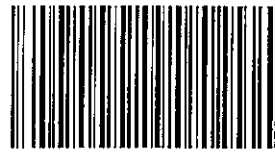


**FORT ORD REUSE AUTHORITY
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Kutak Rock LLP
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Suite 1000
Washington, DC 20036

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____ Computed on full value of property conveyed
____ Computed on full value less liens and encumbrances
remaining at time of sale

**QUITCLAIM DEED FOR REDEVELOPMENT AGENCY OF THE COUNTY OF
MONTEREY, CALIFORNIA
(Former Fort Ord Parcels L23.3.2.2, L23.3.3.1, L23.3.3.2)**

THIS QUITCLAIM DEED ("Deed") is made as of the 4th day of MAY, 2010, among the **FORT ORD REUSE AUTHORITY** (the "Grantor"), created under Title 7.85 of the California Government Code, Chapters 1 through 7, inclusive, commencing with Section 67650, *et seq.*, and selected provisions of the California Redevelopment Law, including Division 24 of the California Health and Safety Code, Part 1, Chapter 4.5, Article 1, commencing with Section 33492, *et seq.*, and Article 4, commencing with Section 33492.70, *et seq.*, and recognized as the Local Redevelopment Authority for the former Fort Ord, California, by the Office of Economic Adjustment on behalf of the Secretary of Defense, and the **REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY** (the "Grantee").

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

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

WHEREAS, the Grantor and the Government entered into the *Memorandum of Agreement Between the United States of America Acting By and Through the Secretary of the Army, United States Department of the Army and the Fort Ord Reuse Authority For the Sale of*

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FORA FOST 10 OUTDEED, REDEVELOPMENT AGENCY OF THE COUNTY OF
MONTEREY

1 *Portions of the former Fort Ord, California*, dated the 20th day of June 2000, as amended
2 (“MOA”), which sets forth the specific terms and conditions of the sale of portions of the former
3 Fort Ord located in Monterey County, California;
4

5 **WHEREAS**, pursuant to the MOA, the Government conveyed to **Grantor** certain former
6 Fort Ord property, a portion of which included L23.3.2.2, L23.3.3.1, L23.3.3.2 by quitclaim deed
7 dated June 8, 2009 and recorded in the County of Monterey, California on July 10, 2009, Series
8 Number 2009043253 (“Government Deed”).
9

10
11 **WITNESSETH**
12

13 The **Grantor**, for and in consideration of the sum of one dollar (\$1.00) plus other good
14 and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,
15 releases and quitclaims to the **Grantee**, its successors and assigns forever, all such interest, right,
16 title, and claim as the **Grantor** has in and to Parcels L23.3.2.2, L23.3.3.1, L23.3.3.2
17 (approximately 152.952 acres), more particularly described in Exhibit “A,” attached hereto and
18 made a part hereof (“Property”) and including the following:
19

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

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

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

29 The Government Deed conveying the Property to the **Grantor** was recorded prior to the
30 recordation of this Deed. In its transfer of the Property to the **Grantor**, the Government provided
31 certain information regarding the environmental condition of the Property and other property
32 conveyed under the Government Deed including without limitation the Finding of Suitability for
33 Transfer, Former Fort Ord, California, Track 0 Plug-in Group D, Track 1 Plug-in East Garrison
34 Areas 2 and 4 NE, and Track 1 Plug-in Groups 1-5 Parcels (FOST 10) (August 2007) (“FOST 10”),
35 and an environmental baseline survey (EBS) known as the Community Environmental Response
36 Facilitation Act report, which is referenced in FOST 10. The **Grantor** has no knowledge
37 regarding the accuracy or adequacy of such information. FOST 10 sets forth the basis for the
38 Government’s determination that the Property is suitable for transfer. The Grantee is hereby
39 made aware of the notifications contained in the EBS and FOST 10.
40

FORA FOST 10 OUTDEED, REDEVELOPMENT AGENCY OF THE COUNTY OF
MONTEREY

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 applicable to the Property placed upon the **Grantor** under the
4 terms of the aforesaid Government Deed, including the Environmental Protection Provisions at
5 Exhibit "D" to the Government Deed, which are attached hereto and made a part hereof as
6 Exhibit "B" to this Deed and **Grantor** grants to **Grantee** all benefits with regard to the Property
7 under the terms of the aforesaid Government Deed. Within the italicized information only, the
8 term "**Grantor**" shall mean the Government, and the term "**Grantee**" shall mean the Fort Ord
9 Reuse Authority ("FORA"); to avoid confusion, the words "the Government" have been added in
10 parenthesis after the word "**Grantor**", and "FORA" has been added in parenthesis after the word
11 "**Grantee**".

12
13 **II. EXCLUSIONS AND RESERVATIONS**

14
15 *This conveyance is made subject to the following **EXCLUSIONS** and*
16 **RESERVATIONS:**

17
18 *A. The Property is taken by the Grantee ("FORA") subject to any and all*
19 *valid and existing recorded outstanding liens, leases, easements, and any other*
20 *encumbrances made for the purpose of roads, streets, utility systems, rights-of-*
21 *way, pipelines, and/or covenants, exceptions, interests, liens, reservations, and*
22 *agreements of record; and any unrecorded easements and any other*
23 *encumbrances made for the limited purpose of roads, streets, utility systems, and*
24 *pipelines set forth in Exhibit "G".*

25
26 *B. The Grantor (the "Government") reserves a right of access to any and*
27 *all portions of the Property for environmental investigation and remediation or*
28 *other corrective action. This reservation includes the right of access to and use*
29 *of, to the extent permitted by law, available utilities at reasonable cost to the*
30 *Grantor (the "Government"). These rights shall be exercisable in any case in*
31 *which a remedial action, response action or corrective action is found to be*
32 *necessary after the date of conveyance of the Property, or such access is*
33 *necessary to carry out a remedial action, response action or corrective action on*
34 *adjoining property. Pursuant to this reservation, the United States and its*
35 *officers, agents, employees, contractors, and subcontractors shall have the right*
36 *(upon reasonable notice to the Grantee ("FORA"), or the then owner and any*
37 *authorized occupant of the Property) to enter upon the Property and conduct*
38 *investigations and surveys, to include drillings, test-pitting, borings, data and/or*
39 *record compilation, and other activities related to environmental investigation,*
40 *and to carry out remedial or removal actions as required or necessary under*
41 *applicable authorities, including but not limited to monitoring wells, pumping*

FORA FOST 10 OUTDEED, REDEVELOPMENT AGENCY OF THE COUNTY OF
MONTEREY

1 wells, and treatment. The Grantee ("FORA") agrees that notwithstanding any
2 other provisions of this Deed, the Grantor (the "Government") assumes no
3 liability to the Grantee ("FORA"), the then owner, or any other person, should
4 the Grantor's (the "Government") exercise of its rights hereunder interfere with
5 the Grantee's ("FORA") use of the Property, such interference to be avoided by
6 Grantor (the "Government") to the extent reasonably practicable.
7

8 C. The reserved rights and easements set forth in this section are subject
9 to the following terms and conditions:
10

11 1. Grantee ("FORA") is to comply with all applicable Federal law and
12 lawful existing regulations;
13

14 2. The Grantor (the "Government") is to allow the occupancy and use by
15 the Grantee ("FORA"), its successors, assigns, permittees, or lessees of any part
16 of the easement areas not actually occupied or required for the purpose of the full
17 and safe utilization thereof by the Grantor (the "Government"), so long as such
18 occupancy and use does not compromise the ability of the Grantor (the
19 "Government") to use the easements for their intended purposes, as set forth
20 herein;
21

22 3. The easements granted shall be for the specific use described and may
23 not be construed to include the further right to authorize any other use within the
24 easements unless approved in writing by the fee holder of the land subject to the
25 easement;
26

27 4. Any transfer of the easements by assignment, lease, operating
28 agreement, or otherwise must include language that the transferee agrees to
29 comply with and be bound by the terms and conditions of the original grant;
30

31 5. Unless otherwise provided, no interest reserved shall give the Grantor
32 (the "Government") any right to remove any material, earth, or stone for
33 consideration or other purpose except as necessary in exercising its rights
34 hereunder; and
35

36 6. The Grantor (the "Government") is to restore any easement or right of
37 access area so far as it is reasonably possible to do so upon abandonment or
38 release of any easement as provided herein, unless this requirement is waived in
39 writing by the then owner of the Property.
40

FORA FOST 10 OUTDEED, REDEVELOPMENT AGENCY OF THE COUNTY OF
MONTEREY

1 D. The Grantor (the "Government") reserves mineral rights that Grantor
2 (the "Government") owns with the right of surface entry in a manner that does
3 not unreasonably interfere with Grantee's ("FORA") development and quiet
4 enjoyment of the Property.
5

6 **TO HAVE AND TO HOLD** the Property granted herein to the Grantee
7 ("FORA") and its successors and assigns, together with all and singular the
8 appurtenances thereunto belonging or in anywise appertaining, and all the estate,
9 right, title, interest, or claim whatsoever of the Grantor (the "Government"),
10 either in law or in equity and subject to the terms, reservations, restrictions,
11 covenants, and conditions set forth in this Deed.
12

13 **III. CERCLA NOTICE, ASSURANCES, WARRANTY, AND ACCESS PROVISIONS**

14
15 **A. CERCLA NOTICE**

16
17 For Parcels E11b.7.1.2, L20.2.2, L20.2.3.1, L23.3.2.2, and L23.3.3.1 of
18 the Property, the Grantor (the "Government") provides the following notice,
19 description, and covenants and retains the following access rights:
20

21 1. Pursuant to section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive
22 Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C.
23 §9620(h)(3)(A)(i)(I) and (II)), available information regarding the type, quantity,
24 and location of hazardous substances and the time at which such substances were
25 stored, released, or disposed of, as defined in section 120(h), is provided in
26 Exhibit "B", Notification of Hazardous Substance Storage, Release, or Disposal,
27 Table 4 of the Finding of Suitability to Transfer (FOST) 10, dated August 2007.
28

29 2. Pursuant to section 120(h)(3)(A)(i)(III) of the Comprehensive
30 Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C.
31 §9620(h)(3)(A)(i)(III)), a description of the remedial action taken, if any, on the
32 Property is provided in Exhibit "C", Description of Property, Table 1 of the
33 August 2007 FOST 10.
34

