

## IMPLEMENTATION AGREEMENT

THIS IMPLEMENTATION AGREEMENT (this "Agreement") is made as of May 1, 2001, between the Fort Ord Reuse Authority ("FORA") and the City of Marina (the "Jurisdiction") with reference to the following facts:

### RECITALS:

- A. FORA is a regional agency established under Government Code Section 67650 to plan, facilitate, and manage the transfer of former Fort Ord property from the United States Army (the "Army") to the governing local jurisdictions or their designee(s).
- B. FORA will acquire portions of the former Fort Ord from the Army, under an Economic Development Conveyance Memorandum of Agreement (hereinafter the "EDC Agreement") between FORA and the Army and dated June 20, 2000. FORA has delivered to the Jurisdiction a complete copy of the EDC Agreement, which includes a conveyance schedule and terms for property transfers.
- C. The Jurisdiction intends to acquire former Fort Ord property conveyed to FORA under the EDC Agreement. Such property is described in the attached Exhibit A (the "Jurisdiction Property").
- D. FORA, as a regional agency, adopted a Base Reuse Plan in June 1997, which identified (1) environmental actions required to mitigate development and redevelopment of the former Fort Ord (the "Basewide Mitigation Measures"), and (2) infrastructure and related costs necessary to accommodate development and redevelopment of the former Fort Ord (the "Basewide Costs").
- E. FORA is obligated by the California Environmental Quality Act, the Base Reuse Plan and the Authority Act (as defined in Section 1 below) to implement the Basewide Mitigation Measures and incur the Basewide Costs. To carry out such obligations, FORA intends to arrange a financing mechanism to apply to all former Fort Ord properties.
- F. In the Base Reuse Plan, FORA identified land sale and lease (or "property based") revenues, redevelopment revenues, and basewide assessments or development fees, as the primary sources of funding to implement the Basewide Mitigation Measures and to pay the Basewide Costs.
- G. The Authority Act requires all revenues received by FORA and/or the Jurisdiction for the Jurisdiction Property to be divided equally between FORA and the Jurisdiction.
- H. In September 1999, Congress passed Section 2821 of the National Defense Authorization Act for Fiscal Year 2000 (Pub. L. 106-65), otherwise known as No-Cost Economic Development Conveyance Legislation. This legislation allows the Army to transfer property to FORA under the EDC Agreement without monetary consideration. Under this legislation any Sale or Lease Proceeds [as defined in Section 1r below] must be applied to the economic development of the former Fort Ord.
- I. FORA and the Jurisdiction (the "Parties") wish to enter into this Agreement to achieve orderly reuse of the Jurisdiction Property and to meet the mutual financial obligations of the Parties.

WITH REFERENCE TO THE FACTS RECITED ABOVE, the Parties agree as follows:

### Section 1. Definitions.

The following capitalized and underscored terms have the following meanings when used in this agreement:

- a. Agreement means this Implementation Agreement.
- b. Army means the United States Army.
- c. Authority Act means, collectively, SB 899 and AB 1600 adopted in 1994, as codified at (i) Government Code Title 7.85, Chapters 1 through 7, commencing with Section 67650, and (ii) selected provisions of the California Redevelopment Law, including Health and Safety Code Sections 33492 et seq. and 33492.70 et seq.
- d. Base Closure Act means Section 2905(b)(4) of the Base Closure Act, as amended by Section 2821 of the Defense Authorization Act for Fiscal Year 2000, No-Cost EDC Legislation - Public Law 106-65.
- e. Base Reuse Plan means the Fort Ord Base Reuse Plan and its accompanying environmental impact report adopted and certified by the FORA Board in June 1997 to guide the reuse of the former Fort Ord, all as amended from time to time.
- f. Basewide Costs means the estimated costs identified in the Base Reuse Plan for the following: FORA Reuse Operations, Net Jurisdictional Fiscal Shortfalls, Caretaker Costs, and Demolition. The Basewide Costs are more particularly described in the Fort Ord Comprehensive Business Plan and the Findings attached to the Base Reuse Plan.
- g. Basewide Mitigation Measures means the mitigation measures identified in the Base Reuse Plan. Basewide Mitigation Measures include: basewide transportation costs; habitat management capital and operating costs; water line and storm drainage costs; FORA public capital costs; and fire protection costs. The Basewide Mitigation Measures are more particularly described in the Fort Ord Comprehensive Business Plan, described in Section 1(f), the Development and Resource Management Plan, and the Findings attached to the Base Reuse Plan.
- h. Direct Leasing Expenses means those leasing expenses actually and reasonably incurred by the Jurisdiction or FORA for purposes of Section 4(d) in the leasing out and operating, as landlord, of a portion of the Jurisdiction-Owned Jurisdiction Property. Such expenses include (without limitation): utilities; administrative overhead; police and fire protection services, to the extent that the need for such services is created by the leasing; insurance; depreciation of capital investments in the leased property in accordance with reasonable depreciation schedules; reasonable contributions to maintenance and replacement reserves; and maintenance.
- i. Direct Sale Expenses means those expenses actually and reasonably incurred by the Jurisdiction or FORA for purposes of Section 4(e) in selling Jurisdiction-Owned Jurisdiction Property to a *bona fide* purchaser for value.
- j. EDC Agreement means the Economic Development Conveyance Memorandum of Agreement between FORA and the Army by which FORA acquires portions of the former Fort Ord from the Army, including Jurisdiction Property.
- k. Fair and Equitable Share means a financial contribution to FORA to be applied toward a Jurisdiction's share of Basewide Mitigation Measures and Basewide Costs. The Fair and Equitable Share is calculated in connection with a particular parcel of Jurisdiction Property, consisting of the sum of the following:

(A) Fifty percent (50%) of the Sale or Lease Proceeds of the particular parcel of Jurisdiction-Owned Jurisdiction Property at the time of its permanent use, to be paid to FORA in accordance with Section 5(g) below; plus

(B) (i) FORA's allocation of tax increment revenue, under California Health and Safety Code Sections 33492.70 and following, generated by the particular parcel of Jurisdiction Property, if there is in effect with respect to the particular parcel of Jurisdiction Property a redevelopment plan adopted in accordance with California Health and Safety Code Sections 33492.70; or

(ii) Such alternate revenue as may be provided under any mechanism established in accordance with Section 10c below, if such a redevelopment plan is not in effect; plus payment of FORA fees and assessments as may be required for the development of the particular parcel of Jurisdiction Property in accordance with FORA's fee policy levied by the Jurisdiction in accordance with Section 6(a) below, subject to reduction on account of Jurisdiction performance and implementation of Basewide Mitigation Measures and Basewide Costs in accordance with Section 6(d) below. FORA's fee policy is attached to this Agreement as Exhibit C.

l. Fort Ord Master Resolution means the collection of administrative rules and regulations adopted by FORA under the Authority Act, as amended. As of the date of this Agreement, the Fort Ord Master Resolution consists of the Resolution adopted March 14, 1997, and amended November 20, 1998, February 19, 1999, and January 21, 2000.

m. FORA means the Fort Ord Reuse Authority.

n. Jurisdiction means the City of Marina.

o. Interim Use means the Jurisdiction's use of transferred property prior to the Jurisdiction's establishment of a permanent use.

p. Jurisdiction-Owned Jurisdiction Property means all of the Jurisdiction Property that the Jurisdiction acquires through FORA.

q. Jurisdiction Property means the portions of the former Fort Ord located within the jurisdictional limits of the Jurisdiction.

r. Sale or Lease Proceeds means the consideration received by the Jurisdiction or FORA for purposes of Sections 4d and 4e when leasing or selling a portion of the Jurisdiction-Owned Jurisdiction Property, minus any Direct Leasing Expenses and/or Direct Sale Expenses.

s. Transaction Worksheet means a report from the Jurisdiction to FORA (in the form attached as Exhibit B) on the details of a proposed lease, sale, or equivalent use transaction involving Jurisdiction-Owned Jurisdiction Property. The Jurisdiction agrees to deliver a Transaction Worksheet to FORA before consummating any lease, sale, or equivalent use transaction, as more particularly described in Section 5 below. An equivalent use transaction is a transaction, other than a lease or sale transaction, through which the Jurisdiction permits third party use of Jurisdiction-Owned Jurisdiction Property in a manner that confers direct or indirect financial benefit to the Jurisdiction.

