

**WHEN RECORDED MAIL TO:**

Redevelopment Agency of the  
City of Marina  
211 Hillcrest Ave.  
Marina, CA 93933

CERTIFIED COPY OF  
ORIGINAL DOCUMENT  
STEWART TITLE

SEP 01 2005

Time: 8:00 AM  
Series #2005091439

**THIS SPACE FOR RECORDER'S USE ONLY**

Documentary Transfer Tax \$ EXEMPT

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

As declared by the Undersigned.

**TITLE(S) OF DOCUMENT**

QUITCLAIM DEED FOR A PORTION OF UNIVERSITY VILLAGE PARCELS  
FORMER FORT ORD, MONTEREY COUNTY, CALIFORNIA

(Fort Ord Reuse Authority of the Redevelopment Agency of the City of Marina)

LTD

DEED TRANSFER ARMY → FORA

• MARINA COMMUNITY Partner Parcels.

5

1  
2 WHEN RECORDED RETURN TO:  
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10

11 **RECORDER STAMP**  
12

13 **QUITCLAIM DEED FOR A PORTION OF UNIVERSITY VILLAGE PARCELS**  
14 **FORMER FORT ORD, MONTEREY, CALIFORNIA**

15 **(Fort Ord Reuse Authority to the Redevelopment Agency of the City of Marina)**

16  
17  
18 THIS QUITCLAIM DEED ("Deed") is made as of the \_\_\_\_\_ day of \_\_\_\_\_ 2005, among  
19 the **FORT ORD REUSE AUTHORITY** (the "Grantor"), created under Title 7.85 of the  
20 California Government Code, Chapters 1 through 7, inclusive, commencing with Section 67650,  
21 *et seq.*, and selected provisions of the California Redevelopment Law, including Division 24 of  
22 the California Health and Safety Code, Part 1, Chapter 4.5, Article 1, commencing with Section  
23 33492, *et seq.*, and Article 4, commencing with Section 33492.70, *et seq.*, and recognized as the  
24 Local Redevelopment Authority for the former Fort Ord Army Base, California, by the Office of  
25 Economic Adjustment on behalf of the Secretary of Defense, and the **REDEVELOPMENT**  
26 **AGENCY OF THE CITY OF MARINA** (the "Grantee").  
27

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

32  
33 **WHEREAS**, The military installation at Fort Ord was closed pursuant to and in accordance with the Defense Base Closure and Realignment Act of 1990, as amended (Public  
34 Law 101-510; 10 U.S.C. § 2687 note);  
35

36  
37 **WHEREAS**, section 2859 of the National Defense Authorization Act for Fiscal Year  
38 1996, (Public Law 104-106), authorized the Government to sell portions of the former Fort Ord  
39 to the **Grantor** as surplus property;  
40

41  
42 **WHEREAS**, the **Grantor** and the Government entered into the Memorandum of  
43 Agreement Between the United States of America Acting By and Through the Secretary of the  
44 Army, United States Department of the Army and the Fort Ord Reuse Authority For the Sale of  
Portions of the former Fort Ord, California, dated the 20th day of June 2000, ("MOA") and MOA

## QUITCLAIM DEED FOR A PORTION OF UNIVERSITY VILLAGE PARCELS

1 Amendment No. 1, dated the 23<sup>rd</sup> day of October 2001, which sets forth the specific terms and  
2 conditions of the sale of portions of the former Fort Ord located in Monterey County, California;  
3

4 **WHEREAS**, pursuant to the MOA, the Government conveyed the property known as the  
5 University Village Parcels on the former Fort Ord by quitclaim deed to the **Grantor** on July 9, 2004  
6 ("Government Deed");  
7

8 **WHEREAS**, the **Grantor** and the City of Marina, on behalf of **Grantee**, have entered into  
9 the Implementation Agreement dated May 1, 2001 and recorded in the Office of the Monterey  
10 County Recorder as Document: 2001088377 ("Implementation Agreement"), which sets forth the  
11 specific terms and conditions upon which the **Grantor** agrees to convey and the **Grantee** agrees to  
12 accept title to a portion of the University Village Parcels.  
13

### WITNESSETH

16 The **Grantor**, for and in consideration of the sum of one dollar (\$1.00) plus other good  
17 and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,  
18 releases and quitclaims to the **Grantee**, its successors and assigns forever, all such interest, right,  
19 title, and claim as the **Grantor** has in and to Parcels, E2b.1.1.2, E2b.1.2, E2b.1.3, E2b.1.4,  
20 E2b.1.5, E2b.2.1, E2b.2.2, E2b.2.3, E2b.2.4, E2b.2.5, E2b.3.1.1, E2b.3.2, E2c.1, E2c.2, E2c.3.1,  
21 E2c.3.2, E2c.3.3, E2c.4.1.1, **E2c.4.2.1**, E2d.1, E2d.2, E2e.1, E4.5, L5.8.1, L5.8.2, L12.3,  
22 L20.17.1 and a portion of E2b.1.1.1, consisting of approximately 411 acres more particularly  
23 described in Exhibit "A," attached hereto and made a part hereof ("Property"), and including the  
24 following:  
25

26 A. All buildings, facilities, roadways, and other improvements, including the storm  
27 drainage systems and the telephone system infrastructure, and any other improvements thereon,  
28

29 B. All appurtenant easements and other rights appurtenant thereto, permits, licenses, and  
30 privileges not otherwise excluded herein, and  
31

32 C. All hereditaments and tenements therein and reversions, remainders, issues, profits,  
33 privileges and other rights belonging or related thereto.  
34

35 **Grantee** covenants for itself, its successors, and assigns and every successor in interest to  
36 the Property, or any part thereof, that **Grantee** and such successors and assigns shall comply with  
37 all provisions of the Implementation Agreement as if the **Grantee** were the referenced  
38 Jurisdiction under the Implementation Agreement and specifically agrees to comply with the  
39 Deed Restrictions and Covenants set forth in Exhibit F of the Implementation Agreement as if  
40 such Deed Restrictions and Covenants were separately recorded prior to the recordation of this  
41 Deed.  
42

## **QUITCLAIM DEED FOR A PORTION OF UNIVERSITY VILLAGE PARCELS**

1       The Government Deed conveying the Property to the **Grantor** was recorded prior to the  
2 recordation of this Deed. In its transfer of the Property to the **Grantor**, the Government provided  
3 certain information regarding the environmental condition of the Property. The **Grantor** has no  
4 knowledge regarding the accuracy or adequacy of such information.  
5

6       The italicized information below is copied verbatim (except as discussed below) from the  
7 Government deed conveying the Property to the **Grantor**. The **Grantee** hereby acknowledges  
8 and assumes all responsibilities with regard to the Property placed upon the **Grantor** under the  
9 terms of the aforesaid Government deed to **Grantor** and **Grantor** grants to **Grantee** all benefits  
10 with regard to the Property under the terms of the aforesaid Government deed. Within the  
11 italicized information only, the term “**Grantor**” shall mean the Government, and the term  
12 “**Grantee**” shall mean the Fort Ord Reuse Authority (“FORA”); to avoid confusion, the words  
13 “the Government” have been added in parenthesis after the word “**Grantor**”, and “FORA” has  
14 been added in parenthesis after the word “**Grantee**”.  
15

### **II. EXCLUSIONS AND RESERVATIONS**

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

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

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

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

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

43              *(1) to comply with all applicable Federal law and lawful existing  
regulations;*

## QUITCLAIM DEED FOR A PORTION OF UNIVERSITY VILLAGE PARCELS

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

7  
8                             (3) that the easements granted shall be for the specific use  
9 described and may not be construed to include the further right to authorize any  
10 other use within the easements unless approved in writing by the fee holder of the  
11 land subject to the easement;

12  
13                             (4) that any transfer of the easements by assignment, lease,  
14 operating agreement, or otherwise must include language that the transferee  
15 agrees to comply with and be bound by the terms and conditions of the original  
16 grant;

17  
18                             (5) that, unless otherwise provided, no interest granted shall give  
19 the Grantor ("the Government") any right to remove any material, earth, or stone  
20 for consideration or other purpose except as necessary in exercising its rights  
21 hereunder; and

22  
23                             (6) to restore any easement area so far as it is reasonably possible  
24 to do so upon abandonment or release of any easement as provided herein, unless  
25 this requirement is waived in writing by the then owner of the Property.

26  
27                             E. Grantor ("the Government") reserves mineral rights that Grantor  
28 ("the Government") owns with the right of surface entry in a manner that does  
29 not unreasonably interfere with Grantee's ("FORA") development and quiet  
30 enjoyment of the Property.

31  
32                             **TO HAVE AND TO HOLD** the Property unto the Grantee ("FORA") and  
33 its successors and assigns forever, provided that this Deed is made and accepted  
34 upon each of the following notices, covenants, restrictions, and conditions which  
35 shall be binding upon and enforceable against the Grantee ("FORA"), its  
36 successors and assigns, in perpetuity, as follows:

### 37 38                             **III. "AS IS, WHERE IS"**

39  
40                             The Property is conveyed in an "As Is, Where Is" condition without any  
41 representation, warranty or guarantee, except as required pursuant to applicable  
42 law or as otherwise stated herein, by the Grantor ("the Government") as to  
43 quantity, quality, title, character, condition, size, or kind, or that the same is in

## **QUITCLAIM DEED FOR A PORTION OF UNIVERSITY VILLAGE PARCELS**

1           condition or fit to be used for the purpose for which intended, and no claim for  
2           allowance or deduction upon such grounds will be considered. There is no  
3           obligation on the part of the Grantor ("the Government") to make any  
4           alterations, repairs, or additions, and said Grantor ("the Government") shall not  
5           be liable for any latent or patent defects in the Property. This section shall not  
6           affect the Grantor's ("the Government") responsibility under **CERCLA**  
7           **COVENANTS, NOTICE, AND ENVIRONMENTAL REMEDIATION** herein.  
8

### **IV. FEDERAL FACILITIES AGREEMENT (FFA)**

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

### **V. NOTICE OF HAZARDOUS SUBSTANCE STORAGE**

32           The Grantor ("the Government") hereby notifies the Grantee ("FORA")  
33           of the former storage release, or disposal of hazardous substances on the  
34           Property. The items typically stored on the Property are listed in Table 4 of the  
35           Finding of Suitability for Transfer ("FOST") attached hereto and made a part  
36           hereof as Exhibit "C". The information regarding this storage indicates that it  
37           was conducted in a manner that would not pose a threat to human health and the  
38           environment. This notice is given pursuant to CERCLA and no additional action  
39           is necessary under CERCLA to protect human health and the environment.  
40

### **VI. CERCLA COVENANTS, NOTICE, AND ENVIRONMENTAL REMEDIALION**

## QUITCLAIM DEED FOR A PORTION OF UNIVERSITY VILLAGE PARCELS

1           A. Pursuant to Section 120(h)(3) of CERCLA, as amended, 42 U.S.C. §  
2         9601 et seq., the FOST, and an environmental baseline survey ("EBS") known as  
3         Community Environmental Response Facilitation Act report, which is referenced  
4         in the FOST, sets forth the environmental condition of the Property. The FOST  
5         sets forth the basis for the Grantor's ("the Government") determination that the  
6         Property is suitable for transfer. The Grantee ("FORA") is hereby made aware  
7         of the notifications contained in the EBS and the FOST. The Grantee ("FORA")  
8         has inspected the Property and accepts the physical condition and current level of  
9         known environmental hazards on the Property and deems the Property to be safe  
10        for the Grantee's ("FORA") intended use. The Grantor ("the Government")  
11        represents that the Property is environmentally suitable for transfer to Grantee  
12        ("FORA") for the purposes identified in the Final Fort Ord Base Reuse Plan  
13        dated December 12, 1994, as amended on June 13, 1997, as approved by the Fort  
14        Ord Reuse Authority. If, after conveyance of the Property to Grantee ("FORA"),  
15        there is an actual or threatened release of a hazardous substance on the Property,  
16        or in the event that a hazardous substance is discovered on the Property after the  
17        date of the conveyance, whether or not such substance was set forth in the  
18        technical environmental reports, including the EBS, Grantee ("FORA") or its  
19        successor or assigns shall be responsible for such release or newly discovered  
20        substance unless such release or such newly discovered substance was due to  
21        Grantor's ("the Government") activities, ownership, use, presence on, or  
22        occupation of the Property, or the activities of Grantor's ("the Government")  
23        contractors and/or agents. Grantee ("FORA"), its successors and assigns, as  
24        consideration for the conveyance, agrees to release Grantor ("the Government")  
25        from any liability or responsibility for any claims arising out of or in any way  
26        predicated on release of any hazardous substance on the Property occurring after  
27        the conveyance, where such hazardous substance was placed on the Property by  
28        the Grantee ("FORA"), or its agents or contractors, after the conveyance to the  
29        Grantee ("FORA").

30  
31           B. Pursuant to Section 120(h)(3) of CERCLA, the Grantor ("the  
32         Government") hereby notifies the Grantee ("FORA"), its successors and assigns,  
33         of the storage, release, and disposal of hazardous substances on the Property.

34  
35           (1) The Grantor ("the Government") hereby covenants that prior  
36         to the date of this conveyance, all corrective, remedial and response actions  
37         necessary to protect human health and the environment have been taken with  
38         respect to the Property.

39  
40           (2) The Grantor ("the Government") hereby covenants that all  
41         corrective, remedial and response actions necessary to protect human health and  
42         the environment with respect to any hazardous substances placed on the Property

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1       *by the Grantor ("the Government") and remaining on the Property after the date*  
2       *of transfer shall be conducted by the Grantor ("the Government").*

4           C. *The CERCLA warranty shall not apply in any case in which the person*  
5       *or entity to whom the Property is transferred is, a "potentially responsible*  
6       *party," as defined under CERCLA Section 107(a)(2)-(4) with respect to such*  
7       *hazardous substances.*

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

13         E. *The Grantor ("the Government"), EPA, and the DTSC, and their*  
14      *officers, agents, employees, contractors, and subcontractors will have the right,*  
15      *upon reasonable notice to the Grantee ("FORA"), to enter upon the Property in*  
16      *any case in which a response or corrective action is found to be necessary, after*  
17      *the date of transfer of the Property, or such access is necessary to carry out a*  
18      *response action or corrective action on adjoining property, at no cost to the*  
19      *Grantor ("the Government"), including, without limitation, the following*  
20      *activities:*

22           (1) *to conduct investigations and surveys, including where*  
23      *necessary, drilling, soil and water sampling, test-pitting, and other activities*  
24      *related to the Fort Ord Installation Restoration Program (IRP), Ordnance and*  
25      *Explosives (OE) program, or FFA;*

27           (2) *to inspect field activities of the Army and its contractors and*  
28      *subcontractors with regards to implementing the Fort Ord IRP, OE program, or*  
29      *FFA;*

31           (3) *to conduct any test or survey related to the implementation of*  
32      *the IRP by the EPA or the DTSC relating to the implementation of the FFA or*  
33      *environmental conditions at Fort Ord or to verify any data submitted to the EPA*  
34      *or the DTSC by the Government relating to such conditions; and*

36           (4) *to construct, operate, maintain or undertake any other*  
37      *investigation, corrective measure, response, or remedial action as required or*  
38      *necessary under any Fort Ord FFA, Record of Decision (ROD), IRP or OE*  
39      *program requirement, including, but not limited to monitoring wells, pumping*  
40      *wells, and treatment facilities.*

42          F. *In exercising this access easement, except in case of imminent*  
43      *endangerment to human health or the environment, the Grantor ("the*

## QUITCLAIM DEED FOR A PORTION OF UNIVERSITY VILLAGE PARCELS

1        Government") shall give the Grantee ("FORA"), or the then record owner,  
2        reasonable prior notice. Grantee ("FORA") agrees that, notwithstanding any  
3        other provisions of the Deed, the Grantor ("the Government") assumes no  
4        liability to the Grantee ("FORA"), its successors or assigns, or any other person,  
5        should remediation of the Property interfere with the use of the Property. The  
6        Grantee ("FORA") shall not, through construction or operation/maintenance  
7        activities, interfere with any remediation or response action conducted by the  
8        Grantor ("the Government") under this paragraph. The Grantee ("FORA"), the  
9        then record owner, and any other person shall have no claim against the Grantor  
10      ("the Government") or any of its officers, agents, employees or contractors solely  
11      on account of any such interference resulting from such remediation.  
12

13        G. Without the express written consent of the Grantor ("the  
14      Government") in each case first obtained, neither the Grantee ("FORA"), its  
15      successors or assigns, nor any other person or entity acting for or on behalf of the  
16      Grantee ("FORA"), its successors or assigns, shall interfere with any response  
17      action being taken on the Property by or on behalf of the Grantor ("the  
18      Government"), or interrupt, relocate, or otherwise interfere with any remediation  
19      system now or in the future located, over, through, or across any portion of the  
20      Property.

21        H. This notice is provided pursuant to CERCLA 120(h)(1) and (3). A  
22      pump-and-treat groundwater remediation system for Operable Unit (OU) 2 is in  
23      place and shown to be operating effectively. Drilling of water wells or use or  
24      access to groundwater beneath the Property is prohibited. A Covenant to Restrict  
25      Use of Property ("CRUP") within the "Groundwater Protection Zone" has been  
26      established between the Grantor ("the Government"), DTSC and the California  
27      Regional Water Quality Control Board, Central Coast Region, recorded in the  
28      County of Monterey, California on September 22, 2003, Series Number  
29      2003115235.  
30

### 31        VII. INDEMNITY 32

33        The Grantor ("the Government") recognizes its obligation to hold  
34      harmless, defend, and indemnify the Grantee ("FORA") and any successor,  
35      assignee, transferee, lender, or lessee of the Grantee ("FORA") or its successors  
36      and assigns, as required and limited by Section 330 of the National Defense  
37      Authorization Act of 1993, as amended (Pub. L. No. 102-484), and to otherwise  
38      meet its obligations under Federal law.

### 39        VIII. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT 40

41        The following is applicable to Parcels E2b.1.1.1, E2b.1.1.2, E2b.1.2,  
42      E2b.1.3, E2b.1.4, E2b.1.5, E2b.2.1, E2b.2.3, E2b.2.4, E2b.2.5, E2b.3.1.1, E2c.1,

## QUITCLAIM DEED FOR A PORTION OF UNIVERSITY VILLAGE PARCELS

1           *E2c.3.1, E2c.3.2, E2c.3.3, E2c.4.2.1, E2d.1, E2d.2, E2e.1, E4.5, L12.2.2, L12.2.3,*  
2           *L12.3, L20.16.1, L20.16.2, and L20.17.1:*

3  
4           *A The Grantee ("FORA") is hereby informed and does acknowledge that*  
5           *friable asbestos or asbestos-containing material (ACM) have been found on the*  
6           *applicable parcels, as described in the referenced asbestos survey and*  
7           *summarized in the Environmental Baseline Surveys (EBS) for the California State*  
8           *University Monterey Bay Parcel, the Main Garrison Parcels, Surplus II Parcels,*  
9           *and the UC Santa Cruz Parcel.*

10  
11          *B. Several buildings have been determined to contain friable and non-*  
12          *friable asbestos that may pose a threat to human health. Detailed information is*  
13          *contained in the Asbestos Survey Report, Fort Ord Installation (April 26, 1993).*  
14          *The remaining buildings contain non-friable ACM rated in good to fair condition.*  
15          *The Grantor ("the Government") has agreed to transfer said buildings and*  
16          *structures to the Grantee ("FORA"), prior to remediation of asbestos hazards, in*  
17          *reliance upon the Grantee's ("FORA") express representation and promise that*  
18          *the Grantee ("FORA") will, prior to use or occupancy of said buildings, demolish*  
19          *said buildings or the portions thereof containing friable asbestos, disposing of*  
20          *ACM in accordance with applicable laws and regulations. With respect to the*  
21          *friable asbestos in said buildings and structures, the Grantee ("FORA")*  
22          *specifically agrees to undertake any and all abatement or remediation that may*  
23          *be required under CERCLA 120(h)(3) or any other applicable law or regulation.*  
24          *The Grantee ("FORA") acknowledges that the consideration for the conveyance*  
25          *of the applicable parcels was negotiated based upon the Grantee's ("FORA")*  
26          *agreement to the provisions contained in this section.*

27  
28          *C. The Grantee ("FORA") covenants and agrees that its use and*  
29          *occupancy of the applicable parcels will be in compliance with all applicable*  
30          *laws relating to asbestos; and that the Grantor ("the Government") assumes no*  
31          *liability for any future remediation of asbestos or future damages for personal*  
32          *injury, illness, disability, or death, to the Grantee ("FORA"), its successors or*  
33          *assigns, or to any other person, including members of the general public, arising*  
34          *from or incident to the purchase, transportation, removal, handling, use,*  
35          *disposition, or other activity causing or leading to contact of any kind whatsoever*  
36          *with asbestos or ACM on the applicable parcels, whether the Grantee ("FORA"),*  
37          *its successors or assigns have properly warned or failed to properly warn the*  
38          *individual(s) injured. The Grantee ("FORA") agrees to be responsible for any*  
39          *future remediation of asbestos found to be necessary on the applicable parcels as*  
40          *a result of the Grantee's ("FORA") activities. The Grantee ("FORA") assumes*  
41          *no liability for damages for personal injury, illness, disability, death or property*  
42          *damage arising from (i) any exposure or failure to comply with any legal*  
43          *requirements applicable to asbestos on any portion of the applicable parcels*

## **QUITCLAIM DEED FOR A PORTION OF UNIVERSITY VILLAGE PARCELS**

1       arising prior to the Grantor's ("the Government") conveyance of such portion of  
2       the applicable parcels to the Grantee ("FORA") pursuant to this Deed, or (ii) any  
3       disposal, prior to the Grantor's ("the Government") conveyance of the applicable  
4       parcels, of any asbestos or ACM.

5  
6       D. Unprotected or unregulated exposures to asbestos in product  
7       manufacturing, shipyard, and building construction workplaces have been  
8       associated with asbestos-related diseases. Both Occupational Safety and Health  
9       Administration (OSHA) and the EPA regulate asbestos because of the potential  
10      hazards associated with exposure to airborne asbestos fibers. Both OSHA and  
11      EPA have determined that such exposure increases the risk of asbestos-related  
12      diseases, which include certain cancers and which can result in disability or  
13      death.

14  
15      E. The Grantee ("FORA") acknowledges that it has inspected the  
16      applicable parcels as to their asbestos content and condition and any hazardous  
17      or environmental conditions relating thereto prior to accepting the  
18      responsibilities imposed upon the Grantee ("FORA") under this section. The  
19      failure of the Grantee ("FORA") to inspect, or to be fully informed as to the  
20      asbestos condition of all or any portion of the applicable parcels offered, will not  
21      constitute grounds for any claim or demand against the Grantor ("the  
22      Government"), or any adjustment under this Deed.

23  
24      F. The Grantee ("FORA") further agrees to indemnify and hold harmless  
25      the Army, its officers, agents and employees, from and against all suits, claims,  
26      demands or actions, liabilities, judgments, costs and attorneys' fees arising out of,  
27      or in any manner predicated upon, future exposure to asbestos on any portion of  
28      the applicable parcels after this conveyance of the applicable parcels to the  
29      Grantee ("FORA") or any future remediation or abatement of asbestos or the  
30      need therefore. The Grantee's ("FORA") obligation hereunder shall apply  
31      whenever the Grantor ("the Government") incurs costs or liabilities for actions  
32      giving rise to liability under this section.

## **IX. LEAD-BASED PAINT WARNING AND COVENANT**

34  
35  
36      The following is applicable to Parcels E2b.1.1.1, E2b.1.1.2, E2b.1.2,  
37      E2b.1.3, E2b.1.4, E2b.1.5, E2b.2.1, E2b.2.3, E2b.2.4, E2b.2.5, E2b.3.1.1, E2c.3.3,  
38      E2c.4.2.1, E2d.1, E2d.2, E2e.1, E4.5, L5.8.1, L12.2.2, L12.2.3, L12.3, L20.16.1,  
39      L20.16.2, and L20.17.1:

40  
41      A. The Grantee ("FORA") is hereby informed and does acknowledge that  
42      all buildings on the applicable parcels, which were constructed or rehabilitated  
43      prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint

## QUITCLAIM DEED FOR A PORTION OF UNIVERSITY VILLAGE PARCELS

1       *chips, and dust can pose health hazards if not managed properly. Every purchaser*  
2       *of any interest in Residential Real Property on which a residential dwelling was*  
3       *built prior to 1978 is notified that such property may present exposure to lead from*  
4       *lead-based paint that may place young children at risk of developing lead*  
5       *poisoning. Lead poisoning in young children may produce permanent neurological*  
6       *damage, including learning disabilities, reduced intelligence quotient, behavioral*  
7       *problems, and impaired memory. Lead poisoning also poses a particular risk to*  
8       *pregnant women. The seller of any interest in residential real property is required*  
9       *to provide the buyer with any information on lead-based paint hazards from risk*  
10      *assessments or inspections in the seller's possession and notify the buyer of any*  
11      *known lead-based paint hazards. "Residential Real Property" means dwelling*  
12      *units, common areas, building exterior surfaces, and any surrounding land,*  
13      *including outbuildings, fences and play equipment affixed to the land, available for*  
14      *use by residents, and child occupied buildings visited regularly by the same child, 6*  
15      *years of age or under, on at least two different days within any week, including day-*  
16      *care centers, preschools and kindergarten classrooms, but not including land used*  
17      *for agricultural, commercial, industrial, or other non-residential purposes, and not*  
18      *including paint on the pavement of parking lots, garages, or roadways.*

20      B. Buildings constructed prior to 1978 are assumed to contain lead-based  
21      paint. Buildings constructed after 1977 are assumed to be free of lead-based  
22      paint. No sampling for lead within the buildings on the applicable parcels has  
23      occurred. However, limited sampling for lead-based paint was conducted in  
24      former barracks buildings located on property immediately north of Parcel  
25      L32.2.2 which is not a parcel of this conveyance (Industrial Hygiene Survey No.  
26      55-71-R25A-94). One or more of the former barracks interior and/or exterior  
27      surface components (e.g., walls, doors, window sills, door frames, etc.) tested  
28      positive for lead-based paint. Those barracks sampled were of the same  
29      construction type and were constructed in the same year (1954) as former  
30      barracks located on Parcel L32.2.2 (Buildings 4552 and 4562) and Parcel  
31      L32.4.1.1 (Buildings 4430, 4432, 4434, 4436, 4440, 4442, 4444, and 4446).  
32      Limited sampling for lead in soil surrounding some buildings at former Fort Ord  
33      has been completed. Soil samples were collected from soil surrounding 10  
34      buildings in Parcel L23.3.2.1 (Buildings 6, 10, 20, 14, 16, 36, 71, 75, 82, and  
35      108). The average concentration of lead detected in soil was 263 milligrams per  
36      kilogram (mg/kg) with a maximum concentration of 2,211 mg/kg detected at  
37      Building 6 (Lead In Soil Survey For Ten Buildings At The East Garrison, Fort  
38      Ord, California, April 8, 1998). As agreed upon in an agency meeting on August  
39      29, 1997, lead analytical results from soil samples collected adjacent to buildings  
40      on the Peninsula Outreach and the Marina Sports Center parcels can be used to  
41      represent lead concentrations in soil around the buildings on the Main Garrison  
42      parcels (E2b.1.1.1, E2b.1.1.2, E2b.1.2, E2b.1.3, E2b.1.4, E2b.2.1, E2b.2.3,  
43      E2b.2.4, E2b.3.1.1, E2c.3.1, E2c.3.2, E2c.3.3, E2c.4.2.1, E2d.1, E2d.2, L12.2.2,

## QUITCLAIM DEED FOR A PORTION OF UNIVERSITY VILLAGE PARCELS

L12.2.3, L12.3, L23.1.2, L23.1.3, L23.1.4, and L35.1) which were constructed of similar materials and during similar time periods. Average concentrations of lead detected in soil around the buildings on the Peninsula Outreach and Marina Sports Center parcels were 99.4 and 228 mg/kg, respectively. The maximum background concentration for lead in soil at Fort Ord is 51.8 mg/kg (Draft Final Basewide Background Soil Investigation, Fort Ord, California, March 15, 1993). The federal Preliminary Remediation Goal (PRG) for residential non-play area bare soil is 1,200 mg/kg. All purchasers must receive the federally approved pamphlet on lead poisoning prevention. The Grantee ("FORA") hereby acknowledges receipt of all of the information described in this subsection.

