

**FORT ORD REUSE AUTHORITY
OFFICIAL BUSINESS
REQUEST DOCUMENT TO BE RECORDED
AND EXEMPT FROM RECORDING FEES
PER GOVERNMENT CODE 6103**

**Recording requested by and
when recorded mail to:**

Fort Ord Reuse Authority
920 2nd Avenue
Suite A
Marina, CA 93033

1 Space Above This Line Reserved for Recorder's Use
2
3 Documentary Transfer Tax \$0-government agency, exempt from DTT
4 ____ Computed on full value of property conveyed
5 ____ Computed on full value less liens and encumbrances
6 remaining at time of sale
7
8
9

10 **QUITCLAIM DEED FOR STATE OF CALIFORNIA**
11 (**Portion of Parcel E18.1.1, Parcel E in the City of Seaside**)
12

13 THIS QUITCLAIM DEED ("Deed") is made as of the 26th day of June, 2014,
14 among the **FORT ORD REUSE AUTHORITY** (the "Grantor"), a public corporation of the
15 State of California, created under Title 7.85 of the California Government Code, Chapters 1
16 through 7, inclusive, commencing with Section 67650, *et seq.*, and selected provisions of the
17 California Redevelopment Law, including Division 24 of the California Health and Safety Code,
18 Part 1, Chapter 4.5, Article 1, commencing with Section 33492, *et seq.*, and Article 4,
19 commencing with Section 33492.70, *et seq.*, and recognized as the Local Redevelopment
20 Authority for the former Fort Ord, California, by the Office of Economic Adjustment on behalf
21 of the Secretary of Defense, and the **STATE OF CALIFORNIA** (the "Grantee").
22

23 WHEREAS, The United States of America ("Government") was the owner of certain real
24 property, improvements and other rights appurtenant thereto together with all personal property
25 thereon, located on the former Fort Ord, Monterey County, California, which was utilized as a
26 military installation;
27

28 WHEREAS, The military installation at Fort Ord was closed pursuant to and in
29 accordance with the Defense Base Closure and Realignment Act of 1990, as amended (Public
30 Law 101-510; 10 U.S.C. § 2687 note);
31

32 WHEREAS, the Grantor and the Government entered into the *Memorandum of
33 Agreement Between the United States of America Acting By and Through the Secretary of the
34 Army, United States Department of the Army and the Fort Ord Reuse Authority For the Sale of*

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1 *Portions of the former Fort Ord, California*, dated the 20th day of June 2000, as amended
2 ("MOA"), which sets forth the specific terms and conditions of the sale of portions of the former
3 Fort Ord located in Monterey County, California;

4
5 **WHEREAS**, pursuant to the MOA, the Government conveyed to **Grantor** certain former
6 Fort Ord property within the City of Seaside, California ("City") known as Parcels E18.1.1,
7 E18.1.3, E18.4, E20c.2, E23.1, E23.2, E24, and E34 ("Seaside Property"), by quitclaim deed
8 dated March 19, 2009, and recorded in the County of Monterey, California on May 8, 2009, Series
9 Number 2009028282 ("Government Deed").

10
11 **WHEREAS**, the Government Deed was subsequently amended by deed amendment dated
12 April 8, 2010, and recorded in the County of Monterey, California on May 17, 2010, Series Number
13 2010027224 ("Deed Amendment No. 1"), which terminated and removed the Access Restriction
14 included in the Government Deed for a portion of the County Property lying in the Parker Flats
15 Phase I area ("Phase I Area") including a portion of Parcel E18.1.1, and added certain covenants
16 pursuant to section 120(h)(3)(C)(iii) of the Comprehensive Environmental Response,
17 Compensation, and Liability Act of 1980, as amend ("CERCLA").

18
19 **WHEREAS**, **Grantor** has surveyed and designated the portion of Parcel E18.1.1 that lies
20 within the Phase I Area as Parcel E ("Parcel E").

21
22 **WHEREAS**, the **Grantor** and the City entered into the Implementation Agreement dated
23 May 31, 2001 and recorded in the Office of the Monterey County Recorder as Document:
24 2001088381 ("Implementation Agreement"), which sets forth the specific terms and conditions
25 upon which the **Grantor** agreed to convey and the City agreed to accept title to former Fort Ord
26 property including Parcel E.

27
28 **WHEREAS**, by that certain City of Seaside and Fort Ord Reuse Authority Cemetery
29 Agreement dated April 19, 2013 and amended April 28, 2014 (Seaside/FORA Agreement) the City
30 waived its right to receive title to Parcel E and directed **Grantor** to transfer Parcel E directly to
31 **Grantee** for use as a State veterans cemetery and subject to certain conditions included in the
32 Seaside/FORA Agreement.

33
34 **WHEREAS**, **Grantor** and **Grantee** entered into that certain *Agreement For No Cost*
35 *Transfer and Acceptance of Real Property between the Fort Ord Reuse Authority and the State of*
36 *California for the Conveyance of a Portion of the Former Fort Ord, California for Veteran*
37 *Cemetery Use*, dated December 13, 2013 ("Cemetery Parcel Conveyance Agreement"), which sets
38 forth the terms and conditions for the conveyance of a parcel of land comprising Parcel E and a
39 portion of former Fort Ord land within the jurisdictional boundaries of Monterey County, California
40 ("County") designated Parcel K ("Cemetery Parcel") for the establishment of a state veteran's
41 cemetery ("Veterans Cemetery").

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3
4 WITNESSETH
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8 I. The **Grantor**, for and in consideration of other good and valuable consideration,
9 the receipt and sufficiency of which are hereby acknowledged, releases and quitclaims to the
10 **Grantee**, its successors and assigns forever, all such interest, right, title, and claim as the
11 **Grantor** has in and to Parcel E, more particularly described in Exhibit "A," attached hereto and
12 made a part hereof ("Property") and including the following:
13

- 14 A. All buildings, facilities, roadways, and other improvements, including the storm
15 drainage systems and the telephone system infrastructure, and any other
16 improvements thereon,
17
18 B. All appurtenant easements and other rights appurtenant thereto, permits, licenses,
19 and privileges not otherwise excluded herein, and
20
21 C. All hereditaments and tenements therein and reversions, remainders, issues,
22 profits, privileges and other rights belonging or related thereto.
23

24 This conveyance is made subject to any and all recorded and unrecorded liens, leases,
25 easements, and any other encumbrances on the Property, including without limitation all such
26 liens, leases, easements and encumbrances to which the conveyance under the Government Deed
27 was made subject to as provided below, and those certain encumbrances described in the
28 Whitson Engineers memorandum dated April 12, 2013 set forth in Exhibit "D" to this Deed.
29

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

38 The Government Deed conveying the Property to the **Grantor** and Deed Amendment
39 No. 1 were recorded prior to the recordation of this Deed. In its transfer of the Property to the
40 **Grantor** and the subsequent amendment of the Government Deed, the Government provided
41 certain information regarding the environmental condition of the Property and other property
42 conveyed under the Government Deed including without limitation the Finding of Suitability for
Early Transfer, Former Fort Ord, California, Environmental Services Cooperative Agreement
(ESCA) Parcels and Non-ESCA Parcels (Operable Unit Carbon Tetrachloride Plume) (FOSET 5)
(September 2007) ("FOSET 5"), an environmental baseline survey (EBS) known as the
Community Environmental Response Facilitation Act report, which is referenced in FOSET 5,
and the Final Remedial Design/Remedial Action, Land Use Controls Implementation, and

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1 Operation and Maintenance Plan, Parker Flats Munitions Response Area Phase I, Former Fort
2 Ord Monterey County, California, ("RD/RA LUCI O&M Plan, Parker Flats MRA Phase I").
3 The **Grantor** has no knowledge regarding the accuracy or adequacy of such information.
4 FOSET 5 sets forth the basis for the Government's determination that the Property is suitable for
5 transfer. The Grantee is hereby made aware of the notifications contained in the EBS, FOSET 5,
6 and RD/RA LUCI O&M Plan, Parker Flats MRA Phase I.

7
8 The italicized information below is copied verbatim (except as discussed below) from the
9 Government Deed conveying the Property to the **Grantor** and made a part of this Deed. The
10 **Grantee** hereby acknowledges and assumes all responsibilities with regard to the Property
11 placed upon the **Grantor** under the terms of the aforesaid Government Deed as amended by
12 Deed Amendment No. 1, including the Environmental Protection Provisions at Exhibit "D" to
13 the Government Deed, which are attached hereto and made a part hereof as Exhibit "B" to this
14 Deed, and Deed Amendment No. 1 attached hereto and made a part hereof as Exhibit "C" to this
15 Deed, and **Grantor** grants to **Grantee** all benefits with regard to the Property under the terms of
16 the aforesaid Government Deed as amended. Within the italicized information only, the term
17 "**Grantor**" shall mean the Government, and the term "**Grantee**" shall mean the Fort Ord Reuse
18 Authority ("FORA"); to avoid confusion, the words "the Government" have been added in
19 parenthesis after the word "**Grantor**", and "FORA" has been added in parenthesis after the word
20 "**Grantee**".

21
22 **II. EXCLUSIONS AND RESERVATIONS**

23
24 *This conveyance is made subject to the following EXCLUSIONS and
25 RESERVATIONS:*

26
27 1. *The Property is taken by the Grantee ("FORA") subject to any and all
28 valid and existing recorded outstanding liens, leases, easements, and any other
29 encumbrances made for the purpose of roads, streets, utility systems, rights-of-
30 way, pipelines, and/or covenants, exceptions, interests, liens, reservations, and
31 agreements of record; and any unrecorded easements and any other
32 encumbrances made for the limited purpose of roads, streets, utility systems, and
33 pipelines set forth in Exhibit G.*

34
35
36 2. *The reserved rights and easements set forth in this section are subject
37 to the following terms and conditions:*

38
39 A. *The Grantee ("FORA") is to comply with all applicable Federal
40 law and lawful existing regulations;*

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

9 *C. The easements previously granted or granted herein shall be
10 for the specific use described and may not be construed to include the further
11 right to authorize any other use within the easements unless approved in writing
12 by the fee holder of the land subject to the easement;*

13 *D. Any transfer of the easements by assignment, lease, operating
14 agreement, or otherwise must include language that the transferee agrees to
15 comply with and be bound by the terms and conditions of the original grant;*

16 *E. Unless otherwise provided, no interest reserved shall give the
17 Grantor any right to remove any material, earth, or stone for consideration or
18 other purpose except as necessary in exercising its rights hereunder; and*

19 *F. The Grantor is to restore the area of any easement or right of
20 access so far as it is reasonably possible to do so upon abandonment or release of
21 any easement as provided herein, unless this requirement is waived in writing by
22 the then owner of the Property.*

23 *3. Grantor reserves mineral rights that Grantor owns with the right of
24 surface entry in a manner that does not unreasonably interfere with Grantee's
25 ("FORA") development and quiet enjoyment of the Property.*

26 ***TO HAVE AND TO HOLD*** the Property granted herein to the GRANTEE
27 ("FORA") and its successors and assigns, together with all and singular the
28 appurtenances thereunto belonging or in anywise appertaining, and all the estate,
29 right, title, interest, or claim whatsoever of the GRANTOR, either in law or in
30 equity and subject to the terms, reservations, restrictions, covenants, and
31 conditions set forth in this Deed.

32 **III. CERCLA NOTICE, ASSURANCES, WARRANTY, AND ACCESS PROVISIONS**

33 **1. CERCLA NOTICE**

34 *For the Property, the Grantor provides the following notice and
35 description:*

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1
2 *A. Pursuant to section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive*
3 *Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §*
4 *9620(h)(3)(A)(i)(I) and (II)), available information regarding the type, quantity,*
5 *and location of hazardous substances and the time at which such substances were*
6 *stored, released, or disposed of, as defined in section 120(h), is provided in*
7 *Exhibit B, attached hereto and made a part hereof. Additional information*
8 *regarding the storage, release, and disposal of hazardous substances on the*
9 *Property has been provided to the Grantee ("FORA") in the Finding of*
10 *Suitability for Early Transfer (FOSET) and the documents referenced therein,*
11 *receipt of which the Grantee ("FORA") hereby acknowledges.*

12
13 *B. Pursuant to section 120(h)(3)(A)(i)(III) of the Comprehensive*
14 *Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §*
15 *9620(h)(3)(A)(i)(III)), a description of the remedial action taken, if any, on the*
16 *Property is provided in Exhibit C, attached hereto and made a part hereof.*
17 *Additional information regarding the remedial action taken, if any, has been*
18 *provided to the Grantee ("FORA") in the Finding of Suitability for Early*
19 *Transfer (FOSET) and the documents referenced therein, receipt of which the*
20 *Grantee ("FORA") hereby acknowledges.*

21
22 **2. CERCLA RESPONSE ACTION ASSURANCES**

23
24 *For the Property, the Grantor provides the following description and assurances:*

25
26 *A. Pursuant to section 120(h)(3)(C)(ii)(I) and (II) of the Comprehensive*
27 *Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C.*
28 *§9620(h)(3)(C)(ii)(I) and (II)), the Environmental Protection Provisions located*
29 *at Exhibit D, attached hereto and made a part hereof, provide the conditions,*
30 *restrictions, and notifications necessary to ensure protection of human health and*
31 *the environment and to preclude any interference with ongoing or completed*
32 *remediation activities at the former Fort Ord.*

33
34 *B. Pursuant to section 120(h)(3)(C)(ii)(III) of the Comprehensive*
35 *Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C.*
36 *§9620(h)(3)(C)(ii)(III)), all corrective, remedial, or response actions necessary to*
37 *protect human health and the environment will be taken with respect to any*
38 *hazardous substance remaining on the Property as a result of storage, release, or*
39 *disposal prior to the date of transfer, in accordance with the compliance*
40 *schedule. The schedule will be developed in cooperation with the U.S.*
41 *Environmental Protection Agency and the State of California. The schedules may*

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3
4 *be changed as provided by the Fort Ord Federal Facility Agreement (FFA), as*
5 *amended, and the Administrative Order on Consent (AOC).*

6
7 *C. Any corrective, remedial, or response action found to be necessary*
8 *after the date of transfer shall be conducted by the Grantor, except those actions*
9 *conducted by the Grantee ("FORA") on behalf of the Grantor. This warranty*
10 *shall not apply in any case in which the person or entity to whom the Property is*
11 *transferred is a potentially responsible party with respect to such property. For*
12 *purposes of this warranty, Grantee ("FORA") shall not be considered a*
13 *potentially responsible party solely due to the presence of a hazardous substance*
14 *remaining on the Property on the date of this instrument. Further, the Grantor*
15 *shall not be relieved of any obligation under CERCLA to perform any remedial*
16 *action found to be necessary after the date of this Deed with regard to any*
17 *hazardous substances remaining on the Property as of the date of this Deed if the*
18 *Grantee ("FORA") is subsequently determined to be a potentially responsible*
19 *party with respect to hazardous substances placed on the Property after the date*
20 *of this Deed.*

21
22 *D. Pursuant to section 120(h)(3)(C)(ii)(IV) of the Comprehensive*
23 *Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C.*
24 *§9620(h)(3)(C)(ii)(IV), the Grantor has submitted and will continue to submit*
25 *through its established budget channels to the Director of the Office of*
26 *Management and Budget a request for funds that adequately addresses schedules*
27 *for investigation and completion of all response actions required. Expenditure of*
28 *any federal funds for such investigations or response actions is subject to*
29 *Congressional authorization and appropriation of funds for that purpose. The*
30 *Grantor will submit its funding request for the projects needed to meet the*
31 *schedule of necessary response actions.*

32
33 **3. RIGHT OF ACCESS**

34
35 *A. Pursuant to section 120(h)(3)(A)(iii) of the Comprehensive*
36 *Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §*
37 *9620(h)(3)(A)(iii)), the United States retains and reserves a perpetual and*
38 *assignable easement and right of access on, over, and through the Property, to*
39 *enter upon the Property in any case in which a remedial or corrective action is*
40 *found to be necessary on the part of the United States, without regard to whether*
41 *such remedial action or corrective action is on the Property or on adjoining or*
42 *nearby lands. Such easement and right of access includes, without limitation, the*
43 *right to perform any environmental investigation, survey, monitoring, sampling,*
44 *testing, drilling, boring, coring, test-pitting, installing monitoring or pumping*
45 *wells or other treatment facilities, response action, corrective action, or any other*

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1 action necessary for the United States to meet its responsibilities under applicable
2 laws and as provided for in this instrument. Such easement and right of access
3 shall be binding on the Grantee ("FORA"), its successors and assigns, and shall
4 run with the land.

