

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

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

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

Space Above This Line Reserved for Recorder's Use

Documentary Transfer Tax \$0-government agency, exempt from DTT

Computed on full value of property conveyed

Computed on full value less liens and encumbrances
remaining at time of sale

Signature of Declarant or agent - Firm name

**QUITCLAIM DEED FOR
FORT ORD REUSE AUTHORITY (FORA)
MONTEREY COUNTY, CALIFORNIA**

**(Parcels L20.2.2, L20.2.3.1, L20.19.1.2, L23.3.2.2, L23.3.3.1, L23.3.3.2, E11b.6.3, E11b.7.1.2,
and E11b.7.2)**

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

WITNESSETH THAT:

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

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

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

WHEREAS, the Grantor and the State of California Department of Toxic Substances Control ("DTSC") have entered into a Remedial Investigation Site 31 (Parcel L23.3.2.2) Covenant to Restrict Use of Property, dated _____ 2009 and recorded on
_____ 2009

NOW THEREFORE, the Grantor, for good and valuable consideration, the receipt of all of which is hereby acknowledged, does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM unto the Grantee, its successors and assigns, all its right, title, and interest in the property situated, lying and being in the County of Monterey, in the State of California, Parcels L20.2.2, L20.2.3.1, L20.19.1.2, L23.3.2.2, L23.3.3.1, L23.3.3.2, E11b.6.3, E11b.7.1.2, and E11b.7.2, containing approximately 380.04 acres as shown on Exhibit "A", attached hereto and made a part hereof (hereinafter referred to as the "Property").

AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that the Grantee, by its acceptance of this Deed, agrees that, as part of the consideration for this Deed, the Grantee covenants and agrees for itself, its successors and assigns, forever, that this Deed is made and accepted upon each of the following covenants, which covenants shall be binding upon and enforceable against the Grantee, its successors and assigns, in perpetuity by the United States and other interested parties as allowed by federal, state or local law; that the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS set forth herein are a binding servitude on the Property herein conveyed and shall be deemed to run with the land in perpetuity; and that the failure to include the **NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS** in subsequent conveyances does not abrogate the status of these restrictions as binding upon the parties, their successors and assigns:

I. PROPERTY DESCRIPTION:

The Property includes:

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

II. EXCLUSIONS AND RESERVATIONS

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

- A. The Property is taken by the Grantee subject to any and all valid and existing recorded outstanding liens, leases, easements, and any other encumbrances made for the purpose of roads, streets, utility systems, rights-of-way, pipelines, and/or covenants, exceptions, interests, liens, reservations, and agreements of record; and any unrecorded easements and any other encumbrances made for the limited purpose of roads, streets, utility systems, and pipelines set forth in Exhibit "G".
- B. The Grantor reserves a right of access to any and all portions of the Property for environmental investigation and remediation or other corrective action. This reservation includes the right of access to and use of, to the extent permitted by law, available utilities at reasonable cost to the Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of conveyance of the Property, or such access is necessary to carry out a remedial action, response action or corrective action on adjoining property. Pursuant to this reservation, the United States and its officers, agents, employees, contractors, and subcontractors shall have the right (upon reasonable notice to the Grantee, or the then owner and any authorized occupant of the Property) to enter upon the Property and conduct investigations and surveys, to include drillings, test-pitting, borings, data and/or record compilation, and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary under applicable authorities, including but not limited to monitoring wells, pumping wells, and treatment. The Grantee agrees that notwithstanding any other provisions of this Deed, the Grantor assumes no liability to the Grantee, the then owner, or any other person, should the Grantor's exercise of its rights hereunder interfere with the Grantee's use of the Property, such interference to be avoided by Grantor to the extent reasonably practicable.
- C. The reserved rights and easements set forth in this section are subject to the following terms and conditions:

1. Grantee is to comply with all applicable Federal law and lawful existing regulations;

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

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

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

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

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

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

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

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

A. CERCLA NOTICE

For Parcels E11b.7.1.2, L20.2.2, L20.2.3.1, L23.3.2.2, and L23.3.3.1 of the Property, the Grantor provides the following notice, description, and covenants and retains the following access rights:

1. Pursuant to section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §9620(h)(3)(A)(i)(I) and (II)), available information regarding the type, quantity, and location of hazardous substances and the time at which such substances were stored, released, or disposed of, as defined in section 120(h), is provided in Exhibit "B", Notification of Hazardous Substance Storage, Release, or Disposal, Table 4 of the Finding of Suitability to Transfer (FOST) 10, dated August 2007.

2. Pursuant to section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §9620(h)(3)(A)(i)(III)), a description of the remedial action taken, if any, on the Property is provided in Exhibit "C", Description of Property, Table 1 of the August 2007 FOST 10.

B. CERCLA COVENANT

Applicable to Parcels E11b.7.1.2, L20.2.2, L20.2.3.1, L23.3.2.2, and L23.3.3.1:

1. Pursuant to sections 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 Property has been taken before the date of this deed, and
- b) Any additional remedial action found to be necessary after the date of this deed shall be conducted by the United States.

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

C. CERCLA COVENANT

For Parcels E11b.6.3, E11b.7.2, L20.19.1.2, and L23.3.3.2 of the Property, the Grantor provides the following covenants and retains the following access rights:

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

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

D. RIGHT OF ACCESS

1. Pursuant to sections 120(h)(3)(A)(iii) and 120(h)(4)(D)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §9620(h)(3)(A)(iii) and §9620(h)(4)(D)(ii)), the United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property after the date of transfer of the Property in any case in which an environmental response action or corrective action is found to be necessary on the part of the United States, without regard to whether such environmental response action or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test-pitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws, related to the Fort Ord Installation Restoration Program (IRP), Military Munitions Response Program (MMRP), or Federal Facility Agreement (FFA), as amended, and as provided for in this instrument. Such easement and right of access shall be binding on the Grantee, its successors and assigns, and shall run with the land.

2. In exercising such easement and right of access, the United States shall provide the Grantee or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this covenant, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means, but without significant additional costs to the United States, to avoid and to minimize interference with the Grantee's and the Grantee's successors' and assigns' quiet enjoyment of the Property. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Grantee nor its successors and assigns,

for the exercise of the easement and right of access hereby retained and reserved by the United States.

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

IV. "AS IS"

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

V. POST-TRANSFER DISCOVERY OF CONTAMINATION

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

VI. ENVIRONMENTAL PROTECTION PROVISIONS

The Environmental Protection Provisions are at Exhibit D, which is attached hereto and made a part hereof. These provisions are intended to ensure protection of human health and the environment and to preclude any interference with ongoing or completed remediation activities at the former Fort Ord. The Grantee shall not transfer or lease the Property or any portion thereof, or grant any interest, privilege, or license whatsoever in connection with the Property, or any portion thereof, without the inclusion of the Environmental Protection Provisions contained herein to the extent applicable to the Property or a portion thereof, and shall require the inclusion of the applicable Environmental Protection Provisions in all further deeds, easements, transfers,

leases, or grant of any interest, privilege, or license concerning the Property or the applicable portion thereof.

VII. AIR NAVIGATION RESERVATION AND RESTRICTIONS

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

VIII. ENFORCEMENT AND NOTICE REQUIREMENT

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

IX. NOTICE OF NON-DISCRIMINATION

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

X. ANTI-DEFICIENCY ACT STATEMENT

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

XI. GENERAL PROVISIONS

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

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

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

XII. OTHER CONDITIONS

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

XIII. THE CONDITIONS, RESTRICTIONS, AND COVENANTS

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

XIV. LIST OF EXHIBITS

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

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

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor, the UNITED STATES OF AMERICA, acting by and through the DEPUTY ASSISTANT SECRETARY OF THE ARMY, Installations and Housing, has caused these presents to be executed on this day of 2009.

UNITED STATES OF AMERICA

By: _____

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

NOTARIAL CERTIFICATE

COMMONWEALTH OF VIRGINIA)
) SS:
COUNTY OF ARLINGTON)

I, _____, a Notary Public in and for the Commonwealth of Virginia, do hereby certify that this the _____ day of _____, 2009, Joseph F. Calcara, Deputy Assistant Secretary of the Army (I&H), 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

Notary Registration No. _____

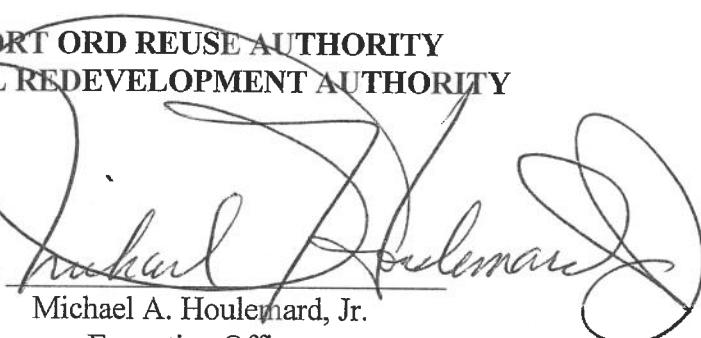
My commission expires the _____ day of _____, 20____.

ACCEPTANCE:

In Testimony Whereof, witness the signature of the Fort Ord Reuse Authority ("Authority"), an organization organized and existing under the laws of the State of California under the Fort Ord Reuse Authority Act created under Title 7.85 of the California Government Code, Chapters 1 through 7, inclusive, commencing with Section 67650, *et seq.*, and selected provisions of the California Redevelopment Law, including Division 24 of the California Health and Safety Code, Part 1, Chapter 4.5, Article 1, commencing with Section 33492, *et seq.*, and Article 4, commencing with Section 33492.70, *et seq.*, this 26 th day of May 2009 hereby accepts and approves this Quitclaim Deed for itself, its successors and assigns, and agrees to all the conditions, reservations, restrictions, and terms contained therein.

**FORT ORD REUSE AUTHORITY
LOCAL REDEVELOPMENT AUTHORITY**

By:


Michael A. Houleman, Jr.
Executive Officer

STATE OF CALIFORNIA

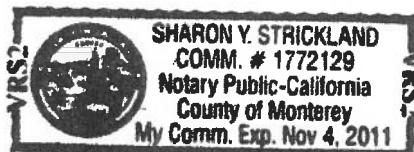
COUNTY OF Monterey

On 5-26-09 before me, Sharon Y. Strickland, (name of notary public) personally appeared Michael A. Houleman, Jr. who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and who acknowledged to me that he/she/they executed the same in their authorized capacity(ies), and by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Sharon Y. Strickland
(Signature of Notary)



EDC Parcel L20.2.2 and L20.2.3.1

FOST 10

Fort Ord Military Reservation

Monterey County, California

Legal Description

SITUATE in a portion of Parcel 1, "Travel Camp", as it is shown on that certain map recorded in Volume 21 of Surveys at Page 89 and a portion of Parcel B as it is shown on that certain map recorded in Volume 28 of Surveys at Page 143, being also a portion of the former Fort Ord Military Reservation as it is shown on that certain map recorded in Volume 19 of Surveys at Page 1, Official Records of Monterey County, being within Monterey City Lands Tract No. 1, County of Monterey, State of California; being more particularly described as follows:

BEGINNING at the northeast corner of Parcel A, E11b.6.2, being also a point on the west boundary of Parcel B, L23.3.3.3.1, as said parcels are shown on that certain map recorded in Volume 28 of Surveys at Page 143; being also an angle point in the easterly boundary of said "Travel Camp;" thence from said Point of Beginning, along the northerly boundary of said Parcel A

1. South $74^\circ 33' 00''$ West for a distance of 254.30 feet; thence
2. South $64^\circ 18' 00''$ West for a distance of 351.80 feet; thence
3. South $70^\circ 50' 00''$ West for a distance of 240.00 feet; thence
4. South $78^\circ 38' 00''$ West for a distance of 196.90 feet; thence
5. North $79^\circ 42' 00''$ West for a distance of 511.60 feet, at 352.05 feet the northwest corner of said Parcel A; thence leaving said northerly boundary of said Parcel A and continuing along the southerly boundary of said Parcel 1, "Travel Camp"
6. South $79^\circ 42' 00''$ West for a distance of 460.60 feet; thence
7. North $89^\circ 42' 00''$ West for a distance of 233.41 feet; thence leaving said southerly boundary of said Parcel 1, "Travel Camp"
8. North $29^\circ 41' 01''$ West for a distance of 599.01 feet; thence
9. North $14^\circ 11' 56''$ West for a distance of 245.87 feet; thence
10. North $33^\circ 25' 44''$ West for a distance of 906.41 feet; thence
11. North $61^\circ 39' 09''$ West for a distance of 71.98 feet; thence
12. North for a distance of 699.31 feet to the beginning of a non-tangential curve; thence

