

05-9-00
SEASIDE

WHEN RECORDED MAIL TO:

KUTAK ROCK LLP

1101 Connecticut Avenue, NW

10th Floor

Washington, DC 20036

ATTN: GEORGE SCHLOSSBERG, ESQ.

Joseph F. Pitta
Monterey County Recorder
Recorded at the request of
Stewart Title

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8/08/2000
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QUITCLAIM DEED FOR STILWELL PARK.

CITY OF SEASIDE

1
2 WHEN RECORDED RETURN TO:

3
4 KUTAK ROCK LLP
5 1101 CONNECTICUT AVENUE, NW
6 10TH FLOOR
7 WASHINGTON, DC 20036
8 ATTN: GEORGE SCHLOSSBERG, ESQ.
9
10
11

RECORDER STAMP

12
13 **QUITCLAIM DEED FOR STILWELL PARK**
14 **CITY OF SEASIDE**
15

16 **THIS DEED**, made and entered into between the **UNITED STATES OF**
17 **AMERICA**, acting by and through the **SECRETARY OF THE ARMY**, (hereinafter referred to
18 as the "**GRANTOR**"), under and pursuant to the power and authority contained in the Defense
19 Base Closure and Realignment Act of 1990, as amended (Public Law No. 101-510, 10 U.S.C.
20 §2687 note; hereinafter "**DBCRA**"), and the **FORT ORD REUSE AUTHORITY ("FORA")**,
21 created under Title 7.85 of the California Government Code, Chapters 1 through 7, inclusive,
22 commencing with Section 67650, *et seq.*, and selected provisions of the California Redevelopment
23 Law, including Division 24 of the California Health and Safety Code, Part 1, Chapter 4.5, Article 1,
24 commencing with Section 33492, *et seq.*, and Article 4, commencing with Section 33492.70, *et*
25 *seq.*, and recognized as the Local Redevelopment Authority for the former Fort Ord, California, by
26 the Office of Economic Adjustment on behalf of the Secretary of Defense (hereinafter referred to as
27 the "**GRANTEE**").
28

29 **WITNESSETH THAT:**
30

31 WHEREAS, the Secretary of the Army may convey surplus property to the Local
32 Redevelopment Authority at a closing military installation for economic development purposes
33 pursuant to the power and authority provided by Section 2905(b)(4) of the DBCRA and the
34 implementing regulations of the Department of Defense (32 CFR Part 91); and
35

36 WHEREAS, GRANTEE, by application, requested an economic development conveyance
37 of portions of the former Fort Ord, California consistent with the redevelopment plan prepared by
38 the GRANTEE; and
39

40 WHEREAS, GRANTOR and the GRANTEE have entered into a Memorandum of
41 Agreement Between the United States of America Acting By and Through the Secretary of the
42 Army, United States Department of the Army and the Fort Ord Reuse Authority For the Sale of
43 Portions of the former Fort Ord, California, dated the 20th day of June, 2000 (hereinafter referred to

**CITY OF SEASIDE
STILWELL PARK**

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1 as the "MOA") which sets forth the specific terms and conditions of the sale of portions of the
2 former Fort Ord located in Monterey County, California; and
3

4 WHEREAS, the California State Historic Preservation Officer has determined that no
5 structures, monuments, or other property within the subject Property, as hereinafter defined, were
6 identified as having any historical significance; and
7

8 WHEREAS, Fort Ord, California, has been identified as a National Priority List Site
9 under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA)
10 of 1980, as amended, the GRANTOR has provided the GRANTEE with a copy of the Fort Ord
11 Base Federal Facility Agreement (FFA) and all amendments thereto entered into by EPA Region
12 IX, the State of California, and the Department of the Army that were effective on November 19,
13 1990; and
14

15 WHEREAS, an Installation-Wide Multispecies Habitat Management Plan for former Fort
16 Ord, California (HMP) dated December, 1994 as revised and amended by the "Installation-Wide
17 Multispecies Habitat Management Plan for Former Fort Ord, California" dated April 1997, has
18 been developed to assure that disposal and reuse of Fort Ord lands is in compliance with the
19 Endangered Species Act (ESA), 16 U.S.C. 1531 *et seq.* Timely transfer of these lands and
20 subsequent implementation of the HMP is critical to ensure effective protection and conservation
21 of the former Fort Ord lands' wildlife and plant species and habitat values while allowing
22 appropriate economic redevelopment of Fort Ord and the subsequent economic recovery of the
23 local communities.
24

25 NOW, THEREFORE, the GRANTOR, for good and valuable consideration does hereby
26 grant, remise, release, and forever quitclaim unto the GRANTEE, its successors and assigns, all
27 such interest, rights, title, and claim as the GRANTOR has in and to the Property known as Stilwell
28 Park, more particularly described in Exhibit "A", attached hereto and made a part hereof.
29

30 **I. PROPERTY DESCRIPTION:**
31

32 The Property includes:
33

34 A. All buildings, facilities, roadways, and other improvements, including the storm
35 drainage systems and the telephone system infrastructure, belonging to the GRANTOR thereon,
36

37 B. All appurtenant easements and other rights appurtenant thereto and not otherwise
38 excluded herein, and
39

40 C. All hereditaments and tenements therein and reversions, remainders, issues, profits,
41 privileges and other rights belonging or related thereto.

II. APPURTENANT EASEMENTS:

A. GRANTOR hereby declares and grants to GRANTEE, a perpetual and assignable non-exclusive access easement over, across, under, and through all paved roads retained by the GRANTOR for access purposes, which easements shall run with the land and be perpetually in full force and effect.

B. The GRANTEE agrees to the following terms and conditions:

1. in the utilization of any easement rights granted herein, to exercise due care in the performance of excavations and other work required herein and to restore the easement lands following such work to a safe and usable condition;

2. to comply with all applicable federal, state and local laws and regulations;

3. to pay the GRANTOR the full value for all damages to the lands or other property of the United States caused by the GRANTEE or its employees, contractors, or employees of the contractors arising from its use, occupancy, or operations within the easement areas, provided that all work done as authorized under this grant of easement shall not be considered as damages to lands; and to indemnify the United States against any liability for damages to life, person, or property arising from the occupancy or use of the lands under the easements, except where such liability arises as a result of acts of the United States, its employees, or contractors, or where the easements are granted hereunder to a state or other governmental agency which has no legal power to assume such liability with respect to damages caused by it to lands and property, in which case such agency in lieu therefore agrees to pay all such damages;

4. to allow the occupancy and use by the GRANTOR, its grantees, permittees, or lessees of any part of the easement areas not actually occupied or required for the purpose of the full and safe utilization thereof by the GRANTEE, so long as such occupancy and use does not compromise the ability of the GRANTEE to use the easements for their intended purposes, as set forth herein;

5. that the easements granted shall be for the specific use described and may not be construed to include the further right to authorize any other use within the easements unless approved in writing by the fee holder of the land subject to the easement;

6. that any transfer of the easements by assignment, lease, operating agreement, or otherwise must include language that the transferee agrees to comply with and be bound by the terms and conditions of the original grant of easement;

1 7. that, unless otherwise provided, no interest granted shall give the GRANTEE any
2 right to remove any material, earth, or stone for consideration or other purpose except as necessary
3 in exercising its rights hereunder;
4

5 8. that a rebuttable presumption of abandonment of any of the easements is raised by
6 the failure of the GRANTEE to use for any continuous two (2) year period an easement for the
7 purpose for which it was granted hereby; and that, in the event of such abandonment, the
8 GRANTOR or its successor will notify the GRANTEE of its intention to terminate the easement
9 for abandonment sixty (60) days from the date of the notice, unless prior to the end of said sixty
10 (60) day period the GRANTEE either resumes its use of the easement or demonstrates conclusively
11 that said resumption of use will occur within a reasonable amount of time thereafter, not to exceed
12 an additional ninety (90) day period (for purposes of this subparagraph, flow of non-potable water
13 through the piping system shall constitute continuous use of the easement); and
14

15 9. to restore any easement area so far as it is reasonably possible to do so upon
16 abandonment or release of any easement as provided herein, unless this requirement is waived in
17 writing by the fee owner.
18

19 **III. EXCLUSIONS AND RESERVATIONS:**
20

21 This conveyance is made subject to the following **EXCLUSIONS** and **RESERVATIONS**:
22

23 A. All water allocations derived from the Salinas aquifer shall remain with the
24 GRANTOR consistent with the MOA. With regard to the ultimate disposition of any water and
25 water allocation rights, the GRANTOR shall cooperate with the GRANTEE, other grantees of
26 former Fort Ord property, and the Monterey County Water Resources Agency (MCWRA), in
27 seeking to ensure that GRANTEE and its successors and assigns, will continue to be provided an
28 equitable supply of the water at former Fort Ord.
29

30 B. With regard to the ultimate disposition of any rights or interests the GRANTOR has
31 in wastewater discharge rights provided by the Monterey Regional Water Pollution Control Agency
32 (MRWPCA), the GRANTOR shall cooperate with GRANTEE in accordance with the MOA, other
33 grantees of property at Fort Ord, and the MRWPCA, in seeking to ensure that GRANTEE and all
34 other Fort Ord grantees will continue to enjoy equitable utilization of the existing sewerage
35 treatment capacity, including existing connections to the Fort Ord sewerage collection system.
36

37 C. The GRANTOR retains ownership to all Government-owned sewer, and water
38 utility systems located on the Property. The retention point for the GRANTOR'S retained
39 ownership of the water systems will be to the meter location or future meter or utility box
40 location at a point on or near each building or facility. The retention point for the sewer is where
41 the laterals enter the collection lines. The GRANTOR reserves transferable easements and

1 access rights for all GRANTOR-owned utility systems and for utility company owned utility
2 systems:

3
4 The GRANTOR reserves assignable non-exclusive easements and rights-of-way,
5 15 feet in width, in, on, over and across the Property and centered on the existing
6 utility systems owned and retained by GRANTOR at the time of this conveyance
7 and located on the Property. Said easements and rights-of-way shall be for the
8 purpose of locating, constructing, operating, maintaining, altering, repairing and
9 patrolling utility systems together with the right to trim, cut, fell and remove
10 therefrom, consistent with the Installation-Wide Multispecies Habitat
11 Management Plan and applicable law governing protection of endangered species,
12 all trees, underbrush, obstructions and other vegetation, structures, or obstacles
13 within the limits of the easements and right-of-way; reserving, however, to
14 GRANTEE and its successors and assigns, the right to relocate such easements
15 and the rights-of-way at the expense of GRANTEE and its successors and
16 assigns; and reserving the right to the GRANTEE to use and cross such easements
17 and rights-of way; however, such rights of GRANTEE are subject to existing
18 easements and rights-of-way.
19