C. The Grantee ("FORA") acknowledges that it has received the opportunity to conduct its own risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards prior to execution of this Deed.

D. The Grantee ("FORA") covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the applicable parcels as Residential Real Property, as defined in this section 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 applicable parcels where their use subsequent to sale is intended for residential habitation, the Grantee ("FORA") 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).

E. The Grantee ("FORA") shall, after consideration of the guidelines and regulations established pursuant to Title X: (1) Perform a reevaluation of the Risk Assessment if more than 12 months have elapsed since the date of the last Risk Assessment; (2) Comply with the joint HUD and EPA Disclosure Rule (24 CFR 35, Subpart H, 40 CFR 745, Subpart F), when applicable, by disclosing to prospective purchasers the known presence of lead-based paint and/or lead-based paint hazards as determined by previous risk assessments; (3) Abate lead dust and lead-based paint hazards in pre-1960 residential real property, as defined in subsection A above, in accordance with the procedures in 24 CFR 35; (4) Abate soil-lead hazards in pre-1978 residential real property, as defined in subsection A, above, in accordance with the procedures in 24 CFR 35; (5) Abate lead-soil hazards following demolition and redevelopment of structures in areas that will be developed as residential real property; (6) Comply with the EPA lead-based paint work standards when conducting lead-based paint activities (40 CFR 745, Subpart L); (7) Perform the activities described in this section within 12 months of the date of the lead-based paint risk assessment and prior to occupancy or use

## QUITCLAIM DEED FOR A PORTION OF UNIVERSITY VILLAGE PARCELS

1           of the residential real property; and (8) Send a copy of the clearance  
2           documentation to the Grantor ("the Government").  
3

4           F. In complying with these requirements, the Grantee ("FORA")  
5           covenants and agrees to be responsible for any abatement or remediation of lead-  
6           based paint or lead-based paint hazards on the applicable parcels found to be  
7           necessary as a result of the subsequent use of the applicable parcels for  
8           residential purposes. The Grantee ("FORA") covenants and agrees to comply  
9           with solid or hazardous waste laws that may apply to any waste that may be  
10          generated during the course of lead-based paint abatement activities.  
11

12          G. The Grantee ("FORA") further agrees to indemnify and hold  
13          harmless the Army, its officers, agents and employees, from and against all suits,  
14          claims, demands, or actions, liabilities, judgments, costs and attorney's fees  
15          arising out of, or in a manner predicated upon future personal injury, death or  
16          property damage resulting from, related to, caused by or arising out of lead-  
17          based paint or lead-based paint hazards on the applicable parcels if used for  
18          residential purposes.  
19

20          H. The covenants, restrictions, and requirements of this section shall be  
21          binding upon the Grantee ("FORA"), its successors and assigns, and all future  
22          owners and shall be deemed to run with the land. The Grantee ("FORA") on  
23          behalf of itself, its successors and assigns covenants that it will include and use  
24          best efforts to make legally binding, this section in all subsequent transfers,  
25          leases, or conveyance documents.  
26

### X. NOTICE OF THE POTENTIAL FOR THE PRESENCE OF PESTICIDES 27          AND COVENANT 28

30          A. The Grantee ("FORA") is hereby informed and does acknowledge that  
31          pesticides may be present on the Property. To the best of Grantor's ("the  
32          Government") knowledge, the presence of pesticides does not currently pose a  
33          threat to human health or the environment, and the use and application of any  
34          pesticide product by the Grantor ("the Government") was in accordance with its  
35          intended purpose, and in accordance with CERCLA § 107 (i), which states:  
36

37          "No person (including the Grantor ("the Government") or any State or Indian  
38          tribe) may recover under the authority of this section for any response costs or  
39          damages resulting from the application of a pesticide product registered under  
40          the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. § 136 et seq.).  
41          Nothing in this paragraph shall affect or modify in any way the obligations or  
42          liability of any person under any other provision of State or Federal law,  
43          including common law, for damages, injury, or loss resulting from a release of

## **QUITCLAIM DEED FOR A PORTION OF UNIVERSITY VILLAGE PARCELS**

1       *any hazardous substance or for removal or remedial action or the costs of  
2 removal or remedial action of such hazardous substance.”*

3

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

8

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

13

### **XI. NOTICE OF THE POTENTIAL FOR THE PRESENCE OF POLYCHLORINATED BIPHENYLS (“PCBS”)**

16       *The following is applicable to Parcels E2b.1.1.1, E2b.1.1.2, E2b.1.2,  
17 E2b.1.3, E2b.1.4, E2b.1.5, E2b.2.1, E2b.2.3, E2b.2.4, E2b.3.1.1, E2c.3.1, E2c.3.2,  
18 E2c.3.3, E2c.4.2.1, E2d.1, E2d.2, E2e.1, E4.5, L5.8.1, L12.2.2, L12.2.3, L12.3,  
19 L20.16.1, L20.16.2, and L20.17.1:*

20

21       *A. PCBs have been widely used as coolants and lubricants in  
22 transformers, capacitors and other electrical equipment like fluorescent light  
23 ballasts. EPA considers PCBs to be probable cancer causing chemicals, in  
24 humans. PCB and PCB-contaminated equipment that will be disposed of must be  
25 stored in a hazardous storage facility. The Grantee (“FORA”) is hereby  
26 informed that fluorescent light ballasts containing PCBs are present on the  
27 applicable parcels. The PCB-containing equipment does not currently pose a  
28 threat to human health or the environment when managed properly. All PCB-  
29 containing equipment is presently in full compliance with applicable laws and  
30 regulations.*

31

32       *B. Upon request, the Army agrees to furnish to the Grantee (“FORA”)  
33 any and all records in its possession related to such PCB equipment necessary for  
34 the continued compliance by the Grantee (“FORA”) with applicable laws and  
35 regulations related to the use and storage of PCBs or PCB containing equipment.*

36

37       *C. The Grantee (“FORA”) covenants and agrees that its possession, use,  
38 and management of any PCB-containing equipment will be in compliance with all  
39 applicable laws relating to PCBs and PCB-containing equipment and that the  
40 Army shall assume no liability for the future remediation of PCB contamination  
41 or future damages for personal injury, illness, disability, or death to the Grantee  
42 (“FORA”), its successors or assigns, or to any other person, including members*

## QUITCLAIM DEED FOR A PORTION OF UNIVERSITY VILLAGE PARCELS

of the general public arising from or incident to future use, handling, management, disposition, or other activity causing or leading to contact of any kind whatsoever with PCBs or PCB-containing equipment, whether the Grantee ("FORA"), its successors or assigns have properly warned or failed to properly warn the individual(s) injured. The Grantee ("FORA") agrees to be responsible for any future remediation of PCBs or PCB-containing equipment found to be necessary on the applicable parcels.

### XII. NOTICE OF THE PRESENCE OF CONTAMINATED GROUNDWATER

A. The groundwater beneath portions of the property is contaminated with volatile organic compounds (VOCs), primarily trichloroethene (TCE). The maximum TCE concentration in the groundwater beneath Parcel E2b.2.1, is 280 micrograms per liter (September 2001) as measured in the groundwater extraction Well EW-12-02-180M. The maximum concentrations of the chemicals of concern (associated with the OU2 and Sites 2/12 groundwater plumes) detected in the groundwater monitoring wells on the Property (September 2001) are listed below. The quantity released of these compounds is unknown. The OU2 and Sites 2/12 groundwater aquifer cleanup levels (ACLs), presented in the OU2 and Basewide Remedial Investigation Sites Record of Decision (RODs), are provided for comparison.

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

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

\*Chemical Abstract Services Registry Number

B. A recorded CRUP within the "Groundwater Protection Zone" has been established between the Grantor ("the Government"), DTSC, and the California Regional Water Quality Control Board, Central Coast Region.

C. The Grantee ("FORA") covenants for itself, its successors, and assigns not to: access or use groundwater underlying the Property for any

## QUITCLAIM DEED FOR A PORTION OF UNIVERSITY VILLAGE PARCELS

1       purpose. For the purpose of this restriction, "groundwater" shall have the same  
2       meaning as in section 101(12) of CERCLA. The Grantee ("FORA"), for itself, its  
3       successors or assigns covenants that it will not undertake nor allow any activity  
4       on or use of the Property that would violate the restrictions contained herein.  
5       These restrictions and covenants are binding on the Grantee ("FORA"), its  
6       successors and assigns; shall run with the land; and are forever enforceable by  
7       the parties identified in Section XII.D.

8  
9       D. The restrictions and conditions stated in Section B benefit the public in  
10      general and the territory surrounding the property, including lands retained by  
11      the Grantor ("the Government"), and, therefore, are enforceable by the Grantor  
12      ("the Government") and the State of California. The Grantee ("FORA")  
13      covenants for itself, its successors, and assigns that it shall include and otherwise  
14      make legally binding, the restrictions in Section B in all subsequent lease, transfer  
15      or conveyance documents relating to the Property subject hereto.

16  
17      E. The Grantor ("the Government") and its representatives shall, for all  
18      time, have access to the Property for the purpose of installing and/or removing  
19      groundwater monitoring wells, and to perform continued monitoring of  
20      groundwater conditions, allowing chemical and/or physical testing of wells to  
21      evaluate water quality and/or aquifer characteristics. The Property owner shall  
22      allow ingress and egress of all equipment necessary to accomplish the same.

### XIII. NOTICE OF THE POTENTIAL FOR THE PRESENCE OF ORDNANCE AND EXPLOSIVES

27  
28      A. Ordnance and explosives (OE) investigations indicate that it is not  
29      likely that OE is located within the Property. However, there is a potential for  
30      OE to be present because OE was used throughout the history of Fort Ord. In the  
31      event the Grantee ("FORA"), its successors, and assigns, should discover any  
32      ordnance on the Property, they shall not attempt to remove or destroy it, but shall  
33      immediately complete Section A of the Ordnance and Explosives Incident  
34      Reporting Form, fax the form to the Presidio of Monterey Police Department at  
35      (831) 242-7740 and notify the Presidio of Monterey Police Department via  
36      telephone at (831) 242-7851 and competent Grantor ("the Government") or  
37      Grantor ("the Government")-designated explosive ordnance personnel will  
38      promptly be dispatched to dispose of such ordnance at no expense to the Grantee  
39      ("FORA"). The Grantee ("FORA") hereby acknowledges receipt of the  
40      "Ordnance and Explosives Safety Alert" pamphlet and the Ordnance and  
41      Explosives Incident Reporting Form.

42  
43      B. In addition, the Army offers OE familiarization training to anyone  
conducting ground disturbance activities (digging holes, excavating trenches,

## QUITCLAIM DEED FOR A PORTION OF UNIVERSITY VILLAGE PARCELS

1       *repairing underground utilities, etc.) at the former Ford Ord. The OE Safety*  
2       *Specialist conducts a thirty-minute training session. This training session*  
3       *includes a lecture on what OE might be found, the procedure to follow if*  
4       *something is found and "Safety Alert" brochures are also distributed. To*  
5       *schedule this training, please contact the Directorate of Environmental and*  
6       *Natural Resources at (831) 242-7919.*

7  
8       C. The Grantor ("the Government") reserves the right to conduct any  
9       remedial action and/or investigation that the Army is responsible for, as required  
10      or necessary as a result of the ongoing OE Remedial Investigation/Feasibility  
11      Study.  
12

### **XIV. NOTICE OF THE PRESENCE OF THE FORT ORD LANDFILL**

14      *Portions of Parcel E2c.4.1.1 are located within 1000 feet of the Fort Ord*  
15      *OU2 Landfill. In order to evaluate methane levels in soil adjacent to the OU2*  
16      *landfill, monitoring probes were installed within the landfill and around the*  
17      *landfill perimeter. The probes were placed at a spacing of 1000 feet or less.*  
18      *Methane concentrations generally exceed the California Integrated Waste*  
19      *Management Board (CIWMB) standard of 5% by volume in probes located within*  
20      *the landfill fence. However, the methane concentrations do not exceed the 5%*  
21      *limit at the Property boundary, with the exception of areas on the eastern side*  
22      *bordering property that is not included in this FOST. The Army has implemented*  
23      *a gas collection and treatment system along the eastern side of the landfill*  
24      *adjacent to the existing housing. In order to decrease the potential for landfill*  
25      *gas migration to surrounding property, a buffer was added extending 100 feet*  
26      *beyond the perimeter fencing. Future landowners should refer to Title 27, Section*  
27      *21190 of the California Code, which identifies protective measures for structures*  
28      *built within 1000 feet of a landfill.*

### **XV. ENDANGERED SPECIES**

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

34      A. The Property is within HMP Development Areas. No resource  
35      conservation requirements are associated with the HMP for these parcels.  
36      However, small pockets of habitat may be preserved within and around the  
37      Property.

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

## QUITCLAIM DEED FOR A PORTION OF UNIVERSITY VILLAGE PARCELS

1  
2       C. The HMP does not exempt the Grantee ("FORA") from complying  
3 with environmental regulations enforced by Federal, State, or local agencies.  
4 These regulations could include obtaining the Endangered Species Act ("ESA")  
5 (16 U.S.C. § 1531-1544 et seq.) Section 7 or Section 10(a) permits from the U.S.  
6 Fish and Wildlife Service ("USFWS"); complying with prohibitions against the  
7 taking of listed animals under ESA Section 9, complying with prohibitions against  
8 the removal of listed plants occurring on Federal lands or the destruction of listed  
9 plants in violation of any State laws; complying with measures for conservation of  
10 State-listed threatened and endangered species and other special-status species  
11 recognized by California Department of Fish and Game ("DFG") under the  
12 California ESA, or California Environmental Quality Act ("CEQA"); and  
13 complying with local land use regulations and restrictions.

14  
15       D. The HMP serves as a management plan for both listed and candidate  
16 species, and is a prelisting agreement between the USFWS and the local  
17 jurisdiction for candidate species that may need to be listed because of  
18 circumstances occurring outside the area covered by the HMP.

19  
20       E. Implementation of the HMP would be considered suitable mitigation  
21 for impacts to HMP species within HMP prevalent areas and would facilitate the  
22 USFWS procedures to authorize incidental the taking of these species by  
23 participating entities as required under ESA Section 10. No further mitigation  
24 will be required to allow development on the Property unless species other than  
25 the HMP target species are proposed for listing or are listed.

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

41  
42       G. The Grantee ("FORA") acknowledges that it has read the HMP dated  
43 April 1997, and will cooperate with adjacent property owners in implementing

## **QUITCLAIM DEED FOR A PORTION OF UNIVERSITY VILLAGE PARCELS**

1       mitigation requirements identified in the HMP for adjacent sensitive habitat  
2       areas.

### **XVI. AIR NAVIGATION RESERVATION AND RESTRICTIONS**

5       The Monterey Airport and the former Fritzsche Airfield, now known as the  
6       Marina Municipal Airport, are in close proximity to the Property. Accordingly,  
7       in coordination with the Federal Aviation Administration, the Grantee ("FORA")  
8       covenants and agrees, on behalf of it, its successors and assigns and every  
9       successor in interest to the Property herein described, or any part thereof, that,  
10      when applicable, there will be no construction or alteration unless a  
11      determination of no hazard to air navigation is issued by the Federal Aviation  
12      Administration in accordance with Title 14, Code of Federal Regulations, Part  
13      77, entitled, Objects Affecting Navigable Airspace, or under the authority of the  
14      Federal Aviation Act of 1968, as amended.

### **XVII. ENFORCEMENT AND NOTICE REQUIREMENT**

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

36      B. The Grantee ("FORA"), its successors or assigns, shall neither  
37      transfer the Property, nor any portion thereof, nor grant any interest, privilege, or  
38      license whatsoever in connection with the Property without the inclusion, to the  
39      extent applicable to the Property or any portion thereof, of the environmental  
40      protection provisions contained in this Deed: Exclusions and Reservations,  
41      Federal Facilities Agreement (FFA); CERCLA Covenants, Notice, and  
42      Environmental Remediation; Notice of the Presence of Asbestos and Covenant;

## QUITCLAIM DEED FOR A PORTION OF UNIVERSITY VILLAGE PARCELS

1       *Lead-Based Paint Warning and Covenant; Notice of Hazardous Substance  
2       Storage; Notice of the Potential for the Presence of Pesticides and Covenant;  
3       Notice of the Potential for the Presence of Polychlorinated Biphenyls (PCBs);  
4       Notice of the Presence of Contaminated Groundwater; Notice of the Potential for  
5       the Presence of Ordnance and Explosives; Endangered Species, and Air  
6       Navigation Reservation and Restrictions, Enforcement and Notice Requirement,  
7       and shall require the inclusion, to the extent applicable, of such environmental  
8       protection provisions in all further deeds, transfers, leases, or grant of any  
9       interest, privilege, or license.*

10  
11       *C. The obligations imposed in this section upon the successors or assigns  
12       of Grantee ("FORA") shall only extend to the Property conveyed to any such  
13       successor or assign.*

### XVIII. OTHER CONDITIONS

17       *Should the Property be considered for the proposed acquisition and  
18       construction of school properties utilizing State funding, at any time in the future,  
19       a separate environmental review process in compliance with the California  
20       Education Code Section 17210 et seq., will need to be conducted and approved by  
21       DTSC.*

### XIX. NOTICE OF NON-DISCRIMINATION

24       *With respect to activities related to the Property, the Grantee ("FORA")  
25       covenants for itself, its successors and assigns, that the Grantee ("FORA"), and  
26       such successors and assigns, shall not discriminate upon the basis of race, color,  
27       religion, sex, age, handicap, or national origin in the use, occupancy, sale or  
28       lease of the Property, or in their employment practices conducted thereon in  
29       violation of the provisions of Title VI of the Civil Rights Act of 1964, as amended  
30       (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); and  
31       the Rehabilitation Act of 1973, as amended, (29 U.S.C. § 794). The Grantor ("the  
32       Government") shall be deemed a beneficiary of this covenant without regard to  
33       whether it remains the owner of any land or interest therein in the vicinity of the  
34       Property hereby conveyed, and shall have the sole right to enforce this covenant  
35       in any court of competent jurisdiction.*

37       The responsibilities and obligations placed upon, and the benefits provided to, the  
38       Grantor by the Government shall run with the land and be binding on and inure to the benefit of  
39       all subsequent owners of the Property unless or until such responsibilities, obligations, or  
40       benefits are released pursuant to the provisions set forth in the MOA and the Government deed.  
41       Grantee and its successors and assigns, respectively, shall not be liable for any breach of such  
42       responsibilities and obligations with regard to the Property arising from any matters or events  
43       occurring after transfer of ownership of the Property by Grantee or its successors and assigns,

## QUITCLAIM DEED FOR A PORTION OF UNIVERSITY VILLAGE PARCELS

1 respectively; provided, however, that each such party shall, notwithstanding such transfer, remain  
2 liable for any breach of such responsibilities and obligations to the extent caused by the fault or  
3 negligence of such party.

### 4 General Provisions:

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

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

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

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

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

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

35      [Signature Pages Follows]

QUITCLAIM DEED FOR A PORTION OF UNIVERSITY VILLAGE PARCELS

1           IN WITNESS WHEREOF, the Grantor, the FORT ORD REUSE AUTHORITY, has  
2 caused these presents to be executed this 31st day of August, 2005.  
3  
4

5           **THE FORT ORD REUSE AUTHORITY**  
6  
7  
8  
9

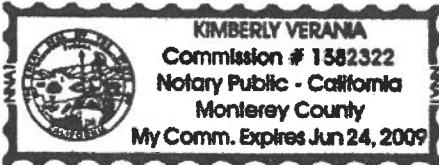
10          By:

11          Ila Mettee - McCutchan  
12          Chair

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

19  
20  
21         On August 31, 2005 before me, the undersigned, a Notary Public in and for said  
22 state, personally appeared Ila Mettee - McCutchan personally known to me (or  
23 proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to  
24 the within instrument and acknowledged to me that he executed the same in his authorized capacity,  
25 and that by his signature on the instrument the person, or the entity upon behalf of which the person  
26 acted, executed the instrument.

27  
28           WITNESS my hand and official seal.



\_\_\_\_\_  
Notary Public, State of California

**Legal Description for the Economic Development Conveyance  
of Lands within the Jurisdictional Boundary of the City of Marina  
from the Army Corps of Engineers  
to the City of Marina**

**Portion 1 – Economic Development Conveyance:**

That portion of the former Fort Ord, in the City of Marina, County of Monterey, State of California, comprised of the Army Corps of Engineers' parcels E2b.1.1.1, E2c.1 and a portion of parcel E2c.3.1 described as follows:

Commencing at the southerly terminus of that certain course on the perimeter boundary of the former Fort Ord labeled S 30°01'35" W 3217.80' as per map filed in Volume 19, Surveys, Page 1; thence

South 28°37'28" East, 458.75 feet to a point on the easterly line of State Highway 1 and the westerly line of "Marina II" as per map filed in Volume 23, Surveys, Page 92, said point being the Point of beginning; thence leaving said easterly and westerly line

South 88°19'38" East, 349.06 feet; thence

North 69°17'46" East, 175.30 feet; thence

South 88°19'38" East, 237.94 feet; thence

South 01°40'22" West, 66.94 feet; thence

South 88°19'38" East, 660.47 feet; thence

North 31°26'10" East, 298.27 feet; thence

South 52°25'51" East, 40.11 feet to a 3/4" iron pipe tagged LS 5992 marking the southwest corner of Parcel 3 as shown on the map of "Veteran's Transition Center" filed in Volume 19, Surveys, Page 126; thence southeasterly along the southwesterly line of said Parcel 3

South 52°25'51" East, 976.97 feet to a 3/4" iron pipe tagged LS 5992 marking the southeast corner of said Parcel 3, said point being the beginning of a non-tangent curve concave to the southeast having a radius of 1,330.00 feet, and to which beginning a radial bears North 59°11'05" West; thence northeasterly along the easterly lines of said Parcel 3 and Parcel 4 as shown on said map, 536.72 feet along the curve through a central angle of 23°07'18" to the most easterly corner of said Parcel 4; thence leaving the easterly line of said Parcel 4

South 46°04'54" East, 652.47 feet to a 1" iron pipe tagged LS 5992 marking the most westerly corner of Parcel 2 as shown on the map of "Y.W.C.A." filed in Volume 20, Surveys, Page 25, and the most northerly corner of Parcel 1 as shown on the map of "Children's Services, Inc." filed in Volume 19, Surveys, Page 50; thence southwesterly along the northwesterly line of said Parcel 1

EXHIBIT

A

South 72°58'32" West, 380.38 feet to a 1" iron pipe tagged LS 5992 marking the northwest corner of said Parcel 1; thence southerly along the westerly line of said Parcel 1

South 16°34'00" West, 310.34 feet to the southeast corner of said Parcel 1; thence easterly along the southerly line of said Parcel 1

South 73°09'00" East, 662.00 feet to a 1" iron pipe tagged LS 5992 marking the southeast corner of said Parcel 1; thence leaving said Parcel 1

South 73°19'23" East, 60.96 feet to a point hereinafter referred to as Tie-Point "H"; thence

South 16°48'20" West, 97.09 feet to the beginning of a curve concave to the northwest having a radius of 195.00 feet; thence southwesterly 155.74 feet along the curve through a central angle of 45°45'35" to the beginning of a reverse curve having a radius of 145.00 feet; thence southwesterly 105.29 feet along the curve through a central angle of 41°36'13" to the beginning of a compound curve having a radius of 40.00 feet; thence southeasterly 86.08 feet along the curve through a central angle of 123°17'54" to a point on the northerly line of that certain 137.00 foot right-of-way of Imjin Parkway, said point being the beginning of a non-tangent curve concave to the south having a radius of 1,567.00 feet, and to which beginning a radial bears South 12°20'12" East; thence westerly 136.28 feet along the curve through a central angle of 04°58'59" to the beginning of a reverse curve having a radius of 1,433.00 feet; thence westerly 7.95 feet along the curve through a central angle of 00°19'05" to the beginning of a non-tangent curve concave to the northwest having a radius of 40.00 feet, and to which beginning a radial bears North 17°00'06" West; thence northeasterly 51.04 feet along the curve through a central angle of 73°06'40" to the beginning of a reverse curve having a radius of 200.50 feet; thence northeasterly 219.33 feet along the curve through a central angle of 62°40'41" to the beginning of a reverse curve having a radius of 139.50 feet; thence northeasterly 107.17 feet along the curve through a central angle of 44°01'08" to the beginning of a compound curve having a radius of 40.00 feet; thence northwesterly 64.02 feet along the curve through a central angle of 91°41'47"; thence

North 73°09'00" West, 91.36 feet to the northeast corner of Parcel 1 as shown on the map of "Y.W.C.A." as filed in Volume 20, Surveys, Page 25; thence westerly along the northerly line of said Parcel 1

North 73°09'00" West, 324.00 feet to the northwest corner of said Parcel 1; thence leaving said Parcel 1

North 73°09'00" West, 219.11 feet; thence

South 16°45'37" West, 0.39 feet to the northeast corner of Parcel 3 as shown on the unrecorded Record of Survey for "Monterey Peninsula College"; thence southerly along the easterly line of said Parcel 3

South 16°45'37" West, 603.93 feet to a point on the northerly line of said right-of-way of Imjin Parkway, thence continuing southerly along the easterly line of said Parcel 3 and the northerly line of said right-of-way of Imjin Parkway

South 19°03'26" West, 10.95 feet to the southeast corner of said Parcel 3; thence westerly along the southerly line of said Parcel 3 and the northerly line of said right-of-way of Imjin Parkway

North 73°16'26" West, 470.78 feet to the southwest corner of said Parcel 3; thence leaving said Parcel 3 and continuing westerly along the northerly line of said right-of-way of Imjin Parkway

North 73°16'26" West, 60.00 feet to the southeast corner of Parcel 4 as shown on the unrecorded Record of Survey for "Monterey Peninsula College"; thence westerly along the southerly line of said Parcel 4 and along the northerly line of said right-of-way of Imjin Parkway

North 73°16'26" West, 328.66 feet to the southwest corner of said Parcel 4; thence northerly along the westerly line of said Parcel 4 and the northerly line of said right-of-way of Imjin Parkway

North 04°37'12" East, 11.44 feet to the southeast corner of Parcel 1 as shown on the map of "Veteran' Transition Center" filed in Volume 19, Surveys, Page 126; thence leaving said Parcel 4 and continuing westerly along the southerly line of said Parcel 1 and the northerly line of said right-of-way of Imjin Parkway

North 73°15'27" West, 37.47 feet; thence

North 85°36'03" West, 356.41 feet to the southwest corner of said Parcel 1, said point being the beginning of a non-tangent curve concave to the northwest having a radius of 165.00 feet, and to which beginning a radial bears North 50°21'25" West; thence northeasterly along the westerly line of said Parcel 1 and the northerly line of said right-of-way of Imjin Parkway 22.61 feet along the curve through a central angle of 07°51'06" to the beginning of a compound curve having a radius of 1,015.00 feet; thence northeasterly along the westerly line of said Parcel 1 and the northerly line of said right-of-way of Imjin Parkway, 59.45 feet along the curve through a central angle of 03°21'22" to the beginning of a non-tangent curve concave to the northeast having a radius of 1,930.00 feet, and to which beginning a radial bears North 25°24'12" East; thence leaving the westerly line of said Parcel 4 and continuing westerly along the northerly line of said right-of-way of Imjin Parkway, 129.34 feet along the curve through a central angle of 03°50'23"; thence

North 60°45'24" West, 1,185.61 feet to the future easterly CalTrans right-of-way line of State Highway 1, said point hereinafter referred to as Tie-Point "A"; thence continuing northwesterly along the northerly line of said right-of-way of Imjin Parkway; thence leaving the northerly line of said right-of-way of Imjin Parkway

North 60°45'24" West, 63.91 feet to the beginning of a non-tangent curve concave to the northeast having a radius of 408.14 feet, and to which beginning a radial bears North 28°44'23" East; thence northwesterly 260.04 feet along the curve through a central angle of 36°30'20" to the beginning of a non-tangent curve concave to the east having a radius of 590.24 feet, and to which beginning a radial bears North 72°15'47" East; thence northerly 222.64 feet along the curve through a central angle of 21°36'42" to a point on the easterly line of State Highway 1; thence northerly along the easterly line of State Highway 1

North 21°45'37" East, 81.84 feet to the Point of beginning.