35 **B. CERCLA COVENANT**

36
37 Applicable to Parcels E11b.7.1.2, L20.2.2, L20.2.3.1, L23.3.2.2, and
38 L23.3.3.1:
39

FORA FOST 10 OUTDEED, REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY

1 1. Pursuant to sections 120(h)(3)(A)(ii) and (B) of the Comprehensive
2 Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C.
3 §9620(h)(3)(A)(ii) and (B)), the United States warrants that -
4

5 a) All remedial action necessary to protect human health and the
6 environment with respect to any hazardous substance identified pursuant to
7 section 120(h)(3)(A)(i)(I) of the Comprehensive Environmental Response,
8 Compensation, and Liability Act of 1980 remaining on the Property has been
9 taken before the date of this deed, and
10

11 b) Any additional remedial action found to be necessary after the
12 date of this deed shall be conducted by the United States.
13

14 2. This warranty shall not apply in any case in which the person or entity
15 to whom the Property or any portion thereof is transferred is a potentially
16 responsible party with respect to the Property or any portion thereof. For
17 purposes of this warranty, Grantee ("FORA") shall not be considered a
18 potentially responsible party solely due to the presence of a hazardous substance
19 remaining on the Property on the date of this instrument. Further, the Grantor
20 (the "Government") shall not be relieved of any obligation under CERCLA to
21 perform any remedial action found to be necessary after the date of this Deed
22 with regard to any hazardous substances remaining on the Property as of the date
23 of this Deed if the Grantee ("FORA") is subsequently determined to be a
24 potentially responsible party with respect to hazardous substances placed on the
25 Property after the date of this Deed.
26

27 **C. CERCLA COVENANT**
28

29 For Parcels E11b.6.3, E11b.7.2, L20.19.1.2, and L23.3.3.2 of the
30 Property, the Grantor (the "Government") provides the following covenants and
31 retains the following access rights:
32

33 1. Pursuant to section 120(h)(4)(D)(i) of the Comprehensive
34 Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C.
35 §9620(h)(4)(D)(i)), the United States warrants that any response action or
36 corrective action found to be necessary after the date of this deed for
37 contamination existing on the Property prior to the date of this deed shall be
38 conducted by the United States.
39

40 2. This warranty shall not apply in any case in which the person or entity
41 to whom the Property or any portion thereof is transferred is a potentially

FORA FOST 10 OUTDEED, REDEVELOPMENT AGENCY OF THE COUNTY OF
MONTEREY

1 *responsible party with respect to the Property or any such portion thereof. For*
2 *purposes of this warranty, Grantee ("FORA") shall not be considered a*
3 *potentially responsible party solely due to a hazardous substance remaining on*
4 *the Property on the date of this instrument. Further, the Grantor (the*
5 *"Government") shall not be relieved of any obligation under CERCLA to perform*
6 *any remedial action found to be necessary after the date of this Deed with regard*
7 *to any hazardous substances remaining on the Property as of the date of this*
8 *Deed if the Grantee ("FORA") is subsequently determined to be a potentially*
9 *responsible party with respect to hazardous substances placed on the Property*
10 *after the date of this Deed.*

11
12 **D. RIGHT OF ACCESS**

13
14 *1. Pursuant to sections 120(h)(3)(A)(iii) and 120(h)(4)(D)(ii) of the*
15 *Comprehensive Environmental Response, Compensation, and Liability Act of*
16 *1980 (42 U.S.C. §9620(h)(3)(A)(iii) and §9620(h)(4)(D)(ii)), the United States*
17 *retains and reserves a perpetual and assignable easement and right of access on,*
18 *over, and through the Property, to enter upon the Property after the date of*
19 *transfer of the Property in any case in which an environmental response action or*
20 *corrective action is found to be necessary on the part of the United States, without*
21 *regard to whether such environmental response action or corrective action is on*
22 *the Property or on adjoining or nearby lands. Such easement and right of access*
23 *includes, without limitation, the right to perform any environmental investigation,*
24 *survey, monitoring, sampling, testing, drilling, boring, coring, test-pitting,*
25 *installing monitoring or pumping wells or other treatment facilities, response*
26 *action, corrective action, or any other action necessary for the United States to*
27 *meet its responsibilities under applicable laws, related to the Fort Ord*
28 *Installation Restoration Program (IRP), Military Munitions Response Program*
29 *(MMRP), or Federal Facility Agreement (FFA), as amended, and as provided for*
30 *in this instrument. Such easement and right of access shall be binding on the*
31 *Grantee ("FORA"), its successors and assigns, and shall run with the land.*

32
33 *2. In exercising such easement and right of access, the United States shall*
34 *provide the Grantee ("FORA") or its successors or assigns, as the case may be,*
35 *with reasonable notice of its intent to enter upon the Property and exercise its*
36 *rights under this covenant, which notice may be severely curtailed or even*
37 *eliminated in emergency situations. The United States shall use reasonable*
38 *means, but without significant additional costs to the United States, to avoid and*
39 *to minimize interference with the Grantee's ("FORA") and the Grantee's*
40 *("FORA") successors' and assigns' quiet enjoyment of the Property. Such*
41 *easement and right of access includes the right to obtain and use utility services,*

**FORA FOST 10 OUTDEED, REDEVELOPMENT AGENCY OF THE COUNTY OF
MONTEREY**

1 including water, gas, electricity, sewer, and communications services available on
2 the Property at a reasonable charge to the United States. Excluding the
3 reasonable charges for such utility services, no fee, charge, or compensation will
4 be due the Grantee ("FORA") nor its successors and assigns, for the exercise of
5 the easement and right of access hereby retained and reserved by the United
6 States.

7
8 3. In exercising such easement and right of access, neither the Grantee
9 ("FORA") nor its successors and assigns, as the case may be, shall have any
10 claim at law or equity against the United States or any officer, employee, agent,
11 contractor of any tier, or servant of the United States based on actions taken by
12 the United States or its officers, employees, agents, contractors of any tier, or
13 servants pursuant to and in accordance with this covenant. In addition, the
14 Grantee ("FORA"), its successors and assigns, shall not interfere with any
15 response action or corrective action conducted by the Grantor (the
16 "Government") on the Property.

17
18 **IV. "AS IS"**

19
20 The Grantee ("FORA") acknowledges that it has inspected or has had the
21 opportunity to inspect the Property and accepts the condition and state of repair
22 of the subject Property. Except as otherwise provided herein, the Grantee
23 ("FORA") understands and agrees that the Property and any part thereof is
24 offered "AS IS" without any representation, warranty, or guaranty by the
25 Grantor (the "Government") as to quantity, quality, title, character, condition,
26 size, or kind, or that the same is in condition or fit to be used for the purpose(s)
27 intended by the Grantee ("FORA"), and no claim for allowance or deduction
28 upon such grounds will be considered. Nothing in this "As Is" provision will be
29 construed to modify or negate the Grantor's (the "Government") obligation
30 under the CERCLA Covenant or any other statutory obligations.

31
32 **V. POST-TRANSFER DISCOVERY OF CONTAMINATION**

33
34 Grantee ("FORA"), its successors and assigns, as consideration for the
35 conveyance of the Property, agree to release Grantor (the "Government") from
36 any liability or responsibility for any claims arising solely out of the release of
37 any hazardous substance or petroleum product on the Property occurring after
38 the date of the delivery and acceptance of this Deed and not attributable to the
39 activities of Grantor (the "Government"), where such substance or product was
40 placed on the Property by the Grantee ("FORA"), or its successors, assigns,
41 employees, invitees, agents or contractors, after the conveyance. This paragraph

FORA FOST 10 OUTDEED, REDEVELOPMENT AGENCY OF THE COUNTY OF
MONTEREY

1 shall not affect the Grantor's (the "Government") responsibilities to conduct
2 response actions or corrective actions that are required by applicable laws, rules
3 and regulations, or the Grantor's (the "Government") indemnification
4 obligations under applicable laws.
5

6 **VI. ENVIRONMENTAL PROTECTION PROVISIONS**
7

8 *The Environmental Protection Provisions are at Exhibit D, which is attached*
9 *hereto and made a part hereof. These provisions are intended to ensure*
10 *protection of human health and the environment and to preclude any interference*
11 *with ongoing or completed remediation activities at the former Fort Ord. The*
12 *Grantee ("FORA") shall not transfer or lease the Property or any portion*
13 *thereof, or grant any interest, privilege, or license whatsoever in connection with*
14 *the Property, or any portion thereof, without the inclusion of the Environmental*
15 *Protection Provisions contained herein to the extent applicable to the Property or*
16 *a portion thereof, and shall require the inclusion of the applicable Environmental*
17 *Protection Provisions in all further deeds, easements, transfers, leases, or grant*
18 *of any interest, privilege, or license concerning the Property or the applicable*
19 *portion thereof.*
20

21 **VII. AIR NAVIGATION RESERVATION AND RESTRICTIONS**
22

23 *The Monterey Peninsula Airport and the former Fritzsche Army Airfield,*
24 *now known as the Marina Municipal Airport, are in close proximity to the*
25 *Property. Accordingly, in coordination with the Federal Aviation Administration,*
26 *the Grantee ("FORA") covenants and agrees, on behalf of itself, its successors*
27 *and assigns and every successor in interest to the Property herein described, or*
28 *any part thereof, that 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*
32 *the Federal Aviation Act of 1958, as amended.*
33

34 **VIII. ENFORCEMENT AND NOTICE REQUIREMENT**
35

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

FORA FOST 10 OUTDEED, REDEVELOPMENT AGENCY OF THE COUNTY OF
MONTEREY

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

13
14 **IX. NOTICE OF NON-DISCRIMINATION**

15
16 *With respect to activities related to the Property, the Grantee ("FORA")*
17 *covenants for itself, its successors and assigns, that the Grantee ("FORA"), and*
18 *such successors and assigns, shall not discriminate upon the basis of race, color,*
19 *religion, sex, age, handicap, or national origin in the use, occupancy, sale or lease*
20 *of the Property, or in their employment practices conducted thereon in violation of*
21 *the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §*
22 *2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); and the*
23 *Rehabilitation Act of 1973, as amended, (29 U.S.C. § 794). This covenant shall not*
24 *apply, however, to the lease or rental of a room or rooms within a family dwelling*
25 *unit; nor shall it apply with respect to religion to premises used primarily for*
26 *religious purposes. The Grantor (the "Government") shall be deemed a beneficiary*
27 *of this covenant without regard to whether it remains the owner of any land or*
28 *interest therein in the locality of the Property hereby conveyed, and shall have the*
29 *sole right to enforce this covenant in any court of competent jurisdiction.*

30
31 The responsibilities and obligations placed upon, and the benefits provided to, the
32 **Grantor** by the Government shall run with the land and be binding on and inure to the benefit of
33 all subsequent owners of the Property unless or until such responsibilities, obligations, or
34 benefits are released pursuant to the provisions set forth in the MOA and the Government Deed.
35 **Grantee** and its successors and assigns, respectively, shall not be liable for any breach of such
36 responsibilities and obligations with regard to the Property arising from any matters or events
37 occurring after transfer of ownership of the Property by **Grantee** or its successors and assigns,
38 respectively; provided, however, that each such party shall, notwithstanding such transfer, remain
39 liable for any breach of such responsibilities and obligations to the extent caused by the fault or
40 negligence of such party.

