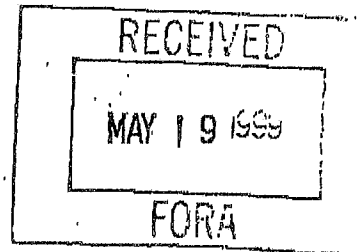


monterey peninsula regional park district

700 West Carmel Valley Road • Carmel Valley, California 93924-9457

May 12, 1999

Mr. D. Stephen Endsley
Director of Planning & Redevelopment
Fort Ord Reuse Authority
100 12th Street, Bldg 2880
Marina, CA 93933



BOARD OF DIRECTORS

David Salazar - Ward 1
david@monterey.edu
Marina, northern Ft. Ord

Ben Post - Ward 2
post@redshift.com
Seaside, Sand City

Judi Lehman - Ward 3
jlehman@redshift.com
Monterey, Del Rey Oaks,
southern Ft. Ord

Mary Dainton - Ward 4
marydainton@luno.com
Pacific Grove, New Monterey
northern Pebble Beach

Zad Leavy - Ward 5
zadleavy@compuserve.com
Carmel, Carmel Valley Bldg
Sur, southern Pebble Beach

General Manager
Joseph D. Donofrio
donofrio@mprpd.org

RE: NAE L-6 Boundary Conflict Resolution Agreement and Attachments

Dear Mr. Endsley:

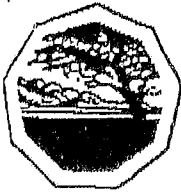
The District is pleased to forward to you a fully executed Boundary Conflict Resolution Agreement. This Agreement is the culmination of the sincere efforts of all the parties involved to reach a consensus on how the conflicting surplus Fort Ord land conveyance requests should be resolved. Please note that there are three page four signatory sheets and that District staff has paginated the entire Agreement document (pages 01 - 19) and identified on the signatory page (page 04) those specific documents that are integrated into and constitute the entire Agreement.

The District has retained a copy of the Agreement that includes one of the original signatory sheets (page four) and forwarded a copy to the Army. The District Board and staff now look positively forward to the actual conveyance and development of the NAE L-6 property for park and open space purposes.

Respectfully,

Tim Jensen
Programs Manager

Cc: Adrian Nakayama
Board of Directors
Fred Meurer
Phil Nash



Fort Ord Reuse Authority

MEMORANDUM

Date: May 1, 1997

TO: STEVE ENDSLEY, BILL FELL, GARY TATE, BILL PHILLIPS

FROM: DENNIS W. POTTER *Dennis*

RE: REVISED DRAFT AGREEMENT POINTS
DEL REY OAKS/MONTEREY/PARK DISTRICT CONFLICT
RESOLUTION

This memo summarizes the revisions to the January 6, 1997, Agreement Points for resolving the land acquisition conflicts on the former Fort Ord between the City of Del Rey Oaks, the City of Monterey, and the Monterey Peninsula Regional Park District. These revisions to the January 6, 1997, document were discussed and agreed to by staff from Del Rey Oaks, and Monterey.

Changes were made to the January 6, 1997, Agreement Points document by deleting Agreement Points 5, 6, 7, & 8. The remaining Agreement Points are renumbered accordingly. Agreement Points 5, 6, 7, & 8, which involve only Del Rey Oaks and Monterey, are replaced by a separate Memorandum of Understanding between Del Rey Oaks and Monterey. This separate Memorandum of Understanding, dated April 22, 1997, is attached.

The Revised Agreement Points document consists of the Agreement Points contained in this memorandum and the following attachments.

1. Attachments A, B, & C.
2. A map depicting the Agreement Points.
3. A January 22, 1997, memo clarifying Agreement Points 3 & 4.
4. A January 24, 1997, memo further clarifying Agreement Points 3 & 4.
5. The April 22, 1997, Memorandum of Understanding between the Cities of Del Rey Oaks and the City of Monterey.

PAGE TWO

The time schedule for approval of the revised agreement and the Memorandum of Understanding between Del Rey Oaks and Monterey, dated April 22, 1997, is as follows.

- February 2, 1997 Approval by the Monterey Peninsula Regional Park District
- May 6, 1997 Action by the City of Monterey
- May 9, 1997 Action by the Fort Ord Reuse Authority
- May 27, 1997 Action by the City of Del Rey Oaks

The Revised Agreement Points are as follows.

