

**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

Stephen L. Vagnini
Monterey County Recorder
Recorded at the request of
City of Seaside

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3/30/2015
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DOCUMENT: 2015015594

Titles: 1 / Pages: 109



Fees....

Taxes...

Other...

2.00

\$2.00

1 Space Above This Line Reserved for Recorder's Use
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10 Documentary Transfer Tax \$0 government agency, exempt from DTT
11 _____ Computed on full value of property conveyed
12 _____ Computed on full value less liens and encumbrances
13 remaining at time of sale

**QUITCLAIM DEED FOR CITY OF SEASIDE
(Portion of Parcel E18.1.1, Known as Parcel C in the City of Seaside)**

THIS QUITCLAIM DEED ("Deed") is made as of the 24th day of FEBRUARY, 2015, among the FORT ORD REUSE AUTHORITY (the "Grantor"), 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, California, by the Office of Economic Adjustment on behalf of the Secretary of Defense, and the CITY OF SEASIDE (the "Grantee").

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

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

WHEREAS, the Grantor and the Government entered into the *Memorandum of Agreement Between the United States of America Acting By and Through the Secretary of the*

1 **FORA FOSET 5 OUTDEED, PARCEL C ROAD PORTION OF CEMETERY PARCEL,**
2 **CITY OF SEASIDE**

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6 *Army, United States Department of the Army and the Fort Ord Reuse Authority For the Sale of*
7 *Portions of the former Fort Ord, California, dated the 20th day of June 2000, as amended*
8 *("MOA"), which sets forth the specific terms and conditions of the sale of portions of the former*
9 *Fort Ord located in Monterey County, California;*

10
11
12 **WHEREAS**, pursuant to the MOA, the Government conveyed to **Grantor** certain former
13 Fort Ord property within the City of Seaside, California known as Parcels E18.1.1, E18.1.3, E18.4,
14 E20c.2, E23.1, E23.2, E24, and E34 ("Seaside Property"), by quitclaim deed dated March 19,
15 2009, and recorded in the County of Monterey, California on May 8, 2009, Series Number
16 2009028282 ("Government Deed").

17
18 **WHEREAS**, **Grantor** has surveyed and designated a portion of Parcel E18.1.1 that lies
19 within the Phase I Area as Parcel C ("Parcel C").

20
21 **WHEREAS**, the Government Deed was subsequently amended by deed amendment dated
22 April 8, 2010, and recorded in the County of Monterey, California on May 17, 2010, Series Number
23 2010027224, as corrected by Corrected Deed on July 3, 2014, Series Number 2014031018 ("Deed
24 Amendment No. 1"), which terminated and removed the Access Restriction included in the
25 Government Deed for a portion of the Seaside Property lying in the Parker Flats Phase I area
26 ("Phase I Area") including Parcel C and added certain covenants pursuant to section
27 120(h)(3)(C)(iii) of the Comprehensive Environmental Response, Compensation, and Liability
28 Act of 1980, as amend ("CERCLA").

29
30 **WHEREAS**, **Grantor** and **Grantee** entered into the Implementation Agreement dated May
31 31, 2001 and recorded in the Office of the Monterey County Recorder as Document: 2001088381
32 ("Implementation Agreement"), which sets forth the specific terms and conditions upon which the
33 **Grantor** agreed to convey and the **Grantee** agreed to accept title to former Fort Ord property
34 including Parcel C.

35
36 **WHEREAS**, by that certain City of Seaside and Fort Ord Reuse Authority Cemetery
37 Agreement dated April 19, 2013 and amended April 28, 2014 ("Seaside/FORA Agreement")
38 **Grantee** waived its right to receive the portion of Parcel E18.1.1 which comprises the portion of
39 the proposed veterans cemetery situated in the City of Seaside ("Seaside Portion of Veteran's
40 Cemetery") and directed **Grantor** to transfer the Seaside Portion of Veteran's Cemetery directly to
41 the State of California for use as a State veterans cemetery.

42
43 **WHEREAS**, Parcel C includes an asphalt road running through the Seaside Portion of the
44 Veteran's Cemetery that was not included in **Grantee**'s waiver.

45
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47 **WITNESSETH**

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2 **FORA FOSET 5 OUTDEED, PARCEL C ROAD PORTION OF CEMETERY PARCEL,**
3 **CITY OF SEASIDE**

4
5 I. The **Grantor**, for and in consideration of the sum of one dollar (\$1.00) plus other
6 good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,
7 releases and quitclaims to the **Grantee**, its successors and assigns forever, all such interest, right,
8 title, and claim as the **Grantor** has in and to Parcel C, more particularly described in Exhibit "A,"
9 attached hereto and made a part hereof ("Property") and including the following:
10

- 11
12 A. All buildings, facilities, roadways, and other improvements, including the storm
13 drainage systems and the telephone system infrastructure, and any other
14 improvements thereon,
15
16 B. All appurtenant easements and other rights appurtenant thereto, permits, licenses,
17 and privileges not otherwise excluded herein, and
18
19 C. All hereditaments and tenements therein and reversions, remainders, issues,
20 profits, privileges and other rights belonging or related thereto.

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

26 **Grantee** covenants for itself, its successors, and assigns and every successor in interest to
27 the Property, or any part thereof, that **Grantee** and such successors and assigns shall comply with
28 all provisions of the Implementation Agreement and specifically agrees to comply with the Deed
29 Restrictions and Covenants set forth in Exhibit F of the Implementation Agreement as if such
30 Deed Restrictions and Covenants were separately recorded prior to the recordation of this Deed.

31 The Government Deed conveying the Property to the **Grantor** and Deed Amendment No.
32 1, as corrected, were recorded prior to the recordation of this Deed. In its transfer of the Property
33 to the **Grantor** and the subsequent amendment of the Government Deed, the Government
34 provided certain information regarding the environmental condition of the Property and other
35 property conveyed under the Government Deed including without limitation the Finding of
36 Suitability for Early Transfer, Former Fort Ord, California, Environmental Services Cooperative
37 Agreement (ESCA) Parcels and Non-ESCA Parcels (Operable Unit Carbon Tetrachloride Plume)
38 (FOSET 5) (September 2007) ("FOSET 5"), an environmental baseline survey (EBS) known as
39 the Community Environmental Response Facilitation Act report, which is referenced in FOSET
40 5, and the Final Remedial Design/Remedial Action, Land Use Controls Implementation, and
41 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"). The

**FORA FOSET 5 OUTDEED, PARCEL C ROAD PORTION OF CEMETERY PARCEL,
CITY OF SEASIDE**

1 **Grantor** has no knowledge regarding the accuracy or adequacy of such information. FOSET 5
2 sets forth the basis for the Government's determination that the Property is suitable for transfer.
3 The Grantee is hereby made aware of the notifications contained in the EBS, FOSET 5, and
4 RD/RA LUCI O&M Plan, Parker Flats MRA Phase I.

5
6 The italicized information below is copied verbatim (except as discussed below) from the
7 Government Deed conveying the Property to the **Grantor** and made a part of this Deed. The
8 **Grantee** hereby acknowledges and assumes all responsibilities with regard to the Property placed
9 upon the **Grantor** under the terms of the aforesaid Government Deed as amended by Deed
10 Amendment No. 1 as corrected, including the Environmental Protection Provisions at Exhibit
11 "D" to the Government Deed, which are attached hereto and made a part hereof as Exhibit "B" to
12 this Deed, and Deed Amendment No. 1, as corrected, attached hereto and made a part hereof as
13 Exhibit "C" to this Deed, and **Grantor** grants to **Grantee** all benefits with regard to the Property
14 under the terms of the aforesaid Government Deed as amended. Within the italicized
15 information only, the term "**Grantor**" shall mean the Government, and the term "**Grantee**" shall
16 mean the Fort Ord Reuse Authority ("FORA"); to avoid confusion, the words "the Government"
17 have been added in parenthesis after the word "**Grantor**", and "FORA" has been added in
18 parenthesis after the word "**Grantee**".

19
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21 **II. EXCLUSIONS AND RESERVATIONS**

22
23 *This conveyance is made subject to the following **EXCLUSIONS** and*
24 **RESERVATIONS:**

25
26 1. *The Property is taken by the Grantee ("FORA") subject to any and all*
27 *valid and existing recorded outstanding liens, leases, easements, and any other*
28 *encumbrances made for the purpose of roads, streets, utility systems, rights-of-*
29 *way, pipelines, and/or covenants, exceptions, interests, liens, reservations, and*
30 *agreements of record; and any unrecorded easements and any other*
31 *encumbrances made for the limited purpose of roads, streets, utility systems, and*
32 *pipelines set forth in Exhibit G.*

33
34
35 2. *The reserved rights and easements set forth in this section are subject*
36 *to the following terms and conditions:*

37
38 A. *The Grantee ("FORA") is to comply with all applicable Federal*
39 *law and lawful existing regulations;*

1
2 **FORA FOSET 5 OUTDEED, PARCEL C ROAD PORTION OF CEMETERY PARCEL,**
3 **CITY OF SEASIDE**

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

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

16
17 *D. Any transfer of the easements by assignment, lease, operating*
18 *agreement, or otherwise must include language that the transferee agrees to*
19 *comply with and be bound by the terms and conditions of the original grant;*

20
21 *E. Unless otherwise provided, no interest reserved shall give the*
22 *Grantor any right to remove any material, earth, or stone for consideration or*
23 *other purpose except as necessary in exercising its rights hereunder; and*

24
25 *F. The Grantor is to restore the area of any easement or right of*
26 *access so far as it is reasonably possible to do so upon abandonment or release of*
27 *any easement as provided herein, unless this requirement is waived in writing by*
28 *the then owner of the Property.*

29
30 *3. Grantor reserves mineral rights that Grantor owns with the right of*
31 *surface entry in a manner that does not unreasonably interfere with Grantee’s*
32 *(“FORA”) development and quiet enjoyment of the Property.*

33
34 ***TO HAVE AND TO HOLD*** the Property granted herein to the GRANTEE
35 *(“FORA”) and its successors and assigns, together with all and singular the*
36 *appurtenances thereunto belonging or in anywise appertaining, and all the estate,*
37 *right, title, interest, or claim whatsoever of the GRANTOR, either in law or in*
38 *equity and subject to the terms, reservations, restrictions, covenants, and*
39 *conditions set forth in this Deed.*

40
41 ***III. CERCLA NOTICE, ASSURANCES, WARRANTY, AND ACCESS PROVISIONS***

42
43 ***1. CERCLA NOTICE***

1 **FORA FOSET 5 OUTDEED, PARCEL C ROAD PORTION OF CEMETERY PARCEL,**
2 **CITY OF SEASIDE**

1 For the Property, the Grantor provides the following notice and
2 description:

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

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

23
24 **2. CERCLA RESPONSE ACTION ASSURANCES**

25
26 For the Property, the Grantor provides the following description and assurances:

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

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

FORA FOSET 5 OUTDEED, PARCEL C ROAD PORTION OF CEMETERY PARCEL, CITY OF SEASIDE

1 *schedule. The schedule will be developed in cooperation with the U.S.*
2 *Environmental Protection Agency and the State of California. The schedules may*
3 *be changed as provided by the Fort Ord Federal Facility Agreement (FFA), as*
4 *amended, and the Administrative Order on Consent (AOC).*

5
6 *C. Any corrective, remedial, or response action found to be necessary*
7 *after the date of transfer shall be conducted by the Grantor, except those actions*
8 *conducted by the Grantee ("FORA") on behalf of the Grantor. This warranty*
9 *shall not apply in any case in which the person or entity to whom the Property is*
10 *transferred is a potentially responsible party with respect to such property. For*
11 *purposes of this warranty, Grantee ("FORA") shall not be considered a*
12 *potentially responsible party solely due to the presence of a hazardous substance*
13 *remaining on the Property on the date of this instrument. Further, the Grantor*
14 *shall not be relieved of any obligation under CERCLA to perform any remedial*
15 *action found to be necessary after the date of this Deed with regard to any*
16 *hazardous substances remaining on the Property as of the date of this Deed if the*
17 *Grantee ("FORA") is subsequently determined to be a potentially responsible*
18 *party with respect to hazardous substances placed on the Property after the date*
19 *of this Deed.*

20
21 *D. Pursuant to section 120(h)(3)(C)(ii)(IV) of the Comprehensive*
22 *Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C.*
23 *§9620(h)(3)(C)(ii)(IV), the Grantor has submitted and will continue to submit*
24 *through its established budget channels to the Director of the Office of*
25 *Management and Budget a request for funds that adequately addresses schedules*
26 *for investigation and completion of all response actions required. Expenditure of*
27 *any federal funds for such investigations or response actions is subject to*
28 *Congressional authorization and appropriation of funds for that purpose. The*
29 *Grantor will submit its funding request for the projects needed to meet the*
30 *schedule of necessary response actions.*

3. RIGHT OF ACCESS

31
32 *A. Pursuant to section 120(h)(3)(A)(iii) of the Comprehensive*
33 *Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §*
34 *9620(h)(3)(A)(iii)), the United States retains and reserves a perpetual and*
35 *assignable easement and right of access on, over, and through the Property, to*
36 *enter upon the Property in any case in which a remedial or corrective action is*
37 *found to be necessary on the part of the United States, without regard to whether*
38 *such remedial action or corrective action is on the Property or on adjoining or*
39 *nearby lands. Such easement and right of access includes, without limitation, the*

1 **FORA FOSET 5 OUTDEED, PARCEL C ROAD PORTION OF CEMETERY PARCEL,**
2 **CITY OF SEASIDE**

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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 and as provided for in this instrument. Such easement and right of access
shall be binding on the Grantee ("FORA"), its successors and assigns, and shall
run with the land.

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

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

37 **IV. "AS IS"**

38
39 *A. The Grantee ("FORA") acknowledges that it has inspected or has had the*
40 *opportunity to inspect the Property and accepts the condition and state of repair*
41 *of the subject Property. Except as otherwise provided herein, the Grantee*

FORA FOSET 5 OUTDEED, PARCEL C ROAD PORTION OF CEMETERY PARCEL,
CITY OF SEASIDE

1 ("FORA") understands and agrees that the Property and any part thereof is
2 offered "AS IS" without any representation, warranty, or guaranty by the
3 Grantor as to quantity, quality, title, character, condition, size, or kind, or that
4 the same is in condition or fit to be used for the purpose(s) intended by the
5 Grantee ("FORA"), and no claim for allowance or deduction upon such grounds
6 will be considered.

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

17
18 C. Nothing in this "As Is" provision will be construed to modify or negate the
19 Grantor's obligation under law.

20
21 **V. HOLD HARMLESS**

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

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

39
40 C. Nothing in this Hold Harmless provision will be construed to modify or
41 negate the Grantor's obligation under law.

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2 **FORA FOSET 5 OUTDEED, PARCEL C ROAD PORTION OF CEMETERY PARCEL,**
3 **CITY OF SEASIDE**

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5 **VI. POST-TRANSFER DISCOVERY OF CONTAMINATION**
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14 *Grantee ("FORA"), its successors and assigns, as consideration for the
15 conveyance of the Property, agree to release Grantor from any liability or
16 responsibility for any claims arising solely out of the release of any hazardous
17 substance or petroleum product on the Property occurring after the date of the
18 delivery and acceptance of this Deed, where such substance or product was
19 placed on the Property by the Grantee ("FORA"), or its successors, assigns,
20 employees, invitees, agents or contractors, after the conveyance. This paragraph
21 shall not affect the Grantor's responsibilities to conduct response actions or
22 corrective actions that are required by applicable laws, rules and regulations, or
23 the Grantor's indemnification obligations under applicable laws.*

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25 **VII. ENVIRONMENTAL PROTECTION PROVISIONS**
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32 *The Environmental Protection Provisions are at Exhibit D, which is attached
33 hereto and made a part hereof. These provisions are intended to ensure
34 protection of human health and the environment and to preclude any interference
35 with ongoing or completed remediation activities at the former Fort Ord. The
36 Grantee ("FORA") shall not transfer or lease the Property or any portion
37 thereof, or grant any interest, privilege, or license whatsoever in connection with
38 the Property, or any portion thereof, without the inclusion of the Environmental
39 Protection Provisions contained herein to the extent applicable to the Property or
40 a portion thereof, and shall require the inclusion of applicable Environmental
41 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.*

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43 **VIII. AIR NAVIGATION RESERVATION AND RESTRICTIONS**
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52 *The Monterey Peninsula Airport and the former Fritzsche Army Airfield,
53 now known as the Marina Municipal Airport, are in close proximity to the
54 Property. Accordingly, in coordination with the Federal Aviation Administration,
55 the Grantee ("FORA") covenants and agrees, on behalf of itself, its successors
56 and assigns and every successor in interest to the Property herein described, or
57 any part thereof, that there will be no construction or alteration unless a
58 determination of no hazard to air navigation is issued by the Federal Aviation
59 Administration in accordance with Title 14, Code of Federal Regulations, Part
60 77, entitled, "Objects Affecting Navigable Airspace," or under the authority of
61 the Federal Aviation Act of 1958, as amended.*

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2 **FORA FOSET 5 OUTDEED, PARCEL C ROAD PORTION OF CEMETERY PARCEL,**
3 **CITY OF SEASIDE**

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5 ***IX. ENFORCEMENT AND NOTICE REQUIREMENT***

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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 Grantor, 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 ("FORA"), or its successors and assigns, shall only apply with respect to the Property conveyed herein and held by such Grantee ("FORA"), its successors or assigns, and only with respect to matters occurring during the period of time such Grantee ("FORA"), its successors or assigns, owned or occupied such Property or any portion thereof.