EDC Parcel L20.2.2 and L20.2.3.1

FOST 10

Fort Ord Military Reservation

Monterey County, California

13. Along a curve to the left, the center of which bears North $34^{\circ} 21' 14''$ East for a distance of 75.00 feet, through a central angle of $148^{\circ} 30' 14''$, having a radius of 75.00 feet, for an arc length of 194.39 feet, and whose long chord bears North $50^{\circ} 06' 07''$ East for a distance of 144.37 feet to a point of intersection with a tangent line; thence
14. North $24^{\circ} 09' 00''$ West for a distance of 200.00 feet to the beginning of a tangent curve; thence
15. Along a curve to the left, through a central angle of $34^{\circ} 03' 49''$, having a radius of 75.00 feet, for an arc length of 44.59 feet, and whose long chord bears North $41^{\circ} 10' 54''$ West for a distance of 43.94 feet to a point of intersection with a non-tangential line; thence
16. North $00^{\circ} 14' 04''$ West for a distance of 593.48 feet to a point on a non-tangential curve on the southerly boundary of Parcel 10, as said parcel is shown on that certain map recorded in Volume 20 of Surveys at Page 110; thence along said southerly boundary of said Parcel 10
17. Along a curve to the right, the center of which bears South $02^{\circ} 55' 37''$ West for a distance of 6770.00 feet, through a central angle of $02^{\circ} 03' 13''$, having a radius of 6770.00 feet, for an arc length of 242.65 feet, and whose long chord bears South $86^{\circ} 02' 46''$ East for a distance of 242.63 feet to a point of intersection with a tangent line; thence continuing along said southerly boundary of Parcel 10
18. South $85^{\circ} 01' 10''$ East for a distance of 1313.38 feet to the most northwesterly corner of Parcel 12, as said parcel is shown on that certain map recorded in Volume 20 of Surveys at Page 110; thence leaving said southerly boundary of Parcel 10 and following along the westerly boundary of Parcel 12
19. South $58^{\circ} 40' 10''$ East for a distance of 70.02 feet to the beginning of a tangent curve; thence
20. Along a curve to the right, through a central angle of $89^{\circ} 07' 10''$, having a radius of 170.00 feet, for an arc length of 264.42 feet, and whose long chord bears South $14^{\circ} 06' 35''$ East for a distance of 238.56 feet to a point of intersection with a non-tangential line; thence
21. South $30^{\circ} 27' 00''$ West for a distance of 134.37 feet to the beginning of a tangent curve; thence
22. Along a curve to the left, through a central angle of $82^{\circ} 47' 00''$, having a radius of 140.00 feet, for an arc length of 202.28 feet, and whose long chord bears South $10^{\circ} 56' 30''$ East for a distance of 185.14 feet to a point of intersection with a tangent line; thence
23. South $52^{\circ} 20' 00''$ East for a distance of 57.65 feet; thence

EDC Parcel L20.2.2 and L20.2.3.1

FOST 10

Fort Ord Military Reservation

Monterey County, California

24. Along a curve to the right, through a central angle of $53^{\circ} 27' 20''$, having a radius of 90.00 feet, for an arc length of 83.97 feet, and whose long chord bears South $25^{\circ} 36' 20''$ East for a distance of 80.96 feet to a point of intersection with a tangent line; thence
25. South $01^{\circ} 07' 20''$ West for a distance of 371.18 feet to the beginning of a tangent curve; thence
26. Along a curve to the left, through a central angle of $00^{\circ} 40' 40''$, having a radius of 5030.00 feet, for an arc length of 59.50 feet, and whose long chord bears South $00^{\circ} 47' 00''$ West for a distance of 59.50 feet to a point of intersection with a tangent line; thence
27. South $00^{\circ} 26' 40''$ West for a distance of 123.80 feet to the beginning of a tangent curve; thence
28. Along a curve to the left, through a central angle of $06^{\circ} 12' 50''$, having a radius of 530.00 feet, for an arc length of 57.48 feet, and whose long chord bears South $02^{\circ} 39' 45''$ East for a distance of 57.45 feet to a point of intersection with a tangent line; thence
29. South $05^{\circ} 46' 10''$ East for a distance of 243.25 feet to the southwest corner of said Parcel 12 being also a point on a non-tangential curve on the northerly boundary of Parcel 11, as said parcel is shown on that certain map recorded in Volume 20 of Surveys at Page 110; thence along said northerly boundary of Parcel 11
30. Along a curve to the right, the center of which bears North $03^{\circ} 17' 50''$ West for a distance of 385.00 feet, through a central angle of $13^{\circ} 58' 00''$, having a radius of 385.00 feet, for an arc length of 93.85 feet, and whose long chord bears North $86^{\circ} 18' 50''$ West for a distance of 93.62 feet to the northwest corner of said Parcel 11 being also a point of intersection with a non-tangential line; thence continuing along the boundary of said Parcel 11 the following courses
31. South $10^{\circ} 40' 10''$ West for a distance of 60.00 feet to the southwest corner of said Parcel 11 being also the beginning of a non-tangential curve; thence continuing along the boundary of said Parcel 11
32. Along a curve to the left, the center of which bears North $10^{\circ} 40' 10''$ East for a distance of 445.00 feet, through a central angle of $33^{\circ} 08' 00''$, having a radius of 445.00 feet, for an arc length of 257.34 feet, and whose long chord bears North $84^{\circ} 06' 10''$ East for a distance of 253.77 feet to the beginning of a tangent reverse curve; thence
33. Along a curve to the right, through a central angle of $09^{\circ} 50' 40''$, having a radius of 370.00 feet, for an arc length of 63.57 feet, and whose long chord bears North $72^{\circ} 27' 30''$ East for a distance of 63.49 feet to a point of intersection with a tangent line; thence

EDC Parcel L20.2.2 and L20.2.3.1

FOST 10

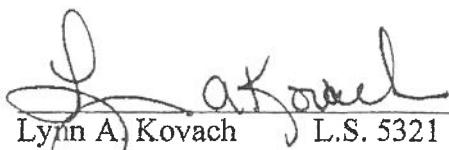
Fort Ord Military Reservation

Monterey County, California

34. North $77^{\circ} 22' 50''$ East for a distance of 292.82 feet to the beginning of a tangent curve; thence
35. Along a curve to the left, through a central angle of $06^{\circ} 03' 10''$, having a radius of 1030.00 feet, for an arc length of 108.81 feet, and whose long chord bears North $74^{\circ} 21' 15''$ East for a distance of 108.76 feet to the beginning of a tangent reverse curve; thence
36. Along a curve to the right, through a central angle of $44^{\circ} 56' 30''$, having a radius of 320.00 feet, for an arc length of 251.00 feet, and whose long chord bears South $86^{\circ} 12' 05''$ East for a distance of 244.62 feet to a point of intersection with a tangent line; thence;
37. South $63^{\circ} 43' 50''$ East for a distance of 166.36 feet to the beginning of a tangent curve; thence
38. Along a curve to the left, through a central angle of $29^{\circ} 19' 10''$, having a radius of 355.00 feet, for an arc length of 181.66 feet, and whose long chord bears South $78^{\circ} 23' 25''$ East for a distance of 179.69 feet to the northwest corner of said Parcel B, being also a point of intersection with a tangent line; thence along the common boundary of said Parcel 11 and Parcel B
39. North $86^{\circ} 57' 00''$ East for a distance of 44.95 feet; thence leaving said boundary of said Parcel 11
40. South $14^{\circ} 20' 06''$ East for a distance of 1158.53 feet; thence
41. South $81^{\circ} 18' 04''$ West for a distance of 139.28 feet to a point on the westerly boundary of said Parcel B; thence along said westerly boundary of Parcel B
42. North $08^{\circ} 35' 14''$ West a distance of 17.16 feet to the POINT OF BEGINNING.

Containing an area of 144.843 acres, more or less.

This legal description was prepared by



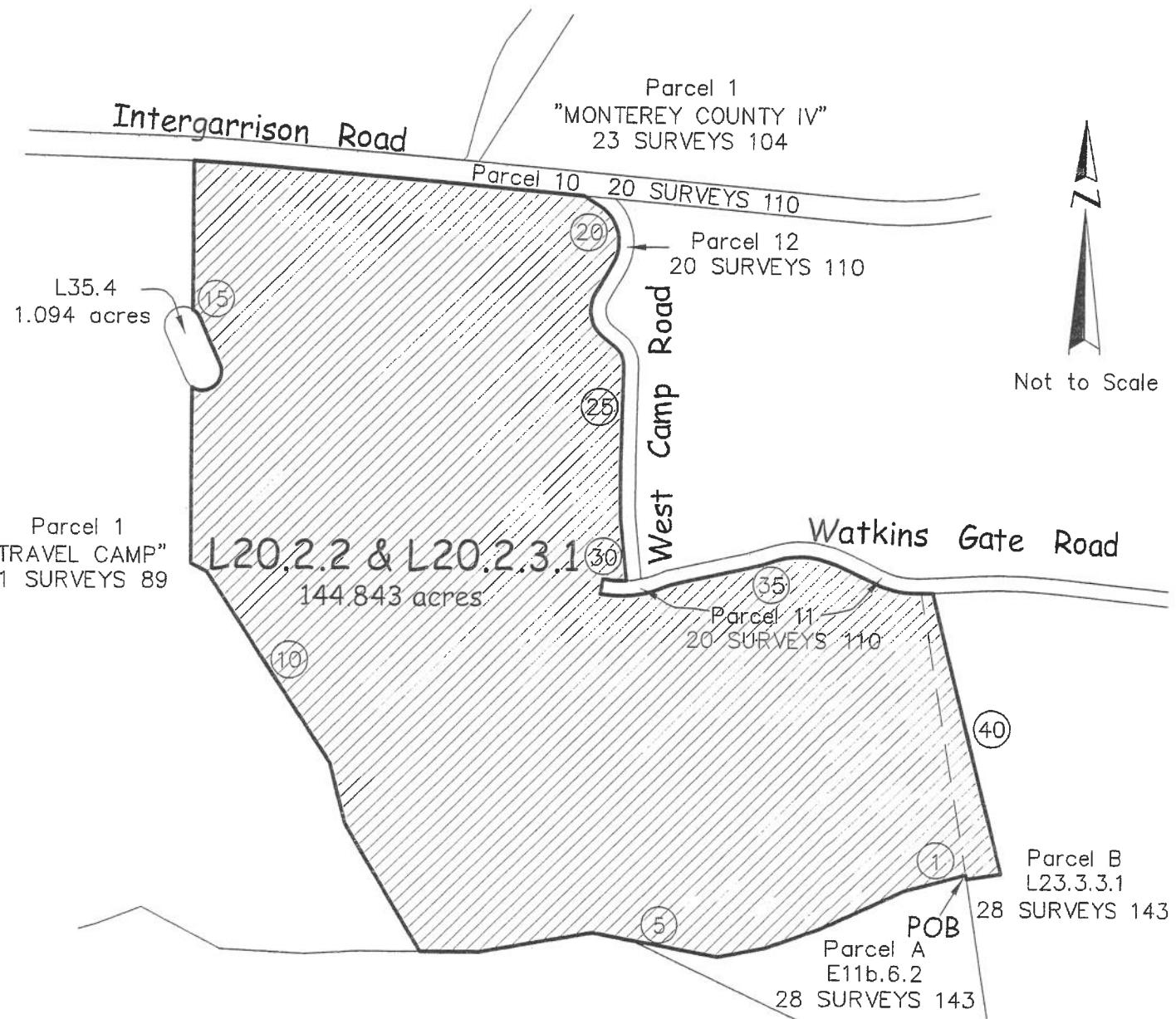
Lynn A. Kovach L.S. 5321
My license expires December 31, 2007



EXHIBIT A

EXHIBIT
 of
 EDC Parcels L20.2.2 and L20.2.3.1
 Being a Portion
 of Parcel 1 as shown on Vol. 21 of Surveys at Page 89
 and Parcel B as shown on Vol. 28 of Surveys at Page 143
 Monterey County Jurisdiction
 Fort Ord FOST 10
 Lying within the Fort Ord Military Reservation
 as shown on Vol. 19 of Surveys at Page 1
 Being also within Monterey City Lands Tract No. 1
 Monterey County, California

Note: Course Numbers Refer to the Legal Description.



