south side of Imjin Parkway, adjacent to the Army’s landfill, which is still in use. It was transferred to the former RDA by FORA in 2006. It is currently undeveloped and is designated as “Habitat Management Area” in the County General Plan, the FORA Base Reuse Plan, and the FORA Draft Basewide Habitat Conservation Plan (HCP). It is subject to the adopted Habitat Management Plan (HMP), the 1000-foot Closed Landfill Buffer Zone, a DTSC Land Use Covenant relating to contaminated groundwater and methane recovery system addressing the adjacent landfill (a Superfund Site), and a 2008 Memorandum of Agreement regarding Habitat Management among the RDA, FORA, and Cypress Marina Heights LP. This property can only be used for habitat conservation, preservation, and restoration. This parcel is proposed to be transferred to the County to be managed in accordance with the habitat restrictions and requirements.

Additionally, the Oversight Board noted that this parcel is subject to numerous restrictions related to habitat management, and has been determined to be critical to the implementation of the base-wide habitat preservation, management, and open space provisions of the adopted Fort Ord Base Reuse Plan and related environmental policies and restrictions.



Fort Ord Landfill Border E8a1.4 – (APN 031-101-041). This property is approximately 30.4 acres in size, and is located south of Imjin Parkway, adjacent to the westerly boundary of the landfill. It was transferred to the former RDA in 2006. It is currently undeveloped and is partially designated as Habitat Management Area (approx 28.7 acres) and partially as Planned Development Mixed Use (approx 1.7 acres) in the County General Plan, the FORA Base Reuse Plan, and the FORA Draft Basewide Habitat Conservation Plan (HCP). It is subject to the adopted Habitat Management Plan (HMP), the 1000-foot Closed Landfill Buffer Zone, the DTSC Land Use Covenant relating to contaminated groundwater and methane recovery system, and a 2008 Memorandum of Agreement regarding Habitat Management among the Redevelopment Agency, the Fort Ord Reuse Authority, and Cypress Marina Heights LP. In 2009 the 1.7-acre “development” portion of this site was included in a formerly-proposed 58-acre light industrial subdivision and development project known as “Whispering Oaks”. This development was denied by the County Board of Supervisors, and no other development projects have been proposed since that time. This parcel is proposed to be transferred to the County to be managed in accordance with the habitat restrictions and requirements.

Additionally, the Oversight Board noted that this parcel is subject to numerous restrictions related to habitat management, and has been determined to be critical to the implementation of the base-wide habitat preservation, management, and open space provisions of the adopted Fort Ord Base Reuse Plan and related environmental policies and restrictions.



Fort Ord Landfill Border E8a1.5 – (APN 031-101-042). This property is approximately 21.4 acres in size and is located between and adjacent to the southeast side of the landfill and the westerly side of the CSUMB housing development. It was transferred to the former RDA by FORA in 2006. It is currently undeveloped and is designated as “Habitat Management Area” in the County General Plan, the FORA Base Reuse Plan, and the FORA Draft Basewide Habitat Conservation Plan (HCP). It is subject to the adopted Habitat Management Plan (HMP), the 1000-foot Closed Landfill Buffer Zone, and a DTSC Land Use Covenant relating to contaminated groundwater and methane recovery system. This property can only be used for habitat conservation, preservation, and restoration. This parcel is proposed to be transferred to the County to be managed in accordance with the habitat restrictions and requirements.

Additionally, the Oversight Board noted that this parcel is subject to numerous restrictions related to habitat management, and has been determined to be critical to the implementation of the base-wide habitat preservation, management, and open space provisions of the adopted Fort Ord Base Reuse Plan and related environmental policies and restrictions.



Fort Ord Landfill “Shoe” E8a.1.1.2 – (APN 031-101-056). This property is approximately 85 acres in size and is located between the southerly side of the landfill and the north side of Intergarrison Road. It was transferred to the former RDA by FORA in 2007. The site is currently undeveloped. The property is partially designated as “Habitat Management Area” (approx 29 acres) and partially as “Planned Development Mixed Use” (approx 56 acres) in the County General Plan, the FORA Base Reuse Plan, and the FORA Draft Base-wide Habitat Conservation Plan (HCP). It is subject to the adopted Habitat Management Plan (HMP), the 1000-foot Closed Landfill Buffer Zone, and a DTSC Land Use Covenant relating to contaminated groundwater and methane recovery system. In 2009 the development portion of the site was included in a proposed 58-acre light industrial subdivision and development known as “Whispering Oaks”. This development application was ultimately denied by the County Board of Supervisors in 2012. No other development projects have been proposed since that time. Potential uses are severely constrained by current land use restrictions. In addition, the property is depicted on exhibits in the FORA Base Reuse Plan as part of an open space/recreation corridor and contains significant oak woodland resources. This property is proposed to be transferred to the County to be managed in accordance with the habitat restrictions and requirements, and base-wide open space and recreational systems.

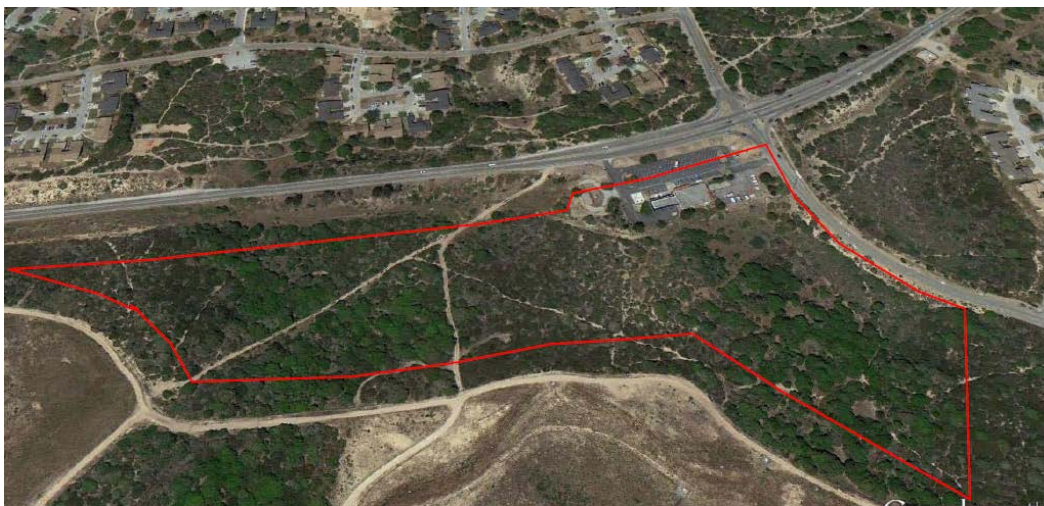
Additionally, the Oversight Board noted that this parcel is subject to numerous restrictions related to habitat management, and has been determined to be critical to the implementation of the base-wide habitat preservation, management, and open space provisions of the adopted Fort Ord Base Reuse Plan and related environmental policies and restrictions.



Imjin Road Widening Parcel E4.6.2 – (APN 031-101-058) and **Ord Market Development Parcel E8a.1.2** – (APN 031-101-039). This property currently consists of two parcels. One parcel is approximately 16.3 acres in size and runs along the southerly frontage of Imjin Parkway between Abrams Drive and the northerly extension of 7th Avenue for the length of the closed landfill polygon (approximately 4,300 lineal feet). This property was transferred to the former RDA by FORA in 2006. Approximately 1.2 acres of this parcel is part of the Ord Market lease, and the remainder is undeveloped. The parcel is designated as “Planned Development Mixed Use” in the County General Plan, and the FORA Base Reuse Plan. It is subject to the 1000-foot Closed Landfill Buffer Zone, and the DTSC Land Use Covenant relating to contaminated groundwater and methane recovery system.



The second property is approximately 21.3 acres in size and is located at the intersection of Imjin Parkway and Abrams Drive, adjacent to the old landfill on the former Fort Ord. It was transferred to the former RDA from FORA in 2006. 1.8 acres of the property is currently developed with the Ord Market and Gas Station/Car Wash. The remainder of the parcel is undeveloped. The entire parcel is designated in the County General Plan and the Fort Ord Reuse Authority Base Reuse Plan as “Planned Development Mixed Use”, and is zoned PQP (the undeveloped portion – which was the zoning when the Army owned it) and LCD-S (the portion developed with Ord Market).



In 2006 the former RDA entered into a Disposition, Development (DDA) and Lease Agreement with Darryl Choates for the 3.0-acre Ord Market site which consists of a food market/convenience store, a gas station and a car wash. That portion of the property was rezoned in 2008 as part of the approval of the land use entitlements for the Ord Market and Gas Station. The term of the DDA/Lease Agreement is 20 years (ending on August 22, 2026). There is no provision for a guaranteed right of extension. The DDA/Lease also provides the former RDA (now Successor Agency) with the right of Early Termination “for any reason whatsoever”; however, if the Successor Agency would want to terminate the Lease early for a reason other than “fault” of the Lessee, the Successor Agency would have to reimburse the Lessee for any unrecovered costs of the Premises improvements (e.g., gas tank installation) and the goodwill value of the business at the time of termination. The rent is structured in a way that allows a reduced rent for the first 10 years of the Lease (2006 to 2016), but transforms to a “fair market value” rent, based on appraisals, for the last 10 years (2016 to 2026). While the DDA/Lease provides the Lessee with the right to seek to sublease or assign its interests, the Lessee must obtain the written consent of the Successor Agency, which has “sole and absolute discretion” in determining whether or not to allow a sublease or assignment. The current rent is approximately \$3,400 per month with the County receiving 50% and FORA receiving 50% under the terms of the May 8, 2001 Fort Ord Implementation Agreement, Section 5(g).