5
6 B. In exercising such easement and right of access, the United
7 States shall provide the Grantee ("FORA") or its successors or assigns, as the
8 case may be, with reasonable notice of its intent to enter upon the Property and
9 exercise its rights under this covenant, which notice may be severely curtailed or
10 even eliminated in emergency situations. The United States shall use reasonable
11 means, but without significant additional costs to the United States, to avoid and
12 to minimize interference with the Grantee's ("FORA") and the Grantee's
13 ("FORA") successors' and assigns' quiet enjoyment of the Property. At the
14 completion of work, the work site shall be reasonably restored. Such easement
15 and right of access includes the right to obtain and use utility services, including
16 water, gas, electricity, sewer, and communications services available on the
17 Property at a reasonable charge to the United States. Excluding the reasonable
18 charges for such utility services, no fee, charge, or compensation will be due the
19 Grantee ("FORA") nor its successors and assigns, for the exercise of the
20 easement and right of access hereby retained and reserved by the United States.
21

22
23 C. In exercising such easement and right of access, neither the
24 Grantee ("FORA") nor its successors and assigns, as the case may be, shall have
25 any claim at law or equity against the United States or any officer or employee of
26 the United States based on actions taken by the United States or its officers,
27 employees, agents, contractors of any tier, or servants pursuant to and in
28 accordance with this clause provided, however, that nothing in this paragraph
29 shall be considered as a waiver by the Grantee ("FORA") and its successors and
30 assigns of any remedy available to them under the Federal Tort Claims Act. In
31 addition, the Grantee ("FORA"), its successors and assigns, shall not interfere
32 with any response action or corrective action conducted by the Grantor on the
33 Property.

34 **IV. "AS IS"**

35
36 A. The Grantee ("FORA") acknowledges that it has inspected or has had the
37 opportunity to inspect the Property and accepts the condition and state of repair
38 of the subject Property. Except as otherwise provided herein, the Grantee
39 ("FORA") understands and agrees that the Property and any part thereof is
40 offered "AS IS" without any representation, warranty, or guaranty by the
41 Grantor as to quantity, quality, title, character, condition, size, or kind, or that the
42 same is in condition or fit to be used for the purpose(s) intended by the Grantee

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1 ("FORA"), and no claim for allowance or deduction upon such grounds will be
2 considered.

3
4 *B. No warranties, either express or implied, are given with regard to the*
5 *condition of the Property, including, without limitation, whether the Property*
6 *does or does not contain asbestos or lead-based paint. The Grantee ("FORA")*
7 *shall be deemed to have relied solely on its own judgment in assessing the overall*
8 *condition of all or any portion of the Property, including, without limitation, any*
9 *asbestos or lead-based paint. The failure of the Grantee ("FORA") to inspect or*
10 *to exercise due diligence to be fully informed as to the condition of all or any*
11 *portion of the Property offered will not constitute grounds for any claim or*
12 *demand against the United States.*

13
14 *C. Nothing in this "As Is" provision will be construed to modify or negate the*
15 *Grantor's obligation under law.*

16
17 **V. HOLD HARMLESS**

18
19 *A. To the extent authorized by law, the Grantee ("FORA"), its successors and*
20 *assigns, covenant and agree to indemnify and hold harmless the Grantor, its*
21 *officers, agents, and employees from (1) any and all claims, damages, judgments,*
22 *losses, and costs, including fines and penalties, arising out of the violation of the*
23 **NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS** in this
24 *Deed by the Grantee ("FORA"), its successors and assigns, and (2) any and all*
25 *claims, damages, and judgments arising out of, or in any manner predicated*
26 *upon, exposure to asbestos or lead-based paint on any portion of the Property*
27 *after the date of conveyance.*

28
29 *B. The Grantee ("FORA"), its successors and assigns, covenant and agree that*
30 *the Grantor shall not be responsible for any costs associated with modification or*
31 *termination of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE*
32 **COVENANTS** in this Deed, including without limitation, any costs associated
33 *with additional investigation or remediation of asbestos, lead-based paint, or*
34 *other condition on any portion of the Property.*

35
36 *C. Nothing in this Hold Harmless provision will be construed to modify or negate*
37 *the Grantor's obligation under law.*

38
39 **VI. POST-TRANSFER DISCOVERY OF CONTAMINATION**

40
41 *Grantee ("FORA"), its successors and assigns, as consideration for the*
42 *conveyance of the Property, agree to release Grantor from any liability or*

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1 responsibility for any claims arising solely out of the release of any hazardous
2 substance or petroleum product on the Property occurring after the date of the
3 delivery and acceptance of this Deed, where such substance or product was
4 placed on the Property by the Grantee ("FORA"), or its successors, assigns,
5 employees, invitees, agents or contractors, after the conveyance. This paragraph
6 shall not affect the Grantor's responsibilities to conduct response actions or
7 corrective actions that are required by applicable laws, rules and regulations, or
8 the Grantor's indemnification obligations under applicable laws.

9

10 **VII. ENVIRONMENTAL PROTECTION PROVISIONS**

11

12 The Environmental Protection Provisions are at Exhibit D, which is attached
13 hereto and made a part hereof. These provisions are intended to ensure
14 protection of human health and the environment and to preclude any interference
15 with ongoing or completed remediation activities at the former Fort Ord. The
16 Grantee ("FORA") shall not transfer or lease the Property or any portion
17 thereof, or grant any interest, privilege, or license whatsoever in connection with
18 the Property, or any portion thereof, without the inclusion of the Environmental
19 Protection Provisions contained herein to the extent applicable to the Property or
20 a portion thereof, and shall require the inclusion of applicable Environmental
21 Protection Provisions in all further deeds, easements, transfers, leases, or grant
22 of any interest, privilege, or license concerning the Property or the applicable
23 portion thereof.

24

25

26 **VIII ENFORCEMENT AND NOTICE REQUIREMENT**

27

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

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1 *assigns, and only with respect to matters occurring during the period of time such*
2 *Grantee ("FORA"), its successors or assigns, owned or occupied such Property*
3 *or any portion thereof.*

5 **X. NOTICE OF NON-DISCRIMINATION**

7 *With respect to activities related to the Property, the Grantee ("FORA")*
8 *covenants for itself, its successors and assigns, that the Grantee ("FORA"), and*
9 *such successors and assigns, shall not discriminate upon the basis of race, color,*
10 *religion, sex, age, handicap, or national origin in the use, occupancy, sale or*
11 *lease of the Property, or in their employment practices conducted thereon in*
12 *violation of the provisions of Title VI of the Civil Rights Act of 1964, as amended*
13 *(42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); and*
14 *the Rehabilitation Act of 1973, as amended, (29 U.S.C. § 794). This covenant*
15 *shall not apply, however, to the lease or rental of a room or rooms within a family*
16 *dwelling unit; nor shall it apply with respect to religion to premises used*
17 *primarily for religious purposes. The Grantor shall be deemed a beneficiary of*
18 *this covenant without regard to whether it remains the owner of any land or*
19 *interest therein in the locality of the Property hereby conveyed, and shall have the*
20 *sole right to enforce this covenant in any court of competent jurisdiction.*

22 **XI. ANTI-DEFICIENCY ACT STATEMENT**

24 *The Grantor's obligation to pay or reimburse any money under this Deed*
25 *is subject to the availability of appropriated funds to the Department of the Army,*
26 *and nothing in this Deed shall be interpreted to require obligations or payments*
27 *by the Grantor in violation of the Anti-Deficiency Act (Public Law 97-258, 31*
28 *U.S.C. § 1341).*

31 II. Use of Property. Grantee shall use the Property exclusively for the Veterans
32 Cemetery (as defined in Cemetery Parcel Conveyance Agreement) pursuant to the terms and
33 conditions of the Cemetery Parcel Conveyance Agreement and the Seaside/FORA Agreement.
34 Grantee shall convey title to the Property to the City, or such other entity as the City may
35 identify or direct, within 180 days of the date on which any one of the following conditions is
36 met:

- 38
39 A. the Veterans Cemetery is not approved and permitted by all necessary local,
40 state, and federal authorities by June 30, 2020, or

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- 3
- 4 B. Grantee elects not to proceed with the construction and operation of the
5 Veterans Cemetery on the Cemetery Parcel, or
6
- 7 C. if Grantee commences construction and begins operation of any part of the
8 Veterans Cemetery by June 30, 2020, there shall be no reversion or retransfer
9 pursuant to this condition, or
10
- 11 D. (e) use of the Cemetery Parcel as the Veterans Cemetery is discontinued for
12 more than two consecutive years.

13 **Grantee** waives the statutes of limitation and their equitable analogs if the City initiates
14 litigation or other proceedings to compel performance of the conveyance obligation in this
15 section II.

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

26 IV. General Provisions:

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

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

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

FORA FOSET 5 OUTDEED, SEASIDE PORTION OF CEMETERY PARCEL,
STATE OF CALIFORNIA

1 D. Captions. The captions in this Deed have been inserted solely for
2 convenience of reference and are not a part of this Deed and shall have no effect upon
3 construction or interpretation.
4

5 E. Right to Perform. Any right which is exercisable by the **Grantee**, and its
6 successors and assigns, to perform under this Deed may also be performed, in the event
7 of non-performance by the **Grantee**, or its successors and assigns, by a lender of the
8 **Grantee** and its successors and assigns.
9

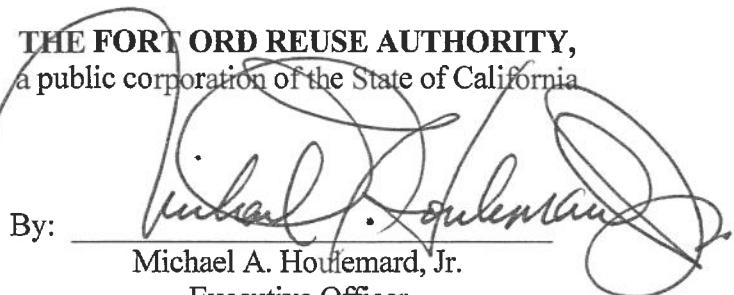
10 The conditions, restrictions, and covenants set forth in this Deed are a binding servitude
11 on the herein conveyed Property and will be deemed to run with the land in perpetuity.
12 Restrictions, stipulations and covenants contained herein will be inserted by the **Grantee**
13 verbatim or by express reference in any deed or other legal instrument by which it divests itself
14 of either the fee simple title or any other lesser estate in the Property or any portion thereof. All
15 rights and powers reserved to the **Grantor**, and all references in this Deed to **Grantor** shall
16 include its successors in interest. The **Grantor** may agree to waive, eliminate, or reduce the
17 obligations contained in the covenants, PROVIDED, HOWEVER, that the failure of the
18 **Grantor** or its successors to insist in any one or more instances upon complete performance of
19 any of the said conditions shall not be construed as a waiver or a relinquishment of the future
20 performance of any such conditions, but the obligations of the **Grantee**, its successors and
21 assigns, with respect to such future performance shall be continued in full force and effect.
22
23
24

25 [Signature Pages Follow]
26

1 FORA FOSET 5 OUTDEED, SEASIDE PORTION OF CEMETERY PARCEL,
2 STATE OF CALIFORNIA

1 IN WITNESS WHEREOF, the Grantor, the FORT ORD REUSE AUTHORITY, has
2 caused this Deed to be executed this 26th day of June, 2013.

3
4
5 **THE FORT ORD REUSE AUTHORITY,**
6 a public corporation of the State of California
7
8
9
10

11 By: 
12 Michael A. Houlemaid, Jr.
13 Executive Officer
14

15 STATE OF CALIFORNIA
16

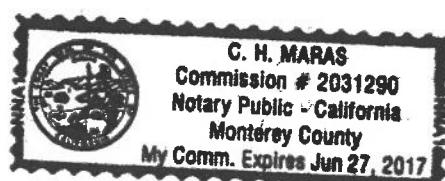
17 COUNTY OF Monterey

18 On 4/26/14 before me, C. H. Maras, (name of notary
19 public) personally appeared Michael A. Houlemaid, Jr. who proved
20 to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to
21 the within instrument and who acknowledged to me that he/she/they executed the same in their
22 authorized capacity(ies), and by his/her/their signature(s) on the instrument the person(s), or
23 entity upon behalf of which the person(s) acted, executed the instrument.
24

25 I certify under PENALTY of PERJURY under the laws of the state of California that the
26 foregoing paragraph is true and correct.
27

28 WITNESS my hand and official seal.
29

30 
31
32
33
34



**FORA FOSET 5 OUTDEED, SEASIDE PORTION OF CEMETERY PARCEL,
STATE OF CALIFORNIA**

Agency: Department of Veterans Affairs
Project Name: California Central Coast
Veterans Cemetery
Project File No: 131929

DGS Parcel No: 10799
Assessor Parcel No: Portion of
031-151-048-000
County: Monterey

1

2

3

CERTIFICATE OF ACCEPTANCE

4

5

6 This is to certify that, pursuant to Sections 15853 and 27281 of the California Government
7 Code, the interest in real property conveyed by the Quitclaim Deed dated _____ from FORT
8 ORD REUSE AUTHORITY, a public corporation of the State of California, to the STATE OF
9 CALIFORNIA is hereby accepted by the undersigned officer on behalf of the State Public Works
10 Board pursuant to the approval action by said Board and duly adopted on December 13, 2013.
11 The Grantee consents to the recordation thereof by its duly authorized officer.