20 D. The Property is taken by the GRANTEE subject to any and all valid and existing
21 recorded outstanding liens, licenses, leases, easements, and any other encumbrances made for the
22 purpose of roads, streets, utility systems, rights-of-way, pipelines, and/or covenants, exceptions,
23 interests, liens, reservations, and agreements of record.
24

25 E. The GRANTOR reserves a perpetual unassignable right to enter the Property for the
26 specific purpose of treating or removing any unexploded shells, mines, bombs, or other such
27 devices deposited or caused by the GRANTOR.
28

29 F. Access to USA Media Group, LLC, or its successor in interest, TV cable lines is
30 reserved until expiration for its existing franchise agreement, November 19, 2005.
31

32 G. The reserved rights and easements set forth in this Section are subject to the
33 following terms and conditions:
34

35 1. to comply with all applicable federal law and lawful existing regulations;
36

37 2. to allow the occupancy and use by the GRANTEE, its successors, assigns,
38 permittees, or lessees of any part of the easement areas not actually occupied or required for the
39 purpose of the full and safe utilization thereof by the GRANTOR, so long as such occupancy and
40 use does not compromise the ability of the GRANTOR to use the easements for their intended
41 purposes, as set forth herein;
42

1 3. that the easements granted shall be for the specific use described and may not be
2 construed to include the further right to authorize any other use within the easements unless
3 approved in writing by the fee holder of the land subject to the easement;

4
5 4. that any transfer of the easements by assignment, lease, operating agreement, or
6 otherwise must include language that the transferee agrees to comply with and be bound by the
7 terms and conditions of the original grant;

8
9 5. that, unless otherwise provided, no interest granted shall give the GRANTOR
10 any right to remove any material, earth, or stone for consideration or other purpose except as
11 necessary in exercising its rights hereunder; and

12
13 6. to restore any easement area so far as it is reasonably possible to do so upon
14 abandonment or release of any easement as provided herein, unless this requirement is waived in
15 writing by the GRANTEE.

16
17 H. GRANTOR reserves mineral rights that GRANTOR owns presently or may at a
18 future date be determined to own, below 500 feet below the surface, with the right of surface entry
19 in a manner that does not unreasonably interfere with GRANTEE's development and quiet
20 enjoyment of the Properties.

21
22 **TO HAVE AND TO HOLD** the Property unto the GRANTEE and its successors and
23 assigns forever, provided that this deed is made and accepted upon each of the following notices,
24 covenants, restrictions, and conditions which shall be binding upon and enforceable against the
25 GRANTEE, its successors and assigns, in perpetuity, as follows:

26
27 **IV. "AS IS"**

28
29 The Property is conveyed in an "As Is, Where Is" condition without any representation,
30 warranty or guarantee, except as required pursuant to applicable law or as otherwise stated
31 herein, by the GRANTEE as to quantity, quality, title, character, condition, size, or kind, or that
32 the same is in condition or fit to be used for the purpose for which intended, and no claim for
33 allowance or deduction upon such grounds will be considered. There is no obligation on the part
34 of the GRANTOR to make any alterations, repairs, or additions, and said GRANTOR shall not
35 be liable for any latent or patent defects in the Property. This section shall not affect the
36 GRANTOR's responsibility under CERCLA or Section VI herein.

V. FEDERAL FACILITIES AGREEMENT (FFA)

By accepting this deed, the GRANTEE acknowledges that the GRANTEE has read the 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 the GRANTEE'S use of the Property. GRANTOR shall give GRANTEE reasonable notice of its actions required by the FFA and GRANTOR shall, consistent with the FFA, and at no additional cost to the GRANTOR, endeavor to minimize the disruption of the GRANTEE'S, its successors' or assigns' 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.

VI. CERCLA COVENANTS, NOTICE, AND ENVIRONMENTAL REMEDIATION

A. Pursuant to Section 120(h)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. Section 9601 *et seq.* ("CERCLA"), Finding of Suitability to Transfer (FOST) documents are attached as Exhibit "C" to the Deed; an Environmental Baseline Survey (EBS) report is referenced in the FOSTs and sets forth the existing environmental condition of the Property. The FOSTs set forth the basis for the Government's determination that the Property is suitable for transfer. The GRANTEE is hereby made aware of the notifications contained in the EBS and the FOSTs. The GRANTOR represents that the Property is environmentally suitable for transfer to GRANTEE for the purposes identified in the March 1997, Fort Ord Base Reuse Plan approved by the Fort Ord Reuse Authority. If, after conveyance of the Property to GRANTEE, there is an actual or threatened release of a hazardous substance on the Property, or in the event that a hazardous substance is discovered on the Property after the date of the conveyance, whether or not such substance was set forth in the technical environmental reports, including the EBS, GRANTEE or its successor or assigns shall be responsible for such release or newly discovered substance unless such release or such newly discovered substance was due to GRANTOR'S activities, ownership, use, presence on, or occupation of the Property, or the activities of GRANTOR'S contractors and/or agents. GRANTEE, its successors and assigns, as consideration for the conveyance, agrees to release GRANTOR from any liability or responsibility for any claims arising out of or in any way predicated on release of any hazardous substance on the Property occurring after the conveyance, where such substance was placed on the Property by the GRANTEE, or its agents or contractors, after the conveyance.

1 B. Based on the FOSTs, all Parcels have been assigned Department of Defense
2 Environmental Condition Category 1 (areas where no release or disposal of hazardous substances
3 or petroleum products has occurred).
4

5 C. GRANTOR covenants that any remedial action due to the former activity on the
6 Property by the GRANTOR found to be necessary after such date of transfer shall be performed
7 by the United States unless the person or entity to whom the Property is transferred is a
8 potentially responsible party under CERCLA with respect to the property.
9

10 D. GRANTEE covenants that the GRANTOR, its officers, agents, employees,
11 contractors and subcontractors, in accordance with section 120(h) of the Comprehensive
12 Environmental Response, Compensation and Liability Act, as amended, reserves a right of
13 access to any and all portions of the Property for purposes of environmental investigation,
14 remediation, or other corrective actions found to be necessary after the date of the conveyance of
15 the Property. The GRANTOR and the GRANTEE agree to cooperate in good faith to minimize
16 any conflict between necessary environmental investigation and remediation activities and
17 GRANTEE'S or any Sublessee's operations. Any inspection, survey, investigation, or other
18 response or remedial action will to the extent practicable, be coordinated with representatives
19 designated by GRANTEE. Pursuant to this reservation, the GRANTOR and its officers, agents,
20 employees, contractors, subcontractors shall have the right (upon reasonable notice to the
21 GRANTEE or the then owner and any authorized occupant of the Property) to enter upon the
22 Property, and perform surveys, drillings, testpitting, borings, data and/or record compilation, and
23 other activities related to environmental investigation, and to carry out remedial or removal
24 actions as required or necessary under applicable authorities, including but not limited to
25 installation of monitoring and extraction wells, and other treatment facility.
26

27 E. The GRANTOR covenants that upon completion of any removal or remediation
28 action that removes the risk giving rise to any restriction on future use or any limitation of
29 activities contained in a Deed or lease for the Property or in any other document relating to the
30 Property, the GRANTOR, without any payment of funds by the United States, agrees to
31 cooperate with the GRANTEE, its successors or assigns, in any application, permit, easement or
32 effort to obtain approval from appropriate Federal, state or local authorities for the purpose of
33 removing any such restriction or limitation, which the GRANTEE, its successors or assigns, shall
34 seek to remove or eliminate.
35

36 F. The GRANTOR recognizes its obligation to hold harmless, defend, and
37 indemnify the Authority and any successor, assignee, transferee, lender, or lessee of the
38 Authority or its successors and assigns, as required by Section 330 of the National Defense
39 Authorization Act of 1993, as amended (Pub. L. No. 102-484), and to otherwise meet its
40 obligations under Federal law.
41

VII. NOTICE OF THE PRESENCE OF ASBESTOS

A. The GRANTEE is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos-containing materials (ACM) have been found on the Property, as described more fully in the Final EBS, associated Asbestos Survey Reports of the Former Fort Ord and the attached FOST (Exhibit "B"). To the best of GRANTOR'S knowledge, the ACM on the Property does not currently pose a threat to human health or the environment.

B. The GRANTEE covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos; and that the GRANTOR assumes no liability for future remediation of asbestos or 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 after the date of this Deed, whether the GRANTEE, its successors or assigns have properly warned or failed to properly warn the individual(s) injured. The GRANTEE assumes no liability for damages or remediation for personal injury, illness, disability, death or property damage arising from (i) any exposure to asbestos or ACM that resulted prior to the GRANTOR'S conveyance of such portion of the Property to the GRANTEE pursuant to this Deed or any leases entered into between the GRANTOR and GRANTEE, or (ii) any disposal of asbestos or ACM, prior to the GRANTOR'S conveyance of the Property to the GRANTEE.

C. The GRANTEE acknowledges that it has had the opportunity to inspect the property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The failure of the GRANTEE to inspect or be fully informed as to the asbestos condition of all or any portion of the property will not constitute grounds for any claim or demand against the United States.