## Section 2. Compliance With Other Agreements.

a. The Jurisdiction shall use or transfer any Jurisdiction-Owned Jurisdiction Property in compliance with the EDC Agreement, the Base Reuse Plan, the Settlement Agreement in Sierra Club v.

FORA, Monterey County Superior Court Case Number 112014, executed November 30, 1998, the Fort Ord Master Resolution, and the deed restrictions, attached to this Agreement as Exhibit F.

b. FORA and the Jurisdiction shall spend Sale or Lease Proceeds in compliance with the EDC Agreement.

c. At least annually, commencing with the year in which the Army transfers a particular parcel of Jurisdiction Property to FORA and ending on the seventh (7<sup>th</sup>) anniversary of such transfer, the Jurisdiction shall submit to FORA a written report of the Jurisdiction's uses of all Sale or Lease Proceeds received by the Jurisdiction in connection with such parcel of Jurisdiction-Owned Jurisdiction Property and not shared with FORA under Section 5 (i) below. The Jurisdiction shall have forty-five (45) days from the anniversary of each transfer to prepare and submit its report to FORA.

d. Any liability caused by either Party's failure to spend Sale or Lease Proceeds in compliance with the EDC Agreement shall be borne by the Party who causes such liability.

Section 3. Compliance with Water/Waste Water Allocations.

a. In using, developing, or approving development on the Jurisdiction Property, the Jurisdiction shall not commit (or cause the commitment of) water resources that are unavailable to the Jurisdiction (whether through FORA allocations or otherwise).

b. FORA's current water allocations are set forth in the attached Exhibit E. On June 13, 1997, FORA adopted its Development and Resource Management Plan. Section 3.11.54 of that plan includes procedures for adjusting water allocations. That reallocation procedure is subject to FORA's general operating procedures in Chapter 8 of the FORA Master Resolution. Any such reallocation shall be reviewed by the FORA Water/Wastewater Oversight Committee prior to consideration by the FORA Board.

c. If FORA allocates wastewater discharge capacity rights to the Jurisdiction, any reallocation to these capacity rights shall be made in the same manner as provided in this section for adjustments to water allocations.

Section 4. Acquisition from Army; Disposition to Jurisdiction.

a. FORA shall diligently seek to acquire the portions of Jurisdiction Property from the Army identified within the EDC Agreement.

b. Concurrently with FORA's acquisition of Jurisdiction Property from the Army (or at such other times as the Parties may agree in writing), FORA shall transfer such property to the Jurisdiction, and the Jurisdiction shall accept such property. Upon transfer, such property shall become Jurisdiction-Owned Jurisdiction Property. Each transfer shall include the deed restrictions and notices found in Exhibit F.

c. FORA shall keep the Jurisdiction informed about any conveyance of Jurisdiction Property from the Army to FORA. FORA shall also prepare documents needed to convey property from FORA to the Jurisdiction.

d. If FORA decides to lease portions of the Jurisdiction Property to a third party after transfer from the Army to FORA, but prior to its transfer to the Jurisdiction, FORA agrees to obtain the Jurisdiction's prior written consent to such lease. FORA also agrees to distribute to the Jurisdiction fifty percent (50%) of the Sale or Lease Proceeds as defined in Section 1r.

e. The Jurisdiction may direct FORA to transfer property directly to a third party rather than to the Jurisdiction. If the Jurisdiction so elects, the distribution of Sale or Lease Proceeds as defined in Section 1r shall apply to the direct transfer.

Section 5. Subsequent Jurisdiction Disposition.

a. The Jurisdiction may dispose of Jurisdiction-Owned Jurisdiction Property in its discretion, consistent with this Section 5 and Section 6.

b. The Jurisdiction and FORA shall use a Transaction Worksheet, in substantially the form attached to this Agreement as Exhibit B, to document the estimated and final distribution of Sales or Lease Proceeds as more particularly described in the remaining subsections of this Section 5.

c. Forty-five (45) days prior to the Jurisdiction's anticipated final approval of any leasehold or fee transfer of a portion of Jurisdiction-Owned Jurisdiction Property, the Jurisdiction shall deliver to FORA a completed Transaction Worksheet that includes all relevant information about the proposed transfer as requested in the form attached to this Agreement as Exhibit B. FORA shall have the 45 days to review such Transaction Worksheet and informally resolve any issues it may have with the transaction. Within ten (10) business days after FORA requests substantiating documentation, the Jurisdiction shall deliver to FORA documents to support facts represented in the Transaction Worksheet. The Jurisdiction shall not approve any leasehold or fee transfer of a portion of Jurisdiction-Owned Jurisdiction Property until the earlier of (i) forty-five (45) days after delivering to FORA a Transaction Worksheet that includes all relevant information about the proposed transfer as requested in the form attached to this Agreement as Exhibit B, or (ii) thirty (30) days after FORA has confirmed in writing that the Transaction Worksheet is complete.

d. If FORA disagrees with the Transaction Worksheet, FORA shall provide the Jurisdiction with written notice of its objections, including specific objections and reasoning, at least three (3) business days before the meeting scheduled for the Jurisdiction's governing body to consider approval of the transfer. If the Jurisdiction has complied with the requirements of Section 5c and approves the transfer at the noticed meeting in the manner described in the Transaction Worksheet delivered to FORA, then FORA shall be deemed to have waived its right to protest the transfer unless FORA provided the Jurisdiction written notice of its protest, and the grounds on which it is based, at least three (3) business days prior to the noticed meeting. FORA shall be restricted to those objections contained in the written notice of objections.

Notwithstanding the foregoing provisions, the Parties acknowledge that the transfer process will benefit from early and detailed discussions between FORA and the Jurisdiction.

e. In disposing of Jurisdiction-Owned Jurisdiction Property, the Jurisdiction may require any level or type of consideration permitted by state law. In determining the lawful consideration, the Jurisdiction shall obtain and rely on an appraisal by an appraiser. Alternately, if the Jurisdiction-Owned Jurisdiction Property is within a redevelopment project area, then the Jurisdiction may rely upon an economic consultant's opinion of residual land value consistent in scope and approach with that employed by certified appraisers. In determining the property's fair market value, the appraiser or economic consultant shall be instructed to:

(i) assume that the highest and best use is (A) that use designated in the Base Reuse Plan, if the Jurisdiction authorizes development at such highest and best use, or (B) a less intensive use, consistent with the Base Reuse Plan, designated by the Jurisdiction under Chapter 8 of the Fort Ord Master Resolution, if applicable, and if the Jurisdiction restricts development to such less

intensive use, or (C) any less intensive land use, consistent with the Base Reuse Plan, required by the Jurisdiction in the applicable proposed transfer agreement; and

(ii) consider the effect of any development obligations and use restrictions in the proposed transfer agreement; and

(iii) consider the effect of customary local development fees and exactions, the FORA fees and exactions described in Section 6, and any special taxes or assessments that may be levied in accordance with Section 7.

