

RECORDING REQUESTED BY:

CITY CLERK
CITY OF MARINA
211 HILLCREST AVENUE
MARINA CA 93933

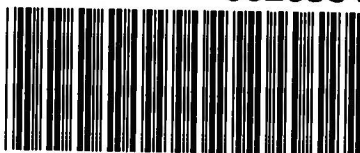
WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF MARINA
211 HILLCREST AVENUE
MARINA CA 93933

Bruce A. Reeves
Monterey County Recorder
Recorded at the request of
Public

CRBARBARA
5/07/1998
14:48:00

DOCUMENT: 9828354



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Titles: 1 / Pages: 16

Fees....

Taxes...

Other...

AMT PAID

THIS SPACE FOR RECORDER'S USE ONLY


TITLE(S) OF DOCUMENT

CERTIFICATE OF ACCEPTANCE CONVEYANCE OF QUIT CLAIM DEED AND QUIT CLAIM
DEED FOR THE SPORTS AND TENNIS CENTER ON THE FORMER FORT ORD FROM THE UNITED
STATES OF AMERICA.

CERTIFICATE OF ACCEPTANCE
CONVEYANCE
OF
QUIT CLAIM DEED

This is to certify that the interest in real property conveyed by the attached Quit Claim Deed, dated April 30, 1998, from The United States of America to the City of Marina, a California municipal corporation, is hereby accepted by the undersigned City Manager on behalf of the City of Marina pursuant to authority conferred by resolution of the City Council, adopted on November 1, 1988, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: May 5, 1998

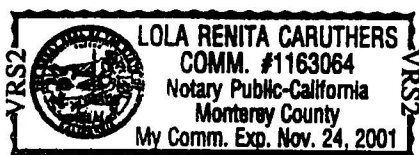


City Manager

STATE OF CALIFORNIA)
) ss
COUNTY OF MONTEREY)

On May 5, 1998, before the undersigned, a Notary Public in and for said County and State, personally appeared John R. Longley personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument as City Manager of the City of Marina and acknowledged to me that said municipal corporation executed it.

Dated: May 5, 1998





Notary Public

Parcels L5.4.1, L5.4.2, and L5.5, Fort Ord
Sports and Tennis Center Parcels
Monterey County, California

QUITCLAIM DEED

THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior, acting by and through the Director, National Park Service, under and pursuant to the power and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 337), as amended, and particularly as amended by Public Law 485, 91st Congress, and regulations and orders promulgated thereunder (hereinafter designated "Grantor" or "Army" in specific situations), for and in consideration of the perpetual use of the hereinafter described premises as and for public park and public recreation area purposes, by the City of Marina, California (hereinafter designated "Grantee"), does hereby release and quitclaim to Grantee, and to its successors and assigns, all Grantor's right, title and interest in and to property, including all buildings, improvements, and fixtures thereon, located in Monterey County, California, consisting of approximately 24.739 acres, and identified as Parcels 1 and 2 in Exhibit A (Sports Center), hereinafter referred to as Parcels A1 and A2, and Parcel 1 in Exhibit B (Tennis Center), hereinafter referred to as Parcel B1, attached hereto;

The property is conveyed "As Is, Where Is" without any representation, warranty or guarantee, except as required pursuant to applicable law or otherwise stated herein, 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 for which it was intended, and no claim for allowance or deduction upon such ground will be considered. There is no objection on the part of the Grantor to make any alterations, repairs, or additions, and neither said Grantor or Army shall be liable for any latent or patent defects in the property.

The hereinbefore described property is granted by the Grantor to the Grantee subject to valid and existing easements for streets, utility systems, rights-of-way, railroads, pipelines, and/or covenants, restrictions, reservations, conditions, and agreements which now exist affecting the foregoing the described premises and further subject to the reservations, exceptions, restrictions, conditions and covenants herein expressed and set forth unto the Grantee, its successors and assigns, forever.

Pursuant to authority contained in the Defense Base Closure and Realignment Act of 1990, as amended and the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, regulations, and orders promulgated thereunder, the Department of the Army determined the property to be surplus to the needs of the United States of America and assigned the property to the Department of the Interior for conveyance to the Grantee.

The Grantor expressly excepts and reserves all oil, gas, and mineral rights and deposits in said land to the Grantor or to such person(s) as may be authorized by the Grantor to prospect, mine, and remove such deposits from the hereinbefore described property under applicable laws.

And the Grantee by its acceptance of this deed does acknowledge its understanding of the agreement, and does covenant and agree for itself, and its successors and assigns, forever, as follows:

1. This property shall be used and maintained for the public purposes for which it was conveyed in perpetuity as set forth in the program of utilization and plan contained in an application submitted by the Grantee on July 28, 1993, and amended by letters and attachments dated April 24, 1995, October 6, 1995, March 22, 1996, and April 12, 1996. The program and plan may be amended from time to time at the written request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments will be added to and become a part of the original application. The Grantee agrees to submit a detailed program of utilization

and plan, identifying interim and planned future recreation uses and a program of capital improvements for the reuse of structures and land contained within Parcel A1 within two years of the date of conveyance. The Grantee further agrees to commence the design and development of improvements identified within an approved program of utilization and plan for Parcel A2 within seven years of the date of conveyance or submit an acceptable amendment thereto, in accordance with this section.