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

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

42
43 ***XI. ANTI-DEFICIENCY ACT STATEMENT***

1 **FORA FOSET 5 OUTDEED, PARCEL C ROAD PORTION OF CEMETERY PARCEL,**
2 **CITY OF SEASIDE**

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

10 II. General Provisions:

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

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

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

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

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

29 The conditions, restrictions, and covenants set forth in this Deed are a binding servitude
30 on the herein conveyed Property and will be deemed to run with the land in perpetuity.
31 Restrictions, stipulations and covenants contained herein will be inserted by the **Grantee**
32 verbatim or by express reference in any deed or other legal instrument by which it divests itself
33 of either the fee simple title or any other lesser estate in the Property or any portion thereof. All
34 rights and powers reserved to the **Grantor**, and all references in this Deed to **Grantor** shall
35 include its successors in interest. The **Grantor** may agree to waive, eliminate, or reduce the
36 obligations contained in the covenants, PROVIDED, HOWEVER, that the failure of the **Grantor**
37 or its successors to insist in any one or more instances upon complete performance of any of the
38 said conditions shall not be construed as a waiver or a relinquishment of the future performance
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**FORA FOSET 5 OUTDEED, PARCEL C ROAD PORTION OF CEMETERY PARCEL,
CITY OF SEASIDE**

1 of any such conditions, but the obligations of the **Grantee**, its successors and assigns, with
2 respect to such future performance shall be continued in full force and effect.

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[Signature Pages Follow]

1 FORA FOSET 5 OUTDEED, PARCEL C ROAD PORTION OF CEMETERY PARCEL,
2 CITY OF SEASIDE

1 IN WITNESS WHEREOF, the Grantor, the FORT ORD REUSE AUTHORITY, has
2 caused this Deed to be executed this 21st day of FEBRUARY, 2015.

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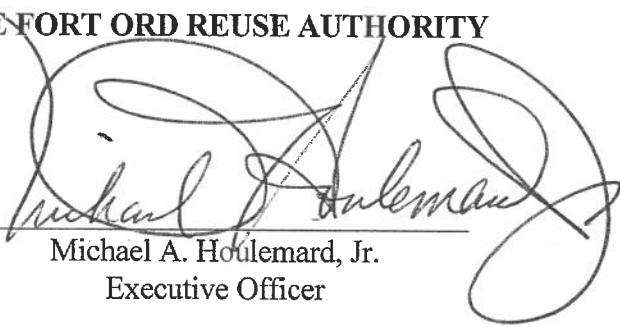
5 THE FORT ORD REUSE AUTHORITY

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10 By: 
Michael A. Houleman, Jr.
Executive Officer

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15 A notary public or other officer completing the certificate verifies only the identity of the individual who signed the
16 document to which the certificate is attached, and not the truthfulness, accuracy, or validity of the document.

17 State of California)

18 County of Monterey)

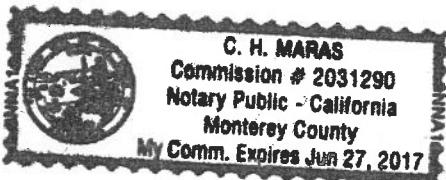
19 On 2/24/15 before me, C. H. Maras
20 Date *Here Insert Name and Title of the Officer*

21 personally appeared, Michael A. Houleman, Jr.
22 Name(s) of Signer(s)

23

24 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
25 subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
26 his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
27 person(s), or the entity up on behalf of which the person(s) acted, executed the instrument.

28



I certify under PENALTY OF PERJURY under the laws
of the State of California that the forgoing paragraph is
true and correct.

Witness my hand and Official Seal.

Signature



C. H. Maras

Signature of Notary Public

1
2 FORA FOSET 5 OUTDEED, PARCEL C ROAD PORTION OF CEMETERY PARCEL,
3 CITY OF SEASIDE

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5 ACCEPTANCE:

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7 In Testimony Whereof, witness the signature of the CITY OF SEASIDE, this 19th day
8 of March, 2014 hereby accepts and approves this Deed for itself, its successors and
9 assigns, and agrees to all the conditions, reservations, restrictions, and terms contained therein.

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CITY OF SEASIDE

By: 

Name: John Dunn

Title: City Manager

A notary public or other officer completing the certificate verifies only the identity of the individual who signed the document to which the certificate is attached, and not the truthfulness, accuracy, or validity of the document.

State of California)

County of Monterey)

On 3/10/15 before me,

before me,

Lesley E. Milton, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared,

John Dunn, City Manager

Name(s) of Signer(s)

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 acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity up on behalf of which the person(s) acted, executed the instrument.

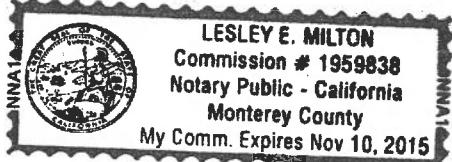
I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

Witness my hand and Official Seal.

Signature

Lesley E. Milton

Signature of Notary Public



**FORA FOSET 5 OUTDEED, PARCEL C ROAD PORTION OF CEMETERY PARCEL,
CITY OF SEASIDE**

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EXHIBIT "A"

Description of Property

EXHIBIT "A"

Parcel C 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 on the westerly boundary of said of Parcel B, said point being 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 northerly along the westerly line of said Parcel B

- 1) North 2° 22' 00" East, 90.21 feet; thence departing said westerly line
- 2) Easterly along the arc of a non-tangent curve to the left, having a radius of 488.00 feet, the center of which bears North 21° 30' 16" East , through a central angle of 26° 54' 31", for an arc length of 229.19 feet; thence tangentially
- 3) North 84° 35' 45" East, 534.11 feet; thence
- 4) Northerly along a tangent arc of a 1768.00 foot curve to the left, through a central angle of 20° 16' 03", for an arc length of 625.41 feet; thence
- 5) North 64° 19' 42" East, 542.01 feet; thence
- 6) Easterly along a tangent arc to the right, having a radius of 532.00 feet, through a central angle of 7° 15' 31", for an arc length of 67.40 feet more or less, to a point on the easterly line of said Parcel B, said line also being the city limit line of the City of Seaside; thence southerly along said line
- 7) South 18° 59' 46" West, 84.09 feet; thence departing said easterly line
- 8) Southerly along a non-tangent arc to the left, having a radius of 468.00 feet, the center of which bears South 24° 40' 48" East, through a central angle of 0° 59' 30", for an arc length of 8.10 feet; thence tangentially
- 9) South 64° 19' 42" West, 542.01 feet; thence
- 10) Southerly along a tangent arc to the right, having a radius of 1832.00 feet, through a central angle of 20° 16' 03", for an arc length of 648.04 feet; thence
- 11) South 84° 35' 45" West, 534.11 feet; thence
- 12) Northerly along a tangent arc to the right, having a radius of 552.00 feet, through a central angle of 20° 39' 04", for an arc length of 198.96 feet to a point of reverse curvature; thence

LEGAL DESCRIPTION

Page 2 of 2

March 22, 2013
Job No.: 1827.13

13) Southerly along the to the left, having a radius of 20.00 feet, through a central angle of $117^{\circ} 07' 49''$, for an arc length of 40.89 feet; thence

14) North $46^{\circ} 51' 36''$ West, 17.29 feet to the point of beginning.

Containing an area of 2.93 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

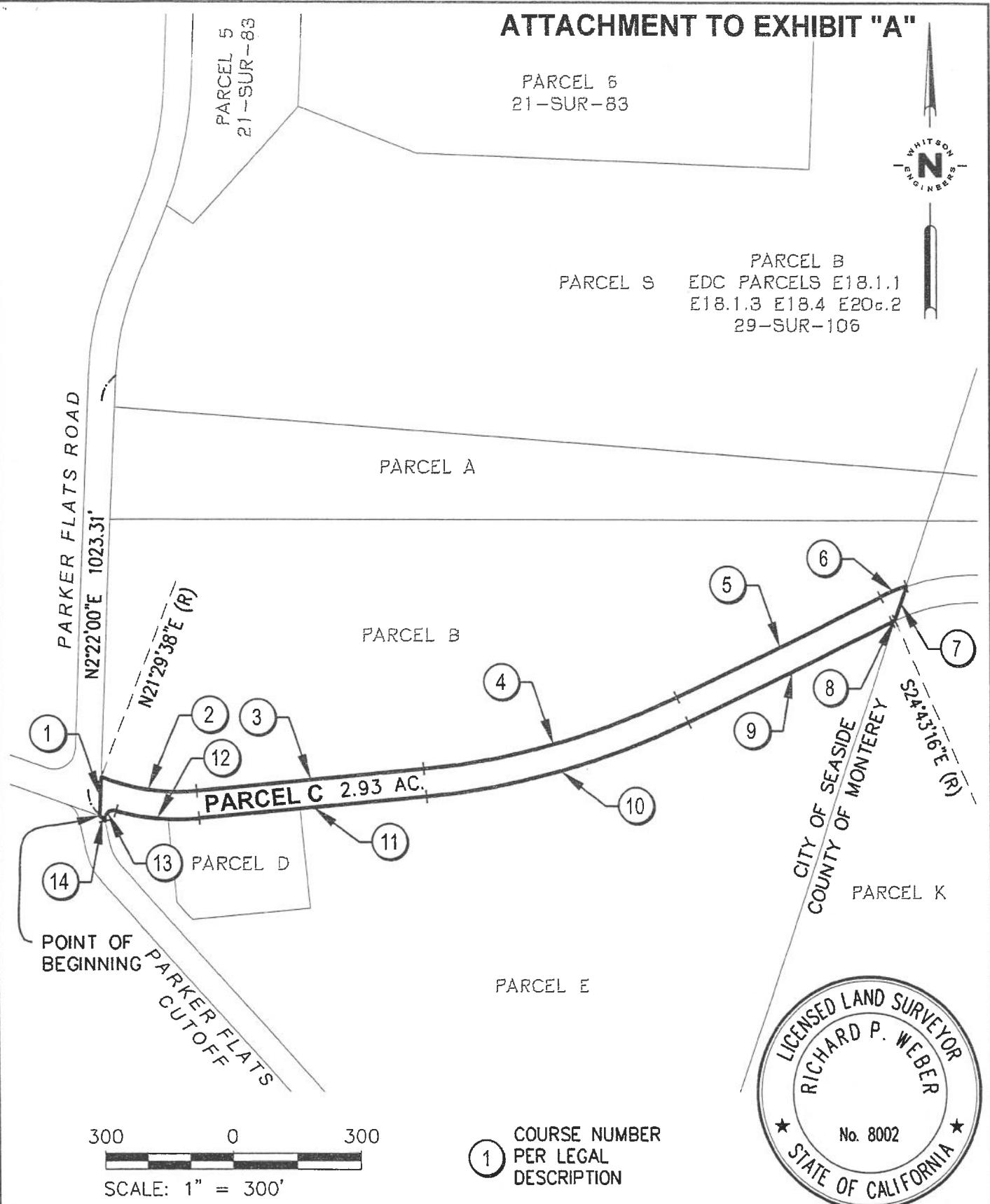


RICHARD P. WEBER P.L.S.
L.S. NO. 8002

Job No.: 1827.13



ATTACHMENT TO EXHIBIT "A"



WE	PARCEL C	DATE: MARCH 22, 2012	SHEET
		SCALE: 1" = 300'	
CITY OF SEASIDE	CALIFORNIA	DRAWN: SMG	1
		CHECKED: RPW	OF 1
DRAWING PATH: T:\Monterey Projects\1827\182713\182713 - ROS - Parcel Plats.dwg		PROJECT No.: 1827.13	



**FORA FOSET 5 OUTDEED, PARCEL C ROAD PORTION OF CEMETERY PARCEL,
CITY OF SEASIDE**

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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.

Exhibit E – Notification of Munitions and Explosives of Concern (MEC)*

Munitions Response Site	Type of Military Munitions	Date of Military Munitions Use	Munitions Response Actions
MRS-3 Old Demolition Training Area, Range 49 (Parcel E19a.4)	Munitions Debris (MD) Munitions and Explosives of Concern (MEC)	Unknown	As noted in the Archives Search Report (ASR), the site served as a land mine warfare, anti-armor, Molotov Cocktail training and demolition area with a $\frac{1}{4}$ - pound explosive limit. Site is adjacent to MRS-37, MRS-53EXP and MRS-54. A munitions response (sampling investigation) at this site resulted in discovery of 153 inert 81mm practice mortars, 34 inert antitank (AT) training mines and miscellaneous firing devices, including two MEC items (a blasting cap and mine fuze). A munitions response (removal) to a depth of 4 feet ¹ was performed. According to the MMRP database 44 MEC items (firing devices, signals and practice grenades) and 794 munitions debris items were removed. Review of military munitions clearance grid records identified several ammunition burn pits and empty and burned 55-gallon drums. MRS-3 is included in the Parker Flats Munitions Response Area (MRA; Plate 6). The Parker Flats MRA was evaluated in the Track 2 Munitions Response Remedial Investigation/Feasibility Study (Parker Flats MR RI/FS). No MEC is expected to remain at MRS-3 and no further munitions response was recommended (<i>MACTEC, 2006</i>). The Final Track 2 Parker Flats MR RI/FS was submitted to the USEPA and the DTSC on August 31, 2006.
MRS-4A Chemical, Biological, and Radiological (CBR) Training Area (Parcels E18.1.3, E18.4 and E19a.1)	MD MEC	At least from 1957 to 1964	According to the ASR, the CBR Training Areas appear on the 1957 and 1958 Fort Ord Training Areas and Facilities Training maps. Three munitions responses were conducted on MRS-4A, including two phases of grid investigation and a removal over the entire site. All grid investigations and the removal were to a depth of 4 feet. According to the MMRP database 72 MEC items (mostly grenade fuzes) and 13 munitions debris items (mostly practice hand grenades) were removed. One MEC item was found in Parcel E18.1.3 and no MEC were found in Parcel E18.4. Three munitions debris items were found in Parcel E18.4 and no munitions debris was found in Parcel E18.1.3. No MEC is expected to remain at MRS-4A and no further munitions response was recommended (<i>USA, 2000a</i>). MRS-4A will be evaluated through the RI/FS process per the provisions of the FFA, as amended, and as part of the ongoing former Fort Ord MMRP.
MRS-4B CBR Training Area (Parcel E19a.3)	MD MEC	At least from 1958	A CBR Training Area (MRS-4B) is shown on the 1958 Fort Ord Training Areas & Facilities map. The ASR noted classroom training using chemical agents similar to tear gas. A munitions response (sampling investigation) in 1993 found one MEC item (40mm practice cartridge), two munitions debris items and small arms ammunition. Additional sampling conducted in 1997 found three MEC items (smoke grenades) and munitions debris. In 1998, USA Environmental, Inc. performed a munitions response (removal) and found 293 MEC items, primarily blasting caps, simulators, smoke signals, and fuzes. The USA After Action Report notes nine burial pits, ranging in depth from 6 inches to 42 inches, containing grenades, grenade fuzes, simulators, pyrotechnics and blasting caps. Trash, including tires and wire, was found in one pit. A battery was found in a second pit. MRS-4B is included in the Parker Flats MRA. The Parker Flats MRA was evaluated in the Track 2 Parker Flats MR RI/FS. No MEC is expected to remain at MRS-4B and no further munitions response was recommended (<i>MACTEC, 2006</i>). The Final Track 2 Parker Flats MR RI/FS was submitted to the USEPA and the DTSC on August 31, 2006.

Exhibit E – Notification of Munitions and Explosives of Concern (MEC)*

Munitions Response Site	Type of Military Munitions	Date of Military Munitions Use	Munitions Response Actions
MRS-11 Demolition Training Area (Parcel E11b.7.1.1)	MD MEC	At least from 1946 to 1957	As noted in the ASR, MRS-11 was identified as an old EOD range. The 1946 Historic Map Master Plan Fort Ord shows a live hand grenade training range. Additionally, the 1957 Fort Ord Training Areas & Facilities map shows a Frag Zone and Engineer Training Area "C". MRS-11 underwent a munitions response (removal) to a depth of 1 foot in the southern half of the site using geophysical equipment. Twenty MEC items, including nine MKII fragmentation hand grenades, and 2,316 munitions debris items (mostly hand grenade fuzes) were found and removed during the 1-foot removal. The northern half of MRS-11 was investigated (sampled) using SiteStats/GridStats (SS/GS) methodology. No MEC was found during SS/GS investigation. Based on the results of the munitions responses, additional munitions response (investigation) was recommended within MRS-11 and to the east of the site (USA, 2007e). MRS-11 will be evaluated through the RI/FS process per the provisions of the FFA, as amended, and as part of the ongoing former Fort Ord MMRP.
MRS-13B Practice Mortar Range (Parcels E19a.2 and E19a.3)	CWM MD MEC	1950s	MRS-13B is labeled as Sinkhole Training Area and Sinkhole Practice Mortar on 1950s training maps. A munitions response (sampling) was conducted in 57 grids in 1993 and 1994. Based on the results of the investigation, MRS-13B underwent removal actions to a depth of 4 feet from August 1995 to April 1998 using geophysical equipment. According to the MMRP database, a total of 343 MEC items and 2,014 munitions debris items were found during investigation and removal actions. Numerous trash pits containing range-related debris were also observed at MRS-13B. Two chemical agent identification sets (CAIS) were found in a burial pit. The CAIS, chemical warfare materiel (CWM), were used to train soldiers to recognize and protect themselves from chemical agents. The CAIS contain dilute solutions of chemical agents in small (1-ounce) hermetically sealed glass containers. All glass containers were found to be intact and were removed by the Army's Technical Escort Unit from Dugway Proving Ground, Utah (Army, 1997b). No MEC items or trash pits were found in the portion of MRS-13B within Parcel E19a.2. MRS-13B is included in the Parker Flats MRA. The Parker Flats MRA was evaluated in the Track 2 Parker Flats MR RI/FS. No MEC is expected to remain at MRS-13B and no further munitions response was recommended (MACTEC, 2006). The Final Track 2 Parker Flats MR RI/FS was submitted to the USEPA and the DTSC on August 31, 2006.
MRS-13C CSU Footprint – Wedge (Parcel S1.3.2)	MD MEC	1940s through 1950s	MRS-13C is comprised of a wedge shaped strip of land lying between MRS-31 to the north and MRS-13B to the south. MRS-13C is located within a larger area identified as a Tactical Training Area on historical training maps. A portion of a mortar square (non-firing area) was also identified on historical training maps in the site vicinity. Based on the results of munitions responses (investigation) conducted in adjacent sites in 1994, a munitions response (removal) to a depth of 4 feet was conducted over all of MRS-13C in 1997 and all MEC and munitions debris found was removed. According to the Fort Ord MMRP database, 59 MEC items and 203 munitions debris items were recovered during the removal. No MEC is expected to remain at MRS-13C and no further munitions response was recommended (USA, 2000c). MRS-13C will be evaluated through the RI/FS process per the provisions of the FFA, as amended, and as part of the ongoing former Fort Ord MMRP.
MRS-14A Lookout Ridge II (LOR2) (Parcel L20.5.1 and	MD MEC	At least since 1957	This site is part of MRS-14, which is divided into five areas, 14A through 14E. This site was believed to be an impact location for 7-inch to 8-inch naval gun projectiles that overshot the Impact Area. As mentioned in the ASR, a 1957 Fort Ord Training Areas & Facilities map shows a mortar position in this area. MRS-14A has undergone munitions responses (one investigation and two removals). MEC found during investigation included 22mm sub-caliber cartridges, pyrotechnic signals, rifle-fired smoke grenades, and practice projectiles. To support the use of a portion of the parcel as a parking area for the Laguna Seca Racetrack, a munitions response (removal) to a depth of 3 feet using geophysical equipment was performed over a portion of the parcel in 1994.

