

Deed No. DACA05-9-06-551

**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:**

George R. Schlossberg, Esq.
Kutak Rock LLP
1101 Connecticut Avenue, NW
Suite 1000
Washington, DC 20036

Space Above This Line Reserved for Recorder's Use

Documentary Transfer Tax \$0-government agency, exempt from DTT
 _____ Computed on full value of property conveyed
 _____ Computed on full value less liens and encumbrances
 remaining at time of sale

Signature of Declarant or agent - Firm name

**QUITCLAIM DEED FOR
FORT ORD REUSE AUTHORITY (FORA)
CITY OF SEASIDE
MONTEREY COUNTY, CALIFORNIA
(Parcels E20c.1.3, E20c.1.1.1)**

This QUITCLAIM DEED, between the UNITED STATES OF AMERICA (hereinafter the "Grantor"), acting by and through the Deputy Assistant Secretary of the Army (Installations & Housing), pursuant to a delegation of authority from the SECRETARY OF THE ARMY (hereinafter the "Army"), under the authority of the provisions of the Federal Property and Administrative Services Act of 1949, approved June 30, 1949 (Ch. 288, 63 Stat. 377), 40 U.S.C. §101, et seq., as amended, and the Defense Base Closure and Realignment Act of 1990, Public Law No. 101-510, ("DBCRA"), as amended, and the FORT ORD REUSE AUTHORITY ("FORA") (the "Grantee"), created under Title 7.85 of the California Government Code, Chapters 1 through 7, inclusive, commencing with Section 67650, *et seq.*, and selected provisions of the California Redevelopment Law, including Division 24 of the California Health and Safety Code, Part 1, Chapter 4.5, Article 1, commencing with Section 33492, *et seq.*, and Article 4, commencing with Section 33492.70, *et seq.*, and recognized as the Local Redevelopment Authority for the former Fort Ord Army Base, California, by the Office of Economic Adjustment on behalf of the Secretary of Defense.

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WITNESSETH THAT:

WHEREAS, the Secretary of the Army may convey surplus property to a local redevelopment authority at a closing military installation for economic development purposes pursuant to the power and authority provided by DBCRA and the implementing regulations of the Department of Defense (32 C.F.R. 174 and 32 C.F.R. 176);

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

WHEREAS, Grantor issued the Finding of Suitability to Transfer, Former Fort Ord, California, Track 0 Plug-in Group D, Track I Plug-in East Garrison Areas 2 and 4 NE, and Track 1 Plug-in Groups 1-5 Parcels (FOST 10) (August 2007), ("FOST") and an environmental baseline survey (EBS) known as the Community Environmental Response Facilitation Act report, which is referenced in the FOST, sets forth the environmental condition of the Property. The FOST sets forth the basis for the Grantor's determination that the Property is suitable for transfer.

NOW THEREFORE, the Grantor, for good and valuable consideration, the receipt of all of which is hereby acknowledged, does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM unto the Grantee, its successors and assigns, all its right, title, and interest in the property situated, lying and being in the County of Monterey, in the State of California, Parcels E20c.1.3 and E20c.1.1.1 containing approximately 90.592 acres as shown on Exhibit "A", attached hereto and made a part hereof (hereinafter referred to as the "Property").

AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that the Grantee, by its acceptance of this Deed, agrees that, as part of the consideration for this Deed, the Grantee covenants and agrees for itself, its successors and assigns, forever, that this Deed is made and accepted upon each of the following covenants, which covenants 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; that the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS set forth herein are a binding servitude on the Property herein conveyed and shall be deemed to run with the land in perpetuity; and that 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:

I. PROPERTY DESCRIPTION:

The Property includes:

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

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

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

II. EXCLUSIONS AND RESERVATIONS

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

A. The Property is taken by the Grantee subject to any and all valid and existing recorded outstanding liens, leases, easements, and any other encumbrances made for the purpose of roads, streets, utility systems, rights-of-way, pipelines, and/or covenants, exceptions, interests, liens, reservations, and agreements of record; and any unrecorded easements and any other encumbrances made for the limited purpose of roads, streets, utility systems, and pipelines set forth in Exhibit "E".

B. The Grantor reserves a right of access to any and all portions of the Property for environmental investigation and remediation or other corrective action. This reservation includes the right of access to and use of, to the extent permitted by law, available utilities at reasonable cost to the Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of conveyance of the Property, or such access is necessary to carry out a remedial action, response action or corrective action on adjoining property. Pursuant to this reservation, the United States and its officers, agents, employees, contractors, and subcontractors shall have the right (upon reasonable notice to the Grantee, or the then owner and any authorized occupant of the Property) to enter upon the Property and conduct investigations and surveys, to include drillings, test-pitting, borings, data and/or record compilation, and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary under applicable authorities, including but not limited to monitoring wells, pumping wells, and treatment. The Grantee agrees that notwithstanding any other provisions of this Deed, the Grantor assumes no liability to the Grantee, the then owner, or any other person, should the Grantor's exercise of its rights hereunder interfere with the Grantee's use of the Property, such interference to be avoided by Grantor to the extent reasonably practicable.

