

**AGREEMENT TERMINATING MEMORANDUM OF AGREEMENT
AMONG AND BETWEEN
THE FORT ORD REUSE AUTHORITY, CITY OF MARINA, MARINA
REDEVELOPMENT AGENCY, CALIFORNIA STATE UNIVERSITY MONTEREY
BAY, UNIVERSITY OF CALIFORNIA SANTA CRUZ, GOLDEN GATE UNIVERSITY,
MONTEREY SALINAS TRANSIT, TRANSPORTATION AGENCY FOR MONTEREY
COUNTY, THE REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY
AND THE COUNTY OF MONTEREY CONCERNING THE REALIGNMENT OF THE
MULTI-MODAL CORRIDOR TRANSIT ON THE FORMER FORT ORD**

THIS AGREEMENT is made and signed on this ____ day of _____, 2016, by and among the FORT ORD REUSE AUTHORITY (“FORA”), the CITY OF MARINA (“MARINA”), THE SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY (“MRA SUCCESSOR”), CALIFORNIA STATE UNIVERSITY MONTEREY BAY (“CSUMB”), UNIVERSITY OF CALIFORNIA SANTA CRUZ (“UCSC”), GOLDEN GATE UNIVERSITY (“GGU”), MONTEREY SALINAS TRANSIT DISTRICT (as successor to Monterey-Salinas Transit and hereinafter referred to as “MST”), the TRANSPORTATION AGENCY FOR MONTEREY COUNTY (“TAMC”), THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY (“AGENCY”) and the COUNTY OF MONTEREY (“COUNTY”) (with FORA, MARINA, MRA SUCCESSOR, CSUMB, UCSC, GGU, MST, TAMC, AGENCY and COUNTY each being from time to time hereinafter referred to as a “Party”, and together being from time to time collectively hereinafter referred to as the “Parties”).

RECITALS

A. In June 1997, the FORA Board of Directors adopted a Final Environmental Impact Report and a Fort Ord Base Reuse Plan (hereinafter referred to as the “BRP”). The BRP included the designation of a multi-modal transit corridor along the “Imjin Parkway/Blanco Road” corridor, as shown on Figures 4.2-2, 4.2-3 and 4.2-5 of the BRP Reuse Plan Element (hereinafter referred to as the “Transit Corridor”). The Transit Corridor is intended to serve as a major transportation route from Highway 1 to Salinas, through former Fort Ord lands.

B. The original alignment (hereinafter referred to as the “Original Alignment”) of the Transit Corridor extended from Highway 1 along 12th Street and Imjin Road to Reservation Road, along Reservation Road to Blanco Road, and then along Blanco Road to Salinas, as generally shown in Exhibit 1A.

C. Problems arose with the implementation of the Original Alignment, including potential impacts to wildlife habitat lands and impacts to agricultural operations.

D. In 2010 the Parties identified and reviewed a proposed new alignment (the “2010 Alignment”) to the Transit Corridor, as shown in Exhibit 1B. The Parties then entered into that Memorandum of Agreement dated November 2, 2010 (the “2010 Memorandum of Agreement”), a copy of which is attached hereto as Exhibit 1C.

E. The 2010 Alignment avoided certain impacts, but raised others. Additionally, some of the development that was anticipated in 2010 has since failed to occur.

F. Due to the desire of the Parties to reassess the 2010 Alignment, TAMC led the development of a Marina-Salinas Multi-Modal Corridor Conceptual Plan, which identified a new alignment (shown in Exhibit 2) based on input from the Parties, stakeholders and the public.

G. On June 24, 2015, TAMC approved the Marina-Salinas Multi-Modal Corridor Plan and adopted Resolution 2015-15 (a copy of which is attached as Exhibit 3), determining that the Marina-Salinas Multi-Modal Corridor Plan is within the scope of the 2014 Monterey County Regional Transportation Plan which was previously analyzed by the Environmental Impact Report certified by the Association of Monterey Bay Area Governments and considered by TAMC in adopting its Resolution No. 2014-10.

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

1. Termination of 2010 Memorandum of Agreement. The Parties hereby agree to terminate the 2010 Memorandum of Agreement, which shall hereafter be of no further force or effect.

2. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same complete instrument. The signature page of each counterpart may be detached from such counterpart and attached to a single document which shall for all purposes be treated as an original. Faxed, photocopied or e-mailed signatures shall be deemed originals for all purposes. This Agreement shall be effective as to each Party when that Party has executed and delivered a counterpart hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year set out opposite their respective signatures.

FORT ORD REUSE AUTHORITY

Date: _____

By: _____

Executive Officer

Michael A. Houlemard, Jr.

APPROVED AS TO FORM:

By: _____

CITY OF MARINA

Date: _____

By: _____

APPROVED AS TO FORM:

By: _____

THE SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY

Date: _____

By: _____

APPROVED AS TO FORM:

By: _____

CALIFORNIA STATE UNIVERSITY MONTEREY BAY

Date: _____

By: _____

APPROVED AS TO FORM:

By: _____

UNIVERSITY OF CALIFORNIA SANTA CRUZ

Date: _____

By: _____

APPROVED AS TO FORM:

By: _____

GOLDEN GATE UNIVERSITY
a California nonprofit public benefit corporation

Date: _____

By: _____

APPROVED AS TO FORM:

By: _____

MONTEREY-SALINAS TRANSIT DISTRICT

Date: _____

By: _____

APPROVED AS TO FORM:

By: _____

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

Date: _____

By: _____

APPROVED AS TO FORM:

By: _____

**SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
OF THE COUNTY OF MONTEREY**

Date: _____

By: _____

APPROVED AS TO FORM:

By: _____

COUNTY OF MONTEREY

Date: _____

By: _____

APPROVED AS TO FORM:

By: _____