

Stephen L. Vagnini
Monterey County Recorder
Recorded at the request of
Stewart Title

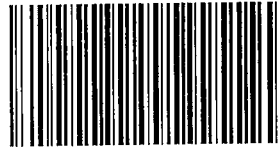
RALICIA
7/26/2007
8:00:00

WHEN RECORDED MAIL TO:

County of Monterey
168 W. Alisal St., 3rd Floor
Salinas, CA 93901
Attn: Nick Nichols

DOCUMENT: **2007058700**

Titles: 1/ Pages: 344



Fees....
Taxes...
Other...
AMT PAID

THIS SPACE FOR RECORDER'S USE ONLY

Documentary Transfer Tax \$ EXEMPT – Transfer to Governmental Agency

____ Computed on Full Value of Property conveyed

____ or Computed on Full Value less liens and
encumbrances remaining at time of sale.

As declared by the Undersigned.

TITLE(S) OF DOCUMENT

**QUITCLAIM DEED FOR PARCEL E8a.1.4, and E8a.1.5
FORMER FORT ORD, MONTEREY, CALIFORNIA
(Fort Ord Reuse Authority to the Redevelopment Agency of the
County of Monterey)**

1
2 WHEN RECORDED RETURN TO:
3
4 _____
5 _____
6 _____
7 _____
8
9

RECORDER STAMP

10
11 **QUITCLAIM DEED FOR PARCELS E8a.1.4, and E8a.1.5**
12 **FORMER FORT ORD, MONTEREY, CALIFORNIA**
13 **(Fort Ord Reuse Authority to the Redevelopment Agency of the County of Monterey)**
14

15
16 THIS QUITCLAIM DEED ("Deed") is made as of the 18th day of MAY 2007,
17 among the **FORT ORD REUSE AUTHORITY (the "Grantor")**, created under Title 7.85 of
18 the California Government Code, Chapters 1 through 7, inclusive, commencing with Section
19 67650, *et seq.*, and selected provisions of the California Redevelopment Law, including Division
20 24 of the California Health and Safety Code, Part 1, Chapter 4.5, Article 1, commencing with
21 Section 33492, *et seq.*, and Article 4, commencing with Section 33492.70, *et seq.*, and
22 recognized as the Local Redevelopment Authority for the former Fort Ord Army Base,
23 California, by the Office of Economic Adjustment on behalf of the Secretary of Defense, and the
24 **REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY (the "Grantee")**.
25

26 **WHEREAS**, The United States of America ("Government") was the owner of certain real
27 property, improvements and other rights appurtenant thereto together with all personal property
28 thereon, located on the former Fort Ord, Monterey County, California, which was utilized as a
29 military installation;
30

31 **WHEREAS**, The military installation at Fort Ord was closed pursuant to and in
32 accordance with the Defense Base Closure and Realignment Act of 1990, as amended (Public
33 Law 101-510; 10 U.S.C. § 2687 note);
34

35 **WHEREAS**, section 2859 of the National Defense Authorization Act for Fiscal Year
36 1996, (Public Law 104-106), authorized the Government to sell portions of the former Fort Ord
37 to the **Grantor** as surplus property;
38

39 **WHEREAS**, the **Grantor** and the Government entered into the Memorandum of
40 Agreement Between the United States of America Acting By and Through the Secretary of the
41 Army, United States Department of the Army and the Fort Ord Reuse Authority For the Sale of
42 Portions of the former Fort Ord, California, dated the 20th day of June 2000, ("MOA") and MOA
43 Amendment No. 1, dated the 23rd day of October 2001, which sets forth the specific terms and
44 conditions of the sale of portions of the former Fort Ord located in Monterey County, California;

QUITCLAIM DEED TO MONTEREY FOR Parcels E8a.1.4, and E8a.1.5

1
2 WHEREAS, pursuant to the MOA, the Government conveyed the parcels known as
3 Parcels E8a.1.4, and E8a.1.5 on the former Fort Ord by quitclaim deed to the **Grantor** on May 9,
4 2006 ("Government Deed");

5
6 WHEREAS, the **Grantor** and the County of Monterey, on behalf of **Grantee**, have entered
7 into the Implementation Agreement dated May 8, 2001 and recorded in the Office of the Monterey
8 County Recorder as Document: 2001088380 ("Implementation Agreement"), which sets forth the
9 specific terms and conditions upon which the **Grantor** agrees to convey and the **Grantee** agrees to
10 accept title to the Parcels E8a.1.4, and E8a.1.5.

11
12 WITNESSETH
13

14 The **Grantor**, for and in consideration of the sum of one dollar (\$1.00) plus other good and
15 valuable consideration, the receipt and sufficiency of which are hereby acknowledged, releases
16 and quitclaims to the **Grantee**, its successors and assigns forever, all such interest, right, title,
17 and claim as the **Grantor** has in and to Parcels E8a.1.4, and E8a.1.5 consisting of approximately
18 51.2 acres ("Property") and buildings, more particularly described in Exhibits "A" attached
19 hereto and made a part hereof, and including the following:

20
21 A. All buildings, facilities, roadways, and other improvements, including the storm
22 drainage systems and the telephone system infrastructure, and any other improvements thereon,
23

24 B. All appurtenant easements and other rights appurtenant thereto, permits, licenses, and
25 privileges not otherwise excluded herein, and
26

27 C. All hereditaments and tenements therein and reversions, remainders, issues, profits,
28 privileges and other rights belonging or related thereto.
29

30 **Grantee** covenants for itself, its successors, and assigns and every successor in interest to
31 the Property, or any part thereof, that **Grantee** and such successors and assigns shall comply with
32 all provisions of the Implementation Agreement as if the **Grantee** were the referenced
33 Jurisdiction under the Implementation Agreement and specifically agrees to comply with the
34 Deed Restrictions and Covenants set forth in Exhibit F of the Implementation Agreement as if
35 such Deed Restrictions and Covenants were separately recorded prior to the recordation of this
36 Deed.
37

38 The Government Deed conveying the Property to the **Grantor** was recorded prior to the
39 recordation of this Deed. In its transfer of the Property to the **Grantor**, the Government provided
40 certain information regarding the environmental condition of the Property. The **Grantor** has no
41 knowledge regarding the accuracy or adequacy of such information.
42

QUITCLAIM DEED TO MONTEREY FOR Parcels E8a.1.4, and E8a.1.5

1 The italicized information below is copied verbatim (except as discussed below) from the
2 Government deed conveying the Property to the **Grantor**. The **Grantee** hereby acknowledges
3 and assumes all responsibilities with regard to the Property placed upon the **Grantor** under the
4 terms of the aforesaid Government deed to **Grantor** and **Grantor** grants to **Grantee** all benefits
5 with regard to the Property under the terms of the aforesaid Government deed. Sections VIII,
6 VI.C, IX, XI, and XV of the Government deed are not applicable to the Property and are omitted
7 from the verbatim information below. The Government Deed conveying the Property to FORA
8 includes, in addition to the Property, other parcels which are not a part of the Property but were
9 conveyed to Grantor under the Government Deed and appear in the verbatim italicized language
10 from the Government Deed. For clarification, those other parcels are shown in brackets to
11 indicate that they are not part of the Property conveyed by this Deed. Within the italicized
12 information only, the term "Grantor" shall mean the Government, and the term "Grantee" shall
13 mean the Fort Ord Reuse Authority ("FORA"); to avoid confusion, the words "the Government"
14 have been added in parenthesis after the word "Grantor", and "FORA" has been added in
15 parenthesis after the word "Grantee".
16