D. The GRANTEE, its successors and assigns are hereby informed that unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the EPA regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

E. The GRANTEE further agrees to indemnify and hold harmless the GRANTOR, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon,

1 exposure to asbestos on any portion of the Property after this conveyance of the Property to the
2 GRANTEE or any future remediation or abatement of asbestos or the need therefor. The
3 GRANTEE'S obligation hereunder shall apply whenever the United States incurs costs or
4 liabilities for actions giving rise to liability under this section.
5

6 **VIII. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT**
7

8 A. The GRANTEE, and its successors and assigns, are hereby informed and
9 acknowledge that buildings on the Property, constructed or rehabilitated prior to 1978, are
10 presumed to contain lead-based paint: GRANTEE, its successors and assigns are hereby
11 informed that lead from paint, paint chips, and dust can pose health hazards if not managed
12 properly. Every purchaser of any interest in Residential Real Property on which a residential
13 dwelling was built prior to 1978 is notified that such property may present exposure to lead from
14 lead-based paint that may place young children at risk of developing lead poisoning. Lead
15 poisoning in young children may produce permanent neurological damage, including learning
16 disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead
17 poisoning also poses a particular risk to pregnant women. The seller of any interest in residential
18 real property is required to provide the buyer with any information on lead-based paint hazards
19 from risk assessments or inspections in the seller's possession and notify the buyer of any known
20 lead-based paint hazards. "Residential Real Property" means any housing constructed prior to
21 1978, except housing for the elderly (households reserved for and composed of one or more
22 persons 62 years of age or more at the time of initial occupancy) or persons with disabilities
23 (unless any child who is less than 6 years of age resides or is expected to reside in such housing)
24 or any zero-bedroom dwelling.
25

26 B. Available information concerning known lead-based paint and/or lead-based paint
27 hazards, the location of lead-based paint and/or lead-based paint hazards, and the condition of
28 painted surfaces is contained in the Environmental Baseline Survey and (for residential
29 properties) the lead-based paint risk assessment, which have been provided to the GRANTEE.
30 Additionally, the federally-approved pamphlet on lead poisoning prevention and the FOST have
31 been provided to the GRANTEE. The GRANTEE hereby acknowledges receipt of all of the
32 information described in this Paragraph.
33

34 C. The GRANTEE, its successors and assigns, covenants and agrees that they shall
35 not permit the occupancy or use of any buildings or structures located on the Property, which
36 were constructed or rehabilitated prior to 1978, as residential real property without complying
37 with this Paragraph VIII. C. NOTICE OF THE PRESENCE OF LEAD BASED PAINT and all
38 applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or
39 lead-based paint hazards.
40

1 D. The GRANTEE covenants and agrees that it shall not permit the occupancy or use
2 of any buildings or structures on the Property as Residential Real Property without complying
3 with this section and all applicable federal, state, and local laws and regulations pertaining to
4 lead-based paint and /or lead based paint hazards. Prior to permitting the occupancy of
5 Residential Real Property, if required by law or regulation, the GRANTEE, its successors and
6 assigns, at its sole expense, will: (i.) inspect for the presence of lead-based paint and/or lead-
7 based paint hazards; (ii.) abate and eliminate lead-based paint hazards in accordance with all
8 applicable laws and regulations; and (iii.) comply with all applicable notice and disclosure
9 requirements under applicable federal and state law. The GRANTEE agrees to be responsible for
10 all remediation of lead-based paint or lead-based paint hazards found to be necessary on the
11 Property after conveyance to the GRANTEE.
12

13 E. The GRANTOR assumes no liability for remediation or damages for personal
14 injury, illness, disability, or death, to the GRANTEE , its successors or assigns, sublessees or to
15 any other person, including members of the general public, arising from or incident to lead-based
16 paint located on the Property. The GRANTEE further agrees to indemnify and hold harmless the
17 GRANTOR, its officers, agents and employees, from and against all suits, claims, demands or
18 actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner
19 predicated upon, remediation, personal injury, death or property damage resulting from, related
20 to, caused by or arising out of lead-based paint on the Property. The GRANTEE'S obligation
21 hereunder shall apply whenever the United States of America incurs costs or liabilities for
22 actions giving rise to liability under this section. However, the GRANTEE assumes no liability
23 for (i) remediation or damages for personal injury, illness, disability or death suffered or incurred
24 by the GRANTOR, its officers, agents and employees or by any other person, including members
25 of the general public, arising from any exposure of any person to lead-based paint on any portion
26 of the Property occurring prior to the date of conveyance of such portion of the Property to the
27 GRANTEE, or (ii) any failure of the GRANTOR to comply with any legal requirements
28 applicable to lead-based paint conditions on any portion of the Property prior to the
29 GRANTOR'S conveyance of such portion of the Property to the GRANTEE pursuant to the
30 Agreement, or (iii) any lead-based paint or lead-based paint hazards which were located on the
31 Property at any time prior to the date of the GRANTOR'S transfer of the applicable portion of
32 the Property but are no longer located thereon at the time of such lease or transfer, or (iv) any
33 disposal, prior to the GRANTOR'S transfer of the applicable portion of the Property, of any
34 lead-based paint or materials contaminated by lead-based paint.
35

36 F. The GRANTEE'S obligation hereunder shall apply whenever the United States of
37 America incurs costs or liabilities for actions giving rise to liability under this section.
38

39 G. The covenants, restrictions, and requirements of this Paragraph shall be binding
40 upon the GRANTEE, its successors and assigns, and shall be deemed to run with the land.
41

IX. NOTICE OF THE PRESENCE OF PESTICIDES AND COVENANT

A. The GRANTEE is hereby informed that pesticides may be present on the Property, the presence of pesticides does not currently pose a threat to human health or the environment, and the use and application of any pesticide product by the GRANTOR was in accordance with its intended purpose, and in accordance with CERCLA § 107 (i), which states:

"No person (including the United States or any State or Indian tribe) may recover under the authority of this section for any response costs or damages resulting from the application of a pesticide product registered under the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. 136 *et seq.*). Nothing in this paragraph shall affect or modify in any way the obligations or liability of any person under any other provision of State or Federal law, including common law, for damages, injury, or loss resulting from a release of any hazardous substance or for removal or remedial action or the costs of removal or remedial action of such hazardous substance."

B. Pesticides use on the Property are listed in the attached FOST (Exhibit "B"). Upon request, the GRANTOR agrees to furnish to the GRANTEE any and all records in its possession related to the use of the pesticides necessary for the continued compliance by the GRANTEE with applicable laws and regulations related to the use of pesticides.

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

X. ORDNANCE AND EXPLOSIVES (OE)

An archival search conducted during compilation of the Fort Ord Comprehensive Environmental Response Facilitation Act (CERFA) Report found there were **no OE related training areas within the Property**. In the event GRANTEE, its successors, and assigns, should discover any ordnance on the Property, it shall not attempt to remove or destroy it, but shall immediately notify the local Police Department and the Directorate of Law Enforcement at the Presidio of Monterey and competent GRANTOR or GRANTOR designated explosive ordnance professional will be dispatched promptly to dispose of such ordnance properly at no expense to the GRANTEE, whenever OE may be discovered.

XI. ENDANGERED SPECIES

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

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

B. The Biological Opinion identifies sensitive biological resources that may be salvaged for use in restoration activities within reserve areas, and allows for development of the Parcels.

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

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

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

F. The HMP does not authorize incidental take of any species listed as threatened or endangered under the ESA by entities acquiring land at the former Fort Ord. The USFWS has recommended that all non federal entities acquiring land at former Fort Ord apply for ESA Section 10(a)(1)(B) incidental take permits for the species covered in the HMP. The definition of "take" under the ESA includes to harass, harm, hunt, shoot, would, kill, trap, capture, or

1 collect, or attempt to engage in any such conduct. Although the USFWS will not require further
2 mitigation from entities that are in conformance with the HMP, those entities without incidental
3 take authorization would be in violation of the ESA if any of their actions resulted in the take of
4 a listed animal species, To apply for a Section 10(a)(1)(B) incidental take permit, an entity must
5 submit an application form (Form 3-200), a complete description of the activity sought to be
6 authorized, the common and scientific names of the species sought to be covered by the permit,
7 and a conservation plan (50 CFR 17.22[b]).
8

9 G. The GRANTEE acknowledges that it has signed the HMP dated April 1997 and
10 will cooperate with adjacent property owners in implementing mitigation requirements identified
11 in the HMP for adjacent sensitive habitat areas.
12

13 **XII. AIR NAVIGATION RESTRICTION** 14

15 The Monterey Airport and the former Fritzsche Airfield now known as the Marina
16 Municipal Airport are in close proximity of the subject property. Accordingly, in coordination with
17 the Federal Aviation Administration, the GRANTEE, covenants and agrees, on behalf of it, its
18 successors and assigns and every successor in interest to the Property wherein described, or any
19 part thereof, that, when applicable, there will be no construction or alteration unless a determination
20 of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with
21 Title 14, Code of Federal Regulations, Part 77, entitled, Objects Affecting Navigable Airspace, or
22 under the authority of the Federal Aviation Act of 1968, as amended.
23

24 **XIII. ENFORCEMENT AND NOTICE REQUIREMENT** 25

26 A. The provisions of this Deed benefit the governments of the United States of
27 America, the State of California, acting on behalf of the public in general, the local governments,
28 and the lands retained by the GRANTOR and, therefore, are enforceable, by resort to specific
29 performance or legal process by the United States, the State of California, the local Governments,
30 and by the GRANTEE, and its successors and assigns. Enforcement of this Deed shall be at the
31 discretion of the parties entitled to enforcement hereof, and any forbearance, delay or omission to
32 exercise their rights under this Deed in the event of a breach of any term of this Deed, shall not be
33 deemed to be a waiver by any such party of such term or of any subsequent breach of the same or
34 any other terms, or of any of the rights of said parties under this Deed. All remedies available
35 hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA.
36 The enforcement rights set forth in this deed against the GRANTEE, or its successors and assigns,
37 shall only apply with respect to the Property conveyed herein and held by such GRANTEE, its
38 successor or assign, and only with respect to matters occurring during the period of time such
39 GRANTEE, its successor or assign, owned or occupied such Property or any portion thereof.
40

1 B. The GRANTEE, its successors or assigns, shall neither transfer the Property, or any
2 portion thereof, nor grant any interest, privilege, or license whatsoever in connection with the
3 Property without the inclusion, to the extent applicable to the Property or any portion thereof, of the
4 environmental protection provisions contained in Paragraphs, Exclusions and Reservations,
5 CERCLA Covenants, Notices and Environmental Remediation; Notice of Presence of Asbestos,
6 Ordnance and Explosives; Endangered Species, Air Navigation Restriction, and shall require the
7 inclusion, to the extent applicable, of such environmental protection provisions in all further deeds,
8 transfers, leases, or grant of any interest, privilege, or license.