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

1. Grantee is to comply with all applicable Federal law and lawful existing regulations;
 2. The Grantor is to allow the occupancy and use by the Grantee, its successors, assigns, permittees, or lessees of any part of the easement areas not actually occupied or required for the purpose of the full and safe utilization thereof by the Grantor, so long as such occupancy and use does not compromise the ability of the Grantor to use the easements for their intended purposes, as set forth herein;
 - 3.. The easements granted shall be for the specific use described and may not be construed to include the further right to authorize any other use within the easements unless approved in writing by the fee holder of the land subject to the easement;
 4. Any transfer of the easements by assignment, lease, operating agreement, or otherwise must include language that the transferee agrees to comply with and be bound by the terms and conditions of the original grant;
 5. Unless otherwise provided, no interest reserved shall give the Grantor any right to remove any material, earth, or stone for consideration or other purpose except as necessary in exercising its rights hereunder; and
 6. The Grantor is to restore any easement or right of access area so far as it is reasonably possible to do so upon abandonment or release of any easement as provided herein, unless this requirement is waived in writing by the then owner of the Property.
- D. The Grantor reserves mineral rights that Grantor owns with the right of surface entry in a manner that does not unreasonably interfere with Grantee's development and quiet enjoyment of the Property.

TO HAVE AND TO HOLD the Property granted herein to the Grantee and its successors and assigns, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, or claim whatsoever of the Grantor, either in law or in equity and subject to the terms, reservations, restrictions, covenants, and conditions set forth in this Deed.

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

A. CERCLA COVENANT

For the Property, the Grantor provides the following covenants and retains the following access rights:

1. Pursuant to section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §9620(h)(4)(D)(i)), the United States warrants that any response action or corrective action found to be necessary after the date of this deed for contamination existing on the Property prior to the date of this deed shall be conducted by the United States.

2. This warranty shall not apply in any case in which the person or entity to whom the Property or any portion thereof is transferred is a potentially responsible party with respect to the Property or any such portion thereof. For purposes of this warranty, Grantee shall not be considered a potentially responsible party solely due to a hazardous substance remaining on the Property on the date of this instrument. 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 with regard to any hazardous substances remaining on the Property as of the date of this Deed if the Grantee is subsequently determined to be a potentially responsible party with respect to hazardous substances placed on the Property after the date of this Deed.

B. RIGHT OF ACCESS

1. Pursuant to section 120(h)(4)(D)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §9620(h)(4)(D)(ii)), the United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property after the date of transfer of the Property in any case in which an environmental response action or corrective action is found to be necessary on the part of the United States, without regard to whether such environmental response action or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test-pitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws, related to the Fort Ord Installation Restoration Program (IRP), Military Munitions Response Program (MMRP), or Federal Facility Agreement (FFA), as amended, and as provided for in this instrument. Such easement and right of access shall be binding on the Grantee, its successors and assigns, and shall run with the land.

2. In exercising such easement and right of access, the United States shall provide the Grantee or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this covenant, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means, but without significant additional costs to the United States, to avoid and to minimize interference with the Grantee's and the Grantee's successors' and assigns' quiet enjoyment of the Property. 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 such 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, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this covenant. In addition, the Grantee, its successors and assigns, shall not interfere with any response action or corrective action conducted by the Grantor on the Property.

IV. "AS IS"

The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property and accepts the condition and state of repair of the subject Property. Except as otherwise provided herein, the Grantee understands and agrees that the Property and any part thereof is offered "AS IS" without any representation, warranty, or guaranty by the Grantor as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose(s) intended by the Grantee, and no claim for allowance or deduction upon such grounds will be considered. Nothing in this "As Is" provision will be construed to modify or negate the Grantor's obligation under the CERCLA Covenant or any other statutory obligations.

V. POST-TRANSFER DISCOVERY OF CONTAMINATION

Grantee, its successors and assigns, as consideration for the conveyance of the Property, agree to release Grantor from any liability or responsibility for any claims arising solely out of the release of any hazardous substance or petroleum product on the Property occurring after the date of the delivery and acceptance of this Deed and not attributable to the activities of Grantor, where such substance or product was placed on the Property by the Grantee, or its successors, assigns, employees, invitees, agents or contractors, after the conveyance. This paragraph shall not affect the Grantor's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations, or the Grantor's indemnification obligations under applicable laws.

