



WHEREAS, Fort Ord, California, has been identified as a National Priority List Site under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) of 1980, as amended. The **GRANTOR** has provided the **GRANTEE** with a copy Of the Fort Ord Base Federal Facility Agreement (FFA) and all amendments thereto entered into by EPA Region IX, the State of California, and the Army that were effective on November 19, 1990; and

WHEREAS, the California State Historic Preservation Officer (SHPO) has determined that no structures, monuments, or other property within the subject Property were identified as having any historical significance; and

WHEREAS, with regard to the Property, the **GRANTOR** has fulfilled the requirements of the Stewart B. McKinney Homeless Assistance Act, 42, U. S. C. 11411; and

WHEREAS, the **GRANTEE** intends to maintain certain specified sensitive species habitat areas on the Property as required in the Installation-Wide Multispecies Habitat Management Plan (HMP) for Fort Ord, California;

NOW, THEREFORE, the **GRANTOR**, for and in consideration of the assumption by the **GRANTEE** of all the obligations set forth herein and for the performance by the **GRANTEE** of the covenants, conditions, reservations, and restrictions hereinafter contained, does hereby remise, release, and quit claim to the **GRANTEE**, its successors and assigns, all right, title, interest, claim and demand, but reserving certain exclusions, reservations, restrictions, conditions, and covenants of this Deed, which the **GRANTOR** has in and to the Property, and described in EXHIBIT "A", which is incorporated herein by reference; together with all and singular, the appurtenances, hereditaments, improvements, tenements and all electric, natural gas, water, sewer, storm water, and communication signals (including telephone and cable television) systems owned by **GRANTOR** (collectively "Utility Systems"), now existing on, within and under the subject parcels of the Property, there unto belonging or in any way appertaining, and the reversions, remainders, issues, profits and rent thereof, except as hereinafter otherwise expressly provided.

TOGETHER WITH items of personal property for public airport purposes situated aisle the Property as described in EXHIBIT "A" hereof and such personal property is likewise described elsewhere and conveyed for the use stated therein. EXHIBIT "B" lists various existing easements and other encumbrances by other agencies and individuals; and

1. By acceptance of this Deed or any rights hereunder, the **GRANTEE**, for itself, its successors and assigns, also assumes the obligation of, covenants to abide by and agree to, and this transfer is made subject to, the following reservations, restrictions, conditions and covenants set forth in subparagraph A to P, inclusive, of this paragraph, which shall run with the land: Provided, that the Property transferred hereby may be successively transferred only with the proviso that any such subsequent transferee assumes all the obligations imposed upon the **GRANTEE** by the provisions of this Deed;

A. That, except as provided in subsection C of this section, the Property transferred by this Deed shall be used for public airport purposes for the use and benefit of the public, on fair and reasonable terms and without unjust discrimination and without grant or exercise of any exclusive right for use of the airport within the meaning of the term "exclusive right" as used in subsection E of this section. As used in this Deed, the term "airport" shall be deemed to include all land, buildings, structures, improvements and equipment used for public airport purposes unless otherwise elsewhere stated.

B. That, except as provided in subsection C of this section, the entire landing area, as defined in Section 101 of the Federal Aviation Act of 1958, as amended [49 U.S.C. App. Section 40102 (28)], and Federal Aviation Regulations pertaining thereto, and all structures, improvements, facilities and equipment in which this Deed transfers any interest, shall be maintained for the use and benefit of the public at all times in safe and serviceable conditions, to insure its efficient operation and use, provided, however, that such maintenance shall be required as to structures, improvements, facilities and equipment only during the useful life thereof, as determined by the **ADMINISTRATOR**. In the event materials are required to rehabilitate or repair certain of the aforementioned structures, improvements, facilities or equipment, they may be procured by demolition of other structures, improvements, facilities or equipment transferred hereby and located on the above land which have outlived their use as airport property in the opinion of the **ADMINISTRATOR**.

C. That no Property transferred by this Deed shall be used, leased, sold, hypothecated, salvaged, or disposed of by the **GRANTEE** for other than airport purposes without the written consent of the **ADMINISTRATOR** which consent shall be granted only if the **ADMINISTRATOR** determines that the Property can be used, leased, sold, hypothecated, salvaged, or disposed of for other than airport purposes without materially and adversely affecting the development, improvement, operation, or maintenance of the airport at which such Property is located pursuant to Section 1622(g)(2)(A) of the Surplus Property Act [50 U.S.C. App. 1622(g)(2)(A)]. The term "Property" as used herein is deemed to include revenue or proceeds derived therefrom. Temporary closing of the airport for special events for non aeronautical purposes must be approved by the **ADMINISTRATOR**.

D. Property transferred for the development, improvement, operation or maintenance of the airport shall be used and maintained for the use and benefit of the public on **fair and** reasonable terms, without unjust discrimination, and without grant or exercise of any exclusive right for use of the airport within the meaning of the term "exclusive right" as used in subsection E of this section. In furtherance of this covenant (but without limiting its general applicability and effect) the **GRANTEE** specifically agrees: (1) that it will keep the airport available as an airport for public use on fair and reasonable terms and without unjust discrimination, to all types, kinds and classes of aeronautical uses. Provided, that the **GRANTEE** may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport; and provided, further, that the **GRANTEE** may prohibit or limit any given type, kind, or class of aeronautical use of the airport if such action is

necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public. (2) That in its operation and the operation of facilities on the airport, neither it nor any person or organization occupying space or facilities thereupon will discriminate against any person or class of persons by reason of race, color, creed, age, religion, national origin, sex or handicap in the use of any of the facilities provided for the public on the airport. (3) That in any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the airport, the **GRANTEE** will insert and enforce provisions requiring the contractor: (a) to furnish said service on a fair, equal and not unjustly discriminatory basis to all users thereof, and (b) to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. (4) That the **GRANTEE** will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair and fueling) that it may choose to perform. (5) That in the event the **GRANTEE** itself exercises any of the rights and privileges referred to in subsection (3) above, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the **GRANTEE** under the provisions of such subsection (3) of this section ID.

E. The **GRANTEE** will not grant or permit any exclusive right for the use of the airport at which the Property described herein is located which is forbidden by Section 308 of the Federal Aviation Act of 1958, as amended [49 U.S.C. App. Section 44502(a)] and the Surplus Property Act [50 U.S.C. App. Sec 1622], by any person or persons to the exclusion of others in the same class and will otherwise comply with all applicable laws. In furtherance of this covenant (but without limiting its general applicability and effect), the **GRANTEE** specifically agrees that, unless authorized by the **ADMINISTRATOR**, it will not, either directly or indirectly, grant or permit any person, firm or corporation the exclusive right to conduct any aeronautical activity on the airport including but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aircraft petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity. The **GRANTEE** further agrees that it will terminate as soon as possible and no later than the earliest renewal, cancellation, or expiration date applicable thereto, any exclusive right existing at any airport owned or controlled by the **GRANTEE** or hereafter acquired and that, thereafter, no such right shall be granted. However, nothing contained herein shall be construed to prohibit the granting or exercise of an exclusive right for the furnishing of non aviation products and supplies or any services of a non-aeronautical nature or to obligate the **GRANTEE** to furnish any particular non aeronautical service at the airport.

F. The **GRANTEE** shall, insofar as it is within its powers and to the extent reasonable, adequately clear and protect the aerial approach to the airport by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The **GRANTEE** will, either by acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the airport which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Part 77 of the Federal Aviation Regulations [14 C.F.R. Part 77], as applicable, and according to the currently approved airport layout plan. In addition, the **GRANTEE** will not erect or permit the erection of any permanent structure or facility in or on any portion of a runway approach area in which the **GRANTEE** has control of the use made of the surface of the land. Insofar as is within its power and to the extent reasonable the **GRANTEE** will either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations or by any other reasonable means, take action to restrict the use of the land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations including landing and takeoff of aircraft

G. The **GRANTEE** will operate and maintain in a safe and serviceable condition, as deemed reasonably necessary by the **ADMINISTRATOR**, the airport and all facilities thereon and connected therewith which are necessary to service the aeronautical users of the airport other than facilities owned or controlled by the **GOVERNMENT** and will not permit any activity thereon which would interfere with its use for airport purposes: Provided, that nothing contained herein shall be construed to require that the airport be operated for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance, nor shall anything herein be construed to require the repair, restoration or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the **GRANTEE**.

H. That the **GRANTEE** will make available all facilities of the airport at which the Property described herein is located or developed, and all those useable for the landing and taking off of aircraft, to the United States at all times, without charge except for fueling and aircraft maintenance services, for use by **GOVERNMENT** aircraft in common with other aircraft. However, if the use by **GOVERNMENT** aircraft in common with other aircraft, is substantial, a reasonable share, proportional to such use, of the cost of operating and maintaining facilities so used, may be charged. Unless otherwise determined by the **ADMINISTRATOR**, or otherwise agreed to by the **GRANTEE** and the using **GOVERNMENT** entity, substantial use of an airport by **GOVERNMENT** aircraft will be considered to exist (1) when operations of such aircraft are in excess of those which, in the opinion of the **ADMINISTRATOR**, would unduly interfere with use of the landing area by other authorized aircraft, or (2) during any calendar month that either (a) five (5) or more **GOVERNMENT** aircraft are regularly based at the airport or on land adjacent thereto, or (b) the total number of movements (counting each landing as a movement and

each take-off as a movement) of **GOVERNMENT** aircraft is 300 or more, or (c) the gross accumulative weight of **GOVERNMENT** aircraft using the airport (the total movements of such **GOVERNMENT** aircraft multiplied by gross certified weights of such **GOVERNMENT** aircraft) is in excess of five million pounds.

I. That during any national emergency declared by the President of the United States of America or the Congress thereof, including any existing national emergency, the **GOVERNMENT** shall have the right to make exclusive or nonexclusive use and have exclusive or nonexclusive control and possession without charge, of the airport, or of such portion thereof as it may desire, provided, however, that the **GOVERNMENT** shall be responsible for the entire cost of maintaining such part of the airport as it may use exclusively, or over which it may have exclusive possession and control, and shall be obligated to contribute a reasonable share, commensurate with the use made by it, of the cost of maintenance of such property as it may use nonexclusively or over which it may have nonexclusive control and possession: Provided, further that the **GOVERNMENT** shall pay a fair rental for its use, control, or possession, exclusively or nonexclusively, of any improvement to the airport made without United States aid and never owned by the United States. Airport Property hereby conveyed which is specifically excluded from this national emergency use provision is the Marina Salinas River Habitat Area #1 (HAB1) and the Marina Habitat Area #2 (HUB) as described in EXHIBIT "A" hereof and the future Marina Airport North and High-Tech Business Park as described in the approved Airport Layout Plan. The exemptions meet the requirements of 14 CFR Section 155.9.

J. The **GRANTEE** does hereby release, save, defend, indemnify and hold harmless the **GOVERNMENT**, its officers, agents and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs (including but not limited to consulting, engineering, clean-up, disposal or restoration costs, investigator's fees, attorney fees, etc.) and damages (including but not limited to personal injury, death, and property damage) directly or indirectly arising out of, caused by, related to, resulting from, or in any way predicated upon, in whole or in part, the possession, use or occupancy by **GRANTEE** (including the **GRANTEE**'s officers, agents, employees, tenants, customers, or tenant customers, or third persons or invitees), of the Property transferred by this Deed, or attributable or incident to the condition or state of repair of the Property transferred by this Deed, or any activities conducted or services furnished in connection with or pursuant to the Property transferred by this Deed.

The **GRANTEE** does hereby release the **GOVERNMENT**, and will take whatever action may be required by the **ADMINISTRATOR** to assure the complete release of the **GOVERNMENT** from any and all liability the **GOVERNMENT** may be under for restoration or other damage under any lease or other agreement covering the use by the **GOVERNMENT** of the Property, or part thereof, owned, controlled or operated by the **GRANTEE**, upon which, adjacent to which, or in connection with which, any Property transferred by this instrument was located or used.

K. That whenever so requested by the **ADMINISTRATOR**, **GRANTEE** will furnish without cost to the **GOVERNMENT**, for construction, operation and maintenance of facilities for air traffic control activities, or weather reporting activities, or communication activities related to air traffic control, such areas of land or water, or estate herein, or rights in buildings and /or facilities of the **GRANTEE**, at which the Property described herein is located, as the **ADMINISTRATOR** may reasonably consider necessary or desirable for use and/or construction at **GOVERNMENT** expense of space or facilities for such purposes. The **GRANTEE** will make **available** such areas or any portion thereof for the purposes provided herein within **four (4) months after receipt of** written request from the **ADMINISTRATOR**, if such are or will be available.

L. The **GRANTEE** shall: (1) furnish the **ADMINISTRATOR** with annual or special airport financial and operational reports as may be reasonably requested using either forms furnished by the **ADMINISTRATOR** or in such manner as it elects so long as the essential data are furnished, and (2) upon reasonable request of the **ADMINISTRATOR**, make available for inspection by any duly authorized representative of the **ADMINISTRATOR** the airport, at which the Property described herein is located, and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations, and other instruments, and will furnish to the **ADMINISTRATOR** a true copy of any such document which may be reasonably requested.

M. And, that the **GRANTEE** will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform or comply with any or all of the reservations, restrictions, covenants and conditions set forth herein unless by such transaction the obligation to perform or comply with all such reservations, restrictions, covenants and conditions is assumed by another public agency found by the **ADMINISTRATOR** to be eligible as a public agency as the term "public agency" is used in the Surplus Property Act [50 U.S.C. Appl 1622 et seq.], to assume such obligation and have power, authority, and financial resources to carry out all such obligations. If an arrangement is made for management or operation of the airport by any agency or person other than the **GRANTEE**, the **GRANTEE** will reserve sufficient rights and authority to insure that such airport will be operated and maintained in accordance with these reservations, restrictions, covenants and conditions, any applicable Federal statute, and the Federal Regulations.

N. And, that the **GRANTEE** will keep up to date at all times an airport layout plan of the airport at which the Property described herein is located showing: (a) the boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the **GRANTEE** for airport purposes and proposed additions thereto; (b) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and (c) the location of all existing and proposed non aviation areas and of all existing improvements thereon and uses made thereof. Such airport layout plan and each amendment, revision, or modification thereof, shall be subject to the approval of

the **ADMINISTRATOR**, which approval shall be evidenced by the signature of a duly authorized representative of the **ADMINISTRATOR** on the face of the airport layout plan. The **GRANTEE** will not make or permit the making of any changes or alterations in the airport or in any of its facilities other than in conformity with the airport layout plan approved by the **ADMINISTRATOR**, if such changes or alterations might adversely affect the safety, utility, or efficiency of the airport.

O. And, that if at any time, it is determined by the **ADMINISTRATOR** that there is any outstanding right or claim of right in or to the Property, described herein, the existence of which creates an undue risk of interference with the operation of the airport or the performance of and compliance with reservations, restrictions, covenants and conditions set forth herein, the **GRANTEE** will acquire, extinguish, or modify such right or claim of right in a manner acceptable to the **ADMINISTRATOR**.

P. That if the construction as covenants of any of the foregoing reservations and restrictions recited herein as covenants or the application of the same as covenants in any particular instance is held invalid, the particular reservations and restrictions recited herein as covenants or the application of same as covenants in any particular instance is held invalid, the particular reservation or restrictions in question shall be construed instead merely as conditions upon the breach of which the **GOVERNMENT**, acting through the **ADMINISTRATOR** may exercise its option to cause the title, interest, right of possession, and all other rights transferred to the **GRANTEE**, or any portion thereof, to revert to it, and the application of such reservations or restorations as covenants in any other instances and the instruction of the remainder of such reservations and restorations as covenants shall not be affected thereby.

#### **OTHER NOTICES, COVENANTS, CONDITIONS AND RESTRICTIONS:**

2. **NOTICE OF THE PRESENCE OF STORAGE TANKS.** The Property contains underground storage tanks (UST) and above ground storage tanks (AST). The locations are shown in the Environmental Baseline Survey (EBS). EXHIBIT "D" contains additional information. The Army will maintain easements for access to USTs and thus the **GRANTOR** reserves the access to the remaining USTs until they are removed.

3. **NOTICE OF THE PRESENCE OF ASBESTOS.** The Property existing on the date of this conveyance is known to contain certain amounts of asbestos in the floor tile, linoleum and associated mastic, asbestos-containing pipe and tank insulation, heating, ventilating, and air condition vibration joint cloths, exhaust flues, acoustic ceiling treatment, siding, drywall, drywall compound, debris in some of the buildings, and incidental amounts in the window putty or gasketing, etc.;

The **GRANTEE** covenants and agrees, on behalf of it, its successors and assigns, that in its use and occupancy of the Property, it will comply with all applicable laws relating to asbestos,



and that the **GRANTOR** assumes no liability for damages for personal injury, illness, disability or death, to the **GRANTEE**, its successors or assigns, or to any other person including members of the general public, arising from or incident to the purchase, transportation, removal, handling, alterations, renovations, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property disclosed in this Deed, regardless of whether the **GRANTEE**, its successors or assigns have properly warned or failed properly to warn the individual(s) injured.

4. **NOTICE OF THE PRESENCE OF LEAD-BASED PAINT.** The **GRANTEE** is hereby informed and does acknowledge that any Property existing on the date of this Deed which was constructed or rehabilitated prior to 1978 is presumed to contain lead-based paint.

The **GRANTEE**, its successors and assigns, shall not permit the use of any such structure for residential habitation unless the **GRANTEE** has received certification from **GRANTOR** or others that the premises are safe or **GRANTEE** has eliminated the hazards of lead-based paint by treating any defective lead-based paint surfaces in accordance with all appealable laws and regulations. Residential structures are defined as any house, apartment or structure intended for human habitation, including but not limited to a non-dwelling facility commonly used by children under seven years of age such as a child care center, elementary school, or playground.

5. **NOTICE OF ENDANGERED SPECIES.** The **GRANTEE** is hereby informed and does acknowledge that the Property contains two (2) habitat areas (as indicated in EXHIBIT "A" attached herein): the Marina Salinas River Habitat Area #1 (HAB1, 43.428 acres) and Marina Habitat Area #2 (HAB2, 130.252 acres). The areas contain the Monterey Spine flower. Potential suitable habitat is present in the areas for the Monterey Ornate Shrew, the Black Legless Lizard and the California Red-legged Frog. All habitat within the HAB1 parcel will be preserved in perpetuity. In the HAB2 parcel, except for FAA-required airport support facilities (such as navigational aids, access, and utilities) and a proposed six-lane road, all habitat within the parcel will be preserved in perpetuity.

The **GRANTEE** will be responsible for ensuring that resource and management requirements of the Installation-Wide Multispecies Management Plan for Fort Ord, California, or Habitat Management Plan are followed. The parcels will be managed to maintain existing habitat values for HMP species. The **GRANTEE** will contract with an appropriate and qualified Coordinated Resource Management Plan (CRMP) agency or other appropriate and qualified agency, as approved by the U. S. Fish and Wildlife Service (OSSIFIES), to manage natural resources within the parcels. The **GRANTEE** has been provided a copy of and agrees to uphold the requirements of the HMP, which include that future conveyances of the Property will be subject to the restrictions in that Plan.

6. **NOTICE OF ORDINANCE.** The **GRANTEE** covenants and agrees, on behalf of it, its successors and assigns and every successor in interest to the Property herein described, or any part thereof, that the **GRANTEE** is aware that unexploded shells, mines, bombs, or other

such devices may be present on the Property despite reasonable effort of the Army to investigate historic and suspect areas for such devices. The **GRANTEE** is therefore also aware that any excavation on the property may require investigation by the **GRANTEE** for the existence of unexploded shells, mines, bombs or other such devices, which may not have been discovered at the time the property was cleared by the **GRANTOR**. An approximate 72-acre area in which rifle grenades and 2.36-inch anti-tank rockets (bazooka rounds) have been discovered is shown in EXHIBIT A of the DEED and will not be transferred at this time with the Property.

7. **NOTICE OF HAZARDOUS SUBSTANCE STORAGE.** CERLA 120(h) requires that certain notice, covenant and access provisions be placed in this DEED. The **GRANTOR** hereby notifies the **GRANTEE** of storage of hazardous substances on the property. The specific type and quantity of hazardous substance storage, the time at which the storage took place, and the remedial action taken, if any, is described on the table titled Hazardous Substance Storage in EXHIBIT C, to the extent such information is available. The **GRANTOR** warrants that all remedial action necessary to protect human health and the environment with respect to any such substance remaining on the property has been taken before the date of transfer, and warrants that any additional remedial action found to be necessary after the date of such transfer shall be conducted by the Army. The **GRANTOR** reserves a right to access the property in any case where remedial action or corrective action is found to be necessary after the date of such transfer.

8. **NOTICE OF POLYCHLORINATED BIPHENYLS (PCBs).** The Property contains in-use electrical transformers that may contain PCBs at concentrations between 5 and 50 parts per million. The **GRANTEE** will be responsible for the testing and proper disposal of transformers that are removed from service.

9. **NOTICE OF FUTURE EASEMENTS.** The **GRANTEE** hereby agrees that within 90 days after property transfer, the **GRANTEE** shall provide a recorded mutually acceptable easement to the **ADMINISTRATOR** for the 3.36 acre Airport Surveillance Radar (ASR-8) Site with a clear zone radius of 1,500 feet at 195 feet Mean Sea Level. The **GRANTEE** further agrees that within 90 days after property transfer, the **GRANTEE** shall also provide a recorded mutually acceptable easement to the **GOVERNMENT** (U. S. Department of the Navy) for the 1.95 acre Doppler Radar Wind Profiler Site. The easements shall be at no expense to the **GOVERNMENT** and shall continue in effect until the facilities are no longer required by the **GOVERNMENT**. The easements shall also grant access to the sites over existing roads.

The transfer will be **EXCLUSIVE** of the following;

10. All water rights that the **GRANTOR** may presently own including Salinas River rights and claims to water rights that at a future date are determined to be valid, with the right to surface entry in a manner that does not unreasonably interfere with **GRANTEE'S** development and quiet enjoyment of the Property, and

11. **GRANTOR** reserves mineral rights that **GRANTOR** owns presently or may at a future

date be determined to own, below 500 feet below the surface, with the right of surface entry in a manner that does not unreasonably interfere with **GRANTEE's** development and quiet enjoyment of the Property, and

12. A non-exclusive easement hereby reserved to the **GRANTOR**, its successors and assigns for the presence, operation, repair, replacement, modification, maintenance, and other requirements necessary to permit the **GRANTOR** to continue disposal of property at Fort Ord, which will terminate upon complete disposal of Fort Ord, and

13. The **GRANTOR** reserves all Utility Systems except the laterals, service drops or appropriate term for such Utility System line to or from the buildings or facilities. The retention point for the **GRANTOR** for electric, gas, water, and telephone systems will be the point on the building or facility from the meter location or future meter or utility entrance box location to the distribution systems. The **GRANTOR** will reserve transferable easements and access rights for all **GRANTOR**-owned Utility Systems and for utility company owned Utility Systems, and

14. The **GRANTOR** retains assignable non-exclusive easements and rights-of-way in, on, over and across that portion of the subject Property containing Utility Systems exclude herein for the purpose of locating, constructing, operating, maintaining, altering, repairing and patrolling utility systems together with the right to trim, cut, fell and remove therefrom, consistent with the Installation-Wide Multispecies Habitat Management Plan and applicable law governing protection of endangered species, all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the easements and right-of-way; granting, however, to **GRANTEE** and its successors and assigns, the right to relocate such easements and the rights-of-way at the expense of **GRANTEE** and its successors and assigns; and reserving the right to the **GRANTEE** to use and, cross such easements and rights-of way; however, such rights of **GRANTEE** are subject to existing easements and rights-of-way, and

15. The water allocation rights shall remain with the **GRANTOR**. With regard to the ultimate disposition of any water and water allocation rights the **GRANTOR** may have at Fort Ord, the **GRANTOR** shall cooperate with the **GRANTEE**, other **GRANTEES** of Fort Ord property, the Monterey County Water Resources Agency (MCWRA), and the Fort Ord Reuse Authority (FORA), in seeking to ensure that **GRANTEE** and other Fort Ord **GRANTEES** will continue to be provided an equitable supply of the water at Fort Ord, and

16. With regard to the ultimate disposition of any rights or interests the **GRANTOR** has in sewerage treatment capacity provided by the Monterey Regional Water Pollution Control Agency (MRWPCA), the **GRANTOR** shall cooperate with **GRANTEE**, other **GRANTEES** of property at Fort Ord, MRWPCA, and the Fort Ord Reuse Authority (FORA), in seeking to ensure that **GRANTEE** and all other Fort Ord **GRANTEES** will continue to enjoy equitable utilization of the existing sewerage treatment capacity, including existing connections to the Fort Ord sewerage collection system, and

17. The **GRANTOR** retains a perpetual right to enter the Property for the specific purpose of treating or removing any unexploded shells, mines, bombs, or other such devices deposited or caused by the **GRANTOR**. and

18. The Property is taken by the **GRANTEE** subject to valid and existing outstanding licenses, leases, liens, easements and other encumbrances (those known are listed on EXHIBIT "B", attached hereto) made for the purpose of street, Utility Systems, rights-of-way, railroads, pipelines, and/or covenants, exceptions, interests, liens, reservations and agreements of record, and applicable restrictions including building heights and land use, and

19. The **GRANTOR** reserves a right of access to any and all portions of the Property for purposes of environmental investigation, remediation, or other corrective action. This reservation includes the right of access to and use of, to the extent permitted by law, available utilities at a reasonable cost to the **GRANTOR**. These rights shall be exercisable in any case in which a remedial action, response action, or corrective action is found to be necessary previous to or after the date of conveyance of the Property, or such access as necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the **GRANTOR** and its officers, agents, employees, contractors, and subcontractors shall have the right (upon reasonable notice to the **GRANTEE** or the then owner and any authorized occupant of the Property) to enter upon the Property and conduct investigations, and surveys, to include drawings, test pitting, borings, data and/or record compilation, and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary under applicable authorities, including but not limited to monitoring wells, test wells, injection wells, extraction wells, pumping wells, and treatment facilities. Where possible, the location of future drawings, test pitting, borings or wells shall not be in conflict with the approved airport layout plan. The **GRANTOR** reserves the rights to use the wells and to later close or destroy the wells according to applicable laws and regulations.

**TO HAVE AND TO HOLD** the Property unto the **GRANTEE** and its successors and assigns forever, **PROVIDED**, that this deed is made and accepted upon each of the following conditions, which conditions shall be binding upon and enforceable against the **GRANTEE**, its successors and assigns, in perpetuity, as follows:

20. By accepting this Deed, the **GRANTEE** acknowledges that the **GRANTEE** has read the Federal Facilities Agreement (FFA) and recognizes that, should any conflict arise between the terms of the FFA and the terms of this deed, the FFA will take precedence. Notwithstanding any other provisions of this conveyance, the **GRANTOR** assumes no liability to the **GRANTEE** should implementation of the FFA interfere with **GRANTEE'**s use of the premises. **GRANTOR** shall give **GRANTEE** reasonable notice of its actions required by the FFA and **GRANTOR** shall, consistent with feasible methods for complying with its obligations under the FFA, endeavor to minimize the disruption of the **GRANTEE'**s use of the Property. The **GRANTEE** shall have no claim on account of any such interference against the **GRANTOR** or any officer, agent, employee or contractor thereof.

21. The **GRANTEE** has received the technical environmental reports, including the Fritzsche Army Airfield Environmental Baseline Survey (EBS), prepared by, or on behalf of, the **GRANTOR**, the **GRANTEE**, and others and has inspected the Findings of Suitability to Transfer (FOST), EXHIBIT "D" attached hereto.

22. **REBUTTABLE ENVIRONMENTAL HAZARDS.** The **GRANTEE** has inspected and accepts the physical condition and current level of environmental hazards on the Property and deems the Property safe for the intended use, human health, and the environment in general, except as otherwise noted herein, without liability to the **GRANTOR**. The **GRANTEE**'s acknowledgement of the condition of the property creates a rebuttable presumption that any substance discovered on the Property after the date of the transfer is related solely to the activity of, caused, deposited, or created by the **GRANTEE**, its successors, or assigns. The consideration for the transfer will be considered to eliminate and bar all claims by the **GRANTEE** or others against the **GRANTOR** arising out of or in any way predicated upon the activities of the **GRANTEE** or substances released by the **GRANTEE**, and the **GRANTEE** agrees to waive any such claims against the **GRANTOR**. This section shall not affect the **GRANTOR**'s responsibility under the **NOTICE OF ORDNANCE** in this DEED. This section shall not affect the **GRANTOR**'s responsibilities to conduct response actions or corrective actions that are required by applicable laws.

23. **CONDITION OF THE PROPERTY.** The **GRANTEE** has inspected, knows and accepts the condition and state of repair of the subject Property. The **GRANTEE** understands and agrees that the Property and any part thereof is offered "As Is, Where Is" without any representation, warranty or guaranty except as required pursuant to CERCLA, by the **GRANTOR** as to quantity, quality, title, character, condition, size or kind, or that the same is in condition or fit to be used for the purpose for which intended. There is no obligation on the part of the **GRANTOR** to make any alterations, repairs or additions. The **GRANTOR** shall not be liable for any latent or patent defects in the premises. The **GRANTEE** acknowledges that the **GRANTOR** has made no representation or warranty concerning the condition and state of repair of the premises nor any agreement or promise to alter, improve, adapt, or repair any portion of said Property except as provided herein or by law. This section shall not affect the **GRANTOR**'s responsibility under the **NOTICE OF ORDNANCE** of this DEED.

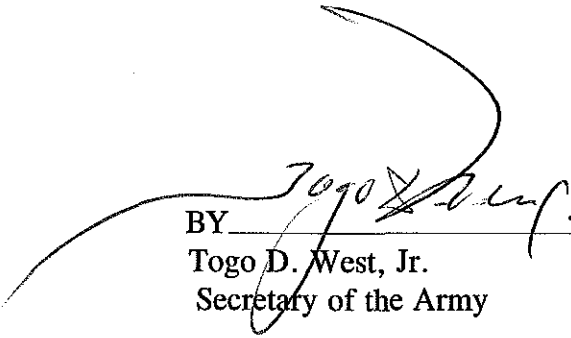
24. **PROVIDED, HOWEVER,** that the failure of the **GOVERNMENT** to insist in any one or more instances upon complete performance of any of the said covenants, conditions, restrictions, or reservations, shall not be construed as a waiver or a relinquishment of the future performance of any such covenants, conditions, restrictions, or reservations, but the obligations of the **GRANTEE**, its successors and assigns, with respect to such future performance shall continue in full force and effect.