FORA FOST 10 OUTDEED, REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY

1 **General Provisions:**

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

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

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

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

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

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

[Signature Pages Follow]

FORA FOST 10 OUTDEED, REDEVELOPMENT AGENCY OF THE COUNTY OF
MONTEREY

1 IN WITNESS WHEREOF, the Grantor, the FORT ORD REUSE AUTHORITY, has
2 caused this Deed to be executed this 12th day of October, 2009.

3
4
5 THE FORT ORD REUSE AUTHORITY

6
7
8
9
10 By: 

11 Michael Houlemard AKA Michael A. Houlemard, Jr.
12 Executive Officer
13
14

15 STATE OF CALIFORNIA

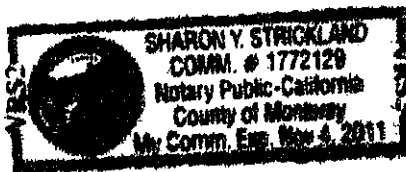
16
17 COUNTY OF Monterey

18
19 On 10/12/09 before me, Sharon Y. Strickland, (name of notary
20 public) personally appeared Michael A. Houlemard, Jr. who proved
21 to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to
22 the within instrument and who acknowledged to me that he/she/they executed the same in their
23 authorized capacity(ies), and by his/her/their signature(s) on the instrument the person(s), or
24 entity upon behalf of which the person(s) acted, executed the instrument.
25

26 I certify under PENALTY of PERJURY under the laws of the state of California that the
27 foregoing paragraph is true and correct.

28
29 WITNESS my hand and official seal.

30
31 Sharon Y. Strickland
32
33
34



NOTARY SEAL
GOVERNMENT CODE SECTION 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary Sharon Y. Strickland

Commission Number 1772129

Date of Commission Expires November 4, 2011

Place of Execution Marina, California Date 5-24-2010

Signed Sharon Y. Strickland

FORA FOST 10 OUTDEED, REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY

ACCEPTANCE:

In Testimony Whereof, witness the signature of the REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY, this 4th day of May, 2010 hereby accepts and approves this Deed for itself, its successors and assigns, and agrees to all the conditions, reservations, restrictions, and terms contained therein.

REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY

By: [Signature] Simon Salinas, Chair Board of Directors

STATE OF CALIFORNIA

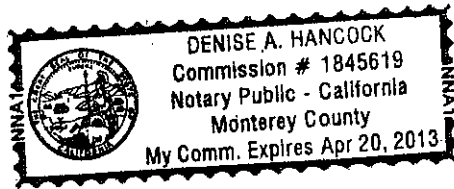
COUNTY OF Monterey

On 5/4/10 before me, Denise A. Hancock Notary, (name of notary public) personally appeared Simon Salinas who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and who acknowledged to me that he/she/they executed the same in their authorized capacity(ies), and by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the state of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature] Denise A. Hancock



**FORA FOST 10 OUTDEED, REDEVELOPMENT AGENCY OF THE COUNTY OF
MONTEREY**

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EXHIBIT "A"

Description of Property

EDC Parcel L23.3.3.1
FOST 10
Fort Ord Military Reservation
Monterey County, California

Legal Description of Parcel L23.3.3.1

SITUATE in a portion of the former Fort Ord Military Reservation as it is shown on that certain map recorded in Volume 19 of Surveys at Page 1, Official Records of Monterey County, being within Monterey City Lands Tract No. 1, County of Monterey, State of California; being a portion of Parcel 1 "Monterey County IV" as it is shown on that certain map recorded in Volume 23 of Surveys at Page 104 and being also a portion of Parcel B as it is shown on that certain map recorded in Volume 28 of Surveys at Page 143, more particularly described as follows:

BEGINNING at a point on the southerly boundary line of Parcel 11 as it is shown on that certain map recorded in Volume 20 of Surveys at Page 110, from which an angle point in the boundary of Parcel 1 "Monterey County IV" as it is shown on that certain map recorded in Volume 23 of Surveys at Page 104 bears South 86° 57' 00" West a distance of 44.95 feet, said point also being the most northeasterly corner of Parcel 1, "Travel Camp", as it is shown on that certain map recorded in Volume 21 of Surveys at Page 89; thence from said Point of Beginning along the southerly boundary of said Parcel 11

1. North 86° 57' 00" East for a distance of 167.98 feet to the beginning of a curve; thence continuing along said southerly boundary
2. Along a curve to the right through an angle of 08° 42' 50", having a radius of 1970.00 feet, for an arc distance of 299.61 feet, and whose long chord bears South 88° 41' 35" East for a distance of 299.32 feet to a point of intersection with a tangent line; thence continuing along said southerly boundary
3. South 84° 20' 10" East for a distance of 842.92 feet to the beginning of a curve; thence continuing along said southerly boundary
4. Along a curve to the right through 03° 42' 40", having a radius of 1220.00 feet, for an arc distance of 79.02 feet, and whose long chord bears South 82° 28' 50" East for a distance of 79.01 feet to the beginning of a curve; thence continuing along said southerly boundary
5. Along a curve to the left through 19° 59' 30", having a radius of 580.00 feet, for an arc distance of 202.37 feet, and whose long chord bears North 89° 22' 45" East for a distance of 201.35 feet to the beginning of a curve; thence continuing along said southerly boundary
6. Along a curve to the right through 14° 16' 00", having a radius of 570.00 feet, for an arc distance of 141.93 feet, and whose long chord bears North 86° 31' 00" East for a distance of 141.56 feet to the beginning of a curve; thence continuing along said southerly boundary

EDC Parcel L23.3.3.1
FOST 10
Fort Ord Military Reservation
Monterey County, California

7. Along a curve to the right through an angle of $38^{\circ} 38' 00''$, having a radius of 45.00 feet, for an arc distance of 30.34 feet, and whose long chord bears South $67^{\circ} 02' 00''$ East for a distance of 29.77 feet to a point of intersection with a tangent line; thence continuing along said southerly boundary
8. South $47^{\circ} 43' 00''$ East for a distance of 58.68 feet to the beginning of a curve being also the southeast corner of said Parcel 11 and a point on the westerly boundary of Parcel 17 as it is shown on that certain map recorded in Volume 20 of Surveys at Page 110; thence along said westerly boundary
9. Along a curve to the right through an angle of $00^{\circ} 32' 15''$, having a radius of 970.00 feet, for an arc distance of 9.10 feet, and whose long chord bears South $45^{\circ} 42' 03''$ West for a distance of 9.10 feet to a point of intersection with a tangent line; thence continuing along said westerly boundary
10. South $45^{\circ} 58' 10''$ West for a distance of 276.86 feet to the beginning of a curve; thence continuing along said westerly boundary
11. Along a curve to the left through a central angle of $41^{\circ} 54' 30''$, having a radius of 230.00 feet, for an arc distance of 168.23 feet, and whose long chord bears South $25^{\circ} 00' 55''$ West for a distance of 164.51 feet to the beginning of a tangent line; thence continuing along said westerly boundary
12. South $04^{\circ} 03' 40''$ West for a distance of 661.18 feet to the beginning of a curve; thence continuing along said westerly boundary
13. Along a curve to the left through an angle of $12^{\circ} 00' 24''$, having a radius of 430.00 feet, for an arc distance of 90.11 feet, and whose long chord bears South $01^{\circ} 56' 32''$ East for a distance of 89.94 feet to a point of intersection with a non-tangential line; thence leaving said westerly boundary and running along the boundary of said Parcel B the following courses
14. South $31^{\circ} 25' 54''$ West for a distance of 322.41 feet to a point; thence
15. South $38^{\circ} 18' 51''$ West for a distance of 189.64 feet to a point; thence
16. South $44^{\circ} 41' 16''$ West for a distance of 171.66 feet to a point; thence
17. South $39^{\circ} 16' 20''$ West for a distance of 528.24 feet to a point; thence
18. South $47^{\circ} 52' 11''$ West for a distance of 104.19 feet to a point; thence

EDC Parcel L23.3.3.1
FOST 10
Fort Ord Military Reservation
Monterey County, California


19. South 39° 51' 25" West for a distance of 454.28 feet to a point; thence leaving the boundary of said Parcel B

20. North 03° 11' 45" West a distance of 1482.33 feet; thence

21. North 14° 20' 06" West for a distance of 1158.53 feet to the POINT OF BEGINNING.

Containing an area of 57.646 acres, more or less.