17 **II. EXCLUSIONS AND RESERVATIONS**

18
19 *This conveyance is made subject to the following **EXCLUSIONS and***
20 ***RESERVATIONS:***

21
22 *A. The Property is taken by the Grantee ("FORA") subject to any and all*
23 *valid and existing recorded outstanding liens, leases, easements, and any other*
24 *encumbrances made for the purpose of roads, streets, utility systems, rights-of-*
25 *way, pipelines, and/or covenants, exceptions, interests, liens, reservations, and*
26 *agreements of record, and any unrecorded leases, easements and any other*
27 *encumbrances made for the purpose of roads, streets, utility systems, rights-of-*
28 *way, pipelines, and/or covenants, exceptions, interests, reservations and*
29 *agreements of record between Grantor ("the Government") and other*
30 *government entities.*

31
32 *B. The Grantor ("the Government") reserves a perpetual unassignable*
33 *right to enter the Property for the specific purpose of treating or removing any*
34 *unexploded shells, mines, bombs, or other such devices deposited or caused by the*
35 *Grantor ("the Government").*

36
37 *C. Access to USA Media Group, LLC, or its successor in interest, to TV*
38 *cable lines is reserved until expiration of its existing franchise agreement,*
39 *November 19, 2005.*

40
41 *D. The reserved rights and easements set forth in this section are subject*
42 *to the following terms and conditions:*

QUITCLAIM DEED TO MONTEREY FOR Parcels E8a.1.4, and E8a.1.5

1
2 (1) to comply with all applicable Federal law and lawful existing
3 regulations;

4
5 (2) to allow the occupancy and use by the Grantee ("FORA"), its
6 successors, assigns, permittees, or lessees of any part of the easement areas not
7 actually occupied or required for the purpose of the full and safe utilization
8 thereof by the Grantor ("the Government"), so long as such occupancy and use
9 does not compromise the ability of the Grantor ("the Government") to use the
10 easements for their intended purposes, as set forth herein;

11
12 (3) that the easements granted shall be for the specific use
13 described and may not be construed to include the further right to authorize any
14 other use within the easements unless approved in writing by the fee holder of the
15 land subject to the easement;

16
17 (4) that any transfer of the easements by assignment, lease,
18 operating agreement, or otherwise must include language that the transferee
19 agrees to comply with and be bound by the terms and conditions of the original
20 grant;

21
22 (5) that, unless otherwise provided, no interest granted shall give
23 the Grantor ("the Government") any right to remove any material, earth, or stone
24 for consideration or other purpose except as necessary in exercising its rights
25 hereunder; and

26
27 (6) to restore any easement area so far as it is reasonably possible
28 to do so upon abandonment or release of any easement as provided herein, unless
29 this requirement is waived in writing by the then owner of the Property.

30
31 E. Grantor ("the Government") reserves mineral rights that Grantor
32 ("the Government") owns with the right of surface entry in a manner that does
33 not unreasonably interfere with Grantee's ("FORA") development and quiet
34 enjoyment of the Property.

35
36 **TO HAVE AND TO HOLD** the Property unto the Grantee ("FORA") and
37 its successors and assigns forever, provided that this Deed is made and accepted
38 upon each of the following notices, covenants, restrictions, and conditions which
39 shall be binding upon and enforceable against the Grantee ("FORA"), its
40 successors and assigns, in perpetuity, as follows:

41
42 **III. "AS IS, WHERE IS"**

QUITCLAIM DEED TO MONTEREY FOR Parcels E8a.1.4, and E8a.1.5

1
2 *The Property is conveyed in an "As Is, Where Is" condition without any*
3 *representation, warranty or guarantee, except as otherwise stated herein, by the*
4 *Grantor ("the Government") as to quantity, quality, title, character, condition,*
5 *size, or kind, or that the same is in condition or fit to be used for the purpose for*
6 *which intended, and no claim for allowance or deduction upon such grounds will*
7 *be considered. There is no obligation on the part of the Grantor ("the*
8 *Government") to make any alterations, repairs, or additions, and said Grantor*
9 *("the Government") shall not be liable for any latent or patent defects in the*
10 *Property. This section shall not affect the Grantor's ("the Government")*
11 *responsibility under **CERCLA COVENANTS, NOTICE, AND***
12 ***ENVIRONMENTAL REMEDIATION** and under **INDEMNITY** herein.*

13
14 **IV. FEDERAL FACILITIES AGREEMENT ("FFA")**

15
16 *The Grantor ("the Government") acknowledges that former Fort Ord has been*
17 *identified as a National Priority List ("NPL") Site under CERCLA. The Grantee*
18 *("FORA") acknowledges that the Grantor ("the Government") has provided it*
19 *with a copy of the FFA entered into by the EPA Region IX, the State of California,*
20 *and the United States Department of the Army, effective on February 1990, and*
21 *will provide the Grantee ("FORA") with a copy of any amendments thereto. The*
22 *Grantee ("FORA") agrees that should any conflict arise between the terms of the*
23 *FFA as they presently exist or may be amended, and the provisions of this*
24 *Property transfer, the terms of the FFA will take precedence. The Grantee*
25 *("FORA") further agrees that notwithstanding any other provisions of the*
26 *Property transfer, the Grantor ("the Government") assumes no liability to the*
27 *Grantee ("FORA"), should implementation of the FFA interfere with their use of*
28 *the Property. Grantor ("the Government") shall give Grantee ("FORA")*
29 *reasonable notice of its action required by the FFA and use all reasonable means*
30 *to the extent practicable to avoid and/or minimize interference with Grantee's*
31 *("FORA"), its successors or assigns' use of the Property. The Grantee*
32 *("FORA"), or any subsequent transferee, shall have no claim on account of any*
33 *such interference against the Grantor ("the Government") or any officer, agent,*
34 *employee or contractor thereof. Grantor ("the Government") agrees to use its*
35 *best efforts to ensure that any amendment to the FFA will not be inconsistent or*
36 *incompatible with the Grantee's ("FORA") use of the Property and to provide*
37 *Grantee ("FORA") with a copy of any amendments to the FFA.*

38
39 **V. NOTICE OF HAZARDOUS SUBSTANCE STORAGE**

40
41 *The following is applicable to Parcels [E11b.3, Ellb.4, E2e.2, E8a.1.2,*
42 *E8a.1.3], E8a.1.4, E8a.1.5, [L20.10.1.1, L23.3.1, and L23.3.2.1]:*

QUITCLAIM DEED TO MONTEREY FOR Parcels E8a.1.4, and E8a.1.5

1
2 The Grantor ("the Government") hereby notifies the Grantee ("FORA")
3 of the former storage release, or disposal of hazardous substances on the
4 applicable parcels. The items typically stored on the applicable parcels are listed
5 in Table 4 of the Finding of Suitability for Transfer ("FOST") attached hereto
6 and made a part hereof as Exhibit "C". The information regarding this storage
7 indicates that it was conducted in a manner that would not pose a threat to human
8 health and the environment. This notice is given pursuant to CERCLA and no
9 additional action is necessary under CERCLA to protect human health and the
10 environment.

