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DIRECTOR, BLM

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**LETTER OF TRANSFER
A PORTION OF FORMER FORT ORD, CALIFORNIA**

FROM: The Department of the Army
TO: The Department of the Interior, Bureau of Land Management

By these presents, I, Togo D. West, Jr., Secretary of the Army, do hereby transfer to the Department of the Interior (DOI), Bureau of Land Management (BLM), all jurisdiction, custody, and control of the real property depicted in Exhibit A to this Letter of Transfer as Parcel A, Parcel B, and the Range Control Compound (RCC), consisting of approximately 7,204 acres at the former military installation known as Fort Ord, California, and the interests, rights, leases, easements, appurtenances, and personal property, as described and set forth in this Letter of Transfer and the applicable sections of the Memorandum of Understanding (MOU) of April 19, 1995, hereafter referred to collectively as "the Property," to be used, operated, maintained, and funded by the BLM, except as required to be funded by the Department of the Army (Army) by law or agreement. In case of conflict with the MOU or any other document executed by the Army and BLM or DOI related to transfer of the Property, the terms of this Letter of Transfer shall govern.

Article 1 - Authority: The former military installation known as Fort Ord was designated for closure by the Defense Base Closure and Realignment Commission of 1991, under the authority of the Defense Base Closure and Realignment Act of 1990 (Public Law 101-510). Subsequent to a delegation from the Administrator of the General Services Administration to the Office of the Secretary of Defense and redelegations, the Army proceeded to dispose of the former Fort Ord. The Fort Ord Community Task Force endorsed a proposal for BLM acquisition of these lands. Subsequently, during the required screening of Federal agencies, BLM expressed interest in acquiring the Property. Pursuant to the Federal Property Management Regulations (41 CFR 101-47.203-7) concerning transfers of excess Federal property to other Federal agencies, the DOI requested and obtained a waiver from payment of fair market value from the Office of Management and Budget (Exhibit B). Thus, this transfer will be made without reimbursement.

Article 2 - Legal Description of the Land Parcels to be Transferred: A general depiction of the land parcels (Parcel A, Parcel B, and the RCC) to be transferred is shown at Exhibit A. The BLM agrees to complete a legal survey of these land parcels, ensuring its recordation with the County of Monterey, California, and will provide the Sacramento District, U.S. Army Corps of Engineers, with a certified copy of such document within six (6) months of the date of this transfer. The property survey to be performed by BLM will establish and serve as the legal description of the land transferred by the Army to the BLM.

Article 3 - Possession, Accountability, and Transfer of Necessary Papers: A complete listing of the Property is shown at Exhibit C. Other necessary and pertinent papers will be

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DIRECTOR, BLM

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transferred from the Sacramento District, U.S. Army Corps of Engineers to the State BLM Office as soon as practical after acceptance of this Letter of Transfer. The BLM agrees to take jurisdiction and responsibility for providing fire suppression services at its own expense for the Property.

Article 4 - Encumbrances, Reservations, and Restrictions: There are numerous water supply wells, test wells or holes, monitoring wells, observation wells, extraction wells, and other type wells located on the Property or adjacent to the Property. There is at least one well on the Property which is wholly owned and operated by the Monterey Peninsula Water Management District (MPWMD), for which well or wells the Army hereby reserves and protects easement rights for access, operation, replacement, and maintenance purposes. The Army retains the right to use the wells and borings existing on the Property and will close or destroy the wells in accordance with applicable laws and regulations when they are no longer needed. The BLM will exercise reasonable care to protect each well from damage and development. The Army remains responsible for the operation, security, maintenance, and closure of the wells and reserves access for said purposes. No grading, development, or other such operations that could damage the wells can occur within a fifteen (15) foot radius of each well whose specific location has been provided by the Army to BLM. The Army will provide a map to BLM which indicates the exact location of each well or boring to be covered under this article. BLM will have no responsibility for complying with this paragraph unless, or until the Army provides a map identifying the specific location of all wells and borings to be covered under this paragraph. A map depicting the general location of wells or borings is at Exhibit D.

a. Decommissioned utility lines shall be abandoned in place and become the property and responsibility of BLM. Utility maps (Exhibits E1 and E2) depict the general location of utility systems for which the Army shall retain sole ownership and easements, and rights for access for purposes of operation, replacement, and maintenance.

b. The Army hereby retains the utility infrastructure (gas, electric, telephone, water, and sewer), together with pertinent easements, with the intention of transferring that infrastructure and access easements to non-BLM parties, to the extent any such transfers of utility infrastructure or access easements are compatible with BLM's use and management of the Property.

c. The BLM's management of the Property recognizes the commitment made in the Multi-Species Habitat Management Plan, dated February 1994, for an easement to the Department of Transportation, on behalf of the California Department of Transportation (CALTRANS), for the future realignment of State Highway 68.

d. All roads within the Property, except for that portion of Barloy Canyon Road lying south of Eucalyptus Road, are part of the Property. The Corral de Tierra parcel, located adjacent to the southeastern border of the Property, is not part of the Property.

e. The BLM is responsible for regulating public access to and use of the Property, except as qualified in this paragraph. The Army shall control public access to, and assume legal responsibility for, all potentially hazardous areas located on the Property. "Potentially hazardous areas" are defined as any area identified on the map at Exhibit A, as undergoing or proposed for

study, characterization or cleanup of hazardous materials, as defined in Article 7, as well as any other area of the Property identified by the Army, BLM or a federal or state regulatory agency, after transfer of the Property, as requiring similar action. It is the responsibility of the Army to properly secure these areas, (e.g. signing and fencing), consistent with the potential or existing site condition, until any study, characterization or cleanup of hazardous materials is completed. BLM (DOI) will assume no costs, responsibility or liability arising from or related to the Army's responsibilities under this paragraph.

f. The Army is responsible for providing security for property adjacent to the Property until that adjacent property is transferred or until another party accepts jurisdiction of or responsibility for that adjacent property, or both.

g. To the extent BLM controls access to the Property, the BLM will accord the Army any easement or access that the Army may reasonably require to conduct environmental assessments, surveys, and environmental response actions, as necessary.

Article 5 - Buildings, Improvements, and Personal Property: To the extent not inconsistent with the Army's obligations under Article 7, the structures and buildings on the Property are transferred in "as is and where is" condition, without any representation, warranty or guaranty by the Army as to quantity, character, condition, size, kind, or that the same is in condition or fit to be used for the purpose BLM intended.

Article 6 - Historic Preservation: A historic inventory for the former military installation known as Fort Ord was conducted. As a result of the inventory, no historic properties were identified on the Property, as documented at Exhibit F.

Article 7 - Environmental Responsibility and Response Actions:

a. The Army agrees that it will take all action necessary to protect human health and the environment, in accordance with applicable law and any DOD or Army policies, with respect to any hazardous materials remaining on the Property after the date of transfer, or that come to be located on the Property after the date of transfer, associated with acts or omissions of the Army, its employees, agents, contractors, or tenants. The term "hazardous material" as used in this Letter of Transfer means any material that is identified as hazardous, toxic, or dangerous under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. 2601, et seq., and other applicable laws, as well as ordnance and explosives (OE), and petroleum and petroleum derivatives.

b. All response actions by the Army on the Property shall be consistent with BLM's authority to manage lands for multiple uses which may reasonably be anticipated to occur on the Property. The Army's Fort Ord California Disposal and Reuse Environmental Impact Statement and Record of Decision, signed December 23, 1993, and the Fort Ord Multi-Species Habitat Management Plan, dated February 1994, as amended or supplemented, shall serve as guidance on potential re-use of the Property.

b. The Biological Opinion specifies that the Property supports sand gilia, a listed species. Accordingly, the BLM will, as appropriate, formally consult with the U.S. Fish and Wildlife Service to ensure compliance with section 7 of the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531, et seq.

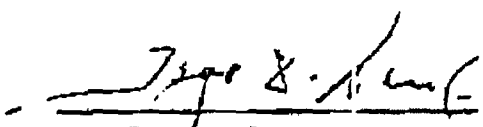
Article 9 - National Environmental Policy Act Requirements: The Army, in transferring the Property, and the BLM in accepting jurisdiction of and management responsibility for the Property have, respectively, satisfied the requirements of the National Environmental Policy Act of 1969, 42 U.S.C. 4321, et seq.

Article 10 - Waiver of Reporting Requirement: The disposal of the Property is not subject to the requirements of 10 U.S.C. 2662, per the waiver provided by Section 2905(d) of Public Law No. 101-510.

Now, therefore, in consideration of the foregoing premises, I hereby approve and deliver this Letter of Transfer and cause jurisdiction, custody, and control of the Property described herein to be transferred to the Department of the Interior, Bureau of Land Management.

DATED THIS 18th day of October, 1996.

DEPARTMENT OF THE ARMY



Togo D. West, Jr.
Secretary of the Army

The transfer of the above-mentioned jurisdiction, custody, and control of the Property described herein is hereby accepted by the Department of the Interior, Bureau of Land Management.

DATED THIS 18th day of October, 1996.

DEPARTMENT OF THE INTERIOR



Bruce Babbitt
Secretary of the Interior

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CALIFORNIA DEPARTMENT OF TRANSPORTATION
AND THE
U.S. BUREAU OF LAND MANAGEMENT

A. PURPOSE

The purpose of this Memorandum of Understanding is to establish an agreement, whereby the U.S. Department of Interior, Bureau of Land Management, Hollister Resource Area, hereinafter referred to as the BLM, will manage on an interim basis, land in Monterey County designated as a future State Route 68 transportation corridor. The land is to be held in title by the California Department of Transportation, hereinafter referred to as Caltrans.

It is anticipated that Caltrans will be deeded a portion of Fort Ord, roughly one thousand feet in width and six and a half miles in length (approximately 894 acres), near the existing Fort Ord southerly boundary. It is also recognized that it is likely the BLM will be granted ownership/authority of lands immediately north of the designated Route 68 corridor. As there is likely to be a period of nearly twenty years before construction would begin on a transportation facility, it is desirable to have the transportation corridor professionally managed as an extension of BLM property. The BLM Hollister Resource Area Manager shall be charged with interim management of the transportation corridor; Caltrans will provide funding to cover direct expenditures related to interim management of the corridor.

It is recognized that corridor preservation in transportation planning is a vital component of early systems planning, promoting the integration of land use, transportation and environmental planning. Corridor preservation allows for orderly development, provides adequate infrastructure to support this development, reduces future project costs, and can avoid or minimize environmental impacts.

Specifically, this Memorandum is intended to:

- 1) enable Caltrans to preserve a corridor of undeveloped land currently in United States Army ownership (southerly Fort Ord),
- 2) avoid conflicts in future land use,
- 3) provide consistent land management policies with adjacent lands,
- 4) conserve Caltrans personnel resources for transportation-related duties, and
- 5) provide procedures for resolving potential disputes.

CALTRANS MISSION

Caltrans promotes economic vitality and enhances the quality of life for the people of California by providing for mobility of people, goods, services and information. As part of this mission, Caltrans plans, designs, constructs, operates and maintains the transportation system for which it is statutorily responsible. In the development of the State's transportation programs and projects, all environmental, social, and economic effects are to be considered along with the technical issues, and final transportation decisions are to be made in the best overall public interest. Caltrans selects alternatives that serve the essential transportation needs while causing the least overall environmental damage. Caltrans mitigates, to the extent socially and economically feasible, or as required by law, any unavoidable and adverse environmental impacts associated with the selected alternative. In fulfilling this mission, Caltrans must provide transportation solutions within a reasonable timeframe.

BLM MISSION

The BLM is responsible for the Stewardship of our Public Land and to manage, protect, and improve these lands in a manner to serve the needs of the American people for all times. Management is based on the principles of multiple-use and sustained yield of our Nation's resources within a framework of environmental responsibility and scientific technology. BLM's concept of stewardship emphasizes conservation, wise use and protection of these resources, and achieving the optimum combination of balanced and diverse uses which also considers long-term needs of future generations for an ecologically sound environment and a strong economy.

BLM is responsible for carrying out the full range of programs for the conservation, management, development, and protection of both surface and mineral resources on approximately 270 million acres of Public land located in 28 States including Alaska. This land estate constitutes about 13 percent of the total land surface of the United States. BLM also administers mineral leasing and supervises mineral operations on an additional 300 million acres of Federal mineral estate underlying other Federally-administered, State or private ownerships throughout the United States, and supervises most mineral operations on Indian lands.

B. IN EFFECTING THIS UNDERSTANDING

1. Caltrans will:

- a. be responsible for legally defining the property that is to be preserved as a future State Route 68 corridor;
- b. be responsible for securing said property from the United States Army;
- c. hold title to the land;
- d. be responsible for retaining the property, until such time that the land is to be utilized for a transportation facility or relinquished to the Army or to BLM at the U.S. Army's direction.
- e. be responsible for maintaining the southerly boundary property fence of the corridor.

2. BLM will:

- a. act as interim manager of the said property, which will abut land to be designated as open space and under ownership of BLM;
- b. manage the land in a manner consistent with adjacent land uses;
- c. not be required nor allowed to make land use changes to said property. Consistent with Caltrans' obligation to Section 4(f) of the Department of Transportation Act, said property is being acquired for transportation purposes prior to any designation or use protected by Section 4(f). Said property shall not function for or be designated in any management plan for significant park, recreation, historic resource, or wildlife/waterfowl refuge purposes.
- d. not be allowed to use the corridor for any mitigation purposes nor to add to the existing wildlife habitat if any in the corridor.
- e. maintain complete and accurate records of its costs of performance hereunder, and retain said records during the term of this agreement and for the three year period immediately thereafter. During such period BLM shall make the records available to Caltrans or the California State Auditor General's Office for review and audit during normal business hours, upon reasonable notice that such a review is desired.
- f. manage adjacent land in a manner consistent with the future utilization of said property as a transportation corridor.

C. GENERAL PROVISIONS

1. All coordination, assistance and services rendered under this Memorandum will be carried out in full compliance with the objectives, policies and responsibilities of both agencies. Nothing in this Memorandum shall abrogate the responsibilities of either agency as defined by Federal or State 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. Advance programming or transfer of funds between Caltrans and BLM shall generally not be required for this purpose.
3. The Caltrans Right of Way Branch shall be the functional branch of the Department of Transportation responsible for the corridor and all future correspondence regarding this MOU should be directed to them.
4. The parties to this Memorandum agree to exchange information and consult with each other prior to implementing plans, programs or activities that may affect the ability of the other agency to perform under this Memorandum.
5. The area of the corridor currently used for parking by patrons of the Laguna Seca Recreation Area will continue to be made available for parking. This is being done at the request of Monterey County.
6. Copies of any technical reports, memorandums, or other correspondence, prepared by BLM and referring to said property shall be provided by BLM to Caltrans.
7. Caltrans shall involve BLM as a cooperating agency in the development of the environmental document for the Route 68 Corridor project.
8. Each party hereto shall, insofar as it may legally do so, indemnify and hold harmless the other party, its officers and employees, from any damage or liability arising from any errors, omissions or negligence in its performance of this agreement.
9. All improvements made to said property shall be and remain the property of Caltrans.
10. BLM will be compensated for time and materials expended to manage said property. The amount of compensation is to be negotiated in good faith and will be addressed in a separate agreement to be negotiated at a future date.

11. It is hereby understood by all parties that BLM will now have the opportunity to enhance the habitat values of the property north of and adjacent to the future transportation corridor. It is further understood that the said property to be owned by Caltrans and managed by BLM is being acquired as a future transportation corridor. Therefore it is mutually agreed that no enhancement activities are to be conducted within the proposed transportation corridor before such time it is used for a transportation facility.

D. ROUTINE COORDINATION

1. The signatories agree to meet at least once annually to review progress under this Memorandum, to consider possible improvements of its provisions, and to discuss policy issues.
2. There shall be established a work group that will meet at least quarterly. The group shall consist of agency representatives appointed by the signatories. Other non-signatory agencies may be asked to participate in the work group as appropriate. The purposes of the work group are to seek more efficient ways to accomplish the objectives of each agency, to initiate long-term conceptual planning, to develop better understanding and communication between agency staffs, and to attempt to resolve issues and answer questions which might arise during the time of corridor preservation.
3. Either the signatories or the work group can and should meet more often if the need arises. Either agency should feel free to request such meetings, but should provide as much advance notice to the other party as possible.

E. ISSUE RESOLUTION

Primary contacts for carrying out provisions of this Memorandum will reside with the Caltrans Deputy District Director for Right of Way (Caltrans District 5) and the BLM Hollister Resource Area Manager. It is recognized that the Federal Highway Administration (FHWA), acting as a Federal funding agency for the ultimate transportation facility, may be a party to issue resolution.

F. EFFECTIVE DATE, TERMINATION OR MODIFICATION

This Memorandum of Understanding will become effective when approved by the Caltrans District 5 Director and the BLM Hollister Resource Area Manager and shall continue in force and effect until December 31, 2023, or until terminated by either party, or at such time that the proposed transportation facility becomes a viable project and is approved and funded for construction. This Memorandum may be amended by mutual consent of the signatory parties.

For the CALIFORNIA DEPARTMENT OF TRANSPORTATION

W. H. Ojeda

W. H. Ojeda
District Director

8-19-93

Date

For the U.S. BUREAU OF LAND MANAGEMENT

Bob Beehler

Bob Beehler
Hollister Resource Area Manager

7/28/93

Date


ADDENDUM TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CALIFORNIA DEPARTMENT OF TRANSPORTATION
AND THE
U. S. BUREAU OF LAND MANAGEMENT

The purpose of this addendum to the 1993 Memorandum of Understanding between the California Department of Transportation (Caltrans) and the U. S. Bureau of Land Management (BLM) is to mutually recognize that Caltrans' public benefit conveyance request for lands of Fort Ord is now for an easement of those lands originally requested in fee title.

Caltrans, through its federal sponsor, the Federal Highway Administration (FHWA), officially requested the change to an easement in a letter dated March 29, 1994 to Ms. Nicole M. Gauthier of the Management and Disposal Branch of the Real Estate Division of the U. S. Army Corps of Engineers. The request letter was signed by Mr. Roger Borg, FHWA Division Administrator.

It is the intent of both Caltrans and BLM to abide by terms in the original MOU that have not changed substantially due to the change from fee title request to easement request. It is further agreed to that Caltrans and the BLM will as much as possible apply terms of the MOU in the event that Caltrans is granted only partial conveyance of the requested easement.


For the CALIFORNIA DEPARTMENT OF TRANSPORTATION



Kenneth G. Nelson
District Director

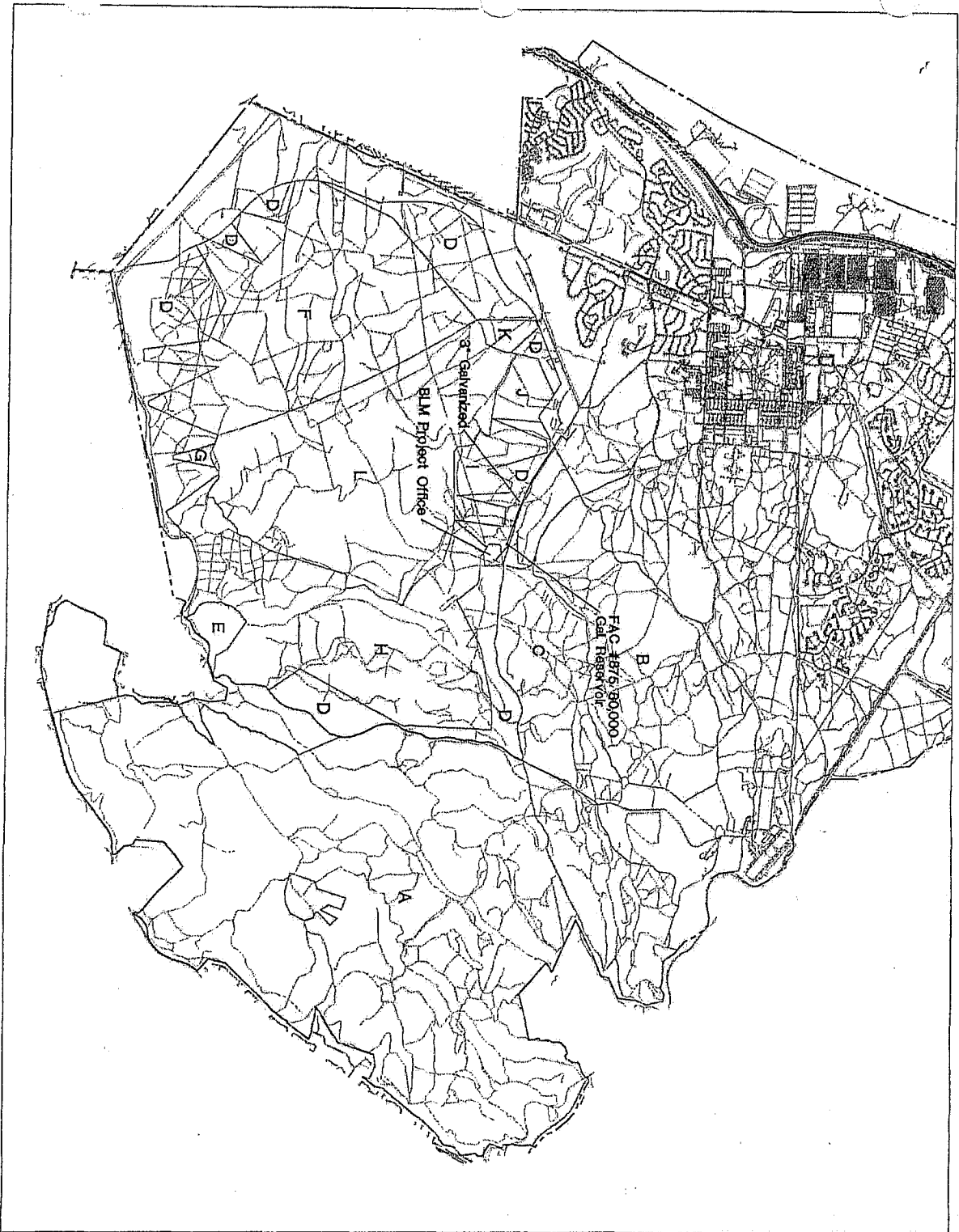
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Date

For the U. S. BUREAU OF LAND MANAGEMENT



Bob Beehler
Hollister Resource Area Manager

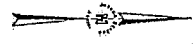
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Date