This legal description was prepared by



Lynn A. Kovach L. S. 5321
My license expires December 31, 2007

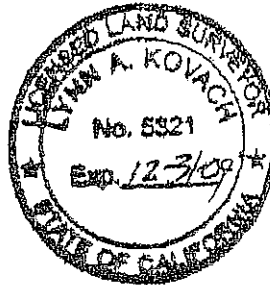


EXHIBIT
of
EDC Parcel L23.3.3.1
Being a Portion of Parcel B as shown on Vol. 28 of Surveys at Page 143
Monterey County Jurisdiction
Lying within the Fort Ord Military Reservation
as shown on Vol. 19 of Surveys at Page 1
Being also within Monterey City Lands Tract No. 1
Monterey County, California

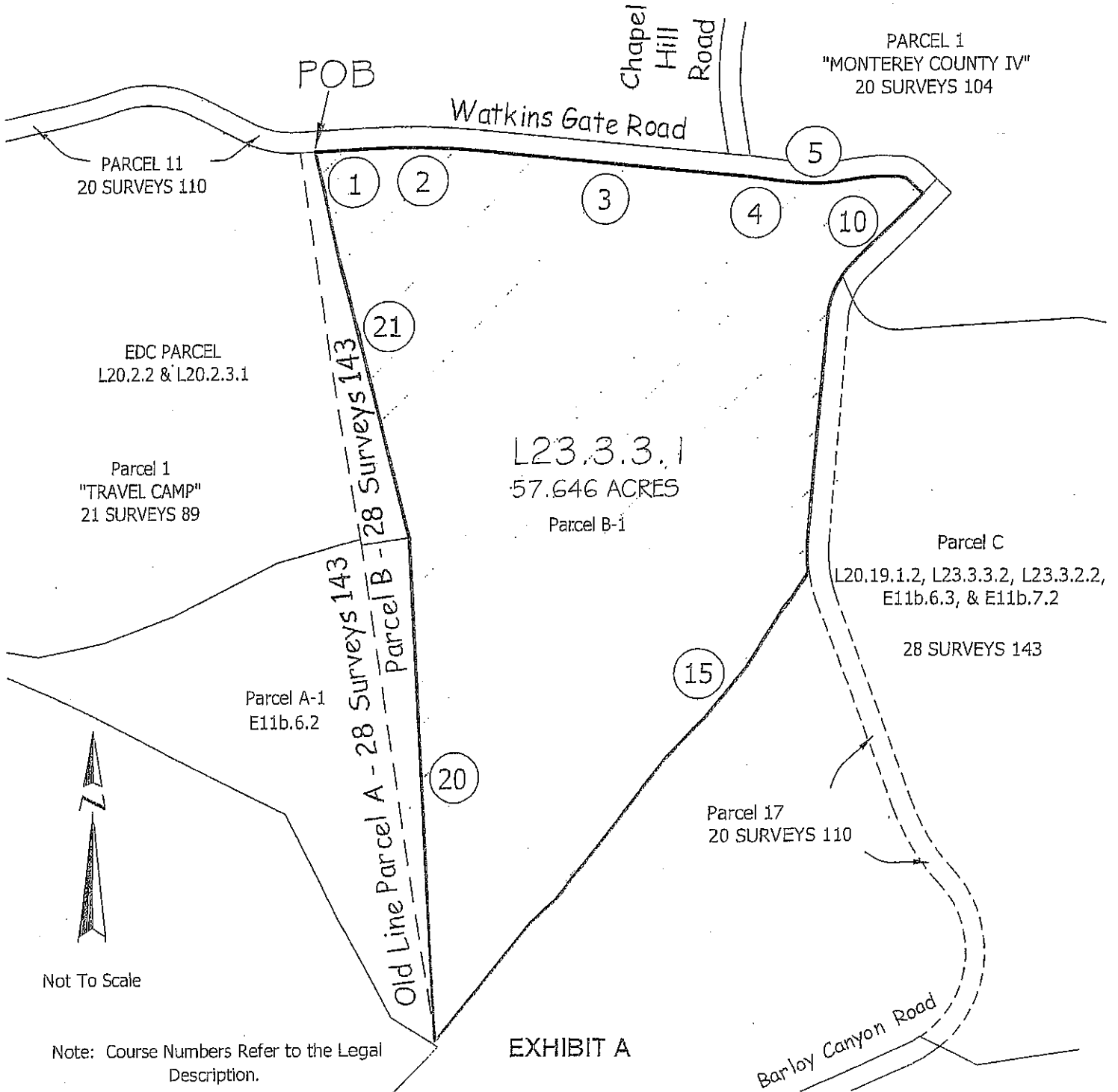


EXHIBIT A

EDC Parcel L23.3.3.2
FOST 10
Fort Ord Military Reservation
Monterey County, California

Legal Description of Parcel L23.3.3.2

SITUATE in a portion of the former Fort Ord Military Reservation as it is shown on that certain map recorded in Volume 19 of Surveys at Page 1, Official Records of Monterey County, being within Monterey City Lands Tract No. 1, the City of Marina, County of Monterey, State of California; being a portion of Parcel C as it is shown on Volume 28 of Surveys at Page 143 being more particularly described as follows:

BEGINNING at a 5/8" rebar with cap marked "LS 5321" being a point on the common boundary of Parcel B and said Parcel C as they are shown on that certain map recorded in Volume 28 of Surveys at Page 143, said point being also on the westerly boundary of Parcel 17 as it is shown on that certain map recorded in Volume 20 of Surveys at Page 110; thence from said Point of Beginning along the westerly boundary of said Parcel 17

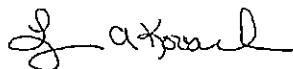
1. Along a curve to the left, the center of which bears North 82° 03' 16" East for a distance of 430.00 feet, through an angle of 13° 18' 06", having a radius of 430.00 feet, for an arc distance of 99.83 feet, and whose long chord bears South 14° 35' 47" East for a distance of 99.60 feet to a point of intersection with a tangent line; thence continuing along said westerly boundary of said Parcel 17
2. South 21° 14' 50" East for a distance of 626.02 feet to the beginning of a curve; thence continuing along said westerly boundary of said Parcel 17
3. Along a curve to the left, through an angle of 21° 34' 20", having a radius of 730.00 feet, for an arc distance of 274.85 feet, and whose long chord bears South 32° 02' 00" East for a distance of 273.23 feet to the beginning of a tangent curve; thence continuing along said westerly boundary of said Parcel 17
4. Along a curve to the right, through an angle of 98° 38' 58", having a radius of 300.00 feet, for an arc distance of 516.53 feet, and whose long chord bears South 06° 30' 19" West for a distance of 455.05 feet to the beginning of a tangent curve being also a point on the southerly boundary of said Parcel C; thence continuing along said westerly boundary of said Parcel 17 and southerly boundary of said Parcel C
5. Along a curve to the right, through an angle of 09° 18' 32", having a radius of 300.00 feet, for an arc distance of 48.74 feet, and whose long chord bears South 60° 29' 04" West for a distance of 48.69 feet to a point of intersection with a tangent line; thence continuing along said westerly boundary of said Parcel 17 and southerly boundary of said Parcel C
6. South 65° 08' 20" West for a distance of 762.95 feet to the beginning of a curve; thence continuing along the westerly boundary of said Parcel 17 and southerly boundary of said Parcel C

EDC Parcel L23.3.3.2
FOST 10
Fort Ord Military Reservation
Monterey County, California

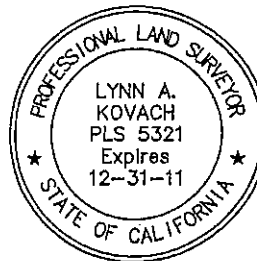
7. Along a curve to the left through an angle of $12^{\circ} 44' 31''$, having a radius of 730.00 feet, for an arc distance of 162.34 feet, and whose long chord bears South $58^{\circ} 46' 04''$ West for a distance of 162.01 feet to a point of intersection with a non-tangential line; thence leaving said westerly boundary of said Parcel 17 and southerly boundary of said Parcel C
8. North $54^{\circ} 13' 43''$ West for a distance of 716.56 feet to a $5/8''$ rebar with a cap marked "LS 5321" at the common corner of Parcels A, B, and C as they are shown on that certain map recorded in Volume 28 of Surveys at Page 143; thence northerly along the common boundary of said Parcels B and C
9. North $39^{\circ} 51' 25''$ East for a distance of 454.28 feet to a $5/8''$ rebar with a cap marked "LS 5321" at an angle point in the common boundary of said Parcels B and C; thence continuing northerly along the common boundary of said Parcels B and C
10. North $47^{\circ} 52' 11''$ East for a distance of 104.19 feet to a $5/8''$ rebar with a cap marked "LS 5321" at an angle point in the common boundary of said Parcels B and C; thence continuing northerly along the common boundary of said Parcels B and C
11. North $39^{\circ} 16' 20''$ East for a distance of 528.24 feet to a $5/8''$ rebar with a cap marked "LS 5321" at an angle point in the common boundary of said Parcels B and C; thence continuing northerly along the common boundary of said Parcels B and C
12. North $44^{\circ} 41' 16''$ East for a distance of 171.66 feet to a $5/8''$ rebar with a cap marked "LS 5321" at an angle point in the common boundary of said Parcels B and C; thence continuing northerly along the common boundary of said Parcels B and C
13. North $38^{\circ} 18' 51''$ East for a distance of 189.64 feet to a $5/8''$ rebar with a cap marked "LS 5321" at an angle point in the common boundary of said Parcels B and C; thence continuing northerly along the common boundary of said Parcels B and C
14. North $31^{\circ} 25' 54''$ East for a distance of 322.41 feet to the POINT OF BEGINNING.

Containing an area of 31.621 acres, more or less.