Each Transaction Worksheet submitted to FORA must include a description of the property's fair market value established under the foregoing assumptions and considerations. If an appraiser determined such value, then the Transaction Worksheet must include the appraisal instructions. When and if the Jurisdiction-Owned Jurisdiction Property is within a redevelopment project area and value was determined by an economic consultant's opinion of residual land value, then the Transaction Worksheet must include a complete description of assumptions and method used to arrive at the value. Finally, the Jurisdiction shall document its analysis of each transaction in a reasonable manner, including staff reports and evidence offered to support governing body findings.

f. In disposing of Jurisdiction-Owned Jurisdiction Property, the Jurisdiction shall include in the disposition documentation a promise by the transferee, and its successors in interest, to comply with Section 7 of this Agreement and the deed restrictions in Exhibit F.

g. When the Jurisdiction receives Sale or Lease Proceeds, the Jurisdiction shall promptly deliver to FORA (i) fifty percent (50%) of the amount of such Sale or Lease Proceeds, and (ii) an update to any applicable Transaction Worksheet. The updated Transaction Worksheet, if any, shall identify the property for which the Sale or Lease Proceeds have been received and specify any Direct Sale Expenses or Direct Leasing Expenses that have been incurred or recalculated for the property since the delivery of the original Transaction Worksheet. The Jurisdiction shall deliver to FORA reasonable documentation to substantiate the information in a Transaction Worksheet update within ten (10) business days after receiving a request from FORA for such documentation.

h. The Sale or Lease Proceeds held by either the Jurisdiction or FORA after payments have been made to FORA under Section 5 (g) may be used by the Parties in any manner consistent with the EDC Agreement and the Base Reuse Plan. [See Authority Act GC 67678] and Base Closure Act.]. The Parties acknowledge that the EDC Agreement requires Sale or Lease Proceeds to be spent only on Economic Development Uses, as defined in the EDC Agreement.

i. Within forty-five (45) days of the end of the last preceding calendar year, the Jurisdiction shall file with FORA a report for the preceding year that summarizes (i) the transactions disclosed in Transaction Worksheets during the year, (ii) Sale or Lease Proceeds received during the year (including the calculation of Direct Sale Expenses and Direct Leasing Expenses), (iii) payments made to FORA during the year, and (iv) expenditures that the Jurisdiction made during the year with its retained Sale or Lease Proceeds. Within ten (10) days after a request by FORA for substantiating documentation, the Jurisdiction shall deliver to FORA reasonable documentation to substantiate the information in the annual report.

#### Section 6. Basewide Mitigation Measures and Basewide Costs.

a. The Jurisdiction acknowledges that the Authority Act [at Government Code Section 67679(e)] prohibits the Jurisdiction from issuing a building permit for development projects on the Jurisdiction Property unless and until FORA has certified that all development fees that it has levied with

respect to the development project have been paid or otherwise satisfied. To assist FORA in levying development fees, and to the extent legally permissible, the Jurisdiction shall levy, on development projects on the Jurisdiction Property, development fees and assessments in accordance with FORA's adopted fee policy in effect from time to time, to be payable by the project applicant directly to FORA. FORA shall pay all Jurisdiction costs, including reasonable attorneys' fees, incurred defending any legal challenge to the Jurisdiction's authority to levy such development fees and assessments for the benefit of FORA. Nothing in the preceding sentence obligates the Jurisdiction to defend such legal challenge.

b. The Jurisdiction shall not approve a sale, lease, or equivalent use of Jurisdiction-Owned Jurisdiction Property until the Fair and Equitable Share for the particular parcel has been identified in a Transaction Worksheet submitted to FORA under Section 5c.

c. The Jurisdiction shall not complete an approved sale, lease, or equivalent use transaction with respect to a particular parcel of Jurisdiction-Owned Jurisdiction Property until (1) the method of payment of the Fair and Equitable Share for such property has either been established in accordance with the definition of Fair and Equitable Share; (2) some type of financing mechanism is in place to meet the Jurisdiction's Fair and Equitable Share for such property; or (3) otherwise arranged with FORA in writing. This requirement, which supplements other provisions of this Agreement providing for payment to FORA of the Fair and Equitable Share for such parcel, ensures that FORA will receive the tax increment (or equivalent) component of the Fair and Equitable Share for such parcel.

d. The Jurisdiction may fund (or cause the funding of) certain elements of Basewide Mitigation Measures or Basewide Costs from its own resources, grants, or from developers contracting with the Jurisdiction for reuse of the Jurisdiction Property. For each dollar of such Jurisdiction (or Jurisdiction-caused) funding that is not part of the Fair and Equitable Share, there shall be a one (1) dollar reduction in the Fair and Equitable Share that the Jurisdiction would otherwise owe to FORA with respect to any portion of the Jurisdiction Property. The Jurisdiction shall determine when and how the reduction in the Jurisdiction's Fair and Equitable Share will be accounted for. The Jurisdiction shall report on such reductions, including the source of the reduction and how the reduction will be accounted for, in each annual report submitted to FORA pursuant to Section 5(i) above. In addition, any Transaction Worksheet for a transaction in which such a reduction will be accounted for must describe the applicable reduction. Notwithstanding the foregoing, the Jurisdiction shall not fund (or cause the funding of) any elements of Basewide Mitigation Measures or Basewide Costs without first notifying FORA of the Jurisdiction's intention to do so. If FORA reasonably disapproves such funding it shall provide written notice of that disapproval to the Jurisdiction within fifteen (15) days after receipt of the Jurisdiction's notice of intention. Upon receipt of such notice of disapproval from FORA, the Jurisdiction shall not proceed with the proposed funding of Basewide Mitigation Measures or Basewide Costs.

e. When FORA has levied (or the Jurisdiction has levied for the benefit of FORA) development fees or assessments on development projects that constitute Interim Uses, the development fees or assessments paid to FORA in connection with such Interim Uses shall be credited toward development fees or assessments levied on subsequent development projects involving permanent uses of the same property. Under no circumstances is FORA obligated to refund development fees or assessments where a permanent use triggers development fees or assessments that are less than those for a prior Interim Use of the same property.

f. If FORA is unable, despite reasonable good faith efforts, to pay Basewide Costs and undertake Basewide Mitigation Measures, then upon a request from FORA, the Jurisdiction shall initiate a process to consider its own financing mechanisms to raise revenues to contribute, toward Basewide Costs and the cost of undertaking Basewide Mitigation Measures. Nothing in this Section 6(f) requires the Jurisdiction to adopt any specific financing mechanism or contribute any funds to alleviate FORA's funding insufficiency.

g. FORA shall pay Basewide Costs and undertake Basewide Mitigation Measures for the benefit of the Jurisdiction Property to the same extent that FORA pays Basewide Costs and undertakes Basewide Mitigation Measures for the benefit of other property. FORA may pay Basewide Costs and undertake Basewide Mitigation Measures in accordance with a FORA-approved schedule of improvements and mitigations, which may be modified from time to time. FORA shall, however, afford the Jurisdiction an opportunity to participate in FORA's approval of a schedule of improvements and mitigations. During any 5-year period, starting with the first FORA approval of a schedule of improvements and mitigations, the benefit to the Jurisdiction Property must be equitable and proportional to the benefit to other property benefited by Basewide Mitigation Measures.

Section 7. Formation of Financing District.