Exhibit E – Notification of Munitions and Explosives of Concern (MEC)*

Munitions Response Site	Type of Military Munitions	Date of Military Munitions Use	Munitions Response Actions
L20.5.2)			All MEC detected was removed. Follow-up munitions responses (removals) to depths of 1 foot and 4 feet were performed in June 1997 through April 1998. The 1-foot removal was conducted in habitat reserve areas. A 4-foot removal was conducted in development areas (parking). The area where the 4-foot removal was performed included the area previously cleared to 3 feet. All MEC detected was removed. No high explosive MEC was encountered and no further munitions response was recommended (<i>USA, 2001b</i>). It was also recommended that grids not investigated due to vegetation and terrain constraints be investigated in a future munitions response. According to the M/MPRP database, 66 MEC items and 577 munitions debris items were recovered during the munitions responses. No evidence of 7-inch or 8-inch projectiles was found at MRS-14A. MEC is not expected to remain at MRS-14A. MRS-14A will be evaluated through the RI/FS process per the provisions of the FFA, as amended, and as part of the ongoing former Fort Ord MMRP.
MRS-23 (Parcel E11b.7.1.1)	MEC MD		MRS-23 was formerly an Engineer Training Area and Field Expedient Area. A munitions response (removal) to a depth of 4 feet was completed in 1997. One MEC item (1/4 pound of TNT) and one munitions debris item (practice antitank mine) were found during the munitions response. Based on the results of the munitions response, no further munitions response was recommended within MRS-23 (<i>USA, 2001d</i>). MEC is not expected to remain at MRS-23. MRS-23 will be evaluated through the RI/FS process per the provisions of the FFA, as amended, and as part of the ongoing former Fort Ord MMRP.
MRS-27A Training Site 1 (Parcels E19a.2 and E19a.3)	MD MEC	1970s through facility closure	MRS-27A is one of 25 training sites identified from a 1984 Fort Ord training facilities map in the 1994 supplement to the ASR (<i>USAEDH, 1994</i>). As described in the Fort Ord Range Regulations, a training site is a facility located within a training area and used as an overnight bivouac area. The USACE conducted a munitions response (site walk) of MRS-27A in 1996 as part of a PA/SI (<i>USADEH, 1997</i>). The USACE UXO Safety Specialist found only spent blank small arms ammunition and pyrotechnics at MRS-27A. To address the hazard associated with surface MEC potentially present in areas accessible to the public, a munitions response (visual surface removal) of accessible areas was performed by munitions response contractors under the direction of the USACE in late 2001 to early 2002. One MEC item (hand grenade fuze) was found and removed (<i>Parsons, 2002a</i>). The southern portion of MRS-27A overlaps Parcel E19a.3, is outside of Parcel E19a.2, and lies within the Parker Flats MRA, partially overlapping MRS-53EXP and MRS-55. As part of the Parker Flats MRA, the southern portion of MRS-27A underwent a munitions response (removal) to a depth of 4 feet. According to the former Fort Ord MMRP database, munitions debris and MEC were found within the portion of MRS-27A that overlaps the Parker Flats MRA. The Parker Flats MRA was evaluated in the Track 2 Parker Flats MR RI/FS. No MEC is expected to remain at MRS-27A and no further munitions response was recommended (<i>MACTEC, 2006</i>). The Final Track 2 Parker Flats MR RI/FS was submitted to the USEPA and the DTSC on August 31, 2006. The remainder of MRS-27A will be evaluated through the RI/FS process per the provisions of the FFA, as amended, and as part of the ongoing former Fort Ord MMRP.
MRS-27B Training Site 2 (Parcels E19a.2, E19a.3 and	MD MEC	1970s through facility closure	MRS-27B was one of 25 training sites identified from a 1984 Fort Ord training facilities map in the 1994 supplement to the ASR (<i>USAEDH, 1994</i>). As described in the Fort Ord Range Regulations, a training site is a facility located within a training area and used as an overnight bivouac area. The ASR also notes this site is located northeast of Parker Flats Training Area. The USACE conducted a munitions response (site walk) of MRS-27B in 1996 as part of a PA/SI (<i>USADEH, 1997</i>). The USACE UXO Safety Specialist found only spent blank small arms ammunition and pyrotechnics at MRS-27B. To address the hazard associated with surface MEC potentially present in areas accessible to the public, a munitions response (visual surface removal) was performed by

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Exhibit E – Notification of Munitions and Explosives of Concern (MEC)*

Munitions Response Site	Type of Military Munitions	Date of Military Munitions Use	Munitions Response Actions
E19a.4)			<p>munitions response contractors under the direction of the USACE in 2001 and 2002. No MEC items were found at MRS-27B during the visual surface removal (<i>Parsons, 2002a</i>). According to the MMRP database, one munitions debris item (a smoke grenade) was detected in a latrine within the site boundaries. Miscellaneous pyrotechnic items have also been discovered within the site boundaries. No MEC or munitions debris were found during the visual surface removal conducted within MRS-27B. The southern portion of MRS-27B overlaps Parcel E19a.3, is outside of Parcel E19a.2, and lies within the Parker Flats MRA, partially overlapping MRS-53EXP and MRS-55. As part of the Parker Flats MRA, the southern portion of MRS-27B underwent a munitions response (removal) to a depth of 4 feet. The Parker Flats MRA was evaluated in the Track 2 Parker Flats MR RI/FS. No MEC is expected to remain at MRS-27B and no further munitions response was recommended (<i>MACTEC, 2006</i>). The Final Track 2 Parker Flats MR RI/FS was submitted to the USEPA and the DTSC on August 31, 2006. The remainder of MRS-27B will be evaluated through the RI/FS process per the provisions of the FFA, as amended, and as part of the ongoing former Fort Ord MMRP.</p>
MRS-27C Training Site 3 (Parcel E19a.4)	MD	1970s through facility closure	<p>The ASR states that MRS-27C is located northeast of TS-2 (MRS-27B) and south of the Tactical Training Area (MRS-45; Plate 4). This area was used from the 1970s as an overnight bivouac area. Munitions responses (investigations) conducted within Parcel E19a.4 included a site walk of MRS-27C completed by the USACE in 1996 during the Archives Search (<i>USADEH, 1997</i>). Only spent blank small arms ammunition and expended pyrotechnics (munitions debris) were found at MRS-27C. To address the hazard associated with surface MEC potentially present in areas accessible to the public, a munitions response (visual surface removal) was performed by munitions response contractors under the direction of the USACE in late 2001 to early 2002. No MEC items were found at MRS-27C (<i>Parsons, 2002a</i>). A reconnaissance of MRS-27C was also completed as part of the Basewide Range Assessment. No targets or range features were observed. Several fighting positions were mapped. An expended smoke grenade (munitions debris) was found in one of the fighting positions. No MEC is expected to be present at MRS-27C. MRS-27C will be evaluated through the RI/FS process per the provisions of the FFA, as amended, and as part of the ongoing former Fort Ord MMRP.</p>
MRS-27E Training Site 5 (Parcel L20.2.1)	MD	1970s through facility closure	<p>This area was used since the 1970s as an overnight bivouac area. A USACE UXO Safety Specialist conducted a munitions response (site walk) that included MRS-27E as part of a PA/SI (<i>USADEH, 1997</i>). Munitions debris including expended flares and illumination signals were found. No evidence of other types of training or use as an impact area was observed. No MEC is expected to be present at MRS-27E. MRS-27E will be evaluated through the RI/FS process per the provisions of the FFA, as amended, and as part of the ongoing former Fort Ord MMRP.</p>
MRS-27F Training Site 6 (Parcel L20.2.1)	MEC	1970s through facility closure	<p>This site is located in the northern portion of MRS-59. This area was used as an overnight bivouac area since the 1970s. A USACE UXO Safety Specialist conducted a munitions response (site walk) that included MRS-27F and MRS-59 as part of a PA/SI (<i>USADEH, 1997</i>). Munitions debris (expended pyrotechnics) were found; however, the specific location of these items was not documented. No evidence of the use of 2.36-inch rockets, reportedly used at MRS-59, was observed. Additionally, a review of Range Control files included the incomplete entry for an item reportedly located within Training Site 6. No other information in the entry was provided. MRS-27F was evaluated for MEC in the Groups 1 – 5 Track 1 Plug-In Approval Memorandum and determined to be a Track 1 site. MEC is not expected to be found at MRS-27F and no further action related to MEC was</p>

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Exhibit E – Notification of Munitions and Explosives of Concern (MEC)*

Munitions Response Site	Type of Military Munitions	Date of Military Munitions Use	Munitions Response Actions
MRS-27G Training Site 7 (Parcel E19a.5)	MD MEC	1970s through facility closure	This area was incorporated into Site MRS-53. See MRS-53.
MRS-27O Training Site 15 (Parcel L20.8)	MD MEC	1964 through facility closure	The northern portion of Barloy Canyon Road passes through MRS-27O (Plate 10). MRS-27O is identified as a former training site in the 1994 supplement to the ASR and was used as a bivouac area since at least 1964. In support of the ASR, a UXO Safety Specialist performed a munitions response (site walk) in March 1996 and found expended small arms blanks and expended pyrotechnic items (USADEH, 1997). A follow-up munitions response was performed by a munitions response contractor. This munitions response was completed in October 1999 and included a surface investigation conducted over a large portion of Barloy Canyon Road. No MEC or munitions debris were found on the parcel. Two MEC items (pyrotechnics) and munitions debris (expended grenade fuze) were found on a trail that parallels Parcel L20.8, south of MRS-27O. Additionally, a visual surface Time-Critical Removal Action (TCRA) was performed that included MRS-27O following an accidental fire in the area (Eucalyptus Fire Area). One MEC item (pyrotechnic signal) was found within MRS-27O (Shaw, 2005b). MEC is not expected to be present on Parcel L20.8. MRS-27O and the surrounding area will be evaluated through the RI/FS process per the provisions of the FFA, as amended, and as part of the ongoing former Fort Ord MMRP.
MRS-28 Military Operations on Urbanized Terrain (MOUT) Site (Parcel F1.7.2)	MD MEC	Ongoing	This site includes Impossible City, a mock city training area that is currently used for tactical training of military, federal, and local law enforcement agencies. MRS-28 was investigated during two separate munitions responses. Additionally, a visual surface TCRA was performed following an accidental fire in the area (Eucalyptus Fire Area). According to the MMRP database, 118 MEC items and 293 munitions debris items were removed during the investigations and the TCRA. MEC is not expected to remain on the surface at MRS-28. MRS-28 will be evaluated through the RI/FS process per the provisions of the FFA, as amended, and as part of the ongoing former Fort Ord MMRP.
MRS-29 Laguna Seca Bus Turn Around (Parcels L20.5.2 and L20.5.3)	MEC	Unknown	This area was believed to be an impact location for 7-inch to 8-inch naval gun projectiles. A munitions response (sampling investigation) that included over 50% of MRS-29 was conducted in 1995 (HFA, 1995). Following investigation, a munitions response (removal) to a depth of 4 feet using geophysical equipment was completed. According to the MMRP database, one MEC item (smoke grenade) and 208 munitions debris items were discovered during these munitions responses. No evidence of 7-inch or 8-inch projectiles was found at MRS-29 or in adjacent MRS-14A. Based on the results of the munitions responses, no further munitions responses were recommended within MRS-29 (USA, 2000d). MEC is not expected to remain at MRS-29. MRS-29 will be evaluated through the RI/FS process per the provisions of the FFA, as amended, and as part of the ongoing former Fort Ord

Exhibit E – Notification of Munitions and Explosives of Concern (MEC)*

Munitions Response Site	Type of Military Munitions	Date of Military Munitions Use	Munitions Response Actions
			MMRP.
MRS-30 Laguna Seca Turn 11 (Parcels L20.3.1, L20.3.2 and L20.5.4)	MD MEC	At least since 1945	The December 1956 Training Areas map shows the area as a training site. The ASR notes this site is considered a military munitions site because it lies within the boundaries of the Impact Area and is adjacent to the Wolf Hill Training Area (Plate 11). A munitions response (removal) to a depth of 4 feet was conducted using geophysical equipment. According to the MMRP database, two MEC items and eight munitions debris items were removed. Based on the results of the munitions response, no further munitions response was recommended within MRS-30 (<i>UXB, 1995b</i>). Upon completion of the munitions response, approximately 30 feet to 40 feet of fill material was placed over most of MRS-30 in support of construction activities associated with the expansion of Turn 11 of Laguna Seca Raceway. MEC is not expected to be found at MRS-30. MRS-30 will be evaluated through the RI/FS process per the provisions of the FFA, as amended, and as part of the ongoing former Fort Ord MMRP.
MRS-31 CSU Footprint (Parcel S1.3.2)	MD MEC	1940s through 1990s	MRS-31 encompasses MRS-4C, MRS-7, MRS-8, and MRS-18 (Plate 4). The boundary of MRS-31 was established to correspond to the boundary of transfer Parcel S1.3.2 and to include each of the MRSSs. Initial munitions response (investigation) at MRS-31 was conducted in 1994. Based on the results, 3-foot and 4-foot removals were conducted throughout the site. According to the MMRP database, 1,831 MEC items and 2,485 munitions debris items were found during munitions responses at MRS-4C, MRS-7, MRS-8, MRS-18, and MRS-31. MEC is not expected to remain at MRS-31 and no further munitions response was recommended (<i>UXB, 1995c</i>). MRS-31, as well as the MRSS within MRS-31, will be evaluated through the RI/FS process per the provisions of the FFA, as amended, and as part of the ongoing former Fort Ord MMRP.
MRS-37 Parker Flats Practice Mortar Range (Parcel E19.a.3 and E19.a.4)	MD MEC	Unknown	According to the ASR, this site appeared on an undated map from the Fort Ord Fire Department. This area was most likely used for firing practice mortars or in non-firing drills (dry-fire). A munitions response (sampling investigations) were performed in March and June of 1998. All munitions responses were to a depth of 4 feet. According to the MMRP database, 58 MEC items and 994 munitions debris items were found and removed during munitions responses. MRS-37 is included in the Parker Flats MRA (Plate 6). The Parker Flats MRA was evaluated in the Track 2 Parker Flats MR RI/FS. No MEC is expected to remain at MRS-37 and no further munitions response was recommended (<i>MACTEC, 2006</i>). The Final Track 2 Parker Flats MR RI/FS was submitted to the USEPA and the DTSC on August 31, 2006.
MRS-40 Parker Flats Gas House (Parcel E18.1.2)	MD MEC	Unknown	MRS-40 is identified as the Parker Flats Gas House and included a facility to train troops in the use of gas masks. According to the ASR, this site has the same characteristics as Sites MRS-4A and MRS-4B. Tear gas agents (CS and CN) may have been used in the gas chambers. Based on a review of a 1983 U.S. Chemical Systems Laboratory document, classroom training occurred in Building 2820 on this site, and part of the training involved use of minute quantities of mustard gas. SiteStats/GridStats sampling investigation was performed at this site in October 1997. No MEC was found. Three munitions debris items (unknown fragments) were found. MRS-40 is included in the Parker Flats MRA and the entire site underwent a munitions response (removal) to a depth