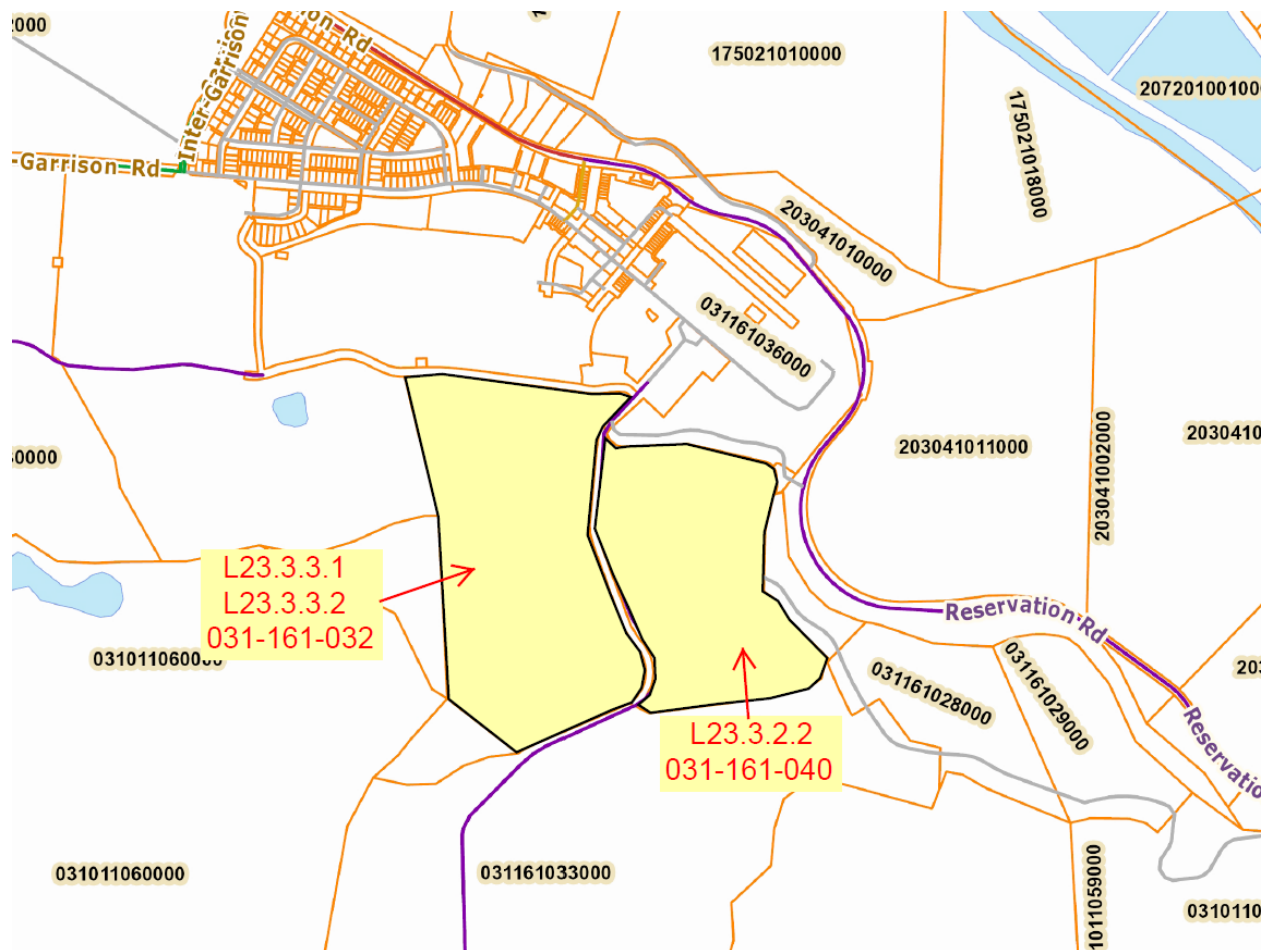
The property is subject to a 1000-foot Closed Landfill Buffer Zone, and a Land Use Covenant by the California Department of Toxic Substances Control (DTSC) relating to contaminated groundwater and a methane recovery system.

It is proposed that both properties transfer to the County and that the County process parcel to create the following parcels:

- Parcel 1: A 3-acre parcel consistent with the existing Ord Market Lease with an easement for the future roadway widening;
- Parcel 2: A 19.4 acre parcel that consists of the undeveloped area of the existing Ord Market parcel; and
- Parcel 3: A 16.2 acre parcel running along Imjin Parkway for a potential road widening project.

The existing leaseholder of the 3-acre Ord Market Lease (Parcel 1) would be provided with the first right to purchase the lease site for fair market value. The County would enter into a “Compensation Agreement” with FORA and the affected taxing entities to share in the land sale proceeds as they are entitled to. Parcels 2 would be retained by the County and managed in accordance with the Base Reuse Plan and habitat plans and restrictions. Parcel 3 would be retained by the County to preserve the opportunity to dedicate roadway right of way for widening the arterial Imjin Parkway if determined necessary in the future.

East Garrison II Parcels L23.3.1, L23.3.2, and L23.3.2.2 – (APN 031-161-032 and 031-161-040). These properties total approximately 152 acres in size and are located southwest of Reservation Road, south of the 1,400-unit housing development under construction at East Garrison I, and north of the BLM lands, now a National Monument. These properties were transferred to the RDA by FORA in 2010. The properties are designated as “Planned Development Mixed Use” in the County General Plan and the FORA Base Reuse Plan. Originally, the East Garrison II Parcels were contemplated to be developed as an expansion to the East Garrison I Project, which is currently under construction. Future development of these parcels is severely constrained by the lack of water and residential unit allocation and other limitations related to the Reuse Plan. The parcels are also subject to certain requirements under the adopted HMP and the draft HCP related to habitat. In addition, the parcels are located adjacent to the new Fort Ord National Monument lands, and are subject to transfer restrictions in the deeds requiring prior approval by the USFWS. These properties are proposed to be transferred to the County to be managed in accordance with the Base Reuse Plan and habitat plans.

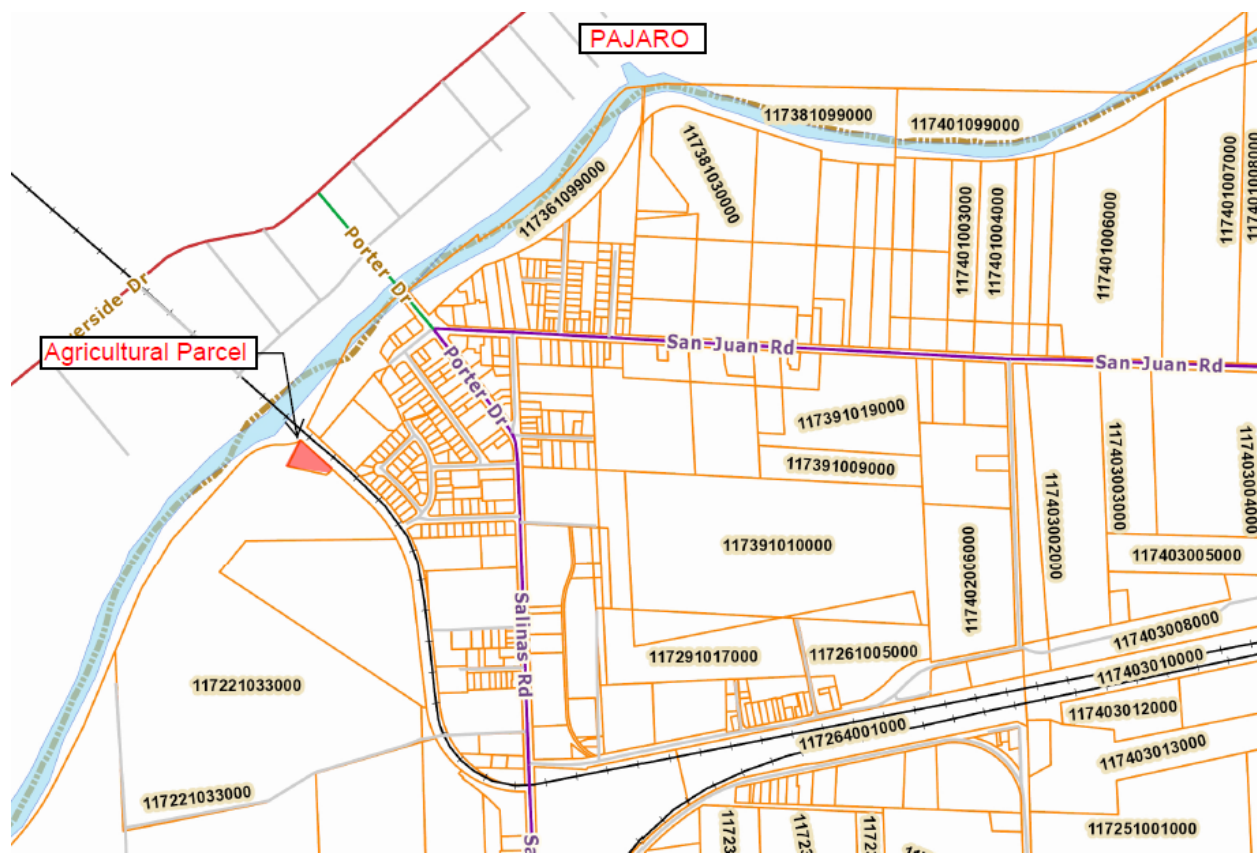




Properties to be Sold:

The Dissolution Act requires that the Successor Agency dispose of any property it owns that is not approved to be transferred for a continued governmental use or to meet an enforceable obligation. The disposal is to be done “expeditiously and in a manner aimed at maximizing value” (Health and Safety Code section 34177(e)). The future sales of these properties may require environmental review under the California Environmental Quality Act (CEQA) for each property, depending on the specific circumstances. The Monterey County Successor Agency owns one (1) property that falls into this category:

