

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

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 Barloy Canyon Road. (See map at

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

operations. BLM agrees that the Army will reserve rights-of-entry for ingress and egress to access and operate the Range Control Radio Station. BLM agrees to permit the Army to access and use Building number 812, which houses the Range Control Radio System. Access will be at no cost to the Army.

8. BLM agrees that the Army will reserve rights-of-entry for ingress and egress to conduct response actions at sites 5, 6, 7, 9, and 39 as identified in the Remedial Investigation/Feasibility Study, December 1994 (see map at Appendix E).

C. CONDITIONS THAT APPLY ONLY TO TRANSFER OF LANDS OUTSIDE THE MULTI-RANGE AREA.

1. Subject to the site-specific approval by the Garrison Commander, Presidio of Monterey, BLM may initiate on-the-ground actions to control vehicle use and erosion prior to actual transfer of lands to BLM in order to implement the requirements of the HMP.

2. Buildings 812 and T-814 and the Military Operations Urban Terrain (MOUT) facility will be transferred in "as is" condition. To the extent possible, furniture and shop equipment in Buildings 812 and T-814 identified by the Army as "related personal property" will be included.

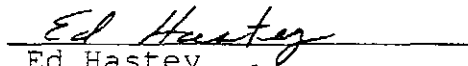
3. The Army shall, in consultation with BLM and in accordance with applicable environmental law, address UXO as it determines

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)