This legal description was prepared by



Lynn A. Kovach L. S. 5321
My license expires December 31, 2011



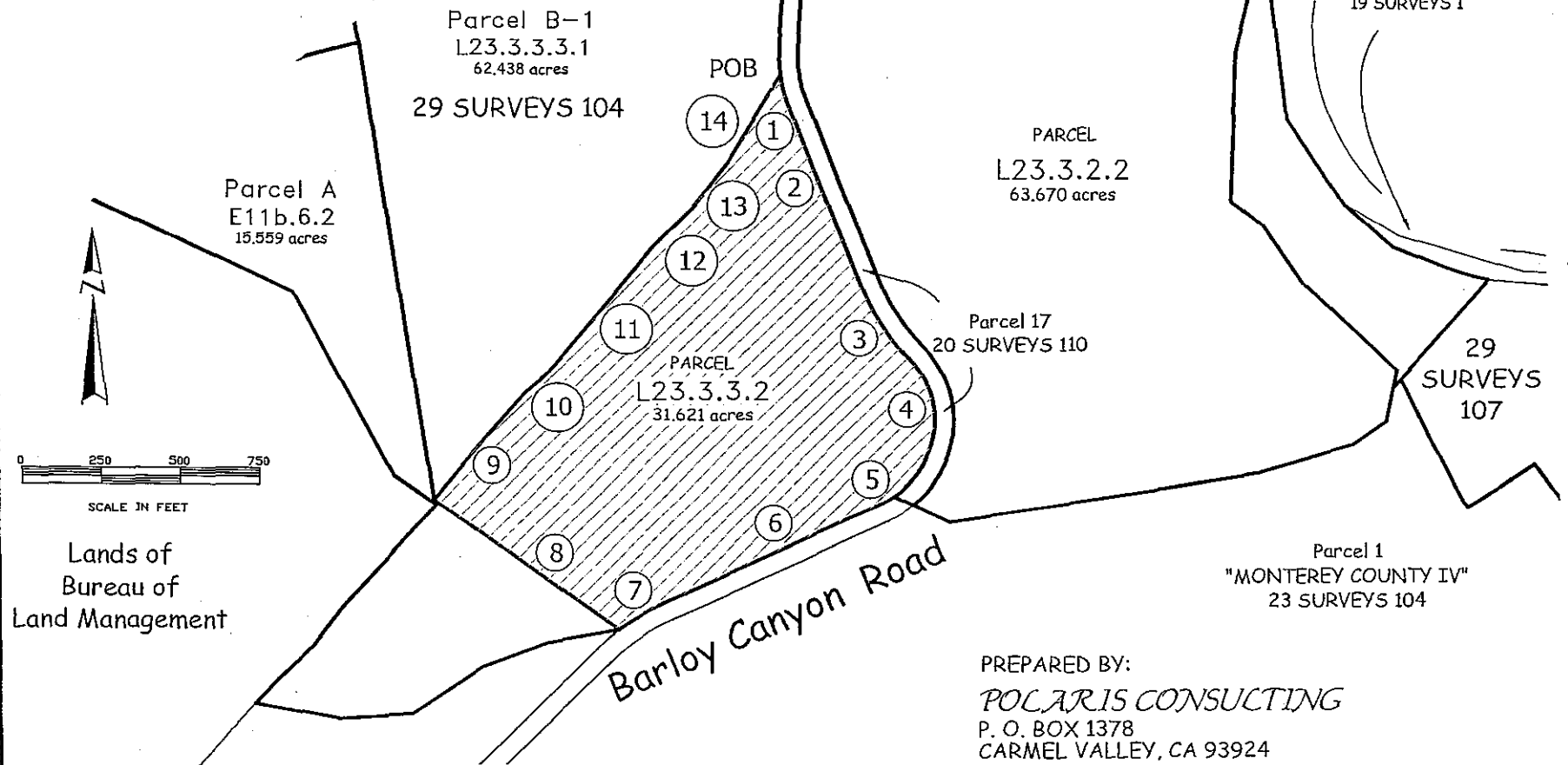
EXHIBIT

of

Parcel L23.3.3.2, Being a Portion of Parcel C,
Vol. 29 of Surveys at Page 104

FOST 10 EDC

Lying within the Fort Ord Military Reservation
as shown on Vol. 19 of Surveys at Page 1
Being also within Monterey City Lands Tract No. 1
Monterey County, California



Lands of
Bureau of
Land Management

Note: Course Numbers Refer to the Legal Description

PREPARED BY:
POLARIS CONSULTING
P. O. BOX 1378
CARMEL VALLEY, CA 93924
SCALE: 1" = 500' VIEW: LEGAL DATE: 3-23-2010
FILE NAME: MoCo FOST10 E Garrison Legals.dwg 29164

EDC Parcel L23.3.2.2
FOST 10
Monterey County
Fort Ord Military Reservation
Monterey County, California

Legal Description of Parcel L23.3.2.2

SITUATE in a portion of the former Fort Ord Military Reservation as it is shown on that certain map recorded in Volume 19 of Surveys at Page 1, Official Records of Monterey County, being within Monterey City Lands Tract No. 1, the City of Marina, County of Monterey, State of California; being a portion of Parcel C as it is shown on Volume 28 of Surveys at Page 143 being more particularly described as follows:

BEGINNING at a point on the northerly boundary of said Parcel C from which the most northerly common corner of Parcel B and said Parcel C as they are shown on that certain map recorded in Volume 28 of Surveys at Page 143 bears North $24^{\circ} 04' 51''$ West for a distance of 75.22 feet; thence from said Point of Beginning along the northerly boundary of said Parcel C

1. Along a curve to the left, the center of which bears North $65^{\circ} 55' 09''$ East for a distance of 150.11 feet, through an angle of $69^{\circ} 35' 53''$, having a radius of 150.11 feet, for an arc distance of 182.34 feet, and whose long chord bears South $58^{\circ} 52' 48''$ East for a distance of 171.34 feet to a point of intersection with a tangent line; thence along said northerly boundary
2. North $86^{\circ} 19' 16''$ East for a distance of 521.61 feet; thence continuing along said northerly boundary
3. South $78^{\circ} 35' 49''$ East for a distance of 632.93 feet to the beginning of a tangent curve; thence continuing along said northerly boundary
4. Along a curve to the right, through an angle of $73^{\circ} 08' 32''$, having a radius of 114.71 feet, for an arc distance of 146.44 feet, and whose long chord bears South $42^{\circ} 01' 33''$ East for a distance of 136.69 feet to a point of intersection with a tangent line; thence continuing along said northerly boundary
5. South $05^{\circ} 27' 17''$ East for a distance of 95.25 feet; thence continuing along said northerly boundary
6. South $08^{\circ} 15' 34''$ West for a distance of 62.65 feet; thence continuing along said northerly boundary
7. North $73^{\circ} 06' 22''$ East for a distance of 17.88 feet to a point from which corner numbered 205 on the perimeter boundary survey of Fort Ord Military Reservation, as shown on the map recorded in Volume 19 of Surveys at Page 1, bears North $73^{\circ} 06' 22''$ East for a distance of 32.91 feet, more or less; thence leaving the northerly boundary of said Parcel C

EDC Parcel L23.3.2.2
FOST 10
Monterey County
Fort Ord Military Reservation
Monterey County, California

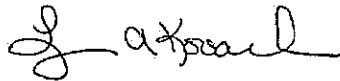
8. South 13° 29' 18" West for a distance of 304.85 feet; thence
9. South 02° 19' 12" West for a distance of 469.38 feet; thence
10. South 51° 41' 29" East for a distance of 127.44 feet; thence
11. South 33° 41' 24" E for a distance of 223.54 feet; thence
12. South 46° 05' 28" East for a distance of 297.04 feet; thence
13. South 45° 00' 00" East for a distance of 114.55 feet; thence
14. South 10° 52' 29" West for a distance of 62.55 feet, more or less, to a 5/8" rebar with cap marked "LS 5321" lying on the southerly boundary of said Parcel C; thence along said southerly boundary
15. South 11° 41' 33" West for a distance of 114.45 feet to a 5/8" rebar with cap marked "LS 5321"; thence continuing along said southerly boundary
16. South 53° 57' 45" West for a distance of 128.65 feet to a 5/8" rebar with cap marked "LS 5321"; thence continuing along said southerly boundary
17. South 73° 39' 30" West for a distance of 310.00 feet to a 5/8" rebar with cap marked "LS 5321"; thence continuing along said southerly boundary
18. South 80° 57' 08" West for a distance of 995.89 feet to a 5/8" rebar with cap marked "LS 5321"; thence continuing along said southerly boundary
19. North 64° 20' 35" West for a distance of 126.79 feet, more or less, to the beginning of a non-tangential curve, being also a point on the easterly boundary line of Parcel 17 as it is shown on Volume 20 of Surveys at Page 110; thence leaving said southerly boundary and following said easterly boundary of said Parcel 17
20. Along a curve to the left, the center of which bears North 39° 34' 53" West for a distance of 360.00 feet, through an angle of 93° 14' 17", having a radius of 360.00 feet, for an arc distance of 585.83 feet, and whose long chord bears North 03° 47' 59" East for a distance of 523.30 feet to a point of intersection with a tangent curve; thence continuing along said easterly boundary
21. Along a curve to the right, through an angle of 21° 34' 20", having a radius of 670.00 feet, for an arc distance of 252.26 feet, and whose long chord bears North 32° 02' 00"

EDC Parcel L23.3.2.2
FOST 10
Monterey County
Fort Ord Military Reservation
Monterey County, California

- West for a distance of 250.77 feet to a point of intersection with a tangent line; thence continuing along said easterly boundary
22. North 21° 14' 50" West for a distance of 626.02 feet to the beginning of a tangent curve; thence continuing along said easterly boundary
23. Along a curve to the right, through an angle of 25° 18' 30", having a radius of 370.00 feet, for an arc distance of 163.43 feet, and whose long chord bears North 08° 35' 35" West for a distance of 162.11 feet to a point of intersection with a tangent line; thence continuing along said easterly boundary
24. North 04° 03' 40" East for a distance of 661.18 feet to the beginning of a tangent curve; thence continuing along said easterly boundary
25. Along a curve to the right, through an angle of 17° 41' 03", having a radius of 170.00 feet, for an arc distance of 52.47 feet, and whose long chord bears North 12° 54' 11" East for a distance of 52.26 feet to the POINT OF BEGINNING.

Containing an area of 63.670 acres, more or less.