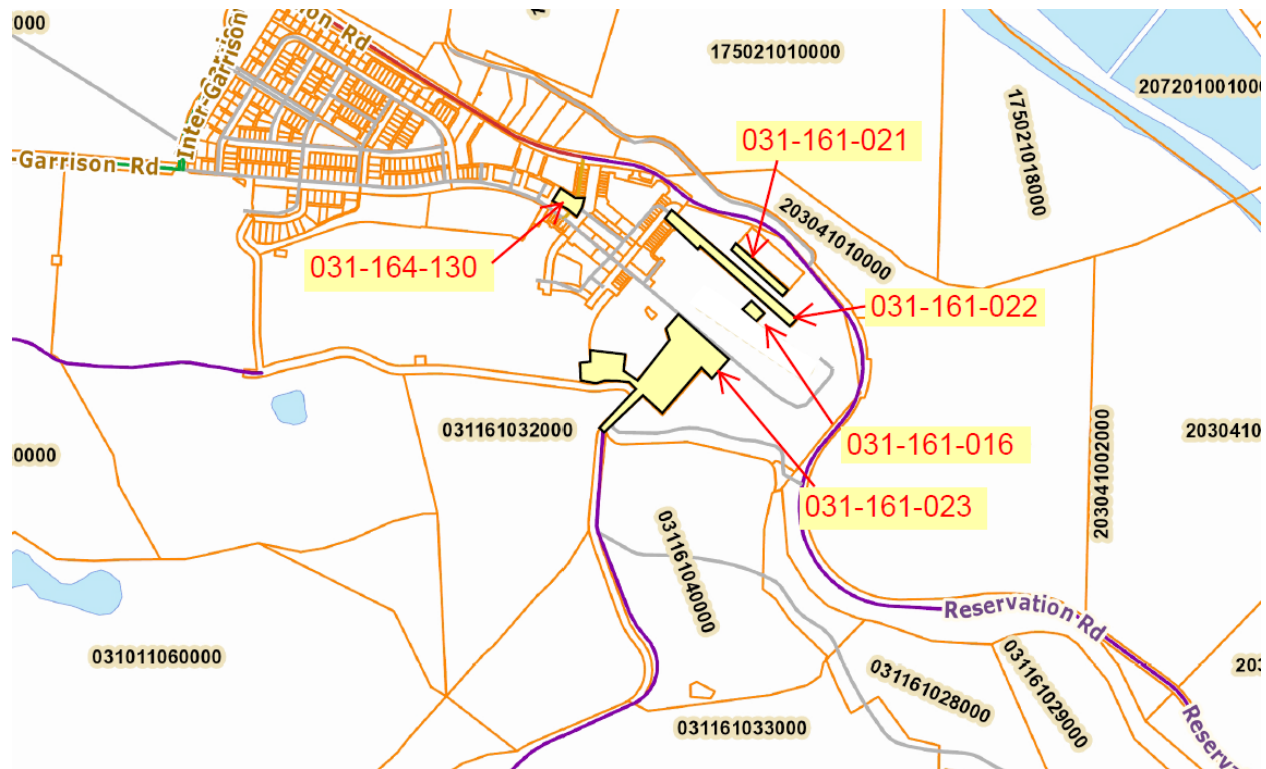
Pajaro Park Donation Ag Parcel – (APN 117-221-034). This property is approximately 0.71 acre in size and is zoned F-40A/U, with a land use designation of “Prime Farmlands 40-160 acre minimum and Resource Conservation”, and is located at the edge of an agricultural field currently owned by Sakata Farms (APN 117-221-033). The parcel was acquired in 2010 by the former RDA as a separate legal parcel but part of the land donation from Granite Construction related to the development of the new Pajaro Neighborhood Park. Since it is not part of the park project, is not adjacent to any potable water supply or public access, and is currently being farmed by the surrounding land owner (without the benefit of a lease), this parcel is proposed to be sold to the adjacent land owner for fair market value.





Properties to be Retained for a Period of Time in Order to Meet Enforceable Obligations:

The Dissolution Act allows properties to be retained for a while by the Successor Agency to meet an “Enforceable Obligation”. The East Garrison Development and Disposition Agreement (DDA), entered into in 2005, has been recognized by the DOF to be an Enforceable Obligation. The DDA requires that certain properties be retained by the Successor Agency for eventual transfer and development as a Historic District, Town Center and other public uses. Project documents refer to these properties as the “Redevelopment Agency Carve-Out Parcels” and are described below:



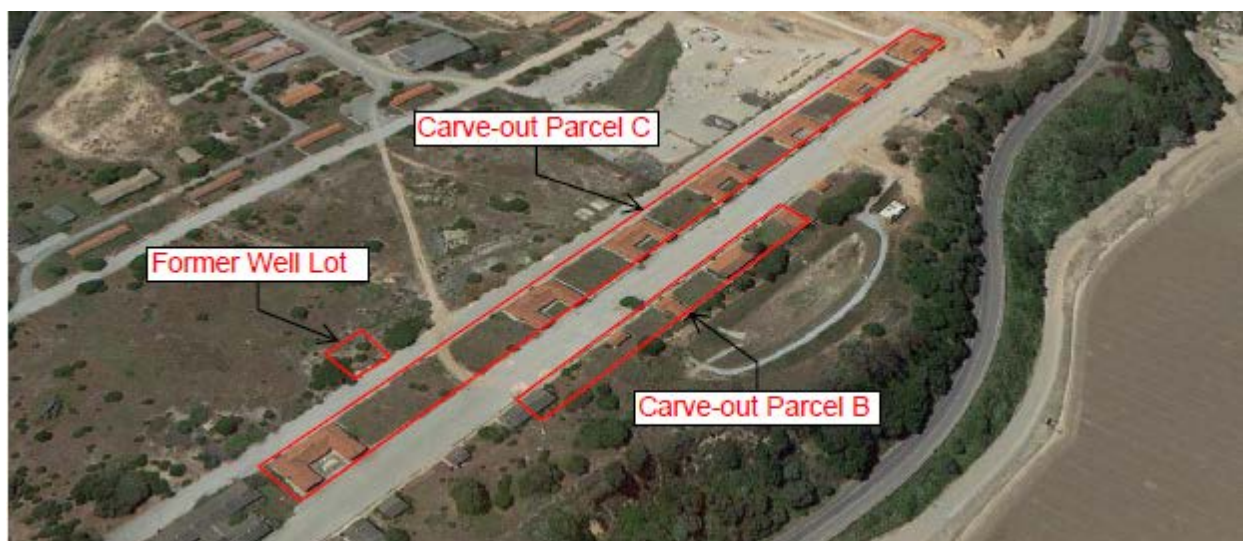
East Garrison Carve Out Parcel A – (APN 031-161-130). This property is approximately 0.59 acre in size. It is currently a vacant lot in the Phase 1 area of the East Garrison development. It was transferred to the former RDA by FORA in 2007. It is subject to the adopted East Garrison Specific Plan. The DDA requires that this property be retained by the Successor Agency to be developed as a future public library and sheriff field office as part of the Town Center before being transferred to an appropriate body such as the East Garrison Community Facilities District or the Monterey County Free Libraries.



East Garrison Carve Out Parcel B – (APN 031-161-021). This property is approximately 0.78 acre in size. It was transferred to the former RDA by FORA in 2007. It is currently developed with dilapidated historic buildings (old mess halls). It is subject to the adopted East Garrison Specific Plan and East Garrison Historic District covenants and policies. The DDA requires that this property be retained by the Successor Agency until transferred to an approved developer for restoration of the historic mess hall buildings for use as artist studios as part of the Historic District.

East Garrison Carve Out Parcel C – (APN 031-161-022). This property is approximately 2.39 acres in size and is currently developed with dilapidated historic buildings (old mess halls). It was transferred to the former RDA by FORA in 2007. It is subject to the adopted East Garrison Specific Plan and East Garrison Historic District covenants and policies. The DDA requires that this property be retained by the Successor Agency until transferred to an approved developer for restoration of the historic mess hall buildings for use as artist studios as part of the Historic District.

East Garrison former MCWD Well Lot L35.8 – (APN 031-161-016). This property is approximately 0.14 acres in size and is currently developed with dilapidated historic buildings (old mess halls). It was acquired by the former RDA in 2007. In 2007 the Marina Coast Water District quitclaimed to the former RDA its easement rights to this site. The property is subject to the adopted East Garrison Specific Plan and East Garrison Historic District Covenants and Policies. The DDA requires that this property be retained by the Successor Agency for restoration of the historic mess hall buildings for use as artist studios as part of the Historic District pending ultimate development according to the DDA.



East Garrison Carve Out Parcel D – (APN 031-161-023). This property is approximately 8.29 acres in size and is currently developed with dilapidated historic and non-historic buildings (warehouses, theater, “battle simulation” building). It was transferred to the former RDA by FORA in 2007. It is subject to the adopted East Garrison Specific Plan and East Garrison Historic District covenants and policies. The DDA requires that this property be retained by the Successor Agency until transferred to an approved developer for demolition of the non-historic buildings and restoration of the historic buildings to be developed as artist studios and a public recreation facility as part of the Historic District.