WATER

LEGEND

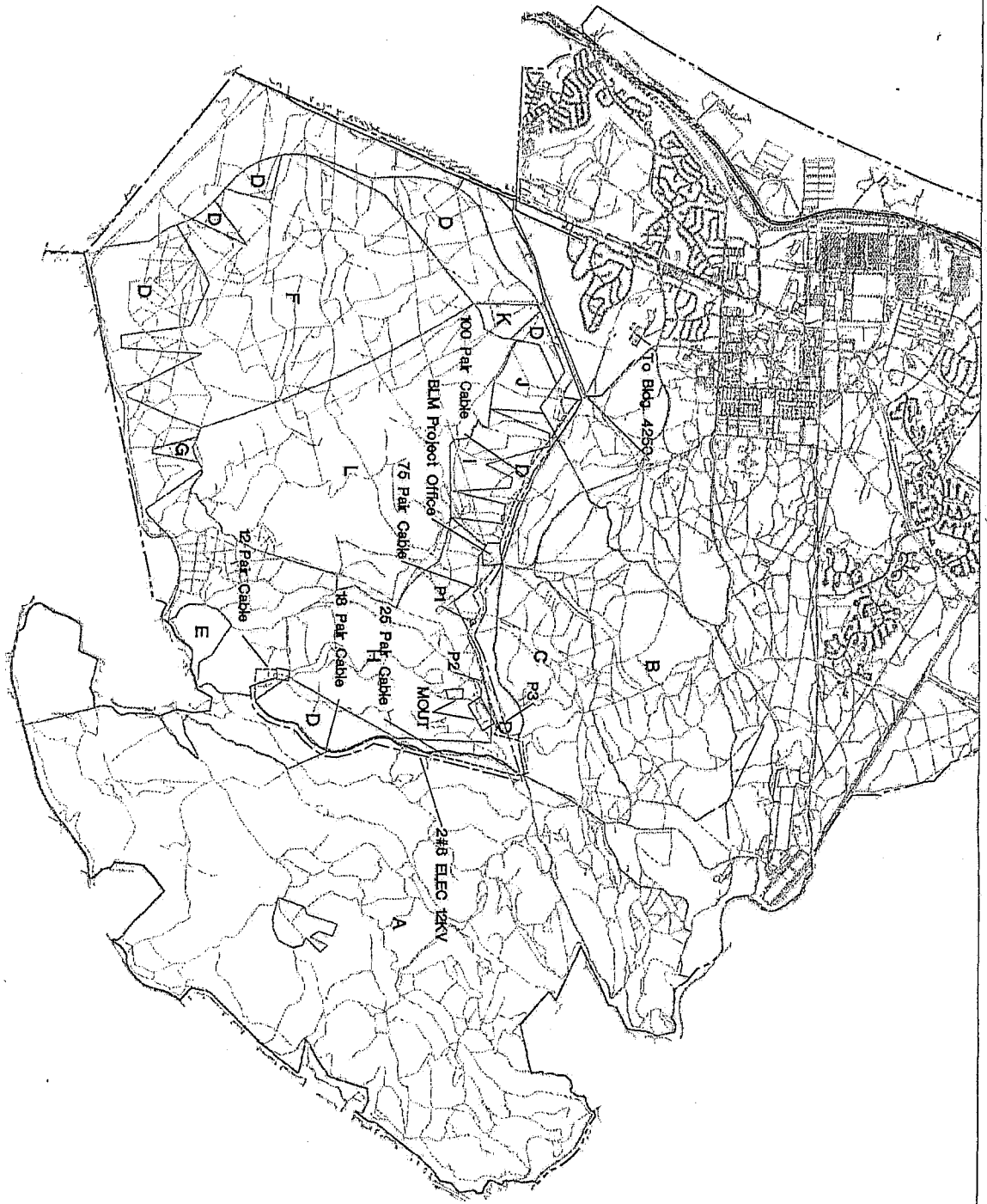
- Water
- Roads
- Parcels
- Boundary



MAP SCALE: 1" = 4000'



Jones & Stokes Associates
 2600 V Street, Suite 100
 Sacramento, CA 95818

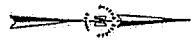


ELECTRIC/TELEPHONE

LEGEND

- Telephone
- Electric
- Roads
- Parcels
- Boundary
- Underground Telephone
- Riser Pedestals

Notes:
 1 Telephone Underground From
 P1 - P3.



MAP SCALE 1" = 4000'



DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, SACRAMENTO
CORPS OF ENGINEERS
1325 J STREET
SACRAMENTO, CALIFORNIA 95814-2922

REPLY TO
ATTENTION OF

CESPK-RE-MC 405-90a

6 March 19 96

MEMORANDUM FOR Commander, U.S. Army Training and Doctrine Command, ATTN:
ATCS-OR (Ms. Judy Johnston), Fort Monroe Virginia 23651-5000

SUBJECT: Transmittal of Real Estate Transfer Assembly

1. Attached is a copy of the Real Estate Transfer Assembly that was forwarded to HQUSACE for approval, which supports transfer of approximately 7,204 acres of property located at the former military installation known as Fort Ord. Approval of the Transfer Assembly would provide for conveyance of the subject property to the Bureau of Land Management.
2. The point of contact for this action is Mr. Robert Taylor, who may be reached at (916) 557-6873.

/s/ Original Signed

Keneth L. Fox
Chief, Base Realignment and Closure Section

CFs: (w/o encls)

Cdr, Presidio of Monterey, ATTN: ATFL-CMT, Presidio of Monterey, CA 93944-5000

Cdr, Presidio of Monterey, ATTN: ATZP-FM, (LTC Bill Jones), Presidio of Monterey,
CA 93944-5000

Cdr, South Pacific Division, ATTN: CESPD-RE (Mr. Gary Ditch), 630 Sansome Street,
San Francisco, CA 94111-2206

Cdr, US Army Corps of Engineers, ATTN: CERE-C, (Mrs. P. Erickson), Pulaski
Building, 20 Massachusetts Avenue, N.W. Washington, D.C. 20314-1000

Transfer Assembly - Table of Contents

Introduction:

Description of Transfer

Section I

Letter of Transfer:

Exhibit A -

Map Outlining Internal Boundary of Property Requested (14,095 acres)

Map Outlining Approximately 7,204 Acres Conveyed per this Transfer

Exhibit B - Letter of Waiver from the Office of Management and Budget

Exhibit C - DD Form 1354, Transfer and Acceptance of Military Real Property
and Standard Form 122, Transfer Order Excess Personal Property

Exhibit D - Site Map Depicting General Location of Wells and Borings

Exhibit E - Map Depicting Utility Lines for Retention

Exhibit F - Letter Supporting non-transfer of a Portion of Barloy Canyon Road

Exhibit G - Potentially Hazardous Sites

Exhibit H - Programmatic Agreement Concerning Historic Preservation

Section II - Letter from Bureau of Land Management Requesting Transfer of Property

Section III - Memorandum of Understanding Between Army and Bureau of Land

Section IV - Reconnaissance Level Value Estimate

Section V - Environmental Documents Supporting Transfer of Property:

Record of Decision, dated 23 Dec 93

Letter - Statement of Environmental Condition of Property

*Base Wide Environmental Baseline Survey;

*Final Community Environmental Response and Facilitation Act, Report; and,

*Archives Search Report

*Environmental reports supporting conveyance are not attached to this Transfer Assembly.

INTRODUCTION

The Bureau of Land Management has requested transfer of approximately 14,095 acres of real property, located at a closed military installation, formerly known as Fort Ord, and situated within Monterey County, California. The Letter of Transfer contained herein and supporting documents are prepared to effectuate conveyance of approximately 51% of the total acreage that is scheduled for eventual transfer. Subsequent transfers of the subject property to the Bureau of Land Management will occur periodically during the next 5-10 years, subject to Army's completion of environment analysis and remedial actions involving unexploded ordnance and other potentially hazardous materials.

This transfer is based on congressional authority as cited in Public Law 101-510; 41 Code of Federal Regulations, Chapter 101-47-203-7 (f) (2) (ii) (B); and, a Memorandum of Understanding as signed and agreed upon by representatives of Army and Bureau of Land Management.

**LETTER OF TRANSFER
A PORTION OF FORMER FORT ORD, CALIFORNIA**

FROM: Department of the Army

TO: The Department of Interior, Bureau of Land Management

By these presents, I, Togo D. West, Jr., Secretary of the Army, do hereby transfer to the Department of Interior, all jurisdiction and control of a portion of the real property, interests, rights, leases, easements, and appurtenances at the former military installation known as Fort Ord, California, involving approximately 7,204 acres, to be used, operated, maintained, and funded by the Bureau of Land Management. This first phase of transfer includes the Range Control Compound and parcels A and B as depicted at Exhibit A. Future transfers involving approximately 6,891 acres, are subject to Army's completion of environmental analysis and remedial actions in accordance with applicable laws, statute, and regulations. A map depicting the configuration of current and future property transfers is at Exhibit A.

Article 1 - Authority: This transfer is a Congressionally authorized action, governed by Public Law 101-510, which authorizes closure of former Fort Ord, and 41 Code of Federal Regulations Chapter 101-47.203-7 (f) (2) (ii) (B), that provides a means for requesting waiver of regulations promulgated by the Office of Management and Budget, for which requires reimbursement based on fair market value of property transferred between Federal Agencies. A waiver as granted by the Office of Management and Budget is at Exhibit B. This transfer is also subject to compliance with the Memorandum of Understanding between Army and Bureau of Land Management, dated March 22, 1995; a jointly developed Site Use Management Plan; and Base Wide Habitat Management Plan.

Article 2 - Legal Description of Property: The Bureau of Land Management agrees to complete a legal survey of the subject property, ensuring (its) recordation with the County of Monterey California, and providing the Sacramento District, Army Corps of Engineers with a certified copy of such document within six (6) months of the date of this transfer.

Article 3 - Possession, Accountability, and Transfer of Necessary Papers: A complete listing of real property and personal property, which is hereby transferred, and which BLM also accepts, is shown at Exhibit C. Other necessary and pertinent papers will be transferred from Army to the Bureau of Land Management as soon as practical, upon execution of this transfer instrument. Army will be responsible for providing fire suppression capability and services, until such time as the fire season for 1995 is ended as declared by San Benito Monterey Ranger Unit, Region 4, California Department of Forestry, after which, Bureau of Land Management agrees to take jurisdiction and responsibility for providing fire suppression services at its own expense.

Article 4 - Encumbrances, Reservations, and Restrictions: There are numerous water supply wells, test wells, or holes, monitoring wells, observation wells, extraction wells and other type wells located on the Property or adjacent to the Property. There is at least one well on the site, which is wholly owned and operated by the Monterey Peninsula Water Management District, for which Army reserves and protects such easement rights for access, operation, replacement, and maintenance purposes. The Army retains the rights to use the wells and borings, and may later close or destroy the wells in accordance with applicable laws and regulations. Each well must be protected from damage and development until they are no longer needed and can be destroyed. No grading, development, or other such type operations that could damage the wells can occur within a fifteen (15) foot radius of each well. Neither the Army nor Bureau of Land Management will be responsible for replacement or upgrade of any well or boring. A map showing the general location of wells or borings is at Exhibit D.

a. Decommissioned utility lines shall be abandoned in place, and become the property and responsibility of the Bureau of Land Management. Utility maps at Exhibit E, depict the general location of utility systems for which Army shall retain sole ownership, easement rights for access, operation, replacement, and maintenance purposes.

b. Army intends to transfer utility infrastructure (gas, electric, telephone, water, and sewer), together with easements, to non-BLM Parties.

c. All roads within the subject property, except for that portion of Barloy Canyon Road lying south of Eucalyptus Road, are included and made part of this transfer. Bureau of Land Management's letter at Exhibit F, supports non-transfer of the subject portion of Barloy Canyon Road, lying south of Eucalyptus Road. Army reserves the right to provide a 1,000 foot wide easement for the future realignment of highway 68, which is currently planned to traverse the southern boundary of the footprint scheduled to transfer to BLM. This easement will be assigned to the Federal Department of Transportation on behalf of the California Department of Transportation (CALTRANS), as described in the Federal Transportation Improvement Plan (FTIP #3), dated September 30, 1993.

d. The Corral De Tierra parcel, located adjacent to the southeastern border of the BLM footprint, will transfer fee simple to CALTRANS as described in the FTIP #3, and therefore is not part of this or any subsequent transfer(s). A copy of the subject easement has been provided to CALTRANS and BLM.

e. Bureau of Land Management should discourage public access to potentially hazardous areas as outlined on maps at Exhibit G, and take appropriate action to avoid digging of earth or conducting other earth moving/disturbing activities, until such time that they are declared by Army to be safe.

g. The Army reserves the right to enter the Property for the purpose of conducting environmental assessments, surveys, and to perform environmental clean-up actions, as necessary.

Article 5 - Buildings, Improvements, and Related Personal Property: The structures and buildings on the Property are transferred in "as is and where is" condition, without any representation, warranty; or guaranty by the Army as to quantity, quality, character, condition, size, kind, or that the same is in condition or fit to be used for the purpose BLM intended. The Army assumes no liability for damages, personal injury, illness, disability, or death, to any individual, including members of the general public arising from, or incident to, any activity causing or leading to contact of any kind whatsoever with asbestos, or lead-based paint, or any other potentially hazardous materials which may result after Army completes its obligations under applicable laws and regulations governing environmental remediation.

Article 6 - Historic Preservation: A historic inventory for the former military installation known as Fort Ord was conducted. As a result of the inventory, no historic properties were identified on the Property, as documented at Exhibit G.

Article 7 - Environmental Condition of Property. A statement of the environmental condition of the property is summarized at Exhibit H.

Article 8 - Waiver of Reporting Requirement. The disposal of this property is not subject to the requirements of 10 U.S.C. 2662 per the waiver provided by Section 2905(d) of Public Law No. 101-510.

NOW, THEREFORE, in consideration of the foregoing premises, I hereby approve and deliver this letter of transfer and cause all jurisdiction and control of the real property, interests, rights, leases, easements, and appurtenances enumerated herein to be transferred to the Department of the Interior on behalf of Bureau of Land Management, for its use.

DATED THIS _____ day of _____, 1996.

DEPARTMENT OF THE ARMY

Togo D. West, Jr.
Secretary of the Army

Page 4 of 4
Letter of Transfer - Former Fort Ord

The transfer of the above-mentioned Jurisdiction and control of the real property, interests, rights, leases, easements, and appurtenances is hereby accepted by the Department of the Interior in behalf of Bureau of Land Management.

DATED THIS _____ day of _____, 1996.

DEPARTMENT OF THE INTERIOR

Bruce Babbitt
Secretary of the Interior

Maps Outlining Property Boundaries

**FIGURE 1. BUREAU OF
LAND MANAGEMENT
SUB-PARCELS FOR TRANSFER**

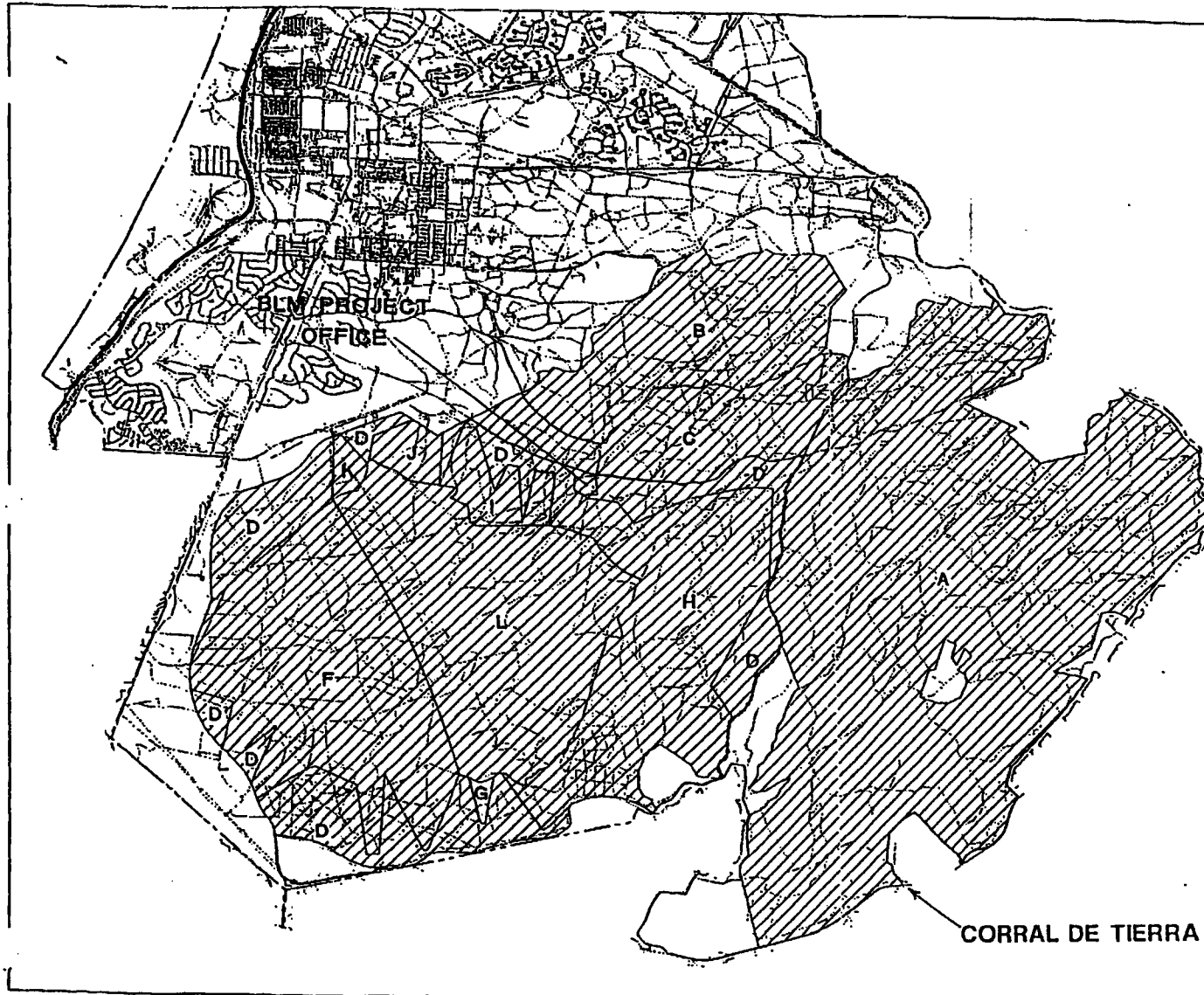
PARCEL ACREAGE

A	6022
B	1169
C	818
D	1408
F	1758
G	20
H	1527
I	200
J	112
K	51
L	1797
BPO	13
Total	14095

- - - - - Fort Ord Boundary
 _____ BLM Sub-Parcels
 - - - - - Barstow Canyon Rd.



MAP SCALE: 1" = 4000'



Letter of Waiver
from
Office of Management and Budget

SENT BY:OMB

11- 1-95 : 8:57AM :

2023950899-

202 219 2848;# 2



EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF MANAGEMENT AND BUDGET
WASHINGTON, D.C. 20503

October 31, 1995

*cc: Ron
Bruce S.
Janet J.
10/31*

THE DIRECTOR

Honorable Bruce Babbitt
Secretary of the Interior
Washington, D.C. 20241

Steve

Dear Secretary Babbitt:

This is in response to your letter requesting approval of a transfer -- without reimbursement -- of land at Fort Ord, California, from the U.S. Army to the Department of Interior's Bureau of Land Management.

We have reviewed your proposal and are satisfied that the fiscal and management responsibilities detailed in the April 1995 Memorandum of Understanding between the Army and the Bureau of Land Management can be successfully met. We therefore approve your request for a transfer without reimbursement.

Sincerely,

Alice M. Rivlin
Director

**Department of Defense Form 1354
and
Standard Form 122**

TRANSFER AND ACCEPTANCE OF MILITARY REAL PROPERTY

AUG 14 1995

FORM APPROVED
OMB No. 0704-0188

PAGE 1 OF 1 PAGES

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, suite 1204, Arlington VA 22202-4302, and to the Office of Management and Budget, paperwork Reduction Project (0704-0188), Washington DC 20503.

1. FROM (Installation Activity / Service and Zip code) DEPARTMENT OF THE ARMY FORT ORD, California, 93940	2. OPERATING UNIT	3. DISTRICT CODE	4. OPERATING AGENCY	5. DATE 28 AUGUST 1995	6. JOB NUMBER	7. SERIAL NUMBER	8. CONTRACT NUMBER	
9. TO (Installation Activity / Service and Zip code) NATIONAL PARKS SERVICES ATTN: Bureau of Land Management Hollister Resource Area 20 Hamilton Court Hollister, California, 95023-2535	10. OPERATING UNIT	11. DISTRICT CODE	12. OPERATING AGENCY	13. ACCOUNTING NUMBER	14. ACCOUNTABLE OFFICE NUMBER	15. TYPE OF TRANSACTION A. <input type="checkbox"/> NEW CONSTR. <input type="checkbox"/> EXISTING FAC. <input type="checkbox"/> CAPITAL IMP <input checked="" type="checkbox"/> OTHER (Specify) B. <input type="checkbox"/> BENF / O <input type="checkbox"/> PHYSICAL COM <input type="checkbox"/> FINAN COM <input type="checkbox"/> OTHER (Specify)		16. PROJECT NUMBER

ITEM NO.	CATEGORY CODE	FACILITY (Category Description)	NO. OF UNITS	TYPE	UNIT OF MEAS.	TOTAL QUANTITY	COST	DRAWING NUMBERS	REMARKS
17	18	19	20	21	22	23	24	25	26
		LAND:			AC				
1.	911-10	Land Parcel: A				6,027 AC			TRANSFERRED TO U.S. DEPT OF THE INTERIOR BUREAU OF LAND MANAGEMENT DATED: LIST RANGE FIELD LATRINES AT #31 N O SIGNATURE IS REQUIRED:
2.	911-10	Land Parcel: B				1,168 AC			
3.	171-23	Range Support Building #812	1	P	SF	1,971 Sq. Ft.	\$ 227,488.00		
4.	219-20	Facility Engineer #814	1	S	SF	1,407 Sq. Ft.	\$ 1,300.00		
5.	442-70	Gen Storehouse #817	1	T	SF	1,600 Sq. Ft.	\$ 1,500.00		
6.	171-22	Range House #819	1	T	SF	490 Sq. Ft.	\$,600.00		
7.	422-40	Fixed Ammunition Magazine #3929	1	S	SF	800 Sq. Ft.	\$ 1,900.00		
8.	740-74	Scout Bldg #809	1	T	SF	572 Sq. Ft.	\$ 2,780.00		
9.	841-32	Water Well & P Bldg #805	1	T	SF	126 Sq. Ft.	\$,400.00		
10.	171-39	Covd Trng Area #825	1	T	SF	1,824 Sq. Ft.	\$ 6,200.00		
11.	841-20	Elev Water Stor TK #804	1	T	GA	25,000 GA	\$ 5,000.00		
12.	841-32	Water P Well & P Bldg #803	1	S	SF	240 Sq. Ft.	\$ 2,400.00		
						Total Sq. Ft. 9,030	Total: \$ 249,568.00		
						Total Ga. 25,000			
						Total AC: 7,195			

27. STATEMENT OF COMPLETION: The facilities listed hereon are in accordance with maps, drawings and specifications and change orders approved by the authorized representative of the using agency except for the deficiencies listed on the reverse side.	28. ACCEPTED BY (Signature) _____ DATE _____	
TRANSFERRED BY (SIGNATURE) _____ TITLE (Aera Engr./Base Engr./DPWO) _____	DATE: _____ TITLE (Post Engr. / Base Ch. Engr. / Navy Rep.) _____	29. PROPERTY VOUCHER NUMBER _____

30.