This legal description was prepared by



Lynn A. Kovach L. S. 5321
My license expires December 31, 2011



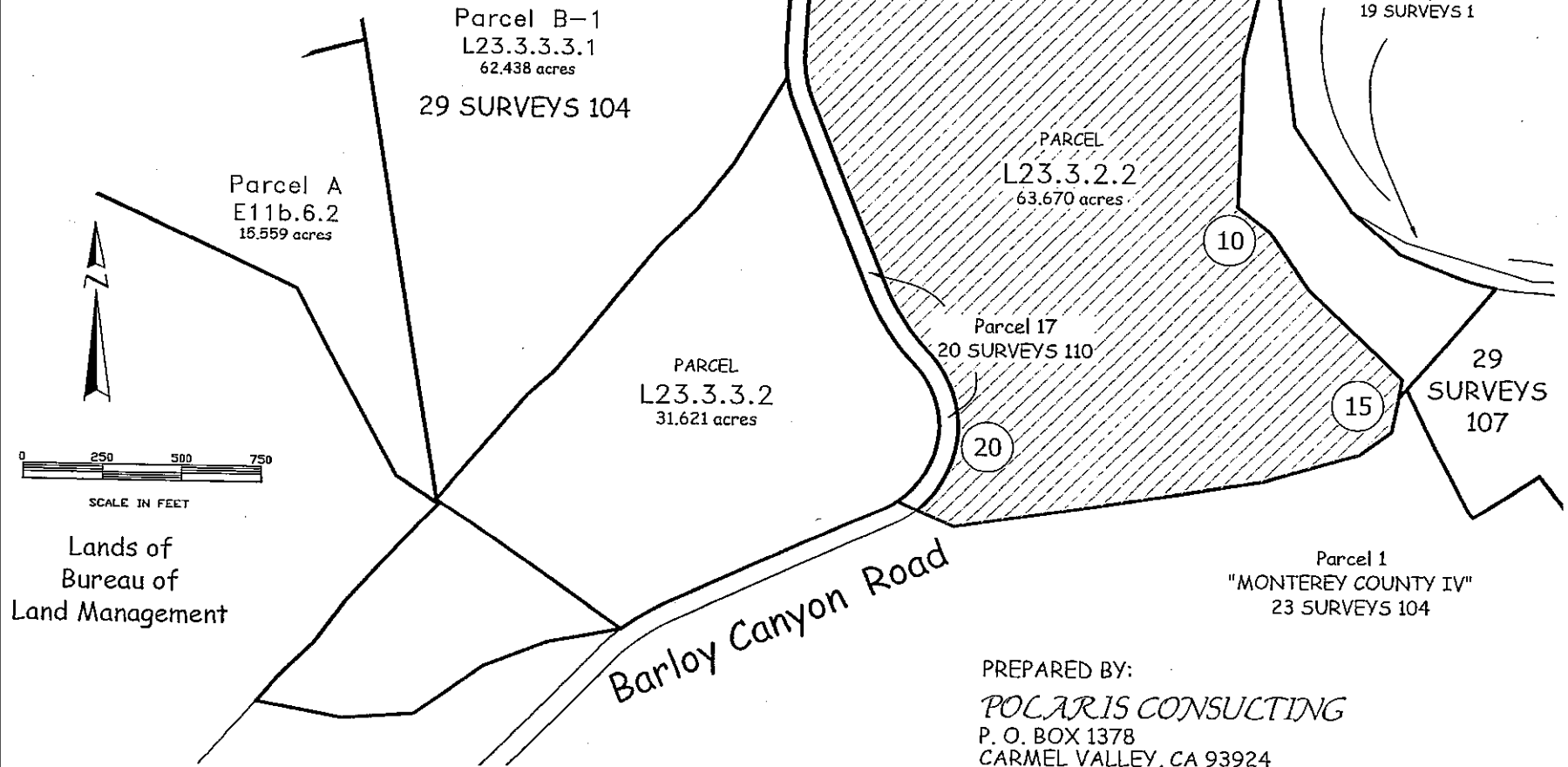
EXHIBIT
of

Parcel L23.3.2.2, Being a Portion of Parcel C,
Vol. 29 of Surveys at Page 104

FOST 10 EDC

Lying within the Fort Ord Military Reservation
as shown on Vol. 19 of Surveys at Page 1

Being also within Monterey City Lands Tract No. 1
Monterey County, California



Note: Course Numbers Refer to the Legal Description

PREPARED BY:
POLARIS CONSULTING
P. O. BOX 1378
CARMEL VALLEY, CA 93924
SCALE: 1" = 500' VIEW: LEGAL DATE: 3-23-2010
FILE NAME: MoCo FOST10 E Garrison Legals.dwg 29164

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EXHIBIT "B"

**Exhibit "D" to the Government Deed
Environmental Protection Provisions**

EXHIBIT "D"

ENVIRONMENTAL PROTECTION PROVISIONS

1. FEDERAL FACILITY AGREEMENT

The Grantor acknowledges that the former Fort Ord has been identified as a National Priorities List (NPL) site under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) of 1980, as amended. The Grantee acknowledges that the Grantor has provided it with a copy of the Fort Ord Federal Facility Agreement, and any additional amendments thereto (FFA), entered into by the United States Environmental Protection Agency Region IX (USEPA), the State of California, and the Department of the Army, effective on November 19, 1990, and will provide the Grantee with a copy of any future amendments thereto. For so long as the Property remains subject to the FFA, the Grantee, its successors and assigns, agree that they will not interfere with United States Department of the Army activities required by the FFA. Grantor shall give Grantee reasonable notice of its action required by the FFA and use all reasonable means to the extent practicable to avoid and/or minimize interference with Grantee's, its successors' or assigns' use of the Property. In addition, should any conflict arise between the FFA and any amendment thereto and the deed provisions, the FFA provisions will take precedence. The Grantor assumes no liability to the Grantee, its successors and assigns, should implementation of the FFA interfere with their use of the Property. Grantor agrees to use its best efforts to the extent practicable to avoid and/or minimize interference with Grantee's, its successors' or assigns' use of the Property, and to provide Grantee with a copy of any amendments to the FFA.

2. LAND USE RESTRICTIONS

Applicable to Parcels L20.2.2, L20.2.3.1, and L23.3.3.1:

A. The United States Department of the Army (Army) has undertaken careful environmental study of the Property and concluded that the land use restrictions set forth below are required to ensure protection of human health and the environment. The Grantee, its successors or assigns, shall not undertake nor allow any activity on or use of the Property that would violate the land use restrictions contained herein.

B. **Groundwater Restriction.** As described in the NOTICE OF THE PRESENCE OF CONTAMINATED GROUNDWATER, the Grantee is hereby informed and acknowledges that the groundwater under portions of the Property and associated with the Operable Unit 2 (OU2) groundwater plume is contaminated with volatile organic compounds (VOCs), primarily trichloroethene (TCE). In accordance with the provisions of Section 6 of the Environmental Protection Provisions, the Grantee, its successors and assigns, are restricted from accessing or using groundwater underlying the Property for any purpose. For the purpose of this restriction, "groundwater" shall have the same meaning as in Section 101(12) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

C. Modifying Restrictions. Nothing contained herein shall preclude the Grantee, its successors or assigns, from undertaking, in accordance with applicable laws and regulations and without any cost to the Grantor, such additional action necessary to allow for other less restrictive use of the Property. Prior to such use of the Property, Grantee shall consult with and obtain the approval of the Grantor, and, as appropriate, the State or Federal regulators, or the local authorities, in accordance with these Environmental Protection Provisions and the provisions of the applicable Covenants to Restrict Use of Property (CRUPs). Upon the Grantee's obtaining the approval of the Grantor and, as appropriate, State or Federal regulators, or local authorities, the Grantor agrees to record an amendment hereto. This recordation shall be the responsibility of the Grantee and at no additional cost to the Grantor.

D. Submissions. The Grantee, its successors and assigns, shall submit any requests for modifications to the above restrictions to Grantor, the USEPA, the DTSC, and the RWQCB, in accordance with the provisions of the CRUP(s), by first class mail, postage prepaid, addressed as follows:

- 1) Grantor: Director, Fort Ord Office
Army Base Realignment and Closure
P.O. Box 5008
Presidio of Monterey, CA 93944-5008

- 2) USEPA: Chief, Federal Facility and Site Cleanup Branch
Superfund Division
U.S. Environmental Protection Agency, Region IX
75 Hawthorne Street, Mail Code: SFD-8-3
San Francisco, CA 94105-3901

- 3) DTSC: Supervising Hazardous Substances Engineer II
Brownfields and Environmental Restoration Program
Department of Toxic Substances Control
Sacramento Office
8800 Cal Center Drive
Sacramento, CA 95826-3200

- 4) RWQCB: Executive Officer
California Regional Water Quality Control Board
Central Coast Region
895 Aerovista Place, Suite 101
San Luis Obispo, CA 93401-7906

3. NOTICE OF THE POTENTIAL FOR THE PRESENCE OF MUNITIONS AND EXPLOSIVES OF CONCERN (MEC)

A. The Grantee is hereby notified that, due to the former use of the Property as a military installation, all of the parcels may contain munitions and explosives of concern (MEC). The term MEC means specific categories of military munitions that may pose unique explosives safety risks and includes: (1) Unexploded Ordnance (UXO), as defined in 10 U.S.C. §101(e)(5); (2) Discarded military munitions (DMM), as defined in 10 U.S.C. §2710(e)(2); or (3) Munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. §2710(e)(3), present in high enough concentrations to pose an explosive hazard. For the purposes of the basewide Military Munitions Response Program (MMRP) being conducted for the former Fort Ord and these Environmental Protection Provisions (EPPs), MEC does not include small arms ammunition (i.e. ammunition .50 caliber or smaller, or for shotguns, with projectiles not containing explosives, other than tracers).

B. The Property was previously used for a variety of purposes, including operational ranges for live-fire training (small arms ammunition); leadership reaction course; combat leader course; field battalion training; mechanic training; engineering training; field expedient training; and tactical training. Munitions responses were conducted on the Property. Any MEC discovered were disposed of by a variety of methods, including open detonation, either in place or as a consolidated shot, or destroyed using contained detonation. A summary of MEC discovered on the Property is provided in Exhibit "E". Site maps depicting the locations of Munitions Response Sites are provided at Exhibit "F".

C. The Grantor represents that, to the best of its knowledge, no MEC are currently present on the Property. Notwithstanding the Grantor's determination, the parties acknowledge that there is a possibility that MEC may exist on the Property. Per this acknowledgment, and to promote safety, the Grantor provides munitions recognition and safety training to anyone who requests it. If the Grantee, any subsequent owner, or any other person should find any MEC on the Property, they shall immediately stop any intrusive or ground-disturbing work in the area or in any adjacent areas and shall not attempt to disturb, remove or destroy it, but shall immediately notify the local law enforcement agency having jurisdiction on the Property so that appropriate explosive ordnance disposal personnel can be dispatched to address such MEC as required under applicable law and regulations and at no expense to the Grantee. The Grantee hereby acknowledges receipt of the "Ordnance and Explosives Safety Alert" pamphlet.

Applicable to Parcels E11b.6.3, E11b.7.2, L20.2.2, L20.2.3.1, L20.19.1.2, L23.3.2.2, L23.3.3.1, and L23.3.3.2:

D. Because the Grantor cannot guarantee all MEC have been removed, the Grantor recommends reasonable and prudent precautions be taken when conducting intrusive operations on the Property and will, at its expense, provide construction worker explosives safety and munitions recognition training. For specific Track 1 sites and Track 1 areas that overlap the Property (MRS-5, MRS-27F, MRS-45A, MRS-46, MRS-59A, MRS-59B, East Garrison Area 2), the Grantor recommends construction personnel involved in intrusive operations at these sites attend the Grantor's explosives safety and munitions recognition training. To accomplish that objective, the Grantee will notify the Grantor of planned intrusive activities. The Grantor will, in turn, provide explosives safety and munitions recognition training to construction personnel prior

to the start of any intrusive work, as appropriate. For the Track 1 sites and Track 1 areas where explosives safety and munitions recognition training is recommended (MRS-5, MRS-27F, MRS-45A, MRS-46, MRS-59A, MRS-59B, and East Garrison Area 2), the Grantor will assess whether the education program should continue during the next five-year review (2007). If information indicates no MEC items have been found in the course of development or redevelopment of the site, it is expected the education program may, with the concurrence of the regulatory agencies, be discontinued, subject to reinstatement if MEC is encountered in the future.