9
10 C. The obligations imposed in this Paragraph upon the successors or assigns of
11 GRANTEE shall only extend to the property conveyed to any such successor or assign.
12

13 **XIV. NOTICE OF NON-DISCRIMINATION**

14

15 With respect to activities related to the Property, the GRANTEE covenants for itself, its
16 successors and assigns, that the GRANTEE, and such successors and assigns, shall not discriminate
17 upon the basis of race, color, religion, sex, age, handicap, or national origin in the use, occupancy,
18 sale or lease of the Property, or in their employment practices conducted thereon in violation of the
19 provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. Section 2000d); the
20 Age Discrimination Act of 1975 (42 U.S.C. Section 6102); and the Rehabilitation Act of 1973, as
21 amended (29 U.S.C. Section 794). The GRANTOR shall be deemed a beneficiary of this covenant
22 without regard to whether it remains the owner of any land or interest therein in the locality of the
23 Property hereby conveyed, and shall have the sole right to enforce this covenant in any court of
24 competent jurisdiction.
25

26 **XV. ANTI-DEFICIENCY ACT STATEMENT**

27

28 The Army's obligation to pay or reimburse any money under this Quitclaim Deed of
29 Conveyance is subject to the availability of appropriated funds to the Department of the Army,
30 and nothing in this Quitclaim Deed of Conveyance shall be interpreted to require obligations or
31 payments by the United States in violation of the Anti-Deficiency Act.
32

33 **XVI. GENERAL PROVISIONS**

34

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

1
2 B. SEVERABILITY. If any provision of this Deed, or the application of it to any
3 person or circumstance, is found to be invalid, the remainder of the provisions of this Deed, or the
4 application of such provisions to persons or circumstances other than those to which it is found to
5 be invalid, as the case may be, shall not be affected thereby.
6

7 C. NO FORFEITURE. Nothing contained herein will result in a forfeiture or reversion
8 of title in any respect.
9

10 D. CAPTIONS. The captions in this Deed have been inserted solely for convenience
11 of reference and are not a part of this Deed and shall have no effect upon construction or
12 interpretation.
13

14 E. RIGHT TO PERFORM. Any right which is exercisable by the GRANTEE, and its
15 successors and assigns, to perform under this Deed may also be performed, in the event of default
16 by the GRANTEE, or its successors and assigns, by a lender of the GRANTEE and its successors
17 and assigns.
18

19 **XVII. THE CONDITIONS, RESTRICTIONS, AND COVENANTS**
20

21 The conditions, restrictions, and covenants set forth in this deed are a binding servitude on
22 the herein conveyed Property and will be deemed to run with the land in perpetuity. Restrictions,
23 stipulations and covenants contained herein will be inserted by the GRANTEE verbatim or by
24 express reference in any deed or other legal instrument by which it divests itself of either the fee
25 simple title or any other lesser estate in the Property or any portion thereof. All rights and powers
26 reserved to the GRANTOR, and all references in this deed to GRANTOR shall include its
27 successor in interest. The GRANTOR may agree to waive, eliminate, or reduce the obligations
28 contained in the covenants, **PROVIDED, HOWEVER**, that the failure of the GRANTOR or its
29 successor to insist in any one or more instances upon complete performance of any of the said
30 conditions shall not be construed as a waiver or a relinquishment of the future performance of any
31 such conditions, but the obligations of the GRANTEE, its successors and assigns, with respect to
32 such future performance shall be continued in full force and effect.
33
34
35

[Signature Pages Follow]

CITY OF SEASIDE
STILWELL PARK

DACA05-9-00-___

1
2 IN WITNESS WHEREOF, the GRANTOR, the UNITED STATES OF AMERICA,
3 acting by and through the SECRETARY OF THE ARMY, has caused these presents to be
4 executed this 3rd day of August, 2000.
5
6

7 UNITED STATES OF AMERICA
8
9

10
11 By: Paul W. Johnson
12 Paul W. Johnson
13 Deputy Assistant Secretary of the Army (I&H)
14
15
16
17
18

19 COMMONWEALTH OF VIRGINIA)
20) ss
21 COUNTY OF ARLINGTON)
22
23
24

25 On 3 August 2000 before me, the undersigned, a Notary Public in and for said
26 state, personally appeared Paul W. Johnson personally known to me (or proved to me on the basis
27 of satisfactory evidence) to be the person whose name is subscribed to the within instrument and
28 acknowledged to me that he executed the same in his authorized capacity, and that by his signature
29 on the instrument the person, or the entity upon behalf of which the person acted, executed the
30 instrument.
31
32

33 WITNESS my hand and official seal.
34
35
36
37
38

Myrna C. Phifer
Notary Public, Commonwealth of Virginia
Embossed Hereon Is My
Commonwealth of Virginia Notary Public Seal
My Commission Expires November 30, 2002
MYRNA C. PHIFER

ACCEPTANCE:

In Testimony Whereof, witness the signature of the Fort Ord Reuse Authority ("Authority"), an organization organized and existing under the laws of the State of California under the Fort Ord Reuse Authority Act created under Title 7.85 of the California Government Code, Chapters 1 through 7, inclusive, commencing with Section 67650, *et seq.*, and selected provisions of the California Redevelopment Law, including Division 24 of the California Health and Safety Code, Part 1, Chapter 4.5, Article 1, commencing with Section 33492, *et seq.*, and Article 4, commencing with Section 33492.70, *et seq.*, this 8th day of August, 2000 hereby accepts and approves this Quitclaim Deed for itself, its successors and assigns, and agrees to all the conditions, reservations, restrictions, and terms contained therein.

FORT ORD REUSE AUTHORITY
LOCAL REDEVELOPMENT AUTHORITY

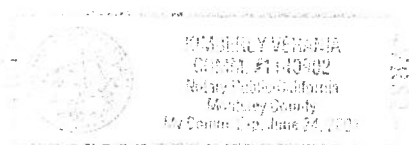
By: 

Michael A. Houlemard, Jr.
Executive Officer

STATE OF CALIFORNIA)
) ss
COUNTY OF MONTEREY)

On Aug. 8, 2000 before me, the undersigned, a Notary Public in and for said state, personally appeared Michael A. Houlemard, Jr. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.




Notary Public, State of California

**CITY OF SEASIDE
STILWELL PARK**

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EXHIBIT A: STILWELL PARK

LEGAL DESCRIPTION

Order No.: 00010601

The land referred to herein is situated in the State of California, County of MONTEREY, City of SEASIDE described as follows:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN CITY OF SEASIDE, COUNTY OF MONTEREY, STATE OF CALIFORNIA, BEING A PORTION OF FORT ORD MILITARY RESERVATION IN RANCHO NOCHE BUENA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF STILWELL SCHOOL AS SHOWN AND DELINEATED UPON THAT CERTAIN RECORD OF SURVEY ENTITLED "RECORD OF SURVEY SHOWING THE PERIMETER BOUNDARY OF 40.092 ACRE AND 15.113 ACRE PARCELS, BEING A PORTION OF FORT ORD MILITARY RESERVATION IN RANCHO NOCHE BUENA, MONTEREY COUNTY, CALIFORNIA FOR MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT", FILED IN VOLUME 19 SURVEY MAPS AT PAGE 22, ON NOVEMBER 16, 1994 MONTEREY COUNTY RECORDS;

THENCE FROM SAID POINT OF BEGINNING, ALONG THE NORTHERLY AND WESTERLY BOUNDARY OF AFOREMENTIONED STILWELL SCHOOL, NORTH 74° 30' 00" WEST, A DISTANCE OF 755.00 FEET; THENCE SOUTH 23° 14' 55" WEST, A DISTANCE OF 714.36 FEET TO CORNER NUMBER 58 AS SHOWN AND DELINEATED UPON THAT CERTAIN RECORD OF SURVEY FILED IN VOLUME 21 OF SURVEY MAPS AT PAGE 83, ON JANUARY 9, 1998, MONTEREY COUNTY RECORDS; THENCE ALONG THE NORTHEASTERLY LINE OF PARCEL 3 AND PARCEL 2, AS SHOWN AND DELINEATED UPON THAT CERTAIN RECORD OF SURVEY FILED IN VOLUME 21 OF SURVEY MAPS PAGE 83, THE FOLLOWING EIGHT COURSES,

- (1) NORTH 74° 30' 00" WEST, A DISTANCE OF 618.15 FEET;
- (2) NORTH 81° 32' 49" WEST, A DISTANCE OF 235.35 FEET;
- (3) NORTH 52° 45' 18" WEST, A DISTANCE OF 177.95 FEET;
- (4) SOUTH 76° 59' 04" WEST, A DISTANCE OF 228.07 FEET;
- (5) NORTH 27° 27' 31" WEST, A DISTANCE OF 412.82 FEET;
- (6) NORTH 31° 43' 17" WEST, A DISTANCE OF 291.49 FEET;
- (7) NORTH 09° 58' 35" EAST, A DISTANCE OF 682.28 FEET AND
- (8) NORTH 13° 15' 27" EAST, A DISTANCE OF 607.99 FEET; THENCE

Continued on next page

LEGAL DESCRIPTION - continued
Order No.:00010601

SOUTH 87° 33' 00" EAST, A DISTANCE OF 1151.61 FEET; THENCE NORTH 02° 27' 00" EAST, A DISTANCE OF 63.99 FEET; THENCE SOUTH 87° 33' 00" EAST, A DISTANCE OF 935.57 FEET; THENCE SOUTH 04° 34' 27" EAST, A DISTANCE OF 153.77 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE; THENCE SOUTHERLY AND SOUTHEASTERLY A DISTANCE OF 890.57 FEET ALONG THE CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 950.00 FEET AND A CENTRAL ANGLE OF 53° 42' 41"; THENCE SOUTH 58° 17' 08" EAST TANGENT TO SAID CURVE, A DISTANCE OF 87.43 FEET; THENCE SOUTH 23° 14' 55" WEST, A DISTANCE OF 495.94 FEET; THENCE NORTH 66° 45' 05" WEST, A DISTANCE OF 22.00 FEET; THENCE SOUTH 23° 14' 55" WEST, A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING. CONTAINING 101.75 ACRES, MORE OR LESS.

SAID LAND IS DELINEATED ON THAT CERTAIN RECORD OF SURVEY MAP FOR "STILWELL KIDNEY - SEASIDE II" FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY MONTEREY, STATE OF CALIFORNIA, ON MAY 5, 2000 IN VOLUME 23 OF SURVEY MAPS AT PAGE 78.

