

DACA 05-9-05-575

Stephen L. Vagnini  
Monterey County Recorder  
Recorded at the request of  
**Stewart Title**

RALICIA  
4/26/2007  
8:00:00

**WHEN RECORDED MAIL TO:**

**Fort Ord Reuse Authority**  
**100 12<sup>th</sup> St., Bldg. 2880**  
**Marina, CA 93933**  
**Attn: Stan Cook**

**DOCUMENT: 2007033561**



**Titles: 1/ Pages: 189**

Fees.....  
Taxes.....  
Other.....  
AMT PAID \_\_\_\_\_

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

Documentary Transfer Tax \$ EXEMPT – Transfer to Governmental Agency  
\_\_\_\_ 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 THE  
FORMER FORT ORD, COUNTY OF MONTEREY, CALIFORNIA**

**THIS DEED IS BEING RE-RERECORDED TO ATTACH THE  
LEGAL DESCRIPTION AND MAP FOR PARCEL E11b.6.2**

CERTIFIED COPY OF  
ORIGINAL DOCUMENT  
STEWART TITLE

WHEN RECORDED MAIL TO:

Fort Ord Reuse Authority  
100 12<sup>th</sup> St., Bldg. 2880  
Marina, CA 93933  
Attn: Stan Cook

JUL 06 2006

Time: 12:57 P.M.

Series # 2006059902

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 THE  
FORMER FORT ORD, COUNTY OF MONTEREY, CALIFORNIA**

**THIS DOCUMENT IS BEING RERECORDED TO INCLUDE THE  
RECORDING INFORMATION OF THE COVENANT TO RESTRICT USE OF  
PROPERTY ON PAGE 2 AND TO INCLUDE THE LEGAL DESCRIPTION FOR  
PARCEL E.8a.1.1.2.**

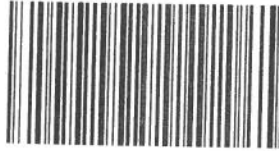
Stephen L. Vagnini  
Monterey County Recorder  
Recorded at the request of  
**Stewart Title**

CRMARIA  
6/26/2006  
8:00:00

**WHEN RECORDED MAIL TO:**

**Fort Ord Reuse Authority**  
**100 12<sup>th</sup> St., Bldg. 2880**  
**Marina, CA 93933**  
**Attn: Stan Cook**

**DOCUMENT: 2006056382**



Titles: 1/ Pages: 185

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

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

Documentary Transfer Tax \$ EXEMPT *transfer to City Entity*  
\_\_\_\_ 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 THE  
FORMER FORT ORD, COUNTY OF MONTEREY, CALIFORNIA**

WHEN RECORDED RETURN TO:

RECORDER STAMP

**QUITCLAIM DEED FOR A PORTION OF THE  
FORMER FORT ORD, COUNTY OF MONTEREY, CALIFORNIA**  
*(Parcels E11a, E11b.6.2, E4.6.2, E8a.1.1.2, L20.14.1.1, L20.14.2, L20.15, and L20.6)*

**THIS DEED**, made and entered into between the **UNITED STATES OF AMERICA**, acting by and through the **SECRETARY OF THE ARMY** (the "Grantor"), under and pursuant to the power and authority contained in the Defense Base Closure and Realignment Act of 1990, (Public Law No. 101-510, 10 U.S.C. § 2687, note), as amended ("DBCRA"), the Federal Property and Administrative Services Act of 1949, (40 U.S.C. § 101 *et seq.*), as amended, and the **FORT ORD REUSE AUTHORITY** (the "Grantee"), created under Title 7.85 of the California Government Code, Chapters 1 through 7, inclusive, commencing with Section 67650, *et seq.*, and selected provisions of the California Redevelopment Law, including Division 24 of the California Health and Safety Code, Part 1, Chapter 4.5, Article 1, commencing with Section 33492, *et seq.*, and Article 4, commencing with Section 33492.70, *et seq.*, and recognized as the Local Redevelopment Authority for the former Fort Ord Army Base, California, by the Office of Economic Adjustment on behalf of the Secretary of Defense.

**WITNESSETH THAT:**

WHEREAS, the Secretary of the Army may convey surplus property to a local redevelopment authority at a closing military installation for economic development purposes pursuant to the power and authority provided by the DBCRA and the implementing regulations of the Department of Defense (32 CFR 174.1-176.1);

WHEREAS, Grantee, by application, requested an economic development conveyance of portions of the former Fort Ord, California, consistent with the redevelopment plan prepared by the Grantee;

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

## QUITCLAIM DEED DACA05-9-05-575

Fort Ord, California, dated the 20th day of June 2000, ("MOA") and MOA Amendment No. 1, dated the 23<sup>rd</sup> day of October 2001, which sets forth the specific terms and conditions of the sale of portions of the Fort Ord located in Monterey County, California;

WHEREAS, the California State Historic Preservation Officer determined on May 5, 1994, that no structures, monuments, or other property within the property conveyed herein, were identified as having any historical significance;

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

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

WHEREAS, a covenant to restrict use of property conveyed herein, within the "Special Groundwater Protection Zone" has been established between the Grantor, the Department of Toxic Substance Control ("DTSC") and the California Regional Water Quality Control Board, Central Coast Region. Construction of groundwater wells for access, use, or consumption of groundwater within the boundaries of the property conveyed herein is prohibited without prior written approval by the above parties as described in the Covenant to Restrict Use of Property ("CRUP") recorded in the County of Monterey, California on \_\_\_\_\_, Series Number \_\_\_\_\_.

**NOW, THEREFORE**, the Grantor, for good and valuable consideration, does hereby **remise, release, and forever quitclaim** unto the Grantee, its successors and assigns, all such interest, rights, title, and claim as the Grantor has in and to Parcels **E11a, E11b.6.2, E4.6.2, E8a.1.1.2, L20.14.1.1, L20.14.2, L20.15, and L20.6**; totaling approximately 546.33 acres (the "Property"), and all buildings, more particularly described in Exhibits "A" and "B", which are attached hereto and made a part hereof.

### I. PROPERTY DESCRIPTION

The Property includes:

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

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

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

## II. EXCLUSIONS AND RESERVATIONS

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

A. The Property is taken by the Grantee subject to any and all valid and existing recorded outstanding liens, leases, easements, and any other encumbrances made for the purpose of roads, streets, utility systems, rights-of-way, pipelines, and/or covenants, exceptions, interests, liens, reservations, and agreements of record, and any unrecorded leases, easements and any other encumbrances made for the purpose of roads, streets, utility systems, rights-of-way, pipelines, and/or covenants, exceptions, interests, reservations and agreements of record between Grantor and other government entities.

B. Grantor reserves a perpetual unassignable right to enter the Property for the specific purpose of treating or removing any unexploded shells, mines, bombs, or other such devices deposited or caused by the Grantor.

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

(1) To comply with all applicable Federal law and lawful existing regulations;

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

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

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

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

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

D. Grantor reserves mineral rights that Grantor owns with the right of surface entry in a manner that does not unreasonably interfere with Grantee's development and quiet enjoyment of the Property.

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

### III. CERCLA NOTICE

Applicable to Parcels E4.6.2 and E8a.1.1.2:

A. Pursuant to section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 U.S.C. §9620(h)(3)(A)(i)(I) and (II)), available information regarding the type, quantity, and location of hazardous substances and the time at which such substances were stored, released, or disposed of, as defined in section 120(h), is provided in Exhibit "E", **Hazardous Substance, Storage, Release and Disposal**, attached hereto and made a part hereof. The Finding of Suitability to Transfer (FOST), Former Fort Ord, California, Track 0 Plug-in C, Track 1 and Track 1 Plug-In Parcels (August 2005), (FOST) attached hereto and made a part hereof as Exhibit "D." and an environmental baseline survey (EBS) known as Community Environmental Response Facilitation Act report, which is referenced in the FOST, sets forth the environmental condition of the Property. The FOST sets forth the basis for the Grantor's determination that the Property is suitable for transfer. The Grantee is hereby made aware of the notifications contained in the EBS and the FOST. .

B. Pursuant to section 120(h)(3)(A)(i)(III) of CERCLA (42 U.S.C. § 9620(h)(3)(A)(i)(III)), a description of the remedial action taken, if any, on the Property is provided in Exhibit "F", **Environmental Condition of Property**, attached hereto and made a part hereof. The FOST sets forth information regarding the remedial action taken. The FOST sets forth the basis for the Grantor's determination that the Property is suitable for transfer. The Grantee is hereby made aware of the information contained in the FOST.

#### IV. CERCLA COVENANT

A. Applicable to Parcels E4.6.2 and E8a.1.1.2:

(1) Pursuant to Section 120(h)(3)(A)(ii) and (B) of CERCLA (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)), the United States warrants that -

a) All remedial action necessary to protect human health and the environment with respect to any hazardous substance described in section 120(h)(3)(A)(i)(I) of CERCLA remaining on the property has been taken before the date of this deed, and

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

(2) This warranty shall not apply in any case in which the person or entity to whom the property is transferred is a potentially responsible party with respect to such property. For purposes of this warranty, Grantee shall not be considered a potentially responsible party solely due to the presence of a hazardous substance remaining on the property on the date of this instrument.

B. Applicable to Parcels E11a, E11b.6.2, L20.14.1.1, L20.14.2, L20.15, and L20.6:

Pursuant to Section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(i)), the Grantor has identified the Property as real property on which no hazardous substances and no petroleum products or their derivatives were stored for one year or more, or known to have been released or disposed of. Grantor warrants that any response action or corrective action found to be necessary after the date of this Deed attributable to Grantor activities on the Property and/or hazardous substances or petroleum products contamination existing on the Property prior to the date of this Deed shall be conducted by Grantor using all reasonable means to the extent practicable to avoid and/or minimize interference with the use of the Property. Grantee, its successors and assigns, as consideration for the conveyance of the Property, to the extent authorized by law, agree to release Grantor from any liability or responsibility arising solely out of the release of any hazardous substance or petroleum product on the Property occurring after the date of the delivery and acceptance of this Deed and not attributable to the activities of Grantor, where such substance or product was placed on the Property by the Grantee, or its successors, assigns, employees, invitees, agents or contractors, after the conveyance. This paragraph shall not affect the Grantor's responsibilities to conduct response actions or corrective actions required by applicable laws, rules and regulations, or the Grantor's indemnification obligations under applicable laws.

#### V. RIGHT OF ACCESS

A. The Grantor, EPA, and DTSC, and their officers, agents, employees, contractors, and subcontractors will have the right, upon reasonable notice to the Grantee, and at no cost to the



Grantor, to enter upon the Property in any case in which a response or corrective action is found to be necessary, after the date of transfer of the Property, or such access is necessary to carry out a response action or corrective action on adjoining property, including, without limitation, the following activities:

(1) To conduct investigations and surveys, including where necessary, drilling, soil and water sampling, test-pitting, and other activities related to the Fort Ord Installation Restoration Program ("IRP"), Military Munitions Response Program ("MMRP"), or FFA;

(2) To inspect field activities of the Army and its contractors and subcontractors with regards to implementing the Fort Ord IRP, MMRP, or FFA;

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

(4) To construct, operate, maintain or undertake any other investigation, corrective measure, response, or remedial action as required or necessary under any Fort Ord FFA, Record of Decision ("ROD"), IRP or MMRP requirement, including, but not limited to monitoring wells, pumping wells, and treatment facilities.

Such right of access shall be binding on the Grantee, its successors and assigns, and shall run with the land.

B. In exercising this access easement, except in case of imminent endangerment to human health or the environment, the Grantor shall give the Grantee, or the then record owner, reasonable prior notice. Grantee agrees that, notwithstanding any other provisions of this Deed, the Grantor assumes no liability to the Grantee, its successors or assigns, or any other person, should remediation of the Property interfere with the use of the Property. The Grantee shall not, through construction or operation/maintenance activities, interfere with any remediation or response action conducted by the Grantor under this paragraph. The Grantee, the then record owner, and any other person shall have no claim against the Grantor or any of its officers, agents, employees or contractors solely on account of any such interference resulting from such remediation.

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

## VI. "AS IS, WHERE IS"

The Property is conveyed in an "As Is, Where Is" condition without any representation, warranty or guarantee, except as otherwise stated herein, by the Grantor as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for allowance or deduction upon such grounds will be considered. There is no obligation on the part of the Grantor to make any alterations, repairs, or additions, and said Grantor shall not be liable for any latent or patent defects in the Property. This section shall not affect the Grantor's responsibility under **CERCLA COVENANTS, ENVIRONMENTAL PROTECTION PROVISIONS, or any other statutory obligations as applicable.**

## **VII. ENVIRONMENTAL PROTECTION PROVISIONS**

The Grantee shall neither transfer the Property, lease the Property, nor grant any interest, privilege, or license whatsoever in connection with the Property without the inclusion of the Environmental Protection Provisions in this Section VII (Environmental Protection Provisions), and shall require the inclusion of the Environmental Protection Provisions in all further deeds, easements, transfers, leases, or grant of any interest, privilege, or license.