CONSTRUCTION DEFICIENCIES

31. REMARKS

List of Field Range Latrines: (This listed was provided by the COE and BLM.

4A63 6A5 4A43 TS11 TS11 4A21 4B75 4A13 4Q77 4A55 4B87 P5FP 4B65 4B25 4B70 4I35 4B68 4B32 4A16 4A50 4A66

4A62 4B28 4B16 4B11 4B55 4B25 4B67 4B63 4B46 4B69 DE13 4A19 4B36 4A28.

INSTRUCTIONS

This form has been designed and issued for use in connection with the transfer of military real property between the military departments and to or from other government agencies. It supercedes ENG Forms 290 and 290B (formerly used by the Army and Air Force) and NAVDOCKS Form 2317 (Formerly used by the Navy)

Existing instructions issued by the military departments relative to the prepar: of the three superseded forms are applicable to this form to the

extent that the various items and columns on the superseded forms have been retained. Additional instructions, as appropriate, will be promulgated by the military departments in connection with any new items appearing hereon.

With the issuance of this DD form, it is not intended that the departments shall revise and reprint manuals and directives simply to show the number of this DD form. Such action can be accomplished through the normal course of revision for other reasons.

STANDARD FORM 122 1974 GSA GENERAL SERVICES ADMINISTRATION FPMR (41 CFR) 101-22.306 FPMR (41 CFR) 101-23.715	TRANSFER ORDER EXCESS PERSONAL PROPERTY	1. ORDER NO. 2. DATE BRAC 777-94
---	--	--

3. TO: GENERAL SERVICES ADMINISTRATION	4. ORDERING AGENCY (Full name and address)
--	--

5. HOLDING AGENCY (Name and address) COMMANDER, FT. ORD ATTN: AFKZ-DL-SS-BRAC-PBO BILL REYNOLDS, PBO (408) 242-4254 FORT ORD, CA. 93941	6. SHIP TO (Consignee and destination) BUREAU OF LAND MANAGEMENT
---	---

7. LOCATION OF PROPERTY BLDG 812 FORT ORD, CA: 93941	8. SHIPPING INSTRUCTIONS
---	--------------------------

9. ORDERING AGENCY APPROVAL A. SIGNATURE B. DATE	10. APPROPRIATION SYMBOL AND TITLE
--	------------------------------------

C. TITLE	11. ALLOTMENT	12. GOVERNMENT B/L NO.
----------	---------------	------------------------

13. PROPERTY ORDERED

GSA AND HOLDING AGENCY NOS. (a)	ITEM NO. (b)	DESCRIPTION (Include noun name, FSC Group and Class, Condition Code and, if available, National Stock Number) (c)	UNIT (d)	QUANTITY (e)	ACQUISITION COST	
					UNIT (f)	TOTAL (g)
	25.	5130-01-R03-0857 DRILL REVERSE SN: 10369,10393	EA	2	107.25	214.50
	26.	5110-00-293-3410 DRILL PUSH	EA	1	24.24	24.24
	27.	4310-01-158-3262 COMP RYT P25OWDMH268 SN: 159011,159012	EA	2	17,638.00	35,276.00
	28.	5130-00-293-1849 DRILL 115V 25-60HZ SN: 81011258	EA	1	141.75	141.75
	29.	3413-00-165-4136 DRILLING MACH UPRIGHT SN: 7-890	EA	1	582.76	582.76
	30.	3805-01-150-4795 GRADER ROAD CAT 130G SN: FE518/7GB00449	EA	1	62,719.00	62,719.00
	31.	5120-00-250-9137 GUN, STAPLER	EA	6	12.13	72.78
	32.	4140-00-833-5068 FAN CIRC 2/PIECE CONST	EA	2	154.47	308.94
	33.	3415-00-517-7754 GRINDING MACH UTIL BN SN: W1283	EA	1	120.88	120.88
	34.	7125-00-680-2764 LOCK 18X24X78IN GRAY	EA	2	141.70	283.40
	35.	3805-01-150-4814 LDR SCP JICASE MW24C SN: 9157573	EA	1	58,890.00	58,890.00
	36.	6625-00-135-9865 LOCATOR CAB TS-3187/U SN: 79-82435	EA	1	798.80	798.80
	37.	7025-01-232-9323 MONITOR, COLOR ZENITH SN: 646-91410117	EA	1	340.21	340.21
	38.	7310-00-364-1196 OVEN ±20V 60HZ SN: 9111153448	EA	1	723.34	723.34
	39.	7310-00-364-1231 OVEN @\$)V 60HZ 1PH	EA	1	3,598.52	3,598.52

A. SIGNATURE 	B. TITLE THOMAS DeVILBISS, DIR, DOL	C. DATE 5-2-95
---	--	-------------------

FOR GSA USE ONLY	AGENCY AND LOCATION AGENCY STATE	FSC	CONDITION	SOURCE CODE	REC'D BY:
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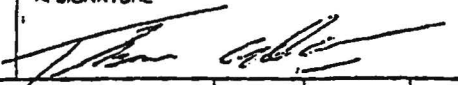
*Include ZIP Code

5122-1003

STANDARD FORM 122 JUNE 1974 GENERAL SERVICES ADMINISTRATION 41 CFR 101-32.206 FPMR 101-32.15		TRANSFER ORDER EXCESS PERSONAL PROPERTY		1. ORDER NO.
3. TO: GENERAL SERVICES ADMINISTRATION		4. ORDERING AGENCY (Full name and address)		
5. HOLDING AGENCY (Name and address) COMMANDER, FT. ORD ATTN: AFKZ-DL-SS-BRAC-PBO BILL REYNOLDS, PBO (408) 242-4254 FORT ORD, CA. 93941		6. SHIP TO (Consignee and destination) BUREAU OF LAND MANAGEMENT		
7. LOCATION OF PROPERTY BLDG 812 FORT ORD, CA: 93941		8. SHIPPING INSTRUCTIONS		
9. ORDERING AGENCY APPROVAL A. SIGNATURE B. DATE		10. APPROPRIATION SYMBOL AND TITLE		
C. TITLE		11. ALLOTMENT		12. GOVERNMENT B/L NO.

BRAC 171-94

13. PROPERTY ORDERED						
GSA AND HOLDING AGENCY NOS. (a)	ITEM NO. (b)	DESCRIPTION (Include noun name, FSC Group and Class, Condition Code and, if available, National Stock Number) (c)	UNIT (d)	QUANTITY (e)	ACQUISITION COST	
					UNIT (f)	TOTAL (g)
	40.	3540-01-Z91-8388 NAILER PNEUMATIC SN: 7K890055,7K890105	EA	2	568.62	1,137.24
	41.	7035-01-J02-3082 PRINTER ALPS SN: 6A60058959Y	EA	1	811.20	811.20
	42.	4110-00-879-5944 REFRIGERATOR, 14 CU FT SN: 13A68496	EA	1	379.95	379.95
	43.	5110-00-233-9713 RASP 2/4" RD	EA	4	6.57	26.28
	44.	3220-00-278-1244 SAW 110/220V 60HZ 1 PH SN: BL8252	EA	1	838.22	838.22
	45.	3220-00-853-0604 SAW 10IN BLD 110V60HZ SN: 87156356	EA	1	1,189.73	1,189.73
	46.	5130-00-089-3353 SAW CIRC ELEC 2 3/8IN	EA	2	116.98	233.96
	47.	5130-00-720-0654 SAW 3/4IN-1 IN STROKE SN: 1078	EA	1	173.50	173.50
	48.	2330-01-039-8095 STLR FB 34T M872 SN: NX04VM-1201	EA	1	18,176.00	18,176.00
	49.	2330-00-226-6080 STLR FUEL M131A5C SN: 1136	EA	1	15,064.00	15,064.00
	50.	7110-01-135-1979 STAND OFF MACHINE	EA	2	135.00	270.00
	51.	3540-01-Z91-8386 STAPLER PNEUMATIC SN: 8G920020,8G920068	EA	2	524.00	1,048.00
	52.	2320-00-317-6448 SEMI-TRAILER FLATBED SN:8712 MDL: 172A1,25TON LOW/BED	EA	1	17,000.00	17,000.00
	53.	3220-00-926-1061 SAW ELECTRIC SN: 82570653	EA	1	485.00	485.00
	54.	5110-00-293-3435 SAW, H-CROSSCUT	EA	2	7.72	14.44

A. SIGNATURE 		B. TITLE THOMAS DeVILBISS, DIR, DOL		C. DATE 5-2-95
AGENCY AND LOCATION		FSC	CONDITION	SOURCE CODE
AGENCY	STATE			
REC'D BY:				

include ZIP Code

5122-2003

STANDARD FORM 122 APR 1974 FEDERAL SERVICES REGISTRATION CFR 101-32.306 CFR 101-43.315	TRANSFER ORDER EXCESS PERSONAL PROPERTY	1. ORDER NO. 2. DATE BRAC 171-94
3. TO: GENERAL SERVICES ADMINISTRATION*		4. ORDERING AGENCY (Full name and address)*
5. HOLDING AGENCY (Name and address)* COMMANDER, FT. ORD ATTN: AFKZ-DL-SS-BRAC-PBO BILL REYNOLDS, PBO (408) 242-4254 FORT ORD, CA. 93941		6. SHIP TO (Consignee and destination)* BUREAU OF LAND MANAGEMENT
7. LOCATION OF PROPERTY BLDG 812 FORT ORD, CA: 93941		8. SHIPPING INSTRUCTIONS
9. ORDERING AGENCY APPROVAL A. SIGNATURE _____ B. DATE _____		10. APPROPRIATION SYMBOL AND TITLE
C. TITLE		11. ALLOTMENT
12. GOVERNMENT B/L NO.		

PROPERTY UNORDERED						
GSA AND HOLDING AGENCY NOS. (a)	ITEM NO. (b)	DESCRIPTION (Include noun name, FSC Group and Class, Condition Code and, if available, National Stock Number) (c)	UNIT (d)	QUANTITY (e)	ACQUISITION COST	
					UNIT (f)	TOTAL (g)
	55.	5130-01-291-8548 SAW CIRCULAR, SN: 002010	EA	1	243.00	243.00
	56.	3750-01-291-8378 SPRAYER, 50 GAL PCO SN: 15160	EA	1	2,800.00	2,800.00
	57.	3750-01-291-8084 SPRAYER, TRL MOUNTED SN: 7210,7211	EA	2	2,125.00	4,250.00
	58.	7125-00-558-0011 SHELVING STOR 4 SHELV	EA	11	136.15	1,497.65
	59.	5136-00-293-0460 THREAD CUTTER		2	71.03	142.06
	60.	2815-01-313-7832 TRACTOR CATERPILLAR SN: 61G1223	EA	1	79,457.00	79,457.00
	61.	3710-00-396-1034 TRACTOR DISC TOWED SN: 3188	EA	1	2,988.00	2,988.00
	62.	3710-00-P00-2152 PLOW, HARROW SN: 700-182C-221	EA	1	3,850.00	3,850.00
	63.	7110-00-143-0820 TABLE, OFF W/CENTER DR	EA	2	93.00	186.00
	64.	7110-01-135-1989 TABLE OFFICE W/CTR DR	EA	1	84.69	84.69
	65.	6625-01-R92-8778 VOLT AMPMETERS SN: 520122,520578	EA	2	113.00	226.00
	66.	2410-00-177-7284 TRCTR FT CAT D7F DV29 SN: 61G449	EA	1	172,896.00	172,896.00
	67.	2420-00-177-6869 TRCTR WHLD AGRIC 7300 SN: 9A350143 W/F/MOWER, SN: VT88128-74	EA	1	19,969.00	19,969.00
	68.	5120-00-449-8084 WRENCH ADJUSTABLE	EA	1	66.08	66.08
	69.	7045-01-257-6834 WORKSTATION TERMINAL	EA	1	243.49	243.49
	70.	7045-01-259-5254 WORKSTN BI-LEVEL BLK	EA	1	111.75	111.75
	71.	2320-01-090-9526 TRK TCTR 45000 GVW SN: 61724P	EA	1	49,804.00	49,804.00

A. SIGNATURE 	B. TITLE THOMAS DeVILBISS, DIR, DOL	C. DATE 5-2-95
------------------	--	-------------------

FOR GSA USE ONLY	AGENCY AND LOCATION	FSC	CONDITION	SOURCE CODE
	AGENCY STATE			

REC'D BY: _____

Include ZIP Code

5122-2003

STANDARD FORM 122 FEB 1974 GENERAL SERVICES ADMINISTRATION FEDERAL REGISTER 101-32,306 FPMR (41 CFR) 101-3.315	TRANSFER ORDER EXCESS PERSONAL PROPERTY	1. ORDER NO.
		2. DATE BRAC 177-94

3. TO: GENERAL SERVICES ADMINISTRATION*	4. ORDERING AGENCY (Full name and address)
---	--

5. HOLDING AGENCY (Name and address) COMMANDER, FT. ORD ATTN: AFKZ-DL-SS-BRAC-PBO BILL REYNOLDS, PBO (408) 242-4254 FORT ORD, CA. 93941	6. SHIP TO (Consignee and destination) BUREAU OF LAND MANAGEMENT
---	---

7. LOCATION OF PROPERTY BLDG 812 FORT ORD, CA. 93941	8. SHIPPING INSTRUCTIONS
---	--------------------------

9. ORDERING AGENCY APPROVAL		10. APPROPRIATION SYMBOL AND TITLE
A. SIGNATURE	B. DATE	

C. TITLE	11. ALLOTMENT	12. GOVERNMENT BAL. NO.
----------	---------------	-------------------------

13. PROPERTY ORDERED

GSA AND HOLDING AGENCY NOS. (a)	ITEM NO. (b)	DESCRIPTION (Include noun name, FSC Group and Class, Condition Code and, if available, National Stock Number) (c)	UNIT (d)	QUANTITY (e)	ACQUISITION COST	
					UNIT (f)	TOTAL (g)
	72.	5120-00-223-1951 VISE BENCH PIPE SB 5	EA	1	114.83	114.83
	73.	7105-00-269-9217 WARDROBE METAL GRAY	EA	2	301.61	603.22
	74.	5130-00-221-0607 WRENCH IMPACT 3/8 IN	EA	1	150.05	150.05
GRAND TOTAL FROM PAGES 1 OF 5 THRU 5 OF 5:						542,527.04/570,784.63

GSA APPROVAL	A. SIGNATURE	B. TITLE	C. DATE
		THOMAS DeVILBISS, DIR, DOL	5-2-95

FOR GSA USE ONLY	AGENCY AND LOCATION			FSC	CONDITION	SOURCE CODE	REC'D BY:
	AGENCY	STATE					

*Include ZIP Code

Site Map Depicting General Location of Wells and Borings

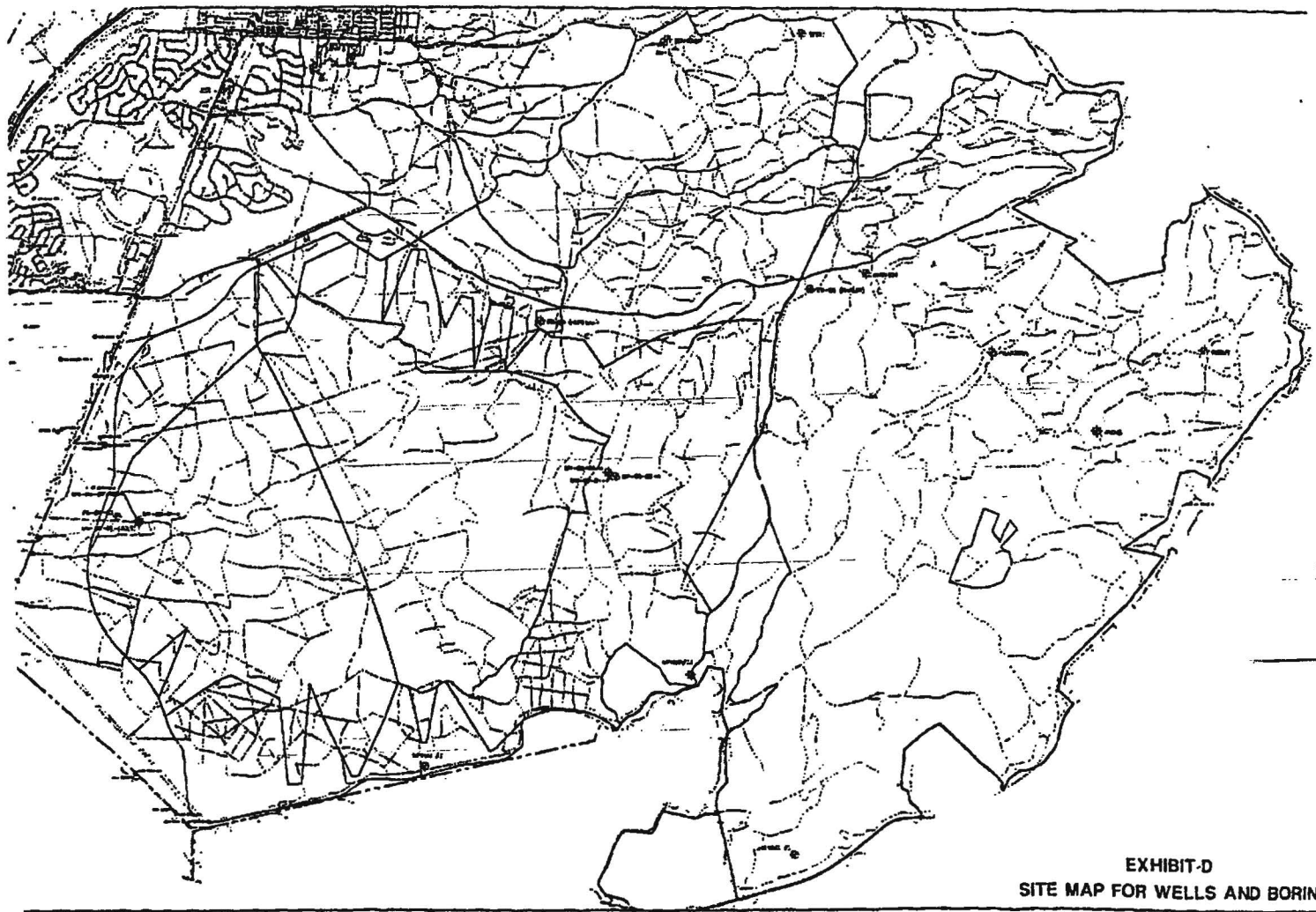


EXHIBIT-D
SITE MAP FOR WELLS AND BORING

Stokes Associates
/ Street, Suite 100
San Francisco, CA 94104

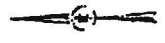
Maps Depicting Utility Lines Decommissioned and Retained

ELECTRIC/TELEPHOI

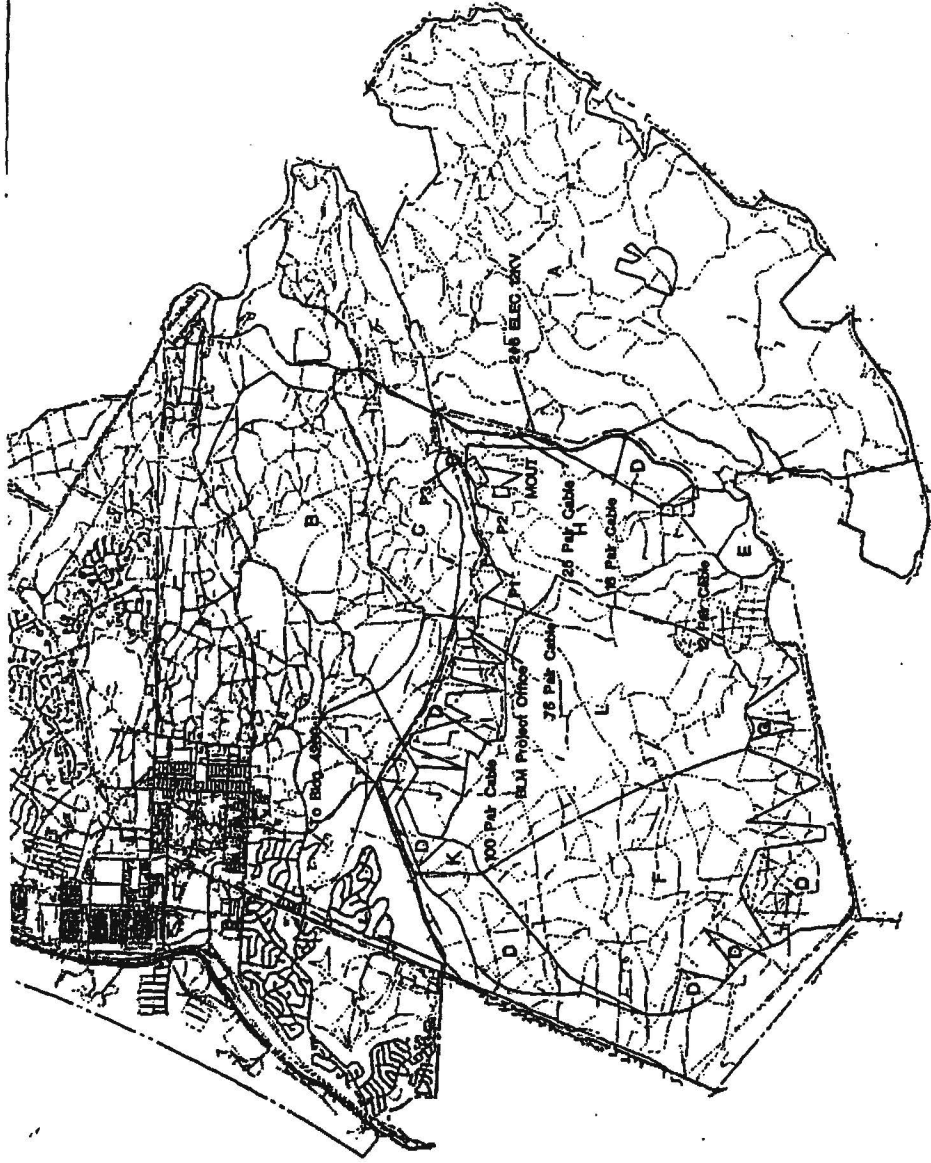
LEGEND

- Telephone
- Electric
- Roads
- Parcels
- Boundary
- Underground Tl
- Rear Pedestals

Note:
1. Telephone Underground Front
P1 - P2



MAP SCALE: T = 4000'