VI. ENVIRONMENTAL PROTECTION PROVISIONS

The Environmental Protection Provisions are at Exhibit B, which is attached hereto and made a part hereof. These provisions are intended to ensure protection of human health and the environment and to preclude any interference with ongoing or completed remediation activities at the former Fort Ord. The Grantee shall not transfer or lease the Property or any portion

thereof, or grant any interest, privilege, or license whatsoever in connection with the Property, or any portion thereof, without the inclusion of the Environmental Protection Provisions contained herein to the extent applicable to the Property or a portion thereof, and shall require the inclusion of the applicable Environmental Protection Provisions in all further deeds, easements, transfers, leases, or grant of any interest, privilege, or license concerning the Property or the applicable portion thereof.

VII. AIR NAVIGATION RESERVATION AND RESTRICTIONS

The Monterey Peninsula Airport and the former Fritzsche Army Airfield, now known as the Marina Municipal Airport, are in close proximity to the Property. Accordingly, in coordination with the Federal Aviation Administration, the Grantee covenants and agrees, on behalf of itself, its successors and assigns and every successor in interest to the Property herein described, or any part thereof, that there will be no construction or alteration unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, Part 77, entitled, "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

VIII. ENFORCEMENT AND NOTICE REQUIREMENT

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

IX. NOTICE OF NON-DISCRIMINATION

With respect to activities related to the Property, the Grantee covenants for itself, its successors and assigns, that the Grantee, and such successors and assigns, shall not discriminate upon the basis of race, color, religion, sex, age, handicap, or national origin in the use, occupancy, sale or lease of the Property, or in their employment practices conducted thereon in violation of the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); and the Rehabilitation Act of 1973, as amended, (29 U.S.C. § 794). This covenant shall not apply, however, to the lease or rental of a

room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The Grantor shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed, and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

X. ANTI-DEFICIENCY ACT STATEMENT

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

XI. GENERAL PROVISIONS

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

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

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

XII. OTHER CONDITIONS

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

XIII. THE CONDITIONS, RESTRICTIONS, AND COVENANTS

The conditions, restrictions, and covenants set forth in this deed are a binding servitude on the herein conveyed Property and will be deemed to run with the land in perpetuity. Restrictions, stipulations and covenants contained herein will be inserted by the Grantee verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in the Property or any portion thereof. All rights and powers

reserved to the Grantor, and all references in this deed to Grantor shall include its successor in interest. The Grantor may agree to waive, eliminate, or reduce the obligations contained in the covenants, **PROVIDED, HOWEVER**, that the failure of the Grantor or its successor to insist in any one or more instances upon complete performance of any of the said conditions shall not be construed as a waiver or a relinquishment of the future performance of any such conditions, but the obligations of the Grantee, its successors and assigns, with respect to such future performance shall be continued in full force and effect.

XIV. LIST OF EXHIBITS

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

- Exhibit A: Legal Description of the Property
- Exhibit B: Environmental Protection Provisions
- Exhibit C: Notification of Munitions and Explosives of Concern (MEC)
- Exhibit D: Site maps depicting the locations of Munitions Response Sites
- Exhibit E: Unrecorded Easements and Encumbrances

[Signature Pages Follow]

By: _____
JOSEPH F. CALCARA
Deputy Assistant Secretary of the Army
(Installations and Housing)
OASA(I&E)

COMMONWEALTH OF VIRGINIA)
) SS:
COUNTY OF ARLINGTON)

My commission expires the day of , 20

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 26th day of May 2009 hereby accepts and approves this Quitclaim Deed for itself, its successors and assigns, and agrees to all the conditions, reservations, restrictions, and terms contained therein.

FORT ORD REUSE AUTHORITY
LOCAL REDEVELOPMENT AUTHORITY

By: _____

Michael A. Houlemard, Jr.
Executive Officer

STATE OF CALIFORNIA

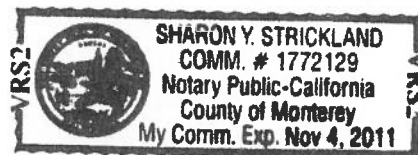
COUNTY OF Monterey

On 5-26-09 before me, Sharon Y. Strickland (name of notary public) personally appeared Michael A. Houlemard, Jr. who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and 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)



Parcel D
 EDC Parcels E20c.1.1.1 & E20c.1.3
 FOST 10
 City of Seaside
 Fort Ord Military Reservation
 Monterey County, California

Legal Description

SITUATE within a portion of "Seaside IV-A" as it is shown on that certain map recorded in Volume 23 of Surveys at Page 99, and being all of "Seaside III", as it is shown on that certain map recorded in Volume 23 of Surveys at Page 83, being also a portion of the former Fort Ord Military Reservation as it is shown on that certain map recorded in Volume 19 of Surveys at Page 1, Official Records of Monterey County, being within Monterey City Lands Tract No. 1, County of Monterey, State of California; being more particularly described as follows:

BEGINNING at an angle point on the Fort Ord Military Reservation Perimeter Boundary being the intersection of the northerly boundary of Coe Avenue and the westerly boundary of General Jim Moore Boulevard, as said streets are shown on that certain map recorded in Volume 23 of Surveys at Page 83, point also being the southeast corner of Parcel 4 as it is shown on that certain map recorded in Volume 26 of Surveys at Page 28, point also being the northeast corner of Tract No. 355 Ord Terrace No. 11 as it is shown on that certain map recorded in Volume 7 of Cities & Towns at Page 1, thence from said Point of Beginning along the westerly boundary of said General Jim Moore Boulevard and the easterly boundary of said Parcel 4,

1. North 19° 26' 42" East for a distance of 753.69 feet to the northeasterly corner of Parcel 4; thence along the easterly boundary of "Fitch School" as it is shown on that certain map recorded in Volume 19 of Surveys at Page 22
2. North 23° 14' 55" East for a distance of 1102.97 feet to the northeasterly corner of said "Fitch School", being also the southwesterly corner of Parcel 3 as it is shown on that certain map recorded in Volume 21 of Surveys at Page 83; thence leaving said easterly boundary and following the southerly boundary of said Parcel 3
3. South 66° 53' 34" East for a distance of 676.31 feet (shown as 676.38 feet on said map) at 140.00 feet the northwest corner of said "Seaside III", continuing along the northerly boundary of said "Seaside III"; thence along the common boundary of said Parcel 3 and "Seaside III"
4. North 23° 06' 26" East for a distance of 391.05 feet (shown as 391.10 feet on said maps); thence
5. North 88° 27' 50" East for a distance of 1005.44 feet; thence
6. North 39° 54' 08" East for a distance of 174.23 feet; thence

Parcel D
EDC Parcels E20c.1.1.1 & E20c.1.3
FOST 10
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7. North $89^{\circ} 18' 56''$ East for a distance of 422.26 feet to the northeasterly corner of said "Seaside III"; thence continuing along the southerly boundary of said Parcel 3
8. North $66^{\circ} 04' 24''$ East for a distance of 94.92 feet; thence leaving said southerly boundary
9. South $09^{\circ} 49' 13''$ East for a distance of 1077.51 feet; thence
10. South $75^{\circ} 48' 43''$ West for a distance of 7.56 feet to point on a line parallel with and forty feet southerly of the southerly boundary of said "Seaside III"; thence along said parallel line
11. South $75^{\circ} 34' 13''$ West for a distance of 101.08 feet to the beginning of a tangent curve; thence
12. Along a curve to the left, through a central angle of $02^{\circ} 58' 02''$, having a radius of 4960.00 feet, for an arc length of 256.87 feet, and whose long chord bears South $74^{\circ} 05' 12''$ West for a distance of 256.84 feet to a point of intersection with a tangent line; thence
13. South $72^{\circ} 36' 11''$ West for a distance of 539.15 feet to the beginning of a tangent curve; thence
14. Along a curve to the left, through a central angle of $08^{\circ} 11' 30''$, having a radius of 3460.00 feet, for an arc length of 494.68 feet, and whose long chord bears South $68^{\circ} 30' 26''$ West for a distance of 494.26 feet to a point of intersection with a tangent line; thence
15. South $64^{\circ} 24' 41''$ West for a distance of 87.67 feet to the beginning of a tangent curve; thence
16. Along a curve to the left, through a central angle of $08^{\circ} 24' 41''$, having a radius of 960.00 feet, for an arc length of 140.93 feet, and whose long chord bears South $60^{\circ} 12' 21''$ West for a distance of 140.81 feet to a point of intersection with a tangent line; thence
17. South $56^{\circ} 00' 00''$ West for a distance of 132.41 feet to the beginning of a tangent curve; thence
18. Along a curve to the right, through a central angle of $03^{\circ} 47' 15''$, having a radius of 5040.00 feet, for an arc length of 333.17 feet, and whose long chord bears South $57^{\circ} 53' 37''$ West for a distance of 333.11 feet to a point of intersection with a tangent line; thence
19. South $59^{\circ} 47' 15''$ West for a distance of 91.01 feet to the beginning of a tangent curve; thence