2. The Grantee shall, within 6 months of the date of the deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area indicating that the property is a park or recreation area and has been acquired from the Federal Government for use by the general public.
3. The property shall not be sold, leased, assigned or otherwise disposed of except to another eligible governmental agency without the prior approval of the Secretary of the Interior in writing. Any such disposition shall assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.
4. From the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior, setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.
5. As part of the consideration for this Deed, the Grantee covenants and agrees for itself, its successors and assigns, that: (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior as in effect on the date of this Deed (43 C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant; (5) the Grantee, its successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors or assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior or his successor; (6) this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns; and (7) the Grantor expressly reserves a right of access to, and entrance upon, the above described property in order to determine compliance with the terms of this conveyance.
6. The Grantee further agrees to comply with the requirements of Public Law 90-480 (82 Stat. 718) the Architectural Barriers Act of 1968 as amended by Public Law 91-205 of 1970 (84 Stat. 49) to assure that facilities developed on this property are accessible to the physically handicapped; and, further assure in accordance with Public Law 93-112, the Rehabilitation Act of 1973 (87 Stat. 394) that no otherwise qualified handicapped individual shall solely by reasons of his handicap be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity in effect on this property; and

agrees to comply with the provisions of Title III of the Age Discrimination Act of 1975, as amended (Public Law 94-135; 45 C.F.R. Part 90) prohibiting discrimination on the basis of age in programs and activities conducted on this property.

7. The Grantee further agrees to comply, where applicable, with the provisions of the Flood Disaster Protection Act of 1973 (87 Stat. 975) and the National Flood Insurance Act of 1968 (42 U.S.C. 4102).
8. The Grantee, its successors and assigns, shall hold harmless, defend and indemnify the United States, its employees, agents, and representatives from and against any suit, claim, demand or action, liability, judgement, cost or other fee arising out of any claim for personal injury or property damage (including death, illness, or loss of or damage to property or economic loss) that relates to the Grantee's failure to comply with the terms of this deed or from the use or occupancy of the property by the Grantee and/or the Grantee's successors and assigns, transferees, or agents except as otherwise provided in this deed or law.
9. The conveyed property is subject to the condition and requirement that the Grantee shall convey, at no cost, to the agency with jurisdiction an easement for future widening and improvement of 2nd Avenue. The area subject to this condition and requirement is identified as "80 foot wide easement for future road purposes" on Parcel Two in Exhibit C, affecting Parcel A2, and "90 foot wide easement for future road purposes" on Parcel One in Exhibit D, affecting Parcel B1. Said future conveyance shall be at no cost, except for direct and indirect expenses of such conveyance, and subject to prior approval and any condition deemed appropriate of the Grantor.
10. The Grantee acknowledges that it has received the technical environmental reports, described within this instrument, prepared by, or on behalf of the Army. The Grantee acknowledges that it has inspected and accepts the physical condition and current level of environmental hazards on the property and deems the property to be safe for the Grantee's intended use, human health, and the environment in general, except as otherwise noted herein. The Grantee's acknowledgement of the condition of the property creates a rebuttable presumption that hazardous substances, pollutants, contaminants, or petroleum products discovered on the property after the date of the transfer are related solely to the activity of, caused, deposited, or created by the Grantee, its agents, transferees, successors or assigns. The Grantee, its agents, transferees, successors or assigns as consideration for the conveyance, agrees to release the Grantor and Army from any liability or responsibility for any claims or damages arising out of or in any way related to the release of any substances on the property occurring after the conveyance of the property to the Grantee. This paragraph shall not affect or limit liabilities of the Army under applicable law or its responsibilities to conduct response actions or corrective actions that are required by law.
11. By accepting this deed, the Grantee, acknowledges that the Army has provided the Grantee with a copy of the *Federal Facilities Agreement* (FFA) dated July 23, 1990, between the Army and the U.S. Environmental Protection Agency (EPA). The Army shall provide the Grantee with a copy of any future amendments to the FFA. In this regard, it is understood that:
 - 11.1. In exercising the rights hereunder, the Army shall give the Grantee or its successor or assigns reasonable notice of action taken on the property under the FFA and shall, to the extent reasonable, consistent with the FFA endeavor to minimize the disruption to the operation and use of the subject property.
 - 11.2. The Grantee agrees that notwithstanding any other provision of this deed, the United States assumes no liability to the Grantee, its successor or assigns, or any other person, should implementation of the FFA interfere with the use of the property. The Grantee and its successors and assigns shall have no claim on account of any such interference against the United States or any officer, agency, employee, or contractor thereof.
 - 11.3. The Grantee covenants for itself, its successors and assigns to not interfere with any response action