Jones & Slicker Associates

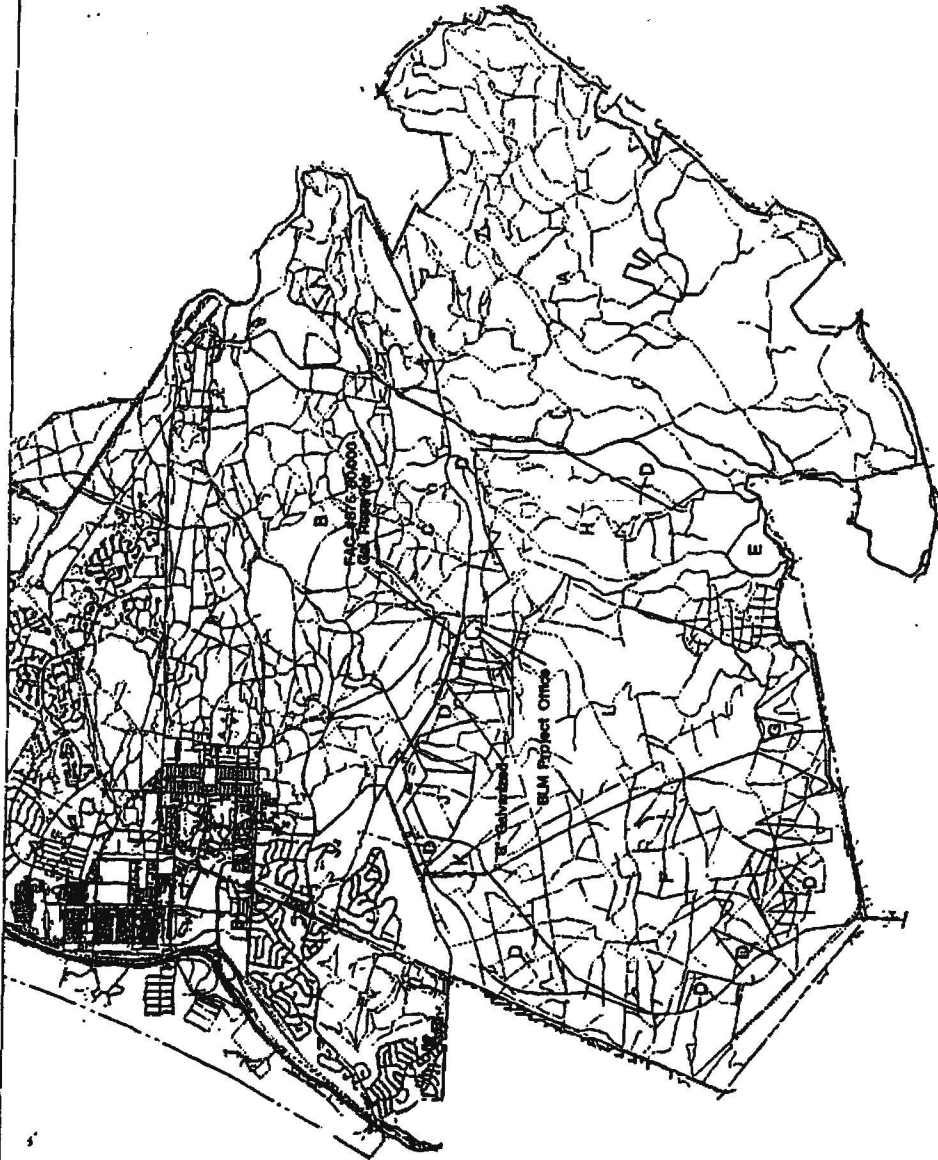
WATER

LEGEND

- Water
- Roads
- Parcels
- Boundary



MAP SCALE: 1" = 4000'



**Letter Supporting Non-transfer of a Portion of
Barloy Canyon Road**



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Hollister Resource Area
20 Hamilton Court
Hollister, California 95023-2535

August 15, 1995

1780
CA-019.50

Robert Taylor
Department of the Army
U.S. Army Engineer District, Sacramento
Corps of Engineers
1325 J Street
Sacramento, CA 95814-2922

Dear Bob:

This letter is submitted per Section 11 of the MOU between the U. S. Army and the USDI, BLM for transfer of former Fort Ord lands. This section of the MOU provides for transfer of roads and road surfaces to the BLM unless the BLM agrees to the transfer of some roads to other public entities.

Submitted for your information is a Statement of Concurrence between the BLM and the Monterey County Board of Supervisors regarding transfers of road surfaces and right-of-ways at Fort Ord. Please note that this agreement calls for the transfer of the portion of Barloy Canyon Road lying south of Eucalyptus Road to the Monterey County Parks Department, and transfer of the portion of Barloy Canyon Road lying north of Eucalyptus Road to Monterey County. As a signatory to this Statement of Concurrence, the BLM obviously concurs with the transfer of these road surfaces to Monterey County.

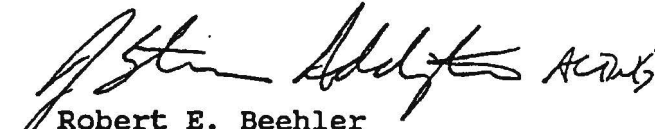
The portion of Barloy Canyon Road south of Eucalyptus has already been surveyed by the Monterey County Parks Department and should be transferred directly to that agency (20' on either side of the existing centerline).

The portion of the Barloy Canyon Road north of Eucalyptus Road has not been surveyed. Nick Nichols of the Monterey County Public Works Department (408-755-4815) has recently contacted us and indicated that Monterey County and the BLM could enter into an MOU that would provide for subsequent transfer of the road from BLM to Monterey County. Mr. Nichols is currently preparing a draft MOU for review by the BLM.

F

It is important to the BLM that all transfers are consistent with the above cited agreement between Monterey County and the BLM. If you have any questions regarding transfer of roads at Fort Ord, please contact Steve Addington the BLM's Fort Ord Project Office (408-394-8314).

Sincerely,


Robert E. Beehler
Area Manager

Attachments: MNT CO/BLM Statement of Concurrence (9/13/94)

cc: Nick Nichols, Monterey County Department of Public Works
Veronica Ferguson, Monterey County Office of Intergovernmental
Affairs

F

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

Agreement No. A-06666 --)
Approve the Statement of Concurrence)
Between the County of Monterey and the)
Bureau of Land Management (BLM) on the)
Future Use of Existing Fort Ord Roads;)
Authorize the Chairwoman to Sign . . .)

Upon motion of Supervisor Salinas, seconded by Supervisor Perkins, and carried, the Board hereby approves the following actions:

1. Agreement No. A-06666: Approves the Statement of Concurrence between the County of Monterey and the Bureau of Land Management on the future use of existing Fort Ord roads.
2. Authorizes the Board Chair to sign the Statement of Concurrence.

PASSED AND ADOPTED this 13th day of September, 1994, by the following vote, to-wit:

AYES: Supervisors Salinas, Shipnuck, Perkins, Johnsen and Karas.

NOES: None.

ABSENT: None.

94 OCT -6 PM 2:10

RECEIVED
U.S. DEPT. OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
HOLLISTER, CA 95023

I, ERNEST K. MORISHITA, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof at page of Minute Book 68, on September 13, 1994
Dated: September 13, 1994

ERNEST K. MORISHITA, Clerk of the Board
of Supervisors, County of Monterey,
State of California.

[Signature]

STATEMENT OF CONCURRENCE
ADOPTED BY THE MONTEREY COUNTY BOARD OF SUPERVISORS
AND THE BUREAU OF LAND MANAGEMENT, U. S. D. I.

The purpose of this Statement of Concurrence is to establish a mutually agreeable set of conditions to accommodate the conveyance by the U.S. Army to Monterey County for park purposes, portions of South Boundary Road, Barloy Canyon Road and Watkins Gate Roads, as shown on the attached map, hereinafter referred to as Exhibit "A". Said roads lead through and are adjacent to land intended for conveyance to the Bureau of Land Management within Fort Ord. Additional conditions are set forth which address use and maintenance of designated roads required for Laguna Seca Recreation Area racing and special event programs.

This Statement is intended to establish that the Monterey County Board of Supervisors and the Bureau of Land Management are in agreement regarding the future use of said roads.

THE BUREAU OF LAND MANAGEMENT AND MONTEREY COUNTY MUTUALLY AGREE:

I. As to the Bureau of Land Management.

- A. The Bureau of Land Management agrees to support the County's Public Discount Program conveyance request to the U.S. Army for the acquisition in fee title for the following parcels and roadways:

Parcel 1	Fort Ord Travel Camp/Youth Camp
Parcel 2	Wolf Hill Parking Area
Parcel 3	Lookout Ridge Parking Area
Parcel 4	Oil Well Road Parking Area
Parcel 5	Fort Ord Open Space Lands
	South Boundary Road
	Barloy Canyon Road
	Watkins Gate Road

- B. The Bureau of Land Management acknowledges that the portion of South Boundary Road, from York Road extension (Eight Mile Gate Road) to Barloy Canyon Road and the portion of Barloy Canyon Road, from South Boundary Road to Eucalyptus Road, will be closed to the public except during scheduled road races and special events at Laguna Seca Recreation Area.
- C. The Bureau of Land Management acknowledges that paved Fort Ord roads initially acquired by the County to provide access for special events at Laguna Seca Recreation Area indicated on Exhibit "A" as item B and that portion of Barloy Canyon Road within the area of BLM responsibility will be conveyed as a forty (40) foot public road right-of-way width or twenty (20) feet on each side of the existing road centerline. The Bureau of Land Management agrees to support the transfer of the full sixty (60) foot road right-of-way width, or thirty (30) feet on each side of the existing centerline, at such time as necessary for road improvements or public access purposes.

The Bureau of Land Management acknowledges that the roads described herein may, at the discretion of the County of Monterey, be improved, maintained and opened as public roads in the future.

- D. The Bureau of Land Management agrees to monitor and patrol Barloy Canyon Road (non-public access portion) for non-vehicular public use as it relates to the Bureau of Land Management area of responsibility. The Bureau of Land Management agrees to assume liability for such public access over Barloy Canyon Road resulting from public ingress and egress of Bureau of Land Management property.
- E. The Bureau of Land Management agrees to maintain, in cooperation with the County Parks Department, a suitable gate at, or near, the intersection of Barloy Canyon and Eucalyptus Roads leading to Laguna Seca Recreation Area. The purpose of this gate is to restrict public vehicular access across said road.
- F. The Bureau of Land Management agrees to grant a right-of-way to the County of Monterey for purposes of public vehicular access over roads designated on Exhibit "A" as item "C" for scheduled road races and special events at Laguna Seca Recreation Area.
- G. The Bureau of Land Management agrees to hold harmless the County of Monterey for resource damage resulting from unauthorized off-road vehicle use during scheduled road races and special events at Laguna Seca Recreation Area, subject to the temporary installation of vehicular barriers, signs and/or other appropriate safety measures agreed to by the County under Section II, Item E.
- H. The Bureau of Land Management agrees to monitor and patrol public recreational trail uses over the Oil Well Road parcel. The Bureau of Land Management also agrees to enforce applicable state and federal statutes and County Codes on the Oil Well Road parcel when not being used for scheduled road race and special event parking purposes upon execution of an agreement pursuant to Penal Code Section 832.

II. As to the County:

- A. The County of Monterey agrees to be responsible for annual road maintenance over those portions of South Boundary Road, Barloy Canyon Road and Watkins Gate Road acquired in fee title from the U.S. Army for park purposes.
- B. The County of Monterey agrees to grant a right-of-way to the Bureau of Land Management over roads on Fort Ord conveyed in fee to the County of Monterey for patrol and access purposes to Bureau of Land Management properties.
- C. The County of Monterey agrees to maintain roads designated on Exhibit "A" as item "C" consistent with the frequency, level and duration of vehicular use for scheduled road racing and special events at Laguna Seca Recreation Area. County road maintenance responsibilities, in cooperation with the Bureau of Land Management, include but are not limited to, minor grading, brush and tree limb removal and drainage maintenance.
- D. The County of Monterey agrees to compensate the Bureau of Land Management, on a one time basis, either an amount not to exceed \$2,000 or materials required to install vehicular barriers, signs and/or other appropriate safety measures on roads used by the county during scheduled road racing and special events at Laguna Seca Recreation Area.
- E. The County of Monterey agrees to allow public access over any existing or future designated trails through the Oil

Well Road parcel.

- F. The County of Monterey agrees to include the Bureau of Land Management as a participant in the review and implementation of the Monterey County Parks Department Special Event Plan process for the Laguna Seca Recreation Area.
- G. The County of Monterey acknowledges the need to protect, by the most appropriate means, the integrity of adjacent Bureau of Land Management property from unauthorized public access resulting from any future development or expanded uses of properties acquired from the U.S. Army for park purposes and will cooperate with BLM in those efforts.

SIGNED:

Bob Beehler
Bob Beehler, Area Manager
BUREAU OF LAND MANAGEMENT

Barbara Shipnuck
Barbara Shipnuck, Chair
MONTEREY COUNTY BOARD OF SUPERVISORS

Date: 9/6/94

Date: September 13, 1994

qa\2_blm-co.agr

FORT ORD AND VICINITY

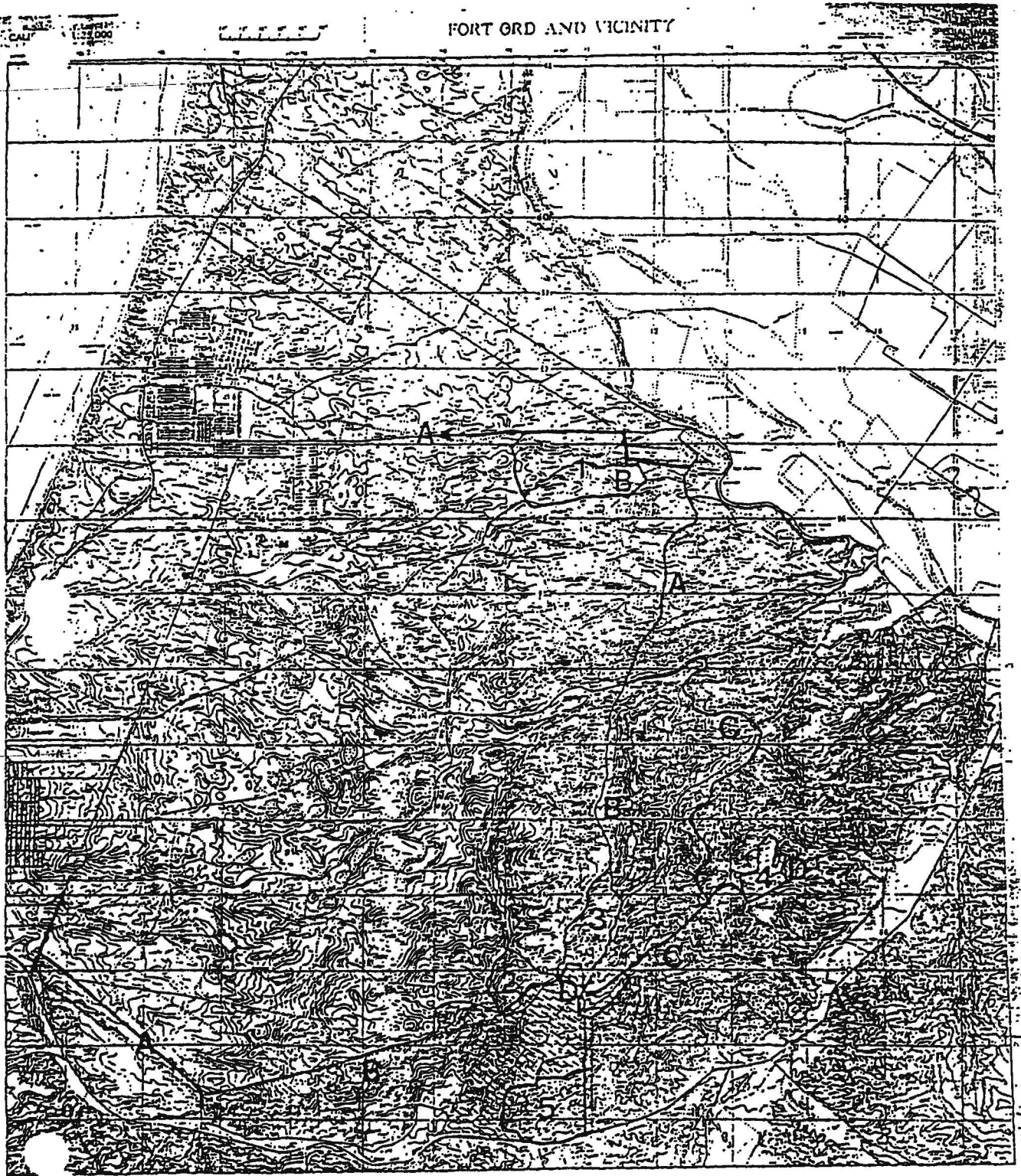


EXHIBIT "A"

A Paved Roads Acquired by County
For Public R/W Use - 60 Ft. R/W Width

B Paved Roads Acquired By County For
Non-Public R/W Use - 40 Ft. R/W Width

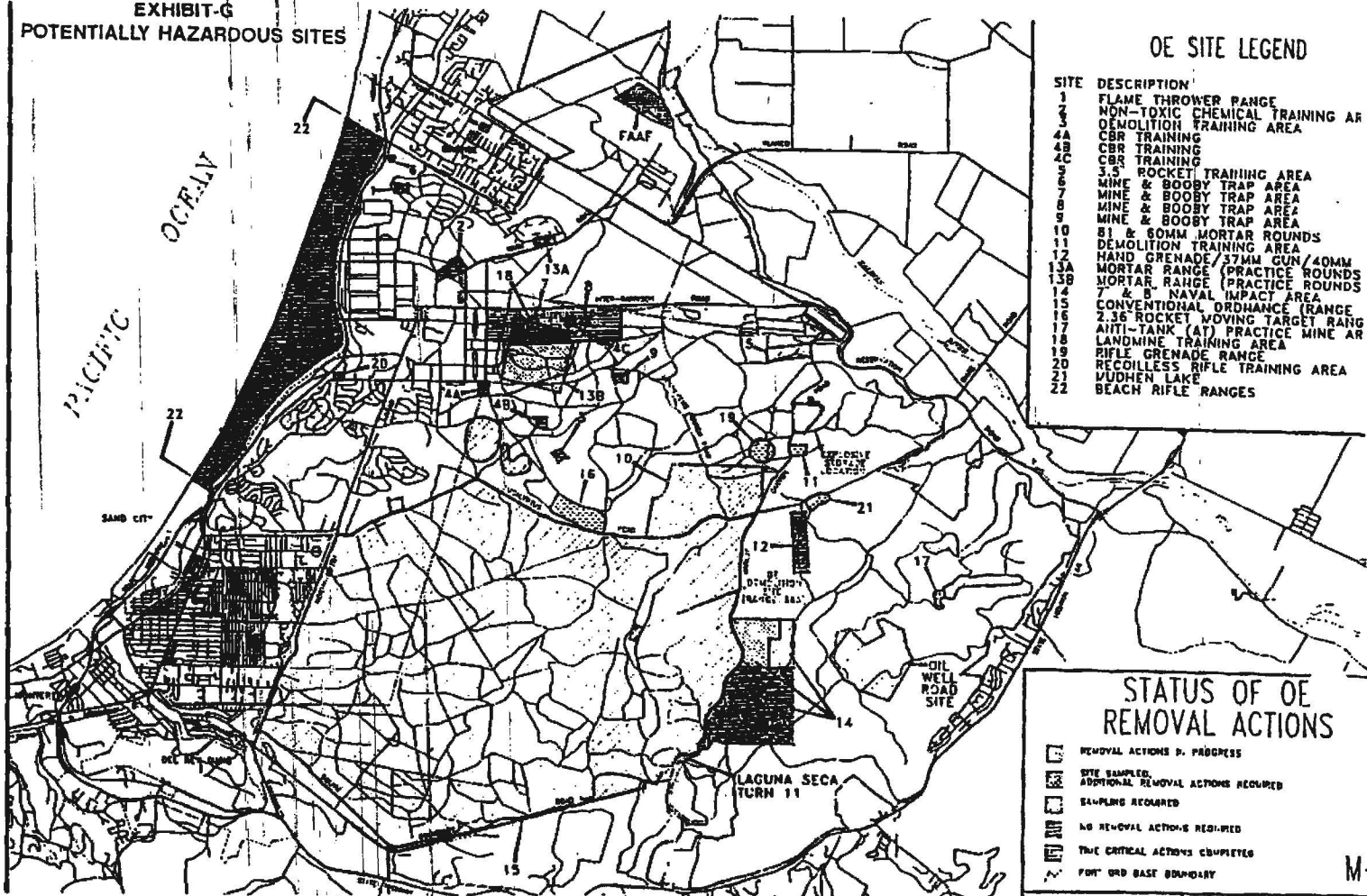
C R/W Access Given County Over BLM Property
During Major Race and Special Events at
Laguna Seca

D R/W Access Given BLM Over County Park Lands
For Access and Patrol Purposes

1 County Parklands Acquisition Proposal

Potentially Hazardous Sites

EXHIBIT-G
POTENTIALLY HAZARDOUS SITES



OE SITE LEGEND

SITE	DESCRIPTION
1	FLAME THROWER RANGE
2	NON-TOXIC CHEMICAL TRAINING AREA
3	DEMOLITION TRAINING AREA
4A	CBR TRAINING
4B	CBR TRAINING
4C	CBR TRAINING
5	3.5" ROCKET TRAINING AREA
6	MINE & BOOBY TRAP AREA
7	MINE & BOOBY TRAP AREA
8	MINE & BOOBY TRAP AREA
9	MINE & BOOBY TRAP AREA
10	81 & 60MM MORTAR ROUNDS
11	DEMOLITION TRAINING AREA
12	HAND GRENADE/37MM GUN/40MM
13A	MORTAR RANGE (PRACTICE ROUNDS)
13B	MORTAR RANGE (PRACTICE ROUNDS)
14	7 & 8 NAVAL IMPACT AREA
15	CONVENTIONAL ORDNANCE (RANGE)
16	2.36" ROCKET MOVING TARGET RANGE
17	AIR-TANK (AT) PRACTICE MINE AREA
18	LANDMINE TRAINING AREA
19	RIFLE GRENADE RANGE
20	RECOILLESS RIFLE TRAINING AREA
21	MUDHEN LAKE
22	BEACH RIFLE RANGES

STATUS OF OE
REMOVAL ACTIONS

- REMOVAL ACTIONS IN PROGRESS
- SITE SAMPLED, ADDITIONAL REMOVAL ACTIONS REQUIRED
- SAMPLING REQUIRED
- NO REMOVAL ACTIONS REQUIRED
- THE CRITICAL ACTIONS COMPLETED
- FORT ORD BASE BOUNDARY

M-

Exhibit H

**Programmatic Agreement Concerning
Historic Preservation**

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PROGRAMMATIC AGREEMENT
AMONG
THE DEPARTMENT OF THE ARMY
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
AND THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER
REGARDING
BASE CLOSURE AND REALIGNMENT ACTIONS AT
FORT ORD, CALIFORNIA

WHEREAS, the Department of the Army (Army) has determined that the closure, interim lease, and transfer of certain portions of Fort Ord, California under the authority of the Defense Base Closure and Realignment Act of 1990 (P.L. 101-510), commonly known as BRAC 91, may have an effect on properties eligible for inclusion in the National Register of Historic Places (historic properties); and

WHEREAS, the Army has consulted with the Advisory Council on Historic Preservation (Council) and the California State Historic Preservation Officer (SHPO) pursuant to 36 Code of Federal Regulations Part 800.13 of the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f) and Section 110 (16 U.S.C. 470h-2) of the same Act; and

WHEREAS, the Area of Potential Effect (APE) for this undertaking is understood to be those lands within the contiguous boundaries of Fort Ord; and

WHEREAS, the terms of this agreement are to apply to those Fort Ord lands that are being disposed of as part of the BRAC 91 action; and

WHEREAS, the Army in consultation with the SHPO has designed and completed a Phase I Archeological Survey for prehistoric sites on land to be transferred out of Federal ownership and located no historic properties; and

WHEREAS, the Army, in accordance with the provisions of a Programmatic Memorandum of Agreement among the United States Department of Defense, the Advisory Council on Historic Preservation and the National Conference of State Historic Preservation Officers regarding the Demolition of World War II Temporary Buildings, effective June 7, 1986, as amended, has completed all mitigation required prior to the transfer of World War II temporary buildings (1939-1946); and

WHEREAS, the definitions for Archeological Survey, notice/notification, Archeologist, Architectural Historian and Historic Architect given in Appendix A are applicable throughout this Programmatic Agreement; and

WHEREAS, interested members of the public and Native Americans have been provided an opportunity to comment on the effects BRAC 91 may have on historic properties at Fort Ord.