Exhibit E – Notification of Munitions and Explosives of Concern (MEC)*

Munitions Response Site	Type of Military Munitions	Date of Military Munitions Use	Munitions Response Actions
			<p>of 4 feet using geophysical equipment. The data associated with the removal at MRS-40 was included with the data for adjacent MRS-50 and MRS-50EXP (Plate 6). The Parker Flats MRA was evaluated in the Track 2 Parker Flats MR RI/FS. No MEC is expected to remain at MRS-40 and no further munitions response was recommended (<i>MACTEC, 2006</i>). The Final Track 2 Parker Flats MR RI/FS was submitted to the USEPA and the DTSC on August 31, 2006.</p>
MRS-42/MRS-42EXP Demolition Area-Rifle Grenade Area (Parcels E11b.7.1.1, E11b.8 and L20.19.1.1)	MD MEC	1940s	<p>MRS-42 was formerly the Fort Ord Ammunition Supply Point (ASP) Rifle Grenade Area, as identified on a 1946 training map. This area includes the northern portion of the ASP (Plate 5). MRS-42 underwent a munitions response (removal) to a depth of 4 feet using geophysical equipment. Due to the presence of MEC and munitions debris at the edge of the site the munitions response extended beyond the original boundary of MRS-42. The extended area is identified as MRS-42EXP. According to the former Fort Ord MMRP database, 61 MEC items (primarily M9 series antitank rifle grenades) and 27 munitions debris items (mostly MKII hand grenade fragments and practice antitank rifle grenades) were removed. It was recommended additional investigation be conducted within MRS-42 (<i>USA, 2001f</i>). MRS-42 will be evaluated through the RI/FS process per the provisions of the FFA, as amended, and as part of the ongoing former Fort Ord MMRP.</p>
MRS-43 South Boundary Area (Parcels E29.1, L6.2, L20.13.1.2 and L20.13.3.1)	MD MEC	1942 to 1944	<p>According to the former Fort Ord Fire Chief, a portion of the ridge in this site was used as a backstop for rifle grenades and shoulder launched projectiles from 1942-1944. During a munitions response (investigation) by an UXO Safety Specialist, a 37mm fragmentation was discovered at the northwest end of the site. In 1999, nineteen 100-foot by 200-foot grids were investigated using SS/GS and 100% grid sampling, and 19 munitions debris items were recovered. Based on the sampling results a munitions response (removal) to a depth of 4 feet was conducted at the northwest end of MRS-43 (Parcels E29.1 and L6.2). Upon completion of the removal, the removal area was investigated using digital geophysical equipment. The digital geophysical investigation of MRS-43 included the unpaved shoulder of South Boundary Road (Parcels L20.13.1.2 and L20.13.3.1; Plate 9). All munitions responses were conducted to a depth of 4 feet. According to the MMRP database 28 MEC items and 36 munitions debris items were removed during the munitions responses. Five of the 28 MEC items removed from MRS-43 were found in Parcels L20.13.3.1 and L6.2 and only one MEC item was found in Parcel E29.1. No MEC items were found within Parcel L23.13.1.2. Based on the results of the munitions responses, no further munitions response was recommended within the Del Rey Oaks (DRO) Group, which includes MRS-43 (<i>USA, 2001c</i>). No MEC is expected to remain at MRS-43. MRS-43 will be evaluated through the RI/FS process per the provisions of the FFA, as amended, and as part of the ongoing former Fort Ord MMRP. Also see MRS-15 DRO 01.</p>

Exhibit E – Notification of Munitions and Explosives of Concern (MEC)*

Munitions Response Site	Type of Military Munitions	Date of Military Munitions Use	Munitions Response Actions
MRS-44EDC (Parcels E18.1.1, E18.1.2 and E20c.2)	MD MEC	Unknown	MRS-44 was established based on the presence of fragmentation from 37mm LE projectiles found during a munitions response (site walk) conducted by a USACE UXO Safety Specialist as part of the PA/SI (<i>USAEDH, 1997</i>). To facilitate the transfer of property, MRS-44 was subdivided into MRS-44EDC and MRS-44PBC. Two munitions responses (sampling investigations) were conducted at the site. The sampling investigations were completed to a depth of 4 feet. According to the MMRP database, 11 MEC items and 53 munitions debris items were removed during investigation. It was recommended that a munitions response (removal) to 4 feet be conducted at MRS-44EDC (<i>USA, 2001i</i>). MRS-44EDC will be evaluated through the RI/FS process per the provisions of the FFA, as amended, and as part of the ongoing former Fort Ord MMRP.
MRS-44PBC (Parcels L20.1.8 and L23.2)	MD MEC	Unknown	MRS-44 was established based on the presence of fragmentation from 37mm LE projectiles found during a munitions response (site walk) conducted by a USACE UXO Safety Specialist as part of a PA/SI (<i>USAEDH, 1997</i>). To facilitate the transfer of property, MRS-44 was subdivided into MRS-44EDC and MRS-44PBC. Two munitions responses (sampling investigation and a removal action) were conducted at MRS-44PBC. All munitions responses were to a depth of 4 feet. According to the MMRP database, 16 MEC items and 73 munitions debris items were removed during munitions responses. MRS-44PBC will be evaluated through the RI/FS process per the provisions of the FFA, as amended, and as part of the ongoing former Fort Ord MMRP.
MRS-45 Tactical Training Area-TTA (Parcels L20.2.1, L5.7, E19a.3, and E19a.4)	MD MEC	Unknown	A portion of MRS-45 lies within Parcel L20.2.1 (Plate 4). Munitions response (sampling investigation) of MRS-45 was conducted in 1997. According to the MMRP database, a total of 5 MEC items (all pyrotechnic or practice/training-related items) and 224 munitions debris items were found during the sampling investigation in MRS-45. To address the hazard associated with surface MEC potentially present in areas accessible to the public, a munitions response (visual surface removal) of accessible areas, including the eastern portion of MRS-45, was performed by a munitions response contractor under the direction of USACE. Three MEC items (pyrotechnic signals) and small arms ammunition were found and removed. None of these items were found in the portion of MRS-45 that lies within Parcel L20.2.1 (<i>Parsons, 2002b</i>). Sampling and a visual surface removal conducted at this site identified evidence of past training involving only the use of practice and pyrotechnic items that are not designed to cause injury. MEC is not expected to remain at MRS-45. MRS-45 will be evaluated through the RI/FS process per the provisions of the FFA, as amended, and as part of the ongoing former Fort Ord MMRP.
MRS-47 Wolf Hill (Parcels L20.3.1 and L20.3.2)	MD MEC	1950s	MRS-47 was identified on a 1957 training map as the Wolf Hill Training Area. MRS-47 has undergone munitions responses (two sampling investigations and a removal). During investigation, evidence that the site was used as an impact area was found. The MEC items found included high explosive mortars and projectiles. A removal to a depth of 4 feet using geophysical equipment was performed. According to the MMRP database, 261 MEC items and 127 munitions debris items were removed from MRS-47. Seventy of the MEC items were rifle-fired smoke grenades found intentionally buried in a pit at a depth of 3 feet. MEC is not expected to remain at MRS-47. No further military munitions investigation was recommended (<i>USA, 2000b</i>). MRS-47 will be evaluated through the RI/FS process per the provisions of the FFA, as amended, and as part of the ongoing former Fort Ord MMRP.

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Munitions Response Site	Type of Military Munitions	Date of Military Munitions Use	Munitions Response Actions
MRS-48 Former Dummy Grenade Range (Parcel L20.19.1.1)	MD MEC	1940s through 1950s	MRS-48 lies is located on the west side of Barley Canyon Road (Plate 5). The eastern boundary of MRS-48 overlaps portions of the right-of-way associated with Barley Canyon Road. MRS-48 was identified on a 1946 Fort Ord Master Plan as a "Dummy Grenade Range." During a munitions response (investigation) by a UXO Safety Specialist, fragments from 4.2-inch mortars and other debris were discovered. A munitions response (grid sampling) was completed at the site in 1988. According to the MMRP database, 3 MEC items (practice hand grenade fuze, a rifle-fired signal, and a screening smoke pot) and 22 munitions debris items were removed. Additionally, over 100 pounds of fragments, mostly from 4.2-inch smoke mortars and smoke grenades, were removed. No sampling occurred within Parcel L20.19.1.1. It was concluded that a grenade and 4.2-inch mortar impact area existed within or near the site and that additional munitions responses be conducted within, to the north and to the south of the site (USA, 2001h). MRS-48 will be evaluated through the RI/FS process per the provisions of the FFA, as amended, and as part of the ongoing former Fort Ord MMRP.
MRS-50 Artillery Hill (Parcels E18.1.1 and E18.1.2)	MD MEC	1940s through 1960s	This area was identified during interviews conducted as part of the ASR. Artillery Hill was reportedly used as a target area for rifle grenades and shoulder launched projectiles in the 1940s, 1950s and 1960s. A munitions response (site walk) was conducted by a USACE UXO Safety Specialist as part of a PA/SI. During the munitions response, fragments from 37mm projectiles and 75mm high explosive (HE) projectiles were discovered. A munitions response (removal) to a depth of 4 feet was completed over all of the Parker Flats MRA, including MRS-50, using digital geophysical equipment. According to the MMRP database, 442 MEC items and 724 munitions debris items were removed from the site. MRS-50 is part of the Parker Flats MRA (Plate 6). The Parker Flats MRA was evaluated in the Track 2 Parker Flats MR RI/FS. No MEC is expected to remain at MRS-50 and no further munitions response was recommended (MACTEC, 2006). The Final Track 2 Parker Flats MR RI/FS was submitted to the USEPA and the DTSC on August 31, 2006.
MRS-50EXP (Parcels E18.1.1, E18.1.2 and E19a.1)	MD MEC	1940s through 1960s	MRS-50EXP was identified as a MRS due to the expansion of the removal area associated with MRS-50. MEC and munitions debris were found at the boundary of MRS-50, which warranted an expansion of the investigation area in all directions. The investigation of MRS-50 and its expansion areas included a munitions response (removal) conducted over the entire site to a depth of 4 feet using digital geophysical equipment. According to the MMRP database, 430 MEC items and 1,186 munitions debris items were found and removed from MRS-50EXP. MRS-50EXP is part of the Parker Flats MRA (Plate 6). The Parker Flats MRA was evaluated in the Track 2 Parker Flats MR RI/FS. No MEC is expected to remain at MRS-50EXP and no further munitions response was recommended (MACTEC, 2006). The Final Track 2 Parker Flats MR RI/FS was submitted to the USEPA and the DTSC on August 31, 2006.
MRS-52 Rifle Grenade and Projectile Target Area (Parcel E19a.3 and E19a.4)	MD MEC	1950s	This site was identified during interviews conducted as part of the ASR and a 1958 map of Fort Ord Training Areas & Facilities shows a Rifle Grenade and Projectile Target Area. During a site inspection, a 37mm fragment and an AT mine (inert) were discovered. Because of the expansion of the removal area associated with adjacent MRS-53, MRS-52 is now part of MRS-53 and included in the Parker Flats MRA (Plate 6). The Parker Flats MRA underwent a munitions response (removal) to a depth of 4 feet using digital geophysical equipment. The munitions data for MRS-52 is reported with the MRS-53 data. The items found included both MEC and munitions debris. The Parker Flats MRA was evaluated in the Track 2 Parker Flats MR RI/FS. No MEC is expected to remain at MRS-52 and no further munitions response was recommended (MACTEC, 2006). The Final Track 2 Parker Flats MR RI/FS was submitted to the USEPA and the DTSC on August 31, 2006.

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Munitions Response Site	Type of Military Munitions	Date of Military Munitions Use	Munitions Response Actions
MRS-53 Shoulder-Launched Projectile Area (Parcel E19a.5)	MD MEC	1940s through 1960s	<p>Parcel E19a.5 lies predominantly within MRS-53 and MRS-53 EXP (Plate 6). According to the ASR, MRS-53 was a Shoulder Launched Projectile Target Area from the 1940s through the 1960s. The hill between the two flats was a target area for rifle grenades and shoulder-launched projectiles. Rifle grenades and shoulder-launched projectiles were shot from the southeast at the hill. The hill south of the large flat at Parker Flats was a target area for rifle grenades and ground/tube launched projectiles. A munitions response (site walk) was conducted by a USACE UXO Safety Specialist as part of a PA/SI (USAEDH, 1997). During the munitions response, a 3-inch Stokes mortar round was found and additional investigation was recommended. During a second munitions response (sampling investigation), a 75mm shrapnel projectile, two more 3-inch Stokes mortars and projectile fragments were found. Based on the sampling results, a 4-foot removal was conducted. Munitions responses (removals) resulted in discovery of MEC and live small arms ammunition. MRS-53 is included in the Parker Flats MRA. The Parker Flats MRA underwent a munitions response (removal) to a depth of 4 feet using digital geophysical equipment. According to the MMRP database, 465 MEC items and 5,163 munitions debris items were removed from MRS-53. The Parker Flats MRA was evaluated in the Track 2 Parker Flats MR RI/FS. No MEC is expected to remain at MRS-53 and no further munitions response was recommended (MACTEC, 2006). The Final Track 2 Parker Flats MR RI/FS was submitted to the USEPA and the DTSC on August 31, 2006.</p>
MRS-53EXP (Parcels E19a.1, E19a.3, E19a.4, and E19a.5)	MD MEC	1940s - 1960s	<p>MRS-53EXP was identified as a MRS due to the expansion of the removal area associated with MRS-53. MEC and munitions debris were found at the boundary of MRS-53, which warranted an expansion of the investigation area in all directions. MRS-53EXP and the adjacent sites now comprise the Parker Flats MRA (Plate 6). The munitions response at MRS-53 and its expansion areas included a removal conducted over the entire site to a depth of 4 feet below ground surface. According to the MMRP database, 803 MEC items and 4,500 munitions debris items were removed from MRS-53EXP. The Parker Flats MRA was evaluated in the Track 2 Parker Flats MR RI/FS. No MEC is expected to remain at MRS-53EXP and no further munitions response was recommended (MACTEC, 2006). The Final Track 2 Parker Flats MR RI/FS was submitted to the USEPA and the DTSC on August 31, 2006.</p>
MRS-54EDC Canyon Target Area (Parcel E19a.4)	MD MEC	Unknown	<p>MRS-54EDC is the portion of MRS-54 within Parcel E19a.4, which is slated for development. MRS-54 (Canyon Target Area) was identified during interviews conducted during the PA/SI Phase of the Archives Search. The area was reportedly used for flamethrowers, but was also a firing point and range for hand grenades (unknown type), rifle grenades (unknown type), and shoulder-launched projectiles (unknown type). During a munitions response (investigation) conducted in 1996 by a USACE UXO Safety Specialist, munitions debris was discovered, including a 2.36-inch practice rocket, two 75mm shrapnel projectiles, and three 81mm practice mortars. A munitions response (removal) to a depth of 4 feet over the entire site using digital geophysical equipment was performed in 1999. According to the MMRP database, 18 MEC items and 192 munitions debris items were removed from MRS-54EDC. MRS-54EDC is part of the Parker Flats MRA. The Parker Flats MRA was evaluated in the Track 2 Parker Flats MR RI/FS. No MEC is expected to remain at MRS-54EDC and no further munitions response was recommended (MACTEC, 2006). The Final Track 2 Parker Flats MR RI/FS was submitted to the USEPA and the DTSC on August 31, 2006.</p>
MRS-55 Parker Flats (Parcels)	MD MEC	Unknown	<p>This area was identified during interviews conducted as part of the ASR and was reportedly a firing point and range for hand grenades, rifle grenades, shoulder-launched projectiles, and artillery. This site includes portions of MRS-27A and MRS-27B. During a munitions response (investigation) in 1996, an expended 75mm shrapnel projectile, and two fragments from 37mm</p>

Exhibit E – Notification of Munitions and Explosives of Concern (MEC)*

Munitions Response Site	Type of Military Munitions	Date of Military Munitions Use	Munitions Response Actions
E19a.3 and E19a.4)			practice projectiles, and one mine fuze were discovered. SS/GS sampling investigation was conducted in March 1998. Following the investigation, a removal over the entire site using digital geophysical equipment was performed. All munitions responses were to a depth of 4 feet. According to the MMRP database, 144 MEC items and 1,608 munitions debris items were removed from MRS-55. Items removed include simulators, smoke pois, and grenades. MRS-55 is included in the Parker Flats MRA. The Parker Flats MRA was evaluated in the Track 2 Parker Flats MR RI/FS. No MEC is expected to remain at MRS-55 and no further munitions response was recommended (<i>MACTEC, 2006</i>). The Final Track 2 Parker Flats MR RI/FS was submitted to the USEPA and the DTSC on August 31, 2006.
MRS-57 Unnamed (Parcel L20.2.1)	MD MEC	1940's – 1960's	MRS-57 was identified during interviews conducted as part of the ASR (Plate 4). This area was reportedly used in the 1940s, 1950s, and 1960s. The intersection of Hennekeus Ranch Road and Watkins Gate Road was reportedly a firing point for machine guns, M-1, rifle grenades, smoke grenades, and shoulder-launched projectiles. Rifle grenades and bazooka rounds were reportedly found on the hill at Watkins Gate Road and Parker Flats Road intersection. This area was often burned to detonate the UXO. A munitions response (site walk) that included MRS-57 was conducted in January 1996 by a USACE UXO Safety Specialist as part of a PA/SI. Military munitions found included an expended 75mm shrapnel projectile, a smoke grenade, and illumination signals. The data was insufficient to determine if the smoke grenade and the illumination signals were MEC or munitions debris. Additionally, 4 expended smoke grenades were found on a dirt road adjacent to MRS-57 during a munitions response (investigation) completed in October 1999. To address the hazard associated with surface MEC potentially present in areas accessible to the public, a munitions response (visual surface removal) was performed by munitions response contractors under the direction of the USACE in 2001 and 2002. The visual surface removal included MRS-57. No MEC items were found at MRS-57 (<i>Parsons, 2002b</i>). Historical research and field investigations identified past training involving only the use of practice and pyrotechnic items that are not designed to cause injury. No evidence of other types of training or use as an impact area was observed. MEC is not expected to be found at MRS-57. MRS-57 will be evaluated through the RI/FS process per the provisions of the FFA, as amended, and as part of the ongoing former Fort Ord MMRP.
MRS-59 Unnamed (Parcel L20.2.1)	MD	Unknown	A small portion of MRS-59 overlaps Parcel L20.2.1 (Plate 4). MRS-59 was identified during interviews conducted as part of the ASR and was reported to have included a 2.36-inch rocket range in the early 1940s. A munitions response (investigation) that included MRS-59 and MRS-27F was conducted by a USACE UXO Safety Specialist as part of a PA/SI (<i>USADEH, 1997</i>). Munitions debris (expended pyrotechnics) and two fragments from the incomplete detonation of a 60mm mortar were found; however, the specific location of these items was not documented. No evidence of the use of 2.36-inch rockets, reportedly used at MRS-59, was observed. MEC is not expected to be present within MRS-59. MRS-59 will be evaluated through the RI/FS process per the provisions of the FFA, as amended, and as part of the ongoing former Fort Ord MMRP.
MRS-15 DRO 01 (Parcels L20.13.1.2 and L20.13.3.1)	MD MEC	Unknown	MRS-15 DRO 01 and Parcel L6.1 lie adjacent to Parcel L6.2 (Plate 9). Sites MRS-15 DRO 01, MRS-15 DRO 02, and MRS-43 are collectively called the DRO Group (Plate 9). The initial munitions responses (investigations) conducted at MRS-15 DRO 01 included random grid sampling, a removal to a depth of 4 feet along a fuel break on the east side of MRS-15 DRO 01, a removal to a depth of 4 feet on the roads and trails within the site, SS/GS sampling at MRS-15 DRO 01 and MRS-43, and removal of spent small arms ammunition in Ranges 24, 25 and 26 (HA-24, HA-25 and HA-26). MEC and munitions debris were identified within the eastern portion of MRS-15 DRO 01 and the area was subjected to a munitions response (removal) to a depth of 4 feet. Upon

