

RECORDING REQUESTED BY:

Bruce A. Reeves
Monterey County Recorder
Recorded at the request of
City of Salinas

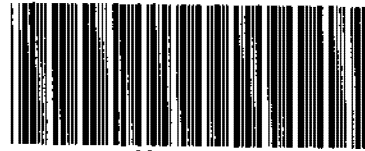
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4/24/1998
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WHEN RECORDED MAIL TO:

City Clerk
City of Marina
211 Hillcrest Avenue
Marina, CA 93933

DOCUMENT: **9824966**

Titles: 1 / Pages: 12



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

0009824966

TITLE(S) OF DOCUMENT

Quitclaim Deed

Parcel L5.9.1, Fort Ord
Equestrian Center Parcel
Monterey County, California

QUITCLAIM DEED

THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior, acting by and through the Director, National Park Service, under and pursuant to the power and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 337), as amended, and particularly as amended by Public Law 485, 91st Congress, and regulations and orders promulgated thereunder (hereinafter designated "Grantor" or "Army" in specific situations), for and in consideration of the perpetual use of the hereinafter described premises as and for public park and public recreation area purposes, by the City of Marina, California (hereinafter designated "Grantee"), does hereby release and quitclaim to Grantee, and to its successors and assigns, all Grantor's right, title and interest in and to property, including all buildings, improvements, and fixtures thereon, located in Monterey County, California, consisting of approximately 27.235 acres, and identified as Parcel A in Exhibit A, attached hereto;

The property is conveyed "As Is, Where Is" without any representation, warranty or guarantee, except as required pursuant to applicable law or otherwise stated herein, 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 it was intended, and no claim for allowance or deduction upon such ground will be considered. There is no objection on the part of the Grantor to make any alterations, repairs, or additions, and neither said Grantor or Army shall be liable for any latent or patent defects in the property.

The hereinbefore described property is granted by the Grantor to the Grantee subject to valid and existing easements for streets, utility systems, rights-of-way, railroads, pipelines, and/or covenants, restrictions, reservations, conditions, and agreements which now exist affecting the foregoing the described premises and further subject to the reservations, exceptions, restrictions, conditions and covenants herein expressed and set forth unto the Grantee, its successors and assigns, forever.

Pursuant to authority contained in the Defense Base Closure and Realignment Act of 1990, as amended and the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, regulations, and orders promulgated thereunder, the Department of the Army determined the property to be surplus to the needs of the United States of America and assigned the property to the Department of the Interior for conveyance to the Grantee.

The Grantor expressly excepts and reserves all oil, gas, and mineral rights and deposits in said land to the Grantor or to such person(s) as may be authorized by the Grantor to prospect, mine, and remove such deposits from the hereinbefore described property under applicable laws.

And the Grantee by its acceptance of this deed does acknowledge its understanding of the agreement, and does covenant and agree for itself, and its successors and assigns, forever, as follows:

1. This property shall be used and maintained for the public purposes for which it was conveyed in perpetuity as set forth in the program of utilization and plan contained in an application submitted by the Grantee on July 28, 1993, and amended by letter dated May 25, 1994, which program and plan may be amended from time to time at the written request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments will be added to and become a part of the original application.

2. The Grantee shall, within 6 months of the date of the deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area indicating that the property is a park or recreation area and has been acquired from the Federal Government for use by the general public.
3. The property shall not be sold, leased, assigned or otherwise disposed of except to another eligible governmental agency without the prior approval of the Secretary of the Interior in writing. Any such disposition shall assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.
4. From the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior, setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.
5. 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 the Interior as in effect on the date of this Deed (43 C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (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 United States shall have the right to seek judicial enforcement of this covenant; (5) the Grantee, its successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors or 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, and (b) furnish a copy of such agreement to the Secretary of the Interior or his successor; (6) 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 Grantor and enforceable by the Grantor against the Grantee, its successors and assigns; and (7) the Grantor expressly reserves a right of access to, and entrance upon, the above described property in order to determine compliance with the terms of this conveyance.
6. The Grantee further agrees to comply with the requirements of Public Law 90-480 (82 Stat. 718) the Architectural Barriers Act of 1968 as amended by Public Law 91-205 of 1970 (84 Stat. 49) to assure that public facilities developed on this property are accessible to the physically handicapped; and, further assure in accordance with Public Law 93-112, the Rehabilitation Act of 1973 (87 Stat. 394) that no otherwise qualified handicapped individual shall solely by reasons of his handicap be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity in effect on this property; and agrees to comply with the provisions of Title III of the Age Discrimination Act of 1975, as amended (Public Law 94-135; 45 C.F.R. Part 90) prohibiting discrimination on the basis of age in programs and activities conducted on this property.
7. The Grantee further agrees to comply, where applicable, with the provisions of the Flood Disaster Protection Act of 1973 (87 Stat. 975) and the National Flood Insurance Act of 1968 (42 U.S.C. 4102).