Excepting there from the following parcels:

Parcel 1 as shown on the map of "The Housing Authority of Monterey County" filed in Volume 19, Surveys, Page 124

Parcel 1 as shown on the map of "The Veteran's Transition Center" filed in Volume 19, Surveys, Page 126

Parcel 1 as shown on the map of "Peninsula Outreach" filed in Volume 19, Surveys, Page 137

The former Parcel 2 as shown on the map of "Peninsula Outreach" filed in Volume 19, Surveys, Page 137, now the City of Marina.

Parcel 1 as shown on the map of "Rehabilitation Services" filed in Volume 20, Surveys, Page 17

Parcel 1 as shown on the map "Y.W.C.A." filed in Volume 20, Surveys, Page 25

The former Parcel 1 as shown on the unrecorded Record of Survey for "Shelter Plus", now the City of Marina

Parcels 1, 2, 3, 4 and 5 as shown on the unrecorded Record of Survey for "Monterey Peninsula College"

Containing 40.16 acres, more or less.

**Portion 2 – Right-of-way for Imjin Parkway, formerly 12th Street:**

That portion of the former Fort Ord, in the City of Marina, County of Monterey, State of California, comprised of the Army Corps of Engineers' parcels E2b.2.2, E2b.1.2, E2c.3.2 and E2c.4.1.1 described as follows:

**Beginning** at the aforementioned Tie-Point "A", said point being on the future easterly Caltrans right-of-way line State Highway 1; thence leaving said easterly line

South  $60^{\circ}45'24''$  East, 1,185.61 feet to the beginning of a curve concave to the northeast having a radius of 1,930.00 feet; thence southeasterly 129.34 feet along the curve through a central angle of  $03^{\circ}50'23''$  to a point on the westerly line of Parcel 1 as shown on the map for "Veteran's Transition Center" filed in Volume 19, Surveys, Page 126, said point being the beginning of a non-tangent curve concave to the northwest having a radius of 1,015.00 feet, and to which beginning a radial bears North  $61^{\circ}33'52''$  West; thence southwesterly along the westerly line of said Parcel 1, 59.45 feet along the curve through a central angle of  $03^{\circ}21'22''$  to the beginning of a compound curve having a radius of 165.00 feet; thence southwesterly 22.61 feet along the curve through a central angle of  $07^{\circ}51'06''$  to the southwest corner of said Parcel 1; thence easterly along the southerly line of said Parcel 1

South  $85^{\circ}36'03''$  East, 356.41 feet; thence

South  $73^{\circ}15'27''$  East, 37.47 feet to the southeast corner of said Parcel 1 and to a point on the westerly line of Parcel 4 as shown on the unrecorded Record of Survey for "Monterey Peninsula College"; thence leaving said Parcel 1 and continuing southerly along the westerly line of said Parcel 4

South  $04^{\circ}37'12''$  West, 11.44 feet; thence

South  $73^{\circ}16'26''$  East, 328.66 feet to the southeast corner of said Parcel 4; thence leaving said Parcel 4 continuing easterly

South  $73^{\circ}16'26''$  East, 60.00 feet to the southwest corner of Parcel 3 as shown on the unrecorded Record of Survey for "Monterey Peninsula College"; thence easterly along the southerly line of said Parcel 3

South  $73^{\circ}16'26''$  East, 470.78 feet to the southeast corner of said Parcel 3; thence northerly along the easterly line of said Parcel 3

North  $16^{\circ}45'37''$  East, 7.83 feet to the beginning of a non-tangent curve concave to the north having a radius of 1,433.00 feet, and to which beginning a radial bears North  $07^{\circ}25'47''$  East; thence leaving said Parcel 3 and proceeding easterly 611.04 feet along the curve through a central angle of  $24^{\circ}25'52''$  to the beginning of a reverse curve having a radius of 1,567.00 feet; thence easterly 566.92 feet along the curve through a central angle of  $20^{\circ}43'44''$ ; thence

North  $03^{\circ}24'33''$  East, 3.00 feet to the beginning of curve concave to the south having a radius of 1570.00 feet; thence easterly 1,061.44 feet along the curve through a central angle of  $38^{\circ}44'11''$ ; thence

South 47°51'16" East, 50.48 feet to a point hereinafter referred to as Tie-Point "B", said point being the beginning of a curve concave to the southwest having a radius of 2,070.00 feet; thence southeasterly 115.89 feet along the curve through a central angle of 3°12'28" to the beginning of a non-tangent compound curve concave to southwest having a radius of 1,920.00 feet, and to which beginning a radial bears North 40°09'24" East; thence southeasterly 497.96 feet along the curve through a central angle of 14°51'36"; thence

South 34°59'00" East, 924.88 feet to the beginning of a curve concave to the northeast having a radius of 550.00 feet; thence southeasterly 203.16 feet along the curve through a central angle of 21°09'51"; thence

South 42°22'07" East, 312.86 feet to the beginning of a non-tangent curve concave to the north having a radius of 670.00 feet, and to which beginning a radial bears North 05°32'33" East; thence westerly 289.47 feet along the curve through a central angle of 24°45'17" to the beginning of a non-tangent curve concave to the west having a radius of 450.00 feet, and to which beginning a radial bears South 83°05'11" West; thence northerly 157.36 feet along the curve through a central angle of 20°02'08"; thence

North 38°00'50" West, 207.84 feet; thence

South 73°34'22" West, 99.59 feet; thence

North 32°09'49" West, 69.08 feet to the beginning of a curve concave to the southwest having a radius of 3,930.00 feet; thence northwesterly 374.87 feet along the curve through a central angle of 05°27'55"; thence

North 37°37'45" West, 607.45 feet to the beginning of a curve concave to the southwest having a radius of 1,930.00 feet; thence northwesterly 344.44 feet along the curve through a central angle of 10°13'31"; thence

North 47°51'16" West, 50.48 feet to the beginning of a curve concave to the southwest having a radius of 1,430.00 feet; thence northwesterly 346.21 feet along the curve through a central angle of 13°52'18" to a point hereinafter referred to as Tie-Point "C"; thence continuing westerly 1137.93 feet along said curve through a central angle of 45°35'36" to the beginning of a reverse curve having a radius of 1,570.00 feet; thence westerly 933.35 feet along the curve through a central angle of 34°03'43"; thence

North 73°15'27" West, 288.89 feet; thence

South 16°44'33" West, 1.00 feet to the northeast corner of Parcel 2 as shown on the map for "Veteran's Transition Center" file in Volume 19, Surveys, Page 126; thence westerly along the northerly line of said Parcel 2

North 73°15'27" West, 159.76 feet to the northwest corner of said Parcel 2 and the northeast corner of Parcel 1 as shown on the map for "Goodwill Industries" filed in Volume 20, Surveys, Page 24; thence leaving said Parcel 2 and continuing westerly along the northerly line of said Parcel 1

North 73°16'34" West, 343.55 feet to the northwest corner of said Parcel 1, said point hereinafter referred to as Tie-Point "D"; thence leaving said Parcel 1

North 01°42'55" East, 3.14 feet to the beginning of a non-tangent curve concave to the northeast having a radius of 2,070.00 feet, and to which beginning a radial bears North 19°12'39" East; thence northwesterly 362.46 feet along the curve through a central angle of 10°01'57"; thence

North 60°45'24" West, 1,185.61 feet; thence

North 29°14'36" East, 140.00 feet to the Point of Beginning.

Containing 21.49 acres, more or less.

### **Portion 3 – Economic Development Conveyance**

That portion of the former Fort Ord, in the City of Marina, County of Monterey, State of California, comprised of the Army Corps of Engineers' parcel E2c.4.2.1 described as follows:

**Beginning at the north corner of Parcel 1 as shown on the unrecorded Record of Survey for "Monterey Salinas Transit", thence southerly along the westerly line of said Parcel 1**

South 01°04'12" West, 508.70 feet; thence leaving the westerly line of said Parcel 1

South 73°30'09" West, 149.66 feet; thence

South 65°31'44" West, 391.69 feet; thence

North 72°39'23" West, 301.05 feet; thence

North 17°52'59" East, 78.15 feet; thence

North 15°18'06" West, 183.54 feet; thence

North 20°53'46" East, 96.22 feet; thence

North 14°58'50" East, 308.06 feet; thence

North 39°53'22" East, 171.53 feet; thence

North 29°11'45" East, 28.35 feet to the southwest corner of Parcel 1 as shown on the unrecorded Record of Survey for "Marina Coast Water District"; thence easterly along the southerly line of said Parcel 1

North 87°30'45" East, 447.07 feet to the southeast corner of said Parcel 1, said point being on the southerly line of the right-of-way of Imjin Parkway; thence leaving said Parcel 1 and continuing southeasterly along the southerly line of said right-of-way

**South 34°59'00" East, 231.39 feet to the Point of Beginning.**

Containing 13.39 acres, more or less.

#### **Portion 4 – Church Parcel**

That portion of the former Fort Ord, in the City of Marina, County of Monterey, State of California, comprised of a portion of the Army Corps of Engineers' parcel E2b.1.3 described as follows:

Commencing at the aforementioned Tie-Point "D", said point being on the southerly line of the right-of-way of Imjin Parkway, said point being on the westerly line of Parcel 1 as shown on the map "Goodwill Industries" filed in Volume 20, Surveys, Page 24; thence leaving the southerly line of said right-of-way and proceeding southerly along the westerly line of said Parcel 1.

South 01°42'36", 395.28 feet to the Point of Beginning; thence continuing southerly along the westerly line of said Parcel 1

South 01°42'36" West, 315.00 feet to the southwest corner of said Parcel 1; thence leaving the westerly line of said Parcel 1

North 88°16'30" West, 200.00 feet; thence

North 01°42'36" East, 315.00 feet; thence

South 88°16'30" East, 200.00 feet to the Point of Beginning

Containing 1.45 acres, more or less.

## **Portion 5 – Economic Development Conveyance**

That portion of the former Fort Ord, in the City of Marina, County of Monterey, State of California, comprised of the Army Corps of Engineers' parcels E2c.3.3, E2d.1, E2d.2, A portion of E2b.1.3, a portion of E2b.1.4 and a portion of E2b.1.5 described as follows:

**Beginning at the aforementioned Tie-Point "C", said point being on the southerly line of the right-of-way of Imjin Parkway, said point also being the beginning of a curve concave to the south having a radius of 1430.00 feet; thence westerly along the southerly line of said right-of-way of Imjin Parkway, 1137.93 feet along the curve through a central angle of 45°35'36" to the beginning of a reverse curve having a radius of 1,570.00 feet; thence westerly 933.35 feet along the curve through a central angle of 34°03'43"; thence**

**North 73°15'27" West, 288.89 feet; thence**

**South 16°44'33" West, 1.00 feet to the northeast corner of Parcel 2 as shown on the map for "Veteran's Transition Center" file in Volume 19, Surveys, Page 126; thence westerly along the northerly line of said Parcel 2**

**North 73°15'27" West, 159.76 feet to the northwest corner of said Parcel 2 and the northeast corner of Parcel 1 as shown on the map for "Goodwill Industries" filed in Volume 20, Surveys, Page 24; thence leaving said Parcel 2 and continuing westerly along the northerly line of said Parcel 1**

**North 73°16'34" West, 343.55 feet to the northwest corner of said Parcel 1, said point being the aforementioned Tie-Point "D"; thence leaving said Parcel 1 and continuing westerly along the southerly line of said right-of-way of Imjin Parkway**

**North 01°42'55" East, 3.14 feet to the beginning of a non-tangent curve concave to the northeast having a radius of 2,070.00 feet, and to which beginning a radial bears North 19°12'39" East; thence northwesterly 362.46 feet along the curve through a central angle of 10°01'57"; thence**

**North 60°45'24" West, 352.27 feet to a point hereinafter referred to as Tie-Point "E" on the future right-of-way of 2nd Avenue; thence leaving the southerly line of said right-of-way of Imjin Parkway and proceeding southerly along the easterly line of said future right-of-way**

**South 29°14'36" West, 104.41 feet to the beginning of a curve concave to the east having a radius of 630.00 feet; thence southerly 303.22 feet along said curve through a central angle of 27°34'36"; thence**

**South 01°40'00" West, 1,866.37 feet to the northwest corner of Parcel 1 as shown on the map of "The Monterey Institute of Research in Astronomy" file in Volume 20, Surveys, Page 56; thence leaving the easterly line of said future right-of-way of 2nd Avenue and proceeding easterly along the northerly line of said Parcel 1**

**South 88°27'00" East, 295.14 feet to the northeast corner of said Parcel 1; thence**

**South 01°29'30" West, 84.12 feet; thence**

South 54°16'35" West, 74.28 feet; thence

South 01°40'00" West, 131.99 feet to a 3/4" iron pipe tagged RCE 15310 marking the southeast corner of said Parcel 1 and a point on the northerly line of Parcel 5A, as subdivided from Parcel 5 as shown on the map prepared for "California State University Monterey Bay" filed in Volume 19, Surveys, Page 15; thence leaving said Parcel 1 and continuing southerly along the northerly line of said Parcel 5A

South 01°40'00" West, 145.11 feet; thence easterly along the northerly line of said Parcel 5A

South 88°20'00" East, 378.99 feet; thence northerly along the northerly line of said Parcel 5A

North 01°40'00" East, 289.23 feet; thence westerly along the northerly line of said Parcel 5A

North 88°20'00" West, 40.00 feet; thence northerly along the northerly line of said Parcel 5A

North 01°40'00" East, 105.72 feet to the most northerly, northwest corner of said Parcel 5A; thence easterly along the northerly line of said Parcel 5A

South 79°30'00" East, 169.67 feet; thence leaving the northerly line of said Parcel 5A

North 16°45'08" East, 469.97 feet to a point on the southerly line of Parcel 3 as per map filed in Volume 20, Surveys, Page 91, said parcel being intended for the 100 foot transportation corridor along the future right-of-way of 9th Street, said corridor now to be relocated in accordance with the City of Marina's General Plan; thence easterly along the southerly line of said Parcel 3

South 88°20'00" East, 831.92 feet to the beginning of a curve concave to the south having a radius of 1,950.00 feet; thence continuing easterly along the southerly line of said Parcel 3, 533.55 feet along said curve through a central angle of 15°40'37"; thence

South 72°39'23" East, 1,526.76 feet to a point hereinafter referred to as Tie-Point "F"; thence leaving the southerly line of said Parcel 3 and proceeding northwesterly

North 27°39'23" West, 70.71 feet to the most easterly, northeast corner of said Parcel 3; thence easterly along the northerly line of said Parcel 3

North 72°39'23" West, 974.45 feet; thence northerly along the northerly line of said Parcel 3

North 16°51'19" East, 50.00 feet to the most northerly, northeast corner of said Parcel 3 and the southeast corner of Parcel 2 as shown on the unrecorded Record of Survey for "Marina Coast Water District"; thence leaving the northerly line of said Parcel 3 and proceeding northerly along the easterly line of said Parcel 2

North 16°51'19" East, 444.07 feet to the most easterly, northeast corner of said Parcel 2; thence leaving said Parcel 2 and continuing northerly

North 16°51'19" East, 299.47 feet; thence

North 44°32'33" East, 853.06 feet; to the **Point of Beginning.**

**Excepting there from the following parcels:**

Parcel 1 as shown on the map prepared for "Shelter Plus" filed in Volume 19, Surveys, Page 111

Parcel 2 as shown on the map prepared for "The Veteran's Transition Center" filed in Volume 19, Surveys, Page 126

Parcel 1 as shown on the map prepared for "Goodwill Industries" filed in Volume 20, Surveys, Page 24

Parcel 2 as shown on the unrecorded Record of Survey for "Marina Coast Water District"

Portion 4 as previously described herein

Containing 87.82 acres, more or less.

## **Portion 6 – Economic Development Conveyance**

That portion of the former Fort Ord, in the City of Marina, County of Monterey, State of California, comprised of the Army Corps of Engineers' parcels E2b.1.1.2, a portion of E2b.2.1, E2b.2.5, a portion of E2b.2.3, E2b.2.4, E2b.3.2 and E2b.3.1.1, and parcel L12.3 formerly known as Parcel 3 as shown on the map prepared for "Peninsula Outreach" filed in Volume 19, Surveys, Page 137, described as follows:

Commencing at the southerly terminus of that certain course on the perimeter boundary of the former Fort Ord labeled S 30°01'35" W 3217.80' as per map filed in Volume 19, Surveys, Page 1; thence

South 02°29'57" West, 1003.52 feet to a point on the easterly line of State Highway 1, said point being the Point of Beginning; thence southwesterly along said easterly line of State Highway 1

South 53°10'11" West, 113.07 feet; thence

South 43°29'46" West, 104.41 feet; thence

South 31°07'02" West, 301.55 feet; thence

South 31°14'19" West, 363.17 feet to the northwest corner of Parcel 2 as shown on the map prepared for the "Transportation Authority of the Monterey County" filed in Volume 20, Surveys, Page 90; thence leaving said easterly line of State Highway 1 and proceeding easterly along the northerly line of said Parcel 2

North 88°40'11" East, 164.49 feet to the beginning of a non-tangent curve concave to the south having a radius of 412.00 feet, and to which beginning a radial bears North 11°17'12" West; thence easterly 75.05 feet along said curve through a central angle of 10°26'12"; thence northerly along the northerly line of said Parcel 2

North 00°51'00" West, 8.00 feet; thence easterly along the northerly line of said Parcel 2

North 89°09'00" East, 238.78 feet; thence northerly along the northerly line of said Parcel 2

North 00°51'00" West, 5.50 feet; thence easterly along the northerly line of said Parcel 2

North 89°09'00" East, 484.60 feet to the northeast corner of said Parcel 2; thence southerly along the easterly line of said Parcel 2

South 00°51'00" East, 27.50 feet; thence westerly along the easterly line of said Parcel 2

South 89°09'00" West, 567.00 feet; thence southerly along the easterly line of said Parcel 2

South 00°51'00" East, 8.00 feet; thence westerly along the southerly line of said Parcel 2

South 89°09'00" West, 156.38 feet to the beginning of a curve concave to the southeast having a radius of 390.00 feet; thence southwesterly along the easterly line of said Parcel 2, 432.91 feet along said curve through a central angle of 63°36'00" to the beginning of a compound curve having a radius of 4,235.00 feet; thence southerly along the easterly line of said Parcel 2, 935.47 feet along said curve through a central angle of 12°39'22" to the beginning of a compound curve having a radius of 785.00 feet; thence southerly along the easterly line of said Parcel 2, 249.50 feet along said curve through a central angle of 18°12'38"; thence

South 05°19'00" East, 221.10 feet to the beginning of a curve concave to the west having a radius of 815.00 feet; thence 182.55 feet along said curve through a central angle of 12°50'00"; thence

South 07°31'00" West, 58.05 feet to the beginning of a curve concave to the east having a radius of 735.00 feet; thence 75.26 feet along said curve through a central angle of 05°52'00"; thence

South 01°39'00" West, 39.18 feet to the northwest corner of Parcel 3 as shown on the map prepared for the "Transportation Authority of Monterey County" filed in Volume 20, Surveys, Page 90 and the southwest corner of Parcel 3 as per map filed in Volume 20, Surveys, Page 91; thence leaving the easterly line of said Parcel 2 and proceeding easterly along the southerly line of Parcel 3 as per map filed in Volume 20, Surveys, Page 91 and the northerly line of Parcel 3 as per map filed in Volume 20, Surveys, Page 90

South 88°18'35" East, 59.69 feet to the beginning of a curve concave to the southwest having a radius of 50.00 feet; thence easterly 23.22 feet along said curve through a central angle of 26°36'38" to a point of the southerly line of said Parcel 3 as per map filed in Volume 20, Surveys, Page 91; thence leaving said Parcel 3 as per map filed in Volume 20, Surveys, Page 91 and continuing southeasterly along the northerly line of said Parcel 3 as per map filed in Volume 20, Surveys, Page 90, 55.12 feet along said curve through a central angle of 63°09'47" to a 5/8" rebar with aluminum disc stamped RCE 15310; thence southerly along the easterly line of said Parcel 3

South 01°27'50" West, 1,295.81 feet to a 3/4" iron pipe tagged RCE 15310 marking the most northerly, northwest corner of Parcel 1 as shown on the map prepared for "Monterey Salinas Transit", filed in Volume 25, Surveys, Page 54; thence leaving the easterly line of said Parcel 3 and proceeding easterly along the northerly line of said Parcel 1

South 88°21'00" East, 181.87 feet to a 1" iron pipe tagged RCE 15310 marking the northeast corner of said Parcel 1; thence southerly along the easterly line of said Parcel 1

South 01°39'00" West, 552.71 feet to a 1" iron pipe tagged RCE 15310 marking the southeast corner of said Parcel 1; thence easterly along the southerly of said Parcel 1

North 88°21'00" West, 461.08 feet to a 1" iron pipe tagged RCE 15310 marking the southwest corner of said Parcel 1, said point also being on the easterly line of Parcel 2 as shown on the map prepared for the "Transportation Authority of Monterey County" filed in Volume 20, Surveys, Page 90, said point also being the beginning of a non-

tangent curve concave to the northwest having a radius of 465.00 feet, and to which beginning a radial bears South 63°54'49" East; thence leaving said Parcel 1 and proceeding southwesterly along the southerly line of said Parcel 2, 77.30 feet along said curve through a central angle of 09°31'27" to the most southerly northeast corner of Parcel 1 as shown on the map prepared for the "Transportation Authority of Monterey County" filed in Volume 20, Surveys, Page 90 and the south corner of said Parcel 2; thence leaving said Parcel 1 and Parcel 2

South 03°47'56" East, 171.82 feet to the beginning of a curve concave to the east having a radius of 2,513.46 feet; thence southerly 427.21 feet along said curve through a central angle of 09°44'19"; thence

South 18°30'27" East, 537.96 feet; thence

South 88°08'20" East, 84.39 feet; thence

North 73°46'16" East, 159.55 feet; thence

South 01°35'17" West, 53.30 feet to a 1/2" rebar tagged LS 3304 marking the northwest corner of Parcel 1 as shown on the map of "Seaside 1A" filed in Volume 23, Surveys, Page 97; thence easterly along the northerly line of said Parcel 1

South 87°53'27" East, 1,389.68 feet to a 1/2" rebar tagged LS 3304 marking the northeast corner of said Parcel 1 and the northwest corner of Parcel 8 as shown on the map prepared for "California State University Monterey Bay" filed in Volume 19, Surveys, Page 15; thence leaving said Parcel 1 and Parcel 8

North 01°40'00" East, 564.35 feet to a mag nail & tag LS 4974 on the southerly line Parcel 1 as shown on the map of the "Tennis Facility for the City of Marina" filed in Volume 23, Surveys, Page 107; thence easterly along the southerly line of said Parcel 1

North 88°20'00" West, 416.26 feet to a mag nail & tag LS 4974 marking the southwest corner of said Parcel 1; thence northerly along the westerly line of said Parcel 1

North 01°40'00" East, 325.00 feet to a mag nail & tag LS 4974 marking the northwest corner of said Parcel 1; thence easterly along the northerly line of said Parcel 1

South 88°20'00" East, 423.00 feet to a mag nail & tag LS 4974 marking the most northerly, northeast corner of said Parcel 1; thence

South 01°40'00" West, 62.00 feet to a mag nail & tag LS 4974 on the northerly line of said Parcel 1; thence easterly along the northerly line of said Parcel 1

South 88°20'00" East, 50.00 feet; thence leaving the northerly line of said Parcel 1

North 01°40'00" East, 1,405.95 feet to a point on the southerly line of Parcel 2 as shown on the map of the "Sports Center for the City of Marina" filed in Volume 23, Surveys, Page 106; thence easterly along the southerly line of said Parcel 2

South 88°20'14" East, 80.21 feet to the southeast corner of said Parcel 2; thence northerly along the easterly line of said Parcel 2

North 01°39'27" East, 855.87 feet to the northeast corner of said Parcel 2; thence easterly along the northerly line of said Parcel 2

North 88°20'40" West, 40.07 feet; thence leaving the northerly line of said Parcel 2

North 01°40'00" East, 40.07 feet to the southeast corner of Parcel 1 as shown on the map of the "Sports Center for the City of Marina" filed in Volume 23, Surveys, Page 106; thence continuing northerly along the easterly line of said Parcel 1

North 01°40'00" East, 378.00 feet to the northeast corner of said Parcel 1 and a point on the southerly line of Parcel 3 as per map filed in Volume 20, Surveys, Page 91, said parcel being intended for the 100 foot transportation corridor along the future right-of-way of 9th Street, said corridor now to be relocated in accordance with the City of Marina's General Plan; thence westerly along the southerly line of said Parcel 3 and the northerly line of said Parcel 1

North 88°20'00" West, 40.00 feet; thence leaving said Parcel 3 and Parcel 1

North 01°40'00" East, 1,449.48 feet to the beginning of a curve concave to the east having a radius of 770.00 feet; thence northerly 370.60 feet along said curve through a central angle of 27°34'36"; thence

North 29°14'36" East, 104.41 feet to a point on the southerly line of the right-of-way of Imjin Parkway; thence

North 60°45'24" West, 693.34 feet to the future easterly CalTrans right-of-way line of State Highway 1; thence continuing northwesterly along the southerly line of said right-of-way of Imjin Parkway;

North 60°45'24" West, 42.64 to the beginning of a curve concave to the south having a radius of 411.84 feet; thence northwesterly 174.04 feet along the curve through a central angle of 24°12'48"; thence

South 54°20'06" West, 204.19 feet; thence

North 32°24'27" West, 99.47 feet to the Point of Beginning.