A.P.N.: 031-041-009 (PORTION)

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 FORT ORD REUSE AUTHORITY IN JULY 1999.

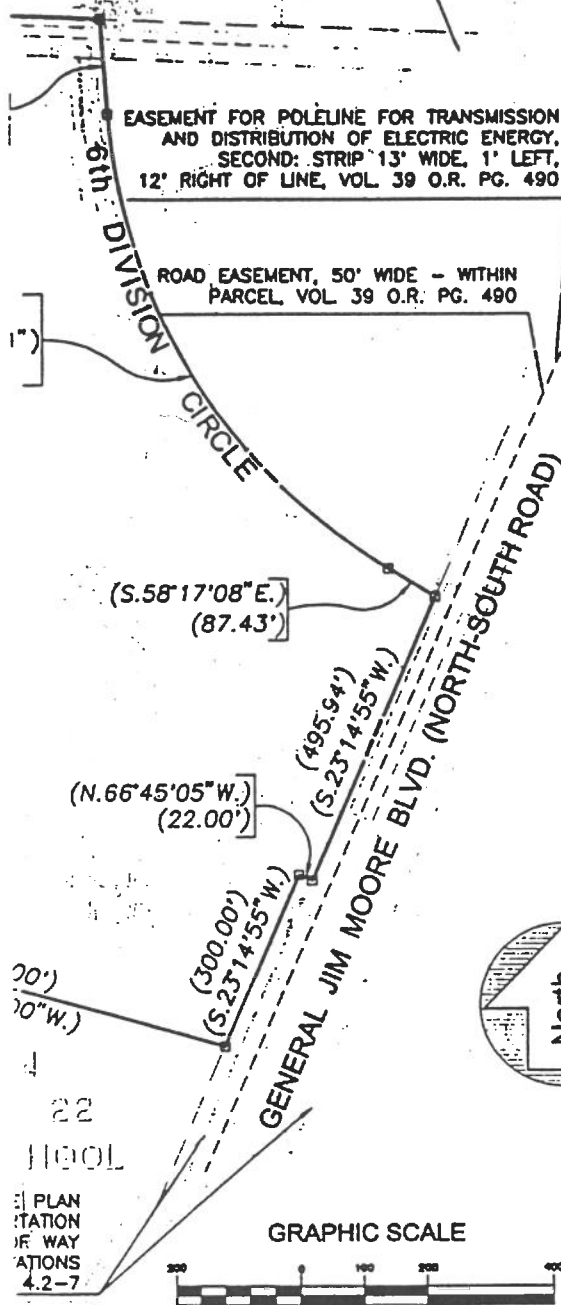
John T. Seace
JOHN T. SEACE
L.S. 4325
STATE OF CALIFORNIA
EXPIRES 30 JUNE 2000



EASEMENT FOR POLES OR TOWERS, "J4",
STRIP 40' WIDE, 20' EACH SIDE,
VOL 275 O.R. PG. 328

EASEMENT FOR POLELINE FOR TRANSMISSION
AND DISTRIBUTION OF ELECTRIC ENERGY,
SECOND: STRIP 13' WIDE, 1' LEFT,
12' RIGHT OF LINE, VOL 39 O.R. PG. 490

ROAD EASEMENT, 50' WIDE - WITHIN
PARCEL, VOL 39 O.R. PG. 490



RECORDER'S STATEMENT

FILED FOR RECORD AT THE REQUEST OF FORT ORD REUSE AUTHORITY
THIS 5th DAY OF MAY, 2000, AT 12:20 P.M., IN VOLUME 23
OF SURVEYS MAPS AT PAGE 78, RECORDS OF MONTEREY COUNTY,
CALIFORNIA.

JOSEPH F. PITTA
COUNTY RECORDER

Barbara Valpin
DEPUTY

SERIAL NO. 2000029162

FEE: \$ \$7.00

COUNTY SURVEYOR'S STATEMENT

THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8766
OF THE LAND SURVEYOR'S ACT THIS 5th DAY OF MAY,
2000.

COUNTY SURVEYOR

Michael K. Welch
MICHAEL K. WELCH, L.S. 3485
DEPUTY COUNTY SURVEYOR



RECORD OF SURVEY

SHOWING
BOUNDARY OF A 101.75 ACRE PARCEL OF LAND
FOR ECONOMIC DEVELOPMENT CONVEYANCE,
"STILWELL KIDNEY - SEASIDE II"
BEING A PORTION OF
FORT ORD MILITARY RESERVATION
AS SHOWN IN
(VOLUME 19 OF SURVEYS, PAGE 1)
IN
RANCHO NOCHE BUENA,
MONTEREY CITY LANDS TRACT No. 1,
THE CITY OF SEASIDE, MONTEREY COUNTY,
CALIFORNIA
by



FEBRUARY 2000

SCALE: 1" = 200'

LEGEND

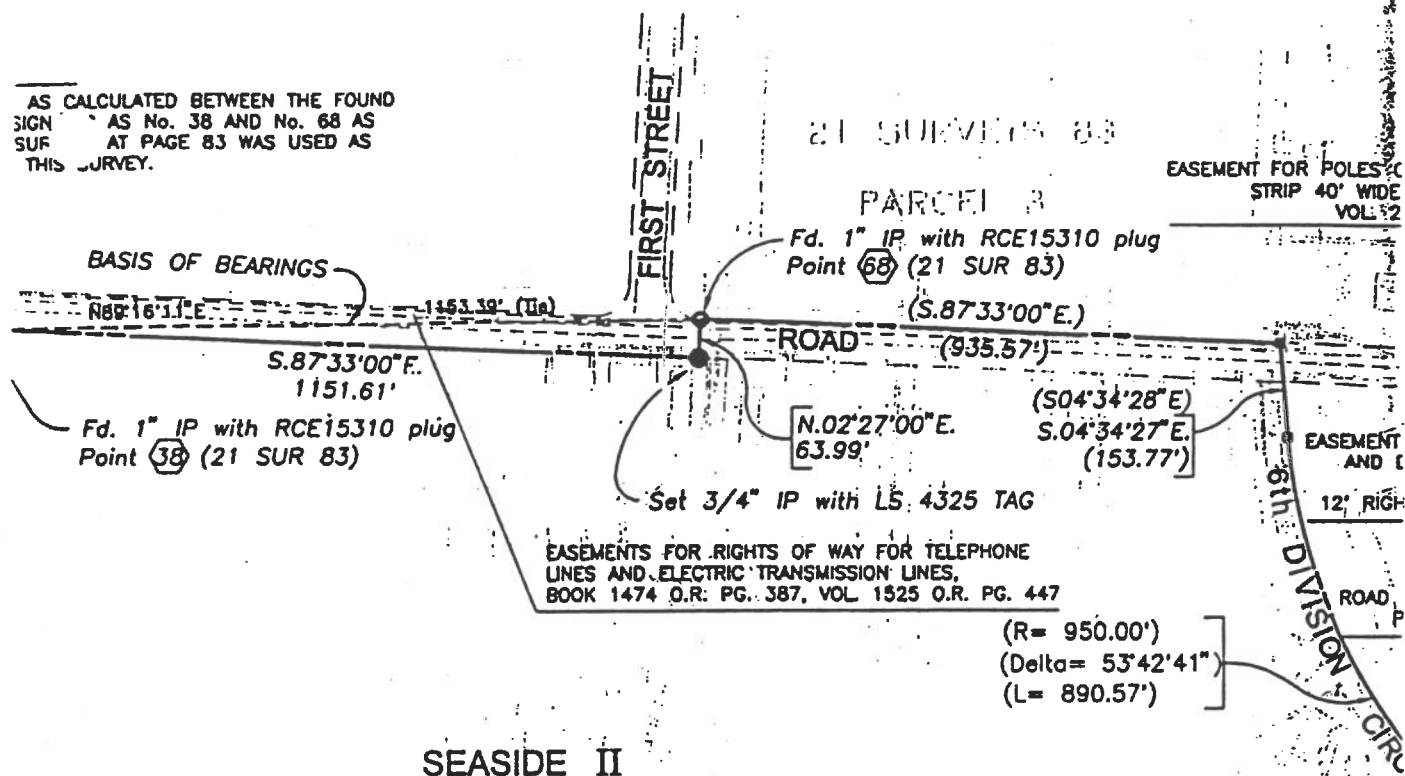
- () Record Data
 - Corner monument shown on 21 Surveys 83 not searched for or located as part of this survey
 - Found corner monument as noted
 - Set 3/4" I.P. w/ plastic plug LS 4325
- Distances are expressed in feet and decimals thereof.

GRAPHIC SCALE



(IN FEET)
1 inch = 200 ft.

AS CALCULATED BETWEEN THE FOUND
SIGN AS No. 38 AND No. 68 AS
SUR AT PAGE 83 WAS USED AS
THIS SURVEY.



31°43'17"W.)
91.49')

(N.66°45'05"W.)
(22.0)

(S.76°59'04"W.)
(228.07')

(N.52°45'18"W.)
(177.95')

(N.81°32'49"W.)
(235.35')

(618.15')
(N.74°30'00"W.)

(714.36')
(S.23°14'55"W.)

(755.00')
(N.74°30'00"W.)