8. The Grantee, its successors and assigns, shall hold harmless, defend and indemnify the United States, its employees, agents, and representatives from and against any suit, claim, demand or action, liability, judgement, cost or other fee arising out of any claim for personal injury or property damage (including death, illness, or loss of or damage to property or economic loss) that relates to the Grantee's failure to comply with the terms of this deed or from the use or occupancy of the property by the Grantee and/or the Grantee's successors and assigns, transferees, or agents, except as otherwise provided in this deed or law.
9. The conveyed property is subject to the condition and requirement that the Grantee shall convey to Monterey County an easement for a future light rail corridor. The area subject to this condition and requirement is described as a portion of Parcel A, labeled as the "approximate limits of future light rail corridor", an area containing approximately 4.117 acres, as depicted on a Record of Survey attached as Exhibit B. Said future conveyance shall be at no cost, except for direct and indirect expenses of such conveyance, and will be subject to prior approval and any condition deemed appropriate by the Grantor.
10. The conveyed property is subject to the following reservations;
 - 10.1. A reservation for use by the U.S. Army Corps of Engineers of a 0.942 acre area for a period of ten years. The area subject to the reservation is described as a 0.942 acre parcel, a portion of Parcel A, as depicted on attached Exhibit C. Said reservation requires the Grantee to permit the use of said described property by the U.S. Army Corps of Engineers, subject to mutually agreeable terms and conditions contained within a reservation agreement.
 - 10.2. A reservation for all storm sewer and sanitary sewers collection lines located on the property, serving and collecting stormwater and wastewater from locations not on the property, subject to future assignment and transfer of said facilities.
 - 10.3. A reservation for water distribution lines located between the property boundary and water meter location. All telecommunications facilities located on the property are transferred to the Grantee without reservation.
 - 10.4. The Grantee shall not impair the reasonable maintenance, repair, or replacement of improvements described within this section, provided that proper consultation and coordination has occurred with the Grantee.
11. The Grantee acknowledges that it has received the technical environmental reports, described within this instrument, prepared by, or on behalf of the Army. The Grantee acknowledges that it has inspected and accepts the physical condition and current level of environmental hazards on the property and deems the property to be safe for the Grantee's intended use, human health, and the environment in general, except as otherwise noted herein. The Grantee's acknowledgement of the condition of the Property creates a rebuttable presumption that hazardous substances, pollutants, contaminants, or petroleum products discovered on the property after the date of the transfer are related solely to the activity of, caused, deposited, or created by the Grantee, its agents, transferees, successors or assigns. The Grantee, its agents, transferees, successors or assigns as consideration for the conveyance, agrees to release the Grantor and Army from any liability or responsibility for any claims or damages arising out of or in any way related to the release of any substances on the property occurring after the conveyance of the property to the Grantee. This paragraph shall not affect or limit liabilities of the Army under applicable law or its responsibilities to conduct response actions or corrective actions that are required by law.
12. By accepting this deed, the Grantee, acknowledges that the Army has provided the Grantee with a copy of the *Federal Facilities Agreement (FFA)* dated July 23, 1990, between the Army and the U.S. Environmental Protection Agency (EPA). The Army shall provide the Grantee with a copy of any future amendments to the FFA. In this regard, it is understood that:

