

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

RECORD  
2/24/2009  
3:40 PM

Recording requested by:

**STEWART 52108018**

When recorded mail to:

**DEPT. OF TOXIC SUBSTANCES  
8800 CAL CENTER DR.  
SACRAMENTO, CA 95826**

DOCUMENT: 2009010456

Title: 1 / Page: 21



Fee  
Taxes  
Other  
AMT PAID

SPACE ABOVE THIS LINE FOR RECORDER'S USE

*Don't transfer to NONE  
transfer to Public Entity*

DACA05-9-05-574

Former Fort Ord Parcels S3.1.1, S3.1.2, S3.1.3, and S3.1.4

Fort Ord Dunes State Park

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. 377), as amended, 40 U.S.C. §550(e), and regulations and orders promulgated thereunder (hereinafter designated "Grantor"), 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 State of California, acting by and through the Department of Parks and Recreation (DPR) (hereinafter designated "Grantee"), does hereby release and quitclaim to Grantee, and to its successors and assigns, all Grantor's right, title and interest, subject to the reservations, warranties, covenants, conditions, and restrictions declared herein, "as is, where is" in and to all those portions of the Fort Ord Military Reservation in Tract No 1 of the City Lands of Monterey and the Rancho Noche Buena, County of Monterey, State of California, more particularly described in the attached Exhibit A.

The hereinbefore described property is quitclaimed by the Grantor to the Grantee subject to any and all existing easements and rights-of-way for streets, roads, highways, public utilities, electric power lines, electric transmission facilities, railroads, pipelines, sewer lines, conduits, flumes, ditches, canals on, over and across said land, whether or not of record; all existing interest(s) reserved to or outstanding in third parties in and to oil, gas, and/or minerals; all other existing interests reserved by any original grantor in the chain of title unto said grantor(s), their respective heirs, successors and assigns; any survey discrepancies, conflicts, or shortages in area of boundary lines, or any encroachments, or protrusions which may affect the subject property. All rights and interests previously reserved to the United States of America by patents which cover this property are expressly reserved and excepted from this conveyance. Further excepted from the herein described quitclaim and hereby reserved unto the United States of America, its heirs, successors and assigns all oil, gas, and other minerals lying upon the surface or at any depth of the above described property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating, and developing said land for oil, gas, and other minerals and removing same therefrom.

The Grantee by its acceptance of this quitclaim deed does acknowledge its understanding of the agreement, and does covenant and agree for itself, its heirs, 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 dated July 30, 1992, which 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.
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 that the Secretary of the Interior approves 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. Any mortgage, lien, or any other encumbrance not wholly subordinate to the reverter interest of the Grantor shall constitute an impermissible disposal. However this provision shall not preclude the Grantee, its heirs, successors and assigns from using revenue or other bonds related to the use of the property to the extent that such bonds shall not in any way restrict, encumber, or constitute a lien, on the property. Furthermore, this provision shall not preclude the Grantee from providing related recreation facilities and services compatible with the approved application though concession agreements, permits, and licenses entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the National Park Service.
4. From the date of this conveyance, the Grantee, its heirs, 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 or 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 heirs, successors and assigns, that: (1) any use, operation, program or activity on or related to the property conveyed by this Deed will be conducted in compliance with all Federal laws and regulations relating to nondiscrimination, including but not limited to the following laws and regulations as may be amended from time to time: (a) the regulations of the U.S. Department of the Interior at 43 CFR Part 17, (b) Title VI of the Civil Rights Act of 1964, (c) Title III of the Age Discrimination Act of 1975, (d) Section 504 of the Rehabilitation Act of 1973, and (e) the Architectural Barriers Act of 1968; (2) this covenant shall be subject in all respects to the provisions of said laws and regulations; (3) the Grantee, its heirs, 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 heirs, successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its heirs, successors or assigns, is authorized to provide services or benefits on or in connection with the property, 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 heirs, successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior or his successor or assign; (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 heirs, 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, its heirs, successors and assigns, shall indemnify, defend, protect, save and hold harmless the Grantor, its employees, officers, attorneys, agents, and representatives from and against any and all debts, duties, obligations, liabilities, law suits, claims, demands, causes of action, damages, losses, costs, and expenses (including without limitation attorneys' fees and expenses, consultant fees and expenses, expert fees and expenses, and court costs) arising out of any claim for personal injury or property damage (including death, illness, or loss of or damage to real or personal 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, its heirs, successors, assigns, transferees, or agents.