Parcel D
EDC Parcels E20c.1.1.1 & E20c.1.3
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20. Along a curve to the right, through a central angle of $06^{\circ} 31' 23''$, having a radius of 2040.00 feet, for an arc length of 232.25 feet, and whose long chord bears South $63^{\circ} 02' 56''$ West for a distance of 232.13 feet to a point of intersection with a tangent line; thence
21. South $66^{\circ} 18' 38''$ West for a distance of 90.01 feet to the beginning of a tangent curve; thence
22. Along a curve to the right, through a central angle of $24^{\circ} 54' 26''$, having a radius of 740.00 feet, for an arc length of 321.69 feet, and whose long chord bears South $78^{\circ} 45' 51''$ West for a distance of 319.16 feet to a point of intersection with a tangent line; thence
23. North $88^{\circ} 46' 56''$ West for a distance of 566.16 feet to the beginning of a tangent curve; thence leaving said line parallel with and forty feet southerly of said southerly boundary of "Seaside III"
24. Along a curve to the left, through a central angle of $71^{\circ} 46' 22''$, having a radius of 30.00 feet, for an arc length of 37.58 feet, and whose long chord bears South $55^{\circ} 19' 53''$ West for a distance of 35.17 feet to a point of intersection with a tangent line; thence
25. South $19^{\circ} 26' 42''$ West for a distance of 17.69 feet; thence
26. North $31^{\circ} 56' 06''$ West a distance of 131.83 feet to the POINT OF BEGINNING.

Containing an area of 92.658 acres, more or less.

Excepting therefrom that certain parcel of land described as follows:

SITUATE within a portion of "Seaside III", as it is shown on that certain map recorded in Volume 23 of Surveys at Page 83, being all of Parcel 3 as it is shown on that certain map recorded in Volume 26 of Surveys at Page 28, being also a portion of the former Fort Ord Military Reservation as it is shown on that certain map recorded in Volume 19 of Surveys at Page 1, Official Records of Monterey County, being within Monterey City Lands Tract No. 1, County of Monterey, State of California; being more particularly described as follows:

BEGINNING at a point which bears North $65^{\circ} 14' 42''$ East a distance of 1172.01 feet from an angle point on the Fort Ord Military Reservation Perimeter Boundary being the intersection of the northerly boundary of Coe Avenue and the westerly boundary of General Jim Moore Boulevard, as said streets are shown on that certain map recorded in Volume 23

Parcel D
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FOST 10
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Monterey County, California

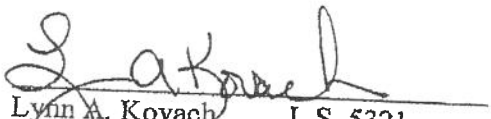
of Surveys at Page 83, point also being the southeast corner of Parcel 4 as it is shown on that certain map recorded in Volume 26 of Surveys at Page 28, point also being the northeast corner of Tract No. 355 Ord Terrace No. 11 as it is shown on that certain map recorded in Volume 7 of Cities & Towns at Page 1, thence from said Point of Beginning

1. North 23° 20' 00" East for a distance of 300.00 feet; thence
2. South 66° 40' 00" East for a distance of 300.00 feet; thence
3. South 23° 20' 00" West for a distance of 300.00 feet; thence
4. North 66° 40' 00" West for a distance of 300.00 feet to the POINT OF BEGINNING.

Containing an area of 2.066 acres, more or less.

Containing a net area of 90.592 acres, more or less.

This legal description was prepared by


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



of

Being all of "Seaside III" as shown on Vol. 23 of Surveys at Page 83

and a Portion of

Parcel 1, "Seaside IV-A" as shown on Vol. 23 of Surveys at Page 99
Fort Ord FOST 10

