

MCWD L35.1 & L35.2

WHEN RECORDED MAIL TO:

MARINA COAST WATER DISTRICT
11 RESERVATION ROAD
MARINA, CA 93908

CERTIFIED COPY OF
ORIGINAL DOCUMENT
STEWART TITLE

SEP 03 2004

Time: 8:00 AM
Series # 2004093357

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 MCWD PROPERTY
FORMER FORT ORD, MONTEREY, CALIFORNIA
(Fort Ord Reuse Authority to the Marina Coast Water District)

MCWD L35.1 & L35.2

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QUITCLAIM DEED FOR MCWD PROPERTY
FORMER FORT ORD, MONTEREY, CALIFORNIA
(Fort Ord Reuse Authority to the Marina Coast Water District)

1
2 WHEN RECORDED RETURN TO:

3
4 MARINA COAST WATER DISTRICT
5 11 RESERVATION ROAD
6 MARINA, CA 93908
7
8
9

10
11
12 RECORDER STAMP

13 **QUITCLAIM DEED FOR MCWD PROPERTY**
14 **FORMER FORT ORD, MONTEREY, CALIFORNIA**
15 **(Fort Ord Reuse Authority to the Marina Coast Water District)**
16

17 THIS QUITCLAIM DEED ("Deed") is made as of the 1st day of SEPTEMBER 2004, among the
18 **FORT ORD REUSE AUTHORITY ("Grantor")**, created under Title 7.85 of the California
19 Government Code, Chapters 1 through 7, inclusive, commencing with Section 67650, *et seq.*,
20 and selected provisions of the California Redevelopment Law, including Division 24 of the
21 California Health and Safety Code, Part 1, Chapter 4.5, Article 1, commencing with Section
22 33492, *et seq.*, and Article 4, commencing with Section 33492.70, *et seq.*, and recognized as the
23 Local Redevelopment Authority for the former Fort Ord Army Base, California, by the Office of
24 Economic Adjustment on behalf of the Secretary of Defense, and the **MARINA COAST**
25 **WATER DISTRICT ("Grantee")**, a County Water District and political subdivision of the
26 State of California, organized under Division 12, sections 30000 and following, of the California
27 Water Code, in accordance with a no-cost economic development conveyance from the **UNITED**
28 **STATES OF AMERICA**, acting by and through the **SECRETARY OF THE ARMY** ("United
29 States") to the Grantor, under and pursuant to the power and authority contained in the Defense
30 Base Closure and Realignment Act of 1990, as amended (Public Law No. 101-510, hereinafter
31 "DBCRA"), and further in accordance with the *Memorandum of Agreement Between the United*
32 *States of America Acting By and Through the Secretary of the Army, United States Department of*
33 *the Army and the Fort Ord Reuse Authority For the Sale of Portions of the former Fort Ord,*
34 *California, dated the 20th day of June, 2000, as amended by Amendment No. 1, dated the 23rd day*
35 *of October 2001 ("MOA")* which sets forth the specific terms and conditions of the federal disposal
36 of portions of the former Fort Ord located in Monterey County, California, and further in
37 accordance with that certain *Water/Wastewater Facilities Agreement* dated March 13, 1998
38 between Grantor and Grantee, as amended ("Water/Wastewater Facilities Agreement").
39

40 **WHEREAS**, The United States of America ("Government") was the owner of certain real
41 property, improvements and other rights appurtenant thereto together with all personal property
42 thereon, located on the former Fort Ord, Monterey County, California, which was utilized as a
43 military installation;
44

QUITCLAIM DEED FOR MCWD PROPERTY

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

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

WHEREAS, the Grantor and the Government entered into the MOA and MOA Amendment No. 1, dated the 23rd day of October 2001, which sets forth the specific terms and conditions of the sale of portions of the former Fort Ord located in Monterey County, California;

WHEREAS, the Grantor has entered into implementation agreements with various local jurisdictions, including the City of Marina, to facilitate the orderly reuse of the former Fort Ord and ensure compliance with the requirements of the MOA and related conveyance documents.

WHEREAS, the Grantor and Grantee did enter into that certain Water/Wastewater Facilities Agreement dated March 13, 1998, as amended; which sets forth the specific terms and conditions upon which the Grantor agrees to convey and the Grantee agrees to accept title to certain water and wastewater facilities ("Water/Waste Water Facilities), together with certain real property including the real property known as Parcels L35.1, L35.2, L35.3, L35.6, L35.7, and L35.8 ("MCWD Property");

WHEREAS, pursuant to the MOA, the Government conveyed the Water/Waste Water Facilities, together with title to certain real property and related easements; to the **Grantor** on October 26, 2001, and **Grantor** conveyed such Water/Waste Water Facilities and real property rights to **Grantee** on November 7, 2001 ;

WHEREAS, pursuant to the MOA, the Government conveyed the property known as Parcels L35.1, L35.2, L35.3, L35.6, L35.7, and L35.8 ("MCWD Property") on the former Fort Ord by quitclaim deed to the Grantor on January 21, 2004 ("Government Deed");

WHEREAS, by this Deed **Grantor** desires to convey, and **Grantee** desires to acquire, a portion of the MCWD Property known as Parcels L35.1 and L35.2.

WITNESSETH

The **Grantor**, for and in consideration of the sum of one dollar (\$1.00) plus other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, releases and quitclaims to the **Grantee**, its successors and assigns forever, all such interest, right, title, and claim as the **Grantor** has in and to Parcels L35.1 and L35.2, consisting of approximately

QUITCLAIM DEED FOR MCWD PROPERTY

1 12.27 acres and 20 buildings, more particularly described in Exhibits "A," and "B," attached
2 hereto and made a part hereof ("Property"), and including the following:
3

4 A. All buildings, facilities, roadways, and other improvements, including the storm
5 drainage systems and the telephone system infrastructure, and any other improvements thereon,
6

7 B. All appurtenant easements and other rights appurtenant thereto, permits, licenses, and
8 privileges not otherwise excluded herein, and
9

10 C. All hereditaments and tenements therein and reversions, remainders, issues, profits,
11 privileges and other rights belonging or related thereto.
12

13 **Grantee** covenants for itself, its successors and assigns and every successor in interest to
14 the Property, or any part thereof, that **Grantee** and such successors and assigns shall comply with
15 all provisions of the following sections of the Implementation Agreement between the Fort Ord
16 Reuse Authority and the City of Marina, dated May 1, 2001 and recorded in the office of the
17 Monterey County Recorder as Document: 2001088377 and the Implementation Agreement
18 between the Fort Ord Reuse Authority and the County of Monterey, dated May 8, 2001 and
19 recorded in the office of the Monterey County Recorder as Document: 2001088380
20 ("Implementation Agreements"), as if the **Grantee** were the referenced Jurisdiction under the
21 Implementation Agreements: Section 2, Section 5, and the Deed Restrictions and Covenants set
22 forth in Exhibit F, as if such Deed Restrictions and Covenants were separately recorded prior to
23 the recordation of this Deed.
24