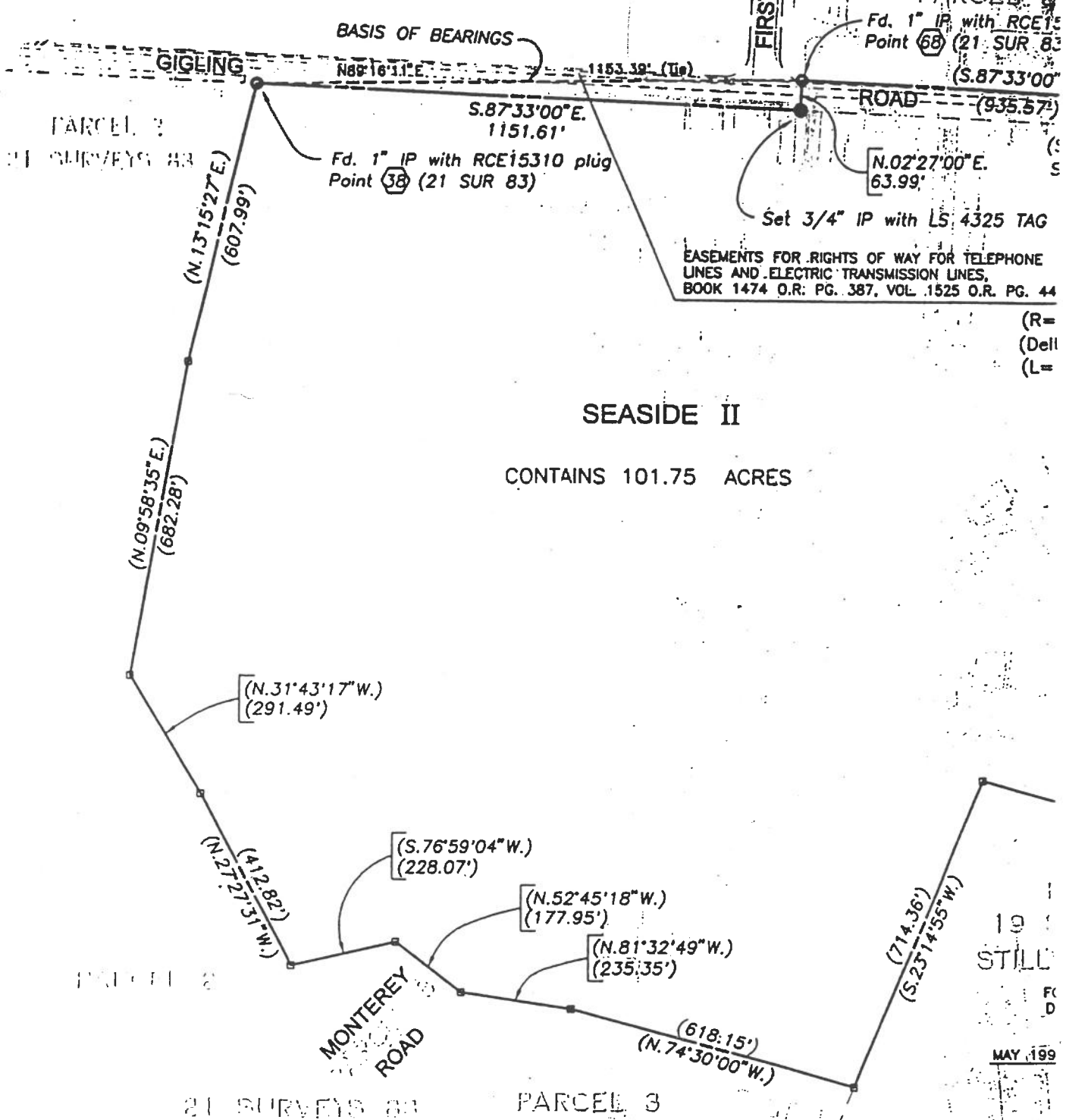
(300.00')

LEGEND

- () Record
- Corner searched
- Found c
- Set 3/4"
- Distance:

IASIS OF BEARINGS

THE BEARING OF N89°16'11"E AS CALCULATED BETWEEN THE FOUND POINTS ON GIGLING ROAD DESIGNATED AS No. 38 AND No. 68 AS SHOWN ON VOLUME 21 OF SURVEYS AT PAGE 83 WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.



THIS MAP IS FURNISHED AS A MATTER OF ACCOMMODATION ONLY, AND NO LIABILITY IS ASSUMED BY ITS ATTACHMENT TO THE POLICY OF TITLE INSURANCE OF STEWART TITLE GUARANTY COMPANY.

MONTEREY

BAY

SCALE: 1 IN. = 600 FT.

041

3

AREA 21.91 AC.

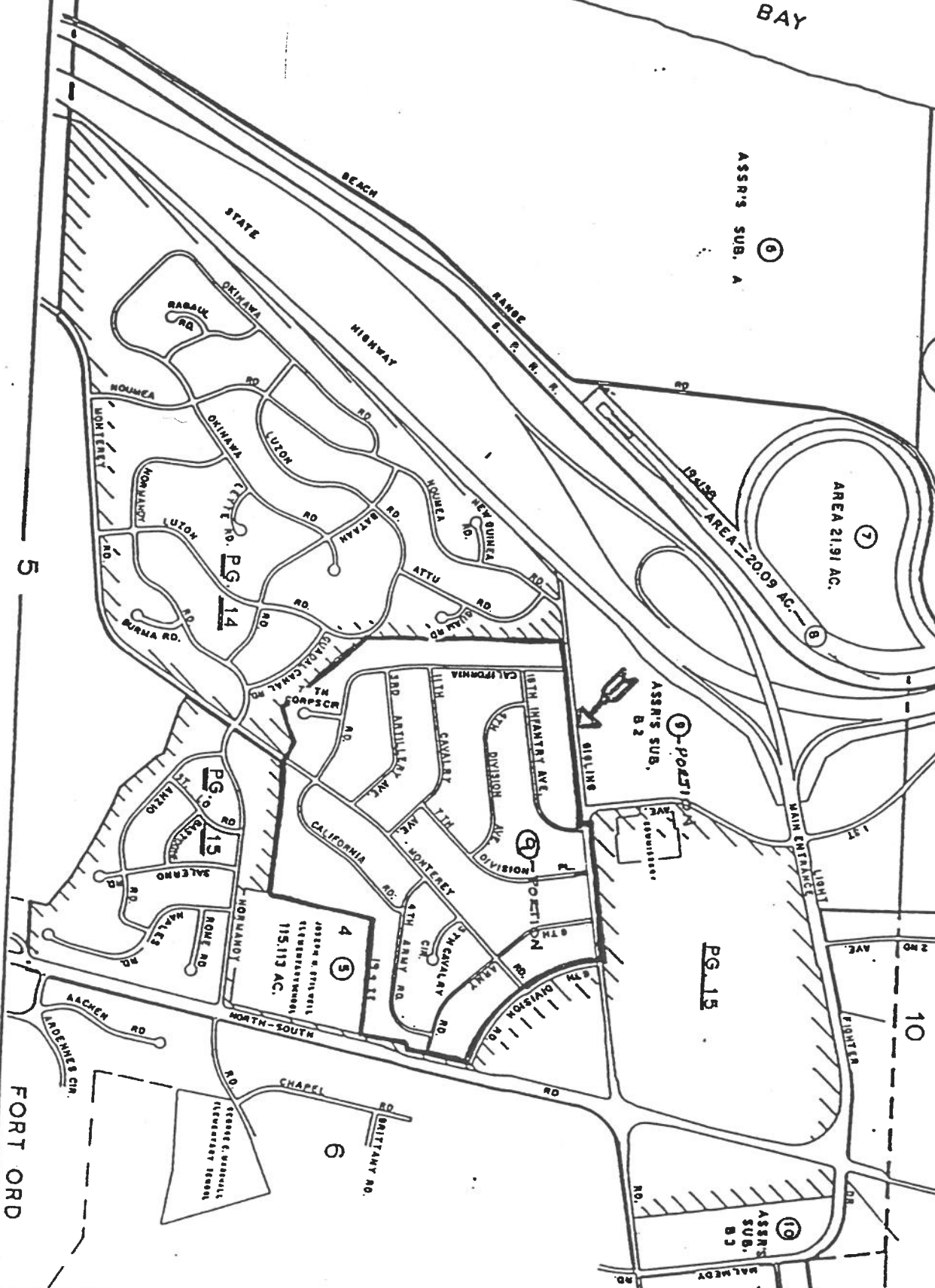
ASSR'S SUB. A

⑩

PG. 15

TAX RATE AREA

COUNTY OF MONTEREY
ASSR'S MAP
BOOK 31 PAGE 4



**CITY OF SEASIDE
STILWELL PARK**

DACA05-9-00-__

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EXHIBIT B: FOST

**FINDING OF SUITABILITY TO TRANSFER (FOST)
PRESTON AND STILWELL PARK DISPOSAL POLYGONS
FORMER FORT ORD, CALIFORNIA**

On the basis of the Community Environmental Response Facilitation Act (CERFA) Report for Fort Ord, I have determined that the Preston and Stilwell Park Disposal Polygons (the Property), at former Fort Ord, California, are suitable for transfer to the Fort Ord Reuse Authority (FORA) for housing. The Property to be assigned and transferred includes approximately 95 buildings on 102.1 acres in the Preston Park housing area (Polygons E4.4 and E5b; Plate 1) and approximately 250 buildings on 101.8 acres in the Stilwell Park housing area (Polygon E20.b; Plate 2).

A determination of the environmental condition of the Property was made by the U.S. Department of the Army by reviewing existing environmental documents and completing associated visual site inspections (2/6/97; 8/29/97). The documents reviewed included the final Fort Ord CERFA Report (April 1994), U.S. EPA Region IX's concurrence to the CERFA Report (19 April 1994), various remedial investigation/feasibility studies (RI/FS) documents, and remedial action reports and subsequent approval memoranda. The results of the document review indicate that the Property is environmentally suitable for transfer. The results are as follows:

- Three hundred and forty-four single and multi-family housing units are located on Polygons E4.4 and E20.b (Plates 1 and 2; Tables 1 and 2). No structures are present on Polygon E5b.
- Asbestos surveys were completed for representative groups of housing units within the Preston Park Polygon and for all 250 housing units within the Stilwell Park Polygon. Of the seven housing units surveyed at Preston Park, none contained friable asbestos-containing materials (ACM). Six of the seven housing units were found to have asbestos-containing roofing mastic rated 13 (biannual inspection recommended). The roofing mastic was nonfriable and was in good condition at the time of the survey. Therefore, the remaining 88 housing structures are presumed to be similar with respect to ACM. Of the 250 housing units surveyed at Stilwell Park, one contained friable ACM (7239 in fair condition). Six units (7034, 7119, 7200, 7216, 7239 and 7241) contain friable and/or nonfriable ACM (resilient floor tile, mastic, or fibrous paper shields) rated 2 (immediate repair, short-term removal recommended). All remaining housing structures contained nonfriable ACM that was identified as being in good condition and rated 12 or 13. The Army does not intend to remove the ACM in any of these structures, but rather only discloses the condition. Prior to occupancy recipient must remediate ACM rated 2. Recommended inspection of ACM present in these buildings is the responsibility of the recipient.
- The housing units within the Preston Park Polygon were constructed between 1987 and 1990, and are not expected to contain lead-based paint (LBP). The housing units within the Stilwell Park Polygon were constructed in 1953. The Army does not intend to remove LBP in these structures, but rather disclose its condition. The paint on the Stilwell Park housing units is in poor to excellent condition. No sampling for lead in soil has occurred on the Property; however, soil samples have been collected from soil surrounding two adjacent housing units (7601, 7641). Eight composite soil samples were collected (four from each housing unit) and analyzed for lead. Total lead was detected in all eight composite samples at concentrations ranging from 14.7 to 77.8 milligrams per kilogram (mg/kg), with an average concentration of 44 mg/kg. The maximum background concentration for lead in shallow soil at Fort Ord is 51.8 mg/kg (Harding

Lawson Associates, *Draft Final Basewide Background Soil Investigation, Fort Ord, California [HLA, 1993]*, dated March 15, 1993). The federal preliminary remediation goal (PRG) for residential soil is 400 mg/kg. These samples were collected from soil surrounding houses that are not on the Property to be transferred, but are thought to be representative of similar conditions because of comparable types and dates of house construction. On the basis of these results, the BRAC Cleanup Team decided that, with regard to LBP in soil on the Property, no further action was necessary (August 29, 1997). Appropriate LBP notice is provided herein.