#### 7. CERCLA NOTICE

a. 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 the Finding of Suitability to Transfer, Former Fort Ord, California, Track 0 Plug-in C and Track 1 Parcels (FOST 9)(August 2005), FOST 9 Amendment (October 2005) and documents referenced therein. FOST 9, Table 6 is a summary of Hazardous Substance, Storage, Release and Disposal, which is not attached but incorporated by reference and made a part hereof. Additional information regarding the storage, release, and disposal of hazardous substances on the property has been provided to the Grantee, receipt of which the Grantee hereby acknowledges and includes, but is not limited to, FOST 9, FOST 9 Amendment, and documents referenced therein.

b. Pursuant to section 120(h)(3)(A)(i)(II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(II)), a description of the remedial action taken, if any, on the property is provided in the FOST 9, Table 5 - Environmental Condition of Property, which is not attached but incorporated by reference and made a part hereof. Additional information regarding the remedial action taken, if any, has been provided to the Grantee, receipt of which the Grantee hereby acknowledges. Such additional information includes, but is not limited to, FOST 9, FOST 9 Amendment, and documents referenced therein.

#### 8. CERCLA COVENANT

Pursuant to section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)) the United States warrants that:

- 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
- Any additional remedial action found to be necessary after the date of this deed or activities associated with long-term monitoring as required by the Interim Action Record of Decision, Site 3 Beach Trainfire Ranges (U.S. Army, January 13, 1997) will be conducted by the United States.

This warranty shall not apply in any case in which the person or entity to whom the property is transferred is a potentially responsible party with respect to such property. For purposes of this warranty, Grantee shall not be considered a potentially responsible party solely due to the presence of

a hazardous substance remaining on the property on the date of this instrument, provided the Grantee has not caused or contributed to a release of such hazardous substance.

#### 9. RIGHT OF ACCESS

- a. Pursuant to sections 120(h)(3)(A)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(iii)), 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, to include the storm water outfall, 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 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.
- b. 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.
- c. In the Grantor's exercise of 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 because of 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.
- d. The U.S. Environmental Protection Agency (US EPA) and the California Environmental Protection Agency, Department of Toxic Substances Control (DTSC), and their officers, agents, employees, contractors, and subcontractors will have the right, upon reasonable notice to the Grantee, to enter upon the transferred premises in any case in which a response or corrective action is found to be necessary, after the date of transfer of the Property, or such access is necessary to carry out a response action or corrective action on adjoining property, including, without limitation, the following purposes:
  - (1) To inspect field activities of the Grantor and its contractors and subcontractors.
  - (2) To conduct any test or survey related to environmental conditions at the former Fort Ord or to verify any data submitted to the US EPA or the DTSC by the Grantor relating to such conditions.

#### 10. "AS IS, WHERE IS"



- a. 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 Property. The Grantee understands and agrees that the Property and any part thereof is offered "AS IS, WHERE 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.
- b. No warranties, either express or implied, are given with regard to the condition of the Property, including, without limitation, whether the Property does or does not contain asbestos or lead-based paint. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos, lead-based paint, or other conditions on the Property. The failure of the Grantee to inspect or to exercise due diligence to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand against the United States.
- c. 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 obligation.