ATTACHMENT A

Successor Agency Long Range Property Management Plan March 5, 2014

SUPPLEMENTAL INFORMATION **SUCCESSOR AGENCY PROPERTIES ON FORMER FORT ORD**

Policies Governing Land Use and Property Disposal on former Fort Ord:

- Deeds of Transfer from FORA to Redevelopment Agency
 - Provisions in Deed relating to HMP
- Fort Ord Base Reuse Plan, 1997
 - Multi-agency “general plan”-level policy to guide redevelopment of former Fort Ord after closure by US Army.
- Habitat Management Plan, 1997
 - Designates property and defines actions required to protect, preserve, and enhance habitats of federally-listed endangered plant & animal species as mitigation for proposed redevelopment activities in Base Reuse Plan.
- Implementation Agreement, 2001 (Amended 2009, 2013)
 - Requires County to contribute to FORA 50% of land sale proceeds at time of permanent use, to be applied to County share of Basewide Mitigation Measures & Basewide Costs.
- Habitat Conservation Plan (3rd Admin Draft 2012)
 - Designates properties and defines actions required to protect, preserve, and enhance habitats of State-listed endangered plant & animal species as mitigation for proposed redevelopment activities in Base Reuse Plan.
 - Goals, Objectives, and HCP Required Actions (p1-8): “... designation of 18,546 acres (over 66%) of the 27,838-acre installation as habitat reserve lands in large HMAs. Large...habitat parcels are being transferred to natural resource management agencies... Additional lands transferred to Monterey County...will be managed by the Fort Ord Regional Habitat Cooperative (Cooperative), a Joint Powers Authority (JPA), whose governing body is composed of designated officials from each of the Permit Applicants. The Cooperative will manage the lands for conservation, maintenance and beneficial enhancement of habitat...” (p.1-8)

LANDFILL BORDER PARCELS

Deeds

Three Deeds

E8a.1.2 (21.22 ac) & E8a.1.3 (2.68 ac) - 9/5/2006

E8a.1.4 (30.32 ac) & E8a.1.5 (21.55 ac) - 7/26/2007

E8a.1.1.2 (85.21 ac) - 7/26/2007

- **HMP Provisions in Deeds for E8a.2, -.3, -.4, -.5**
 - Grantee & all successors to comply with Implementation Agreement, particularly recording of a *Deed Restriction & Covenant* which requires any development to be subject the Base Reuse Plan, policies and programs of FORA , including its Master Resolution, and other applicable general plan and land use ordinances and regulations of the local agency which have been determined to be consistent with the BRP.
 - Grantee & successors to comply with HMP.
 - Properties are within designated HMP Development Areas. No resource conservation requirements are associated with the HMP for these parcels.
 - Implementation of HMP is suitable mitigation for impacts... No further mitigation will be required to allow development on the properties unless species other than the HMP target species are proposed for listing or listed.
 - Grantee...will cooperate with adjacent property owners in implementing mitigation requirements...for adjacent sensitive habitat areas.
- **HMP Provisions in Deed for E8a.1.1.2**
 - Grantee & all successors to comply with Implementation Agreement, particularly recording of a *Deed Restriction & Covenant* which requires any development to be subject the Base Reuse Plan, policies and programs of FORA , including its Master Resolution, and other applicable general plan and land use ordinances and regulations of the local agency which have been determined to be consistent with the BRP.
 - Residential Use Restriction – property to be used solely for commercial or industrial activities and not for residential, childcare facilities, nursing homes or assisted living facilities, or educational purpose for children K-12.purposes (Residential Lead-Based Paint Hazard Reduction Act of 1992).
 - Groundwater Restriction - Cannot access or use groundwater under property for any purpose. (VOCs from landfill)
 - HMP requirements
 - HMP is incorporated into the deed by reference. Deed requires the conservation in perpetuity of sensitive wildlife and plant species and their habitats consistent with the USFWS Biological Opinion.

- Parcel is subject to the specific use restrictions and/or requirements identified for the parcel in the HMP (Habitat reserve within the Development with Reserve Areas or Development with Restrictions)
- Any boundary modifications must be approved in writing by USFWS
- Property owner is responsible for implementing and funding the requirements in the HMP as applicable to the property
- Property owner shall include and make legally binding the provisions of the HMP in any deed, lease, right of entry, or other legal instrument by which Grantee divests itself of any interest in all or a portion of the Property. The covenants, conditions, restrictions and requirements of this deed and the HMP shall run with the land.
- Habitat management responsibility for the Property may only be transferred as a condition of the transfer of the Property, with the consent of the USFWS
- USFWS may require the establishment of a perpetual trust fund to pay for habitat management of the Property as a condition of transfer of habitat management responsibility from the property owner.
- USFWS can determine unilaterally if property owner is violating provisions of the HMP, can direct corrective action within 60 days, and can bring lawsuit to force compliance. If USFWS determines immediate action is required, they can pursue remedies without prior notice to the owner.
- Enforcement is at discretion of USFWS.

FORA Base Reuse Plan - Chapter 3, Framework for the Reuse Plan

- Chapter 3.3, *Land Use Concept: Ultimate Development Plan and Map*, includes Figure 3.3-1, *Land Use Concept Ultimate Development*. This map shows the general location of proposed land uses in the Landfill Parcel designated “Habitat Management” and “Planned Development Mixed Use District”
- Section 3.4.2, *Land Use Designations*
 - *Planned Development Mixed Land Use*: The use is intended to encourage the development of pedestrian-oriented community centers. They will contain a wide variety of residential detached and attached homes, commercial, various retail, professional office, cultural civic centers, parks, community centers, schools, churches, day care centers, transit centers, and entertainment uses. The typical development intensity for this use is a gross FAR of .35 and housing density of up to 20 dwelling units per acre. The highest FAR (.35) has been targeted at the Marina Town Center and UC MBEST to reflect these key locations within the former Fort Ord and their potential to play a significant long-range role in the reuse of the base.

- *Habitat Management Land Use:* This land use designation applies to all open space identified by the HMP as critical to survival of the natural communities and sensitive species. Limited uses include: ecological restoration and educational activities, and passive recreation such as hiking, nature study, horse and bike riding, and infrastructure services and facilities (water, power, and wastewater systems).
 - *Open Space/Recreation Land Use:* This land use designation includes all park land which will be publicly owned, including Fort Ord Dunes State Park, regional parks, community parks, and neighborhood parks not identified in the land use concept but designated as permitted use in all districts. Permitted uses in this district include: habitat management; active and passive public parks; commercial recreation such as golf, equestrian centers, public amphitheaters, etc; educational facilities; and a limited amount of supporting convenience retail uses.
- Table 3.4-1, *Permitted Range of Uses for Designated Land Use*, provides further detail regarding these land use designations:

Planned Development Mixed Use - Gross FAR to .35, Density to 20 DU's/Acre
 This designation is intended to encourage the development of pedestrian-oriented community centers that support a wide variety of commercial, residential, retail, professional services, cultural and entertainment activities. The intent is to locate this designation near future transit facilities or along transit corridors, and near commercial and employment centers. This designation creates a transition from existing developed urban centers and lower density residential and institutional districts. The City or County containing the Planned Development Mixed Use land use designation shall have the authority in various parts or areas with such designation to prohibit some of the overall set of uses which might otherwise be allowable in the areas having such a designation upon making a finding that there will be no adverse traffic impacts.

Uses allowed within this land use designation include:

SFD detached & attached;
 MFD;
 convenience retail;
 neighborhood retail;
 regional retail
 office/research and development uses;
 entertainment uses;
 commercial recreation;
 parks;
 community centers;
 public buildings & facilities, including visitor centers, cultural centers, museums, transit centers, etc.
 schools;
 day care centers;
 houses of worship;

business parks;
light industrial development uses;
open space/recreation uses; and
visitor serving where designated.

Habitat Management

This designation has been applied to all open space identified by the Habitat Management Plan as critical to the survival of the natural communities and sensitive species at Fort Ord.

Uses allowed within this land use designation include:

habitat management;
ecological restoration activities;
environmental educational activities; and
passive recreation activities, such as hiking, nature study, horse and bike riding.

- Chapter 3.6, *Conservation, Open Space, and Recreation Concept*, contains the following figures:
 - Figure 3.6-1, *Regional Open Space System*, shows a broad “Trail/Open Space Link” through the Landfill Parcel area
 - Figure 3.6-2, *Habitat Management Plan*, shows the Landfill Parcel designated “Development with Reserve or Restrictions”
 - Figure 3.6-3, *Open Space & Recreation Framework*, shows the capped landfill area designated “Other Public Open Space – Habitat Management”, and the adjacent landfill border property designated “California State Parks”
 - The discussion of “Other Public Open Space/Recreation-Oriented Lands on p.135 includes this statement: “...The Reuse Plan calls for a landfill cap design capable of supporting public commercial uses in support of the economic revitalization of the base. These commercial recreation uses include a golf course, a regional amphitheatre, and a regional equestrian center connected by trails to the BLM lands...”
- Chapter 3.10, *County of Monterey Planning Areas and Districts*, contains:
 - Section 3.10.2, *CSUMB/Recreational Planning Area*
Monterey County Recreational/Habitat District: This District is comprised of two areas. The larger, approximately 340 acres, is the former landfill site. The smaller, approximately 88 acres, stretches both north and south of Intergarrison road. Both of these areas are reserved for a combination of habitat protection and recreational uses.

Projected Land Uses for the Former Landfill:

Open Space/Recreation Land Use. About 141 acres are reserved for park and open space at the former landfill site. This represents the area included in the

planned landfill cap. Region-serving recreation facilities, such as an amphitheater, are appropriate at this location.

Habitat Protection. About 142 acres are reserved for habitat management, including non-invasive and controlled passive uses such as hiking and equestrian trails.

Opportunity Sites. The landfill cap provides an opportunity to locate a range of commercial recreational uses, including a golf course, a region-serving equestrian center and a convenience retail center for up to 10,980 sq. ft. Approximately 50 acres located at the southwest corner of the former landfill site, adjacent to the Marina City limits and Inter-Garrison Road is suitable for office/R&D development by the University of California.

- Fig. 3.10-1 *County Planning Areas*, shows Landfill Polygon 8a included in the CSUMB/Recreation Planning Area, and designates its use as “Recreation/Habitat Protection”.

Habitat Management Plan

- Chapter 4, Habitat Management for Disposal and Reuse:
 - Figure 4-1 *Habitat Management Plan Map* designates Landfill Polygon E8a.1 as “Development with Reserve Areas or Development with Restrictions”
 - Definition of “Development with Reserve Areas or Development with Restrictions”:
“Some of the lands slated for development in the HMP contain inholdings of habitat reserve land or require development restrictions to protect habitat within or adjacent to the parcel. This management category is titled “Development with Reserve Areas or Development with Restrictions”. For development parcels that have habitat reserve areas within their boundaries, the management practices must be consistent with maintenance of the reserves. The inholding reserve areas are subject to the same management conditions described above for the Habitat Reserve category, including management by an entity acceptable to the USFWS. Some developed land must be managed as described for the specific parcel to include development restrictions or management action...”
 - Resource Conservation Requirements – Landfill Parcel (p4-46):
“...A total of 227 acres of the landfill parcel, including the capped area, will be managed as an HMP Preserve area. After the 227 acres of the parcel to be managed as habitat has been determined, the boundaries of the polygon may be modified when determining locations for development in the remaining 81 acres.