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Exhibit E – Notification of Munitions and Explosives of Concern (MEC)*

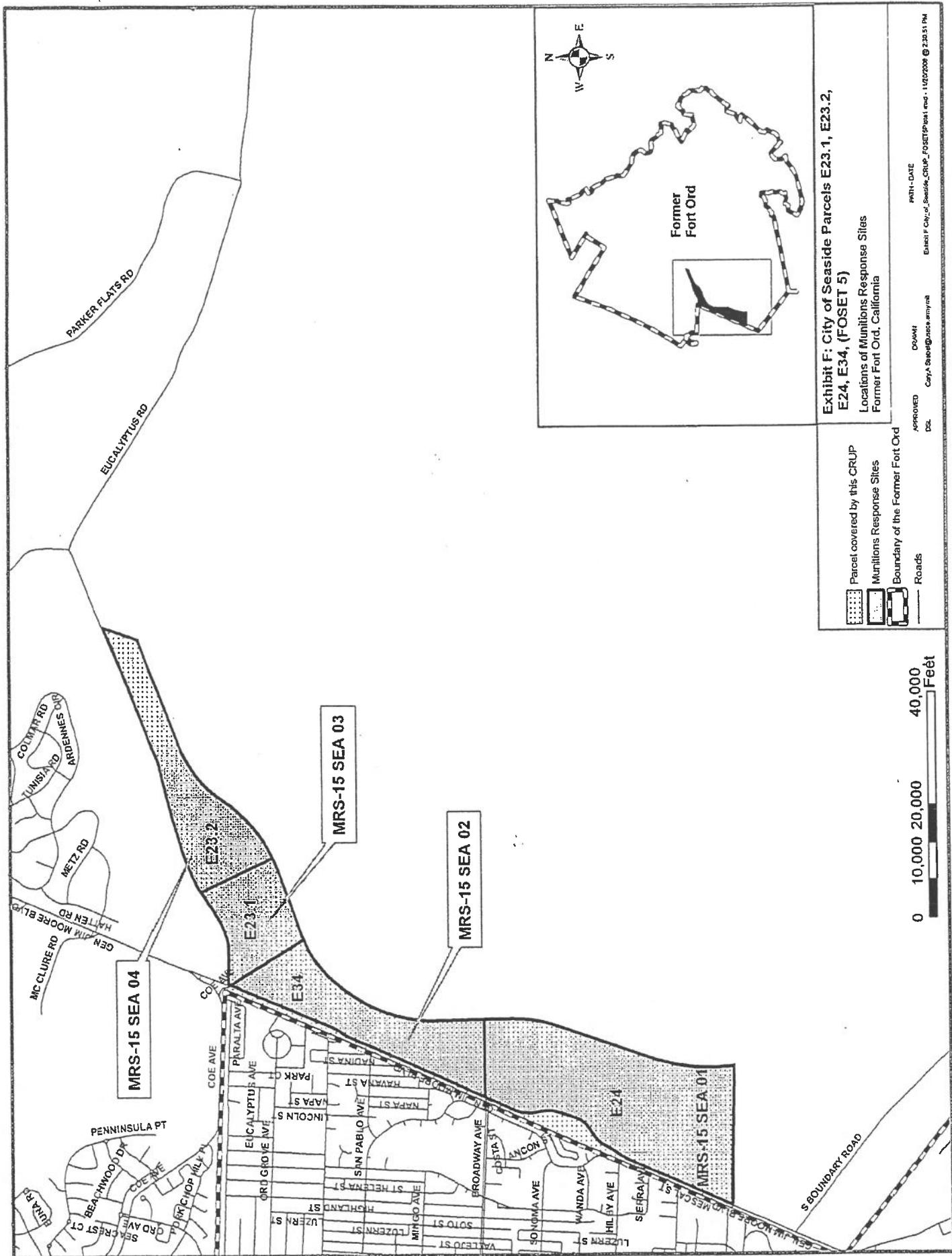
Munitions Response Site	Type of Military Munitions	Date of Military Munitions Use	Munitions Response Actions
and adjacent to Parcel L6.2)			completion of the removal, the removal area and the rest of MRS-15 DRO 01 were resurveyed using digital geophysical equipment. The digital geophysical survey on the southern margin of MRS-15 DRO 01 included investigation up to the fence-line running parallel to South Boundary Road (Parcels L20, 13, 3, 1 and L20,13,1,2). According to the MMRP database 168 MEC items and 15,300 munitions debris items were removed from MRS-15 DRO 01. The removal at MRS-15 DRO 01 is complete and no MEC is expected to remain in the portions of MRS-15 DRO 01 overlapping Parcels L20,13,1,2 and L20,13,3,1. MRS-15 DRO 01 will be evaluated through the RI/FS process per the provisions of the FFA, as amended, and as part of the ongoing former Fort Ord MMRP.
MRS-15 MOCO 02 (Parcel E21b,3)	MD MEC	Unknown	The boundary of MRS-15 MOCO 02 was developed to support the transfer of Parcel E21b,3 and not on evidence of munitions use. MRS-15 MOCO 02 lies within the boundary of the former Fort Ord Impact Area and contains the firing lines for Ranges 44 and 45. Range 44 was used for firing of antitank weapons and Range 45 was a 40mm grenade range. Munitions response (investigation) at the site was performed in 1999 and approximately 100 military munitions-related items (MEC and munitions debris) were found (USA, 2001g). To address the threat to human health associated with MEC at MRS-15 MOCO 02, a non-time critical removal action (NTCRA) to a depth of 4 feet was completed across the northern portion of the site. According to the MMRP database 663 MEC items and 3,964 munitions debris items were removed from the site. All accessible areas within the northern portion of MRS-15 MOCO 02 were investigated to a depth of 4 feet. Based on the results of the NTCRA the threat to the public posed by the presence of MEC at the site has been mitigated (Parsons, 2006c). MRS-15 MOCO 02 will be evaluated through the RI/FS process per the provisions of the FFA, as amended, and as part of the ongoing former Fort Ord MMRP.
MRS-Ranges 43-48 (Parcels E38, E39, E40, E41, and E42)	MD MEC	1940s through 1990s	MRS-Ranges 43-48 includes all or portions of six former firing ranges that were part of the Impact Area. To address threats to public safety associated with MEC potentially remaining at MRS-Range 43-48, several munitions responses were performed. The munitions responses included grid sampling, a surface time-critical removal action (TCRA) over accessible areas, and an Interim Action that included additional surface and subsurface MEC removal conducted throughout the parcels to a depth of 4 feet. Inaccessible SCAs ² (Plate 7, Attachment 1) and pending areas underwent a surface removal only. The immediate threat posed to the public by the SCAs has been significantly mitigated because the MEC on the ground surface was removed (Parsons, 2007). According to the MMRP database 11,955 MEC items and 28,840 munitions debris items were removed from the site. MRS-Ranges 43-48 (including the SCAs) will be evaluated through the RI/FS process per the provisions of the FFA, as amended, and as part of the ongoing former Fort Ord MMRP.
MRS-15 SEA 01 (Parcel E24)	MD MEC	Unknown	The boundary of MRS-15 SEA 01 was developed to support the transfer of Parcel E24 and not on evidence of munitions use. MRS-15 SEA 01 included the firing points and some of the targets associated with three small arms ranges (Ranges 21, 22, and 23) and a non-firing target detection range. Several munitions responses were conducted on MRS-15 SEA 01, including an investigation of field latrines, road clearances, grid sampling, removals within the small arms ranges and fuel breaks, a surface TCRA, a NTCRA, and a 100% digital geophysical survey on all remaining portions of MRS-15 SEA 01 not covered by the NTCRA. According to the MMRP database, 203 MEC items and 17,845 munitions debris items were removed from the site. All munitions responses within the accessible areas of MRS-15 SEA 01 have been conducted to a depth of 4 feet. Inaccessible SCAs ³ (Plate 8, Attachment 1) underwent a surface removal only. The immediate threat posed to the public by the SCAs has been significantly mitigated because the MEC on the ground surface was removed (Parsons, 2006a). Inaccessible SCAs will be

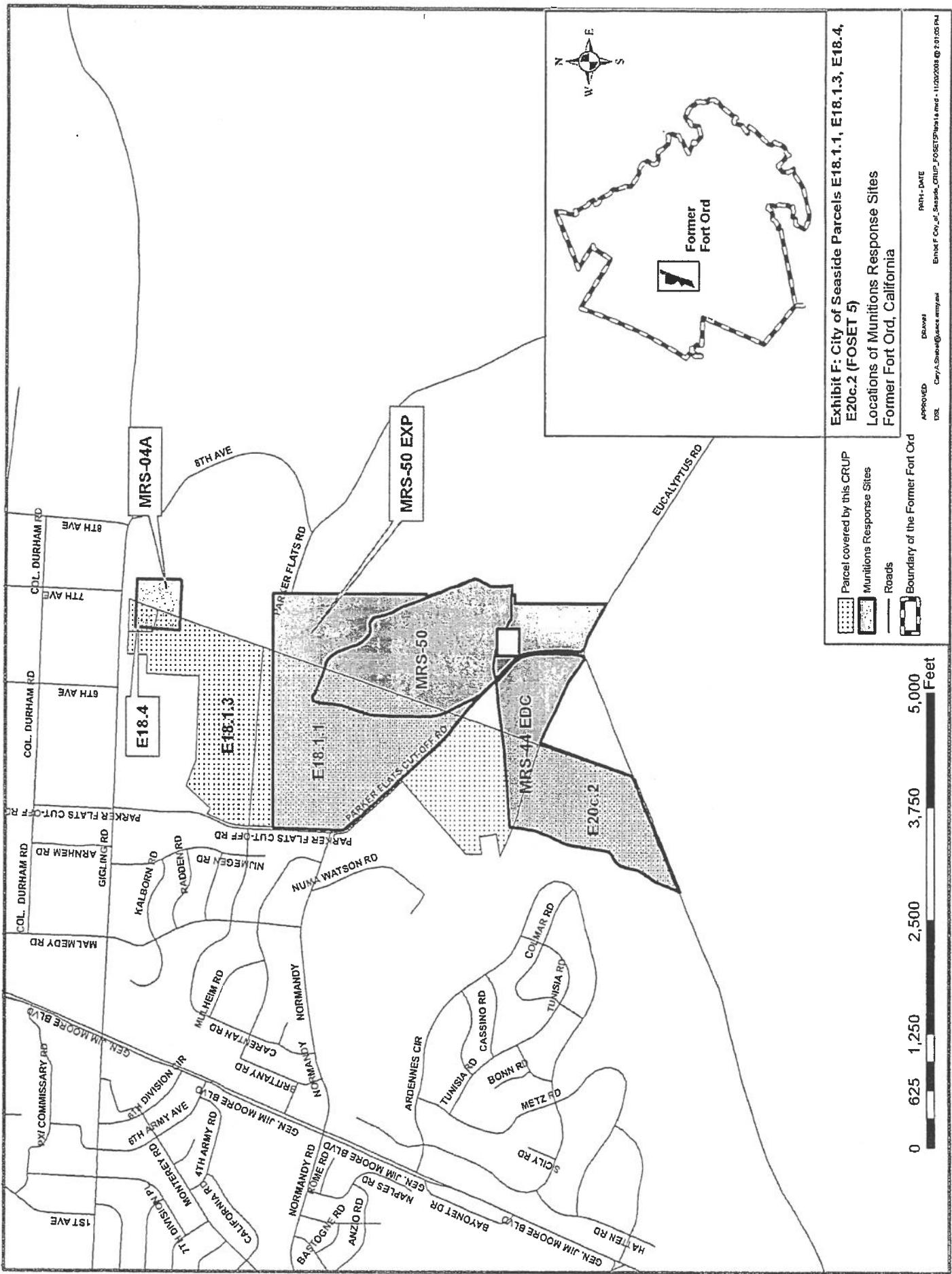
Exhibit E – Notification of Munitions and Explosives of Concern (MEC)*

Munitions Response Site	Type of Military Munitions	Date of Military Munitions Use	Munitions Response Actions
MRS-15 SEA 02 (Parcel E34)	MD MEC	Unknown	The boundary of MRS-15 SEA 02 was developed to support the transfer of Parcel E34 and not on evidence of munitions use. MRS-15 SEA 02 included the firing points and some of the targets associated with two small arms ranges (Ranges 19 and 20). Several munitions responses were conducted on MRS-15 SEA 02, including grid sampling, removals within the small arms ranges and fuel breaks, a surface TCRA, NTCRA, and a 100% digital geophysical survey on all remaining portions of MRS-15 SEA 02 not covered by the NTCRA. According to the MMRP database, 12 MEC items and 1,390 munitions debris items were removed from the site. All munitions responses within the accessible areas of MRS-15 SEA 02 were conducted to a depth of 4 feet. Inaccessible SCAs (Plate 8, Attachment 1) underwent a surface removal only. The immediate threat posed to the public by the SCAs has been significantly mitigated because the MEC on the ground surface was removed (<i>Parsons, 2006a</i>). Inaccessible SCAs will be addressed in a follow-up investigation. MRS-15 SEA 02 will be evaluated through the RI/FS process per the provisions of the FFA, as amended, and as part of the ongoing former Fort Ord MMRP.
MRS-15 SEA 03 (Parcel E23.1)	MD MEC	Unknown	The boundary of MRS-15 SEA 03 was developed to support the transfer of Parcel E23.1 and not on evidence of munitions use. MRS-15 SEA 03 includes a portion of Range 18, a former small arms range. Features associated with Range 18 that lie within Parcel E23.1 include some of the firing points and some of the targets. Several munitions responses were conducted on MRS-15 SEA 03, including grid sampling, removals within the small arms range, roads and fuel breaks, a surface TCRA, a NTCRA, and a 100% digital geophysical survey on all remaining portions of MRS-15 SEA 03 not covered by the NTCRA. According to the MMRP database, 124 MEC items and 220 munitions debris items were removed from the site. All munitions responses within the accessible areas of MRS-15 SEA 03 were conducted to a depth of 4 feet. Inaccessible SCAs (Plate 7, Attachment 1) underwent a surface removal only. The immediate threat posed to the public by the SCAs has been significantly mitigated because the MEC on the ground surface was removed (<i>Parsons, 2006a</i>). Inaccessible SCAs will be addressed in a follow-up investigation. MRS-15 SEA 03 will be evaluated through the RI/FS process per the provisions of the FFA, as amended, and as part of the ongoing former Fort Ord MMRP.
MRS-15 SEA 04 (Parcel E23.2)	MD MEC	Unknown	The boundary of MRS-15 SEA 04 was developed to support the transfer of Parcel E23.2 and not on evidence of munitions use. MRS-15 SEA 04 included the firing points and some of the targets associated with two small arms ranges (Ranges 18 and 46), and the firing points for a mortar and antitank weapons range (Range 48). Several munitions responses were conducted on MRS-15 SEA 04, including grid sampling, removals within the small arms ranges and fuel breaks, a surface TCRA, a NTCRA, and a 100% digital geophysical survey on all remaining portions of MRS-15 SEA 04 not covered by the NTCRA. According to the MMRP database, 189 MEC items and 380 munitions debris items were removed from the site. All munitions responses within the accessible areas of MRS-15 SEA 04 were conducted to a depth of 4 feet. Inaccessible SCAs (Plate 7, Attachment 1) underwent a surface removal only. The immediate threat posed to the public by the SCAs has been significantly mitigated because the MEC on the ground surface was removed (<i>Parsons, 2006a</i>). Inaccessible SCAs will be addressed in a follow-up investigation. MRS-15 SEA 04 will be evaluated through the RI/FS process per the provisions of the FFA, as amended, and as part of the ongoing former Fort Ord MMRP.