12

13

ACCEPTED:

STATE OF CALIFORNIA
State Public Works Board

By: _____
, Deputy Director

Date: _____

APPROVED:

STATE OF CALIFORNIA
Director, Department of General Services

By: _____
Michael P. Butler, Chief
Real Property Services Section

Date: _____

CONSENT:

DEPARTMENT OF VETERANS AFFAIRS

By: _____
Peter J. Gravett, Secretary

Date: _____

14

**FORA FOSET 5 OUTDEED, SEASIDE PORTION OF CEMETERY PARCEL,
STATE OF CALIFORNIA**

1

EXHIBIT "A"

2

3

Description of Property

4

EXHIBIT "A"

Parcel E Legal Description

Certain real property situate in the incorporated area of the City of Seaside and being a portion of the land shown as Parcel B on the map filed February 13, 2008 in Volume 29 of Surveys at Page 106 Official Records of Monterey County, State of California, being more particularly described as follows:

Beginning at point, said point being distant South 46° 51' 36" East, 17.29 feet from the southerly terminus of the course shown as N2° 22' 00E, 1023.31' on said map, Official Records of said County, thence from said point of beginning

- 1) Northerly along the arc to the right, the center of which bears North 78° 07' 00" East, having a radius of 20.00 feet, through a central angle of 117° 07' 49", for an arc length of 40.89 feet, to a point of reverse curvature; thence
- 2) Easterly along the arc to the left, the center of which bears North 15° 14' 49" East, having a radius of 552.00 feet, through a central angle of 13° 02' 02", for an arc length of 125.57 feet to a point of reverse curvature; thence
- 3) South 5° 24' 15" East, 194.48 feet; thence
- 4) South 41° 53' 00" East, 53.63 feet; thence
- 5) North 84° 35' 45" East, 278.11 feet; thence
- 6) North 5° 24' 15" West, 232.73 feet; thence
- 7) North 84° 35' 45" East, 297.28 feet; thence
- 8) Northerly along the arc to the left, having a radius of 1832.00 feet, through a central angle of 20° 16' 03", for an arc length of 648.04 feet; thence
- 9) North 64° 19' 42" East, 542.01 feet; thence
- 10) Northerly along the arc to the right, having a radius of 468.00 feet, through a central angle of 0° 59' 30", for an arc length of 8.10 feet more or less to a point on the easterly line of said Parcel B also being the city limit line of the City of Seaside; thence southerly along said easterly line and City limit line
- 11) South 18° 59' 46" West, 1938.87 feet; thence departing said easterly line and said City limit line
- 12) Northerly along a non-tangent arc to the right, the center of which bears North 36° 12' 11" East, having a radius of 2468.00 feet, through a central angle of 11° 54' 49", for an arc length of 513.18 feet; thence tangentially
- 13) North 41° 53' 00" West, 1237.64 feet; thence

LEGAL DESCRIPTION

Page 2 of 2

March 22, 2013

Job No.: 1827.13

14) Northerly along the arc to the right, having a radius of 91.00 feet, through a central angle of 30° 00' 00", for an arc length of 47.65 feet; thence

15) North 11° 53' 00" West, 59.60 feet to the point of beginning.

Containing an area of 32.23 acres, more or less.

Attached hereto is a plat to accompany legal description, and by this reference made a part hereof.

END OF DESCRIPTION

PREPARED BY:

WHITSON ENGINEERS



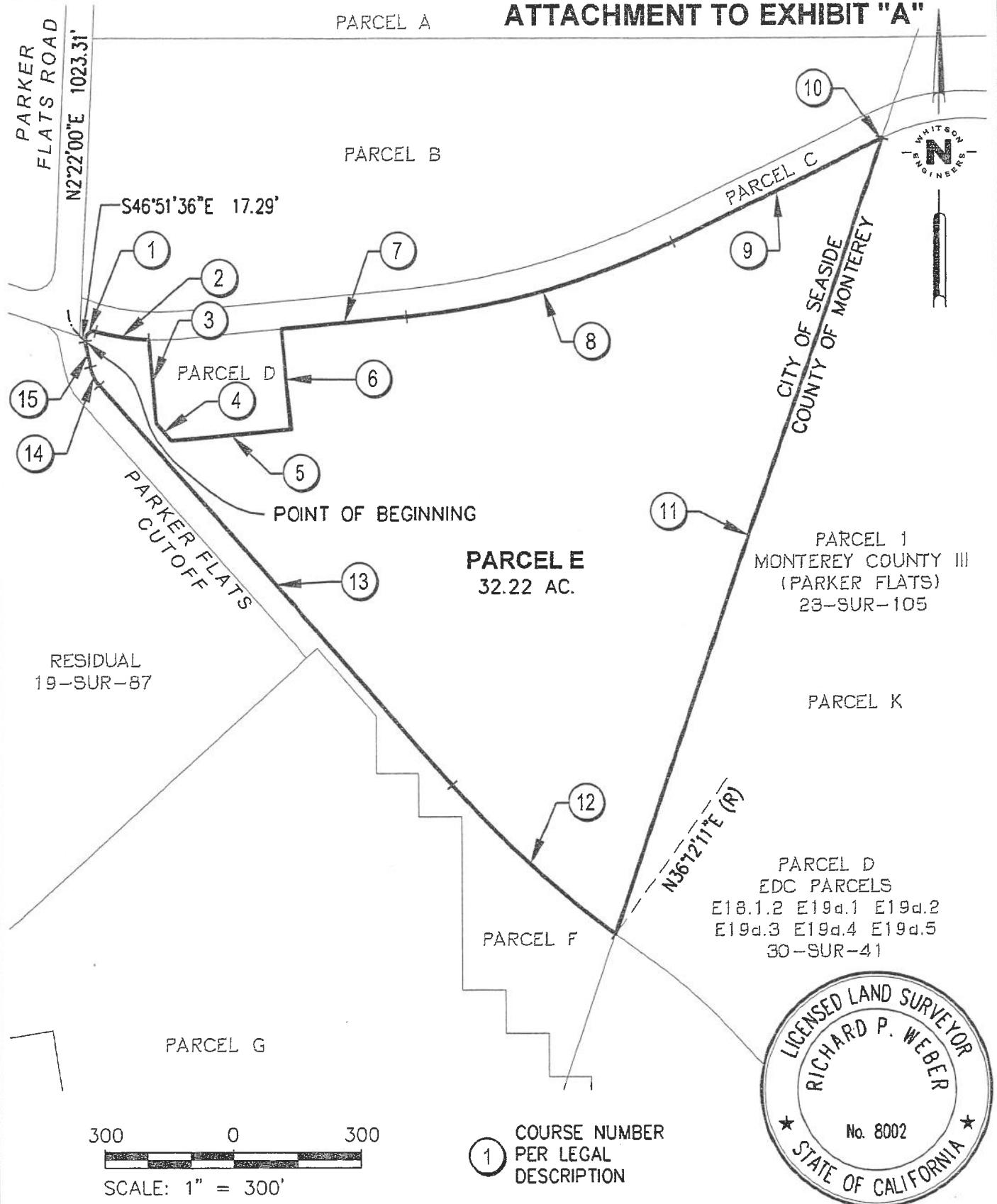
RICHARD P. WEBER P.L.S.
L.S. NO. 8002

Job No.: 1827.13



PARCEL A

ATTACHMENT TO EXHIBIT "A"



**FORA FOSET 5 OUTDEED, SEASIDE PORTION OF CEMETERY PARCEL,
STATE OF CALIFORNIA**

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EXHIBIT "B"

**Exhibit "D" to the Government Deed
Environmental Protection Provisions**

EXHIBIT D**ENVIRONMENTAL PROTECTION PROVISIONS****1. FEDERAL FACILITY AGREEMENT**

The Grantor acknowledges that the former Fort Ord has been identified as a National Priorities List (NPL) Site under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) of 1980, as amended. The Grantee acknowledges that the Grantor has provided it with a copy of the Fort Ord Federal Facility Agreement (FFA), as amended, entered into by the United States Environmental Protection Agency (USEPA) Region 9, the State of California Department of Toxic Substances Control (DTSC) and the State of California Regional Water Quality Control, Central Coast Region (RWQCB), and the Department of the Army (Army), effective on November 19, 1990, and will provide the Grantee with a copy of the First Amendment to the Federal Facility Agreement and any further amendments thereto. For so long as the Property remains subject to the FFA, the Grantee, its successors and assigns, agree that they will not interfere with United States Department of the Army activities required by the FFA, as amended. In addition, should any conflict arise between the FFA, as amended, and the deed provisions, the FFA provisions, as amended, will take precedence. The Grantor assumes no liability to the Grantee, its successors and assigns, should implementation of the FFA, as amended, interfere with their use of the Property.

2. LAND USE RESTRICTIONS

A. The 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.

B. **Excavation Restriction:** The Grantee, its successors and assigns, shall comply with City of Seaside Municipal Code Chapter 15.34 when conducting any ground disturbing or intrusive activities (e.g. digging, drilling, etc.). The Grantee, its successors and assigns, or any approved contractor, shall not construct, make, or permit any alterations, additions, or improvements to the Property in any way that may violate this restriction.

C. **Residential Use Restriction.** The Grantee, its successors and assigns, shall not use the Property for residential purposes. The Army has agreed to enter into a Covenant to Restrict Use of Property (CRUP), which will include a Residential Use Restriction, with the DTSC pursuant to California Health and Safety Codes 25222.1 and 25355.5 and Civil Code Section 1471. The USEPA also believes any proposals for the residential reuse of the Property should be subject to regulatory review. The CRUP will place additional use restrictions on all of the transferring Property and will be signed prior to transfer. The Army and the DTSC agree that the use of the Property will be restricted as set forth in the CRUP. For purposes of this provision, residential use includes, but is not limited to: single family or multi-family residences; child care facilities; nursing home or assisted living facilities; and any type of educational purpose for children/young adults in grades kindergarten through 12.

Applicable to City of Seaside Parcels E18.1.1, E18.1.3, E18.4, and E20c.2:

D. Access Restriction. Except as provided below, the Property shall not be used for any purposes other than activities associated with the investigation and remediation of MEC and installation of utilities and roadways until the USEPA, in consultation with the DTSC, has certified the completion of remedial action. This Access Restriction is not intended to limit use of existing public access roadways within the Property, including the limited use(s) associated with special events; provided that the use of roadways may be limited or restricted, as necessary, to provide the required minimum separation distance employed during intrusive MEC response actions, and in connection with prescribed burns that may be necessary for the purpose of MEC removal in adjacent areas.

Applicable to City of Seaside Parcels E23.1 and E23.2:

E. Access Restriction. The Property shall not be used for any purposes other than activities associated with the investigation and remediation of MEC and installation of utilities and roadways until the USEPA, in consultation with the DTSC, has certified the completion of remedial action. The Property lies within the historical boundaries of the Impact Area of the former Fort Ord. The Grantor has performed munitions responses on the Property; however, these munitions responses are not complete. The Grantee, its successors and assigns shall not allow access to the Property by unauthorized personnel, and will ensure that personnel authorized to access the Property are provided MEC recognition training, a briefing on the potential explosive hazards present, and coordinate with the Grantee's designated UXO-Qualified Personnel during activities on the Property. The Grantor has not completed munitions responses in the portions of the Impact Area Munitions Response Area (MRA) adjacent to the Property. The Grantee, its successors and assigns, shall not allow access to the Impact Area MRA adjacent to the Property.

Applicable to City of Seaside Parcels E24 and E34:

F. Access Restriction. Except as provided below, the Property shall not be used for any purposes other than activities associated with the investigation and remediation of MEC and installation of utilities and roadways until the USEPA, in consultation with the DTSC, has certified the completion of remedial action. This Access Restriction is not intended to limit use of existing public access roadways within the Property, including the limited use(s) associated with special events; provided that the use of roadways may be limited or restricted, as necessary, to provide the required minimum separation distance employed during intrusive MEC response actions, and in connection with prescribed burns that may be necessary for the purpose of MEC removal in adjacent areas. Portions of the Property lie within the historical boundaries of the Impact Area of the former Fort Ord. The Grantor has performed munitions responses on the Property; however, these munitions responses are not complete. The Grantee, its successors and assigns shall not allow access to the portions of the Property within the historical boundaries of the Impact Area by unauthorized personnel, and will ensure that personnel authorized to access the portions of the Property within the historical boundaries of the Impact Area are provided MEC recognition training, a briefing on the potential explosive hazards present, and coordinate

with the Grantee's designated qualified UXO-Qualified Personnel during activities on the Property. The Grantor has not completed munitions responses in the portions of the Impact Area Munitions Response Area (MRA) adjacent to the Property. The Grantee, its successors and assigns, shall not allow access to the Impact Area MRA adjacent to the Property.

G. 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 this EPP and the provisions of all applicable 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.

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

- 1) Grantor: Director, Fort Ord Office
Army Base Realignment and Closure
P.O. Box 5008
Presidio of Monterey, CA 93944-5008
- 2) USEPA: Chief, Federal Facility and Site Cleanup Branch
Superfund Division
U.S. Environmental Protection Agency, Region 9
75 Hawthorne Street, Mail Code: SFD-8-3
San Francisco, CA 94105-3901
- 3) DTSC: Supervising Hazardous Substances Engineer II
Brownfields and Environmental Restoration Program
Department of Toxic Substances Control
Sacramento Office
8800 Cal Center Drive
Sacramento, CA 95826-3200

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

A. 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 this EPP, MEC does not include small arms ammunition (i.e. ammunition with projectiles that do not contain explosives, other than tracers, that is .50 caliber or smaller or ammunition for shotguns).