11
12 **VI. CERCLA COVENANTS, NOTICE, AND ENVIRONMENTAL**
13 **REMEDATION**

14
15 A. Pursuant to Section 120(h) of CERCLA, 42 U.S.C. § 9601, et seq., the
16 FOST, and an environmental baseline survey ("EBS") known as Community
17 Environmental Response Facilitation Act report, which is referenced in the FOST,
18 sets forth the environmental condition of the Property. The FOST sets forth the
19 basis for the Grantor's ("the Government") determination that the Property is
20 suitable for transfer. The Grantee ("FORA") is hereby made aware of the
21 notifications contained in the EBS and the FOST. The Grantee ("FORA") has
22 inspected the Property and accepts the physical condition and current level of
23 known environmental hazards on the Property and deems the Property to be safe
24 for the Grantee's ("FORA") intended use. The Grantor ("the Government")
25 represents that the Property is environmentally suitable for transfer to Grantee
26 ("FORA") for the purposes identified in the Final Fort Ord Base Reuse Plan
27 dated December 12, 1994, as amended on June 13, 1997, as approved by the Fort
28 Ord Reuse Authority. If, after conveyance of the Property to Grantee ("FORA"),
29 there is an actual or threatened release of a hazardous substance on the Property,
30 or in the event that a hazardous substance is discovered on the Property after the
31 date of the conveyance, whether or not such substance was set forth in the
32 technical environmental reports, including the EBS, Grantee ("FORA") or its
33 successor or assigns shall be responsible for such release or newly discovered
34 substance unless such release or such newly discovered substance was due to
35 Grantor's ("the Government") activities, ownership, use, presence on, or
36 occupation of the Property, or the activities of Grantor's ("the Government")
37 contractors and/or agents. Grantee ("FORA"), its successors and assigns, as
38 consideration for the conveyance, agrees to release Grantor ("the Government")
39 from any liability or responsibility for any claims arising out of or in any way
40 predicated on release of any hazardous substance on the Property occurring after
41 the conveyance, where such hazardous substance was placed on the property by

QUITCLAIM DEED TO MONTEREY FOR Parcels E8a.1.4; and E8a.1.5

1 *the Grantee ("FORA"), or its agents or contractors, after the conveyance to the*
2 *Grantee ("FORA").*

3
4 *B. The following is applicable to Parcels [E11b.3, E11b.4, E2e.2,*
5 *E8a.1.2, E8a.1.3], E8a.1.4, E8a.1.5, [L20.10.1.1, L20.19.2, L20.21.1, L20.21.2,*
6 *L20.22, L23.3.1, L23.3.2.1, and L32.4.2]:*

7
8 *(1) Pursuant to Section 120(h)(3) of CERCLA, the Grantor ("the*
9 *Government") hereby notifies the Grantee ("FORA"), its successors and assigns,*
10 *of the storage, release, and disposal of hazardous substances on the applicable*
11 *parcels.*

12 *(a) The Grantor ("the Government") hereby covenants that*
13 *prior to the date of this conveyance, all corrective, remedial and response actions*
14 *necessary to protect human health and the environment have been taken with*
15 *respect to the applicable parcels.*

16 *(b) The Grantor ("the Government") hereby covenants that*
17 *all corrective, remedial and response actions necessary to protect human health*
18 *and the environment with respect to any hazardous substances remaining on the*
19 *applicable parcels after the date of transfer shall be conducted by the Grantor*
20 *("the Government").*

21
22 *(2) The CERCLA warranty in Paragraph VI.B.(1) above shall not*
23 *apply in any case in which the person or entity to whom the applicable parcels*
24 *are transferred is a "potentially responsible party," as defined under CERCLA*
25 *Section 107(a)(2)-(4) with respect to such hazardous substances.*

26
27 *(3) Nothing in this Section is intended to, nor shall it be construed*
28 *to, alter, amend, increase or diminish the parties' rights, liabilities, and duties as*
29 *set forth more fully in Section 120(h) of CERCLA, 42 U.S.C. Section 9620(h).*

30
31
32 *D. The following is applicable to the Property:*

33
34 *(1) The Grantor ("the Government"), EPA, and DTSC, and their*
35 *officers, agents, employees, contractors, and subcontractors will have the right,*
36 *upon reasonable notice to the Grantee ("FORA"), to enter upon the Property in*
37 *any case in which a response or corrective action is found to be necessary, after*
38 *the date of transfer of the Property, or such access is necessary to carry out a*
39 *response action or corrective action on adjoining property at no cost to the*
40 *Grantor ("the Government"), including, without limitation, the following*
41 *activities:*

QUITCLAIM DEED TO MONTEREY FOR Parcels E8a.1.4, and E8a.1.5

1 (a) *To conduct investigations and surveys, including where*
2 *necessary, drilling, soil and water sampling, test-pitting, and other activities*
3 *related to the Fort Ord Installation Restoration Program ("IRP"), Ordnance and*
4 *Explosives ("OE") program, or FFA;*
5

6 (b) *To inspect field activities of the Army and its*
7 *contractors and subcontractors with regards to implementing the Fort Ord IRP,*
8 *OE program, or FFA;*
9

10 (c) *To conduct any test or survey related to the*
11 *implementation of the IRP by the EPA or the DTSC relating to the implementation*
12 *of the FFA or environmental conditions at Fort Ord or to verify any data*
13 *submitted to the EPA or the DTSC by the Government relating to such conditions;*
14

15 (d) *To construct, operate, maintain or undertake any other*
16 *investigation, corrective measure, response, or remedial action as required or*
17 *necessary under any Fort Ord FFA, Record of Decision ("ROD"), IRP or OE*
18 *program requirement, including, but not limited to monitoring wells, pumping*
19 *wells, and treatment facilities.*
20

21 (2) *In exercising this access easement, except in case of imminent*
22 *endangerment to human health or the environment, the Grantor ("the*
23 *Government") shall give the Grantee ("FORA"), or the then record owner,*
24 *reasonable prior notice. Grantee ("FORA") agrees that, notwithstanding any*
25 *other provisions of this Deed, the Grantor ("the Government") assumes no*
26 *liability to the Grantee ("FORA"), its successors or assigns, or any other person,*
27 *should remediation of the Property interfere with the use of the Property. The*
28 *Grantee ("FORA") shall not, through construction or operation/maintenance*
29 *activities, interfere with any remediation or response action conducted by the*
30 *Grantor ("the Government") under this paragraph. The Grantee ("FORA"), the*
31 *then record owner, and any other person shall have no claim against the Grantor*
32 *("the Government") or any of its officers, agents, employees or contractors solely*
33 *on account of any such interference resulting from such remediation.*
34

35 (3) *Without the express written consent of the Grantor ("the*
36 *Government") in each case first obtained, neither the Grantee ("FORA"), its*
37 *successors or assigns, nor any other person or entity acting for or on behalf of the*
38 *Grantee ("FORA"), its successors or assigns, shall interfere with any response*
39 *action being taken on the Property by or on behalf of the Grantor ("the*
40 *Government"), or interrupt, relocate, or otherwise interfere with any remediation*
41 *system now or in the future located, over, through, or across any portion of the*
42 *Property.*

QUITCLAIM DEED TO MONTEREY FOR Parcels E8a.1.4, and E8a.1.5

1
2 E. This notice is provided pursuant to CERCLA 120(h)(1) and (3). A
3 pump-and-treat groundwater remediation system for Operable Unit (“OU”) 2
4 (not located on the Property) is in place and shown to be operating effectively. A
5 Covenant to Restrict Use of Property (“CRUP”) within the “Groundwater
6 Protection Zone” has been established between the Grantor (“the Government”),
7 DTSC and the California Regional Water Quality Control Board, Central Coast
8 Region, and is recorded in the County of Monterey, California, on September 28,
9 2004, Series Number: 2004103512. Drilling of water wells or use or access to
10 groundwater beneath the Property, is prohibited without prior written approval
11 by the above parties as described in CRUP, except that such prohibition and the
12 CRUP do not apply to [Parcels L20.9 and L20.10.3] on the Property.