Excepting there from the following parcels:

Parcels 1 & 2 as shown on the map prepared for "The Sports Center" for the City of Marina, filed in Volume 23, Surveys, Page 106

Parcel 1 as shown on the map prepared for "C.I.D." filed in Volume 24, Surveys, Page 04

Containing 188.60 acres, more or less.

### **Portion 7 – Right-of-way for 2nd Avenue**

That portion of the former Fort Ord, in the City of Marina, County of Monterey, State of California, comprised of the Army Corps of Engineers' parcels a portion of E2b.2.1, a portion of E2b.1.3, a portion of E2b.1.4, a portion of E2b.2.3, a portion of E2b.1.5 and a portion of E2b.3.1.1 described as follows:

**Beginning** at the aforementioned Tie-Point "E", said point being on the southerly line of the right-of-way of Imjin Parkway; thence leaving the southerly line of said right-of-way of Imjin Parkway

South  $29^{\circ}14'36''$  West, 104.41 feet to the beginning of a curve concave to the east having a radius of 630.00 feet; thence southerly 303.22 feet along said curve through a central angle of  $27^{\circ}34'36''$ ; thence

South  $01^{\circ}40'00''$  West, 1,866.37 feet to the northwest corner of Parcel 1 as shown on the map of "The Monterey Institute of Research in Astronomy" file in Volume 20, Surveys, Page 56; thence southerly along the westerly line of said Parcel 1

South  $01^{\circ}40'00''$  West, 260.62 feet to a 3/4 " iron pipe tagged RCE 15310 marking the southwest corner of said Parcel 1 and the most westerly, northwest corner of Parcel 5A as subdivided from Parcel 5 as shown on the map prepared for "California State University Monterey Bay" filed in Volume 19, Surveys, Page 15; thence leaving said Parcel 1 and continuing southerly along the westerly line of said Parcel 5A

South  $01^{\circ}40'00''$  West, 1,033.63 feet to the southwest corner of said Parcel 5A and the northwest corner of Parcel 1 as shown on the map prepared for "California State University Monterey Bay" filed in Volume 19, Surveys, Page 15; thence leaving said Parcel 5A and continuing southerly along the westerly line of said Parcel 1

South  $01^{\circ}40'00''$  West, 1,231.76 feet; thence

North  $88^{\circ}20'00''$  West, 50.05 feet to the southeast corner of Parcel 1 as shown on the map of the "Tennis Facility for the City of Marina" filed in Volume 23, Surveys, Page 107; thence leaving the westerly line of said Parcel 1 as per map filed in Volume 19, Surveys, Page 15 and proceeding northerly along the easterly line of said Parcel 1 as per map filed in Volume 23, Surveys, Page 107

North  $01^{\circ}40'00''$  East, 263.00 feet to a mag nail & tag LS 4974 marking the northeast corner of said Parcel 1; thence westerly along the northerly line of said Parcel 1

North  $88^{\circ}20'00''$  West, 90.00 feet; thence leaving the northerly line of said Parcel 1

North  $01^{\circ}40'00''$  East, 1,405.95 feet to a point on the southerly line of Parcel 2 as shown on the map of the "Sports Center for the City of Marina" filed in Volume 23, Surveys, Page 106; thence easterly along the southerly line of said Parcel 2

South  $88^{\circ}20'14''$  East, 80.21 feet to the southeast corner of said Parcel 2; thence northerly along the easterly line of said Parcel 2

North 01°39'27" East, 855.87 feet to the northeast corner of said Parcel 2; thence easterly along the northerly line of said Parcel 2

North 88°20'40" West, 40.07 feet; thence leaving the northerly line of said Parcel 2

North 01°40'00" East, 40.07 feet to the southeast corner of Parcel 1 as shown on the map of the "Sports Center for the City of Marina" filed in Volume 23, Surveys, Page 106; thence continuing northerly along the easterly line of said Parcel 1

North 01°40'00" East, 378.00 feet to the northeast corner of said Parcel 1 and a point on the southerly line of Parcel 3 as per map filed in Volume 20, Surveys, Page 91, said parcel being intended for the 100 foot transportation corridor along the future right-of-way of 9th Street, said corridor now to be relocated in accordance with the City of Marina's General Plan; thence westerly along the southerly line of said Parcel 3 and the northerly line of said Parcel 1

North 88°20'00" West, 40.00 feet; thence leaving said Parcel 3 and Parcel 1

North 01°40'00" East, 1,449.48 feet to the beginning of a curve concave to the east having a radius of 770.00 feet; thence northerly 370.60 feet along said curve through a central angle of 27°34'36"; thence

North 29°14'36" East, 104.41 feet to a point on the southerly line of the right-of-way of Imjin Parkway, shown as Parcel 1 as per map filed in Volume 20, Surveys, Page 91; thence southeasterly along the southerly line of said right-of-way

South 60°45'24" East, 140.00 feet to the Point of Beginning.

Containing 13.05 acres, more or less.

## **Portion 8 – Maintenance Center Building – Phase 2**

That portion of the former Fort Ord, in the City of Marina, County of Monterey, State of California, comprised of the Army Corps of Engineers' parcel L.5.8.2 described as follows:

**Beginning at the northeasterly corner of Parcel 5C as subdivided from Parcel 5 as shown on the map prepared for "California State University Monterey Bay" filed in Volume 19, Surveys, Page 15, and from which point the aforementioned Tie-Point "E" bears North 49°29'39" East, 820.21 feet; thence leaving said Parcel 5A**

**South 67°04'35" East, 470.22 feet to a 1" iron pipe tagged Monterey County Department of Public Works marking the most northerly, northwest corner of Parcel 1 as shown on the map prepared for the "Monterey County Department of Public Works" filed in Volume 20, Surveys, Page 04; thence along the westerly line of said Parcel 1**

**South 57°19'57" West, 172.10 feet; thence**

**South 02°15'00" West, 420.35 feet to southwest corner of said Parcel 1; thence leaving said Parcel 1**

**North 87°21'00" West, 326.58 feet to a point on the easterly line of Parcel 5A as subdivided from Parcel 5 as shown on the map prepared for "California State University Monterey Bay" filed in Volume 19, Surveys, Page 15, said point hereinafter referred to as Tie-Point "G"; thence northerly along the easterly line of said Parcel 5A**

**North 05°40'00" East, 147.70 feet to the beginning of a curve concave to the west having a radius of 800.00 feet; said point being the southeasterly corner of Parcel 5C as subdivided from Parcel 5 as shown on the map prepared for "California State University Monterey Bay" filed in Volume 19, Surveys, Page 15; thence leaving said Parcel 5A and continuing northerly along the easterly line of said Parcel 5C, 90.76 feet along said curve through a central angle of 06°30'00"; thence**

**North 00°50'00" West, 160.94 feet to the beginning of a curve concave to the east having a radius of 500.00 feet; thence 88.72 feet along said curve through a central angle of 10°10'00"; thence**

**North 09°20'00" East, 196.68 feet to the Point of Beginning.**

Containing 4.86 acres, more or less.

### **Portion 9 – Maintenance Center Building – Phase 1**

That portion of the former Fort Ord, in the City of Marina, County of Monterey, State of California, comprised of the Army Corps of Engineers' parcel L.5.8.1 described as follows:

**Beginning at the aforementioned Tie-Point "G", said point being on the easterly line of Parcel 5A as subdivided from Parcel 5 as shown on the map prepared for "California State University Monterey Bay" filed in Volume 19, Surveys, Page 15, thence leaving the easterly line of said Parcel 5A**

**South 87°21'00" East, 326.58 feet to a point on the westerly line of Parcel 1 as shown on the map prepared for the "Monterey County Department of Public Works" file in Volume 20, Surveys, Page 04; thence southerly along the westerly line of said Parcel 1**

**South 02°15'00" West, 4.70 feet to the southwest corner of said Parcel 1 and the northwest corner of Parcel 5B as subdivided from Parcel 5 as shown on the map prepared for "California State University Monterey Bay" filed in Volume 19, Surveys, Page 15, thence leaving said Parcel 1 and continuing along the easterly line of Parcel 5B**

**South 02°14'58" West, 193.12 feet; thence**

**South 87°45'00" East, 110.96 feet; thence**

**South 02°15'00" West, 146.76 feet; thence**

**South 87°45'00" East, 80.87 feet; thence**

**South 02°15'00" West, 398.80 feet to the southwest corner of said Parcel 5B and the northwest corner of Parcel 9 as shown on the map prepared for "California State University Monterey Bay" filed in Volume 19, Surveys, Page 15, said point also being an easterly corner of Parcel 5A as shown on the map of the same; thence leaving said Parcel 5B and Parcel 9 and continuing westerly along a line of Parcel 5B**

**North 87°45'00" West, 542.81 feet; thence northerly along the easterly line of said Parcel 5B**

**North 02°15'00" East, 98.34 feet to the southwest corner of Parcel 6 as shown on the unrecorded Record of Survey for "Monterey Peninsula College"; thence leaving said easterly line of Parcel 5B and continuing easterly along the southerly line of said Parcel 6**

**South 87°45'00" East, 206.28 feet to the southeast corner of said Parcel 6; thence northerly along the easterly line of said Parcel 6**

**North 02°15'00" East, 202.50 feet to the northeast corner of said Parcel 6; thence westerly along the northerly line of said Parcel 6**

North 87°45'00" West, 206.14 feet to the beginning of a non-tangent curve concave to the east having a radius of 2,000.00 feet, and to which beginning a radial bears North 87°04'21" West, said point being the northwest corner of said Parcel 6 and a point on the easterly line of said Parcel 5B; thence leaving said Parcel 6 and continuing northerly along the easterly line of said Parcel 5B, 95.61 feet along said curve through a central angle of 02°44'21"; thence

North 05°40'00" East, 349.90 feet to the Point of Beginning.

Containing 7.06 acres, more or less.

### **Portion 10 – Right-of-way for 6th Avenue and 8th Street**

That portion of the former Fort Ord, in the City of Marina, County of Monterey, State of California, comprised of the Army Corps of Engineers' parcel E2e.1 described as follows:

Commencing at a 1" iron pipe tagged Monterey County Department of Public Works marking the most northerly, northwest corner of Parcel 1 as shown on the map prepared for the "Monterey County Department of Public Works" filed in Volume 20, Surveys, Page 04; thence along the northerly line of said Parcel 1

South 70°00'00" East, 368.20 feet to a 1" iron pipe tagged Monterey County Department of Public Works, said point being the beginning of a curve concave to the south having a radius of 650.00 feet; thence easterly 46.45 feet along said curve through a central angle of 4°05'40" to the Point of Beginning; thence continuing along the northerly line of said Parcel 1 and southeasterly 268.36 feet along said curve through a central angle of 23°39'20"; thence

South 42°15'00" East, 347.47 feet to southeast corner of said Parcel 1 and the most northerly, northeast corner of Parcel 5B as subdivided from Parcel 5 as shown on the map prepared for "California State University Monterey Bay" filed in Volume 19, Surveys, Page 15, thence leaving the easterly; thence leaving said Parcel 1 and continuing southeasterly along the northeasterly line of said Parcel 5B

South 42°15'00" East, 354.97 feet to the northeast corner of said Parcel 5B and the northwest corner of Parcel 10 as shown on the map prepared for "Golden Gate University" filed in Volume 19, Surveys, Page 20; thence leaving said Parcel 5B and continuing southeasterly along the northeasterly line of said Parcel 10

South 42°00'00" East, 836.45 feet to a 3/4" iron pipe tagged RCE 15310; thence

South 48°57'45" East, 211.74 feet to a 3/4" iron pipe tagged RCE 15310, said point being the beginning of a curve concave to the southwest having a radius of 83.00 feet; thence southeasterly 74.19 feet along said curve through a central angle of 51°12'45" to a 3/4" iron pipe tagged RCE 15310 marking the southeast corner of said Parcel 10 and being a point on the northerly line of Parcel 9 as shown on the map prepared for "California State University Monterey Bay", filed in Volume 19, Surveys, Page 15; thence leaving said Parcel 10 and proceeding southerly along the northerly line of said Parcel 9

South 02°15'00" West, 61.37 feet to a 3/4" iron pipe tagged RCE 15310 on the northerly line of said Parcel 9; thence easterly along the northerly line of said Parcel 9

South 87°45'00" East, 177.66 feet to the southwest corner of Parcel 2 as shown on the map of "Monterey County V" filed in Volume 23, Surveys, Page 94; thence leaving the northerly line of said Parcel 9 and proceeding northerly

North 02°15'00" East, 64.00 feet to the northwest corner of said Parcel 2, said point also being on the southerly line of Parcel 9 as shown on the map prepared for the "University of California at Santa Cruz" filed in Volume 19, Surveys, Page 20; thence leaving said Parcel 2 and proceeding westerly along said southerly line of Parcel 9

North 87°45'00" West, 5.88 feet to a 3/4" iron pipe tagged RCE 15310 marking the beginning of a curve concave to the northeast having a radius of 150.00 feet; thence northwesterly along the southerly line of said Parcel 9, 154.66 feet along said curve through a central angle of 59°04'34" to a 3/4" iron pipe tagged RCE 15310 marking the beginning of a reverse curve having a radius of 147.00 feet; thence northwesterly 52.05 feet along said curve through a central angle of 20°17'19" to a 3/4" iron pipe tagged RCE 15310; thence

North 48°57'45" West, 207.85 feet to a 3/4" iron pipe tagged RCE 15310; thence

North 42°00'00" West, 832.70 feet to a 3/4" iron pipe tagged RCE 15310; thence

North 42°15'00" West, 65.27 feet to a 3/4" iron pipe tagged RCE 15310 marking the southwest corner of said Parcel 9; thence northerly along the westerly line of said Parcel 9

North 02°15'00" East, 153.71 feet to a 3/4" iron pipe tagged RCE 15310 marking the beginning of a curve concave to the west having a radius of 1,000.00 feet; thence 104.35 feet along said curve through a central angle of 05°58'44" to a 3/4" iron pipe tagged RCE 15310; thence

North 03°43'44" West, 116.60 feet to a 3/4" iron pipe tagged RCE 15310 marking the beginning of a curve concave to the east having a radius of 1,000.00 feet; thence 110.24 feet along said curve through a central angle of 06°18'59" to a 3/4" iron pipe tagged RCE 15310; thence

North 02°35'16" East, 599.95 feet to a 3/4" iron pipe tagged RCE 15310 to the beginning of a curve concave to the southeast having a radius of 150.00 feet; thence northeasterly 132.68 feet along said curve through a central angle of 50°40'47" to the southeast corner of Parcel 2 as per map filed in Volume 20, Surveys, Page 91, said point also being the beginning of a non-tangent curve concave to the north having a radius of 2,050.53 feet, and to which beginning a radial bears South 04°03'57" West; thence leaving the westerly line of said Parcel 9 and proceeding westerly along the southerly line of said Parcel 2, 139.23 feet along said curve through a central angle of 03°53'25" to a point on the easterly line of Parcel 2 as shown on the map prepared for the "Monterey County Department of Public Works"; thence leaving the southerly line of said Parcel 2 as per map filed in Volume 20, Surveys, Page 91 and proceeding southerly along the easterly line of said Parcel 2 as per map filed in Volume 20, Surveys, Page 4

South 02°35'17" West, 724.30 feet to the beginning of a curve concave to the east having a radius of 1,084.00 feet; thence 119.51 feet along said curve through a central angle of 06°19'01"; thence

South 03°43'44" East, 116.60 feet to the beginning of a curve concave to the west having a radius of 916.00 feet; thence 95.59 feet along said curve through a central angle of 05°58'44"; thence

South 02°15'00" West, 39.69 feet to the south corner of said Parcel 2; thence northwesterly along the southerly line of said Parcel 2

North 42°15'00" West, 497.11 feet to the beginning of a curve concave to the southwest having a radius of 734.00 feet; thence 256.32 feet along said curve through a central angle of 20°00'30" to the beginning of a reverse curve having a radius of 50.00 feet; thence northerly 71.78 feet along said curve through a central angle of 82°15'14" to the west corner of said Parcel 2; thence leaving said Parcel 2 and continuing southwesterly

South 24°05'40" West, 128.84 feet to the Point of Beginning.

Containing 6.10 acres, more or less.

**Portion 11 – Tank site to be used by the Marina Coast Water District**

That portion of the former Fort Ord, in the City of Marina, County of Monterey, State of California, comprised of the Army Corps of Engineers' parcel E4.5 described as follows:

**Beginning at a point from which point the aforementioned Tie-Point "A" bears South 46°02'20" West, 276.32 feet; thence**

North 34°45'00" East, 425.00 feet; thence

South 55°15'00" East, 300.00 feet; thence

South 34°45'00" West, 425.00 feet; thence

North 55°15'00" West, 300.00 feet to the Point of Beginning.

Containing 2.93 acres, more or less.

**Portion A – Lease Area "A"**

That portion of the former Fort Ord, in the City of Marina, County of Monterey, State of California, comprised of a portion of the Army Corps of Engineers' parcels E2c.3.1 and E2c.3.2 described as follows:

**Beginning at the aforementioned Tie-Point "H"; thence**

South  $73^{\circ}19'23''$  East, 12.15 feet to the beginning of a curve concave to the southwest having a radius of 500.00 feet; thence southeasterly 134.94 feet along the curve through a central angle of  $15^{\circ}27'48''$ ; thence

South  $57^{\circ}51'35''$  East, 183.25 feet; thence

South  $03^{\circ}24'33''$  West, 150.12 feet to a point on the northerly line of that certain 137.00 foot right-of-way line of Imjin Parkway, said point also being the beginning of a non-tangent curve concave to the south having a radius of 1,570.00 feet, and to which beginning a radial bears South  $03^{\circ}24'33''$  West; thence westerly 430.64 feet along the curve through a central angle of  $15^{\circ}44'45''$  to the beginning of a reverse curve having a radius of 40.00 feet; thence northwesterly 86.08 feet along the curve through a central angle of  $123^{\circ}17'54''$  to the beginning of a compound curve having a radius of 145.00 feet; thence northeasterly 105.29 feet along the curve through a central angle of  $41^{\circ}36'13''$  to the beginning of a reverse curve having a radius of 195.00 feet; thence northeasterly 155.74 feet along the curve through a central angle of  $45^{\circ}45'35''$ ; thence

**North  $16^{\circ}48'20''$  East, 97.09 feet to the Point of Beginning.**

Containing 2.24 acres, more or less.

**Portion B – Lease Area "B"**

That portion of the former Fort Ord, in the City of Marina, County of Monterey, State of California, comprised of a portion of the Army Corps of Engineers' parcels E2c.3.1 and E2c.3.2 described as follows:

**Beginning at the northeast corner of Parcel 1 as shown on the map for "Y.W.C.A." filed in Volume 20, Surveys, Page 25; thence leaving said Parcel 1**

South  $73^{\circ}09'00''$  East, 91.36 feet to the beginning of a curve concave to the southwest having a radius of 40.00 feet; thence southeasterly 64.02 feet along the curve through a central angle of  $91^{\circ}41'47''$  to the beginning of a compound curve having a radius of 139.50 feet; thence southwesterly 107.17 feet along the curve through a central angle of  $44^{\circ}01'08''$  to the beginning of a reverse curve having a radius of 200.50 feet; thence southwesterly 219.33 feet along the curve through a central angle of  $62^{\circ}40'41''$  to the beginning of a reverse curve having a radius of 40.00 feet; thence southwesterly 51.04 feet along the curve through a central angle of  $73^{\circ}06'40''$  to the beginning of a compound curve having a radius of 1,433.00 feet, said point being on the northerly line of that certain 137.00 foot right-of-way of Imjin Parkway; thence westerly along the northerly line of said right-of-way of Imjin Parkway, 611.04 feet along the curve through a central angle of  $24^{\circ}25'52''$  to a point on the easterly line of Parcel 3 as shown on the unrecorded Record of Survey for "Monterey Peninsula College; thence northerly along the easterly line of said Parcel 3

North  $16^{\circ}45'37''$  East, 385.48 feet; thence leaving said Parcel 3

South  $73^{\circ}14'23''$  East, 218.76 feet; thence

North  $16^{\circ}51'00''$  East, 41.83 feet to the southwest corner of said Parcel 1; thence easterly along the southerly line of said Parcel 1

South  $73^{\circ}08'16''$  East, 324.00 feet to the southeast corner of said Parcel 1; thence northerly along the easterly line of said Parcel 1

North  $16^{\circ}51'00''$  East, 179.85 feet to the **Point of Beginning.**

**Together with:**

Parcel 1 as shown on the map for "Y.W.C.A." filed as Volume 20, Surveys, Page 25.

Containing 6.03 acres, more or less

**Portion C – Lease Area "C"**

That portion of the former Fort Ord, in the City of Marina, County of Monterey, State of California, comprised of a portion of the Army Corps of Engineers' parcel E2c.3.1 described as follows:

**Beginning at the northwest corner of Parcel 1 as shown on the map for "Y.W.C.A." filed in Volume 20, Surveys, Page 25; thence southerly along the westerly line of said Parcel 1**

South 16°51'00" West, 179.78 feet to the southwest corner of said Parcel 1; thence leaving said Parcel 1

South 16°51'00" West, 41.83 feet; thence

North 73°14'23" West, 218.76 feet to a point on the easterly line of Parcel 3 as shown on the unrecorded Record of Survey for "Monterey Peninsula College"; thence northerly along the easterly line of said Parcel 3

North 16°45'37" East, 221.56 feet to the northeast corner of said Parcel 3; thence leaving said Parcel 3

North 16°45'37" East, 0.39 feet; thence

South 73°09'00" East, 219.11 feet to the Point of Beginning.

Containing 1.11 acres, more or less.

**Portion D – Lease Area "D"**

That portion of the former Fort Ord, in the City of Marina, County of Monterey, State of California, comprised of a portion of the Army Corps of Engineers' parcel E2c.3.2 described as follows:

**Beginning** at a point on the northerly line of that certain 140.00 foot right-of-way of Imjin Parkway that bears North 44°32'33" East, 145.29 feet from the aforementioned Tie-Point "C"; thence

North 44°32'33" East, 11.73 feet; thence

North 50°19'16" West, 195.35 feet to the beginning of a curve concave to the south having a radius of 920.00 feet; thence westerly 585.19 feet along said curve through a central angle of 36°26'40"; thence

South 03°24'33" West, 139.53 feet to a point on the northerly line of said right-of-way of Imjin Parkway, said point being the beginning of a non-tangent curve concave to the south having a radius of 1,570.00 feet, and to which beginning a radial bears North 29°45'34" East; thence easterly 722.04 feet along said curve through a central angle of 26°21'01" to the **Point of Beginning**.

Containing 1.57 acres, more or less.

**Total area:**

Portions 1 through 11 and portions A, B, C & D contain a total area of 426.58 acres, more or less.

The basis of bearings for this legal description is grid north as referenced to the California Coordinate System of 1983 and as shown on the Record of Survey for the perimeter boundary of the former Fort Ord as filed in Volume 19, Surveys, Page 1.