“Following land transfer from the Army, the recipient or an entity acceptable to the USFWS will manage 227 acres of the landfill parcel (including the completed landfill cap) as native habitat. The remaining 81 acres of the parcel will be available for development.”

- Appendix A, Agreement for the Revised Habitat Management Plan:
 - Paragraph (b): “...Following land transfer from the Army, UC or FORA will manage seventy-five percent (75%) of the landfill parcel (including the completed landfill cap) as habitat. The remaining twenty-five percent (25%) of the parcel will be available for development...”
 - Figure 5-11 Draft *Revised Habitat Management Plan*: “Landfill Parcel to be managed by UC or FORA for 75% Habitat and 25% Development”

DTSC Land Use Covenant

- *Covenant to Restrict Use of Property – Environmental Restriction*. Recorded 2009 between the State Dept of Toxic Substances Control (DTSC) and the Redevelopment Agency of the County of Monterey.
- Covenant imposed by DTSC because of documented presence of methane in soil and volatile organic compounds (VOCs) in groundwater emanating from the landfill.
- Applies to property owned by Agency within the “1,000-foot landfill buffer zone” (approx 128 acres).
- Restricts certain types of development within the buffer zone:
 - No homes
 - No schools
 - No day care facilities
 - No hospitals
 - Building foundations to be designed to vent gases from the soil, install methane detection alarms, and provide annual inspection and monitoring reports to DTSC.

Draft Habitat Conservation Plan

- Figure 3-1: Landfill Parcels is “Habitat Management Area”
- Figure 3-2: Borderland Categories – Landfill properties “Type 2”
- Figure 3-4: County is “Responsible Agency” for Landfill HMA
- Table 3-6: Landfill HMA totals 308 acres
- Table 3-9: Allowable land uses on Landfill Parcel include 81 acres “Allowable Development”, 226 acres “Preserved for Habitat Management”, and 0.5 acres “Road Corridors and Infrastructure”
- Section 3.3.2.8 details “Covered Activities” on Landfill Parcel

This 308-acre parcel is generally northeast of the main CSUMB campus, south of Imjin Parkway and north of Inter-Garrison Road (Figure 3-15). The Landfill Parcel is mostly undeveloped and is designated for habitat management (227 acres) and planned development as a mixed use district (81 acres) by the Fort Ord Base Reuse Plan, and as

development with reserve areas/restrictions by the Army's HMP. Development of these 81 acres is included as a covered activity under the HCP. The HCP proposes no development restrictions for these areas, apart from incorporating appropriate measures into boundary design to preserve and protect adjacent habitat areas (Section 5.4, *Measures to Avoid and Minimize Impacts*). The remainder of the landfill (227 acres) would be managed as an HMA. This includes 81 acres of capped landfill, another 42 acres of disturbed area, and 104 acres of native habitat (includes dirt roads). The Cooperative will be responsible for implementation of HCP required AMMs for Borderland parcels and mitigation measures on behalf of the County of Monterey.

Included within the HMA are those parcels identified in the *Memorandum of Agreement Regarding Habitat Management on Portions of the Landfill Site at the Former Fort Ord, California* (MOA). The MOA specifies that portions of parcels E8a.1.1.1, E8a.4, and E8a.1.1.2, and all of parcel E8a1.3 (totaling 58.8 acres) will be preserved and managed in perpetuity for sand gilia and maritime chaparral habitat values. Within the 58.8 acres, 14.5 acres (parcel E8a1.1.1) will be restored to provide sand gilia habitat. Management and restoration of the MOA specified parcels, as identified in the *Marina Heights Sand Gilia Mitigation Plan* (Attachment A of the MOA), will be funded by an endowment paid by Cypress Marina Heights, L.P. in an amount specified by CDFG.

Past use of the landfill area resulted in substantial disturbance from waste disposal and related activities as well as from more recent landfill remediation and closure activities (126 acres). However, many areas peripheral to the disturbance remain as native habitat (182 acres). Outside of the designated development parcels, remaining natural areas would be preserved and managed to promote the conservation of HCP species and natural communities. Disturbed areas of the landfill, including the capped areas, also provide opportunities for restoration, experimentation with restoration techniques, translocation of species, and other experimental habitat management related activities. However, the Army retains the right (and is obligated) to implement any remedial measures in the landfill area based on long-term monitoring associated with the landfill closure program.

- Section 3.2.2.2 details “Category 2 Borderlands - Designated Development Parcels at Urban/Wildland Interface”

This category expands the HMP Borderlands definition to include other designated development parcels that are adjacent to designated HMAs. These are undeveloped or partially developed parcels that abut the FONR, Marina Airport Habitat Reserve and Salinas River Habitat Area, East Garrison North Reserve, Habitat Corridor/Youth Camp, and the Landfill Parcel (Figure 3-2). In addition, the HCP includes the Del Rey Oaks Office Park, which has very specific HMP management requirements, as a Category 2 Borderlands. Land recipients with Category 2 Borderlands include FORA (as interim land manager), Board of Trustees of California State University (on behalf of the Monterey Bay), UCMBEST, County of Monterey, City of Marina, and City of Del Rey Oaks (Table 3-4 and Figure 3-2).

Most of the Category 2 Borderlands abut relatively small and isolated habitat areas that already have existing developed areas along other sections of their perimeters. Unlike Category 1 Borderlands, they are not adjacent to a large contiguous block of habitat like the NRMA.

EAST GARRISON II PARCELS

Deed

Deed Recorded 5/25/2010, L23.3.2.2 (63.67 ac), L23.3.3.1 (57.65 ac), L23.3.3.2 (31.62 ac)

- **HMP Provisions**

- Property owner shall not transfer or lease the Property or any portion thereof without inclusion of the Environmental Protection Provisions contained in the Deed herein to the extent applicable to the Property.
- Environmental Protection Provisions
 - HMP is incorporated in the Deed by reference. HMP requirements shall be part of any subsequent deeds.
 - Deed requires the conservation in perpetuity of the sensitive wildlife and plant species and their habitats consistent with the USFWS Biological Opinion.
 - These parcels are subject to the HMP requirements for Borderland Development Areas
 - The property owner is required to implement all HMP requirements applicable to this property
 - The property owner may not transfer, assign, or otherwise convey any portion of or interest in the property without prior written consent of the USFWS.
 - Habitat Management responsibility for the property may only be transferred as a condition of the transfer of the Property, with the consent of the USFWS.
 - USFWS can require the establishment of a perpetual trust fund to pay for habitat management of the property as a condition of transfer of habitat management responsibility from the owner.
 - USFWS has a reversionary interest in the property. If USFWS determines the property is not being managed in accordance with the HMP, USFWS may enter the property to correct the condition, in which case that portion of the property reverts to USFWS, at the property owner's cost.
 - USFWS can determine if property owner is violating the HMP, can direct corrective action within 60 days, and can bring a lawsuit to force compliance. If USFWS determines immediate action is required, it may pursue remedies without prior notice to the property owner.
 - Enforcement is at discretion of USFWS.

FORA Base Reuse Plan - Chapter 3, Framework for the Reuse Plan

- Chapter 3.3, *Land Use Concept: Ultimate Development Plan and Map*, includes Figure 3.3-1, *Land Use Concept Ultimate Development*, which shows the East Garrison II parcels are designated “Planned Development Mixed Use District”
- Chapter 3.4, *Land Use Designations and Land Resources*, includes Section 3.4.2, *Land Use Designations*:
 - Planned Development Mixed Land Use*: The use is intended to encourage the development of pedestrian-oriented community centers. They will contain a wide variety of residential detached and attached homes, commercial, various retail, professional office, cultural civic centers, parks, community centers, schools, churches, day care centers, transit centers, and entertainment uses. The typical development intensity for this use is a gross FAR of .35 and housing density of up to 20 dwelling units per acre. The highest FAR (.35) has been targeted at the Marina Town Center and UC MBEST to reflect these key locations within the former Fort Ord and their potential to play a significant long-range role in the reuse of the base.
- Table 3.4-1, *Permitted Range of Uses for Designated Land Use*, provides further detail regarding these land use designations:
 - Planned Development Mixed Use - Gross FAR to .35, Density to 20 DU’s/Acre
 - This designation is intended to encourage the development of pedestrian-oriented community centers that support a wide variety of commercial, residential, retail, professional services, cultural and entertainment activities. The intent is to locate this designation near future transit facilities or along transit corridors, and near commercial and employment centers. This designation creates a transition from existing developed urban centers and lower density residential and institutional districts. The City or County containing the Planned Development Mixed Use land use designation shall have the authority in various parts or areas with such designation to prohibit some of the overall set of uses which might otherwise be allowable in the areas having such a designation upon making a finding that there will be no adverse traffic impacts.

Uses allowed within this land use designation include:

- SFD detached & attached;
- MFD;
- convenience retail;
- neighborhood retail;
- regional retail
- office/research and development uses;
- entertainment uses;
- commercial recreation;
- parks;
- community centers;
- public buildings & facilities, including visitor centers, cultural centers, museums, transit centers, etc.
- schools;

day care centers;
houses of worship;
business parks;
light industrial development uses;
open space/recreation uses; and
visitor serving where designated.