25. **AND IT IS FURTHER AGREED AND UNDERSTOOD** by and between the parties hereto by its acceptance of this Quitclaim Deed, the **GRANTEE** acknowledges its understanding

of the agreement, and agrees that, as part of the consideration for this Deed, the **GRANTEE** covenants and agrees for itself, its successors and assigns, that: (1) The program for or in connection with which this Deed is made will be conducted in compliance with, and the **GRANTEE**, its successors and assigns, will comply with, all requirements imposed by or pursuant to the regulations of the Department of Transportation (DOT), and 49 CFR Part 21 issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended. (2) This covenant shall be subject in all respects to the provisions of said regulations. (3) The **GRANTEE**, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant. (4) The **GOVERNMENT**, acting through the **ADMINISTRATOR** shall have the right to seek judicial enforcement of this covenant. (5) The **GRANTEE**, its successors and assigns, will: (a) obtain from any person (any legal entity) who, through contractual or other arrangements with the **GRANTEE**, its successors and assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the **GRANTEE**, its successors and assigns, by this covenant; (b) furnish the original of such agreement to the **ADMINISTRATOR**, upon his request therefore. (6) That this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the **GOVERNMENT** and enforceable by the **GOVERNMENT** acting through the **ADMINISTRATOR**, against the **GRANTEE**, its successors, and assigns. (7) That in the event that any of the aforesaid terms, reservations, restrictions, conditions or covenants are not met, observed, or complied with by the **GRANTEE** or any subsequent transferee, whether caused by the legal inability of said **GRANTEE** or subsequent transferee to perform any of the obligations herein set out, or for any other reason, the title, right of possession and all other rights transferred by this Deed to the **GRANTEE**, or any portion thereof, shall at the option of the **GOVERNMENT**, acting through the **ADMINISTRATOR**, revert to the **GOVERNMENT** in its then existing condition sixty (60) days following the date upon which demand to this effect is made in writing by the **ADMINISTRATOR**. If within said sixty (60) days such default or violation shall have been cured and all such terms, covenants, conditions, reservations and restrictions shall have been met, observed, and complied with, or if within said sixty (60) days the **GRANTEE** shall have commenced the actions necessary to bring it into compliance with this subsection (7) of this section 26 in accordance with a compliance schedule approved by the **ADMINISTRATOR**, then said reversion shall not occur and title, right of possession, and all other rights transferred hereby, except such, if any, as shall have previously terminated or reverted, shall remain vested in the **GRANTEE**, its transferees, successors and assigns. This option of reversion shall be a continuing one, and may be exercised by the **GOVERNMENT** any time the **ADMINISTRATOR** determines the aforesaid terms, conditions, covenants, reservations, or restrictions are not met, observed or complied with by the **GRANTEE** or any subsequent transferee. (8) The reservations, restrictions, conditions or covenants set forth in this deed are a binding servitude on the parcels of the Property herein conveyed and shall be deemed to run with the land in perpetuity. (9) Reservations, restrictions, conditions, and covenants contained herein shall 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. (10) The operation of the airport shall be subject to such regulations as may be prescribed by the **ADMINISTRATOR** from time to time, and the **GRANTEE**, its successors and assigns, shall comply with all pertinent laws, ordinances, rules, orders, or other applicable regulations and shall hold the **GOVERNMENT** harmless from any and all liabilities or penalties which may be imposed by reason of any asserted violation thereof by the **GRANTEE**. All rights and powers reserved to the **GRANTOR** and all references in this Deed to **GRANTOR**, shall include its successors in function. The **GRANTOR** may agree in writing, after obtaining the written concurrence of the **ADMINISTRATOR**, to waive, eliminate, or reduce the obligations contained in the reservations, restrictions, conditions or covenants.

**IN WITNESS WHEREOF**, the **GRANTOR** has caused these presents to be executed by **TOGO D. WEST, JR., SECRETARY OF THE ARMY**, and the seal of the Department of the Army to be hereto affixed this 11<sup>th</sup> day of August, 1995.

BY   
Togo D. West, Jr.  
Secretary of the Army

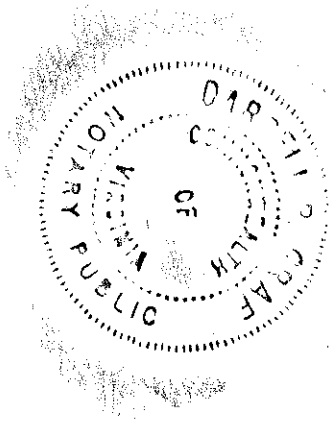
ACKNOWLEDGEMENT

COMMONWEALTH OF VIRGINIA)

COUNTY OF ARLINGTON )

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, County of Arlington, whose commission as such expires on the 31<sup>st</sup> day of <sup>March</sup> 1997, do hereby certify that on this day personally appeared before me in the said Commonwealth of Virginia, County of Arlington, Togo D. West, Jr., Secretary of the Army, whose name is signed to the foregoing document dated the 11<sup>th</sup> day of August 1995, and acknowledges the same for and on behalf of the UNITED STATES OF AMERICA.

Given under my hand this 11<sup>th</sup> day of August 1995.



Darrell Graf  
NOTARY PUBLIC



## ACCEPTANCE

The **CITY OF MARINA, GRANTEE**, hereby accepts this quitclaim deed for itself, its successors and assigns, subject to all of the conditions, reservations, restrictions and terms contained therein.

IN WITNESS WHEREOF, the **GRANTEE** has caused these presents to be executed by its MAYOR

CITY OF MARINA, GRANTEE

BY  \_\_\_\_\_

DATE JUNE 9, 1995

# EXHIBIT A

## DESCRIPTION OF PROPERTY

### Descriptions of Property

The Property conveyed at this time is the major portion of Parcel 1 as shown on the following drawings and legal descriptions. Included in Parcel 1 are the Marina Salinas River Habitat Area (Parcel HAB1, 43.428 acres) and the Marina Habitat Area #2 (Parcel HAB2, 130.252 acres).

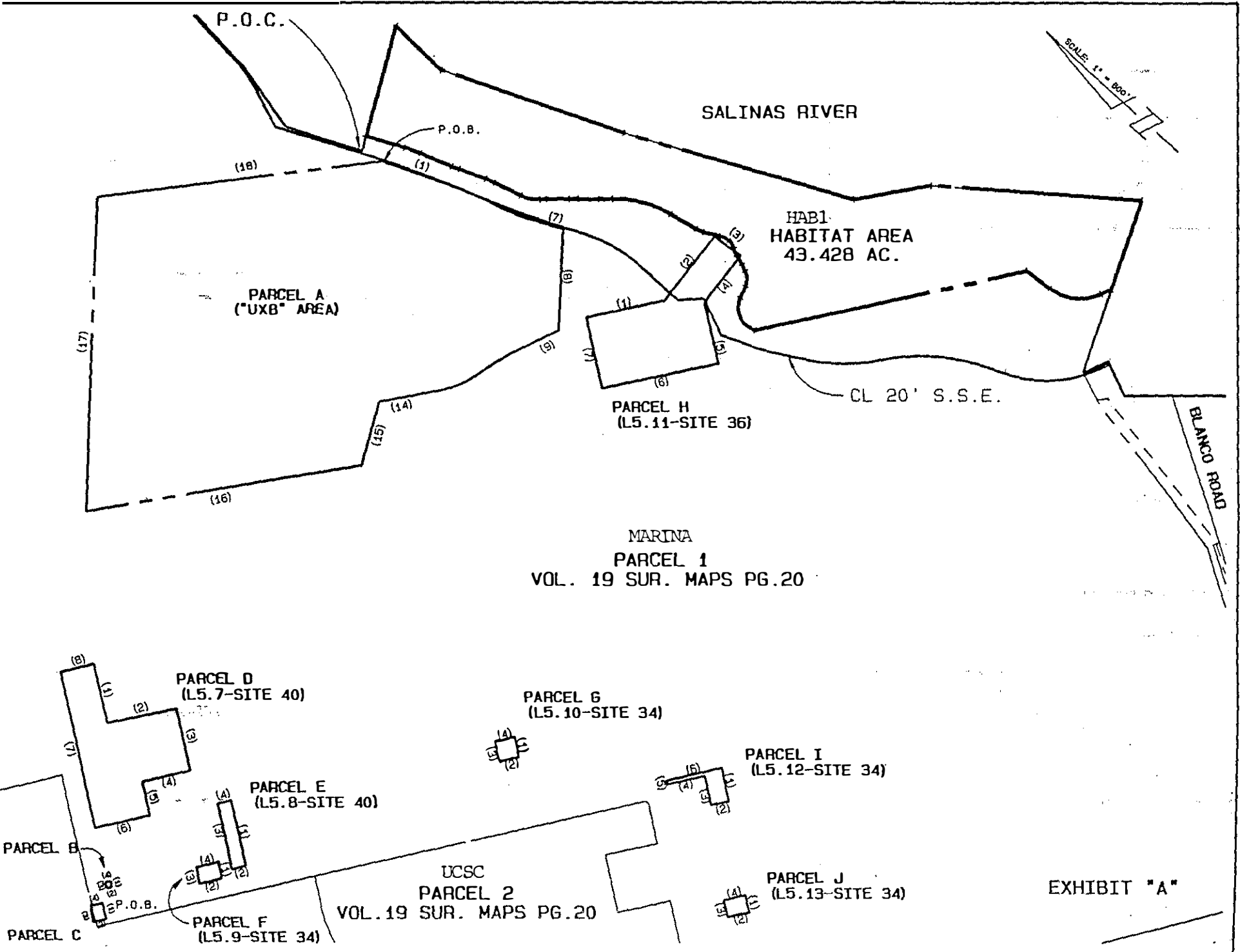
Excluded from transfer with the Property at this time are those subparcels which still do not have UXO and environmental remedial actions, response actions or corrective actions completed. These excluded areas are listed below and are described more fully on the following drawings and legal descriptions. The **GRANTEE** shall have reasonable use of all subparcel surfaces (excluding subparcel A (UXO Area) except when access must be restricted during a remedial action, response action or corrective action.

Subparcel A	UXB\UXO Area	71.402 Acres
Subparcel B	Possible Contamination	.018 Acres
Subparcel C	Possible Contamination	.122 Acres
Subparcel D	NPL Site 40	6.173 Acres
Subparcel E	NPL Site 40	.560 Acres
Subparcel F	NPL Site 34	.226 Acres
Subparcel G	NPL Site 34	.232 Acres
Subparcel H	NPL Site 36	6.354 Acres
Subparcel I	NPL Site 34	.438 Acres
Subparcel J	NPL Site 34	.224 Acres

Total Acres Retained from Parcel 1                      85.609 Acres

**Parcel 1 Acreage to be transferred                      750.107**





REEL 3272 PAGE 716

**DESCRIPTION OF PARCEL 1 (835.716 ACRES)  
BEING A PORTION OF FORT ORD MILITARY RESERVATION  
IN MONTEREY CITY LANDS TRACT NO. 1  
AND RANCHO LAS SALINAS  
MONTEREY COUNTY, CALIFORNIA  
FOR THE CITY OF MARINA**

CERTAIN real property situate in Monterey City Lands Tract No. 1 and Rancho Las Salinas, County of Monterey, State of California, particularly described as follows:

BEGINNING at Angle Point No. 40 of the Dependent Resurvey of a portion of the boundary of the Fort Ord Military Reservation, the plat of which was approved April 17, 1961, by the Director, Bureau of Land Management, as said point of beginning being at coordinate Northing = 2148203.41526 and Easting = 5753561.84213, thence along said boundary

- (1) S. 68° 12' 57" W., 7291.17 feet; thence leaving said boundary
- (2) S. 55° 40' 00" E., 3641.71 feet; thence
- (3) S. 34° 20' 00" W., 779.13 feet; thence
- (4) S. 55° 40' 00" E., 2847.49 feet; thence
- (5) Southwesterly, 34.56 feet along the arc of a tangent curve to the right having a radius of 22.00 feet, through a central angle of 90° 00' 00"; thence tangentially
- (6) S. 34° 20' 00" W., 198.08 feet; thence
- (7) N. 55° 40' 00" W., 269.62 feet; thence
- (8) S. 34° 20' 00" W., 297.91 feet; thence
- (9) S. 55° 40' 00" E., 269.62 feet; thence
- (10) S. 34° 20' 00" W., 757.07 feet; thence
- (11) S. 57° 44' 10" E., 3173.98 feet; thence
- (12) N. 29° 06' 03" E., 1783.68 feet; thence
- (13) N. 10° 08' 02" E., 908.26 feet; thence
- (14) N. 20° 52' 44" E., 170.82 feet to a point on the northeasterly boundary of said Fort Ord; thence along last said boundary
- (15) N. 65° 12' 12" E., 928.00 feet; thence
- (16) N. 38° 57' 43" W., 1057.65 feet; thence
- (17) N. 53° 29' 05" W., 396.29 feet; thence
- (18) N. 26° 30' 17" W., 1208.68 feet; thence

- (19) N. 23° 30' 24" W., 977.50 feet; thence
- (20) N. 00° 38' 38" E., 319.29 feet; thence
- (21) S. 61° 46' 50" W., 662.00 feet; thence
- (22) N. 26° 17' 38" W., 97.14 feet; thence
- (23) N. 24° 42' 21" W., 308.90 feet; thence
- (24) N. 12° 26' 02" E., 360.43 feet; thence
- (25) N. 03° 29' 30" E., 545.77 feet; thence
- (26) N. 18° 17' 20" E., 571.36 feet; thence
- (27) N. 21° 01' 37" E., 436.77 feet; thence
- (28) N. 07° 02' 07" E., 346.27 feet; thence
- (29) N. 01° 10' 53" E., 283.41 feet; thence
- (30) N. 02° 08' 50" E., 192.11 feet; thence
- (31) N. 02° 10' 50" E., 214.11 feet; thence
- (32) N. 05° 40' 38" E., 269.46 feet; thence
- (33) N. 17° 20' 59" E., 219.19 feet to the POINT OF BEGINNING.

Notes:

Basis of Bearings: The basis of bearings for this description is the grid bearing of N. 37° 05' 40" E. between California High Precision Geodetic Network (HPGN) control points "CA HPGN 05 13" and "941 3450 M tidal". The horizontal datum is the North American datum of 1983 (1992). The grid bearing is based on the Lambert projection for California State Plane Zone 4. The coordinates for the two control points were established by the California Department of Transportation (Caltrans) in conjunction with the National Geodetic Survey (NGS) in 1992. The bearings for this description were established using Global Positioning System (GPS) "Fast-Static Surveying techniques.

State Plane Coordinates: The coordinates listed are not State Plane coordinates. They are ground coordinates computed by scaling the State Plane Coordinates by a mean project combination factor of .999938023. To obtain grid distances, multiply the ground distances by the mean project combination factor. Ground coordinates were used so that computations would be compatible with existing record maps and deeds. However, no rotation was applied when the State Plane Coordinates were scaled. Therefore, the bearings in this description are grid bearings based on the Lambert projection for California State Plane Zone 4.

*John M. Van Zander*  
 JOHN M. VANZANDER  
 Registered Civil Engineer #15310  
 State of California  
 Expires: 31 March 1997



1 June 1994  
 W.O. 5443.03  
 RMN/caz.6431

**DESCRIPTION OF HABITAT AREAS  
BEING A PORTION (NORTHEASTERLY) OF FORT ORD MILITARY RESERVATION  
IN RANCHO LAS SALINAS  
MONTEREY COUNTY, CALIFORNIA  
FOR THE CITY OF MARINA**

CERTAIN real property situate in Rancho Las Salinas, County of Monterey, State of California, particularly described as follows:

**PARCEL HAB1 (43.428 ACRES) HABITAT**

BEGINNING at Angle Point No. 22 of the Dependent Resurvey of a portion of the boundary of the Fort Ord Military Reservation, the plat of which was approved April 17, 1961, by the Director, Bureau of Land Management, as said point of beginning being at coordinate Northing = 2141436.00497 and Easting = 5755624.06202; thence along said boundary

- (1) N. 38° 57' 43" W., 1057.65 feet; thence
- (2) N. 53° 29' 05" W., 396.29 feet; thence
- (3) N. 26° 30' 17" W., 1208.68 feet; thence
- (4) N. 23° 30' 24" W., 977.50 feet; thence
- (5) N. 00° 38' 38" E., 319.29 feet; thence
- (6) S. 61° 46' 50" W., 583.75 feet; thence leaving said boundary.
- (7) S. 25° 55' 52" E., 203.63 feet; thence
- (8) Southerly, 86.68 feet along the arc of a tangent curve to the right having a radius of 800.00 feet, through a central angle of 06° 12' 28"; thence tangentially
- (9) S. 19° 43' 24" E., 170.92 feet; thence
- (10) Southeasterly, 41.90 feet along the arc of a tangent curve to the left having a radius of 800.00 feet, through a central angle of 03° 00' 02"; thence tangentially
- (11) S. 22° 43' 26" E., 143.30 feet; thence
- (12) Southeasterly, 49.70 feet along the arc of a tangent curve to the right having a radius of 500.00 feet, through a central angle of 05° 41' 42"; thence tangentially
- (13) S. 17° 01' 44" E., 147.16 feet; thence
- (14) Southeasterly, 100.44 feet along the arc of a tangent curve to the left having a radius of 200.00 feet, through a central angle of 28° 46' 28"; thence tangentially
- (15) S. 45° 48' 12" E., 33.87 feet; thence
- (16) Southeasterly, 114.09 feet along the arc of a tangent curve to the right having a radius of 1500.00 feet, through a central angle of 04° 21' 28"; thence tangentially
- (17) S. 41° 26' 44" E., 44.15 feet; thence



- (18) Southeasterly, 104.38 feet along the arc of a tangent curve to the left having a radius of 2000.00 feet, through a central angle of  $02^{\circ} 59' 25''$ ; thence tangentially
- (19) S.  $44^{\circ} 26' 09''$  E., 68.55 feet; thence
- (20) Southerly, 307.22 feet along the arc of a tangent curve to the right having a radius of 550.00 feet, through a central angle of  $32^{\circ} 00' 15''$ ; thence non-tangentially
- (21) S.  $12^{\circ} 15' 05''$  E., 147.98 feet; thence
- (22) Southeasterly, 42.28 feet along the arc of a tangent curve to the left having a radius of 150.00 feet, through a central angle of  $16^{\circ} 09' 01''$ ; thence tangentially
- (23) S.  $28^{\circ} 24' 06''$  E., 83.13 feet; thence
- (24) Southerly, 52.91 feet along the arc of a tangent curve to the right having a radius of 150.00 feet, through a central angle of  $20^{\circ} 12' 30''$ ; thence tangentially
- (25) Southerly, 47.82 feet along the arc of a compound curve to the right having a radius of 60.00 feet, through a central angle of  $45^{\circ} 40' 08''$ ; thence tangentially
- (26) Southwesterly, 40.73 feet along the arc of a reverse curve to the left having a radius of 100.00 feet, through a central angle of  $23^{\circ} 20' 10''$ ; thence tangentially
- (27) Southwesterly, 54.17 feet along the arc of a reverse curve to the right having a radius of 500.00 feet, through a central angle of  $06^{\circ} 12' 27''$ ; thence tangentially
- (28) S.  $20^{\circ} 20' 49''$  W., 38.25 feet; thence
- (29) Southwesterly, 79.37 feet along the arc of a tangent curve to the right having a radius of 90.00 feet, through a central angle of  $50^{\circ} 31' 43''$ ; thence tangentially
- (30) S.  $70^{\circ} 52' 32''$  W., 64.23 feet; thence
- (31) Southerly, 208.25 feet along the arc of a tangent curve to the left having a radius of 125.00 feet, through a central angle of  $95^{\circ} 27' 13''$ ; thence non-tangentially
- (32) S.  $55^{\circ} 40' 00''$  E., 1398.89 feet; thence
- (33) S.  $05^{\circ} 21' 35''$  E., 142.77 feet; thence
- (34) Southeasterly, 271.52 feet along the arc of a tangent curve to the left having a radius of 250.00 feet, through a central angle of  $62^{\circ} 13' 36''$ ; thence tangentially
- (35) S.  $67^{\circ} 35' 11''$  E., 57.34 feet to a point on said boundary; thence along said boundary
- (36) N.  $65^{\circ} 12' 12''$  E., 479.33 feet to the POINT OF BEGINNING.

**PARCEL HAB2 (130.252 ACRES) HABITAT**


COMMENCING at Angle Point No. 40 of the Dependent Resurvey of a portion of the boundary of the Fort Ord Military Reservation, the plat of which was approved April 17, 1961, by the Director, Bureau of Land Management, as said point of beginning being at coordinate Northing = 2148203.41526 and Easting = 573561.84213, thence along said boundary

- (a) S. 68° 12' 57" W., 3291.17 feet to the TRUE POINT OF BEGINNING, being at coordinate Northing = 2146982.01901 and Easting = 5750505.70078; thence
- (1) S. 68° 12' 57" W., 4000.00 feet; thence leaving said boundary;
- (2) S. 55° 40' 00" E., 2720.00 feet; thence
- (3) N. 34° 20' 00" E., 300.00 feet; thence
- (4) N. 55° 40' 00" W., 900.00 feet; thence
- (5) N. 34° 20' 00" E., 900.00 feet; thence
- (6) S. 55° 40' 00" E., 900.00 feet; thence
- (7) N. 34° 20' 00" E., 200.00 feet; thence
- (8) S. 55° 40' 00" E., 200.00 feet; thence
- (9) N. 69° 20' 00" E., 1189.27 feet; thence
- (10) Northwestery, 896.28 feet along the arc of a tangent curve to the left having a radius of 450.00 feet, through a central angle of 114° 07' 03" ; thence tangentially
- (11) N. 44° 47' 03" W., 767.40 feet; thence
- (12) N. 38° 47' 03" W., 350.00 feet to the TRUE POINT OF BEGINNING.

Notes:

Basis of Bearings: The basis of bearings for this description is the grid bearing of N. 37° 05' 40" E. between California High Precision Geodetic Network (HPGN) control points "CA HPGN 05 13" and "941 3450 M tidal". The horizontal datum is the North American datum of 1983 (1992). The grid bearing is based on the Lambert projection for California State Plane Zone 4. The coordinates for the two control points were established by the California Department of Transportation (Caltrans) in conjunction with the National Geodetic Survey (NGS) in 1992. The bearings for this description were established using Global Positioning System (GPS) "Fast-Static" Surveying techniques.

State Plane Coordinates: The coordinates listed are not State Plane coordinates. They are ground coordinate; computed by scaling the State Plane Coordinates by a mean project combination factor of .999938023. To obtain grid distances, multiply the ground distances by the mean project combination factor. Ground coordinates were used so that computations would be compatible with existing record maps and deeds. However, no rotation was applied when the State Plane Coordinates were scaled. Therefore, the bearings in this description are grid bearings based on the Lambert projection for California State Plane Zone 4.

  
 JOHN M. VAN ZANDER  
 Registered Civil Engineer #15310  
 State of California  
 Expires: 31 March 1997

9/19/94/W.O. 5443.03/RMN/caz.6869



**DESCRIPTION OF CONTAMINATED AREAS  
IN THE FRITZSCHE AIRFIELD  
CITY OF MARINA**

CERTAIN real property situated in Rancho Las Salinas, County of Monterey, State of California, particularly described as follows:

**PARCEL A ("U X B" AREA)**

COMMENCING at a found brass disk marked "FOMR, A.P.-28, BLM USGS, 1958" designated as corner number 243 in that certain Record of Survey Map filed November 16, 1994 in Volume 19 of Surveys at Page 20, Records of Monterey County, California, and being at coordinate Northing = 2144478.48 and Easting = 5753131.50; thence

- (a) S. 14° 27' 52" E., 116.62 feet to the TRUE POINT OF BEGINNING, being at coordinate Northing = 2144365.56 and Easting = 5753160.63; thence from said TRUE POINT OF BEGINNING
  - (1) S. 23° 16' 36" E., 426.68 feet; thence
  - (2) S. 20° 34' 25" E., 89.23 feet; thence
  - (3) S. 16° 11' 15" E., 83.18 feet; thence
  - (4) S. 18° 15' 03" E., 89.49 feet; thence
  - (5) S. 18° 56' 09" E., 74.18 feet; thence
  - (6) S. 27° 34' 27" E., 76.78 feet; thence
  - (7) S. 25° 57' 47" E., 142.41 feet; thence
  - (8) S. 49° 14' 00" W., 520.36 feet; thence
  - (9) N. 69° 12' 00" W., 295.89 feet; thence
  - (10) N. 74° 54' 02" W., 84.89 feet; thence
  - (11) N. 76° 51' 56" W., 97.03 feet; thence
  - (12) N. 74° 20' 38" W., 88.00 feet; thence
  - (13) N. 60° 38' 03" W., 86.16 feet; thence
  - (14) N. 53° 51' 36" W., 337.67 feet; thence
  - (15) S. 62° 58' 38" W., 335.94 feet; thence
  - (16) N. 52° 16' 22" W., 1417.27 feet; thence
  - (17) N. 48° 57' 47" E., 1599.81 feet; thence
  - (18) S. 50° 12' 30" E., 1457.69 feet to the TRUE POINT OF BEGINNING, and containing an area of 71.402 acres, more or less.

DESCRIPTION OF CONTAMINATED AREAS, FRITZSCHE AIRFIELD, PAGE 2**PARCEL B (NEW SOLVENT CONTAMINATION AREA)**

COMMENCING at a found brass disk marked "FOMR, A.P.-28, BLM USGS, 1958" designated as corner number 243 in that certain Record of Survey Map filed November 16, 1994 in Volume 19 of Surveys at Page 20, Records of Monterey County, California, and being at coordinate Northing = 2144478.48 and Easting = 5753131.50; thence

- (a) S. 66° 06' 24" W., 3887.92 feet to the TRUE POINT OF BEGINNING, being at coordinate Northing = 2142903.74 and Easting = 5749576.77; thence from said TRUE POINT OF BEGINNING
  - (1) S. 34° 47' 12" W., 29.96 feet; thence
  - (2) N. 56° 48' 23" W., 26.34 feet; thence
  - (3) N. 35° 53' 31" E., 30.51 feet; thence
  - (4) S. 55° 38' 29" E., 25.74 feet to the TRUE POINT OF BEGINNING and containing an area of 0.018 acres, more or less.

**PARCEL C (NEW SOLVENT CONTAMINATION AREA)**

COMMENCING at a found brass disk marked "FOMR, A.P.-28, BLM USGS, 1958" designated as corner number 243 in that certain Record of Survey Map filed November 16, 1994 in Volume 19 of Surveys at Page 20, Records of Monterey County, California, and being at coordinate Northing = 2144478.48 and Easting = 5753131.50; thence

- (a) S. 66° 08' 54" W., 4007.84 feet to the TRUE POINT OF BEGINNING, being at coordinate Northing = 2142857.83 and Easting = 5749465.95; thence from said TRUE POINT OF BEGINNING
  - (1) S. 34° 56' 28" W., 79.12 feet; thence
  - (2) N. 56° 22' 00" W., 69.77 feet; thence
  - (3) N. 40° 58' 48" E., 84.56 feet; thence
  - (4) S. 51° 52' 34" E., 60.94 feet to the TRUE POINT OF BEGINNING, and containing an area of 0.122 acres, more or less.

**PARCEL D (L5.7 - SITE 40)**

COMMENCING at a found brass disk marked "FOMR, A.P.-28, BLM USGS, 1958" designated as corner number 243 in that certain Record of Survey Map filed November 16, 1994 in Volume 19 of Surveys at Page 20, Records of Monterey County, California, and being at coordinate Northing = 2144478.48 and Easting = 5753131.50; thence

- (a) S. 74° 34' 06" W., 2927.54 feet to the TRUE POINT OF BEGINNING, being at coordinate Northing = 2143699.49 and Easting = 5750309.50; thence from said TRUE POINT OF BEGINNING
  - (1) S. 33° 56' 00" W., 300.00 feet; thence
  - (2) S. 54° 05' 00" E., 357.60 feet; thence

**DESCRIPTION OF CONTAMINATED AREAS, FRITZSCHE AIRFIELD, PAGE 3**

- (3) S. 34° 19' 00" W., 311.00 feet; thence
- (4) N. 55° 38' 00" W., 248.00 feet; thence
- (5) S. 34° 22' 00" W., 169.90 feet; thence
- (6) N. 55° 38' 00" W., 281.04 feet; thence
- (7) N. 33° 56' 00" E., 789.26 feet; thence
- (8) S. 56° 04' 00" E., 175.00 feet to the TRUE POINT OF BEGINNING and containing an area of 6.173 acres, more or less.

**PARCEL E (L5.8 - SITE 40)**

COMMENCING at a found brass disk marked "FOMR, A.P.-28, BLM USGS, 1958" designated as corner number 243 in that certain Record of Survey Map filed November 16, 1994 in Volume 19 of Surveys at Page 20, Records of Monterey County, California, and being at coordinate Northing = 2144478.48 and Easting = 5753131.50; thence

- (a) S. 58° 23' 19" W., 3335.60 feet to the TRUE POINT OF BEGINNING being at coordinate Northing = 2142730.10 and Easting = 5750290.83; thence from said TRUE POINT OF BEGINNING
- (1) S. 34° 22' 00" W., 340.00 feet; thence
- (2) N. 55° 38' 00" W., 71.70 feet; thence
- (3) N. 34° 22' 00" E., 340.00 feet; thence
- (4) S. 55° 38' 00" E., 71.70 feet to the TRUE POINT OF BEGINNING and containing an area of 0.560 acres, more or less.

**PARCEL F (L5.9 - SITE 34)**

COMMENCING at a found brass disk marked "FOMR, A.P.-28, BLM USGS, 1958" designated as corner number 243 in that certain Record of Survey Map filed November 16, 1994 in Volume 19 of Surveys at Page 20, Records of Monterey County, California, and being at coordinate Northing = 2144478.48 and Easting = 5753131.50; thence

- (a) S. 58° 25' 24" W., 3653.99 feet to the TRUE POINT OF BEGINNING, being at coordinate Northing = 2142565.11 and Easting = 5750018.52; thence from said TRUE POINT OF BEGINNING
- (1) S. 34° 20' 58" W., 85.00 feet; thence
- (2) N. 55° 39' 00" W., 115.90 feet; thence
- (3) N. 34° 20' 58" E., 85.00 feet; thence
- (4) S. 55° 39' 00" E., 115.90 feet to the TRUE POINT OF BEGINNING and containing an area of 0.226 acres, more or less.

**DESCRIPTION OF CONTAMINATED AREAS, FRITZSCHE AIRFIELD, PAGE 4****PARCEL G (L5.10- SITE 34)**

COMMENCING at a found brass disk marked "FOMR, A.P.-28, BLM USGS, 1958" designated as corner number 243 in that certain Record of Survey Map filed November 16, 1994 in Volume 19 of Surveys at Page 20, Records of Monterey County, California, and being at coordinate Northing = 2144478.48 and Easting = 5753131.50; thence

- (a) S. 32° 14' 30" W., 3062.14 feet to the TRUE POINT OF BEGINNING, being at coordinate Northing = 2141888.51 and Easting = 5751497.86; thence from said TRUE POINT OF BEGINNING
  - (1) S. 34° 16' 00" W., 100.00 feet; thence
  - (2) N. 55° 44' 00" W., 101.20 feet; thence
  - (3) N. 34° 16' 00" E., 100.00 feet; thence
  - (4) S. 55° 44' 00" E., 101.20 feet to the TRUE POINT OF BEGINNING and containing an area of 0.232 acres, more or less.

**PARCEL H (L5.11- SITE 36)**

COMMENCING at a found brass disk marked "FOMR, A.P.-28, BLM USGS, 1958" designated as corner number 243 in that certain Record of Survey Map filed November 16, 1994 in Volume 19 of Surveys at Page 20, Records of Monterey County, California, and being at coordinate Northing = 2144478.48 and Easting = 5753131.50; thence

- (a) S. 06° 05' 29" E., 1424.84 feet to the TRUE POINT OF BEGINNING, being at coordinate Northing = 2143061.68 and Easting = 5753282.70; thence from said TRUE POINT OF BEGINNING
  - (1) S. 55° 36' 45" E., 402.91 feet; thence
  - (2) N. 84° 23' 15" E., 414.19 feet; thence
  - (3) S. 05° 36' 45" E., 165.63 feet; thence
  - (4) S. 84° 23' 15" W., 300.00; thence
  - (5) S. 34° 19' 22" W., 321.13 feet; thence
  - (6) N. 55° 11' 00" W., 600.00 feet; thence
  - (7) N. 34° 49' 00" E., 370.12 feet to the TRUE POINT OF BEGINNING and containing an area of 6.354 acres, more or less.

**PARCEL I (L5.12- SITE 34)**

COMMENCING at a found brass disk marked "FOMR, A.P.-28, BLM USGS, 1958" designated as corner number 243 in that certain Record of Survey Map filed November 16, 1994 in Volume 19 of Surveys at Page 20, Records of Monterey County, California, and being at coordinate Northing = 2144478.48 and Easting = 5753131.50; thence

- (a) S. 16° 37' 49" W., 3608.64 feet to the TRUE POINT OF BEGINNING, being at coordinate Northing = 2141020.79 and Easting = 5752098.72; thence from said TRUE POINT OF BEGINNING

DESCRIPTION OF CONTAMINATED AREAS, FRITZSCHE AIRFIELD, PAGE 5

- (1) S. 34° 23' 03" W., 168.47 feet; thence
- (2) N. 54° 55' 48" W., 90.37 feet; thence
- (3) N. 34° 30' 00" E., 147.70 feet; thence
- (4) N. 55° 25' 00" W., 195.00; thence
- (5) N. 34° 35' 00" E., 20.00 feet; thence
- (6) S. 55° 25' 00" E., 285.00 feet to the TRUE POINT OF BEGINNING and containing an area of 0.438 acres, more or less.