- being undertaken on the subject property, or interrupt, relocate, or directly or indirectly interfere with any remediation system, now or in the future located, over, through, or across any portion of the property without the prior written consent of the Army and EPA.
- 11.4. Prior to the determination by the United States that all remedial action is complete under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) of the Fort Ord National Priorities List (NPL) site, the Grantee, its successors and assigns shall; (a) not undertake activities on the property that would interfere with or impede the completion of the CERCLA clean-up at the Fort Ord NPL site, (b) give prior written notice to the Army, EPA, and DTSC of any construction, alterations, or similar work on the property which may interfere with or impede said clean-up, and (c) comply with any institutional controls put in place by the Grantor or required by the previously issued Record of Decision (ROD) or amendments thereto, issued pursuant to the National Environmental Policy Act (NEPA) or the FFA, and (d) ensure that any permit or license for the use of property provides for legally binding compliance with terms herein.
- 11.5. All terms and conditions contained within this section shall bind and run with the land and are forever enforceable by the Army, EPA or DTSC. The Grantor reserves the right to rescind all or portions of this section, upon request of the Grantee, following the receipt of a determination by the United States that all remedial actions at the Fort Ord NPL site are complete.
- 11.6. Prior to the determination by the Army that all remedial action under CERCLA and the FFA are complete for the Fort Ord NPL site, the Grantee shall provide written notice by certified mail to the EPA and the State of California Department of Toxic Substances Control (DTSC), together with the required authorization of the Grantor as required by other terms and conditions of the deed, of any transfer of interest in the subject property. Said notice shall be made within fourteen days of the date of transfer.
12. Pursuant to Section 120(h)(3)(A)(i) of CERCLA (42 U.S.C. 9620), the Grantor has been provided a copy and an opportunity to review the *Finding of Suitability to Transfer* (FOST), dated July 16, 1997 and a Letter of Assignment (LOA) from the Army Corps of Engineers to the National Park Service dated November 13, 1997. The FOST and LOA contain, to the extent such information is available, a notice of the type and quantity of hazardous substances stored on the property for one year or more, a notice of the time at which such storage, release, or disposal took place, and a description of any remedial actions taken of the property.
13. Pursuant to Section 120(h)(3)(A)(ii)(I) and (B) of CERCLA, and pursuant to a finding by the EPA that the groundwater remedy for the property is operating properly and successfully, the Army has covenanted, by virtue of a 1997 Memorandum of Agreement (hereby incorporated and made a part of this agreement by reference) between the Grantor and the Department of Defense among others, that all remedial action necessary to protect human health and the environment with respect to any hazardous substances on the property has been taken prior to this conveyance.
14. The Grantee acknowledges the receipt of notice contained within the FOST and LOA regarding the contamination of groundwater located beneath the property with volatile organic chemicals. The Grantee covenants for itself, its successors and assigns that it shall not engage in or authorize the drilling water wells, use the groundwater, or access to the groundwater beneath the property. These restrictions bind and run with the land and are forever enforceable by the Grantor or the State of California.
15. Pursuant to Section 120(h)(3)(A)(ii)(II) of CERCLA, the Army has covenanted, by virtue of a 1997 Memorandum of Agreement (hereby incorporated and made a part of this conveyance) between the Grantor and the Department of Defense among others, that any additional remedial action found to be necessary after the date of this conveyance that resulted from the Army's use or occupancy of the property shall be conducted by the Army.

16. Pursuant to Section 120(h)(3)(A)(iii) of CERCLA, the Grantor reserves a right of access to the property on behalf of the Army, EPA, and DTSC in any case in which remedial action or correction action is found to be necessary, after the date of this conveyance. To the extent permitted by law, this reservation includes the right or access to and the use of available utilities at reasonable cost. The Army shall give the Grantee reasonable notice of action requiring access to the property and endeavor to minimize the disruption of the Grantee's use of the property.
17. The Grantee, its successors or assigns, acknowledges the provisions of the *Habitat Management Plan* (HMP), incorporated and made a part hereof, may apply to the subject property. The property is shown in the HMP as parcels L5.4.1, L5.4.2, and L5.5 and is designated as a Development Area. The Grantee, its successors or assigns, is responsible for complying with the Endangered Species Act (16 U.S.C. 1531-1544), its regulations, the HMP, and the accompanying Biological Opinion by the U.S Fish and Wildlife Service, dated April 11, 1997, as may be applicable to the property conveyed by this deed.
18. The Grantee is hereby informed and does acknowledge nonfriable asbestos and asbestos containing materials have been found on the property (*Asbestos Survey Report, U.S. Army Corps of Engineers-Fort Ord Installation, Fort Ord, California, April 1993*). The Grantee covenants and agrees, on behalf of it, its successors and assigns, that in its use and occupancy of the property, it will comply with all Federal, State and local laws relating to asbestos; and that Grantor assumes no liability for damages for personal injury, illness, disability or death, to the Grantee, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the property, whether Grantee, its successors or assigns have properly warned or failed properly to warn the individual(s) injured. The Grantee agrees to be responsible for any future remediation of asbestos found to be necessary on the property.
19. The Grantee is hereby informed and does acknowledge that all buildings on the property constructed prior to 1978 are presumed to contain lead based paints. The presence of lead based paints within these structures effects there possible use for residential purposes in compliance with 24 CFR Part 35, Subpart H. The Grantee acknowledges receipt of notice to this effect as contained in the FOST, LOA, Environmental Baseline Survey or the *Community Environmental Response Facilitation Act (CERFA) Report, Fort Ord* (April 8, 1994).
 - 19.1. The Grantee acknowledges that lead based paints present an exposure risk to young children and pregnant women, which could result in lead poisoning resulting in neurological damage. The Grantee covenants and agrees to provide notice of said risks to any successor or assign of any interest in said property pursuant to this deed.
 - 19.2. The Grantee covenants that it has received the opportunity to conduct a risk assessment or inspection for the presence of lead-base paints or lead based paint hazards prior to the execution of this conveyance. The Grantee further covenants that it will provide for an inspection, abatement, and/or elimination of any lead based paint hazard prior to the occupancy or use said portion of the property containing a lead based paint hazard by successors or assigns as required by and in compliance with applicable federal and state law. The Grantee covenants and agrees to be responsible for any remediation of lead based paint or lead based paint hazards on the property found to be necessary after the date of conveyance.
 - 19.3. The Grantee covenants and agrees, on behalf of it, its successors and assigns, to indemnify and hold harmless the Grantor and Army, its agents and employees against any health problems which may result from the existence of lead-based paint on the property or any claims by the parties in relation to thereto.