- Chapter 3.6, *Conservation, Open Space, and Recreation Concept*, contains the following figures:
 - Figure 3.6-1, *Regional Open Space System*, shows the East Garrison II parcels are outside the BRP regional open space system.
 - Figure 3.6-2, *Habitat Management Plan*, shows the East Garrison II parcels designated “Development with Reserve or Restrictions”
 - Figure 3.6-3, *Open Space & Recreation Framework*, shows the East Garrison II parcels designated “Other Public Open Space – Recreation Oriented”.
 - The discussion of “Other Public Open Space/Recreation-Oriented Lands” on p.135 describes such intended uses on a number of parcels within the former Fort Ord, but does NOT discuss the area in which the East Garrison II parcels are located. The land use designation shown on Figure 3.6-3 appears to be in conflict with that shown on Figures 3.6-1 and 3.6-2.
- Chapter 3.10, *County of Monterey Planning Areas and Districts*, contains:
 - Fig. 3.10-1 *County Planning Areas*, shows the East Garrison II parcels to be included in the East Garrison District of the Reservation Road Planning Area.
 - Section 3.10.3, *Reservation Road Planning Area*
 - East Garrison District: The East Garrison District area is designated as a “Planned Development Mixed Use District.” The District is a total of approximately 751 acres. The HMP, however, limits development at the East Garrison to 200 acres. The remaining lands will be reserved in habitat management.
 - The Reuse Plan provides for a range of uses to accommodate then-competing visions for the development of this District, and indicates the land use objectives would be defined when the development plan for this district is determined. This determination took place with approval of the *Parker Flat Land-Use Swap Agreement* in 2002.

Habitat Management Plan

- Chapter 4, *Habitat Management for Disposal and Reuse*:
 - Figure 4-1 *Habitat Management Plan Map* designates East Garrison II properties as “Development with Reserve Areas or Development with Restrictions”

- Definition of “Development with Reserve Areas or Development with Restrictions”
 “Some of the lands slated for development in the HMP contain inholdings of habitat reserve land or require development restrictions to protect habitat within or adjacent to the parcel. This management category is titled “Development with Reserve Areas or Development with Restrictions”. For development parcels that have habitat reserve areas within their boundaries, the management practices must be consistent with maintenance of the reserves. The inholding reserve areas are subject to the same management conditions described above for the Habitat Reserve category, including management by an entity acceptable to the USFWS. Some developed land must be managed as described for the specific parcel to include development restrictions or management action...”
- Resource Conservation Requirements – East Garrison Polygon
 “Up to 200 acres of total development, both existing and future, is allowed within the guidelines of this HMP for parcel E11b. The areas occupied by the sewage treatment plant and water tanks in subparcels E11b.9, E11b.10, and E11b.12 and the proposed road corridor shown in Figure 4-2 also may be developed in addition to the 200 acres. Where possible, development will be sited in areas that have existing development and in other areas that will minimize impact on HMP species and have less than 30% slopes. Siting of development will be considered with USFWS. The road corridor and 200-acre development area will be considered development areas with no habitat management restrictions. The remainder of the parcel will be managed as habitat reserve.”
- Appendix A, Agreement for the Revised Habitat Management Plan:
 - Figure 5-11 Draft *Revised Habitat Management Plan* designates East Garrison II properties as “Development with Reserve Areas”

Land Swap Agreement

- *Memorandum of Understanding Concerning the Proposed East Garrison/Parker Flats Land Use Modification*, September 23, 2003
- Parties: U.S. Bureau of Land Management, U.S Dept of the Army, Fort Ord Reuse Authority, County of Monterey, Monterey Peninsula College
- One of its purposes was to “help resolve conflicting land-uses and conveyance requests” between MPC, BLM, and the County surrounding the MPC Public Safety Officer Training Facility in the East Garrison area. It was not drafted to amend the Base Reuse Plan, and it did not amend land use designations in the Base Reuse Plan.
- The LSA was intended to facilitate the relocation of MPC’s proposed Public Safety Officer Training Facility from East Garrison to Parker Flats Military Operations Urban Terrain (MOUT) facility. In order to implement the relocation, existing agreements between the Army and the Bureau of Land Management regarding Fort Ord activities and use of the MOUT facility needed to be modified. The MOU addressed these needed modifications. These modifications allowed the Army, through FORA and the County, to

transfer lands to MPC at the MOUT facility in Parker Flats rather than previously slated lands in the East Garrison area. The MOUT facility was previously slated to be transferred to BLM for ownership, maintenance, and operation.

- The LSA also amended the Habitat Management Plan (HMP). The HMP was prepared by the Army and is a supplemental document to the Base Reuse Plan that addresses habitat preservation and corridors on two-thirds of the former army base. The LSA included use designations. The HMP overlays the land uses and places restrictions on the use of property based upon habitat considerations. The HMP designates lands in four categories: habitat reserve, habitat corridor, development with reserve areas and restrictions, and development with no restrictions. Properties within the former Fort Ord are subject to the HMP and its restrictions in addition to the Base Reuse Plan land use designations and policies. For instance, a property designated for development with restrictions may have a Base Reuse Plan land use designation of Planned Development/Mixed Use but due to HMP restrictions, only a portion of the property might be appropriate for development with the remaining portion required by the HMP to be retained for habitat. The Base Reuse Plan requires recipients of former Fort Ord lands to comply with the HMP. (Base Reuse Plan, at page 356.)
- The LSA modified the HMP by moving habitat reserve areas from the East Garrison area to the Parker Flats area. The MOU, as executed in 2003 and as noted in the Fort Ord Master Plan “*Overall habitat Losses/Gains in Land Swap Agreement Table*”, removed the habitat reserve on 210 acres in the East Garrison area and in exchange overlaid a habitat reserve or habitat corridor designation on 463.2 acres in the Parker Flats planning area. The adjusted habitat reserve/habitat corridor area addressed a boundary issue at the MOUT facility, removed HMP habitat restrictions on a 210 acre portion of the East Garrison area and added HMP habitat restrictions to 463.2 acres of land within the Parker Flats area resulting in an overall net gain in habitat land of 246.7 acres. The LSA did not modify the Fort Ord Base Reuse Plan Land Use Designations. Projects must be evaluated based upon their consistency with the Fort Ord Base Reuse Plan, 2010 Monterey County General Plan and the HMP. Below is a summary and maps for both of the affected Planning areas.
- A biological assessment prepared by Zander Associates was attached to the LSA. Zander’s assessment refers to intent to develop residential units in the East Garrison area rather than Parker Flats; however, the Assessment was not a formal transfer of development potential or land use. The purpose of the Zander Assessment was to provide an evaluation of habitat areas to demonstrate that the HMP amendment would not alter the goals, objectives, and overall intent of the HMP and would afford an equivalent or greater protection for all habitat types and sensitive species not to amend any General Plan policies, assumptions, or land use designations. The parties to the Land Swap Agreement agreed to implement the conditions of the Zander Assessment, but as explained, these pertained to the habitat reserve boundaries of the HMP and other matters and did not amend or intend to amend the underlying land use designations of the Base Reuse Plan.

Draft Habitat Conservation Plan

- Figures 3-1 and 3-11: East Garrison II parcels are “Designated Development Area”, and are not part of “East Garrison South Reserve” area
- Figure 3-2: East Garrison II parcels designated “Borderland Parcels”. Portions of edges of parcels have Category 1 and Category 2 borderland designations.
 - **Category 1: Equivalent to Borderlands as Defined in HMP**

This category follows the Borderlands designation included in the HMP, as revised through the East Garrison–Parker Flats land use modifications. The designation applies to development parcels...adjoining habitat areas in the...East Garrison areas that are currently undeveloped... The design and management requirements presented in Chapter 5 apply to all Borderlands parcels in this category...
 - **Category 2: Designated Development Parcels at Urban/Wildland Interface**

This category expands the HMP Borderlands definition to include other designated development parcels that are adjacent to designated HMAs. These are undeveloped or partially developed parcels that abut the...Youth Camp... Most of the Category 2 Borderlands abut relatively small and isolated habitat areas that already have existing developed areas along other sections of their perimeters...