B. The Property was previously used for a variety of munitions-related and other military related purposes, including operational ranges for live-fire training; demolitions training; chemical, biological and radiological training; engineering training; and tactical training. Munitions responses were conducted on the Property. Any MEC discovered were disposed of by a variety of methods, including open detonation (blown in place (BIP)) or in a consolidated shot, or destroyed using contained detonation technology. A summary of MEC discovered on the Property is provided in Exhibit E. Site maps depicting the locations of munitions response sites are provided at Exhibit F.

C. After response actions are completed, 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 explosive ordnance disposal (EOD) personnel can be dispatched to address such MEC as required under applicable laws and regulations and at no expense to the Grantee. The Grantee hereby acknowledges receipt of the "Ordnance and Explosives Safety Alert" pamphlet.

D. Easement and Access Rights.

1) 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 munitions response action (e.g. investigation, sampling, testing, test-pitting, surface and subsurface removal) 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.

2) 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.

3) In exercising this easement and right of access, neither the Grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer or employee 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.

E. The Grantee acknowledges receipt of the Track 2 Munitions Response Remedial Investigation/Feasibility Study (Track 2 MR RI/FS) (August 2006).

4. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT

Applicable to City of Seaside Parcels E18.1.1, E18.1.3, E18.4, E23.2, E24, and E34:

A. The Grantee is hereby informed and does acknowledge that non-friable asbestos or asbestos-containing material (ACM) has been found on the Property. The Property may contain improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, that contain non-friable asbestos or ACM. The Occupational Safety and Health Administration (OSHA) and the U.S. Environmental Protection Agency (USEPA) 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.

B. The Grantee covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos. The Grantee agrees to be responsible for any remediation or abatement of asbestos found to be necessary on the Property to include ACM in or on buried pipelines that may be required under applicable law or regulation.

C. 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 Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property with respect to any asbestos or ACM hazards or concerns.

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

Applicable to City of Seaside Parcels E18.1.1, E18.1.3, E18.4, E23.1, E23.2, E24, and E34:

A. The Grantee is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-

based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that there is a risk of exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

B. The Grantee covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property 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 the Property where its use subsequent to sale is intended for residential habitation, the Grantee specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992).

C. 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 Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property with respect to any lead-based paint hazards or concerns.

6. NOTICE OF RARE, THREATENED AND ENDANGERED SPECIES MANAGEMENT

The Grantee acknowledges and agrees to implement the following provisions, as applicable, relative to listed species:

Applicable to City of Seaside Parcels E18.1.1, E18.1.3, E18.4, and E20c.2:

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

B. The March 30, 1999, Biological and Conference Opinion on the Closure and Reuse of Fort Ord, Monterey County, California (1-8-99-F/C-39R), the Biological Opinion on the Closure and Reuse of Fort Ord, Monterey County, California, as it affects Monterey Spineflower Critical Habitat, (1-8-01-F-70R), and the Biological Opinion for the Cleanup and Reuse of Former Fort Ord, Monterey County, California, as it affects California Tiger Salamander and Critical Habitat for Contra Costa Goldfields Critical Habitat (1-8-04-F-25R) identify sensitive biological resources that may be salvaged for use in restoration activities within reserve areas, and allows for development of the Property.

C. The HMP does not exempt the Grantee from complying with environmental regulations enforced by Federal, State, or local agencies; however, CERCLA remedial actions undertaken by the Grantee will be conducted in accordance with the Army's requirements identified in Chapter 3 of the HMP and in existing Biological Opinions. Reuse activities not involving CERCLA may require the Grantee to obtain Endangered Species Act (ESA) (16

U.S.C. §§ 1531 - 1544 et seq.) Section 7 or Section 10(a) permits from the U.S. Fish and Wildlife Service (USFWS); comply with prohibitions against take of listed animals under ESA Section 9; comply with prohibitions against the removal of listed plants occurring on federal land or the destruction of listed plants in violation of any state laws; comply with measures for conservation of state-listed threatened and endangered species and other special-status species recognized by California ESA, or California Environmental Quality Act (CEQA); and comply with local land use regulations and restrictions.

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

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

F. The HMP does not authorize incidental take of any species listed as threatened or endangered under the ESA by entities acquiring land at the former Fort Ord except for those lands undergoing a CERCLA remedial action. The USFWS has recommended that all non-federal entities acquiring land at former Fort Ord apply for ESA Section 10(a)(1)(B) incidental take permits for the species covered in the HMP. The definition of "take" under the ESA includes to harass, harm, hunt, shoot, wound, kill, trap, capture, or collect, or attempt to engage in any such conduct. Although the USFWS will not require further mitigation from these entities that are in conformation with the HMP, those entities without incidental take authorization would be in violation of the ESA if any of their actions resulted in the take of a listed animal species. To apply for a Section 10 (a)(1)(B) incidental take permit, an entity must submit an application form (Form 3-200), a complete description of the activity sought to be covered by the permit, and a conservation plan (50 CFR 17.22[b]).

Applicable to City of Seaside Parcels E23.1, E23.2, E24, and E34:

G. 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.

H. 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.

I. 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: Borderland Development Areas along Natural Resources Management Area (NRMA) Interface Parcels numbered: E23.1, E23.2, E24, and E34.

J. 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.

K. 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 requirements 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:

1) 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.

2) 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 Chapters 3 and 4 of the HMP as applicable to any portion of the Property.

3) 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.

4) 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 within six months from the date the recipient obtains title to the parcel. 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. The six-month deadline for development and submission of a site-specific management plan may be extended by mutual agreement of USFWS, CDFG (if appropriate), and the recipient.

5) 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, and for such other purposes as are identified in the HMP.

6) 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.

7) Grantee shall not transfer, assign, or otherwise convey any portion of, or interest in, the Property subject to the habitat conservation, management or other requirements of the HMP, without the prior written consent of Grantor, acting by and through the USFWS (or designated successor agency), which consent shall not be unreasonably withheld. 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.

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

a) Grantor hereby reserves a reversionary interest in all of the Property. If Grantor (or its assigns), acting through the USFWS or a designated successor agency, determines that those parcels identified in Paragraph 6.I. above or any other portion of the Property subject to a restriction or other requirement of the HMP is not being conserved and/or managed in accordance with the provisions of the HMP, then Grantor may, in its discretion, exercise a right to reenter the Property, or any portion thereof, in which case, the Property, or those portions thereof as to which the right of reentry is exercised, shall revert to Grantor. In the event that Grantor exercises its right of reentry as to all or portions of the Property, Grantee shall execute any and all documents that Grantor deems necessary to perfect or provide recordable notice of the reversion and for the complete transfer and reversion of all right, title and interest in the Property or portions thereof. Subject to applicable federal law, Grantee shall be liable for all costs and fees incurred by Grantor in perfecting the reversion and transfer of title. Any and all improvements on the Property, or those portions thereof reverting back to Grantor, shall become the property of Grantor and Grantee shall not be entitled to any payment therefore.

b) In addition to the right of reentry reserved in paragraph a. above, 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 paragraph 6 of this deed exhibit 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 Paragraph 6 of this deed exhibit 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 reasonably 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, reservations 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, reservations 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.

c) Enforcement of the covenants, conditions, reservations 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.

d) In addition to satisfying Army's responsibilities under Section 7 of the ESA, Grantee's compliance with the covenants, conditions, reservations 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 except while conducting CERCLA remedial actions consistent with Chapter 3 of the HMP and in accordance with the existing biological opinions. Authorization to incidentally take any target HMP wildlife species as a result of reuse activities 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.

**FORA FOSET 5 OUTDEED, SEASIDE PORTION OF CEMETERY PARCEL,
STATE OF CALIFORNIA**

1
2
3
4

EXHIBIT "C"

Government Deed Amendment No. 1

Amendment No. 1 to Deed No. DACA05-9-07-506

FORT ORD REUSE AUTHORITY
OFFICIAL BUSINESS
REQUEST DOCUMENT TO BE RECORDED
AND EXEMPT FROM RECORDING FEES
PER GOVERNMENT CODE 6103

Recording requested by and
when recorded mail to:

KUTAK ROCK LLP
1101 CONNECTICUT AVE, NW STE 1000
WASHINGTON, DC 20036
ATTN: GEORGE SCHLOSSBERG, ESQ.

WE HEREBY CERTIFY THAT THIS IS A FULL,
TRUE AND CORRECT COPY OF THE ORIGINAL RECEIVED
DOCUMENT AS THE SAME APPEARS IN THE
OFFICE OF THE COUNTY RECORDER *Monterey* DAY 11 2010
Monterey COUNTY, STATE OF CALIFORNIA, RECORDED ON *17/10*
IN BOOK *FORA* OF OFFICIAL RECORDS
AT PAGE *707725* SERIAL NO.
CHICAGO TITLE
By *John Schlossberg*

(Space Above This Line For Recorder's Use Only)

DEED AMENDMENT No. 1 FOR
FORT ORD REUSE AUTHORITY (FORA)
CITY OF SEASIDE
COUNTY OF MONTEREY, CALIFORNIA
(Parcels E18.1.1, E18.1.3, E18.4, E20c.2, E23.1, E23.2, E24, and E34)

This DEED AMENDMENT No. 1 ("Deed Amendment No. 1"), between the UNITED STATES OF AMERICA ("GRANTOR"), acting by and through the Director of Real Estate, Headquarters, U.S. Army Corps of Engineers, pursuant to a delegation of authority from the Deputy Assistant Secretary of the Army (Installations & Housing) acting pursuant to a delegation of authority from the SECRETARY OF THE ARMY ("ARMY"), under the Federal Property and Administrative Services Act of 1949, approved June 30, 1949 (Ch. 288), 40 U.S.C. §101, et seq., as amended, and Defense Base Closure and Realignment Act of 1990, Public Law No. 101-510, as amended, and the FORT ORD REUSE AUTHORITY ("FORA" or "GRANTEE"), an agency of the State of California, amends that certain quitclaim deed, dated May 8, 2009, and recorded in the real property records of Monterey County, California, as Document No. 2009028282 ("Quitclaim Deed").

WITNESSETH THAT:

WHEREAS, the former Fort Ord has been identified as a National Priorities List ("NPL") 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 Federal Facility Agreement ("FFA"), and any amendments thereto, entered into by the United States Environmental Protection Agency ("USEPA") Region 9, the State of California, and the ARMY, effective on November 19, 1990;

S

Amendment No. 1 to Deed No. DACA05-9-07-506

WHEREAS, the GRANTOR, in conformance with CERCLA and pursuant to the FFA, and all amendments thereto, is obligated to remediate environmental contamination resulting from GRANTOR activities on the former Fort Ord;

WHEREAS, CERCLA Section 120(h)(3)(C) (42 U.S.C. §9620(h)(3)(C)) allows the USEPA Administrator, with the concurrence of the Governor of the State, to defer the CERCLA covenant warranting that all remedial action necessary to protect human health and the environment has been taken before the date of transfer;

WHEREAS, the Finding of Suitability for Early Transfer ("FOSET"), Former Fort Ord, California, Environmental Services Cooperative Agreement ("ESCA") Parcels and Non-ESCA Parcels (Operable Unit Carbon Tetrachloride Plume) ("FOSET 5") set forth the basis for the GRANTOR's determination that Parcels E18.1.1, E18.1.3, E18.4, E20c.2, E23.1, E23.2, E24, and E34, containing approximately 598.403 acres in the County of Monterey, in the State of California, as legally described in the Quitclaim Deed ("Property"), were suitable for transfer;

WHEREAS, by the Quitclaim Deed, the GRANTOR, for good and valuable consideration, the receipt of which was acknowledged, did REMISE, RELEASE, AND FOREVER QUITCLAIM to the GRANTEE, its successors and assigns, all its right, title, and interest in the Property;

WHEREAS, Section 2, Paragraph D of Exhibit "D" to the Quitclaim Deed ("Access Restriction") restricts use of the Property to activities associated with the investigation and remediation of Munitions and Explosives of Concern ("MEC") and installation of utilities and roadways until the USEPA, in consultation with the State of California, has certified the completion of response actions necessary to protect human health and the environment on the Property;

WHEREAS, such response actions were completed with respect to a portion of Parcel E18.1.1 of the Property as described in Exhibit "A," attached hereto and made a part hereof ("Phase I Property"), pursuant to CERCLA and the FFA; and, as described in the Final Record of Decision, Parker Flats Munitions Response Area, Track 2 Munitions Response Site, Former Fort Ord, California ("Parker Flats MRA ROD"). The ARMY and the USEPA jointly selected the remedy for the Parker Flats Munition Response Area, which includes Land Use Controls ("LUCs") as described in the Parker Flats MRA ROD and FOSET 5 and shown in Exhibit "B", attached hereto and made a part hereof; and the State of California had an opportunity to review and comment on the Parker Flats MRA ROD;

WHEREAS, the Phase I Property lies within the Phase I Parker Flats MRA (as shown in Exhibit "C") and implementation and maintenance of the remedy for the Phase I Parker Flats MRA is described in the Final Remedial Design/Remedial Action, Land Use Controls Implementation, and Operation and Maintenance Plan, Parker Flats Munitions Response Area Phase I, Former Fort Ord Monterey County, California, ("RD/RA LUCI O&M Plan, Parker Flats MRA Phase I") dated August 4, 2009; and pursuant to Section XIV, EPA Approval of Plans and Other Submissions, of the Administrative Order on Consent for Cleanup of Portions of the

Amendment No. 1 to Deed No. DACA05-9-07-506

Former Fort Ord ("AOC"), and after consultation with the California Department of Toxic Substances Control, the USEPA approved the RD/RA LUCI O&M Plan, Parker Flats MRA Phase I in a letter dated July 15, 2009; and based on its review of relevant documents, the USEPA determined all remedial actions were implemented and completed at the Parker Flats MRA in a letter dated July 27, 2009;

NOW THEREFORE, the GRANTOR, acting by and through the Director of Real Estate, Headquarters, U.S. Army Corps of Engineers, hereby amends the Quitclaim Deed:

- (i) to terminate and remove the Access Restriction applicable to the Phase I Property, and
- (ii) pursuant to CERCLA 120(h)(3)(C)(iii), to add the following provisions:

1. CERCLA COVENANT

Pursuant to section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (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 identified pursuant to section 120(h)(3)(A)(i)(I) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 remaining on the Phase I Property has been taken before the date of this Deed Amendment No. 1, and
- B. Any additional remedial action found to be necessary after the date of this Deed Amendment No. 1 shall be conducted by the United States.