EDC Parcels L20.19.1.2, E11b.7.2, L23.3.2.2, L23.3.3.2, & E11b.6.3
FOST 10
Fort Ord Military Reservation
Monterey County, California

Legal Description of Parcels L20.19.1.2, E11b.7.2, L23.3.2.2, L23.3.3.2, & E11b.6.3

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

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

1. South $48^{\circ} 29' 20''$ East for a distance of 210.24 feet; thence continuing along the southerly boundary of said Parcel 4
2. South $68^{\circ} 06' 40''$ East for a distance of 137.74 feet to the beginning of a non-tangential curve; thence continuing along the southerly boundary of said Parcel 4
3. Along a curve to the left, the center of which bears North $23^{\circ} 40' 31''$ East for a distance of 800.04 feet, through an angle of $12^{\circ} 59' 04''$, having a radius of 800.04 feet, for an arc distance of 181.31 feet, and whose long chord bears South $72^{\circ} 49' 01''$ East for a distance of 180.92 feet to a point of intersection with a non-tangential line; thence leaving said southerly boundary
4. South $40^{\circ} 57' 32''$ West for a distance of 472.19 feet (shown on said map recorded in Volume 28 of Surveys at Page 143 as North $40^{\circ} 50' 58''$ East, 472.18 feet); thence
5. South $11^{\circ} 41' 33''$ West for a distance of 114.45 feet; thence
6. South $53^{\circ} 57' 45''$ West for a distance of 128.65 feet; thence
7. South $73^{\circ} 39' 30''$ West for a distance of 310.00 feet; thence
8. South $80^{\circ} 57' 08''$ West for a distance of 995.89 feet; thence
9. North $64^{\circ} 20' 35''$ West for a distance of 194.33 feet to the beginning of a non-tangential curve being also a point on the westerly boundary of Parcel 17 as it is shown on that certain map recorded in Volume 20 of Surveys at Page 110; thence along the westerly boundary of said Parcel 17

EDC Parcels L20.19.1.2, E11b.7.2, L23.3.2.2, L23.3.3.2, & E11b.6.3
FOST 10
Fort Ord Military Reservation
Monterey County, California

10. Along a curve to the right, the center of which bears North $34^{\circ} 10' 12''$ West for a distance of 300.00 feet, through an angle of $09^{\circ} 18' 32''$, having a radius of 300.00 feet, for an arc distance of 48.74 feet, and whose long chord bears South $60^{\circ} 29' 04''$ West for a distance of 48.69 feet to a point of intersection with a tangent line; thence continuing along the westerly boundary of said Parcel 17
11. South $65^{\circ} 08' 20''$ West for a distance of 762.95 feet to the beginning of a curve; thence continuing along the westerly boundary of said Parcel 17
12. Along a curve to the left through an angle of $12^{\circ} 44' 31''$, having a radius of 730.00 feet, for an arc distance of 162.34 feet, and whose long chord bears South $58^{\circ} 46' 04''$ West for a distance of 162.01 feet to a point of intersection with a non-tangential line; thence leaving said westerly boundary
13. South $79^{\circ} 25' 03''$ West for a distance of 234.60 feet; thence
14. South $68^{\circ} 58' 45''$ West for a distance of 222.12 feet; thence
15. South $55^{\circ} 08' 30''$ West for a distance of 263.54 feet; thence
16. South $86^{\circ} 28' 56''$ West for a distance of 234.92 feet; thence
17. North $79^{\circ} 42' 05''$ West for a distance of 266.22 feet to a point on the westerly boundary line of said Parcel 1, "Monterey County IV"; thence northerly along said westerly boundary
18. North $41^{\circ} 48' 01''$ East for a distance of 106.93 feet to an angle point in said westerly boundary; thence continuing along said westerly boundary
19. North $46^{\circ} 27' 29''$ East for a distance of 153.46 feet to an angle point in said westerly boundary marked by a 3" brass disc stamped "BLM AP13C"; thence continuing along said westerly boundary
20. North $36^{\circ} 41' 35''$ East for a distance of 166.67 feet to an angle point in said westerly boundary marked by a 3" brass disc stamped "BLM AP14C"; thence continuing along said westerly boundary
21. North $42^{\circ} 20' 41''$ East for a distance of 438.01 feet to an angle point in said westerly boundary marked by a 3" brass disc stamped "BLM AP15C"; thence continuing along said westerly boundary
22. North $56^{\circ} 41' 21''$ West for a distance of 16.60 feet; thence leaving said westerly boundary

EDC Parcels L20.19.1.2, E11b.7.2, L23.3.2.2, L23.3.3.2, & E11b.6.3
FOST 10
Fort Ord Military Reservation
Monterey County, California

23. North $39^{\circ} 51' 25''$ East for a distance of 463.59 feet; thence
24. North $47^{\circ} 52' 11''$ East for a distance of 104.19 feet; thence
25. North $39^{\circ} 16' 20''$ East for a distance of 528.24 feet; thence
26. North $44^{\circ} 41' 16''$ East for a distance of 171.66 feet; thence
27. North $38^{\circ} 18' 51''$ East for a distance of 189.64 feet; thence
28. North $31^{\circ} 25' 54''$ East for a distance of 322.41 feet to the beginning of a non-tangential curve being also a point on the westerly boundary of said Parcel 17; thence continuing along said westerly boundary
29. Along a curve to the right, the center of which bears North $82^{\circ} 03' 16''$ East for a distance of 430.00 feet, through an angle of $12^{\circ} 00' 24''$, having a radius of 430.00 feet, for an arc distance of 90.11 feet, and whose long chord bears North $01^{\circ} 56' 32''$ West for a distance of 89.94 feet to a point of intersection with a tangent line; thence continuing along said westerly boundary
30. North $04^{\circ} 03' 40''$ East for a distance of 661.18 feet to the beginning of a curve; thence continuing along said westerly boundary
31. Along a curve to the right through an angle of $30^{\circ} 51' 25''$, having a radius of 230.00 feet, for an arc distance of 123.87 feet, and whose long chord bears North $19^{\circ} 29' 22''$ East for a distance of 122.38 feet to a point of intersection with a non-tangential line; thence leaving said westerly boundary
32. South $24^{\circ} 04' 51''$ East for a distance of 75.22 feet to the beginning of a curve; thence
33. Along a curve to the left through an angle of $69^{\circ} 35' 53''$, having a radius of 150.11 feet, for an arc distance of 182.34 feet, and whose long chord bears South $58^{\circ} 52' 48''$ East for a distance of 171.34 feet to a point of intersection with a tangent line; thence
34. North $86^{\circ} 19' 16''$ East for a distance of 521.61 feet; thence
35. South $78^{\circ} 35' 49''$ East for a distance of 632.93 feet to the beginning of a curve; thence
36. Along a curve to the right through an angle of $73^{\circ} 08' 32''$, having a radius of 114.71 feet, for an arc distance of 146.44 feet, and whose long chord bears South $42^{\circ} 01' 33''$ East for a distance of 136.69 feet to a point of intersection with a tangent line; thence

EDC Parcels L20.19.1.2, E11b.7.2, L23.3.2.2, L23.3.3.2, & E11b.6.3

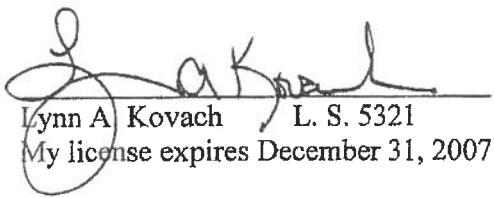
FOST 10

Fort Ord Military Reservation
Monterey County, California

37. South 05° 27' 17" East for a distance of 95.25 feet; thence
38. South 08° 15' 34" West for a distance of 62.65 feet; thence
39. North 73° 06' 22" East for a distance of 50.79 feet (shown on said map recorded in Volume 28 of Surveys at Page 143 as North 72° 14' 36" East, 50.30 feet to a point on the easterly boundary of said Parcel 1, "Monterey County IV" being also point numbered 205 on said perimeter boundary of Fort Ord Military Reservation; thence continuing along said easterly boundary and said perimeter boundary
40. South 06° 33' 19" East for a distance of 519.89 feet to a point; thence continuing along said easterly boundary and said perimeter boundary
41. South 33° 14' 00" East a distance of 324.24 feet to the POINT OF BEGINNING.

Containing an area of 114.320 acres, more or less.

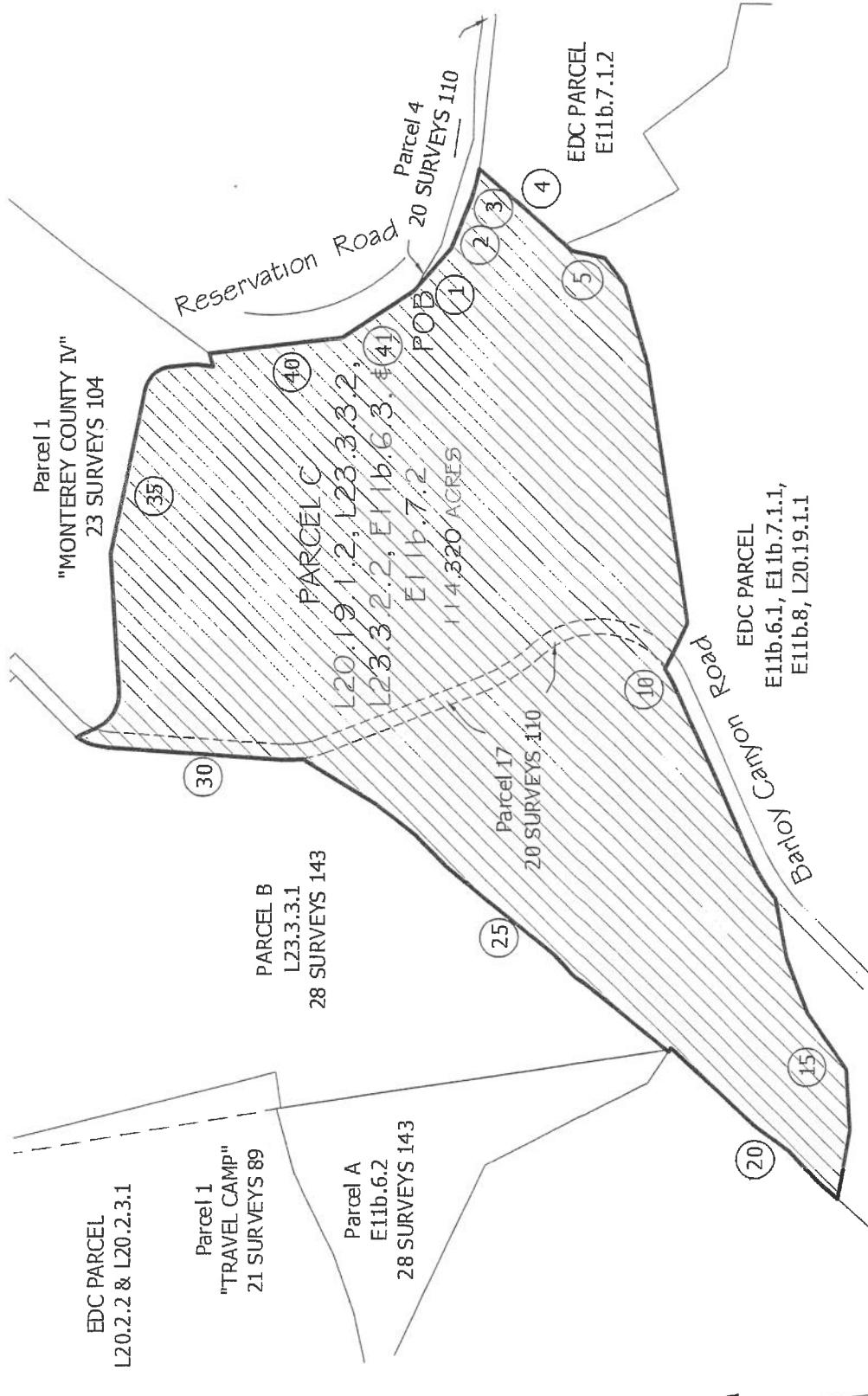
This legal description was prepared by


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



EXHIBIT

of
EDC Parcel L20.19.1.2, L23.3.3.2, L23.3.2.2, E11b.6.3 & E11b.7.2
Being Parcel C as shown on Vol. 28 of Surveys at Page 143
Monterey County Jurisdiction
Lying within the Fort Ord Military Reservation
as shown on Vol. 19 of Surveys at Page 1
Being also within Monterey City Lands Tract No. 1
Monterey County, California



Not To Scale
C1 Land Projects 2005 FORA NO CO FOST 1010 wgt FORA FOST 1.0 MOCO E11b.7.12.dwg, NEW PAR C 2/22/2007 11:11:11 AM

Note: Course Numbers Refer to the Legal Description.