**PARCEL J(L5.13- SITE 34)**


COMMENCING at a found brass disk marked "FOMR, A.P.-28, BLM USGS, 1958" designated as corner number 243 in that certain Record of Survey Map filed November 16, 1994 in Volume 19 of Surveys at Page 20, Records of Monterey County, California, and being at coordinate Northing = 2144478.48 and Easting = 5753131.50; thence

- (a) S. 19° 35' 22" W., 4224.86 feet to the TRUE POINT OF BEGINNING, being at coordinate Northing = 2140498.16 and Easting = 5751715.00; thence from said TRUE POINT OF BEGINNING
  - (1) S. 34° 18' 59" W., 88.90 feet; thence
  - (2) N. 55° 41' 01" W., 110.08 feet; thence
  - (3) N. 33° 47' 00" E., 87.87 feet; thence
  - (4) S. 56° 13' 00" E., 110.90 feet to the TRUE POINT OF BEGINNING and containing an area of 0.224 acres, more or less.

Notes:

Basis of Bearings: The basis of bearings for this description is the grid bearing of N. 37° 05' 40" E. between California High Precision Geodetic Network (HPGN) control points "CA HPGN 05 13" and "941 3450 M tidal". The horizontal datum is the North American datum of 1982 (1992). The grid bearing is based on the Lambert projection for California State Plane Zone 4. The coordinates for the two control points were established by the California Department of Transportation (Caltrans) in conjunction with the National Geodetic Survey (NGS) in 1992. The bearings for this description were established using Global Positioning System (GPS) "Fast-Static" Surveying techniques.

State Plane Coordinates: The coordinates listed are not State Plane coordinates. They are ground coordinates computed by scaling the State Plane Coordinates by a mean project combination factor of .999938023. To obtain grid distances, multiply the ground distances by the mean project combination factor. Ground coordinates were used so that computations would be compatible with existing record maps and deeds. However, no rotation was applied when the State Plane Coordinates were scaled. Therefore, the bearings in this description are grid bearings based on the Lambert projection for California State Plane Zone 4.

  
 JOHN M. VAN ZANDER  
 Registered Civil Engineer #15310  
 State of California  
 Expires: 31 March 1997

19 December 1994  
 W.O. 5443.04  
 RMN/caz.7129

# EXHIBIT B

EASEMENTS AND ENCUMBRANCES



## Easements and Encumbrances

The following encumbrances are those that are known at the present. There may be others that are unknown at this time.

GRANTEE	ROW WIDTH	TERMS (years)	ARMY CONTRACT #	REMARKS	
<u>Overhead Line Rights</u>					
Coast Valleys Gas/Elec	--	Per	1924 pre-existing rights	Elec pole line	
Coast Valleys Gas/Elec	--	Per	1924 pre-existing rights	Powerline overhang	
Coast Valleys Gas/Elec	--	Per	1924 pre-existing rights	Powerline ROW by river	
Pacific Gas and Elec	30	Per	DA(s)-04-203 ENG 977	22 KV pole line	
Pacific Gas and Elec				Service Contract	
<u>Underground Rights</u>					
Mont Regional Water Pollution Control Ag.	20	50	DACA05-2-79-554	Regional Sewer Line, 36" force main	
Pacific Bell Co		05	50	DACA05-2-82-587	Underground 25 pair cable
Pacific Gas and Elec		--	--	Service Contract	
<u>Road Rights</u>					
Girotti Brothers	30	Per		Pre-existing rights	
Girotti Brothers	--	Per	DACA05-2-73-526	Term. encroachment on Blanco Road	
County of Monterey	--	Per	E. P. 3267		
<u>Property Permits</u>					
Federal Avn Admin	-	05	DACA05-4-89-581	Bld 598, ASR8 radar 3.36 acres	
Naval Post. School		05	DACA05-4-89-597	Bld 599, Doppler radar 1.95 acres	
<u>Unknown (OA)</u>					
Naval Post. School	--	--	unknown	Navigation Tests and Experiments	

# EXHIBIT C

HAZARDOUS SUBSTANCE STORAGE

SUBSTANCE	QUANT ug/ltr Note 1	CASRN	SYNONYM	RCRA NUM	DATE	S R D
Benzene	76	71432		U109	Note 2	R
Chloroform	3.2	67663	Trichloromethane	U044	Note 2	R
1,1-Dichloroethane	40	75343	Ethylidene dichloroide	U076	Note 2	R
1,2-Dichloroethane	1.2	107062	Ethlene dichloride	U077	Note 2	R
1,1-Dichloroethene	19	75354	1,1-Dichloroethylene	U078	Note 2	R
cis-1,2-Dichloroethene	170	156592	1,2-Dichloroethylene	U079	Note 2	R
Methyl Ethyl Ketone	1700	78933	2-Butanone	U159	Note 2	R
Tetrachloro-ethene	8	127184	Perchloro-ethylene	U210	Note 2	R
1,1,1-Trichloroethane	110	71556	Methyl cloroform	U226	Note 2	R
Trichloroethene	650	79016	Trichloroethlyene	U228	Note 2	R

## NOTES:

1. Quantities are expressed in micrograms(ug)/liter(ltr), equivalent to parts per billion (ppb). Quantities listed are maximum chemical concentrations detected during investigations. Actual

released quantities in kilograms or pounds are unknown.

2. Dates of any releases are unknown.

**CERCLA NOTICE:**

The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA) 42 U. S. C. 9620(h). The **GRANTOR** has made a complete search of its records concerning the Property subject to this requirement. Those records indicate that the following hazardous substances, as defined below, have been stored for one year or more (S), released (R), or disposed of (D) on the Property during the time the Property was owned by the **GRANTOR**. The **GRANTEE** should consult the Environmental Investigation Documents for details.

"SUBST" shall mean any member of that group of substances defined as hazardous under CERCLA Section 101(14) and appearing at 40 CFR 302.4; "QUANT" shall mean the quantity in micrograms per liter of the hazardous substance; "CASRN" shall mean the Chemical Abstracts Services Registry Number where applicable; "SYNONYM" shall mean the regulatory synonym for the hazardous substance, as listed in 40 CFR 302.4 where applicable; "RCRA" shall mean the RCRA hazardous waste number specified in 40 CFR 261.30 where applicable; "DATE" shall mean the date(s) that such storage, release, or disposal took place; and "\*" shall mean that the information is either not available, is incomplete, or requires further explanation, and the **GRANTEE** should review the narrative discussion in the Environmental Investigation Documents for further details.

All remedial action necessary to protect human health and the environment with respect to the hazardous substance activity during the time the Property was owned by the **GRANTOR** has been or is being completed. Any additional remedial action found to be necessary shall be conducted by the **GRANTOR** except those situations where the **GRANTEE** hereunder is a potentially responsible party, as defined by CERCLA.

REEL 3272 PAGE 732

# EXHIBIT D

FINDING OF SUITABILITY TO TRANSFER

**FINDING OF SUITABILITY TO TRANSFER (FOST)  
FRITZSCHE ARMY AIRFIELD PARCEL, PHASE I  
FORMER FORT ORD, CALIFORNIA**

**1.0 PURPOSE**

In my capacity as the Deputy Assistant Secretary of the Army for Environment, Safety and Occupational Health, and based on the Environmental Baseline Survey (EBS) and responses to comments, I have determined that the Fritzsche Army Airfield (FAAF) Phase I parcel, at Fort Ord, California (Property), is suitable for transfer to the City of Marina for general aviation purposes. The area to be assigned and transferred, as Phase 1, includes approximately 750 acres (Plate 1) and *excludes Installation Restoration (IR) sites, the stormwater system and all associated outfall areas, and Unexploded Ordnance (UXO) areas.*

**2.0 REGULATORY COORDINATION**

Comments were solicited from all interested parties including the U.S. Environmental Protection Agency and California Environmental Protection Agency. All comments received were resolved or are unresolved and attached to this FOST.

**3.0 ENVIRONMENTAL BASELINE SURVEY FINDINGS**

A determination of the environmental condition of the Property was made by the United States Army by conducting an EBS that included reviewing existing environmental documents and making associated visual site inspections. The documents reviewed included the final Fort Ord Community Environmental Response Facilitation Act (CERFA) Report, April 1994, U.S. EPA Region IX's concurrence to the CERFA Report (memorandum, 19 April 1994), and various remedial investigation/feasibility studies documents. The results of the EBS indicated that the Property is environmentally suitable for transfer to the City of Marina. Comments were made to Version 1 and Version 2 of the EBS by both USEPA Region IX and California EPA. An unresolved comment, which has no impact on the suitability of transfer, is attached to the FOST. Comments and responses to comments on both versions are included in the EBS. A determination of the environmental condition of

subsequent phases of the property will be addressed in documentation specific for those transfers. The results of the EBS are as follows:

**3.1 Asbestos**

Asbestos surveys have been completed for 43 nonhousing structures on the Property. These surveys show that 12 structures have no asbestos containing material (ACM). The remaining 31 structures contain nonfriable or friable ACM. No structures within the Property were found to contain friable ACM in poor or damaged condition representing an immediate health hazard. The following provisions will be placed in the transfer documents:

*NOTICE OF THE PRESENCE OF ASBESTOS.* The property existing on the date of this conveyance is known to contain certain amounts of asbestos in the floor tile, linoleum and associated mastic, asbestos-containing pipe and tank insulation, heating, ventilating and air conditioning vibration joint cloths, exhaust flues, acoustic ceiling treatment, siding, drywall, drywall compound, debris in some of the buildings and incidental amounts in the window putty or gasketing.

The GRANTEE covenants and agrees, on behalf of it, its successors and assigns, that in its use and occupancy of the property, it will comply with all applicable laws relating to asbestos and the GRANTOR assumes no liability for damages for personal injury, illness, disability or death, to the GRANTEE, its successors or assigns, or to any other person including members of the general public, arising from or incident to the purchase, transportation, removal, handling alterations, renovation, use, disposition or other activity causing or leading to contact of any kind whatsoever with asbestos on the property described in this FOST, regardless of whether the GRANTEE, its successors or assigns, have properly warned or failed to properly warn the individual(s) injured.

**3.2 Lead-based Paint**

Lead-based paint (LBP) surveys have not been conducted on the Property because no housing structures and barracks are present. Of the 43 total nonhousing structures on the Property, 26 are suspected of containing LBP based on their pre- 1978 construction dates. No construction dates were available for 17 structures and these structures should be considered to contain LBP. Presently, no other conclusions can be made about the existence or condition of LBP on the Property or whether it represents a health hazard. The following provisions will be placed in the transfer documents:

*NOTICE OF THE PRESENCE OF LEAD-BASED PAINT.* The GRANTEE is hereby informed and does acknowledge that any Property existing on the date of this DEED which was constructed or rehabilitated prior to 1978 is presumed to contain lead-based paint.

The GRANTEE, its successors and assigns, shall not permit the use of any such structure for residential habitation unless the GRANTEE has received certification from the GRANTOR or others that the premises are safe or the GRANTEE has eliminated the hazards of lead-based paint by treating any defective lead-based paint surface in accordance with all applicable laws and regulations. Residential structures are defined as any house, apartment, or structure intended for human habitation, including but not limited to a non-dwelling facility commonly used by children under 7 years of age such as a child care center, elementary school or playground.

**3.3 Radon**

Radon surveys showed that no buildings within the Property had radon concentrations above 4 pCi/l.

### 3.4 Radiation

Radiological surveys have been completed for ten buildings on the Property. No radiological health hazards were identified and the buildings were recommended for radiological decommissioning.

### 3.5 Polychlorinated Biphenyls (PCBS)

No reported releases of polychlorinated biphenyls (PCBS) from electrical transformers are known to have occurred on the Property. In-use transformers with PCB concentrations between 5 and 50 parts per million may be present on the parcel. The following provisions will be placed in the transfer documents:

*NOTICE OF POLYCHLORINATED BIPHENYLS (PCBS).* The property contains in-use electrical transformers that may contain PCBS at concentrations between 5 and 50 parts per million. The GRANTEE will be responsible for the testing and property disposal of transformers that are removed from service.

### 3.6 Storage Tanks

Nine former or current USTs are located on the Phase I portion of the Property. Five USTs have been removed during the past several years and the Monterey County Department of Health (MCDOH) has granted closure for them. The remaining USTs are slated for removal in 1995 by the Army. No known releases from USTs have been reported. A former UST (550A) was present on a portion of FAAF ("outer marker") not included in the Phase I parcel and is awaiting closure. Two ASTs are located on the Property; no releases have been reported from them. Access easements will be maintained in the deed and transfer documents. The following provisions will be placed in the transfer documents:

*NOTICE OF THE PRESENCE OF STORAGE TANKS.* The property contains underground storage tanks (UST) and above ground storage tanks (AST). The locations are shown in the EBS. The army will maintain easements for access to USTs.

### 3.7 Hazardous Substances

Six inactive solid waste management units (SWMUs) are located at five locations on the Property. Five of the SWMUs, FTO-006, FTO-039, FTO-043, FTO-046, and FTO-047, were identified as being former hazardous material storage areas. However, none of the SWMUs had evidence of an environmental release according to a 1988 U.S. Army Environmental Hygiene Agency (AEHA) Interim Final Report on SWMUs that was confirmed in 1993. Additionally, SWMU locations FTO-006 and FTO-046 are no longer in existence. The remaining SWMU, FTO-003, is the former FAAF Sewage Treatment Plant, which is not included in Phase I. All SWMUs within the parcel were further evaluated in 1995 and were found to be empty and inactive. Based on the 1988 Interim Final Report a follow-up review in 1993, and the EBS, no evidence of environmental releases were discovered.

*NOTICE OF HAZARDOUS SUBSTANCE STORAGE.* CERCLA 120(h) requires that certain notice, covenant and access provisions be placed in this deed. The GRANTOR hereby notifies the GRANTEE of storage of hazardous substances on the property. The specific type and quantity of hazardous substance storage, the time at which storage took place, and the remedial action taken, if any, is described on the attached table, to the extent such information is available. The GRANTOR warrants that all remedial action necessary to protect human health and the environment with respect to any such substance remaining on the property has been taken before the date of transfer, and warrants that any additional remedial action found to be necessary after the date of such transfer shall be conducted by the Army. The GRANTOR reserves a right to access the property in any case where remedial action or corrective action is found to be necessary after the date of such transfer.



### 3.8 Natural and Cultural Resources

An archaeological area (windmill site) is present on the Property. The site was studied and was determined not to be of historical significance and not eligible for national registry. The Property also contains wildlife habitat management areas in its western and northern portions.

*NOTICE OF ENDANGERED SPECIES.* The Grantee is hereby informed and does acknowledge that the property contains two (2) habitat areas (as indicated in Exhibit A of the deed: the Salinas River Habitat Area (HAB1, 43,428 acres) and Marina Habitat Area #2 (HAB2, 130.252 acres)). The area contains the Monterey Spineflower. Potential Suitable habitat is present in the area for the Monterey Ornate Shrew, the Black Legless Lizard and the California Legged Frog. All habitat within the HAB I parcel will be preserved in perpetuity. In the HAB2 parcel, except for FAA required airport support facilities (such as navigational aids, access and utilities) and a proposed six-lane road, all habitat within the parcel will be preserved in perpetuity. The following provisions will be placed in the transfer documents:

The GRANTEE will be responsible for ensuring that the resource and management requirements of the InstallationWide Multispecies Management Plan for Fort Ord, California or Habitat Management Plan (HMP) are followed. The parcels will be managed to maintain existing habitat values for HMP species. The GRANTEE will contract with an appropriate and qualified Coordinated Resource Management Plan (CRMP) agency or other appropriate and qualified agency, as approved by the U.S. Fish and Wildlife Service (USFWS), to manage natural resources within the parcels. The GRANTEE has been provided a copy of and agrees to uphold the requirements of the HMP, which include that future conveyance of the property will be subject to the restriction in that plan.

### 3.9 Unexploded Ordnance (UXO)

All reasonable efforts have been taken to identify the potential for the presence of UXO on the property. An approximately 72-acre site in the northern portion of FAAF has been investigated for the potential presence of UXO. This portion of FAAF is not included in the City of Marina Phase I parcel and will not be transferred until ordnance clearance documentation has been completed. This portion of the parcel is distinguished from the remainder of the parcel by survey and the legal description which is included in the transfer documentation. The following provisions will be placed in the transfer documents:

*NOTICE OF ORDNANCE.* The GRANTEE covenants and agrees, on behalf of it, its successors and assigns and every successor in Interest to the property herein described, or any part thereof, that the GRANTEE is aware that unexploded shells, mines, bombs, or other such devices may be present on the property despite reasonable effort of the Army to investigate historic and suspect areas for such devices. The GRANTEE is therefore also aware that any excavation on the property may require investigation by the GRANTEE for the existence of unexploded shells, mines, bombs or other such devices, which may not have been discovered at the time the property was cleared by the GRANTOR. An approximate 72-acre area in which rifle grenades and 2.36-inch anti-tank rockets (bazooka rounds) have been discovered is shown in Exhibit A of the deed and will not be transferred at this time with the Property.

### 4.0 ADJACENT/ENCAPSULATED PROPERTY INFORMATION

Sites included in the IR program under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) at FAAF are not included in the City of Marina Phase I parcel. They include: Site 34, FAAF Fueling Facilities; Site 36, FAAF Sewage Treatment Plant, and Site 40, FAAF Helicopter Defueling Areas

(Plate 1). Site 34, which comprises four aircraft wash aprons and one vehicle wash rack outside the Property, has been identified as an interim action (IA) site; the Army expects to conduct interim remedial actions at the vehicle wash rack. Site 36 has been investigated and determined to be a candidate site for no further action. Preliminary investigation results indicate near-surface soil in one of four Site 40 areas will likely require soil excavation under the Interim Action Rod (IAROD). These sites comprise approximately 14 acres and will be included in future transfers after remedial actions have been completed and approved.

Seven surface water outfalls (20N, 20S, 21, 22, 23, 34, and 35) discharge into the FAAF Parcel. Based on the results of the Basewide Surface Water Outfall Investigation five of the outfalls (20N, 20S, 21, 22, and 23) were categorized as no action sites. Soil in the discharge areas of the remaining two outfalls (34 and 35) will undergo further characterization and excavation under the IAROD. The surface water outfalls are not scheduled to be transferred as part of the Phase I parcel.

## 5.0 ACCESS

The transfer documents shall provide that the Army shall have access to the property in any case in which a response action or corrective action is found to be necessary after the date of property transfer, or such access is necessary to carry out a response action or corrective action on adjoining property.

## 6.0 FINDING OF SUITABILITY TO TRANSFER (FOST)

On the basis of the above, I conclude that the requirements of CERCLA 120(h) have been met; and subject to the foregoing restrictions and rights, the FAAF Phase I Parcel may be transferred to the City of Mirana.

*for Richard E. Newson*  
Raymond J. Fatz

Acting Deputy Assistant Secretary of the Army  
(Environment, Safety and Occupational Health)

OASA(I,L&E)

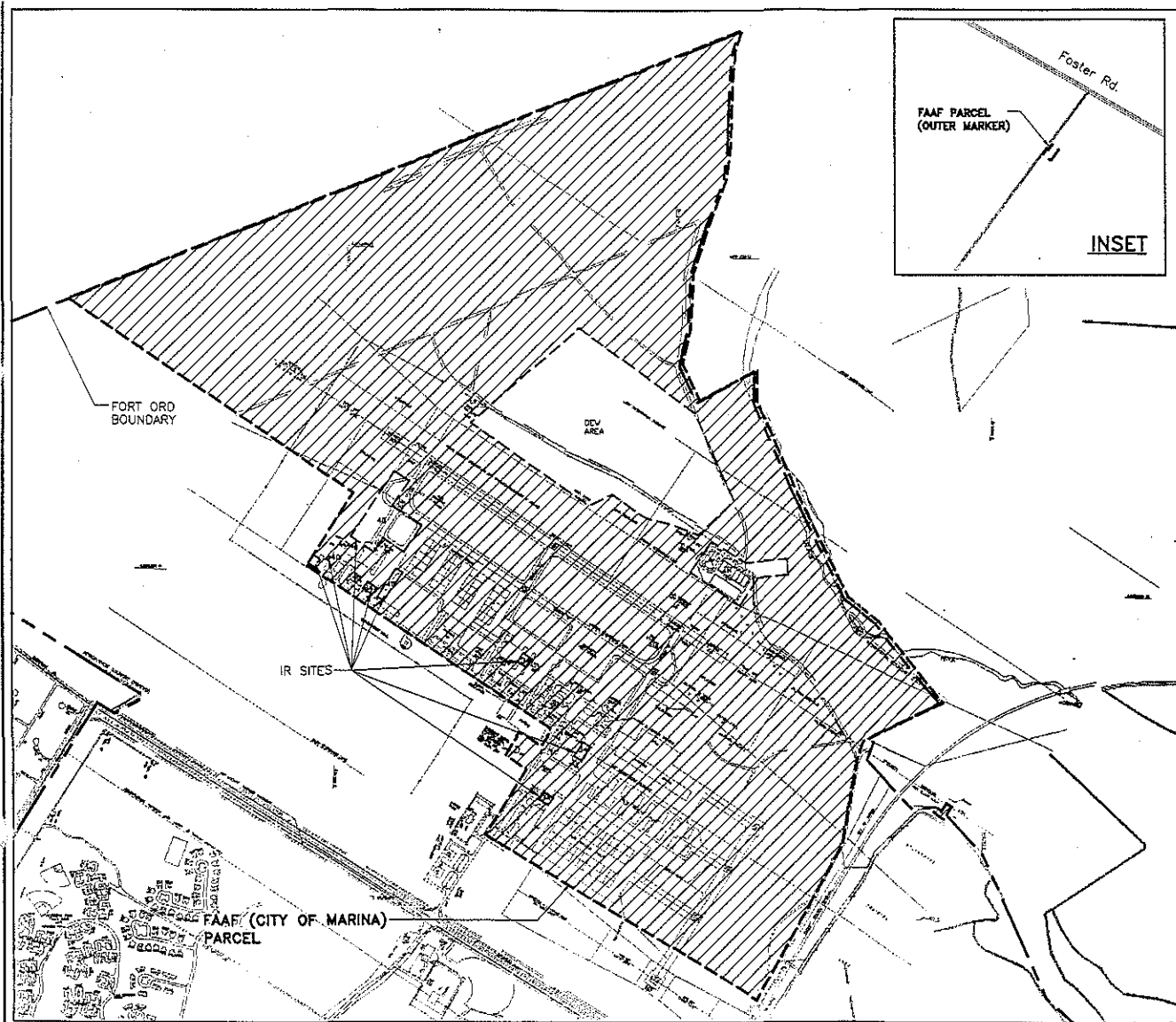
### Hazardous Substance Storage

<u>SUBSTANCE</u>	<u>QUANT</u> <u>ug/ltr</u> <u>Note 1</u>	<u>CASRN</u>	<u>SYNONYM</u>	<u>RCRA</u> <u>NUM</u>	<u>DATE</u>	<u>SRD</u>
Benzene	76	71432		U109	Note2	R
Chloroform	3.2	67663	Trichloromethane	U044	Note2	R
1,1-Dichloroethane	40	75343	Ethylidene dichloroide	U076	Note2	R
1,2-Dichloroethane	1.2	107062	Ethlene dichloride	U077	Note2	R
1,1-Dichloroethene	19	75354	1,1-Dichloroethylene	U078	Note2	R
cis-1,2-Dichloroethene	170	156592	1,2-Dichloroethylene	U079	Note2	R
Methyl Ethyl Ketone	1700	78933	2-Butanone	U159	Note2	R
Tetrachloroethene	8	127184	Perchloroethylene	U210	Note2	R
1,1,1-Trichloroethane	110	71556	Methyl cloroform	U226	Note2	R
Trichlorothene	650	79016	Trichloroethlyene	U228	Note2	R

**Notes:**

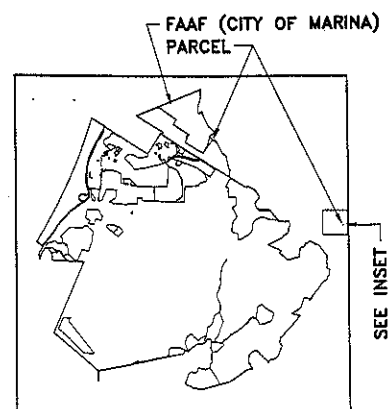
1. Quantities are expressed in micrograms (ug)/liter (ltr), equivalent to parts per billion (ppb). Quantities listed are maximum chemical concentrations detected during investigations. Actual released quantities in kilograms or pounds are unknown.

2. Dates of any releases are unknown.



**EXPLANATION**

	FORT ORD BOUNDARY
	PARCEL BOUNDARY
	IR SITE BOUNDARY
	PHASE I



25894116 1500.0  
19950407.1318

PROPERTY BOUNDARIES INDICATED ARE APPROXIMATE AND ARE NOT INTENDED TO REPRESENT THE LEGAL DESCRIPTION OF THE PARCEL(S).

**Harding Lawson Associates**  
Engineering and Environmental Services

**HLA**

DRAWN: RJP  
JOB NUMBER: 25894 001768

Parcel Map  
Fritsche Army Airfield, Phase 1  
Finding of Suitability to Transfer  
Fort Ord, California

APPROVED: *Swall*  
DATE: 1/5/95  
REVISD DATE: 4/7/95

PLATE  
**1**

END OF DOCUMENT

# City of Marina

211 HILLCREST AVENUE  
MARINA, CA 93933  
TELEPHONE (408) 384-3715  
FAX (408) 384-0425



November 30, 1995

MR. LES WHITE, EXECUTIVE OFFICER  
FORT ORD REUSE AUTHORITY  
12TH STREET GATE  
MARINA CA 93933

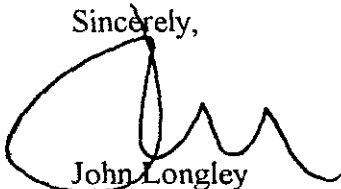
Dear Mr. White:

Enclosed please find a copy of the Quit Claim Deed for Surplus Airport Property; and the Memorandum of Agreement between the United States of America, acting by and through the Department of the Army, and the City of Marina.

You are scheduled to make a presentation to the Marina City Council about the progress with the FORA Reuse Plan on Tuesday, December 19, 1995, at the Regular City Council Meeting. The meeting begins at 6:30 p.m. in the Marina City Council Chambers, 211 Hillcrest Avenue, Marina, California.

If you have any questions, please do not hesitate to contact me.

Sincerely,



John Longley  
City Manager

Enclosure

cc: Mayor & Council Members  
Joy Junsay, City Clerk

ORIGINAL

MOA

**MEMORANDUM OF AGREEMENT**

This **AGREEMENT** made and entered into by and between the **UNITED STATES OF AMERICA**, (hereinafter referred to as the "**GOVERNMENT**"), acting by and through the **DEPARTMENT OF THE ARMY** (hereinafter referred to as the "**ARMY**") and the **CITY OF MARINA** (hereinafter referred to as "**CITY**"), a municipality authorized under the laws of the State of California.

**WHEREAS**, the Defense Base Closure and Realignment Act of 1990, Public Law 101-510, as amended, requires the Department of Defense to close Fort Ord, situated in the County of Monterey, State of California, as an Army installation; and

**WHEREAS**, under and pursuant to the power and authority contained in the Defense Base Closure and Realignment Act of 1990, Public Law 101-510 as amended, the Army has agreed to transfer certain real property located within Fort Ord, situated in Monterey County in the state of California, hereinafter referred to as the "Property" and more fully described at EXHIBIT "A" herein, to the City of Marina in accordance with the provisions of the Federal Property and Administrative Services Act of 1949, approved June 30, 1949 (63 Stat. 377) as amended, and the Surplus Property Act of 1944 (58 Stat. 765), as amended, for airport and habitat preserve purposes; and

**WHEREAS**, the Government is required to convey the Property in compliance with the provisions of the National Environmental Policy Act (NEPA) of 1969 as amended (42 USC 4321 et. seq.); the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA) as amended (42 USC 9601, et. seq.); the National Historic Preservation Act (NHPA), as amended (16 USC 470 et seq.); the Coastal Zone Management Act (CZMA), as amended, (16 USC 1451 et seq.); the Endangered Species Act (ESA), as amended, (16 USC 1531, et seq.); the February 1994 Installation-Wide Multispecies Habitat Management Plan for Fort Ord; and other applicable guidelines, regulations, laws, and executive orders pertaining to the transfer of the Property to the City of Marina; and

**NOW THEREFORE**, in furtherance of the objectives set forth in this agreement, and in accordance with all terms, conditions, limitations and exceptions provided in the appropriate guidelines, regulations, laws, and executive orders pertaining to the future use of the Property, the parties agree as follows:

1. **LEGAL DESCRIPTION AND RECORDING.** The City will supply the Government with a plat of the Property and a legal description of the Property's boundary. The plat and legal description shall be prepared by a land surveyor who is registered and licensed by the State of California, and the plat will bear the surveyor's seal. The legal description shall also be acceptable for recordation by the Monterey County Recorder's Office. The City will record the legal description, and the Deed no later than 15 days after the Deed is signed. As property is transferred, the City will provide the Army with 5 copies of the recorded Deed within 7 days after the Deed is recorded.

2. PHASED TRANSFER. It is anticipated that the Government will convey the Property in 2 phases. Phasing of parcel disposal is shown in Appendix B. A listing of buildings and facilities to be transferred is in Appendix C.

3. PERSONAL PROPERTY. The Government will transfer ownership to the City of all of the personal property listed in Appendix D at the same time as it conveys the Property. Upon conveyance of the subject personal property, the City shall assume responsibility therefor. All personal property not listed in Appendix D may be removed by the Army prior to conveyance of the Property.

4. ENVIRONMENTAL BASELINE SURVEY. The City acknowledges receipt of the Environmental Baseline Study (EBS) dated 24 January 1995, and the Community Environmental Response Facilitation Act (CERFA) Report for Fort Ord, compiled in compliance with 120(h)(4) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) with respect to the Property.

5. UNDERGROUND STORAGE TANKS. The Property contains both Underground Storage Tanks (UST) and Above Ground Storage Tanks (AST). The location of the tanks are shown in the EBS. There is no longer a requirement for the UST's as the tanks held oil for building heating in the event that gas was interrupted or held fuel for generators that are no longer installed. The AST's need to remain in service to provide backup utility service. As part of an ongoing basewide program to comply with 40 C. F. R. part 280, the Army plans to remove all UST's on the Property. A schedule of the estimated date of tank removals will be provided within 60 days after the property transfer. The Army will not remove any UST's that the City identifies in writing within 30 days of property transfer that is required for its reuse of the Property. The City shall obtain a permit from the Monterey County Department of Health for reuse of any UST. The Army will not replace or upgrade any UST's. The City agrees to indemnify and hold harmless the Army for all costs arising out of the subsequent removal (and any associated response or corrective actions) of any UST's remaining on the Property pursuant to the preceding sentences.

6. ENVIRONMENTAL RESPONSIBILITIES. The Army will perform all response actions and corrective actions for which it is liable under applicable law with respect to hazardous substances, unexploded ordnance, and petroleum products released or disposed of during the time that the property was owned by the Government. The City will perform all response actions or corrective actions for which it is liable under applicable law. The Army and the City agree that the Agreement shall be interpreted in a manner consistent with all applicable environmental laws. Provisions of the Agreement that address the rights and obligations of each party with regard to environmental responsibilities are intended to summarize such environmental laws. To the extent a conflict arises between the provisions of the Agreement and the requirements of applicable environmental laws, the rights and obligations of each party shall be governed by such environmental laws.