E. Easement and Access Rights.

1. The Grantor reserves a perpetual and assignable right of access on, over, and through the Property, to access and enter upon the Property in any case in which a munitions response action is found to be necessary, or such access and entrance is necessary to carry out a munitions response action on adjoining property as a result of the ongoing Munitions Response Remedial Investigation/Feasibility Study. Such easement and right of access includes, without limitation, the right to perform any additional investigation, sampling, testing, test-pitting, surface and subsurface clearance operations, or any other munitions response action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this Deed. This right of access shall be binding on the Grantee, its successors and assigns, and shall run with the land.

2. In exercising this easement and right of access, the Grantor shall give the Grantee or the then record owner, reasonable notice of the intent to enter on the Property, except in emergency situations. Grantor shall use reasonable means, without significant additional cost to the Grantor, to avoid and/or minimize interference with the Grantee's and the Grantee's successors' and assigns' quiet enjoyment of the Property; however, the use and/or occupancy of the Property may be limited or restricted, as necessary, under the following scenarios: (a) to provide the required minimum separation distance employed during intrusive munitions response actions that may occur on or adjacent to the Property; and (b) if Army implemented prescribed burns are necessary for the purpose of a munitions response action (removal) in adjacent areas. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Grantee nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

3. In exercising such easement and right of access, neither the Grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this Paragraph. In addition, the Grantee, its successors and assigns, shall not interfere with any munitions response action conducted by the Grantor on the Property.

F. The Grantee acknowledges receipt of the Track 0 Record of Decision (June 2002), the Track 1 Record of Decision (March 2005), the Track 0 Plug-In Approval Memorandum, Group D Parcels (May 2006); the Track 0 Approval Memorandum, East Garrison Area 1 (December 2003); the Track 1 Plug-In Approval Memorandum, East Garrison Areas 2 and 4 NE (March 2006); and the Track 1 Plug-In Approval Memorandum, Multiple Sites, Groups 1 - 5 (July 2006).

4. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT

Applicable to Parcels L20.2.2, L23.3.2.2, and L23.3.3.1:

A. The Grantee is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos-containing material (ACM) has been found on the Property, as described in the Asbestos Survey Report (April 26, 1993) and summarized in the CERFA Report (April 8, 1994). The Property may also contain improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, that contain friable and non-friable asbestos or ACM. The Occupational Safety and Health Administration (OSHA) and the U.S. Environmental Protection Agency (USEPA) have determined that unprotected or unregulated exposure to airborne asbestos fibers increases the risk of asbestos-related diseases, including certain cancers that can result in disability or death.

B. The Grantee covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos. To the extent required under applicable law or regulation, the Grantee agrees to be responsible for any future remediation or abatement of asbestos found to be necessary on the Property to include ACM in or on buried pipelines, if any, that would not otherwise be the responsibility of the Grantor under CERCLA or any other applicable statute.

C. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its asbestos and ACM content and condition and any hazardous or environmental conditions relating thereto. The failure of the Grantee to inspect, or to be fully informed as to the asbestos condition of all or any portion of the Property, will not constitute grounds for any claim or demand against the United States, or any adjustment under this deed.

5. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT (LBP) AND COVENANT AGAINST THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSE

Applicable to Parcels L20.2.2, L23.3.2.2, and L23.3.3.1:

A. The Grantee is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that there is a risk of exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

B. The Grantee covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Property, as defined under 24 Code of Federal Regulations Part 35, without complying with this section and all applicable Federal, State, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property, where its use subsequent to sale is intended for residential habitation, the Grantee specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992).

C. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its lead-based paint content and condition and any hazardous or environmental conditions relating thereto. The failure of the Grantee to inspect, or to be fully informed as to the lead-based paint condition of all or any portion of the Property, will not constitute grounds for any claim or demand against the United States, or any adjustment under this deed.

6. NOTICE OF THE PRESENCE OF CONTAMINATED GROUNDWATER

Applicable to Parcels L20.2.2, L20.2.3.1, and L23.3.3.1:

A. The Property is within the "Consultation Zone" of the "Special Groundwater Protection Zone." The Consultation Zone includes areas surrounding the "Prohibition Zone" where groundwater extraction may impact or be impacted by the four identified groundwater contamination plumes at the former Fort Ord. The Consultation Zone is also identified on the "Former Fort Ord Special Groundwater Protection Zone Map," which is on file with the County of Monterey (the County). County Ordinance No. 04011 requires consultation with the Grantor, the USEPA, the DTSC, the RWQCB, and the County for proposed water well construction within the Consultation Zone.

B. The Grantee covenants for itself, its successors, and assigns not to access or use groundwater underlying the Property for any purpose without the prior written approval of the Grantor, the USEPA, the DTSC, the RWQCB, and the County. For the purpose of this restriction, "groundwater" shall have the same meaning as in section 101(12) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

C. The Grantee covenants for itself, its successors and assigns that neither the Grantee, its successors or assigns, nor any other person or entity acting for or on behalf of the Grantee, its successors or assigns, shall interfere with any response action being taken on the Property by or on behalf of the Grantor, or interrupt, relocate, or otherwise interfere or tamper with any remediation system or monitoring wells now or in the future located on, over, through, or across any portion of the Property without the express written consent of the Grantor in each case first obtained.

D. The Grantee covenants for itself, its successors, or assigns, that it will not undertake nor allow any activity on or use of the Property that would violate the restrictions contained

herein. These restrictions and covenants are binding on the Grantee, its successors and assigns; shall run with the land; and are forever enforceable.

7. NOTICE OF RARE, THREATENED AND ENDANGERED SPECIES MANAGEMENT

Applicable to Parcel L20.19.1.2:

The Grantee acknowledges and agrees to implement the following provisions, as applicable, relative to listed species:

A. The Property is within a Habitat Management Plan (HMP) Development Area. No resource conservation requirements are associated with the HMP for these parcels. However, small pockets of habitat may be preserved within and around the Property.

B. The March 30, 1999, Biological and Conference Opinion on the Closure and Reuse of Fort Ord, Monterey County, California (1-8-99-F/C-39R); the October 22, 2002, Biological Opinion on the Closure and Reuse of Fort Ord, Monterey County, California, as it affects Monterey Spineflower Critical Habitat, (1-8-01-F-70R); and the March 14, 2005, Biological Opinion for the Cleanup and Reuse of Former Fort Ord, Monterey County, California, as it affects California Tiger Salamander and Critical Habitat for Contra Costa Goldfields Critical Habitat (1-8-04-F-25R) identify sensitive biological resources that may be salvaged for use in restoration activities within reserve areas, and allows for development of the Property.

C. The HMP does not exempt the Grantee from complying with environmental regulations enforced by Federal, State, or local agencies. These regulations could include obtaining the Endangered Species Act (ESA) (16 U.S.C. §§ 1531-1544 et seq.) Section 7 or Section 10(a) permits from the U.S. Fish and Wildlife Service (USFWS); complying with prohibitions against take of listed animals under ESA Section 9; complying with prohibitions against the removal of listed plants occurring on Federal land or the destruction of listed plants in violation of any State laws; complying with measures for conservation of State-listed threatened and endangered species and other special-status species recognized by California ESA, or California Environmental Quality Act (CEQA); and complying with local land use regulations and restrictions.

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

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

F. The HMP does not authorize incidental take of any species listed as threatened or endangered under the ESA by entities acquiring land at the former Fort Ord. The USFWS has recommended that all non-Federal entities acquiring land at former Fort Ord apply for ESA Section 10(a)(1)(B) incidental take permits for the species covered in the HMP. The definition of "take" under the ESA includes to harass, harm, hunt, shoot, wound, kill, trap, capture, or collect, or attempt to engage in any such conduct. Although the USFWS will not require further mitigation from these entities that are in conformation with the HMP, those entities without incidental take authorization would be in violation of the ESA if any of their actions resulted in the take of a listed animal species. To apply for a Section 10 (a)(1)(B) incidental take permit, an entity must submit an application form (Form 3-200), a complete description of the activity sought to be covered by the permit, and a conservation plan (50 CFR 17.22[b]).

Applicable to Parcels E11b.6.3, E11b.7.1.2, E11b.7.2, L20.2.2, L20.2.3.1, L23.3.2.2, L23.3.3.1, and L23.3.3.2:

A. The Property contains habitat occupied and/or potentially occupied by several sensitive wildlife and plant species, some of which are listed or proposed for listing as threatened or endangered under the Endangered Species Act (ESA). Applicable laws and regulations restrict activities that involve the potential loss of populations and habitats of listed species. To fulfill Grantor's commitment in the Fort Ord Disposal and Reuse Environmental Impact Statement Record of Decision, made in accordance with the National Environmental Policy Act of 1969, 42 U.S.C §§ 4321 et seq., this deed requires the conservation in perpetuity of these sensitive wildlife and plant species and their habitats consistent with the U.S. Fish and Wildlife Service Biological Opinions for disposal of the former Fort Ord lands issued pursuant to Section 7 of the ESA on March 30, 1999, October 22, 2002, and March 14, 2005, respectively. By requiring Grantee, its successors and assigns to comply with the Installation-Wide Multispecies Habitat Management Plan (HMP), Grantor intends to fulfill its responsibilities under Section 7 of the ESA and to minimize future conflicts between species protection and economic development of portions of the Property.

B. Grantee acknowledges that it has received a copy of the HMP dated April 1997. The HMP, which is incorporated herein by reference, provides a basewide framework for disposal of lands within former Fort Ord wherein development and potential loss of species and/or habitat is anticipated to occur in certain areas of the former Fort Ord (the HMP Development Areas) while permanent species and habitat conservation is guaranteed within other areas of the former Fort Ord (i.e., the HMP Reserve and Corridor parcels). Disposal of former Fort Ord lands in accordance with and subject to the restrictions of the HMP is intended to satisfy the Army's responsibilities under Section 7 of the ESA.