### **A. FEDERAL FACILITIES AGREEMENT ("FFA")**

The Grantor acknowledges that former Fort Ord has been identified as a National Priority List ("NPL") Site under CERCLA. The Grantee acknowledges that the Grantor has provided it with a copy of the FFA entered into by the EPA Region IX, the State of California, and the United States Department of the Army, effective on November 19, 1990, and will provide the Grantee with a copy of any amendments thereto. The Grantee agrees that should any conflict arise between the terms of the FFA as they presently exist or may be amended, and the provisions of this Property transfer, the terms of the FFA will take precedence. The Grantee further agrees that notwithstanding any other provisions of the Property transfer, the Grantor assumes no liability to the Grantee, should implementation of the FFA interfere with their use of the Property. Grantor shall give Grantee reasonable notice of its action required by the FFA and use all reasonable means to the extent practicable to avoid and/or minimize interference with Grantee's, its successors or assigns' use of the Property. The Grantee, or any subsequent transferee, shall have no claim on account of any such interference against the Grantor or any officer, agent, employee or contractor thereof. Grantor agrees to use its best efforts to the extent practicable to avoid and/or minimize interference with Grantee's, its successors or assigns' use of the Property, and to provide Grantee with a copy of any amendments to the FFA.

### **B. NO LIABILITY FOR NON-ARMY CONTAMINATION**

The Army shall not incur liability for additional response action or corrective action found to be necessary after the date of transfer in any case in which the person or entity to whom the Property is transferred, or other non-Army entities, is identified as the party responsible for contamination of the property.

**C. LAND USE RESTRICTIONS**

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

a) **Residential Use Restriction.** Applicable to Parcels E4.6.2 and E8a.1.1.2: In accordance with the provisions of Section G of the Environmental Protection Provisions, the Grantee, its successors and assigns, shall use Parcels E4.6.2 and E8a.1.1.2 solely for commercial or industrial activities and not for residential purposes to the extent any abatement is required under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992). For purposes of this provision, residential use includes, but is not limited to, single family or multi-family residences; childcare facilities; and nursing home or assisted living facilities; and any type of educational purpose for children/young adults in grades kindergarten through 12.

b) **Groundwater Restriction.** Applicable to Parcels E4.6.2 and E8a.1.1.2: As described in the NOTICE OF THE PRESENCE OF CONTAMINATED GROUNDWATER, the Grantee is hereby informed and acknowledges that the groundwater under portions of the Property and associated with the Sites 2 and 12 (Sites 2/12) groundwater plume and the Operable Unit 2 (OU2) groundwater plume is contaminated with volatile organic compounds (VOCs), primarily trichloroethene (TCE). In accordance with the provisions of Section D of the Environmental Protection Provisions, the Grantee, its successors and assigns shall not access or use groundwater underlying the Property for any purpose. For the purpose of this restriction, "groundwater" shall have the same meaning as in section 101(12) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

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

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

- a) Grantor: Director, Fort Ord Office  
Army Base Realignment and Closure  
P.O. Box 5008  
Presidio of Monterey, CA 93944-5008
- b) US EPA: Chief, Federal Facility and Site Cleanup Branch  
Superfund Division  
U.S. Environmental Protection Agency, Region IX  
75 Hawthorne Street, Mail Code: SFD-8-3  
San Francisco, CA 94105-3901
- c) DTSC: Chief of Northern California Operations  
Office of Military Facilities  
Department of Toxic Substances Control  
8800 Cal Center Drive  
Sacramento, CA 95826-3200
- d) RWQCB: Executive Officer  
California Regional Water Quality Control Board  
Central Coast Region  
895 Aerovista Place, Suite 101  
San Luis Obispo, CA 93401-7906

**D. NOTICE OF THE PRESENCE OF CONTAMINATED GROUNDWATER**

Applicable to Parcels E4.6.2 and E8a.1.1.2:

(1) The groundwater beneath portions of the Property is contaminated with volatile organic compounds (VOCs), primarily trichloroethene (TCE). The most recent data available (Annual Report of Quarterly Monitoring, October 2003 through September 2004) indicates that:

a) Parcel S4.1.1 overlies the Sites 2/12 groundwater plume where the concentration of TCE in groundwater equals or exceeds 5.0 micrograms per liter ( $\mu\text{g/L}$ ). For the Sites 2/12 groundwater plume area the maximum TCE concentration in the groundwater beneath the Property (Parcel S4.1.1) is between 5.0  $\mu\text{g/L}$  and 10  $\mu\text{g/L}$  and depth to groundwater is 68 to 75 feet below ground surface.

b) Parcels E4.6.2 and E8a.1.1.2 overlie the OU2 groundwater plume where the concentration of TCE in groundwater exceeds 5.0  $\mu\text{g/L}$ . For the OU2 groundwater plume area the maximum TCE concentration in the groundwater beneath the Property (Parcel E4.3.1.2) is 26  $\mu\text{g/L}$  as measured in groundwater extraction well EW-OU2-12A and depth to groundwater is 125 to 175 feet below ground surface.

(2) The maximum concentrations of the chemicals of concern (associated with the OU2 and Sites 2/12 groundwater plumes) detected in the groundwater monitoring or extraction wells

on the Property (September 2004) 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 Fort Ord Landfills Record of Decision (ROD) (July 1994) and Basewide Remedial Investigation Sites ROD (January 1997), are provided for comparison.

Chemicals of Concern in Groundwater and Aquifer Cleanup Levels  
(OU2 and Sites 2/12 Plumes)

Chemical Name	Regulatory Synonym	CASRN*	RCRA Waste Number	Parcel	Well (EW- OU2)	Maximum Concentrations (µg/L)	AC L (µg/ L)
Benzene	Benzol	71432	U019	E4.3.1.2	-10-A	0.3	1.0
Carbon Tetrachloride	Methane, tetrachloro-	56235	U211			ND	0.5
Chloroform	Methane, trichloro-	67663	U044	E4.3.1.2	-12-A	2.3	2.0
1,1-Dichloroethane	Ethane, 1,1-dichloro-	75343	U076	E4.3.1.2	-10-A	6.9	5.0
1,2-Dichloroethane	Ethane, 1,2-dichloro-	107062	U077	E4.3.1.2	-10-A	1.5	0.5
1,1-Dichloroethene	Ethene, 1,1-dichloro-	75354	U078			ND	6.0
Cis-1,2-Dichloroethene	Ethene, 1,2-dichloro(E)	156605	U079	E4.3.1.2	-10-A	8.9	6.0
1,2-Dichloropropane	Propane, 1,2-dichloro-	78875	U083	E4.3.1.2	-12-A	1.3	1.0
Total 1,3-Dichloropropene	Propene, 1,3-dichloro-	542756	--			ND	0.5
Methylene Chloride	Methane, dichloro-	75092	U080			ND	5.0
Tetrachloroethene	Ethene, tetrachloro-	127184	U210	E4.3.1.2	-10-A	5.4	3.0
Trichloroethene	Ethene, trichloro-	79016	U228	E4.3.1.2	-12-A	26	5.0
Vinyl chloride	Ethene, chloro-	75014	U043	E4.3.1.2	-10-A	0.7	0.1

\*Chemical Abstract Services Registry Number

### (3) Restrictions and Conditions

a) The Property is within the “Prohibition Zone” of the “Special Groundwater Protection Zone.” A Covenant to Restrict the Use of Property (CRUP) for the Property will be established between the United States Army and the State of California (DTSC and the California Regional Water Quality Control Board, Central Coast Region). The Prohibition Zone encompasses the area overlying or adjacent to the four identified groundwater contamination plumes at the former Fort Ord. The Prohibition Zone is identified on the “Former Fort Ord Special Groundwater Protection Zone Map” (the Map), which is on file with the County of Monterey (the County). County Ordinance No. 04011 prohibits the construction of water wells within the Prohibition Zone.

b) The Grantee covenants for itself, its successors, and assigns not to access or use groundwater underlying the Property for any purpose. For the purpose of this restriction, “groundwater” shall have the same meaning as in section 101(12) of CERCLA.

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

d) The Grantee covenants for itself, its successors, or assigns, that it will not undertake nor allow any activity on or use of the Property that would violate the restrictions contained herein. These restrictions and covenants are binding on the Grantee, its successors and assigns; shall run with the land; and are forever enforceable.

(4) Applicable to Parcels E11a, E11b.6.2, L20.14.1.1, L20.14.2, and L20.15:

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

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

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

d) The Grantee covenants for itself, its successors, or assigns, that it will not undertake nor allow any activity on or use of the Property that would violate the restrictions contained herein. These restrictions and covenants are binding on the Grantee, its successors and assigns; shall run with the land; and are forever enforceable

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

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

(2) Portions of the Property were previously used for military training involving military munitions, or for disposal of munitions items. A review of existing records and available information indicates there are munitions response sites (MRS's) associated with the Property. Military training on the Property involved only the use of practice and pyrotechnic items that are not designed to cause injury, or military munitions items that do not pose an explosive hazard. Military munitions items were found within materials excavated from a landfill disposal area formerly on the Property; however, this is attributed to disposal activities at the landfill and not training. All landfill disposal areas within the Property have been fully excavated, the landfilled material removed, and the excavated areas backfilled or regraded. The ten MRS's were evaluated and documented in the *Final Track 1 Ordnance and Explosives Remedial Investigation/Feasibility Study, former Fort Ord, California* (Track 1 OE RI/FS) (June 2004) the *Track 1 Plug-In Approval Memorandum, MRS-6 Expansion Area* (May 6, 2005) and, in accordance with the *Record of Decision, No Further Action Related to Munitions and Explosives of Concern – Track 1 Sites; No Further Remedial Action with Monitoring for Ecological Risks from Chemical Contamination at Site 3 (MRS-22)* (Track 1 ROD) (March 2005), no further action related to MEC is required at these MRS's.

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

(4) Because the Grantor cannot guarantee that all MEC has been removed, the Grantor recommends reasonable and prudent precautions be taken when conducting intrusive operations on the Property and will, at its expense, provide construction worker ordnance recognition and safety training. The FOST lists certain MRS's associated with the property

covered under the FOST (MRS-1, MRS-6, (and MRS-6 Expansion Area), MRS-13A, MRS-22, MRS-27Y, MRS-49, MRS-59A, MRS-62, and MRS-66). For those MRS's that overlap the Property the Army recommends construction personnel involved in intrusive operations at these sites attend the Grantor's ordnance recognition and safety training. To accomplish that objective, the Grantor requests notice from the Grantee of planned intrusive activities, and in turn will provide ordnance recognition and safety training to construction personnel prior to the start of intrusive work. The Grantor will provide ordnance recognition and safety refresher training as appropriate. For the Track 1 sites where ordnance recognition and safety training is recommended (MRS-1, MRS-6 (and MRS-6 Expansion Area), MRS-13A, MRS-22, MRS-27Y, MRS-49, MRS- 59A, MRS-62, and MRS-66), at the time of the next five-year review (2007), the Grantor will assess whether the education program should continue. If information indicates that no MEC items have been found in the course of development or redevelopment of the site, it is expected that the education program may, with the concurrence of the regulatory agencies, be discontinued, subject to reinstatement if a MEC item is encountered in the future.

(5) Easement and Access Rights.

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

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



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

(6) The Grantee acknowledges receipt of the *Final Track 1 Ordnance and Explosives Remedial Investigation/Feasibility Study (Track 1 OE RI/FS) (June 2004)* and the *Record of Decision, No Further Action Related to Munitions and Explosives of Concern – Track 1 Sites; No Further Remedial Action with Monitoring for Ecological Risks from Chemical Contamination at Site 3 (MRS-22) (Track 1 ROD) (March 2005)*.

#### **F. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT**

##### **Applicable to Parcel E8a.1.1.2:**

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

(2) Several buildings on the Property have been determined to contain friable asbestos. Detailed information is contained in the referenced survey report. The remaining buildings contain non-friable ACM rated in good condition. To the extent required under applicable law or regulation and at no expense to Grantor, the Grantee agrees to undertake any and all asbestos abatement or remediation in the aforementioned buildings and abatement or remediation of asbestos in or on buried pipelines, if any, that would not otherwise be the responsibility of the Grantor under CERCLA or any other applicable statute. The Grantor has agreed to transfer said buildings to the Grantee, prior to remediation or abatement of asbestos hazards, in reliance upon the Grantee's express representation and covenant to perform the required asbestos abatement or remediation of these buildings.

(3) The Grantee covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos.

(4) The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its asbestos and ACM content and condition and any hazardous or environmental conditions relating thereto. The failure of the Grantee to inspect, or to be fully

informed as to the asbestos condition of all or any portion of the Property, will not constitute grounds for any claim or demand against the United States, or any adjustment under this deed.

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

Applicable to Parcels E4.6.2 and E8a.1.1.2:

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

(2) The Grantee covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on Parcels E4.6.2 and E8a.1.1.2 as Residential Property, as defined under 24 Code of Federal Regulations Part 35, without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of Parcels E4.6.2 and E8a.1.1.2, where their use subsequent to this conveyance is intended for residential habitation, the Grantee specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992).