Dated: September 29, 2003

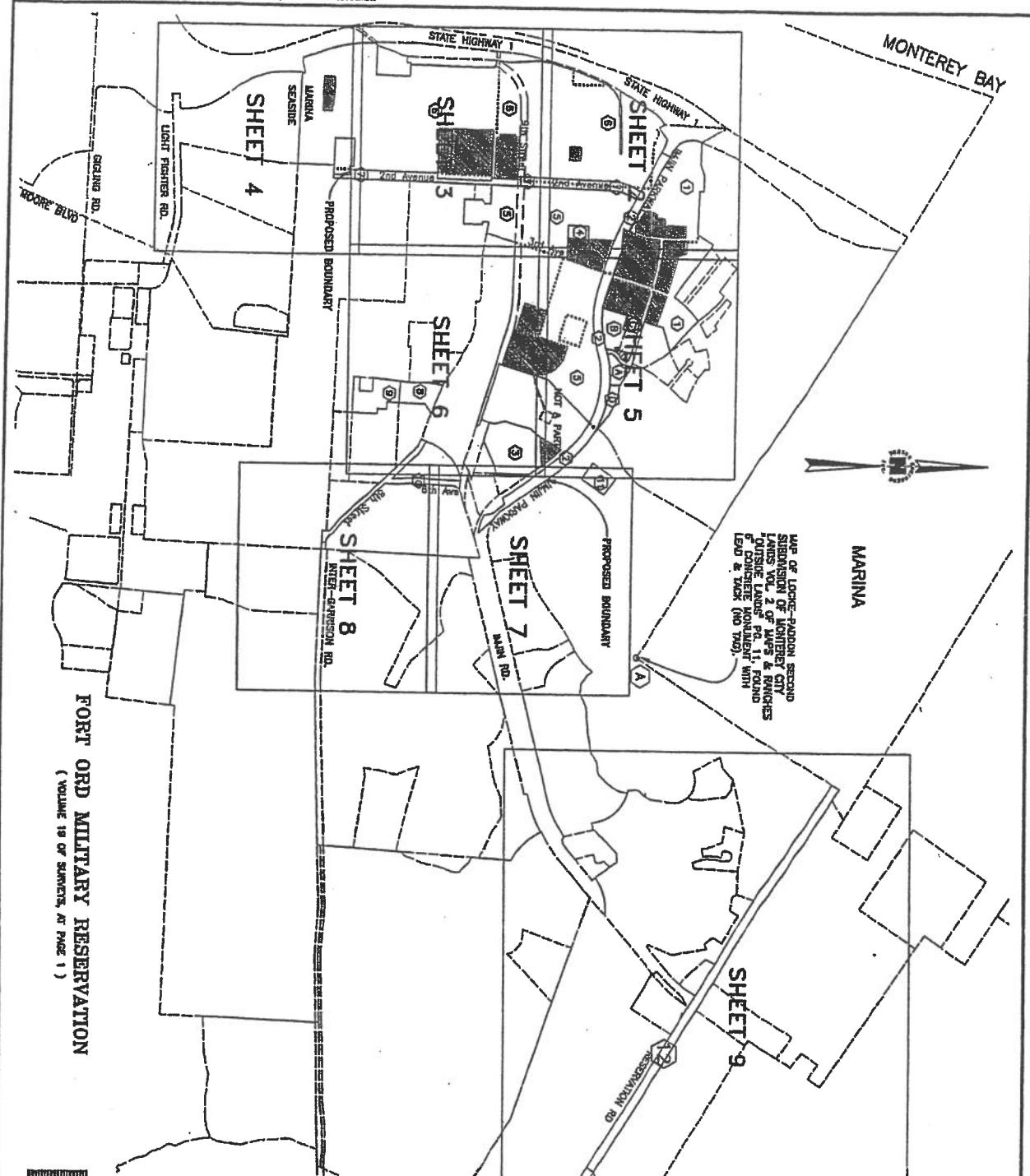
Bestor Engineers, Inc.

David Nachazel  
LS 7866  
Exp: 12/31/06

Revised to: 1) delete description for Portion 12 (which is not part of this conveyance); 2) delete the area of E17 "Light Fighter Lodge" within Portion 5 (Which was previously conveyed to FORA); 3) correct the reference to the Right-of-way for 6<sup>th</sup> Avenue and 8<sup>th</sup> Street, in Portion 10 to read "E2e.1";and, 4) revise the total approximate area of the conveyance description to 397.85 acres, more or less.

Dated: November 20, 2003

By: A. Charles E. Johnson, P.E.  
RCE No. 29314  
Exp: 3/21/2007



**COUNTY SURVEYOR'S STATEMENT**

This map has been examined in accordance with section 5755  
of the Land Surveyors Act, day of \_\_\_\_\_ 2003.

**COUNTY SURVEYOR**

BY: DEPUTY COUNTY SURVEYOR

JERRY L. COAMES  
LS NO. 7544  
STATE OF CALIFORNIA  
EXPIRES: 12/31/03

MARINA

**COUNTY RECORDER'S STATEMENT**

FILED THIS \_\_\_\_\_ IN THE DAY OF \_\_\_\_\_ 20\_\_\_\_ AT PAGE \_\_\_\_\_  
REQUEST OF BESTOR ENGINEERS, INC. AT THE  
COUNTY RECORDER, CALIFORNIA, SERIAL NO. \_\_\_\_\_  
FEE \$ \_\_\_\_\_

**ENGINEER'S STATEMENT**

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR  
UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS  
OF THE LAND SURVEYORS ACT AT THE REQUEST OF (NAME HEREIN)  
STEPHEN L. WASHING\_\_\_\_\_ BY DEPUTY  
MONTEREY COUNTY, CALIFORNIA

JOHN M. VAN ZANDER  
ROCE #15310  
STATE OF CALIFORNIA  
EXPRES 31 MARCH 2003

DATE



**RECORD OF SURVEY**

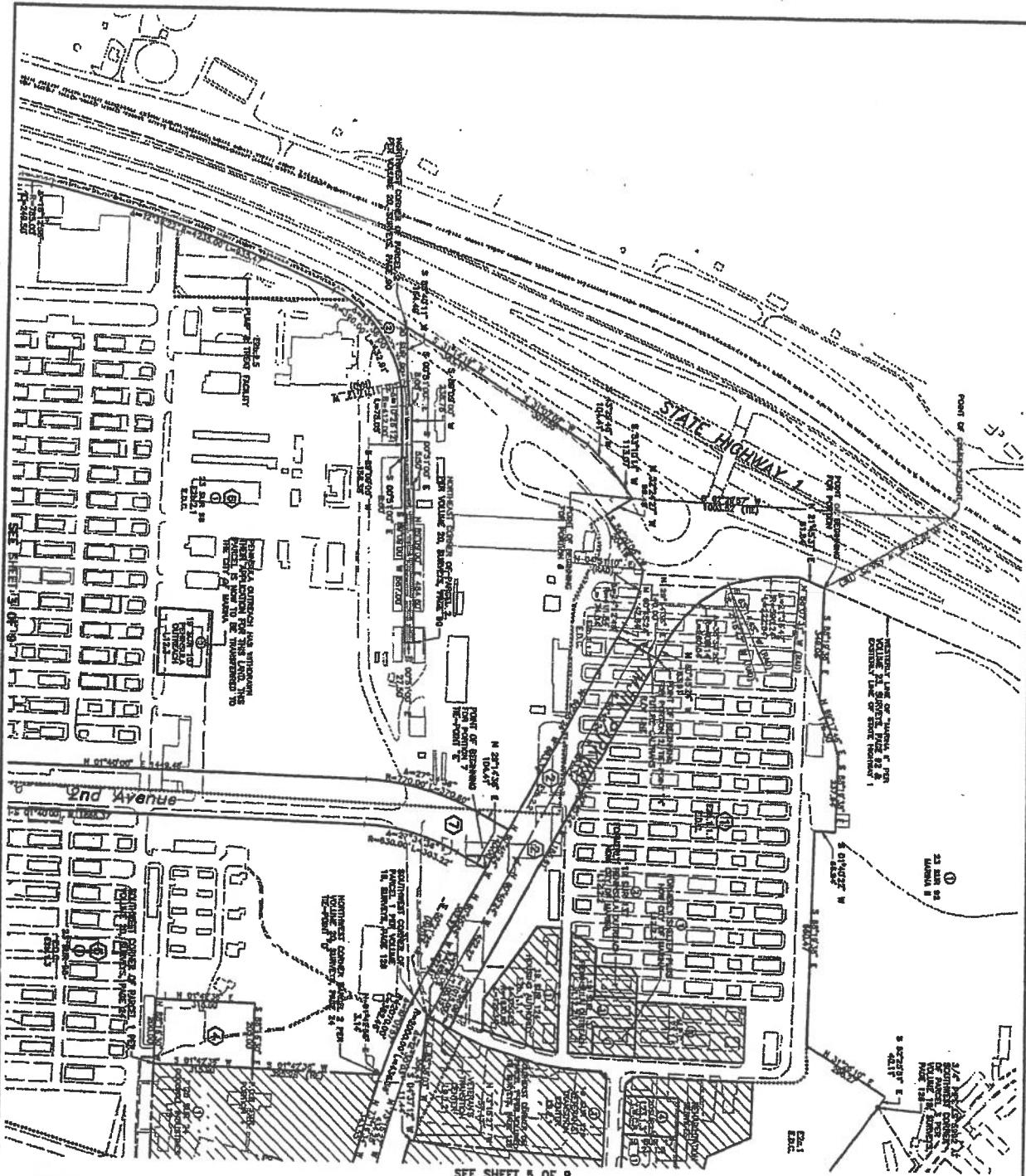
NORTH AND WEST MARINA VILLAGE  
BEING A PORTION  
OF FORT ORD MILITARY RESERVATION

RANCHO NOCHE BUENA  
MONTEREY CITY LANDS TRACT NO. 1  
MONTEREY COUNTY, CALIFORNIA  
FOR  
THE CITY OF MARINA

BY

**BESTOR** **ENGINEERS**, INC.  
CIVIL ENGINEERING - SURVEYING - LAND PLANNING

STATE MAP LANDOWNER'S LAND ADMINISTRATION, CALIFORNIA, USA  
SCALE 1:6000 DATE 8/28/03

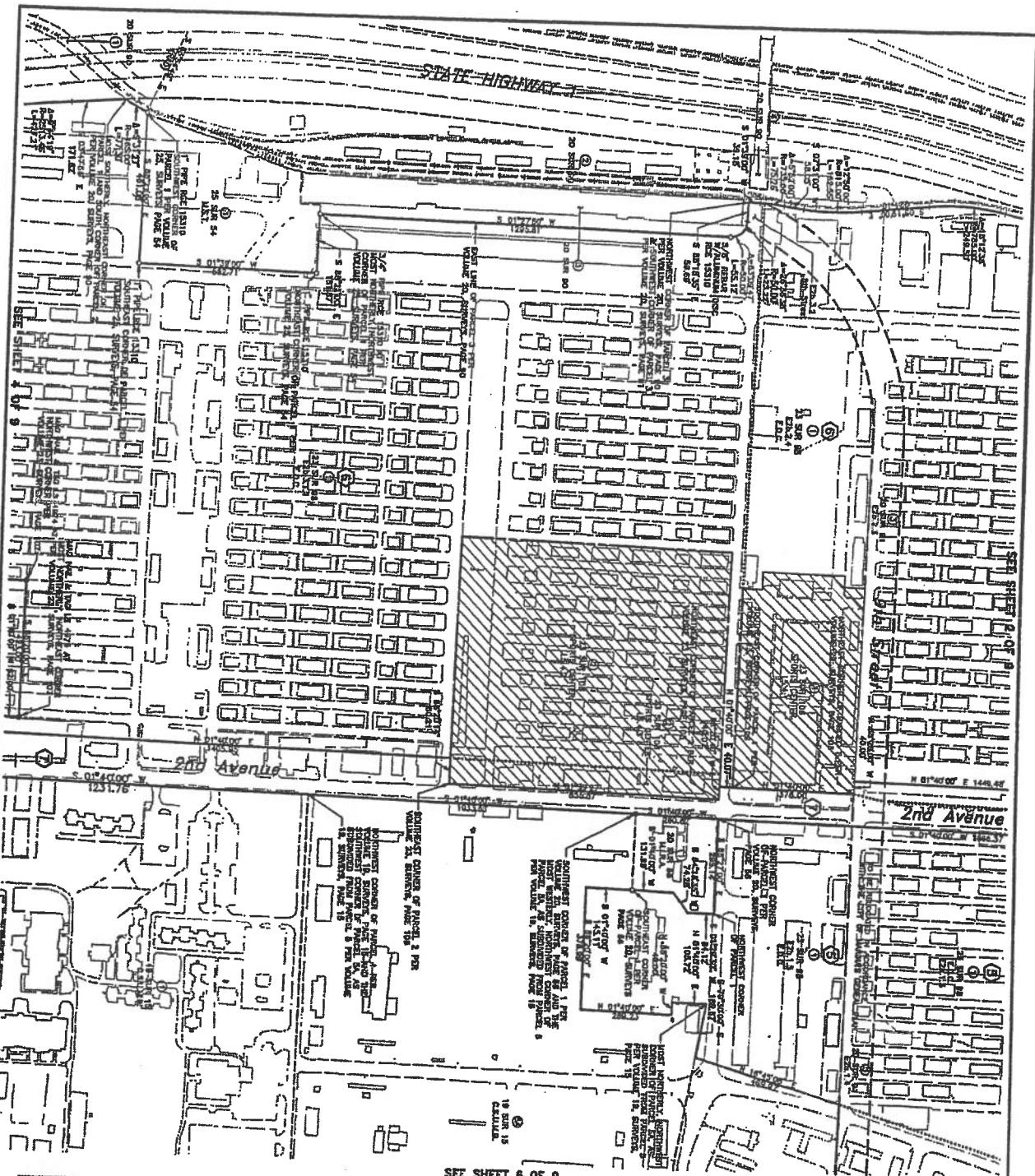


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SCALE: 1:2000

## RECORD OF SURVEY

NORTH AND WEST MARINA VILLAGE  
BEING A PORTION  
OF FORT ORD MILITARY RESERVATION  
N  
RANCHO NOGUEIRA  
MONTEREY CITY LANDS TRACT No. 1  
MONTEREY COUNTY, CALIFORNIA  
FOR  
THE CITY OF MARINA  
BY

**BESTOR ENGINEERS, INC.**  
CIVIL ENGINEERING - SURVEYING - LAND PLANNING  
OPEN BUREAU LAND SURVEYOR, CALIFORNIA  
BUREAU #1000  
DATE MAY 08, 2003  
LIC. #10100

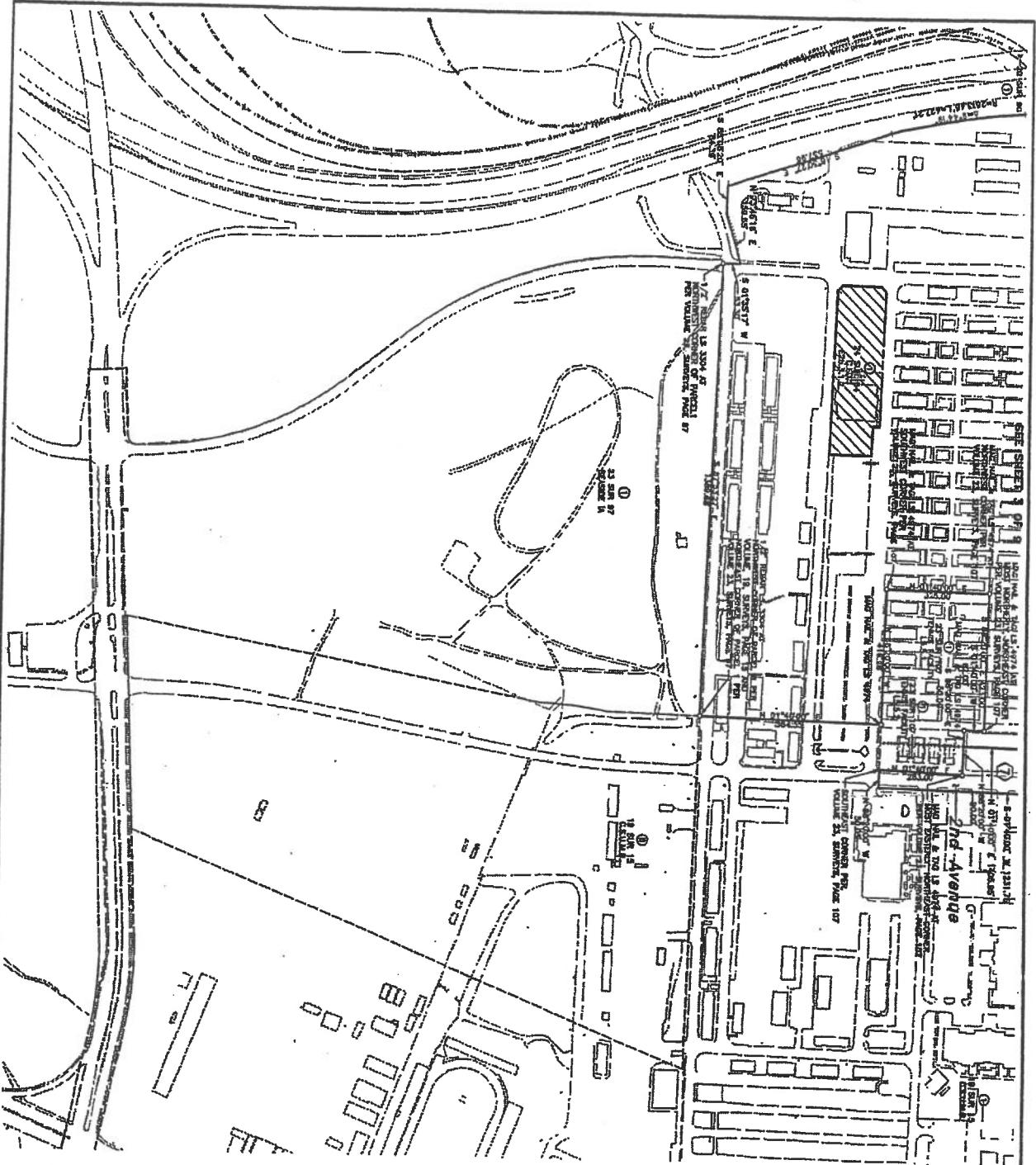


## RECORD OF SURVEY

NORTH AND WEST MARINA VILLAGE  
BEING A PORTION  
OF FORT ORD MILITARY RESERVATION

RANCHO NOCHE BUENA  
MONTEREY CITY LANDS TRACT No. 1  
FOR  
MONTEREY COUNTY, CALIFORNIA  
THE CITY OF MARINA  
BY

BESTOR ENGINEERS, INC.  
ONE CHAMBERS - SANTA CLARA - LAND PLANNING  
WEST BAY LANDSCAPE LAND MONTEREY, CALIFORNIA  
DATE MAY 03, 2003  
MAP 6341



**NOTE:**  
GRAPHIC LINEMARK IN THE BACKGROUND REPRESENTS THE  
EXISTING CONDITIONS AS COMPILED FROM AERIAL MAPPING THE  
YEAR 1964 AND LINEMARK SHOULD BE USED FOR REFERENCE  
ONLY AS SITE CONDITIONS MAY HAVE CHANGED OVER TIME.

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SCALE: 1" = 200'



## RECORD OF SURVEY

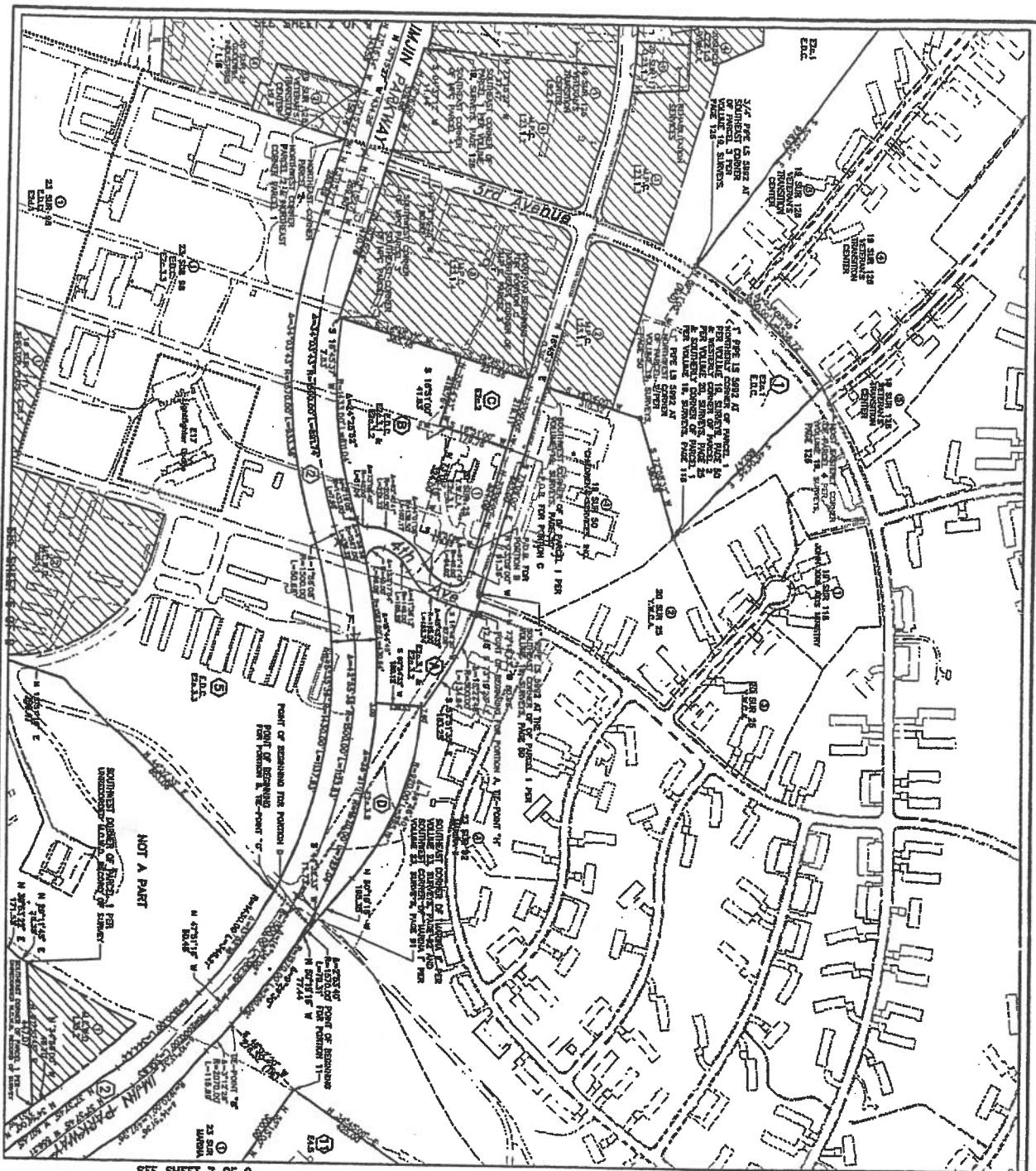
NORTH AND WEST MARINA VILLAGE  
BEING A PORTION  
OF FORT ORD MILITARY RESERVATION

RANCHO HOCHE BUENA  
MONTEREY CITY LANDS TRACT NO. 1  
MONTEREY COUNTY, CALIFORNIA

FOR  
THE CITY OF MARINA

BY

**BESTOR ENGINEERS, INC.**  
ATL. CONSULTANTS - SURVEYORS - LAND PLANNERS  
OFFICE BASED IN MONTEREY, CALIFORNIA  
BUREAU #100 DATE MAY 05, 2003 E.D. BARTO



NOTE:

GRayscale linework on the background represents the existing conditions as compiled from aerial mapping in 1984. Said landowner should be used for reference only as site conditions may have changed over time.

LEGEND

- ① PARCEL TO BE CREATED ON THIS SURVEY
- ② EXISTING PARCEL OR RECORD PER MAP INDICATED
- ③ EXCLUDED AREA, NOT PART OF THIS TRANSFER
- PROPOSED BOUNDARY LINE
- - - CORPS OF ENGINEERS BOUNDARIED PARCEL LINE
- THE LINE, NOT A PARCEL LINE
- FUND MONUMENT AS INDICATED
- ✗ SET 3/8 IRON PIPE WITH 2" BRASS DISK STAMP SET 15510 IN MONUMENT WELL



**RECORD OF SURVEY**

NORTH AND WEST MARINA VILLAGE  
BEING A PORTION  
OF FORT ORD MILITARY RESERVATION

RANCHO NARCHE BUENA  
MONTEREY CITY LANDS TRACT NO. 1  
MONTEREY COUNTY, CALIFORNIA

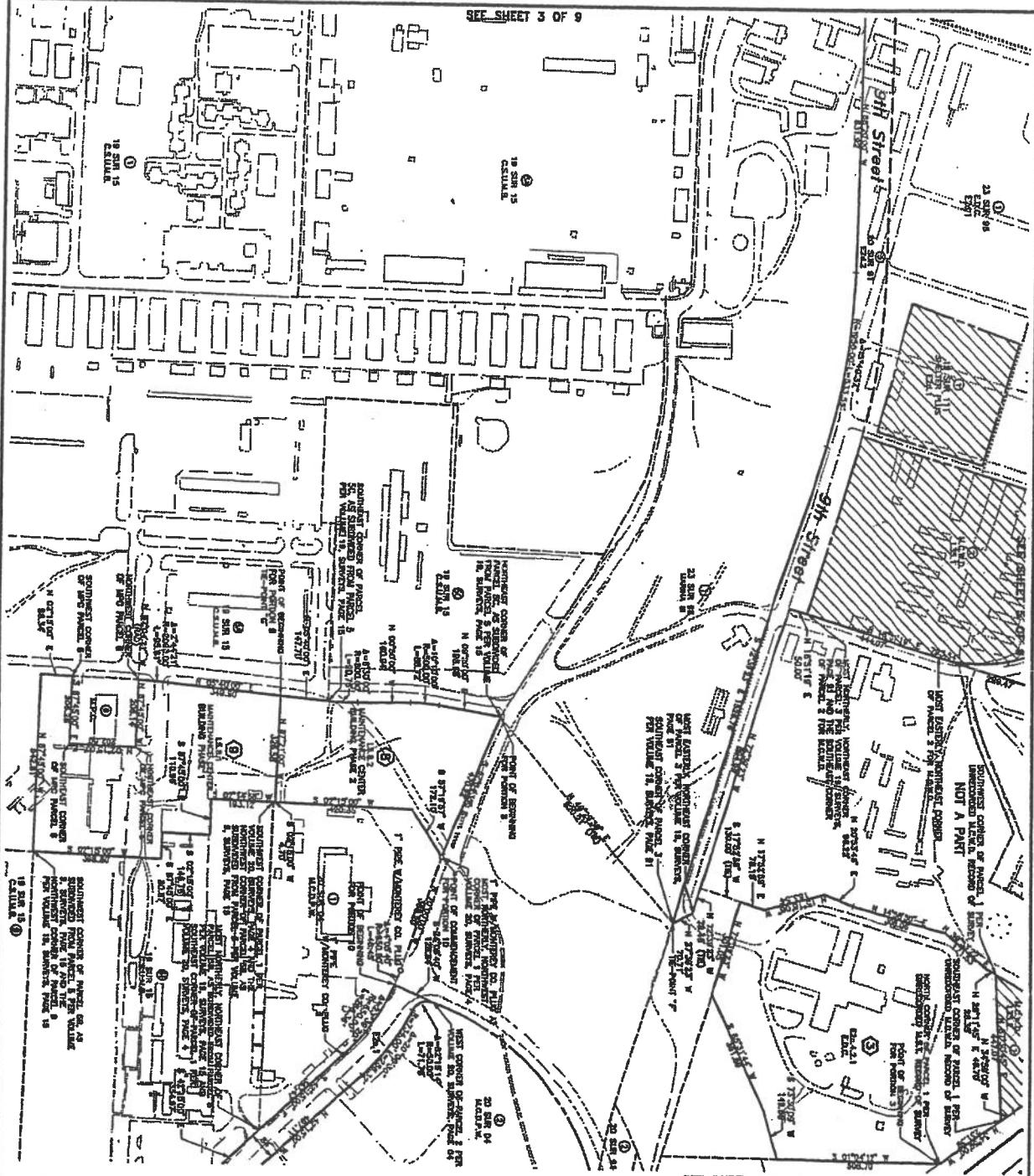
FOR  
THE CITY OF MARINA

BY



BESTOR ENGINEERS, INC.  
GENERAL ENGINEERING - SURVEYING - LAND PLANNING  
OFFICE: 824 LAMBERTSON LANE, MONTEREY, CALIFORNIA 93940  
PHONE: (408) 649-2300 DATE: 8/25/03  
W.D. B.