- 12.1. In exercising the rights hereunder, the Army shall give the Grantee or its successor or assigns reasonable notice of action taken on the property under the FFA and shall, to the extent reasonable, consistent with the FFA endeavor to minimize the disruption to the operation and use of the subject property.
 - 12.2. The Grantee agrees that notwithstanding any other provision of this deed, the United States assumes no liability to the Grantee, its successor or assigns, or any other person, should implementation of the FFA interfere with the use of the property. The Grantee and its successors and assigns shall have no claim on account of any such interference against the United States or any officer, agency, employee, or contractor thereof.
 - 12.3. The Grantee covenants for itself, its successors and assigns to not interfere with any response action being undertaken on the subject property, or interrupt, relocate, or directly or indirectly interfere with any remediation system, now or in the future located, over, through, or across any portion of the property without the prior written consent of the Army and EPA.
 - 12.4. Prior to the determination by the United States that all remedial action is complete under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) of the Fort Ord National Priorities List (NPL) site, the Grantee, its successors and assigns shall; (a) not undertake activities on the property that would interfere with or impede the completion of the CERCLA clean-up at the Fort Ord NPL site, (b) give prior written notice to the Army, EPA, and DTSC of any construction, alterations, or similar work on the property which may interfere with or impede said clean-up, and (c) comply with any institutional controls put in place by the Grantor or required by the previously issued Record of Decision (ROD) or amendments thereto, issued pursuant to the National Environmental Policy Act (NEPA) or the FFA, and (d) ensure that any permit or license for the use of property provides for legally binding compliance with terms herein.
 - 12.5. All terms and conditions contained within this section shall bind and run with the land and are forever enforceable by the Army, EPA or DTSC. The Grantor reserves the right to rescind all or portions of this section, upon request of the Grantee, following the receipt of a determination by the United States that all remedial actions at the Fort Ord NPL site are complete.
 - 12.6. Prior to the determination by the Army that all remedial action under CERCLA and the FFA are complete for the Fort Ord NPL site, the Grantee shall provide written notice by certified mail to the appropriate regional office of the EPA and the State of California Department of Toxic Substances Control (DTSC), together with the required authorization of the Grantor as required by other terms and conditions of the deed, of any conveyance of interest in the subject property. Said notice shall be made within fourteen days of the date of transfer.
13. Pursuant to Section 120(h)(3)(A)(i) of CERCLA (42 U.S.C. 9620), the Grantor has been provided a copy and an opportunity to review the *Finding of Suitability to Transfer* (FOST), dated July 14, 1997 and the Letter of Assignment (LOA) dated September 5, 1997. The FOST and LOA contains, to the extent such information is available, a notice of the type and quantity of hazardous substances stored on the property for one year or more, a notice of the time at which such storage, release, or disposal took place, and a description of the remedial actions taken of the property.
 14. Pursuant to Section 120(h)(3)(A)(ii)(I) and (B) of CERCLA, and pursuant to a finding by the EPA that the groundwater remedy for the property is operating properly and successfully, the Army has covenanted, by virtue of a 1997 Memorandum of Agreement (hereby incorporated and made a part of this agreement by reference) between the Grantor and the Department of Defense among others, that all remedial action necessary to protect human health and the environment with respect to any hazardous substances on the property has been taken prior to this conveyance.
 15. The Grantee acknowledges the receipt of notice contained within the FOST and LOA regarding the contamination of groundwater located beneath the property with volatile organic chemicals. The Grantee

covenants for itself, its successors and assigns that it shall not engage in or authorize the drilling water wells, use the groundwater, or access to the groundwater beneath the property. These restrictions bind and run with the land and are forever enforceable by the Grantor or the State of California.

16. Pursuant to Section 120(h)(3)(A)(ii)(II) of CERCLA, the Army has covenanted, by virtue of a 1997 Memorandum of Agreement (hereby incorporated and made a part of this conveyance) between the Grantor and the Department of Defense among others, that any additional remedial action found to be necessary after the date of this conveyance that resulted from the Army's use or occupancy of the property shall be conducted by the Army.
17. Pursuant to Section 120(h)(3)(A)(iii) of CERCLA, the Grantor reserves a right of access to the property on behalf of the Army, EPA, and DTSC in any case in which remedial action or correction action is found to be necessary, after the date of this conveyance. To the extent permitted by law, this reservation includes the right or access to and the use of available utilities at reasonable cost. The Army shall give the Grantee reasonable notice of action requiring access to the property and endeavor to minimize the disruption of the Grantee's use of the property.
18. The Grantee, its successors or assigns, acknowledges the provisions of the *Habitat Management Plan (HMP)*, incorporated and made a part hereof, may apply to the subject property. The property is shown in the HMP as parcel L5.9.1 and is designated as a Development Area. The Grantee, its successors or assigns, is responsible for complying with the Endangered Species Act (16 U.S.C. 1531-1544), its regulations, the HMP, and the accompanying Biological Opinion by the U.S Fish and Wildlife Service, dated April 11, 1997, as may be applicable to the property conveyed by this deed.
19. The Grantee is hereby informed and does acknowledge nonfriable asbestos and asbestos containing materials have been found on the property [*Asbestos Survey Report, U.S. Army Corps of Engineers-Fort Ord Installation, Fort Ord, California (April 1993)*]. 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 Federal, State and local laws relating to asbestos; and that neither the Grantor or Army assumes 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, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the property, whether Grantee, its successors or assigns have properly warned or failed properly to warn the individual(s) injured. The Grantee further agrees to be responsible for any future remediation of asbestos found to be necessary on said property.
20. The Grantee is hereby informed and does acknowledge that all buildings on the property constructed prior to 1978 are presumed to contain lead based paints. The presence of lead based paints within these structures effects there possible use for residential purposes in compliance with 24 CFR Part 35, Subpart H. The Grantee acknowledges receipt of notice to this effect as contained in the FOST, LOA, Environmental Baseline Survey or the *Community Environmental Response Facilitation Act (CERFA) Report, Fort Ord (April 8, 1994)*.
 - 20.1. The Grantee acknowledges that lead based paints present an exposure risk to young children and pregnant women, which could result in lead poisoning resulting in neurological damage. The Grantee covenants and agrees to provide notice of said risks to any successor or assign of any interest in said property pursuant to this deed.
 - 20.2. The Grantee covenants that it has received the opportunity to conduct a risk assessment or inspection for the presence of lead-base paints or lead based paint hazards prior to the execution of this conveyance. The Grantee further covenants that it will provide for an inspection, abatement, and/or elimination of any lead based paint hazard prior to the occupancy or use said portion of the property.