Exhibit E – Notification of Munitions and Explosives of Concern (MEC)*

Munitions Response Site	Type of Military Munitions	Date of Military Munitions Use	Munitions Response Actions
*Munitions and Explosives of Concern (MEC)U. 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 U.S.C. 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.			
¹ Resolution of anomalies detected below the depth specified in a project scope of work was at the discretion of the project managers and determined on a case-by-case basis considering, among other things, the likelihood that the anomaly was MEC or other material. At munitions response sites where 4-foot removal or removal-to-depth was conducted since June 1996, all detected anomalies were investigated or resolved (e.g. Parker Flats Munitions Response Area), or unresolved anomalies were recorded (e.g. special-case areas in MRS-15 SEA 01-4). For 1-foot and 3-foot removals, and 4-foot removals conducted prior to June 1996, after-action reports do not provide information about any detected but unresolved anomalies; further evaluation of site-specific information would be required to conclusively state that there were no such anomalies.			
² SCA is an area in the MRS in which MEC removal cannot be completed within the scope of work due to metallic clutter or obstructions that compromise instrument performance or technician safety or because the removal process would cause a serious adverse impact to the habitat. The specific types of SCAs at MRS-Ranges 43-48 are high density munitions debris and range-related debris areas (Ranges 44 and 48); high density MEC and range-related debris (Range 47); target box trench (Range 45); non-completed areas; steel-reinforced concrete observation bunker; and metallic fence. See the <i>Final MRS-Ranges 43-48 Interim Action Technical Information Paper, Former Fort Ord, Monterey, California, Military Munitions Response Program</i> , January 26, 2007, for additional information.			
³ SCA is an area in the MRS in which MEC removal cannot be completed within the scope of work due to metallic clutter or obstructions that compromise instrument performance or technician safety or because the removal process would cause a serious adverse impact to the habitat. The specific types of SCAs at MRS-15 SEA 01-4 are metallic fence; asphalt and concrete paved areas; non-completed backhoe excavation areas; heavy equipment excavation areas (concrete bunkers, fighting positions, flag poles, target boxes, tie downs, utility poles and wood stairs); berms (wood retaining walls with metal connectors); structures and latrines; former remote automated weather station (Range 46); and debris piles. See the <i>Final Technical Information Paper MRS-15 SEA 01-4, Time-Critical Removal Action and Geophysical Operations (Phase I), Former Fort Ord, Monterey, California, Military Munitions Response Program</i> , February 11, 2006, for additional information.			





**FORA FOSET 5 OUTDEED, PARCEL C ROAD PORTION OF CEMETERY PARCEL,
CITY OF SEASIDE**

1
2
3
4

EXHIBIT "C"

Government Deed Amendment No. 1 and Corrected Deed

RECORDING REQUESTED BY:
Chicago Title Company
Escrow No.: 10-52504970-KV
Locate No.: CACTI7727-7727-4525-0052504970
Title No.: 10-52504970

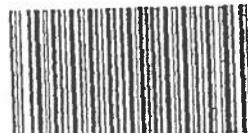
AND WHEN RECORDED MAIL TO
Kutak Rock LLP
Attn: George Schlossberg, Esq.
1101 Connecticut Ave NW Suite 1000
Washington , DC 20036

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

CRMARIA
5/17/2010
8:00:00

DOCUMENT: 2010027224

Titles: 1 / Pages: 24



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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Deed Amendment No. 1 for Fort Ord Reuse Authority (FORA)

This instrument filed for record by
CHICAGO TITLE, as an accommodation
only. It has not been examined as to its
execution or its effect upon the title.

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Additional recording fee applies)

(recoverch)(05-08)

Otc 52504970

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.

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

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;

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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 Aug 1, 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 Aug 1, 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.

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

STATE OF CALIFORNIA.

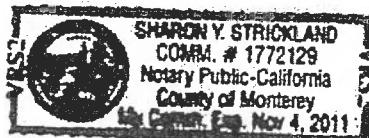
COUNTY OF Monterey

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)



NOTARY SEAL
GOVERNMENT CODE SECTION 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary Sharon Strickland

Commission Number 1772129

Date of Commission Expires Nov. 4, 2011

Place of Execution Notary Date 5-13-2010

Signed Mayer Month

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

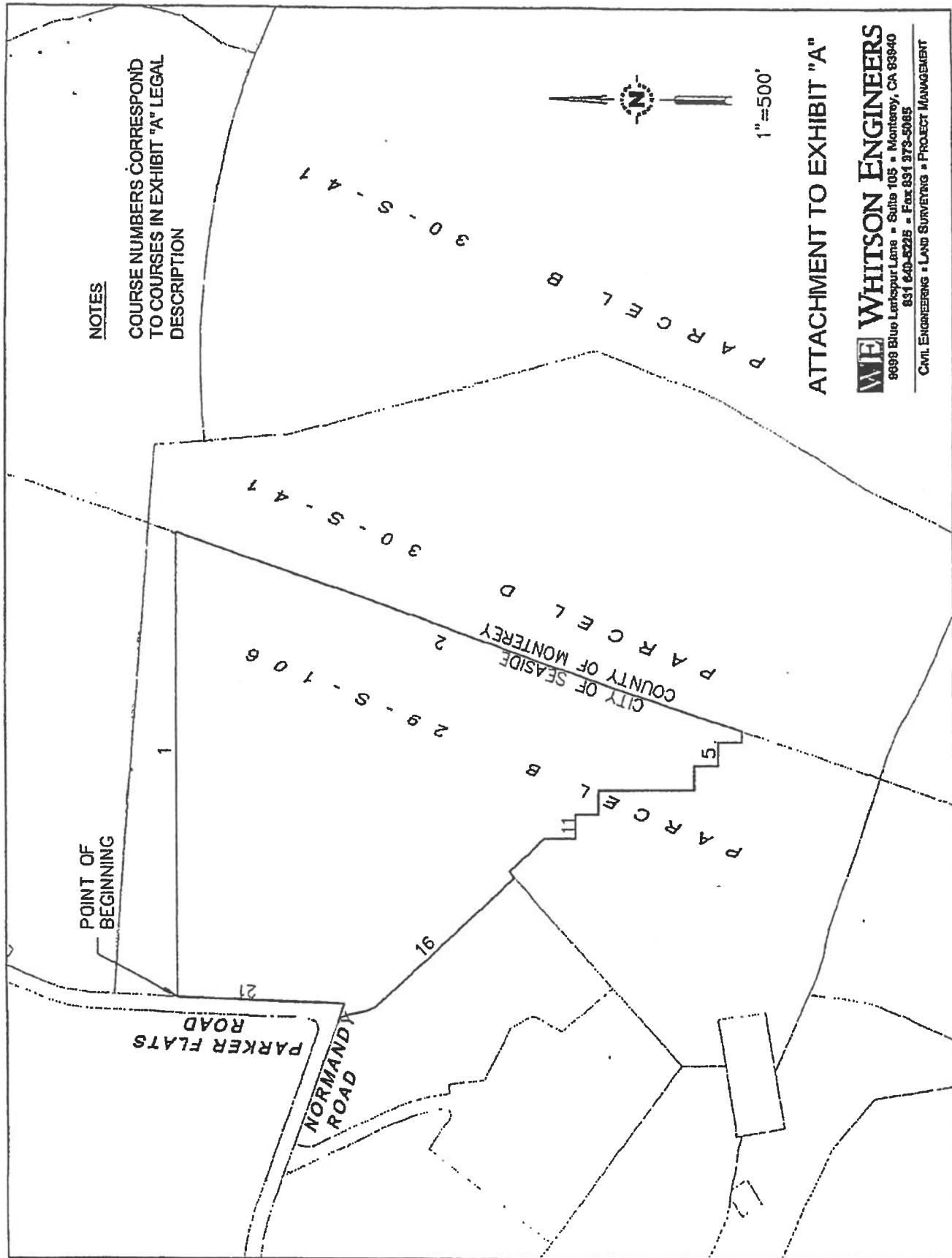
- 17) Along the arc of a tangent curve, the center of which bears North 48° 07' East, 150.00 feet distant, through a central angle of 30° 00' 00", for an arc distance of 78.54 feet; thence
- 18) North 11° 53' 00" West, 74.90 feet; thence
- 19) Along the arc of a tangent curve, the center of which bears 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



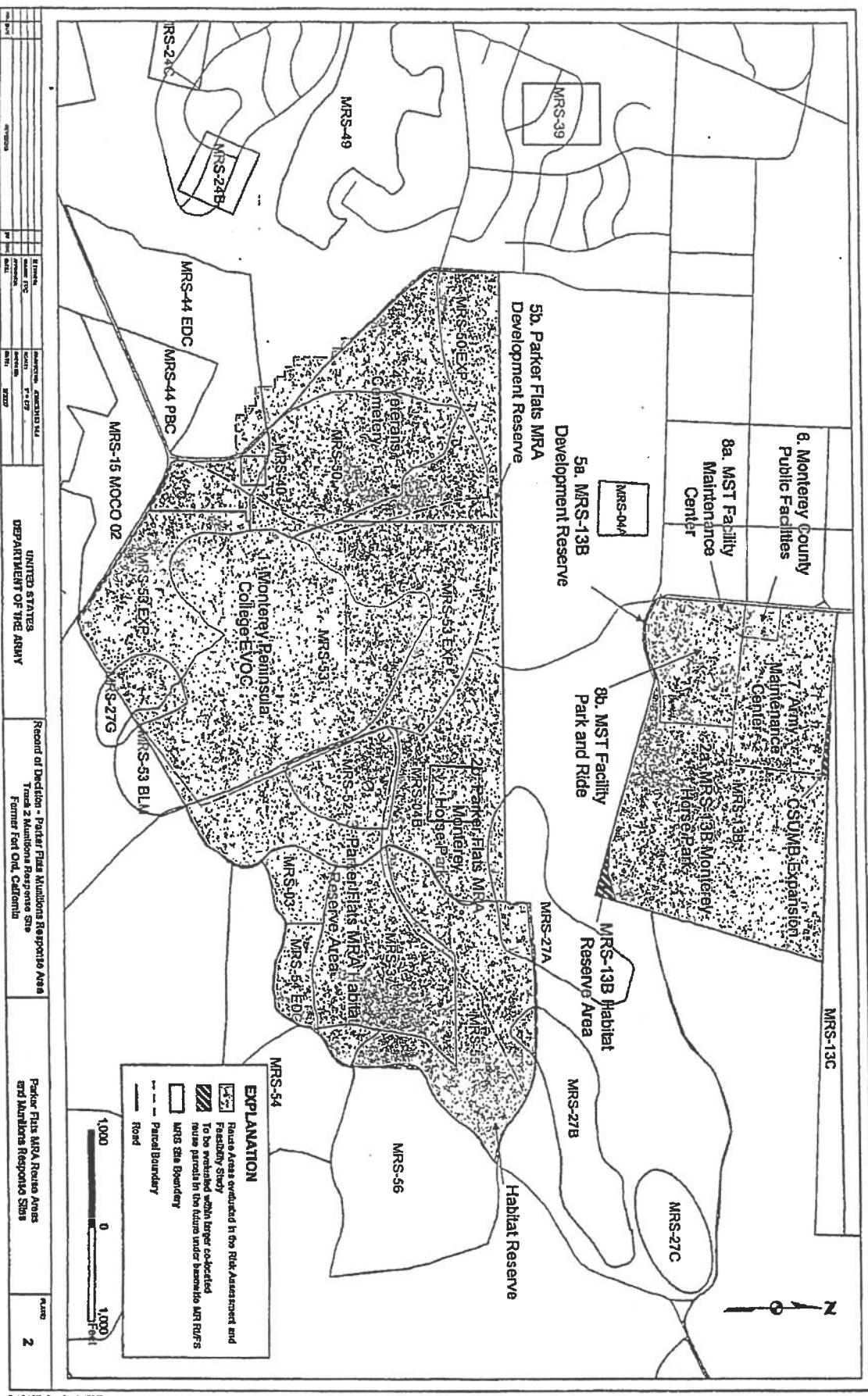


Amendment No. 1 to Deed No. DACA05-9-07-506

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"

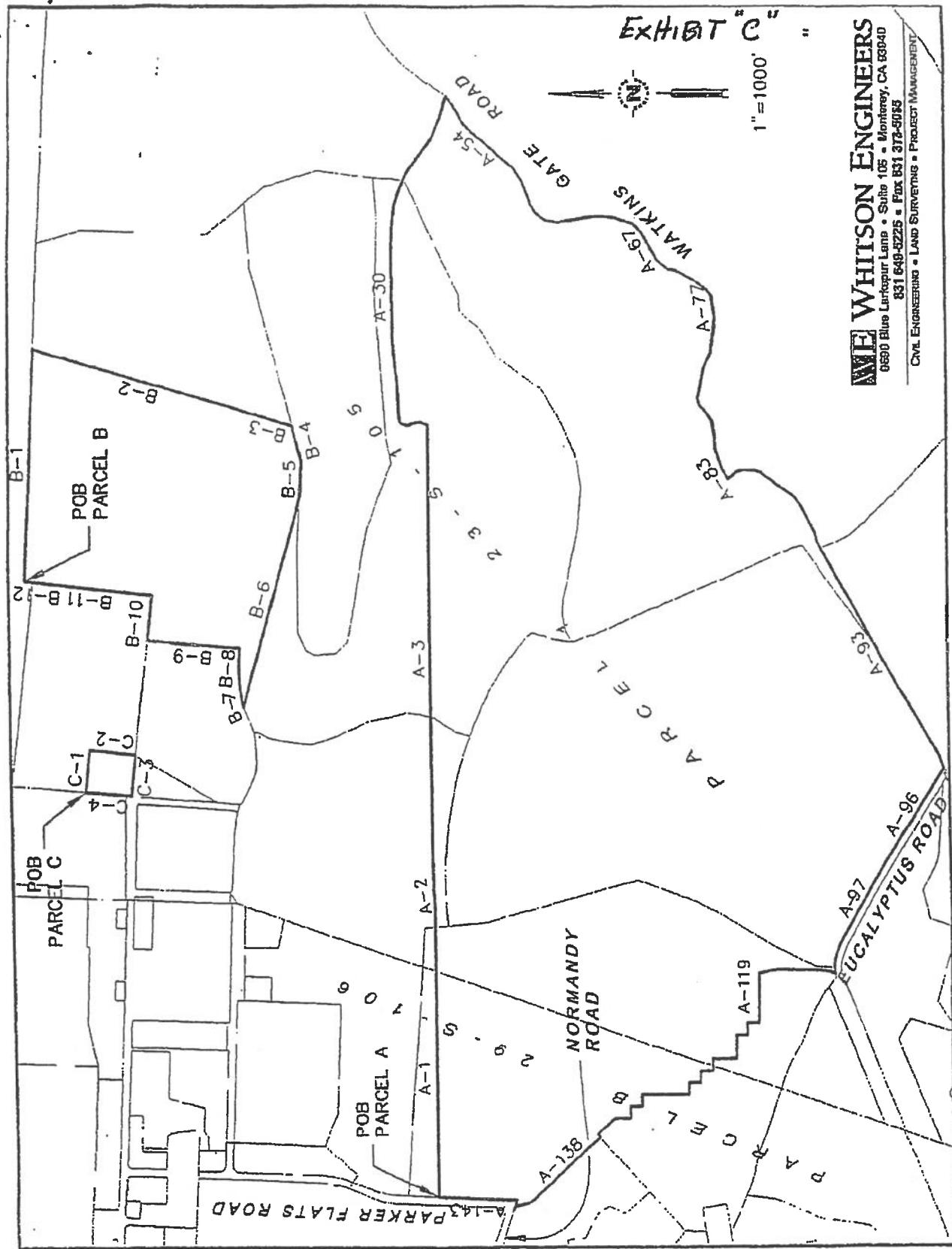
Map of the Property and the portion of Parker Flats MRA subject to the RD/RA LUCI O&M Plan, Parker Flats MRA Phase I, dated August 4, 2009 (Figure 2, RD/RA LUCI O&M Plan).

EXHIBIT C

EXHIBIT "C"

EXHIBIT "C"

" "



WE WHITSON ENGINEERS

6690 Blue Lagoon Lane • Suite 105 • Monterey, CA 93940

831.649.5225 • Fax 831.373.5055

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



END OF DOCUMENT

**RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO**
Fort Ord Reuse Authority
Attn: Stan Cook
920 2nd Avenue , Suite A
Marina, CA 93933

Stephen L. Vagnini
Monterey County Recorder
Recorded at the request of
Filer

CRMARIA
7/28/2014
10:23:10

DOCUMENT: 2014034750 Titles: 1/ Pages: 27



Fees...
Taxes...
Other... 54.00
AMT PAID \$54.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**CORRECTION TO DEED
ORIGINALLY RECORDED ON JULY 3, 2014
DOCUMENT NO. 2014031018
FORT ORD REUSE AUTHORITY (FORA)
CITY OF SEASIDE
COUNTY OF MONTEREY
(Parcels E18.1.1, E18.1.3, E18.4, E20c.2, E23.1, E23.2, E24 and E34)**

This document is being recorded to correct:

1. Page 1, change the title, "Correctory Deed" to "Deed"
2. Page 1, paragraph 1, change "Grantor" to "Grantee"
3. Page 2, paragraph 2, change document number reference at end of sentence from "2010027225" to "2010027224"
4. Page 2, paragraph 3, change "Correctory Deed" to "Deed"
5. Page 2, paragraph 3, change document number reference at end of sentence from "2010027225" to "2010027224"
6. Page 3, first line, change "Correctory Deed" to "Deed"
7. Remove existing Exhibit "B" (Legal Description) which was inadvertently attached and incorrect; and, replace with new Exhibit "B" cover page and Legal Description as referenced as Exhibit "A" as set forth in Document No. 2010027224

↓ Exhibit "B" and
Exhibit "C"
[Signature]

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Additional recording fee applies)

Stephen L. Vagnini
Monterey County Recorder
Recorded at the request of
Filer

RANJELIQUE
7/03/2014
15:00:01

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

DOCUMENT: 2014031018

Titles: 1 / Pages: 9



Fees...
Taxes...
Other... 18.00
AMT PAID \$18.00

Recording requested by and
when recorded mail to:

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

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] INITIAL

**CORRECTORY DEED
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)**

[Signature] GRANTEE INITIAL

1. A "Deed Amendment No. 1" between the FORT ORD REUSE AUTHORITY (or "FORA"), as Grantor, and the FORT ORD REUSE AUTHORITY (or "FORA"), as Grantee, (amending that certain quitclaim deed dated May 8, 2009 and recorded in the real property records of Monterey County, California as Document No. 2009028282) was recorded on May 17, 2010 in the real property records of Monterey County, California as Document No. 2010027224.
2. Deed Amendment No. 1 contained the following clerical error:
In the ninth line of the first paragraph the parenthetic phrase "...an agency of the State of California..." was incorrectly used to describe the Grantee.
3. Said clerical error in Deed Amendment No. 1 is corrected as follows:
In the ninth line of the first paragraph the parenthetic phrase "an agency of the State of California" is replaced with "*a public corporation* of the State of California" [emphasis added] to correctly describe the Grantee and to conform to the description of the Grantee used in the May 8, 2009 Quitclaim Deed.
4. As reflected in that letter dated June 24, 2014, a copy of which is attached hereto as Exhibit "A" and the affirmation contained therein, the United States Army has affirmed

that the scrivener's errors identified above do not affect the validity and purpose of the recorded deeds and instruments containing them.