7. NO WARRANTIES. The Government does not warrant or guarantee that the City will be able to use the Property for the City's intended uses. The City shall be solely responsible for fulfilling, at its own cost and expense, any applicable requirement of new governing authorities

8. UTILITIES. "Utility Systems" are defined, for purposes of the Agreement, as electrical, natural gas, water, sewer, storm sewer (including outfalls), and communication signals (including telephone and cable television) systems owned by the Government now existing on, within, over and under the subject parcels of the Property.

a. The Government retains all Utility Systems except the laterals and service drops, as appropriate, to the buildings or facilities. The retention point for the Army for water, electric, gas and telephone systems will be the point on the building or facility from the meter location or future meter or utility entrance box location to the service distribution systems. The Government will retain transferable easements and access rights for all Government owned Utility Systems and for utility company owned Utility systems.

b. The Government will operate, maintain, and repair all Utility Systems that it owns subject to the conditions and limitations of sections 9.

c. If meters are not provided by the utility purveyor and if there are no other mutually acceptable methods of determining the cost of utilities, the City shall be responsible for purchasing, installing, calibrating, and maintaining, at its own expense, all utility meters necessary to determine the quantity of utilities used. The type and location of a given meter will be in accordance with sound engineering principles and practice as well as prudent industry standards and California Public Utility Commission (CPUC) requirements.

d. At the time that the responsibility for providing the utility service is turned over to the control of a public utility, the City, or some other controlling agency, said controlling agency may require additional meters, subject to all laws and regulations of the governing authority.

e. The City shall have the right at its expense to relocate all utilities and associated easements on the Property and to make utility connections in coordination with the Government at the expense of the City.

f. All water and sewer rights shall remain with the Government until transferred to someone else.

g. Various utility systems either serve or cross the Property. A reasonable effort has been made to map the approximate location of each utility system including main distribution lines, electrical sub-stations, water pump stations, sewer lift stations, and other major infrastructure facilities except those utility improvements constructed or modified after 1984. The Fort Ord Master Plan Basic Information Maps contain this information. In addition, the Fort Ord Outside Plant Cable Maps show the telephone system and any modifications to the system made before 1986. These



maps are schematic only and the Army does not imply or guarantee their accuracy. Review of these drawings can be arranged by contacting the Directorate of Base Realignment and Closure, Presidio of Monterey, at telephone (408) 384-2721 or the City can copy the Army's utility system drawings. The City will be responsible for providing any required utility drawings to future contractors or other interested persons. Field verification of the utility systems is the responsibility of the City, any future Contractor and/or the utility purveyors. Limited Army assistance in locating the utility systems may be available.

9. **UTILITY REIMBURSEMENT.** Until such time as Utility Systems are turned over to control of an appropriate utility purveyor, the Government will provide utility services (except telephone) on a cost reimbursable basis. The City has the right to determine which of its facilities shall be served by specific utility purveyors as long as no government owned utility systems are utilized. The City has the right to disconnect any of its facilities from any utility service. The provisions of water, electrical, natural gas, sewer and storm sewer services will be in accordance with Army Regulation 420-41. A sample contract for water, electrical, natural gas, sewer, and storm sewer is shown at Appendix E. In no event should the Government be considered the permanent purveyor of utilities. The City understands that the Government in no way warrants the continued maintenance or adequacy of the Utility Systems or utility services furnished by it to the Property and that the increased requirements for utilities due to reuse may not be provided by the Government. The Government will not furnish telephone service and will transfer the telephone system to a future purveyor. When a Utility System is turned over to a permanent utility purveyor, the City shall enter into separate contracts with the permanent utility purveyor for utility service.

10. **REMITTANCE.** For those services provided by the Government, the City shall remit its utilities reimbursement check to the office specified on the utility billing document, not later than fifteen (15) days after receipt of written notice of the amount of such reimbursement.

11. **PERMITS.** The "Permits to Operate" issued by the Monterey Bay Unified Air Pollution Control District (**MBUAPCD**) shall be transferred to the City to operate boilers that are essential for providing heat and/or hot water to buildings on the Property having an existing permit. The Government will prepare each transfer applications with MBUAPCD. All transfer and application fees imposed by MBUAPCD will be the responsibility of the City. Any permit fees due at the time of transfer will be the responsibility of the City. Any new equipment for which the City installs, where an existing permit cannot be modified for usage with the new equipment, will necessitate the City to obtain a new Permit to Operate through MBUAPCD.

12. **HABITAT MANAGEMENT.** The City hereby agrees to be bound by the terms and conditions of the Installation-Wide Multispecies Habitat Management Plan (**HMP**), a copy of which has been provided to the City. Pursuant to the HMP, the City will minimize the destruction, loss, or degradation of the wildlife habitat area and promote habitat for the target species of special status plants and animals. The specific areas of the Property subject to this understanding, as well as management goals, measurement criteria, reporting requirements and other requirements, are described in the HMP and any agreements thereto, a copy of which has been provided to the City.

13. UNEXPLODED ORDNANCE. An initial archives search indicated that there was no history of ordnance activity being on the Property, although a map was later found indicating that there had been a rifle grenade range located on the northern portion of the Property. The range area will be retained by the Government until all corrective actions, for which it is liable under applicable law, have been completed. Other areas of Fort Ord have been used in the past for ordnance training and testing. Reuse of these areas may be restricted due to the presence of ordnance materials. Should the City discover any such material on the premises, it shall not attempt to remove or destroy it as it might be dangerous, but shall notify the local Police Department and the Directorate of Law Enforcement at the Presidio of Monterey and competent U.S. Army Explosive Ordnance personnel will promptly be dispatched to dispose of the material properly at no expense to the City.

14. PROPERTY SECURITY. Following conveyance of the Property to the City, (a) the City shall assume the responsibility for security and fire protection for the Property, and the Government shall have no obligation to provide such services, (b) the City shall assume responsibility for ownership of all personal property, and (c) the City shall assume responsibility for maintaining Fritzsche Field's perimeter security fence and gates on areas owned by the City.

15. ACCESS TO THE PROPERTY. Prior to conveyance of the property to the City, the City will meet with the Government and the University of California (UC) representatives and come to written agreement and plan on access to Fritzsche Field to include gate guards (if any), locks on gates, gate locations, any additional fencing required and also access by individuals not with the government, UC or the City, such as individuals or organizations holding or possessing various outgrants (see EXHIBIT "B" of the Deed). The City will have reasonable access and use of the contaminated areas in the City's portion of Fritzsche Field that have not yet been transferred to the City (excluding the UXO area) except when access must be restricted during remediation work. The City will have access to areas and structures when necessary for their operation of Fritzsche Field and maintenance of facilities, such as the beacon on top the water tank (facility number 506) and other such facilities.

16. EXISTING WELLS. There are numerous water supply wells, test wells or holes, monitoring wells, observations wells, extraction wells and other type wells located on the Property or adjacent to the Property. There are at least 12 wells at present on the site. Each well must be protected from damage and development until they are no longer needed and can be destroyed. No grading, development or other such type operations that could damage the wells can occur within a fifteen (15) foot radius of each well. Some of the wells must remain available for government use for at least 10 years for testing, monitoring and other purposes. Other wells may have to be installed where required by applicable laws or regulations for additional environmental testing and monitoring. When possible, the locations of new wells and borings will be selected so they do not conflict with the approved airport layout plan. If existing wells or borings conflict with the approved airport layout plan, the City may relocate the conflicting wells or borings at its expense if approved in writing by the Government. Wells will be closed or destroyed at Army expense when they are no longer required and funding is available. Upon transfer, the City will own the land where the wells and borings are located. The Army will not close or destroy any wells or borings that the City

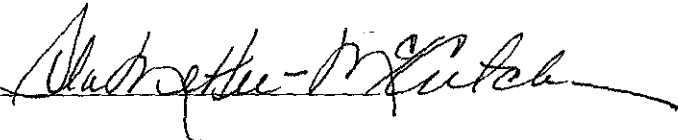
identifies in writing within 30 days after property transfer as required for its reuse of the Property or its future testing and/or monitoring. The City shall obtain the required permits to reuse any well or boring from the Monterey County Department of Health. The Army will not replace or upgrade any well or boring. The City agrees to indemnify and hold harmless the Army for all costs arising out of the subsequent closing or destruction (and any associated response or corrective actions) of any wells or borings remaining on the property pursuant to the preceding sentences.

17. TERM OF AGREEMENT. This Agreement survives the execution of the Quitclaim Deed and does not merge with the deed. This Agreement may be amended at any time by a written instrument signed by a duly authorized representative of each of the parties hereto.

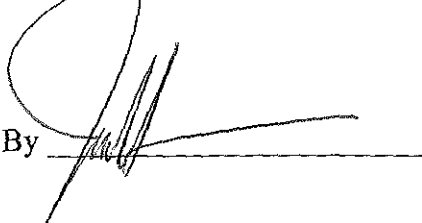
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Dated this 1 day of Aug, 1995

UNITED STATES OF AMERICA  
Acting by and through the  
Secretary of the Army,  
UNITED STATES

By 

THE CITY OF MARINA

By 

# APPENDIX A

## DESCRIPTION OF PROPERTY

## **APPENDIX A**

### **Description of Property**

The Property will eventually consist of Parcels 1, 8 and 9. Conveyed at this time is only that portion of Parcel 1 that has all UXO and environmental response actions completed. EXHIBIT A of the Deed lists the subparcels that will not be transferred in Parcel 1 at this time. Drawings and legal descriptions of Parcels 1, 8 and 9 and subparcels A-J are attached.

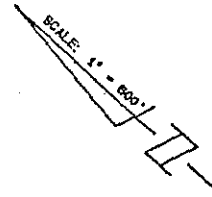
**PARCEL 1:** Parcel 1 consists of 835.716 acres located on the northern end of Fort Ord. It contains several buildings, aviation facilities and miscellaneous other facilities.

**PARCEL 8:** Parcel 8 consists of 0.272 acres located approximately 3200 feet southeast of the runway end. It is surrounded by property owned by the University of Santa Cruz and private property owners. It is the location of the middle marker navigation beacon. It contains one building on one antenna.

**PARCEL 9:** Parcel 9 consists of 0.27 acres located approximately 4.4 nautical miles southeast of the runway end. The building there has been removed in the process of cleanup of a leaking underground storage tank. The site was the location of the outer marker navigation beacon.

P.O.C.

SALINAS RIVER



P.O.B.

HAB1  
HABITAT AREA  
43.428 AC.

PARCEL A  
("UXB" AREA)

CL 20' S.S.E.

PARCEL H  
(L5.11-SITE 36)

BLANCO ROAD

MARINA  
PARCEL 1  
VOL. 19 SUR. MAPS PG.20

PARCEL D  
(L5.7-SITE 40)

PARCEL G  
(L5.10-SITE 34)

PARCEL I  
(L5.12-SITE 34)

PARCEL E  
(L5.8-SITE 40)

PARCEL J  
(L5.13-SITE 34)

PARCEL F  
(L5.9-SITE 34)

UCSC  
PARCEL 2  
VOL. 19 SUR. MAPS PG.20

EXHIBIT "A"

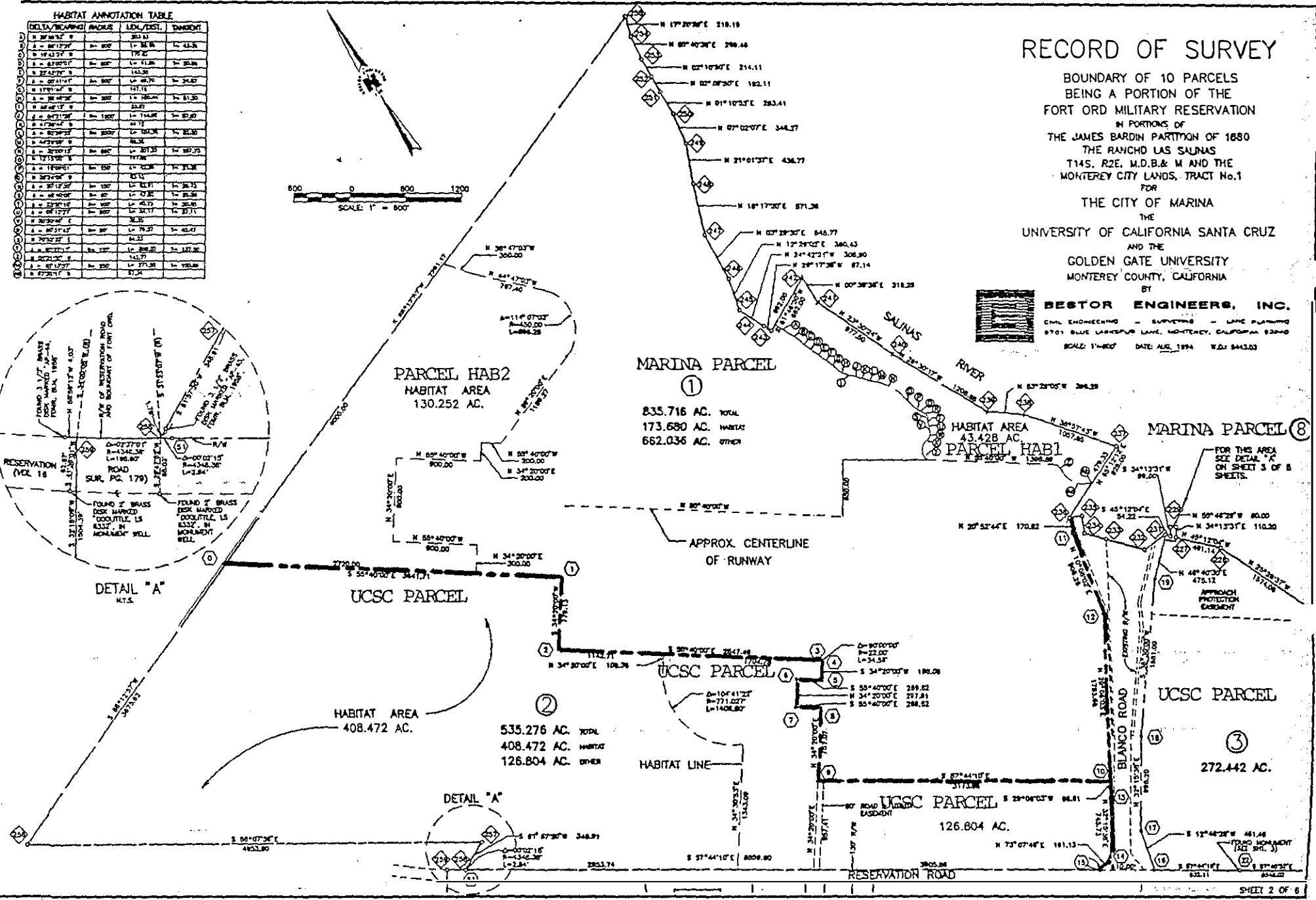
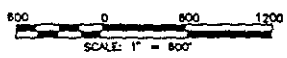
HABITAT ANNOTATION TABLE			
DETA/REMARKS	BEARING	DIST.	POINT
A - 80°12'00" W	300.00	1	41.55
A - 80°12'00" W	300.00	2	41.55
A - 80°12'00" W	300.00	3	41.55
A - 80°12'00" W	300.00	4	41.55
A - 80°12'00" W	300.00	5	41.55
A - 80°12'00" W	300.00	6	41.55
A - 80°12'00" W	300.00	7	41.55
A - 80°12'00" W	300.00	8	41.55
A - 80°12'00" W	300.00	9	41.55
A - 80°12'00" W	300.00	10	41.55
A - 80°12'00" W	300.00	11	41.55
A - 80°12'00" W	300.00	12	41.55
A - 80°12'00" W	300.00	13	41.55
A - 80°12'00" W	300.00	14	41.55
A - 80°12'00" W	300.00	15	41.55
A - 80°12'00" W	300.00	16	41.55
A - 80°12'00" W	300.00	17	41.55
A - 80°12'00" W	300.00	18	41.55
A - 80°12'00" W	300.00	19	41.55
A - 80°12'00" W	300.00	20	41.55
A - 80°12'00" W	300.00	21	41.55
A - 80°12'00" W	300.00	22	41.55
A - 80°12'00" W	300.00	23	41.55
A - 80°12'00" W	300.00	24	41.55
A - 80°12'00" W	300.00	25	41.55
A - 80°12'00" W	300.00	26	41.55
A - 80°12'00" W	300.00	27	41.55
A - 80°12'00" W	300.00	28	41.55
A - 80°12'00" W	300.00	29	41.55
A - 80°12'00" W	300.00	30	41.55
A - 80°12'00" W	300.00	31	41.55
A - 80°12'00" W	300.00	32	41.55
A - 80°12'00" W	300.00	33	41.55
A - 80°12'00" W	300.00	34	41.55
A - 80°12'00" W	300.00	35	41.55
A - 80°12'00" W	300.00	36	41.55
A - 80°12'00" W	300.00	37	41.55
A - 80°12'00" W	300.00	38	41.55
A - 80°12'00" W	300.00	39	41.55
A - 80°12'00" W	300.00	40	41.55
A - 80°12'00" W	300.00	41	41.55
A - 80°12'00" W	300.00	42	41.55
A - 80°12'00" W	300.00	43	41.55
A - 80°12'00" W	300.00	44	41.55
A - 80°12'00" W	300.00	45	41.55
A - 80°12'00" W	300.00	46	41.55
A - 80°12'00" W	300.00	47	41.55
A - 80°12'00" W	300.00	48	41.55
A - 80°12'00" W	300.00	49	41.55
A - 80°12'00" W	300.00	50	41.55

# RECORD OF SURVEY

BOUNDARY OF 10 PARCELS  
BEING A PORTION OF THE  
FORT ORD MILITARY RESERVATION  
IN PORTIONS OF  
THE JAMES BARDIN PARTITION OF 1680  
THE RANCHO LAS SALINAS  
T14S, R2E, M.D.B.& M AND THE  
MONTEREY CITY LANDS, TRACT No.1  
FOR  
THE CITY OF MARINA  
THE  
UNIVERSITY OF CALIFORNIA SANTA CRUZ  
AND THE  
GOLDEN GATE UNIVERSITY  
MONTEREY COUNTY, CALIFORNIA



**BESTOR ENGINEERS, INC.**  
CIVIL ENGINEERING - SURVEYING - LAND PLANNING  
8701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940  
SCALE: 1"=800' DATE: AUG. 1994 W.D.: 844533



**PARCEL HAB2**  
HABITAT AREA  
130.252 AC.

**MARINA PARCEL**  
①  
835.716 AC. TOTAL  
173.680 AC. HABITAT  
662.036 AC. OTHER

**PARCEL HAB1**  
HABITAT AREA  
43.426 AC.

**MARINA PARCEL** ⑧

DETAIL "A"  
HTS

**UCSC PARCEL**

HABITAT AREA  
408.472 AC.

535.276 AC. TOTAL  
408.472 AC. HABITAT  
126.804 AC. OTHER

**UCSC PARCEL**

**UCSC PARCEL**  
126.804 AC.

**UCSC PARCEL**

272.442 AC.

DETAIL "A"

RESERVATION ROAD

**DESCRIPTION OF PARCEL 1 (835.716 ACRES)  
BEING A PORTION OF FORT ORD MILITARY RESERVATION  
IN MONTEREY CITY LANDS TRACT NO. 1  
AND RANCHO LAS SALINAS  
MONTEREY COUNTY, CALIFORNIA  
FOR THE CITY OF MARINA**

CERTAIN real property situate in Monterey City Lands Tract No. 1 and Rancho Las Salinas, County of Monterey, State of California, particularly described as follows:

BEGINNING at Angle Point No. 40 of the Dependent Resurvey of a portion of the boundary of the Fort Ord Military Reservation, the plat of which was approved April 17, 1961, by the Director, Bureau of Land Management, as said point of beginning being at coordinate Northing = 2148203.41526 and Easting = 5753561.84213, thence along said boundary

- (1) S. 68° 12' 57" W., 7291.17 feet; thence leaving said boundary
- (2) S. 55° 40' 00" E., 3641.71 feet; thence
- (3) S. 34° 20' 00" W., 779.13 feet; thence
- (4) S. 55° 40' 00" E., 2847.49 feet; thence
- (5) Southwesterly, 34.56 feet along the arc of a tangent curve to the right having a radius of 22.00 feet, through a central angle of 90° 00' 00"; thence tangentially
- (6) S. 34° 20' 00" W., 198.08 feet; thence
- (7) N. 55° 40' 00" W., 269.62 feet; thence
- (8) S. 34° 20' 00" W., 297.91 feet; thence
- (9) S. 55° 40' 00" E., 269.62 feet; thence
- (10) S. 34° 20' 00" W., 757.07 feet; thence
- (11) S. 57° 44' 10" E., 3173.98 feet; thence
- (12) N. 29° 06' 03" E., 1783.68 feet; thence
- (13) N. 10° 08' 02" E., 908.26 feet; thence
- (14) N. 20° 52' 44" E., 170.82 feet to a point on the northeasterly boundary of said Fort Ord; thence along last said boundary
- (15) N. 65° 12' 12" E., 928.00 feet; thence
- (16) N. 38° 57' 43" W., 1057.65 feet; thence
- (17) N. 53° 29' 05" W., 396.29 feet; thence
- (18) N. 26° 30' 17" W., 1208.68 feet; thence



- (19) N. 23° 30' 24" W., 977.50 feet; thence
- (20) N. 00° 38' 38" E., 319.29 feet; thence
- (21) S. 61° 46' 50" W., 662.00 feet; thence
- (22) N. 26° 17' 38" W., 97.14 feet; thence
- (23) N. 24° 42' 21" W., 308.90 feet; thence
- (24) N. 12° 26' 02" E., 360.43 feet; thence
- (25) N. 03° 29' 30" E., 545.77 feet; thence
- (26) N. 18° 17' 20" E., 571.36 feet; thence
- (27) N. 21° 01' 37" E., 436.77 feet; thence
- (28) N. 07° 02' 07" E., 346.27 feet; thence
- (29) N. 01° 10' 53" E., 283.41 feet; thence
- (30) N. 02° 08' 50" E., 192.11 feet; thence
- (31) N. 02° 10' 50" E., 214.11 feet; thence
- (32) N. 05° 40' 38" E., 269.46 feet; thence
- (33) N. 17° 20' 59" E., 219.19 feet to the POINT OF BEGINNING.

Notes:

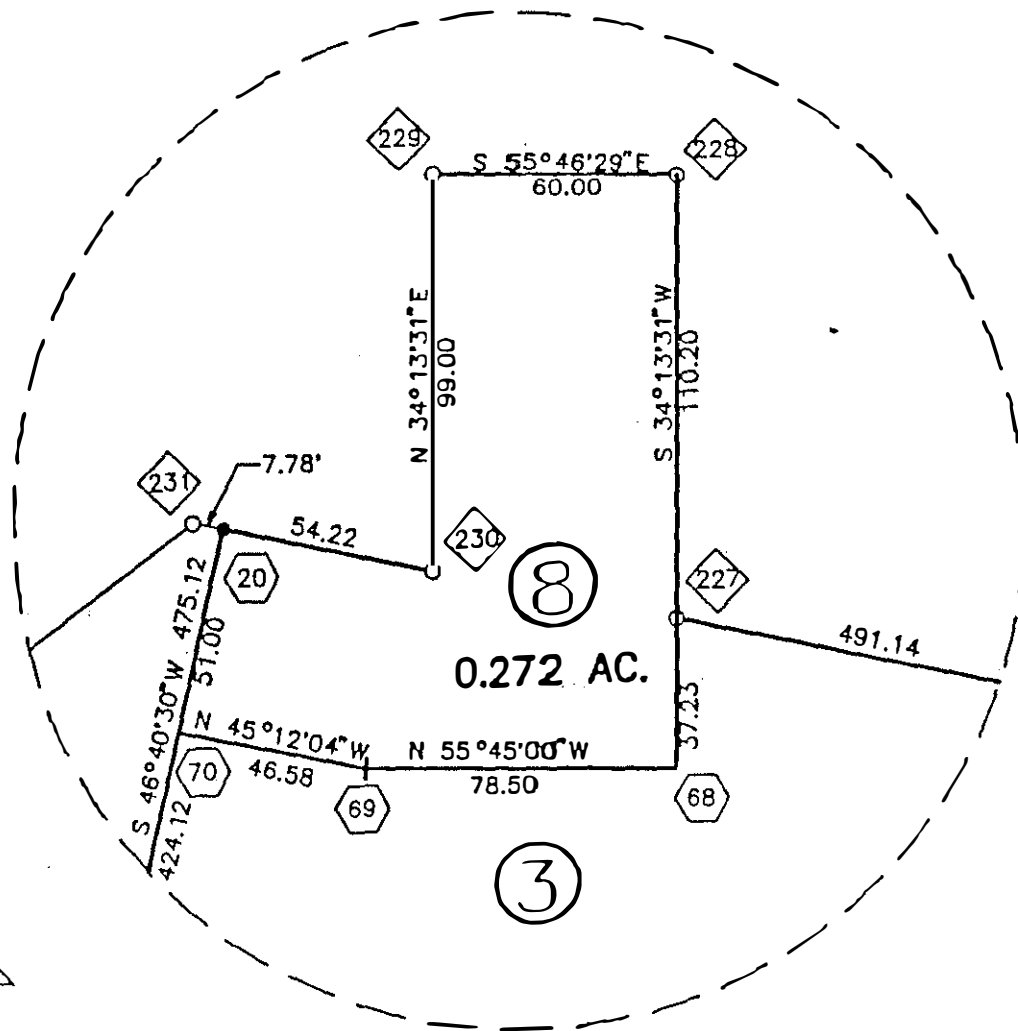
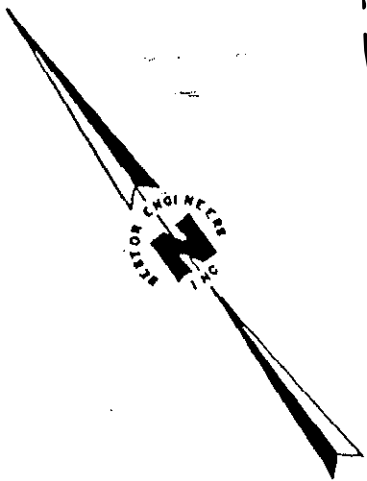
Basis of Bearings: The basis of bearings for this description is the grid bearing of N. 37° 05' 40" E. between California High Precision Geodetic Network (HPGN) control points "CA HPGN 05 13" and "941 3450 M tidal". The horizontal datum is the North American datum of 1983 (1992). The grid bearing is based on the Lambert projection for California State Plane Zone 4. The coordinates for the two control points were established by the California Department of Transportation (Caltrans) in conjunction with the National Geodetic Survey (NGS) in 1992. The bearings for this description were established using Global Positioning System (GPS) "Fast-Static Surveying techniques.

State Plane Coordinates: The coordinates listed are not State Plane coordinates. They are ground coordinates computed by scaling the State Plane Coordinates by a mean project combination factor of .999938023. To obtain grid distances, multiply the ground distances by the mean project combination factor. Ground coordinates were used so that computations would be compatible with existing record maps and deeds. However, no rotation was applied when the State Plane Coordinates were scaled. Therefore, the bearings in this description are grid bearings based on the Lambert projection for California State Plane Zone 4.

*John M. Van Zander*  
 JOHN M. VAN ZANDER  
 Registered Civil Engineer #15310  
 State of California  
 Expires: 31 March 1997



1 June 1994  
 W.O. 5443.03  
 RMN/caz.6431



### DETAIL "A"

N.T.S.

MIDDLE MARKER BEACON

Middle Marker Beacon

PARCEL 8

**DESCRIPTION OF PARCEL 8 (0.272 ACRES)  
BEING A PORTION OF FORT ORD MILITARY RESERVATION  
IN MONTEREY CITY LANDS TRACT NO. 1  
AND RANCHO LAS SALINAS  
MONTEREY COUNTY, CALIFORNIA  
FOR THE CITY OF MARINA**

CERTAIN real property situate in Monterey City Lands Tract No. 1 and Rancho Las Salinas, County of Monterey, State of California, particularly described as follows:

COMMENCING at a found 5" x 8" granite monument accepted as being the corner designated as "U.S. 35" at the north corner of that certain 15,609.5 acre tract conveyed by David Jacks Corporation to the United States of America by deed dated August 4, 1917 and recorded in volume 151 of Deeds at Page 140, Official Records of Monterey County, as said point of beginning being at coordinate Northing = 2136867.09687 and Easting = 5754384.09781; thence

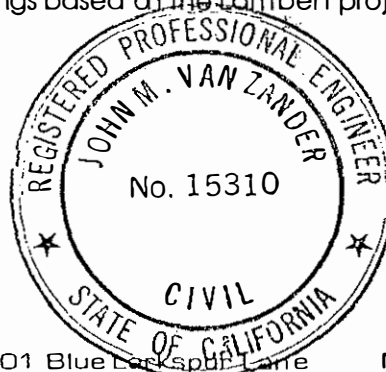
- (a) N. 19° 43' 36" E., 3642.89 feet to the TRUE POINT OF BEGINNING, being at coordinate Northing = 2140296.20111 and Easting = 5755613.69523; thence
- (1) N. 34° 13' 31" E., 99.00 feet; thence
- (2) S. 55° 46' 29" E., 60.00 feet; thence
- (3) S. 34° 13' 31" W., 147.43 feet; thence
- (4) N. 55° 45' 00" W., 78.50 feet; thence
- (5) N. 45° 12' 04" W., 46.58 feet; thence
- (6) N. 46° 40' 30" E., 51.00 feet; thence
- (7) S. 45° 12' 04" E., 54.22 feet to the TRUE POINT OF BEGINNING.

Notes:

Basis of Bearings: The basis of bearings for this description is the grid bearing of N. 37° 05' 40" E. between California High Precision Geodetic Network (HPGN) control points "CA HPGN 05 13" and "941 3450 M tidal". The horizontal datum is the North American datum of 1983 (1992). The grid bearing is based on the Lambert projection for California State Plane Zone 4. The coordinates for the two control points were established by the California Department of Transportation (Caltrans) in conjunction with the National Geodetic Survey (NGS) in 1992. The bearings for this description were established using Global Positioning System (GPS) "Fast-Static Surveying techniques.

State Plane Coordinates: The coordinates listed are not State Plane coordinates. They are ground coordinates computed by scaling the State Plane Coordinates by a mean project combination factor of .999938023. To obtain grid distances, multiply the ground distances by the mean project combination factor. Ground coordinates were used so that computations would be compatible with existing record maps and deeds. However, no rotation was applied when the State Plane Coordinates were scaled. Therefore, the bearings in this description are grid bearings based on the Lambert projection for California State Plane Zone 4.

  
JOHN M. VAN ZANDER  
Registered Civil Engineer #15310  
State of California  
Expires: 31 March 1997



14 June 1994  
W. O. 5443.03  
RMN/lh.6471



Situate in the COUNTY OF MONTEREY, STATE OF CALIFORNIA, to-wit:

PARCEL 9

All that land in the Rancho Nacional, Monterey County, State of California, being more particularly described as follows:

Commencing, for reference, at Angle Point Number 53 of the Bureau of Land Management, Fort Ord Military Reservation Boundary Survey of 1958, which is marked with a standard B.L.M., iron post set 8 inches below the surface, stamped AP-53 ORD-MR, 1958, thence north  $34^{\circ} 21'$  east, 3728.56 feet, to a R.R. spike at the intersection of centerline runway extended and east edge of Farm Road, the true point of beginning.

THENCE, (1) S  $57^{\circ} 15'$  E., 32.0 feet;

THENCE, (2) N  $32^{\circ} 45'$  E., 62.0 feet;

THENCE, (3) S  $57^{\circ} 15'$  E., 78.0 feet;

THENCE, (4) S  $32^{\circ} 45'$  W., 125.0 feet;

THENCE, (5) N  $57^{\circ} 15'$  W., 113.3 feet;

THENCE, (6) N  $35^{\circ} 46'$  E., 63.1 feet more or less to the point of beginning.

The above described parcel contains 0.272 acres, more or less.

PARCEL 9-1

A Permanent Easement and Right-of-way for the purposes hereinafter stated, over and through, under, along and across, that certain parcel of land situated in the County of Monterey, State of California, and more particularly described as follows, to-wit:

A strip of land, 6 feet wide, located in Rancho Nacional in the County of Monterey, State of California, the centerline of said strip being located as follows:

Commencing, for reference, at Angle Point No. 53 of the Bureau of Land Management Boundary Survey of Fort Ord Military Reservation, said point being marked by a standard B.L.M. iron post set 8 inches below the surface and stamped A.P.-53, ORD-MR, 1958; thence, N  $35^{\circ} 56' 51''$  E, 3728.56 feet to a point, marked by a railroad spike, at the intersection of the airfield runway extended, and the Easterly line of a 20-foot road; thence, S  $55^{\circ} 39' 09''$  E, 32.0 feet; thence, N  $34^{\circ} 20' 51''$  E, 7.1 feet to the true point of beginning;

THENCE, (1) N  $6^{\circ} 00'$  E, 126.8 feet to an existing utility pole;

THENCE (2) N  $31^{\circ} 00'$  E, 121.5 feet to the point of termination and containing 0.03 acres, more or less.