- No radon levels above 4 picocuries per liter (pCi/L) were detected on the Property during a 1990 survey.
- No radiological surveys have been conducted within the buildings because radioactive materials were reportedly not used or stored in the buildings.
- Routine application of pesticides occurred around the residential areas on the former Fort Ord, based on available pesticide applications records which date from 1985 to the present. The records show the type of pesticide used, location and date of application, final application concentration and the name of the applicator. All pesticides were used in accordance with labeled instructions. The following is a list of the pesticides applied in residential areas of Fort Ord during this time. These pesticides are still in use today and are considered safe for use in residential or outdoor areas.
 - Carbamates - methylcarbamates (Ficam, Baygon); carbaryl (Sevin); propoxur (Terminate)
 - Chlorpyrifos (Dursban, Empire)
 - Combination Pesticides - Purge (diazinon, pyrethrin, piperonyl butoxide); ULD-100 and Drione (pyrethrin, piperonyl butoxide and petroleum distillate); Precore (methoprene and permethrin)
 - Diazinon
 - Herbicides: glyphosate (Round-up, Rodeo); 2-4D; Amitrole; sulfometuron methyl (Oust)
 - Propetamphos (Safrotin)
 - Pyrethrum and synthetic Pyrethroids-pyrethrin; phenothrin; resmethrin; cypermethrin (Demon); cyfluthrin (Tempo)
 - Rodenticides: chlorophacinone; strychnine; brodifacoum; zinc phosphide
 - Thurgicide (Dipel)
- No polychlorinated biphenyl (PCB) transformers are on the Property, and no releases of PCB-contaminated dielectric fluids have been reported for the Property.

- Ordnance and explosives (OE) investigations, consisting of the Archive Search Report (ASR) and ASR Supplement No. 1 (December 1993 and November 1994, respectively), Site 39 Data Summary Work Plan (February 1994), OE contractor after-action reports (December 1994 and November 1995), working maps, Fort Ord Training Facilities Map, and associated interviews from various ordnance-related community relations activities, show no potential OE locations within the Stilwell and Preston Park Polygons. One potential OE location (OE Site 20) is located immediately adjacent to Stilwell Park (Plate 3). The OE site boundary shown on Plate 3 is based on the latest information (September 1997 map boundaries) provided by the OE removal contractor and the sources described above. Early preliminary surveys, including the ASR and ASR supplement (which included interviews with former Fort Ord employees), resulted in identification of a number of potential OE Sites. Some of the sites were identified by more than one source, resulting in multiple site boundaries for many of the potential OE sites. Subsequently, the Army conducted additional focused studies, including RI/FS studies associated with former OE use, an expanded ASR process, and OE sampling, mapping, global positioning systems (GPS) surveys, and OE removal actions which were performed as part of the Phase 1 and 2 Engineering Evaluation and Cost Analysis (EE/CA). These additional studies resulted in a refinement of the potential OE site boundaries. Plate 3 shows the current approximate extent of OE Site 20. Specific information regarding ordnance-related activities at OE Site 20 are provided in the Phase 1 EE/CA. The nearest potential OE site to the Preston Park Polygon is OE Site 13A. The eastern boundary of OE Site 13A is approximately 525 feet southwest of the Preston Park Disposal Polygon boundary (Plate 1). However, because OE was used throughout the history of Fort Ord, the potential exists for OE to be present on the Property. This notice will be included in the deed.
- No underground or aboveground storage tanks are present on the Property.
- No Installation Restoration Program (IRP) sites or solid waste management units (SWMUs) are located on the Property.
- The final CERFA report identifies the Preston Park Polygons as being within CERFA Parcel 220, and CERFA Qualified Parcel 142 (probable ACM). The CERFA report identified the Stilwell Park Polygon as being within CERFA Qualified Parcel 134 (probable LBP and ACM) and CERFA Parcel 213; the U.S. Environmental Protection Agency (EPA) Region IX and the State Department of Toxic Substances Control (DTSC) has concurred that these parcels are uncontaminated. As such, the Property would qualify for transfer under Section 120(h)(4) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).
- There was one former groundwater monitoring well on the Preston Park Polygon (E4.4; Plate 1). The monitoring well was destroyed during the construction of the Preston Park Housing area. The OU 2 groundwater plume does not extend beneath the Property.

National Environmental Policy Act (NEPA) requirements for this transfer were satisfied by the analysis conducted in the September 1996 Fort Ord Disposal and Reuse Supplemental Environmental Impact Statement (SEIS) and the June 1993 Fort Ord Disposal and Reuse EIS. Preston Park was analyzed in both documents for revised use and housing areas, respectively. Stilwell Park was evaluated in the original EIS for residential housing.

Clean Air Act General Conformity Rule requirements for this transfer were satisfied by a Record of Non-Applicability based upon an exemption for Property transfers where the proposed action is a transfer of ownership, interest, and title in the land, facilities, and associated real and personal Property.

On the basis of the above information, certain terms, conditions, reservations, restrictions, and notifications are required. Disclosure of conditions and use restrictions are described below and will be included in the deed.

NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT

1. The Grantee is hereby informed and does acknowledge that friable asbestos or asbestos-containing materials ("ACM") have been found on the Property, as described in the EBS. Except as provided for in (2) below, the ACM on the Property does not currently pose a threat to human health or the environment. Except as provided in (2) below, all friable asbestos that posed a risk to human health has either been removed or encapsulated.

2. Several buildings have been determined to contain friable and non-friable asbestos that may pose a threat to human health. Of the 250 housing units surveyed at Stilwell Park, one contained friable ACM (7239 in fair condition). Six units (7034, 7119, 7200, 7216, 7239 and 7241) contain friable and/or nonfriable ACM (resilient floor tile, mastic, or fibrous paper shields) rated 2 (immediate repair, short-term removal recommended). All remaining housing structures contained nonfriable ACM that was identified as being in good condition and rated 12 or 13. Detailed information is contained in the EBS. The Grantor has agreed to convey said buildings and structures to the Grantee, prior to remediation of asbestos hazards, in reliance upon the Grantee's express representation and promise that the Grantee will, prior to use or occupancy of said buildings, demolish said buildings or the portions thereof containing friable asbestos, disposing of ACM in accordance with applicable laws and regulations. With respect to the friable asbestos in said buildings and structures, the Grantee specifically agrees to undertake any and all abatement or remediation that may be required under CERCLA 120 (h) (3) or any other law or regulation. The Grantee acknowledges that the consideration for the conveyance of the Property was negotiated based upon the Grantee's agreement to the provisions contained in this Subsection VI.A.

3. The Grantee covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos; and that the Grantor assumes no liability for any future remediation of asbestos or 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 or ACM on the Property, whether the Grantee, its successors or assigns have properly warned or failed to properly warn the individual(s) injured. The Grantee agrees to be responsible for any future remediation of asbestos found to be necessary on the Property. The Grantee assumes no liability for damages for personal injury, illness, disability, death or property damage arising from (i) any exposure or failure to comply with any legal requirements applicable to asbestos on any portion of the Property arising prior to the Grantor's conveyance of such portion of the Property to the Grantee pursuant to this Deed, or (ii) any disposal, prior to the Grantor's conveyance of the Property of any asbestos or ACM.

4. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, building construction workplaces have been associated with asbestos-related diseases. Both Occupational Safety

and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

5. The Grantee acknowledges that it has inspected the property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto prior to accepting the responsibilities imposed upon the Grantee under this section. The failure of the Grantee to inspect, or to be fully informed as to the asbestos condition of all or any portion of the property offered, will not constitute grounds for any claim or demand against the United States, or any adjustment under this Deed or the MOA.

6. The Grantee further agrees to indemnify and hold harmless the Grantor, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon, exposure to asbestos on any portion of the Property after this conveyance of the Property to the Grantee or any future remediation or abatement of asbestos or the need therefor. The Grantee's obligation hereunder shall apply whenever the United States incurs costs or liabilities for actions giving rise to liability under this section.

NOTICE OF THE PRESENCE OF LEAD-BASED PAINT

A. The Grantee is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. "Residential Real Property" means any housing constructed prior to 1978, except housing for the elderly (households reserved for and composed of one or more persons 62 years of age or more at the time of initial occupancy) or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

B. Available information concerning known LBP and/or LBP hazards, the location of LBP or LBP hazards, and the condition of painted surfaces is contained in the U.S. Army Environmental Hygiene Agency report, *Industrial Hygiene Survey No. 55-71-R25A-94, Lead-Based Paint Inspection in Military Housing, Fort Ord, California, November 1, 1993- March 11, 1994*, dated June 6, 1994 and the Environmental Baseline Survey, which have been provided to the Grantee. All purchasers must also receive the federally approved pamphlet on lead poisoning prevention. No sampling for lead in soil has occurred on the Property. Lead sampling on similar parcels with like type and age of structures has shown concentrations in soil below levels of concern for residential use. The maximum background concentration for lead in shallow soil at Fort Ord is 51.8 mg/kg (HLA, 1993). The federal PRG for residential soil is 400 mg/kg. No other surveys or studies assessing the possible presence of lead-based

paint in former or existing buildings on the Property were performed by the Army. The Grantee hereby acknowledges receipt of the information described in this subparagraph.