EXHIBIT A

EDC Parcel L23.3.3.1
FOST 10
Fort Ord Military Reservation
Monterey County, California

Legal Description of Parcel L23.3.3.1

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

BEGINNING at a point on the southerly boundary line of Parcel 11 as it is shown on that certain map recorded in Volume 20 of Surveys at Page 110, from which an angle point in the boundary of Parcel 1 "Monterey County IV" as it is shown on that certain map recorded in Volume 23 of Surveys at Page 104 bears South $86^{\circ} 57' 00''$ West a distance of 44.95 feet, said point also being the most northeasterly corner of Parcel 1, "Travel Camp", as it is shown on that certain map recorded in Volume 21 of Surveys at Page 89; thence from said Point of Beginning along the southerly boundary of said Parcel 11

1. North $86^{\circ} 57' 00''$ East for a distance of 167.98 feet to the beginning of a curve; thence continuing along said southerly boundary
2. Along a curve to the right through an angle of $08^{\circ} 42' 50''$, having a radius of 1970.00 feet, for an arc distance of 299.61 feet, and whose long chord bears South $88^{\circ} 41' 35''$ East for a distance of 299.32 feet to a point of intersection with a tangent line; thence continuing along said southerly boundary
3. South $84^{\circ} 20' 10''$ East for a distance of 842.92 feet to the beginning of a curve; thence continuing along said southerly boundary
4. Along a curve to the right through $03^{\circ} 42' 40''$, having a radius of 1220.00 feet, for an arc distance of 79.02 feet, and whose long chord bears South $82^{\circ} 28' 50''$ East for a distance of 79.01 feet to the beginning of a curve; thence continuing along said southerly boundary
5. Along a curve to the left through $19^{\circ} 59' 30''$, having a radius of 580.00 feet, for an arc distance of 202.37 feet, and whose long chord bears North $89^{\circ} 22' 45''$ East for a distance of 201.35 feet to the beginning of a curve; thence continuing along said southerly boundary
6. Along a curve to the right through $14^{\circ} 16' 00''$, having a radius of 570.00 feet, for an arc distance of 141.93 feet, and whose long chord bears North $86^{\circ} 31' 00''$ East for a distance of 141.56 feet to the beginning of a curve; thence continuing along said southerly boundary

EDC Parcel L23.3.3.1
FOST 10
Fort Ord Military Reservation
Monterey County, California

7. Along a curve to the right through an angle of $38^\circ 38' 00''$, having a radius of 45.00 feet, for an arc distance of 30.34 feet, and whose long chord bears South $67^\circ 02' 00''$ East for a distance of 29.77 feet to a point of intersection with a tangent line; thence continuing along said southerly boundary
8. South $47^\circ 43' 00''$ East for a distance of 58.68 feet to the beginning of a curve being also the southeast corner of said Parcel 11 and a point on the westerly boundary of Parcel 17 as it is shown on that certain map recorded in Volume 20 of Surveys at Page 110; thence along said westerly boundary
9. Along a curve to the right through an angle of $00^\circ 32' 15''$, having a radius of 970.00 feet, for an arc distance of 9.10 feet, and whose long chord bears South $45^\circ 42' 03''$ West for a distance of 9.10 feet to a point of intersection with a tangent line; thence continuing along said westerly boundary
10. South $45^\circ 58' 10''$ West for a distance of 276.86 feet to the beginning of a curve; thence continuing along said westerly boundary
11. Along a curve to the left through a central angle of $41^\circ 54' 30''$, having a radius of 230.00 feet, for an arc distance of 168.23 feet, and whose long chord bears South $25^\circ 00' 55''$ West for a distance of 164.51 feet to the beginning of a tangent line; thence continuing along said westerly boundary
12. South $04^\circ 03' 40''$ West for a distance of 661.18 feet to the beginning of a curve; thence continuing along said westerly boundary
13. Along a curve to the left through an angle of $12^\circ 00' 24''$, having a radius of 430.00 feet, for an arc distance of 90.11 feet, and whose long chord bears South $01^\circ 56' 32''$ East for a distance of 89.94 feet to a point of intersection with a non-tangential line; thence leaving said westerly boundary and running along the boundary of said Parcel B the following courses
14. South $31^\circ 25' 54''$ West for a distance of 322.41 feet to a point; thence
15. South $38^\circ 18' 51''$ West for a distance of 189.64 feet to a point; thence
16. South $44^\circ 41' 16''$ West for a distance of 171.66 feet to a point; thence
17. South $39^\circ 16' 20''$ West for a distance of 528.24 feet to a point; thence
18. South $47^\circ 52' 11''$ West for a distance of 104.19 feet to a point; thence

EDC Parcel L23.3.3.1
FOST 10
Fort Ord Military Reservation
Monterey County, California

19. South $39^{\circ} 51' 25''$ West for a distance of 454.28 feet to a point; thence leaving the boundary of said Parcel B
20. North $03^{\circ} 11' 45''$ West a distance of 1482.33 feet; thence
21. North $14^{\circ} 20' 06''$ West for a distance of 1158.53 feet to the POINT OF BEGINNING.

Containing an area of 57.646 acres, more or less.

This legal description was prepared by

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

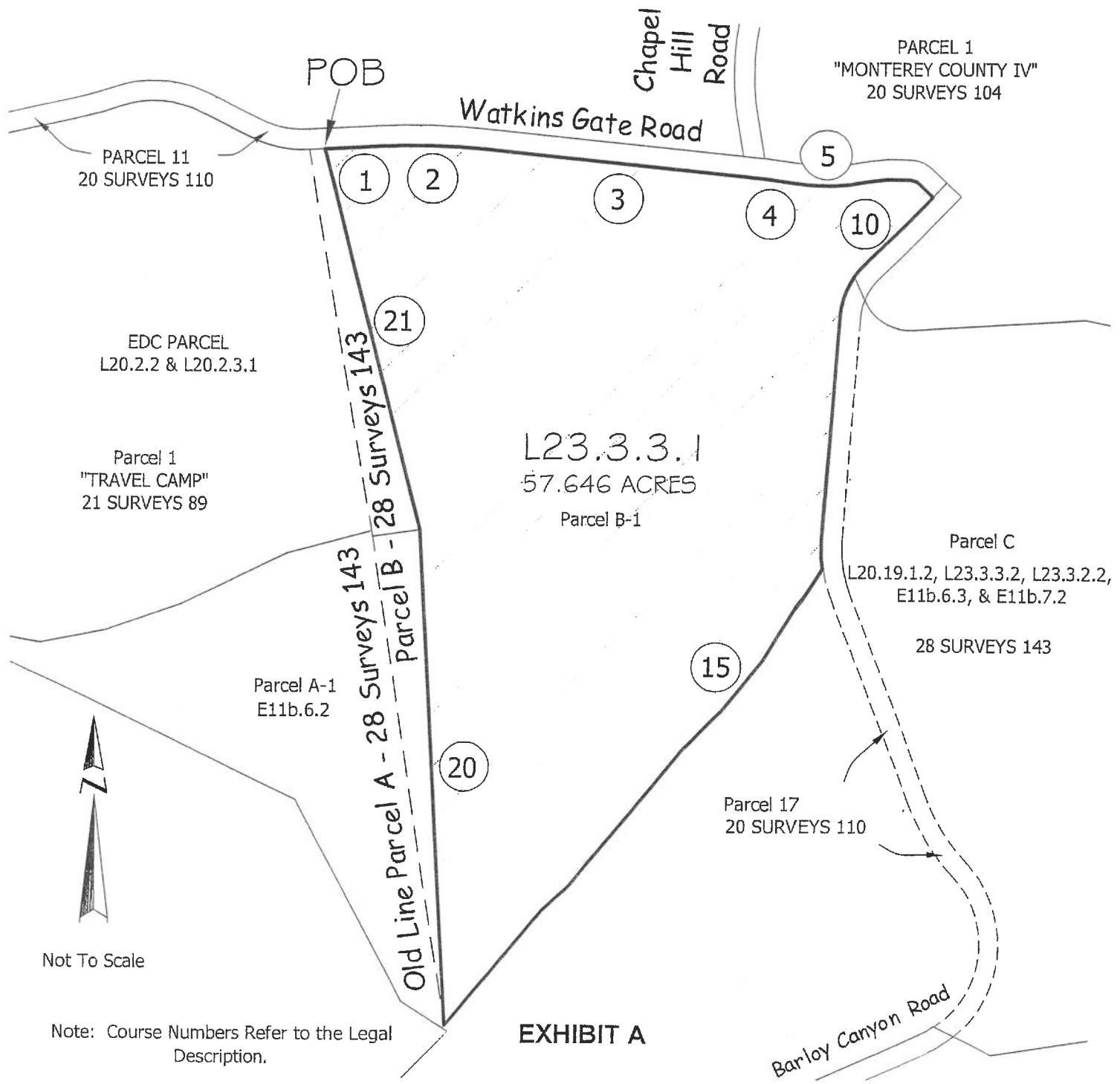


EXHIBIT

of

EDC Parcel L23.3.1

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



EDC Parcel E11b.7.1.2
FOST 10
Fort Ord Military Reservation
Monterey County, California

Legal Description

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

BEGINNING at the most easterly corner of Parcel C, as said parcel is shown on that certain map recorded in Volume 28 of Surveys at Page 143, being also a point on the southerly boundary of Parcel 4, as said parcel is shown on that certain map recorded in Volume 20 of Surveys at Page 110; thence from said Point of Beginning, along said southerly boundary

1. Along a curve to the left, the center of which bears North $10^{\circ} 41' 27''$ East through a central angle of $07^{\circ} 19' 11''$, having a radius of 800.04 feet (shown on said map as a radius of 800.00 feet), for an arc length of 102.21 feet, and whose long chord bears South $82^{\circ} 58' 09''$ East for a distance of 102.14 feet to a point of intersection with a non-tangential line; thence
2. South $84^{\circ} 51' 45''$ East for a distance of 485.28 feet; thence
3. North $80^{\circ} 12' 15''$ East for a distance of 226.96 feet; thence
4. North $78^{\circ} 19' 55''$ East for a distance of 247.13 feet to the beginning of a tangent curve; thence
5. Along a curve to the right, through a central angle of $47^{\circ} 49' 40''$, having a radius of 720.00 feet, for an arc length of 601.02 feet, and whose long chord bears South $77^{\circ} 45' 15''$ East for a distance of 583.72 feet to a point of intersection with a tangent line; thence
6. South $53^{\circ} 50' 25''$ East for a distance of 112.97 feet, more or less, to an angle point on the perimeter boundary of said Fort Ord Military Reservation; thence along said perimeter boundary

EDC Parcel E11b.7.1.2
FOST 10
Fort Ord Military Reservation
Monterey County, California