13 **VII. INDEMNITY**

14
15 The Grantor (“the Government”) recognizes its obligation to hold
16 harmless, defend, and indemnify the Grantee (“FORA”) and any successor,
17 assignee, transferee, lender, or lessee of the Grantee (“FORA”) or its successors
18 and assigns, as required and limited by Section 330 of Public Law 102-484, the
19 National Defense Authorization Act of 1993, as amended, (10 U.S.C. § 2687,
20 note) and to otherwise meet its obligations under Federal law.

21
22 **X. NOTICE OF THE POTENTIAL FOR THE PRESENCE OF PESTICIDES**
23 **AND COVENANT**

24
25 A. The Grantee (“FORA”) is hereby informed and does acknowledge that
26 pesticides may be present on the Property. To the best of Grantor’s (“the
27 Government”) knowledge, the presence of pesticides does not currently pose a
28 threat to human health or the environment, and the use and application of any
29 pesticide product by the Grantor (“the Government”) was in accordance with its
30 intended purpose, and in accordance with CERCLA § 107 (i), which states:

31
32 *“No person (including the Grantor (“the Government”) or any State or Indian*
33 *tribe) may recover under the authority of this section for any response costs or*
34 *damages resulting from the application of a pesticide product registered under*
35 *the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. § 136 et seq.).*
36 *Nothing in this paragraph shall affect or modify in any way the obligations or*
37 *liability of any person under any other provision of State or Federal law,*
38 *including common law, for damages, injury, or loss resulting from a release of*
39 *any hazardous substance or for removal or remedial action or the costs of*
40 *removal or remedial action of such hazardous substance.”*

QUITCLAIM DEED TO MONTEREY FOR Parcels E8a.1.4, and E8a.1.5

B. Upon request, the Grantor ("the Government") agrees to furnish to the Grantee ("FORA") any and all records in its possession related to the use of the pesticides necessary for the continued compliance by the Grantee ("FORA") with applicable laws and regulations related to the use of pesticides.

C. The Grantee ("FORA") covenants and agrees that its possession, potential use and continued management of the Property, including any demolition of structures, will be in compliance with all applicable laws relating to hazardous substance/pesticides and hazardous wastes.

XII. NOTICE OF THE PRESENCE OF CONTAMINATED GROUNDWATER

A. The groundwater beneath portions of the Property is contaminated with volatile organic compounds ("VOCs"), primarily trichloroethene ("TCE"). The maximum TCE concentration in the groundwater beneath [Parcel E2b.2.1], which is not a part of this Deed, is 280 micrograms per liter (September 2001) as measured in the groundwater extraction Well EW-12-02-180M. The maximum concentrations of the chemicals of concern (associated with the OU2 and Sites 2/12 groundwater plumes) detected in the groundwater monitoring wells on the property (September 2001) are listed below. The quantity released of these compounds is unknown. The OU2 and Sites 2/12 groundwater aquifer cleanup levels ("ACLs"), presented in the OU2 and Basewide Remedial Investigation Sites Record of Decision ("RODs"), are provided for comparison.

Chemicals of Concern in Groundwater
(OU 2, Sites 2/12, and Carbon Tetrachloride Plume)
and Aquifer Cleanup Levels

Chemical Name	Regulatory Synonym	CASRN*	RCRA Waste Number	Concentrations (µg/L)	ACL
Benzene	Benzol	71432	U019	4.7	1.0
Carbon Tetrachloride	Methane, tetrachloro-	56235	U211	6.4	0.5
Chloroform	Methane, trichloro-	67663	U044	5.6	2.0
1,1-Dichloroethane	Ethane, 1, 1-dichloro-	75343	U076	48	5.0
1,2-Dichloroethane	Ethane, 1,2-dichloro-	107062	U077	6.7	0.5
1,1-Dichloroethene	Ethene, 1,1-dichloro-	75354	U078	3.3	6.0
Cis-1, 2-Dichloroethene	Ethene, 1,2-dichloro(E)	156605	U079	130	6.0
1,2-Dichloropropane	Propane, 1,2-dichloro-	78875	U083	1.7	1.0
Total 1,3-Dichloropropene	Propene, 1,3-dichloro-	542756	--	ND	0.5
Methylene Chloride	Methane, dichloro-	75092	U080	110	5.0
Tetrachloroethene	Ethene, tetrachloro-	127184	U210	23	3.0
Trichloroethene	Ethene, trichloro-	79016	U228	280	5.0
Vinyl chloride	Ethene, chloro-	75014	U043	1.3	0.1

*Chemical Abstract Services Registry Number

B. A recorded Covenant to Restrict Use of Property ("CRUP") within the "Groundwater Protection Zone" has been established between the Grantor ("the

QUITCLAIM DEED TO MONTEREY FOR Parcels E8a.1.4, and E8a.1.5

1 *Government”), DTSC, and the California Regional Water Quality Control Board,*
2 *Central Coast Region.*

3
4 *C. The Grantee (“FORA”) covenants for itself, its successors, and*
5 *assigns not to: access or use groundwater underlying the Property, excluding*
6 *[Parcels L20.9 and L20.10.3], for any purpose. For the purpose of this*
7 *restriction, “groundwater” shall have the same meaning as in section 101(12) of*
8 *CERCLA. The Grantee (“FORA”), for itself, its successors or assigns covenants*
9 *that it will not undertake nor allow any activity on or use of the Property that*
10 *would violate the restrictions contained herein. These restrictions and covenants*
11 *are binding on the Grantee (“FORA”), its successors and assigns; shall run with*
12 *the land; and are forever enforceable by the parties identified in Section XII.D.*

13
14 *D. The restrictions and conditions stated in Section XII.C benefit the*
15 *public in general and the territory surrounding the property, including lands*
16 *retained by the Grantor (“the Government”), and, therefore, are enforceable by*
17 *the Grantor (“the Government”) and the State of California. The Grantee*
18 *(“FORA”) covenants for itself, its successors, and assigns that it shall include*
19 *and otherwise make legally binding, the restrictions in Section XII.C in all*
20 *subsequent lease, transfer or conveyance documents relating to the Property*
21 *subject hereto.*

22
23 *E. The Grantor (“the Government”) and its representatives shall, for all*
24 *time, have access to the Property for the purpose of installing and/or removing*
25 *groundwater monitoring wells, and to perform continued monitoring of*
26 *groundwater conditions, allowing chemical and/or physical testing of wells to*
27 *evaluate water quality and/or aquifer characteristics. The Property owner shall*
28 *allow ingress and egress of all equipment necessary to accomplish the same.*

29
30 **XIII. NOTICE OF THE POTENTIAL FOR THE PRESENCE OF**
31 **ORDNANCE AND EXPLOSIVES**

32
33 *A. Ordnance and explosives (“OE”) investigations indicate that it is not*
34 *likely that OE is located within the Property. All parcels on the Property lie on*
35 *property identified as non-OE areas, or areas at the former Fort Ord that contain*
36 *no evidence of OE. However, there is a potential for OE to be present because OE*
37 *was used throughout the history of Fort Ord. In the event the Grantee (“FORA”),*
38 *its successors, and assigns, should discover any ordnance on the Property, they*
39 *shall not attempt to remove or destroy it, but shall immediately complete*
40 *Section A of the Ordnance and Explosives Incident Reporting Form, fax the form*
41 *to the Presidio of Monterey Police Department at (831) 242-7740 and notify the*
42 *Presidio of Monterey Police Department via telephone at (831) 242-7851 and*