In consideration for the transfer of Property from FORA to the Jurisdiction, the Jurisdiction agrees, for itself, its tenants, and successors, in interest, not to interfere with, protest, or challenge the imposition and formation of any land-based financing district allowed by Government Code 67679(d) (a "Financing District"), which is reasonably necessary to implement the Basewide Costs and Basewide Mitigation Measures. The Jurisdiction further agrees to provide all reasonable assistance to FORA in such formation, including, if required, voting affirmatively for the formation of any such Financing District. A Financing District is  reasonably necessary to implement the Basewide Costs and Basewide Mitigation Measures if:

- (i) FORA's revenues from all other sources are reasonably expected to be inadequate to the Basewide Costs and Basewide Mitigation Measures consistent with FORA's policy adopted in January 1999 and previously approved in the Base Reuse Plan in 1997. (That cost is estimated to be as much as Two Hundred Twenty-Five Million Dollars [\$225,000,000]); and
- (ii) the special taxes or assessments from such Financing District are limited to the gap between the revenues needed by FORA for such purposes and the revenues otherwise reasonably available to FORA for such purposes.

The Jurisdiction and such tenants, successors in interest or assigns may, however, protest the rate or apportionment of special taxes or assessments over property within such a Financing District if such special taxes or assessments are greater than those identified in Exhibit C (as indexed for inflation). The Jurisdiction shall include this obligation in all conveyance instruments of the Jurisdiction-Owned Jurisdiction Property.

Section 8. Unique Situations.

The attached Exhibit D identifies applicable unique situations for which the allocation of Sale or Lease Proceeds or developer assessments vary from the provisions of sections 5 or 6.

Section 9. Development and Service Costs.

As between the Parties, the Jurisdiction shall be responsible for all development costs, except Basewide Mitigation Measures and Basewide Costs. Jurisdiction costs include, without limitation: non-basewide construction, property clearance, site preparation, project-specific demolition costs, and other project-specific development costs. Nothing in this Agreement requires the Jurisdiction to undertake any development of the Jurisdiction Property or to be responsible for payment of any taxes or fees that would normally be paid by developers or property owners.



Section 10. Redevelopment.

a. The Jurisdiction shall initiate a process to consider the adoption of a redevelopment plan for a redevelopment area consisting of some or all of the Jurisdiction Property. Nothing in this Agreement requires the Jurisdiction to adopt a redevelopment plan.

b. The Jurisdiction may assign its rights (and delegate its duties) under this Agreement to the redevelopment agency for the Jurisdiction's jurisdictional boundaries.

c. If a redevelopment plan, adopted in accordance with California Health and Safety Code Sections 33492.70 and following, is not in effect with respect to all of the Jurisdiction Property within two (2) years after the date of this Agreement, or if a redevelopment plan, adopted in accordance with California Health and Safety Code Sections 33492 and following, is not in effect with respect to a particular parcel of the Jurisdiction Property by the time the Jurisdiction seeks to complete a sale, lease, or equivalent use transaction for such parcel, then the Parties shall negotiate in good faith to identify a financing mechanism that would result in FORA receiving revenue equal to the tax increment revenue that FORA would have received from the Jurisdiction Property (or applicable parcel). If the Parties fail to agree on the calculation of Fair and Equitable Share for a specific project within Jurisdiction Property, FORA may find a project inconsistent with the Base Reuse Plan, as provided in the Authority Act. Nothing in this Section 10© obligates the Jurisdiction to implement any particular financing mechanism.

Section 11. Ordnance.

The Parties shall cooperate with the Army's investigation, characterization, and remediation of potential ordnance and explosives impediments to allow the reuse of the Jurisdiction Property as contemplated by the Base Reuse Plan.

Section 12. Public Information.

FORA and the Jurisdiction will cooperate in providing appropriate public information in open meetings as necessary or requested by the Jurisdiction.

Section 13. Audit.

Each Party may, at its own expense, audit those records of the other Party that directly relate to performance under this Agreement. Each Party has an obligation to make all such records available, within a reasonable period of time, to the auditing Party.

Section 14. Notice.

Formal notices, demands, and communications between the Parties shall not be deemed given unless sent by certified mail, return receipt requested, or express delivery service with a delivery receipt, or personal delivery with a delivery receipt, to the principal office of the Parties as follows:

Jurisdiction:

City of Marina  
ATTN: John Longley,  
City Manager  
211 Hillcrest Avenue  
Marina, CA 93933

FORA:

Fort Ord Reuse Authority  
ATTN: Michael A. Houlemard, Jr.,  
Executive Officer  
100 12<sup>th</sup> Street, Bldg. 2880  
Marina, California 93933

Such written notices, demands, and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate as provided in this Section 14. Receipt shall be deemed to have occurred on the date marked on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

Section 15. Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the Agreement's provisions.

Section 16. Severability.

If any term of this Agreement is held in a final disposition by a court of competent jurisdiction to be invalid, then the remaining terms shall continue in full force unless the rights and obligations of the Parties have been materially altered by such holding of invalidity.

Section 17. Dispute Resolution.

a. Dispute resolution procedure. If any dispute arises between the Parties under this Agreement, the Parties shall resolve the dispute in accordance with this Section 17.

b. Duty to meet and confer. The Parties shall first meet and confer in good faith and attempt to resolve the matter between themselves. Each Party shall make all reasonable efforts to provide to the other Party all the information in its possession that is relevant to the dispute, so that both Parties have the information needed to reach agreement. If these negotiations fail to produce agreement after fifteen (15) days from the initial demand, either Party may demand mediation.

c. Mediation. If meeting and conferring do not resolve the dispute, then the matter shall be submitted for formal mediation to the Mediation Center of Monterey County, the American Arbitration Association, the Judicial Arbitration and Mediation Services, or such other mediation service as the parties may mutually agree upon. Either Party may terminate the mediation if it fails to produce agreement within forty-five (45) days from selection of the mediator. The expenses of such mediation shall be shared equally between the Parties.

d. Arbitration. If the dispute has not been resolved by mediation, and if both Parties wish to pursue arbitration, then the dispute shall be submitted to arbitration. The decision of the arbitrator or arbitrators shall be binding, unless within thirty (30) days after issuance of the arbitrator's written decision, either Party files an action in court.

- (i) Any potential arbitrator must affirmatively disclose all of his or her potential conflicts of interest, and a description of the nature of his or her past and current law practice (if applicable), before the Parties select the arbitrator. A Party may disqualify any potential arbitrator whom the Party subjectively perceives to have a conflict or bias.

Any potential arbitrator must be a qualified professional with expertise in the area that is the subject of the dispute, unless the Parties otherwise agree.

- (ii) The Parties shall jointly select a single arbitrator.
- (iii) Before commencement of the arbitration, the Parties may elect to have the arbitration proceed on an informal basis; however, if the Parties are unable so to agree, then the arbitration shall be conducted in accordance with Code of Civil Procedure Sections 1280 and following, and to the extent that procedural issues are not there resolved, in accordance with the rules of the American Arbitration Association. Notwithstanding the foregoing, the requirements of Section 17(d)(iv) shall apply.
- (iv) The arbitrator must issue a written decision setting forth the legal basis of the decision, making findings of all relevant facts and stating how the law was applied to the found facts, and the decision must be consistent with and apply the law of the State of California.

e. Attorney's Fees and Costs. Should the dispute of the Parties not be resolved by negotiation or mediation, and in the event it should become necessary for either Party to enforce any of the terms and conditions of this Agreement by means of arbitration, court action or administrative enforcement, the prevailing Party, in addition to any other remedy at law or in equity available to such Party, shall be awarded all reasonable cost and reasonable attorney's fees in connection therewith, including the fees and costs of experts reasonably consulted by the attorneys for the prevailing Party.

f. Judicial Resolution. If the dispute is not or cannot be resolved by mediation, and if there is not agreement between the Parties to pursue arbitration, then either Party may commence an action in the Superior Court of Monterey County. The prevailing Party, in addition to any other remedy at law or in equity available to such Party, shall be awarded all reasonable costs and reasonable attorney's fees, including the fees and costs of experts reasonably consulted by the attorneys for the prevailing Party.

g. Prevailing Party. For purposes of Sections 17(e) and (f), "prevailing Party" shall include a Party that dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

#### Section 18. Entire Agreement.

This Agreement contains the entire agreement of the Parties with respect to Jurisdiction Property. No other statement or representation by any employee, officer, or agent of either Party, which is not contained in this Agreement, shall be binding or valid.