ATTACHMENT B

County: Monterey

		HSC 34191.5 (c)(2)	HSC 34191.5 (c)(1)(A)	SALE OF PROPERTY	HSC 34191.5 (c)(1)(B)	HSC 34191.5 (c)(1)(C)	HSC 34191.5 (c)(1)(D)	HSC 34191.5 (c)(1)(E)	HSC 34191.5 (c)(1)(F)	HSC 34191.5 (c)(1)(G)	HSC 34191.5 (c)(1)(H)
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No.	Property Type	Permissible Use	Permissible Use Detail	Acquisition Date	Value at Time of Purchase	Estimated Current Value	Value Basis	Date of Estimated Current Value	Proposed Sale Value	Proposed Sale Date	Purpose for which property was acquired	Address	APN #	Lot Size	Current Zoning	Estimate of Current Parcel Value	Estimate of Income/Revenue	Contractual requirements for use of income/revenue	History of environmental contamination, studies, and/or remediation, and designation as a brownfield site	Description of property's potential for transit oriented development	Advancement of planning objectives of the successor agency	History of previous development proposals and activity
1	Public Building	Governmental Use	Porter-Vallejo Mansion. In continuous public use since acquisition. 9,624 sf three-story historic Porter-Vallejo Mansion currently housing a County Library, County offices, a Sheriff's field office, pre-school/day care program, and meeting space. Separate 3,385 sf building leased to Clinica de Salud del Valle de Salinas for use for non-profit medical clinic. Lease agreement expires in 2016, with option for two extensions of six years each. The County manages and maintains the property under a 1988 Lease Agreement with the RDA. This property is proposed to transfer to the County to continue the existing uses under the terms of the existing leases.	1987	Unknown	Unknown			Unknown	N/A	Porter-Vallejo Mansion. Public-serving uses: Redevelopment Agency offices, County library, Sheriff field office, pre-school/day care, senior center, non-profits, health clinic, etc.	29 Bishop St., Pajaro, CA	117-323-013	25,276 sf	HDR/HR	Unknown	Unknown	Unknown	Unknown	Minimal. Site is two blocks from nearest public bus line.		Repair of flood damage and historic renovation completed by Redevelopment Agency after the Great Flood of 1995.
2	Public Building	Governmental Use	The property is developed with the 1,500 sf historic Japanese Schoolhouse building. The building was constructed in the 1930s as a Japanese-language and cultural schoolhouse by the local Japanese farmworker community. The former RDA spent \$950,000 on renovations to the building and outdoor spaces, which include an historic interpretive display. The facility is leased to the North County Park & Recreation District to use for a wide range of community events, classes, and meetings. This property is proposed to transfer to the County to continue the existing use under the terms of the lease.	2000	Unknown	Unknown			Unknown	N/A	Community youth center	11199 Gell St, Castroville, CA	030-102-003	9,068 sf	CP	Unknown	Unknown	Unknown	Phase 1 Environmental Site Assessment performed in 2008. Lead-based paint & asbestos remediated prior to buiding restoration in 2009.	None. Site is at six blocks from nearest public bus line.		Historic renovation completed by Redevelopment Agency in 2009.
3	Other	Sale of Property	Ag "Remainder" parcel. The parcel is located entirely within an actively-farmed agricultural field. The Redevelopment Agency acquired the property as part of the land donation for the new Pajaro Neighborhood Park, but is separated from the park by the UPRR railroad right-of-way. The property is not adjacent to any potable water supply or public access, and is currently being farmed by the surrounding land owner (without the benefit of a lease). The parcel is proposed to be sold to the adjacent land owner for fair market value.	2010	Unknown	Unknown			Unknown	N/A	public park	Pajaro, CA	117-221-034	0.71 acre	F-40A/U	Unknown	Unknown	Unknown	Unknown	None. Site is not adjacent to any public road or right-of-way.	None	None
4	Vacant Lot/Land	Governmental Use	E8a.1.3. Undeveloped property adjacent to the US Army's landfill, which is still in use. Ddesignated for future use as "Habitat Management Area" in County General Plan, Fort Ord Reuse Authority-Base Reuse Plan, and FORA Draft Basewide Habitat Conservation Plan (HCP). Subject to adopted Habitat Management Plan (HMP), 1000-foot Closed Landfill Buffer Zone, DTSC Land Use Covenant relating to contaminated groundwater and methane recovery system addressing the adjacent landfill (a Superfund Site), and 2008 Memorandum of Agreement regarding Habitat Management among RDA, FORA, and Cypress Marina Heights LP. The property can only be used for habitat conservation, preservation, and restoration. The parcel is proposed to be transferred to the County to be managed in accordance with the habitat restrictions and requirements.	2006	Unknown	Unknown			N/A	N/A	Habitat Management Area	Imjin Parkway, Former Fort Ord, Monterey County	031-101-040	2.7 acres	Habitat Management Area	Unknown	None	Fort Ord Reuse Authority to receive 50% of any land sale or lease proceeds, per May 8 2001 Implementation Agreement Section 5(g).	US Army Finding of Suitability to Transfer (FOST) 2006	None. Property may not be developed	Use as Habitat Management Area is in compliance with policies of the former Fort Ord Redevelopment Project Area	None
5	Vacant Lot/Land	Governmental Use	E8a.1.4. Undeveloped property adjacent to the US Army's existing landfill, which is still in use. Partially designated as Habitat Management Area (28.7 acres) and partially as Planned Development Mixed Use (1.7 acres) in the County General Plan, the FORA Base Reuse Plan, and the FORA Draft Basewide Habitat Conservation Plan (HCP). Subject to adopted Habitat Management Plan (HMP), 1000-foot Closed Landfill Buffer Zone, DTSC Land Use Covenant relating to contaminated groundwater and methane recovery system, and 2008 Memorandum of Agreement regarding Habitat Management among RDA, FORA, and Cypress Marina Heights LP. Parcel is proposed to be transferred to the County to be managed in accordance with the habitat restrictions and requirements.	2006	Unknown	Unknown			N/A	N/A	Habitat Management Area and Mixed-Use Commercial Development	Imjin Parkway, Former Fort Ord, Monterey County	031-101-041	30.4 acres	Habitat Management Area (28.7 acres), Planned Development Mixed Use (1.7 acres)	Unknown	None	Fort Ord Reuse Authority to receive 50% of any land sale or lease proceeds, per May 8 2001 Implementation Agreement Section 5(g).	US Army Finding of Suitability to Transfer (FOST) 2006	None. Only 1.7 acres zoned for development, and that portion is not adjacent to any public road or right-of-way	Use as Habitat Management Area is in compliance with policies of the former Fort Ord Redevelopment Project Area	In 2009 the 1.7-acre "development" portion of this site was included in a formerly-proposed 58-acre light industrial subdivision and development project known as "Whispering Oaks". This development was denied by the County Board of Supervisors, and no other development projects have been proposed since that time.
6	Vacant Lot/Land	Governmental Use	E8a.1.5. Currently undeveloped. Designated as "Habitat Management Area" in County General Plan, FORA Base Reuse Plan, and FORA Draft Basewide Habitat Conservation Plan (HCP). Subject to adopted Habitat Management Plan (HMP), 1000-foot Closed Landfill Buffer Zone, and DTSC Land Use Covenant relating to contaminated groundwater and methane recovery system. Property can only be used for habitat conservation, preservation, and restoration. Parcel is proposed to be transferred to the County to be managed in accordance with the habitat restrictions and requirements.	2006	Unknown	Unknown			N/A	N/A	Habitat Management Area	Intergarrison Road, Former Fort Ord, Monterey County	031-101-042	21.4 acres	Habitat Management Area	Unknown	None	Fort Ord Reuse Authority to receive 50% of any land sale or lease proceeds, per May 8 2001 Implementation Agreement Section 5(g).	US Army Finding of Suitability to Transfer (FOST) 2006	None. Property may not be developed	Use as Habitat Management Area is in compliance with policies of the former Fort Ord Redevelopment Project Area	None
7	Vacant Lot/Land	Governmental Use	E8a.1.1.2. Currently undeveloped. 26 acres designated "Habitat Management Area", 56 acres designated "Planned Development Mixed Use" in County General Plan, FORA Base Reuse Plan, and FORA Draft Base-wide Habitat Conservation Plan (HCP). Subject to adopted Habitat Management Plan (HMP), 1,000-foot Closed Landfill Buffer Zone, and DTSC Land Use Covenant relating to contaminated groundwater and methane recovery system. Potential uses are severely constrained by current land use restrictions. Property is depicted on exhibits in the FORA Base Reuse Plan as part of an open space/recreation corridor and contains significant oak woodland resources. Property is proposed to be transferred to the County to be managed in accordance with the habitat restrictions and requirements, and base-wide open space and recreational systems. .	2007	Unknown	Unknown			N/A	N/A		Intergarrison Road, Former Fort Ord, Monterey County	031-101-056	85 acres	Planned Development Mixed Use (56 acres), Habitat Management Area (29 acres)	Unknown	None	Fort Ord Reuse Authority to receive 50% of any land sale or lease proceeds, per May 8 2001 Implementation Agreement Section 5(g).	US Army Finding of Suitability to Transfer (FOST) 2006	High Potential. Property is adjacent to FORA designated "Multi-Modal Corridor", the locatin of a future Bus-Rapid Transit facility currently being planned by the Transportation Agency for Monterey County.		In 2009 the 56-acre "development" portion of this site was included in a formerly-proposed 58-acre light industrial subdivision and development project known as "Whispering Oaks". The development was sponsored by Monterey-Salinas Transit, who proposed to construct a bus maintenance facility and agency administrative offices. This development proposal was denied by the County Board of Supervisors, and no other development projects have been proposed since that time.