PARCEL 9-1 continued

Bearings recited in this description are based on the California State Coordinate System, Zone IV. Apply a swing angle of  $1^{\circ} 36' 40''$  counterclockwise to State Grid bearings to obtain true bearings.

Said easement and right of way are for the following purposes:

A perpetual and assignable easement and right of way to locate, construct, operate, maintain, repair, patrol, and remove an underground electric power and communication cable lines in, upon, over, and across Tract No. 118E, together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right of way.

PARCEL 9-2

A Permanent Easement and Right-of-way for the purposes hereinafter stated, over and through, under, along and across, that certain parcel of land situated in the County of Monterey, State of California, and more particularly described as follows, to-wit:

All that land in the Rancho Nacional, Monterey County, State of California, being more particularly described as follows:

A strip of land, 20 feet wide, lying along the following described centerline:

Commencing, for reference, at Angle Point Number 53 of the Bureau of Land Management, Fort Ord Military Reservation Boundary Survey of 1958, which is marked with a standard B.L.M., iron post set 8 inches below the surface, stamped AP-53 ORD-MR, 1958, thence north  $34^{\circ} 30'$  east, 4633.23 feet to the intersection of Foster Road and Farm Road which is marked with a R.R. spike, the true point of beginning.

THENCE, S.  $35-46'$  W., 968.0 feet, to a point from which said AP Number 53 bears S  $34^{\circ} 10'$  W., 3665.53 feet.

The above described strip contains 0.444 acres, more or less.

Said easement and right of way are for the following purposes:

A perpetual and assignable easement and right of way to locate, construct, operate, maintain, and repair a roadway, in, upon, over and across the herein described land, Tract 116E, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and any other vegetation, structures, or obstacles within the limits of the right of way.

# APPENDIX B

## PHASED TRANSFER

## APPENDIX B

### Fritzsche Army Airfield Phased Transfer

PHASES	Parcel I. D.	Transfer Date	Acreage (Appx)
Phase 1	Parcel 1 (clean part)	May 95	750
Phase 2	Subparcel A (UXO)	Late 95	71.4
	Subparcels B and C (contaminated area)		.14
	Subparcels F, G, H, I, J (NPL sites 34 & 36)		7.4
	Parcel 8 (middle marker beacon)		.27
	Subparcels D & E (NPL site 40)		6.8
	Parcel 9 (outer marker beacon)		.27

**Total Approximate Acres      836**



# APPENDIX C

## LISTING OF BUILDINGS AND FACILITIES TO BE TRANSFERRED

## APPENDIX C

### Listing of Buildings and Facilities to be Transferred

FAC #	GROSS AREA	CATEGORY	DESCRIPTION	PARCEL
NUMBER	(SQ. FT.)	CODE		
504	2508	14112	Aviation Operation Bldg	1
507	64920	21112	Maintenance Hangar Comb	1
510	21947	21110	Maintenance Hangar Avum	1
512	833	11370	Aircraft Wash Apron	1
514	2857	14111	Air Field Fire Rescue Station	1
515	2942	13310	Flight Control Tower, HD	1
517	857	11370	Aircraft Wash Apron	1
518	4567	14110	Airfield Operation Building	1
519	581	13640	Lighting Equipment Vault	1
520	2109	55010	Clinic W/O Beds	1
521	7222	17112	Flight Simulator Building	1
522	976	61050	Administration General Purpose	1
523	965	61050	Administration General Purpose	1
524	36007	21112	Maintenance Hangar Combination	1
525	833	11370	Aircraft Wash Apron	1
526	4520	14112	Aviation Operations Bldg	1
527	39446	21110	Maintenance Hangar Avum	1
529	2206	72210	Enlisted Personnel Dining Fac	1
531	992	61050	Administration General Purpose	1
532	992	17150	Battalion Classrooms	1
533	35000	21112	Maintenance Hangar Combination	1
534	833	11370	Aircraft Wash Apron	1
535	27456	44211	AC Accountable Parts Supply Bldg	1
536	992	14112	Aviation Unit Operation	1
537	992	14112	Aviation Unit Operation	1
538	1144	14112	Aviation Unit Operation	1
540		83112	Sewer Treatment Plant, 74 KG	1
541	720	44240	Inflammable Material Building	1
543		13470	Light Wind Directional Indicator	1
547		83120	Septic Tank Drainage Field	1
548		84110	Water Treatment	1
549		13470	Light Wind Dir. Indicator (Wind Sock)	1
550B	192	13320	Navigational Aids Building	8
550C	554	13320	Navigational Aids Building	1
550D	112	13320	Navigational Aids Building	1

# APPENDIX D

## LISTING OF PERSONAL PROPERTY

## APPENDIX D

### Listing of Personal Property-Relocatable Buildings and Trailers (See 1" = 100' installation Topographic maps for locations)

REF # #	SF/SIZE	DESCRIPTION/LOCATION	PARCEL
H051	216 12x18	Haz. Waste Storage Facility (south of hangar 533)	1
1A16	400 20x20	Wood Siding Shed (south of building 526)	1
1A124	400 20x20	Wood Siding Shed (west of tower 515)	1
R051	400 20x20	Wood Siding Shed (northwest of hangar 510)	1
R052	400 20x20	Wood Siding Shed (west of building 514)	1
R053	720 15x48	Wood Storage Facility (north of hangar 507)	1
R054	400 20x20	Wood Siding Shed (southwest of building 518)	1
R055	2-100sf ea 2-10x10	Galvanized Steel Sheds (west of hangar 524)	1
R056	960 20x48	Galvanized Steel Bld (south of hangar 533)	1
S-25	1000 20x50	Galvanized Steel Shed (south of hangar 524)	1
S-26	1000 20x50	Galvanized Steel Shed (south of hangar 533)	1
S-27	1000 20x50	Galvanized Steel Shed (west of hangar 533)	1
TR051	1200 20x60	Mobile Home Trailer (east of building 518)	1

## City of Marina

### Listing of Personal Property

1. Truck, Fire Fight: Aircraft Crash and Rescue  
(4210-00-484-5729) QTY = 1
2. Truck, Fire Fight: Powered Pumper, Fire Fighting  
(4210-01-025-4976) QTY = 1
3. Truck, Tank: Fuel Servicing 1200 Gallon 4x2 1900  
(2320-01-090-7802) QTY = 2
4. Machine, Calculating:  
(7420-01-174-5218) QTY = 10
5. Monitor, Zenith ZCM 1390  
(7025-01-Z91-4619) QTY = 2
6. Monitor, Zenith ZVM 1380  
(7025-01-232-9323) QTY = 18
7. Keyboard, Computer  
(7010-01-234-0853) QTY = 18
8. Keyboard, Computer  
(7010-01-232-9363) QTY = 2
9. Printer, Computer  
(7035-01-J02-3082) QTY = 20

STANDARD FORM 122  
 JUNE 1974  
 GENERAL SERVICES  
 ADMINISTRATION  
 FPMR (41 CFR) 101-32.305  
 FPMR (41 CFR) 101-43.315

## TRANSFER ORDER EXCESS PERSONAL PROPERTY

1. ORDER NO.

2. DATE  
 BRAC

125-94

3. TO: GENERAL SERVICES ADMINISTRATION\*

4. ORDERING AGENCY (Full name and address)\*

5. HOLDING AGENCY (Name and address)\*  
 COMMANDER, FT. ORD  
 ATTN: AFKZ-DL-SS-BRAC-PBO  
 BILL REYNOLDS, PBO (408) 242-4254  
 FORT ORD, CA: 93941

6. SHIP TO (Consignee and destination)\*

7. LOCATION OF PROPERTY

8. SHIPPING INSTRUCTIONS

BLDG 514 FORT ORD, CA: 93941

9. ORDERING AGENCY APPROVAL

10. APPROPRIATION SYMBOL AND TITLE

A. SIGNATURE

B. DATE

C. TITLE

11. ALLOTMENT

12. GOVERNMENT B/L NO.

### 13. PROPERTY ORDERED

GSA AND HOLDING AGENCY NOS. (a)	ITEM NO. (b)	DESCRIPTION <i>(Include noun name, FSC Group and Class, Condition Code and, if available, National Stock Number)</i> (c)	UNIT (d)	QUANTITY (e)	ACQUISITION COST	
					UNIT (f)	TOTAL (g)
	1.	<del>4110-00-203-0565</del> DISPENSER, WATER BOTTLE	EA	1	\$137.43	\$ 137.43
	2.	<del>4110-00-879-5944</del> REFRIGERATOR SN#	EA	1	297.62	297.62
	3.	4110-01-008-6024 ICEMAKING MACHINE SN#	EA	1	1189.65	1189.65
	4.	7105-00-139-8260 WARDROBE WOOD	EA	4	239.00	956.00
	5.	7105-00-139-8295 CHEST 3 DRAWERS	EA	4	67.75	271.00
	6.	7105-00-281-8617 TABLE, DINING ROOM	EA	1	116.73	116.73
	7.	7105-01-150-3039 BED, BUNK WOOD	EA	4	113.45	452.80
	8.	7105-01-151-6399 DRAWER UNIT	EA	4	51.40	205.60
	9.	7105-01-180-5893 WARDROBE, STEEL FRAME	EA	1	235.30	235.30

14. GSA APPROVAL

A. SIGNATURE

B. TITLE

THOMAS DeVILBISS, DIR, DOL  
 XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

C. DATE

9-28-94

FOR GSA	AGENCY AND LOCATION	FSC	CONDITION	SOURCE CODE
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STANDARD FORM 122  
 JUNE 1974  
 GENERAL SERVICES  
 ADMINISTRATION  
 FPMR (41 CFR) 101-32.305  
 FPMR (41 CFR) 101-32.315

**TRANSFER ORDER  
 EXCESS PERSONAL PROPERTY**

1. ORDER NO.

2. DATE

•BRAC 80-94

3. TO: ~~GENERAL SERVICE ADMINISTRATION~~  
 CITY OF MARINA

4. ORDERING AGENCY (Full name and address)

5. HOLDING AGENCY (Name and address) COMMANDER, FT. ORD  
 ATTN: AFKZ-DL-SS-BRAC-PBO  
 BILL REYNOLDS, PBO (408) 242-4254  
 FORT ORD, CA. 93941

6. SHIP TO (Consignee and destination)

7. LOCATION OF PROPERTY  
 BLDG 515 A/FIELD FORT ORD, CA: 93941

8. SHIPPING INSTRUCTIONS

9. ORDERING AGENCY APPROVAL  
 A. SIGNATURE  
 B. DATE

10. APP OPRIATION SYMBOL AND TITLE

C. TITLE

11. ALLOTMENT

12. GOVERNMENT BA. NO.

13. PROPERTY ORDERED

GSA AND HOLDING AGENCY NOS. (a)	ITEM NO. (b)	DESCRIPTION (Include noun name, FSC Group and Class, Condition Code and, if available, National Stock Number) (c)	UNIT (d)	QUANTITY (e)	ACQUISITION COST	
					UNIT (f)	TOTAL (g)
	1.	REEFER 2-DR LEFT HAND 4110-00-903-6458	EA	1	368.50	368.50
	2.	METER FLD STRENGTH JERROLD MODEL 747 6625-01-058-6290	EA	1	528.84	528.84
	3.	TABLE OFFICE STEEL GRAY 36x24x30½ 7110-00-143-0820	EA	1	93.00	93.00
	4.	FILING CABINET CAP SIZE 4 DWR W/O LOCK 7110-00-267-2784	EA	1	62.61	62.61
	5.	DESK FLAT TOP DBL PED WALNUT 7110-01-148-2410	EA	3	337.86	1013.58
	6.	CABINET SML PARTS 24 DWR 48 DIVD GARY 7125-00-285-1767	EA	3	180.93	542.79
	7.	CABINET KEY WALL MTD 95 KEY CAP 7125-00-285-3049	EA	1	60.03	60.03
	8.	OVEN MICROWAVE SN#19270739 7310-00-364-1196	EA	1	723.34	723.34
	9.	CLEANER VAC ELEC HAND MODEL 7910-00-267-1206 D5083 SN#894349415	EA	1	171.10	171.10
	10.	CLEANER VAC ELEC VERTICAL TANK W/FLOOR HANDLE, HOSE 7910-00-550-9123	EA	1	55.00	55.10
TOTAL AMOUNT					\$3,618.89	

14. GSA APPROVAL  
 A. SIGNATURE

B. TITLE  
 THOMAS DeVILBISS, DIR. DOL

C. DATE  
 11-21-94

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

STANDARD FORM 122  
JUNE 1974  
GENERAL SERVICES  
ADMINISTRATION  
FPMR (41 CFR) 101-32.306  
FPMR (41 CFR) 101-43.315

TRANSFER ORDER PAGE 1 OF 3  
EXCESS PERSONAL PROPERTY

1. ORDER NO.  
2. DATE  
BRAC 88-94

3. TO: ~~GENERAL SERVICES ADMINISTRATION~~  
CITY OF MARINA

4. ORDERING AGENCY (Full name and address)

5. HOLDING AGENCY (Name and address) COMMANDER, FT. ORD  
ATTN: AFKZ-DL-SS-BRAC-PBO  
BILL REYNOLDS, PBO (408) 242-4254  
FORT ORD, CA. 93941

6. SHIP TO (Consignee and destination)

7. LOCATION OF PROPERTY  
BLDG 518 A/FIELD FORT ORD. CA: 93941

8. SHIPPING INSTRUCTIONS

9. ORDERING AGENCY APPROVAL  
A. SIGNATURE B. DATE

10. APPROPRIATION SYMBOL AND TITLE

C. TITLE

11. ALLOTMENT 12. GOVERNMENT BA. NO.

13. PROPERTY ORDERED

GSA AND HOLDING AGENCY NOS. (a)	ITEM NO. (b)	DESCRIPTION (Include noun name, FSC Group and Class, Condition Code and if available, National Stock Number) (c)	UNIT (d)	QUANTITY (e)	ACQUISITION COST	
					UNIT (f)	TOTAL (g)
	1.	PRINTER, STAND 7045-01-259-7958	EA	1	201.81	201.81
	2.	TABLE, WOOD STAND (WORKSTATION) 38" HIGH, W/DRAWERS 7045-01-259-7959	EA	1	421.55	421.55
	3.	MODULAR UNIT, COMB COOKSHELF DESK DRAWER UNIT 30W x 16D x 72H" 7105-01-010-7787	EA	1	314.31	314.31
	4.	BOOKCASE CONTEMPORARY STYLE STEEL W/ADJ SHELF 30x13x29½ 7110-00-149-1621	EA	1	82.00	82.00
	5.	DESK FLAT TOP DBL PED 60x30x29½ BLACK 7110-00-149-1626	EA	1	234.23	234.23
	6.	CHAIR SIDE ROTARY LOW BACK W/O ARM TUFTED UPHOL BLACK/WHITE <del>XXXX</del> 7110-00-149-2077	EA	1	79.22	79.22
	7.	DESK FLAT TOP DBL PED STEEL 60Lx34Wx30½" 7110-00-270-9840	EA	1	107.72	107.72
	8.	FILING CABINET CAP SIZE 5 DWRS 7110-00-286-3796	EA	1	152.72	152.72
	9.	FILING CAB SIZE 5 DWRS W/O BASE W/O LOCK 7110-00-286-3797	EA	1	157.37	157.37

14. A. SIGNATURE  
GSA APPROVAL

B. TITLE  
THOMAS DeVILBISS. DIR. DOL  
C. DATE  
11-21-94

FOR GSA AGENCY AND LOCATION AGENCY STATE FSC COMMOD SOURCE CODE



STANDARD FORM 122  
JUNE 1974  
GENERAL SERVICES  
ADMINISTRATION  
FPMR (41 CFR) 101-32.305  
FPMR (41 CFR) 101-43.315

TRANSFER ORDER PAGE 2 OF 3  
EXCESS PERSONAL PROPERTY

1. ORDER NO.

2. DATE  
BRAC 88-94

3. TO: ~~GENERAL SERVICES ADMINISTRATION~~  
CITY OF MARINA

4. ORDERING AGENCY (Full name and address)

5. HOLDING AGENCY (Name and address) COMMANDER, FT. ORD  
ATTN: AFKZ-DL-SS-BRAC-PBO  
BILL REYNOLDS, PBO (408) 242-4254  
FORT ORD, CA. 93941

6. SHIP TO (Consignee and destination)

7. LOCATION OF PROPERTY  
BLDG 518 A/FIELD FORT ORD, CA: 93941

8. SHIPPING INSTRUCTIONS

9. ORDERING AGENCY APPROVAL


10. APPROPRIATION SYMBOL AND TITLE

A. SIGNATURE B. DATE

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

13. PROPERTY ORDERED

GSA AND HOLDING AGENCY NOS. (a)	ITEM NO. (b)	DESCRIPTION (Include noun name, FSC Group and Class, Condition Code and, if available, National Stock Number) (c)	UNIT (d)	QUANTITY (e)	ACQUISITION COST	
					UNIT (f)	TOTAL (g)
	10.	FILING CABINET LETTER SIZE 5 DRAWER W/PARACENTRIC LOCK 7110-00-286-3798	EA	1	136.10	136.10
	11.	FILING CABINET CAP SIZE 2 DRAWERS METAL GRAY 7110-00-551-5491	EA	1	87.69	87.69
	12.	DESK FLAT TOP RIGHT HAND PED 6" OVERHANG 50x36x29.5" 7110-00-601-9850	EA	1	195.00	195.00
	13.	CHAIR ROTARY EXEC ALUM W/ARMS ART LEATHER GREEN 7110-00-753-5552	EA	1	169.00	169.00
	14.	DESK FLAT TOP 74x38"W 8"OVERHANG 7110-00-847-0226	EA	1	146.68	146.68
	15.	DAVENPORT OFC 3 PERSONS WOOD 7110-00-916-5840	EA	1	779.00	779.00
	16.	CHAIR ROTARY W/ARMS UPHOLSTERED PARTS WALNUT FRAME	EA	3	281.51	844.53
	17.	DESK ATTACHMENT CLERICAL HEIGHT PEDESTAL RIGHT HAND BLACK 7110-01-016-7146	EA	1	83.14	83.14

14. GSA APPROVAL  
A. SIGNATURE 

B. TITLE  
THOMAS DeVILBISS, DIR. DOL

C. DATE  
11-07-94

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

STANDARD FORM 122  
 JUNE 1974  
 GENERAL SERVICES  
 ADMINISTRATION  
 FPMR (41 CFR) 101-32.305  
 FPMR (41 CFR) 101-33.315

TRANSFER ORDER PAGE **3** OF **3**  
 EXCESS PERSONAL PROPERTY

1. ORDER NO.

2. DATE

BRAC

**88-94**

3. TO: ~~GENERAL SERVICES ADMINISTRATION~~

CITY OF MARINA

4. ORDERING AGENCY (Full name and address)

5. HOLDING AGENCY (Name and address) COMMANDER, FT. ORD

ATTN: AFKZ-DL-SS-BRAC-PBO  
 BILL REYNOLDS, PBO (408) 242-4254  
 FORT ORD, CA. 93941

6. SHIP TO (Consignee and destination)

7. LOCATION OF PROPERTY

BLDG 518 A/FIELD FORT ORD, CA: 93941

8. SHIPPING INSTRUCTIONS

9. ORDERING AGENCY APPROVAL

A. SIGNATURE

B. DATE

10. APPROPRIATION SYMBOL AND TITLE

C. TITLE

11. ALLOTMENT

12. GOVERNMENT BAL. NO.

13. PROPERTY ORDERED

GSA AND HOLDING AGENCY NOS. (a)	ITEM NO. (b)	DESCRIPTION (Include noun name, FSC Group and Class, Condition Code and, if available, National Stock Number) (c)	UNIT (d)	QUANTITY (e)	ACQUISITION COST	
					UNIT (f)	TOTAL (g)
	18.	DESK ATTACHMENT CLERICAL HEIGHT PEDESTAL LEFT HAND BLACK 7110-01-016-7148	EA	3	166.92	500.76
	19.	DESK FLAT TOP DBL PED STEEL GRAY 7110-01-135-1992	EA	1	201.60	201.60
	20.	CHAIR DESK ROTARY LOW BACK W/O ARM TILT SEAT/BACK DARK BLUE	EA	1	73.96	73.96
	21.	CHAIR ROTARY SECRETARIAL W/O ARM NONTILT SEAT DARK BLUE 7110-01-188-4427	EA	1	66.89	66.89
	22.	CABINET STORAGE 6 SHELVES KNOCKDOWN CONST 78H x 38W x 18D"	EA	1	192.00	192.00
<u>TOTAL AMOUNT \$5,227.28</u>						

14. A. SIGNATURE

B. TITLE

C. DATE

GSA APPROVAL

THOMAS DeVILBISS, DIR. DOL

**11-21-94**

FOR GSA USE

AGENCY AND LOCATION

AGENCY STATE

FSC

CONDITION

SOURCE CODE

TRANSFER ORDER PAGE 1 OF 3  
 EXCESS PERSONAL PROPERTY

1. ORDER NO.  
 2. DATE  
 BRAC 87-94

3. TO: ~~CITY OF MARINA~~  
 CITY OF MARINA

4. ORDERING AGENCY (Full name and address)

5. HOLDING AGENCY (Name and address) COMMANDER, FT. ORD  
 ATTN: AFKZ-DL-SS-BRAC-PBO  
 BILL REYNOLDS, PBO (408) 242-4254  
 FORT ORD, CA. 93941

6. SHIP TO (Consignee and destination)

7. LOCATION OF PROPERTY  
 BLDG 521 A/FIELD FORT ORD, CA. 93941

8. SHIPPING INSTRUCTIONS

9. ORDERING AGENCY APPROVAL  
 A. SIGNATURE  
 B. DATE

10. APPROPRIATION SYMBOL AND TITLE

C. TITLE

11. ALLOTMENT  
 12. GOVERNMENT B/L NO.

13. PROPERTY ORDERED

GSA AND HOLDING AGENCY NOS. (a)	ITEM NO. (b)	DESCRIPTION (Include noun name, FSC Group and Class, Condition Code and, if available, National Stock Number) (c)	UNIT (d)	QUANTITY (e)	ACQUISITION COST	
					UNIT (f)	TOTAL (g)
	1.	CABINET DISC FILE 7045-01-257-7334 X3711	EA	1	396.64	396.64
	2.	BENCH TABLE W/REMOVABLE PAD 7105-00-785-7479 X3710	EA	1	94.60	94.60
	3.	TABLE OFFICE STEEL W/CENTER DWR 60x34x30 1/2 7110-00-143-0822 X0185	EA	7	135.00	945.00
	4.	DESK FLAT TOP SGL PED RIGHT GRAY 7110-00-143-0830	EA	2	157.04	314.08
	5.	DESK FLAT TOP DBL PED STEEL GRAY 7110-00-143-0832	EA	6	486.72	2920.32
	6.	DESK L-UNIT W/LOCK 7110-00-143-0872 X0615	EA	1	272.48	272.48
	7.	DESK ATCH L-UNIT 7110-00-143-0902 X2156	EA	1	225.68	225.68
	8.	CHAIR OFFICE SIDE ROTARY LOW BACK W/ARM TUFT UPHOL BLACK/BROWN	EA	2	89.86	179.72
	9.	TABLE OFFICE 7110-00-227-1676 X2990	EA	1	87.87	87.87
	10.	BOOKCASE SECTION GLASS DOOR 7110-00-262-6650 X0446	EA	5	73.65	368.25

14. GSA APPROVAL  
 A. SIGNATURE  
 B. TITLE

C. DATE  
 THOMAS DeVILBISS, DIR, DOL  
 11-21-94

**TRANSFER ORDER PAGE 2 OF 3**  
**EXCESS PERSONAL PROPERTY**

1. ORDER NO.  
 2. DATE  
 BRAC 87-94

3. TO: ~~GENERAL SERVICES ADMINISTRATION~~  
 CITY OF MARINA

4. ORDERING AGENCY (Full name and address)

5. HOLDING AGENCY (Name and address) COMMANDER, FT. ORD  
 ATTN: AFKZ-DL-SS-BRAC-PBO  
 BILL REYNOLDS, PBO (408) 242-4254  
 FORT ORD, CA. 93941

6. SHIP TO (Consignee and destination)

7. LOCATION OF PROPERTY  
 BLDG 521 A/FIELD FORT ORD, CA: 93941

8. SHIPPING INSTRUCTIONS

9. ORDERING AGENCY APPROVAL  
 A. SIGNATURE  
 B. DATE

10. APPROPRIATION SYMBOL AND TITLE

C. TITLE

11. ALLOTMENT  
 12. GOVERNMENT BA. NO.

13. PROPERTY ORDERED

GSA AND HOLDING AGENCY NOS. (a)	ITEM NO. (b)	DESCRIPTION (Include noun name, FSC Group and Class, Condition Code and, if available, National Stock Number) (c)	UNIT (d)	QUANTITY (e)	ACQUISITION COST	
					UNIT (f)	TOTAL (g)
	11.	BASE SECTION OUTSIDE DIA. 33x13x7 7110-00-262-6673 X0447	EA	4	2.34	9.36
	12.	CHAIR ROTARY W/ARMS HALF BACK ADJ GRAY 7110-00-273-8793	EA	12	77.00	924.00
	13.	CHAIR ROTARY W/O ARMS TILTING SEAT AND BACK GRAY 7110-00-273-8795	EA	23	66.00	1518.00
	14.	FILING CABINET CAP SIZE 5 DWR W/O BASE 7110-00-286-3796 X0017	EA	2	152.72	305.44
	15.	FILING CABINET CAP SIZE 5 DWR W/O BASE W/O LOCK 18x28x57½	EA	1	157.37	157.37
	16.	TABLE OFFICE STEEL GRAY 1 DRAWER 24Wx36Lx30½H 7110-00-582-0982	EA	1	31.17	31.17
	17.	CHAIR DESK ROTARY HIGH BACK W/ARM TILT BACK SEAT DARK BLUE 7110-01-188-3953	EA	2	102.40	204.80
	18.	SHELVING STORAGE AND DISPLAY 6 SHELVES ADJ GRAY 87Hx36Wx18D 7125-00-559-6378	EA	4	82.00	328.00
	19.	<del>CABINET STORAGE 6 SHELVES</del>				

14. A. SIGNATURE  
 GSA APPROVAL

B. TITLE  
 THOMAS DeVILBISS, DIR, DOL

C. DATE  
 11-21-94

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

BOARD FORM 122  
 FEB 1974  
 GENERAL SERVICES  
 ADMINISTRATION  
 GSA (41 CFR) 101-32.306  
 GSA (41 CFR) 101-33.315

**TRANSFER ORDER** PAGE 3 OF 3  
**EXCESS PERSONAL PROPERTY**

1. ORDER NO.  
 2. DATE  
 BRAC 87-94

3. ~~DEPARTMENT OF DEFENSE~~  
 CITY OF MARINA

4. ORDERING AGENCY (Full name and address)

HOLDING AGENCY (Name and address) COMMANDER, FT. ORD  
 TTN: AFKZ-DL-SS-BRAC-PBO  
 WILL REYNOLDS, PBO (408) 242-4254  
 FORT ORD, CA. 93941

6. SHIP TO (Consignee and destination)

LOCATION OF PROPERTY  
 BLDG 521 A/FIELD FORT ORD, CA. 93941

8. SHIPPING INSTRUCTIONS

ORDERING AGENCY APPROVAL  
 A. SIGNATURE

10. APPROPRIATION SYMBOL AND TITLE  
 B. DATE

C. TITLE

11. ALLOTMENT  
 12. GOVERNMENT B/L NO.

PROPERTY ORDERED

GSA AND HOLDING AGENCY NOS. (a)	ITEM NO. (b)	DESCRIPTION (Include noun name, FSC Group and Class, Condition Code and, if available, National Stock Number) (c)	UNIT (d)	QUANTITY (e)	ACQUISITION COST	
					UNIT (f)	TOTAL (g)
	19.	CABINET STORAGE 6 SHELVES KNOCKDOWN CONST 78Hx36Wx18D 7125-00-641-5436 X0286	EA	7	192.00	1344.00
	20.	CABINET KEY 120 KEYS 18x14x2½ 7125-01-291-4255 X0408	EA	1	41.93	41.93
	21.	CUST WEARING APPAREL (STAND) STEEL 7195-00-132-6643 X0044	EA	1	114.40	114.40
	22.	PARTITION FREESTANDING 7195-00-188-8990 X0084	EA	3	119.28	357.84
<u>TOTAL AMOUNT 11140.95</u>						

14. GSA APPROVAL  
 A. SIGNATURE

B. TITLE  
 THOMAS DeVILBISS, DIR, DOL  
 C. DATE  
 11-21-94

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

STANDARD FORM 122 JUNE 1974 GENERAL SERVICES ADMINISTRATION FPMR (41 CFR) 101-32.306 FPMR (41 CFR) 101-33.315	<b>TRANSFER ORDER          EXCESS PERSONAL PROPERTY</b>	1. ORDER NO.
		2. DATE BRAC 84-94

3. TO: <del>GENERAL SERVICES ADMINISTRATION</del> CITY OF MARINA	4. ORDERING AGENCY (Full name and address)
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5. HOLDING AGENCY (Name and address) COMMANDER, FT. ORD ATTN: AFKZ-DL-SS-BRAC-PBO BILL REYNOLDS, PBO (408) 242-4254 FORT ORD, CA. 93941	6. SHIP TO (Consigee and destination)
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7. LOCATION OF PROPERTY BLDG 522 A/FIELD FORT ORD, CA: 93941	8. SHIPPING INSTRUCTIONS
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9. ORDERING AGENCY APPROVAL	10. APPROPRIATION SYMBOL AND TITLE
A. SIGNATURE	B. DATE

C. TITLE	11. ALLOTMENT	12. GOVERNMENT B/L NO.
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13. PROPERTY ORDERED

GSA AND HOLDING AGENCY NOS. (a)	ITEM NO. (b)	DESCRIPTION (Include noun name, FSC Group and Class, Condition Code and if available, National Stock Number) (c)	UNIT (d)	QUANTITY (e)	ACQUISITION COST	
					UNIT (f)	TOTAL (g)
	1.	MODULAR UNIT COMB BOOKSHELF DESK DRW UNIT 30x16x72 7105-01-010-7787 x5349	EA	1	\$314.31	\$314.31
	2.	DESK F/TOP SGL PED RT GRAY 45x30 x30 1/2 7110-00-143-0830 X0918	EA	1	\$157.04	\$157.04
	3.	DESK F/TOP DBL PED STEEL GRAY 7110-00-143-0832 X0150	EA	10	\$486.72	\$4867.20
	4.	DESK TYPEWRITER PULLOUT IN L/PED	EA	1	\$345.00	\$345.00
		<u>TOTAL AMOUNT \$5,338.55</u>				

14. GSA APPROVAL	A. SIGNATURE 	B. TITLE THOMAS DeVILBISS, DIR, DOL	C. OATE 71-21-94
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FOR GSA USE ONLY	AGENCY AND LOCATION		FSC	CONDITION	SOURCE CODE
	AGENCY	STATE			

STANDARD FORM 122  
JUNE 1974  
GENERAL SERVICES  
ADMINISTRATION  
FPMR (41 CFR) 101-12.306  
FPMR (41 CFR) 101-43.315

TRANSFER ORDER PAGE 1 OF 3  
EXCESS PERSONAL PROPERTY

1. ORDER NO.  
2. DATE  
BRAC 86-94

3. TO: ~~GENERAL SERVICES ADMINISTRATION~~  
CITY OF MARINA

4. ORDERING AGENCY (Full name and address)

5. HOLDING AGENCY (Name and address) COMMANDER, FT. ORD  
ATTN: AFKZ-DL-SS-BRAC-PBO  
BILL REYNOLDS, PBO (408) 242-4254  
FORT ORD, CA. 93941

6. SHIP TO (Consignee and destination)

7. LOCATION OF PROPERTY  
BLDG 526 A/FIELD FORT ORD, CA. 93941

8. SHIPPING INSTRUCTIONS

9. ORDERING AGENCY APPROVAL  
A. SIGNATURE  
B. DATE


10. APPROPRIATION SYMBOL AND TITLE

C. TITLE

11. ALLOTMENT  
12. GOVERNMENT B/L NO.

13. PROPERTY ORDERED

GSA AND HOLDING AGENCY NOS. (a)	ITEM NO. (b)	DESCRIPTION (Include noun name, FSC Group and Class, Condition Code and, if available, National Stock Number) (c)	UNIT (d)	QUANTITY (e)	ACQUISITION COST	
					UNIT (f)	TOTAL (g)
	1.	BUILD PORTABLE SKID MTD 20x20 FT 5410-00-000-3614 D4767	EA	1	2420.96	2420.96
	2.	SOFA TWO SEAT ENGLISH OAK FINISH 7105-00-112-0142 X0142	EA	1	226.46	226.46
	3.	CHAIR STRAIGHT W/O ARMS BLACK 7105-01-Z91-6211 X0087	EA	45	89.44	4024.80
	4.	DESK FLAT TOP DBL PED STEEL GRAY 7110-00-143-0832 X0150	EA	4	486.72	1946.88
	5.	FIVE DWR SECT 42x30 CAB FOR MAPS & PLANS 7110-00-205-3181 X5318	EA	2	209.00	418.00
	6.	DESK TYPEWRITER PULLOUT L/PED 7110-00-270-9838 X0216	EA	4	129.01	516.04
	7.	DESK F/TOP DBL PED STEEL GRAY 60x34x30½ 7110-00-270-9840 X0217	EA	12	107.72	1292.64
	8.	DESK FLAT TOP SGL R/PED STEEL 45x34x30½ 7110-00-270-9842 X0218	EA	1	101.46	101.46
	9.	FILING CABINET CAP SIZE 5 DWR W/O BASE 7110-00-286-3796 X0017	EA	2	152.72	305.44
	10.	FILING CAB CAP SIZE 5 DWR W/O BASE W/O LOCK 7110-00-286-3797 X0231	EA	3	157.37	472.11

14. GSA APPROVAL  
A. SIGNATURE  


B. TITLE  
THOMAS DeVILBISS, DIR, DOL  
C. DATE  
11-21-94

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

STANDARD FORM 122  
JUNE 1974  
GENERAL SERVICES  
ADMINISTRATION  
FPMR (41 CFR) 101-32.306  
FPMR (41 CFR) 101-43.515

TRANSFER ORDER PAGE 2 OF 3  
EXCESS PERSONAL PROPERTY

1. ORDER NO.

2. DATE

BRAC 86-94

3. TO ~~GENERAL SERVICES ADMINISTRATION~~

CITY OF MARINA

4. ORDERING AGENCY (Full name and address)

5. HOLDING AGENCY (Name and address) COMMANDER, FT. ORD

ATTN: AFKZ-DL-SS-BRAC-PBO  
BILL REYNOLDS, PBO (408) 242-4254  
FORT ORD, CA. 93941

6. SHIP TO (Consignee and destination)

7. LOCATION OF PROPERTY

BLDG 526 A/FIELD FORT ORD, CA. 93941

8. SHIPPING INSTRUCTIONS

9. ORDERING AGENCY APPROVAL

A. SIGNATURE

B. DATE

10. APPROPRIATION SYMBOL AND TITLE

C. TITLE

11. ALLOTMENT

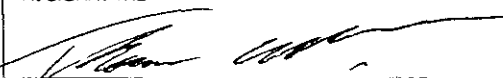
12. GOVERNMENT B/L NO.