25 **Grantee** covenants for itself, its successors and assigns and every successor in interest to
26 the Property, or any part thereof, that **Grantee** and such successors and assigns shall comply with
27 all provisions of the Water/Wastewater Facilities Agreement.
28

29 The Government Deed conveying the Property to the **Grantor** was recorded prior to the
30 recordation of this Deed. In its transfer of the Property to the **Grantor**, the Government provided
31 certain information regarding the environmental condition of the Property. The **Grantor** has no
32 knowledge regarding the accuracy or adequacy of such information.
33

34 The italicized information below is copied verbatim (except as discussed below) from the
35 Government deed conveying the Property to the **Grantor**. The **Grantee** hereby acknowledges
36 and assumes all responsibilities with regard to the Property placed upon the **Grantor** under the
37 terms of the aforesaid Government deed to **Grantor** and **Grantor** grants to **Grantee** all benefits
38 with regard to the Property under the terms of the aforesaid Government deed. Within the
39 italicized information only, the term "**Grantor**" shall mean the Government, and the term
40 "**Grantee**" shall mean the Fort Ord Reuse Authority ("FORA"); to avoid confusion, the words
41 "the Government" have been added in parenthesis after the word "**Grantor**", and "FORA" has
42 been added in parenthesis after the word "**Grantee**".





QUITCLAIM DEED FOR MCWD PROPERTY

II. EXCLUSIONS AND RESERVATIONS

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

A. The Property is taken by the Grantee ("FORA") subject to any and all valid and existing recorded outstanding liens, licenses, 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 licenses, 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 ("the Government") and other government entities.

B. The Grantor ("the Government") 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 ("the Government").

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

D. 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 ("FORA"), 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 ("the Government"), so long as such occupancy and use does not compromise the ability of the Grantor ("the Government") 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

QUITCLAIM DEED FOR MCWD PROPERTY

1 *other use within the easements unless approved in writing by the fee holder of the*
2 *land subject to the easement;*

3
4 (4) *that any transfer of the easements by assignment, lease,*
5 *operating agreement, or otherwise must include language that the transferee*
6 *agrees to comply with and be bound by the terms and conditions of the original*
7 *grant;*

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

13
14 (6) *to restore any easement area so far as it is reasonably possible*
15 *to do so upon abandonment or release of any easement as provided herein, unless*
16 *this requirement is waived in writing by the then owner of the Property.*

17
18 E. Grantor ("the Government") reserves mineral rights that Grantor
19 ("the Government") owns with the right of surface entry in a manner that does
20 not unreasonably interfere with Grantee's ("FORA") development and quiet
21 enjoyment of the Property.

22
23 **TO HAVE AND TO HOLD** the Property unto the Grantee ("FORA") and
24 its successors and assigns forever, provided that this Deed is made and accepted
25 upon each of the following notices, covenants, restrictions, and conditions which
26 shall be binding upon and enforceable against the Grantee ("FORA"), its
27 successors and assigns, in perpetuity, as follows:

28 29 **III. "AS IS, WHERE IS"**

30
31 The Property is conveyed in an "As Is, Where Is" condition without any
32 representation, warranty or guarantee, except as required pursuant to applicable
33 law or as otherwise stated herein, by the Grantor ("the Government") as to
34 quantity, quality, title, character, condition, size, or kind, or that the same is in
35 condition or fit to be used for the purpose for which intended, and no claim for
36 allowance or deduction upon such grounds will be considered. There is no
37 obligation on the part of the Grantor ("the Government") to make any
38 alterations, repairs, or additions, and said Grantor ("the Government") shall not
39 be liable for any latent or patent defects in the Property. This section shall not
40 affect the Grantor's ("the Government") responsibility under CERCLA
41 COVENANTS, NOTICE, AND ENVIRONMENTAL REMEDIATION herein.
42

QUITCLAIM DEED FOR MCWD PROPERTY

IV. FEDERAL FACILITIES AGREEMENT (FFA)

The Grantor ("the Government") acknowledges that former Fort Ord has been identified as a National Priority List (NPL) Site under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) of 1980, as amended. The Grantee ("FORA") acknowledges that the Grantor ("the Government") has provided it with a copy of the Fort Ord Federal Facility Agreement (FFA) entered into by the United States Environmental Protection Agency (EPA) Region IX, the State of California, and the Grantor ("the Government"), effective on February 1990, and will provide the Grantee ("FORA") with a copy of any amendments thereto. The Grantee ("FORA") 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 ("FORA") further agrees that notwithstanding any other provisions of the Property transfer, the Grantor ("the Government") assumes no liability to the Grantee ("FORA"), should implementation of the FFA interfere with their use of the Property. The Grantee ("FORA"), or any subsequent transferee, shall have no claim on account of any such interference against the Grantor ("the Government") or any officer, agent, employee or contractor thereof. Grantor ("the Government") agrees to use its best efforts to ensure that any amendment to the FFA will not be inconsistent or incompatible with the Grantee ("FORA")'s use of the property.

V. NOTICE OF HAZARDOUS SUBSTANCE STORAGE

The Grantor ("the Government") hereby notifies the Grantee ("FORA") of the former storage release, or disposal of hazardous substances on Parcels L35.1, L35.2, L35.6, L35.7 and L35.8. The items typically stored on the Property are listed in Table 4 of the Finding of Suitability for Transfer ("FOST") attached hereto and made a part hereof as Exhibit "C". The information regarding this storage indicates that it was conducted in a manner that would not pose a threat to human health and the environment. This notice is given pursuant to CERCLA and no additional action is necessary under CERCLA to protect human health and the environment.

VI. CERCLA COVENANTS, NOTICE, AND ENVIRONMENTAL REMEDIATION

A. Pursuant to Section 120(h)(3) of CERCLA, as amended, 42 U.S.C. § 9601 et seq., the FOST, 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 Parcels L35.1, L35.2, L35.6, L35.7, and L35.8. The FOST sets forth the basis for the Grantor's ("the