- 1. The Monterey Peninsula Regional Park District will acquire Parcel 1 as shown on the attached map. This parcel is 20.14 acres.

The Monterey Peninsula Regional Park District and the City of Del Rey Oaks agree to Agreement Point 1.

- 2. The City of Del Rey Oaks will acquire Parcels 2, 3, 4, & 5 as shown on the attached map. These four (4) parcels total 18.56 acres.

The Monterey Regional Park District and the City of Del Rey Oaks agree to the City of Del Rey Oaks acquiring Parcels 2, 3, & 4 in Agreement Point 2.

The City of Del Rey Oaks and the City of Monterey agree to the City of Del Rey Oaks acquiring Parcel 5 in Agreement Point 2.

- 3. The Monterey Peninsula Regional Park District will secure permits, pay for and construct an interim access road from South Boundary Road to an interim parking lot for public use within Parcel 4.

When the City of Del Rey Oaks, or the City of Del Oaks jointly with the City of Monterey, build a permanent access road and parking lot for development on the their respective properties, the Monterey Peninsula Regional Park District may choose to share in the use of the permanent parking lot on the City of Del Rey Oaks property. The Monterey Peninsula Regional Park District will pay its fair share of the cost to develop the permanent access road and permanent parking lot on the Del Rey Oaks property, if the Monterey Peninsula Regional Park District chooses to share in the use of these facilities.

PAGE THREE

Shared use of the permanent parking lot must be mutually agreed to by the City of Del Rey Oaks and the Monterey Peninsula Regional Park District. If the City of Del Rey Oaks and the Monterey Peninsula Regional Park District cannot mutually agree to mutually share the permanent parking lot, then the Monterey Peninsula Regional Park District may pay its fair share of the permanent access road and may develop and pay all the costs for a City of Del Rey Oaks or Park District parking lot on Parcel 2.

The Monterey Peninsula Regional Park District, the City of Monterey and the City of Del Rey Oaks agree to Agreement Point 3.

4. The City of Del Rey Oaks and the City of Monterey will share in the construction of an access road from the Monterey Peninsula Regional Park District access road/parking lot to the City of Monterey Corporation Yard expansion as per the Memorandum of Understanding between the City of Del Rey Oaks and the City of Monterey dated April 22, 1997, or a subsequent agreement between the two cities..

The Monterey Peninsula Regional Park District, the City of Monterey and the City of Del Rey Oaks agree to Agreement Point 4.

5. Storm water management requirements are contained in Attachment A.

The Monterey Regional Park District and the City of Del Rey Oaks agree to Agreement Point 5.

6. The City of Del Rey Oaks and the City of Monterey acknowledge that the Park District is concerned about future stormwater drainage impact on the District's down stream property. The Park District may recommend similar stormwater drainage solutions as setforth in Attachment A for all parcel development in this sub-watershed.

The City of Del Rey Oaks and the City of Monterey do not agree to any specific stormwater drainage mitigation measures at this time. The City of Del Rey Oaks and the City of Monterey reserve the right to address stormwater drainage mitigation measures in the future.

7. The specific uses which can occur in Parcels 2,3,4,&5 are contained in Attachment B.

The Monterey Peninsula Regional Park District and the City of Del Rey Oaks agree to Agreement Point 7.

8. A future dispute resolution process is contained in Attachment C.

The Monterey Peninsula Regional Park District, the City of Monterey and the City of Del Rey Oaks agree to Agreement Point 8.

cc: Michael A. Houlemard, Jr.
Mike Zander

ACKNOWLEDGEMENT OF APPROVED TERMS OF AGREEMENT

THIS ACKNOWLEDGEMENT CONCERNS THE ACQUISITION OF FORMER FORT ORD MILITARY INSTALLATION PROPERTY BETWEEN THE CITY OF DEL REY OAKS, THE CITY OF MONTEREY, THE FORT ORD REUSE AUTHORITY, AND THE MONTEREY REGIONAL PARK DISTRICT ("PARTIES"). THE PARTIES AGREE THAT THE ATTACHED DOCUMENTS AND ATTACHMENTS ACCURATELY REFLECT AGREEMENTS REACHED BY THE SIGNATOIRES IN JUNE OF 1997. THESE AGREEMENTS HAVE BEEN DULY RATIFIED BY THE RESPECTIVE GOVERNING BOARDS/COUNCILS.