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

**H. NOTICE OF THE PRESENCE OF THE FORT ORD LANDFILLS**

Applicable to Parcels E4.6.2 and E8a.1.1.2:

Parcels E4.6.2 and E8a.1.1.2 are located within 1,000 feet of the Fort Ord OU2 Landfills. In order to evaluate methane levels in soil adjacent to the OU2 Landfills, monitoring probes were installed within the landfill and around the landfill perimeter. The probes were placed at a spacing of 1,000 feet or less. The probes are sampled quarterly for methane and annually for volatile organic compounds. The probes will continue to be monitored for a period of thirty (30) years from the time the monitoring program was implemented (June 2000) or until written authorization to discontinue monitoring is provided by the appropriate enforcement agency with concurrence by the California Integrated Waste Management Board (CIWMB). Methane concentrations do not exceed the CIWMB standard of 5% by volume in probes located at the property boundary, with the exception of areas on the eastern side bordering property that is not

included in this FOST. Results of perimeter probe monitoring may be found in the perimeter probe monitoring reports, which the Army publishes annually. The Army has implemented a gas collection and treatment system along the eastern side of the landfill adjacent to the existing housing area. To decrease the potential for landfill gas migration to surrounding property, a buffer was added extending 100 feet beyond the perimeter fencing. Future landowners should refer to California Code of Regulations Title 27, Section 21190, which identifies protective measures for structures built on or within 1,000 feet of a landfill.

**I. NOTICE OF RARE, THREATENED AND ENDANGERED SPECIES MANAGEMENT**

Applicable to Parcels E11a, E11b.6.2, E4.6.2, E8a.1.1.2 L20.14.1.1, L20.14.2, and L20.6.

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

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

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

a) Habitat Reserve Parcels numbered: E11a and E11b.6.2

b) Habitat reserves within the Development with Reserve Areas or Development with Restrictions Parcels numbered: E8a.1.1.2

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

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

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

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

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

d) Grantee shall either directly, or indirectly through its USFWS approved habitat manager, implement the management guidelines applicable to the parcel through the development of a site-specific management plan. The site-specific habitat management plan must be developed and submitted to USFWS (and, for non-Federal recipients, California Department of Fish and Game (CDFG) as well) for approval. Upon approval by USFWS (and, as appropriate, CDFG) the recipient shall implement the plan. Such plans may thereafter be modified through the Coordinated Resource Management and Planning (CRMP) process or with the concurrence of USFWS (and, as appropriate, CDFG) as new information or changed conditions indicate the need for adaptive management changes.

e) Grantee shall restrict access to the Property in accordance with the HMP, but shall allow access to the Property, upon reasonable notice of not less than 48 hours, by USFWS, and

its designated agents, for the purpose of monitoring Grantee's compliance with, and for such other purposes as are identified in the HMP.

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

g) Grantee covenants for itself, its successors and assigns, that it shall include and otherwise make legally binding the provisions of the HMP in any deed, lease, right of entry, or other legal instrument by which Grantee divests itself of any interest in all or a portion of the Property. The covenants, conditions, restrictions and requirements of this deed and the provisions of the HMP shall run with the land. The covenants, conditions, restrictions, and requirements of this deed and the HMP benefit the lands retained by the Grantor that formerly comprised Fort Ord, as well as the public generally. Management responsibility for the Property may only be transferred as a condition of the transfer of the Property, with the consent of the USFWS. USFWS may require the establishment of a perpetual trust fund to pay for the management of the Property as a condition of transfer of management responsibility from Grantee.

h) This conveyance is made subject to the following ENFORCEMENT PROVISIONS:

i) If Grantor (or its assigns), acting through the USFWS or a successor designated agency, determines that Grantee is violating or threatens to violate the provisions of subparagraph I of this deed or the provisions of the HMP, Grantor shall provide written notice to Grantee of such violation and demand corrective action sufficient to cure the violation, and where the violation involves injury to the Property resulting from any use or activity inconsistent with the provisions of subparagraph I of this deed or the provisions of the HMP, to restore the portion of the Property so injured. If Grantee fails to cure a violation within sixty (60) days after receipt of notice thereof from Grantor, or under circumstances where the violation cannot reasonable be cured within a sixty (60)day period, or fails to continue to diligently cure such violation until finally cured, Grantor may bring an action at law or in equity in a court of competent jurisdiction to enforce the covenants, conditions, and restrictions of this deed and the provisions of the HMP, to enjoin the violation, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the covenants, conditions, and restrictions of this deed or the provisions of the HMP, or injury to any conservation value protected by this deed or the HMP, and to require the restoration of the Property to the condition that existed prior to such injury. If Grantor, in its good faith and reasonable discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the species and habitat conservation values of the Property, Grantor may pursue its remedies

under this paragraph without prior notice to Grantee or without waiting for the period provided for the cure to expire. Grantor's rights under this paragraph apply equally in the event of either actual or threatened violations of covenants, conditions, reservations and restrictions of this deed or the provisions of the HMP, and Grantee acknowledges that Grantor's remedies at law for any of said violations are inadequate and Grantor shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantor may be entitled, including specific performance of the covenants, conditions, reservations and restrictions of this deed and the provisions of the HMP.

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

iii) In addition to satisfying Army's responsibilities under Section 7 of the ESA, Grantee's compliance with the covenants, conditions, and restrictions contained in this deed and with the provisions of the HMP are intended to satisfy mitigation obligations included in any future incidental take permit issued by USFWS pursuant to Section 10(a)(1)(B) of the Endangered Species Act which authorizes the incidental take of a target HMP species on the Property. Grantee acknowledges that neither this deed nor the HMP authorizes the incidental take of any species listed under the ESA. Authorization to incidentally take any target HMP wildlife species must be obtained by Grantee separately, or through participation in a broader habitat conservation plan and Section 10(a)(1)(B) permit based on the HMP and approved by USFWS.

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

The Monterey Airport and the former Fritzsche Airfield, now known as the Marina Municipal Airport, are in close proximity to the Property. Accordingly, in coordination with the Federal Aviation Administration, the Grantee covenants and agrees, on behalf of it, its successors and assigns and every successor in interest to the Property herein described, or any part thereof, that, when applicable, there will be no construction or alteration unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with

Title 14, Code of Federal Regulations, Part 77, entitled, Objects Affecting Navigable Airspace, or under the authority of the Federal Aviation Act of 1968, as amended.

**IX. ENFORCEMENT AND NOTICE REQUIREMENT**

A. The provisions of this Deed benefit the governments of the United States of America, the State of California, acting on behalf of the public in general, and the lands retained by the Grantor and, therefore, are enforceable, by the United States, the State of California, and by the Grantee, and its successors and assigns. Enforcement of this Deed shall be at the discretion of the parties entitled to enforcement hereof, and any forbearance, delay or omission to exercise their rights under this Deed in the event of a breach of any term of this Deed, shall not be deemed to be a waiver by any such party of such term or of any subsequent breach of the same or any other terms, or of any of the rights of said parties under this Deed. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. The enforcement rights set forth in this Deed against the Grantee, or its successors and assigns, shall only apply with respect to the Property conveyed herein and held by such Grantee, its successors or assigns, and only with respect to matters occurring during the period of time such Grantee, its successors or assigns, owned or occupied such Property or any portion thereof.

B. The obligations imposed in this section upon the successors or assigns of Grantee shall only extend to the Property conveyed to any such successor or assign.

**X. OTHER CONDITIONS**

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

**XI. NOTICE OF NON-DISCRIMINATION**

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

**XII. ANTI-DEFICIENCY ACT STATEMENT**

The Grantor's obligation to pay or reimburse any money under this Deed is subject to the availability of funds appropriated for this purpose to the Department of the Army, and nothing in this Deed shall be interpreted to require obligations or payments by the Grantor in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

### **XIII. GENERAL PROVISIONS**

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

**B. NO FORFEITURE.** Nothing contained herein will result in a forfeiture or reversion of title in any respect.

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

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

### **XIV. THE CONDITIONS, RESTRICTIONS, AND COVENANTS**

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

### **XV. LIST OF EXHIBITS**

The following listed Exhibits are made a part of this Deed:

- Exhibit A: Legal Description and Records of Survey for the Property
- Exhibit B: List of Buildings



**QUITCLAIM DEED DACA05-9-05-575**

Exhibit C: Amendment #1 to the Finding of Suitability to Transfer (FOST), dated  
October 2005  
Exhibit D: Finding of Suitability for Transfer (FOST), dated August 2005  
Exhibit E: Hazardous Substance, Storage, Release and Disposal  
Exhibit F: Environmental Condition of Property

**{Signature Pages Follow}**



ACCEPTANCE:

**In Testimony Whereof** witness the signature of the Fort Ord Reuse Authority this 13th day of June, 2006 and hereby accepts and approves this Quitclaim Deed for itself, its successors and assigns, and agrees to all the conditions, reservations, restrictions, and terms contained therein.

**FORT ORD REUSE AUTHORITY**

BY:

Michael A. Houlemard, Jr.  
**MICHAEL A. HOULEMARD, JR.**

Executive Officer

DISTRICT OF COLUMBIA

On June 13, 2006 before me, Regan E. Franklin, personally appeared Michael A. Houlemard, Jr. personally know to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the Instrument.

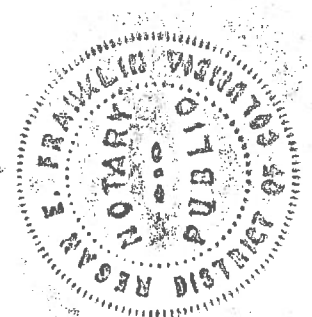
WITNESS my hand and seal.

Signature

Regan E. Franklin

REGAN E. FRANKLIN  
District of Columbia  
My Commission Expires  
January 14, 2011

(Seal)



EDC Parcel E11a  
FOST 9  
Fort Ord Military Reservation  
Monterey County, California

### Legal Description

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

BEGINNING at an angle point in the boundary of Parcel 1 "Monterey County IV" as it is shown on that certain map recorded in Volume 23 of Surveys at Page 104 said point also being a point on the southerly boundary line of Parcel 2 as it is shown on that certain map recorded in Volume 20 of Surveys at Page 110 said point also being the most easterly corner of Parcel 4 as it is shown on that certain map recorded in Volume 19 of Surveys at Page 20; thence from said Point of Beginning along the boundary of said Parcel 2

1. South 57° 45' 52" East for a distance of 2143.90 feet to a point on a line; thence leaving said boundary of said Parcel 2
2. South 37° 01' 04" West for a distance of 212.75 feet to a point on a line; thence
3. South 21° 17' 45" West for a distance of 147.31 feet to a point on a line; thence
4. South 11° 24' 03" West for a distance of 58.58 feet to a point on a line; thence
5. South 03° 12' 18" East for a distance of 46.15 feet to a point on a line; thence
6. South 16° 35' 14" East for a distance of 23.95 feet to a point on a line; thence
7. South 01° 51' 54" East for a distance of 81.84 feet to a point on a line; thence
8. South 16° 13' 21" West for a distance of 227.30 feet to a point on a line; thence
9. South 29° 24' 14" West for a distance of 135.45 feet to a point on a line; thence
10. South 37° 36' 19" West for a distance of 190.92 feet to a point on a line; thence
11. South 25° 38' 28" West for a distance of 117.86 feet to a point on a line; thence

EXHIBIT

A

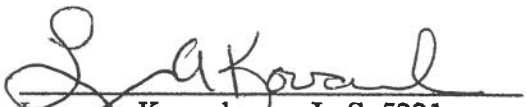
12. South  $16^{\circ} 41' 18''$  West for a distance of 254.21 feet to a point on a line; thence
13. South  $13^{\circ} 41' 41''$  West for a distance of 111.93 feet to a point on a line; thence
14. South  $46^{\circ} 49' 26''$  West for a distance of 22.00 feet to a point on the northerly line of Parcel 10 as it is shown on that certain map recorded in Volume 20 of Surveys at Page 110; thence along said northerly boundary line of said Parcel 10
15. North  $85^{\circ} 01' 10''$  West for a distance of 818.81 feet to the beginning of a curve; thence continuing along said northerly boundary line of said Parcel 10
16. Along a curve to the left through an angle of  $03^{\circ} 17' 20''$ , having a radius of 6864.00 feet, for a length of 394.01 feet and whose long chord bears North  $86^{\circ} 39' 50''$  West for a distance of 393.95 feet to a point of intersection with a tangent line; thence continuing along said northerly boundary line of said Parcel 10
17. North  $88^{\circ} 18' 30''$  West for a distance of 2351.06 feet to the beginning of a curve; thence continuing along said northerly boundary line of said Parcel 10
18. Along a curve to the left through an angle of  $02^{\circ} 48' 30''$ , having a radius of 5000.00 feet, for a length of 245.07 feet and whose long chord bears North  $89^{\circ} 42' 45''$  West for a distance of 245.05 feet to a point of intersection with a tangent line; thence continuing along said northerly boundary line of said Parcel 10
19. South  $88^{\circ} 53' 00''$  West for a distance of 40.29 feet, more or less, to the most northerly corner of said Parcel 10 being also a point on the westerly boundary line of said Parcel 1; thence along the westerly boundary of said Parcel 1
20. North  $21^{\circ} 23' 00''$  East for a distance of 423.87 feet to a point on a line; thence continuing along the westerly boundary of said Parcel 1
21. North  $72^{\circ} 15' 00''$  East for a distance of 1070.52 feet to a point on a line; thence continuing along the westerly boundary of said Parcel 1
22. North  $19^{\circ} 40' 00''$  East for a distance of 311.80 feet to a point on a line; thence continuing along the westerly boundary of said Parcel 1
23. North  $30^{\circ} 00' 00''$  West for a distance of 1214.00 feet to a point on a line; thence continuing along the westerly boundary of said Parcel 1

EDC Parcel E11a  
FOST 9  
Fort Ord Military Reservation  
Monterey County, California

24. South  $57^{\circ} 45' 52''$  East for a distance of 1443.90 feet to a point on a line; thence continuing along the westerly boundary of said Parcel 1
25. North  $32^{\circ} 14' 08''$  East a distance of 1371.72 feet, more or less, to the POINT OF BEGINNING.