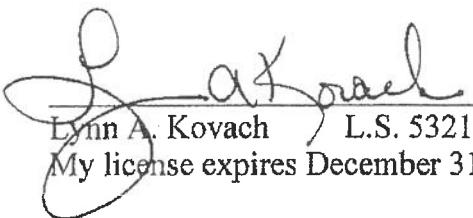
7. South $40^{\circ} 22' 12''$ East for a distance of 376.83 feet; thence
8. South $25^{\circ} 51' 48''$ East for a distance of 499.86 feet; thence
9. South $49^{\circ} 15' 49''$ East for a distance of 611.56 feet to the most easterly corner of said Parcel 1, "Monterey County IV;" thence leaving said perimeter boundary and continuing along the southerly boundary of said Parcel 1, "Monterey County IV,"
10. South $39^{\circ} 53' 17''$ West for a distance of 419.59 feet; thence
11. North $53^{\circ} 09' 53''$ West for a distance of 118.67 feet; thence
12. North $76^{\circ} 14' 26''$ West for a distance of 133.18 feet; thence
13. South $89^{\circ} 16' 30''$ West for a distance of 312.13 feet; thence
14. South $75^{\circ} 13' 57''$ West for a distance of 162.19 feet; thence
15. North $67^{\circ} 47' 56''$ West for a distance of 222.99 feet; thence
16. North $69^{\circ} 41' 06''$ West for a distance of 487.88 feet; thence
17. North $61^{\circ} 24' 48''$ West for a distance of 227.60 feet; thence
18. North $81^{\circ} 03' 43''$ West for a distance of 130.16 feet; thence
19. South $19^{\circ} 51' 16''$ West for a distance of 153.74 feet; thence leaving said southerly boundary of Parcel I
20. North $00^{\circ} 02' 57''$ West for a distance of 332.86 feet; thence
21. North $77^{\circ} 51' 15''$ West for a distance of 246.61 feet; thence
22. North $37^{\circ} 46' 00''$ West for a distance of 411.32 feet; thence
23. South $57^{\circ} 19' 19''$ West for a distance of 251.86 feet; thence
24. North $38^{\circ} 10' 16''$ West for a distance of 24.19 feet; thence

EDC Parcel E11b.7.1.2
FOST 10
Fort Ord Military Reservation
Monterey County, California

25. North $27^{\circ} 21' 27''$ West for a distance of 230.78 feet; thence
26. North $24^{\circ} 38' 38''$ West for a distance of 213.55 feet to an angle point in the southeasterly boundary of said Parcel C; thence following the southeasterly boundary of said Parcel C
27. North $40^{\circ} 57' 32''$ East (shown on the aforesaid map as North $40^{\circ} 50' 58''$ East) for a distance of 434.43 feet to the POINT OF BEGINNING.

Containing an area of 63.227 acres, more or less.

This legal description was prepared by



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



EXHIBIT

of

**EDC Parcel E11b.7.1.2
Being a Portion of "Monterey County IV" as shown on Vol. 23 of Surveys at Page 104
Monterey County Jurisdiction**

Fort Ord FOST 10

**Lying within the Fort Ord Military Reservation
as shown on Vol. 19 of Surveys at Page 1
Being also within Monterey City Lands Tract No. 1
Monterey County, California**

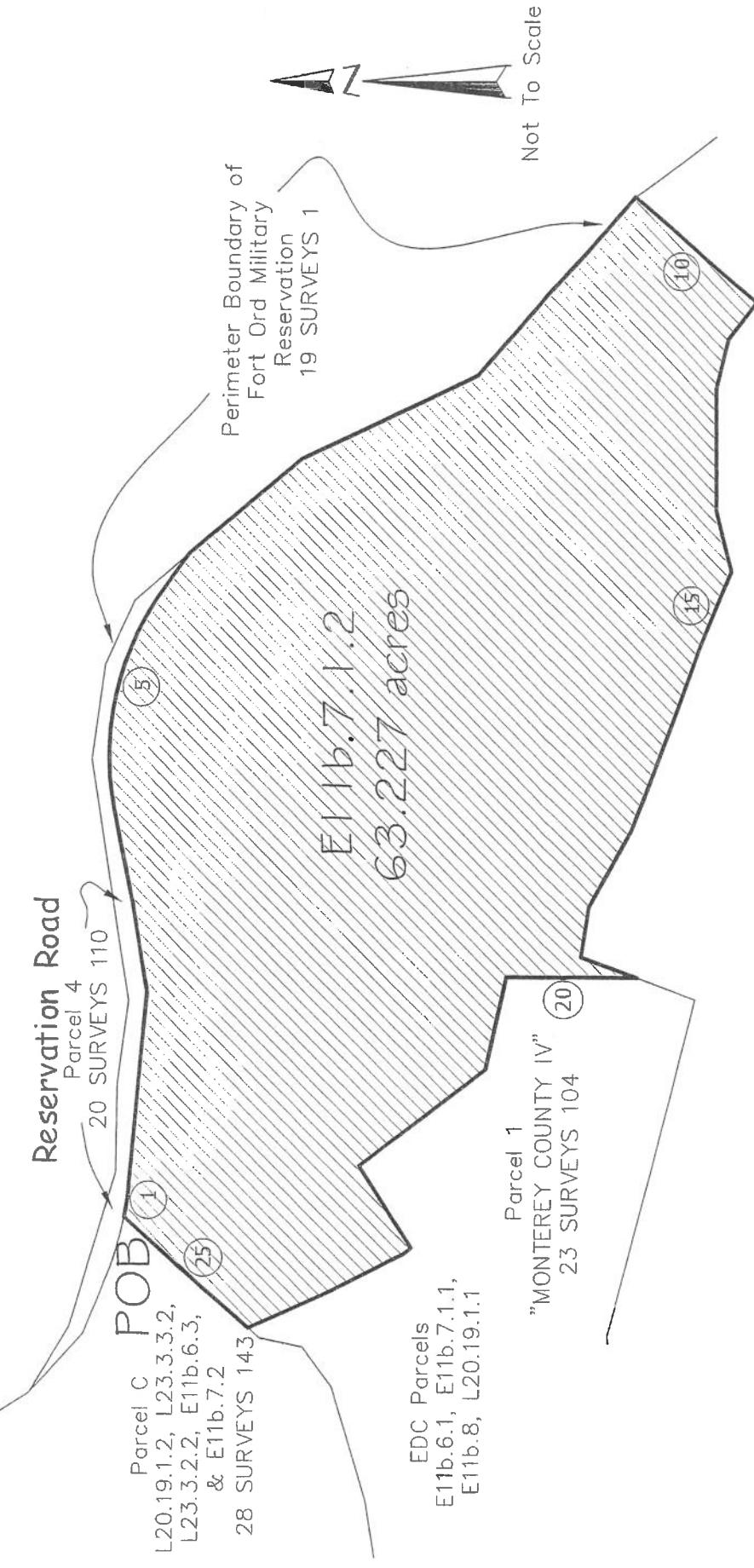
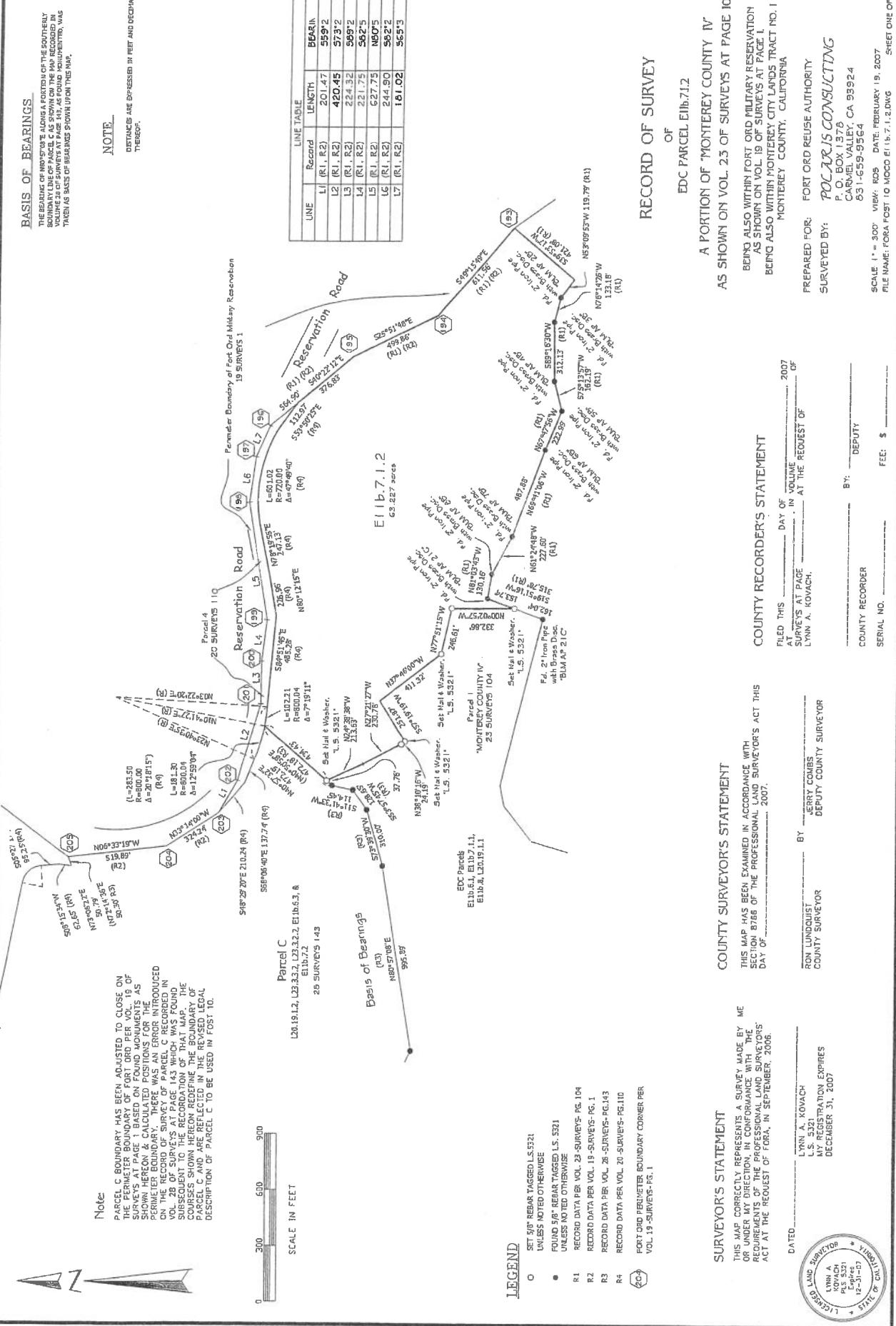


EXHIBIT A

Note: Course Numbers Refer to the Legal Description.



**Table 4 – Notification of Hazardous Substance Storage,
Release, or Disposal**

Location	Name of Hazardous Substance(s)	Date of Storage, Release, or Disposal	Remedial Actions
Parcel E11b.7.1.2	Toluene (108883); pentachlorophenol (87865); dioxins; arsenic (7440382); beryllium (7440417); cadmium (7440439); total chromium (7440473); copper (7440508); lead (7439921); nickel (744020); selenium (7782492); silver (7440224); thallium (7440280); zinc (7440666)	Possibly the 1940s and 1950s	IRP Site 41. The interim action (IA) at IRP Site 41 (Crescent Bluff Fire Drill Area) included the excavation and removal of approximately 76 cubic yards of soil from three former burn pits. Results of the confirmation sampling indicated soils with chemical concentrations above the target cleanup concentrations were removed. Results of the confirmation sampling and subsequent risk evaluation indicated that no further threat to human health, the environment, or groundwater was anticipated and no further investigation or remediation was recommended. USEPA concurred that no further action was necessary at Site 41 in a letter dated April 14, 1997, and the DTSC concurred in a letter dated March 10, 2006. The boundary of IRP Site 41 overlaps Parcel E11b.7.1.2; however, the IA occurred outside of the parcel.
Parcel L23.3.3.1	Lead (7439921); copper (7440508); antimony (7440360)	1930s to 1993	IRP Site 39A (Study Area 1). Study Area 1 lies within Parcel L23.3.3.1. The IA at Study Area 1 included the removal of surface soil containing lead from expended small arms ammunition in five localized areas containing 1% to 10% surface coverage. The Site 39A IA Confirmation Report was submitted to the regulatory agencies in October 1998. The USEPA concurred that no further action is necessary at Site 39A in a letter dated February 2, 2002. In a letter dated Mach 10, 2006, the DTSC stated that their concerns had been adequately addressed regarding chemical contamination at Site 39A. IRP Site 39A, HA-80 and HA-85. The IA at HA-80 and HA-85 included the removal of shallow soil (1 to 2 feet) containing lead, copper and antimony from expended small arms ammunition at concentrations exceeding target cleanup concentrations. Approximately 600 cubic yards was removed in three localized areas. The DTSC and USEPA concurred that no further action is necessary at Site 39A HA-80 and 39A HA-85 in letters dated April 17, 2006 and May 25, 2006 respectively.