QUITCLAIM DEED FOR MCWD PROPERTY

Government") determination that Parcels L35.1, L35.2, L35.6, L35.7, and L35.8 are suitable for transfer. The Grantee ("FORA") is hereby made aware of the notifications contained in the EBS and the FOST. The Grantee ("FORA") has inspected Parcels L35.1, L35.2, L35.6, L35.7, and L35.8 and accepts the physical condition and current level of known environmental hazards on Parcels L35.1, L35.2, L35.6, L35.7, and L35.8 and deems Parcels L35.1, L35.2, L35.6, L35.7, and L35.8 to be safe for the Grantee's ("FORA") intended use. The Grantor ("the Government") represents that Parcels L35.1, L35.2, L35.6, L35.7, and L35.8 are environmentally suitable for transfer to Grantee ("FORA") for the purposes identified in the Final Fort Ord Base Reuse Plan dated December 12, 1994, as amended on June 13, 1997, as approved by the Fort Ord Reuse Authority. If, after conveyance of the Property to Grantee ("FORA"), there is an actual or threatened release of a hazardous substance on Parcels L35.1, L35.2, L35.6, L35.7, and L35.8, or in the event that a hazardous substance is discovered on Parcels L35.1, L35.2, L35.6, L35.7, and L35.8 after the date of the conveyance, whether or not such substance was set forth in the technical environmental reports, including the EBS, Grantee ("FORA") or its successor or assigns shall be responsible for such release or newly discovered substance unless such release or such newly discovered substance was due to Grantor's ("the Government") activities, ownership, use, presence on, or occupation of Parcels L35.1, L35.2, L35.6, L35.7, and L35.8, or the activities of Grantor's ("the Government") contractors and/or agents. Grantee ("FORA"), its successors and assigns, as consideration for the conveyance, agrees to release Grantor ("the Government") from any liability or responsibility for any claims arising out of or in any way predicated on release of any hazardous substance on Parcels L35.1, L35.2, L35.6, L35.7, and L35.8 occurring after the conveyance, where such hazardous substance was placed on the property by the Grantee ("FORA"), or its agents or contractors, after the conveyance to the Grantee ("FORA").

B. The following is applicable to Parcels L35.1, L35.2, L35.6, L35.7, and L35.8

(1) Pursuant to Section 120(h)(3) of the Comprehensive Environmental Response, Compensation and Liability Act as amended, 42 U.S.C. § 9620(h)(3), ("CERCLA") the Grantor ("the Government") hereby notifies the Grantee ("FORA"), its successors and assigns, of the storage, release, and disposal of hazardous substances on the Property.

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

QUITCLAIM DEED FOR MCWD PROPERTY

(b) The Grantor ("the Government") hereby covenants that all corrective, remedial and response actions necessary to protect human health and the environment with respect to any hazardous substances placed on the Property by the Grantor ("the Government") and remaining on the Property after the date of transfer shall be conducted by the Grantor ("the Government").

(2) The CERCLA warranty in Paragraph VI.B(1)(a) above shall not apply in any case in which the person or entity to whom the Property is transferred is, a "potentially responsible party," as defined under CERCLA Section 107(a)(2)-(4) with respect to such hazardous substances. .

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

C. The following is applicable to Parcel L35.3.

(1) Pursuant to Section 120 (h)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. Section 9601 et seq. ("CERCLA"), the Grantor ("the Government") has identified, in the Finding of Suitability to Transfer (FOST), a copy of which has been provided to the Grantee ("FORA"), the Parcel 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.

(2) The Grantor ("the Government") covenants and warrants to the Grantee ("FORA") and its successors in interest that in the event that any response action or corrective action is found to be necessary after the date of this conveyance attributable to Army activities and as a result of hazardous substances or petroleum products contamination existing on the Parcel prior to the date of this conveyance, such response action or corrective action shall be conducted by the Grantor ("the Government").

(3) This covenant shall not apply in any case in which a person or entity to whom all or a portion of the Parcel is transferred is a potentially responsible party with respect to the Parcel.

D. The following is applicable to all parcels:

(1) The Grantor ("the Government"), EPA, and the California Environmental Protection Agency, Department of Toxic Substances Control

QUITCLAIM DEED FOR MCWD PROPERTY

(DTSC), and their officers, agents, employees, contractors, and subcontractors will have the right, upon reasonable notice to the Grantee ("FORA"), to enter upon the transferred premises 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 at no cost to the Grantor ("the Government"), including, without limitation, the following activities:

(a) 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), Ordnance and Explosives (OE) program, or FFA;

(b) To inspect field activities of the Army and its contractors and subcontractors with regards to implementing the Fort Ord IRP, OE program, or FFA,

(c) 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;

(d) 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 OE program requirement, including, but not limited to monitoring wells, pumping wells, and treatment facilities.

(2) In exercising this access easement, except in case of imminent endangerment to human health or the environment, the Grantor ("the Government") shall give the Grantee ("FORA"), or the then record owner, reasonable prior notice. Grantee ("FORA") agrees that, notwithstanding any other provisions of the Deed, the Grantor ("the Government") assumes no liability to the Grantee ("FORA"), its successors or assigns, or any other person, should remediation of the parcel interfere with the use of the parcel. The Grantee ("FORA") shall not, through construction or operation/maintenance activities, interfere with any remediation or response action conducted by the Grantor ("the Government") under this paragraph. The Grantee ("FORA"), the then record owner, and any other person shall have no claim against the Grantor ("the

QUITCLAIM DEED FOR MCWD PROPERTY

Government") or any of its officers, agents, employees or contractors solely on account of any such interference resulting from such remediation.

(3) Without the express written consent of the Grantor ("the Government") in each case first obtained, neither the Grantee ("FORA"), its successors or assigns, nor any other person or entity acting for or on behalf of the Grantee ("FORA"), its successors or assigns, shall interfere with any response action being taken on the Property by or on behalf of the Grantor ("the Government"), 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.

E. This notice is provided pursuant to CERCLA 120(h)(1) and (3). A pump-and-treat groundwater remediation system for Operable Unit (OU) 2 is in place and shown to be operating effectively. Drilling of water wells or use or access to groundwater beneath the Property is prohibited. A Covenant to Restrict Use of Property ("CRUP") within the "Groundwater Protection Zone" has been established between the Grantor ("the Government"), DTSC and the California Regional Water Quality Control Board, Central Coast Region.

VII. INDEMNITY

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

VIII. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT

The following is applicable to Parcel L35.1:

A The Grantee ("FORA") is hereby informed and does acknowledge that friable asbestos or asbestos-containing material (ACM) have been found on Parcel L35.1, as described in the referenced asbestos survey and summarized in the Environmental Baseline Surveys (EBS) for the California State University Monterey Bay Parcel, the Main Garrison Parcels, Surplus II Parcels, and the UC Santa Cruz Parcel.

B. Several buildings have been determined to contain friable and non-friable asbestos that may pose a threat to human health. Detailed information is contained in the Asbestos Survey Report, Fort Ord Installation (April 26, 1993).

