



REPLY TO  
ATTENTION OF

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

May 15, 1997

Management & Disposal Branch

SUBJECT: Presidio of Monterey, California; Right of Entry No. DACA05-9-97-570

City Manager  
City of Monterey  
Attention: Mr. F. Meurer  
City Hall  
Monterey, California 939490

Dear Mr. Meurer:

We have received and, in principle, hereby approve a right-of-entry (ROE) request granting the City of Monterey, California (City) permission to construct, operate, and maintain three ballfields, a running track, and a soccer field, at the Presidio of Monterey, California, in the area known as "Soldier Field (the premises)."

You are hereby authorized to enter onto the premises for the above stated purpose of developing Soldier Field in accordance with the terms and conditions as set forth in the enclosed license (Encl 1). Occupation and use of the premises is subject to the following:

a. You agree to accept the terms and conditions of the proposed license attached as Exhibit "A", and made a part hereof, and to be bound by the provisions of the license pending its execution.

b. Prior to your entering the premises, you will provide a copy of your insurance policy or certificate of self-insurance in the amounts specified in Exhibit "A," Condition No. 19 to the Installation Commander and the District Engineer.

c. Because of the requirement to proceed in advance of execution, and delivery of the license, you agree to accept and be bound in the formal instrument by such other special conditions which the Government may determine and incorporate therein as are reasonable and proper to protect its interests including such other requirements as it may specify.

d. This Right-of-Entry shall terminate upon the effective date of the formal license, or it may be sooner relinquished by you or revoked by the United States upon notice thereof in writing. In the event you refuse to sign or accept the license, as finally approved by the Government, this ROE shall be considered revoked and you shall immediately vacate the property.

e. Any damages occurring to Government property as a result of your entry thereon or your use thereof will promptly be corrected at no cost to the United States and to the satisfaction of the officer having immediate jurisdiction over the premises or his authorized representatives, hereinafter referred to as the "said officer."

f. Your entry and activities on the premises shall be coordinated with and subject to the approval of the said officer.

g. The United States shall not be responsible for damages to property which arise from or are incident to the exercise of the privileges herein granted. The United States shall be held harmless for any and all such claims.

h. All approved work shall be accomplished at no cost to the United States, and the City shall pay for all utilities and other services furnished by the United States.

i. During any period or periods of occupancy, you agree to take all steps necessary and proper at the site to ensure the safety of the public.

This Right-of-Entry will become effective when we receive the City of Monterey's unqualified acceptance of the above terms and conditions as evidenced by signature of the City's authorized person with date in the space provided below. Please furnish a certification from your governing board that the official signing is authorized to obligate the City of Monterey, California in this matter.

The courtesy copy of this letter may be retained for your interim records. Please contact Ms. Joy Gipson-Taylor at (916) 557-7251 or -6815 if we can be of further assistance.

Sincerely,


Sharon Caine  
Acting Chief, Real Estate Division

Enclosures

The terms and conditions stated above are hereby accepted.

DATE: \_\_\_\_\_

APPROVED BY:



City Attorney's Office

BY: 

TITLE: City Manager