SEE SHEET 3 OF 9



SEE SHEET 7 OF 9

NOTE

SCALE LINEWORK IN THE BACKGROUND REPRESENTS THE EXISTING CONDITIONS AS OBSERVED FROM AERIAL MAPPING IN 1984. SURVEYS SHOULD BE USED TO DETERMINE ONLY AS SITE CONDITIONS MAY HAVE CHANGED OVER TIME.

- ① PARCEL TO BE CREATED ON THIS SURVEY
- EXISTING PARCEL, OR RECORD PER MAP INDICATED
- ENCLOSED AREA, NOT PART OF THIS TRANSFER
- PROPOSED BOUNDARY LINE
- CORS OF ENGINEERS MEASURED PARCEL LINE
- X EXISTING PARCEL LINE, NOT PART OF THIS SURVEY
- TIE LINE, NOT A PARCEL LINE
- FOUND MONUMENT AS INDICATED
- SET 3/8" IRON PIPE WITH 2" BRASS DISK STAMPED
- RECEIVED IN MONUMENT WELL



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SCALE: 1" = 200'

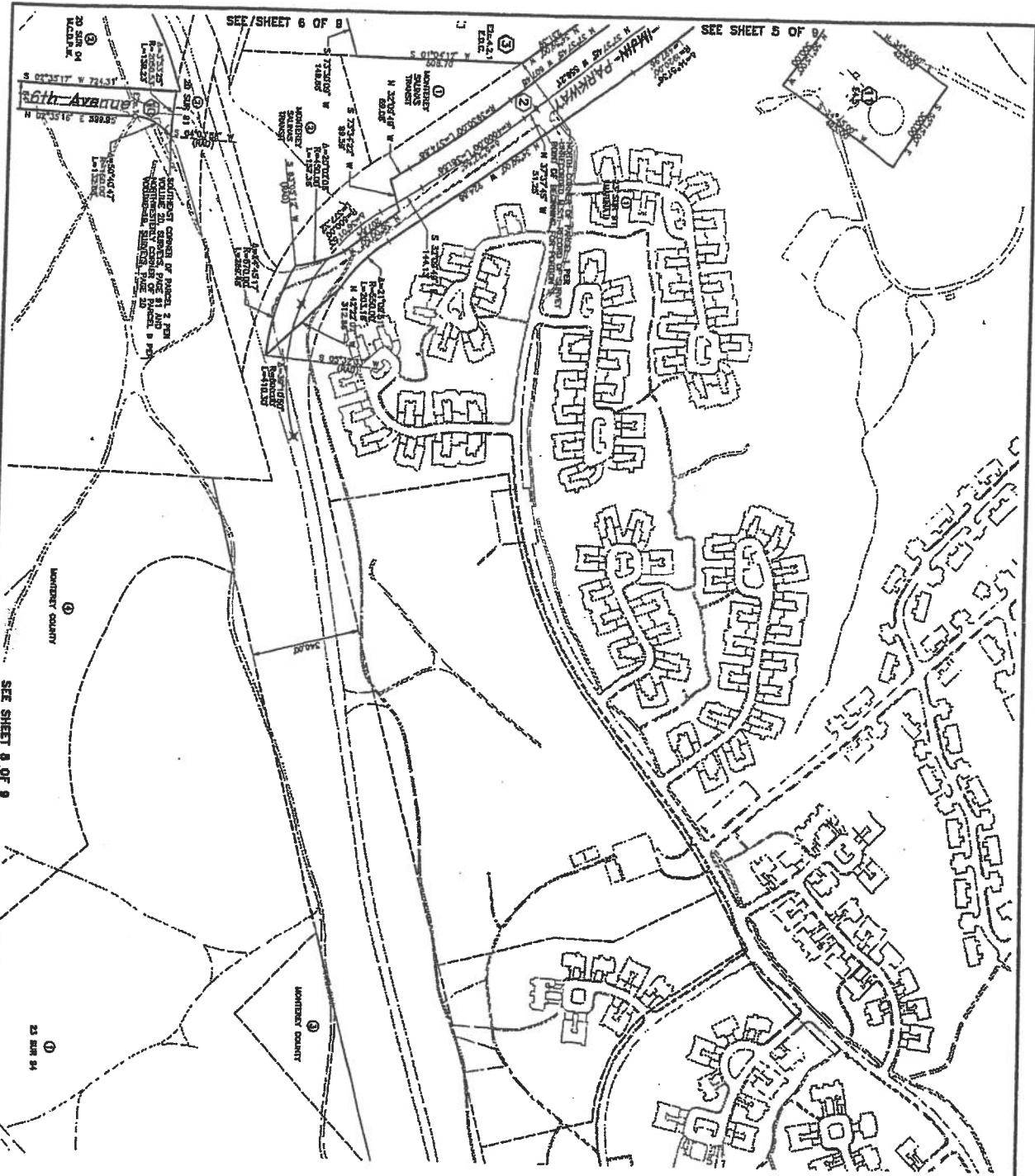
## RECORD OF SURVEY

NORTH AND WEST MARINA VILLAGE  
BEING A PORTION  
OF FORT ORD MILITARY RESERVATION

RANCHO NOCHE BLANCA  
MONTEREY CITY LANDS TRACT NO. 1  
MONTEREY COUNTY, CALIFORNIA  
FOR  
THE CITY OF MARINA  
BY

BESTOR ENGINEERS, INC.  
GENERAL CONTRACTORS - ENGINEERS - Land Surveyors  
OPEN SPACE MANAGEMENT, LAND PLANNING, ENGINEERING, DESIGN  
SCALE 1"=200'  
DATE MAY 06, 2003  
MR. GRIFFIN

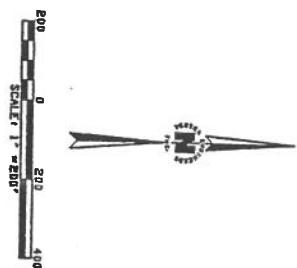
SHEET 6 OF 9



### LEGEND

- ① PARCEL TO BE CREATED ON THIS SURVEY
- ② EXISTING PARCEL OR RECORD PER MAP INDICATED
- ③ EXCLUDED AREA NOT PART OF THIS TRANSFER
- ④ PROPOSED BOUNDARY LINE
- ⑤ CORPS OF ENGINEERS TOTALIZED PARCEL LINE
- ⑥ EXISTING PARCEL LINE, NOT PART OF THIS SURVEY
- TIE LINE, NOT A PARCEL LINE
- FOUND MONUMENT AS INDICATED
- × SET 3/8" IRON PIPE WITH 2" BURST DISK STAMPED  
PER TEST IN MONUMENT WELL

NOTE  
GRAYSCALE LINework IN THE BACKGROUND REPRESENTS THE  
EXISTING CONDITIONS AS COLLECTED DURING THE SURVEY  
IN 1984. SUD DIVISION SHOULD BE USED FOR REFERENCE  
ONLY AS SITE CONDITIONS MAY HAVE CHANGED OVER TIME.



### RECORD OF SURVEY

NORTH AND WEST MARINA VILLAGE  
BEING A PORTION  
OF FORT ORD MILITARY RESERVATION  
RANCHO NORTE BUENA  
MONTEREY CITY LANDS TRACT NO. 1  
MONTEREY COUNTY, CALIFORNIA  
FOR  
THE CITY OF MARINA  
BY

**BESTOR ENGINEERS, INC**  
OPT. ENGINEERING - SURVEYING - LAND PLANNING  
OPEN BLUE LAMINATED LAMINATED COLORIMATIC MAPS  
MAPS P-1000 DATE 10/20/84

SEE SHEET 7 OF 8

**LEGEND**

- (1) PARCEL TO BE CREATED ON THIS SURVEY
- (2) EXISTING PARCEL OR RECORD PER MAP INDICATED
- (3) EXCLUDED AREA, NOT PART OF THIS TRANSFER
- (4) PROPOSED BOUNDARY LINE
- (5) CORPS OF ENGINEERS DUBLINED PARCEL LINE
- (6) EXISTING PARCEL LINE, NOT PART OF THIS SURVEY
- (7) THE LINE, NOT A PARCEL LINE
- (8) FOUND MONUMENT AS INDICATED
- (9) SET 3/4" IRON PIPE WITH 2" BRASS DISK STAMPED
- (10) SET 1/2" TUBE IN MONUMENT WELL

NOTE  
CROPSCALE DRAWINGS IN THE BACKGROUND REPRESENTS THE  
EXISTING CONDITIONS AS COLLECTED FROM Aerial Mapping  
IN 1964. SUD INFORMATION SHOULD BE USED FOR  
REFERENCE ONLY AS SITE CONDITIONS MAY HAVE CHANGED OVER TIME.



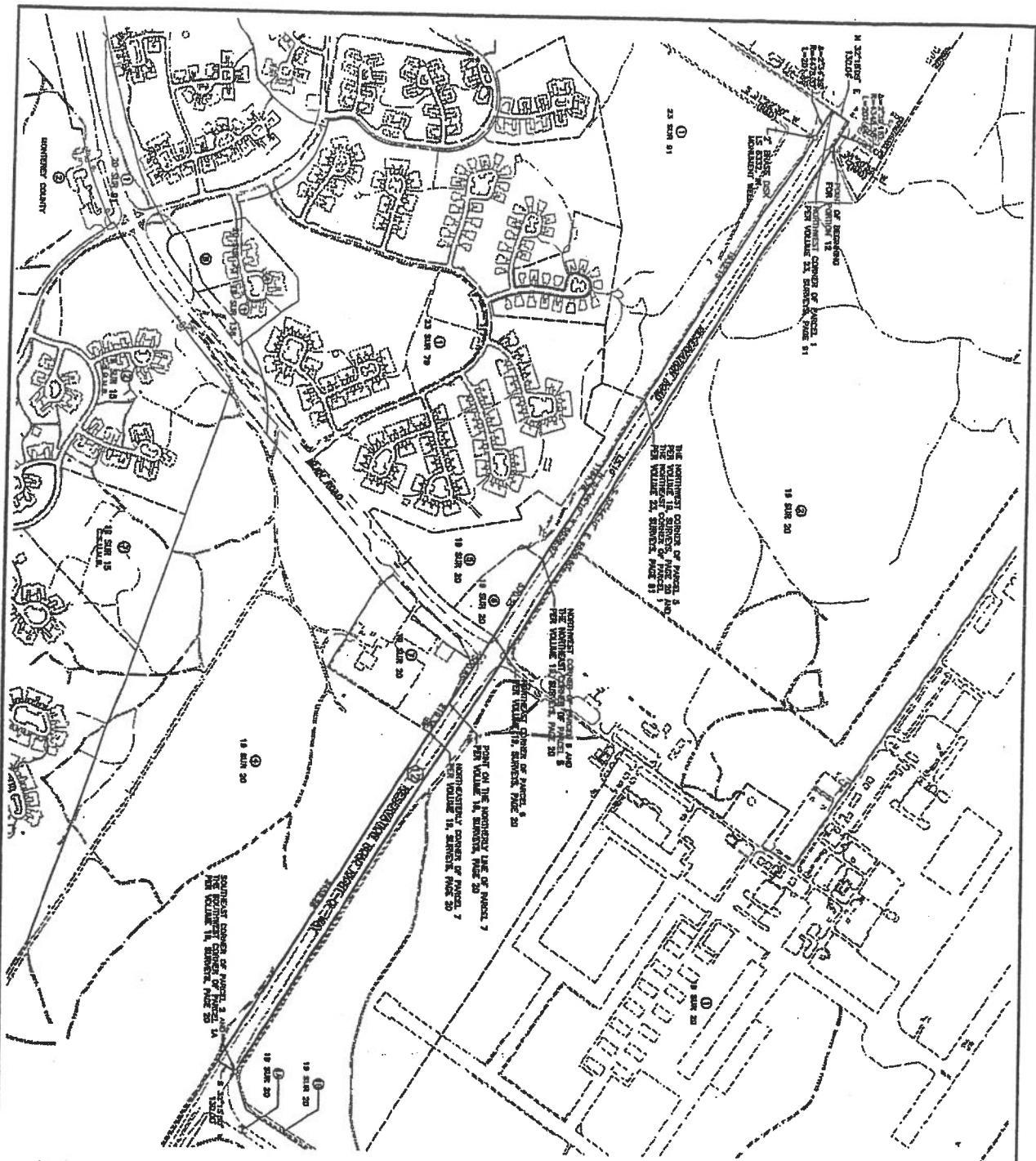
**RECORD OF SURVEY**

NORTH AND WEST MARINA VILLAGE  
BEING A PORTION  
OF FORT ORD MILITARY RESERVATION

RANCHO ROCHE BUENA  
MONTEREY CITY LANDS TRACT NO. 1  
MONTEREY COUNTY, CALIFORNIA

BY  
THE CITY OF MARINA

**BESTOR ENGINEERS, INC.**  
SURVEY ENGINEERING - SURVEYING - LAND PLANNING  
DRONE FLIGHTS  
BIM & CAD SERVICES  
BARTON MAP CO. 2003  
MIL 63140



**NOTE**  
GRANSCALE LINework IN THE BACKGROUND REPRESENTS THE  
EXISTING CONDITIONS AS COPIED FROM Aerial Lapping  
IN 1964. said LINework SHOULD BE USED FOR REFERENCE  
ONLY AS SITE CONDITIONS MAY HAVE CHANGED OVER TIME.



## RECORD OF SURVEY

NORTH AND WEST MARINA VILLAGE  
BEING A PORTION  
OF FORT ORD MILITARY RESERVATION

IN  
RANCHO NUEVA BUENA  
MONTEREY CITY LANDS TRACT No. 1  
FOR  
MONTEREY COUNTY, CALIFORNIA

BY  
THE CITY OF MARINA

**BESTOR ENGINEERS, INC.**  
CIVIL ENGINEERING - SURVEYING - LAND PLANNING  
OPEN LAND MANAGEMENT - MONITORING - CONSULTING  
WORLD WIDE

(Pcl. 2, 19-S-137, Twelfth St., Marina)

L.12.2.2 Economic Development Conveyance

Shelter Outreach Plus, to:

Certain real property situate in Monterey City Lands Tract No. 1, the Fort Ord Military Reservation and the City of Marina, Monterey County, California, being more particularly described as follows:

All of that certain Parcel 2 shown on map filed in Volume 19 of Surveys at page 137, records of said county, described as follows:

Beginning at a 3/4" diameter iron pipe tagged LS 5992 at the southwesterly corner of said Parcel 2 and running along the boundary thereof

1. N  $1^{\circ} 39' 22''$  E, 108.46 feet to a 3/4" diameter iron pipe tagged LS 5992; thence
2. N  $53^{\circ} 59' 38''$  E, 33.37 feet to a 3/4" diameter iron pipe tagged LS 5992; thence
3. S  $88^{\circ} 06' 40''$  E, 65.58 feet; thence
4. S  $1^{\circ} 34' 27''$  W, 128.63 feet; thence
5. N  $88^{\circ} 18' 43''$  W, 92.00 feet to the point of beginning.

Containing an area of 0.266 acres of land, more or less.

This description was prepared under my direction.

Daryl P. Whitcher

PLS 5992

dpw  
7/14/03

L12.2.2 EDC.LD

(L.12.2.3, 19-S-137, Eleventh St., Marina)

L.12.2.3 Economic Development Conveyance

Shelter Outreach Plus, to:

Certain real property situate in Monterey City Lands Tract No. 1, the Fort Ord Military Reservation and the City of Marina, Monterey County, California, being more particularly described as follows:

All of that certain property herein described as follows:

Beginning at a 3/4" diameter iron pipe tagged LS 5992 at the most easterly corner of Parcel 1 shown on map filed in Volume 19 of Surveys at page 137, records of said county, thence along the boundary thereof

1. N 88° 18' 43" W, 86.82 feet to a 3/4" diameter iron pipe tagged LS 5992; thence
2. N 1° 34' 27" E, 128.67 feet to a 3/4" diameter iron pipe tagged LS 5992; thence leave said Parcel 1 boundary
3. S 88° 06' 40" E, .88.90 feet to a point on the west line of 11<sup>th</sup> Street as shown on said map; thence along said street line
4. S 2° 30' 00" W, 128.37 feet to the point of beginning.

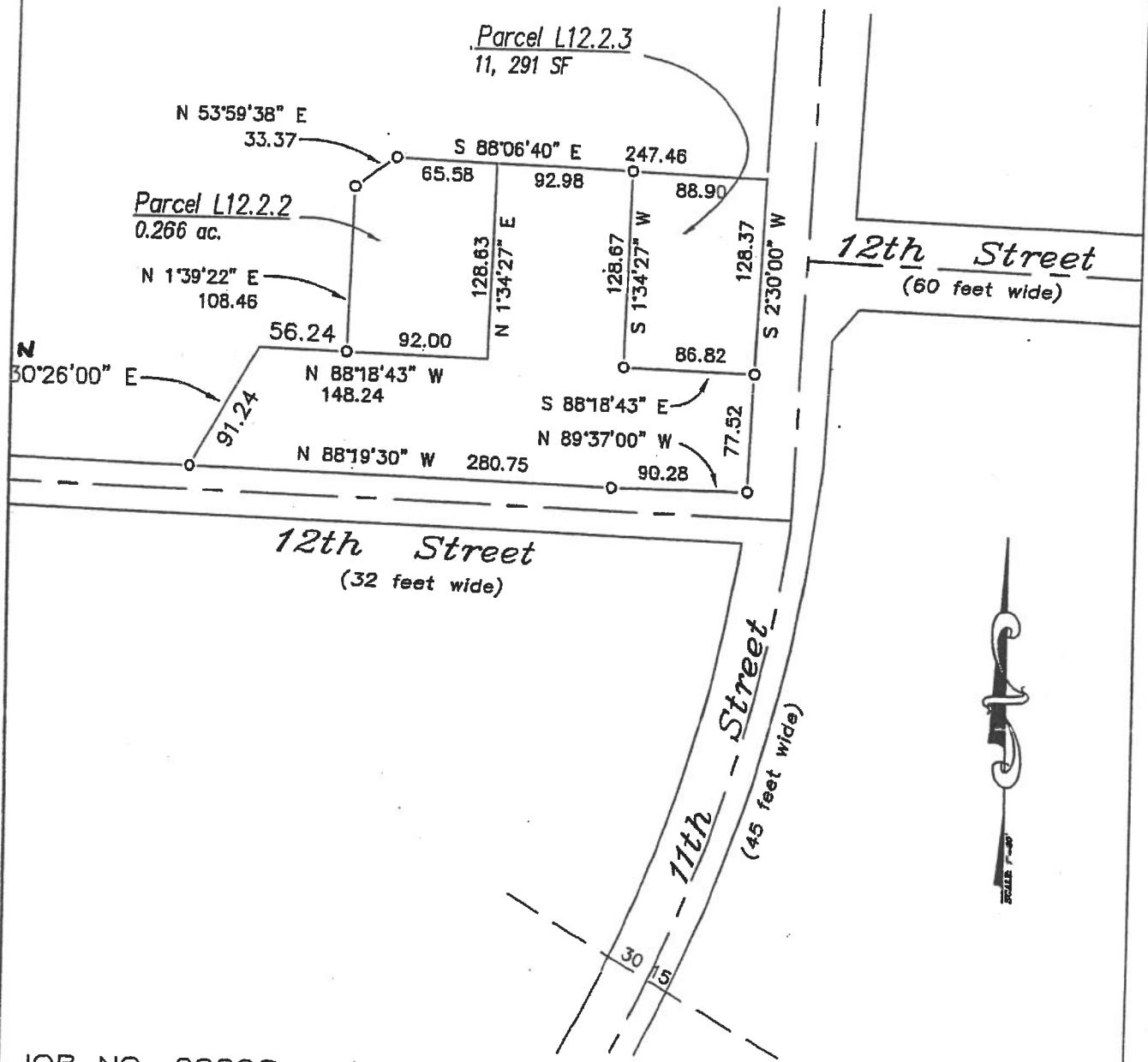
Containing an area of 11,291 square feet of land, more or less.

This description was prepared under my direction.

Daryl P. Whitcher

PLS 5992

see 19-S-137



JOB NO. 20298  
JULY 2003  
SCALE: 1"=80'



### Plat of Description

Economic Development Conveyance, Monterey City Lands Tract No.1  
City of Marina, Monterey County, California.

Monterey County Surveyors, Inc.  
235 Salinas Street, Salinas, CA 93901 ph. 831.424.1984 fax 831.424.4099

**DESCRIPTION OF PARCELS 2, 3 AND 4 AS SHOWN  
ON VOLUME 20, PAGE 90 OF SURVEYS  
BEING A PORTION OF FORT ORD MILITARY RESERVATION  
IN MONTEREY CITY LANDS TRACT NO. 1  
MONTEREY COUNTY, CALIFORNIA  
FOR TRANSPORTATION AGENCY FOR MONTEREY COUNTY**

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

**PARCEL 2 (10.543 ACRES) – L20.16.2**

COMMENCING at a 6" concrete monument with lead and tack (no tag) found at the most southerly corner of that certain subdivision shown on that certain map entitled "Map of Lock-Paddon Second Subdivision of Monterey City Lands" filed in Volume 2, Maps of Ranches and Outside Lands, at Page 11, Records of Monterey County, California, said monument being at coordinate Northing = 2138286.56 and Easting = 5745102.98; thence

- (a) S.  $65^{\circ} 25' 34''$  W., 10293.50 feet to the True Point of Beginning (being at coordinate Northing = 2134005.97 and Easting = 5735742.14); thence along the westerly boundary of said parcel and the northwesterly prolongation thereof
  - (1) N.  $03^{\circ} 47' 52''$  W., 64.50 feet; thence
  - (2) N.  $00^{\circ} 34' 39''$  W., 151.81 feet; thence
  - (3) N.  $00^{\circ} 51' 51''$  E., 332.92 feet; thence
  - (4) N.  $01^{\circ} 18' 06''$  E., 94.04 feet; thence
  - (5) N.  $02^{\circ} 50' 40''$  E., 108.24 feet; thence
  - (6) N.  $04^{\circ} 32' 51''$  E., 195.22 feet; thence
  - (7) N.  $05^{\circ} 11' 11''$  E., 775.03 feet; thence
  - (8) N.  $05^{\circ} 14' 12''$  E., 246.81 feet; thence
  - (9) S.  $88^{\circ} 18' 35''$  E., 100.19 feet; thence
  - (10) N.  $05^{\circ} 14' 12''$  E., 60.12 feet; thence
  - (11) N.  $88^{\circ} 18' 35''$  W., 100.19 feet to a point hereinafter referred to as "Point A"; thence
  - (12) N.  $05^{\circ} 14' 12''$  E., 356.42 feet; thence
  - (13) N.  $10^{\circ} 54' 22''$  E., 95.76 feet; thence
  - (14) N.  $12^{\circ} 35' 21''$  E., 98.48 feet; thence
  - (15) N.  $13^{\circ} 46' 05''$  E., 306.11 feet; thence
  - (16) N.  $14^{\circ} 56' 04''$  E., 57.58 feet; thence

- (17) Northeasterly, 823.76 feet along the arc of a tangent curve to the right having a radius of 4400.28 feet, through a central angle of  $10^{\circ} 43' 34''$ ; thence tangentially
- (18) N.  $31^{\circ} 14' 23''$  E., 236.01 feet; thence
- (19) N.  $88^{\circ} 40' 11''$  E., 164.49 feet; thence
- (20) Easterly, 75.05 feet along the arc of a non-tangent curve to the right having a radius of 412.00 feet whose center bears S.  $11^{\circ} 17' 12''$  E., through a central angle of  $10^{\circ} 26' 12''$ ; thence non-tangentially
- (21) N.  $00^{\circ} 51' 00''$  W., 8.00 feet; thence
- (22) N.  $89^{\circ} 09' 00''$  E., 238.78 feet; thence
- (23) N.  $00^{\circ} 51' 00''$  W., 5.50 feet; thence
- (24) N.  $89^{\circ} 09' 00''$  E., 484.60 feet; thence
- (25) S.  $00^{\circ} 51' 00''$  E., 27.50 feet; thence
- (26) S.  $89^{\circ} 09' 00''$  W., 567.00 feet; thence
- (27) S.  $00^{\circ} 51' 00''$  E., 8.00 feet; thence
- (28) S.  $89^{\circ} 09' 00''$  W., 156.38 feet; thence
- (29) Southwesterly, 432.91 feet along the arc of a tangent curve to the left having a radius of 390.00 feet, through a central angle of  $63^{\circ} 36' 00''$ ; thence tangentially
- (30) Southerly, 935.47 feet along the arc of a compound curve to the left having a radius of 4235.00 feet, through a central angle of  $12^{\circ} 39' 22''$ ; thence tangentially
- (31) Southeasterly, 249.50 feet along the arc of a compound curve to the left having a radius of 785.00 feet, through a central angle of  $18^{\circ} 12' 38''$ ; thence tangentially
- (32) S.  $05^{\circ} 19' 00''$  E., 221.10 feet; thence
- (33) Southwesterly, 182.55 feet along the arc of a tangent curve to the right having a radius of 815.00 feet, through a central angle of  $12^{\circ} 50' 00''$ ; thence tangentially
- (34) S.  $07^{\circ} 31' 00''$  W., 58.05 feet; thence
- (35) Southerly, 75.26 feet along the arc of a tangent curve to the left having a radius of 735.00 feet, through a central angle of  $05^{\circ} 52' 00''$ ; thence tangentially
- (36) S.  $01^{\circ} 39' 00''$  W. (at 39.18 feet, a point hereinafter referred to as "Point B"), 55.00 feet; thence
- (37) N.  $88^{\circ} 21' 00''$  W., 7.83 feet; thence
- (38) S.  $01^{\circ} 39' 00''$  W., 1373.83 feet; thence

- (39) Southwesterly, 146.86 feet along the arc of a non-tangent curve to the right having a radius of 615.00 feet whose center bears N.  $80^{\circ} 40' 54''$  W., through a central angle of  $13^{\circ} 40' 54''$ ; thence tangentially
- (40) S.  $23^{\circ} 00' 00''$  W., 87.19 feet; thence
- (41) Southwesterly, 62.80 feet along the arc of a tangent curve to the left having a radius of 635.00 feet, through a central angle of  $05^{\circ} 40' 00''$ ; thence tangentially
- (42) S.  $17^{\circ} 20' 00''$  W., 165.67 feet; thence
- (43) Southwesterly, 148.33 feet along the arc of a tangent curve to the right having a radius of 465.00 feet, through a central angle of  $18^{\circ} 16' 38''$  to the TRUE POINT OF BEGINNING.