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NOW, THEREFORE, the Army, the Council and the SHPO, agree that the BRAC 91 closure, lease, and transfer of certain portions of Fort Ord shall be administered in accordance with the following stipulations in order to satisfy the Army's Section 106 and 110 responsibilities for all individual undertakings included in this Programmatic Agreement.

STIPULATIONS

The Army will ensure that the following measures are carried out.

I. IDENTIFICATION AND EVALUATION of HISTORIC PROPERTIES:

The Army will provide the SHPO with recommendations of National Register eligibility for properties within the APE on lands that will be transferred out of Federal ownership. Based upon the information obtained from testing and evaluation, the Army will determine, in consultation with the SHPO, the eligibility of the properties for inclusion in the National Register in accordance with 36 CFR 800.4(c). If the Army and the SHPO fail to agree upon the National Register eligibility of the property, the Army will obtain a determination from the Secretary of the Interior pursuant to ~~36 CFR 800.4 (c)(4)~~.

II. TRANSFER OR INTERIM LEASE OF REAL PROPERTY AND IMPROVEMENTS THAT DO NOT INCLUDE HISTORIC PROPERTIES:

The Army will transfer and/or lease real property and improvements that do not include historic properties identified under Stipulation I, above, without further action under this Agreement.

III. TRANSFER OF REAL PROPERTY AND IMPROVEMENTS BY THE ARMY TO ANOTHER FEDERAL AGENCY THAT WILL ASSUME LAND MANAGEMENT RESPONSIBILITIES:

The Army will provide notification to the signatories of this agreement within forty-five (45) calendar days after the transfer of Fort Ord real property to Federal agencies that plan to assume land management responsibilities and use the land for purposes no more likely to adversely affect historic properties than those for which the lands were used by the Army prior to BRAC 91.

IV. TRANSFER OF HISTORIC PROPERTIES IDENTIFIED UNDER STIPULATION I:

A. Transfer to Another Federal Agency for Subsequent Transfer to Non-Federal Entities Under Federal Surplus Property Programs:

1. Transfer Under the Surplus Property Program for Historic Monuments: The Army will notify the signatories of this

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agreement within forty-five (45) calendar days after the transfer of historic properties under the provisions of An Act to Facilitate the Preservation of Historic Monuments and Other Purposes (86 Stat. 503, 40 U.S.C. 484(k)(3) & (k)(4)), August 4, 1972, as amended, which require the preservation of those properties as Historic Monuments.

2. Transfer Under All Other Surplus Property Programs:
With the exceptions noted in Stipulation V, separate preservation covenants enforceable under California State law and/or Federal Case law, if applicable, for each historic property will be developed jointly by the signatories to this agreement and attached to the transfer documents prior to the transfer of that property by the Army. The covenants will be enforced by the Federal Agency administering the surplus property program (sponsoring agency), the California State Office of Historic Preservation, or another entity acceptable to all the signatories of this agreement. If the sponsoring agency transfers the property without modifying the covenant(s) drafted by the signatories to this agreement and registers the deed in the proper office(s) in accordance with state and local law, no further actions under Section 110 or 106 of the National Historic Preservation Act will be required prior to transfer of the property. If the sponsoring agency proposes to modify the covenants, the proposed modifications will be considered a separate undertaking and the sponsoring agency shall comply with 36 CFR Part 800.4.

B. Transfer by the Army to Non-Federal Entities:
With the Exceptions noted in Stipulations IV and V., separate preservation covenants enforceable under California State law and/or Federal Case law, if applicable, for each historic property identified under Stipulation I, above, will be developed jointly by the signatories to this agreement and attached to the deed prior to the transfer of that parcel by the Army and the deed will be registered in the proper office (s) in accordance with state and local law. The covenant(s) will be enforced by the California State Office of Historic Preservation or another entity acceptable to all of the signatories of this agreement. The Army will make every reasonable effort to configure the boundaries of parcels that include historic properties in accordance with the purposes of the covenants.

V. TRANSFER WITHOUT MANAGEMENT COVENANTS:

The Army will make a good faith effort to transfer each historic property with a preservation covenant. If such efforts fail and following consultation between the parties to this agreement, the properties may be transferred without a preservation covenant.

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VI. LEASE OF HISTORIC PROPERTIES:

If the Army determines that the lease of real property that includes historic properties identified in Stipulation I, is required, the Army will, in consultation with the SHPO and the Council, develop and include clauses in the lease that require the management of the identified historic property or properties.

The Army or other entity acceptable to all parties to this agreement will enforce the lease. If agreement on the provisions of a lease cannot be reached, the Army will treat that lease as a separate undertaking and comply with 36 CFR Part 800.5 prior to leasing the parcel in question.

VII. ENVIRONMENTAL TESTING AND CLEANUP:

A. With the exception of Archeological and Architectural Monitoring stipulated in paragraph VII.C., the Army will proceed with environmental testing and cleanup, to include the disposal of unexploded ordnance, without further consultation under this Agreement.

B. Prior to initiating testing, cleanup, or unexploded ordnance disposal, the work crew(s) will be made aware of the potential for currently unlocated archaeological sites.

C. When the Army determines that archeological monitoring of an environmental cleanup site will not pose a risk to human health or safety, all ground disturbing activities inside National Register eligible sites, previously identified unevaluated sites, and sites discovered during the course of the work will be monitored by an archeologist. In the event that an archeological site(s) is located, a reasonable effort will be made to avoid or reduce adverse effects on the site(s). When testing and cleanup has the potential to affect historic building materials, the Army will ensure that the work plans and specifications are reviewed by an Historic Architect or Architectural Historian and consider their recommendations to avoid or reduce adverse effects on the historic materials. The Army will provide the SHPO and the Council with copies of a report(s) documenting these actions within ninety (90) calendar days after monitoring at each property is completed.

D. If, during the process of conducting environmental testing and cleanup and/or disposal of unexploded ordnance, a previously unidentified archeological site is discovered, the Army will, after the cleanup/disposal is complete but prior to the transfer from Federal ownership, evaluate the site and consult with the SHPO to determine if it is eligible for inclusion in the National Register.

E. If Native American cultural items, as defined in Section 2(3) of the Native American Graves Protection and Repatriation Act (NAGPRA) are encountered during the process of conducting

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environmental testing and cleanup and/or disposal of unexploded ordnance, these activities will cease in the immediate vicinity of the discovery and the procedures in NAGPRA Section 3(d) will be followed. Headquarters Department of the Army (Army Environmental Center) and relevant Native American groups will be notified of the discovery.

VIII. HISTORIC RECORDS:

A. All maps, drawings, prints, studies, and other written documentation that relate to Fort Ord historic properties and are currently located at the Fort Ord Directorate of Public Works and Public Affairs Offices, or are produced by the Army in connection with the implementation of this Agreement, will be transferred to, and retained by, the Presidio of Monterey Command Historian. An inventory of documents transferred under this stipulation will be provided to the SHPO, the U.S. Army Center for Military History, the Monterey County Public Library System, the Monterey County Historical Society and the Monterey History and Art Association.

B. All materials and records resulting from archeological survey/data recovery conducted during the implementation of this Agreement shall be curated in accordance with 36 CFR Part 79, except for those items transferred pursuant to the Native American Graves Protection and Repatriation Act (25 U.S.C. 3002(c)).

IX. ANNUAL REPORT:

The Army will prepare an annual report first due on April 30, 1995 on its implementation of this Programmatic Agreement and last due ninety (90) days after this implementation is complete. The report will be provided concurrently to the SHPO and the Council for review, comment, and consultation as needed. The annual report shall include information on the undertakings implemented under this Agreement. If the Council and/or the SHPO do not object within thirty (30) days of receiving such report, it will be assumed that they concur with the implementation of this Agreement.

X. DISPUTE RESOLUTION:

Should the SHPO and/or Council object in writing within twenty (20) calendar days to any actions, plans, specifications, or reports provided for review pursuant to this PA, the Army shall consult with the objecting party or parties to resolve the objection; if it cannot be resolved, the Army shall forward relevant documentation, the Council will either:

1. Inform the Army that the Council intends to comment pursuant to 36 CFR 800.6(b), or

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2. Provide the Army with recommendations that the Army shall take into account prior to a final decision

The Army's responsibility to carry out all actions under this agreement that are not subjects of the dispute will remain unchanged.

XI. SHPO/COUNCIL MONITORING AND REVIEW:

The Council and SHPO may review activities carried out pursuant to this agreement and will review such activities if so requested. The Army will cooperate with the Council and SHPO in carrying out their monitoring and review responsibilities.

XII. PUBLIC OBJECTION:

At any time during implementation of the measures stipulated in this Agreement, should an objection to any such measure or its manner of implementation be raised by any member of the public, the Army shall take the objection into account and consult as needed with the objecting party, the Council and SHPO to resolve the objection.

XIII. AMENDMENTS:

Any party to this agreement may request that it be amended, whereupon the parties will consult in accordance with 36 CFR Part 800.13 to consider such an amendment. No amendment to this agreement shall be effective until it has been executed by all consulting parties.

XIV. TERMINATION:

Any party to this Agreement may terminate it by providing thirty (30) days notice to the other parties, provided the parties consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, the Army will comply with 36 CFR Part 800.4 through 800.6 with regard to individual undertakings covered by this Agreement.

XV. FAILURE TO EXECUTE THIS AGREEMENT: In the event the Army does not carry out the terms of this Programmatic Agreement, the Army will comply with 36 CFR 800.4 through 800.6 with regard to individual undertakings covered by this agreement.

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APPENDIX A

DEFINITIONS OF TERMS USED IN THIS AGREEMENT

In addition to the terms defined here, and unless otherwise indicated, all definitions given in 36 CFR Part 800.2 will be accepted for the purpose of this Agreement.

1. Archeological Survey: Systematic identification of surface or subsurface evidence of a significant event, a prehistoric or historic occupation or activity, or a building or structure, whether standing, ruined, or vanished, where the location itself possesses historic, cultural, or archeological value regardless of the value of any existing structure.

2. Notice/Notification: Includes, as appropriate, a map, a legal description of the property transferred, a description of the intended use of the land, a letter from the receiving Federal agency stating that it will carry out the requirements of Section 110(a)(2) of the National Historic Preservation Act on the lands it receives, a list of historic properties transferred, the name and address of the entity to whom the property has been transferred, or the name and address of the Entity responsible for enforcement of preservation covenants.

3. Archeologist/Architectural Historian/Historic Architect: A professional who meets the minimum standards listed in Archeology and Historic Preservation, Secretary of Interior's Standards and Guidelines (Federal Register Vol. 48, No. 190 pp 44717 - 44742) in the appropriate field.

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Execution and Implementation of this Programmatic Agreement evidences that the Army has satisfied its Sections 106 and 110 responsibilities for all individual undertakings of the Base Closure and Realignment of Fort Ord.

FORT ORD, CALIFORNIA

By: 

THOMAS F. ELLZEY, JR., COL, AM, COMMANDING

Date: 18 April 1994

DEPARTMENT OF THE ARMY

By: 

JOHN H. LITTLE, MAJOR GENERAL, USA,
ASSISTANT CHIEF OF STAFF FOR INSTALLATION
MANAGEMENT

Date: 3 May 94

CALIFORNIA STATE HISTORIC PRESERVATION OFFICER

By: 

Date: April 19, 1994

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: 

Date: 5/5/94

SECRET

**LETTER OF TRANSFER
A PORTION OF FORMER FORT ORD, CALIFORNIA**

FROM: Department of the Army

TO: The Department of Interior, Bureau of Land Management

By these presents, I, Togo D. West, Jr., Secretary of the Army, do hereby transfer to the Department of Interior, all jurisdiction and control of a portion of the real property, interests, rights, leases, easements, and appurtenances at the former military installation known as Fort Ord, California, involving approximately 7,204 acres, to be used, operated, maintained, and funded by the Bureau of Land Management. This first phase of transfer includes the Range Control Compound and parcels A and B as depicted at Exhibit A. Future transfers involving approximately 6,891 acres, are subject to Army's completion of environmental analysis and remedial actions in accordance with applicable Federal, State, and local laws, statute, and regulations. A map depicting the configuration of current and future property transfers is at Exhibit A.

Article 1 - Authority: This transfer is a Congressionally authorized action, governed by Public Law 101-510, which authorizes closure of former Fort Ord, and 41 Code of Federal Regulations Chapter 101-47.203-7 (f) (2) (ii) (B), that provides a means for requesting waiver of regulations promulgated by the Office of Management and Budget, for which requires reimbursement based on fair market value of property transferred between Federal Agencies. A waiver as granted by the Office of Management and Budget is at Exhibit B. This transfer is also subject to compliance with the Memorandum of Understanding between Army and Bureau of Land Management, dated March 22, 1995; a jointly developed Site Use Management Plan; and Base Wide Habitat Management Plan.

Article 2 - Legal Description of Property: The Bureau of Land Management agrees to complete a legal survey of the subject property, ensuring (its) recordation with the County of Monterey California, and providing the Sacramento District, Army Corps of Engineers with a certified copy of such document within six (6) months of the date of this transfer.

Article 3 - Possession, Accountability, and Transfer of Necessary Papers: A complete listing of real property and personal property, which is hereby transferred, and which BLM also accepts, is shown at Exhibit C. Other necessary and pertinent papers will be transferred from Army to the Bureau of Land Management as soon as practical, upon execution of this transfer instrument. Army will be responsible for providing fire suppression capability and services, until such time as the fire season for 1995 is ended as declared by San Benito Monterey Ranger Unit, Region 4, California Department of Forestry, after which, Bureau of Land Management agrees to take jurisdiction and responsibility for providing fire suppression services at its own expense.

Article 4 - Encumbrances, Reservations, and Restrictions: There are numerous water supply wells, test wells, or holes, monitoring wells, observation wells, extraction wells and other type wells located on the Property or adjacent to the Property. There is at least one well on the site, which is wholly owned and operated by the Monterey Peninsula Water Management District. The Army retains the rights to use the wells and borings, and may later close or destroy the wells in accordance with applicable laws and regulations. Each well must be protected from damage and development until they are no longer needed and can be destroyed. No grading, development, or other such type operations that could damage the wells can occur within a fifteen (15) foot radius of each well. Neither the Army nor Bureau of Land Management will be responsible for replacement or upgrade of any well or boring. A map showing the general location of wells or borings is at Exhibit D.

a. Decommissioned utility lines shall be abandoned in place, and become the property and responsibility of the Bureau of Land Management. Utility maps at Exhibit E, depict the general location of utility systems for which Army shall retain sole ownership.

b. Army intends to transfer utility infrastructure (gas, electric, telephone, water, and sewer), together with easements, to non-BLM Parties.

c. All roads within the subject property, except for that portion of Barloy Canyon Road lying south of Eucalyptus Road, are included and made part of this transfer. Bureau of Land Management's letter at Exhibit F, supports non-transfer of the subject portion of Barloy Canyon Road, lying south of Eucalyptus Road. Army reserves the right to provide the California Department of Transportation (CALTRANS), with a 1,000 foot wide easment for the future realignment of highway 68, which is currently planned to traverse the southern boundary of the footprint scheduled to transfer to BLM. The Corral De Tierra parcel, located adjacent to the southeastern border of the BLM footprint, will transfer fee simple to CALTRANS, and therefore is not part of this or subsequent transfers. A copy of the subject easment has been provided to CALTRANS and BLM.

d. Bureau of Land Management should discourage public access to potentially hazardous areas as outlined on maps at Exhibit G, and take appropriate action to avoid digging of earth or conducting other earth moving/disturbing activities, until such time that they are declared by Army to be safe.

e. While Bureau of Land Management will be responsible for regulating public access and use of all transferred property, Army will continue providing security for adjacent lands remaining in Army control, until such time that another party accepts jurisdictional responsibility.

f. Army reserves the right to enter the subject property for the purpose of conducting environmental assessments, surveys, and to perform environmental clean-up actions, as necessary.

Article 5 - Buildings, Improvements, and Related Personal Property: The structures, and buildings on the subject property are transferred in an "as is and where is" condition, without any representation, warrantee, or guaranty by the Army as to quantity, quality, character, condition, size, kind, or that the same is in condition or fit to be used for the purpose as may be intended. The Army assumes no liability for damages, personal injury, illness, disability, or death, to any individual, including members of the general public, arising from or incident to any activity causing or leading to contact of any kind whatsoever with asbestos, or lead-based paint, or any other potentially hazardous materials, which may result after Army completes its obligation under applicable laws and regulations governing environmental remediation.

Article 6 - Historic Preservation: It has been determined that there were no indications of significant cultural artifacts, historic places, or prehistoric archeological sites found to exist within the subject property. Moreover, transfer of the subject property has no known impact on archeological sites that may be eligible for the National Register. Supporting documentation is shown at Exhibit H.

Letter of Transfer - Former Fort Ord

NOW, THEREFORE, in consideration of the foregoing premises, I hereby approve and deliver this letter of Transfer and cause all jurisdiction and control of the real property, interests, rights, leases, easements, and appurtenances enumerated herein to be transferred to the Department of Interior on behalf of Bureau of Land Management, for its use.

DATED THIS _____ day of _____, 1995.

DEPARTMENT OF THE ARMY

Togo D. West, Jr.
Secretary of the Army

The transfer of the above-mentioned Jurisdiction and control of the real property, interests, rights, leases, easements, and appurtenances is hereby accepted by the Department of the Interior in behalf of Bureau of Land Management.

DATED THIS _____ day of _____, 1995.

DEPARTMENT OF INTERIOR

Bruce Babbitt.
Secretary of the Interior

**Letter from Bureau of Land Management
Requesting Transfer of Property**



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Hollister Resource Area
20 Hamilton Court
Hollister, California 95023-2535



IN REPLY REFER TO:

CA-019.7
2200

JAN 14 1994

Ken Fox
Chief Base Closure Section
Corps of Engineers, Sacramento District
Attn: CESPCK-RE-MC
1325 J Street
Sacramento, CA 95814-2922

Dear Ken:

Enclosed is a map titled "BLM Acquisition at Fort Ord, November 1993" which shows the revised Bureau of Land Management screening request for Fort Ord lands. This revised request reflects the continuing negotiations and coordination the BLM has been conducting with Monterey County and with the Fort Ord Reuse Group (FORG). This revised request is generally consistent with the FORG reuse plan and the Fort Ord ROD. Our updated acreage figure for this request, as computed by our GIS system, is a total of 15,0086.58 acres (7,205.54 acres inside the Impact Area and 7,881.04 outside the Impact Area).

This request includes the Range Control compound located near the intersection of Eucalyptus and Parker Flats roads (buildings 812 & T-814), and the MOUT urban warfare training facility near the intersection of Eucalyptus and Barloy Canyon roads. Our original screening request included Building 38 in the East Garrison area. We have now determined that the Range Control compound will provide sufficient buildings for administration of the new public lands at Fort Ord. The BLM therefore is dropping its screening request for Building 38.

As previously noted in our Draft MOU submitted for your review in October 1993, the BLM is also requesting the Army to reserve for the BLM an exclusive easement on the following roads: Barloy Canyon Road, Watkins Gate Road, Eucalyptus Road, Chapel Hill Road, and any other road segment necessary to link Chapel Hill Road with Reservation Road. These easements are needed to assure that the BLM and the public will have adequate access to lands remaining in federal ownership.

To assure that continuing federal interests are adequately protected, the BLM is requesting that the Army consult with the BLM prior to completing transfer documents for parcels adjacent to lands being acquired by the BLM and prior to authorizing any new right-of-ways, easements, or other encumbrances on lands the BLM

~~has identified in its screening request.~~ We are particularly concerned that specific boundaries between BLM-managed public lands and lands to be transferred to other agencies or private interests are located in the appropriate locations, and that provisions of the Fort Ord Multispecies Habitat Management Plan are included in transfer documents for all affected parcels.

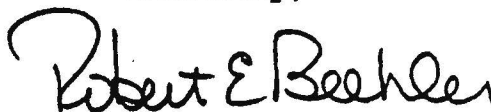
Per your request at our January 5, 1994 meeting, we have also enclosed a map dividing the BLM screening request into six separate parcels that could be transferred at different times. We also anticipate that lands within the Impact Area could be divided into separate parcels for transfer as the clean-up of unexploded ordnance is completed in portions of the area.

Also enclosed is an updated draft of the transfer MOU. We have underlined those conditions on the draft MOU that must be resolved before an initial transfer of lands can take place.

The BLM would like to encourage the Army to pursue a timely transfer of these lands to the BLM. We believe these lands should be given a high priority for transfer because delays could result in unacceptable damage to natural resources while they are in caretaker status, and could stall economic redevelopment of other properties on Fort Ord if the BLM is not able to implement provisions of the Fort Ord Multispecies Habitat Management Plan in a timely manner.

After your review of this letter and the enclosed materials, please contact Steve Addington or me at the Hollister Resource Area (408-637-8183) to arrange a meeting to finalize language in the Draft MOU and to establish timelines for the transfer of these lands from the Army to the BLM. Steve Addington has been designated the BLM Fort Ord Project Manager and is currently assigned to an interim office at the Fort Ord Range Control Facility (408-242-4202) on Tuesdays and Wednesdays. Steve has been working closely with the local communities, the Fort Ord Reuse Group and most agencies seeking land at Fort Ord for the past two years. Please feel free to contact Steve if there is any assistance he can provide to you or your staff in facilitating the efficient transfer or disposal of Fort Ord lands.