13. PROPERTY ORDERED

GSA AND HOLDING AGENCY NOS. (a)	ITEM NO. (b)	DESCRIPTION (Include noun name, FSC Group and Class, Condition Code and, if available, National Stock Number) (c)	UNIT (d)	QUANTITY (e)	ACQUISITION COST	
					UNIT (f)	TOTAL (g)
	11.	FILING CAB LEGAL CAP 5 DWR 57 $\frac{1}{2}$ x18x28 BLK 7110-00-497-1783	EA	3	269.12	807.36
	12.	TOP SECT 42x30 FOR FILING CAB MAPS/PLANS 7110-00-634-1383 X5319	EA	1	30.50	30.50
	13.	CHAIR ROTARY EXEC ALUM W/ARMS TILTING SEAT ADJ GRAY COLOR 7110-00-753-5551 X0248	EA	4	169.00	676.00
	14.	CHAIR ROTARY EXEC ALUM W/ARMS LEATHER BLK 7110-00-952-7209 X0941	EA	4	164.75	659.00
	15.	DESK DBL PED WOOD 7110-01-259-6111 X3084	EA	2	218.71	437.42
	16.	CHAIR STRAIGHT W/ARMS BLACK FABIC WALNUT FRAME 7110-01-136-0384 X6229	EA	1	190.90	190.90
	17.	CHAIR MAROON W/O ARMS 7110-01-181-6466 X0580	EA	1	52.00	52.00
	18.	CHAIR DESK ROTARY LOW BACK W/ARM TILT, SEAT/BACK BLACK X3836	EA	6	130.65	783.90
	19.	SHELVING STORAGE/DISPLAY METAL 4 ADJ SHEL 7125-00-558-0011 X2070	EA	4	118.00	472.00

14. GSA APPROVAL

A. SIGNATURE



B. TITLE

THOMAS DeVILBISS, DIR, DOI.

C. DATE

11-21-94

FOR GSA

AGENCY AND LOCATION

AGENCY STATE

FSC

CONDITION

SOURCE CODE



STANDARD FORM 122  
 JUNE 1974  
 GENERAL SERVICES  
 ADMINISTRATION  
 FPMR (41 CFR) 101-32.306  
 FPMR (41 CFR) 101-32.315

TRANSFER ORDER PAGE 3 OF 3  
 EXCESS PERSONAL PROPERTY

1. ORDER NO.  
 2. DATE  
 BRAC 86-94

3. TO: ~~GENERAL SERVICES ADMINISTRATION~~  
 CITY OF MARINA

4. ORDERING AGENCY (Full name and address)\*

5. FROM: ORDERING AGENCY (Name and address)\*  
 COMMANDER, FT. ORD  
 ATTN: AFKZ-DL-SS-BRAC-PBO  
 BILL REYNOLDS, PBO (408) 242-4254  
 FORT ORD, CA. 93941

6. SHIP TO (Consignee and destination)\*

7. LOCATION OF PROPERTY  
 BLDG 526 A/FIELD FORT ORD, CA: 93941

8. SHIPPING INSTRUCTIONS

9. ORDERING AGENCY APPROVAL  
 A. SIGNATURE  
 B. DATE

10. APPROPRIATION SYMBOL AND TITLE

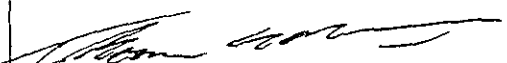
C. TITLE

11. ALLOTMENT

12. GOVERNMENT BAL. NO.

13. PROPERTY ORDERED

GSA AND HOLDING AGENCY NOS. (a)	ITEM NO. (b)	DESCRIPTION (Include noun name, FSC Group and Class, Condition Code and, if available, National Stock Number) (c)	UNIT (d)	QUANTITY (e)	ACQUISITION COST		
					UNIT (f)	TOTAL (g)	
	20.	CABINET STORAGE 6 SHELVES KNOCKDOWN CONST 78x36x18 7125-00-641-5436 X0286	EA	15	192.00	2880.00	
	21.	MAGNETIC BOARD FOLDING W/KEYLOCK 7460-01-256-5684	EA	2	270.83	541.66	
<u>TOTAL AMOUNT 19255.53</u>							

14. GSA APPROVAL  
 A. SIGNATURE  


B. TITLE  
 THOMAS DeVILBISS, DIR, DOL

C. DATE  
 11-21-94

FOR GSA AGENCY AND LOCATION FSC CONDITION SOURCE CODE

STANDARD FORM 122  
JUNE 1974  
GENERAL SERVICES  
ADMINISTRATION  
FPMR (41 CFR) 101-32.305  
FPMR (41 CFR) 101-33.315

## TRANSFER ORDER EXCESS PERSONAL PROPERTY

1. ORDER NO.

2. DATE

BRAC 81-94

3. TO: ~~GENERAL SERVICES ADMINISTRATION~~

CITY OF MARINA

4. ORDERING AGENCY (Full name and address)

5. HOLDING AGENCY (Name and address) COMMANDER, FT. ORD

ATTN: AFKZ-DL-SS-BRAC-PBO  
BILL REYNOLDS, PBO (408) 242-4254  
FORT ORD, CA. 93941

6. SHIP TO (Consignee and destination)

7. LOCATION OF PROPERTY

BLDG 529 A/FIELD FORT ORD, CA. 93941

8. SHIPPING INSTRUCTIONS

9. ORDERING AGENCY APPROVAL

A. SIGNATURE

B. DATE

10. APPROPRIATION SYMBOL AND TITLE

C. TITLE

11. ALLOTMENT

12. GOVERNMENT B/L NO.

13. PROPERTY ORDERED

GSA AND HOLDING AGENCY NOS. (a)	ITEM NO. (b)	DESCRIPTION <i>(Include noun name, FSC Group and Class, Condition Code and, if available, National Stock Number)</i> (c)	UNIT (d)	QUANTITY (e)	ACQUISITION COST		
					UNIT (f)	TOTAL (g)	
	1.	DISHWASHING MACHINE STEAM HEATED SN: XSM5049 7320-00-043-3491 D1405	EA	1	1857.47	1857.47	
	2.	PREFLUSHING MACHINE FOR REMOVING WASTE FOOD PARTICLES 7320-00-285-1736 A9281	EA	1	736.63	736.63	
<u>TOTAL AMOUNT \$2594.10</u>							

14.

GSA APPROVAL

A. SIGNATURE

B. TITLE

C. DATE

THOMAS DeVILBISS, DIR, DOL

11/21/94

AGENCY AND LOCATION

CONDITION SOURCE CODE

STANDARD FORM 122  
 JUNE 1974 -  
 GENERAL SERVICES  
 ADMINISTRATION  
 FPMR (41 CFR) 101-11.305  
 FPMR (41 CFR) 101-11.315

TRANSFER ORDER PAGE 1 OF 2  
 EXCESS PERSONAL PROPERTY

1. ORDER NO.  
 2. DATE  
 BRAC 85-94

3. TO: ~~GENERAL SERVICES ADMINISTRATION~~  
 CITY OF MARINA

4. ORD RING AG NCY (Full name and address)

5. HOLDING AGENCY (Name and address) COMMANDER, FT. ORD  
 ATTN: AFKZ-DL-SS-BRAC-PBO  
 BILL REYNOLDS, PBO (408) 242-4254  
 FORT ORD, CA. 93941

6. SHIP TO (Consignee and destination)

7. LOCATION OF PROPERTY  
 BLDG 531 A/FIELD FORT ORD, CA. 93941

8. SHIPPING INSTRUCTIONS

9. ORDERING AGENCY APPROVAL  
 A. SIGNATURE  
 B. DATE

10. APPROPRIATION SYMBOL AND TITLE

C. TITLE

11. ALLOTMENT

12. GOVERNMENT B/L NO.

13. PROPERTY ORDERED

GSA AND HOLDING AGENCY NOS. (a)	ITEM NO. (b)	DESCRIPTION (Include noun name, FSC Group and Class, Condition Code and, if available, National Stock Number) (c)	UNIT (d)	QUANTITY (e)	ACQUISITION COST	
					UNIT (f)	TOTAL (g)
	1.	TAPE STORAGE RACK 7045-01-259-1019 X7362	EA	6	334.21	2005.26
	2.	WORKSTATION MULTI LEVEL PUTTY COLOR 48" WRIGHTLINE 7045-01-291-6062 X4999	EA	1	345.31	345.31
	3.	CHAIR ROTARY W/ARMS ALUMINUM TWEED FABRIC BLUE/BLACK 7110--00-105-8230 X5736	EA	1	157.72	157.72
	4.	CHAIR ROTARY W/ARMS ALUMINUM TWEED FABRIC RED/BLACK 7110-00-105-9723 X5735	EA	1	157.72	157.72
	5.	TABLE OFFICE MTL FULL APRON W/CENTER DRAWER 60x30 BLACK 7110-00-113-0507 X0950	EA	1	102.00	102.00
	6.	FILING CABINET LETTER SIZE 4 DWR W/OLOCK 7110-00-267-1954	EA	1	201.66	201.66
	7.	FILING CABINET CAP SIZE 4 DWR W/O LOCK 7110-00-267-2784 X0014	EA	1	62.61	62.61
	8.	FILING CABINET LETTER SIZE 5 DWR W/PARACENTRIC LOCK 7110-00-286-3798 X0354	EA	1	136.10	136.10

14. GSA APPROVAL  
 A. SIGNATURE  


B. TITLE  
 THOMAS DeVILBISS, DIR, DOL

C. DATE  
 11/21/94

FOR GSA USE: AGENCY AND LOCATION (AGENCY STATE), FSC, CONDITION, SOURCE CODE

STANDARD FORM 122  
 JUNE 1974  
 GENERAL SERVICES  
 ADMINISTRATION  
 FPMR (41 CFR) 101-32.306  
 FPMR (41 CFR) 101-43.315

TRANSFER ORDER PAGE 2 OF 2  
 EXCESS PERSONAL PROPERTY

1. ORDER NO.

2. DATE

BRAC 85-94

3. TO: ~~GENERAL SERVICES ADMINISTRATION~~

CITY OF MARINA

4. ORDERING AGENCY (Full name and address)

5. HOLDING AGENCY (Name and address) COMMANDER, FT. ORD  
 ATTN: AFKZ-DL-SS-BRAC-PBO  
 BILL REYNOLDS, PBO (408) 242-4254  
 FORT ORD, CA. 93941

6. SHIP TO (Consignee and destination)

7. LOCATION OF PROPERTY

BLDG 531 A/FIELD FORT ORD, CA. 93941

8. SHIPPING INSTRUCTIONS

9. ORDERING AGENCY APPROVAL

10. APPROPRIATION SYMBOL AND TITLE

A. SIGNATURE

B. DATE

C. TITLE

11. ALLOTMENT

12. GOVERNMENT BA. NO.

13. PROPERTY ORDERED

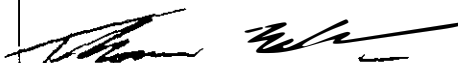
GSA AND HOLDING AGENCY NOS. (a)	ITEM NO. (b)	DESCRIPTION (Include noun name, PSC Group and Class, Condition Code and, if available, National Stock Number) (c)	UNIT (d)	QUANTITY (e)	ACQUISITION COST	
					UNIT (f)	TOTAL (g)
	9.	CHAIR ROTARY W/ARMS HIGH BACK TILT SEAT AND BACK ADJ SEAT 7110-00-597-7980 X0238	EA	1	106.79	106.79
	10.	BOOKCASE STEEL W/2 ADJ SHELVES 48" 7110-00-601-9822 X0241	EA	12	79.50	954.00
	11.	CHAIR ROTARY EXEC ALUM W/ARMS TILT SEAT ADJ GRAY 7110-00-753-5551 X0248	EA	3	169.00	507.00
	12.	DESK SGL PED WOOD WALNUT 30x62 7110-01-257-7213 X0127	EA	1	313.17	313.17
	13.	DESK CONTEMPORARY SGL PED RIGHT PARCHMENT 60x30x29½ 7110-01-015-1361 X0259	EA	4	262.00	1048.00
	14.	DESK ATTACHMENT PED L/HAND PARCHMENT 7110-01-016-6580 X0340	EA	4	166.92	667.68
	15.	DESK FLAT TOP DBL PED 7110-01-135-1995 X0265	EA	1	360.00	360.00
	16.	PARTITION FREESTANDING STRAIGHT BLUE 7195-00-118-8990	EA	6	101.48	608.88
		TOTAL AMOUNT \$7733.90				

14. A. SIGNATURE

B. TITLE

C. DATE

GSA APPROVAL



THOMAS DEVILBISS, DIR. DOL

11/21/94

AGENCY AND LOCATION

SOURCE

STANDARD FORM 122  
JUNE 1974  
GENERAL SERVICES  
ADMINISTRATION  
FPMR (41 CFR) 101-32.306  
FPMR (41 CFR) 101-33.315

TRANSFER ORDER  
EXCESS PERSONAL PROPERTY

1. ORDER NO.

2. DATE

BRAC 83-94

3. TO: ~~FEDERAL SERVICES ADMINISTRATION~~

4. ORDERING AGENCY (Full name and address)

CITY OF MARINA

5. HOLDING AGENCY (Name and address) COMMANDER, FT. ORD

6. SHIP TO (Consignee and destination)

ATTN: AFKZ-DL-SS-BRAC-PBO  
BILL REYNOLDS, PBO (408) 242-4254  
FORT ORD, CA. 93941

7. LOCATION OF PROPERTY

8. SHIPPING INSTRUCTIONS

BLDG 536 A/Field FORT ORD, CA. 93941

9. ORDERING AGENCY APPROVAL

10. APPROPRIATION SYMBOL AND TITLE

A. SIGNATURE

B. DATE

C. TITLE

11. ALLOTMENT

12. GOVERNMENT BA. NO.

13. PROPERTY ORDERED

GSA AND HOLDING AGENCY NOS. (a)	ITEM NO. (b)	DESCRIPTION (Include noun name, FSC Group and Class, Condition Code and, if available, National Stock Number) (c)	UNIT (d)	QUANTITY (e)	ACQUISITION COST	
					UNIT (f)	TOTAL (g)
	1.	TABLE OFF STL CENTER DWR GRAY W/ WHITE TOP 7110-00-143-0820 X0184	EA	6	\$93.00	\$558.00
	2.	TABLE OFF STL CENT DWR GRAY 7110-00-143-0822	EA	1	\$135.00	\$135.00
	3.	DESK F/TOP DBL PED STEEL GRAY 7110-00-143-0832 X0150	EA	5	\$486.72	\$2433.60
	4.	DESK TYPEWRITER PULLOUT IN L/PED 7110-00-143-0835 X0623	EA	2	\$345.00	\$690.00
	5.	DESK F/TOP SGL RT PED WOOD	EA	1	\$101.98	\$101.98
	6.	CHAIR DESK ROTARY W/O ARMS TUFTED ORG 7110-00-6-1-9030 X0166	EA	2	\$ 87.53	\$175.06
	7.	CHAIR DESK ROTARY HIGH BACK W/ARM TILT SEAT/BACK RED 7110-01-188-3949 X4750	EA	2	\$102.40	\$204.80
	8.	CHAIR DEST ROTARY LOW BACK W/ARM TILT SEAT /BACK RED 7110-01-188-3958 X0470	EA	4	\$ 82.94	\$331.76
TOTAL AMOUNT \$4,630.20						

14. A. SIGNATURE

B. TITLE

C. DATE

GSA APPROVAL

THOMAS DeVILBISS, DIR. DOL

11-21-94

FOR AGENCY AND LOCATION FSC CONDITION SOURCE CODE

STANDARD FORM 122  
 JUNE 1974  
 GENERAL SERVICES  
 ADMINISTRATION  
 FPMR (41 CFR) 101-32.306  
 FPMR (41 CFR) 101-43.315

**TRANSFER ORDER  
 EXCESS PERSONAL PROPERTY**

1. ORDER NO.  
  
 2. DATE  
 BRAC 82-94

3. TO: ~~GENERAL SERVICES ADMINISTRATION~~  
  
 CITY OF MARINA

4. ORDERING AGENCY (full name and address)

5. HOLDING AGENCY (Name and address) COMMANDER, FT. ORD  
 ATTN: AFKZ-DL-SS-BRAC-PBO  
 BILL REYNOLDS, PBO (408) 242-4254  
 FORT ORD, CA. 93941

6. SHIP TO (Consignee and destination)

7. LOCATION OF PROPERTY  
  
 BLDG 537 A/Field FORT ORD, CA: 93941

8. SHIPPING INSTRUCTIONS

9. ORDERING AGENCY APPROVAL  
 A. SIGNATURE  
 B. DATE

10. APPROPRIATION SYMBOL AND TITLE


C. TITLE

11. ALLOTMENT

12. GOVERNMENT B/L NO.

13. PROPERTY ORDERED

GSA AND HOLDING AGENCY NOS. (a)	ITEM NO. (b)	DESCRIPTION (Include noun name, FSC Group and Class, Condition Code and if available, National Stock Number) (c)	UNIT (d)	QUANTITY (e)	ACQUISITION COST	
					UNIT (f)	TOTAL (g)
	1.	TABLE OFFICE STL GRAY 36x24x30 1/2 7110-00-143-0820 X0184	EA	2	\$ 93.00	\$186.00
	2.	STAND OFFICE MACH W/1 DWR GRAY 7110-00-143-0825 X0187	EA	1	2.43	2.43
	3.	DESK F/TOP DBL PED STEEL GRAY 7110-00-143-0832 X0159	EA	6	486.72	2920.32
	4.	CHAIR ROTARY SECTY ORANGE 7110-00-149-2064 x0191	EA	1	76.39	76.39
	5.	BOOKCASE WOOD WALNUT DBL DOORS GLASS 7110-00-262-6697 X2187	EA	1	2.34	2.34
	6.	RACK DISPLAY BOOK WALNUT COLOR 7110-00-281-5689 X2993	EA	1	72.00	72.00
	7.	FILING CAB LEGAL 5 DRW BLACK 7110-00-497-1783 X0919	EA	2	269.00	538.24
	8.	CABINET KEY STL 95 KEYS CAP WALL MTD 7125-00-285-3049 x0282	EA	1	60.03	60.03
	9.	CABINET STORAGE 6 SHELVES KNOCKDOWN 7125-00-641-5436 X0286	EA	2	192.00	384.00
					TOTAL AMOUNT	\$4,241.75

14. A. SIGNATURE  


B. TITLE  
 THOMAS DeVILBISS, DIR, DOL  
 C. DATE  
 11-21-94

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

## **APPENDIX A**

### **Description of Property**

The Property will eventually consist of Parcels 1, 8 and 9. Conveyed at this time is only that portion of Parcel 1 that has all UXO and environmental response actions completed. EXHIBIT A of the Deed lists the subparcels that will not be transferred in Parcel 1 at this time. Drawings and legal descriptions of Parcels 1, 8 and 9 and subparcels A-J are attached.

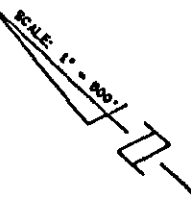
**PARCEL 1:** Parcel 1 consists of 835.716 acres located on the northern end of Fort Ord. It contains several buildings, aviation facilities and miscellaneous other facilities.

**PARCEL 8:** Parcel 8 consists of 0.272 acres located approximately 3200 feet southeast of the runway end. It is surrounded by property owned by the University of Santa Cruz and private property owners. It is the location of the middle marker navigation beacon. It contains one building on one antenna.

**PARCEL 9:** Parcel 9 consists of 0.27 acres located approximately 4.4 nautical miles southeast of the runway end. The building there has been removed in the process of cleanup of a leaking underground storage tank. The site was the location of the outer marker navigation beacon.

P.O.C.

SALINAS RIVER



P.O.B.

HAB1  
HABITAT AREA  
43.428 AC.

PARCEL A  
("UXB" AREA)

CL 20' S.S.E.

PARCEL H  
(L5.11-SITE 36)

BLANCO ROAD

MARINA  
PARCEL 1  
VOL. 19 SUR. MAPS PG.20

PARCEL D  
(L5.7-SITE 40)

PARCEL G  
(L5.10-SITE 34)

PARCEL I  
(L5.12-SITE 34)

PARCEL E  
(L5.8-SITE 40)

UCSC  
PARCEL 2  
VOL. 19 SUR. MAPS PG.20

PARCEL J  
(L5.13-SITE 34)

PARCEL F  
(L5.9-SITE 34)

EXHIBIT "A"

PARCEL B

PARCEL C

(18)

(1)

(7)

(8)

(12)

(13)

(11)

(14)

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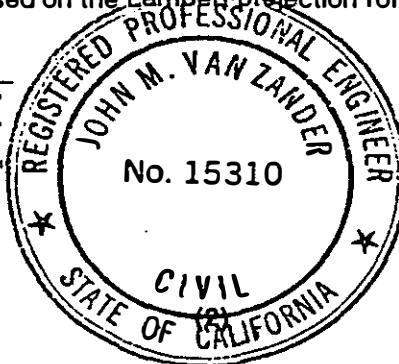
- (19) N. 23° 30' 24" W., 977.50 feet; thence
- (20) N. 00° 38' 38" E., 319.29 feet; thence
- (21) S. 61° 46' 50" W., 662.00 feet; thence
- (22) N. 26° 17' 38" W., 97.14 feet; thence
- (23) N. 24° 42' 21" W., 308.90 feet; thence
- (24) N. 12° 26' 02" E., 360.43 feet; thence
- (25) N. 03° 29' 30" E., 545.77 feet; thence
- (26) N. 18° 17' 20" E., 571.36 feet; thence
- (27) N. 21° 01' 37" E., 436.77 feet; thence
- (28) N. 07° 02' 07" E., 346.27 feet; thence
- (29) N. 01° 10' 53" E., 283.41 feet; thence
- (30) N. 02° 08' 50" E., 192.11 feet; thence
- (31) N. 02° 10' 50" E., 214.11 feet; thence
- (32) N. 05° 40' 38" E., 269.46 feet; thence
- (33) N. 17° 20' 59" E., 219.19 feet to the POINT OF BEGINNING.

Notes:

Basis of Bearings: The basis of bearings for this description is the grid bearing of N. 37° 05' 40" E. between California High Precision Geodetic Network (HPGN) control points "CA HPGN 05 13" and "941 3450 M tidal". The horizontal datum is the North American datum of 1983 (1992). The grid bearing is based on the Lambert projection for California State Plane Zone 4. The coordinates for the two control points were established by the California Department of Transportation (Caltrans) in conjunction with the National Geodetic Survey (NGS) in 1992. The bearings for this description were established using Global Positioning System (GPS) "Fast-Static Surveying techniques.

State Plane Coordinates: The coordinates listed are not State Plane coordinates. They are ground coordinates computed by scaling the State Plane Coordinates by a mean project combination factor of .999938023. To obtain grid distances, multiply the ground distances by the mean project combination factor. Ground coordinates were used so that computations would be compatible with existing record maps and deeds. However, no rotation was applied when the State Plane Coordinates were scaled. Therefore, the bearings in this description are grid bearings based on the Lambert projection for California State Plane Zone 4.

  
 JOHN M. VAN ZANDER  
 Registered Civil Engineer #15310  
 State of California  
 Expires: 31 March 1997



1 June 1994  
 W.O. 5443.03  
 RMN/caz.6431

**DESCRIPTION OF PARCEL 8 (0.272 ACRES)  
BEING A PORTION OF FORT ORD MILITARY RESERVATION  
IN MONTEREY CITY LANDS TRACT NO. 1  
AND RANCHO LAS SALINAS  
MONTEREY COUNTY, CALIFORNIA  
FOR THE CITY OF MARINA**

CERTAIN real property situate in Monterey City Lands Tract No. 1 and Rancho Las Salinas, County of Monterey, State of California, particularly described as follows:

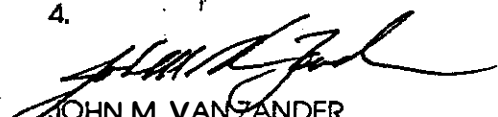
COMMENCING at a found 5' x 8' granite monument accepted as being the corner designated as "U.S. 35" at the north corner of that certain 15,609.5 acre tract conveyed by David Jacks Corporation to the United States of America by deed dated August 4, 1917 and recorded in volume 151 of Deeds at Page 140, Official Records of Monterey County, as said point of beginning being at coordinate Northing = 2136867.09687 and Easting = 5754384.09781; thence

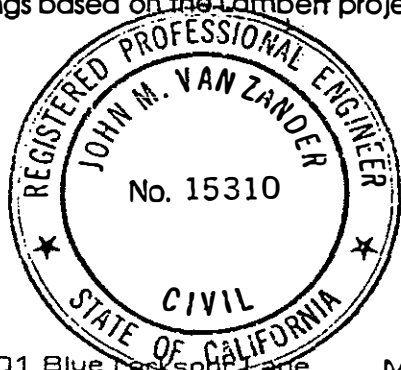
- (a) N. 19° 43' 36" E., 3642.89 feet to the TRUE POINT OF BEGINNING, being at coordinate Northing = 2140296.20111 and Easting = 5755613.69523; thence
- (1) N. 34° 13' 31" E., 99.00 feet; thence
- (2) S. 55° 46' 29" E., 60.00 feet; thence
- (3) S. 34° 13' 31" W., 147.43 feet; thence
- (4) N. 55° 45' 00" W., 78.50 feet; thence
- (5) N. 45° 12' 04" W., 46.58 feet; thence
- (6) N. 46° 40' 30" E., 51.00 feet; thence
- (7) S. 45° 12' 04" E., 54.22 feet to the TRUE POINT OF BEGINNING.

Notes:

Basis of Bearings: The basis of bearings for this description is the grid bearing of N. 37° 05' 40" E. between California High Precision Geodetic Network (HPGN) control points "CA HPGN 05 13" and "941 3450 M tidal". The horizontal datum is the North American datum of 1983 (1992). The grid bearing is based on the Lambert projection for California State Plane Zone 4. The coordinates for the two control points were established by the California Department of Transportation (Caltrans) in conjunction with the National Geodetic Survey (NGS) in 1992. The bearings for this description were established using Global Positioning System (GPS) Fast-Static Surveying techniques.

State Plane Coordinates: The coordinates listed are not State Plane coordinates. They are ground coordinates computed by scaling the State Plane Coordinates by a mean project combination factor of .999938023. To obtain grid distances, multiply the ground distances by the mean project combination factor. Ground coordinates were used so that computations would be compatible with existing record maps and deeds. However, no rotation was applied when the State Plane Coordinates were scaled. Therefore, the bearings in this description are grid bearings based on the Lambert projection for California State Plane Zone 4.

  
JOHN M. VAN ZANDER  
Registered Civil Engineer #15310  
State of California  
Expires: 31 March 1997



14 June 1994  
W. O. 5443.03  
RMN/lh.6471

Situate in the COUNTY OF MONTEREY, STATE OF CALIFORNIA, to-wit:

PARCEL 9

All that land in the Rancho Nacional, Monterey County, State of California, being more particularly described as follows:

Commencing, for reference, at Angle Point Number 53 of the Bureau of Land Management, Fort Ord Military Reservation Boundary Survey of 1958, which is marked with a standard B.L.M., iron post set 8 inches below the surface, stamped AP-53 ORD-MR, 1958, thence north  $34^{\circ} 21'$  east, 3728.56 feet, to a R.R. spike at the intersection of centerline runway extended and east edge of Farm Road, the true point of beginning.

THENCE, (1) S  $57^{\circ} 15'$  E., 32.0 feet;

THENCE, (2) N  $32^{\circ} 45'$  E., 62.0 feet;

THENCE, (3) S  $57^{\circ} 15'$  E., 78.0 feet;

THENCE, (4) S  $32^{\circ} 45'$  W., 125.0 feet;

THENCE, (5) N  $57^{\circ} 15'$  W., 113.3 feet;

THENCE, (6) N  $35^{\circ} 46'$  E., 63.1 feet more or less to the point of beginning.

The above described parcel contains 0.272 acres, more or less.

PARCEL 9-1

A Permanent Easement and Right-of-way for the purposes hereinafter stated, over and through, under, along and across, that certain parcel of land situated in the County of Monterey, State of California, and more particularly described as follows, to-wit:

A strip of land, 6 feet wide, located in Rancho Nacional in the County of Monterey, State of California, the centerline of said strip being located as follows:

Commencing, for reference, at Angle Point No. 53 of the Bureau of Land Management Boundary Survey of Fort Ord Military Reservation, said point being marked by a standard B.L.M. iron post set 8 inches below the surface and stamped A.P.-53, ORD-MR, 1958; thence, N  $35^{\circ} 56' 51''$  E, 3728.56 feet to a point, marked by a railroad spike, at the intersection of the airfield runway extended, and the Easterly line of a 20-foot road; thence, S  $55^{\circ} 39' 09''$  E, 32.0 feet; thence, N  $34^{\circ} 20' 51''$  E, 7.1 feet to the true point of beginning;

THENCE, (1) N  $6^{\circ} 00'$  E, 126.8 feet to an existing utility pole;

THENCE (2) N  $31^{\circ} 00'$  E, 121.5 feet to the point of termination and containing 0.03 acres, more or less.