containing a lead based paint hazard by successors or assigns as required by and in compliance with applicable federal and state law. The Grantee covenants and agrees to be responsible for any remediation of lead based paint or lead based paint hazards on the property found to be necessary after the date of conveyance.

- 20.3. The Grantee covenants and agrees, on behalf of it, its successors and assigns, to indemnify and hold harmless the Grantor and Army, its agents and employees against any health problems which may result from the existence of lead-based paint on the property or any claims by the parties in relation to thereto.
21. The Grantee acknowledges that said property is located on a former military installation with a history of ordnance and explosive (OE) use. Although OE investigations indicate that OE is unlikely on the property, there is a potential for OE to be present. In the event that the Grantee, its successors or assigns, should discover or become aware of ordnance or explosives on the property, the Grantee agrees it shall not attempt to remove or destroy it but shall notify local law enforcement officials and the Directorate of Law Enforcement at the Presidio at Monterey for prompt disposal of such ordnance at no expense to the Grantee.
22. The Grantee, its successors and assigns, acknowledges that said property is located within the vicinity of general aviation airports, and covenants and agrees to obtain a determination of no hazard to air navigation issued by the Federal Aviation Administration, pursuant to 14 CFR 77, for any proposed structure which would exceed an elevation of 330 feet mean sea level at its highest point.
23. An obligation by the Army to reimburse any money under this deed is subject to the availability of appropriated funds, and nothing in this deed shall be interpreted to require obligations or payment by the United States in violation of the Anti-Deficiency Act.
24. The Grantee and its successors and assigns shall hold harmless, defend, and indemnify the United States, its employees, agents, and representatives, from and against any suit, judgment, cost or other fee (including death, illness, or loss of or damage to property or economic loss) that results from, or is in any manner predicated upon, the release or threaten release of any hazardous substance, pollutant, or contaminant, or petroleum or petroleum derivative as a result of the activities of the Grantee or the Grantee's successors, assigns, transferees, and/or agents except where such suit, claim, demand or action, liability, judgment, cost or other fee is the result of negligence or willful misconduct by the Department of Defense or any of its employees, agents, or representatives.
25. Subject to the limitation and other requirements contained in Section 303 of the National Defense Authorization Act for Fiscal Year 1993 (P.L. 102-484), as amended (10 U.S.C. 2687), the Secretary of Defense shall hold harmless, defend, and indemnify the Grantee, its successors and assigns, transferees, and/or agents from and against any suit, judgment, cost or other fee arising out of any claim for personal injury or property damage (including death, illness, or loss of or damage to property or economic loss) that results from, or is in any manner predicated upon, the release of any hazardous substance, pollutant, or contaminant, or petroleum or petroleum derivative as a result of Department of Defense activities at the Fort Ord NPL site.
26. In the event that there is a breach by the Grantee, its successors or assigns, of any of the conditions and covenants, whether caused by the legal or other inability of the Grantee, its successors or assigns, to perform said conditions and covenants, the Grantor will give written notice, with a reasonable time stated therein, that the Grantee shall eliminate, rectify, cure, or commence actions necessary to cure said breach. **Upon failure to eliminate, rectify, cure, or commence actions necessary to cure said breach within the time set forth in the notice, all right, title, and interest in and to said premises shall, at the Grantor's option revert to and become the property of the Grantor.** In addition to all other remedies for such breach, the Grantee, its successors and

assigns, at the Grantor's option, shall forfeit all right, title, and interest in any and all of the tenements, hereditaments, and appurtenances thereunto belonging. The failure of the grantor to require in any one of more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment or such future performance, but obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

27. The Grantor, Army, and other federal agencies, have the right of access, upon reasonable notice, to inspect for compliance with the provisions herein, as well as applicable federal laws and regulations. The Grantor, to the extent it knows, will give the Grantee reasonable prior notice of the intention of Army or other federal agencies to enter. Such notice shall not apply when the entry is required for safety, environmental, operation, or security or law enforcement purposes.