20. The Grantee acknowledges that said property is located on a former military installation with a history of ordnance and explosive (OE) use. Although OE investigations indicate that OE is unlikely on the property, there is a potential for OE to be present. In the event that the Grantee, its successors or assigns, should discover or become aware of ordnance or explosives on the property, the Grantee agrees it shall not attempt to remove or destroy it but shall notify local law enforcement officials and the Directorate of Law Enforcement at the Presidio at Monterey for prompt disposal of such ordnance at no expense to the Grantee.
21. An obligation by the Army to reimburse any money under this deed is subject the availability of appropriated funds, and nothing in this deed shall be interpreted to required obligations or payment by the United States in violation of the Anti-Deficiency Act.
22. The Grantee and its successors and assigns shall hold harmless, defend, and indemnify the United States, it's employees, agents, and representatives, from and against any suit, judgement, cost or other fee (including death, illness, or loss of or damage to property or economic loss) that results from, or is in any manner predicated upon, the release or threaten release or any hazardous substance, pollutant, or contaminant, or petroleum or petroleum derivative as a result of the activities of the Grantee or the Grantee's successors, assigns, transferees, and/or agents except where such suit, claim, demand or action, liability, judgement, cost or other fee is the result of negligence of willful misconduct by the Department of Defense or any of its employees, agents, or representatives.
23. Subject to the limitation and other requirements contained in Section 303 of the National Defense Authorization Act for Fiscal Year 1993 (P.L. 102-484), as amended (10 U.S.C. 2687), the Secretary of Defense shall hold harmless, defend, and indemnify the Grantee, it's successors and assigns, transferees, and/or agents from and against any suit, judgement, cost or other fee arising out of any claim for personal injury or property damage (including death, illness, or loss of or damage to property or economic loss) that results from, or is in any manner predicated upon, the release of any hazardous substance, pollutant, or contaminant, or petroleum or petroleum derivative as a result of Department of Defense activities at the Fort Ord NPL site.
24. In the event that there is a breach by the Grantee, its successors or assigns, of any of the conditions and covenants, whether caused by the legal or other inability of the Grantee, its successors or assigns, to perform said conditions and covenants, the Grantor will give written notice, with a reasonable time stated therein, that the Grantee shall eliminate, rectify, cure, or commence actions necessary to cure said breach. Upon failure to eliminate, rectify, cure, or commence actions necessary to cure said breach within the time set forth in the notice, all right, title, and interest in and to said premises shall, at the Grantor's option revert to and become the property of the Grantor. In addition to all other remedies for such breach, the Grantee, its successors and assigns, at the Grantor's option, shall forfeit all right, title, and interest in any and all of the tenements, hereditaments, and appurtenances thereunto belonging. The failure of the grantor to require in any one of more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment or such future performance, but obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.
25. The Grantor, Army, and other federal agencies, have the right of access, upon reasonable notice, to inspect for compliance with the provisions herein, as well as applicable federal laws and regulations. The Grantor, to the extent it knows, will give the Grantee reasonable prior notice of the intention of Army or other federal agencies to enter. Such notice shall not apply when the entry is required for safety, environmental, operation, or security or law enforcement purposes.

During the above access situations, the United States, and its agencies will be liable to the extent allowed by the Federal Tort Claims Act for wrongful death, personal injuries, or property damage resulting from negligent or wrongful act or omission of any employee of the United States while acting within the scope of his employment, arising out of this conveyance. Further, said Grantor, or other federal agency employees will be

covered by the Federal Employees Compensation Act, to the extent allowed by law, for injuries to said employees.