This warranty shall not apply in any case in which the person or entity to whom the Phase I Property is transferred is a potentially responsible party with respect to such Phase I 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 Deed Amendment No. 1, provided that GRANTEE has not caused or contributed to a release of such hazardous substance. Further, the GRANTOR shall not be relieved of any obligation under CERCLA to perform any remedial action found to be necessary after the date of this Deed Amendment No. 1 with regard to any hazardous substances remaining on the Phase I Property as of the date of this Deed Amendment No. 1 if the GRANTEE is subsequently determined to be a potentially responsible party with respect to hazardous substances placed on the Phase I Property after the date of this Deed Amendment No. 1.

AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that the GRANTEE, by its acceptance of this Deed Amendment No. 1, agrees that, as part of the consideration for this Deed Amendment No. 1, the GRANTEE covenants and agrees for itself, its successors and assigns, forever, that, except for the removal of the Access Restriction applicable to the Phase I Property as provided in this Deed Amendment No. 1, this Deed

Amendment No. 1 to Deed No. DACA05-9-07-506

Amendment No. 1 in no way abrogates each of the covenants included in the Quitclaim Deed, which shall be binding upon and enforceable against the GRANTEE, its successors and assigns, in perpetuity by the United States and other interested parties as allowed by federal, state or local law. The NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS set forth in the Quitclaim Deed and Deed Amendment No. 1 are a binding servitude on the Phase I Property and shall be deemed to run with the land in perpetuity. The failure to include the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in subsequent conveyances does not abrogate the status of these restrictions as binding upon the parties, their successors and assigns. In all other respects the Quitclaim Deed shall be in full force and effect.

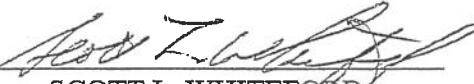
{Signatures follow}

Amendment No. 1 to Deed No. DACA05-9-07-506

IN WITNESS WHEREOF, the GRANTOR has caused this Deed Amendment No. 1 to be executed in its name by the Director of Real Estate, this the 8th day of September, 2010.

UNITED STATES OF AMERICA

By:


SCOTT L. WHITEFORD

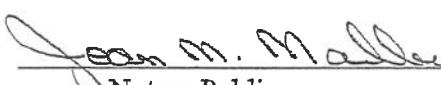
Director of Real Estate

United States Army Corps of Engineers

NOTORIAL CERTIFICATE

DISTRICT OF COLUMBIA: SS

I, Jean M. Malley, a Notary Public in and for the District of Columbia, do hereby certify that this 8th day of April, 2010, Scott L. Whiteford, Director of Real Estate, known to me or proven through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing document, appeared in person and acknowledged before me that the signature on the document was voluntarily affixed by him for the purposes therein stated and that he had due authority to sign the document in the capacity therein stated.


Notary Public

My commission expires the 14th day of October, 2014.

Amendment No. 1 to Deed No. DACA05-9-07-506

ACCEPTANCE:

In Testimony Whereof, witness the signature of the Fort Ord Reuse Authority ("Authority"), an organization organized and existing under the laws of the State of California under the Fort Ord Reuse Authority Act created under Title 7.85 of the California Government Code, Chapters 1 through 7, inclusive, commencing with Section 67650, *et seq.*, and selected provisions of the California Redevelopment Law, including Division 24 of the California Health and Safety Code, Part 1, Chapter 4.5, Article 1, commencing with Section 33492, *et seq.*, and Article 4, commencing with Section 33492.70, *et seq.*, this twenty third day of November, 2009 hereby accepts and approves this Deed Amendment No. 1 for itself, its successors and assigns, and agrees to all the conditions, reservations, restrictions, and terms contained therein.

FORT ORD REUSE AUTHORITY
LOCAL REDEVELOPMENT AUTHORITY

By: Michael A. Houlemand
Michael A. Houlemand, Jr.
Executive Officer

STATE OF CALIFORNIA

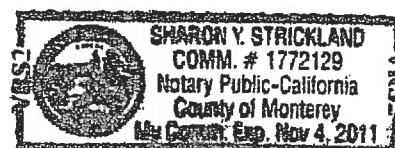
COUNTY OF Monterey

On 11-23-09 before me, Sharon Y. Strickland Notary (name of notary public) personally appeared Michael A. Houlemand, Jr. who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and who acknowledged to me that he/she/they executed the same in their authorized capacity(ies), and by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the state of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Sharon Y. Strickland
(Signature of Notary)



Amendment No. 1 to Deed No. DACA05-9-07-506

EXHIBIT "A"

Legal description and record of survey for the Phase I Property.

EXHIBIT A

Exhibit "A"
Legal Description
Seaside Amend - 506

Certain real property situate in the incorporated area of the City of Seaside, also situate in the City Lands of Monterey, Tract No. 1, County of Monterey, State of California, described as follows:

Being a portion of the land shown as Parcel B on the map filed in Volume 29 of Surveys at Page 106, Official Records of said County, particularly described as follows:

Beginning at a point on the westerly boundary of said Parcel B, from which point the southwesterly terminus of the course shown as N2° 22' 00E, 1023.31' on said map, bears South 2° 22' 00" West, 688.04 feet; thence from said point of beginning

- 1) East, 1934.61 feet more or less to a point on the easterly line of said Parcel B, said point also being on the city limit line of the City of Seaside; thence southerly along said easterly line and said city limit line
- 2) South 18° 59' 46" West, 2531.75 feet; thence departing said easterly line and said city limit line
- 3) West, 43.96 feet; thence
- 4) North, 100.00 feet; thence
- 5) West, 100.00 feet; thence
- 6) North, 100.00 feet; thence
- 7) West, 100.00 feet; thence
- 8) North, 400.00 feet; thence
- 9) West, 100.00 feet; thence
- 10) North, 100.00 feet; thence
- 11) West, 100.00 feet; thence
- 12) North, 132.34 feet; thence
- 13) North 42° 37' 57" West, 41.34 feet; thence
- 14) North 41° 38' 23" West, 167.21 feet; thence
- 15) South 48° 21' 37" West, 33.38 feet more or less to a point on the westerly boundary of said Parcel B as shown on the map filed in Volume 29 of Surveys at Page 106; thence along said westerly boundary
- 16) North 41° 53' 00" West, 791.67 feet; thence

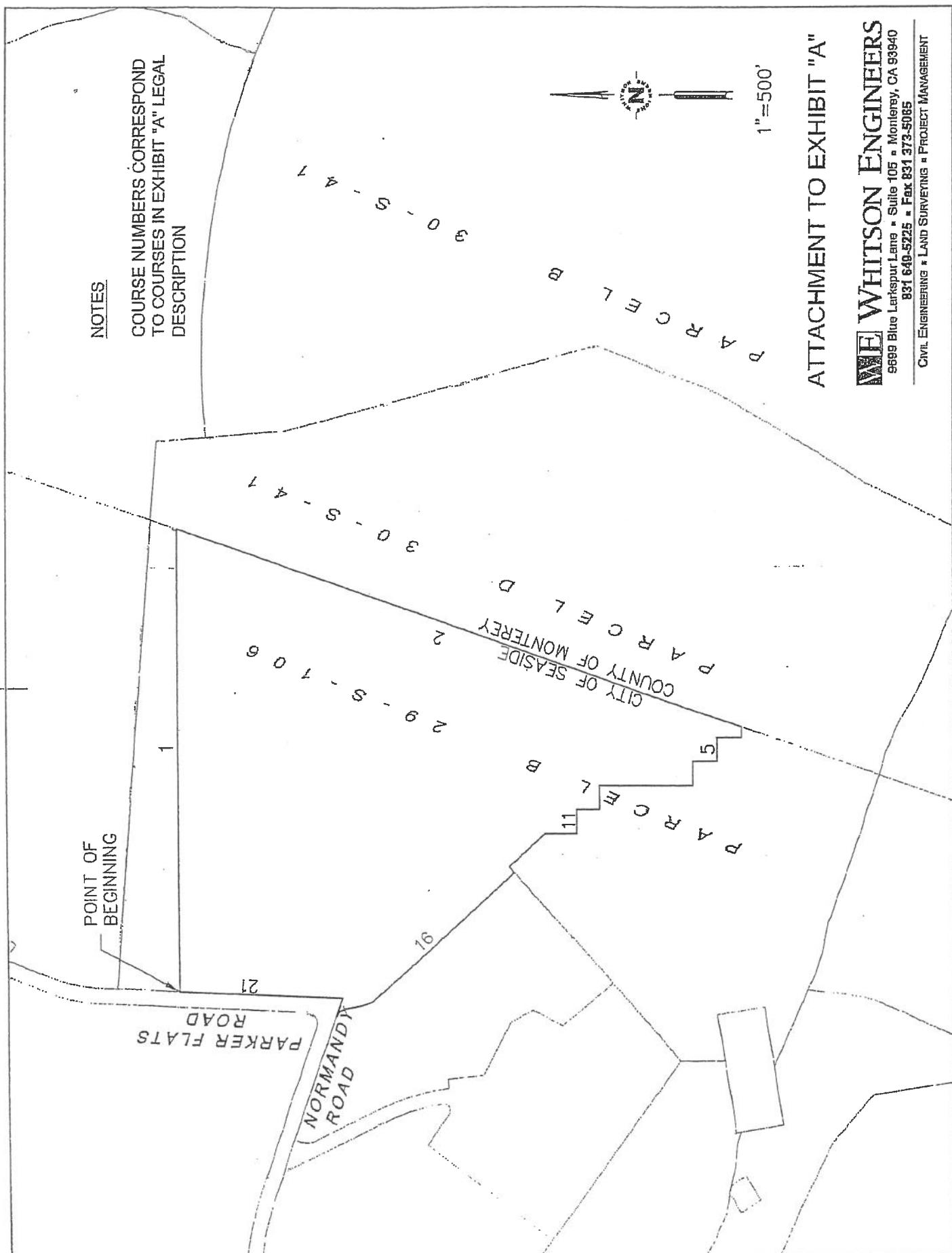
- 17) Along the arc of a tangent curve, the center of which bears North 48° 07' East, 150.00 feet distant, through a central angle of 30° 00' 00", for an arc distance of 78.54 feet; thence
- 18) North 11° 53' 00" West, 74.90 feet; thence
- 19) Along the arc of a tangent curve, the center of which bears South 78° 07' West, 50.00 feet distant, through a central angle of 58° 58' 20", for an arc distance of 51.46 feet; thence
- 20) South 70° 51' 20" East, 85.39 feet; thence
- 21) North 2° 22' 00" East, 688.04 feet to the point of beginning.

Containing an area of 62.62 acres, more or less.

END OF DESCRIPTION

Prepared by:
Whitson Engineers





ATTACHMENT TO EXHIBIT "A"

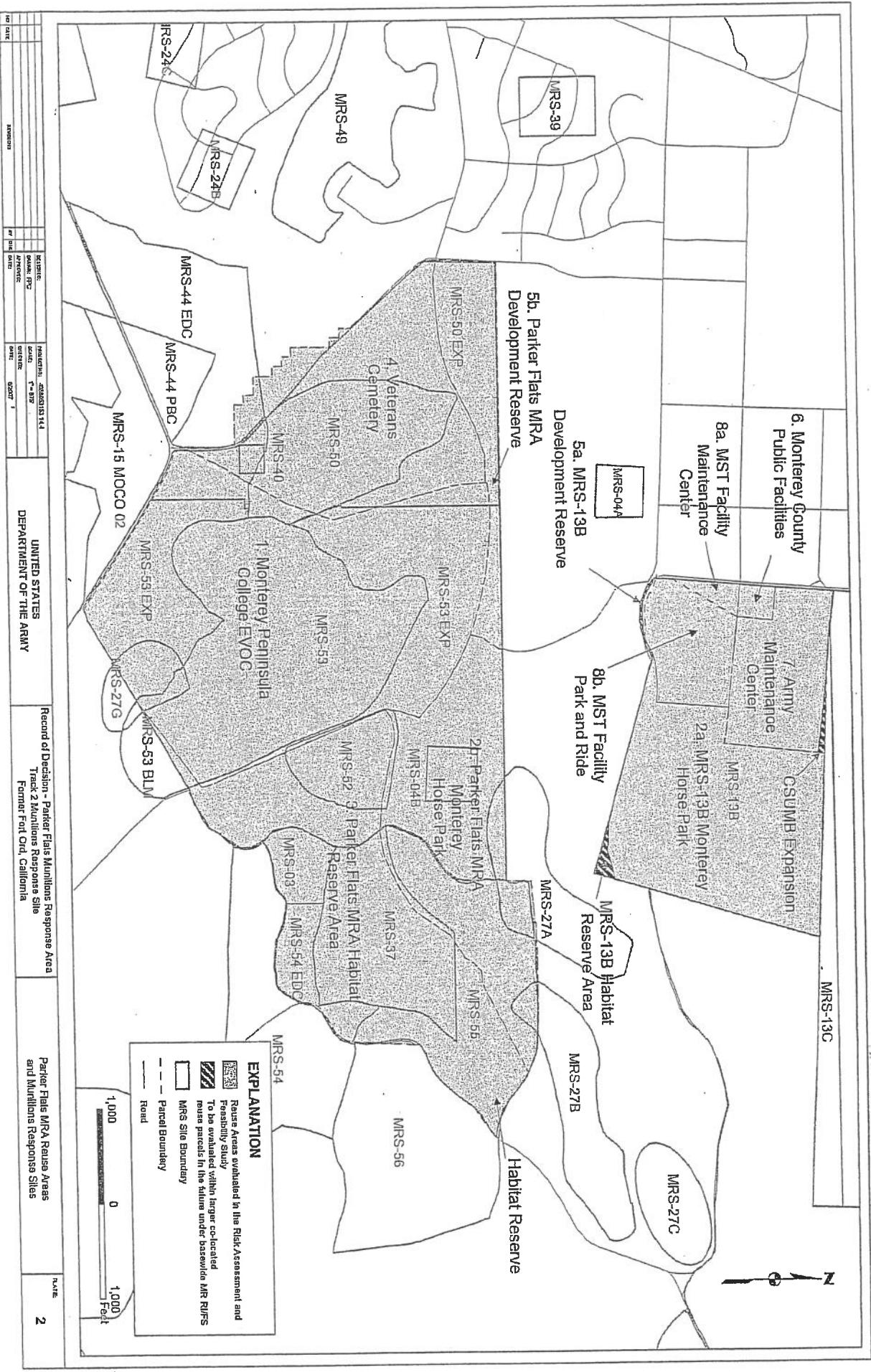
WIE WHITSON ENGINEERS
9699 Blue Larkspr Ln • Suite 105 • Monterey, CA 93940
831 649-5225 • Fax 831 373-5085
CIVIL ENGINEERING • LAND SURVEYING • PROJECT MANAGEMENT

Amendment No. 1 to Deed No. DACA05-9-07-506

EXHIBIT "B"

Map of Parker Flats MRA Reuse Areas and Munitions Response Sites (Plate 2, Parker Flats MRA ROD).