Containing an area of 148.388 acres, more or less.

This legal description was prepared by

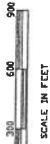
  
Lynn A. Kovach L. S. 5321  
My license expires December 31, 2005



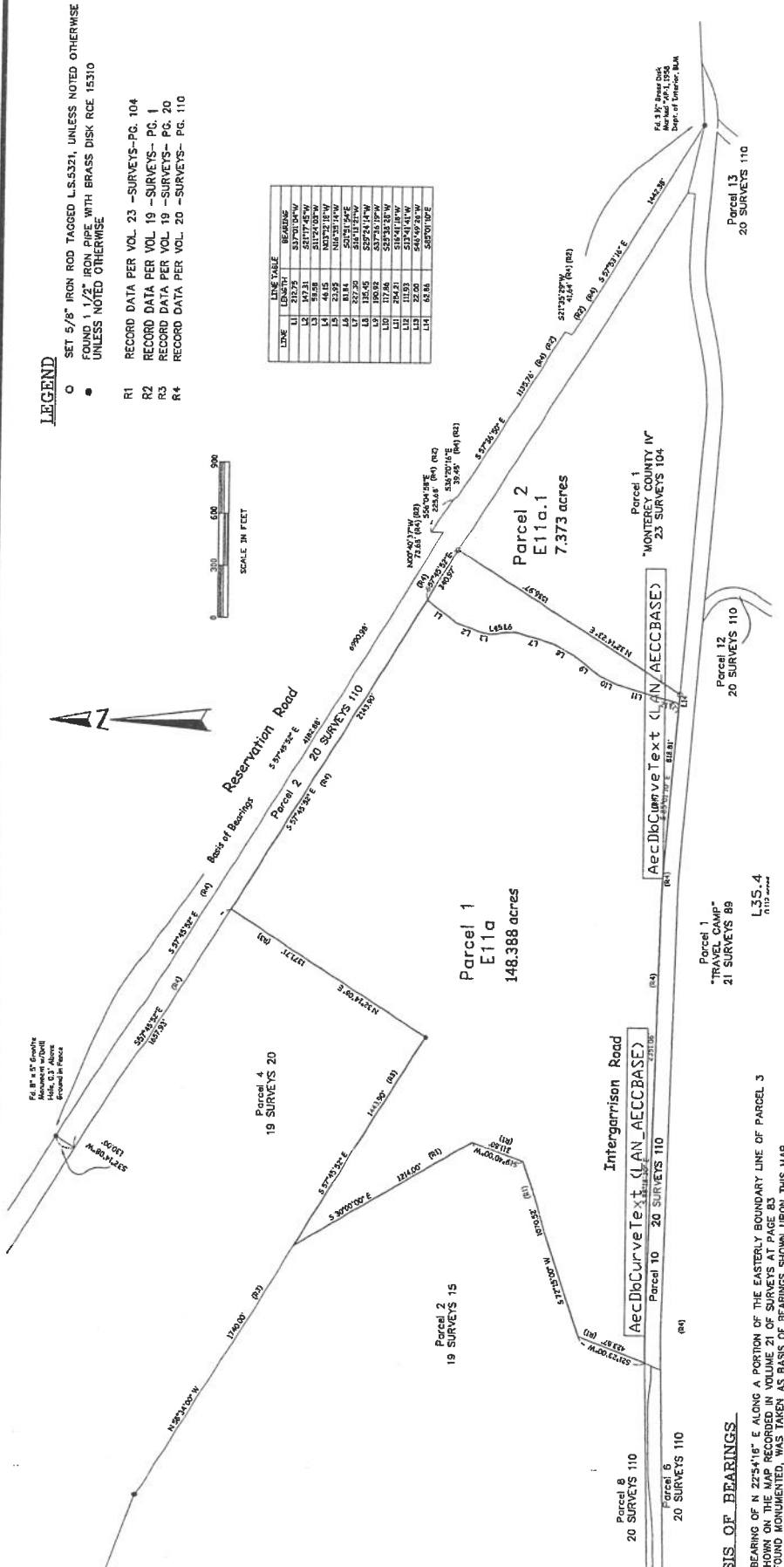
# LEGEND

○ SET 5/8" IRON ROD TAGGED L.S.5321, UNLESS NOTED OTHERWISE  
 FOUND 1 1/2" IRON PIPE WITH BRASS DISK RCE 15310  
 UNLESS NOTED OTHERWISE

- R1 RECORD DATA PER VOL. 23 - SURVEYS-PG. 104
- R2 RECORD DATA PER VOL. 19 - SURVEYS-PG. 1
- R3 RECORD DATA PER VOL. 19 - SURVEYS-PG. 20
- R4 RECORD DATA PER VOL. 20 - SURVEYS-PG. 110



LINE	LENGTH	BEARING
L1	215.75	S37°01'34"W
L2	115.12	S10°00'00"E
L3	59.58	S11°24'30"W
L4	46.15	N37°22'18"W
L5	115.12	S10°00'00"E
L6	59.58	S11°24'30"W
L7	227.20	S14°11'27"W
L8	135.45	S59°24'14"W
L9	115.12	S10°00'00"E
L10	117.86	S58°33'35"W
L11	254.21	S16°41'18"W
L12	111.93	S17°41'41"W
L13	115.12	S10°00'00"E
L14	45.84	S49°01'07"E



## BASIS OF BEARINGS

THE BEARING OF N 27°54'16" E ALONG A PORTION OF THE EASTERLY BOUNDARY LINE OF PARCEL 3 AS SHOWN ON THE MAP RECORDED IN VOLUME 21 OF SURVEYS AT PAGE 83 AS FOUND MONUMENTED, WAS TAKEN AS BASIS OF BEARINGS SHOWN UPON THIS MAP.

## NOTE

DISTANCES ARE EXPRESSED IN FEET AND DECIMALS THEREOF.

## SURVEYOR'S STATEMENT

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYORS' ACT AT THE REQUEST OF FORA, IN MAY, 2005.

DATED \_\_\_\_\_ BY LYNN A. KOVACH  
 L.S. 5321  
 MY REGISTRATION EXPIRES  
 DECEMBER 31, 2005

## COUNTY SURVEYOR'S STATEMENT

THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8786 OF THE PROFESSIONAL LAND SURVEYORS' ACT THIS DAY OF \_\_\_\_\_, 2005.

RON LUNDQUIST  
 COUNTY SURVEYOR  
 BY JERRY COMES  
 DEPUTY COUNTY SURVEYOR

## COUNTY RECORDER'S STATEMENT

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2005  
 AT \_\_\_\_\_ IN VOLUME \_\_\_\_\_ OF  
 LYNN A. KOVACH, AT THE REQUEST OF

COUNTY RECORDER  
 SERIAL NO. \_\_\_\_\_  
 BY \_\_\_\_\_ DEPUTY  
 FEE: \$ \_\_\_\_\_

## RECORD OF SURVEY

OF  
 A PORTION OF "MONTEREY COUNTY IV-A"  
 AS SHOWN ON VOL. 23 OF SURVEYS AT PAGE 104,  
 BEING ALSO WITHIN FORT ORD MILITARY RESERVATION  
 AS SHOWN ON VOL. 19 OF SURVEYS AT PAGE 1,  
 BEING ALSO WITHIN MONTEREY CITY LANDS TRACT NO. 1  
 MONTEREY COUNTY, CALIFORNIA

PREPARED FOR: FORT ORD REUSE AUTHORITY  
 SURVEYED BY: POLARIS CONSULTING  
 P. O. BOX 1378  
 CARMEL VALLEY, CA 93924  
 831-659-9564

SCALE: 1" = 400' VIEW: ROS DATE: JUNE 16, 2005  
 FILE NAME: MOCO LSW6 SHEET ONE OF ONE

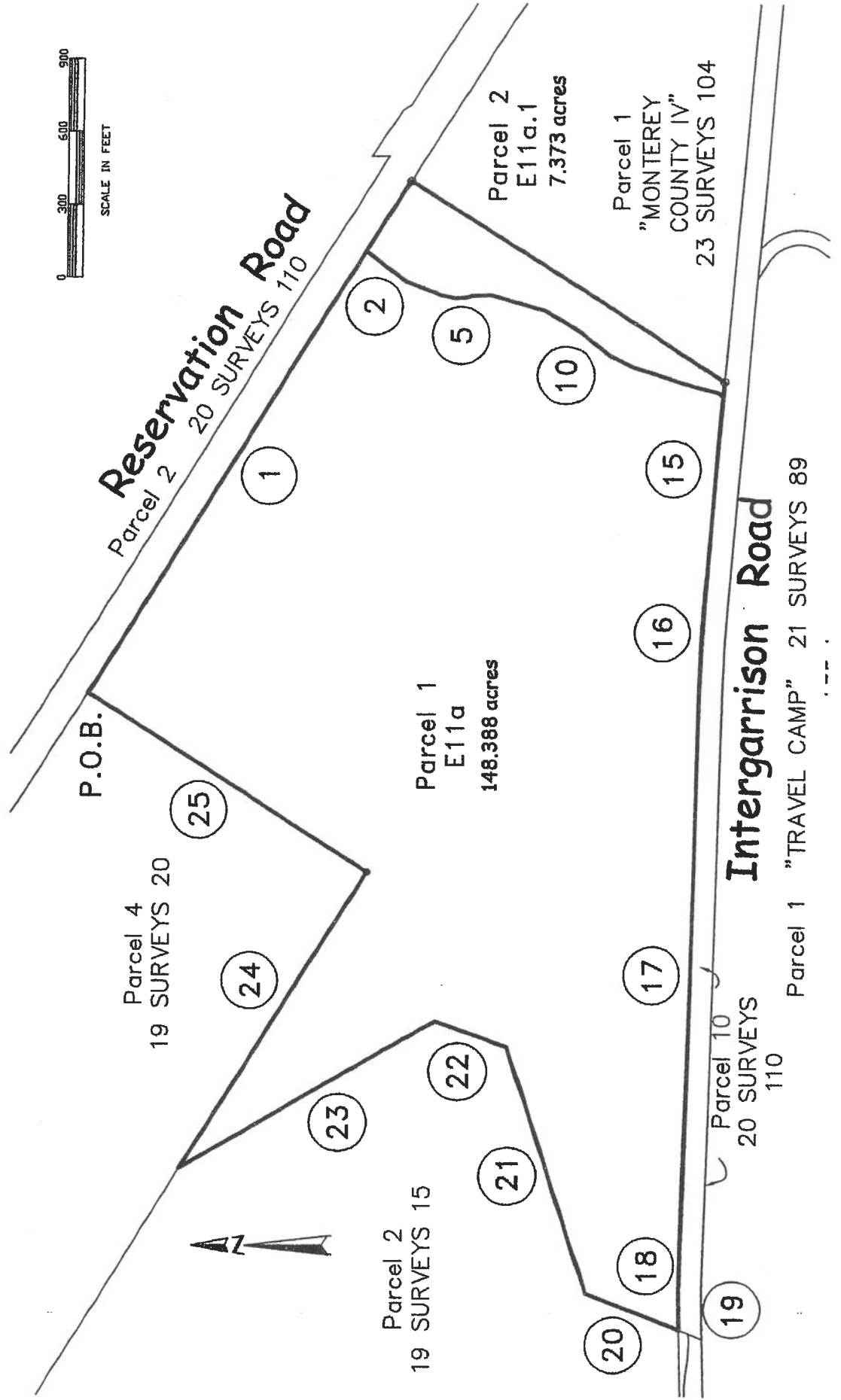
EXHIBIT I

of

PARCEL E11a Monterey County  
Fort Ord FOST 9 EDC

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

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





EDC Parcel E11b.6.2  
FOST 9  
Fort Ord Military Reservation  
Monterey County, California

#### Legal Description

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

BEGINNING at the northeast corner of said Parcel A, being also a point on the west boundary of said Parcel B, being also an angle point in the easterly boundary of Parcel 1, "Travel Camp," as it is shown on that certain map recorded in Volume 21 of Surveys at Page 89, thence from said Point of Beginning, along the easterly boundary of said Parcel A

1. South  $08^{\circ} 35' 14''$  East for a distance of 17.16 feet; thence leaving said easterly boundary of Parcel A
2. North  $81^{\circ} 18' 04''$  East for a distance of 139.28 feet; thence
3. South  $03^{\circ} 11' 45''$  East for a distance of 1482.33 feet to the southeasterly corner of said Parcel A; thence following along the boundary of said Parcel A
4. South  $39^{\circ} 51' 25''$  West for a distance of 9.31 feet; thence
5. North  $56^{\circ} 41' 21''$  West for a distance of 142.96 feet; thence
6. North  $27^{\circ} 16' 21''$  West for a distance of 682.72 feet; thence
7. North  $64^{\circ} 50' 13''$  West for a distance of 1229.50 feet to the southerly boundary of said Parcel 1 "Travel Camp"; thence easterly along the southerly boundary of said "Travel Camp"
8. South  $79^{\circ} 42' 00''$  East for a distance of 352.05 feet; thence

EDC Parcel E11b.6.2  
POST 9  
Fort Ord Military Reservation  
Monterey County, California

9. North 78° 38' 00" East for a distance of 196.90 feet; thence
10. North 70° 50' 00" East for a distance of 240.00 feet; thence
11. North 64° 18' 00" East for a distance of 351.80 feet; thence
12. North 74° 33' 00" East a distance of 254.30 feet to the POINT OF BEGINNING.