26. The Grantee, by its acceptance of this deed, covenants and agrees for itself, and its successors and assigns, that in the event the Grantor exercises its option to revert all right, title, and interest in the property to the Grantor, or the Grantee voluntarily returns title to the property in lieu of a reverter, then the Grantee shall provide protection to and maintenance of said property at all times until such time as the title is actually reverted or returned to and accepted by the Grantor, including the period of any notice of intent to revert. Such protection and maintenance shall, at a minimum, conform to the standards prescribed by the General Services Administration in its regulations FPMR 101-47.402 in effect as of the date of this deed.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf on this the 30th day of April, 1998.

UNITED STATES OF AMERICA

Acting by and through the Secretary of the Interior

By Patricia L. Neubacher

Patricia L. Neubacher

Acting Regional Director, Pacific West

National Park Service

(COUNTY OF SAN FRANCISCO)

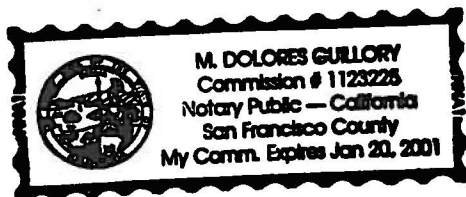
) SS.

(STATE OF CALIFORNIA)

On this the 30th day of April, 1998, before me, the subscriber, personally appeared Patricia L. Neubacher, to be known and personally known to me to be the Acting Regional Director, Pacific West, National Park Service, of the United States of America, acting by and through the Secretary of the Interior, a governmental agency of the United States of America, and known to me to be the same person described in and who executed the foregoing instrument as such Acting Regional Director, Pacific West aforesaid, as the act and deed of the United States, for and on behalf of the Secretary of the Interior, and he acknowledged that he executed the foregoing instrument for and on behalf of the United States of America, for the purposes and uses therein described.

Witness my hand and official seal.

M. Dolores Guillory
NOTARY PUBLIC



The foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, to assume and be bound by all the obligations, conditions, covenants and agreements therein contained.

City of Marina, California

By [Signature]

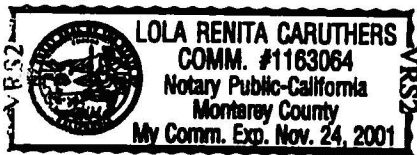
Date 5-5-98

(COUNTY OF MONTEREY)

) ss.

(STATE OF CALIFORNIA)

On this 5th day of may, 1998, before me, the undersigned notary, the subscriber, personally appeared and being the duly authorized official of the City of Marina, California and known to me to be the same person described herein and who executed the foregoing acceptance of said on behalf of the city of Marina, California, for the purposes and uses therein described.



Witness my hand and official seal.

[Signature]
NOTARY PUBLIC

PARCEL ONE - PROPOSED SPORTS CENTER
To be conveyed to the City of Marina

Legal Description

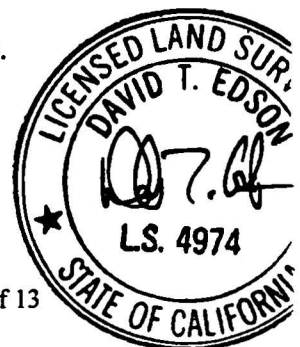
A portion of the Ford Ord Military Reservation, more particularly described as follows:

Beginning at a point on the westerly side of 2nd Avenue, from which Corner No. 6, as shown on the Record of Survey filed for record on October 11, 1994 in Volume 19 of Surveys, at Page 15, Records of Monterey County, bears South 88°20'00" East, 100.00 feet; thence South 01°40'00" West, 299.50 feet; thence from said Point of Beginning

- 1) North 88°20'00" West, 618.00 feet; thence
- 2) North 01°40'00" East, 65.00 feet; thence
- 3) North 88°20'00" West, 55.00 feet; thence
- 4) North 01°40'00" East, 248.00 feet; thence
- 5) South 88°20'00" East, 35.00 feet; thence
- 6) North 01°40'00" East, 65.00 feet; thence
- 7) South 88°20'00" East, 638.00 feet; thence
- 8) South 01°40'00" West, 378.00 feet to the Point of Beginning.

Containing 5.705 Acres, more or less.

Grid bearings based on the Lambert Conformal Projection for California State Plane, Zone 4.



**CENTRAL
COAST
SURVEYORS**

Post Office Box 1125
Seaside, California 93955

(408) 394-4930
Fax (408) 394-4931

PARCEL TWO - PROPOSED SPORTS CENTER
To be conveyed to the City of Marina

Legal Description

A portion of the Ford Ord Military Reservation, more particularly described as follows:

Beginning at a point on the westerly side of 2nd Avenue, from which Corner No. 6, as shown on the Record of Survey filed for record on October 11, 1994 in Volume 19 of Surveys, at Page 15, Records of Monterey County, bears South 88°20'00" East, 60.00 feet; thence South 01°40'00" West, 259.50 feet; thence from said Point of Beginning

- 1) South 01°40'00" West, 856.00 feet; thence
- 2) North 88°20'00" West, 765.00 feet; thence
- 3) North 01°40'00" East, 856.00 feet; thence
- 4) South 88°20'00" East, 765.00 feet to the Point of Beginning.