EXHIBIT B



Amendment No. 1 to Deed No. DACA05-9-07-506

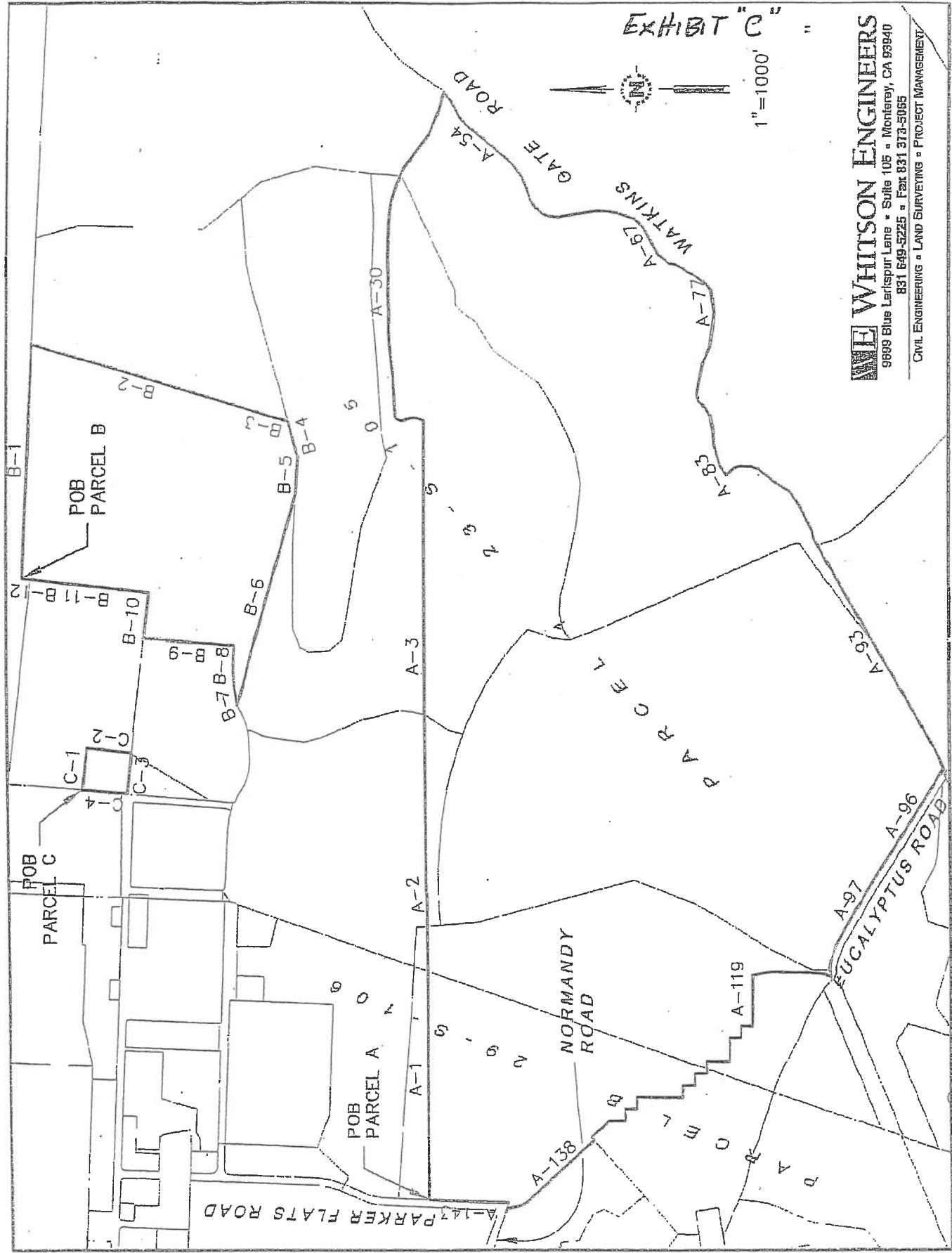
EXHIBIT "C"

Map of the Property and the portion of Parker Flats MRA subject to the RD/RA LUCI O&M Plan, Parker Flats MRA Phase I, dated August 4, 2009 (Figure 2, RD/RA LUCI O&M Plan).

EXHIBIT C

EXHIBIT "C"

EXHIBIT "C"



WHE WHITSON ENGINEERS
9669 Blue Lagoon Lane • Suite 105 • Monterey, CA 93940
831 649-5225 • Fax 831 373-5085
CIVIL ENGINEERING • LAND SURVEYING • PROJECT MANAGEMENT

EXHIBIT "C"

Legal Description

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

Parcel A

Being a portion of the land shown as Parcel 1 on the map filed in Volume 23 of Surveys at Page 105, also being a portion of the land shown as Parcels B and D on the map filed in Volume 30 of Surveys at Page 41, together with a portion of the land shown as Parcel B on the map filed in Volume 29 of Surveys at Page 106, Official Records of said County, particularly described as follows:

Beginning at a point on the westerly line of said Parcel B on said map filed in Volume 29 of Surveys at Page 106, said line being labeled North 2° 22' 00" East on said map, from which point the southwesterly terminus of said course bears South 2° 22' 00" West, 687.88 feet; thence

- A-1) East, 2569.77 feet; thence
- A-2) North 80° 32' 16" East, 38.02 feet; thence
- A-3) East, 3918.98 feet; thence
- A-4) North 21° 9' 41" East, 48.52 feet; thence
- A-5) North 12° 8' 13" East, 23.78 feet; thence
- A-6) North 2° 3' 50" West, 27.77 feet; thence
- A-7) North 14° 10' 41" West, 24.50 feet; thence
- A-8) North 22° 26' 34" West, 24.88 feet; thence
- A-9) North 18° 48' 00" West, 24.82 feet; thence
- A-10) North 2° 56' 08" West, 19.53 feet; thence
- A-11) North 15° 56' 43" East, 20.02 feet; thence
- A-12) North 29° 14' 56" East, 14.33 feet; thence
- A-13) North 36° 23' 04" East, 11.80 feet; thence
- A-14) North 51° 8' 48" East, 11.56 feet; thence
- A-15) North 65° 39' 32" East, 11.52 feet; thence
- A-16) North 84° 24' 30" East, 71.84 feet; thence
- A-17) North 86° 35' 54" East, 71.63 feet; thence

- A-18) North $87^{\circ} 23' 10''$ East, 115.12 feet; thence
- A-19) North $85^{\circ} 58' 00''$ East, 78.19 feet; thence
- A-20) North $83^{\circ} 3' 21''$ East, 78.58 feet; thence
- A-21) North $84^{\circ} 24' 23''$ East, 97.46 feet; thence
- A-22) North $84^{\circ} 9' 55''$ East, 68.86 feet; thence
- A-23) North $83^{\circ} 59' 28''$ East, 28.66 feet; thence
- A-24) North $85^{\circ} 52' 48''$ East, 59.15 feet; thence
- A-25) North $88^{\circ} 3' 31''$ East, 59.03 feet; thence
- A-26) South $89^{\circ} 10' 11''$ East, 69.01 feet; thence
- A-27) South $89^{\circ} 22' 38''$ East, 69.00 feet; thence
- A-28) North $86^{\circ} 39' 42''$ East, 60.10 feet; thence
- A-29) North $88^{\circ} 7' 56''$ East, 92.05 feet; thence
- A-30) North $88^{\circ} 41' 53''$ East, 22.01 feet; thence
- A-31) North $88^{\circ} 48' 23''$ East, 12.00 feet; thence
- A-32) South $88^{\circ} 6' 08''$ East, 83.05 feet; thence
- A-33) North $89^{\circ} 20' 56''$ East, 44.00 feet; thence
- A-34) North $87^{\circ} 6' 31''$ East, 49.56 feet; thence
- A-35) North $89^{\circ} 2' 26''$ East, 104.51 feet; thence
- A-36) South $88^{\circ} 29' 44''$ East, 257.09 feet; thence
- A-37) South $88^{\circ} 48' 23''$ East, 12.00 feet; thence
- A-38) South $85^{\circ} 15' 39''$ East, 96.83 feet; thence
- A-39) South $81^{\circ} 40' 56''$ East, 86.41 feet; thence
- A-40) South $71^{\circ} 44' 53''$ East, 148.47 feet; thence
- A-41) South $65^{\circ} 16' 12''$ East, 66.16 feet; thence
- A-42) South $65^{\circ} 16' 13''$ East, 66.50 feet; thence

- A-43) South 55° 39' 14" East, 109.01 feet; thence
- A-44) South 51° 25' 24" East, 80.59 feet; thence
- A-45) South 50° 41' 17" East, 89.18 feet; thence
- A-46) South 57° 25' 03" East, 78.92 feet; thence
- A-47) South 64° 52' 01" East, 89.47 feet; thence
- A-48) South 67° 47' 55" East, 126.37 feet; thence
- A-49) South 76° 40' 50" East, 141.79 feet; thence
- A-50) South 63° 16' 49" East, 25.92 feet more or less to a point on the easterly line of said Parcel 1 as shown on said map filed in Volume 23 of Surveys at Page 105; thence along said boundary of said Parcel 1
- A-51) South 49° 49' 05" West, 96.45 feet; thence
- A-52) South 62° 19' 42" West, 168.14 feet; thence
- A-53) South 43° 50' 29" West, 115.36 feet; thence
- A-54) South 38° 11' 13" West, 200.81 feet; thence
- A-55) South 40° 27' 38" West, 271.04 feet; thence
- A-56) South 53° 08' 07" West, 144.58 feet; thence
- A-57) South 69° 49' 08" West, 193.32 feet; thence
- A-58) South 54° 59' 05" West, 72.44 feet; thence
- A-59) South 41° 12' 49" West, 80.99 feet; thence
- A-60) South 24° 33' 59" West, 55.05 feet; thence
- A-61) South 5° 54' 51" West, 88.84 feet; thence
- A-62) South 8° 19' 42" East, 329.22 feet; thence
- A-63) South 0° 05' 57" West, 78.52 feet; thence
- A-64) South 8° 37' 33" West, 97.38 feet; thence
- A-65) South 18° 58' 46" West, 165.55 feet; thence
- A-66) South 44° 37' 32" West, 95.77 feet; thence
- A-67) South 60° 52' 39" West, 254.54 feet; thence

- A-68) South 37° 26' 54" West, 126.62 feet; thence
- A-69) South 10° 48' 03" West, 68.50 feet; thence
- A-70) South 29° 22' 04" West, 156.14 feet; thence
- A-71) South 34° 57' 59" West, 139.62 feet; thence
- A-72) South 56° 21' 39" West, 59.71 feet; thence
- A-73) South 82° 29' 44" West, 194.58 feet; thence
- A-74) North 83° 42' 42" West, 287.14 feet; thence
- A-75) North 66° 01' 20" West, 147.39 feet; thence
- A-76) North 79° 00' 34" West, 251.36 feet; thence
- A-77) South 77° 12' 53" West, 55.92 feet; thence
- A-78) South 46° 42' 29" West, 87.18 feet; thence
- A-79) South 58° 47' 57" West, 75.85 feet; thence
- A-80) South 80° 55' 21" West, 132.36 feet; thence
- A-81) South 87° 12' 11" West, 112.47 feet; thence
- A-82) South 71° 38' 58" West, 176.73 feet; thence
- A-83) South 56° 09' 46" West, 97.71 feet; thence
- A-84) South 37° 48' 47" East, 90.91 feet; thence
- A-85) South 17° 07' 11" East, 62.89 feet; thence
- A-86) South 2° 33' 03" West, 88.26 feet; thence
- A-87) South 18° 58' 47" West, 63.58 feet; thence
- A-88) South 36° 47' 12" West, 201.48 feet; thence
- A-89) South 31° 02' 57" West, 121.84 feet; thence
- A-90) South 51° 55' 07" West, 113.23 feet; thence
- A-91) South 61° 32' 12" West, 269.67 feet; thence
- A-92) South 75° 50' 25" West, 66.11 feet; thence

- A-93) South 59° 39' 37" West, 2106.55 feet; thence
- A-94) South 71° 12' 11" West, 111.11 feet; thence departing said boundary of said Parcel 1 along the southerly line of said Parcel B as shown on said map filed in Volume 30 of Surveys at Page 41
- A-95) Along the arc of a non-tangent curve, the center of which bears South 33° 22' 33" West, 5030.00 feet distant, through a central angle of 0° 33' 23", for an arc distance of 48.84 feet; thence
- A-96) North 57° 11' 00" West, 948.60 feet; thence
- A-97) Along the arc of a tangent curve, the center of which bears South 32° 49' West, 10030.00 feet distant, through a central angle of 4° 00' 00", for an arc distance of 700.23 feet; thence
- A-98) Along the arc of a tangent curve, the center of which bears South 28° 49' West, 830.00 feet distant, through a central angle of 12° 08' 00", for an arc distance of 175.77 feet; thence
- A-99) Along the arc of a tangent curve, the center of which bears South 16° 41' West, 280.00 feet distant, through a central angle of 29° 20' 32", for an arc distance of 143.39 feet; thence departing said southerly line of said Parcel B
- A-100) North 45° East, 15.62 feet; thence
- A-101) North 3° 21' 59" East, 8.51 feet; thence
- A-102) North 26° 33' 54" East, 25.71 feet; thence
- A-103) North 7° 27' 38" East, 42.36 feet; thence
- A-104) North 3° 10' 47" East, 36.06 feet; thence
- A-105) North 3° 19' 29" East, 60.35 feet; thence
- A-106) North 2° 28' 18" East, 34.78 feet; thence
- A-107) North 1° 48' 31" East, 47.52 feet; thence
- A-108) North 1° 41' 50" East, 33.76 feet; thence
- A-109) North 1° 7' 24" East, 25.50 feet; thence
- A-110) North 1° 49' 58" East, 31.27 feet; thence
- A-111) North, 60.25 feet; thence
- A-112) North 9° 12' 40" East, 9.37 feet; thence
- A-113) North, 81.50 feet; thence

- A-114) North 3° 41' 29" West, 15.53 feet; thence
- A-115) North 8° 29' 20" West, 50.81 feet; thence
- A-116) North 10° 45' 29" West, 50.89 feet; thence
- A-117) North 13° 37' 37" West, 50.93 feet; thence
- A-118) North 21° 59' 11" West, 1.08 feet; thence
- A-119) West, 421.60 feet; thence
- A-120) North, 100.00 feet; thence
- A-121) West, 100.00 feet; thence
- A-122) North, 100.00 feet; thence
- A-123) West, 200.00 feet; thence
- A-124) North, 200.00 feet; thence
- A-125) West, 100.00 feet; thence
- A-126) North, 100.00 feet; thence
- A-127) West, 100.00 feet; thence
- A-128) North, 100.00 feet; thence
- A-129) West, 100.00 feet; thence
- A-130) North, 400.00 feet; thence
- A-131) West, 100.00 feet; thence
- A-132) North, 100.00 feet; thence
- A-133) West, 100.00 feet; thence
- A-134) North, 132.34 feet; thence
- A-135) North 42° 37' 57" West, 41.34 feet; thence
- A-136) North 41° 38' 23" West, 167.21 feet; thence
- A-137) South 48° 21' 37" West, 33.37 feet more or less to a point on the westerly line of said Parcel B as shown on the map filed in Volume 29 of Surveys at Page 106; thence along said westerly line

A-138) North 41° 53' 00" West, 791.67 feet; thence

A-139) Along the arc of a tangent curve, the center of which bears North 48° 07' East, 150.00 feet distant, through a central angle of 30° 00' 00", for an arc distance of 78.54 feet; thence

A-140) North 11° 53' 00" West, 74.90 feet; thence

A-141) Along the arc of a tangent curve, the center of which bears South 78° 07' West, 50.00 feet distant, through a central angle of 58° 58' 20", for an arc distance of 51.46 feet; thence

A-142) South 70° 51' 20" East, 85.39 feet; thence

A-143) North 2° 22' 00" East, 687.88 feet to the point of beginning.