Containing an area of 17.918 acres, more or less.

This legal description was prepared by

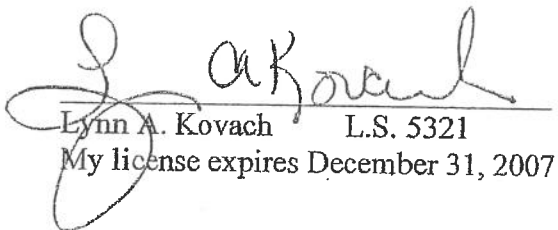
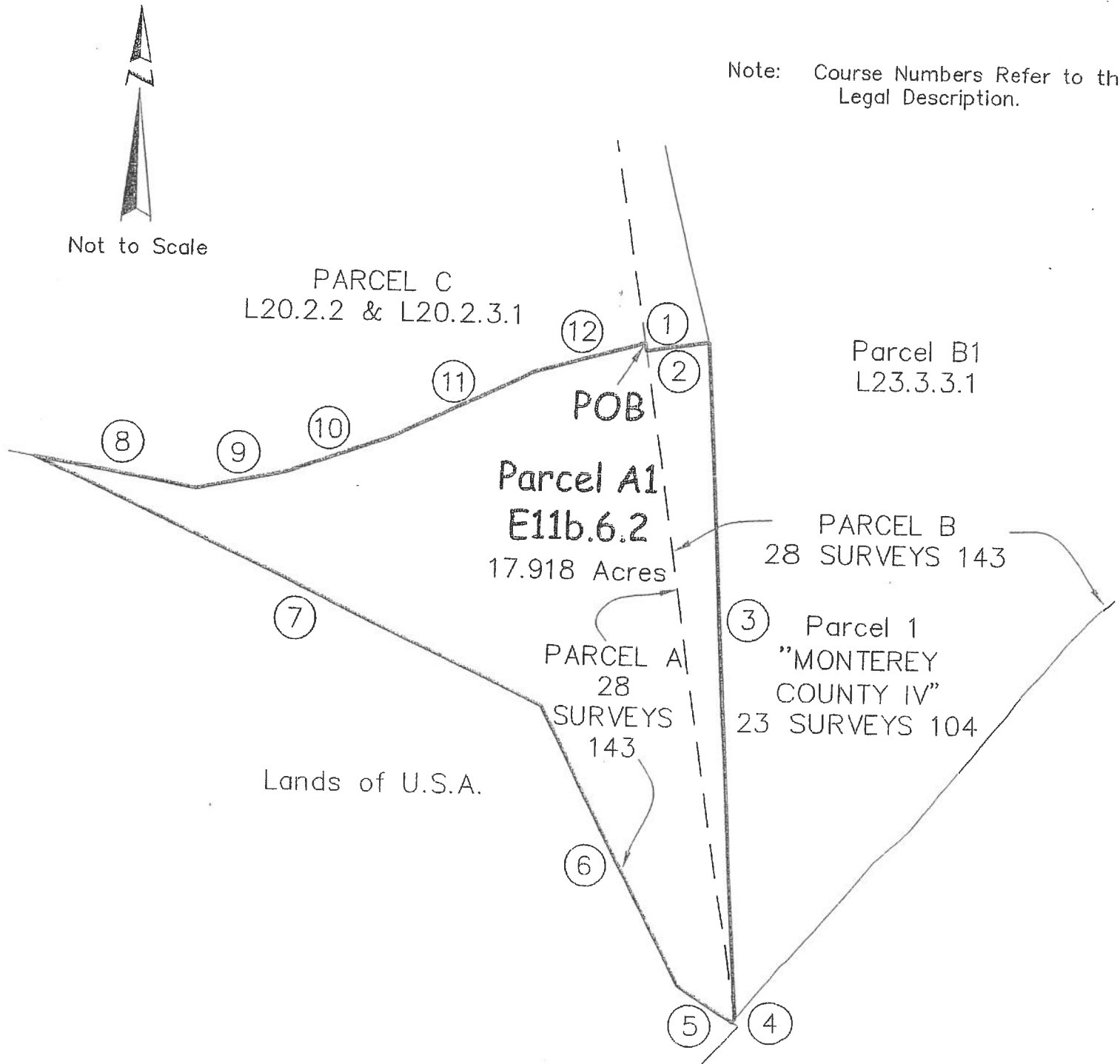
  
Lynn A. Kovach L.S. 5321  
My license expires December 31, 2007



EXHIBIT  
of  
EDC Parcel E11b.6.2  
Being Parcel A and  
a Portion of Parcel B as shown on Vol. 28 of Surveys at Page 143  
Monterey County Jurisdiction  
Fort Ord FOST 9  
Lying within the Fort Ord Military Reservation  
as shown on Vol. 19 of Surveys at Page 1  
Being also within Monterey City Lands Tract No. 1  
Monterey County, California

Note: Course Numbers Refer to the  
Legal Description.



EDC Parcel E4.6.2  
FOST 9  
Fort Ord Military Reservation  
Monterey County, California

Legal Description of E4.6.2

SITUATE in a portion of the former Fort Ord Military Reservation as it is shown on that certain map recorded in Volume 19 of Surveys at Page 1, Official Records of Monterey County, being within Monterey City Lands Tract No. 1, the City of Marina, County of Monterey, State of California; being a portion of Parcel 1 as it is shown on that certain map recorded in Volume 20 of Surveys at Page 110 more particularly described as follows:

BEGINNING at the most northwesterly angle point in the boundary of Parcel 1 as it is shown on that certain map entitled "Monterey County V" recorded in Volume 23 of Surveys at Page 94 said point also being a corner common to Parcel 1 as it is shown on that certain map recorded in Volume 20 of Surveys at Page 110 and to Parcel 4 as it is shown on that certain map recorded in Volume 27 of Surveys at Page 17; thence from said Point of Beginning along the boundary of said Parcel 1 as shown on Volume 20 of Surveys at Page 110

1. North 02° 15' 00" East for a distance of 185.36 feet to an angle point on said line; thence continuing along the southerly boundary of said Parcel 1
2. South 72° 22' 46" West for a distance of 114.33 feet to a point on a line; thence leaving said southerly boundary of said Parcel 1
3. North 02° 27' 15" East for a distance of 70.22 feet to a point; thence
4. North 80° 31' 38" East for a distance of 1359.54 feet to a point; thence
5. North 75° 41' 40" East for a distance of 2580.00 feet to a point; thence
6. North 72° 07' 42" East for a distance of 313.63 feet to a point; thence
7. North 65° 45' 47" East for a distance of 143.11 feet to a point; thence
8. North 65° 24' 44" East for a distance of 90.73 feet to a point; thence
9. North 60° 41' 32" East for a distance of 186.93 feet to a point; thence
10. North 57° 01' 56" East for a distance of 192.50 feet to a point; thence

EDC Parcel E4.6.2  
FOST 9  
Fort Ord Military Reservation  
Monterey County, California

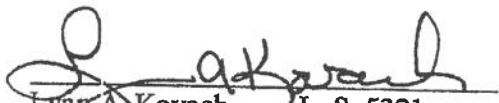
11. North 48° 22' 38" East for a distance of 111.03 feet to a point; thence
12. North 49° 23' 55" East for a distance of 608.49 feet to a point; thence
13. North 49° 06' 04" East for a distance of 140.90 feet to a point; thence
14. South 47° 16' 43" East for a distance of 69.00 feet to a point on the southerly boundary line of said Parcel 1 as shown on Volume 20 of Surveys at Page 110; thence continuing along the southerly boundary of said Parcel 1
15. South 50° 00' 00" West for a distance of 741.41 feet to the beginning of a curve; thence continuing along the southerly boundary of said Parcel 1
16. Along a curve to the right through an angle of 11° 00' 00", having a radius of 2500.00 feet, for an arc length of 479.97 feet and whose long chord bears South 55° 30' 00" West for a distance of 479.23 feet to a point of intersection with a tangent line; thence continuing along the southerly boundary of said Parcel 1
17. South 61° 00' 00" West for a distance of 108.24 feet to an angle point on said boundary line; thence continuing along the southerly boundary of said Parcel 1
18. South 33° 30' 00" East for a distance of 15.33 feet to the most northeasterly corner of said Parcel 1 "Monterey County V"; thence continuing along the common boundary of said Parcel 1 as shown on Volume 20 of Surveys at Page 110 and said Parcel 1 "Monterey County V"
19. South 61° 00' 00" West for a distance of 25.80 feet to the beginning of a curve; thence continuing along the common boundary of said Parcel 1 as shown on Volume 20 of Surveys at Page 110 and said Parcel 1 "Monterey County V"
20. Along a curve to the right through an angle of 15° 00' 00", having a radius of 1615.29 feet, for an arc length of 422.88 feet and whose long chord bears South 68° 29' 60" West for a distance of 421.68 feet to a point of intersection with a tangent line; thence continuing along the common boundary of said Parcel 1 as shown on Volume 20 of Surveys at Page 110 and said Parcel 1 "Monterey County V"
21. South 76° 00' 00" West for a distance of 171.50 feet to a point on said boundary line; thence continuing along the common boundary of said Parcel 1 as shown on Volume 20 of Surveys at Page 110 and said Parcel 1 "Monterey County V"

EDC Parcel E4.6.2  
POST 9  
Fort Ord Military Reservation  
Monterey County, California

22. South 03° 30' 00" West for a distance of 55.27 feet to a point on said boundary line;  
thence continuing along the common boundary of said Parcel 1 as shown on Volume 20  
of Surveys at Page 110 and said Parcel 1 "Monterey County V"
23. South 76° 00' 00" West a distance of 3758.36 feet to the POINT OF BEGINNING.

Containing an area of 16.416 acres, more or less.

This legal description was prepared by

  
Lynn A. Kovach L. S. 5321  
My license expires December 31, 2005



# EXHIBIT

of

PARCEL E4.6.2 Monterey County Jurisdiction

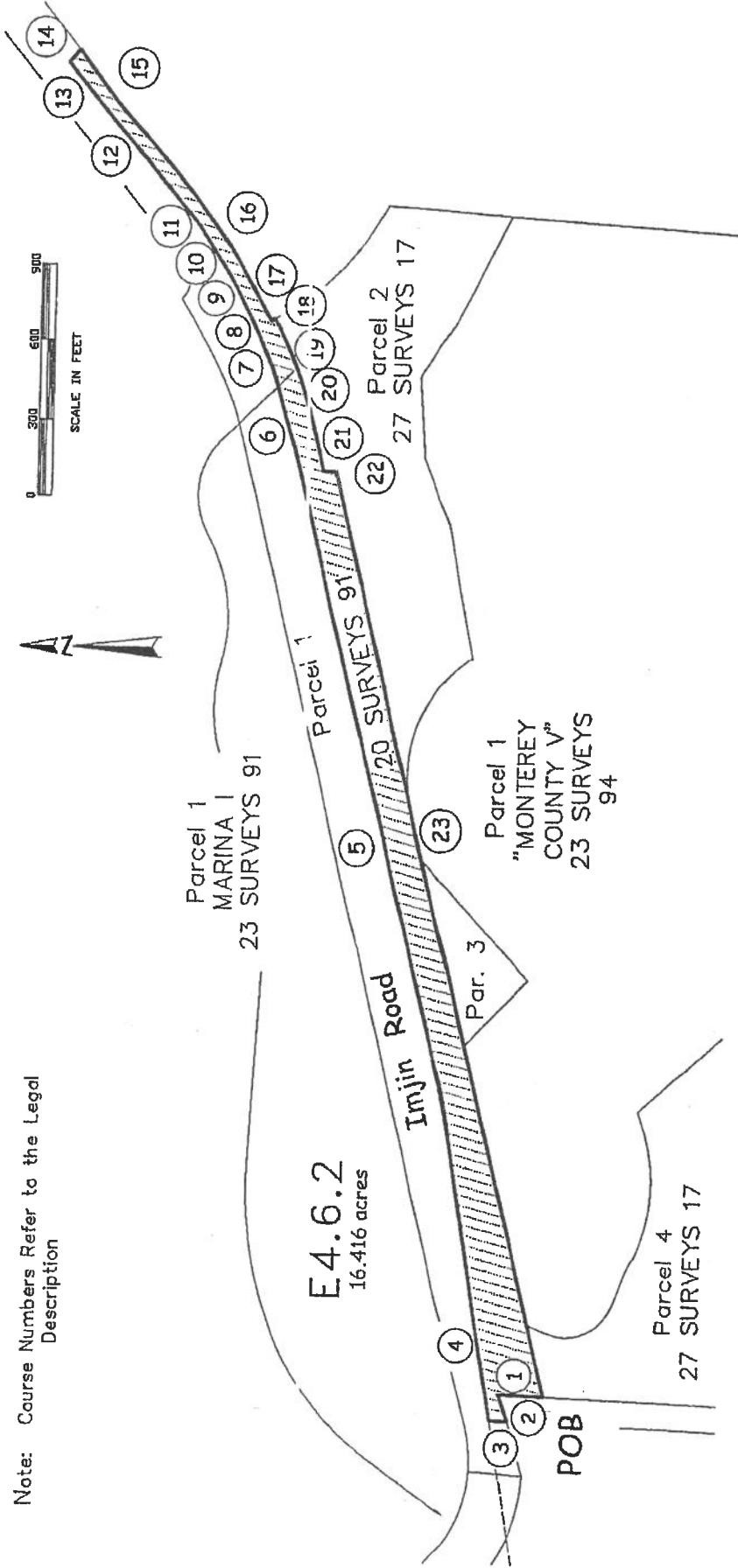
Fort Ord

FOST 9 EDC

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

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

Note: Course Numbers Refer to the Legal  
Description



EDC Parcel E8a.1.1.2  
FOST 8  
Fort Ord Military Reservation  
Monterey County, California