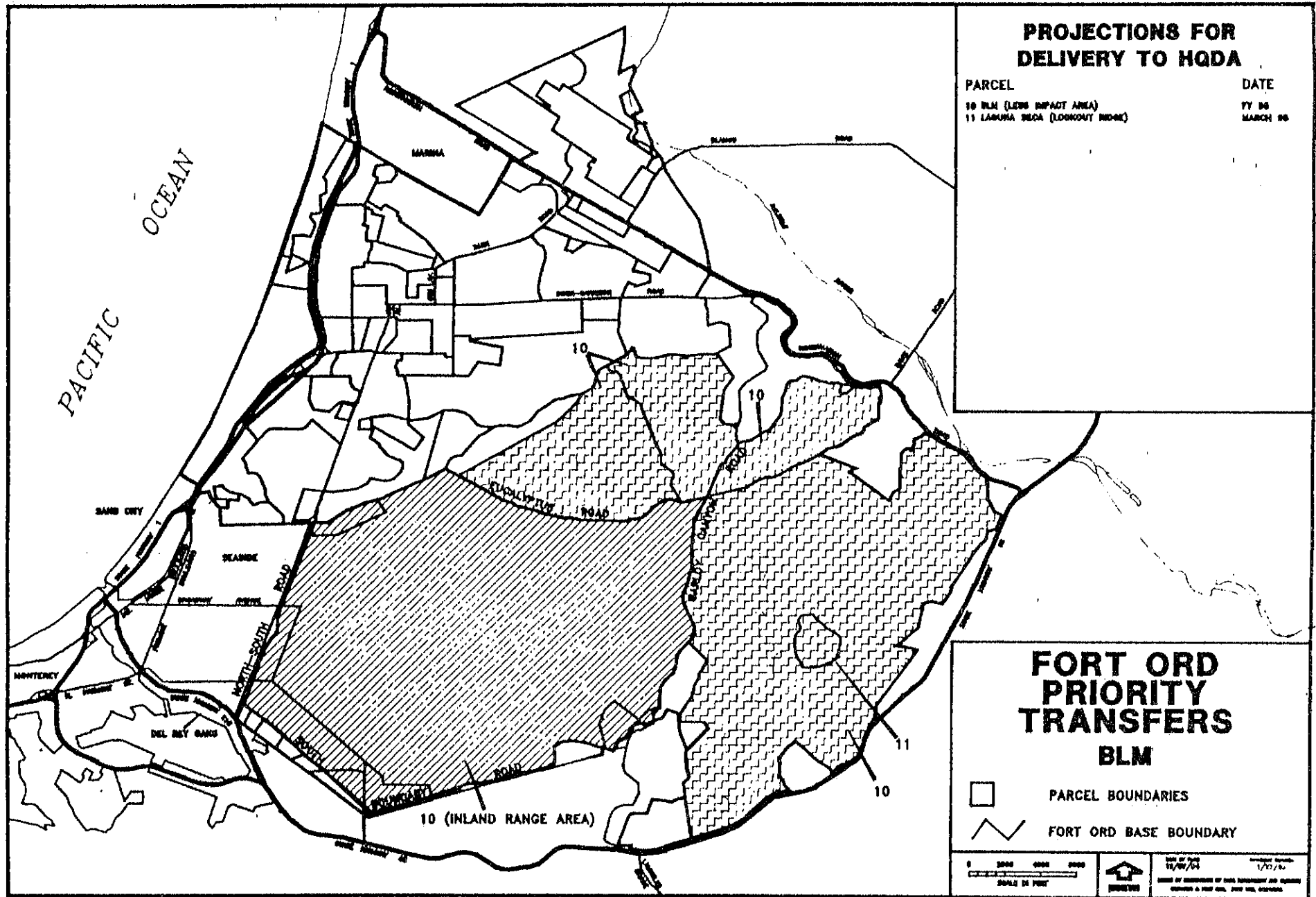
Ed Haste

State Director, California  
Bureau of Land Management

(date) 22 MAR 1995

(date) 4/19/95

Appx. 2 A



**PROJECTIONS FOR  
DELIVERY TO HQDA**

PARCEL	DATE
10 BLM (LENS IMPACT AREA)	FY 80
11 LABURNO SECCA (LOOKOUT RIDGE)	MARCH 80

**FORT ORD  
PRIORITY  
TRANSFERS  
BLM**

- PARCEL BOUNDARIES
- FORT ORD BASE BOUNDARY

0 2000 4000 6000  
SCALE IN FEET



DATE OF PLAN  
12/29/79  
SCALE DENOMINATION  
1/20,000  
U.S. DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
SAN DIEGO DISTRICT OFFICE

**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



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

APPENDIX B  
 Fort Ord Transfer MOU  
 Outgrants Within BLM Parcel - Issued Prior to Army Ownership

<u>Outgrant Number:</u>	<u>Type of Outgrant:</u>	<u>Grantee:</u>	<u>Description:</u>
Jacks Corporation	Encumbrance	Coalinga Oil Company	Right to construct and maintain pipe lines and telegraph/telephone lines
Jacks Corporation	R/W	Monterey County Gas and Electric Company	60 ft wide R/W
Catalina Fields	Easement	PT&T	Telephone/telegraph pole line