QUITCLAIM DEED FOR MCWD PROPERTY

1 *The remaining buildings contain non-friable ACM rated in good to fair condition.*
2 *The Grantor ("the Government") has agreed to transfer said buildings and*
3 *structures to the Grantee ("FORA"), prior to remediation of asbestos hazards, in*
4 *reliance upon the Grantee's ("FORA") express representation and promise that*
5 *the Grantee ("FORA") will, prior to use or occupancy of said buildings, demolish*
6 *said buildings or the portions thereof containing friable asbestos, disposing of*
7 *ACM in accordance with applicable laws and regulations. With respect to the*
8 *friable asbestos in said buildings and structures, the Grantee ("FORA")*
9 *specifically agrees to undertake any and all abatement or remediation that may*
10 *be required under CERCLA 120(h)(3) or any other applicable law or regulation.*
11 *The Grantee ("FORA") acknowledges that the consideration for the conveyance*
12 *of Parcel L35.1 was negotiated based upon the Grantee's ("FORA") agreement*
13 *to the provisions contained in this section.*
14

15 C. *The Grantee ("FORA") covenants and agrees that its use and*
16 *occupancy of Parcel L35.1 will be in compliance with all applicable laws relating*
17 *to asbestos; and that the Grantor ("the Government") assumes no liability for*
18 *any future remediation of asbestos or future damages for personal injury, illness,*
19 *disability, or death, to the Grantee ("FORA"), its successors or assigns, or to any*
20 *other person, including members of the general public, arising from or incident to*
21 *the purchase, transportation, removal, handling, use, disposition, or other activity*
22 *causing or leading to contact of any kind whatsoever with asbestos or ACM on*
23 *Parcel L35.1, whether the Grantee ("FORA"), its successors or assigns have*
24 *properly warned or failed to properly warn the individual(s) injured. The*
25 *Grantee ("FORA") agrees to be responsible for any future remediation of*
26 *asbestos found to be necessary on Parcel L35.1 as a result of the Grantee's*
27 *("FORA") activities. The Grantee ("FORA") assumes no liability for damages*
28 *for personal injury, illness, disability, death or property damage arising from (i)*
29 *any exposure or failure to comply with any legal requirements applicable to*
30 *asbestos on any portion of Parcel L35.1 arising prior to the Grantor's ("the*
31 *Government") conveyance of such portion of Parcel L35.1 to the Grantee*
32 *("FORA") pursuant to this Deed, or (ii) any disposal, prior to the Grantor's ("the*
33 *Government") conveyance of Parcel L35.1, of any asbestos or ACM.*
34

35 D. *Unprotected or unregulated exposures to asbestos in product*
36 *manufacturing, shipyard, and building construction workplaces have been*
37 *associated with asbestos-related diseases. Both Occupational Safety and Health*
38 *Administration (OSHA) and the Environmental Protection Agency (EPA) regulate*
39 *asbestos because of the potential hazards associated with exposure to airborne*
40 *asbestos fibers. Both OSHA and EPA have determined that such exposure*
41 *increases the risk of asbestos-related diseases, which include certain cancers and*
42 *which can result in disability or death.*

QUITCLAIM DEED FOR MCWD PROPERTY

1
2 E. The Grantee ("FORA") acknowledges that it has inspected Parcel
3 L35.1 as to its asbestos content and condition and any hazardous or
4 environmental conditions relating thereto prior to accepting the responsibilities
5 imposed upon the Grantee ("FORA") under this section. The failure of the
6 Grantee ("FORA") to inspect, or to be fully informed as to the asbestos condition
7 of all or any portion of Parcel L35.1 offered, will not constitute grounds for any
8 claim or demand against the Grantor ("the Government"), or any adjustment
9 under this Deed.

10
11 F. The Grantee ("FORA") further agrees to indemnify and hold harmless
12 the Army, its officers, agents and employees, from and against all suits, claims,
13 demands or actions, liabilities, judgments, costs and attorneys' fees arising out of,
14 or in any manner predicated upon, future exposure to asbestos on any portion of
15 Parcel L35.1 after this conveyance of Parcel L35.1 to the Grantee ("FORA") or
16 any future remediation or abatement of asbestos or the need therefore. The
17 Grantee's ("FORA") obligation hereunder shall apply whenever the Grantor
18 ("the Government") incurs costs or liabilities for actions giving rise to liability
19 under this section.

20 21 **IX. LEAD-BASED PAINT WARNING AND COVENANT**

22 The following applies to Parcels L35.1, L35.6, L35.7, and L35.8:

23
24 A. The Grantee ("FORA") is hereby informed and does acknowledge that
25 all buildings on the property, which were constructed or rehabilitated prior to 1978,
26 are presumed to contain lead-based paint. Lead from paint, paint chips, and dust
27 can pose health hazards if not managed properly. Every purchaser of any interest
28 in Residential Real Property on which a residential dwelling was built prior to 1978
29 is notified that such property may present exposure to lead from lead-based paint
30 that may place young children at risk of developing lead poisoning. Lead poisoning
31 in young children may produce permanent neurological damage, including learning
32 disabilities, reduced intelligence quotient, behavioral problems, and impaired
33 memory. Lead poisoning also poses a particular risk to pregnant women. The
34 seller of any interest in residential real property is required to provide the buyer
35 with any information on lead-based paint hazards from risk assessments or
36 inspections in the seller's possession and notify the buyer of any known lead-based
37 paint hazards. "Residential Real Property" means dwelling units, common areas,
38 building exterior surfaces, and any surrounding land, including outbuildings, fences
39 and play equipment affixed to the land, available for use by residents, and child
40 occupied buildings visited regularly by the same child, 6 years of age or under, on
41 at least two different days within any week, including day-care centers, preschools
42

QUITCLAIM DEED FOR MCWD PROPERTY

1 and kindergarten classrooms, but not including land used for agricultural,
2 commercial, industrial, or other non-residential purposes, and not including paint
3 on the pavement of parking lots, garages, or roadways.
4