### Legal Description

SITUATE in a portion of the former Fort Ord Military Reservation as it is shown on that certain map recorded in Volume 19 of Surveys at Page 1, Official Records of Monterey County, being within Monterey City Lands Tract No. 1, the City of Marina, County of Monterey, State of California; being a portion of Parcel 1 "Monterey County V" as it is shown on that certain map recorded in Volume 23 of Surveys at Page 94 more particularly described as follows:

BEGINNING at the most southwesterly angle point in the boundary of Parcel 1 "Monterey County V" as it is shown on that certain map recorded in Volume 23 of Surveys at Page 94 said point also being a corner common to Parcel 7 as it is shown on that certain map recorded in Volume 20 of Surveys at Page 110; thence from said Point of Beginning along the boundary of said Parcel 1

1. North 02° 15' 00" East for a distance of 298.94 feet to a point on said boundary line; thence leaving said boundary line
2. North 29° 59' 46" East for a distance of 569.15 feet to a point on a line; thence
3. North 41° 30' 22" East for a distance of 950.00 feet to a point on a line; thence
4. South 63° 14' 51" East for a distance of 1259.83 feet to a point on a line; thence
5. South 19° 07' 36" West for a distance of 222.73 feet to a point on a line; thence
6. South 63° 09' 22" East for a distance of 586.18 feet to a point on a line; thence
7. South 72° 20' 58" East for a distance of 447.16 feet to a point on a line; thence
8. North 84° 32' 46" East for a distance of 272.34 feet to a point on a line; thence
9. North 62° 32' 25" East for a distance of 181.87 feet to a point on a line; thence
10. North 02° 47' 28" East for a distance of 181.67 feet to a point on a line; thence
11. South 89° 54' 39" East for a distance of 168.60 feet to a point on a line; thence
12. South 82° 26' 59" East for a distance of 1085.23 feet, more or less, to a point on the easterly boundary line of said Parcel 1 "Monterey County V"; thence along said boundary line

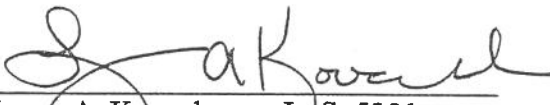


EDC Parcel E8a.1.1.2  
FOST 8  
Fort Ord Military Reservation  
Monterey County, California

13. South  $03^{\circ} 30' 00''$  West for a distance of 489.81 feet to an angle point in said boundary line being a corner common to said Parcel 7; thence along the common boundary line of said Parcel 7 and said Parcel 1
14. South  $88^{\circ} 35' 00''$  West for a distance of 2513.41 feet to the beginning of a tangent curve; thence along said common boundary line of said Parcel 7 and said Parcel 1
15. Along a curve to the right through an angle of  $03^{\circ} 40' 00''$ , having a radius of 1906.00 feet, for an arc length of 121.98 feet and whose long chord bears North  $89^{\circ} 35' 00''$  West for a distance of 121.95 feet to a point of intersection with a tangent line; thence along said common boundary line of said Parcel 7 and said Parcel 1
16. North  $87^{\circ} 45' 00''$  West a distance of 1949.74 feet to the POINT OF BEGINNING.

Containing an area of 85.212 acres, more or less.

This legal description was prepared by

  
Lynn A. Kovach L S. 5321  
My license expires December 31, 2005



# EXHIBIT

of

PARCEL E8a.1.1.2

Monterey County Jurisdiction

Fort Ord

FOST 8 EDC

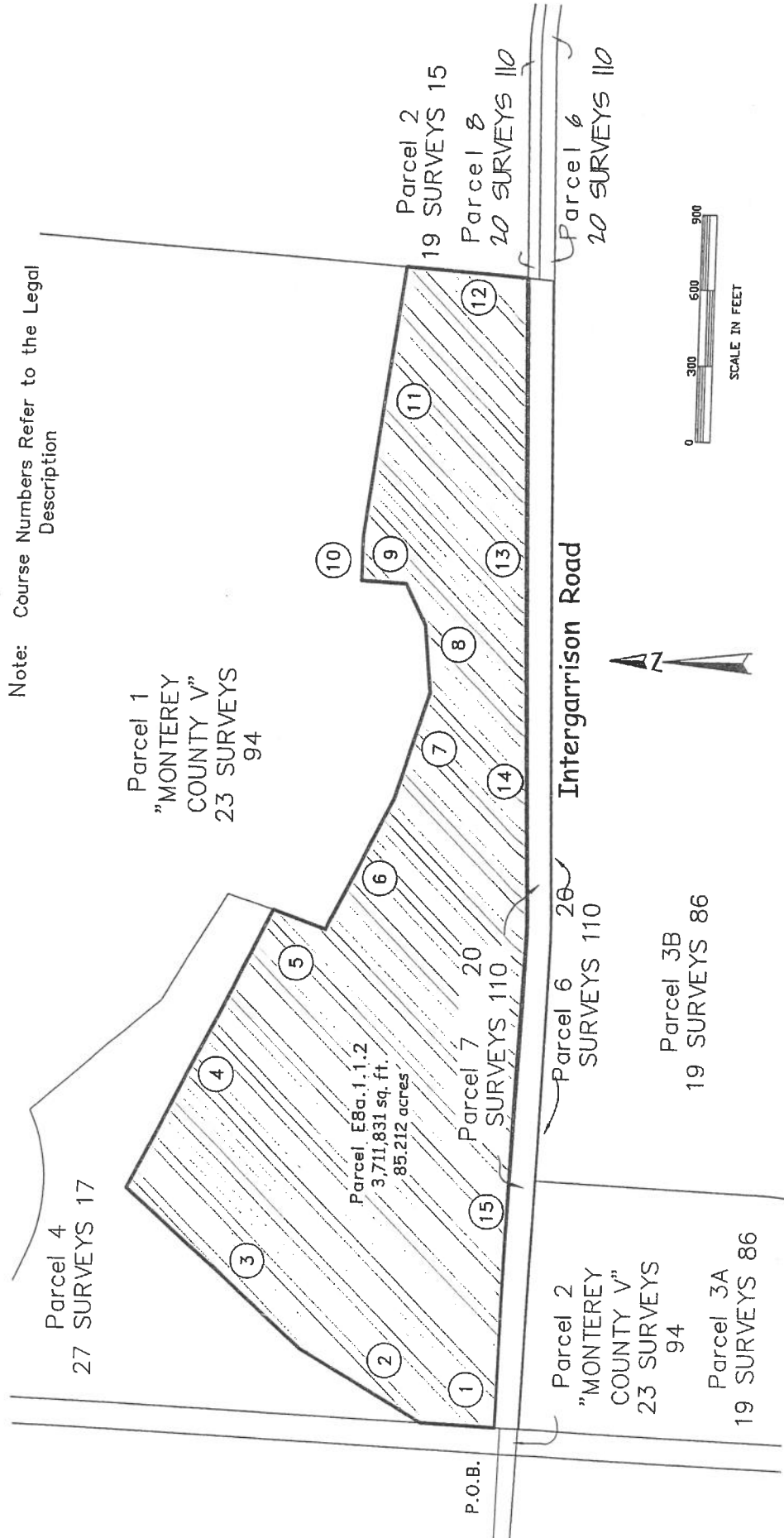
Lying within the Fort Ord Military Reservation

as shown on Vol. 19 of Surveys at Page 1

Being also within Monterey City Lands Tract No. 1

Monterey County, California

Note: Course Numbers Refer to the Legal Description



EDC Parcels L20.14.1.1 and L20.14.2  
FOST 9  
Fort Ord Military Reservation  
Monterey County, California

Legal Description of Parcels L20.14.1.1 and L20.14.2

SITUATE in a portion of the former Fort Ord Military Reservation as it is shown on that certain map recorded in Volume 19 of Surveys at Page 1, Official Records of Monterey County, being within Monterey City Lands Tract No. 1, the City of Marina, County of Monterey, State of California; being Parcel 9 and a portion of Parcel 10 as they are shown on that certain map recorded in Volume 20 of Surveys at Page 110 being more particularly described as follows:

BEGINNING at the southwesterly corner of said Parcel 9 said point also being a corner in common with Parcel 6 as it is shown on that certain map recorded in Volume 20 of Surveys at Page 110 and to Parcel 3 as it is shown on that certain map recorded in Volume 19 of Surveys at Page 15; thence from said Point of Beginning along the boundary of said Parcel 9 as it is shown on Volume 20 of Surveys at Page 110

1. North  $02^{\circ} 15' 00''$  East for a distance of 56.10 feet to the northwesterly corner of said Parcel 9; thence along the common boundary line of Parcel 8 and 9 of said map
2. North  $88^{\circ} 53' 00''$  East for a distance of 1234.03 feet to the beginning of a curve; thence
3. Along a curve to the left through an angle of  $04^{\circ} 31' 00''$ , having a radius of 1000.00 feet, for an arc distance of 78.83 feet, and whose long chord bears North  $86^{\circ} 37' 30''$  East for a distance of 78.81 feet to a point of intersection with a tangent line; thence
4. North  $84^{\circ} 22' 00''$  East for a distance of 246.60 feet to the beginning of a curve; thence
5. Along a curve to the right through an angle of  $04^{\circ} 48' 00''$ , having a radius of 750.00 feet, for an arc distance of 62.83 feet, and whose long chord bears North  $86^{\circ} 46' 00''$  East for a distance of 62.81 feet to a point of intersection with a non-tangential line; thence
6. North  $89^{\circ} 10' 00''$  East for a distance of 345.64 feet to the beginning of a tangent curve; thence
7. Along a curve to the right through an angle of  $07^{\circ} 28' 00''$ , having a radius of 750.00 feet, for an arc distance of 97.74 feet, and whose long chord bears South  $87^{\circ} 06' 00''$  East for a distance of 97.67 feet to a point of intersection with a tangent line; thence
8. South  $83^{\circ} 22' 00''$  East for a distance of 80.87 feet to the beginning of a curve; thence

EDC Parcels L20.14.1.1 and L20.14.2

FOST 9

Fort Ord Military Reservation

Monterey County, California

9. Along a curve to the left through an angle of  $07^{\circ} 45' 00''$ , having a radius of 500.00 feet, for an arc distance of 67.63 feet, and whose long chord bears South  $87^{\circ} 14' 30''$  East for a distance of 67.58 feet to a point of intersection with a tangent line; thence
10. North  $88^{\circ} 53' 00''$  East for a distance of 28.40 feet to the northeasterly corner of said Parcel 9, being also the southeasterly corner of said Parcel 8; thence
11. North  $21^{\circ} 23' 00''$  East for a distance of 41.13 feet to the northwesterly corner of said Parcel 10 being also the southeasterly corner of Parcel 2 as it is shown on that certain map recorded in Volume 19 of Surveys at Page 15; thence
12. North  $88^{\circ} 53' 00''$  East for a distance of 40.29 feet to the beginning of a curve; thence
13. Along a curve to the right through an angle of  $02^{\circ} 48' 30''$ , having a radius of 5000.00 feet, for an arc distance of 245.07 feet, and whose long chord bears South  $89^{\circ} 42' 45''$  East for a distance of 245.05 feet to a point of intersection with a tangent line; thence
14. South  $88^{\circ} 18' 30''$  East for a distance of 2351.06 feet to the beginning of a curve; thence
15. Along a curve to the right through an angle of  $03^{\circ} 17' 20''$ , having a radius of 6864.00 feet, for an arc distance of 394.01 feet, and whose long chord bears South  $86^{\circ} 39' 50''$  East for a distance of 393.95 feet to a point of intersection with a tangent line; thence
16. South  $85^{\circ} 01' 10''$  East for a distance of 881.67 feet to a point on said northerly boundary line of said Parcel 10; thence
17. South  $32^{\circ} 14' 23''$  West for a distance of 105.74 feet to a point on the southerly boundary line of Parcel 10; thence along said southerly boundary
18. North  $85^{\circ} 01' 10''$  West for a distance of 833.24 feet to the beginning of a curve; thence
19. Along a curve to the left through an angle of  $03^{\circ} 17' 20''$ , having a radius of 6770.00 feet, for an arc distance of 388.61 feet, and whose long chord bears North  $86^{\circ} 39' 50''$  West for a distance of 388.56 feet to a point of intersection with a tangent line; thence
20. North  $88^{\circ} 18' 30''$  West for a distance of 2351.06 feet to the beginning of a curve; thence
21. Along a curve to the left through an angle of  $02^{\circ} 48' 30''$ , having a radius of 4906.00 feet, for an arc distance of 240.47 feet, and whose long chord bears North  $89^{\circ} 42' 45''$  West for a distance of 240.44 feet to a point of intersection with a tangent line; thence

EDC Parcels L20.14.1.1 and L20.14.2  
FOST 9  
Fort Ord Military Reservation  
Monterey County, California

22. South  $88^{\circ} 53' 00''$  West for a distance of 79.22 feet to the southwesterly corner of said Parcel 10 being also the southeasterly corner of said Parcel 9; thence along the southerly boundary of said Parcel 9
23. South  $88^{\circ} 53' 00''$  West for a distance of 5.20 feet to an angle point in said southerly boundary; thence
24. South  $88^{\circ} 50' 07''$  West for a distance of 977.98 feet to an angle point in said southerly boundary; thence
25. South  $88^{\circ} 53' 00''$  West for a distance of 1237.32 feet to the Point of Beginning.