#### 11. HOLD HARMLESS

- a. To the extent authorized by law, the Grantee, its successors and assigns, covenant and agree to indemnify and hold harmless the Grantor, its officers, agents, and employees from (1) any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the notices, use restrictions, and restrictive covenants in this Deed by the Grantee, its successors and assigns, and (2) any and all claims, damages, and judgments arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, or other condition on any portion of the Property after the date of conveyance.
- b. The Grantee, its successors and assigns, covenant and agree that the Grantor shall not be responsible for any costs associated with modification or termination of the notices, use restrictions, and restrictive covenants in this Deed, including without limitation, any costs associated with additional investigation or remediation of asbestos, lead-based paint, or other condition on any portion of the Property.
- c. Nothing in this HOLD HARMLESS provision will be construed to modify or negate the Grantor's obligation under the CERCLA Covenant or any other statutory obligation.

#### 12. POST-TRANSFER DISCOVERY OF CONTAMINATION

- a. If an actual or threatened release of a hazardous substance or petroleum product not previously identified is discovered on the Property after the date of conveyance, Grantee, its successors or assigns, shall be responsible for such release or newly discovered substance unless Grantee is able to demonstrate that such release or such newly discovered substance was due to Grantor's activities, use, or ownership of the Property. If the Grantee, its successors or assigns believe the discovered hazardous substance is due to Grantor's activities, use or ownership of the Property, Grantee will immediately secure the site and notify the Grantor of the existence of the hazardous substances, and Grantee will not further disturb such hazardous substances without the written permission of the Grantor.
- b. 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, where such substance or product was placed on the Property by the Grantor, 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.

8. Immediately after transfer, the Department of Toxic Substances Control (DTSC) and DPR intend to enter into a Covenant to Restrict Property (CRUP), addressing specifically soil, which will be recorded at the Monterey County Recorder's Office. The Soil CRUP will restrict residential use, public or private school for persons under the age of 21, hospitals, day care center for children, or campgrounds for portions of the property. The Soil CRUP also requires a soil management plan and health and safety plan if soil is removed from the restricted property and allows DTSC, its contractors and agents reasonable right-of-entry and access to the Property for inspection, monitoring, testing, sampling and other activities deemed necessary. DTSC also intends to enter into a Memorandum of Understanding (MOU) with DPR that outlines monitoring and reporting requirements associated with the existing residual lead bullets that remain in place from former small arms firing ranges. As part of that MOU, the Army has agreed to properly dispose of bullets that are collected by DPR.

#### 13. AIR NAVIGATION RESERVATION AND RESTRICTIONS

Monterey Airport and the former Fritzsche 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, when applicable, 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.

#### 14. ENVIRONMENTAL PROTECTION PROVISIONS

The Environmental Protection Provisions below are in FOST 9, which is not attached but incorporated by reference and made a part hereof. The Grantee shall neither transfer the Property, lease the Property, nor grant any interest, privilege, or license whatsoever in connection with the Property without the inclusion of the Environmental Protection Provisions contained herein, and shall require the inclusion of the Environmental Protection Provisions in all further deeds, easements, transfers, leases, or grant of any interest, privilege, or license.

##### 14.1. FEDERAL FACILITIES AGREEMENT

The Grantor acknowledges that former Fort Ord has been identified as a National Priority List (NPL) Site under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) of 1980, as amended. The Grantee acknowledges that the Grantor has provided it with a copy of the Fort Ord Federal Facility Agreement (FFA) entered into by the United States Environmental Protection Agency (US EPA) Region IX, 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 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 Army activities required by the FFA. The Grantee agrees that should any conflict arise between the terms of the FFA as they presently exist or as they may later be amended, and the provisions of this Deed transfer, the terms of the FFA will take precedence. The Grantee further agrees that notwithstanding any other provisions of this property transfer, the Grantor assumes no liability to the Grantee should implementation of the FFA interfere with their use of the Property. The Grantee, or any subsequent transferee, shall have no claim on account of any such interference against the Grantor or any officer, agent, employee or contractor thereof.