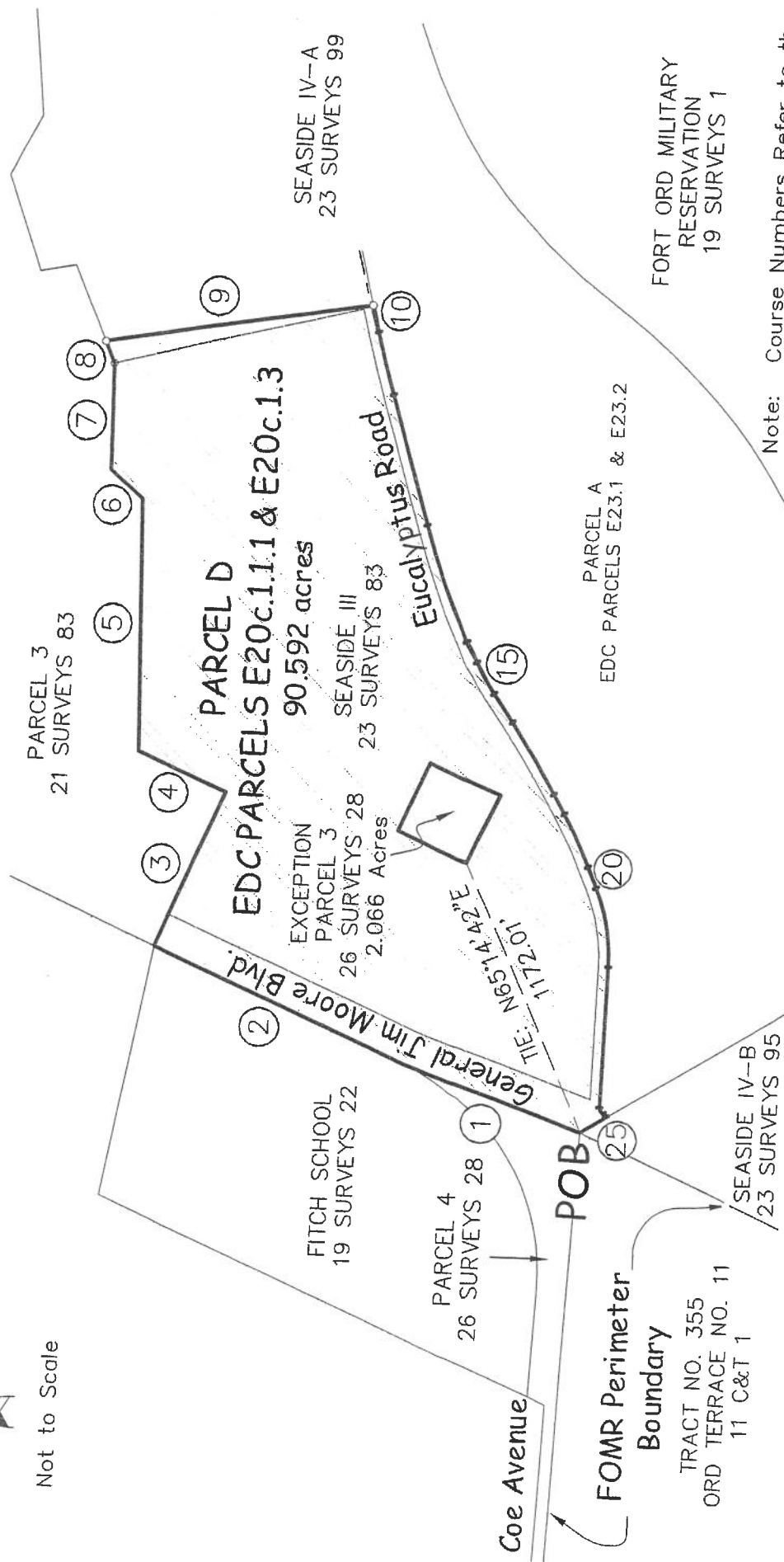
City of Seaside Jurisdiction

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

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



Not to Scale



Note: Course Numbers Refer to the Legal Description. **EXHIBIT A**

EXHIBIT "B"

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, and any additional amendments thereto (FFA), entered into by the United States Environmental Protection Agency Region IX (USEPA), the State of California, and the Department of the Army, effective on November 19, 1990, and will provide the Grantee with a copy of any future 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. Grantor shall give Grantee reasonable notice of its action required by the FFA and use all reasonable means to the extent practicable to avoid and/or minimize interference with Grantee's, its successors' or assigns' use of the Property. In addition, should any conflict arise between the FFA and any amendment thereto and the deed provisions, the FFA provisions will take precedence. The Grantor assumes no liability to the Grantee, its successors and assigns, should implementation of the FFA interfere with their use of the Property. Grantor agrees to use its best efforts to the extent practicable to avoid and/or minimize interference with Grantee's, its successors' or assigns' use of the Property, and to provide Grantee with a copy of any amendments to the FFA.

2. 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, all of the parcels may contain munitions and explosives of concern (MEC). The term MEC means specific categories of military munitions that may pose unique explosives safety risks and includes: (1) Unexploded Ordnance (UXO), as defined in 10 U.S.C. §101(e)(5); (2) Discarded military munitions (DMM), as defined in 10 U.S.C. §2710(e)(2); or (3) Munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. §2710(e)(3), present in high enough concentrations to pose an explosive hazard. For the purposes of the basewide Military Munitions Response Program (MMRP) being conducted for the former Fort Ord and these Environmental Protection Provisions (EPPs), MEC does not include small arms ammunition (i.e. ammunition .50 caliber or smaller, or for shotguns, with projectiles not containing explosives, other than tracers).

B. The Property was previously used for a variety of purposes, including operational ranges for live-fire training (small arms ammunition); leadership reaction course; combat leader course; field battalion training; mechanic training; engineering training; field expedient 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, either in place or as a consolidated shot, or destroyed using contained detonation. A summary of MEC discovered on the Property is provided in Exhibit "C." Site maps depicting the locations of Munitions Response Sites are provided at Exhibit "D."