**Table 4 – Notification of Hazardous Substance Storage,
Release, or Disposal**

Location	Name of Hazardous Substance(s)	Date of Storage, Release, or Disposal	Remedial Actions
Parcel L23.3.2.2	Arsenic (7440382); antimony (7440360); cadmium (7440439); copper (7440508); lead (7439921); dieldrin (60571); endrin (&2208); gamma-BHC (58899); heptachlor (76448); 4,4'-DDE (72559); 4,4'-DDT (50293); dioxins/furans; diesel; polynuclear aromatic hydrocarbons	1940s through 1950s	IRP Site 31 (SWMU FTO-070). One soil remedial unit (SRU) was identified as requiring remediation at Site 31 (East Garrison Dump Site). Remediation of SRU 31 included the excavation and removal of approximately 1,500 cubic yards of un-incinerated and incinerated debris and soil containing lead. The Site 31 Remedial Action Confirmation Report and Post-Remediation Risk Assessment were submitted to the regulatory agencies in April 1999. Agency concurrence of no further remedial action was granted by the DTSC on June 1, 2006 and by the USEPA on September 20, 1999. In its letter, the DTSC requested that long-term management in the form of a land use covenant (LUC) be completed prohibiting excavation, exposure of the soil, or use of the area as part of any residential development. This LUC will be recorded with the deed for Parcel L23.3.2.2.

* The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or 'Superfund') 42 U.S.C. §9620(h). This table provides information on the storage of hazardous substances for one year or more in quantities greater than or equal to 1,000 kilograms or the hazardous substance's CERCLA reportable quantity (which ever is greater). In addition, it provides information on the known release of hazardous substances in quantities greater than or equal to the substances CERCLA reportable quantity. See 40 CFR Part 373.

Table 1 – Description of Property

Property Description	EBS Parcel Designation	Condition Category¹	Remedial Actions²
Parcel E11b.6.3 – 8.38-acre habitat reserve parcel to be transferred to FORA. No buildings or structures on the parcel. Lies within East Garrison Area 2 (EGA2, see Table 6 – Notification of MEC).	226 - CERFA Uncontaminated	1	A portion of HA-78 (Light Machine Gun Range) overlies this parcel. The evaluation of HA-78 included a literature review, site reconnaissance and site investigation sampling. Because no concentrations of spent small arms ammunition or concentrations of military munitions were observed and because soil sample results were below Fort Ord maximum background values, the BRA recommended no further action (<i>MACTEC/Shaw, 2005</i>).
Parcel E11b.7.1.2 – 71.37-acre habitat reserve parcel to be transferred to FORA. No buildings or structures on the parcel. Includes IRP Site 41 (Crescent Bluff Fire Drill Area) and East Garrison Area 4 Northeast (EGA4 NE), which includes MRS-33 (see Table 6 – Notification of MEC).	226 – CERFA Uncontaminated; 101 – Qualified, Probable UXO; 70 – Disqualified, Probable hazardous release	4	The interim action (IA) at IRP Site 41 (Crescent Bluff Fire Drill Area) included the excavation and removal of approximately 76 cubic yards of soil from three former burn pits that are located on an adjacent parcel. Results of the confirmation sampling indicated soils with chemical concentrations above the target cleanup concentrations were removed. Results of the confirmation sampling and subsequent risk evaluation indicated that no further threat to human health, the environment, or groundwater was anticipated, and no further investigation or remediation was recommended. USEPA concurred that no further action was necessary at Site 41 in a letter dated April 14, 1997, and the DTSC concurred on March 10, 2006. The investigation of HA-165 (MRS-33) included a literature review. Because no evidence of a range was identified at the site, the BRA recommended no further action (<i>MACTEC/Shaw, 2005</i>).
Parcel E11b.7.2 – 7.36-acre habitat reserve parcel to be transferred to FORA. No buildings or structures on the parcel. Lies within East Garrison Area 2 (EGA2, see Table 6 – Notification of MEC).	226 – CERFA Uncontaminated; 101 – Qualified, Probable UXO	1	Because parcel partly overlapped by CERFA Parcel 101, which was qualified due to potential presence of UXO, EPA unable to concur with the “uncontaminated” property determination. Parcel lies within EGA2. No MEC or munitions debris were found within this parcel and no further military munitions investigation at EGA2 is required (see East Garrison Area 2 in Table 6 – Notification of MEC). Based on this information, Parcel E11b.7.2 meets the definition of CERFA Uncontaminated property.
Parcel L20.2.2 – 115.774-acre development parcel with a habitat corridor to be transferred to Monterey County. Includes campground called the Travel Camp, and portion of a small arms range. Buildings and	65 and 67 – CERFA Disqualified, petroleum storage and hazardous release; 175 – CERFA Qualified, Probable UXO; 226 - CERFA	4	The IA at IRP Site 39A (East Garrison Ranges) was completed in 1998 and included the removal of soils containing lead, arsenic, and PAHs exceeding PRGs, resulting from accumulation of expended small arms ammunition, lead shot and clay target debris in four study areas. Study Area 2 and Study Area 3 are located on Parcel L20.2.2. Based on results of site investigation, IA was proposed at Study Area 2 and no further work was recommended for Study Area 3. IA at Study Area 2 included removal of surface soil containing expended small arms ammunition in two localized areas containing 1% to 10% surface coverage on backstop area of range. Site 39A IA

Table 1 – Description of Property

Property Description	EBS Parcel Designation	Condition Category¹	Remedial Actions²
structures on parcel were used for range support (414 and 417), recreation (456 and 457) and a latrine (465). Includes portions of two MRSs identified during archives search, MRS-5 and MRS-45A (see Table 6 – Notification of MEC).	Uncontaminated		<p>Confirmation Report submitted to regulatory agencies in October 1998. USEPA concurred no further action is necessary at Site 39A in a letter dated February 2, 2002. In a letter dated March 10, 2006, the DTSC stated that their concerns had been adequately addressed regarding chemical contamination of Site 39A.</p> <p>Under the BRA, the small arms ammunition firing ranges within Parcel L20.2.2 were identified as HA-77 and HA-88. The evaluation of HA-77 under the BRA included a literature review and site reconnaissance. Because no concentrations of spent small arms ammunition or concentrations of military munitions were observed, the BRA recommended no further action at HA-77 (<i>MACTEC/Shaw, 2005</i>).</p> <p>The evaluation of HA-88 under the BRA included a literature search and a review of the information gathered during a prior remedial action (IA Site 39A). During the IA, Site 39A was divided into Study Areas. A portion of Study Area 2 that includes HA-88 was located within Parcel L20.2.2. The historical area was mapped and sampled and soil containing metals (primarily lead) at concentrations exceeding the IA ROD PRGs was excavated and removed (<i>HLA, 1998</i>). The USEPA concurred that the remedial action objectives have been met and no further action is required at Site 39A – East Garrison Ranges, in a letter dated February 5, 2002. In a letter dated March 10, 2006, the DTSC stated that their concerns had been adequately addressed regarding chemical contamination at Site 39A. Because HA-88 was remediated, the BRA recommended no further action (<i>MACTEC/Shaw, 2005</i>).</p> <p>The evaluation of HA-95 (MRS-5) included a literature search and review of the information gathered during the reconnaissance of adjacent HA-77, HA-80 and HA-85. Portions of HA-95 were walked as part of the reconnaissance of adjacent sites. Based on the review of the data, the BRA recommended no further action related to chemical contamination for HA-95 (<i>MACTEC/Shaw, 2005</i>). The potential for lead contamination related to small arms use in the area was evaluated as part of the HA-77 through HA-89 investigations.</p> <p>The evaluation of HA-175 (MRS-45) included a literature search, review of the information gathered during the munitions response, and reconnaissance of the site. No evidence of small arms ammunition, targets or MEC-related items were observed. Several fighting positions were observed. Because no evidence of a range or concentrated areas of military munitions were found at this site, the BRA recommended no further action related to chemical contamination for HA-175 (<i>MACTEC/Shaw, 2005</i>).</p> <p>Buildings 414, 417, 456, and 465 contain non-friable ACM</p>

Table 1 – Description of Property

Property Description	EBS Parcel Designation	Condition Category¹	Remedial Actions²
			(see Table 7). Buildings 414, 417, and 456 are presumed to contain LBP.
Parcel L20.2.3.1 – 29.127-acre development parcel with a habitat corridor to be transferred to Monterey County. No buildings or structures on the parcel. This parcel includes portions of three MRSs that were identified during the archives search, including MRS-5, MRS-27F and MRS-59B (see Table 6 – Notification of MEC).	226 - CERFA Uncontaminated	3	<p>The evaluation of HA-95 (MRS-5) included a literature search and review of the information gathered during the reconnaissance of adjacent HA-77, HA-80 and HA-85. Portions of HA-95 were walked as part of the reconnaissance of adjacent sites. Based on the review of the data, the BRA recommended no further action related to chemical contamination for HA-95 (<i>MACTEC/Shaw, 2005</i>). The potential for lead contamination related to small arms use in the area was evaluated as part of the HA-77 through HA-89 investigations.</p> <p>The evaluation of HA-138 (MRS-27F) included a literature search and site reconnaissance. No small arms ammunition, fighting positions, or MEC-related items were observed. Because no evidence of a range or stained soil was observed, the BRA recommended no further action related to chemical contamination for HA-138 (<i>MACTEC/Shaw, 2005</i>).</p> <p>MRS-59A and MRS-59B were evaluated under the BRA as MRS-59. For the BRA MRS-59 was identified as HA-189. The evaluation of HA-189 included a literature search and reconnaissance of the site. No evidence of small arms ammunition, targets or MEC-related items were observed. One fighting position was observed, however. Access to the southern portion of HA-189 was limited to trails and roads due to dense vegetation. Because no target locations or concentrated areas of military munitions were found at this site, the BRA recommended no further action related to chemical contamination for HA-189 (<i>MACTEC/Shaw, 2005</i>).</p>
Parcel L20.19.1.2 – 3.262-acre portion of Barloy Canyon Road and associated right-of-way to be transferred to FORA. No buildings or structures are on the parcel. Lies within East Garrison Area 2 (EGA2, see Table 6 – Notification of MEC), and adjacent to IRP Site 31, MRS-5, MRS-59A, MRS-59, and EGA 4 NE.	226 - CERFA Uncontaminated; 90 – Qualified, Probable UXO (adjacent); 184 – Disqualified, Probable hazardous release and UXO and Qualified, suspected radiological storage (adjacent)	1	A portion of HA-78 (Light Machine Gun Range) overlies this parcel. The evaluation of HA-78 included a literature review, site reconnaissance and site investigation sampling. Because no concentrations of spent small arms ammunition or concentrations of military munitions were observed and because soil sample results were below Fort Ord maximum background values, the BRA recommended no further action (<i>MACTEC/Shaw, 2005</i>).
Parcel L23.3.2.2 – 63.689-acre	69 – CERFA Disqualified, IRP	4	A release occurred at IRP Site 31, the former East Garrison Dump Site. Remediation included the excavation and removal