Parcel B

Being a portion of the land shown as Parcel 1 on the map filed in Volume 23 of Surveys at Page 105 also being a portion of the land shown as Parcel D on the map filed in Volume 30 of Surveys at Page 41, Official Records of said County, particularly described as follows:

Beginning at a point on the northerly line of said Parcel 1 on said map filed in Volume 23 of Surveys at Page 105; thence along said northerly line of said Parcel 1

- B-1) South 87° 45' 00" East, 1940.14 feet; thence departing said northerly line of said Parcel 1
- B-2) South 16° 31' 29" West, 1869.92 feet; thence
- B-3) South 16° 29' 28" West, 385.14 feet; thence
- B-4) South 74° 32' 16" West, 303.66 feet; thence
- B-5) North 86° 54' 02" West, 309.73 feet; thence
- B-6) North 73° 58' 54" West, 1823.92 feet more or less to a point on the northerly line of said Parcel 1; thence along said northerly line
- B-7) Along the arc of a non-tangent curve, the center of which bears South 19° 22' 03" East, 482.00 feet distant, through a central angle of 11° 01' 03", for an arc distance of 92.68 feet; thence
- B-8) Along the arc of a compound tangent curve, the center of which bears South 8° 21' East, 1632.00 feet distant, through a central angle of 14° 13' 51", for an arc distance of 405.35 feet; thence
- B-9) North 4° 50' 13" East, 768.48 feet; thence
- B-10) South 83° 34' 21" East, 382.09 feet; thence
- B-11) North 6° 30' 01" East, 985.25 feet; thence
- B-12) North 6° 27' 43" East, 66.72 feet to the point of beginning.

Parcel C

Being a portion of the land shown as Parcel 1 on the map filed in Volume 23 of Surveys at Page 105, Official Records of said County, particularly described as follows:

Beginning at a point on the northerly line of said Parcel 1 on said map filed in Volume 23 of Surveys at Page 105, said point also being the most westerly corner of Parcel 7 as shown on the map filed in Volume 21 of Surveys at Page 83, Official Records of said County; thence along said northerly line of said Parcel 1 and common boundary of said Parcels 1 and 7

- C-1) South $83^{\circ} 26' 14''$ East, 351.31 feet; thence
- C-2) South $6^{\circ} 36' 58''$ West, 371.08 feet; thence
- C-3) North $83^{\circ} 34' 21''$ West, 339.76 feet; thence departing said northerly line of said Parcel 1
- C-4) North $4^{\circ} 50' 13''$ East, 10.81 feet to a point on said boundary line of said Parcel 1; thence along said boundary line
- C-5) North $4^{\circ} 50' 13''$ East, 361.24 feet to the point of beginning.

END OF DESCRIPTION

Prepared by:
Whitson Engineers



**FORA FOSET 5 OUTDEED, SEASIDE PORTION OF CEMETERY PARCEL,
STATE OF CALIFORNIA**

1
2
3
4
5
6

EXHIBIT "D"

Encumbrances Memorandum



9699 Blue Larkspur Lane • Suite 105 • Monterey, California 93940

831 649-5225 • Fax 831 373-5065

Job No.: 1827.13

MEMORANDUM

DATE: April 12, 2013

TO: Jonathon Garcia – FORA
Jim Arnold - FORA

FROM: Richard Weber, PE LS

SUBJECT: California Central Coast Veterans Cemetery
Condition of Title Exception Analysis

Whitson Engineers has been contracted to perform an exception analysis review of the Condition of Title Report prepared by Chicago Title Company dated December 27, 2012 (CACI7727-7727-4526-0052610439-CTIC-2012-OP-20) in conjunction with the California Central Coast Veterans Cemetery (CCCVC). The exception items (Schedule B, Items 3.1 through 3.16) were reviewed as to their affect on the subject parcels as described in Exhibit "A" of the Condition of Title.

The Condition of Title covers two parcels; Parcels I and II. Parcel I is consistent with Parcel B as shown on the map filed Volume 29 Surveys at Page 106, County of Monterey Official Records (attached). Parcel II is consistent with Parcel D as shown on the map filed Volume 30 Surveys at Page 41, County of Monterey Official Records (attached). It should be noted that two parcels as defined by the Condition of Title Report (Figure 1) encompass a far greater area than what is anticipated for conveyance as the CCCVC (Figure 2). Though many of the exceptions may affect the subject properties, they do not have an effect on the properties slated for conveyance.

Schedule B, Items 1 and 2.1 through 2.5 detailing ownership of the interest and real estate taxes were not analyzed as part of this scope.

Attachment A illustrates the exceptions and the relationship to both the subject properties of the title report, the Army Corp of Engineers (ACOE) Parcels which are referred to in several of the exceptions and the CCCVC areas slated for conveyance, which is a portion of both the subject areas and the ACOE parcels.

Memorandum - CCCVC COT Exception Analysis
Page 2 of 8

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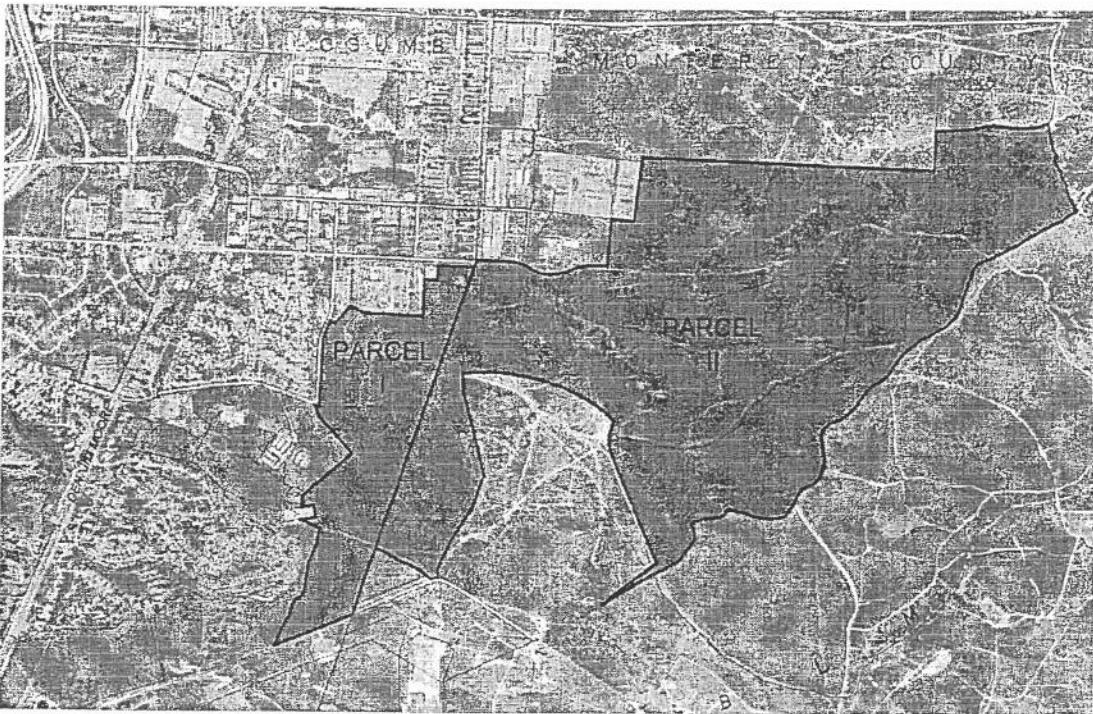


Figure 1: Parcels covered by the Condition of Title (Shaded)

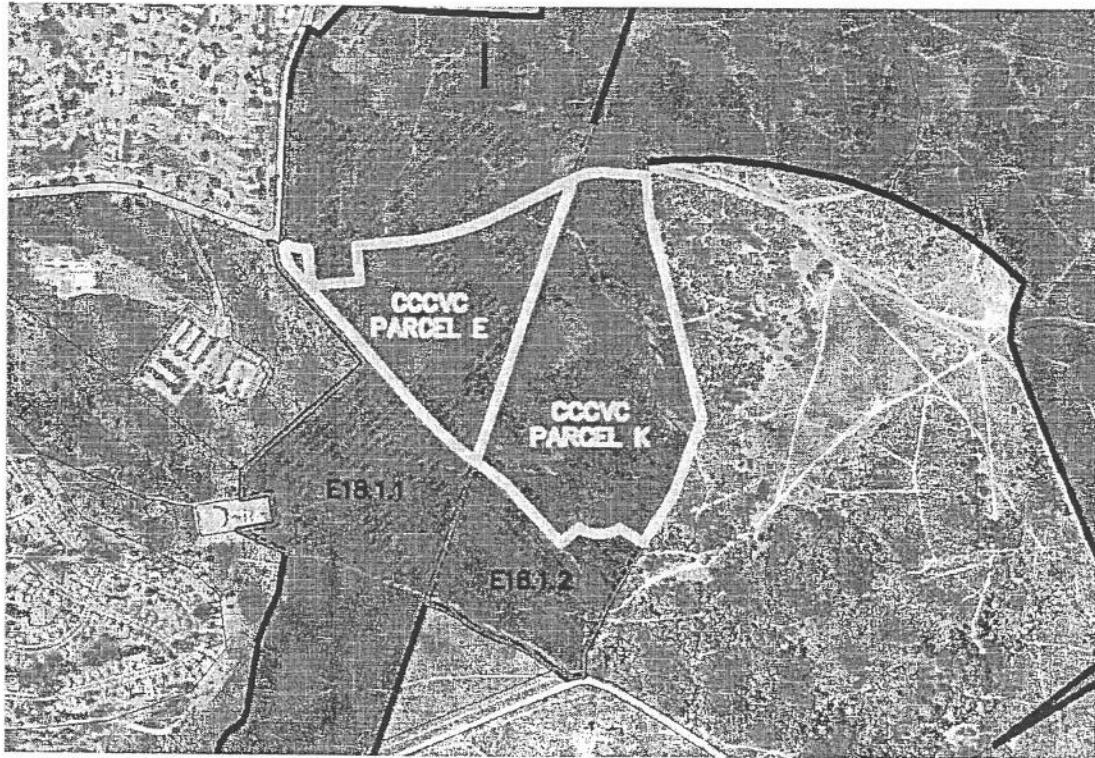


Figure 2: CCCVC area slated for conveyance (Area in bounded by yellow line)

SCHEDULE B – Section 3 – Defects, Liens and Encumbrances

- 1.** **Matters** contained in that certain document entitled "Deed" dated August 21, 1917, executed by David J. Jacks Corporation, a corporation and United States of America recorded August 21, 1917, Book 151, Page 140, of Deeds.

Reference is hereby made to said document for full particulars.

Findings: Book 151, Page 140, of Deeds

Describes Right of Ways for roads and pipelines. A portion of the easement affects a portion of Parcel 1 as described in the title report. Description of roads does not appear to follow any current roads in the vicinity of the project area.

Though not contained on the Condition of Title, we believe that these rights of ways appear to have been quitclaimed to USA as recorded in Book 692, Page 10, of deeds.

- 2.** **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to:	Coast Valleys Gas and Electric Company, a Corporation
Purpose:	public utilities
Recorded:	July 26, 1924, Book 39, Page 490, of Official Records
Affects:	as stated therein

Modification of said easement recorded February 11, 1931 in Book 280, Page 127, of Official Records.

Modification of said easement recorded October 24, 1954 in Book 1562, Page 81, of Official Records.

Findings: Easement Book 39 Page 490 (PG&E pole line easement)
Modified in Book 280 Page 127 in Feb. 11, 1931 – relocates the easement for the pole lines and stations. The above easements do not appear to even lie within the subject properties. See Attachment A

The previous easements are superseded by Book 1562 Page 81 in Oct. 24, 1954 which Quitclaims the above easements to the US Government. The easements are not able to plot however. The document calls for two exhibits, "A" and "B", however these exhibits were not attached as part of the recorded document; Exhibit "C" was recorded as the last page of the document.

- 3.** **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to:	Pacific Gas and Electric Company, a corporation
Purpose:	public utility pole lines
Recorded:	January 22, 1931, Book 275, Page 328, of Official Records
Affects:	As set forth in the document

Findings: Easement Book 275 Page 328 (30 foot wide PG&E pole line easement)
Affects Parcel II – See Attachment A

April 12, 2013
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- 4.** **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Pacific Gas and Electric Company, a California corporation
Purpose: public utilities
Recorded: February 11, 1931, Book 280, Page 127, of Official Records
Affects: as stated therein

Findings: Easement Book 280 Page 127 (PG&E pole line easement) does not appear to affect subject property – See item 2 above. Modified in Book 1562 Page 81 in Oct. 24, 1954- Quitclaims the above easements to the US Government. Not plottable due to missing exhibits in recorded document.