Containing 15.033 Acres, more or less.

Reserving therefrom an easement for future road purposes, eighty feet in width, lying westerly and contiguous to course number 1) above.

Grid bearings based on the Lambert Conformal Projection for California State Plane, Zone 4.



**CENTRAL
COAST
SURVEYORS**

Post Office Box 1125
Seaside, California 93955

(408) 394-4930
Fax (408) 394-4931

PARCEL ONE - PROPOSED TENNIS CENTER
To be conveyed to the City of Marina

Legal Description

A portion of the Ford Ord Military Reservation, more particularly described as follows:

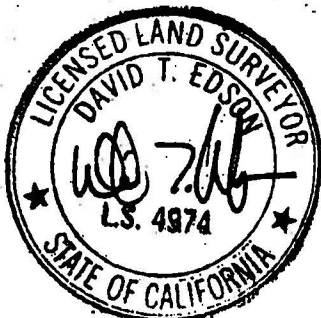
Beginning at a point on the westerly side of 2nd Avenue, from which Corner No. 5, as shown on the Record of Survey filed for record on October 11, 1994 in Volume 19 of Surveys, at Page 15, Records of Monterey County, bears South 88°20'00" East, 50.00 feet; thence from said Point of Beginning

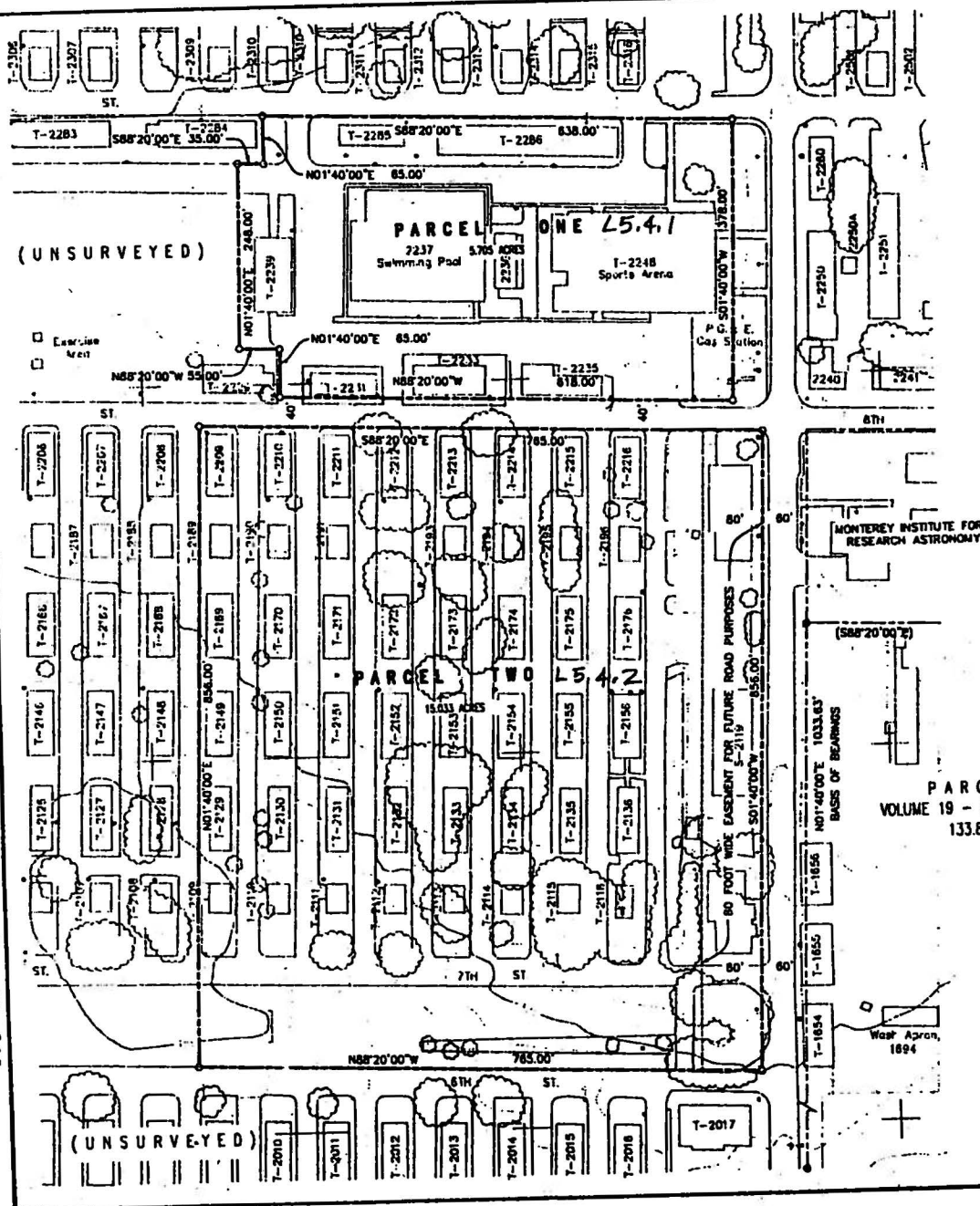
- 1) North 88°20'00" West, 563.00 feet (at 146.79 feet, Corner No. 4, as shown on said Record of Survey map); thence
- 2) North 01°40'00" East, 325.00 feet; thence
- 3) South 88°20'00" East, 423.00 feet; thence
- 4) South 01°40'00" West, 62.00 feet; thence
- 5) South 88°20'00" East, 140.00 feet; thence
- 6) South 01°40'00" West, 263.00 feet to the Point of Beginning.