During the above access situations, the United States, and its agencies will be liable to the extent allowed by the Federal Tort Claims Act for wrongful death, personal injuries, or property damage resulting from negligent or wrongful act or omission of any employee of the United States while acting within the scope of his employment, arising out of this conveyance. Further, said Grantor, or other federal agency employees will be covered by the Federal Employees Compensation Act, to the extent allowed by law, for injuries to said employees.

28. The Grantee, by its acceptance of this deed, covenants and agrees for itself, and its successors and assigns, that in the event the Grantor exercises its option to revert all right, title, and interest in the property to the Grantor, or the Grantee voluntarily returns title to the property in lieu of a reverter, then the Grantee shall provide protection to and maintenance of said property at all times until such time as the title is actually reverted or returned to and accepted by the Grantor, including the period of any notice of intent to revert. Such protection and maintenance shall, at a minimum, conform to the standards prescribed by the General Services Administration in its regulations FPMR 101-47.402 in effect as of the date of this deed.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf on this the 13th day of April, 1998.

UNITED STATES OF AMERICA
Acting by and through the Secretary of the Interior

By Martha K. Leicester
Martha K. Leicester
Acting Regional Director, Pacific West
National Park Service

(COUNTY OF SAN FRANCISCO)
) SS.
(STATE OF CALIFORNIA)

On this 13th day of April, 1998, before me, the subscriber, personally appeared Martha K. Leicester, to be known and personally known to me to be the Acting Regional Director, Pacific West, National Park Service, of the United States of America, acting by and through the Secretary of the Interior, a governmental agency of the United States of America, and known to me to be the same person described in and who executed the foregoing instrument as such Acting Regional Director, Pacific West aforesaid, as the act and deed of the United States, for and on behalf of the Secretary of the Interior, and he acknowledged that he executed the foregoing instrument for and on behalf of the United States of America, for the purposes and uses therein described.



Witness my hand and official seal.

M. Dolores Gullory
NOTARY PUBLIC

The foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, to assume and be bound by all the obligations, conditions, covenants and agreements therein contained.

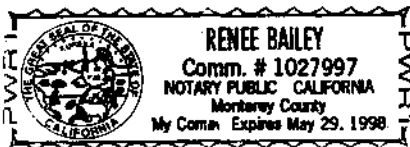
City of Marina, California

By *[Signature]*

Date 4-23-98

(COUNTY OF MONTEREY)
) ss.
(STATE OF CALIFORNIA)

On this 23 day of April, 1998, before me, the undersigned notary, the subscriber, personally appeared and being the duly authorized official of the City of Marina, California and known to me to be the same person described herein and who executed the foregoing acceptance of said on behalf of the city of Marina, California, for the purposes and uses therein described.



Witness my hand and official seal.