**PARCEL 3 (3.867 ACRES) – L20.16.1**

BEGINNING at a point hereinabove described as "Point B" in said Parcel 2; thence along the easterly boundary thereof

- (1) S.  $01^{\circ} 39' 00''$  W., 15.82 feet; thence
- (2) N.  $88^{\circ} 21' 00''$  W., 7.83 feet; thence
- (3) S.  $01^{\circ} 39' 00''$  W., 1373.83 feet; thence
- (4) Southwesterly, 23.86 feet along the arc of a non-tangent curve to the right having a radius of 615.00 feet whose center bears N.  $80^{\circ} 40' 54''$  W., through a central angle of  $02^{\circ} 13' 24''$ ; thence leaving said boundary and running non-tangentially
- (5) S.  $88^{\circ} 21' 40''$  E., 125.56 feet; thence
- (6) N.  $01^{\circ} 27' 50''$  E., 1363.33 feet; thence
- (7) Northwesterly, 78.34 feet along the arc of a tangent curve to the left having a radius of 50.00 feet, through a central angle of  $89^{\circ} 46' 25''$ ; thence tangentially
- (8) N.  $88^{\circ} 18' 35''$  W., 59.69 feet to the POINT OF BEGINNING ("Point B").

**PARCEL 4 (0.138 ACRES) – L20.16.3**

BEGINNING at a point hereinabove described as "Point A" in said Parcel 2; thence along the westerly boundary thereof

- (1) S.  $88^{\circ} 18' 35''$  E., 100.19 feet; thence
- (2) S.  $05^{\circ} 14' 12''$  W., 60.12 feet; thence
- (3) N.  $88^{\circ} 18' 35''$  W., 100.19 feet; thence leaving said boundary
- (4) N.  $05^{\circ} 14' 12''$  E., 60.12 feet to the POINT OF BEGINNING ("Point A").

**BASIS OF BEARINGS**

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

**NOTE REGARDING DERIVATION OF COORDINATES:**

The coordinates listed are not State Plane Coordinates. They are ground coordinates computed by scaling the State Plane Coordinates by a mean project combination factor of .999935089. To obtain grid distances, multiply the ground distances by the mean project combination factor. Ground coordinates were used so that computations would be compatible with existing record maps and deeds. However, no rotation was applied when the State Plane Coordinates were scaled. Therefore, the bearings shown are grid bearings based on the Lambert Projection for California State Plane Zone 4.

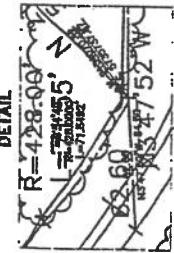
Dated: October 29, 2003

Bestor Engineers, Inc.

David Nachazel, PLS  
LS 7866  
Exp: 12/31/06



**DETAIL**



**NOTE REGARDING DERIVATION OF COORDINATES:**

STATE PLANE COORDINATES BASED ON THE NORTH HAMPTON PATRON OF 1933 (1932) WERE DETERMINED FOR THE CORNERS OF THE STATE PLANE SYSTEM (EPSG 26932). THIS IS STATIC SURVEYING TECHNIQUE. THESE COORDINATES ARE NOT SPANNED BY A MEAN PROJECT COMBINATION FACTOR. AS A RESULT, THE COORDINATES LISTED ARE NOT TRUE TO GROUND. THE COORDINATES LISTED ARE THUS REFERRED TO AS "STATE PLANE COORDINATES". TO OBTAIN GRID DISTANCES, MULTIPLY THE STATE PLANE COORDINATES BY THE MEAN PROJECT COORDINATION FACTOR. NO ROTATION WAS APPLIED WHEN THE STATE PLANE COORDINATES WERE SCALLED. THEREFORE, THE BEARINGS SHOWN ARE GRID BEARINGS BASED ON THE LAUBERT PROJECTION FOR CALIFORNIA STATE PLANE ZONE 4.

**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 COUNTY OF MONTEREY (TOWN) IN APRIL 1993.

JOHN H. VAN ZANDER  
PARCEL #100-1000-000-000-000-000  
STATE OF CALIFORNIA  
EXPIRES 31 MARCH 1997



**RECORDER'S STATEMENT**

FILED FOR RECORD AT THE REQUEST OF THE COUNTY OF MONTEREY (TOWN) THE DAY OF 1993, AT 11 AM, IN VOLUME \_\_\_\_\_ OF SURVEYS MAPS AT PAGE \_\_\_\_\_ RECORDS OF MONTEREY COUNTY, CALIFORNIA.

JOHN H. VAN ZANDER  
COUNTY RECORDER  
SERIAL NO. 13316  
FEE: \$ \_\_\_\_\_  
DEPUTY \_\_\_\_\_

**COUNTY SURVEYOR'S STATEMENT**

THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8765 OF THE LAND SURVEYOR'S ACT THIS DAY OF 1993.

COUNTY SURVEYOR \_\_\_\_\_  
STATE OF CALIFORNIA \_\_\_\_\_

**RECORD OF SURVEY**

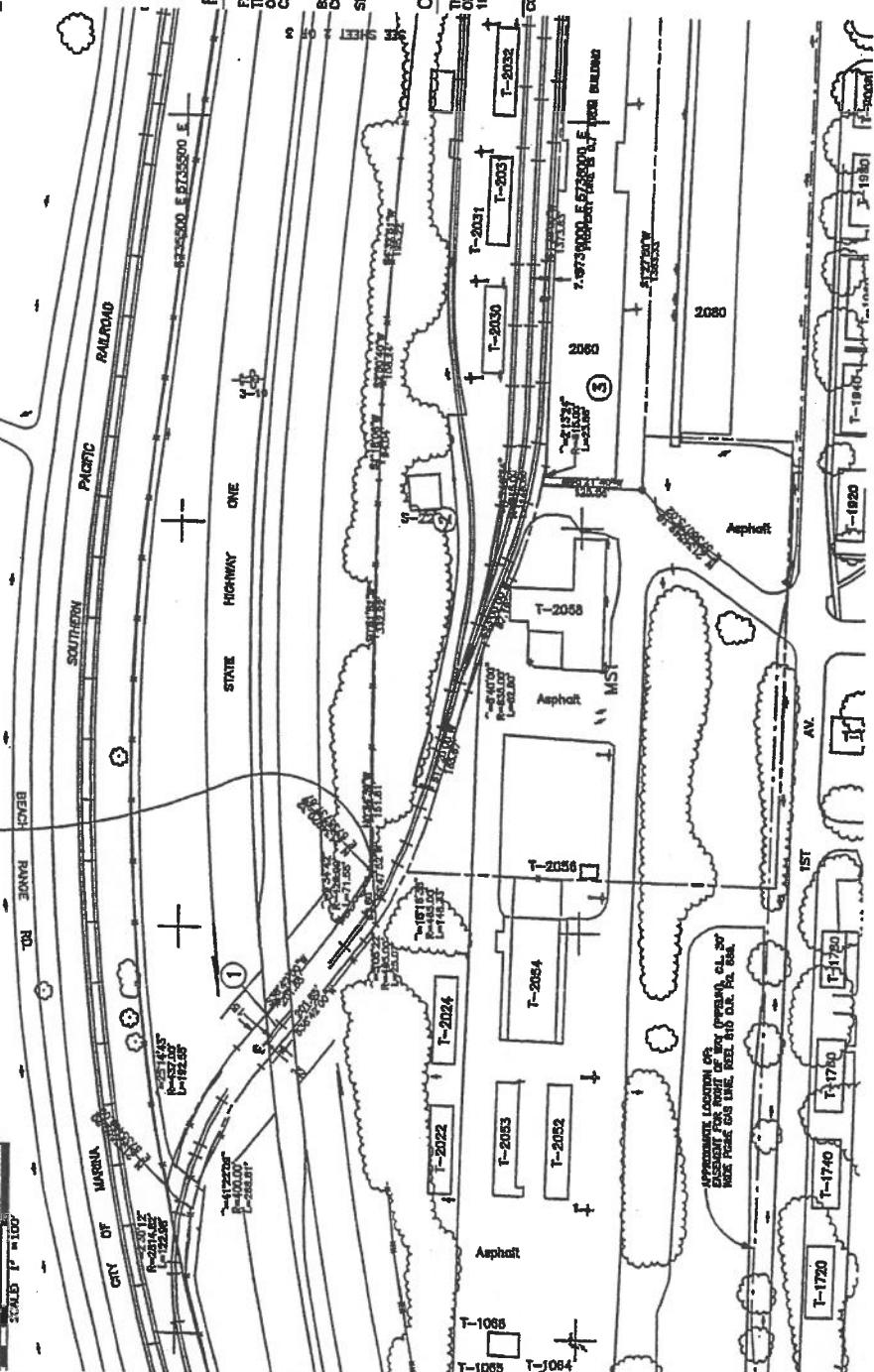
BOUNDARY OF FOUR PARCELS  
BEING A PORTION  
OF FORT ORD MILITARY RESERVATION  
BY  
RANCHO NOCHE BUENA  
MONTEREY CITY LANDS, TRACT No. 1  
MONTEREY COUNTY, CALIFORNIA

BESTOR ENGINEERS, INC.  
CIVL. ENGINEERS - SURVEYORS - LAND PLANNERS  
8701 BLACK LAGRASER LANE, MONTEREY, CALIFORNIA 93940  
PHONE: (408) 238-1700  
FAX: (408) 238-1700  
SCALES: 1"=100'

| PARCEL | ACRES  | PAGE |
|--------|--------|------|
| 1      | 0.410  | 1    |
| 2      | 10.543 | 12-3 |
| 3      | 3.487  | 12   |
| 4      | 0.158  | 2    |

OF BEARINGS:  
OF BEARINGS FOR THIS SURVEY IS THE GRID BEARING OF N 40° 45' E (1933 HIGH PRECISION GEODETIC NETWORK (HPSN) CONTROL POINTS 105 AND 131 AND "941" 2450 M TOTAL). THE HORIZONTAL DATA IS THE NORTH DOWM OF 1993 (1932). THE GRID BEARING IS BASED ON THE LAUBERT STATE PLANE ZONE 4. THE COORDINATES FOR THE TWO POINTS (105 AND 131) ARE PROVIDED BY THE CALIFORNIA DEPARTMENT OF LAND SURVEYING IN CONFORMITY WITH THE NATIONAL GEODETIC SURVEY (NGS) "FAST-STAT" SURVEYING TECHNIQUES.

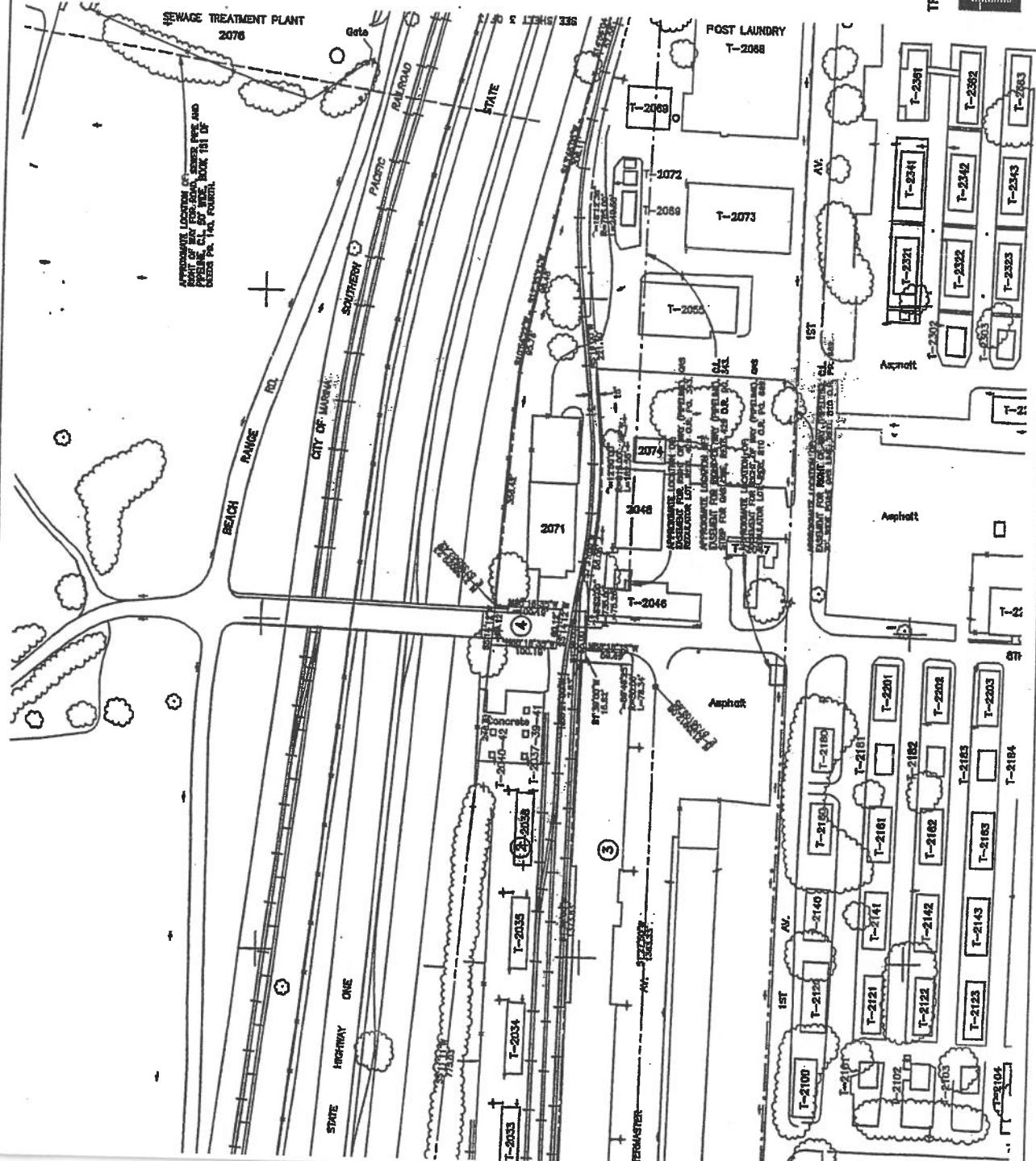
**LEGEND**  
SET 5/8" REBAR & ALUMINUM DISK  
TIE 18310 BESTOR ENGINEERS, INC.  
PROPERTY LINE  
DENOTES NOTHING SET.  
PARCEL NUMBER  
①



**RECORD OF SURVEY**  
BOUNDARY OF FOUR PARCELS  
BEING A PORTION  
OF FORT ORD MILITARY RESERVATION  
IN  
RANCHO HOCHE BUENA  
MONTEREY CITY LANDS, TRACT NO. 1  
MONTEREY COUNTY, CALIFORNIA  
FOR THE  
TRANSPORTATION AUTHORITY FOR MONTEREY COUNTY

BESTOR ENGINEERS, INC.  
CIVIL ENGINEERING - SURVEYING - LAND PLANNING  
2000 BLUE LAGERER LANE, MONTEREY, CALIFORNIA, 93940  
DATE OCTOBER, 1986  
SCALED 1" = 100'

SHEET 2 OF 3





**LEGAL DESCRIPTION OF AREA 2 (PARCEL L 20.17.1)  
SHOWN AS PARCEL 1 (8.09 ACRES)  
IN VOLUME 20 OF SURVEYS, PAGE 4, RECORDS OF  
MONTEREY COUNTY, CALIFORNIA**

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

BEGINNING at the southwesterly corner of that certain "Parcel 1 (8.09 acres)" as shown and so designated in that Record of Survey map filed February 2, 1996 in Volume 20 of Surveys, at Page 4, Records of Monterey County, California, as said corner is also shown and designated as point number 36 on said map; thence along the southerly boundary of said parcel

1. S  $87^{\circ} 45' 00''$  E, 1,000.79 feet to a point number 37 on said map; thence along northerly boundary of said parcel
2. N  $42^{\circ} 15' 00''$  W, 347.47 feet; thence
3. Northwesterly, 314.81 feet along the arc of a tangent curve to the left having a radius of 650.00 feet, through a central angle of  $27^{\circ} 45' 00''$ ; thence tangentially
4. N  $70^{\circ} 00' 00''$  W, 368.20 feet; thence
5. S  $57^{\circ} 20' 00''$  W, 172.10 feet; thence leaving last said boundary and running instead along the westerly boundary thereof
6. S  $02^{\circ} 15' 00''$  W, 425.05 feet to the Point of Beginning.

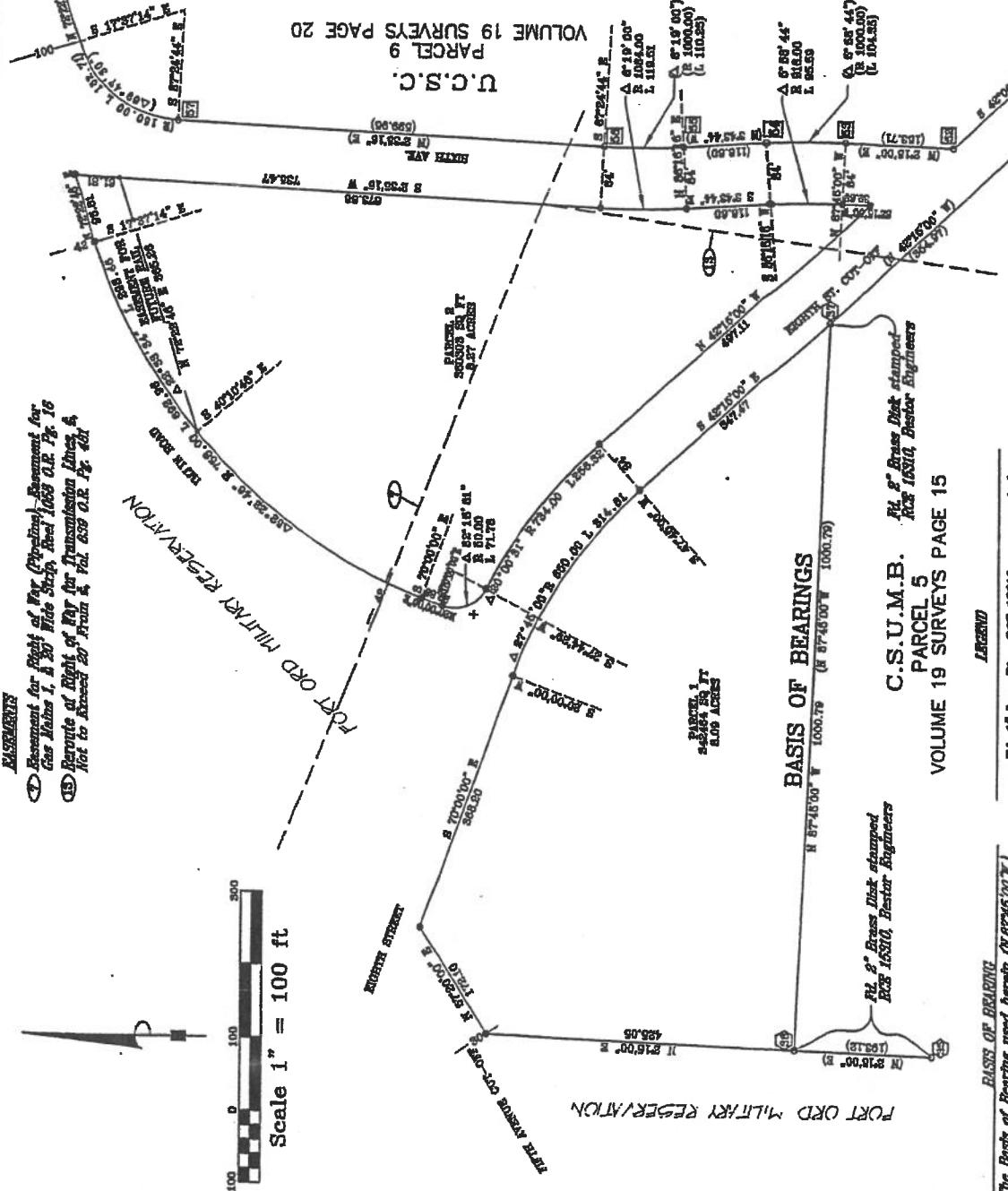


John M. Van Zander  
Registered Civil Engineer #15310  
State of California  
Expires: 31 March 2005

- PATENTS**
- (1) Deed for Right of Way, Offshoot, Segment for  
the Roads I & 20, Main Street, Redwood City, Calif.
  - (2) Patent of Right of Way for Transomation State, A.  
Not to exceed 20 ft from R.R. 20 ft R.R. 40 ft

100 ft

Scale 1" = 100 ft



**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 NON CO. D.P.M.  
State of Public Works Surveyor

In \_\_\_\_\_, 19\_\_\_\_.

(Signed and sealed)  
L.S. (or R.C.E.) No. \_\_\_\_\_  
Expires \_\_\_\_\_

**COUNTY SURVEYOR'S STATEMENT**

This map has been examined in accordance  
with Section 676 of the Land Surveyor's Act  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
(Signed and sealed) County Surveyor

L.S. (or R.C.E.) No. \_\_\_\_\_  
Expires \_\_\_\_\_

**RECEIVER'S STATEMENT**

Filed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at  
\_\_\_\_\_, in Volume \_\_\_\_\_ at page \_\_\_\_\_  
at the request of Surveyor  
County of Monterey

Signed \_\_\_\_\_ County Receiver

Deputy \_\_\_\_\_

**RECORD OF SURVEY**

ENTER A PORTION OF  
PORT ORD MILITARY RESERVATION  
MONTEREY CITY LANDS TRACT NO. 1  
FOR  
COUNTY OF  
MONTEREY  
BY  
MONTEREY COUNTY  
DEPARTMENT OF PUBLIC WORKS  
MAY 24, 1963  
CHARTERED 1852

ENTER A PORTION OF  
PORT ORD MILITARY RESERVATION  
MONTEREY CITY LANDS TRACT NO. 1  
FOR  
COUNTY OF  
MONTEREY  
BY  
MONTEREY COUNTY  
DEPARTMENT OF PUBLIC WORKS  
MAY 24, 1963  
CHARTERED 1852

Field data are stored in the Survey Office  
under Job Name \_\_\_\_\_

Field data are stored in the Survey Office  
under Job Name \_\_\_\_\_

U.C.S.C.  
VOLUME 19 SURVEYS PAGE 20  
PARCEL 9

(3.155 ac. Fourth Ave., FOMR, Marina)

**FORT ORD REUSE AUTHORITY, to:**

Certain real property situate in Monterey City Lands Tract Number 1, and the former Fort Ord Military Reservation, City of Marina, Monterey County, California, more particularly described as follows:

Beginning at a 1" iron pipe tagged LS 5992 marking the most southerly corner of that certain 6.144 acre tract shown on map recorded in Volume 19 of Surveys at page 50, records of said county; thence from said point of beginning South 16°51'00" West 30.00 feet, South 73°09'00" East 38.10 feet, South 16°40'37" West 140.25 feet, South 16°44'41" West 663.27 feet, and North 73°15'19" West 30.00 feet to a 3/4" pipe tagged LS 5992 on the west line of Fourth Avenue, said point being the TRUE POINT OF BEGINNING; thence from said true point of beginning, and along said road line

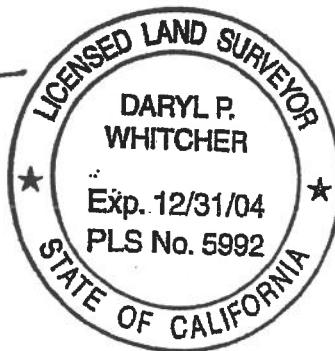
1. South 16°44'41" West, 350.30 feet to a 3/4" pipe tagged LS 5992; thence leave said road line
2. North 73°15'46" West, 400.95 feet to a 3/4" pipe tagged LS 5992; thence
3. North 19°32'59" East, 350.72 feet to a 3/4" pipe tagged LS 5992; thence
4. South 73°15'51" East, 383.79 feet to the true point of beginning.

Containing an area of 3.155 acres, more or less.