Containing 4.001 Acres, more or less.

Reserving therefrom an easement for future road purposes, ninety feet in width, lying westerly and contiguous to course number 6) above.

Grid bearings based on the Lambert Conformal Projection for California State Plane, Zone 4.





SURVEYOR'S STATEMENT

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME
OR UNDER MY DIRECTION IN CONFORMANCE WITH THE RE-
QUIREMENTS OF THE LAND SURVEYOR'S ACT AT THE REQUEST
OF THE CITY OF MARINA IN MAY, 1998.

DAVID T. EDSON
LS 4874
EXPIRES 12/31/97



COUNTY SURVEYOR'S STATEMENT

THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH
SECTION 8760 OF THE LAND SURVEYOR'S ACT THIS
DAY OF _____, 1996.

COUNTY SURVEYOR

DEPUTY

BASIS OF BEARINGS

THE BEARING "N01°40'00"E", SHOWN FOR THE WESTERLY LINE OF PARCEL 5 ON THE MAP FILED IN VOLUME 19 OF SURVEYS, PAGE 13, RECORDS OF MONTEREY COUNTY, AS FOUND MONUMENTED AND SHOWN HEREON, WAS TAKEN AS BASIS OF BEARINGS SHOWN UPON THIS MAP.

COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____
1996, AT _____ IN VOLUME _____ OF
SURVEYS MAPS, AT PAGE _____ AT THE
REQUEST OF CENTRAL COAST SURVEYORS.

COUNTY RECORDER

DEPUTY

SERIAL NO.