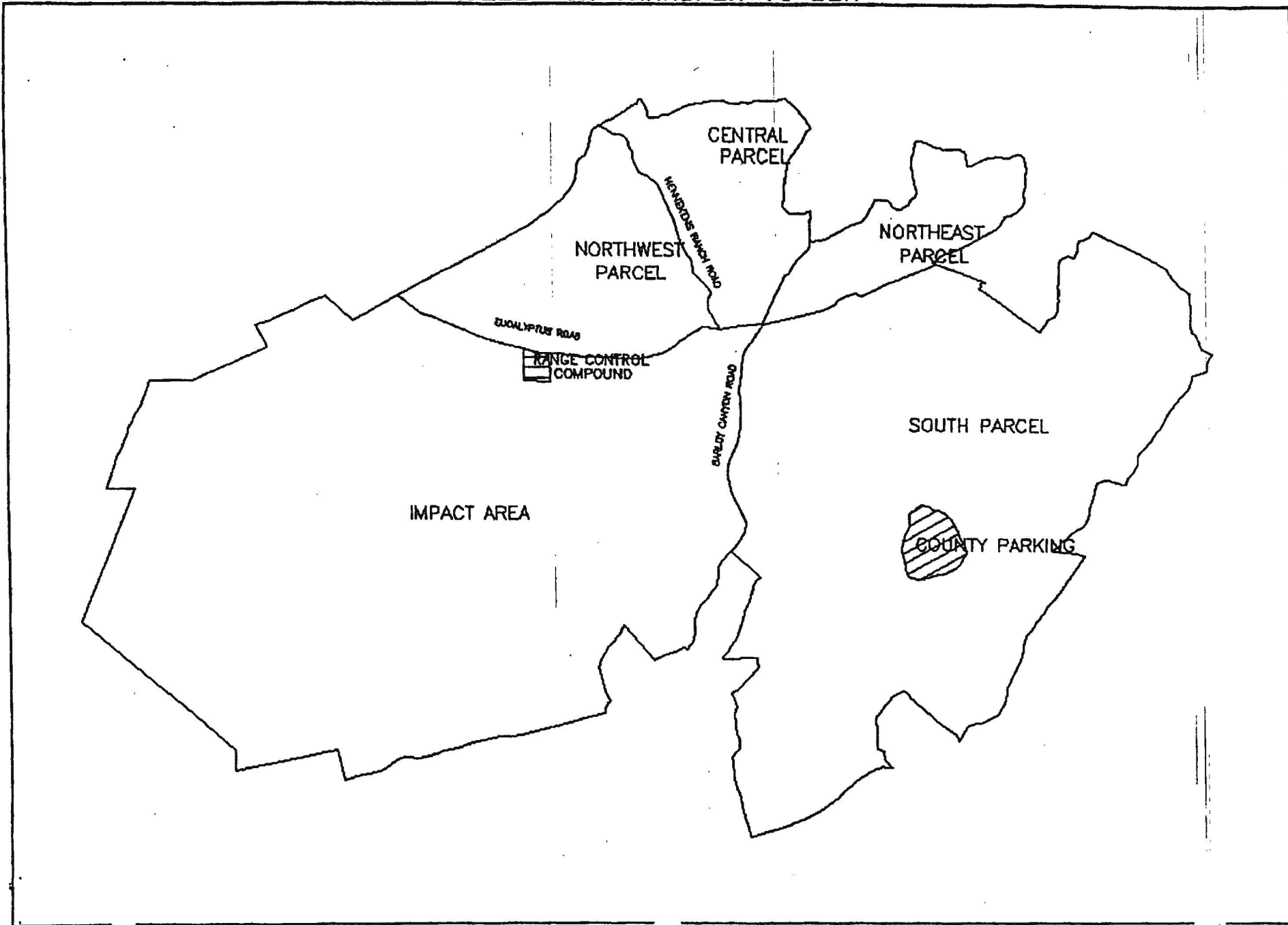
Sincerely,



Robert E. Beehler
Area Manager

Encl: November 1993 Fort Ord GIS Map
Fort Ord BLM Parcel Map Overlay
Draft MOU (updated 1/12/94)

FT ORD PARCELS FOR TRANSFER TO BLM



Section 2

**Memorandum of Agreement Between
Department of Army and Bureau of Land Management**

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE U.S. ARMY
AND
U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT

CA 930-9504

U.S. Army
Transfer of FO-facilities
Land

This MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between the DEPARTMENT OF THE ARMY, hereinafter referred to as the ARMY and the BUREAU OF LAND MANAGEMENT; U.S. DEPARTMENT OF THE INTERIOR, hereinafter referred to as BLM

WHEREAS, pursuant to the recommendations of the 1991 Defense Base Closure and Realignment Commission and in accordance with the Defense Base Closure and Realignment Act of 1990, Public Law 101-510, 104 Stat. 1485 (1990), the Secretary of the Defense is required to close Fort Ord, an Army installation, situated in the County of Monterey, State of California; and,

WHEREAS, the purpose of this MOU is to define the procedures for the transfer of certain Fort Ord lands from the Army to BLM and to form the basis for the formal transfer documents (Transfer Assembly); and,

WHEREAS, it is the intent of the Army and BLM to establish procedures that will provide for the orderly and efficient transfer of these Federal assets; and,

WHEREAS, BLM identified 15,086.58 acres of Fort Ord, plus improvements, for transfer to BLM; and,

WHEREAS, BLM's request is consistent with the draft Fort Ord reuse plan; and,

WHEREAS, transfer of these lands to BLM will facilitate implementation of key provisions of the Fort Ord Multi-species Habitat Management Plan (HMP), dated February 1994, which was developed to assure that disposal and reuse of Fort Ord lands are in compliance with the Endangered Species Act, 16 U.S.C. Section 1531 et. seq. Timely transfer of these lands and subsequent implementation of the HMP are critical to assure that regulatory requirements of the Federal Endangered Species Act and the California Endangered Species Act do not stall or preclude economic redevelopment of Fort Ord and the subsequent economic recovery of the local communities; and,

NOW THEREFORE, in furtherance of the objectives set forth above, and in accordance with all terms, conditions, limitations and exceptions provided below and in all applicable guidelines, regulations, laws, and executive orders pertaining to the future use of this property, and such additional terms and conditions as

set forth in this document, the parties agree as follows:

Conditions for this transfer of property may be divided into three categories: (1) those that apply to the transfer of all facilities and lands, (2) those that apply to the transfer of lands within the Multi-Range Area, and (3) those that apply to the transfer of lands outside the Multi-Range Area, defined in paragraph B.1.

NOTE: All site numbers in this MOU reference the Archives Search Report dated December 1993.

A. CONDITIONS THAT APPLY TO THE TRANSFER OF ALL FACILITIES AND LANDS TO BLM.

1. The Army will transfer the 15,086.58 acres shown on map, Appendix A, to the BLM at no cost. In accordance with 41 CFR 101-47.203-7, Federal Property Management Regulations, BLM will be responsible for obtaining, prior to transfer, all necessary clearances from OMB and providing these clearances to the Army for inclusion in the Transfer Assembly.

2. BLM will be responsible for the implementation of the HMP, including all costs associated with such implementation, except that the Army will be responsible for all actions and costs specifically allocated to the Army on pages 4-6 through 4-98 of the HMP. As specified in the HMP, BLM will monitor HMP compliance on those parcels that are identified in the HMP as

having restrictions on development and use and that are conveyed to other public and private entities by the Army. The Army will notify BLM prior to disposal of any restricted parcels.

3. BLM shall honor all existing licenses and outgrants that currently encumber the property, and it shall take steps to convert such outgrants to the appropriate authorizations under the Federal Land Policy and Management Act of 1976, PL 94-579, October 21, 1976, and other public land authorities. BLM shall be under no obligation to extend any outgrant beyond its existing term, except for easements for utilities. A list of all such licenses and outgrants is attached as Appendix B.

4. The Army intends to transfer Army-owned utility infrastructure (gas, electric, telephone, water, and sewer), together with easements, to other non-BLM Parties. Future utility providers will be responsible for complying with the safety requirements of the California Public Utility System. BLM shall provide adequate easements to all utility providers so that they can supply utility service for the customers connected to the utilities. BLM will be responsible for obtaining utilities from the utility providers. The Army will provide utility service to BLM, on a cost reimbursable basis, as long as the Army operates the utility systems, except that the Army shall have no

obligation to continue operating any such systems for any period of time.

5. The Army shall consult with BLM prior to issuing any new licenses, outgrants, easements, or other encumbrances or authorizing any new interim uses on lands that are slated to be transferred to BLM.

6. BLM shall honor the existing Army agreement or enter into a new agreement with the California Native Plant Society to protect certain native plant reserves that are located within areas being transferred to BLM. Specific locations of the plant reserves are identified in the Environmental Impact Statement for Fort Ord Disposal and Reuse. Should BLM have a requirement that would necessitate disturbance or removal of a reserve, BLM will coordinate with the California Native Plant Society and the U.S. Fish and Wildlife Service prior to taking any action.

7. The Army may issue a permit allowing BLM access to the subject property prior to transfer. The Army shall maintain in their present condition and until transfer is completed Fort Ord exterior boundary fences and gates that enclose the subject property.

8. BLM shall comply with all provisions of the Endangered Species Act Biological Opinion dated October 19, 1993 for Fort Ord disposal and the supporting HMP.

9. The Army shall provide to BLM, at no cost, a copy of all existing natural resource inventory and management data, including computer tapes affecting lands to be transferred to BLM.

10. The Army will transfer to BLM, on or about the time of transfer of subject land, the equipment determined by the appropriate Army authority to be "related personal property" as listed in Appendix C, except for that listed as tactical equipment, which may be leased to BLM under mutually agreeable terms and conditions. The Army may transfer tactical equipment declared excess to the needs of the Army in accordance with applicable laws and regulations. The Army agrees to transfer to BLM personal property, determined to be "related personal property" by the appropriate Army official, to include furniture and shop equipment located within the Range Control Compound and that has been declared excess.

* 11. Roads and road surfaces inside the transferred property shall be transferred to BLM, unless BLM agrees, prior to the transfer of lands, to the transfer of some roads to other public entities.

12. In order to assure adequate administrative and public access to Federal lands, the Army will reserve for BLM, where possible and at BLM expense, an assignable easement on the portions of the

following roads, which are outside the transferred property, unless these roads are transferred to another entity as public roads:

- a. Barloy Canyon Road
- b. Watkins Gate Road
- c. Eucalyptus Road
- d. Chapel Hill Road
- e. Additional roads as necessary to link Chapel Hill Road with Reservation Road to assure public access to BLM managed lands.

13. The transfer documents shall contain restrictions that the Army, in consultation with BLM, decides are required by the Fort Ord HMP, historic preservation requirements, applicable environmental legal requirements, and any safety-related requirements.

14. The Army reserves the right to enter or traverse the subject property to complete any required environmental or safety clean-up or other action necessary for the Army to meet requirements under this agreement or under applicable environmental laws or DoD/DA policies or regulations.

15. The legal description of the lands to be transferred from the Army to BLM will be determined using the following process:

a. The Army will provide BLM with existing legal descriptions of all Presidio of Monterey Annex and Silas B. Hayes Building boundaries that are coincident with proposed BLM boundaries. All other boundary descriptions will be provided by BLM.

b. Following the receipt and review of the above, BLM will conduct appropriate surveys, as needed, to provide a final legal description of lands to be transferred.

c. BLM will coordinate with the Army Corps of Engineers to obtain the legal descriptions described above.

16. Pursuant to the transfer of properties described in this MOU, any dispute arising between the Army and BLM that cannot be resolved at the local level shall be jointly reviewed and resolved by the Deputy Assistant Secretary of the Army, Installations and Housing, and the BLM State Director, California. If a dispute can not be resolved at this level, it shall be elevated to the heads of both agencies (the Secretary of the Army and the head of BLM) for final dispute resolution. Amendments to this MOU shall be negotiated at the local level and ratified by the Deputy Assistant Secretary of the Army, Installations and Housing, and the BLM State Director, California.

17. The Army will continue to remove miscellaneous rubble and debris, including concertina wire, prior to transfer of lands to

BLM, as part of normal range maintenance and caretaker activities. BLM will identify remaining rubble and debris by the date of the transfer of the parcel. For a period of two years following the transfer of each parcel (or for a period of two years following the transfer of the entire parcel if transferred in one piece), BLM may, in its discretion, move rubble and debris that existed on the parcel at the time of its transfer, and for which the Army is responsible, to a location designated by the Army, pending the Army's transfer of the same to an appropriate waste facility. The Army shall be responsible for the costs of final disposal. Rubble and debris are defined as manufactured items, not including buildings or similar structures, that serve no useful purpose and/or are no longer used to fulfill the originally designed and intended use. This does not include unexploded ordnance (UXO) or materials created by BLM. This paragraph is not applicable to the utility distribution systems.

18. The Army shall consult with BLM as the Army develops a plan for addressing UXO as the Army determines necessary to meet the requirements of applicable environmental law and applicable DoD and Army policies and regulations, given the authorized and intended reuse of the property. The Army reserves the right to conduct periodic surface inspections for UXO on any property transferred under this MOU and to remove or otherwise address any UXO posing a threat. The Army has provided initial training for

BLM staff on how to identify UXO. BLM shall promptly notify the Presidio of Monterey Law Enforcement Office, (408) 242-7851, when any UXO is discovered. The Army's 87th Explosive Ordnance Disposal (EOD) Detachment, located at 385 Bushnell Street, Moffitt Field, CA 94035, will address all UXO at the former Fort Ord. The Army retains its responsibility and liability for UXO under all applicable laws. However, the Army shall have no obligation to conduct additional UXO clearance in restricted access areas where additional clearance is not presently required under applicable law and policy and under the current reuse plan, as agreed to in the SUMP. The Army shall not be responsible for the costs of any additional UXO identification and clearance necessitated by a change to the redevelopment and reuse plan other than those changes that may be required by applicable Federal law.

19. The Army and BLM will provide information for review and comment to all interested representatives of the public such as the Restoration Advisory Board (RAB) concerning the negotiated SUMP.

B. CONDITIONS THAT APPLY ONLY TO TRANSFER OF LANDS WITHIN THE MULTI-RANGE AREA.

1. For the purposes of this agreement, the term Multi-Range Area shall mean the area bounded by Eucalyptus Road, North-South Road, South Boundary Road, and Barley Canyon Road. (See map at

SECTION 3

Appendix A). UXO exists on the surface and in the subsurface of certain areas of the Multi-Range Area. The density and distribution of UXO items on the surface and subsurface varies across the area and has been categorized in terms of occurrences for management purposes (see Appendix D). (Note: The density and distribution map at Appendix D is based on a records review of historical operations and is not intended to represent field data.)

2. The Parties agree that the Multi-Range Area shall be used as a natural resource management area. UXO will be dealt with in accordance with applicable environmental laws and regulations consistent with the reuse as agreed to in a Site Use Management Plan (SUMP). Generally, UXO shall be addressed through the use of access restrictions and/or clearance of UXO to varying degrees, depending on planned reuse. The process for determining the degree of access restriction or clearance that is required will be as provided for in applicable environmental laws and regulations. In order to specify proposed reuse and to facilitate identification of areas that may require access restriction and/or UXO clearance, BLM and the Army shall develop a SUMP within 90 days of execution of this MOU.

3. The SUMP shall delineate areas of high, medium and low UXO occurrence. Within areas of medium or low UXO occurrence, the

SUMP shall identify (1) areas to be routinely occupied by BLM personnel; (2) the location of maintenance roads; (3) the location of firebreaks suitable for use by motor vehicles; and (4) the location of footpaths. The SUMP will be consistent with the HMP, will be included as part of the Army's UXO clearance plan submitted to the Department of Defense Explosives Safety Board (DDESB), and will be considered in decisions regarding UXO made under applicable environmental laws and regulations.

4. The parties recognize that areas with high UXO occurrence may require access restrictions. To the extent that these areas must be fenced, the Army agrees to construct such fencing. BLM agrees to maintain such fencing, as well as all existing fencing, at no cost to the Army. Only properly trained and authorized personnel shall be allowed access to any area that may be restricted.

5. Portions of the Multi-Range Area will be identified by the Army, in consultation with BLM, as areas that will be preserved as habitat of endangered species and other wildlife.

6. With regard to areas identified for public use, the public shall not have access until the Army determines that such access is safe. BLM shall take all reasonable and necessary measures to ensure public access is limited to areas identified by the Army as safe for public access.

7. The Army will retain ownership of the Range Control Radio System on Fort Ord as long as it is needed in UXO clearance

necessary at sites 3, 10, 11, 12, 16, 17, 19, and 21 identified
in the Fort Ord Archives Search Report for Ordnance and Explosive
Waste, December, 1993.



PAUL W. JOHNSON

Deputy Assistant Secretary of the Army
(Installations and Housing)
OASA(I, L&E)



Ed Haste

State Director, California
Bureau of Land Management

(date) 22 MAR 1995

4/17/95 (date)

MEMORANDUM FOR Garrison Commander

SUBJECT: Summary of Meeting with Bureau of Land Management (BLM) to Discuss Mutual Support

1. On 30 Oct 96, BRAC held a coordination meeting to discuss issues made relevant by the land transfer to BLM. Of primary concern are fire prevention and protection, security, and maintenance. A summary follows.

2. Fire Prevention and Protection. On 1 Jan 97, the responsibility for fire support to BLM property will transfer to the California Department of Forestry and Salinas Rural Fire Department. At that time, POM will still be part of a mutual support role which involves all area fire departments. Until 1 Jan 97, the POM will have the primary response mission and liability for payment of extended fire support lasting over 24 hours.

a. The NPS Fire Department will coordinate with local fire departments to clarify primary and mutual support roles before and after 1 Jan 97. The Fire Department will also obtain the radio frequencies necessary to establish communication with BLM during emergencies. (The POM Police Department already has this capability.)

b. The BLM will also coordinate with the local fire agencies to ensure that roles and missions are clear.

3. Security. The POM Police have no normal police authority on the new BLM property. POM police can apprehend and arrest in matters involving the pursuit of an individual who has committed wrongful acts on Army property and has fled to BLM property.

a. The office of BRAC/Environmental will provide POM Police with the updated maps on where Army property lines exist as of the BLM transfer. Ownership of roads will also be highlighted.

b. The BLM will have one ranger allocated for law enforcement. The BLM will also coordinate with the County to determine their ranger's authority on state and local property.

4. Maintenance. On 1 Jan 97 all heavy equipment for which the BLM is signed will be permanently transferred. The BLM will assume the task of fire break and fire trail maintenance.

a. The DPW and the NPS Fire Department will provide a description of the fire break maintenance which must be performed on Army property (primarily inland range area).

405-9204 1311-11



REPLY TO
ATTENTION OF:

DEFENSE LANGUAGE INSTITUTE
AND PRESIDIO OF MONTEREY
PRESIDIO OF MONTEREY, CA 93944-5036

201013



DIRECTORATE OF
BASE REALIGNMENT AND CLOSURE
(BRAC)
FACSIMILE TRANSMITTAL SHEET

TO: CATHY COATES

AGENCY/BUSINESS: DRM

FAX NUMBER: 5278 DATE: 5/20/97

FROM: DAVE HARRIS - POM-BRAC

SENT FROM FAX NUMBER: COMMERCIAL (408) 242-7091; DSN 878-7091

NUMBER OF PAGES INCLUDING TRANSMITTAL SHEET: 3

COMMENTS: CATHY: THIS IS THE ONLY
REFERENCE I COULD FIND ON THE
SUBJECT OF FIRE/BREAKS
Dave

If you encounter any difficulties in receipt of this transmission, please call:
Ms. Terri Soderlund at (408) 242-7909 or DSN: 878-7909.

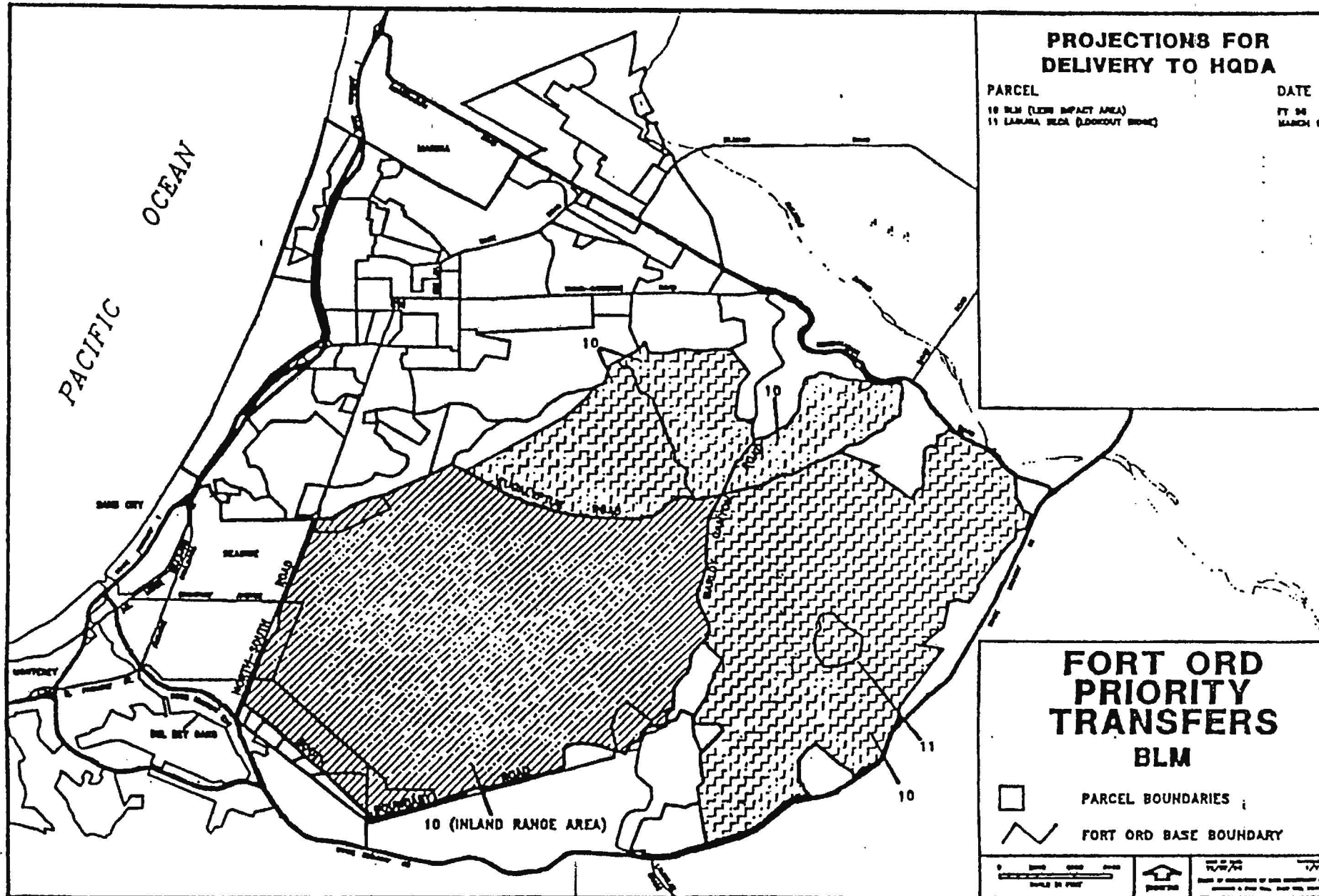
ATTENTION!!!

Do not process, store or transmit classified information on non-secure telecommunications systems. Official DoD telecommunications systems, including facsimile machine, are subject to monitoring for telecommunications security purposes at all times. Use of DoD telecommunications systems constitutes consent to telecommunications security monitoring.