# APPENDIX B

## PHASED TRANSFER

# APPENDIX C

## LISTING OF BUILDINGS AND FACILITIES TO BE TRANSFERRED

# APPENDIX D

## LISTING OF PERSONAL PROPERTY

City of Marina

Listing of Personal Property

1. Truck, Fire Fight: Aircraft Crash and Rescue  
(4210-00-484-5729) QTY = 1
2. Truck, Fire Fight: Powered Pumper, Fire Fighting  
(4210-01-025-4976) QTY = 1
3. Truck, Tank: Fuel Servicing 1200 Gallon 4x2 1900  
(2320-01-090-7802) QTY = 2
4. Machine, Calculating:  
(7420-01-174-5218) QTY = 10
5. Monitor, Zenith ZCM 1390  
(7025-01-Z91-4619) QTY = 2
6. Monitor, Zenith ZVM 1380  
(7025-01-232-9323) QTY = 18
7. Keyboard, Computer  
(7010-01-234-0853) QTY = 18
8. Keyboard, Computer  
(7010-01-232-9363) QTY = 2
9. Printer, Computer  
(7035-01-J02-3082) QTY = 20

STANDARD FORM 122  
JUNE 1974  
GENERAL SERVICES  
ADMINISTRATION  
FPMR (41 CFR) 101-23.06  
FPMR (41 CFR) 101-43.55

## TRANSFER ORDER EXCESS PERSONAL PROPERTY

1. ORDER NO.

2. DATE

-BRAC 80-94

3. TO: ~~FEDERAL SERVICES ADMINISTRATION~~  
  
CITY OF MARINA

4. ORDERING AGENCY (Full name and address)

5. HOLDING AGENCY (Name and address) COMMANDER, FT. ORD  
ATTN: AFKZ-DL-SS-BRAC-PBO  
BILL REYNOLDS, PBO (408) 242-4254  
FORT ORD, CA. 93941

6. SHIP TO (Consignee and destination)

7. LOCATION OF PROPERTY  
  
BLDG 515 A/FIELD FORT ORD, CA. 93941

8. SHIPPING INSTRUCTIONS

9. ORDERING AGENCY APPROVAL  
A. SIGNATURE  
B. DATE

10. APPROPRIATION SYMBOL AND TITLE

C. TITLE

11. ALLOTMENT

12. GOVERNMENT B/L NO.

13. PROPERTY ORDERED

GSA AND HOLDING AGENCY NOS. (a)	ITEM NO. (b)	DESCRIPTION <i>(Include noun name, FSC Group and Class, Condition Code and, if available, National Stock Number)</i> (c)	UNIT (d)	QUANTITY (e)	ACQUISITION COST	
					UNIT (f)	TOTAL (g)
	1.	REEFER 2-DR LEFT HAND 4110-00-903-6458	EA	1	368.50	368.50
	2.	METER FLD STRENGTH JERROLD MODEL 747 6625-01-058-6290	EA	1	528.84	528.84
	3.	TABLE OFFICE STEEL GRAY 36x24x30½ 7110-00-143-0820	EA	1	93.00	93.00
	4.	FILING CABINET CAP SIZE 4 DWR W/O LOCK 7110-00-267-2784	EA	1	62.61	62.61
	5.	DESK FLAT TOP DBL PED WALNUT 7110-01-148-2410	EA	3	337.86	1013.58
	6.	CABINET SML PARTS 24 DWR 48 DIVD GARY 7125-00-285-1767	EA	3	180.93	542.79
	7.	CABINET KEY WALL MTD 95 KEY CAP 7125-00-285-3049	EA	1	60.03	60.03
	8.	OVEN MICROWAVE SN#19270739 7310-00-364-1196	EA	1	723.34	723.34
	9.	CLEANER VAC ELEC HAND MODEL 7910-00-267-1206 D5083 SN#894349415	EA	1	171.10	171.10
	10.	CLEANER VAC ELEC VERTICAL TANK W/FLOOR HANDLE, HOSE 7910-00-550-9123	EA	1	55.00	55.10
TOTAL AMOUNT					\$3,618.89	

14. A. SIGNATURE  
GSA APPROVAL

B. TITLE  
THOMAS DeVILBISS, DIR, DOL

C. DATE  
11-21-94

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

Include ZIP Code



The following is a list of the names of the persons who were present at the meeting held on the 15th day of August, 1945, at the residence of the undersigned, at the address of 1234 Main Street, New York, New York.

The names of the persons present are as follows:

Mr. J. Edgar Hoover  
 Mr. E. A. Tamm  
 Mr. Clegg  
 Mr. Glavin  
 Mr. Ladd  
 Mr. Nichols  
 Mr. Rosen  
 Mr. Tracy  
 Mr. Carson  
 Mr. Egan  
 Mr. Gurnea  
 Mr. Hendon  
 Mr. Pennington  
 Mr. Quinn  
 Mr. Nease  
 Mr. Gandy

The undersigned, J. Edgar Hoover, Director of the Federal Bureau of Investigation, Department of Justice, hereby certifies that the above is a true and correct list of the persons who were present at the meeting held on the 15th day of August, 1945, at the residence of the undersigned, at the address of 1234 Main Street, New York, New York.

J. Edgar Hoover  
 Director

TRANSFER ORDER PAGE **3** OF **3**  
 EXCESS PERSONAL PROPERTY

1. ORDER NO.  
 2. DATE  
 BRAC **88-94**

3. TO: ~~GENERAL SERVICES ADMINISTRATION~~  
 CITY OF MARINA

4. ORDERING AGENCY (Full name and address)

5. HOLDING AGENCY (Name and address) COMMANDER, FT. ORD  
 ATTN: AFKZ-DL-SS-BRAC-PBO  
 BILL REYNOLDS, PBO (408) 242-4254  
 FORT ORD, CA. 93941

6. SHIP TO (Consumer and destination)

7. LOCATION OF PROPERTY  
 BLDG 518 A/FIELD FORT ORD. CA. 93941

8. SHIPPING INSTRUCTIONS

9. ORDERING AGENCY APPROVAL  
 A. SIGNATURE  
 B. DATE

10. APPROPRIATION SYMBOL AND TITLE

C. TITLE

11. ALLOTMENT

12. GOVERNMENT B/L NO.

13. PROPERTY ORDERED

GSA AND HOLDING AGENCY NOS. (a)	ITEM NO. (b)	DESCRIPTION (Include noun name, FSC Group and Class, Condition Code and, if available, National Stock Number) (c)	UNIT (d)	QUANTITY (e)	ACQUISITION COST	
					UNIT (f)	TOTAL (g)
	18.	DESK ATTACHMENT CLERICAL HEIGHT PEDESTAL LEFT HAND BLACK 7110-01-016-7148	EA	3	166.92	500.76
	19.	DESK FLAT TOP DBL PED STEEL GRAY 7110-01-135-1992	EA	1	201.60	201.60
	20.	CHAIR DESK ROTARY LOW BACK W/O ARM TILT SEAT/BACK DARK BLUE	EA	1	73.96	73.96
	21.	CHAIR ROTARY SECRETARIAL W/O ARM NONTILT SEAT DARK BLUE 7110-01-188-4427	EA	1	66.89	66.89
	22.	CABINET STORAGE 6 SHELVES KNOCKDOWN CONST 78H x 38W x 18D"	EA	1	192.00	192.00
		<u>TOTAL AMOUNT \$5,227.28</u>				

14. GSA APPROVAL  
 A. SIGNATURE  


B. TITLE  
 THOMAS DeVILBISS, DIR. DOL

C. DATE  
**11-27-94**

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

TRANSFER ORDER PAGE 2 OF 3  
EXCESS PERSONAL PROPERTY

1. ORDER NO.  
2. DATE  
BRAC 87-94

3. TO: ~~GENERAL SERVICES ADMINISTRATION~~  
CITY OF MARINA

4. ORDERING AGENCY (Full name and address)

5. HOLDING AGENCY (Name and address) COMMANDER, FT. ORD  
ATTN: AFKZ-DL-SS-BRAC-PBO  
BILL REYNOLDS, PBO (408) 242-4254  
FORT ORD, CA. 93941

6. SHIP TO (Consignee and destination)

7. LOCATION OF PROPERTY  
BLDG 521 A/FIELD FORT ORD, CA. 93941

8. SHIPPING INSTRUCTIONS

9. ORDERING AGENCY APPROVAL  
A. SIGNATURE  
B. DATE

10. APPROPRIATION SYMBOL AND TITLE

C. TITLE

11. ALLOTMENT

12. GOVERNMENT B/L NO.

13. PROPERTY ORDERED

GSA AND HOLDING AGENCY NOS. (a)	ITEM NO. (b)	DESCRIPTION (Include noun name, FSC Group and Class, Condition Code and, if available, National Stock Number) (c)	UNIT (d)	QUANTITY (e)	ACQUISITION COST	
					UNIT (f)	TOTAL (g)
	11.	BASE SECTION OUTSIDE DIA. 33x13x7 7110-00-262-6673 XQ447	EA	4	2.34	9.36
	12.	CHAIR ROTARY W/ARMS HALF BACK ADJ GRAY 7110-00-273-8793	EA	12	77.00	924.00
	13.	CHAIR ROTARY W/O ARMS TILTING SEAT AND BACK GRAY 7110-00-273-8795	EA	23	66.00	1518.00
	14.	FILING CABINET CAP SIZE 5 DWR W/O BASE 7110-00-286-3796 X0017	EA	2	152.72	305.44
	15.	FILING CABINET CAP SIZE 5 DWR W/O BASE W/O LOCK 18x28x57½	EA	1	157.37	157.37
	16.	TABLE OFFICE STEEL GRAY 1 DRAWER 24Wx36Lx30½H 7110-00-582-0982	EA	1	31.17	31.17
	17.	CHAIR DESK ROTARY HIGH BACK W/ARM TILT BACK SEAT DARK BLUE 7110-01-188-3953	EA	2	102.40	204.80
	18.	SHELVING STORAGE AND DISPLAY 6 SHELVES ADJ GRAY 87Hx36Wx18D 7125-00-559-6378	EA	4	82.00	328.00
	<del>19.</del>	<del>CABINET STORAGE 6 SHELVES WOODEN</del>				

14. A. SIGNATURE  


B. TITLE  
THOMAS DeVILBISS, DIR, DOL  
C. DATE  
11-21-94

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

STANDARD FORM 122  
 JUNE 1974  
 GENERAL SERVICES  
 ADMINISTRATION  
 FPMR (41 CFR) 101-32.306  
 FPMR (41 CFR) 101-32.305

**TRANSFER ORDER  
 EXCESS PERSONAL PROPERTY**

1. ORDER NO.  
  
 2. DATE  
 BRAC 84-94

3. TO: ~~GENERAL SERVICES ADMINISTRATION~~  
 CITY OF MARINA

4. ORDERING AGENCY (Full name and address)

5. HOLDING AGENCY (Name and address) COMMANDER, FT. ORD  
 ATTN: AFKZ-DL-SS-BR&C-PBO  
 BILL REYNOLDS, PBO (408) 242-4254  
 FORT ORD, CA. 93941

6. SHIP TO (Consignee and destination)

7. LOCATION OF PROPERTY  
 BLDG 522 A/FIELD FORT ORD. CA. 93941

8. SHIPPING INSTRUCTIONS

9. ORDERING AGENCY APPROVAL  
 A. SIGNATURE  
 B. DATE

10. APPROPRIATION SYMBOL AND TITLE

C. TITLE

11. ALLOTMENT

12. GOVERNMENT B/L NO.

13. **PROPERTY ORDERED**

GSA AND HOLDING AGENCY NOS. (a)	ITEM NO. (b)	DESCRIPTION (Include noun name, FSC Group and Class, Condition Code and, if available, National Stock Number) (c)	UNIT (d)	QUANTITY (e)	ACQUISITION COST	
					UNIT (f)	TOTAL (g)
	1.	MODULAR UNIT COMB BOOKSHELF DESK DRW UNIT 30x16x72 7105-01-010-7787 x5349	EA	1	\$314.31	\$314.31
	2.	DESK F/TOP SGL PED RT GRAY 45x30 x30% 7110-00-143-0830 X0918	EA	1	\$157.04	\$157.04
	3.	DESK F/TOP DBL PED STEEL GRAY 7110-00-143-0832 X0150	EA	10	\$486.72	\$4867.20
	4.	DESK TYPEWRITER PULLOUT IN L/PED	EA	1	\$345.00	\$345.00
		<u>TOTAL AMOUNT \$5,338.55</u>				

14. GSA APPROVAL  
 A. SIGNATURE 

B. TITLE THOMAS DeVILBISS, DIR. DOL  
 C. DATE 11-21-94

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

STANDARD FORM 122  
JUNE 1974  
GENERAL SERVICES  
ADMINISTRATION  
FPMR (41 CFR) 101-32.305  
FPMR (41 CFR) 101-43.315

TRANSFER ORDER PAGE 2 OF 3  
EXCESS PERSONAL PROPERTY

1. ORDER NO.

2. DATE

BRAC 86-94

3. TO GENERAL SERVICES ADMINISTRATION

CITY OF MARINA

4. ORDERING AGENCY (Full name and address)

5. HOLDING AGENCY (Name and address) COMMANDER, FT. ORD

ATTN: AFKZ-DL-SS-BRAC-PBO  
BILL REYNOLDS, PBO (408) 242-4254  
FORT ORD, CA. 93941

6. SHIP TO (Consignee and destination)

7. LOCATION OF PROPERTY

BLDG 526 A/FIELD FORT ORD, CA. 93941

8. SHIPPING INSTRUCTIONS

9. ORDERING AGENCY APPROVAL

A. SIGNATURE

B. DATE

10. APPROPRIATION SYMBOL AND TITLE

C. TITLE

11. ALLOTMENT

12. GOVERNMENT BAL. NO.

13. PROPERTY ORDERED

GSA AND HOLDING AGENCY NOS. (a)	ITEM NO. (b)	DESCRIPTION (Include noun name, FSC Group and Class, Condition Code and if available, National Stock Number) (c)	UNIT (d)	QUANTITY (e)	ACQUISITION COST	
					UNIT (f)	TOTAL (g)
	11.	FILING CAB LEGAL CAP 5 DWR 57 $\frac{1}{2}$ x18x28 BLK 7110-00-497-1783	EA	3	269.12	807.36
	12.	TOP SECT 42x30 FOR FILING CAB MAPS/PLANS 7110-00-634-1383 X5319	EA	1	30.50	30.50
	13.	CHAIR ROTARY EXEC ALUM W/ARMS TILTING SEAT ADJ GRAY COLOR 7110-00-753-5551 X0248	EA	4	169.00	676.00
	14.	CHAIR ROTARY EXEC ALUM W/ARMS LEATHER BLK 7110-00-952-7209 X0941	EA	4	164.75	659.00
	15.	DESK DBL PED WOOD 7110-01-259-6111 X3084	EA	2	218.71	437.42
	16.	CHAIR STRAIGHT W/ARMS BLACK FABIC WALNUT FRAME 7110-01-136-0384 X6229	EA	1	190.90	190.90
	17.	CHAIR MAROON W/O ARMS 7110-01-181-6466 X0580	EA	1	52.00	52.00
	18.	CHAIR DESK ROTARY LOW BACK W/ARM TILT, SEAT/BACK BLACK X3836	EA	6	130.65	783.90
	19.	SHELVING STORAGE/DISPLAY METAL 4 ADJ SHEL 7125-00-558-0011 X2070	EA	4	118.00	472.00

14. GSA APPROVAL

A. SIGNATURE

B. TITLE

C. DATE

THOMAS DeVILBISS, DIR, DOJ

11-21-94

FOR AGENCY AND LOCATION FSC COMOMON SOURCE CODE

STANDARD FORM 122  
 JUNE 1974  
 GENERAL SERVICES  
 ADMINISTRATION  
 FPMR (41 CFR) 101-32.705  
 FPMR (41 CFR) 101-32.715

**TRANSFER ORDER  
 EXCESS PERSONAL PROPERTY**

1. ORDER NO.  
 2. DATE  
 BRAC 81-94

3. TO: ~~GENERAL SERVICES ADMINISTRATION~~  
 CITY OF MARINA

4. ORDERING AGENCY (Full name and address)

5. HOLDING AGENCY (Name and address) COMMANDER, FT. ORD  
 ATTN: AFKZ-DL-SS-BRAC-PBO  
 BILL REYNOLDS, PBO (408) 242-4254  
 FORT ORD, CA. 93941

6. SHIP TO (Consumer and destination)

7. LOCATION OF PROPERTY  
 BLDG 529 A/FIELD FORT ORD, CA. 93941

8. SHIPPING INSTRUCTIONS

9. ORDERING AGENCY APPROVAL  
 A. SIGNATURE B. DATE

10. APPROPRIATION SYMBOL AND TITLE

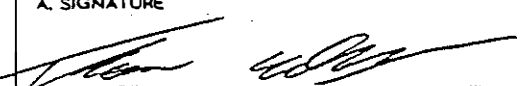
C. TITLE

11. ALLOTMENT

12. GOVERNMENT B/L NO.

13. PROPERTY ORDERED

GSA AND HOLDING AGENCY NOS. (a)	ITEM NO. (b)	DESCRIPTION (Include noun name, FSC Group and Class, Condition Code and, if available, National Stock Number) (c)	UNIT (d)	QUANTITY (e)	ACQUISITION COST	
					UNIT (f)	TOTAL (g)
	1.	DISHWASHING MACHINE STEAM HEATED SN: XSM5049 7320-00-043-3491 D1405	EA	1	1857.47	1857.47
	2.	PREFLUSHING MACHINE FOR REMOVING WASTE FOOD PARTICLES 7320-00-285-1736 A9281	EA	1	736.63	736.63
<u>TOTAL AMOUNT \$2594.10</u>						

14. GSA APPROVAL  
 A. SIGNATURE  


B. TITLE  
 THOMAS DeVILBISS, DIR, DOL

C. DATE  
 11/21/94

FOR GSA USE: AGENCY AND LOCATION, AGENCY STATE, FSC, CONDITION, SOURCE CODE

STANDARD FORM 122  
JUNE 1974  
GENERAL SERVICES  
ADMINISTRATION  
FPMR (41 CFR) 101-32.306  
FPMR (41 CFR) 101-11.515

TRANSFER ORDER PAGE 2 OF 2  
EXCESS PERSONAL PROPERTY

1. ORDER NO.

2. DATE

BRAC 85-94

3. TO: ~~GENERAL SERVICES ADMINISTRATION~~

4. ORDERING AGENCY (Full name and address)

CITY OF MARINA

5. HOLDING AGENCY (Name and address) COMMANDER, FT. ORD

6. SHIP TO (Consignee and destination)

ATTN: AFKZ-DL-SS-3RAC-PBO  
BILL REYNOLDS, PBO (408) 242-4254  
FORT ORD, CA. 93941

7. LOCATION OF PROPERTY

8. SHIPPING INSTRUCTIONS

BLDG 531 A/FIELD FORT ORD, CA. 93941

9. ORDERING AGENCY APPROVAL

10. APPROPRIATION SYMBOL AND TITLE

A. SIGNATURE

B. DATE

C. TITLE

11. ALLOTMENT

12. GOVERNMENT B/L NO.

13. PROPERTY ORDERED

GSA AND HOLDING AGENCY NOS. (a)	ITEM NO. (b)	DESCRIPTION (Include noun name, FSC Group and Class, Condition Code and, if available, National Stock Number) (c)	UNIT (d)	QUANTITY (e)	ACQUISITION COST	
					UNIT (f)	TOTAL (g)
	9.	CHAIR ROTARY W/ARMS HIGH BACK TILT SEAT AND BACK ADJ SEAT 7110-00-597-7980 X0238	EA	1	106.79	106.79
	10.	BOOKCASE STEEL W/2 ADJ SHELVES 48" 7110-00-601-9822 X0241	EA	12	79.50	954.00
	11.	CHAIR ROTARY EXEC ALUM W/ARMS TILT SEAT ADJ GRAY 7110-00-753-5551 X0248	EA	3	169.00	507.00
	12.	DESK SGL PED WOOD WALNUT 30x62 7110-01-257-7213 X0127	EA	1	313.17	313.17
	13.	DESK CONTEMPORARY SGL PED RIGHT PARCHMENT 60x30x29½ 7110-01-015-1361 X0259	EA	4	262.00	1048.00
	14.	DESK ATTACHMENT PED L/HAND PARCHMENT 7110-01-016-6580 X0340	EA	4	166.92	667.68
	15.	DESK FLAT TOP DBL PED 7110-01-135-1995 X0265	EA	1	360.00	360.00
	16.	PARTITION FREESTANDING STRAIGHT BLUE 7195-00-118-8990	EA	6	101.48	608.88
TOTAL AMOUNT \$7733.90						

14. GSA APPROVAL

A. SIGNATURE

B. TITLE

C. DATE

THOMAS DEVILBISS, DIR. DOL

11/21/94

FOR GSA AGENCY AND LOCATION AGENCY STATE FSC CONDITION SOURCE COOP

STANDARD FORM 122 JUNE 1974 GENERAL SERVICES ADMINISTRATION FPMR (41 CFR) 101-22.306 FPMR (41 CFR) 101-11.705	<b>TRANSFER ORDER EXCESS PERSONAL PROPERTY</b>	1. ORDER NO.
		2. DATE BRAC 82-94

3. TO: <del>GENERAL SERVICES ADMINISTRATION</del>  CITY OF MARINA	4. ORDERING AGENCY (Full name and address)
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5. HOLDING AGENCY (Name and address) COMMANDER, FT. ORD ATTN: AFKZ-DL-SS-BRAC-PBO BILL REYNOLDS, PBO (408) 242-4254 FORT ORD, CA. 93941	6. SHIP TO (Consignee and destination)
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7. LOCATION OF PROPERTY  BLDG 537 A/Field FORT ORD, CA. 93941	8. SHIPPING INSTRUCTIONS
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9. ORDERING AGENCY APPROVAL		10. APPROPRIATION SYMBOL AND TITLE
A. SIGNATURE	B. DATE	
C. TITLE		

11. ALLOTMENT	12. GOVERNMENT S/L NO.
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13. PROPERTY ORDERED

GSA AND HOLDING AGENCY NOS. (a)	ITEM NO. (b)	DESCRIPTION (Include noun name, FSC Group and Class, Condition Code and if available, National Stock Number) (c)	UNIT (d)	QUANTITY (e)	ACQUISITION COST	
					UNIT (f)	TOTAL (g)
	1.	TABLE OFFICE STL GRAY 36x24x30 1/2 7110-00-143-0820 X0184	EA	2	\$ 93.00	\$186.00
	2.	STAND OFFICE MACH W/1 DWR GRAY 7110-00-143-0825 X0187	EA	1	2.43	2.43
	3.	DESK F/TOP DBL PED STEEL GRAY 7110-00-143-0832 X0159	EA	6	486.72	2920.32
	4.	CHAIR ROTARY SECTY ORANGE 7110-00-149-2064 x0191	EA	1	76.39	76.39
	5.	BOOKCASE WOOD WALNUT OBL DOORS GLASS 7110-00-262-6697 X2187	EA	1	2.34	2.34
	6.	RACK DISPLAY BOOK WALNUT COLOR 7110-00-281-5689 X2993	EA	1	72.00	72.00
	7.	FILING CAB LEGAL 5 DRW BLACK 7110-00-497-1783 X0919	EA	2	269.00	538.24
	8.	CABINET KEY STL 95 KEYS CAP WALL MTD 7125-00--285-3049 x0282	EA	1	60.03	60.03
	9.	CABINET STORAGE 6 SHELVES KNOCKDOWN 7125-00-641-5436 X0286	EA	2	192.00	384.00
TOTAL AMOUNT					\$4,241.75	

14. GSA APPROVAL	A. SIGNATURE 	B. TITLE THOMAS DeVILBISS, DIR, DOL	C. DATE 11-21-94
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FOR GSA USE ONLY	AGENCY AND LOCATION	FSC	CONDITION	SOURCE CODE
	AGENCY STATE			



# APPENDIX E

## SAMPLE UTILITY CONTRACTS

**CONTRACT FOR SALE OF UTILITIES SERVICES**

For use of this form, see AR 420-41.  
The proponent agency is the Office of the Chief of Engineers.

Contract No. \_\_\_\_\_  
Estimated Annual  
Cost to Purchaser \$ \_\_\_\_\_

THIS CONTRACT, entered into this \_\_\_\_\_ day of  
\_\_\_\_\_ 19 \_\_\_\_ by and between the **UNITED STATES  
OF AMERICA** (*hereinafter called "Government"*) represented by the Utilities  
Services/Sales Officer executing this contract and

\_\_\_\_\_  
*(Hereinafter called the "Purchaser")*

**WITNESSETH THAT:**

**WHEREAS**, the Government has established an \_\_\_\_\_

near \_\_\_\_\_

known as \_\_\_\_\_

and owns, maintains and operates facilities for the furnishing of

\_\_\_\_\_

services; and

**WHEREAS**, the Purchaser desires to obtain \_\_\_\_\_

services from the Government, as required for \_\_\_\_\_

and which cannot be readily obtained from any other source; and

**WHEREAS**, construction of facilities in connection with the sale of such services to the Purchaser will not hinder the construction of public or private utility services facilities of a like nature;

**WHEREAS, PURSUANT TO 10 U.S.C. 2481** the Government is authorized to sell utilities services required by the Purchaser;

**NOW, THEREFORE**, in consideration of the premises and the mutual agreement herein contained, to be performed by the parties hereto respectively, it is agreed as follows:

## GENERAL PROVISIONS

1. **SERVICES TO BE RENDERED.** From and after the effective date of this contract, the Government will furnish, subject to the limitations hereinafter provided, and the Purchaser will receive and pay for such utilities services as described in Special Provisions

---

attached hereto and made a part hereof.

2. **PAYMENTS.** For and in consideration of the performance of the stipulations of this contract, the Purchaser shall pay the Government for services herein contracted for, at the rates and under the terms and conditions set forth in attached Special Provisions.

3. **USE OF SERVICE.** The Government, by reason of this contract, is not obligated to permanently supply the Purchaser with utilities services. The services described herein are temporarily supplied as an accommodation to Purchaser as the Government services are presently available, services are not otherwise readily obtainable by the Purchaser, and the furnishing of such services under the existing conditions is deemed to be in the public interest. Purchaser's use of such services is limited to such time as services can be supplied by the Government as surplus to its own needs, the Government has facilities and personnel available to supply the services and the services aren't readily available to the Purchaser from another source. Purchaser shall use the services provided herein in such manner as not to in any way disrupt or interfere with the requirements of the Government or any other Purchaser that may be served by the Government. Such services shall be for use by Purchaser and shall not be purchased for resale.

4. **RATES AND CHARGES.** The rates for services to be charged the Purchaser located on an installation shall be the cost to the Government of supplying the services (Rate B), including operation and maintenance costs, losses, capital and administrative overhead charges. The rates for services to be charged the Purchaser located off of an installation shall be the local prevailing rates (LPR), if any, for similar services, provided that the rates shall at all times produce a revenue which is not less than the cost to the Government of supplying the services (Rate B), including operation and maintenance costs, losses, capital and administrative overhead charges.

5. **CHANGE OF RATES.** If during the life of this contract there should be an appreciable change in the cost to the Government or in the applicable local prevailing rates, the contract rates set forth herein will be adjusted as required to conform therewith and the Government agrees to furnish, subject to the conditions set forth herein, and the Purchaser agrees to take and pay for, such services at the adjusted rates from and after the date when such adjusted rates are made effective. The rates and charges applicable to the service or services contemplated herein will be reviewed annually, or more often if necessary, in compliance with the above requirements.

6. **LIABILITY.** The Purchaser shall hold and save the Government, its officers, agents and employees, harmless from liability of any kind, for or on account of any claim or action that may be asserted in connection with the services furnished under this contract. The Government will not be held liable for failure to provide continuous service and will not guarantee quality or quantity of service to be supplied nor will the Government be made liable for termination of services.

7. **TERMINATION.** Services under this contract may be terminated by either party by written notice not less than thirty days in advance of the effective date of termination, provided that in the event of a national emergency proclaimed by the President,  the Government may terminate this contract immediately without such advance notice. It is further mutually agreed that this contract will be terminated at such time as:

- a. The services contemplated herein become readily available from another source, or
- b. The installation furnishing said services becomes inactive, or
- c. The Government no longer has facilities and/or personnel available to supply the services, or
- d. The Government can no longer supply such services as surplus to its own needs.

8. **RECAPTURE.** In the event this contract is terminated in accordance with the terms hereof, the Government shall have the right to recapture immediately any utility facility it may have furnished in connection with the sale of any utility service to the Purchaser.

9. **FACILITIES TO BE PROVIDED.** The Government shall not be obligated in any way for the cost of making connections for Purchaser's services. Purchaser shall, at Purchaser's expense, install, maintain and operate all new facilities required for obtaining services, including suitable metering and regulating equipment and service connections to Government's utility systems. Plans for all such facilities shall be subject to the approval of the Utilities Services/Sales Officer and the installation of such facilities shall be subject to his/her supervision.

10. **LICENSE FOR FACILITIES.** The Government hereby grants to the Purchaser a license to enter upon and use a site or sites to be agreed upon between the parties hereto upon which the Purchaser shall install, operate and maintain the Purchaser's new facilities to be located on Government property for obtaining services; and such license shall continue in effect until termination of this contract. Facilities installed by the Purchaser on a Government installation will be removed promptly at the expense of the Purchaser upon termination of the services contemplated herein. Government land and facilities will be restored to their original condition at the expense of the Purchaser. If the Purchaser fails to so remove such facilities within ninety (90) days, they will be deemed to be abandoned and become Government property.

11. **OFFICIALS NOT TO BENEFIT.** No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

12. **COVENANT AGAINST CONTINGENT FEES.** The Purchaser warrants that no person or selling agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

"Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influences or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

### 13. DISPUTES.

a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) (the Act).

b. Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a certain sum, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Purchaser seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified as required by subparagraph d.(1) below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d. A claim by the Purchaser shall be made in writing and submitted to the Utilities Services/Sales Officer for a written decision. A claim by the Government against the Purchaser shall be subject to a written decision by the Utilities Services/Sales Officer.

(1) For Purchaser claims exceeding \$50,000, the Purchaser shall submit with the claim a certification that:

(a) The claim is made in good faith.

(b) Supporting data are accurate and complete to the best of the Purchaser's knowledge and belief.

(c) The amount requested accurately reflects the contract adjustment for which the Purchaser believes the Government is liable.

(2) Certification.

(a) If the Purchaser is an individual, the certification shall be executed by that individual.

(b) If the Purchaser is not an individual, the certification shall be executed by:

1 A senior company official in charge at the Purchaser's plant or location involved; or

2 An officer or general partner of the Purchaser having overall responsibility for the conduct of the Purchaser's affairs.

e. For Purchaser claims \$50,000 or less, the Utilities Services/Sales Officer must, if requested in writing by the Purchaser, render a decision within 60 days of the request. For Purchaser-certified claims over \$50,000, the Utilities Services/ Sales Officer must, within 60 days decide the claim or notify the Purchaser of the date by which the decision will be made.

f. The Utilities Services/Sales Officer's decision shall be final unless the Purchaser appeals or files a suit as provided in the Act.

g. The Government shall pay interest on the amount found due and unpaid from:

(1) The date the Utilities Services/Sales Officer receives the claim (properly certified if required), or

(2) The date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Utilities Services/Sales Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

h. The Purchaser shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Utilities Services/Sales Officer.