Containing an area of 11.649 acres, more or less.

This legal description was prepared by

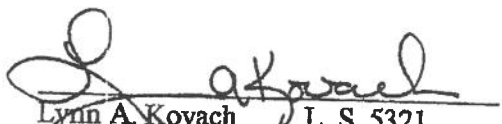
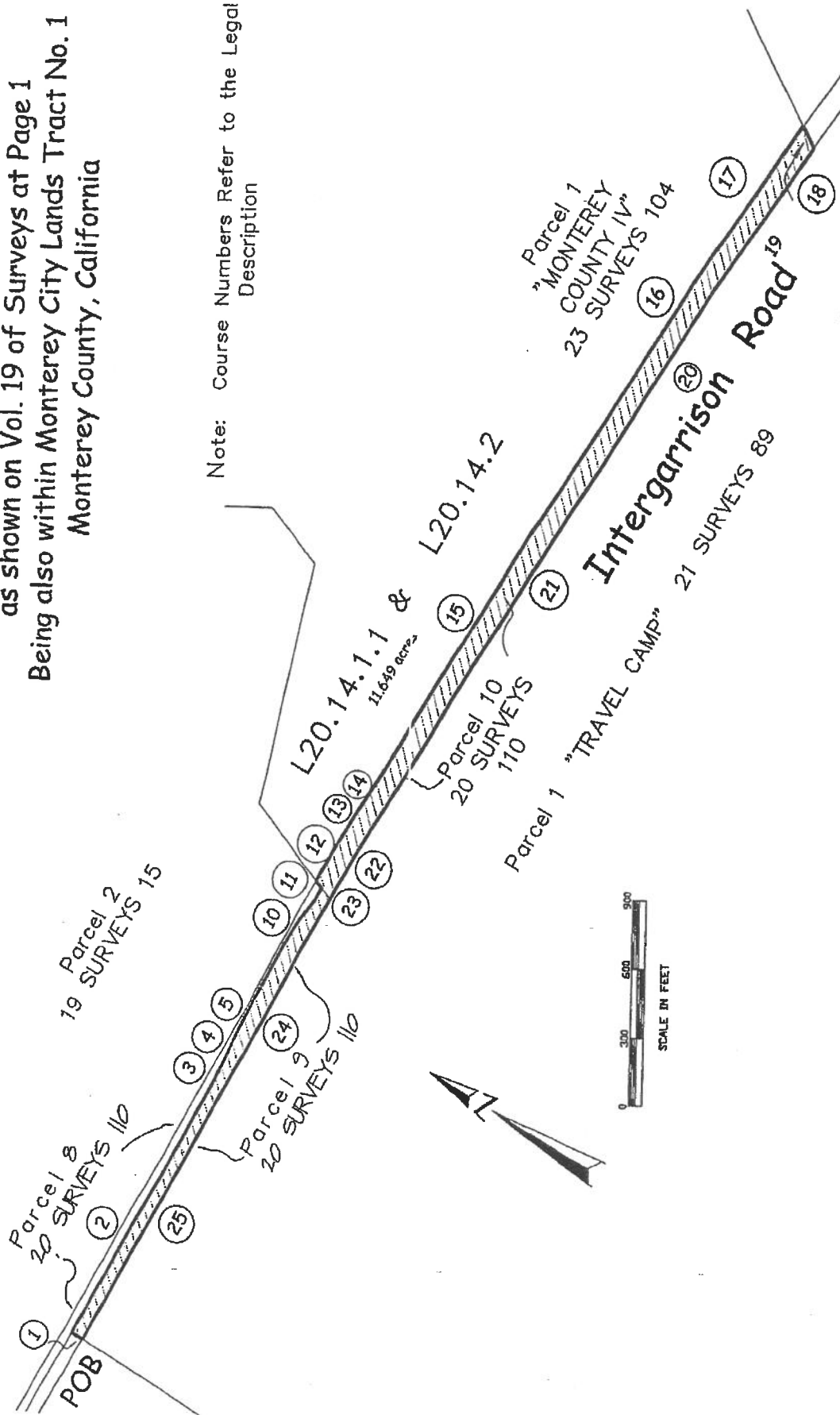
  
Lynn A. Kovach L. S. 5321  
My license expires December 31, 2005



EXHIBIT  
of  
PARCELS L20.14.1.1 & L20.14.2 Monterey County  
Fort Ord FOST 9 EDC  
Lying within the Fort Ord Military Reservation  
as shown on Vol. 19 of Surveys at Page 1  
Being also within Monterey City Lands Tract No. 1  
Monterey County, California

Note: Course Numbers Refer to the Legal  
Description



EDC Parcel L20.15  
POST 9  
Fort Ord Military Reservation  
Monterey County, California

Legal Description of Parcel L20.15

SITUATE in a portion of the former Fort Ord Military Reservation as it is shown on that certain map recorded in Volume 19 of Surveys at Page 1, Official Records of Monterey County, being within Monterey City Lands Tract No. 1, the City of Marina, County of Monterey, State of California; being the parcel identified as "Area 20.09 Acres" as it is shown on that certain map entitled "Fort Ord Balloon Railroad Spur" recorded in Volume 19 of Surveys at Page 138 more particularly described as follows:

BEGINNING at the most northeasterly point in the boundary of said "Area 20.09 Acres" parcel said point also being a point on the easterly boundary line of the Railroad Right of Way; thence from said Point of Beginning along the boundary of said "Area 20.09 Acres" parcel

1. Along a curve to the right the center of which bears South  $71^{\circ}00'07''$  West, a distance of 1859.91 feet, through an angle of  $16^{\circ}33'29''$ , having a radius of 1859.91 feet, for an arc distance of 537.50 feet, and whose long chord bears South  $10^{\circ}43'10''$  East for a distance of 535.66 feet to a point of intersection with a non-tangential line; thence
2. South  $00^{\circ}03'12''$  East for a distance of 115.25 feet to the beginning of a non-tangential curve; thence
3. Along a curve to the right, the center of which bears North  $87^{\circ}02'24''$  West for a distance of 905.04 feet, through an angle of  $56^{\circ}03'26''$ , having a radius of 905.04 feet, for an arc distance of 885.47 feet, and whose long chord bears South  $30^{\circ}59'19''$  West for a distance of 850.58 feet to a point of intersection with a non-tangential line; thence
4. South  $61^{\circ}26'04''$  West for a distance of 116.85 feet to a point on a line; thence
5. South  $62^{\circ}37'02''$  West for a distance of 140.36 feet to the beginning of a curve; thence
6. Along a curve to the left through an angle of  $07^{\circ}43'19''$ , having a radius of 2914.83 feet, for an arc distance of 392.84 feet, and whose long chord bears South  $58^{\circ}45'22''$  West for a distance of 392.54 feet to a point of intersection with a non-tangential line; thence
7. South  $54^{\circ}57'41''$  West for a distance of 44.37 feet to a point on a line; thence
8. South  $57^{\circ}44'29''$  West for a distance of 100.13 feet to a point on a line; thence
9. South  $59^{\circ}10'01''$  West for a distance of 200.56 feet to a point on a line; thence

EDC Parcel L20.15  
FOST 9  
Fort Ord Military Reservation  
Monterey County, California

10. South  $61^{\circ} 43' 17''$  West for a distance of 100.72 feet to a point on a line; thence
11. South  $54^{\circ} 18' 49''$  West for a distance of 100.01 feet to a point on a line; thence
12. South  $45^{\circ} 47' 47''$  West for a distance of 101.27 feet to a point on a line; thence
13. South  $48^{\circ} 02' 37''$  West for a distance of 100.72 feet to a point on a line; thence
14. South  $53^{\circ} 10' 08''$  West for a distance of 100.05 feet to a point on a line; thence
15. South  $54^{\circ} 53' 12''$  West for a distance of 430.32 feet to a point on a line; thence
16. North  $35^{\circ} 06' 48''$  West for a distance of 150.00 feet to a point on a line; thence
17. North  $54^{\circ} 53' 12''$  East for a distance of 1284.41 feet to the beginning of a non-tangential curve; thence
18. Along a curve to the right, the center of which bears North  $02^{\circ} 23' 35''$  West for a distance of 585.00 feet, through  $105^{\circ} 47' 41''$ , for an arc distance of 1080.18 feet, having a radius of 585.00 feet, and whose long chord bears North  $39^{\circ} 29' 44''$  West for a distance of 933.14 feet to the beginning of a curve; thence
19. Along a curve to the right through an angle of  $19^{\circ} 18' 00''$ , having a radius of 200.00 feet, for an arc distance of 67.37 feet, and whose long chord bears North  $23^{\circ} 03' 06''$  East for a distance of 67.05 feet to a point of intersection with a tangent line; thence
20. North  $32^{\circ} 42' 06''$  East for a distance of 262.98 feet to a point on a line; thence
21. North  $43^{\circ} 15' 42''$  East for a distance of 117.56 feet to the beginning of a curve; thence
22. Along a curve to the right through an angle of  $25^{\circ} 11' 37''$ , having a radius of 300.00 feet, for an arc distance of 131.91 feet, and whose long chord bears North  $55^{\circ} 51' 30''$  East for a distance of 130.85 feet to the beginning of a curve; thence
23. Along a curve to the right through  $23^{\circ} 13' 16''$ , having a radius of 750.00 feet, for an arc distance of 303.96 feet, and whose long chord bears North  $80^{\circ} 03' 57''$  East for a distance of 301.89 feet to the beginning of a curve; thence
24. Along a curve to the right through an angle of  $18^{\circ} 04' 11''$ , having a radius of 300.00 feet, for an arc distance of 94.61 feet, and whose long chord bears South  $79^{\circ} 17' 20''$  East for a distance of 94.22 feet to a point of intersection with a tangent line; thence



EDC Parcel L20.15  
FOST 9  
Fort Ord Military Reservation  
Monterey County, California

25. South  $70^{\circ} 15' 14''$  East for a distance of 230.59 feet to the beginning of a curve; thence
26. Along a curve to the left through  $53^{\circ} 17' 39''$ , having a radius of 500.00 feet, for an arc distance of 465.08 feet, and whose long chord bears North  $83^{\circ} 05' 56''$  East for a distance of 448.49 feet to the beginning of a curve; thence
27. Along a curve to the left through an angle of  $46^{\circ} 39' 04''$ , having a radius of 300.00 feet, for an arc distance of 244.26 feet, and whose long chord bears North  $33^{\circ} 07' 35''$  East for a distance of 237.57 feet to a point of intersection with a tangent line; thence
28. North  $09^{\circ} 48' 03''$  East for a distance of 197.71 feet to the POINT OF BEGINNING.

Containing an area of 41.996 acres, more or less.