FEE

RECORD OF SURVEY

SHOWING PROPOSED SPORTS CENTER FOR THE CITY OF MARINA, SITUATE ON A PORTION OF

FORT ORD MILITARY RESERVATION

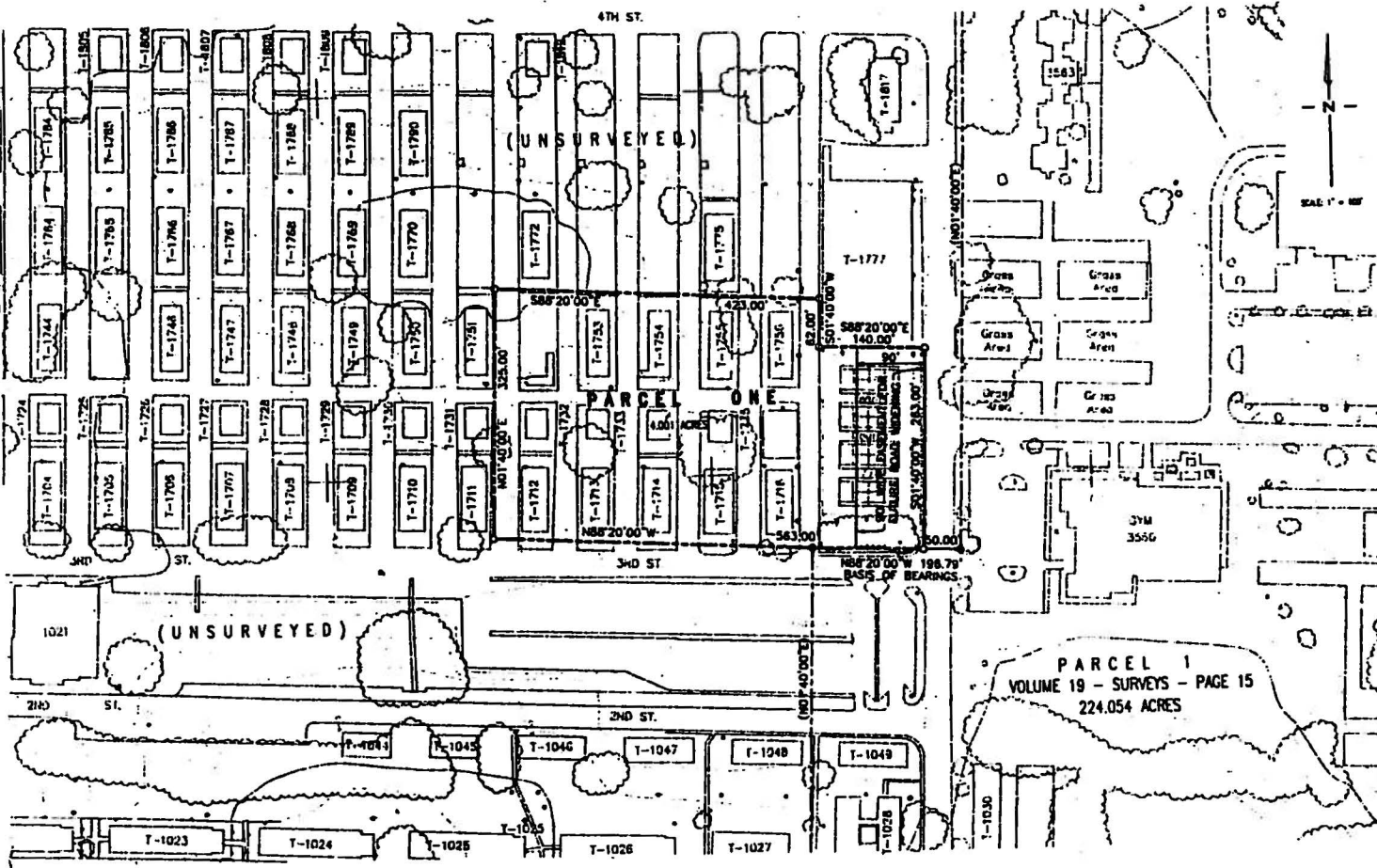
COUNTY OF MONTEREY STATE OF CALIFORNIA

PREPARED FOR
The City of Marina

CENTRAL COAST SURVEYORS
P.O. BOX 1125 SEASIDE, CA 93955

SCALE: 1" = 100' JOB No. 96-080 PHONE: (408) 394-4130 JULY 1998

ONE SHEET ONLY



SURVEYOR'S STATEMENT

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYOR'S ACT AT THE REQUEST OF THE CITY OF MARINA IN MAY, 1994.

DAVID T. EDSON
LS 4874
EXPIRES 12/31/97



COUNTY SURVEYOR'S STATEMENT

THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8794 OF THE LAND SURVEYOR'S ACT THIS DAY OF 1994.

COUNTY SURVEYOR _____ DEPUTY _____

BASIS OF BEARINGS

THE BEARING "N88°20'00\"W, SHOWN FOR A PORTION OF THE WESTERLY LINE OF PARCEL 1, ON THE MAP FILED IN VOLUME 19 OF SURVEYS, PAGE 15, RECORDS OF MONTEREY COUNTY, AS FOUND MONUMENTED AND SHOWN HEREON, WAS TAKEN AS BASIS OF BEARINGS SHOWN UPON THIS MAP.

COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____ 1994, AT _____ IN VOLUME _____ OF SURVEYS MAPS, AT PAGE _____ AT THE REQUEST OF CENTRAL COAST SURVEYORS.

COUNTY RECORDER _____
DEPUTY _____
SERIAL NO. _____
FEE _____

RECORD OF SURVEY

SHOWING PROPOSED TENNIS FACILITY FOR THE CITY OF MARINA, SITUATE ON A PORTION OF

FORT ORD MILITARY RESERVATION

COUNTY OF MONTEREY STATE OF CALIFORNIA

PREPARED FOR
The City of Marina
CENTRAL COAST SURVEYORS
P.O. BOX 1125 SEASIDE, CA 93955
PHONE: (408) 394-1830
JCB No. 90-08C JUNE 1994

SCALE 1" = 100'

ONE SHEET ONLY

TENNIS CENTER Parcel L5.5

RESOLUTION NO. 98-34

A RESOLUTION AUTHORIZING EXECUTION OF A QUITCLAIM DEED
FOR CONVEYANCE OF THE SPORTS AND TENNIS CENTER ON
THE FORMER FORT ORD FROM THE UNITED STATES OF AMERICA

-oOo-

WHEREAS, the Council has previously authorized submission of
a request for conveyance of the Sports and Tennis Center from the
United States of America; and

WHEREAS, a Quitclaim Deed for that conveyance has been
presented to the Council this date;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the
City of Marina, as follows:

1. That it does hereby accept said Quitclaim Deed which is
attached hereto as Exhibit "A" and authorizes and directs the
Mayor to execute same on behalf of the City.

2. That the City Manager is hereby authorized and directed
to take all other actions necessary to accept and record said
Quitclaim Deed on behalf of the City.

PASSED AND ADOPTED by the City Council of the City of Marina
at a regular meeting duly held on April 21, 1998, by the
following vote:

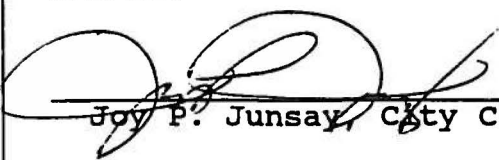
AYES: COUNCIL MEMBERS: H. Gustafson, K. Nishi, J. Wilmot,
J. Perrine, J. Vocelka

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None


James L. Vocelka, Mayor

ATTEST:


Joy P. Junsay, City Clerk