QUITCLAIM DEED TO MONTEREY FOR Parcels E8a.1.4; and E8a.1.5

1 *competent Grantor ("the Government") or Grantor ("the Government")-*
2 *designated explosive ordnance personnel will promptly be dispatched to dispose*
3 *of such ordnance at no expense to the Grantee ("FORA"). The Grantee*
4 *("FORA") hereby acknowledges receipt of the "Ordnance and Explosives Safety*
5 *Alert" pamphlet and the Ordnance and Explosives Incident Reporting Form.*

6
7 *B. In addition, the Army offers OE familiarization training to anyone*
8 *conducting ground disturbance activities (digging holes, excavating trenches,*
9 *repairing underground utilities, etc.) at the former Ford Ord. The OE Safety*
10 *Specialist conducts a thirty-minute training session. This training session*
11 *includes a lecture on what OE might be found, the procedure to follow if*
12 *something is found and "Safety Alert" brochures are also distributed. To*
13 *schedule this training, please contact the Directorate of Environmental and*
14 *Natural Resources at (831) 242-7919.*

15
16 *C. The Grantor ("the Government") reserves the right to conduct any*
17 *remedial action and/or investigation that the Army is responsible for, as required*
18 *or necessary as a result of the ongoing OE Remedial Investigation/Feasibility*
19 *Study.*

20 21 **XIV. ENDANGERED SPECIES**

22
23 *The Grantee ("FORA"), its successors or assigns shall comply with the*
24 *requirements, if any and if applicable, of the Fort Ord Installation-Wide Multi-*
25 *species Habitat Management Plan ("HMP") for Former Fort Ord, California.*

26 *A. The Property is within HMP Development Areas. No resource*
27 *conservation requirements are associated with the HMP for this Property.*
28 *However, small pockets of habitat may be preserved within and around the*
29 *Property.*

30
31 *B. The Biological Opinion identifies sensitive biological resources that*
32 *may be salvaged for use in restoration activities within reserve areas, and allows*
33 *for development of the Property.*

34
35 *C. The HMP does not exempt the Grantee ("FORA") from complying*
36 *with environmental regulations enforced by Federal, State, or local agencies.*
37 *These regulations could include obtaining the Endangered Species Act ("ESA")*
38 *(16 U.S.C. § 1531-1544 et seq.) Section 7 or Section 10(a) permits from the U.S.*
39 *Fish and Wildlife Service ("USFWS"); complying with prohibitions against the*
40 *taking of listed animals under ESA Section 9, complying with prohibitions against*
41 *the removal of listed plants occurring on Federal lands or the destruction of listed*

QUITCLAIM DEED TO MONTEREY FOR Parcels E8a.1.4, and E8a.1.5

1 *plants in violation of any State laws; complying with measures for conservation of*
2 *State-listed threatened and endangered species and other special-status species*
3 *recognized by California Department of Fish and Game (“DFG”) under the*
4 *California ESA, or California Environmental Quality Act (“CEQA”); and*
5 *complying with local land use regulations and restrictions.*

6
7 *D. The HMP serves as a management plan for both listed and candidate*
8 *species, and is a prelisting agreement between the USFWS and the local*
9 *jurisdiction for candidate species that may need to be listed because of*
10 *circumstances occurring outside the area covered by the HMP.*

11
12 *E. Implementation of the HMP would be considered suitable mitigation*
13 *for impacts to HMP species within HMP prevalent areas and would facilitate the*
14 *USFWS procedures to authorize the incidental taking of these species by*
15 *participating entities under ESA Section 7 or Section 10. No further mitigation*
16 *will be required to allow development on the Property unless species other than*
17 *the HMP target species are proposed for listing or are listed.*

18
19 *F. The HMP does not authorize the incidental taking of any species listed*
20 *as threatened or endangered under the ESA by entities acquiring land at the*
21 *former Fort Ord. The USFWS has recommended that all non-federal entities*
22 *acquiring land at former Fort Ord apply for ESA Section 10(a)(1)(B) incidental*
23 *taking permits for the species covered in the HMP. The definition of “take”*
24 *under the ESA includes to harass, harm, hunt, shoot, wound, kill, trap, capture, or*
25 *collect, or attempt to engage in any such conduct. Although the USFWS will not*
26 *require further mitigation from entities that are in conformance with the HMP,*
27 *those entities without incidental taking authorization would be in violation of the*
28 *ESA if any of their actions resulted in the taking of a listed animal species. To*
29 *apply for a Section 10(a)(1)(B) incidental taking permit, an entity must submit an*
30 *application form (Form 3-200), a complete description of the activity sought to be*
31 *authorized, the common and scientific names of the species sought to be covered*
32 *by the permit, and a conservation plan (50 CFR 17.22[b]).*

33
34 *G. The Grantee (“FORA”) acknowledges that it has read the HMP dated*
35 *April 1997, and will cooperate with adjacent property owners in implementing*
36 *mitigation requirements identified in the HMP for adjacent sensitive habitat*
37 *areas.*

38 39 **XVI. NOTICE OF THE PRESENCE OF THE FORT ORD LANDFILL**

40
41 *The following is applicable to Parcels [E8a.1.2, E8a.1.3], E8a.1.4, and*
42 *E8a.1.5:*

QUITCLAIM DEED TO MONTEREY FOR Parcels E8a.1.4, and E8a.1.5

1
2 Portions of the applicable parcels are located within 1000 feet of the Fort
3 Ord OU 2 Landfill. In order to evaluate methane levels in soil adjacent to the OU
4 2 landfill, monitoring probes were installed within the landfill and around the
5 landfill perimeter. The probes were placed at spacing of 1,000 feet or less.
6 Methane concentrations generally exceed the California Integrated Waste
7 Management Board ("CIWMB") standard of 5% by volume in probes located
8 within the landfill fence. However, the methane concentrations do not exceed the
9 5% limit at the applicable parcel boundaries, with the exception of areas on the
10 eastern side bordering property that is not included in this Deed. The Army has
11 implemented a gas collection and treatment system along the eastern side of the
12 landfill adjacent to the existing housing. In order to decrease the potential for
13 landfill gas migration to surrounding property a buffer was added extending 100
14 feet beyond the perimeter fencing. Future landowners should refer to Title 27,
15 Section 21190 of the California Code, which identifies protective measures for
16 structures built within 1,000 feet of a landfill.

17
18 This section shall not affect the Grantor's responsibility under **CERCLA**
19 **COVENANTS, NOTICE, AND ENVIRONMENTAL REMEDIATION** and
20 under **INDEMNITY** herein.

21 **XVII. AIR NAVIGATION RESERVATION AND RESTRICTIONS**

22
23 The Monterey Airport and the former Fritzsche Airfield, now known as the
24 Marina Municipal Airport, are in close proximity to the Property. Accordingly,
25 in coordination with the Federal Aviation Administration, the Grantee ("FORA")
26 covenants and agrees, on behalf of it, its successors and assigns and every
27 successor in interest to the Property herein described, or any part thereof, that,
28 when applicable, there will be no construction or alteration unless a
29 determination of no hazard to air navigation is issued by the Federal Aviation
30 Administration in accordance with Title 14, Code of Federal Regulations, Part
31 77, entitled, Objects Affecting Navigable Airspace, or under the authority of the
32 Federal Aviation Act of 1968, as amended.