8 Dec 94

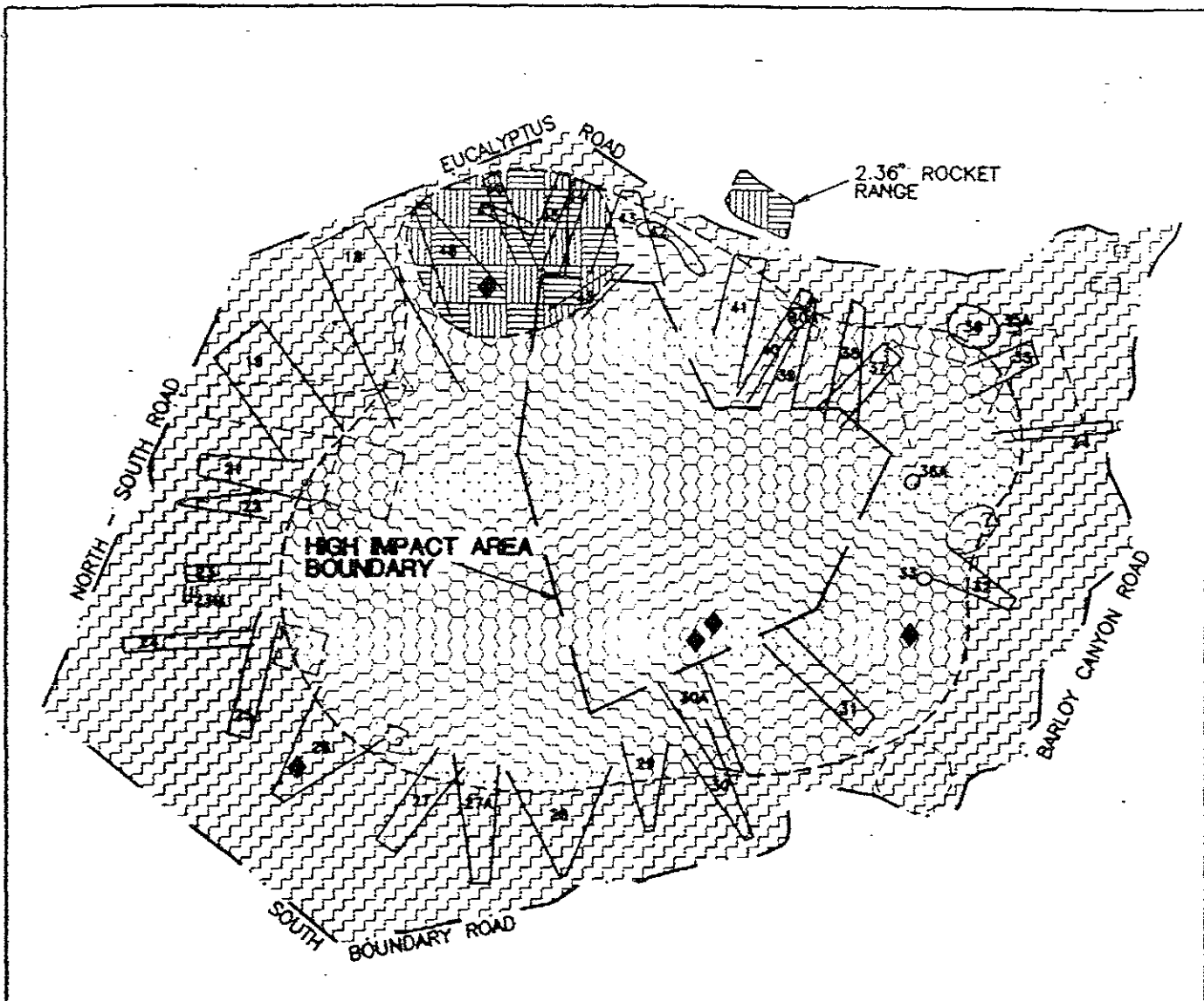
APPENDIX C

FORT ORD TRANSFER MOU



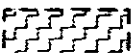

PROPOSED TRANSFER OF EQUIPMENT

<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



DRAWN  
AED

JOB NUMBER  
23366 04341

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

APPROVED  
*BLW*

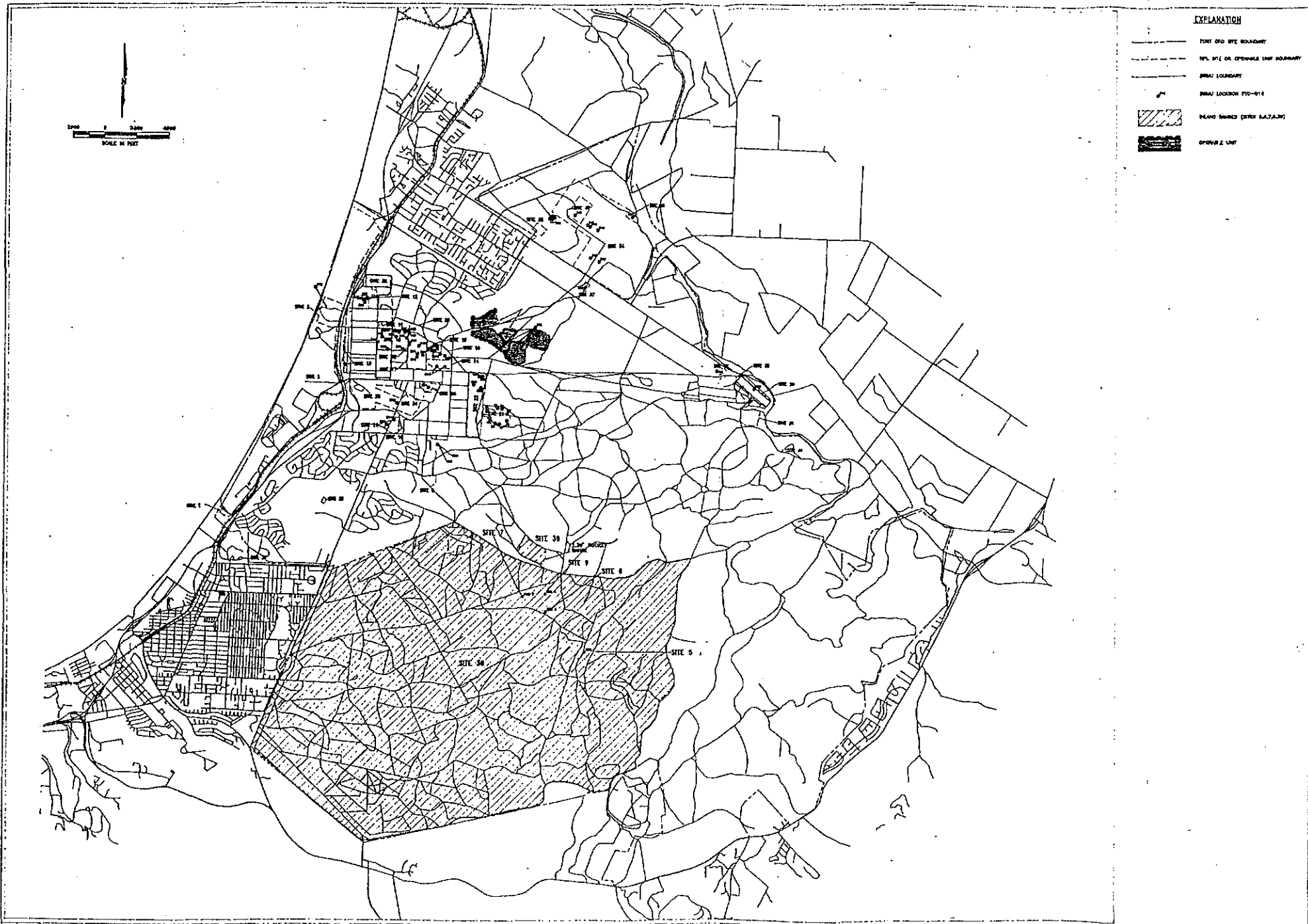
DATE

REVISED DATE  
7/94

PLATE

**18**

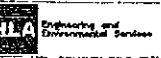
8236  
1994



**EXPLANATION**

	FORT ORD SITE BOUNDARY
	NPL SITE OR OPURABLE UNIT BOUNDARY
	IRMAI BOUNDARY
	IRMAI LOCKBOX FID-014
	HATCHED AREA (SITE 14, 24, 25)
	OPURABLE UNIT

NO.	DATE	REVISION	DESIGNER	CHECKED	APPROVED	SCALE	BY
1	1/27/82	INITIAL	32202101	32202111			
2	1/27/82	REVISED	32202101	32202111			



Volume I - Background and Executive Summary  
 Baseline RI/FS  
 Fort Ord, California

Fort Ord NPL Site  
 and Operta