5 B. Buildings constructed prior to 1978 are assumed to contain lead-
6 based paint. Buildings constructed after 1977 are assumed to be free of lead-
7 based paint. No sampling for lead within the buildings on Parcels L35.1, L35.6,
8 L35.7, and L35.8 has occurred. However, limited sampling for lead-based paint
9 was conducted in former barracks buildings located on property immediately
10 north of Parcel L32.2.2 which is not a parcel of this conveyance (Industrial
11 Hygiene Survey No. 55-71-R25A-94). One or more of the former barracks
12 interior and/or exterior surface components (e.g., walls, doors, window sills, door
13 frames, etc.) tested positive for lead-based paint. Those barracks sampled were of
14 the same construction type and were constructed in the same year (1954) as
15 former barracks located on Parcel L32.2.2 (Buildings 4552 and 4562) and Parcel
16 L32.4.1.1 (Buildings 4430, 4432, 4434, 4436, 4440, 4442, 4444, and 4446).
17 Limited sampling for lead in soil surrounding some buildings at former Fort Ord
18 has been completed. Soil samples were collected from soil surrounding 10
19 buildings in Parcel L23.3.2.1 (Buildings 6, 10, 20, 14, 16, 36, 71, 75, 82, and
20 108). The average concentration of lead detected in soil was 263 milligrams per
21 kilogram (mg/kg) with a maximum concentration of 2,211 mg/kg detected at
22 Building 6 (Lead In Soil Survey For Ten Buildings At The East Garrison, Fort
23 Ord, California, April 8, 1998). As agreed upon in an agency meeting on August
24 29, 1997, lead analytical results from soil samples collected adjacent to buildings
25 on the Peninsula Outreach and the Marina Sports Center parcels can be used to
26 represent lead concentrations in soil around the buildings on the Main Garrison
27 parcels (E2b.1.1.1, E2b.1.1.2, E2b.1.2, E2b.1.3, E2b.1.4, E2b.2.1, E2b.2.3,
28 E2b.2.4, E2b.3.1.1, E2c.3.1, E2c.3.2, E2c.3.3, E2c.4.2.1, E2d.1, E2d.2, L12.2.2,
29 L12.2.3, L12.3, L23.1.2, L23.1.3, L23.1.4, and L35.1) which were constructed of
30 similar materials and during similar time periods. Average concentrations of
31 lead detected in soil around the buildings on the Peninsula Outreach and Marina
32 Sports Center parcels were 99.4 and 228 mg/kg, respectively. The maximum
33 background concentration for lead in soil at Fort Ord is 51.8 mg/kg (Draft Final
34 Basewide Background Soil Investigation, Fort Ord, California, March 15, 1993).
35 The federal Preliminary Remediation Goal (PRG) for residential non-play area
36 bare soil is 1,200 mg/kg. All purchasers must receive the federally approved
37 pamphlet on lead poisoning prevention. The Grantee ("FORA") hereby
38 acknowledges receipt of all of the information described in this subsection.
39

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

QUITCLAIM DEED FOR MCWD PROPERTY

1
2 D. The Grantee ("FORA") covenants and agrees that it shall not permit
3 the occupancy or use of any buildings or structures on Parcels L35.1, L35.6,
4 L35.7, and L35.8 as Residential Real Property, as defined in this section without
5 complying with this section and all applicable federal, state, and local laws and
6 regulations pertaining to lead-based paint and/or lead-based paint hazards.
7 Prior to permitting the occupancy of Parcels L35.1, L35.6, L35.7, and L35.8
8 where their use subsequent to sale is intended for residential habitation, the
9 Grantee ("FORA") specifically agrees to perform, at its sole expense, the Army's
10 abatement requirements under Title X of the Housing and Community
11 Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of
12 1992) (hereinafter Title X).
13

14 E. The Grantee ("FORA") shall, after consideration of the guidelines
15 and regulations established pursuant to Title X: (1) Perform a reevaluation of the
16 Risk Assessment if more than 12 months have elapsed since the date of the last
17 Risk Assessment; (2) Comply with the joint HUD and EPA Disclosure Rule (24
18 CFR 35, Subpart H, 40 CFR 745, Subpart F), when applicable, by disclosing to
19 prospective purchasers the known presence of lead-based paint and/or lead-based
20 paint hazards as determined by previous risk assessments; (3) Abate lead dust
21 and lead-based paint hazards in pre-1960 residential real property, as defined in
22 subsection (1) above, in accordance with the procedures in 24 CFR 35; (4) Abate
23 soil-lead hazards in pre-1978 residential real property, as defined in subsection
24 (1), above, in accordance with the procedures in 24 CFR 35; (5) Abate lead-soil
25 hazards following demolition and redevelopment of structures in areas that will
26 be developed as residential real property; (6) Comply with the EPA lead-based
27 paint work standards when conducting lead-based paint activities (40 CFR 745,
28 Subpart L); (7) Perform the activities described in this section within 12 months
29 of the date of the lead-based paint risk assessment and prior to occupancy or use
30 of the residential real property; and (8) Send a copy of the clearance
31 documentation to the Grantor ("the Government").
32

33 F. In complying with these requirements, the Grantee ("FORA")
34 covenants and agrees to be responsible for any abatement or remediation of lead-
35 based paint or lead-based paint hazards on Parcels L35.1, L35.6, L35.7, and
36 L35.8 found to be necessary as a result of the subsequent use of Parcels L35.1,
37 L35.6, L35.7, and L35.8 for residential purposes. The Grantee ("FORA")
38 covenants and agrees to comply with solid or hazardous waste laws that may
39 apply to any waste that may be generated during the course of lead-based paint
40 abatement activities.
41

QUITCLAIM DEED FOR MCWD PROPERTY

1 G. The Grantee ("FORA") further agrees to indemnify and hold
2 harmless the Army, its officers, agents and employees, from and against all suits,
3 claims, demands, or actions, liabilities, judgments, costs and attorney's fees
4 arising out of, or in a manner predicated upon future personal injury, death or
5 property damage resulting from, related to, caused by or arising out of lead-
6 based paint or lead-based paint hazards on Parcels L35.1, L35.6, L35.7, and
7 L35.8 if used for residential purposes.
8

9 H. The covenants, restrictions, and requirements of this section shall be
10 binding upon the Grantee ("FORA"), its successors and assigns and all future
11 owners and shall be deemed to run with the land. The Grantee ("FORA") on
12 behalf of itself, its successors and assigns covenants that it will include and use
13 best efforts to make legally binding, this section in all subsequent transfers,
14 leases, or conveyance documents.
15

16 **X. NOTICE OF THE POTENTIAL FOR THE PRESENCE OF PESTICIDES** 17 **AND COVENANT** 18

19 A. The Grantee ("FORA") is hereby informed and does acknowledge that
20 pesticides may be present on the Property. To the best of Grantor's ("the
21 Government") knowledge, the presence of pesticides does not currently pose a
22 threat to human health or the environment, and the use and application of any
23 pesticide product by the Grantor ("the Government") was in accordance with its
24 intended purpose, and in accordance with CERCLA § 107 (i), which states:
25

26 "No person (including the Grantor ("the Government") or any
27 State or Indian tribe) may recover under the authority of this section for
28 any response costs or damages resulting from the application of a
29 pesticide product registered under the Federal Insecticide, Fungicide, and
30 Rodenticide Act (7 U.S.C. §136 et. seq.). Nothing in this paragraph shall
31 affect or modify in any way the obligations or liability of any person under
32 any other provision of State or Federal law, including common law, for
33 damages, injury, or loss resulting from a release of any hazardous
34 substance or for removal or remedial action or the costs of removal or
35 remedial action of such hazardous substance."
36

37 B. Upon request, the Grantor ("the Government") agrees to furnish to the
38 Grantee ("FORA") any and all records in its possession related to the use of the
39 pesticides necessary for the continued compliance by the Grantee ("FORA") with
40 applicable laws and regulations related to the use of pesticides.
41

QUITCLAIM DEED FOR MCWD PROPERTY

1 C. The Grantee ("FORA") covenants and agrees that its possession,
2 potential use and continued management of the Property, including any
3 demolition of structures, will be in compliance with all applicable laws relating to
4 hazardous substance/pesticides and hazardous wastes.