C. The following parcels of land within the Property hereby conveyed or otherwise transferred to Grantee are subject to the specific use restrictions and/or conservation, management, monitoring, and reporting requirements identified for the parcel in the HMP:

- 1) Habitat Reserve Parcels: E11b.6.3, E11b.7.1.2, and E11b.7.2;

2) Habitat Corridor with Allowance for Future Development Parcels: L20.2.2 and L20.2.3.1; and

3) Borderland Development Areas along Natural Resource Management Area (NRMA) Interface Parcels: L20.2.2, L20.2.3.1, L23.3.3.1, L23.3.2.2, and L23.3.3.2.

D. Any boundary modifications to the Borderland Development Areas along NRMA Interface must be approved in writing by the U. S. Fish and Wildlife Service (USFWS) and must maintain the viability of the HMP for permanent species and habitat conservation.

E. The HMP describes existing habitat and the likely presence of sensitive wildlife and plant species that are treated as target species in the HMP. Some of the target species are currently listed or proposed for listing as threatened or endangered under the ESA. The HMP establishes general conservation and management requirements applicable to the Property to conserve the HMP species. These requirements are intended to meet mitigation obligations applicable to the Property resulting from the Army disposal and development reuse actions. Under the HMP, all target species are treated as if listed under the ESA and are subject to avoidance, protection, conservations and restoration requirements. Grantee shall be responsible for implementing and funding each of the following requirements set forth in the HMP as applicable to the Property:

1) Grantee shall implement all avoidance, protection, conservation, and restoration requirements identified in the HMP as applicable to the Property and shall cooperate with adjacent property owners in implementing mitigation requirements identified in the HMP for adjacent sensitive habitat areas.

2) Grantee shall protect and conserve the HMP target species and their habitats within the Property, and, other than those actions required to fulfill a habitat restoration requirement applicable to the Property, shall not remove any vegetation, cut any trees, disturb any soil, or undertake any other actions that would impair the conservation of the species or their habitats. Grantee shall accomplish the Resource Conservation Requirements and Management Requirements identified in Chapter 4 of the HMP as applicable to any portion of the Property.

3) Grantee shall manage, through an agency or entity approved by USFWS, each HMP parcel, or portion thereof, within the Property that is required in the HMP to be managed for the conservation of the HMP species and their habitats, in accordance with the provisions of the HMP.

4) Grantee shall either directly, or indirectly through its USFWS approved habitat manager, implement the management guidelines applicable to the parcel through the development of a site-specific management plan. The site-specific habitat management plan must be developed and submitted to USFWS (and, for non-Federal recipients, California Department of Fish and Game (CDFG) as well) for approval within six months from the date the recipient obtains title to the parcel. Upon approval by USFWS (and, as appropriate, CDFG) the recipient shall implement the plan. Such plans may thereafter be modified through the

Coordinated Resource Management and Planning (CRMP) process or with the concurrence of USFWS (and, as appropriate, CDFG) as new information or changed conditions indicate the need for adaptive management changes. The six-month deadline for development and submission of a site-specific management plan may be extended by mutual agreement of USFWS, CDFG (if appropriate), and the recipient.

5) Grantee shall restrict access to the Property in accordance with the HMP, but shall allow access to the Property, upon reasonable notice of not less than 48 hours, by USFWS, and its designated agents, for the purpose of monitoring Grantee's compliance with, and for such other purposes as are identified in the HMP.

6) Grantee shall comply with all monitoring and reporting requirements set forth in the HMP that are applicable to the Property, and shall provide an annual monitoring report, as provided for in the HMP, to the Bureau of Land Management (BLM) on or before November 1 of each year, or such other date as may be hereafter agreed to by USFWS and BLM.

7) Grantee shall not transfer, assign, or otherwise convey any portion of, or interest in, the Property subject to the habitat conservation, management or other requirements of the HMP, without the prior written consent of Grantor, acting by and through the USFWS (or designated successor agency), which consent shall not be unreasonably withheld. Grantee covenants for itself, its successors and assigns, that it shall include and otherwise make legally binding the provisions of the HMP in any deed, lease, right of entry, or other legal instrument by which Grantee divests itself of any interest in all or a portion of the Property. The covenants, conditions, restrictions and requirements of this deed and the provisions of the HMP shall run with the land. The covenants, conditions, restrictions and requirements of this deed and the HMP benefit the lands retained by the Grantor that formerly comprised Fort Ord, as well as the public generally. Management responsibility for the Property may only be transferred as a condition of the transfer of the Property, with the consent of the USFWS. USFWS may require the establishment of a perpetual trust fund to pay for the management of the Property as a condition of transfer of management responsibility from Grantee.

8) This conveyance is made subject to the following ENFORCEMENT PROVISIONS

a) Grantor hereby reserves a reversionary interest in all of the Property. If Grantor (or its assigns), acting through the USFWS or a designated successor agency, determines that those parcels identified in Paragraph C. above or any other portion of the Property subject to a restriction or other requirement of the HMP is not being conserved and/or managed in accordance with the provisions of the HMP, then Grantor may, in its discretion, exercise a right to reenter the Property, or any portion thereof, in which case, the Property, or those portions thereof as to which the right of reentry is exercised, shall revert to Grantor. In the event that Grantor exercises its right of reentry as to all or portions of the Property, Grantee shall execute any and all documents that Grantor deems necessary to perfect or provide recordable notice of the reversion and for the complete transfer and reversion of all right, title and interest in the Property or portions thereof. Subject to applicable Federal law, Grantee shall be liable for all

costs and fees incurred by Grantor in perfecting the reversion and transfer of title. Any and all improvements on the Property or those portions thereof reverting to Grantor shall become the property of Grantor, and Grantee shall not be entitled to any payment therefore.

b) In addition to the right of reentry reserved in paragraph a. above, if Grantor (or its assigns), acting through the USFWS or a successor designated agency, determines that Grantee is violating or threatens to violate the provisions of paragraph 7 of this Deed Exhibit or the provisions of the HMP, Grantor shall provide written notice to Grantee of such violation and demand corrective action sufficient to cure the violation, and where the violation involves injury to the Property resulting from any use or activity inconsistent with the provisions of Paragraph 7 of this Deed Exhibit or the provisions of the HMP, to restore the portion of the Property so injured. If Grantee fails to cure a violation within sixty (60) days after receipt of notice thereof from Grantor, or under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, or fails to continue to diligently cure such violation until finally cured, Grantor may bring an action at law or in equity in a court of competent jurisdiction to enforce the covenants, conditions, reservations and restrictions of this deed and the provisions of the HMP, to enjoin the violation, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the covenants, conditions, reservations and restrictions of this deed or the provisions of the HMP, or injury to any conservation value protected by this deed or the HMP, and to require the restoration of the Property to the condition that existed prior to such injury. If Grantor, in its good faith and reasonable discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the species and habitat conservation values of the Property, Grantor may pursue its remedies under this paragraph without prior notice to Grantee or without waiting for the period provided for the cure to expire. Grantor's rights under this paragraph apply equally in the event of either actual or threatened violations of covenants, conditions, reservations and restrictions of this deed or the provisions of the HMP, and Grantee acknowledges that Grantor's remedies at law for any of said violations are inadequate and Grantor shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantor may be entitled, including specific performance of the covenants, conditions, reservations and restrictions of this deed and the provisions of the HMP.

c) Enforcement of the covenants, conditions, reservations and restrictions in this deed and the provisions of the HMP shall be at the discretion of Grantor, and any forbearance by Grantor to exercise its rights under this deed and the HMP in the event of any such breach or violation of any provision of this deed or the HMP by Grantee shall not be deemed or construed to be a waiver by Grantor of such provision or of any subsequent breach or violation of the same or any other provision of this deed or the HMP or of any of Grantor's rights under this deed or the HMP. No delay or omission by Grantor in the exercise of any right or remedy upon any breach or violation by Grantee shall impair such right or remedy or be construed as a waiver.

d) In addition to satisfying Army's responsibilities under Section 7 of the ESA, Grantee's compliance with the covenants, conditions, reservations and restrictions contained in this deed and with the provisions of the HMP are intended to satisfy mitigation

obligations included in any future incidental take permit issued by USFWS pursuant to Section 10(a)(1)(B) of the Endangered Species Act which authorizes the incidental take of a target HMP species on the Property. Grantee acknowledges that neither this deed nor the HMP authorizes the incidental take of any species listed under the ESA. Authorization to incidentally take any target HMP wildlife species must be obtained by Grantee separately, or through participation in a broader habitat conservation plan and Section 10(a)(1)(B) permit based on the HMP and approved by USFWS.

**Before the Board of Directors of the Redevelopment Agency
in and for the County of Monterey, State of California**

Resolution No: 10 – 117

Accept a Quitclaim Deed transferring ownership of land)
on the former Fort Ord designated as Parcels L23.3.2.2,)
L23.3.3.1, and L23.3.3.2 (East Garrison II Development)
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 July 10, 2009 the U.S. Army recorded with the Monterey County Recorder at Document No. 2009043253 a deed transferring to FORA ownership of certain properties collectively known as the "POST 10" 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, on October 12, 2009 FORA executed a Quitclaim Deed transferring ownership of Parcels L23.3.2.2, L23.3.3.1, and L23.3.3.2 (East Garrison II Development Parcels) to the Redevelopment Agency of the County of Monterey.

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

- a. Accepted a Quitclaim Deed transferring ownership of land on the former Fort Ord designated as Parcels L23.3.2.2, L23.3.3.1, and L23.3.3.2 (East Garrison II Development Parcels) from the Fort Ord Reuse Authority to the Redevelopment Agency of the County of Monterey; and
- b. Authorized the Chair of the Board to sign the acceptance.

PASSED AND ADOPTED on this 4th day of May, 2010, upon motion of Director Parker, seconded by Director Potter, by the following vote, to-wit:

AYES: Directors Armenta, Calcagno, Salinas, Parker, Potter

NOES: None

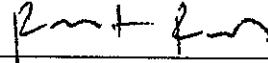
ABSENT: None

I, Gail T. Borkowski, 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 75 for the meeting on May 4, 2010.

Dated: May 7, 2010

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By



Deputy