14. **DEFINITIONS.** As used throughout this contract, the following terms shall have the meanings set forth below:

a. The term "Secretary" means the Secretary, the Under Secretary, or any Assistant Secretary of the Department and the head of the Federal agency; and the term "his duly authorized representative" means any person or persons or board (other than the Utilities Services/Sales Officer) authorized to act for the Secretary.

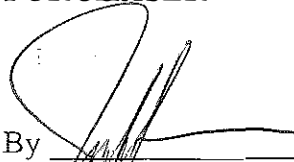
b. The term "Utilities Services/Sales Officer" means the person executing this contract on behalf of the Government, and any other officer or civilian employee who is a properly designated Utilities Services/Sales Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Utilities Services/Sales Officer acting within the limits of his/her authority.

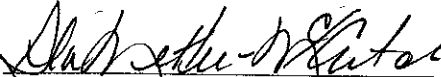
**IN WITNESS WHEREOF**, the parties hereto have executed this contract as of the day and year first above written.



**PURCHASER**

**THE UNITED STATES OF AMERICA**

X By   
(Signature of Purchaser's  
Official)

By   
(Signature of Utilities  
Services/Sales Officer)

JAMES L. VOCELKA  
(Name of Purchaser's Official)

ILA METTEE-McCUTCHON  
(Name of Utilities Services/  
Sales Officer)

MAYOR  
(Purchaser's Official Title)

COLONEL, US ARMY  
BARRISON COMMANDER  
(Officer's Title)

211 HILLCREST AVE  
(Purchaser's Address)

AT2P-GC  
(Officer's Address)

MARINA CA 93933

PRESIDIO OF MONTEREY,  
CA 93944

**WITNESS AS TO SIGNATURE OF PURCHASER**

  
(Signature of Witness)

JOY P. JUNSAY  
(Name of Witness) CITY CLERK

211 HILLCREST AVE  
(Witness' Address)

MARINA CA 93933

Attached to and made  
a part of Contract No. \_\_\_\_\_

**SPECIAL PROVISIONS A(S)  
ELECTRIC SERVICE**

For use of this form, see AR 420-41  
The proponent agency is the Office of the Chief of Engineers.

**1. ESTIMATED SERVICE REQUIREMENTS.**

Estimated maximum demand \_\_\_\_\_ Kw

Estimated annual consumption \_\_\_\_\_ Kwh

(The parties hereto are not obligated to deliver or  
receive, nor are they restricted to, the above amounts.)

**2. POINT OF DELIVERY.** The point of delivery of service shall be:

\_\_\_\_\_

**3. DESCRIPTION OF ELECTRIC SERVICE.** The Government will supply  
\_\_\_\_\_ phase, \_\_\_\_\_ wire,  
\_\_\_\_\_ cycle, alternating current at  
\_\_\_\_\_ volts.

**4. RATES.** The rates to be charged the Purchaser by the Government for the electric service described  
herein, are as follows:

Attached to and made  
a part of Contract No. \_\_\_\_\_

**SPECIAL PROVISIONS A(S)**  
**ELECTRIC SERVICE**  
(Continued)

5. **METERING AND BILLING.** Service will be measured at \_\_\_\_\_  
volts by \_\_\_\_\_ watt-hour meter(s) and  
\_\_\_\_\_ demand meter(s) to be furnished, installed and  
maintained by the Purchaser. The meter(s) will be read by the Utilities Services/Sales Officer, or his or  
her authorized representative, and bills will be rendered monthly to the Purchaser by the Government. All  
such bills will be due and payable 15 days after receipt thereof by the Purchaser.

6. **ALTERATIONS AND ADDITIONS:**

Attached to and made  
a part of Contract No. \_\_\_\_\_

**SPECIAL PROVISIONS B(S)  
GAS SERVICE**

For use of this form, see AR 420-41  
The proponent agency is the Office of the Chief of Engineers

**1. ESTIMATED REQUIREMENTS.**

Estimated maximum demand \_\_\_\_\_ Mcf per hour

Estimated annual consumption \_\_\_\_\_ Mcf

(The parties hereto are not obligated to deliver or  
receive, nor are they restricted to, the above amounts.)

**2. POINT OF DELIVERY.** The point of delivery of gas shall be the point of connection with  
government's gas main located at

\_\_\_\_\_

**3. QUALITY OF GAS.** The Government is supplied with (natural) (manufactured) gas by

\_\_\_\_\_

\_\_\_\_\_

and will supply the Purchaser with gas of similar characteristics as the gas received by the Government.

**4. RATES.** The rates to be charged the Purchaser by the Government for the gas service described herein,  
are as follows:

Attached to and made  
a part of Contract No. \_\_\_\_\_

**SPECIAL PROVISIONS B(S)**  
**GAS SERVICE**  
(Continued)

Adjustments, if any, made by Government's supplier in the price of the gas received by Government, because of variation in heat content, will be proportionately applied to the above rate schedule.

5. **UNIT OF MEASURE.** The method of determining the volume of gas in cubic feet, or the quantity of heat units in therms, delivered to the Purchaser by the Government, shall be the same as that used to determine the amount of cubic feet or therms delivered to the Government by its supplier.

6. **METERING AND BILLING.** Gas will be measured by \_\_\_\_\_ (displacement) (orifice) meter(s) to be furnished, installed and maintained by the Purchaser. The meter(s) will be read by the Utilities Services/Sales Officer, or his or her authorized representative, and bills will be rendered monthly to the Purchaser by the Government. All such bills will be due and payable 15 days after receipt thereof by the Purchaser.

7. **ALTERATIONS AND ADDITIONS:**

Attached to and made  
a part of Contract No. \_\_\_\_\_

**SPECIAL PROVISIONS C(S)  
WATER SERVICE**

For use of this form, see AR 420-41  
The proponent agency is the Office of the Chief of Engineers

**1. ESTIMATED REQUIREMENTS.**

Estimated maximum Demand \_\_\_\_\_

Estimated annual consumption \_\_\_\_\_

(The parties hereto are not obligated to deliver or  
receive, nor are they restricted to, the above amounts.)

**2. POINT OF DELIVERY.** The point of delivery of water shall be the point of connection with the  
Government's water main located at:

\_\_\_\_\_

**3. QUALITY OF WATER.** The Government will supply the same quality of potable water as supplied  
to \_\_\_\_\_

\_\_\_\_\_ by means of its water system located at the said  
\_\_\_\_\_  
\_\_\_\_\_

**4. RATES.** The rates to be charged the Purchaser by the Government for the water service described  
herein, are as follows:

Attached to and made  
a part of Contract No. \_\_\_\_\_

**SPECIAL PROVISIONS C(S)**  
**WATER SERVICE**  
(Continued)

5. **METERING AND BILLING.** Water will be measured by \_\_\_\_\_ inch meter(s) to be furnished, installed and maintained by the Purchaser. The meter(s) will be read by the Utilities Services/Sales Officer, or his or her authorized representative, and bills will be rendered monthly to the Purchaser by the Government. All such bills will be due and payable 15 days after receipt thereof by the Purchaser.

6. **ALTERATIONS AND ADDITIONS:**

Attached to and made  
a part of Contract No. \_\_\_\_\_

**SPECIAL PROVISIONS D(S)  
SEWAGE SERVICE**

For use of this form, see AR 420-41  
The proponent agency is the Office of the Chief of Engineers

**1. ESTIMATED REQUIREMENTS.**

Estimated annual volume \_\_\_\_\_

(The parties hereto are not obligated to deliver or  
receive, nor are they restricted to, the above amounts.)

**2. POINT OF DELIVERY.** The sewage shall be delivered to the Government by the Purchaser at

---

**3. SERVICES TO BE RENDERED.** The sewage to be received, carried and disposed hereunder shall be such as is customarily received at the Government's disposal plant, and shall not contain any material which would cast an unusual burden upon the said sewage disposal plant or interfere with the operation of the Government's sewage system.

**4. RATES.** The rates to be charged the Purchaser by the Government for the sewage service described herein, are as follows:



Attached to and made  
a part of Contract No. \_\_\_\_\_

**SPECIAL PROVISIONS D(S)**  
**SEWAGE SERVICE**  
(Continued)

**5. METERING AND BILLING.**

(Note: Either one of the provisions mentioned in  
subparagraphs a. or b. below may be used, whichever  
is applicable.)

a. The sewage received by the Government will be measured by a  
\_\_\_\_\_ type meter to be furnished, installed, and maintained  
by the Purchaser.

b. The quantity of sewage received by the Government will be taken as  
\_\_\_\_\_ percent of the metered quantity of water used by the  
Purchaser.

The meter(s) will be read by the Utilities Services/Sales Officer, or his or her authorized representative, and  
bills will be rendered monthly to the Purchaser by the Government. All such bills will be due and payable  
15 days after receipt thereof by the Purchaser.

**6. ALTERATIONS AND ADDITIONS:**

# APPENDIX A

## DESCRIPTION OF PROPERTY

13. **UNEXPLODED ORDNANCE.** An initial archives search indicated that there was no history of ordnance activity being on the Property, although a map was later found indicating that there had been a rifle grenade range located on the northern portion of the Property. The range area will be retained by the Government until all corrective actions, for which it is liable under applicable law, have been completed. Other areas of Fort Ord have been used in the past for ordnance training and testing. Reuse of these areas may be restricted due to the presence of ordnance materials. Should the City discover any such material on the premises, it shall not attempt to remove or destroy it as it might be dangerous, but shall notify the local Police Department and the Directorate of Law Enforcement at the Presidio of Monterey and competent U.S. Army Explosive Ordnance personnel will promptly be dispatched to dispose of the material properly at no expense to the City.

14. **PROPERTY SECURITY.** Following conveyance of the Property to the City, (a) the City shall assume the responsibility for security and fire protection for the Property, and the Government shall have no obligation to provide such services, (b) the City shall assume responsibility for ownership of all personal property, and (c) the City shall assume responsibility for maintaining Fritzsche Field's perimeter security fence and gates on areas owned by the City.

15. **ACCESS TO THE PROPERTY.** Prior to conveyance of the property to the City, the City will meet with the Government and the University of California (UC) representatives and come to written agreement and plan on access to Fritzsche Field to include gate guards (if any), locks on gates, gate locations, any additional fencing required and also access by individuals not with the government, UC or the City, such as individuals or organizations holding or possessing various outgrants (see EXHIBIT "B" of the Deed). The City will have reasonable access and use of the contaminated areas in the City's portion of Fritzsche Field that have not yet been transferred to the City (excluding the UXO area) except when access must be restricted during remediation work. The City will have access to areas and structures when necessary for their operation of Fritzsche Field and maintenance of facilities, such as the beacon on top the water tank (facility number 506) and other such facilities.

16. **EXISTING WELLS.** There are numerous water supply wells, test wells or holes, monitoring wells, observations wells, extraction wells and other type wells located on the Property or adjacent to the Property. There are at least 12 wells at present on the site. Each well must be protected from damage and development until they are no longer needed and can be destroyed. No grading, development or other such type operations that could damage the wells can occur within a fifteen (15) foot radius of each well. Some of the wells must remain available for government use for at least 10 years for testing, monitoring and other purposes. Other wells may have to be installed where required by applicable laws or regulations for additional environmental testing and monitoring. When possible, the locations of new wells and borings will be selected so they do not conflict with the approved airport layout plan. If existing wells or borings conflict with the approved airport layout plan, the City may relocate the conflicting wells or borings at its expense if approved in writing by the Government. Wells will be closed or destroyed at Army expense when they are no longer required and funding is available. Upon transfer, the City will own the land where the wells and borings are located. The Army will not close or destroy any wells or borings that the City

7. **NO WARRANTIES.** The Government does not warrant or guarantee that the City will be able to use the Property for the City's intended uses. The City shall be solely responsible for fulfilling, at its own cost and expense, any applicable requirement of new governing authorities

8. **UTILITIES.** "Utility Systems" are defined, for purposes of the Agreement, as electrical, natural gas, water, sewer, storm sewer (including outfalls), and communication signals (including telephone and cable television) systems owned by the Government now existing on, within, over and under the subject parcels of the Property.

a. The Government retains all Utility Systems except the laterals and service drops, as appropriate, to the buildings or facilities. The retention point for the Army for water, electric, gas and telephone systems will be the point on the building or facility from the meter location or future meter or utility entrance box location to the service distribution systems. The Government will retain transferable easements and access rights for all Government owned Utility Systems and for utility company owned Utility systems.

b. The Government will operate, maintain, and repair all Utility Systems that it owns subject to the conditions and limitations of sections 9.

c. If meters are not provided by the utility purveyor and if there are no other mutually acceptable methods of determining the cost of utilities, the City shall be responsible for purchasing, installing, calibrating, and maintaining, at its own expense, all utility meters necessary to determine the quantity of utilities used. The type and location of a given meter will be in accordance with sound engineering principles and practice as well as prudent industry standards and California Public Utility Commission (CPUC) requirements.

d. At the time that the responsibility for providing the utility service is turned over to the control of a public utility, the City, or some other controlling agency, said controlling agency may require additional meters, subject to all laws and regulations of the governing authority.

e. The City shall have the right at its expense to relocate all utilities and associated easements on the Property and to make utility connections in coordination with the Government at the expense of the City.

f. All water and sewer rights shall remain with the Government until transferred to someone else.

g. Various utility systems either serve or cross the Property. A reasonable effort has been made to map the approximate location of each utility system including main distribution lines, electrical sub-stations, water pump stations, sewer lift stations, and other major infrastructure facilities except those utility improvements constructed or modified after 1984. The Fort Ord Master Plan Basic Information Maps contain this information. In addition, the Fort Ord Outside Plant Cable Maps show the telephone system and any modifications to the system made before 1986. These

# City of Marina

211 HILLCREST AVENUE  
MARINA, CA 93933  
TELEPHONE (408) 384-3715  
FAX (408) 384-0425



October 3, 1995

JAY VERETT  
BRAC SECTION, MANAGEMENT & DISPOSAL BRANCH  
REAL ESTATE DIVISION  
DEPARTMENT OF THE ARMY  
U.S. ARMY ENGINEER DISTRICT  
1324 J STREET  
SACRAMENTO CA 95814-2922

RE: Fritzsche Army Airfield Memorandum of Agreement & Deed

Dear Mr. Verett:

Enclosed is a copy of the fully executed Memorandum of Agreement and Recorded Quitclaim Deed for surplus airport property.

If you have any questions or need additional information, please do not hesitate to contact me at (408) 384-3715, extension 7100.

Sincerely,

  
John Dingley  
City Manager

Enclosures: Quitclaim Deed & MOA

# City of Marina

211 HILLCREST AVENUE  
MARINA, CA 93933  
TELEPHONE (408) 384-3715  
FAX (408) 384-0425



August 2, 1995

Peggy Erickson  
Realty Specialist  
Directorate of Real Estate  
20 Massachusetts Avenue, N.W.  
Washington, D.C. 20314-1000

Dear Ms. Erickson

Please find attached four signed copies of the Changes to Quitclaim Deed for Surplus Airport Property. Please insert the correct dates with a date stamp. If you have any question, please call me at (408) 384-3715, extension 7100.

We are planning the dedication for August 12, 1995. We want to extend to you an invitation to this important event.

Sincerely,

A handwritten signature in cursive script that reads "John Longley".

John Longley  
City Manager

cc: FAX to Ken Fox, Corps of Engineers; J. Verett, Corps of Engineers

## **Changes to QUITCLAIM DEED FOR SURPLUS AIRPORT PROPERTY**

1. Add to paragraph 2 on page 8 of the Deed the following sentence. " The Army will maintain easements for access to USTs and thus the **GRANTOR** reserves access to the remaining USTs until they are removed".

2. Replace paragraph 6 on page 9 of the Deed with the following paragraph.

**6. NOTICE OF ORDNANCE.** The **GRANTEE** covenants and agrees, on behalf of it, its successors and assigns and every successor in interest to the Property herein described, or any part thereof, that the **GRANTEE** is aware that unexploded shells, mines, bombs, or other such devices may be present on the property despite reasonable effort of the Army to investigate historic and suspect areas for such devices. The **GRANTEE** is therefore also aware that any excavation on the property may require investigation by the **GRANTEE** for the existence of unexploded shells, mines, bombs or other such devices, which may not have been discovered at the time the property was cleared by the **GRANTOR**. An approximate 72-acre area in which rifle grenades and 2.36-inch anti-tank rockets (bazooka rounds) have been discovered is shown in EXHIBIT A of the Deed and will not be transferred at this time with the Property.

3. Replace paragraph 7 on page 9 of the Deed with the following paragraph.

**7. NOTICE OF HAZARDOUS SUBSTANCE STORAGE.** CERLA 120(h) requires that certain notice, covenant and access provisions be placed in this deed. The **GRANTOR** hereby notifies the **GRANTEE** of storage of hazardous substances on the property. The specific type and quantity of hazardous substance storage, the time at which the storage took place, and the remedial action taken, if any, is described on the table titled Hazardous Substance Storage in EXHIBIT C, to the extent such information is available. The **GRANTOR** warrants that all remedial action necessary to protect human health and the environment with respect to any such substance remaining on the property has been taken before the date of transfer, and warrants that any additional remedial action found to be necessary after the date of such transfer shall be conducted by the Army. The **GRANTOR** reserves a right to access the property in any case where remedial action or corrective action is found to be necessary after the date of such transfer.

The **CITY OF MARINA, GRANTEE**, hereby acknowledges and understands that, due to environmental considerations, changes have been made to the Quitclaim Deed that was previously accepted by the **GRANTEE**. The **GRANTEE** hereby reaffirms its acceptance of this Quitclaim Deed, signed \_\_\_\_\_, with the required changes.

IN WITNESS WHEREOF, the **GRANTEE** has caused these present to be executed by its \_\_\_\_\_.

CITY OF MARINA, GRANTEE

BY

DATE

A handwritten signature in black ink, appearing to be "J. H. H.", written over a horizontal line.

8/2/95



## MEMORANDUM OF AGREEMENT

This **AGREEMENT** made and entered into by and between the **UNITED STATES OF AMERICA**, (hereinafter referred to as the "**GOVERNMENT**"), acting by and through the **DEPARTMENT OF THE ARMY** (hereinafter referred to as the "**ARMY**") and the **CITY OF MARINA** (hereinafter referred to as "**CITY**"), a municipality authorized under the laws of the State of California.

**WHEREAS**, the Defense Base Closure and Realignment Act of 1990, Public Law 101-510, as amended, requires the Department of Defense to close Fort Ord, situated in the County of Monterey, State of California, as an Army installation; and

**WHEREAS**, under and pursuant to the power and authority contained in the Defense Base Closure and Realignment Act of 1990, Public Law 101-510 as amended, the Army has agreed to transfer certain real property located within Fort Ord, situated in Monterey County in the state of California, hereinafter referred to as the "Property" and more fully described at **EXHIBIT "A"** herein, to the City of Marina in accordance with the provisions of the Federal Property and Administrative Services Act of 1949, approved June 30, 1949 (63 Stat. 377) as amended, and the Surplus Property Act of 1944 (58 Stat. 765), as amended, for airport and habitat preserve purposes; and

**WHEREAS**, the Government is required to convey the Property in compliance with the provisions of the National Environmental Policy Act (NEPA) of 1969 as amended (42 USC 4321 et. seq.); the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA) as amended (42 USC 9601, et. seq.); the National Historic Preservation Act (NHPA), as amended (16 USC 470 et seq.); the Coastal Zone Management Act (CZMA), as amended, (16 USC 1451 et seq.); the Endangered Species Act (ESA), as amended, (16 USC 1531, et seq.); the February 1994 Installation-Wide Multispecies Habitat Management Plan for Fort Ord; and other applicable guidelines, regulations, laws, and executive orders pertaining to the transfer of the Property to the City of Marina; and

**NOW THEREFORE**, in furtherance of the objectives set forth in this agreement, and in accordance with all terms, conditions, limitations and exceptions provided in the appropriate guidelines, regulations, laws, and executive orders pertaining to the future use of the Property, the parties agree as follows:

1. **LEGAL DESCRIPTION AND RECORDING.** The City will supply the Government with a plat of the Property and a legal description of the Property's boundary. The plat and legal description shall be prepared by a land surveyor who is registered and licensed by the State of California, and the plat will bear the surveyor's seal. The legal description shall also be acceptable for recordation by the Monterey County Recorder's Office. The City will record the legal description, and the Deed no later than 15 days after the Deed is signed. As property is transferred, the City will provide the Army with 5 copies of the recorded Deed within 7 days after the Deed is recorded.

**CONTRACT FOR SALE OF UTILITIES SERVICES**

For use of this form, see AR 420-41.

The proponent agency is the Office of the Chief of Engineers.

Contract No. \_\_\_\_\_  
Estimated Annual  
Cost to Purchaser \$ \_\_\_\_\_

THIS CONTRACT, entered into this \_\_\_\_\_ day of  
\_\_\_\_\_ 19 \_\_\_\_\_ by and between the UNITED STATES  
OF AMERICA (*hereinafter called "Government"*) represented by the Utilities  
Services/Sales Officer executing this contract and

\_\_\_\_\_  
*(Hereinafter called the "Purchaser")*

**WITNESSETH THAT:**

**WHEREAS,** the Government has established an \_\_\_\_\_

near \_\_\_\_\_

known as \_\_\_\_\_

and owns, maintains and operates facilities for the furnishing of

\_\_\_\_\_

services; and

**WHEREAS,** the Purchaser desires to obtain \_\_\_\_\_

services from the Government, as required for \_\_\_\_\_

and which cannot be readily obtained from any other source; and

**WHEREAS,** construction of facilities in connection with the sale of such services to the Purchaser will not hinder the construction of public or private utility services facilities of a like nature;

**WHEREAS, PURSUANT TO 10 U.S.C. 2481** the Government is authorized to sell utilities services required by the Purchaser;

**NOW, THEREFORE,** in consideration of the premises and the mutual agreement herein contained, to be performed by the parties hereto respectively, it is agreed as follows:

5. **CHANGE OF RATES.** If during the life of this contract there should be an appreciable change in the cost to the Government or in the applicable local prevailing rates, the contract rates set forth herein will be adjusted as required to conform therewith and the Government agrees to furnish, subject to the conditions set forth herein, and the Purchaser agrees to take and pay for, such services at the adjusted rates from and after the date when such adjusted rates are made effective. The rates and charges applicable to the service or services contemplated herein will be reviewed annually, or more often if necessary, in compliance with the above requirements.

6. **LIABILITY.** The Purchaser shall hold and save the Government, its officers, agents and employees, harmless from liability of any kind, for or on account of any claim or action that may be asserted in connection with the services furnished under this contract. The Government will not be held liable for failure to provide continuous service and will not guarantee quality or quantity of service to be supplied nor will the Government be made liable for termination of services.

7. **TERMINATION.** Services under this contract may be terminated by either party by written notice not less than thirty days in advance of the effective date of termination, provided that in the event of a national emergency proclaimed by the President,  the Government may terminate this contract immediately without such advance notice. It is further mutually agreed that this contract will be terminated at such time as:

- a. The services contemplated herein become readily available from another source, or
- b. The installation furnishing said services becomes inactive, or
- c. The Government no longer has facilities and/or personnel available to supply the services, or
- d. The Government can no longer supply such services as surplus to its own needs.

8. **RECAPTURE.** In the event this contract is terminated in accordance with the terms hereof, the Government shall have the right to recapture immediately any utility facility it may have furnished in connection with the sale of any utility service to the Purchaser.

9. **FACILITIES TO BE PROVIDED.** The Government shall not be obligated in any way for the cost of making connections for Purchaser's services. Purchaser shall, at Purchaser's expense, install, maintain and operate all new facilities required for obtaining services, including suitable metering and regulating equipment and service connections to Government's utility systems. Plans for all such facilities shall be subject to the approval of the Utilities Services/Sales Officer and the installation of such facilities shall be subject to his/her supervision.

"Improper influence," as used in this clause, means any influences or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

### 13. DISPUTES.

a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) (the Act).

b. Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a certain sum, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Purchaser seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified as required by subparagraph d.(1) below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d. A claim by the Purchaser shall be made in writing and submitted to the Utilities Services/Sales Officer for a written decision. A claim by the Government against the Purchaser shall be subject to a written decision by the Utilities Services/Sales Officer.

(1) For Purchaser claims exceeding \$50,000, the Purchaser shall submit with the claim a certification that:

(a) The claim is made in good faith.

(b) Supporting data are accurate and complete to the best of the Purchaser's knowledge and belief.

(c) The amount requested accurately reflects the contract adjustment for which the Purchaser believes the Government is liable.

**14. DEFINITIONS.** As used throughout this contract, the following terms shall have the meanings set forth below:

a. The term "Secretary" means the Secretary, the Under Secretary, or any Assistant Secretary of the Department and the head of the Federal agency; and the term "his duly authorized representative" means any person or persons or board (other than the Utilities Services/Sales Officer) authorized to act for the Secretary.

b. The term "Utilities Services/Sales Officer" means the person executing this contract on behalf of the Government, and any other officer or civilian employee who is a properly designated Utilities Services/Sales Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Utilities Services/Sales Officer acting within the limits of his/her authority.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract as of the day and year first above written.

Attached to and made  
a part of Contract No. \_\_\_\_\_

**SPECIAL PROVISIONS A(S)  
ELECTRIC SERVICE**

For use of this form, see AR 420-41  
The proponent agency is the Office of the Chief of Engineers.

**1. ESTIMATED SERVICE REQUIREMENTS.**

Estimated maximum demand \_\_\_\_\_ Kw

Estimated annual consumption \_\_\_\_\_ Kwh

(The parties hereto are not obligated to deliver or  
receive, nor are they restricted to, the above amounts.)

**2. POINT OF DELIVERY.** The point of delivery of service shall be:

\_\_\_\_\_

**3. DESCRIPTION OF ELECTRIC SERVICE.** The Government will supply  
\_\_\_\_\_ phase, \_\_\_\_\_ wire,  
\_\_\_\_\_ cycle, alternating current at  
\_\_\_\_\_ volts.

**4. RATES.** The rates to be charged the Purchaser by the Government for the electric service described  
herein, are as follows:

Attached to and made  
a part of Contract No. \_\_\_\_\_

**SPECIAL PROVISIONS B(S)  
GAS SERVICE**

For use of this form, see AR 420-41

The proponent agency is the Office of the Chief of Engineers

**1. ESTIMATED REQUIREMENTS.**

Estimated maximum demand \_\_\_\_\_ Mcf per hour

Estimated annual consumption \_\_\_\_\_ Mcf

(The parties hereto are not obligated to deliver or  
receive, nor are they restricted to, the above amounts.)

**2. POINT OF DELIVERY.** The point of delivery of gas shall be the point of connection with  
government's gas main located at

---

**3. QUALITY OF GAS.** The Government is supplied with (natural) (manufactured) gas by

---

---

and will supply the Purchaser with gas of similar characteristics as the gas received by the Government.

**4. RATES.** The rates to be charged the Purchaser by the Government for the gas service described herein,  
are as follows:

Attached to and made  
a part of Contract No. \_\_\_\_\_

**SPECIAL PROVISIONS C(S)  
WATER SERVICE**

For use of this form, see AR 420-41  
The proponent agency is the Office of the Chief of Engineers

**1. ESTIMATED REQUIREMENTS.**

Estimated maximum Demand \_\_\_\_\_

Estimated annual consumption \_\_\_\_\_

(The parties hereto are not obligated to deliver or  
receive, nor are they restricted to, the above amounts.)

**2. POINT OF DELIVERY.** The point of delivery of water shall be the point of connection with the  
Government's water main located at:

\_\_\_\_\_

**3. QUALITY OF WATER.** The Government will supply the same quality of potable water as supplied  
to \_\_\_\_\_

\_\_\_\_\_ by means of its water system located at the said

\_\_\_\_\_

\_\_\_\_\_

**4. RATES.** The rates to be charged the Purchaser by the Government for the water service described  
herein, are as follows:



Attached to and made  
a part of Contract No. \_\_\_\_\_

**SPECIAL PROVISIONS D(S)  
SEWAGE SERVICE**

For use of this form, see AR 420-41

The proponent agency is the Office of the Chief of Engineers

**1. ESTIMATED REQUIREMENTS.**

Estimated annual volume \_\_\_\_\_

(The parties hereto are not obligated to deliver or  
receive, nor are they restricted to, the above amounts.)

**2. POINT OF DELIVERY.** The sewage shall be delivered to the Government by the Purchaser at

---

**3. SERVICES TO BE RENDERED.** The sewage to be received, carried and disposed hereunder shall be such as is customarily received at the Government's disposal plant, and shall not contain any material which would cast an unusual burden upon the said sewage disposal plant or interfere with the operation of the Government's sewage system.

**4. RATES.** The rates to be charged the Purchaser by the Government for the sewage service described herein, are as follows:

# FedEx USA Airbill

Tracking Number

6603311735

Sender's Copy

01259856-3

51986

### 1 From (please print)

Date \_\_\_\_\_ Sender's FedEx Account Number 1888-4741-2

Sender's Name John Longley Phone ( 408 364-3715 )

Company CITY OF MARINA/FINANCE DEPT Dept./Floor Suite/Room \_\_\_\_\_

Address 211 HILLCREST AVE

City MARINA State CA Zip 93933

2 Your Internal Billing Reference Information (Optional) (First 24 characters will appear on invoice) \_\_\_\_\_

### 3 To (please print)

Recipient's Name Peggy Erickson Phone ( ) \_\_\_\_\_

Company Directorate of Real Estate Dept./Floor Suite/Room \_\_\_\_\_

Address (To "HOLD" at FedEx location, print FedEx address here) (We Cannot Deliver to P.O. Boxes or P.O. Zip Codes) 20 Massachusetts Ave, NW

City Washington State DC Zip 20348-1000

For "HOLD" Service check here  
 Weekday  Saturday (Not available at all locations)

For Saturday Delivery check here  
 Extra Charge, Not available at all locations

Service Conditions, Declared Value, and Limit of Liability - By using this Airbill, you agree to the service conditions in our current Service Guide or U.S. Government Service Guide. Both are available on request. See back of Sender's Copy of this airbill for information and additional terms. We will not be responsible for any claim in excess of \$100 per package whether the result of loss, damage, or delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, and document your actual loss in a timely manner. Your

right to recover from us for any loss includes intrinsic value of the package, loss of fees, interest, profit, attorney's fees, costs, and other forms of damage, whether direct, incidental, consequential, or special, and is limited to the greater of \$100 or the declared value but cannot exceed actual documented loss. The maximum declared value for any FedEx Letter and FedEx Pak is \$500. Federal Express may, upon your request, and with some limitations, refund all transportation charges paid. See the FedEx Service Guide for further details.

### 4 Service\*

FedEx Priority Overnight (Next business morning)  FedEx Standard Overnight (Next business afternoon)  FedEx 2Day (Second business day)  
 FedEx Govt. Overnight (Authorized user only)  
 FedEx Overnight Freight  FedEx 2Day Freight (For packages over 150 pounds. Call for delivery schedule.)

\*Delivery commitment may be later in some areas.

### 5 Packaging

FedEx Letter\*  FedEx Pak\*  FedEx Box  FedEx Tube  Other Packaging \*Declared value limit \$50.

### 6 Special Handling

Does this shipment contain dangerous goods?  No  Yes (Is per attached Shipper's Declaration)  Yes (Shipper's Declaration not required)  
 Dry Ice (Dry Ice: 9 UN 1845 III \_\_\_\_\_ kg. 904 CA)  Cargo Aircraft Only (Dangerous Goods Shipper's Declaration not required)

### 7 Payment

Bill to:  Sender (Account no. in section 1 will be billed)  Recipient (Enter FedEx account no. or Credit Card no. below)  Third Party  Credit Card  Cash/Check

FedEx Account No. 1888-4741-2

Credit Card No. \_\_\_\_\_ Exp. Date \_\_\_\_\_

Total Packages	Total Weight	Total Declared Value*	Total Charges
1		\$ NA .00	\$ 12.50

\*When declaring a value higher than \$100 per package, you pay an additional charge. See SERVICE CONDITIONS, DECLARED VALUE AND LIMIT OF LIABILITY section for further information.

### 8 Release Signature

Your signature authorizes Federal Express to deliver this shipment without obtaining a signature and agrees to indemnify and hold harmless Federal Express from any resulting claims.

194

Questions? Call 1-800-Go-FedEx

# The World On Time

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