33 **XVIII. ENFORCEMENT AND NOTICE REQUIREMENT**

34
35 A. The provisions of this Deed benefit the governments of the United
36 States of America, the State of California, acting on behalf of the public in
37 general, the local governments, and the lands retained by the Grantor ("the
38 Government") and, therefore, are enforceable, by resort to specific performance
39 or legal process by the United States, the State of California, the local
40 governments, and by the Grantee ("FORA"), and its successors and assigns.
41 Enforcement of this Deed shall be at the discretion of the parties entitled to

QUITCLAIM DEED TO MONTEREY FOR Parcels E8a.1.4, and E8a.1.5

1 enforcement hereof, and any forbearance, delay or omission to exercise their
2 rights under this Deed in the event of a breach of any term of this Deed, shall not
3 be deemed to be a waiver by any such party of such term or of any subsequent
4 breach of the same or any other terms, or of any of the rights of said parties under
5 this Deed. All remedies available hereunder shall be in addition to any and all
6 other remedies at law or in equity, including CERCLA. The enforcement rights
7 set forth in this Deed against the Grantee ("FORA"), or its successors and
8 assigns, shall only apply with respect to the Property conveyed herein and held by
9 such Grantee ("FORA"), its successors or assigns, and only with respect to
10 matters occurring during the period of time such Grantee ("FORA"), its
11 successors or assigns, owned or occupied such Property or any portion thereof.

12
13 B. The Grantee ("FORA"), its successors or assigns, shall neither
14 transfer the Property, nor any portion thereof, nor grant any interest, privilege, or
15 license whatsoever in connection with the Property without the inclusion, to the
16 extent applicable to the Property or any portion thereof, of the environmental
17 protection provisions contained in this Deed: Exclusions and Reservations,
18 Federal Facilities Agreement ("FFA"); CERCLA Covenants, Notice, and
19 Environmental Remediation; Notice of the Presence of Asbestos and Covenant;
20 Lead-Based Paint Warning and Covenant; Notice of Hazardous Substance
21 Storage; Notice of the Potential for the Presence of Pesticides and Covenant;
22 Notice of the Potential for the Presence of Polychlorinated Biphenyls ("PCBs");
23 Notice of the Presence of Contaminated Groundwater; Notice of the Potential for
24 the Presence of Ordnance and Explosives; Endangered Species, Air Navigation
25 Reservation and Restrictions, Enforcement and Notice Requirement, Notice of
26 Historic Property and Preservation; and Notice of the Presence of the Fort Ord
27 Landfill; and shall require the inclusion, to the extent applicable, of such
28 environmental protection provisions in all further deeds, transfers, leases, or
29 grant of any interest, privilege, or license.

30
31 C. The obligations imposed in this section upon the successors or assigns
32 of Grantee ("FORA") shall only extend to the Property conveyed to any such
33 successor or assign.

34
35 **XIX. OTHER CONDITIONS**

36
37 Should the Property be considered for the proposed acquisition and
38 construction of school properties utilizing State funding, at any time in the future,
39 a separate environmental review process in compliance with the California
40 Education Code Section 17210 et seq., will need to be conducted and approved by
41 DTSC.

QUITCLAIM DEED TO MONTEREY FOR Parcels E8a.1.4, and E8a.1.5

1 **XX. NOTICE OF NON-DISCRIMINATION**

2
3 *With respect to activities related to the Property, the Grantee ("FORA")*
4 *covenants for itself, its successors and assigns, that the Grantee ("FORA"), and*
5 *such successors and assigns, shall not discriminate upon the basis of race, color,*
6 *religion, sex, age, handicap, or national origin in the use, occupancy, sale or*
7 *lease of the Property, or in their employment practices conducted thereon in*
8 *violation of the provisions of Title VI of the Civil Rights Act of 1964, as amended*
9 *(42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); and*
10 *the Rehabilitation Act of 1973, as amended, (29 U.S.C. § 794). The Grantor ("the*
11 *Government") shall be deemed a beneficiary of this covenant without regard to*
12 *whether it remains the owner of any land or interest therein in the vicinity of the*
13 *Property hereby conveyed, and shall have the sole right to enforce this covenant*
14 *in any court of competent jurisdiction.*

15
16 The responsibilities and obligations placed upon, and the benefits provided to, the
17 **Grantor** by the Government shall run with the land and be binding on and inure to the benefit of
18 all subsequent owners of the Property unless or until such responsibilities, obligations, or
19 benefits are released pursuant to the provisions set forth in the MOA and the Government deed.
20 **Grantee** and its successors and assigns, respectively, shall not be liable for any breach of such
21 responsibilities and obligations with regard to the Property arising from any matters or events
22 occurring after transfer of ownership of the Property by **Grantee** or its successors and assigns,
23 respectively; provided, however, that each such party shall, notwithstanding such transfer, remain
24 liable for any breach of such responsibilities and obligations to the extent caused by the fault or
25 negligence of such party.

26
27 **General Provisions:**

28
29 A. Liberal Construction. Any general rule of construction to the contrary
30 notwithstanding, this Deed shall be liberally construed to effectuate the purpose of this Deed and
31 the policy and purpose of CERCLA. If any provision of this Deed is found to be ambiguous, an
32 interpretation consistent with the purpose of this Deed that would render the provision valid shall
33 be favored over any interpretation that would render it invalid.

34
35 B. Severability. If any provision of this Deed, or the application of it to any person
36 or circumstance, is found to be invalid, the remainder of the provisions of this Deed, or the
37 application of such provisions to persons or circumstances other than those to which it is found
38 to be invalid, shall not be affected thereby.

39
40 C. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of
41 title in any respect.

QUITCLAIM DEED TO MONTEREY FOR Parcels E8a.1.4, and E8a.1.5

1 D. Captions. The captions in this Deed have been inserted solely for convenience of
2 reference and are not a part of this Deed and shall have no effect upon construction or
3 interpretation.
4

5 E. Right to Perform. Any right which is exercisable by the **Grantee**, and its
6 successors and assigns, to perform under this Deed may also be performed, in the event of non-
7 performance by the **Grantee**, or its successors and assigns, by a lender of the **Grantee** and its
8 successors and assigns.

9 The conditions, restrictions, and covenants set forth in this Deed are a binding servitude
10 on the herein conveyed Property and will be deemed to run with the land in perpetuity.
11 Restrictions, stipulations and covenants contained herein will be inserted by the **Grantee**
12 verbatim or by express reference in any deed or other legal instrument by which it divests itself
13 of either the fee simple title or any other lesser estate in the Property or any portion thereof. All
14 rights and powers reserved to the **Grantor**, and all references in this Deed to **Grantor** shall
15 include its successors in interest. The **Grantor** may agree to waive, eliminate, or reduce the
16 obligations contained in the covenants, PROVIDED, HOWEVER, that the failure of the **Grantor**
17 or its successors to insist in any one or more instances upon complete performance of any of the
18 said conditions shall not be construed as a waiver or a relinquishment of the future performance
19 of any such conditions, but the obligations of the **Grantee**, its successors and assigns, with
20 respect to such future performance shall be continued in full force and effect.