APPENDIX B
Fort Ord Transfer MOU
Outgrants Within BLM Parcel

<u>Outgrant Number:</u>	<u>Type of Outgrant:</u>	<u>Grantee:</u>	<u>Description:</u>
DACA05-2-86-532	Easement	Pacific Gas and Electric	R/W High Pressure gas
DACA05-1-89-519	Lease	Chandler and Walton Corp.	Grazing: 6,445 acres
DACA05-2-71-243	Easement	Monterey County	R/W Reservation Road
DACA05-3-73-608	License	Washington School District	Storm water drain
DACA05-3-87-504	License	Monterey County	Flood control, access road
DACA05-4-84-550	Permit	U.S. Geological Service	Gauging station
DACA05-9-92-551	Right-of-entry	CALTRANS	Widen highway 68
DACA05-2-92-592	Easement	Pacific Bell telephone	Telephone R/W at Corral de Tierra Road
DA-04-167-ENG-2632	Easement	Pacific Gas and Electric	R/W Electrical transmission lines
DACA05-3-87-533	License	Monterey Peninsula Water Management District	9 monitoring well sites
DACA05-4-81-558	Permit	U.S. Department of Commerce (N.O.A.A.)	Geodetic Station
SFRE(s)-587	Easement	CALTRANS	Drainage ditch and ancillary facility

AL. 2001X A



APPENDIX B
Fort Ord Transfer MOU
Outgrants Within BLM Parcel

<u>Outgrant Number:</u>	<u>Type of Outgrant:</u>	<u>Grantee:</u>	<u>Description:</u>
DACA05-3-94-535	License	CALTRANS	CALTRANS detour road
SF-RE(s)-795	Easement	Pacific Gas and Electric	Pole and wire anchors to Manzanita station
DACA05-9-92-593	Right-of-entry	Monterey Peninsula T.V. cable	TV cable along highway 68 at Corral de Tierra Road

8 Dec 94

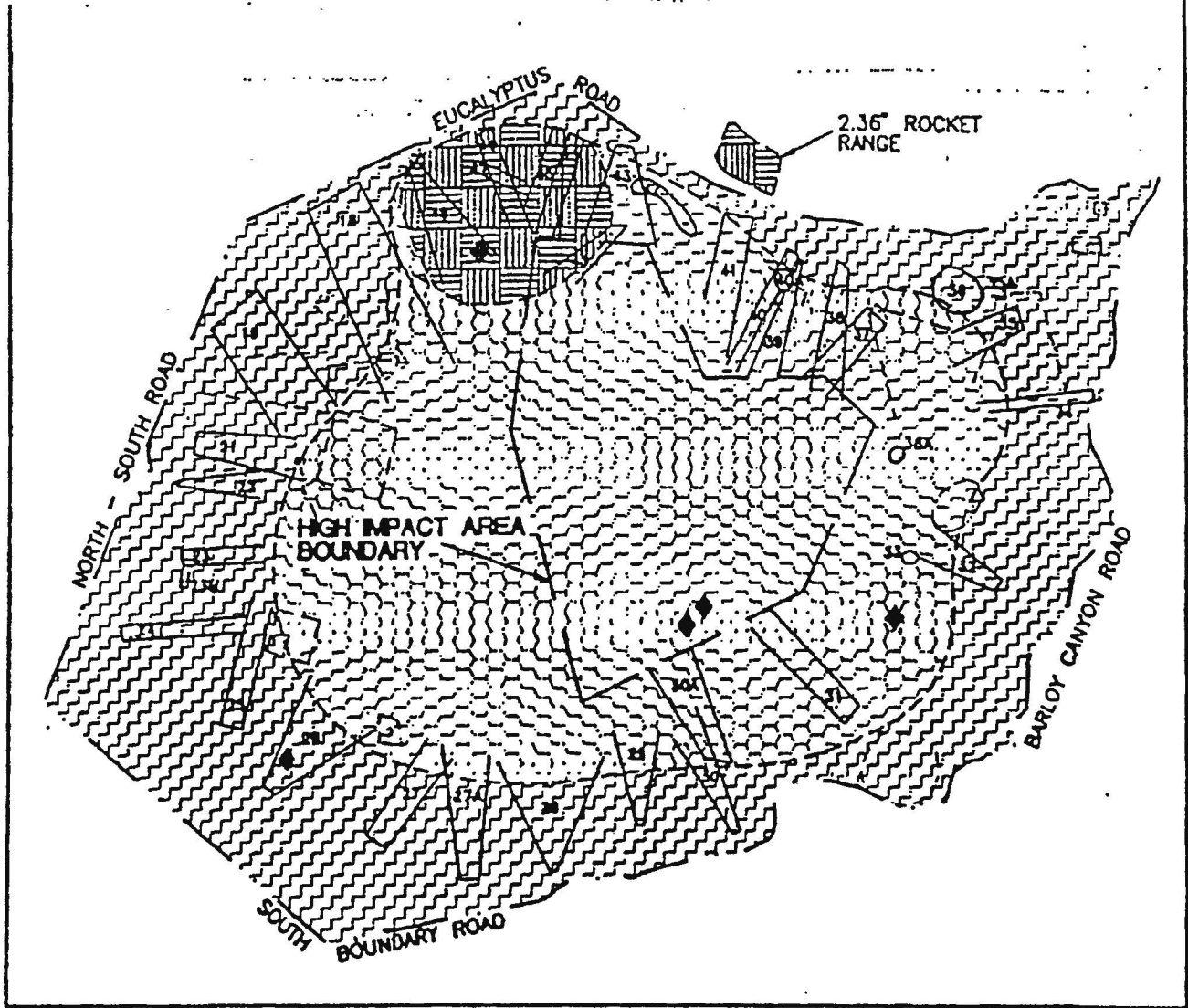
APPENDIX C

FORT ORD TRANSFER MOU


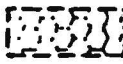

PROPOSED TRANSFER OF EQUIPMENT

<u>Stock Number</u>	<u>Description</u>	<u>Serial No.</u>
Unknown 091-1669	Trk Tractor 6x4	61724P
2320-00-317-6448	Semi-Trailer Low Bed 25 Ton (Tactical)	8712
2410-00-177-7284	Dozer D-7 Ft. Low Speed (Tactical)	61G449
2815-01-313-7832	Dozer 7 Ft. (Tactical)	61G1223 and 08750623
2420-00-177-6869	Tractor, Wheeled Agricultural	9A350143
Unknown	Flail Mower	VT88128-74
3710-00-396-1034	Harrow, Disc (FAAF)	3188

3710-00-P00-2152	Harrow, Plow	700-182C-221
3805-01-150-4795	Grader, Road (Tactical)	7GB00449
3750-01-Z91-8378	Sprayer, 50 Gallon Cap.	15160
3805-01-150-4814	Loader, Scoop (Tactical)	9157573
4310-01-158-3262	Air Compressor (Tactical)	159011
4310-01-158-3262	Air Compressor (Tactical)	150012
3750-01-Z91-8084	Sprayer Trailer Mounted	7211
3750-01-Z91-8084	Sprayer Trailer Mounted	7210
2330-01-039-8095	Semi-Trailer, Flatbed - 3/4 ton	NXO4VM-1201
2330-00-226-6080	Semi-Trailer, Fuel Service	1136



EXPLANATION

- · — INLAND RANGES BOUNDARY
-  HIGH: APPROXIMATE AREAS WITH HEAVY UXO/OEW OCCURRENCE
-  MEDIUM: APPROXIMATE AREAS WITH ONE TO A FEW OCCURRENCES OF UXO/OEW WITHIN FIELD OF VIEW
-  LOW: APPROXIMATE AREAS WITH SPORADIC OCCURRENCES OF UXO/OEW
- ◆ APPROXIMATE LOCATION OF UXO/OEW DEBRIS PILES



Harding Lawson Associates
Engineering and Environmental Services

Density and Distribution of UXO/OEW
Site 39
Volume II - RI Basewide RI/FS
Fort Ord, California

PLATE
18

82 25 1994 021154

DRAWN
AED

JOB NUMBER
23366 04341

APPROVED
DLW

DATE

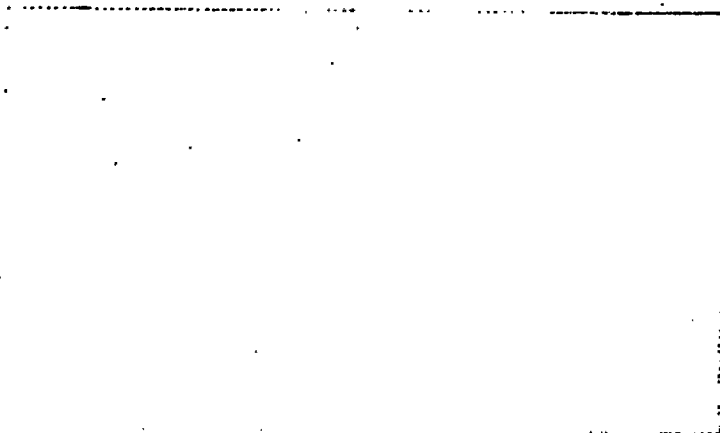
REVISED DATE
7/94



Reconnaissance Level Value Estimate



**US Army Corps
of Engineers**
Sacramento District



**APPRAISAL BRANCH
REAL ESTATE DIVISION**

RECONNAISSANCE LEVEL VALUE ESTIMATE
PORTION OF TRANSFER OF LAND AND
IMPROVEMENTS TO BLM
PARCEL A, B, AND RANGE COMPOUND AREA
FORT ORD, CALIFORNIA

MARILYN E. FERLAND
APPRAISAL BRANCH, REAL ESTATE DIVISION
U.S ARMY CORPS OF ENGINEER, SACRAMENTO DISTRICT
SACRAMENTO, CALIFORNIA

RECONNAISSANCE LEVEL VALUE ESTIMATE
PORTION OF TRANSFER OF LAND AND IMPROVEMENTS TO BLM
FORT ORD, CALIFORNIA

To: Chief, Management & Disposal Branch

THRU: Chief, Appraisal Branch

SUBJECT: FORT ORD, California; Transfer of land (Parcel A & B and Range Control Compound) BLM Sub-Parcel

1. **AUTHORITY:** The authority for this report is contained in Memo from Chief M& D Branch, Subject: Request for a Reconnaissance Level Value of Estimate on portion of the transfer BLM Sub-Parcels, dated 14 August 1995.

2. **PURPOSE:** The purpose of this appraisal report is to estimate the fair market value of 7,204 acres (Parcels A & B and Range Control Area only) portion of the total BLM Transfer 15,839 acres. Reference Reconnaissance Level Appraisal Report Transfer of Land and improvements to BLM, Fort Ord, California dated 12 October 1994.

3. **ASSUMPTIONS AND LIMITING CONDITIONS**

This report and value estimate it contains are expressly subject to the following:

A. No responsibility is assumed for matters which are legal in nature.

B. The information and the data secured by the appraiser, verbal and written, is considered to be from reliable sources; however, no guarantee is made as to its absolute accuracy.

C. If any of the valuation estimates developed in this report are used in another report or document, this report should be cited as the source by footnote.

D. Any adjustment, revision, or change in the application of data or values as they appear in this report will invalidate same, unless approved by the Real Estate Division, Appraisal Branch.

E. Maps and other illustrations used herein are provided only to assist the reader in visualizing the property.

F. This appraisal is based on data available at the time

of the valuation, and no conditions exist that were not discoverable through normal, diligent investigation. If additional information is received at a later date, that information could affect the evaluation estimate.

G. The appraiser was unable to visit the subject site or comparable sales for inspection because of time constraints. However, the appraiser is familiar with the area of the subject and comparable sales.

4. ESTATE CONSIDERED; Fee Simple
5. DATE OF VALUE: 17 May 1995
6. SUBJECT DESCRIPTION;

The subject contains approximately 7,204 acres of land located in the undeveloped area of Fort Ord and Buildings 812, T814 located in the Range Control Compound and the MOUT urban warfare training facility near the intersection of Eucalyptus and Barloy Canyon roads. Additionally being transferred to BLM an exclusive easement on the following roads: Barloy Canyon Road, Watkins Gate Road, Eucalyptus road, Chapel Hill Road, and any other road segment necessary to link Chapel Hill Road with Reservation Road. These roads mentioned above are outside the transferred property For the purpose of this report and for the transfer of property to Bureau of Land Management, the subject properties were divided into three areas of consideration as delineated on the enclosed map Exhibit A:

<u>PARCELS</u>	<u>(ORIGINALLY DESIGNATED)</u>	<u>ACRES</u>
Parcel A	(Portion of Northwest Parcel and South Parcel)	6,027
Parcel B	(Portion of Central Parcel and Northwest Parcel)	1,168
Range Control Compound	(Parcel 1)	<u>9</u>
		7,204

The inland area consists of infantry training areas; the ammunition storage point; and open space areas used for livestock grazing and recreational activities, including hunting, fishing, and camping.

The training portion of the inland areas is divided into training areas, the largest of which is the 8,000- acre inland range area, an impact zone for artillery and other types of ordnance.

The subject area is open and covered with grasses and forbs which consists of foxtail, bromes, wild oats, ryegrass, bunch grass, bur clover and filaree. The brush covered area consist of California and Black Sage, Manzanita and Coyote Brush. The area is steeply rolling hill with valleys and ridges, mostly open with the northeast side being covered with brush.

In the extreme southeast of Fort Ord, the hills become higher and the landscape is less influenced by the maritime climate. The hills are less sandy, as dune activity has not been a part of this area for many thousands of years. Clay pan soils have developed on old "Paso Robles" sandstone, and this compacted, poorly drained clay is not ideal for the sand-loving brush species. Even oak are widely scattered. The landscape takes on an aspect of high rolling terrain, looking across a narrow valley toward Mt. Toro on the south and the fertile agricultural Salinas Valley on the east.

7. GENERAL AREA DATA

The subject property is located at Fort Ord which was an installation located along the Pacific Ocean in the northern Monterey County, California approximately 100 miles south of San Francisco. Fort Ord contains approximately 28,000 acres and stretches from the Pacific Ocean on the west to the Salinas River on the east. Reservation Road is generally the Fort's northern boundary while Highway 68 is its southern boundary. The installation is divided by State Highway 1 with the main garrison lying just east of the highway. The topography ranges from gently rolling hills on the west to steeply rolling on the east. There are numerous ridges and small valleys within the confines of the fort.

8. HIGHEST AND BEST USE

Is defined as the reasonable and probable use that supports the highest and present value of improved property, as defined as of the date of the appraisal. The highest and best use its current use agricultural\ rangeland and wildlife preserve.

9. APPROACH TO VALUATION:

The three approaches to value are considered as follows:

COST APPROACH:

No improvements are being considered for the purpose of this appraisal and generally, this approach has merit when the improvements are fairly new and where depreciation, from all causes, can be determined. After considered the above, this approach is not appropriate.

INCOME APPROACH:

The subject areas are not income producing property in it's present utilization, therefore this approach is not appropriate.

LAND SALES COMPARISON APPROACH

A thorough investigation of the area by both the undersigned and other contract appraisers currently active in the appraisal of

several parts and parcels of Fort Ord have closely examined the real estate market transactions in the Monterey County and Santa Clara County for comparable land sales.

Property values are based on comparable land sales and additional information derived from knowledgeable sources in the local real estate market. All comparable information is contained within the appraiser's backup file. The comparable land sales for the types of land uses are as follows:

VACANT LAND COMPARABLE SALES

LOCATION	TYPE OF LAND	IMPROVEMENT	SIZE ACRE	PRICE/AC DATE	SALE PRICE
1. Monterey County 421-011- 023	Rural	None	69	\$2,032 09/26/94	\$1,402,000
2. Monterey County 175-011- 014	Agriculture /grazing	None	45	\$1,344 05/91	\$60,496
3. Monterey County 420-241- 002	Rural Vacant	None	98	\$2,908 02/25/91	\$285,000
4. Monterey County 421-161- 010	Range Land	None	240	\$5,833 11/93	\$1,400,000

10. METHODOLOGY OF VALUATION

As discussed before the parcels of land for the transfer have been separated by location, land use, price per acre, allocated value and total value on the enclosed chart. Agricultural (Dry Grazing) was found to be the most prevalent use as the highest and best use in deciding the fair market value for the 7,204 acres. Agriculture is the primary land use adjacent to Fort Ord on the northeast, between the installation and the Salinas River. The most productive agricultural lands in the vicinity are extremely fertile lands along the Salinas River. The primary type of agricultural production in this area is irrigated row crops. Grazing or rangelands are located to the north, adjacent to Fritzsche Army Airfield, and to the east and southeast, south of SR 68 and near Laguna Seca Recreation Area. This area being transfer

is located in the middle of the Monterey/Seaside/ Salinas metropolitan area. Seventy years of military activity has also created numerous primitive roads and trails through this highly erosive landscape. Existing coastal vernal pools, riparian forests, and rare native grasslands are present.

In Monterey County, the recent sales for a parcel of land containing more than 40 acres for use in grazing and rangeland are selling in the price range of \$1,344 to \$5,833 per acre. All sale comparables researched were zoned for uses comparable to the subject parcel except for the subject's availability of water. When considering the location of the Parcel A, B and range control compound and the fact the availability of water in these locations are scarce, the estimated market value was felt to be lower end range of \$1,344 Comparable 2. After adjustments the indicated value for Parcel A, B and the Range Compound Area is \$700.00 per acre. For more detail the enclosed comparable chart Exhibit B will illustrates how each parcel was calculated to come up with the indicated value.

11. CERTIFICATION

I hereby certify that I have not examined the property described or the comparable sales and the estimates as developed in this report represent my unbiased judgement of the subject sites. I have no present or intended future interest in the property. To the best of my knowledge and belief, the statements of fact contained in this report and upon which opinions herein are based are true and correct, subject to the assumptions and limiting conditions stated in this report.

Marilyn E. Ferland
MARILYN E. FERLAND
STAFF APPRAISER

DATED: 21 August 1995

I certify that I have no past, personal or contemplated interest in any of the properties mentioned in this report. I have viewed the subject property not the comparables. However, I am familiar with areas of the comparables. The estimate is acceptable for the intended purpose and function.

J. L. Pierce
J. L. PIERCE
DISTRICT REVIEW APPRAISER

DATED: 22 August 1995

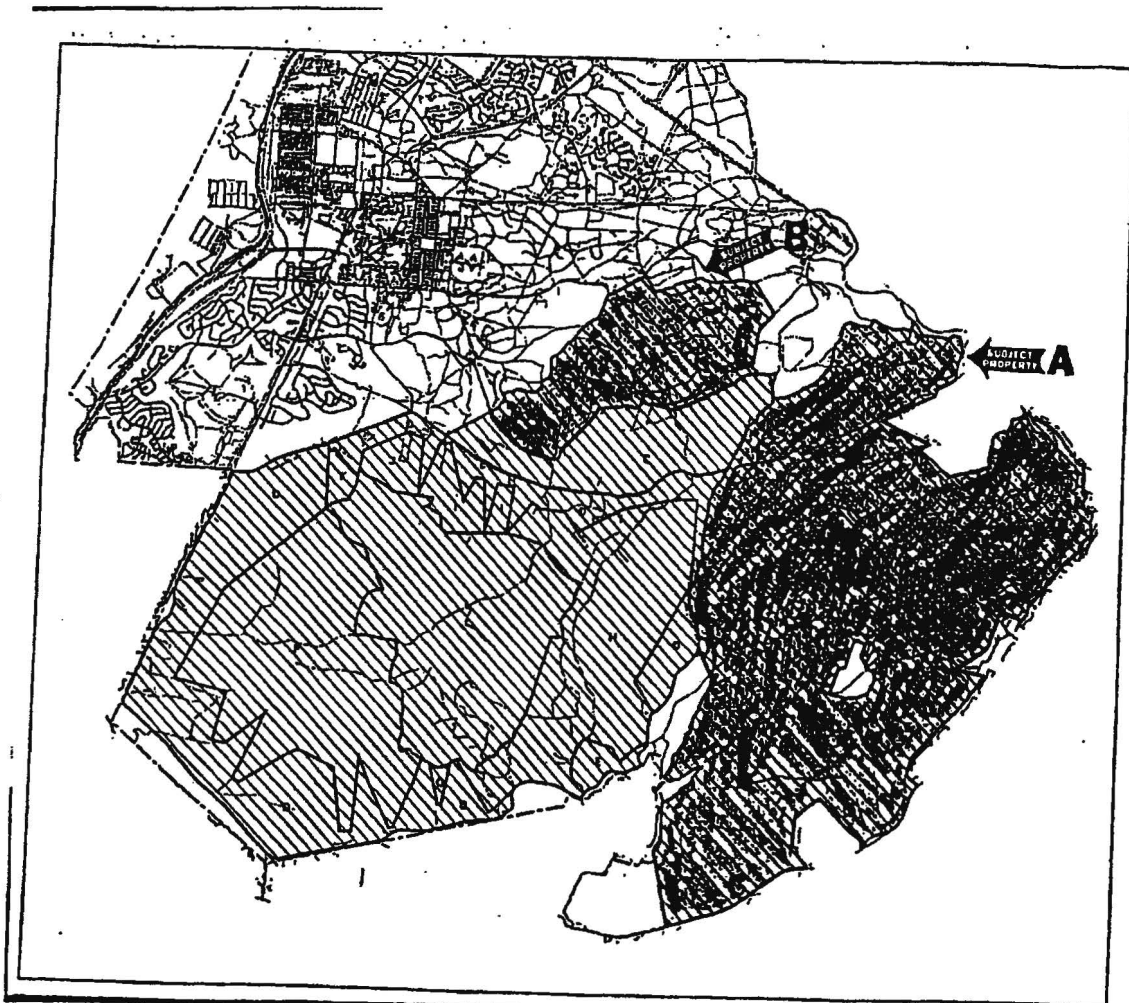


FIGURE 1. BUREAU OF LAND MANAGEMENT SUB-PARCELS FOR TRANSI

Location Map

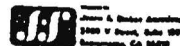
PARCEL	ACREAGE
8027	1388
817	2280
80	1748
20	1818
200	123
151	1818