#### Section 19. Multiple Originals; Counterparts.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

#### Section 20. Modifications.

This Agreement shall not be modified except by written instrument executed by and between the Parties.

Section 21. Interpretation.

This Agreement has been negotiated by and between the representatives of both Parties, both Parties being knowledgeable in the subject matter of this Agreement, and each Party had the opportunity to have the Agreement reviewed and drafted by their respective legal counsel. Accordingly, any rule of law (including Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effectuate the purpose of the Parties and this Agreement.

Section 22. Relationship of the Parties.

Nothing in this Agreement shall create a joint venture, partnership or principal-agent relationship between the Parties unless specifically provided herein.

Section 23. Waiver.

No waiver of any right or obligation of either Party hereto shall be effective unless in writing, specifying such waiver, executed by the Party against whom such waiver is sought to be enforced. A waiver by either Party of any of its rights under this Agreement on any occasion shall not be a bar to the exercise of the same right on any subsequent occasion or of any other right at any time.

Section 24. Further Assurances.

The Parties shall make, execute, and deliver such other documents, and shall undertake such other and further acts, as may be reasonably necessary to carry out the intent of this Agreement.

Section 25. Days.

As used in this Agreement, the term "days" means calendar days unless otherwise specified.

AS OF THE DATE FIRST WRITTEN ABOVE, the Parties evidence their agreement to the terms of this Agreement by signing below:

Fort Ord Reuse Authority,  
A Public Corporation of the State of California  
By: [Signature]  
Its: EXECUTIVE OFFICER

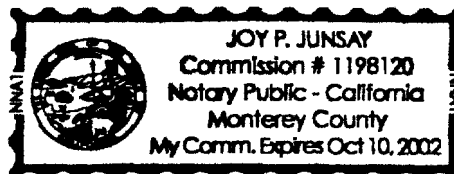
City of Marina,  
A Political Subdivision of the State of California  
By: [Signature]  
Its: CITY MANAGER

**NOTARY ACKNOWLEDGMENT**

STATE OF CALIFORNIA, COUNTY OF MONTEREY

On June 11, 2001, before me Joy P. Junsay, Notary Public, personally appeared John Lomela personally known to me or proved on the basis of satisfactory evidence to be the person whose name is subscribed on the accompanying instrument and acknowledged to me that he/she executed the instrument in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal, NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

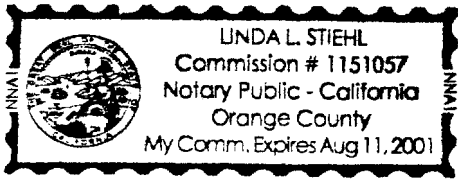
State of California

County of Monterey

On June 29, 2001 before me, Linda L. Stiehl, notary public

personally appeared Michael A. Houlemard, Jr.

personally known to me – OR –  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.



WITNESS my hand and official seal.

Linda L. Stiehl  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Implementation Agreement

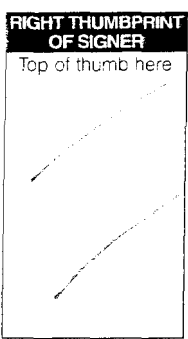
Document Date: May 1, 2001 Number of Pages: 28

Signer(s) Other Than Named Above: John Longley

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Michael A. Houlemard, Jr.

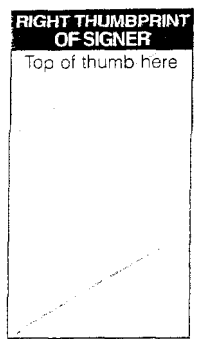
- Individual
- Corporate Officer
- Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: FCRA  
Executive Officer



Signer Is Representing:  
Fort Ord Base  
Authority

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer
- Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

**EXHIBIT A**  
**DESCRIPTION OF THE JURISDICTION PROPERTY**

A. FORA proposes to transfer the following real property to the Jurisdiction under this Agreement: all COE parcels that designate the Jurisdiction (City of Marina) as the final recipient.<sup>1</sup>

B. All personal property located on the above-described real property, including, but not limited to, all buildings, facilities, roadways, and other infrastructure, including the storm drainage systems and the telephone system infrastructure, and any other improvements thereon (including all replacements or additions thereto between the date of this Agreement and the date of conveyance of the Property to FORA).

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<sup>1</sup> See Exhibit A, Attachment 1, for the FORA Parcels Using COE Parcel Numbers map with attached COE Description of Properties previously described as Exhibit "A" of the Memorandum of Agreement Between the Department of the Army and the Fort Ord Reuse Authority dated June 20, 2000.

EXHIBIT B  
Transaction Detail Report – Form  
FORT ORD REUSE AUTHORITY

<b>TRANSACTION #</b>		<b>JURISDICTION:</b>	
Seller/Lessor: Address:		Buyer/Lessee: Address:	
Phone: Fax:		Phone: Fax:	
<b>Escrow Company:</b>			
<b>Title Company:</b>			
<b>Property Location:</b>			
<b>Parcel #:</b>		<b>Size:</b>	
<b>Valuation Company/Firm:</b>		<b>Date of Valuation:</b>	
<b>Valuation Instructions/Specifics:</b>			
Demolition Required: No <input type="checkbox"/> Yes <input type="checkbox"/> \$ _____ Cost			
Instructions: _____			
_____			
<b>Value:</b>			
<b>Proposed Uses of Property:</b>			
<b>Interim Use (Lease):</b> Yes <input type="checkbox"/> No <input type="checkbox"/> <b>Description:</b>			
<b>Costs of Sale/Lease:</b>			
	<b>Estimated</b>	<b>Final</b>	<b>Date</b>
1. Fees (Recording)			
2. Administrative Costs			
3. Title Report			
4. Subdivision Map and Surveys			
5. Site Improvements			
6. Title Insurance			
7. Brokers Fees			
8. Off-Site Improvements			
9. Taxes			
10. Special Conditions			
11. Leasing Expenses			
12. Special Enhancements			
13. Other Items (Attach Supplemental as needed)			

FORT ORD REUSE AUTHORITY	[JURISDICTION]
_____	_____

EXHIBIT C

**Basewide Development Fee/Assessments**

New Residential	\$29,600 per unit
Preston Lease	\$0
Preston Sale	\$8,900 per unit
Other Existing Housing	\$8,900 per unit
New Retail	\$80,000 per acre
New Industrial/Business office	\$3,880 per acre
Hotel/Motel	\$6,600 per room
Park/Recreation	\$-0-

Interim rental fees from Interim Use as defined in Section 1(o) and described in Section 6(e) of this Agreement.



## EXHIBIT D

### UNIQUE SITUATIONS WITH UNIQUE ALLOCATIONS OF SALE OR LEASE PROCEEDS

**PRESTON PARK HOUSING:** The three hundred fifty-four (354) units of housing within Preston Park shall be administered as provided in this Agreement, subject to the following additional provisions:

1. The Fort Ord Reuse Authority (FORA) and the City of Marina (Marina) agree to abide by the action taken by FORA Board in December 1999 to apply the net revenues from the leasing of the Preston Park Housing Complex to capital projects and related costs at the former Fort Ord. In addition, FORA and Marina agree that the extension of the Preston Park Lease Agreement as approved by the FORA Board and as attached hereto will govern the expanded area of leasing as may be amended from time to time and as permitted through the term of the lease amendment. FORA and Marina also agree that all revenues from the leasing of the Preston Park Housing Complex shall be in accordance with section 5(g) of this Implementation Agreement. If Marina, at its discretion, at some point in the future, elects to sell a portion or all of the Preston Park Housing Parcels, the proceeds will be distributed and the assessment of the property shall be in accordance with any other transaction covered by this agreement.