5 **XI. NOTICE OF THE POTENTIAL FOR THE PRESENCE OF** 6 **POLYCHLORINATED BIPHENYLS ("PCBS")** 7

8 The following is applicable to Parcel L35.1:
9

10 A. PCBs have been widely used as coolants and lubricants in
11 transformers, capacitors and other electrical equipment like fluorescent light
12 ballasts. EPA considers PCBs to be probable cancer causing chemicals, in
13 humans. PCB and PCB-contaminated equipment that will be disposed of must be
14 stored in a hazardous storage facility. The Grantee ("FORA") is hereby
15 informed that fluorescent light ballasts containing PCBs are present on Parcel
16 L35.1. The PCB containing equipment does not currently pose a threat to human
17 health or the environment when managed properly. All PCB containing
18 equipment is presently in full compliance with applicable laws and regulations.
19

20 B. Upon request, the Army agrees to furnish to the Grantee ("FORA")
21 any and all records in its possession related to such PCB equipment necessary for
22 the continued compliance by the Grantee ("FORA") with applicable laws and
23 regulations related to the use and storage of PCBs or PCB containing equipment.
24

25 C. The Grantee ("FORA") covenants and agrees that its possession, use,
26 and management of any PCB containing equipment will be in compliance with all
27 applicable laws relating to PCBs and PCB containing equipment and that the
28 Army shall assume no liability for the future remediation of PCB contamination
29 or future damages for personal injury, illness, disability, or death to the Grantee
30 ("FORA"), its successors or assigns, or to any other person, including members
31 of the general public arising from or incident to future use, handling,
32 management, disposition, or other activity causing or leading to contact of any
33 kind whatsoever with PCBs or PCB containing equipment, whether the Grantee
34 ("FORA"), its successors or assigns have properly warned or failed to properly
35 warn the individual(s) insured. The Grantee ("FORA") agrees to be responsible
36 for any future remediation of PCBs or PCB containing equipment found to be
37 necessary on Parcel L35.1.
38

39 **XII. NOTICE OF THE PRESENCE OF CONTAMINATED** 40 **GROUNDWATER** 41

QUITCLAIM DEED FOR MCWD PROPERTY

A. The groundwater beneath portions of the property is contaminated with volatile organic compounds (VOCs), primarily trichloroethene (TCE). The maximum TCE concentration in the groundwater beneath the property (Parcel E2b.2.1), which is not a part of this deed, is 280 micrograms per liter (September 2001) as measured in the groundwater extraction Well EW-12-02-180M. The maximum concentrations of the chemicals of concern (associated with the OU2 and Sites 2/12 groundwater plumes) detected in the groundwater monitoring wells on the property (September 2001) are listed below. The quantity released of these compounds is unknown. The OU2 and Sites 2/12 groundwater aquifer cleanup levels (ACLs), presented in the OU2 and Basewide Remedial Investigation Sites Record of Decision (RODs), are provided for comparison.

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

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

*Chemical Abstract Services Registry Number

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

C. The Grantee ("FORA") covenants for itself, its successors, and assigns not to: access or use groundwater underlying the Property for any purpose. For the purpose of this restriction, "groundwater" shall have the same meaning as in section 101(12) of CERCLA. The Grantee ("FORA"), for itself, its successors or assigns covenants 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 ("FORA"), its successors and assigns; shall run with the land; and are forever enforceable by the parties identified in Section XII.D.

QUITCLAIM DEED FOR MCWD PROPERTY

1
2 D. The restrictions and conditions stated in Section A benefit the public in
3 general and the territory surrounding the property, including lands retained by
4 the Grantor ("the Government"), and, therefore, are enforceable by the Grantor
5 ("the Government") and the State of California. The Grantee ("FORA")
6 covenants for itself, its successors, and assigns that it shall include and otherwise
7 make legally binding, the restrictions in Section B in all subsequent lease, transfer
8 or conveyance documents relating to the property subject hereto.
9

10 E. The Grantor ("the Government") and its representatives shall, for all
11 time, have access to the property for the purpose of installing and/or removing
12 groundwater monitoring wells, and to perform continued monitoring of
13 groundwater conditions, allowing chemical and/or physical testing of wells to
14 evaluate water quality and/or aquifer characteristics. The property owner shall
15 allow ingress and egress of all equipment necessary to accomplish the same.
16

17 **XIII. NOTICE OF THE POTENTIAL FOR THE PRESENCE OF** 18 **ORDNANCE AND EXPLOSIVES** 19

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

35 B. In addition, the Army offers OE familiarization training to anyone
36 conducting ground disturbance activities (digging holes, excavating trenches,
37 repairing underground utilities, etc.) at the former Ford Ord. The OE Safety
38 Specialist conducts a thirty-minute training session. This training session
39 includes a lecture on what OE might be found, the procedure to follow if
40 something is found and "Safety Alert" brochures are also distributed. To
41 schedule this training, please contact the Directorate of Environmental and
42 Natural Resources at (831) 242-7919.

QUITCLAIM DEED FOR MCWD PROPERTY

1
2 C. The Grantor ("the Government") reserves the right to conduct any
3 remedial action and/or investigation that the Army is responsible for, as required
4 or necessary as a result of the ongoing OE Remedial Investigation/Feasibility
5 Study.

6 XIV. ENDANGERED SPECIES

7
8 The Grantee ("FORA"), its successors or assigns shall comply with the
9 requirements, if any and if applicable, of the Fort Ord Installation-Wide Multi-
10 species Habitat Management Plan ("HMP") for Former Fort Ord, California.

11
12 A. The Property is within HMP Development Areas. No resource
13 conservation requirements are associated with the HMP for these parcels.
14 However, small pockets of habitat may be preserved within and around the
15 Property.

16
17 B. The Biological Opinion identifies sensitive biological resources that
18 may be salvaged for use in restoration activities within reserve areas, and allows
19 for development of the Property.

20
21 C. The HMP does not exempt the Grantee ("FORA") from complying
22 with environmental regulations enforced by federal, state, or local agencies.
23 These regulations could include obtaining the Endangered Species Act ("ESA")
24 (16 U.S.C. § 1531-1544 et seq.) Section 7 or Section 10(a) permits from the U.S.
25 Fish and Wildlife Service ("USFWS"); complying with prohibitions against the
26 taking of listed animals under ESA Section 9, complying with prohibitions against
27 the removal of listed plants occurring on federal lands or the destruction of listed
28 plants in violation of any state laws; complying with measures for conservation of
29 state-listed threatened and endangered species and other special-status species
30 recognized by California Department of Fish and Game ("DFG") under the
31 California ESA, or California Environmental Quality Act ("CEQA"); and
32 complying with local land use regulations and restrictions.