Documents integrated and approved by MPRPD in this agreement: *g.o.*

- Pages 01- 04: MEMORANDUM - dated May 1, 1997 re; Revised Draft Agreement Points Del Rey Oaks/Monterey/Park District Conflict Resolution;
- Page 05: ATTACHMENT A - Stormwater Management Requirements;
- Pages 06 - 07: ATTACHMENT B - Natural Area Expansion/Del Rey Oaks Office Park Boundary and Land Use Agreement;
- Pages 08 - 09: ATTACHMENT C - Proposed Language for Agreement on Litigation;
- Page 10: MAP - Fort Ord Military Reservation (Volume 19 of Surveys at Page 1);
- Pages 11 - 12: MEMORANDUM - dated Jan. 22, 1997 re: Draft Agreement Points 3 & 4 Del Rey Oaks/Monterey/Park District Conflict Resolution;
- Pages 13 - 14: MEMORANDUM - dated January 24, 1997 re: Draft Agreement Points 3 & 4 Del Rey Oaks/Monterey/Park District Conflict Resolution;
- Pages 15 -18: MEMORANDUM OF UNDESRTANDING - between the City of Monterey and the City of Del Rey Oaks, fax dated April 22, 1997;
- Page 19: MAP - Fort Ord Military Reservation (Volume 19 of Surveys at Page 1).


CITY OF DEL REY OAKS

Date: *1/22/99*


CITY OF MONTEREY

Date: *1-22-99*


MONTEREY REGIONAL PARK DISTRICT

Date: *5-14-99*


FORT ORD REUSE AUTHORITY

Date: *1-22-99*

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Documents integrated and approved by MPRPD in this agreement: J.D.

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CITY OF DEL REY OAKS

Date: 1/22/99


CITY OF MONTEREY

Date: 1-22-99


MONTEREY REGIONAL PARK DISTRICT

Date: 5/14/99


FORT ORD REUSE AUTHORITY

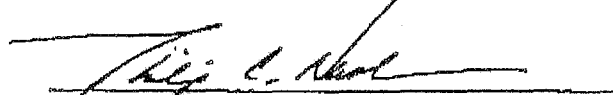
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ACKNOWLEDGEMENT OF APPROVED TERMS OF AGREEMENT

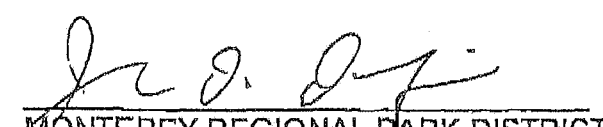
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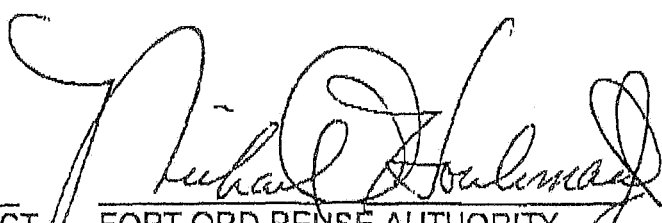
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 CITY OF DEL REY OAKS
 Date: 1/22/99


 CITY OF MONTEREY
 Date: 1-22-99


 MONTEREY REGIONAL PARK DISTRICT
 Date: 5/14/99


 FORT ORD REUSE AUTHORITY
 Date: 1-22-99

ATTACHMENT A

STORMWATER MANAGEMENT REQUIREMENTS

The direct discharge of storm water or other drainage from new impervious surfaces created by development of the office park (OP) parcel into the ephemeral drainage in the natural area expansion (NAE) parcel will be prohibited. No increase in the rate of flow of STORMWATER runoff beyond pre-development background levels will be allowed. Storm water runoff from developed areas in excess of background quantities shall be managed on site through the use of basins, percolation wells, pits, infiltration galleries, or any other technical or engineering methods which are appropriate to accomplish these requirements. Indirect, sub-surface discharge is acceptable.

These stormwater management requirements will be utilized for development on Polygon 31b.