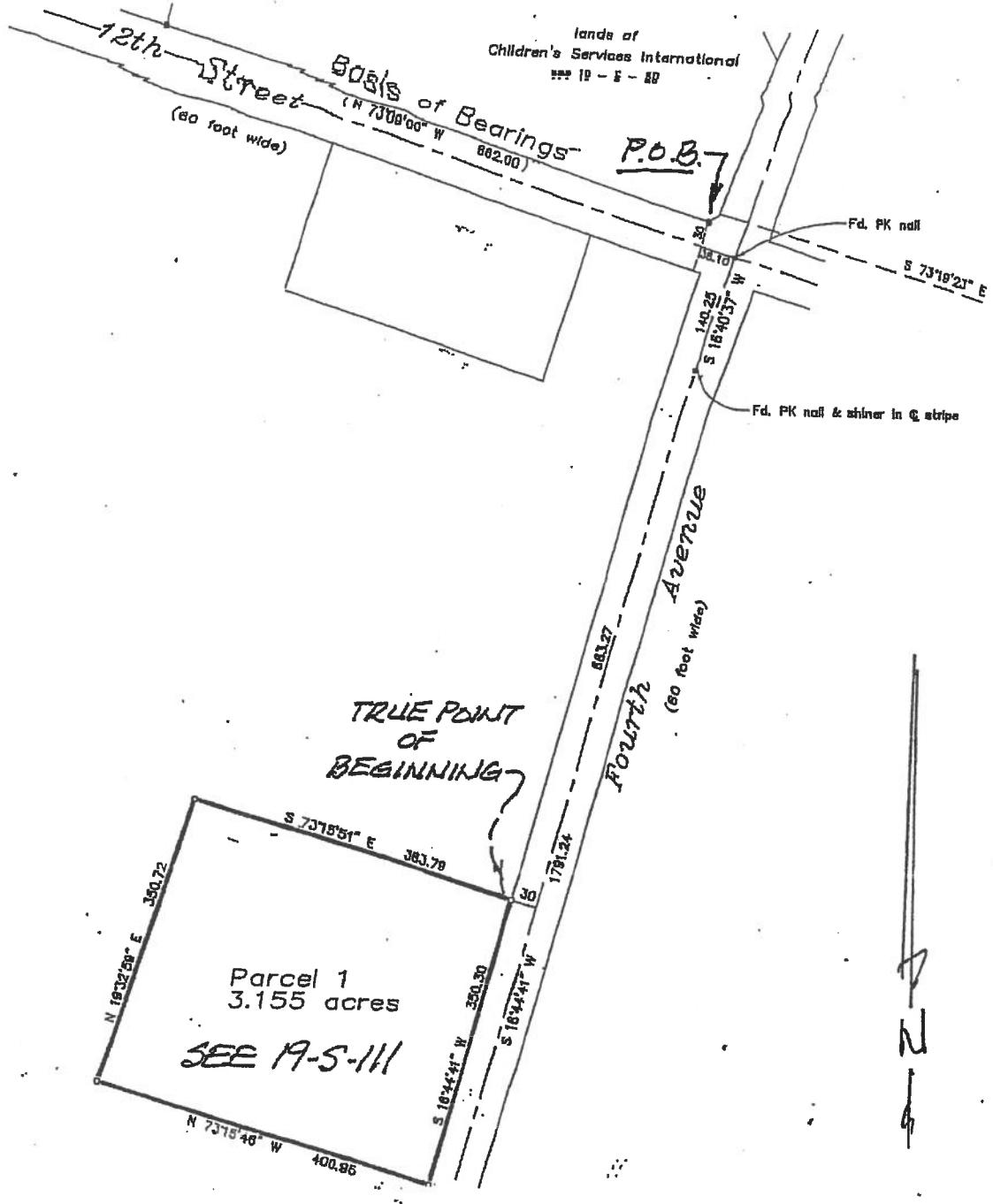
This description was prepared under my direction.

Daryl P. Whitcher P.L.S. 5992

DPW  
12/22/95



SplusS.LD



SKETCH OF DESCRIPTION  
 Lands of FORA

SEE

①  
23 SUR 98  
E.D.C.  
E2d.1

①  
19 SUR 111  
SHELTER PLUS  
E2d.1

②  
M.C.W.  
L35.

9th Street

N: 88°20'00" W  
831.92

20 SUR 91  
E2d.2

Δ=15°40'37"  
R=1950.00' L=533.55'

9th Street  
N: 72°39'23" E  
578.85

13

①  
23 SUR 98  
MARINA III  
E2d.3.1  
E.D.C.

79°30'17" W  
295.24' Δ=8°52'17"  
R=500.00'  
L=77.42'

S 88°22'34" E  
626.97

S 89°40'13" W  
22.27

Δ=89°02'47"  
R=57.50  
L=89.36

S -89°32'46" E  
276.03

Δ=11°15'21"  
R=500.00'  
L=98.23'

Δ=16°43'25"  
R=200.00'  
L=58.38'

S 78°17'25" E  
150.47

S 67°34'00" E  
231.86

⑥A  
19 SUR 15  
C.S.U.M.B.

N  
P  
F  
11

(1.519 ac. 12<sup>th</sup> Street, FOMR, Marina)

**FORT ORD REUSE AUTHORITY, to:**

Certain real property situate in Monterey City Lands Tract Number 1, and the former Fort Ord Military Reservation, City of Marina, Monterey County, California, more particularly described as follows:

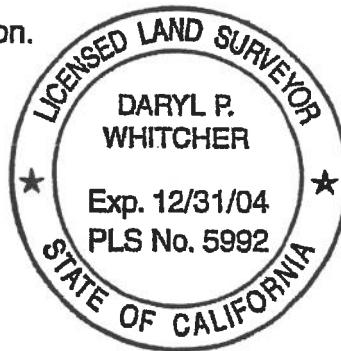
Beginning at a 1" iron pipe tagged LS 5992 marking the intersection of the south line of 12<sup>th</sup> Street and the west line of 11<sup>th</sup> Street as shown on map recorded in Volume 19 of Surveys at page 124, records of said county; thence from said point of beginning along said west line of 11<sup>th</sup> Street, non-tangentially

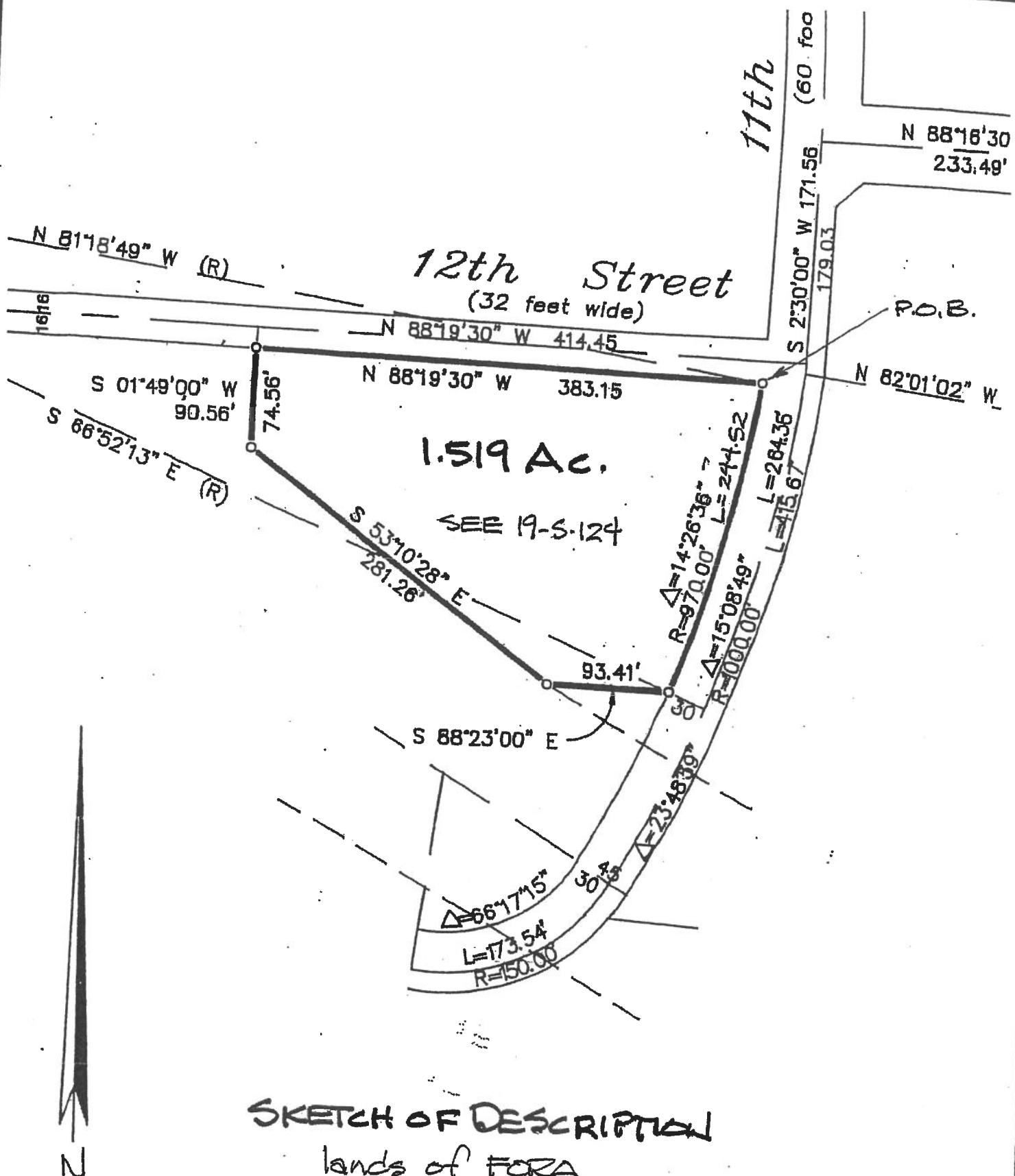
1. curving to the right along a circular arc of 970 foot radius from a radial bearing of North 81°18'49" West, through an angle of 14°26'36", for a distance of 244.52 feet to a 1" pipe tagged LS 5992; thence leave said westerly road line
2. North 88°23'00" West, 93.41 feet to a 3/4" pipe tagged LS 5992; thence
3. North 53°10'28" West, 281.26 feet to a 3/4" pipe tagged LS 5992; thence
4. North 01°49'00" East, 74.56 feet to a 3/4" pipe tagged LS 5992 in the south line of said 12<sup>th</sup> Street; thence along said line of 12<sup>th</sup> Street
5. South 88°19'30" East, 383.15 feet to the point of beginning.

Containing an area of 1.519 acres, more or less.

This description was prepared under my direction.

  
Daryl P. Whitcher P.L.S. 5992





**MCSinc.**

**MONTEREY COUNTY SURVEYORS, INC.**  
 235 Salinas Street  
 Salinas, CA 93901

**2nd Avenue**

1.S Q14000 W 11866.37

19 SUR 137  
FORMERLY PENINSULA OUTREACH  
NOW CITY OF MARINA  
VL12212

19 SUR 137  
PENINSULA OUTREACH

19 SUR 126  
VETERAN'S  
TRANSITION  
CENTER  
L9 2.1

SOUTHEAST CORNER OF  
PARCEL 1 PER VOLUME  
19 SURVEYS, PAGE 126

N 73°15'27" W  
37.47'  
VETERAN'S  
TRANSITION  
CENTER  
L9 2.2

**SEE SHEET 5 OF 9**

19. SUR 124 B&B  
HOUSING AUTHORITY

E2b.1.1.1  
 $\Delta=3^{\circ}50'23"$   
 $R=1930.00$   
 $L=129.34$

SOUTHWEST CORNER OF  
PARCEL 1 PER VOLUME  
19, SURVEYS, PAGE 126

$\Delta=2^{\circ}34'36"$   
 $R=630.00$   
 $L=303.22$

NORTHWEST CORNER PARCEL 2 PER  
VOLUME 20, SURVEYS, PAGE 24  
TIE-POINT "D"

S 88°16'30"

200.00

N 01°42'36" E  
315.00

4

S 88°16'30"  
200.00

S 01°42'36" W  
395.28 (NET)

P.O.B. 150R  
PORTION 4

19 SUR 24  
GOODWILL INDUSTRIES  
L16

SOUTHWEST CORNER OF PARCEL 1 PER  
VOLUME 20, SURVEYS, PAGE 24

25 SUR 98

E-D.C.  
E2b.1.3

**EXCEPTING THEREFROM ALL THAT CERTAIN REAL PROPERTY  
ATTACHED HERETO AS EXHIBIT "A" - 1.**

# Excluded

## Legal Description of the New FORA Complex

That portion of the former Fort Ord, in the City of Marina, County of Monterey, State of California described as follows:

**Beginning** at a 1" iron pipe with plastic plug stamped LS 5992 marking the southeast corner of the Monterey Peninsula College parcel recorded in Volume 27, Page 80 of Surveys in the office of the County Recorder of said county; thence

- 1) South  $02^{\circ}22'51''$  West, 128.37 feet; thence
- 2) South  $02^{\circ}29'26''$  West, 101.00 feet to the beginning of a non-tangent curve concave to the west having a radius of 970.00 feet, and to which beginning a radial bears South  $81^{\circ}56'40''$  East; thence parallel with and 45.00 feet westerly, measured at right angles, of the westerly boundary of the Veterans Center parcel recorded in Volume 19, Page 26 of Surveys in the office of the county Recorder of said county
- 3) Southerly 258.17 feet along said curve through a central angle of  $15^{\circ}14'59''$ ; thence radially
- 4) South  $66^{\circ}41'41''$  East, 45.00 feet to said westerly boundary and the beginning of curve concave to the northwest having a radius of 1,015.00 feet; thence
- 5) Southwesterly 90.88 feet along said curve and said westerly boundary through a central angle of  $05^{\circ}07'49''$  to a point on the northeasterly line of that certain 140.00 foot wide right-of-way of Imjin Parkway, said point being the beginning of a non-tangent curve concave to the northeast having a radius of 1,930.00 feet, and to which beginning a radial bears South  $25^{\circ}24'13''$  West; thence leaving said westerly boundary
- 6) Northwesterly 129.34 feet along said curve and the northeasterly right-of-way of said Imjin Parkway through a central angle of  $03^{\circ}50'23''$ ; thence
- 7) North  $60^{\circ}45'24''$  West, 352.27 feet to a point on the northerly prolongation of the easterly line of that certain 140.00 foot right-of-way of 2<sup>nd</sup> Avenue; thence leaving the northeasterly line of said Imjin Parkway, northerly along said prolongation
- 8) North  $29^{\circ}14'36''$  East, 22.49 feet to the beginning of a curve concave to the west having a radius of 642.50 feet; thence
- 9) Northerly 308.98 feet along said curve through a central angle of  $27^{\circ}33'15''$ ; thence
- 10) North  $01^{\circ}41'21''$  East, 43.88 feet; thence
- 11) South  $88^{\circ}07'15''$  East, 236.00 feet to a 1" iron pipe with plastic plug stamped "RCE 15310" marking the southwest corner of said Monterey Peninsula College parcel; thence along the southerly line of said parcel
- 12) South  $88^{\circ}07'15''$  East, 170.20 feet to the southeast corner of said parcel and to the **Point of Beginning**.

Containing 4.70 acres, more or less, as shown on the plat attached hereto and made a part of.

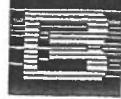
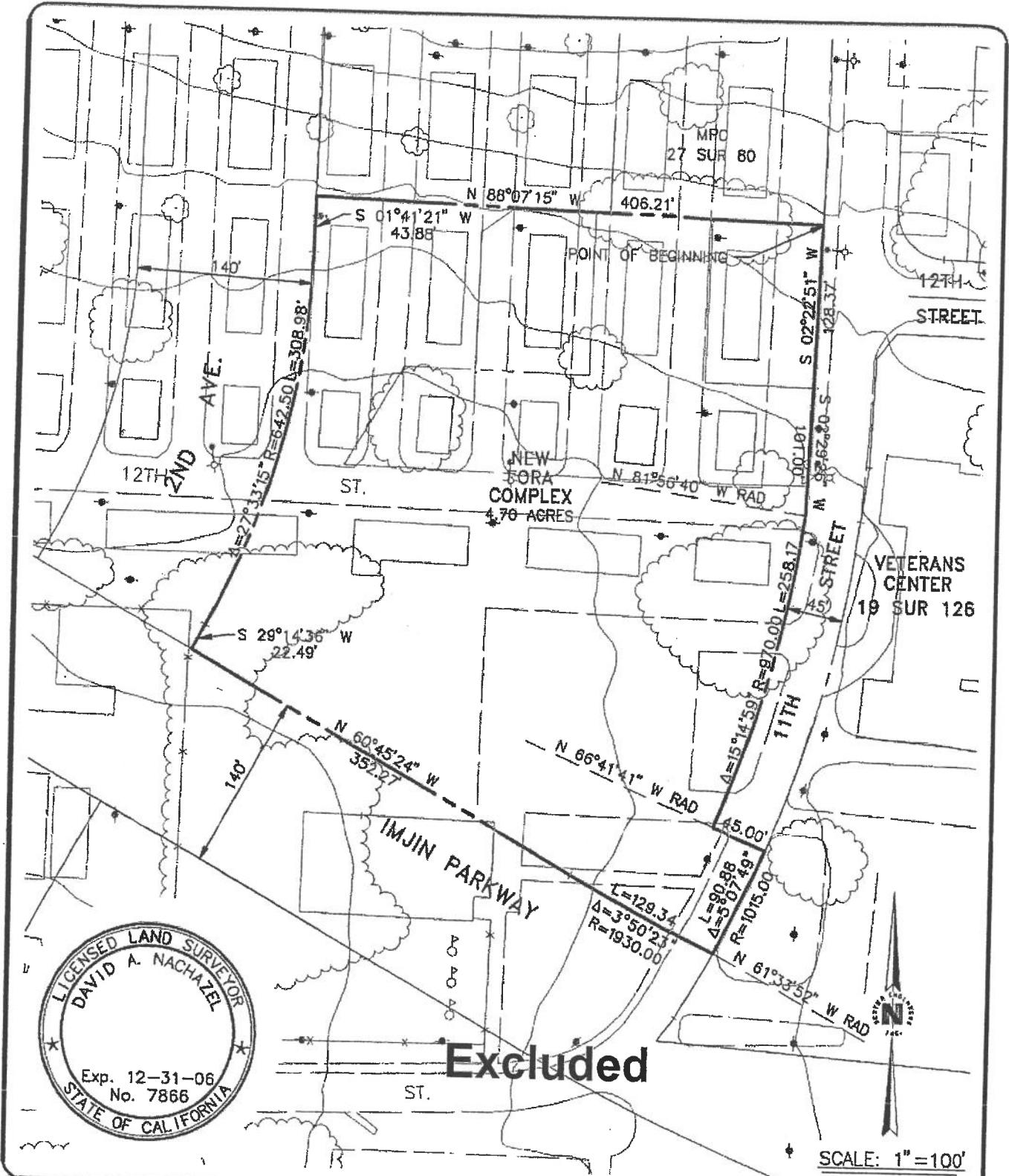
The bearing of South 88°07'15" East as measured between found monuments along the southerly line of said Monterey Peninsula College parcel is the basis of bearings for this description.

Dated: February 18, 2005

Bestor Engineers, Inc.

David Nachazel, PLS  
LS 7866  
Exp: 12/31/06





**BESTOR ENGINEERS, INC.**  
 CIVIL ENGINEERING - SURVEYING - LAND PLANNING  
 9701 BLUE LAKESIDE LANE, MONTEREY, CALIFORNIA 93940

PREPARED FOR: FORT ORD REUSE AUTHORITY  
**EXHIBIT "B"**  
 NEW FORA COMPLEX  
 IMJIN PARKWAY AND 2ND AVE.  
 CITY OF MARINA, CALIFORNIA

SCALE: 1" = 100'  
 DATE: 02/03/2005  
 SHEET: 1 OF 1  
 NO. 6554.00

# Excluded

## Legal Description of the Existing FORA Complex

That portion of the former Fort Ord, in the City of Marina, County of Monterey, State of California described as follows:

**Commencing** at the southerly terminus of that certain course on the perimeter boundary of the former Fort Ord labeled S 30°01'35" W 3217.80' as per map filed in Volume 19, Page 1 of Surveys; thence

- a) South 28°37'28" East, 458.75 feet to a point on the easterly line of State Highway 1 and the westerly line of "Marina II" as per map filed in Volume 23, Page 92 of Surveys, said point being the **Point of Beginning**; thence leaving said easterly and westerly line
  - 1) South 88°19'38" East, 349.06 feet; thence
  - 2) North 69°17'46" East, 175.30 feet; thence
  - 3) South 88°19'38" East, 237.94 feet; thence
  - 4) South 01°40'22" West, 144.94 feet; thence
  - 5) North 88°19'38" West, 405.00 feet; thence
  - 6) South 01°41'21" West, 482.40 feet to a point on the northeasterly line of that certain 140.00 foot wide right-of-way of Imjin Parkway; thence northwesterly along said northeasterly line
  - 7) North 60°45'24" West, 179.58 feet to the beginning of a non-tangent curve concave to the northeast having a radius of 408.14 feet, and to which beginning a radial bears South 28°44'23" West; thence
  - 8) Northwesterly 260.04 feet along said curve through a central angle of 36°30'20"; to the beginning of a non-tangent curve concave to the east having a radius of 590.24 feet, and to which beginning a radial bears South 72°15'47" West; thence
  - 9) Northerly 222.64 feet along said curve through a central angle of 21°36'42"; thence
  - 10) North 21°45'37" East, 81.84 feet to the **True Point of Beginning**.

Containing 4.94 acres, more or less, as shown on the plat attached hereto and made a part of.

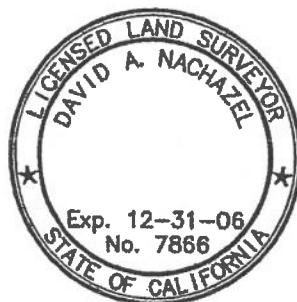
Bearings cited herein are as referenced to that certain Record of Survey filed in Volume 19, Page 1 of Surveys, in the office of the County Recorder of said county.

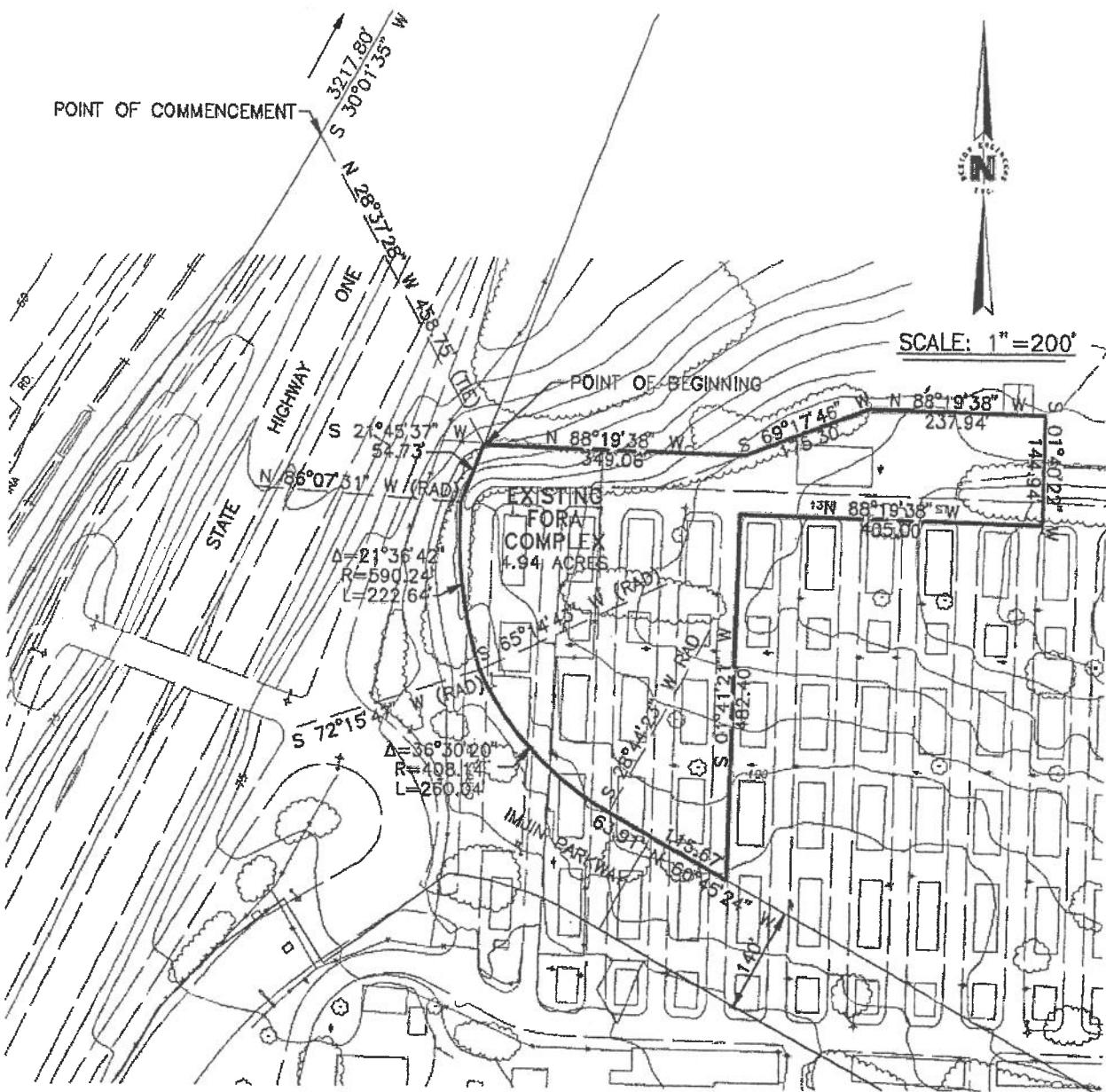
Dated: February 18, 2005

Bestor Engineers, Inc.

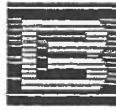
David Nachazel, PLS  
LS 7866  
Exp: 12/31/06

L:\6554\docs\legal-exst-fora.doc





**Excluded**



**BESTOR ENGINEERS, INC.**

CIVIL ENGINEERING - SURVEYING - LAND PLANNING  
8701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940

PREPARED FOR: FORT ORD REUSE AUTHORITY

**EXHIBIT "B"**  
EXISTING FORA COMPLEX  
IMJIN PARKWAY AND HIGHWAY 1

CITY OF MARINA,

CALIFORNIA

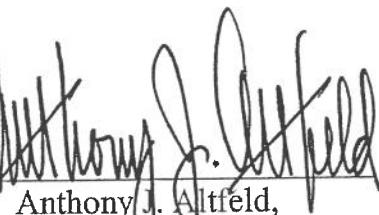
|        |            |
|--------|------------|
| SCALE  | 1" = 200'  |
| DATE   | 02/03/2005 |
| SHED   |            |
| 1 OF 1 |            |
| NO:    | 8554.00    |

CERTIFICATE OF ACCEPTANCE  
OF QUIT CLAIM DEED  
FOR  
A PORTION OF UNIVERSITY VILLAGES

This to certify that the interest in real property conveyed by that certain Quit Claim Deed dated August 31, 2005, from the Fort Ord Reuse Authority to the Redevelopment Agency of the City of Marina is hereby accepted by the undersigned City Manager/Executive Director on behalf of the Agency pursuant to authority conferred by resolution of the City Council, adopted on November 1, 1988, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: August 31, 2005

By:



Anthony J. Altfeld,  
City Manager/Executive Director  
Redevelopment Agency of the  
City of Marina

STATE OF CALIFORNIA                )  
  )  
  ss  
COUNTY OF MONTEREY                )

On August 31, 2005, before the undersigned, a Notary Public in and for said County and State, personally appeared Anthony J. Altfeld, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the attached instrument as the City Manager/Executive Director of the Redevelopment Agency of the City of Marina and acknowledged to me that said public agency executed it.

Dated: August 31, 2005



(Seal)