Renee Bailey
NOTARY PUBLIC

Exhibit A

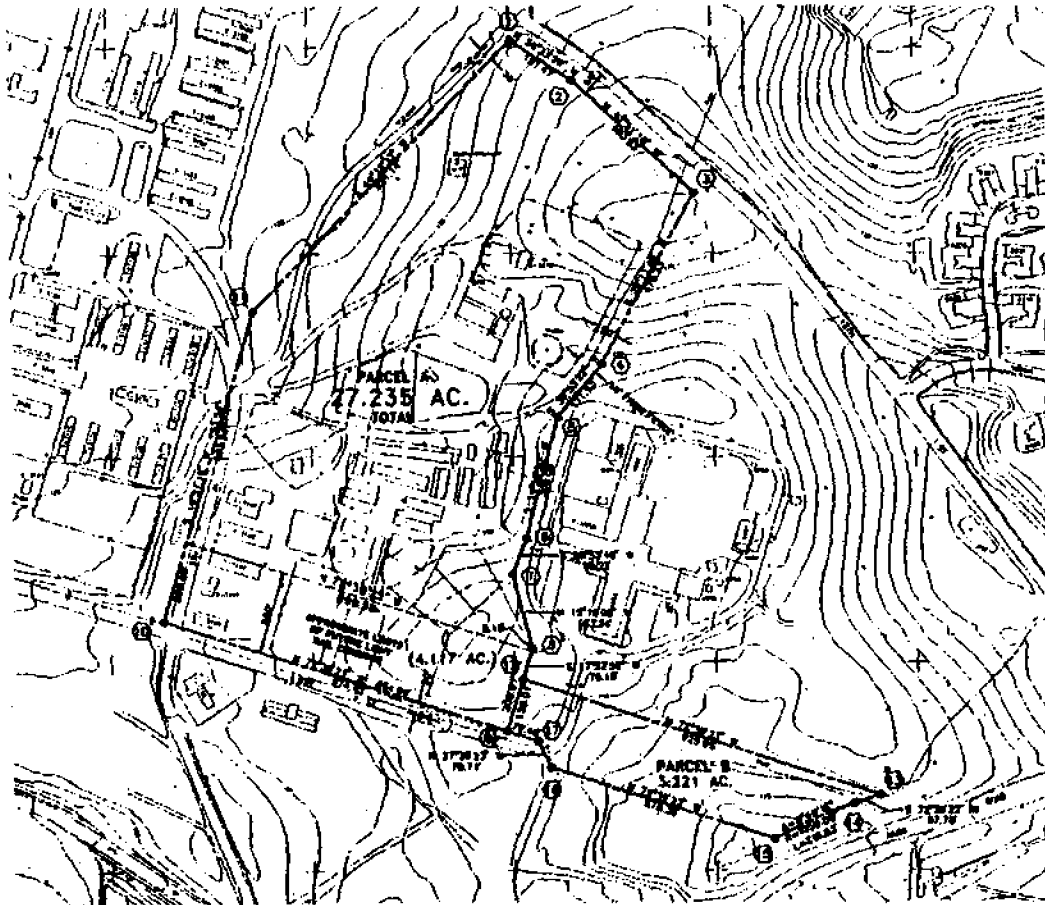
Description of Parcel A, Being a Portion of Fort Ord
Military Reservation, Shown as Parcel 1 in Volume 19
Page 1 for the City of Marina

CERTAIN real property situated in Monterey City Lands Tract No. 1, County of Monterey, State of California, particularly described as follows:

PARCEL A (27.235 ACRES)

COMMENCING at a 6" concrete monument with lead and tack (no tag) found at that certain Corner Numbered two hundred sixty-one (261) of Parcel 1, as said corner and parcel are shown and so designated on that certain map entitled "Record of Survey showing the Perimeter Boundary of the Fort Ord Military Reservation, etc.", filed September 7, 1994 in Volume 19 of Surveys, at Page 1, Records of Monterey County, California, said monument and corner being at coordinate Northing = 2138286.563 and Easting = 5745102.987; thence

- (a) S. 77° 55' 43" W., 3680.54 feet to the TRUE POINT OF BEGINNING (being at coordinate Northing = 2137516.848 and Easting = 5741503.834); thence
- (1) S. 56° 33' 29" E., 181.47 feet; thence
- (2) S. 47° 51' 16" E., 403.83 feet; thence
- (3) S. 29° 11' 45" W., 478.33 feet; thence
- (4) S. 39° 53' 22" W., 171.53 feet; thence
- (5) S. 14° 58' 50" W., 308.06 feet; thence
- (6) S. 20° 53' 46" W., 96.22 feet; thence
- (7) S. 15° 18' 06" E., 183.54 feet; thence
- (8) S. 17° 52' 59" W. (at 78.15 feet, a point hereinafter being referred to as "Point A"), 208.16 feet; thence
- (9) N. 72° 39' 23" W., 894.99 feet; thence
- (10) N. 16° 51' 19" E., 793.54 feet; thence
- (11) N. 44° 32' 33" E., 921.14 feet to the TRUE POINT OF BEGINNING.

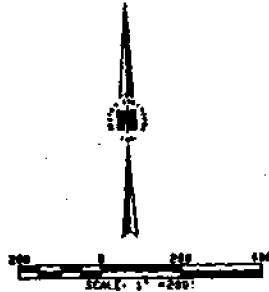


NOTE REGARDING DERIVATION OF COORDINATES:

STATE PLANE COORDINATES BASED ON THE NORTH AMERICAN DATUM OF 1983 (1992), ZONE 4 WERE DETERMINED FOR THE BOUNDARY CORNERS USING GLOBAL POSITIONING SYSTEM (GPS) "FAST-STATIC" SURVEYING TECHNIQUES. THESE COORDINATES WERE THEN SCALED BY A MEAN PROJECT COMBINATION FACTOR OF 0.9938023 TO PRODUCE "GROUND" COORDINATES. THE COORDINATES LISTED ARE THEREFORE NOT STATE PLANE COORDINATES. TO OBTAIN GRID DISTANCES, MULTIPLY THE GROUND DISTANCES BY THE MEAN PROJECT COMBINATION FACTOR. NO ROTATION WAS APPLIED WHEN THE STATE PLANE COORDINATES WERE SCALED. THEREFORE, THE BEARINGS SHOWN ARE GRID BEARINGS BASED ON THE LAMBERT PROJECTION FOR CALIFORNIA STATE PLANE ZONE 4.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE GRID BEARING OF N 37°05'40" E BETWEEN CALIFORNIA HIGH PRECISION GEODETIC NETWORK (CHPN) CONTROL POINTS "CA 11030" (S 17") AND "941 3460" (N TOL). 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 COOPERATION WITH THE NATIONAL GEODETIC SURVEY (NGS) IN 1962. THE BEARINGS FOR THIS SURVEY WERE ESTABLISHED USING GLOBAL POSITIONING SYSTEM (GPS) "FAST-STATIC" SURVEYING TECHNIQUES.



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20	2137418.838	5741052.281

SURVEYOR'S STATEMENT

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYOR'S ACT AT THE REQUEST OF THE CITY OF MARINA IN JANUARY 1998.

JOHN M. VAN ZANDER
P.C.E. #15310
STATE OF CALIFORNIA
EXPIRES 31 MARCH 1997

L.S. #3754
STATE OF CALIFORNIA
EXPIRES 30 JUNE 2000



RECORDER'S STATEMENT

FILED FOR RECORD AT THE REQUEST OF BESTOR ENGINEERS, INC. THIS _____ DAY OF _____ 1998, AT _____ IN VOLUME _____ OF SURVEYS MAPS AT PAGE _____ RECORDS OF MONTEREY COUNTY, CALIFORNIA.

BRUCE A. REEVES
COUNTY RECORDER

DEPUTY

SERIAL NO. _____

FEE \$ _____

COUNTY SURVEYOR'S STATEMENT

THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8766 OF THE LAND SURVEYOR'S ACT THIS _____ DAY OF _____ 1998.

COUNTY SURVEYOR

STATE OF CALIFORNIA
EXPIRES: _____

LEGEND

● SET 1/4" I.P. WITH PLASTIC PLUG "PCE 15310"

RECORD OF SURVEY

BOUNDARY OF A 27.235 AND 3.221 ACRE PARCEL BEING A PORTION OF FORT ORD MILITARY RESERVATION (AS SHOWN IN VOL. 10 OF SURVEYS, PAGE 1)