ATTACHMENT B

NATURAL AREA EXPANSION/DEL REY OAKS OFFICE PARK BOUNDARY AND LAND USE AGREEMENT

The City of Del Rey Oaks, the City of Monterey and the Monterey Peninsula Regional Park District agree that land area on the southwest corner of former Fort Ord easterly of North-South Road and southerly of South Boundary Road and comprising approximately 38.70 acres shall be designated as follows:

PARCEL 1. Approximately 20.14 acres defined by North-South Road on the northwest, South Boundary Road on the northeast, the former Fort Ord military reservation boundary on the southwest and FORA Line A (see attached figure) on the southeast shall be designated as a Natural Area Expansion (NAE) parcel, title to which shall be transferred to the Monterey Peninsula Regional Park District for use as a visitor-serving, natural open space parkland adjunct to the District's existing Frogpond area.

PARCELS 2, 3, 4, & 5. Approximately 18.56 acres defined by FORA Line A on the northwest, South Boundary Road on the northeast, the former Fort Ord military reservation boundary on the southwest and FORA Line E (see attached figure) on the southeast shall be designated as an Office Park (OP) parcel, title to which shall be transferred to the City of Del Rey Oaks for development as a campus-style office park in a natural setting with the following conditions:

- PARCEL 2. An approximately 240 ft. wide Primary Buffer Zone, comprising some 5 acres located between FORA Lines A & B, shall be established within the OP parcel. Allowable uses within the Primary Buffer Zone may be limited to, picnic areas, trailheads, interpretive signage, drainage facilities, City of Del Rey Oaks or Park District parking. No buildings or roadways shall be allowed in the Primary Buffer Zone.
- PARCEL 3. An approximately 150 ft. wide Secondary Buffer Zone, between FORA Lines B & C, comprising some 3.13 acres immediately southeast of and parallel to the Primary Buffer Zone (Parcel 2) shall be established within the OP parcel. Allowable uses within the Secondary Buffer Zone may be limited to all uses allowed in the Primary Buffer Zone plus roads, parking, and building sited to minimize visual impact on the adjacent park lands.

PAGE TWO

- PARCELS 4 & 5. An approximately 500 ft. wide Development Area, between FORA Lines C & E, comprising some 10.43 acres shall be established within the OP parcel. This area shall be used for development of a campus style office park facility similar to Ryan Ranch including, but not limited to all buildings, parking, access and infrastructure improvements necessary for such development.

The boundary between the Natural Area Expansion parcel (Parcel 1) and the Office Park parcel (Parcels 2, 3, 4, & 5), and/or boundaries between the Primary Buffer Zone (Parcel 2), the Secondary Buffer Zone (Parcel 3), and the Development Area (Parcels 4 & 5), may be adjusted in response to site-specific access, topographic and other planning and environmental considerations with the requirements that:

1. Such boundary adjustments do not result in any significant change in the acreage's assigned to each parcel or sub-parcel as detailed above.
2. No substantial adverse effects on the environment result from such boundary adjustments.
3. Such boundary adjustments are agreed on by the City of Del Rey Oaks, the City of Monterey, and the Monterey Peninsula Regional Park District depending on which entity is affected by the boundary adjustments.

~~PROPOSED~~ LANGUAGE
FOR
AGREEMENT ON LITIGATION

7. Further Actions. Each of the parties agrees to fully cooperate with the other in connection with the implementation of this agreement and, in that regard, to execute and deliver to the other all such documents and instruments, and to take such other actions, as may reasonably be required to give effect to the terms and conditions of this Agreement.

8. Interpretation. It is agreed and understood by the parties hereto that this agreement has been arrived at through extensive and good faith negotiations and that either party is to be deemed the party which prepared this agreement within the meaning of Civil Code §1654. The provisions of this Agreement shall be interpreted in a reasonable and cooperative manner to give full effect to the purpose and intent of the parties and this Agreement.