Table 1 – Description of Property

Property Description	EBS Parcel Designation	Condition Category¹	Remedial Actions²
development parcel to be transferred to FORA. Includes buildings and structures used for latrines (4A14, 4A74, 4B63, and 650), relocatable storage (R062), operations general purpose (656, 659, and 660), and covered training areas (657 and 658). This parcel includes IRP Site 31 and lies within East Garrison Area 2 (EGA2, see Table 6 – Notification of MEC).	Site 31 (adjacent)		<p>of unincinerated and incinerated debris containing lead. USEPA and DTSC concurred no further remedial action is necessary in letters dated September 20, 1999 and June 28, 2006, respectively. In its letter, the DTSC requested long-term management in the form of a land used covenant prohibiting excavation, exposure of the soil, or use of the area as part of any residential development be completed.</p> <p>A portion of HA-78 (Light Machine Gun Range) overlies this parcel. The evaluation of HA-78 included a literature review, site reconnaissance and site investigation sampling. Because no concentrations of spent small arms ammunition or concentrations of military munitions were observed and because soil sample results were below Fort Ord maximum background values, the BRA recommended no further action (<i>MACTEC/Shaw, 2005</i>).</p> <p>Buildings 4A14, R062, 4A74, 650, 657, 658, 659, and 660 contain non-friable ACM (see Table 7). Buildings 4A14, R062, 4A74, 650, and 660 are presumed to contain LBP.</p>
Parcel L23.3.3.1 – 59.597-acre development parcel to be transferred to FORA. Includes buildings and structures used as a fire station/water pump (122), range support (401, 415, 416, and 419), and latrines (413 and 418). This parcel includes portions of IRP Site 39A, MRS-5 and MRS-59A (see Table 6 – Notification of MEC).	67 – CERFA Disqualified, hazardous release; 175 – CERFA Qualified, Probable UXO;	4	<p>This parcel includes several historic small arms ammunition firing ranges. An initial IA at Site 39A (East Garrison Ranges) was completed in 1998 and included the removal of soils containing lead, arsenic, and PAHs exceeding PRGs, resulting from accumulation of expended small arms ammunition, lead shot and clay target debris in four study areas. Only Study Area 1 is located on Parcel L23.3.3.1. The IA at Study Area 1 included removal of surface soil containing expended small arms ammunition in front of the range firing lines to a distance of 20 feet downrange, backstop areas, and a narrow band at the 25-meter and 50-meter target row locations. The Site 39A IA Confirmation Report was submitted to the regulatory agencies in October 1998. The USEPA concurred that no further action is necessary at Site 39A in a letter dated February 2, 2002. In a letter dated March 10, 2006, the DTSC stated that their concerns had been adequately addressed regarding chemical contamination at Site 39A.</p> <p>Under the BRA, the small arms ammunition firing ranges within Parcel L23.3.3.1 were identified as HA-79 through HA-87. The evaluation of HA-79 (East Garrison .22 Caliber Range) included a literature review, site reconnaissance and site investigation and site characterization sampling. Lead, copper and antimony were detected at concentrations below the Fort Ord PRGs and no areas were identified that contain lead above the NoFA ROD cleanup level. The BRA recommended no further action because all analytical results showed lead concentrations below the IA ROD PRG of 240 mg/kg (<i>MACTEC/Shaw, 2005</i>).</p> <p>The evaluation of HA-81 through HA-84, HA-86 and HA-87 under the BRA included a literature search and a review of the</p>

Table 1 – Description of Property

Property Description	EBS Parcel Designation	Condition Category ¹	Remedial Actions ²
			<p>information gathered during a prior remedial action (IA Site 39A). During the IA, Site 39A was divided into Study Areas. Study Area 1 was located within Parcel L23.3.3.1. HA-81 through HA-84, HA-86, and HA-87 were located within Study Area 1 (<i>MACTEC/Shaw, 2005</i>). These historical areas were mapped and sampled and soil containing metals (primarily lead) at concentrations exceeding the IA ROD PRGs was excavated and removed (<i>HLA, 1998</i>). The USEPA concurred that the remedial action objectives have been met and no further action is required at Site 39A – East Garrison Ranges, in a letter dated February 5, 2002. In a letter dated March 10, 2006, the DTSC stated that their concerns had been adequately addressed regarding chemical contamination at Site 39A. Because HA-81 through HA-84, HA-86 and HA-87 were remediated, the BRA recommended no further action (<i>MACTEC/Shaw, 2005</i>).</p> <p>A follow-up IA has been completed at HA-80 and HA-85, two former small arms ammunition firing ranges located within Parcel L23.3.3.1 adjacent to Study Area 1. These ranges were identified during the historical literature search performed during the BRA. The IA included the removal of approximately 600 cubic yards of shallow soil containing lead at HA-80 and HA-85. The DTSC and the USEPA concurred that no further action is necessary at HA-80 and HA-85 in letters dated April 17, 2006 and May 25, 2006, respectively.</p> <p>MRS-59A and MRS-59B were evaluated under the BRA as MRS-59. For the BRA MRS-59 was identified as HA-189. The evaluation of HA-189 included a literature search and reconnaissance of the site. No evidence of small arms ammunition, targets or MEC-related items were observed. One fighting position was observed. Access to the southern portion of HA-189 was limited to trails and roads due to dense vegetation. Because no target locations or concentrated areas of military munitions were found at this site, the BRA recommended no further action related to chemical contamination for HA-189 (<i>MACTEC/Shaw, 2005</i>).</p> <p>A portion of HA-78 (Light Machine Gun Range) overlies this parcel. The evaluation of HA-78 included a literature review, site reconnaissance and site investigation sampling. Because no concentrations of spent small arms ammunition or concentrations of military munitions were observed and because soil sample results were below Fort Ord maximum background values, the BRA recommended no further action (<i>MACTEC/Shaw, 2005</i>).</p> <p>Buildings 122, 401, 413, 415, 416, and 418 contain non-friable ACM (see Table 7). Buildings 401, 413, 415, 416, and 418 are presumed to contain LBP.</p>

Table 1 – Description of Property

Property Description	EBS Parcel Designation	Condition Category ¹	Remedial Actions ²
Parcel L23.3.3.2 – 31.617-acre development parcel to be transferred to FORA. No buildings or structures are on the parcel. This parcel lies to the south of IRP Site 39A. Includes a portion of East Garrison Area 2 (EGA2, see Table 6 – Notification of MEC).	226 - CERFA Uncontaminated;	1	<p>USEPA concurred CERFA Parcel 226, which includes this parcel, was uncontaminated; however, a small portion of IRP Site 39A, East Garrison Ranges, overlaps this parcel. A release at IRP Site 39A occurred in the target areas of the former small arms ranges (Interim Action Site 39A) approximately 700 feet to the northwest and outside of this parcel.</p> <p>A portion of HA-78 (Light Machine Gun Range) overlies this parcel. The evaluation of HA-78 included a literature review, site reconnaissance and site investigation sampling. Because no concentrations of spent small arms ammunition or concentrations of military munitions were observed and because soil sample results were below Fort Ord maximum background values, the BRA recommended no further action (<i>MACTEC/Shaw, 2005</i>).</p>

¹ Environmental Condition of Property Categories:

Category 1: Areas where no release or disposal of hazardous substances or petroleum products has occurred (including no migration of these substances from adjacent areas).

Category 2: Areas where only release or disposal of petroleum products has occurred.

Category 3: Areas where release, disposal, and/or migration of hazardous substances has occurred, but at concentrations that do not require a removal or remedial response.

Category 4: Areas where release, disposal, and/or migration of hazardous substances has occurred, and all removal or remedial actions to protect human health and the environment have been taken.

Category 5: Areas where release, disposal, and/or migration of hazardous substances has occurred, and removal or remedial actions are underway, but all required actions have not yet been taken.

Category 6: Areas where release, disposal, and/or migration of hazardous substances has occurred, but required actions have not yet been implemented.

Category 7: Areas that have not been evaluated or require additional evaluation

² Munitions Response actions are described in Table 6 – Notification of Munitions and Explosives of Concern.

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, and any additional amendments thereto (FFA), entered into by the United States Environmental Protection Agency Region IX (USEPA), the State of California, and the Department of the Army, effective on November 19, 1990, and will provide the Grantee with a copy of any future amendments thereto. For so long as the Property remains subject to the FFA, the Grantee, its successors and assigns, agree that they will not interfere with United States Department of the Army activities required by the FFA. Grantor shall give Grantee reasonable notice of its action required by the FFA and use all reasonable means to the extent practicable to avoid and/or minimize interference with Grantee's, its successors' or assigns' use of the Property. In addition, should any conflict arise between the FFA and any amendment thereto and the deed provisions, the FFA provisions will take precedence. The Grantor assumes no liability to the Grantee, its successors and assigns, should implementation of the FFA interfere with their use of the Property. Grantor agrees to use its best efforts to the extent practicable to avoid and/or minimize interference with Grantee's, its successors' or assigns' use of the Property, and to provide Grantee with a copy of any amendments to the FFA.

2. LAND USE RESTRICTIONS

Applicable to Parcels L20.2.2, L20.2.3.1, and L23.3.3.1:

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

B. **Groundwater Restriction.** As described in the NOTICE OF THE PRESENCE OF CONTAMINATED GROUNDWATER, the Grantee is hereby informed and acknowledges that the groundwater under portions of the Property and associated with the Operable Unit 2 (OU2) groundwater plume is contaminated with volatile organic compounds (VOCs), primarily trichloroethene (TCE). In accordance with the provisions of Section 6 of the Environmental Protection Provisions, the Grantee, its successors and assigns, are restricted from accessing or using groundwater underlying the Property for any purpose. For the purpose of this restriction, "groundwater" shall have the same meaning as in Section 101(12) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

C. Modifying Restrictions. Nothing contained herein shall preclude the Grantee, its successors or assigns, from undertaking, in accordance with applicable laws and regulations and without any cost to the Grantor, such additional action necessary to allow for other less restrictive use of the Property. Prior to such use of the Property, Grantee shall consult with and obtain the approval of the Grantor, and, as appropriate, the State or Federal regulators, or the local authorities, in accordance with these Environmental Protection Provisions and the provisions of the applicable Covenants to Restrict Use of Property (CRUPs). 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.

D. Submissions. The Grantee, its successors and assigns, shall submit any requests for modifications to the above restrictions to Grantor, the USEPA, the DTSC, and the RWQCB, in accordance with the provisions of the 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 IX
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
- 4) RWQCB: Executive Officer
California Regional Water Quality Control Board
Central Coast Region
895 Aerovista Place, Suite 101
San Luis Obispo, CA 93401-7906

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

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

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

Applicable to Parcels E11b.6.3, E11b.7.2, L20.2.2, L20.2.3.1, L20.19.1.2, L23.3.2.2, L23.3.3.1, and L23.3.3.2:

D. Because the Grantor cannot guarantee all MEC have been removed, the Grantor recommends reasonable and prudent precautions be taken when conducting intrusive operations on the Property and will, at its expense, provide construction worker explosives safety and munitions recognition training. For specific Track 1 sites and Track 1 areas that overlap the Property (MRS-5, MRS-27F, MRS-45A, MRS-46, MRS-59A, MRS-59B, East Garrison Area 2), the Grantor recommends construction personnel involved in intrusive operations at these sites attend the Grantor's explosives safety and munitions recognition training. To accomplish that objective, the Grantee will notify the Grantor of planned intrusive activities. The Grantor will, in turn, provide explosives safety and munitions recognition training to construction personnel prior

to the start of any intrusive work, as appropriate. For the Track 1 sites and Track 1 areas where explosives safety and munitions recognition training is recommended (MRS-5, MRS-27F, MRS-45A, MRS-46, MRS-59A, MRS-59B, and East Garrison Area 2), the Grantor will assess whether the education program should continue during the next five-year review (2007). If information indicates no MEC items have been found in the course of development or redevelopment of the site, it is expected the education program may, with the concurrence of the regulatory agencies, be discontinued, subject to reinstatement if MEC is encountered in the future.

E. Easement and Access Rights.

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

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

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

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

4. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT

Applicable to Parcels L20.2.2, L23.3.2.2, and L23.3.3.1:

A. The Grantee is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos-containing material (ACM) has been found on the Property, as described in the Asbestos Survey Report (April 26, 1993) and summarized in the CERFA Report (April 8, 1994). The Property may also contain improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, that contain friable and non-friable asbestos or ACM. The Occupational Safety and Health Administration (OSHA) and the U.S. Environmental Protection Agency (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. To the extent required under applicable law or regulation, the Grantee agrees to be responsible for any future remediation or abatement of asbestos found to be necessary on the Property to include ACM in or on buried pipelines, if any, that would not otherwise be the responsibility of the Grantor under CERCLA or any other applicable statute.