LONG RANGE PROPERTY MANAGEMENT PLAN: PROPERTY INVENTORY DATA																						
			HSC 34191.5 (c)(2)	HSC 34191.5 (c)(1)(A)				SALE OF PROPERTY		HSC 34191.5 (c)(1)(B)		HSC 34191.5 (c)(1)(C)			HSC 34191.5 (c)(1)(D)	HSC 34191.5 (c)(1)(E)		HSC 34191.5 (c)(1)(F)	HSC 34191.5 (c)(1)(G)		HSC 34191.5 (c)(1)(H)	
No.	Property Type	Permissible Use	Permissible Use Detail	Acquisition Date	Value at Time of Purchase	Estimated Current Value	Value Basis	Date of Estimated Current Value	Proposed Sale Value	Proposed Sale Date	Purpose for which property was acquired	Address	APN #	Lot Size	Current Zoning	Estimate of Current Parcel Value	Estimate of Income/Revenue	Contractual requirements for use of income/revenue	History of environmental contamination, studies, and/or remediation, and designation as a brownfield site	Description of property's potential for transit oriented development	Advancement of planning objectives of the successor agency	History of previous development proposals and activity
8	Vacant Lot/Land	Governmental Use	E4.6.2. Property is narrow (avg 160' wide) and long (4,300 lf), running along the southerly frontage of Imjin Parkway between Abrams Drive and the northerly extension of 7th Avenue for the length of the closed landfill polygon. Approximately 1.2 acres is part of the Ord Market lease. The rest is currently undeveloped. The parcel is designated as "Planned Development Mixed Use" in the County General Plan, and the FORA Base Reuse Plan. It is subject to the 1000-foot Closed Landfill Buffer Zone, and the DTSC Land Use Covenant relating to contaminated groundwater and methane recovery system. Property to be transferred to the County to preserve the opportunity to dedicate roadway right of way for widening the arterial Imjin Parkway if determined necessary in the future.	2006	Unknown	Unknown			N/A	N/A		Imjin Parkway, Former Fort Ord, Monterey County	031-101-058	16.3 acres	Planned Development Mixed Use	Unknown	None	Fort Ord Reuse Authority to receive 50% of any land sale or lease proceeds, per May 8 2001 Implementation Agreement Section 5(g).	US Army Finding of Suitability to Transfer (FOST) 2006	None.		None
9	Vacant Lot/Land	Governmental Use	East Garrison II parcels. Currently undeveloped. Designated "Planned Development Mixed Use" in County General Plan and FORA Base Reuse Plan. Property was originally contemplated to be developed in residential use as an expansion to the East Garrison I project which is currently under construction. Future development of these parcels is severely constrained by the lack of water availability, residential unit allocation, and other limitations related to the FORA Base Reuse Plan. Property is also subject to certain requirements under the adopted HMP and the draft HCP related to habitat. In addition, the property is adjacent to the new Fort Ord National Monument, and is subject to transfer restrictions in the deeds requiring prior approval by the US Fish & Wildlife Service. These properties are proposed to be transferred to the County to be managed in accordance with the Base Reuse Plan and habitat plans.	2010	Unknown	Unknown			N/A	N/A	Residential Development	Barloy Canyon Road, Former Fort Ord, Monterey County	031-161-032 and 031-161-040	152 acres	Planned Development Mixed Use	Unknown	None	Fort Ord Reuse Authority to receive 50% of any land sale or lease proceeds, per May 8 2001 Implementation Agreement Section 5(g).	US Army Finding of Suitability to Transfer (FOST) 2010	Minimal. Site is not adjacent to any arterial road, public bus line, or future Multi-Modal Corridor.		None
10	Commercial	Governmental Use	E8a.1.2. Ord Market Commercial Development. 1.8 acres of 21.3-acre parcel has existing commercial development - remainder is undeveloped. Entire parcel designated Planned Development Mixed Use in County General Plan and FORA Base Reuse Plan. Property is zoned PQP (the undeveloped portion - which was the zoning when the Army owned it) and LCD-S (the portion developed with Ord Market). Property subject to 1000-foot Closed Landfill Buffer Zone, and Land Use Covenant by the California Department of Toxic Substances Control (DTSC) relating to contaminated groundwater and a methane recovery system. It is proposed that the property transfer to the County and that the County process a lot line adjustment to separate the Ord Market lease site from the rest of the property, provide the existing leaseholder first right to purchase the lease site for fair market value and enter into a "Compensation Agreement" with FORA and the affected taxing entities to share in the land sale proceeds as they are entitled to. The remaining property would be managed in accordance with the Base Reuse Plan and habitat plans and restrictions.	2006	Unknown	Unknown			N/A	N/A	Commercial Development	Imjin Parkway, Former Fort Ord, Monterey County	031-101-039	21.3 acres	19.8 acres PQP, 1.8 acres LCD-S	Unknown	The current rent is approximately \$3,400 per month with the County receiving 50% and FORA receiving 50% under the terms of the May 8, 2001 Fort Ord Implementation Agreement, Section 5(g).	Fort Ord Reuse Authority to receive 50% of any land sale or lease proceeds, per May 8 2001 Implementation Agreement Section 5(g).	US Army Finding of Suitability to Transfer (FOST) 2006	High Potential. Property fronts on the arterial Imjin Parkway, a primary roadway link between Salinas and the Monterey Peninsula. Imjin Parkway is being looked at for possible future Bus-Rapid Transit facility Transportation Agency for Monterey County.		1.8 acres of the property is currently developed with the Ord Market and Gas Station/Car Wash. In 2006 RDA entered into a Disposition, Development (DDA) and Lease Agreement with Darryl Choates for the 3.0-acre Ord Market site which consists of a food market/convenience store, a gas station and a car wash. That portion of the property was rezoned in 2008 as part of the approval of the land use entitlements for the Ord Market and Gas Station. The term of the DDA/Lease Agreement is 20 years (ending on August 22, 2026). There is no provision for a guaranteed right of extension. The DDA/Lease also provides RDA with the right of Early Termination "for any reason whatsoever"; however, if the Successor Agency would want to terminate the Lease early for a reason other than "fault" of the Lessee, the Agency would have to reimburse the Lessee for any unrecovered costs of the Premises improvements (e.g., gas tank installation) and the goodwill value of the business at the time of termination. The rent is structured to allow a reduced rent for the first 10 years of the Lease (2006 to 2016), but transforms to a "fair market value" rent, based on appraisals, for the last 10 years (2016 to 2026). While the DDA/Lease provides the Lessee with the right to seek to sublease or assign its interests, the Lessee must obtain the written consent of the Successor Agency, which has "sole and absolute discretion" in determining whether or not to allow a sublease or assignment.
11	Vacant Lot/Land	Fulfill Enforceable Obligation	East Garrison Carve-Out Parcel A. Currently vacant lot in Phase 1 area of East Garrison development. Subject to adopted East Garrison Specific Plan. DDA requires that this property be retained by the Successor Agency to be developed as a future public library and sheriff field office as part of the Town Center before being transferred to an appropriate body such as the East Garrison Community Facilities District or the Monterey County Free Libraries.	2007	Unknown	Unknown			N/A	N/A	Future library & Sheriff field office	East Garrison Development, Former Fort Ord, Monterey County	031-161-130	0.59 acre	Planned Development Mixed Use	Unknown	None	None	US Army Finding of Suitability to Transfer (FOST) 2007	None.		East Garrison Specific Plan 2005; Disposition & Development Agreement 2005
12	Vacant Lot/Land	Fulfill Enforceable Obligation	East Garrison Carve-out Parcel B. Currently developed with dilapidated historic buildings (old mess halls). Subject to adopted East Garrison Specific Plan and East Garrison Historic District covenants and policies. DDA requires that this property be retained by Successor Agency until transferred to an approved developer for restoration of the historic mess hall buildings for use as artist studios as part of the Historic District.	2007	Unknown	Unknown			N/A	N/A	Future artist studios	East Garrison Development, Former Fort Ord, Monterey County	031-161-021	0.78 acre	Planned Development Mixed Use	Unknown	None	None	US Army Finding of Suitability to Transfer (FOST) 2007	None.		East Garrison Specific Plan 2005; Disposition & Development Agreement 2005
13	Vacant Lot/Land	Fulfill Enforceable Obligation	East Garrison Carve-out Parcel C. Currently developed with dilapidated historic buildings (old mess halls). Subject to adopted East Garrison Specific Plan and East Garrison Historic District covenants and policies. DDA requires that this property be retained by Successor Agency until transferred to an approved developer for restoration of the historic mess hall buildings for use as artist studios as part of the Historic District.	2007	Unknown	Unknown			N/A	N/A	Future artist studios	East Garrison Development, Former Fort Ord, Monterey County	031-161-022	2.39 acres	Planned Development Mixed Use	Unknown	None	None	US Army Finding of Suitability to Transfer (FOST) 2007	None		East Garrison Specific Plan 2005; Disposition & Development Agreement 2005
14	Vacant Lot/Land	Fulfill Enforceable Obligation	East Garrison Carve-out Parcel D. Currently developed with dilapidated historic and non-historic buildings (warehouses, theater, "battle simulation" building). Subject to adopted East Garrison Specific Plan and East Garrison Historic District covenants and policies. DDA requires that this property be retained by Successor Agency until transferred to an approved developer for demolition of non-historic buildings and restoration of the historic buildings for use as artist studios and a public recreation facility as part of the Historic District.	2007	Unknown	Unknown			N/A	N/A	Future artist studios and public recreation facility	East Garrison Development, Former Fort Ord, Monterey County	031-161-023	8.29 acres	Planned Development Mixed Use	Unknown	None	None	US Army Finding of Suitability to Transfer (FOST) 2007	None		East Garrison Specific Plan 2005; Disposition & Development Agreement 2005
15	Vacant Lot/Land	Fulfill Enforceable Obligation	East Garrison MCWD Well Lot L35.8. Currently developed with dilapidated historic buildings (old mess halls). Subject to adopted East Garrison Specific Plan and and East Garrison Historic District covenants and policies. DDA requires that this property be retained by Successor Agency until transferred to an approved developer for restoration of the historic mess hall buildings for use as artist studios as part of the Historic District.	2007	Unknown	Unknown			N/A	N/A	Future artist studios	East Garrison Development, Former Fort Ord, Monterey County	031-161-016	0.14 acres	Planned Development Mixed Use	Unknown	None	None	US Army Finding of Suitability to Transfer (FOST) 2007	None		East Garrison Specific Plan 2005; Disposition & Development Agreement 2005

ATTACHMENT C



DEPARTMENT OF
FINANCE

EDMUND G. BROWN JR. • GOVERNOR

915 L STREET ■ SACRAMENTO CA ■ 95814-3706 ■ WWW.DOF.CA.GOV

October 18, 2013

Ms. Marti Noel, Redevelopment & Housing Assistant Director
Monterey County
168 West Alisal Street, 3rd Floor
Salinas, CA 93901

Dear Ms. Noel:

Subject: Request for a Finding of Completion

The California Department of Finance (Finance) has completed the Finding of Completion for the Monterey County Successor Agency.

Finance has completed its review of your documentation, which may have included reviewing supporting documentation submitted to substantiate payment or obtaining confirmation from the county auditor-controller. Pursuant to Health and Safety Code (HSC) section 34179.7, we are pleased to inform you that Finance has verified that the Agency has made full payment of the amounts determined under HSC section 34179.6, subdivisions (d) or (e) and HSC section 34183.5.

This letter serves as notification that a Finding of Completion has been granted. The Agency may now do the following:

- Place loan agreements between the former redevelopment agency and sponsoring entity on the ROPS, as an enforceable obligation, provided the oversight board makes a finding that the loan was for legitimate redevelopment purposes per HSC section 34191.4 (b) (1). Loan repayments will be governed by criteria in HSC section 34191.4 (a) (2).
- Utilize proceeds derived from bonds issued prior to January 1, 2011 in a manner consistent with the original bond covenants per HSC section 34191.4 (c).

Additionally, the Agency is required to submit a Long-Range Property Management Plan to Finance for review and approval, per HSC section 34191.5 (b), within six months from the date of this letter.

Please direct inquiries to Andrea Scharffer, Staff Finance Budget Analyst, or Chris Hill, Principal Program Budget Analyst, at (916) 445-1546.

Sincerely,

JUSTYN HOWARD
Assistant Program Budget Manager

cc: Ms. Bertha Calderon, Redevelopment & Housing Project Analyst, Monterey County
Ms. Julie Aguero, Auditor Controller Analyst II, Monterey County
California State Controller's Office