33
34 D. The HMP serves as a management plan for both listed and candidate
35 species, and is a prelisting agreement between the USFWS and the local
36 jurisdiction for candidate species that may need to be listed because of
37 circumstances occurring outside the area covered by the HMP.

38
39 E. Implementation of the HMP would be considered suitable mitigation
40 for impacts to HMP species within HMP prevalent areas and would facilitate the
41 USFWS procedures to authorize incidental the taking of these species by
42 participating entities as required under ESA Section 10. No further mitigation

QUITCLAIM DEED FOR MCWD PROPERTY

1 *will be required to allow development on the Property unless species other than*
2 *the HMP target species are proposed for listing or are listed.*

3
4 *F. The HMP does not authorize the incidental taking of any species listed*
5 *as threatened or endangered under the ESA by entities acquiring land at the*
6 *former Fort Ord. The USFWS has recommended that all non federal entities*
7 *acquiring land at former Fort Ord apply for ESA Section 10(a)(1)(B) incidental*
8 *taking permits for the species covered in the HMP. The definition of "take"*
9 *under the ESA includes to harass, harm, hunt, shoot, wound, kill, trap, capture, or*
10 *collect, or attempt to engage in any such conduct. Although the USFWS will not*
11 *require further mitigation from entities that are in conformance with the HMP,*
12 *those entities without incidental taking authorization would be in violation of the*
13 *ESA if any of their actions resulted in the taking of a listed animal species. To*
14 *apply for a Section 10(a)(1)(B) incidental taking permit, an entity must submit an*
15 *application form (Form 3-200), a complete description of the activity sought to be*
16 *authorized, the common and scientific names of the species sought to be covered*
17 *by the permit, and a conservation plan (50 CFR 17.22[b]).*

18
19 *G. The Grantee ("FORA") acknowledges that it has read the HMP dated*
20 *April 1997, and will cooperate with adjacent property owners in implementing*
21 *mitigation requirements identified in the HMP for adjacent sensitive habitat*
22 *areas.*

23 **XV. AIR NAVIGATION RESERVATION AND RESTRICTIONS**

24
25 *The Monterey Airport and the former Fritzsche Airfield, now known as the*
26 *Marina Municipal Airport, are in close proximity to the Property. Accordingly,*
27 *in coordination with the Federal Aviation Administration, the Grantee ("FORA")*
28 *covenants and agrees, on behalf of it, its successors and assigns and every*
29 *successor in interest to the Property herein described, or any part thereof, that,*
30 *when applicable, there will be no construction or alteration unless a*
31 *determination of no hazard to air navigation is issued by the Federal Aviation*
32 *Administration in accordance with Title 14, Code of Federal Regulations, Part*
33 *77, entitled, Objects Affecting Navigable Airspace, or under the authority of the*
34 *Federal Aviation Act of 1968, as amended.*

35 **XVI. ENFORCEMENT AND NOTICE REQUIREMENT**

36
37 *A. The provisions of this Deed benefit the governments of the United*
38 *States of America, the State of California, acting on behalf of the public in*
39 *general, the local governments, and the lands retained by the Grantor ("the*
40 *Government") and, therefore, are enforceable, by resort to specific performance*
41 *or legal process by the United States, the State of California, the local*

QUITCLAIM DEED FOR MCWD PROPERTY

1 governments, and by the Grantee ("FORA"), and its successors and assigns.
2 Enforcement of this Deed shall be at the discretion of the parties entitled to
3 enforcement hereof, and any forbearance, delay or omission to exercise their
4 rights under this Deed in the event of a breach of any term of this Deed, shall not
5 be deemed to be a waiver by any such party of such term or of any subsequent
6 breach of the same or any other terms, or of any of the rights of said parties under
7 this Deed. All remedies available hereunder shall be in addition to any and all
8 other remedies at law or in equity, including CERCLA. The enforcement rights
9 set forth in this Deed against the Grantee ("FORA"), or its successors and
10 assigns, shall only apply with respect to the Property conveyed herein and held by
11 such Grantee ("FORA"), its successors or assigns, and only with respect to
12 matters occurring during the period of time such Grantee ("FORA"), its
13 successors or assigns, owned or occupied such Property or any portion thereof.
14

15 B. The Grantee ("FORA"), its successors or assigns, shall neither
16 transfer the Property, nor any portion thereof, nor grant any interest, privilege, or
17 license whatsoever in connection with the Property without the inclusion, to the
18 extent applicable to the Property or any portion thereof, of the environmental
19 protection provisions contained in this Deed: Exclusions and Reservations,
20 Federal Facilities Agreement (FFA); CERCLA Covenants, Notice, and
21 Environmental Remediation; Notice of the Presence of Asbestos and Covenant;
22 Lead-Based Paint Warning and Covenant; Notice of Hazardous Substance
23 Storage; Notice of the Potential for the Presence of Pesticides and Covenant;
24 Notice of the Potential for the Presence of Polychlorinated Biphenyls (PCBs);
25 Notice of the Presence of Contaminated Groundwater; Notice of the Potential for
26 the Presence of Ordnance and Explosives; Endangered Species, and Air
27 Navigation Reservation and Restrictions, Enforcement and Notice Requirement,
28 and shall require the inclusion, to the extent applicable, of such environmental
29 protection provisions in all further deeds, transfers, leases, or grant of any
30 interest, privilege, or license.
31

32 C. The obligations imposed in this section upon the successors or assigns
33 of Grantee ("FORA") shall only extend to the Property conveyed to any such
34 successor or assign.
35

36 XVII. OTHER CONDITIONS

37
38 Should the subject property be considered for the proposed acquisition
39 and construction of school properties utilizing State funding, at any time in the
40 future, a separate environmental review process in compliance with the
41 California Education Code Section 17210 et seq., will need to be conducted and
42 approved by DTSC.

QUITCLAIM DEED FOR MCWD PROPERTY

XVIII. NOTICE OF NON-DISCRIMINATION

With respect to activities related to the Property, the Grantee ("FORA") covenants for itself, its successors and assigns, that the Grantee ("FORA"), 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 ("the Government") 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.

The responsibilities and obligations placed upon, and the benefits provided to, the Grantor by the Government shall run with the land and be binding on and inure to the benefit of all subsequent owners of the Property unless or until such responsibilities, obligations, or benefits are released pursuant to the provisions set forth in the MOA and the Government deed. Grantee and its successors and assigns, respectively, shall not be liable for any breach of such responsibilities and obligations with regard to the Property arising from any matters or events occurring after transfer of ownership of the Property by Grantee or its successors and assigns, respectively; provided, however, that each such party shall, notwithstanding such transfer, remain liable for any breach of such responsibilities and obligations to the extent caused by the fault or negligence of such party.

General Provisions:

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

B. 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.

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

D. 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.

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.