IN
MONTEREY CITY LANDS TRACT No. 1,
MONTEREY COUNTY, CALIFORNIA
FOR
CITY OF MARINA
BY

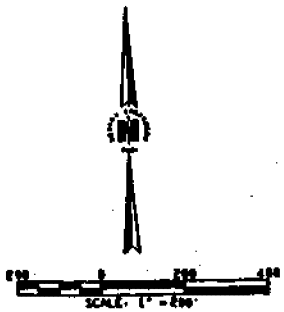
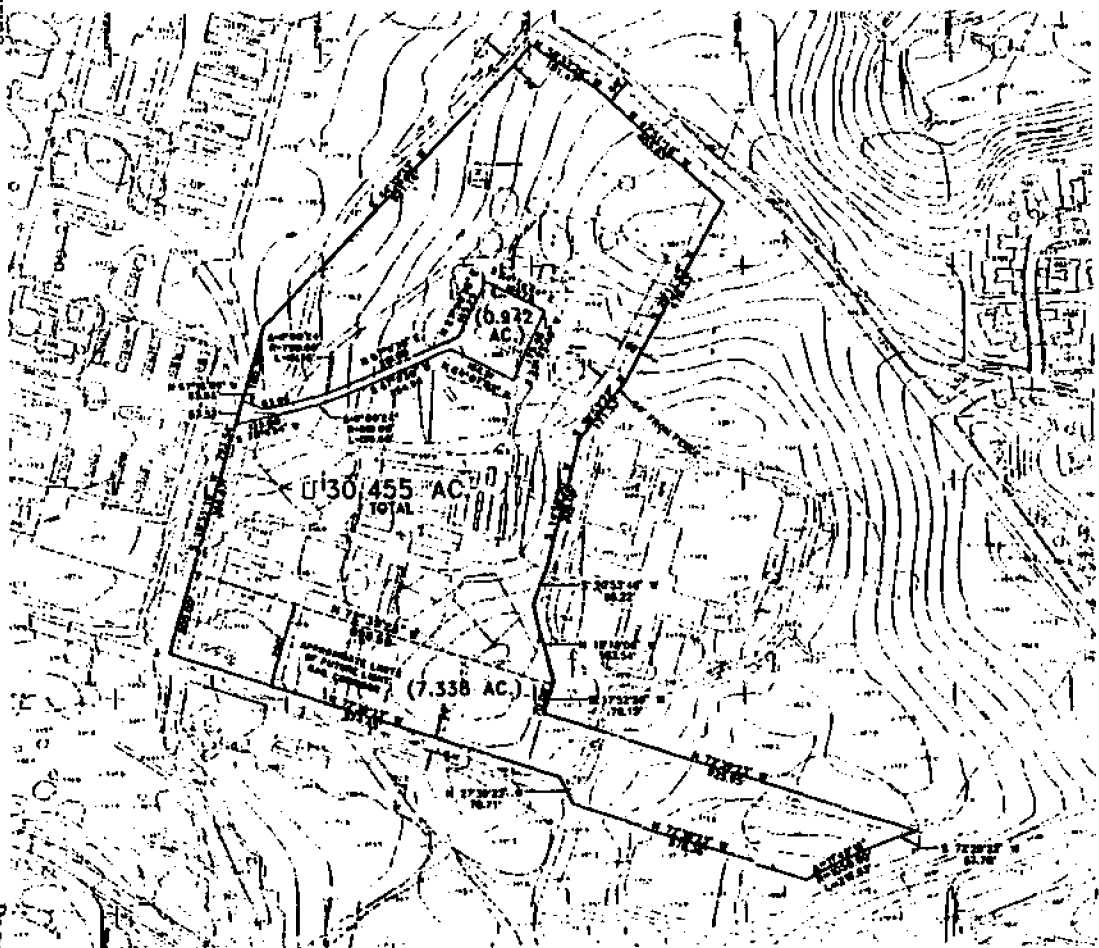


BESTOR ENGINEERS, INC.

CIVIL ENGINEERING - SURVEYING - LAND PLANNING
8701 BLUE LAMARSH LANE, MONTEREY, CALIFORNIA 93940
JANUARY 1998 SCALE: 1" = 200' W.O. 344313

SHEET 1 OF 1

Exhibit B



BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE GRID BEARING OF N 37°03'40" E BETWEEN CALIFORNIA HIGH PRECISION GEODETIC NETWORK (CHPN) CONTROL POINTS CA 11908 05 17 AND 7841 3430 11 7043. THE HORIZONTAL DATUM IS THE NORTH AMERICAN DATUM OF 1983 (NAD83). 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 SURVEY WERE ESTABLISHED USING GLOBAL POSITIONING SYSTEM (GPS) "FAST-STATIC" SURVEYING TECHNIQUES.

SURVEYOR'S STATEMENT

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYOR'S ACT AT THE REQUEST OF THE CITY OF MARINA IN JANUARY 1998.

JOHN M. VAN ZANDER
R.C.E. #15310
STATE OF CALIFORNIA
EXPIRES 31 MARCH 1997

L.S. #3754
STATE OF CALIFORNIA
EXPIRES 30 JUNE 1998

RECORDER'S STATEMENT

FILED FOR RECORD AT THE REQUEST OF BESTOR ENGINEERS, INC. THIS _____ DAY OF _____ 1998, AT _____ M., IN VOLUME _____ OF SURVEY MAPS AT PAGE _____ RECORDS OF MONTEREY COUNTY, CALIFORNIA.

BRUCE A. REEVES
COUNTY RECORDER

DEPUTY

SERIAL NO. _____ FEE: \$ _____

COUNTY SURVEYOR'S STATEMENT

THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 0766 OF THE LAND SURVEYOR'S ACT THIS _____ DAY OF _____ 1998.

COUNTY SURVEYOR _____ STATE OF CALIFORNIA
EXPIRES: _____

Exhibit C

PRINTED

JUL 02 1998

BESTOR ENGINEERS, INC.

RECORD OF SURVEY

BOUNDARY OF 30.455 ACRE PARCEL
BEING A PORTION OF FORT ORD MILITARY RESERVATION
(AS SHOWN IN VOL. 19 OF SURVEYS, PAGE 1)

IN
MONTEREY CITY LANDS TRACT No. 1,
MONTEREY COUNTY, CALIFORNIA
FOR
CITY OF MARINA



BESTOR ENGINEERS, INC.

CIVIL ENGINEERING - SURVEYING - LAND PLANNING
8794 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940

JANUARY 1998 W.O. 5443.13