Excepting therefrom the following described parcel being also the same as it is shown on said Volume 19 of Surveys at Page 138, being identified thereon as "Area 21.91 acres" being more particularly described as follows:

BEGINNING at the most northeasterly point in the boundary of said "Area 21.91 Acres" parcel said point also being a point on the easterly boundary line of the Railroad Right of Way; thence from said Point of Beginning along the boundary of said "Area 21.91 Acres" parcel

1. South  $02^{\circ} 57' 36''$  West for a distance of 142.30 feet to the beginning of a curve; thence
2. Along a curve to the right through an angle of  $38^{\circ} 49' 29''$ , having a radius of 755.04 feet, for an arc distance of 511.63 feet, and whose long chord bears South  $22^{\circ} 22' 20''$  West for a distance of 501.90 feet to a point of intersection with a non-tangential line; thence
3. South  $59^{\circ} 12' 24''$  West for a distance of 649.97 feet to the beginning of a curve; thence
4. Along a curve to the right through  $25^{\circ} 50' 52''$ , having a radius of 175.00 feet, for an arc distance of 78.95 feet, and whose long chord bears South  $72^{\circ} 07' 50''$  West for a distance of 78.28 feet to the beginning of a curve; thence
5. Along a curve to the right through  $109^{\circ} 23' 24''$ , having a radius of 525.00 feet, for an arc distance of 1002.34 feet, and whose long chord bears North  $40^{\circ} 15' 02''$  West for a distance of 856.89 feet to the beginning of a curve; thence

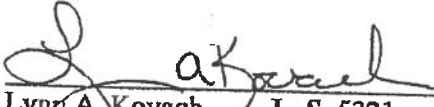
EDC Parcel L20.15  
FOST 9  
Fort Ord Military Reservation  
Monterey County, California

6. Along a curve to the right through  $34^{\circ} 33' 33''$ , having a radius of 300.00 feet, for an arc distance of 180.95 feet, and whose long chord bears North  $31^{\circ} 43' 27''$  East for a distance of 178.22 feet to the beginning of a curve; thence
7. Along a curve to the right through  $42^{\circ} 40' 22''$ , having a radius of 600.00 feet, for an arc distance of 446.87 feet, and whose long chord bears North  $70^{\circ} 20' 24''$  East for a distance of 436.61 feet to the beginning of a curve; thence
8. Along a curve to the right through an angle of  $18^{\circ} 04' 11''$ , having a radius of 150.00 feet, for an arc distance of 47.31 feet, and whose long chord bears South  $79^{\circ} 17' 20''$  East for a distance of 47.11 feet to a point of intersection with a tangent line; thence
9. South  $70^{\circ} 15' 14''$  East for a distance of 230.59 feet to the beginning of a curve; thence
10. Along a curve to the left through  $57^{\circ} 24' 05''$ , having a radius of 650.00 feet, for an arc distance of 651.20 feet, and whose long chord bears North  $81^{\circ} 02' 44''$  East for a distance of 624.30 feet to the POINT OF BEGINNING.

Containing an area of 21.913 acres, more or less.

Leaving a net area of 20.083 acres, more or less.

This legal description was prepared by

  
Lynn A. Kovach L. S. 5321  
My license expires December 31, 2005



# EXHIBIT

of

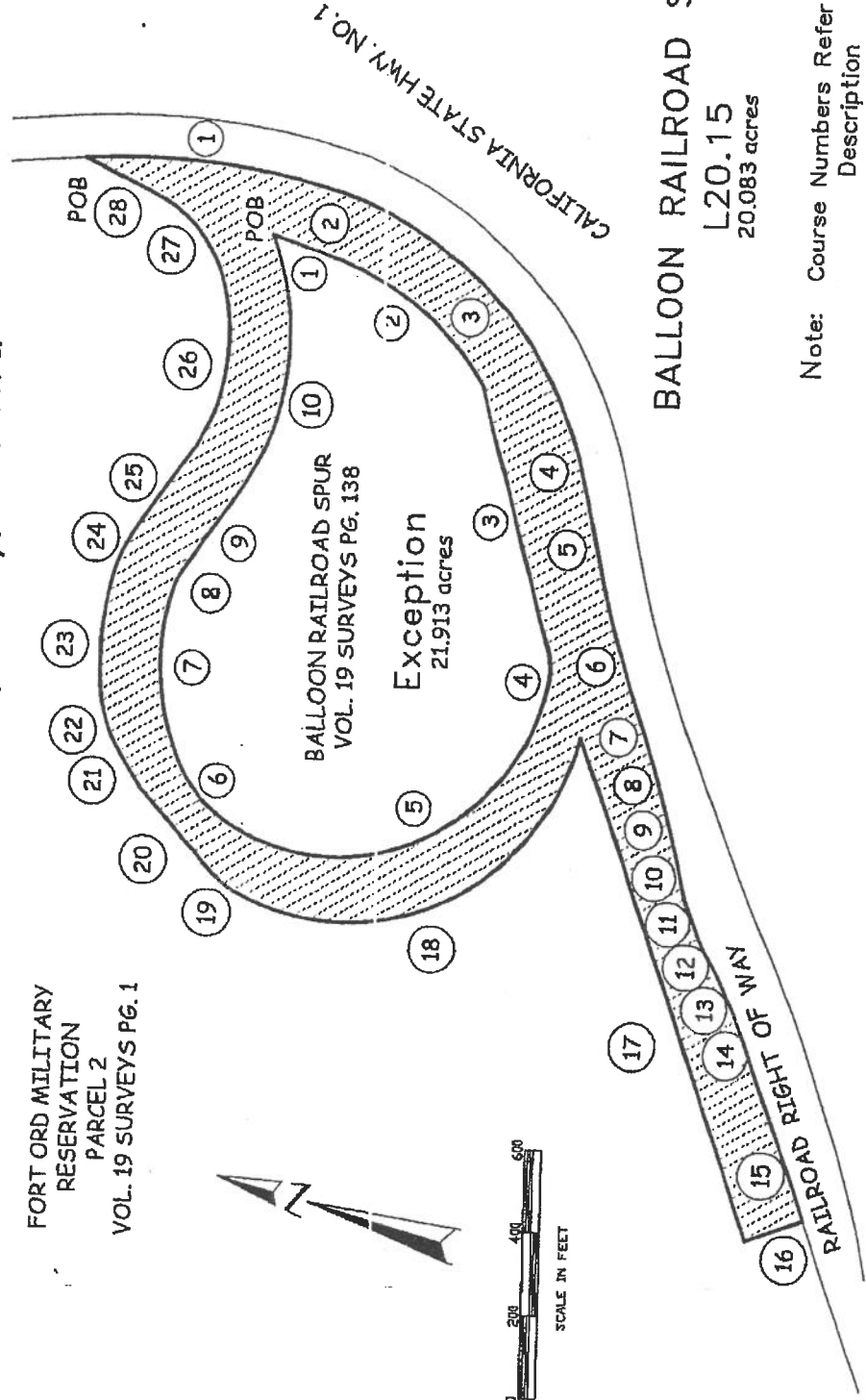
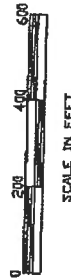
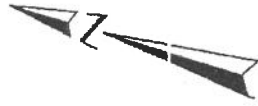
PARCEL L20.15 Monterey County

Fort Ord FOST 9 EDC

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

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

FORT ORD MILITARY  
RESERVATION  
PARCEL 2  
VOL. 19 SURVEYS PG. 1



Note: Course Numbers Refer to the Legal  
Description

EDC Parcel L20.6  
FOST 9  
Fort Ord Military Reservation  
Monterey County, California

#### Legal Description

SITUATE in a portion of the former Fort Ord Military Reservation as it is shown on that certain map recorded in Volume 19 of Surveys at Page 1, Official Records of Monterey County, being within Rancho Laguna Seca and Rancho El Chamisal, County of Monterey, State of California; being all of Parcel 2 as it is shown on that certain map recorded in Volume 19 of Surveys at Page 122; being more particularly described as follows:

BEGINNING at a point on the boundary of the former Fort Ord Military Reservation being also the most southerly corner of said Parcel 2 and a point on the northerly right of way line of Salinas-Monterey Highway (California State Highway 68) as it is shown on that certain map recorded in Volume 3 of Surveys at Page 151; thence from said Point of Beginning along the southerly boundary line of said Parcel 2 and the boundary of said former Fort Ord Military Reservation

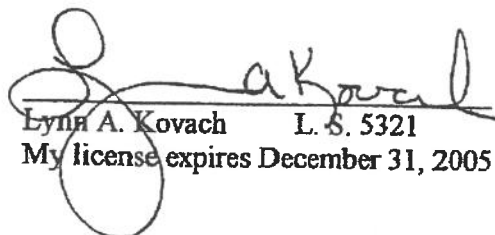
1. South 75° 41' 21" West for a distance of 825.59 feet; thence
2. South 75° 44' 35" West for a distance of 891.69 feet to the beginning of a curve; thence
3. Along a curve to the right, through an angle of 26° 36' 40", having a radius of 1960.00 feet, for an arc length of 910.32 feet, and whose long chord bears South 89° 02' 55" West for a distance of 902.16 feet to an intersection with a tangent line; thence
4. North 77° 38' 45" West for a distance of 982.40 feet to the southerly corner on the common boundary of said Parcel 2 and the Laguna Seca Recreational Area as it is shown on that certain map recorded in Volume 11 of Surveys at Page 29; thence along said common boundary
5. North 35° 09' 16" West for a distance of 216.02 feet; thence
6. North 61° 49' 13" West for a distance of 149.05 feet; thence
7. North 81° 34' 51" West for a distance of 212.61 feet; thence
8. North 73° 01' 16" West for a distance of 366.73 feet; thence
9. North 39° 29' 45" West for a distance of 380.66 feet; thence
10. North 15° 19' 19" West for a distance of 102.82 feet; thence
11. North 28° 15' 26" East for a distance of 197.08 feet; thence

EDC Parcel L20.6  
FOST 9  
Fort Ord Military Reservation  
Monterey County, California

12. North 31° 46' 26" East for a distance of 395.42 feet; thence
13. North 18° 28' 08" East for a distance of 594.50 feet; thence
14. North 30° 08' 36" East for a distance of 459.18 feet; thence
15. North 45° 09' 38" East for a distance of 223.22 feet; thence
16. South 84° 52' 16" East for a distance of 898.28 feet; thence
17. North 32° 02' 05" East for a distance of 158.78 feet; thence
18. North 24° 12' 46" East for a distance of 617.91 feet; thence
19. South 76° 55' 26" East for a distance of 993.45 feet; thence
20. South 80° 55' 43" East for a distance of 144.35 feet; thence
21. North 65° 21' 50" East for a distance of 326.81 feet; thence
22. North 86° 30' 52" East for a distance of 434.59 feet; thence leaving said common boundary
23. South 13° 40' 52" East for a distance of 2789.94 feet to the POINT OF BEGINNING.

Containing an area of 247.193 acres, more or less.

This legal description was prepared by

  
Lynn A. Kovach L. S. 5321  
My license expires December 31, 2005



**EXHIBIT**

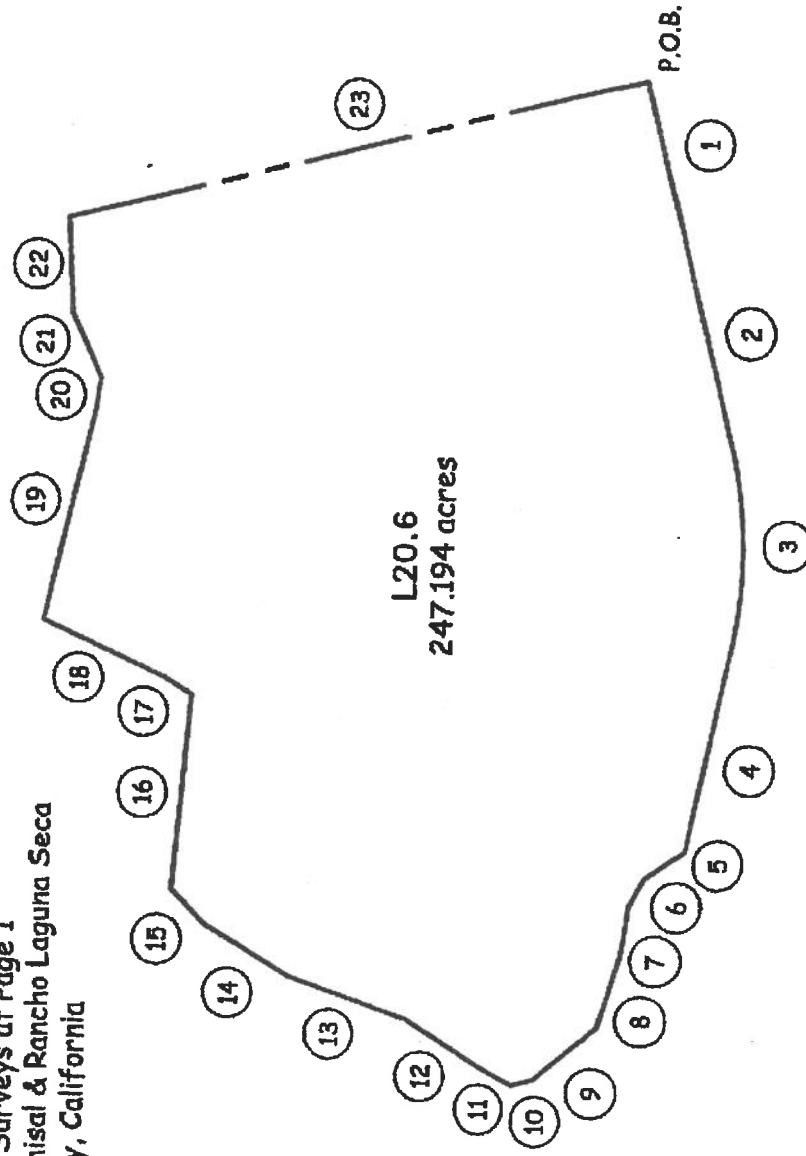
of  
L20.6 Being Parcel 2 as shown on Vol. 19 of Surveys at Page 122  
Monterey County Jurisdiction

Fort Ord

FOST 9 EDC

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

Being also within Ranch El Chamisal & Rancho Laguna Seca  
Monterey County, California



Note: Course Numbers Refer to the  
Legal Description.

### List of Buildings

Parcel Number (Acreage)	Facility Number(s)
E4.6.2 (17)	5871
	5871A
E8a.1.1.2	4A39