23

QUITCLAIM DEED FOR MCWD PROPERTY

IN WITNESS WHEREOF, the Grantor, the FORT ORD REUSE AUTHORITY, has caused these presents to be executed this 1st day of SEPTEMBER, 2004.

FORT ORD REUSE AUTHORITY

By:

Michael A. Houlemard, Jr.
Executive Officer

STATE OF CALIFORNIA

)

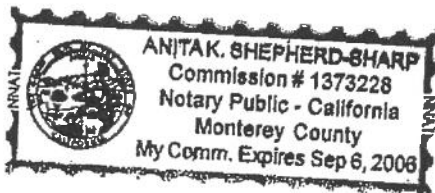
) ss

COUNTY OF MONTEREY

)

On September 1, 2004 before me, the undersigned, a Notary Public in and for said state, personally appeared Michael A. Houlemard, Jr. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.




Anita K. Shepherd-Sharp
Notary Public, State of California

ACCEPTANCE:

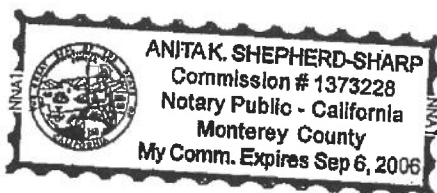
MARINA COAST WATER DISTRICT

By: Charles H. Scholl
CHARLES H. SCHOLL, PRESIDENT

By: 
MICHAEL D. ARMSTRONG, SECRETARY

STATE OF CALIFORNIA)
) ss
COUNTY OF MONTEREY)

On September 1, 2004 before me, the undersigned, a Notary Public in and for said state, personally appeared Charles H. Scholl and Michael D. Armstrong, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by his signature on the instrument the entity upon behalf of which they acted executed the instrument.



WITNESS my hand and official seal.

Ante Shepherd Shores
Notary Public, State of California

DESCRIPTION OF A 10.553 ACRE CORPORATE YARD PARCEL IN
FORT ORD MILITARY RESERVATION
FOR THE MARINA COAST WATER DISTRICT

CERTAIN real property situated in Fort Ord Military Reservation, in Monterey County, California, particularly described as follows:

Commencing at the southeast corner of the 10.553 acre parcel, in common with a corner on the northerly boundary of that certain 12.21 acre parcel shown and designated as Parcel 3 in that certain map entitled "Record of Survey, Boundary of 3 Parcels Being a Portion of Fort Ord Military Reservation in Monterey City Lands Tract No. 1, Monterey County, California for the County of Monterey... etc.", filed November 8, 1996 in Volume 20 of Surveys at page 91, Records of Monterey County, California designated by coordinates of 2136148.72 feet North, and 5740642.12 feet East, being an 1" iron pipe with plastic plug marked "RCE 15310" and the TRUE POINT OF BEGINNING; thence,

- (1) N. $72^{\circ}39'23''$ W., 501.89 feet to an 1" iron pipe with plastic plug marked "RCE 15310"; thence,
- (2) 65.67 feet along a tangent curve to the left having a radius of 2050.00 feet, through a central angle of $1^{\circ}50'08''$ to an 1" iron pipe with plastic plug marked "RCE 15310"; thence, tangentially
- (3) N. $16^{\circ}43'41''$ E., 880.00 feet to an 1" iron pipe with plastic plug marked "RCE 15310"; thence,
- (4) S. $73^{\circ}16'19''$ E., 128.51 feet to an 1" iron pipe with plastic plug marked "RCE 15310"; thence,
- (5) 692.13 feet along a tangent curve to the right having a radius of 440.00 feet, a delta of $90^{\circ}07'38''$ to an 1" iron pipe with plastic plug marked "RCE 15310"; thence,
- (6) S. $16^{\circ}51'19''$ W., 444.07 feet to the TRUE POINT OF BEGINNING.

JOHN M. VAN ZANDER
Registered Civil Engineer #15310
State of California
Expires 31 March 2001

22 December 1998
W.O. 5798.00
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EXHIBIT

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DESCRIPTION OF A 1.717 ACRE FUTURE RESERVOIR PARCEL IN
FORT ORD MILITARY RESERVATION
FOR THE MARINA COAST WATER DISTRICT

CERTAIN real property situated in Fort Ord Military Reservation, in Monterey County, California, particularly described as follows:

Commencing at a corner on the northerly boundary of that certain 12.21 acre parcel shown and designated as Parcel 3 in that certain map entitled "Record of Survey, Boundary of 3 Parcels Being a Portion of Fort Ord Military Reservation in Monterey City Lands Tract No. 1, Monterey County, California for the County of Monterey... etc.", filed November 8, 1996 in Volume 20 of Surveys at page 91, Records of Monterey County, California designated by coordinates of 2136148.72 feet North, and 5740642.12 feet East; thence,

- (a) N. $61^{\circ}03'47''$ E., 1249.00 feet to an 1" iron pipe with plastic plug marked "RCE 15310", the TRUE POINT OF BEGINNING; thence,
- (1) N. $29^{\circ}11'45''$ E., 376.19 feet to an 1" iron pipe with plastic plug marked "RCE 15310"; thence,
- (2) 360.09 feet along a non-tangent curve to the right having a radius of 1680.00 feet (which bears S. $42^{\circ}44'09''$ W.), through a central angle of $12^{\circ}16'50''$, to an 1" iron pipe with plastic plug marked "RCE 15310"; thence,
- (3) S. $34^{\circ}59'00''$ E., 46.70 feet to an 1" iron pipe with plastic plug marked "RCE 15310"; thence,
- (4) S. $87^{\circ}30'45''$ W., 447.07 feet to the TRUE POINT OF BEGINNING,

JOHN M. VAN ZANDER:
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BUILDINGS/STRUCTURES

Building Number	Gross SF	Year Built	Former Use
Parcel L35.1			
T-3101	2000	1943	Storage, GP
T-3102	2000	1943	Storage, GP
T-3104	4425	1943	General Instruction
T-3106	4425	1941	Exchange Branch
T-3107	4724	1941	Administration Facility
T-3109	8480	1943	Recreation Center
T-3122	2010	1943	Confinement Facility
T-3123	2010	1943	Confinement Facility
T-3124	2010	1943	Confinement Facility
T-3125	2000	1943	Storage, GP
T-3126	2010	1943	Confinement Facility
T-3127	2010	1943	Confinement Facility
T-3128	2010	1943	Confinement Facility
T-3129	2010	1943	Confinement Facility
T-3131	2080	1940	Toilet/Shower Facility
T-3132	3540	1940	Administration Facility
T-3133	2000	1943	Confinement Facility
T-3134	2000	1943	Confinement Facility
T-3135	2000	1943	Confinement Facility
T-3145	1920	1943	Confinement Facility
Parcel L35.2	NA		Open space