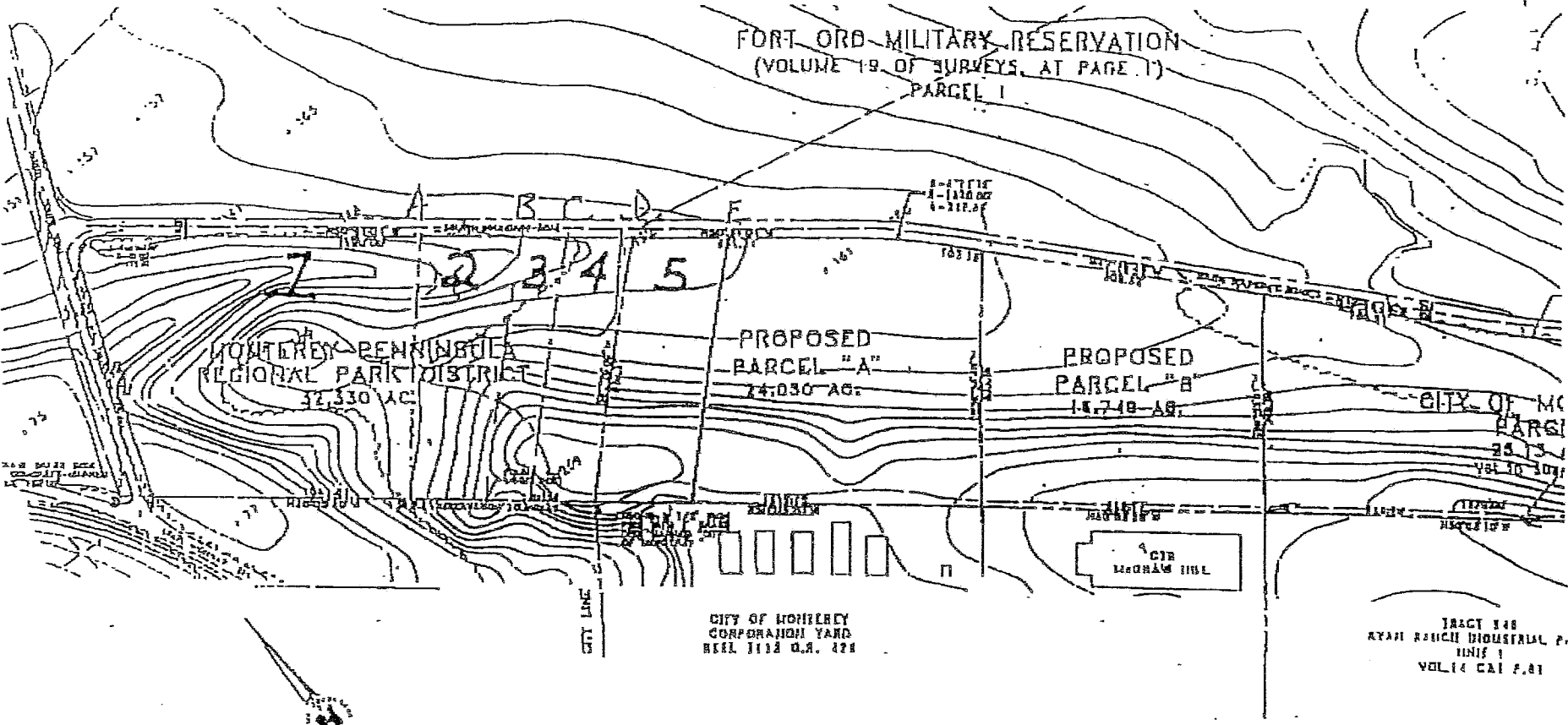
9. Dispute Resolution Procedure. Because of the extensive and good faith negotiations which resulted in this Agreement, the parties wish to cooperate in the implementation of this Agreement and to avoid if at all possible any litigation arising under this Agreement, and to that purpose both parties agree that if any controversy or misunderstanding arises between the parties involving the construction or application of the terms, covenants or conditions of this Agreement, the parties shall first seek to resolve any such matter in accordance with this section of the Agreement, and the parties must first proceed through arbitration under this Agreement before filing any court action.

a) Duty to meet and confer. If any dispute under this Agreement arises the parties shall first meet and confer in a good faith attempt to resolve the matter between themselves. Each party shall make all reasonable efforts to provide to the other party the information that the party has in its possession that is relevant to the dispute, so that both parties will have ample information with which to reach a decision.

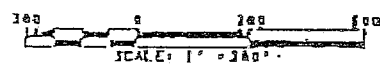
b) Arbitration. If the dispute is not resolved by meeting and conferring, the matter shall be submitted to arbitration. The parties shall jointly select a single arbitrator, or, if the parties are unable to agree, they shall each select an arbitrator, and the matter shall be handled by two arbitrators. The two arbitrators themselves may, if they deem it appropriate and warranted by the nature and significance of the dispute and after consultation with the parties, themselves select a third arbitrator. Any person selected as an arbitrator shall be a qualified professional with expertise in the area that

s the subject of the dispute, unless the parties otherwise agree. Before
 commencement of the arbitration, the parties may elect to have the arbitration proceed
 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 §§1280 et seq., and to
 the extent that procedural issues are not there resolved, in accordance with the rules of
 the American Arbitration Association. 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.