The sublease with Mid-Peninsula Housing Corporation shall remain in effect for its term, as extended, and the provisions of the lease to FORA shall apply to the administration of the housing. In March 2000, FORA extended the lease with the U.S. Army for five additional years, with a one-year option to extend. The one-year option is available only if FORA is unable to recover its construction/rehabilitation costs during the five-year extension period.

2. Charges, including those paid to support Marina Public Safety services, may be taken and applied by the City in a manner consistent with the practices and policies, which have applied heretofore in the administration of the sublease and its implementing measures, for the term of the sublease and any extension thereto.
3. The action allocating Preston Park revenues to projects, as taken by the FORA Board of Directors in December 1999, shall continue to apply and the amount of net revenues allocated from the lease of the Preston Park Housing recommended by the Marina City Council and approved by the FORA Board shall continue to be allocated to capital projects and related costs at the former Fort Ord. Clarifications of the approved allocation list shall be made by joint action with a recommendation from the Marina City Council and approval by the FORA Board of Directors.
4. Upon recommendation from the Marina City Council and approval by the FORA Board of Directors, the lease and sublease of Preston Park Housing may be extended for the support of the Department of Defense mission in the Monterey Bay area, to include units within Abrams Park Housing.
5. Any sale of Preston Park housing, or leasing beyond the terms described in this Exhibit, and the distribution of the proceeds there from, shall be in accordance with the provisions of this Agreement.

#### **HAYES HOUSING:**

In consideration for the City of Seaside's agreement to undertake the basewide costs associated with building removal at the Hayes Park Project, the development fees for the Hayes Park developer will be reduced by \$10,000 per dwelling unit removed. It is anticipated that this provision will be formally enacted by separate agreement between FORA and Seaside at a future date. To the extent such agreement modifies this general provision, it supersedes this section.

EXHIBIT E

WATER RESERVATIONS AND ALLOCATIONS (Current Year)

ENTITY	FORT ORD REUSE PLAN ALLOCATION In Acre Feet per Year (AFY)
ORD MILITARY COMMUNITY (Reservation)	1729
CSUMB	1035
UC MBEST	230
COUNTY	560
COUNTY/STATE PARKS	45
DEL REY OAKS	75
MONTEREY	65
MARINA (SPHERE)	10
SEASIDE	710
MARINA	1175
<hr/>	
TOTAL ALLOCATIONS	5634
Assumed Line Loss	532
Reserve	434
<hr/>	
Total	6600

**EXHIBIT F  
DEED RESTRICTION AND COVENANTS**

The Deed Restriction and Covenants is made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by the Fort Ord Reuse Authority ("Owner"), a governmental public entity organized under the laws of the State of California, with reference to the following facts and circumstances.

- A. Owner is the owner of the real property described in Exhibit A to this Deed Restriction and Covenants ("the property"), by virtue of a conveyance of the property from the United States Government and/or the United States Department of the Army to Owner in accordance with state and federal law, the Fort Ord base Reuse Plan ("the Reuse Plan"), and the policies and programs of the Fort Ord Reuse Authority.
- B. Future development of the property is governed under the provisions of the Reuse Plan and other applicable general plan and land use ordinances and regulations of the local governmental entity on which the property is located consistent with the Reuse Plan.
- C. The Reuse Plan provides that the property can only be used and developed in a manner consistent with the Reuse Plan.
- D. The Reuse Plan recognizes that development of all property conveyed from FORA is constrained by limited water, sewer, transportation, and other infrastructure services and by other residual effects of a former military reservation, including unexploded ordinance.
- E. It is the desire and intention of Owner, concurrently with its acceptance of the conveyance of the property, to recognize and acknowledge the existence of these development constraints on the property and to give due notice of the same to the public and any future purchaser of the property.
- F. It is the intention of the Owner that this Deed Restriction and Covenants is irrevocable and shall constitute enforceable restrictions on the property.

NOW, THEREFORE, Owner hereby irrevocably covenants that the property subject to this Deed Restriction and Covenants is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following restrictions and covenants on the use and enjoyment of the property, to be attached to and become a part of the deed to the property. The Owner, for itself and for its heirs, assigns, and successors in interest, covenants and agrees that:

1. Development of the property is not guaranteed or warranted in any manner. Any development of the property will be and is subject to the provisions of the Reuse Plan, the policies and programs of the Fort Ord Reuse Authority, including the Authority's Master Resolution, and other applicable general plan and land use ordinances and regulations of the local governmental entity on which the property is located and compliance with CEQA.

2. Development of the property will only be allowed to the extent such development is consistent with applicable local general plans which have been determined by the Authority to be consistent with the Reuse Plan, including restraints relating to water supplies, wastewater and solid waste disposal, road capacity, and the availability of infrastructure to supply these resources and services, and does not exceed the constraint limitations described in the Reuse Plan and the Final Program Environmental Impact Report on the Reuse Plan.

3. \_\_\_\_\_ (Left blank on purpose)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. This Deed Restriction and Covenants shall remain in full force and effect immediately and shall be deemed to have such full force and effect upon the first conveyance of the property from FORA, and is hereby deemed and agreed to be a covenant running with the land binding all of the Owner's assigns or successors in interest.
5. If any provision of this Deed Restriction and Covenants is held to be invalid or for any reason becomes unenforceable, no other provision shall be thereby affected or impaired.
6. Owner agrees to record this Deed Restriction and Covenants as soon as possible after the date of execution.

IN WITNESS WHEREOF, the foregoing instrument was subscribed on the day and year first above-written.

**Owner**

**NOTARY ACKNOWLEDGMENT**  
STATE OF CALIFORNIA  
COUNTY OF MONTEREY

On \_\_\_\_\_, 2000, before me \_\_\_\_\_, Notary Public personally appeared \_\_\_\_\_ personally known to me or proved on the basis of satisfactory evidence to be the person whose name is subscribed on the accompanying instrument and acknowledged to me that he/she executed the instrument in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal, NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA

### FORA PARCELS USING COE PARCEL NUMBERS

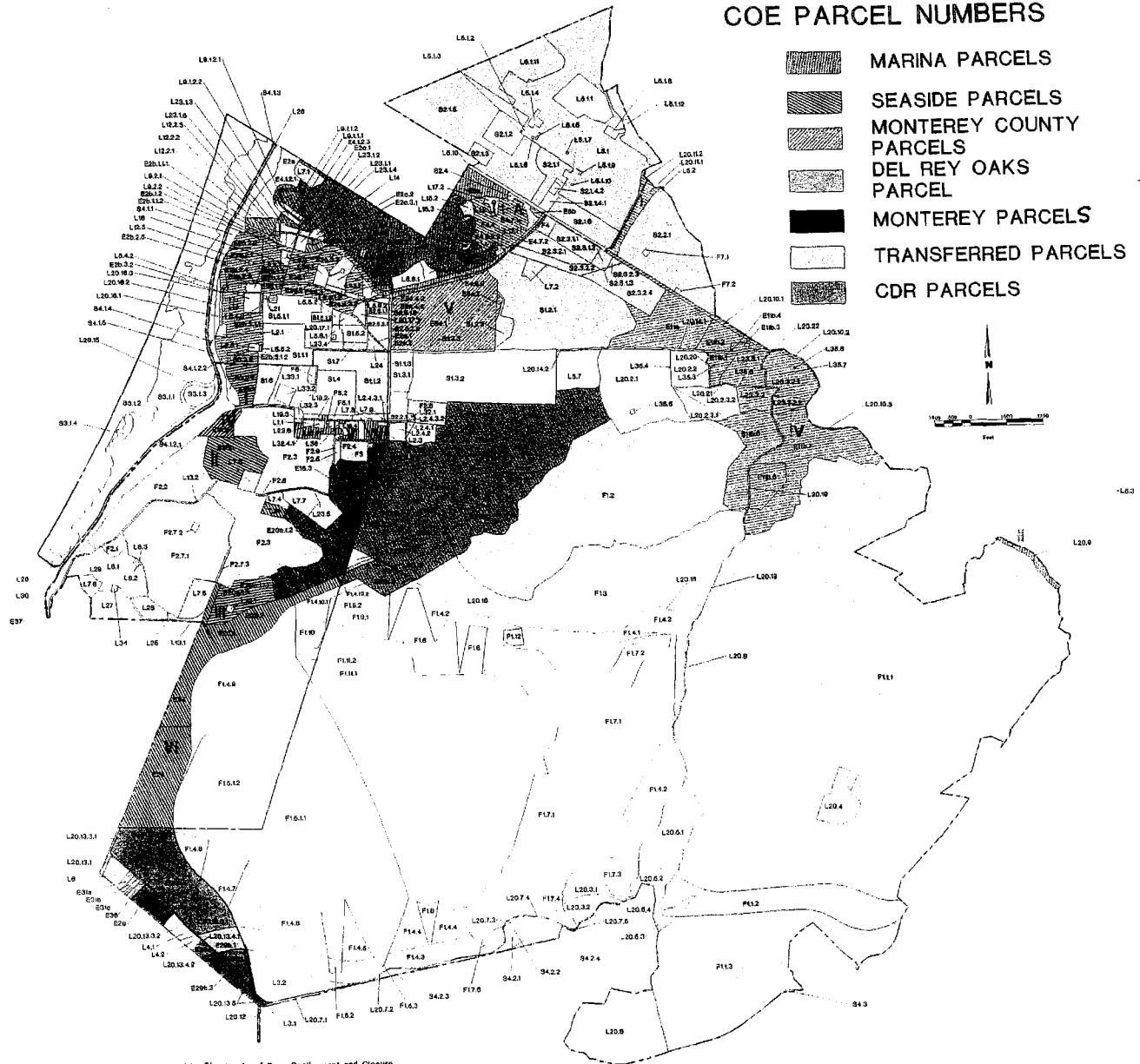


EXHIBIT "A"  
DESCRIPTION OF PROPERTIES

Search Results: Click Back Button on Browser to Search Again.

Parcels Database last updated on: 10/4/99 1:54:42 PM

Total Acreage from Query is: 5188.101 Acres

COE Number	Parcel Name	Acreage	Jurisdiction	Recipient	Transfer Status
E11a	Habitat management	154.5	County	EDC	in progress
E11b.1	development / mixed use /ac limit	24.7	County	EDC	in progress
E11b.2	development / mixed use-ac limit	41.7	County	EDC	in progress
E11b.3	sewer treatment facility / development mix	6.2	County	EDC	in progress
E11b.4	water tank 147	0.1	County	EDC	in progress
E11b.6	development / mixed use-aac limit	129.4	County	EDC	in progress
E11b.7	development / mixed use-ac limit	255.3	County	EDC	in progress
E11b.8	ASP / development mixed use	58.8	County	EDC	in progress
E15.1	ROW / retail	49.1	Seaside	EDC	in progress
E15.2	open space	28.7	Seaside	EDC	in progress
E18.1	housing future	73	Seaside	EDC	in progress
E18.2.1	ROW Gigling road	4.9	Seaside	EDC	in progress
E18.2.2	ROW Gigling road	0.1	County	EDC	in progress
E18.3	ROW Normandy/Parker Flats	6.2	Seaside	EDC	in progress
E18.4	water tank	2.2	Seaside	EDC	in progress
E19a.1	housing SFD low density	265.7	County	EDC	in progress

E19a.2	housing SFD low density	218.4	County	EDC	in progress
E19a.3	housing SFD low density	209.3	County	EDC	in progress
E20b	housing Stilwell	101.8	Seaside	EDC	in progress
E20c.1.1.1	housing future	75	Seaside	EDC	in progress
E20c.1.1.2	housing future	113.9	Seaside	EDC	in progress
E20c.1.2	Cable TV area	0.3	Seaside	EDC	in progress
E20c.1.3	ROW N/S road	10.4	Seaside	EDC	in progress
E20c.2.1	housing future	92.5	Seaside	EDC	in progress
E20c.2.2	water tanks/pumps	2.3	Seaside	EDC	in progress
E21a	housing SF low density	138.7	County	EDC	in progress
E21b.1	housing SFD low density	156.7	County	EDC	in progress
E21b.2	housing SFD low density	134.2	County	EDC	in progress
E21b.3	housing SFD low density	58.5	County	EDC	in progress
E23.1	ROW / retail	47.5	Seaside	EDC	in progress
E23.2	ROW / housing future SFD med density	72.6	Seaside	EDC	in progress
E24	ROW / housing future SFD med density	197.1	Seaside	EDC	in progress
E29	BP/LI/O/R&D	34.5	County/Monterey	EDC	in progress
E29a	visitor center / bus park	273.3	Del Rey Oaks	EDC	in progress
E29b.1	ROW future Hwy 68 / habitat	34.5	Del Rey Oaks	EDC	in progress
E29b.2	ROW/BP/LI/O/R&D	30.1	County/Monterey	EDC	in progress

E29b.3	BP/LI/O/R&D	28.4	County/Monterey	EDC	in progress
E29e	ROW/future Hwy 68/OP/R&D	9.5	County/Monterey	EDC	in progress
E2a	development / mixed use	63.7	Marina	EDC	in progress
E2b.1.1.1	development / mixed use	24	Marina	EDC	in progress
E2b.1.1.2	development / mixed use	1.2	Marina	EDC	in progress
E2b.1.2	ROW road	10.6	Marina	EDC	in progress
E2b.1.3	development / mixed use	33.6	Marina	EDC	in progress
E2b.1.4	ROW road	2.2	Marina	EDC	in progress
E2b.1.5	development / mixed use	12.2	Marina	EDC	in progress
E2b.2.1	development / mixed use	71.1	Marina	EDC	in progress
E2b.2.2	ROW road	0.8	Marina	EDC	in progress
E2b.2.3	ROW road	4.4	Marina	EDC	in progress
E2b.2.4	development / mixed use	7.5	Marina	EDC	in progress
E2b.2.5	2/12 Pump and Treat Facility	1.5	Marina	EDC	in progress
E2b.3.1.1	development / mixed use	108.6	Marina	EDC	in progress
E2b.3.1.2	CID Building	1.6	Marina	EDC	in progress
E2b.3.2	ROW 8th St	0.1	Marina	EDC	in progress
E2c.1	development / mixed use	13.2	Marina	EDC	in progress
E2c.2	OU2 Pump and Treat Facility	1.1	Marina	EDC	in progress
E2c.3.1	development / mixed use	10	Marina	EDC	in progress