Range Control Area 9

--- Fort Ord Boundary
 — BLM Sub-Parcels



MAP SCALE 1:48,000

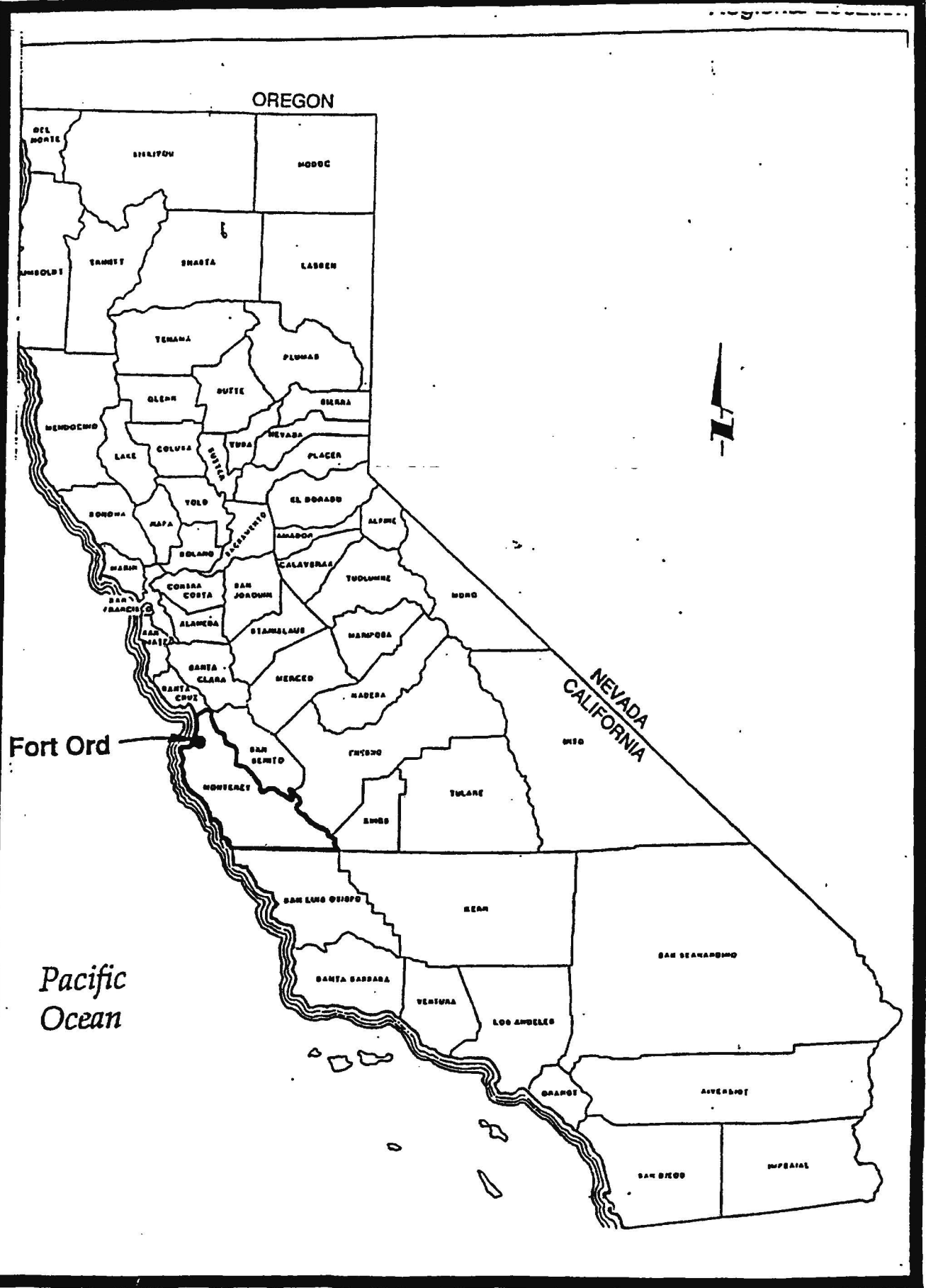


FORT ORD TRANSFER TO BLM (SUB-PARCELS A,B and RANGE CONTROL AREA)

LOCATION	TYPE OF LAND	IMPROVEMENT	SIZE ACRES	PRICE PER ACRE	TOTAL COST
PARCEL A	RANGELAND	NONE	6,027	\$700	\$4,218,900
PARCEL B	RANGELAND	NONE	1,168	\$700	\$ 817,600
RANGE CONTROL AREA	RANGELAND / IMPACT AREA	BUILDINGS (Nominal Value)	9	\$6,300	\$ 6,300
TOTAL ACRES/COST			7,204		\$5,042,800 \$5,000,000 R

Exhibit B

A D D E N D U M

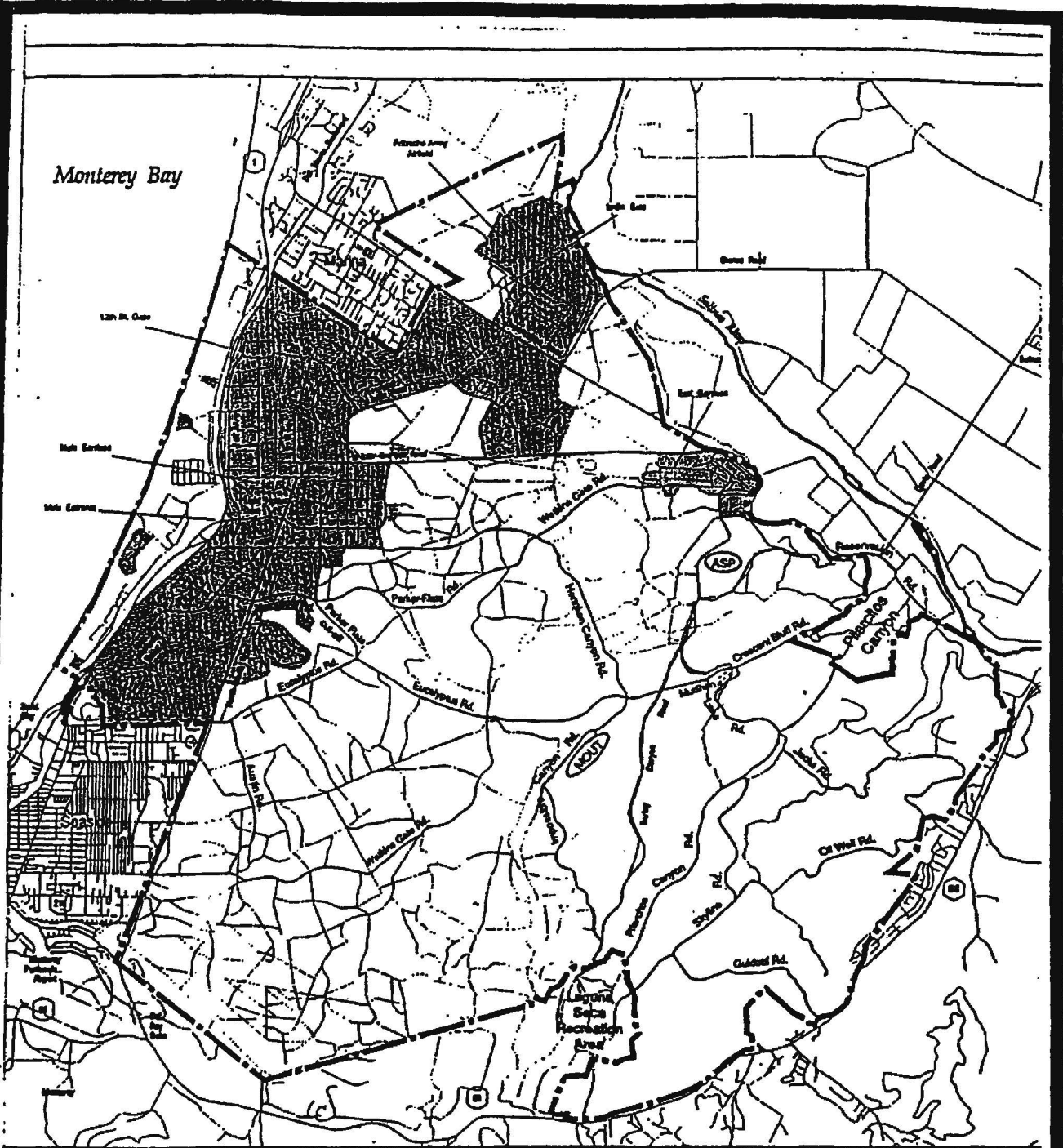


Fort Ord

Pacific Ocean

NEVADA CALIFORNIA



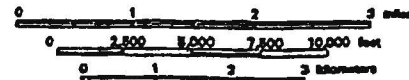


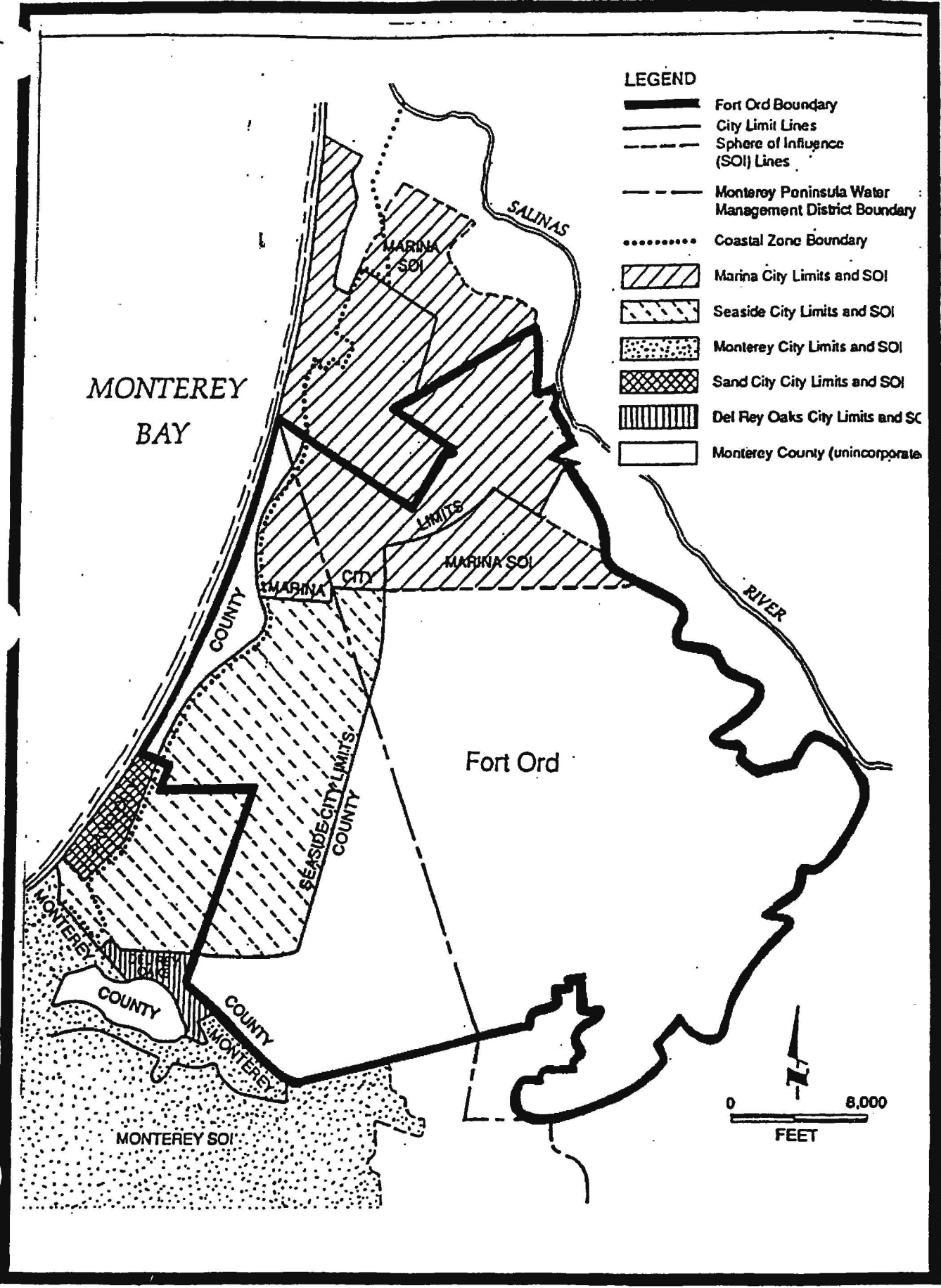
ASP Ammunition Supply Point
 MOUT Military Operations on Urban Terrain

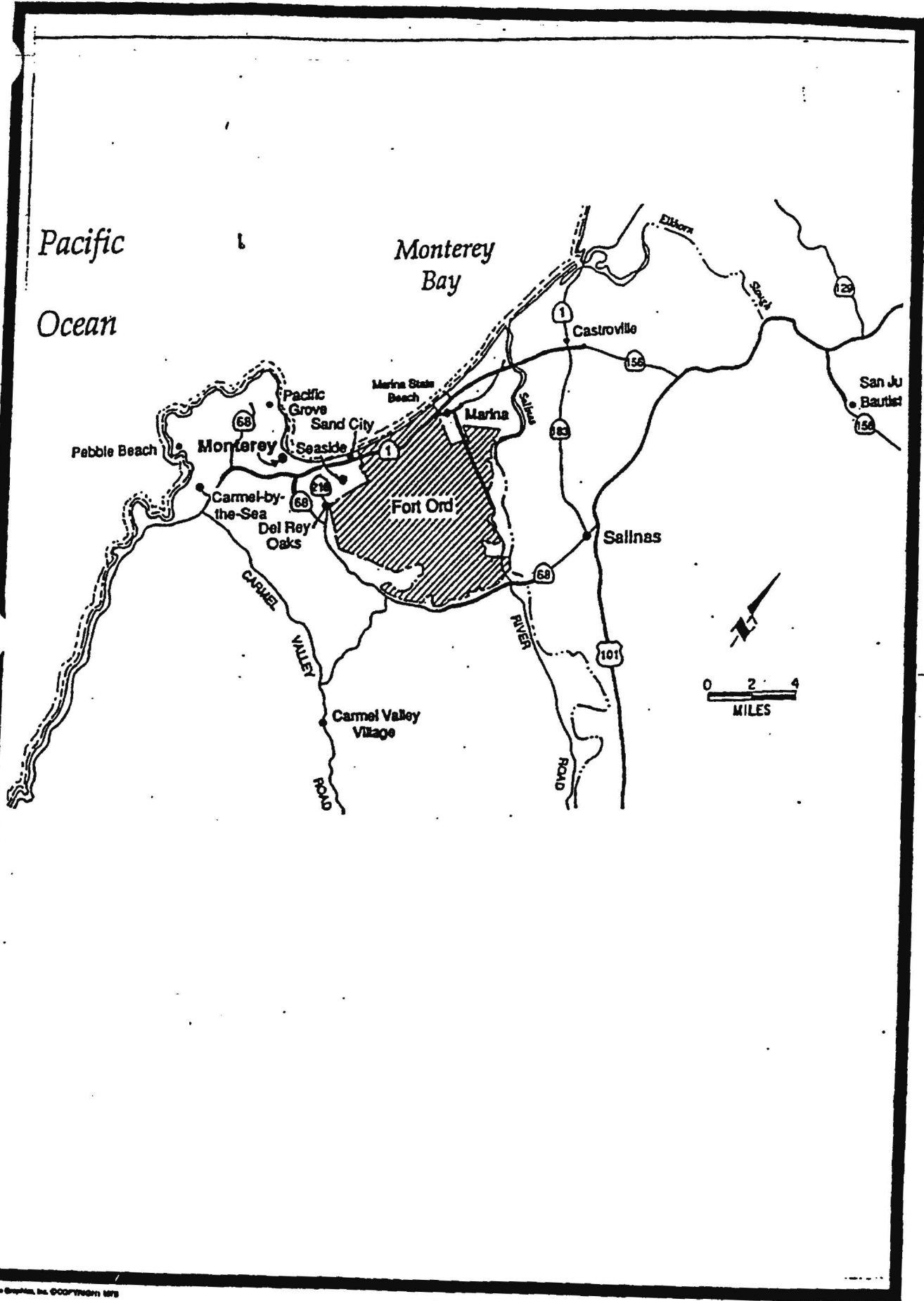
 Generally Developed Areas (excludes firing ranges)



Scale 1:80,000







Section 5

ATZP-EP (200-1)

SEP 01 1995

MEMORANDUM FOR Directorate of Base Realignment and Closure

SUBJECT: Environmental Condition of Property for Bureau of Land Management Parcel (Phase I)

1. This memorandum describes various documents and sources of information that collectively describe the environmental condition of property (ECP) for the subject parcel. The documents are available and will be provided to the Bureau of Land Management (BLM) for their records.

2. ECP for BLM Parcel (Phase I) is properly documented by reference to information contained in the documents listed and summarized below.

a. Community Environmental Response Facilitation Act (CERFA) Report, Fort Ord, California, April 1994. This document summarizes the findings of environmental investigations that have been conducted on Fort Ord. Included are references to various sites within the BLM parcel as well as maps covering that area (for details, see CERFA Report, Table 5.0, pages 10-50 as well as figure 5-1, map 10). Included as CERFA qualified or disqualified areas are flame thrower ranges, mine and booby trap areas, machine gun squares, and areas of petroleum storage.

b. A letter from the US Environmental Protection Agency dated April 19, 1994, concurring on selected parcels as CERFA uncontaminated.

c. Basewide Remedial Investigation/Feasibility Study, Fort Ord, California, (Draft Final) dated December 5, 1995. This document includes detailed assessments of various sites designated for investigation under the Combined Environmental Response, Compensation and Liability Act (CERCLA) as well as summaries of site investigations for those sites designated for no further action. Included are investigations for Site 39, the Inland Ranges, which borders the parcel in question.

d. Archives Search Report, Fort Ord, California, December 1993, and Draft Archives Search Report (Supplement No. 1), November 1994. These documents detail locations and site descriptions of areas located throughout Fort Ord where the potential for discovering ordnance and explosives (OE) exists. The December 1993 report was used in preparation of the CERFA report, mentioned above.

e. Draft Work Plan, Former Pipeline Heating Station 8H Investigation, Former Fort Ord, California, May 30, 1995. The plan details a proposed investigation of the

ATZP-EP (200-1)
SUBJECT: ECP for BLM Parcel (Phase I)

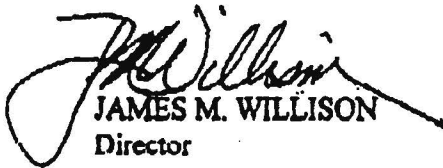
heating station formerly located Bldg 812 (Range Control for Fort Ord). The heating station was closed in 1931. The pipeline itself, which transported crude oil from Coalinga to Monterey, was shut down in 1945.

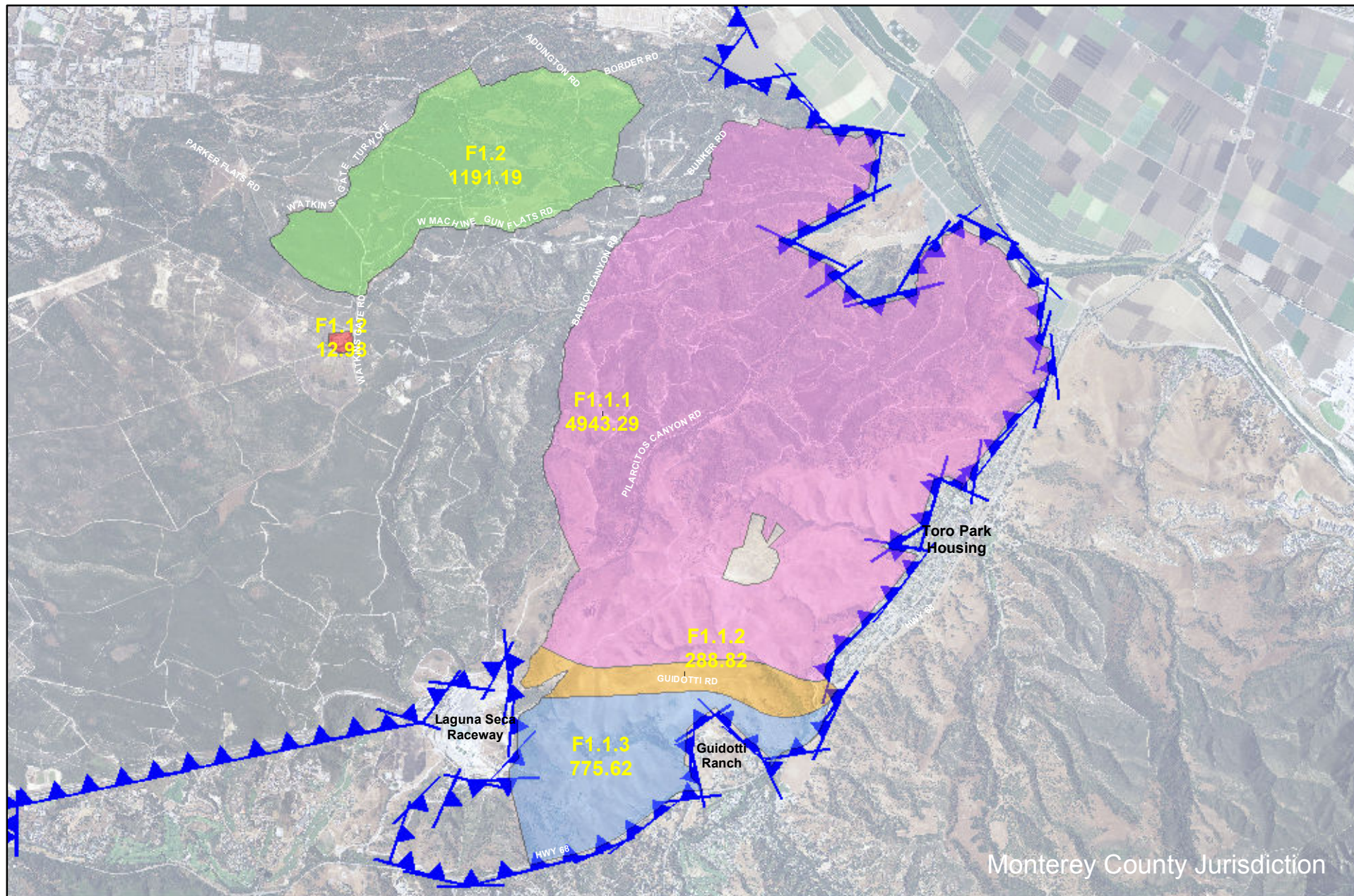
f. In addition, an underground storage tank exists at Building 812, (Range Control). This 550 gallon tank contained diesel and is scheduled for removal in 1995 under a contract through Sacramento District Corps of Engineers. There is no known contamination associated with this site. Additional details regarding this action will be provided upon completion of the removal.

3. The after action reports to the OE survey and clearance actions will provide additional information. Additional information will also be available regarding the 8,000-acre Inland Ranges, which are adjacent to the parcel in question. This information will be developed in the Record of Decision for Site 39 and subsequent documents, which will be provided to the BLM as those documents are produced.

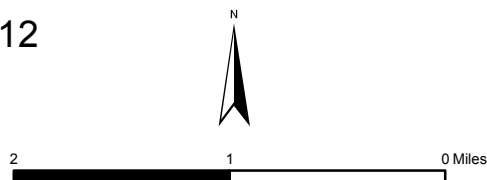
4. As is noted in the summaries of various documents listed above, the Army has additional assessments, surveys and, potentially, cleanup to do at various locations on the subject parcel. Please ensure that transfer documentation reserves the right of entry for performance of these tasks to the Army.

5. Should questions arise, please telephone Gail Youngblood or Christine Lawson at (408) 242-7924.


JAMES M. WILLISON
Director
EP



TITLE: Parcel F1.1.1, F1.1.2, F1.1.3, F1.12
and F1.2
DEED: DACA05-9-95-618
RECIPIENT: BLM



Coordinate System:
NAD83 Stateplane California Zone IV (feet)
Lambert Conformal Conic Projection

Author: C. Stiebel
Date: 8/5/2013

Data: reuse_parcel database
Name: DACA05-9-95-618
Aerial: 2007