FORT ORD MILITARY RESERVATION
(VOLUME 19 OF SURVEYS, AT PAGE 1)
PARCEL 1



10



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Fort Ord Reuse Authority

MEMORANDUM

Date: JANUARY 22, 1997

TO: STEVE ENDSLEY, CITY MANAGER, DEL REY OAKS

FROM: DENNIS W. POTTER, FORA PLANNING SERVICES MANAGER

RE: DRAFT AGREEMENT POINTS 3 & 4
DEL REY OAKS/MONTEREY/PARK DISTRICT CONFLICT
RESOLUTION

*Dennis*⁶

This memo will clarify the intent of the January 6, 1997, Draft Agreement Points 3 & 4.

Draft Agreement Point 3 originally provided the process for the Park District to pay for and develop an interim access road and interim parking lot before the Cities of Del Rey Oaks and Monterey would begin development of their respective parcels of land.

Draft Agreement Point 4 originally provided the process for the Cities of Del Rey Oaks and Monterey to pay for and develop a permanent access road and permanent parking for development on their respective properties. It was assumed that the permanent access road the two cities would develop would replace, at the same location, the interim access road which the Park District would develop under Draft Agreement Point 3.

The concept was to have one access road from South Boundary Road serve the Park District and the Cities of Del Rey Oaks and Monterey. The concept also was to have a permanent parking lot developed by the City of Del Rey Oaks that could be shared with the Park District. The Park District would pay its fair share of the cost for the permanent access road and the City of Del Rey Oaks permanent parking lot.

The discussions with the Conflict Resolution Team, on January 3, 1997, resulted in a recognition that the City of Del Rey Oaks permanent parking lot may be physically located where it may not meet the needs of the Park District.

Thus, on January 3, 1997, Draft Agreement Point 3 was modified to provide an option for the Park District to develop its own parking lot on Parcel 2. This Park District parking lot could also be used by the City of Del Rey Oaks.

PAGE TWO

The Park District, in revised Draft Agreement Point 3, would pay its fair share of the cost of the permanent access road and permanent parking lot if the Park District chooses to jointly use these facilities.

The Park District, in revised Draft Agreement Point 3, may develop its own parking lot on Parcel 2. If that occurs, the Park District would pay its fair share of the permanent access road and the entire cost for the parking lot on Parcel 2.

cc: City of Monterey
Monterey Peninsula Regional Park District



Fort Ord Reuse Authority

MEMORANDUM

Date: JANUARY 24, 1997

TO: STEVE ENDSLEY, CITY MANAGER, DEL REY OAKS
 GARY TATE, MANAGER, MONTEREY PENINSULA REGIONAL PARK DISTRICT
 BILL FELL, PLANNING SERVICES MANAGER, CITY OF MONTEREY

FROM: DENNIS W. POTTER, FORA PLANNING SERVICES MANAGER Dennis

RE: DRAFT AGREEMENT POINTS 3 & 4
 DEL REY OAKS/MONTEREY/PARK DISTRICT CONFLICT RESOLUTION

This memo will further clarify my January 22, 1997 memo regarding the intent of the January 6, 1997, Draft Agreement Points 3 & 4. The further clarification is shown in bold type in the first paragraph on the top of page 2.

Draft Agreement Point 3 originally provided the process for the Park District to pay for and develop an interim access road and interim parking lot before the Cities of Del Rey Oaks and Monterey would begin development of their respective parcels of land.

Draft Agreement Point 4 originally provided the process for the Cities of Del Rey Oaks and Monterey to pay for and develop a permanent access road and permanent parking for development on their respective properties. It was assumed that the permanent access road the two cities would develop would replace, at the same location, the interim access road which the Park District would develop under Draft Agreement Point 3.

The concept was to have one access road from South Boundary Road serve the Park District and the Cities of Del Rey Oaks and Monterey. The concept also was to have a permanent parking lot developed by the City of Del Rey Oaks that could be shared with the Park District. The Park District would pay its fair share of the cost for the permanent access road and the City of Del Rey Oaks permanent parking lot.

The discussions with the Conflict Resolution Team, on January 3, 1997, resulted in a recognition that the City of Del Rey Oaks permanent parking lot may be physically located where it may not meet the needs of the Park District.