C. The Grantor represents that, to the best of its knowledge, no MEC are currently present on the Property. Notwithstanding the Grantor's determination, the parties acknowledge that there is a possibility that MEC may exist on the Property. Per this acknowledgment, and to promote safety, the Grantor provides munitions recognition and safety training to anyone who requests it. 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 personnel can be dispatched to address such MEC as required under applicable law and regulations and at no expense to the Grantee. The Grantee hereby acknowledges receipt of the "Ordnance and Explosives Safety Alert" pamphlet.

Applicable to Parcel E20c.1.1.1:

D. Because the Grantor cannot guarantee all MEC have been removed, the Grantor recommends reasonable and prudent precautions be taken when conducting intrusive operations on the Property and will, at its expense, provide construction worker explosives safety and munitions recognition training. For specific Track 1 sites and Track 1 areas that overlap the Property (Parcel E20c.1.1.1), the Grantor recommends construction personnel involved in intrusive operations at these sites attend the Grantor's explosives safety and munitions recognition training. To accomplish that objective, the Grantee will notify the Grantor of planned intrusive activities. The Grantor will, in turn, provide explosives safety and munitions recognition training to construction personnel prior to the start of any intrusive work, as appropriate. For the Track 1 sites and Track 1 areas where explosives safety and munitions recognition training is recommended (Parcel E20c.1.1.1), the Grantor will assess whether the education program should continue during the next five-year review (2007). If information indicates no MEC items have been found in the course of development or redevelopment of the site, it is expected the education program may, with the concurrence of the regulatory agencies, be discontinued, subject to reinstatement if MEC is encountered in the future.

E. 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 investigation, sampling, testing, test-pitting, surface and subsurface clearance operations, or any other munitions response action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this Deed. This right of access shall be binding on the Grantee, its successors and assigns, and shall run with the land.

- 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 such 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, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this Paragraph. In addition, the Grantee, its successors and assigns, shall not interfere with any munitions response action conducted by the Grantor on the Property.

F. The Grantee acknowledges receipt of the Track 0 Record of Decision (June 2002), the Track 1 Record of Decision (March 2005), the Track 0 Plug-In Approval Memorandum, Group D Parcels (May 2006); the Track 0 Approval Memorandum, East Garrison Area 1 (December 2003); the Track 1 Plug-In Approval Memorandum, East Garrison Areas 2 and 4 NE (March 2006); and the Track 1 Plug-In Approval Memorandum, Multiple Sites, Groups 1 - 5 (July 2006).

3. NOTICE OF RARE, THREATENED AND ENDANGERED SPECIES MANAGEMENT

Applicable to Parcels E20c.1.1.1 and E20c.1.3:

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

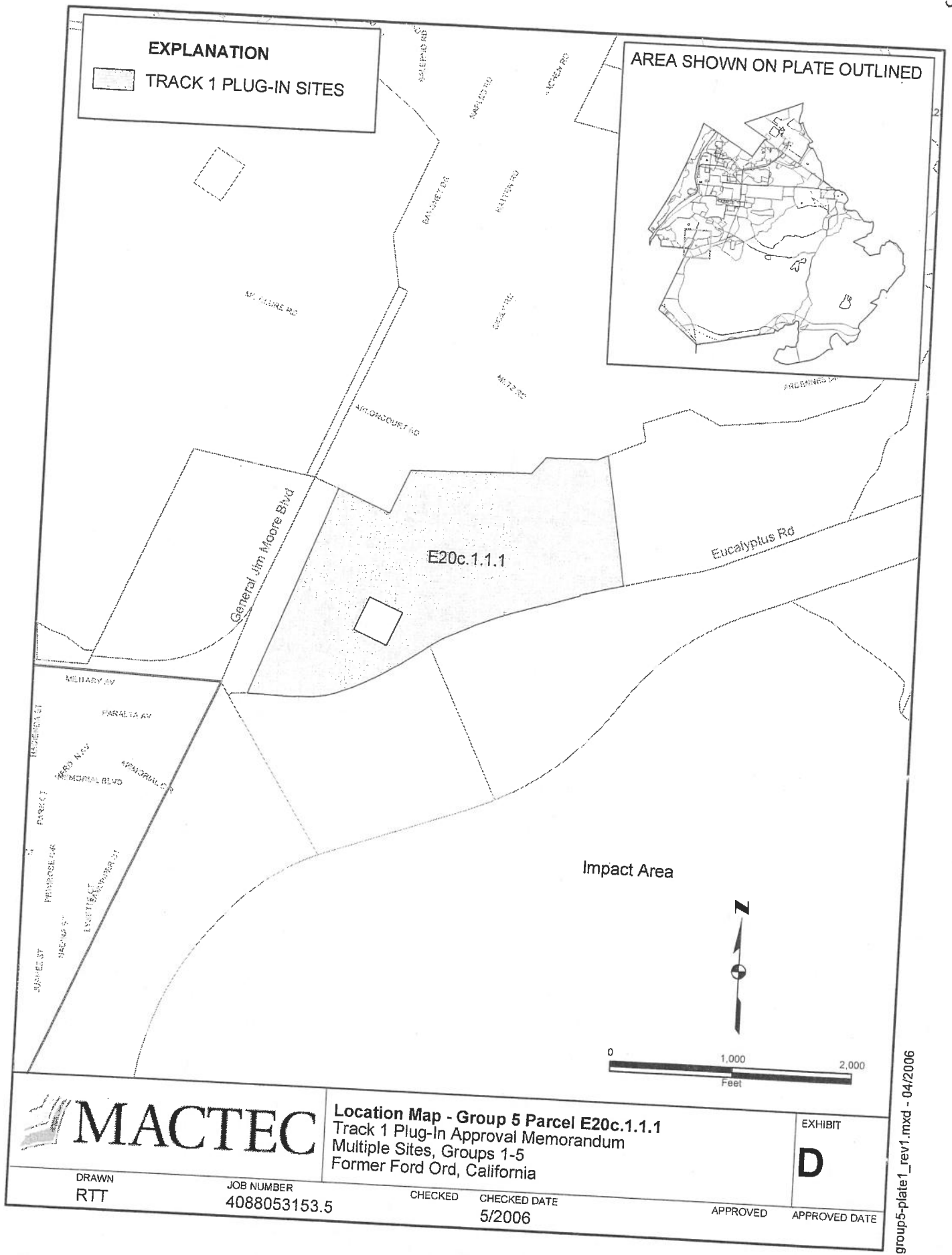
- A. The Property is within a Habitat Management Plan (HMP) Development Area. No resource conservation requirements are associated with the HMP for these parcels. However, small pockets of habitat may be preserved within and around the Property.
- B. The March 30, 1999, Biological and Conference Opinion on the Closure and Reuse of Fort Ord, Monterey County, California (1-8-99-F/C-39R); the October 22, 2002, 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 March 14, 2005, 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. These regulations could include obtaining the Endangered Species Act (ESA) (16 U.S.C. §§ 1531-1544 et seq.) Section 7 or Section 10(a) permits from the U.S. Fish and Wildlife Service (USFWS); complying with prohibitions against take of listed animals under ESA Section 9; complying with prohibitions against the removal of listed plants occurring on Federal land or the destruction of listed plants in violation of any State laws; complying with measures for conservation of State-listed threatened and endangered species and other special-status species recognized by California ESA, or California Environmental Quality Act (CEQA); and complying with local land use regulations and restrictions.
- D. The HMP serves as a management plan for both listed and candidate species, and is a prelisting agreement between the USFWS and the local jurisdiction for candidate species that may need to be listed because of circumstances occurring outside the area covered by the HMP.
- E. Implementation of the HMP would be considered suitable mitigation for impacts to HMP species within HMP prevalent areas and would facilitate the USFWS procedures to authorize incidental take of these species by participating entities as required under ESA Section 10. No further mitigation will be required to allow development on the 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. 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]).

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Table 6 – Notification of Munitions and Explosives of Concern (MEC)*

Munitions Response Site	Type of Military Munitions	Date of Military Munitions Use	Munitions Response Actions
Parcel E20c.1.1.1	MD	1950s	Parcel E20c.1.1.1 was evaluated in the MR RI/FS as a Track 1 Plug-In site. Historical research and field investigations (site walks) conducted on Parcel E20c.1.1.1 identified evidence of past training involving only practice and pyrotechnic items that are not designed to cause injury. The Track 1 PAM, Groups 1-5 determined no further military munitions investigation at Parcel E20c.1.1.1 is required (<i>Army, 2006c</i>) and the USEPA and the DTSC concurred in letters dated July 21, 2006 and July 26, 2006, respectively.
<p>*Munitions and Explosives of Concern (MEC). This term, which distinguishes specific categories of military munitions that may pose unique explosives safety risks, means: (A) Unexploded Ordnance (UXO), as defined in 10 §101(e)(5); (B) Discarded military munitions (DMM), as defined in 10 U.S.C. §2710(e)(2); or (C) 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.</p>			



Deed No. DACA05-9-06-551

EXHIBIT E:

UNRECORDED EASEMENTS AND ENCUMBRANCES

Existing utilities, if any, along paved roads within these parcels including General Jim Moore Boulevard and Eucalyptus Road, which may currently service U.S. Department of the Interior, Bureau of Land Management (BLM) facilities.