E2c.3.2	ROW road	13.8	Marina	EDC	in progress
E2c.3.3	development / mixed use	31.7	Marina	EDC	in progress
E2c.4.1.1	ROW road	8.9	Marina	EDC	in progress
E2c.4.1.2	ROW road	2.8	Marina	EDC	in progress
E2c.4.2.1	development / mixed use	13.1	Marina	EDC	in progress
E2c.4.2.2	development / mixed use	2.4	Marina	EDC	in progress
E2c.4.3	ROW road	1.9	Marina	EDC	in progress
E2c.4.4	ROW road	1.1	Marina	EDC	in progress
E2d.1	development / mixed use	15.2	Marina	EDC	in progress
E2d.2	ROW	5.4	Marina	EDC	in progress
E2d.3	development / mixed use	46.6	Marina	EDC	in progress
E2e.1	ROW 6th Ave / 8th St Road	6.1	Marina	EDC	in progress
E2e.2	ROW Intergarrison road	0.2	County	EDC	in progress
E31a	bus park /LI/O/R&D	5.2	Del Rey Oaks	EDC	in progress
E31b	bus park /LI/O/R&D	3.1	Del Rey Oaks	EDC	in progress
E31c	bus park /LI/O/R&D	4.2	Del Rey Oaks	EDC	in progress
E34	ROW / housing future SFD med density	94.7	Seaside	EDC	in progress
E36	bus park /LI/O/R&D	6.3	Del Rey Oaks	EDC	in progress
E4.1.1	housing lower Patton	154	Marina	EDC	in progress
E4.1.2.1	housing lower Patton	13	Marina	EDC	in progress

E4.1.2.2	housing lower Patton	23	Marina	EDC	not started
E4.1.2.3	ROW Booker Str /lower Patton	1	Marina	EDC	not started
E4.2	housing upper Patton	64.2	Marina	EDC	in progress
E4.3.1	housing Abrams	179.6	Marina	EDC	in progress
E4.3.2.1	housing Abrams	43.6	Marina	EDC	in progress
E4.3.2.2	Housing Lexington Court	7.9	Marina	EDC	in progress
E4.4	housing Preston	98.9	Marina	EDC	in progress
E4.5	water treatment facility	2.9	Marina	EDC	in progress
E4.6.1	ROW middle Imjin road	25	Marina	EDC	in progress
E4.6.2	ROW Imjin road	17.3	County	EDC	in progress
E4.7.1	ROW NE Imjin road	5	Marina	EDC	in progress
E4.7.2	ROW Imjin road	3.1	County	EDC	in progress
E5a	development / mixed use	45.7	Marina	EDC	in progress
E5b	development / mixed use	3.2	Marina	EDC	in progress
E8a.1	Landfill, 75 acre development, HMP	304.1	County	EDC	in progress
E8a.2	Landfill carrot, Univ med density residential	4	County	EDC	in progress
L20.10.1	ROW / north Reservation road	26.2	County	EDC	in progress
L20.10.2	ROW / north Reservation road	5.2	County	EDC	in progress
L20.10.3	ROW / north Reservation road	2.2	County	EDC	in progress
L20.11.1	ROW / Blanco road	31.2	County	EDC	in progress

L20.11.2	ROW Blanco road	7.7	Marina	EDC	in progress
L20.13.1	ROW N/S road	2	Del Rey Oaks	EDC	in progress
L20.13.3.1	ROW S Boundary / NS road	7.9	Del Rey Oaks	EDC	in progress
L20.13.3.2	ROW / part S Boundary Road	2.1	County/Monterey	EDC	in progress
L20.13.4.1	ROW S Boundary / future Hwy 68	0.8	Del Rey Oaks	EDC	in progress
L20.13.4.2	ROW / part S Boundary Road	0.8	County/Monterey	EDC	in progress
L20.13.5	ROW / S Boundary / York road	5.9	County/Monterey	EDC	in progress
L20.14.1	ROW / East Intergarrison road	16.2	County	EDC	in progress
L20.14.2	ROW / Mid Intergarrison road	3.2	County	EDC	in progress
L20.18	ROW / Eucalyptus road	7.2	County	EDC	in progress
L20.19	ROW / North Barloy Canyon road	10.3	County	EDC	in progress
L20.20	ROW / west Camp road	2.3	County	EDC	in progress
L20.21	ROW / part Watkins Gate road	4.4	County	EDC	in progress
L20.22	ROW / Chapel Hill road	2.4	County	EDC	in progress
L20.9	ROW / south Reservation road	18.9	County	EDC	in progress
L23.3.1	development mixed use-ac limit	54.5	County	EDC/MPC	not started
L23.3.2.1	development mixed use-ac limit/historic district	83.2	County	EDC/MPC	not started
L23.3.2.2	development mixed use-ac limit	20.1	County	EDC/MPC	not started
L23.3.3	development mixed use-ac limit	36.4	County	EDC/MPC	not started
L31	Esselen Parcel Surplus II	11.7	Seaside	EDC	in progress

L32.1	public facilities/inst Surplus II	2.9	County	EDC	in progress
L32.4.1	development mixed use / retail Surplus II	52.4	Seaside	EDC	in progress
L32.4.2	ROW / development mixed use / Surplus II	4.3	County	EDC	in progress

RESOLUTION NO. 2001-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA  
AUTHORIZING CITY MANAGER TO EXECUTE IMPLEMENTATION  
AGREEMENT BETWEEN THE CITY OF MARINA AND  
FORT ORD REUSE AUTHORITY

BE IT RESOLVED by the City Council of the City of Marina as follows:

1. That the City Council approves and accepts the terms of the Implementation Agreement between the City of Marina and the Fort Ord Reuse Authority.
2. That the City Manager is authorized and directed to execute the Implementation Agreement.

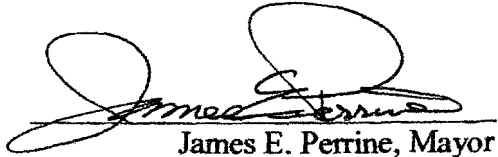
PASSED AND ADOPTED at a regular meeting of the City Council of the City of Marina duly held on the 1<sup>st</sup> day of May, 2001, by the following vote:

AYES, COUNCIL MEMBERS: B. Delgado, I. Mettee-McCutchon, M. Morrison, Mayor Pro Tem H. Gustafson, and Mayor J. Perrine.

NOES, COUNCIL MEMBERS: NONE

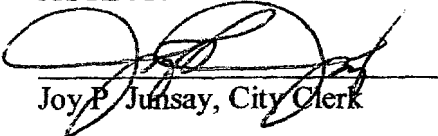
ABSENT, COUNCIL MEMBERS: NONE

ABSTAIN, COUNCIL MEMBERS: NONE



James E. Perrine, Mayor

ATTEST:



Joy P. Junsay, City Clerk

# City of Marina

211 HILLCREST AVENUE  
MARINA, CA 93933  
TELEPHONE (831) 884-1278  
FAX (831) 384-9148

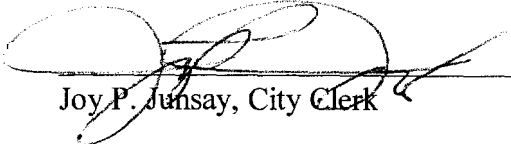


## CERTIFICATE OF THE CITY CLERK

I, JOY P. JUNSAY, CITY CLERK OF THE CITY OF MARINA, CALIFORNIA, do hereby certify that the foregoing is a true and correct copy of **RESOLUTION NO. 2001-33 AUTHORIZING CITY MANAGER TO EXECUTE IMPLEMENTATION AGREEMENT BETWEEN THE CITY OF MARINA AND FORT ORD REUSE AUTHORITY**, adopted by the City Council of the City of Marina at a regular meeting duly held on the 1st day of May 2001, and that the original appears on record in the Office of the City Clerk.

WITNESS MY HAND AND THE SEAL OF THE CITY OF MARINA

Date: May 14, 2001

  
Joy P. Junsay, City Clerk