PAGE TWO

Thus, on January 3, 1997, Draft Agreement Point 3 was modified to provide an option for the Park District to develop its own parking lot on Parcel 2. This Park District parking lot could also be used by the City of Del Rey Oaks for park use purposes only.

The Park District, in revised Draft Agreement Point 3, would pay its fair share of the cost of the permanent access road and permanent parking lot if the Park District chooses to jointly use these facilities.

The Park District, in revised Draft Agreement Point 3, may develop its own parking lot on Parcel 2. If that occurs, the Park District would pay its fair share of the permanent access road and the entire cost for the parking lot on Parcel 2.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF MONTEREY
AND THE
CITY OF DEL REY OAKS

A. PURPOSE

This Memorandum of Understanding establishes the manner in which the City of Monterey and the City of Del Rey Oaks will use real land, herein called Parcel 5, that is presently part of the Fort Ord Military Reservation.

MONTEREY, through the Fort Ord Reuse Authority (FORA) planning process, has requested property to expand its Ryan Ranch Industrial Park into Fort Ord. Polygon 29C, consisting of approximately 32 acres, was requested for expansion of the City Corporation Yard. DEL REY OAKS, through the FORA conflict resolution process is requesting Parcel 5, a 6.26 acre portion of Polygon 29C (See Exhibit A) to resolve a conflict with the Monterey Peninsula Regional Park District over Fort Ord lands.

It is the desire of both parties to enter into this Memorandum of Understanding to provide for the transfer of Parcel 5 from MONTEREY to DEL REY OAKS for development of office and industrial uses, and a road serving future Monterey and Del Rey Oaks land uses on Fort Ord in a manner suitable and beneficial to the purpose of MONTEREY and DEL REY OAKS.

The road shall provide access to Monterey's existing Corporation Yard as expanded into Fort Ord and Monterey's Ryan Ranch Industrial Park.

Currently this portion of Fort Ord land is in the unincorporated area of Monterey County and is under the jurisdiction of Monterey County. Both MONTEREY and DEL REY OAKS have indicated they intend to annex this area of Fort Ord. Annexation will require approvals of property tax transfers from Monterey County and approval of annexation by Monterey County Local Agency Formation Commission.

B. SPECIFIC PROVISIONS

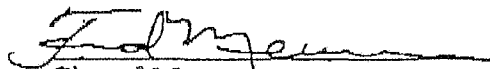
1. This Agreement will enable DEL REY OAKS to preserve a development site on land currently in United State Army Ownership (southerly Fort Ord).
2. This Agreement will assure cooperative joint planning between MONTEREY and DEL REY OAKS to avoid conflicts in future land use.
3. With the exception of those uses stipulated in this Agreement, the establishment of uses on Parcel 5 will be limited to Business Park/Light Industrial Office/R&D land uses.

4. DEL REY OAKS shall fund, design and construct a road on Parcel 5 from South Boundary Road to an agreed upon point at the boundary of Parcel 5 and Parcel A within 50 feet of the Fort Ord boundary, for the benefit of both DEL REY OAKS and MONTEREY.
5. DEL REY OAKS shall prepare all applicable environmental and design documentation for the road improvements and provide those documents to MONTEREY. MONTEREY shall provide comments to DEL REY OAKS on the likely effects that the road improvements will have on Monterey land uses and access.
6. DEL REY OAKS shall dedicate for public use a road right of way as well as design and construct the road on Parcel 5 to a standard suitable for heavy equipment using Monterey's Corporation Yard.
7. DEL REY OAKS shall operate and maintain the road on Parcel 5 in perpetuity.

C. GENERAL PROVISIONS

1. All coordination, assistance and services rendered under this Memorandum of Understanding will be carried out in full compliance with the objectives, policies and responsibilities of both agencies. Nothing in this Agreement shall abrogate the responsibilities of either agency as defined by state or local law, statute or regulation.
2. Personnel of both agencies are expected to provide planning information, routine advice and assistance to one another in keeping with their regularly funded programs insofar as possible.
3. This Memorandum of Understanding shall not be assigned by either party.
4. This Memorandum of Understanding constitutes solely a guide to the respective intentions and policies of the parties involved. It is not intended to authorize funding or design effort, nor is it a legally binding contract. Either party may terminate this Agreement by providing (30) days written notice to the other.

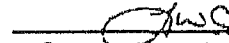
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the dates indicated.