NOW THEREFORE, FORA, who erroneously acquired title as the Fort Ord Reuse Authority, an agency of the State of California, hereby grants to the Fort Ord Reuse Authority, a public corporation of the State of California, that real property described in that certain "Deed Amendment No. 1" recorded on May 17, 2010 in the real property records of Monterey County, California as Document No. ~~2010027225~~ ~~2010027224~~ ~~RH~~ INITIAL ~~INITIAL~~

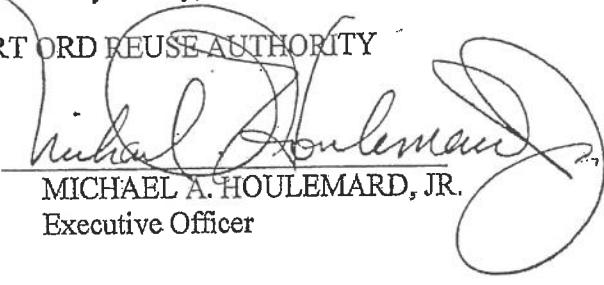
This Correctory Deed is given to correct the vesting only on that certain "Deed Amendment No. 1" executed by the UNITED STATES OF AMERICA to FORA recorded on May 17, 2010 in the records of the Monterey County Recorder as Document Series No. ~~2010027225~~ ~~2010027224~~ ~~RH~~ INITIAL ~~INITIAL~~

[signatures appear on following pages]

IN WITNESS WHEREOF, FORA has caused this Correctory Deed to be executed in its name by its Executive Officer, this 3rd day of July, 2014.

FORT ORD REUSE AUTHORITY

By:


MICHAEL A. HOULEMARD, JR.

Executive Officer

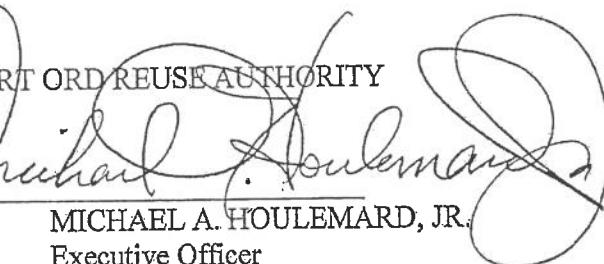
ACCEPTANCE:

This is to certify that the interest in real property conveyed by the deed or grant dated July 3, 2014 from the Fort Ord Reuse Authority ("FORA") to FORA, a political corporation and/or governmental agency is hereby accepted by the undersigned officer or agent on behalf of the Board of Directors of FORA pursuant to authority conferred by resolution of the Board of Directors of FORA adopted on May 16, 2014, and the grantee consents to recordation thereof by its duly authorized officer.

FORT ORD REUSE AUTHORITY

Dated July 3, 2014

By:


MICHAEL A. HOULEMARD, JR.
Executive Officer

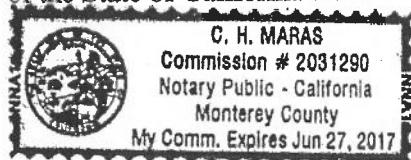
State of California)
)
County of Monterey) ss

On July 3, 2014, before me, C. H. Maras, 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 acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the 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.

Signature C. H. Maras



(Seal)

EXHIBIT A

[attach June 24, 2014 letter as Exhibit A]



EXHIBIT A

FORT ORD REUSE AUTHORITY

920 2ND AVENUE, SUITE A, MARINA, CALIFORNIA 93933

PHONE (831) 883-3672 FAX (831) 883-3675

WEBSITE www.fora.org

June 24, 2014

Sharon K. Caine
Real Estate Division
Sacramento District
U.S. Army Corps of Engineers
1325 J Street
Sacramento, CA 95814.

RE: Affirmation of Validity and Purpose of Deeds with
Minor Scrivener's Errors in Deed Amendments

Dear Ms. Caine:

In the course of document review preparatory to the conveyance of several parcels of land at the former Fort Ord, the Fort Ord Reuse Authority (FORA) has discovered minor scrivener's errors in certain deed amendments that the U.S. Army recorded in 2010 to remove use restrictions on former Fort Ord properties previously quitclaimed by the U.S. Army to FORA.

In order to provide public notice of these minor drafting errors, FORA requests the U.S. Army's approval to submit this letter to the County of Monterey Recorder's Office for recording, identifying the proper corrections and hereby placing the corrections in the public record.

The Deed Amendments containing scrivener's errors are the following:

Army Corps Document Number	County of Monterey Record Number and Date Recorded
Amendment No. 1 to Deed No. DACA05-9-07-508	2010027224 - 5/17/2010
Amendment No. 1 to Deed No. DACA05-9-07-508	2010027225 - 5/17/2010
Amendment No. 1 to Deed No. DACA05-9-07-505	2010027226 - 5/17/2010
Amendment No. 2 to Deed No. DACA05-9-07-505	2011013980 - 3/10/2011

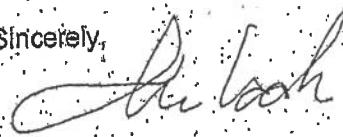
In the first paragraph of the first page of each of the above-referenced Deed Amendments, FORA is incorrectly referred to as "an agency of the State of California." In fact, FORA is defined by California Government Code Section 67657 (a) as "a public corporation of the State of California..." Thus, the term used in error in the deed amendments, "an agency of the State of California," must be replaced with the correct reference for FORA, "a public corporation of the State of California."

Further, one deed amendment contains a clerical error in the first line of its seventh paragraph, at page 2; In the deed amendment listed below, the phrase "...Section 2, Paragraph D of Exhibit "D"..." must be corrected by replacing the "D" with an "E" so that the reference correctly reads "Section 2, Paragraph E of Exhibit D." The Deed Amendment that contains this scrivener's error is the following:

Army Corps Document Number	County of Monterey Record Number and Date Recorded
Amendment No. 1 to Deed No. DACA05-9-07-508	2010027225 - 5/17/2010

FORA asserts that the scrivener's errors noted herein do not change the validity or purpose of the Deed Amendments containing them, or the underlying deeds that transferred title to the subject parcels to FORA. By this letter, FORA provides public notice of these minor scrivener's errors in order to clarify the administrative record.

Sincerely,



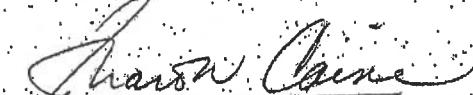
Stan Cook

Real Property and Facilities Manager

AFFIRMATION

By its signature below, the United States Army, as grantor of the referenced parcels of former Fort Ord lands, affirms that the scrivener's errors identified above do not affect the validity and purpose of the recorded deeds and instruments containing them. Title to the subject parcels was effectively conveyed from the U.S. Army to the Fort Ord Redevelopment Authority (FORA) upon the terms and conditions set forth in the original quitclaim deeds, as amended by the referenced deed amendments, unaffected by the scrivener's errors enumerated in FORA's letter above.

Signed:



Sharon Cainé, Division Chief
Real Estate Division (SPK-RE)
Sacramento District
US Army Corps of Engineers

Dated:

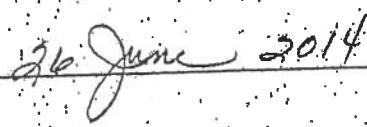


Exhibit "B"
Legal Description
Seaside Amend - 506

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



INITIALS

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



 INITIAL

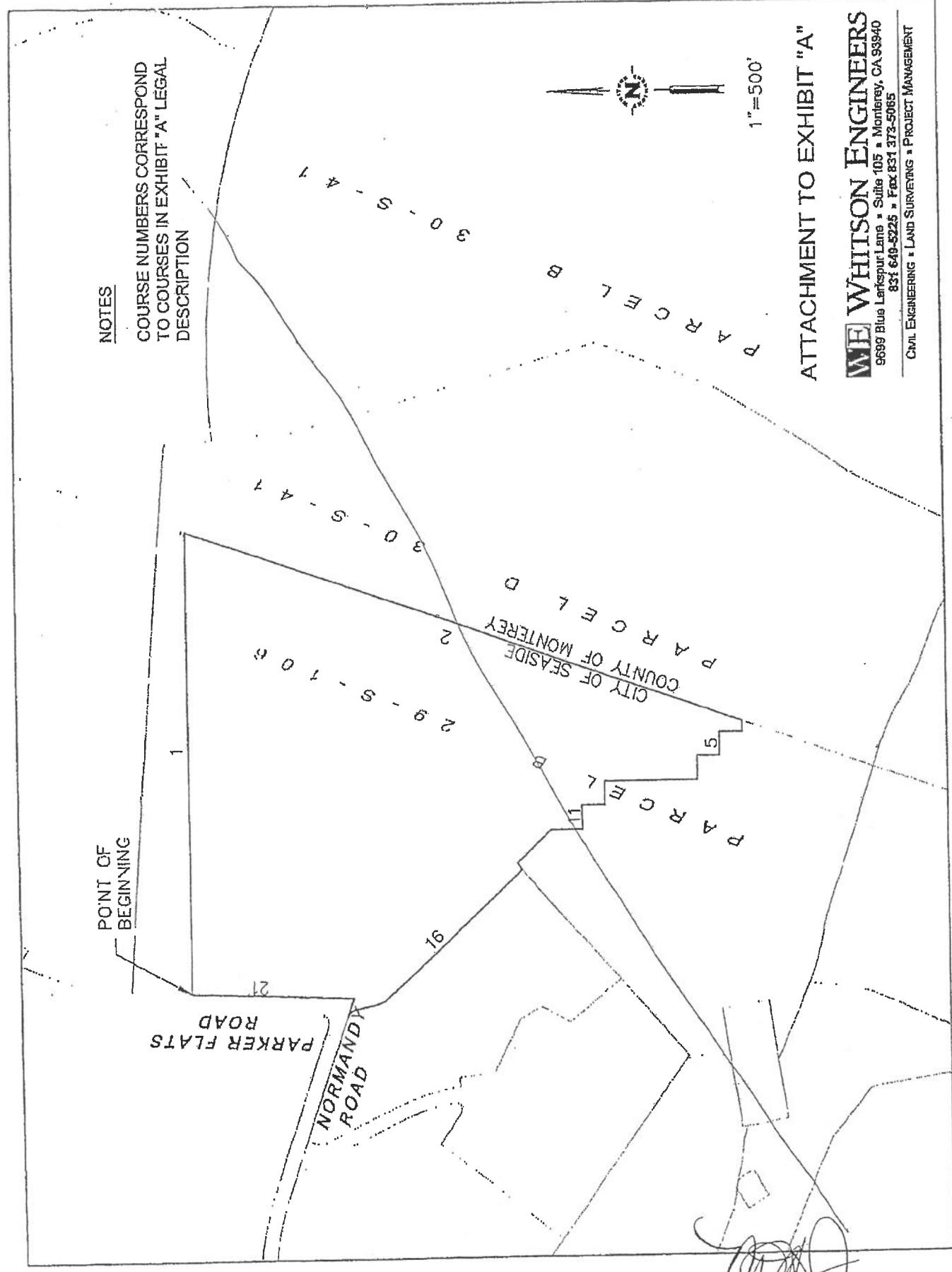


EXHIBIT "B"

Cover Page

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

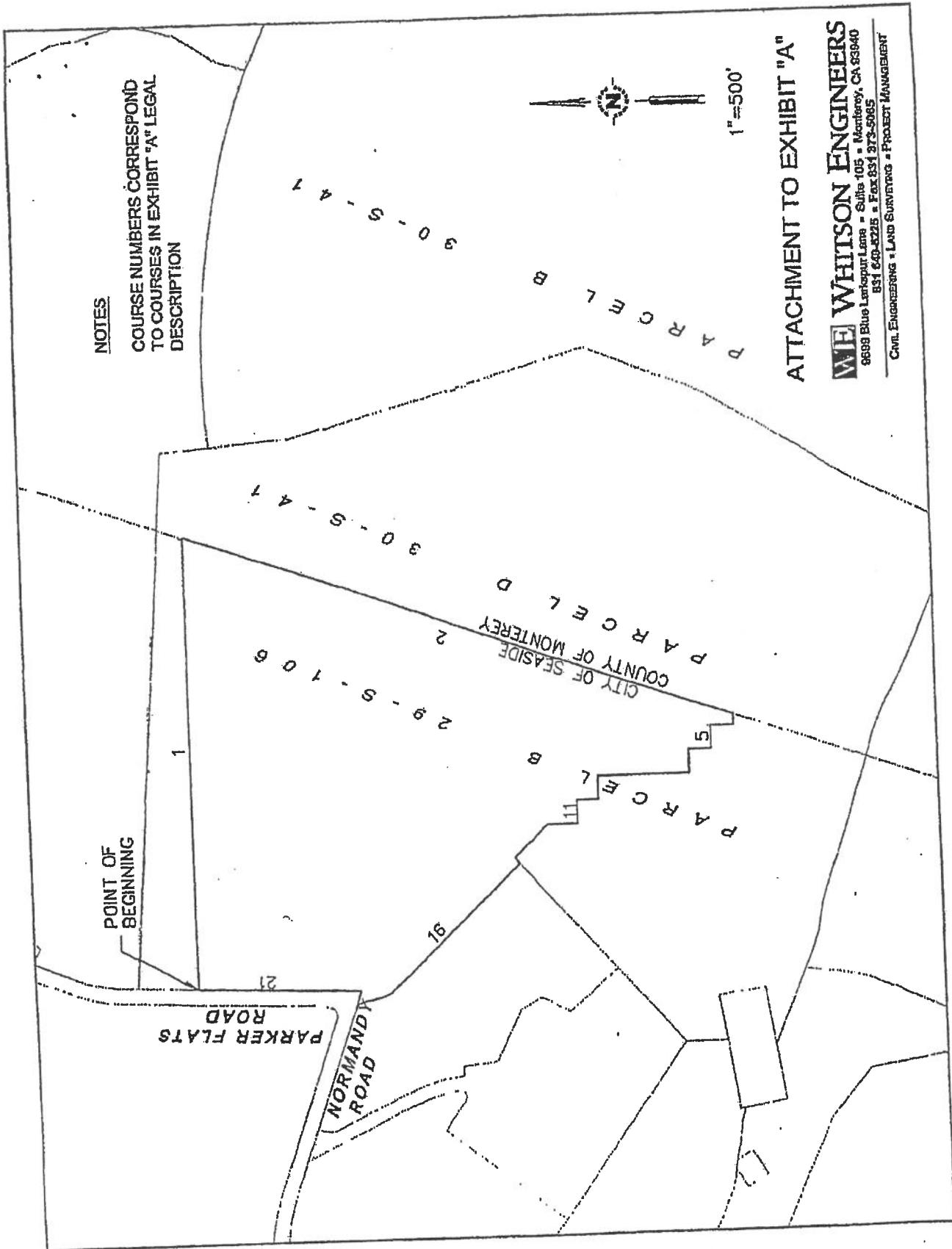
- 17) Along the arc of a tangent curve, the center of which bears North 48° 07' East, 150.00 feet distant, through a central angle of 30° 00' 00", for an arc distance of 78.54 feet; thence
- 18) North 11° 53' 00" West, 74.90 feet; thence
- 19) Along the arc of a tangent curve, the center of which bears 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