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

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

Applicable to Parcels L20.2.2, L23.3.2.2, and L23.3.3.1:

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 failure of the Grantee to inspect, or to be fully informed as to the lead-based paint condition of all or any portion of the Property, will not constitute grounds for any claim or demand against the United States, or any adjustment under this deed.

6. NOTICE OF THE PRESENCE OF CONTAMINATED GROUNDWATER

Applicable to Parcels L20.2.2, L20.2.3.1, and L23.3.3.1:

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

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

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

D. The Grantee covenants for itself, its successors, or assigns, that it will not undertake nor allow any activity on or use of the Property that would violate the restrictions contained

herein. These restrictions and covenants are binding on the Grantee, its successors and assigns; shall run with the land; and are forever enforceable.

7. NOTICE OF RARE, THREATENED AND ENDANGERED SPECIES MANAGEMENT

Applicable to Parcel L20.19.1.2:

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

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

B. The March 30, 1999, Biological and Conference Opinion on the Closure and Reuse of Fort Ord, Monterey County, California (1-8-99-F/C-39R); the October 22, 2002, Biological Opinion on the Closure and Reuse of Fort Ord, Monterey County, California, as it affects Monterey Spineflower Critical Habitat, (1-8-01-F-70R); and the March 14, 2005, Biological Opinion for the Cleanup and Reuse of Former Fort Ord, Monterey County, California, as it affects California Tiger Salamander and Critical Habitat for Contra Costa Goldfields Critical Habitat (1-8-04-F-25R) identify sensitive biological resources that may be salvaged for use in restoration activities within reserve areas, and allows for development of the Property.

C. The HMP does not exempt the Grantee from complying with environmental regulations enforced by Federal, State, or local agencies. These regulations could include obtaining the Endangered Species Act (ESA) (16 U.S.C. §§ 1531-1544 et seq.) Section 7 or Section 10(a) permits from the U.S. Fish and Wildlife Service (USFWS); complying with prohibitions against take of listed animals under ESA Section 9; complying with prohibitions against the removal of listed plants occurring on Federal land or the destruction of listed plants in violation of any State laws; complying with measures for conservation of State-listed threatened and endangered species and other special-status species recognized by California ESA, or California Environmental Quality Act (CEQA); and complying with local land use regulations and restrictions.

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

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

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

Applicable to Parcels E11b.6.3, E11b.7.1.2, E11b.7.2, L20.2.2, L20.2.3.1, L23.3.2.2, L23.3.3.1, and L23.3.3.2:

A. 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, 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.

B. 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.

C. 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:

- 1) Habitat Reserve Parcels: E11b.6.3, E11b.7.1.2, and E11b.7.2;

2) Habitat Corridor with Allowance for Future Development Parcels: L20.2.2 and L20.2.3.1; and

3) Borderland Development Areas along Natural Resource Management Area (NRMA) Interface Parcels: L20.2.2, L20.2.3.1, L23.3.3.1, L23.3.2.2, and L23.3.3.2.

D. Any boundary modifications to 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.

E. 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 Chapter 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 with, 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 C. 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 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 7 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 7 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. Authorization to incidentally take any target HMP wildlife species must be obtained by Grantee separately, or through participation in a broader habitat conservation plan and Section 10(a)(1)(B) permit based on the HMP and approved by USFWS.

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

Munitions Response Site	Type of Military Munitions	Date of Military Munitions Use	Munitions Response Actions
MRS-5 (Parcels L20.2.3.1 and L23.3.3.1)	MD	None	MRS-5 was evaluated in the Track 1 OE RI/FS as a Track 1 site. The Track 1 OE RI/FS recommended no further action at MRS-5 (<i>MACTEC, 2005</i>). In accordance with the Track 1 ROD, no further action related to MEC is required for this site (<i>Army, 2005a</i>).
MRS-27F and MRS-59B (Parcel L20.2.3.1)	MD	1940s through the 1980s	MRS-27F and MRS-59B were evaluated in the MR RI/FS as a Track 1 Plug-In sites. Historical research and field investigations (site walks) conducted at MRS-27F and MRS-59B identified evidence of past training involving only practice and pyrotechnic items that are not designed to cause injury. The Track 1 PAM, Groups 1-5 determined no further military munitions investigation at MRS-27F and the portion of MRS-59B overlapping Parcel L20.2.3.1 is required (<i>Army, 2006c</i>) and the USEPA and the DTSC concurred in letters dated July 21, 2006 and July 26, 2006, respectively.
MRS-45A (Parcel L20.2.2 and L35.4)	None	1950s through the 1970s	MRS-45A was evaluated in the MR RI/FS as a Track 1 Plug-In site. Historical research and field investigations (site walks and sampling) conducted at MRS-45A identified evidence of past training involving only practice and pyrotechnic items that are not designed to cause injury. The Track 1 PAM, Groups 1-5 determined no further military munitions investigation at MRS-45A is required (<i>Army, 2006c</i>) and the USEPA and the DTSC concurred in letters dated July 21, 2006 and July 26, 2006, respectively. The portions of Parcel L35.4 outside of MRS-45A were evaluated in the MR RI/FS as either Group B or Group D Track 0 Plug-In parcels. The Track 0 PAM, Group B, determined that MEC are not likely to be present on a portion of Parcel L35.4 (<i>Army, 2005d</i>) and the USEPA and the DTSC concurred in letters dated June 7, 2005 and June 23, 2005, respectively. The Track 0 PAM, Group D, also determined that MEC are not likely to be present on the remaining portion of Parcel L35.4 (<i>Army, 2006a</i>) and the USEPA and the DTSC concurred in letters dated June 27, 2006 and July 12, 2006, respectively.
MRS-59A (Parcel L23.3.3.1)	MD	1940s through the 1980s	The Track 1 OE RI/FS recommended no further action at MRS-59A (<i>MACTEC, 2005</i>). In accordance with the Track 1 ROD, no further action related to MEC is required for this site (<i>Army, 2005a</i>).
East Garrison Area 2 (Parcels E11b.6.3, E11b.7.2, L20.19.1.2, L23.3.2.2, and L23.3.3.2)	MEC	Unknown	EGA2 was evaluated in the MR RI/FS as a Track 1 Plug-In site (<i>Army, 2005f</i>). Historical research and field investigations (site walks) conducted at EGA2 identified evidence of past training involving only practice and pyrotechnic items that are not designed to cause injury. The Track 1 PAM, EGA2/4 NE determined no further military munitions investigation at EGA2 is required (<i>Army, 2006b</i>) and the USEPA and the DTSC concurred in letters dated June 1, 2006 and May 30, 2006, respectively.

1 of 2

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

Munitions Response Site	Type of Military Munitions	Date of Military Munitions Use	Munitions Response Actions
East Garrison Area 4 Northeast (including MRS-33) (Parcel E11b.7.1.2)	MEC	Unknown	MRS-33 was identified by the Fort Ord federal police, and is represented by a foxhole that contained 374 military munitions items (e.g. blanks and 40mm cartridges). These items were removed. EGA4 NE was evaluated in the MR RI/FS as a Track 1 Plug-In site. Historical research and field investigations (site walks) conducted at EGA4 NE identified evidence of past training involving only practice and pyrotechnic items that are not designed to cause injury. The Track 1 PAM, EGA2/4 NE determined no further military munitions investigation at EGA4 NE is required (<i>Army, 2006b</i>), and the USEPA and the DTSC concurred in letters dated June 1, 2006 and May 30, 2006, respectively.

*Munitions and Explosives of Concern (MEC). This term, which distinguishes specific categories of military munitions that may pose unique explosives safety risks, means: (A) Unexploded Ordnance (UXO), as defined in 10 §101(e)(5); (B) Discarded military munitions (DMM), as defined in 10 U.S.C. §2710(e)(2); or (C) Munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. §2710(e)(3), present in high enough concentrations to pose an explosive hazard.

**EXHIBIT
F**

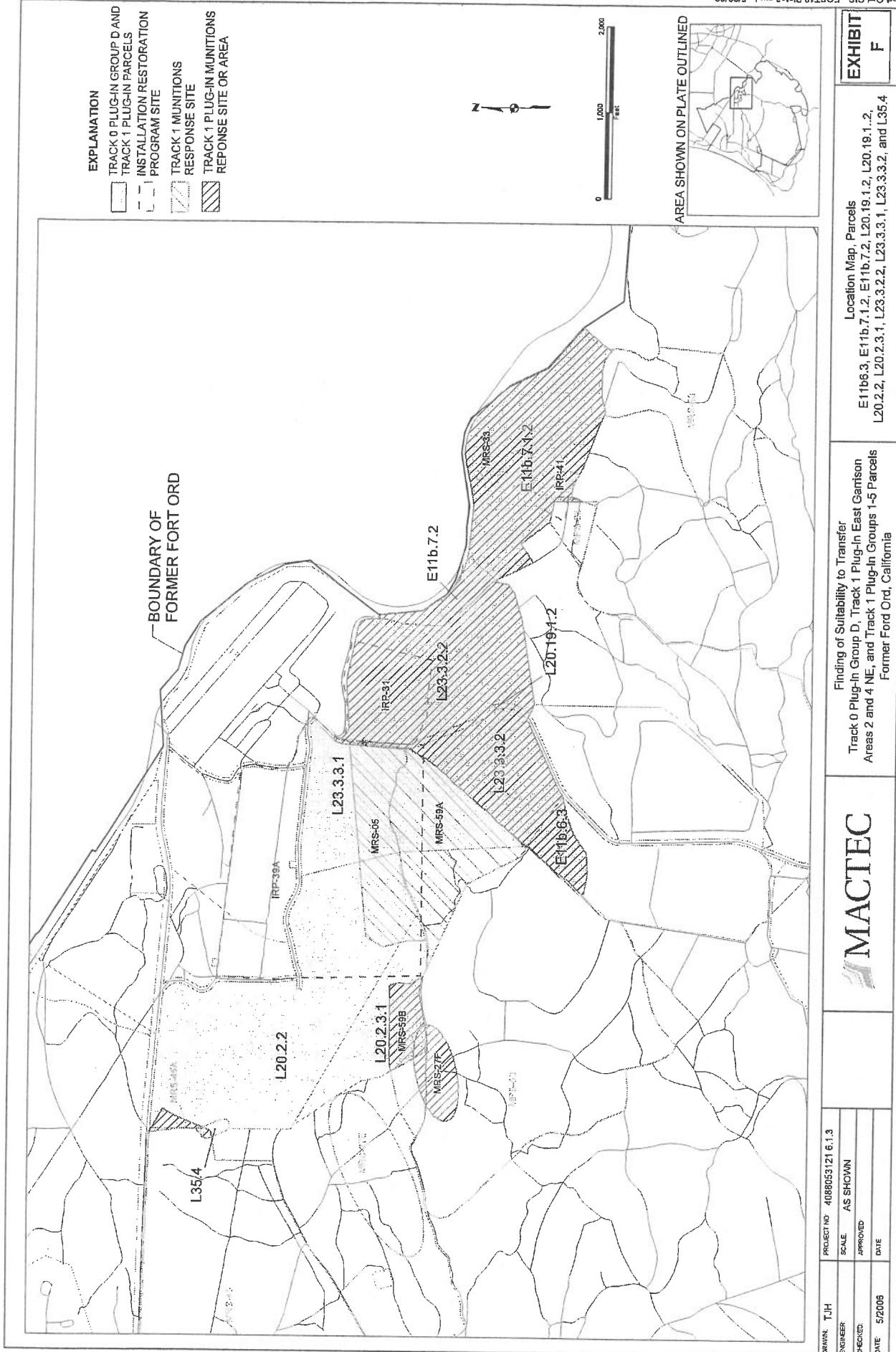


EXHIBIT G

UNRECORDED EASEMENTS AND ENCUMBRANCES

Existing utilities, if any, along Intergarrison Road, Watkins Gate Road, Barloy Canyon Road, Reservation Road, Sloat Street, West Camp Street and Crescent Bluff Road.

Existing utilities, if any, along unpaved roads within these parcels, which may currently service Marina Coast Water District facilities.