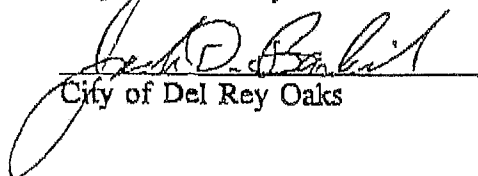
 City of Monterey

01/05/99

 Date

APPROVED BY:


 City Attorney's Office



 City of Del Rey Oaks

02/08/97

 Date

FORT ORD MILITARY RESERVATION
(VOLUME 19 OF SURVEYS, AT PAGE 1)
PARCEL 1

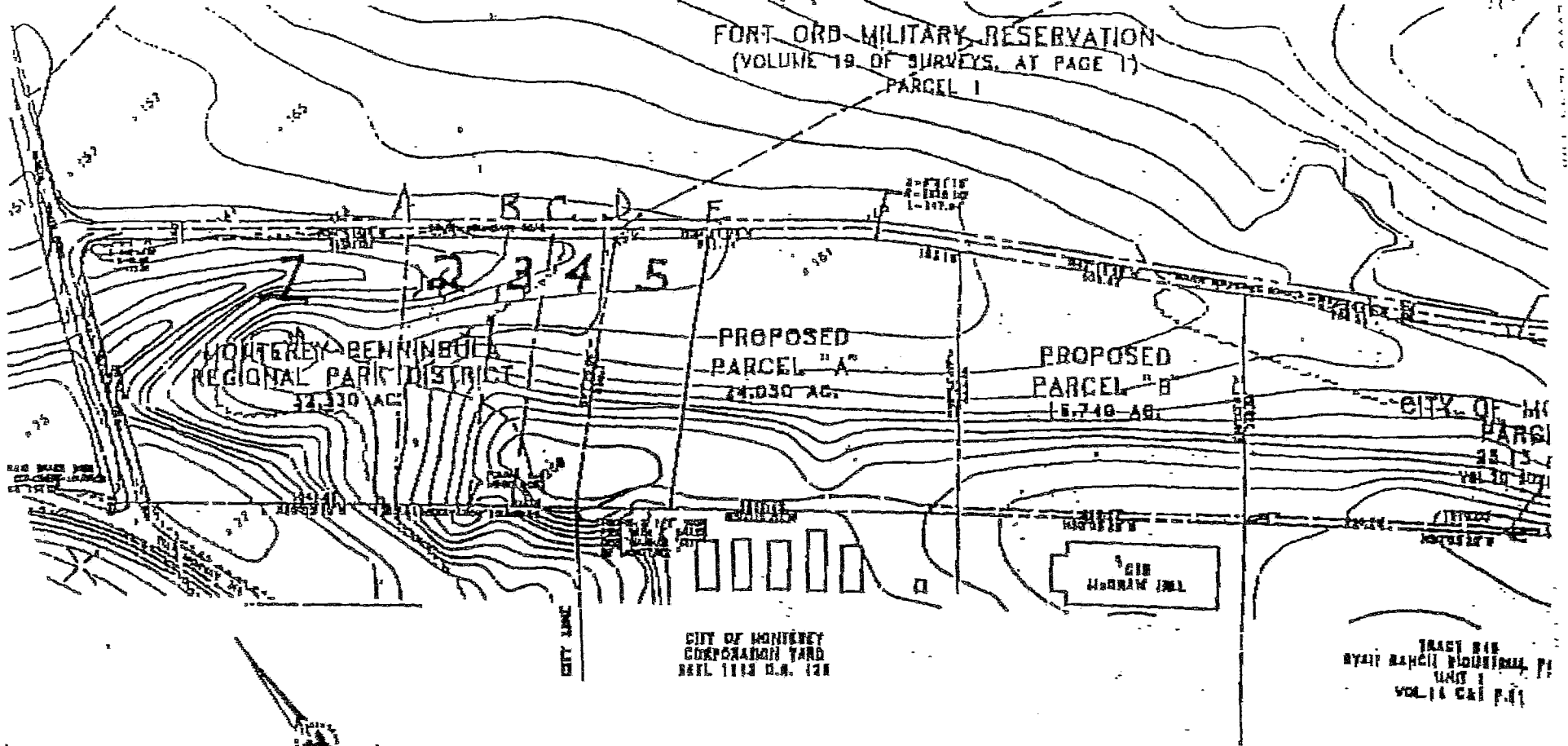


EXHIBIT A