21
22 **[Signature Pages Follow]**

QUITCLAIM DEED TO MONTEREY FOR Parcels E8a.1.4, and E8a.1.5

1 IN WITNESS WHEREOF, the Grantor, the FORT ORD REUSE AUTHORITY, has
2 caused these presents to be executed this 18th day of MAY, 2007.

3
4
5 THE FORT ORD REUSE AUTHORITY

6
7
8
9
10 By: 

11 Michael A. Houlemard, Jr.
12 Executive Officer

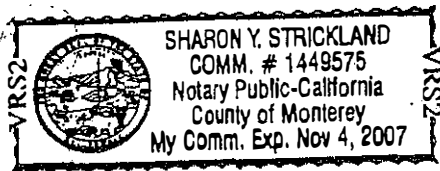
13
14
15 STATE OF CALIFORNIA)
16) ss
17 COUNTY OF MONTEREY)

18
19
20 On 5-18-07 before me, Sharon Y. Strickland personally
21 appeared

22 Michael A. Houlemard, Jr.

23 _____ personally know to me (or proved to me on the basis
24 of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within
25 instrument and acknowledged to me that he/she/they executed the same in his/her/their
26 authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s) or
27 the entity upon behalf of which the person(s) acted, executed the Instrument.

28
29 WITNESS my hand and official seal.




Notary Public, State of California

QUITCLAIM DEED TO MONTEREY FOR Parcels E8a.1.4, and E8a.1.5

ACCEPTANCE:

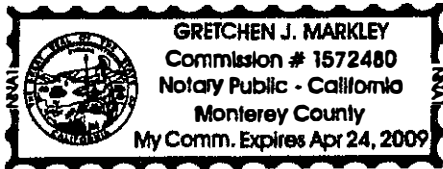
IN WITNESS WHEREOF, the Grantee, the REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY, hereby accepts and approves this Deed for itself, its successors and assigns, and agrees to all the conditions, reservations, restrictions, and terms contained therein and has caused these presents to be executed on this 19th day of June, 2007.

REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY

By Dave Potter
CLAIM OF THE BOARD OF DIRECTORS, IRDA

STATE OF CALIFORNIA)
)ss
COUNTY OF MONTEREY)

On June 19, 2007 before me, Gretchen J. Markley, a Notary Public, personally appeared Dave Potter personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed this instrument.



WITNESS my hand and official seal.

Gretchen Markley
Notary Public, State of California

QUITCLAIM DEED TO MONTEREY FOR Parcels E8a.1.4, and E8a.1.5

1
2

EXHIBIT A: Description of Property

Exhibit "A"
Monterey County Environmental Resource Policy
PARCEL 4 (E8a.1.4)

That certain real property situate the Fort Ord Military Reservation, Rancho Noche Buena, Monterey County, California, particularly described as follows

Parcel 4 as said parcel is shown on that certain map filed for record in Volume 27 of Surveys, at Page 17 in the office of the county recorder of said county, more particularly described as follows:

BEGINNING at the most northwesterly corner of said Parcel 4, being a point on the southerly line of the 340' right-of-way of Imjim Road as shown on said map, thence along the boundary of said Parcel 4 the following thirteen (13) courses and distances:

- 1) North 76°00'00" East, 301.88 feet; thence
- 2) South 21°15'00" West, 93.00 feet to the beginning of a circular curve to the left having a radius of 200.00 feet; thence
- 3) curving southerly along the arc through a central angle of 86°30'00"; a distance of 301.94 feet; thence
- 4) South 65°15'00" East, 221.00 feet to the beginning of a circular curve to the left having a radius of 700.00 feet; thence
- 5) curving easterly along the arc through a central angle of 47°45'00"; a distance of 583.38 feet; thence
- 6) North 67°00'00" East, 12.00 feet; thence
- 7) South 41°30'00" East, 680.00 feet; thence
- 8) South 59°00'00" East, 500.00 feet; thence
- 9) South 17°00'00" West, 195.00 feet; thence
- 10) North 63°15'00" West, 1,260.00 feet; thence
- 11) South 41°30'00" West, 950.00 feet; thence
- 12) South 30°00'00" West, 569.00 feet; thence

13) North 02°15'00" East, 1,956.20 feet to the POINT OF BEGINNING.

Containing 30.32 acres; more or less.

Dated: November 20, 2003

Bestor Engineers, Inc.

David Nachazel
Licensed Land Surveyor #7866
State of California
Expires: 31 December 2006

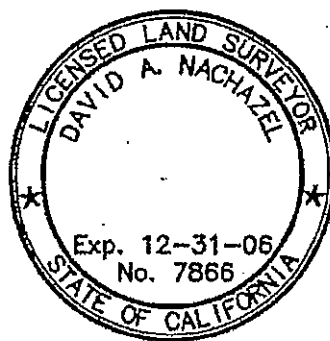


Exhibit "A"
Monterey County Environmental Resource Policy
PARCEL 5 (E8a.1.5)

That certain real property situate the Fort Ord Military Reservation, Rancho Noche Buena, Monterey County, California, particularly described as follows

Parcel 5 as said parcel is shown on that certain map filed for record in Volume 27 of Surveys, at Page 17 in the office of the county recorder of said county, more particularly described as follows:

BEGINNING at the most northerly corner of said Parcel 5 as shown on said map, thence along the boundary of said Parcel 5 the following seven (7) courses and distances:

- 1) South 74°45'00" East, 1,375.00 feet; thence
- 2) South 03°30'00" West, 672.71 feet; thence
- 3) North 82°00'00" West, 1,105.41 feet; thence
- 4) South 86°30'00" West, 150.00 feet; thence
- 5) North 06°30'00" East, 277.00 feet; thence
- 6) North 14°30'00" East, 250.00 feet; thence
- 7) North 20°00'00" West, 395.00 feet to the **POINT OF BEGINNING**.

Containing or 21.54 acres, more or less.