- 5.** **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Fort Ord Reuse Authority
Purpose: utility easement for constructing, operating, maintaining, repairing and replacing water and wastewater distribution systems
Recorded: October 26, 2001, Instrument No. 2001090791, of Official Records
Affects: as stated therein

Reference is made to said document for full particulars.

Assignment of Easements on Former Fort Ord and Ord Military Community, County of Monterey, and Quitclaim Deed for Water and Waste Water Systems recorded October 26, 2001 as Series No. 2001090793, of Official Records.

and re-recorded November 7, 2001, Instrument No. 2001094583, of Official Records

Findings: Record maps in document are not on file with the County as stated in document. The maps were obtained from Marina Coast Water District. The maps do not necessarily delineate specific easement locations, but delineate record facility locations for both sewer and water. These facilities are delineated as such on Attachment A.

Memorandum - CCCVC COT Exception Analysis
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- 6.** **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Fort Ord Reuse Authority ("FORA")
Purpose: Water and wastewater distribution systems
Recorded: October 26, 2001, Instrument No. 2001090792, of Official Records
Affects: As stated therein

Reference is made to said document for full particulars.

Assignment of Easements on Former Fort Ord and Ord Military Community, County of Monterey, and Quitclaim Deed for Water and Waste Water Systems recorded October 26, 2001 as Series No. 2001090793, of Official Records.

and re-recorded November 7, 2001, Instrument No. 2001094583, of Official Records

Findings: Record maps in document are not on file with the County as stated in document. The maps were obtained from Marina Coast Water District. The maps do not necessarily delineate specific easement locations, but delineate record facility locations for both sewer and water. These facilities are delineated as such on Attachment A.

- 7.** **The fact** that said land is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the redevelopment plan) as disclosed by a document.

Redevelopment
Agency: Fort Ord Redevelopment Project Area
Recorded: March 22, 2002, Instrument No. 2002028022, of Official Records

Findings: Places Parcel II (County Parcel) into the Fort Ord Redevelopment Project Area.

Memorandum - CCCVC COT Exception Analysis
Page 6 of 8

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8. **The fact that said land is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the redevelopment plan) as disclosed by a document.**

Redevelopment

Agency: Redevelopment Agency of the City of Seaside
Recorded: April 24, 2002, Instrument No. 2002039231, of Official Records

In connection therewith we note that certain "Corrected Statement of Institution of Redevelopment Proceedings", recorded May 20, 2008, Instrument No. 2008032246, Official Records.

In connection therewith we note that certain "Ordinance No. 901", recorded April 24, 2002, Instrument No. 2002039232, Official Records.

Findings: Places the Parcel I (Seaside) into redevelopment area.

9. **The fact that said land is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the redevelopment plan) as disclosed by a document.**

Redevelopment

Agency: The Redevelopment Agency of the County of Monterey
Recorded: November 6, 2007, Instrument No. 2007084397, of Official Records

Findings: Places Parcel II (Monterey County) into redevelopment area.

10. **The fact that said land is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the redevelopment plan) as disclosed by a document.**

Redevelopment

Agency: Seaside Redevelopment Agency
Recorded: December 13, 2007, Instrument No. 2007092759, of Official Records

Findings: Places the Parcel I (Seaside) into redevelopment area.

11. **The herein described property lies within the boundaries of a Mello-Roos Community Facilities District ("CFD"), as follows:**

CFD No.: Ft Ord Reuse Authority Basewide Community Facilities District
For: Community Facilities
Disclosed By: Notice of Special Tax Lien Fort Ord Reuse Authority Basewide Facilities District
Recorded: May 22, 2002, Instrument No. 2002048932, of Official Records

This property, along with all other parcels in the CFD, is liable for an annual special tax. This special tax is included with and payable with the general property taxes of the County of Monterey. The tax may not be prepaid.

Findings: Notice of Special Tax Lien (Mello-Roos Special tax assessment).

April 12, 2013
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- 12.** **Matters** contained in that certain document entitled "Covenant to Restrict Use of Property Environmental Restriction" dated March 19, 2009, executed by and between United States of America and Department of Toxic Substances Control, State of California recorded May 8, 2009, Instrument No. 2009028279, of Official Records.

Reference is hereby made to said document for full particulars.

Findings: Restricts use of MRA sites. Affects Parcel II (Monterey County).
Prohibits the following uses:

- (a) A Residence, including any condominium, mobile home or factor built housing, constructed or installed for residential habitation.
- (b) A hospital (other than veterinary)
- (c) A public or private school for persons under the age of 21, except for post-secondary schools; and
- (d) A day care center for children.

- 13.** **Matters** contained in that certain document entitled "Quitclaim Deed for Fort Ord Reuse Authority (FORA), County of Monterey, California" dated March 19, 2009, executed by and between United States of America and Fort Ord Reuse Authority recorded May 8, 2009, Instrument No. 2009028280, of Official Records, which document, among other things, contains or provides for: **exclusions and reservations as delineated therein**.

Reference is hereby made to said document for full particulars.

Said document was amended by that certain "Deed Amendment No. 1 for Fort Ord Reuse Authority (FORA), County of Monterey, California", recorded May 17, 2010, Instrument No. 2010027226, Official Records.

Said document was amended by that certain "Deed Amendment No. 2 for Fort Ord Reuse Authority (FORA), County of Monterey, California", recorded March 10, 2011, Instrument No. 2011013980, Official Records

Findings: Quitclaim deed that transfers property from USA to FORA includes all of Parcel II. Exhibit D restricts the use of use of said lands as indicated in the deed.

Restrictions that pertain specifically to the CCCVC lands (ACOE E18.1.2) include:

- Excavation restriction complying with Monterey County Code 16.10
- Residential use restriction
- Access Restriction until completion of remediation certification

Amendment No. 1 to the deed lifts the Access Restriction by certifying the completion of the remediation of a portion of ACOE Parcel E18.1.1; which includes all of the CCCVC Parcel K. **Note: Condition of Title incorrectly refers to Amendment 1 as document 2010027226 and it should refer to document 20100027224**

Amendment No. 2 - Revises amendment 1 to correctly reflect the proper section of the Access Restriction to Exhibit D, Section 2, Paragraph E (in lieu of Paragraph D). The land use restrictions which pertain to the County North Parcels were also removed.

April 12, 2013
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- 14.** **Matters** contained in that certain document entitled "Covenant to Restrict Use of Property Environmental Restriction" dated March 19, 2009, executed by and between United States of America and Department of Toxic Substances Control, State of California recorded May 8, 2009, Instrument No. 2009028281, of Official Records.

Reference is hereby made to said document for full particulars.

Findings: Restricts use of Munitions Response Areas (MRA) sites. Affects Parcel I (City of Seaside).

Restrictions that pertain specifically to the CCCVC lands (ACOE E18.1.1) include:

- Excavation restriction complying with City of Seaside Ordinance No. 924 entitled "Digging and Excavation on the Former Ft. Ord"
- Use restrictions including residential, hospital, school or day care.

- 15.** **Matters** contained in that certain document entitled "Quitclaim Deed for Fort Ord Reuse Authority (FORA) City of Seaside, County of Monterey, California" dated March 19, 2009, executed by and between United States of America and Fort Ord Reuse Authority, Local Redevelopment Authority recorded May 8, 2009, Instrument No. 2009028282, of Official Records, which document, among other things, contains or provides for: **exclusions and reservations as delineated therein**.

Reference is hereby made to said document for full particulars.

Said document was amended by that certain "Deed Amendment No. 1 for Fort Ord Reuse Authority (FORA) City of Seaside, County of Monterey, California", recorded May 17, 2010, Instrument No. 2010027224, Official Records.

Findings: Quitclaim deed that transfers property from USA to FORA includes all of Parcel I.

Restrictions that pertain specifically to the CCCVC lands (ACOE E18.1.1) include:

- Excavation restriction complying with City of Seaside Municipal Code 15.34
- Residential use restriction
- Access Restriction until completion of remediation certification

Amendment No. 1 to the deed lifts the Access Restriction by certifying the completion of the remediation of a portion of ACOE Parcel E18.1.1; which includes all of the CCCVC Parcel E.

- 16.** **Matters** contained in that certain document entitled "Deed Restriction and Covenants" dated May 24, 2012, executed by Fort Ord Reuse Authority recorded May 30, 2012, Instrument No. 2012031478, of Official Records.

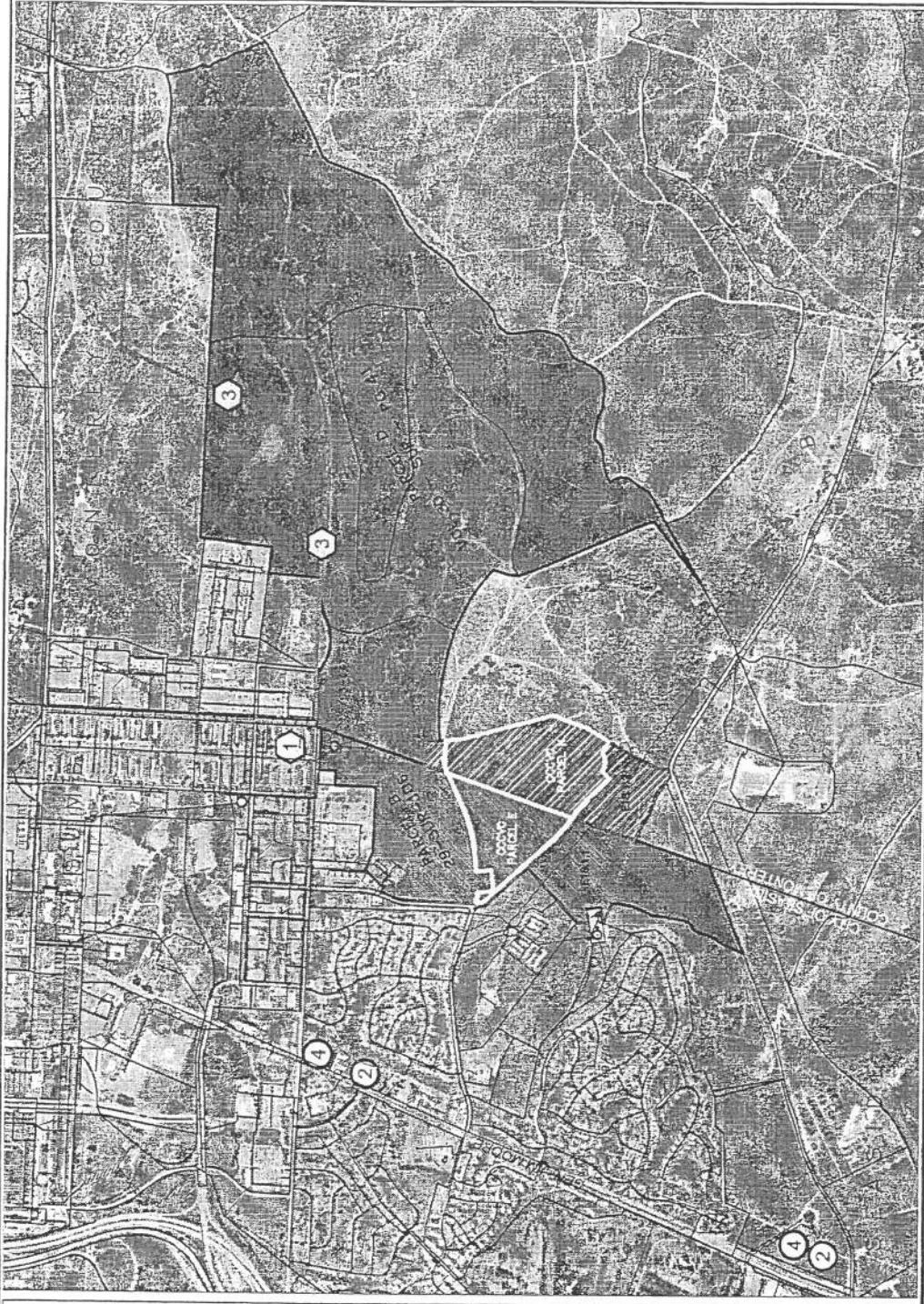
Reference is hereby made to said document for full particulars.

Findings: Restricts the use of Parcel I (Seaside) to be consistent with the Base Reuse Plan.

ATTACHMENT A



SCALE: 1" = 1500' 250' 500' 750' 1000'



INFORMATION SHOWN HEREIN FOR THE TITLE REPORT
PREPARED BY CHICAGO TITLE CO. INC.
CASE#7727-7727-1528-0450000336-CTC-2012-OP-20
DATED DECEMBER 27, 2012.

SCHEDULE B - SECTION 3 - DEFECTS, LIENS,

EASEMENTS

EASEMENT DESCRIPTIONS

RECORDED DOCUMENT

BOOK 151 O.R. DEETS PAGE 140

BOOK 215 L.R. PAGE 275

LEGEND

PARCEL I PER TITLE REPORT

PARCEL II PER TITLE REPORT

ARMY CORP OF ENGINEERS
PARCEL E18.1.1

ARMY CORP OF ENGINEERS
PARCEL E18.1.2

CCCVC PARCELS

EASEMENTS PER TITLE REPORT

WATER FACILITIES PER
2001094583 O.R.

SEWER FACILITIES PER
2001094583 O.R.

CALIFORNIA CENTRAL COAST VETERANS CEMETERY
PLAT SHOWING DEFECTS, LIENS AND ENCUMBRANCES
FORMER FORT ORD, MONTEREY COUNTY, CALIFORNIA

Agency:	California Department of Veterans Affairs	DGS Parcel No:	10799
Project Name:	California Central Coast Veterans Cemetery	Assessor Parcel No:	031-151-048 (portion), 031-011-050
Project File No:	131929	County:	Monterey

CERTIFICATE OF ACCEPTANCE

This is to certify that, pursuant to Sections 15853 and 27281 of the California Government Code, the interest in real property conveyed by the Quitclaim Deed dated _____ from the Fort Ord Reuse Authority, to the STATE OF CALIFORNIA, is hereby accepted by the undersigned officer on behalf of the State Public Works Board pursuant to the approval action by said Board and duly adopted on December 13, 2013. The Grantee consents to the recordation thereof by its duly authorized officer.

ACCEPTED:

STATE OF CALIFORNIA
State Public Works Board

By: _____

Deputy Director

Date: _____

APPROVED:

STATE OF CALIFORNIA
Director, Department of General Services

By: _____

Michael P. Butler, Chief
Real Property Services Section

Date: _____

CONSENT:

CALIFORNIA DEPARTMENT OF VETERANS
AFFAIRS

By: _____

Peter J. Gravett, Secretary

Date: _____