C. The Grantee acknowledges that it has received the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards prior to execution of this Transfer.

D. The Grantee covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Real Property without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for residential habitation, the Grantee specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992) (hereinafter Title X). The Grantee shall, after consideration of the guidelines and regulations established pursuant to Title X and after consultation with the appropriate state environmental agency: (1) inspect for the presence of lead-based paint and/or lead-based-paint hazards; (2) abate and eliminate lead-based paint hazards; and (3) comply with all applicable notice and disclosure requirements under Title X and applicable state law. In complying with these requirements, the Grantee covenants and agrees to be responsible for any abatement or remediation of lead-based paint or lead-based paint hazards on the Property found to be necessary as a result of the subsequent use of the property for residential purposes.

E. The Grantee further agrees to indemnify and hold harmless the Army, its officers, agents and employees, from and against all suits, claims, demands, or actions, liabilities, judgments, costs and attorney's fees arising out of, or in a manner predicated upon personal injury, death or property damage resulting from, related to, caused by or arising out of lead-based paint or lead-based paint hazards on the Property if used for residential purposes.

NOTICE OF THE POTENTIAL FOR THE PRESENCE OF ORDNANCE AND EXPLOSIVES

Ordnance and explosives (OE) investigations indicate that OE is not likely on this Property. However, because this is a former military installation with a history of OE use there is a potential for OE to be present on the property. In the event Grantee or its successors and assigns should discover any ordnance on the Property, they shall not attempt to remove or destroy it, but shall immediately notify the local Police Department and the Directorate of Law Enforcement at the Presidio of Monterey. Competent U.S. Army Explosive Ordnance personnel will be dispatched promptly to dispose of such ordnance properly at no expense to the Grantee.

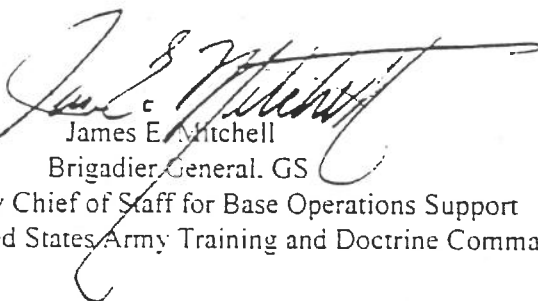
Comments received from U.S. EPA Region IX and California EPA DTSC on the Version 1 FOST were reviewed and incorporated where possible in the Version 2 FOST. All comments were resolved with the exception of one concerning certain language regarding asbestos and one regarding lead-based paint which are attached as unresolved comments.

On the basis of the above information, I conclude that the Preston Park and Stilwell Park Disposal Polygons (E4.4, E5a, E5b, and E20.b) should be assigned Department of Defense (DoD) Environmental Condition Category 1 (areas where no release or disposal of hazardous substances or petroleum products has occurred, [including no migration of these substances from adjacent to areas]) and is transferable

under Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Section (§)120(h)(4). The deed for this transaction will contain the following covenants:

- The covenant under CERCLA § 120 (h)(4)(B)(ii) warranting that any response action under CERCLA or corrective action found to be necessary after the date of transfer, shall be conducted by the United States.
- The covenant under CERCLA § 120 (h)(4)(C) granting the United States access to the Property in any case in which response action or corrective action is found to be necessary after the date of transfer.

02 MAR 1998



James E. Mitchell
Brigadier General, GS
Assistant Deputy Chief of Staff for Base Operations Support
Headquarters United States Army Training and Doctrine Command

UNRESOLVED AGENCY COMMENTS

US EPA 4 December 1997 Comment:

1) Transferee Responsibility / Indemnification for Asbestos:

Public Law 102-484, as amended by Public Law 103-160, provides for indemnification by the military services when property on closing military bases is transferred. This law provides that the military indemnify persons and entities acquiring ownership or control of property at a closing military base from liability for personal injury and property damage resulting from the release or threatened release of a hazardous substance (such as asbestos), unless the person or entity acquiring the property contributed to the release.

Consequently, EPA believes that the asbestos indemnification provision of the final FOST is not appropriate and must be eliminated from the FOST and the deed. If the FOST or the deed is to address the issue of liability for asbestos hazard, they should describe the statutory mechanism and advise the transferee that to the extent that the act or omission of the transferee contributes to the release of asbestos, the transferee will not be entitled to indemnification under the statute. EPA would be willing to work with the Army to craft language which provides protection for the Army which is consistent with the statutory indemnification provision.

2) Transferee Responsibility / Indemnification for LBP

EPA considers the presence of exterior lead-based paint (LBP) to pose a potential CERCLA release to the environment. There are currently indications of releases of lead associated with exterior LBP into the environment at the study areas covered by the subject FOST. Based on the available information regarding releases of lead associated with LBP at the facility, including the age of the structures (pre-1978) and soil sampling at similar structures considered to be representative of those located on the parcel to be transferred, EPA believes that a release has occurred. However, the levels should not present a risk to human health or the environment. Therefore, EPA believes that the parcel is suitable for transfer and that the covenant required by CERCLA section 120 (h) (3) can be given.

The FOST proposes that the transferee will be required to assume responsibility for the remediation of all LBP hazards following the transfer. The Army and the transferee may agree that the transferee will monitor the condition of any LBP hazard, maintain the structures and otherwise properly manage LBP hazards. The average residual lead concentrations in the soil surrounding the buildings and the structures on the parcel to be transferred do not exceed EPA's action level for lead of 400mg/kg and no remedial action is currently required. However, based on the LBP conditions on the exterior of some buildings on the parcel, the threat of additional releases of lead into the surrounding soil remains. Therefore, where property has been transferred under CERCLA section 120 (h) (3), the United States must also covenant that it will perform any remedial action found necessary after the date of transfer.

Additionally, EPA believes that the provision of the FOST describing the Army's intention to obtain indemnification from the transferee and its successors and assigns is inconsistent with the provisions of Public Law 102-484, as amended by Public Law 103-160, which directs the Secretary of Defense to indemnify transferees of property at closing military bases. The law directs the military service to indemnify persons or entities acquiring ownership or control of property at closing military bases for liability for personal injury or property damage resulting from the release of a hazardous substance except to the extent that the person seeking indemnification contributed to the release. Consequently, EPA believes that the LBP indemnification provision of the draft final FOST is not appropriate and must be eliminated from the FOST and the deed. If the FOST or the deed is to address the issue of liability for LBP hazards, it should describe the statutory mechanism and advise the transferee that to the extent that the act or omission of the transferee contributes to the release of lead associated with LBP, the transferee will not be entitled to indemnification under the statute. EPA would be willing to work with the Army to craft language which provides protection for the Army which is consistent with the statutory indemnification provision.

Army Response:

Army believes that the risk from lead-based paint in the soil around these buildings is negligible based on testing of similar structures. Additionally, Army believes that the standard Army indemnification language is legally sufficient. Army does not agree that lead-based paint in soil is governed under CERCLA but rather under Title X of Public Law 102-550 for property used for residential habitation.

TABLE 1.
LIST OF BUILDING NUMBERS
FINDING OF SUITABILITY TO TRANSFER (FOST)
PRESTON PARK HOUSING DISPOSAL POLYGONS
FORMER FORT ORD, CALIFORNIA

5300	5369	5466
5301	5370	5467
5302	5371	5468
5303	5372	5469
5304	5373	5470
5305	5374	5480
5306	5375	5481
5307	5376	5482
		5483
5320	5410	5484
5321	5411	
5322	5412	5490
5323	5413	5491
5324	5414	5492
5325	5415	5493
5326		5494
	5430	5495
5330	5431	5496
5331	5432	5497
5332	5433	
5333		5510
5334	5435	5511
5335	5436	5512
5336	5437	5513
5337	5438	
5338	5439	5520
5339	5440	5521
5340		5522
	5450	
5350	5451	6003
5351	5452	6004
5352	5453	6005
5353		
5354	5460	
5355	5461	
	5462	
5366	5463	
5367	5464	
5368	5465	

TABLE 2.
LIST OF BUILDING NUMBERS
FINDING OF SUITABILITY TO TRANSFER (FOST)
STILWELL PARK DISPOSAL POLYGON
FORMER FORT ORD, CALIFORNIA

7000	7039	7078	7117	7156	7195	7234
7001	7040	7079	7118	7157	7196	7235
7002	7041	7080	7119	7158	7197	7236
7003	7042	7081	7120	7159	7198	7237
7004	7043	7082	7121	7160	7199	7238
7005	7044	7083	7122	7161	7200	7239
7006	7045	7084	7123	7162	7201	7240
7007	7046	7085	7124	7163	7202	7241
7008	7047	7086	7125	7164	7203	7242
7009	7048	7087	7126	7165	7204	7243
7010	7049	7088	7127	7166	7205	7244
7011	7050	7089	7128	7167	7206	7245
7012	7051	7090	7129	7168	7207	7246
7013	7052	7091	7130	7169	7208	7247
7014	7053	7092	7131	7170	7209	7248
7015	7054	7093	7132	7171	7210	7249
7016	7055	7094	7133	7172	7211	
7017	7056	7095	7134	7173	7212	
7018	7057	7096	7135	7174	7213	
7019	7058	7097	7136	7175	7214	
7020	7059	7098	7137	7176	7215	
7021	7060	7099	7138	7177	7216	
7022	7061	7100	7139	7178	7217	
7023	7062	7101	7140	7179	7218	
7024	7063	7102	7141	7180	7219	
7025	7064	7103	7142	7181	7220	
7026	7065	7104	7143	7182	7221	
7027	7066	7105	7144	7183	7222	
7028	7067	7106	7145	7184	7223	
7029	7068	7107	7146	7185	7224	
7030	7069	7108	7147	7186	7225	
7031	7070	7109	7148	7187	7226	
7032	7071	7110	7149	7188	7227	
7033	7072	7111	7150	7189	7228	
7034	7073	7112	7151	7190	7229	
7035	7074	7113	7152	7191	7230	
7036	7075	7114	7153	7192	7231	
7037	7076	7115	7154	7193	7232	
7038	7077	7116	7155	7194	7233	