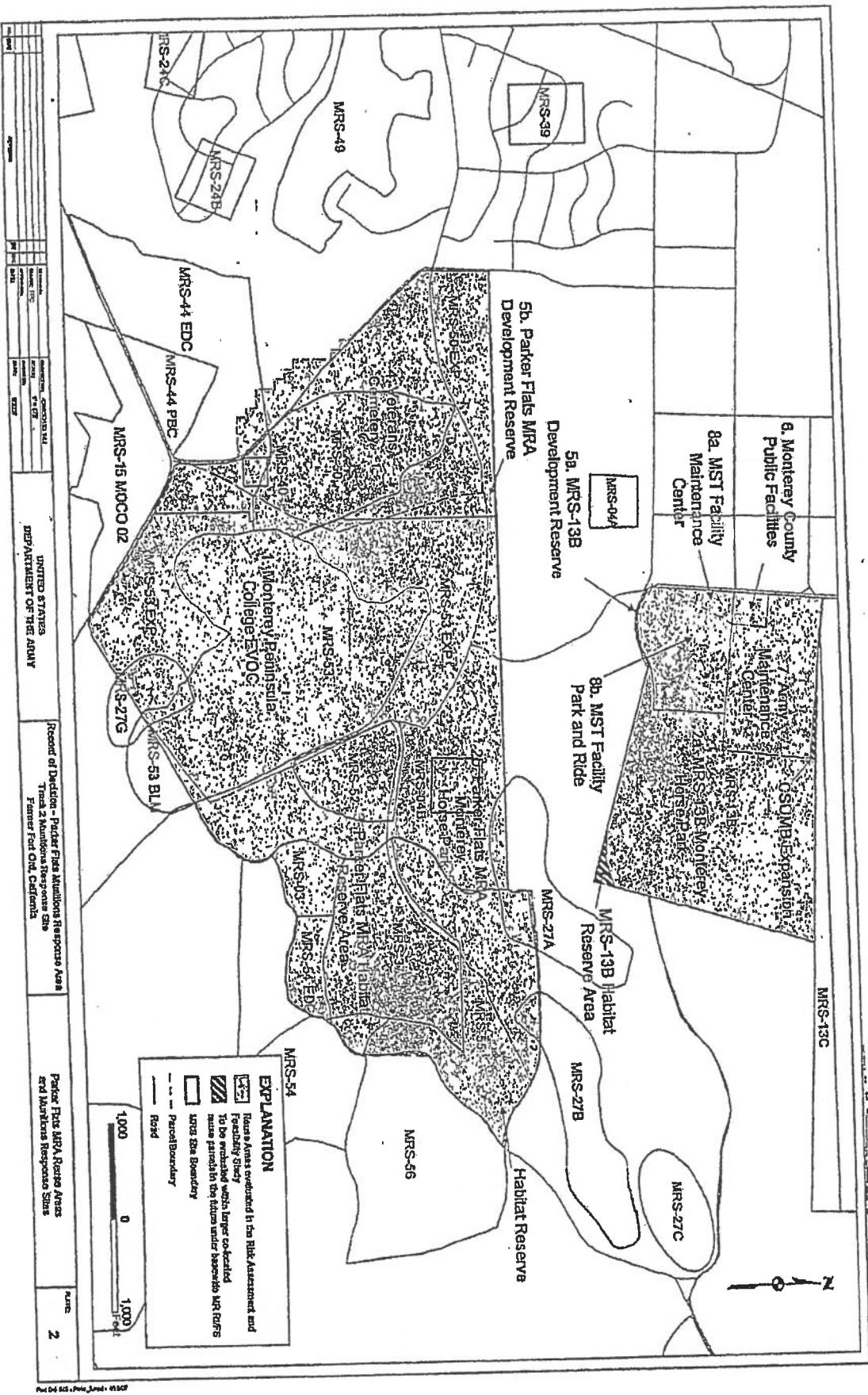


Amendment No. 1 to Deed No. DACA05-9-07-506

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"

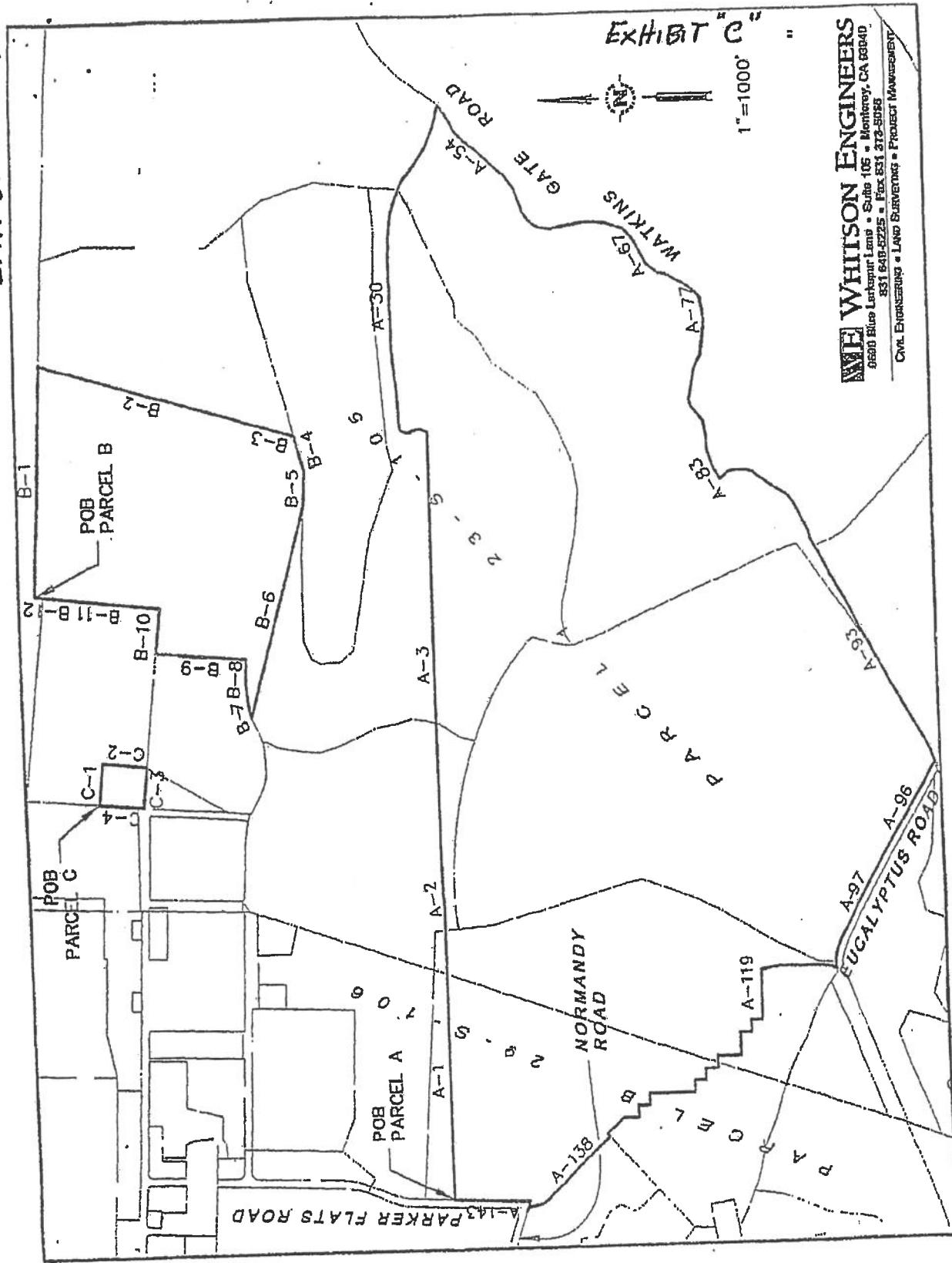


EXHIBIT "C"

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

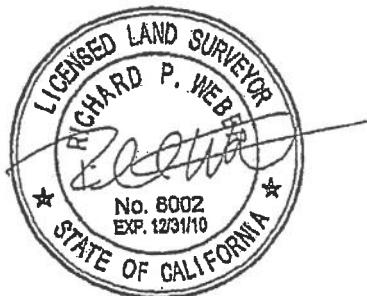
Being a portion of the land shown as Parcel 1 on the map filed in Volume 23 of Surveys at Page 105, Official Records of said County, particularly described as follows:

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° 26' 14" East, 351.31 feet; thence
- C-2) South 6° 36' 58" West, 371.08 feet; thence
- C-3) North 83° 34' 21" West, 339.76 feet; thence departing said northerly line of said Parcel 1
- C-4) North 4° 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° 50' 13" East, 361.24 feet to the point of beginning.

END OF DESCRIPTION

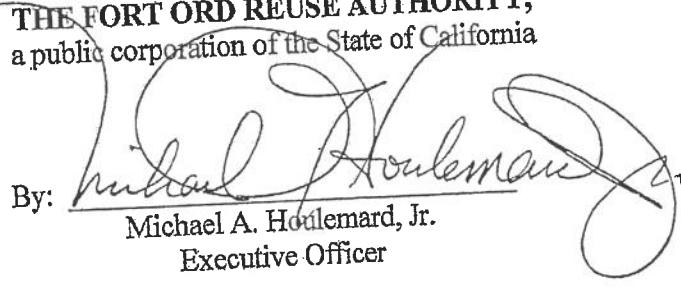
Prepared by:
Whitson Engineers



END OF DOCUMENT

1
2 IN WITNESS WHEREOF, the Grantor, the FORT ORD REUSE AUTHORITY, has caused this
3
4 CORRECTION TO DEED to be executed this 25th day of July, 2014.
5
6
7
8
9
10
11
12
13
14

15 THE FORT ORD REUSE AUTHORITY,
16 a public corporation of the State of California
17

18 By: 
19 Michael A. Houlemand, Jr.
20 Executive Officer
21
22
23

24 STATE OF CALIFORNIA
25
26
27

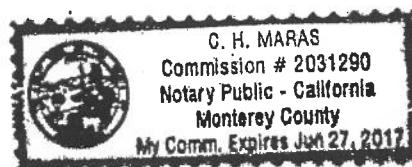
28 COUNTY OF Monterey

29 On 7/25/14 before me, C. H. Maras, Notary Public (name of notary public) personally
30 appeared Michael A. Houlemand, Jr. who proved to me on the basis of satisfactory evidence
31 to be the person(s) whose name(s) is/are subscribed to the within instrument and who acknowledged to me
32 that he/she/they executed the same in their authorized capacity(ies), and by his/her/their signature(s) on
33 the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.
34

35 I certify under PENALTY of PERJURY under the laws of the state of California that the foregoing
36 paragraph is true and correct.
37

38 WITNESS my hand and official seal.
39

40 C. H. Maras



**FORA FOSET 5 OUTDEED, PARCEL C ROAD PORTION OF CEMETERY PARCEL,
CITY OF SEASIDE**

1 **EXHIBIT "D"**

2 **Encumbrances Memorandum**

3

4

5

6



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 (CCVVC). 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 CCVVC (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 CCVVC areas slated for conveyance, which is a portion of both the subject areas and the ACOE parcels.

April 12, 2013
Job No.: 1827.13

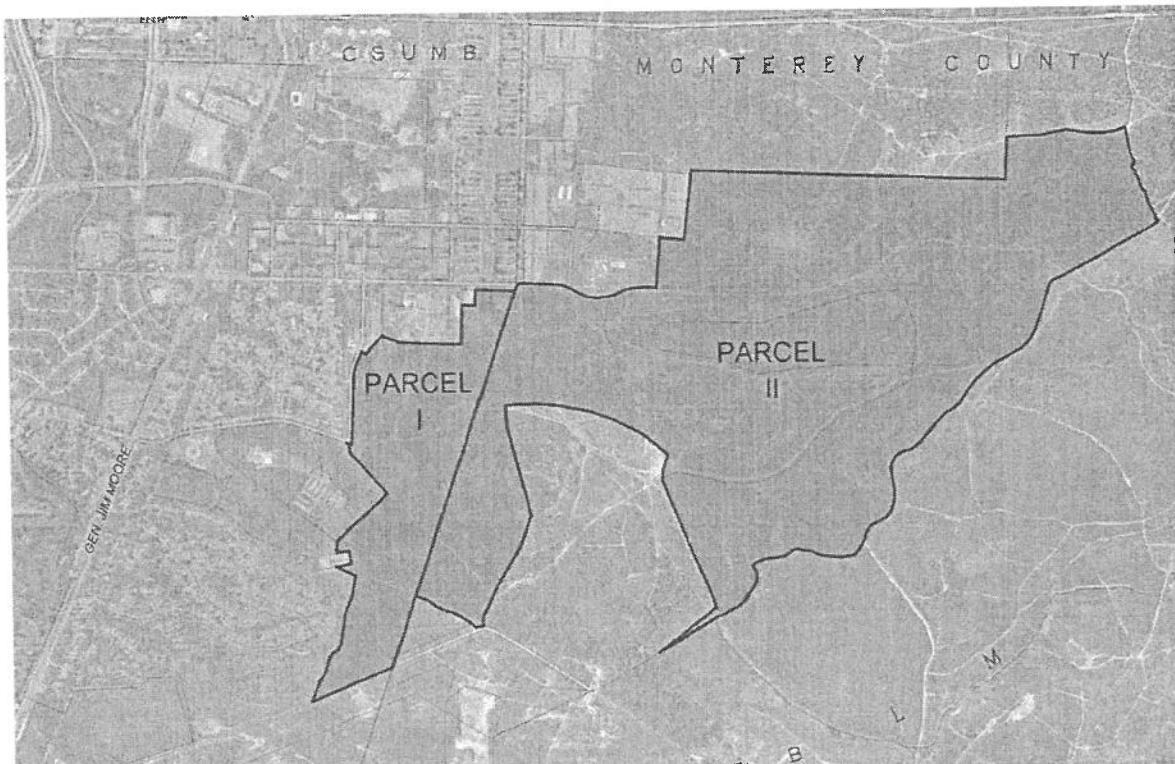


Figure 1: Parcels covered by the Condition of Title (Shaded)

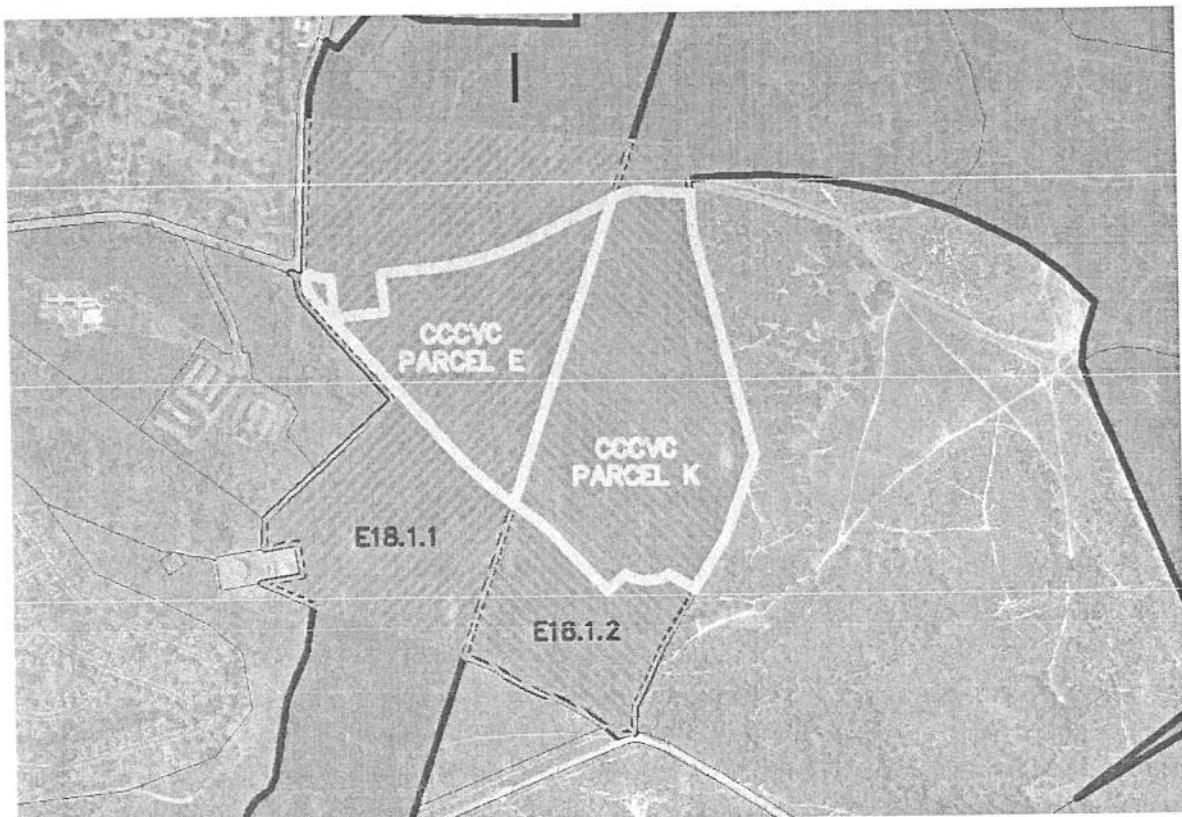


Figure 2: CCCVC area slated for conveyance (Area in bounded by yellow line)

April 12, 2013
Job No.: 1827.13

SCHEDULE B - Section 3 – Defeats, 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
Job No.: 1827.13

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.

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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.

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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. 2002040932, 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).

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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.

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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

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



INFORMATION SHOWN HEREON PER THE TITLE REPORT
PREPARED BY CHICAGO TITLE CO., TITLE NO.
CA27727-7727-4526-005261039-CTIC-2012-QP-20
DATED DECEMBER 27, 2012.

SCHEDULE B - SECTION 3 - DEFECTS, LIENS.

ENCUMBRANCES

RECORDED DOCUMENT
BLURB/DESCRIPTION
1 ROAD EASEMENT
2 30' POLE LINE EASEMENT
3 WATER/WASTEWATER DISTRIBUTION SYSTEM EASEMENT
4 NON-PILOTABLE EASEMENTS AFFECTING PARCEL II

EASEMENTS/DEFECTS

RECORDED DOCUMENT
2 30' POLE LINE EASEMENT
3 REINTERRED GRAVE
4 MELLO RIGGS SPECIAL TAX ASSESSMENT
5 NON-PILOTABLE EASEMENTS AFFECTING PARCEL I
6 NON-PILOTABLE EASEMENTS AFFECTING PARCEL II

UNRECORDED EASEMENTS AND ENCUMBRANCES: EXISTING UTILITIES, IF ANY, ALONG PAVED ROADS WITHIN THESE PARCELS INCLUDING GROUND ROAD, NORMANDY ROAD, PARKER FLATS ROAD, PARKER FLATS CUT-OFF, GENERAL AM. MODE & BUCKLEY'S ROAD, WHICH MAY CURRENTLY SERVICE U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT (BLM) FACILITIES

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

CCCV PARCELS

EASEMENTS PER TITLE REPORT
WATER FACILITIES PER 2001094563 O.R.

SEWER FACILITIES PER 2001094563 O.R.

END OF DOCUMENT