Dated: November 20, 2003

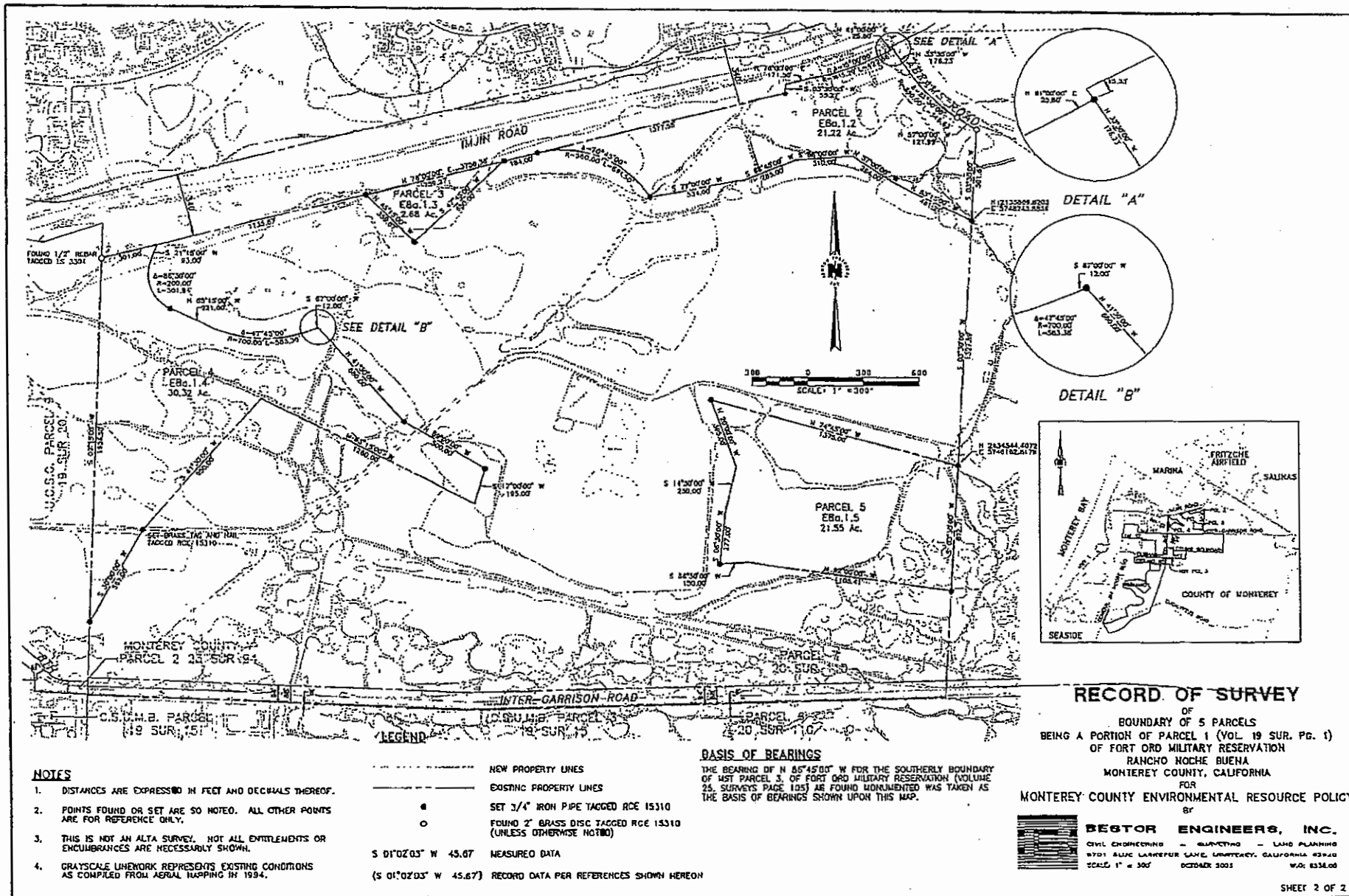
Bestor Engineers, Inc.



David Nachazel
Licensed Land Surveyor #7866
State of California
Expires: 31 December 2006



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RECORD OF SURVEY

OF
 BOUNDARY OF 5 PARCELS
 BEING A PORTION OF PARCEL 1 (VOL. 19 SUR. PG. 1)
 OF FORT ORD MILITARY RESERVATION
 RANCHO NOCHE BUENA
 MONTEREY COUNTY, CALIFORNIA

FOR
 MONTEREY COUNTY ENVIRONMENTAL RESOURCE POLICY

BESTOR ENGINEERS, INC.
 CIVIL ENGINEERING - SURVEYING - LAND PLANNING
 8701 ALICE LARREUR DRIVE, MONTEREY, CALIFORNIA 93940
 SCALE: 1" = 300' OCTOBER 2003 W.A. 6336.00

NOTES

1. DISTANCES ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
2. POINTS FOUND OR SET ARE SO NOTED. ALL OTHER POINTS ARE FOR REFERENCE ONLY.
3. THIS IS NOT AN ALTA SURVEY. NOT ALL ENTITLEMENTS OR ENCUMBRANCES ARE NECESSARILY SHOWN.
4. GRAYSCALE LINEWORK REPRESENTS EXISTING CONDITIONS AS COMPILED FROM AERIAL MAPPING IN 1994.

LEGEND

- NEW PROPERTY LINES
- - - EXISTING PROPERTY LINES
- SET 3/4" IRON PIPE TAPPED RCE 15310
- FOUND 2" BRASS DISC TAPPED RCE 15310 (UNLESS OTHERWISE NOTED)
- S 01°02'03" W 45.67 MEASURED DATA
- (S 01°02'03" W 45.67) RECORD DATA PER REFERENCES SHOWN HEREON

BASIS OF BEARINGS

THE BEARING OF N 85°45'00" W FOR THE SOUTHERLY BOUNDARY OF WEST PARCEL 3, OF FORT ORD MILITARY RESERVATION (VOLUME 25, SURVEYS PAGE 105) AS FOUND MONUMENTED WAS TAKEN AS THE BASIS OF BEARINGS SHOWN UPON THIS MAP.

**Board of Directors of the
Redevelopment Agency of the County of Monterey
County of Monterey, State of California**

Resolution No.: 07-172

Accepting a Quitclaim Deed transferring)
ownership of land on the former Fort Ord)
designated as Parcels E8a.1.4 and E8a.1.5)
(Landfill Border Parcels) from the Fort Ord)
Reuse Authority to the Redevelopment)
Agency of the County of Monterey, and)
authorizing the Chair of the Board of)
Directors of the Redevelopment Agency to)
sign the acceptance.)

WHEREAS, the U.S. Army is the owner of the former military installation in Monterey County known as Fort Ord; and

WHEREAS, the U.S. Army closed this installation in 1990 and is selling portions of the land as surplus property; and

WHEREAS, in 2000, the Army entered into a Memorandum of Agreement with the Fort Ord Reuse Authority (FORA) to facilitate the sale of this land to local agencies for economic development; and

WHEREAS, in 2001, FORA and the County entered into an Implementation Agreement setting forth the terms and conditions upon which FORA would transfer title of land in the unincorporated area of the former Fort Ord to the County; and

WHEREAS, in 2002, the County approved the Redevelopment Plan for the Fort Ord Redevelopment Project Area, which Plan authorizes the Redevelopment Agency of the County of Monterey to acquire property for the development of projects in furtherance of the Agency's goals and policies; and

WHEREAS, on May 19, 2006, the U.S. Army recorded Deed No. DACA05-9-02-593 transferring to FORA ownership of certain properties collectively known as the "Track 0 Parcels"; and

WHEREAS, on August 15, 2006, the County authorized FORA to convey certain lands within the Fort Ord Redevelopment Area directly to the Redevelopment Agency; and

WHEREAS, FORA has executed a Quitclaim Deed transferring Parcels E8a.1.4 and E8a.1.5 to the Redevelopment Agency of the County of Monterey.

Resolution No.: 07-172
June 12, 2007

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors of the Redevelopment Agency of the County of Monterey hereby:

- a. Accepts a Quitclaim Deed transferring ownership of land on the former Fort Ord designated as Parcels E8a.1.4 and E8a.1.5 (Landfill Border Parcels) from the Fort Ord Reuse Authority to the Redevelopment Agency of the County of Monterey; and
- b. Authorizes the Chair of the Board to sign the acceptance.

PASSED AND ADOPTED on this 12th day of June 2007, upon motion of Director Calcagno, seconded by Director Salinas, by the following vote, to-wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Smith, and Potter

NOES: None

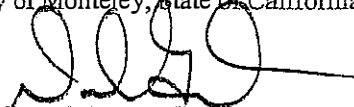
ABSENT: None

I, Lew C. Bauman, 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 of Minute Book 73 for the meeting on June 12, 2007

Dated: June 13, 2007

Lew C. Bauman, Clerk of the Board of Supervisors,
County of Monterey, State of California

By



Darlene Drain, Deputy