##### 14.2. LAND USE RESTRICTIONS

- c. Immediately after transfer, the Department of Toxic Substances Control (DTSC) and DPR intend to enter into a Covenant to Restrict Property (CRUP), addressing specifically soil, which will be recorded at the Monterey County Recorder's Office. The Soil CRUP will restrict residential use, public or private school for persons under the age of 21, hospitals, day care center for children, or campgrounds for portions of the property. The Soil CRUP also requires a soil management plan and health and safety plan if soil is removed from the restricted property and allows DTSC, its contractors and agents reasonable right-of-entry and access to the Property for inspection, monitoring, testing, sampling and other activities deemed necessary. DTSC also intends to enter into a Memorandum of Understanding (MOU) with DPR that outlines monitoring and reporting requirements associated with the existing residual lead bullets that remain in place from former small arms firing ranges. As part of that MOU, the Army has agreed to properly dispose of bullets that are collected by DPR.

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#### 14.2. LAND USE RESTRICTIONS

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.

- a. **Residential Use Restriction.** The Grantee, its successors and assigns, shall use the Property solely for park and recreational activities and not for residential purposes unless the Grantee performs abatement as required under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992). For purposes of this provision, residential use includes, but is not limited to, single family or multi-family residences; childcare facilities; and nursing home or assisted living facilities; and any type of educational purpose for children/young adults in grades kindergarten through 12.
- b. **Groundwater Restriction.** As described in the NOTICE OF THE PRESENCE OF CONTAMINATED GROUNDWATER, contained in the FOST-9 and as amended by Amendment #1 dated October 2005, which is not attached but incorporated by reference and made a part hereof, the Grantee is hereby informed and acknowledges that the groundwater under portions of the Property and associated with the Sites 2 and 12 (Sites 2/12) groundwater plume is contaminated with volatile organic compounds (VOCs), primarily trichloroethene (TCE). In accordance with the provisions of Section 2.A(2) of the Environmental Protection Provisions of FOST 9, the Grantee, its successors and assigns shall not access or use ground water 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 CRUP(s). Upon the Grantee's obtaining the approval of the Grantor and, as appropriate, state or federal regulators, or local authorities, the Grantor agrees to record an amendment hereto. This recordation shall be the responsibility of the Grantee and at no additional cost to the Grantor.
- d. **Submissions.** The Grantee, its successors and assigns, shall submit any requests for modifications to the above restrictions to Grantor, the US EPA, the DTSC and the California Regional Water Quality Control Board (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) US EPA: 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: Chief of Northern California Operations  
Office of Military Facilities Department of Toxic Substances Control  
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

#### 14.3. NOTICE OF THE PRESENCE OF CONTAMINATED GROUNDWATER

##### Applicable to Parcel S3.1.1:

The groundwater beneath portions of Parcel S3.1.1 is contaminated with volatile organic compounds (VOCs), primarily trichloroethene (TCE). The most recent data available (September 2005) indicates that Parcel S3.1.1 just south of Imjim Parkway overlies the edge of the Sites 2/12 groundwater plume where the concentration of TCE in groundwater ranges from approximately 1 to 3 µg/L and is less than the aquifer cleanup level and EPA Maximum Contaminant level of 5.0 micrograms per liter (µg/L). The depth to groundwater is 68 to 75 feet below ground surface.

##### Applicable to Parcels S3.1.1, S3.1.2, S3.1.3, and S3.1.4:

- 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 US EPA, 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 US EPA, 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 expressed 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.

#### 14.4. NOTICE OF THE POTENTIAL FOR THE PRESENCE OF MUNITIONS AND

#### EXPLOSIVES OF CONCERN (MEC)

- a. The Grantee is hereby notified that due to the former use of the Property as a military installation, the Property may contain munitions and explosives of concern (MEC). The term MEC means specific categories of military munitions that may pose unique explosives safety risks and includes: (1) Unexploded Ordnance (UXO), as defined in 10 U.S.C. § 101(e)(5); (2) Discarded military munitions (DMM), as defined in 10 U.S.C. § 2710(e)(2); or (3) Munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. § 2710(e)(3), present in high enough concentrations to pose an explosive hazard. For the purposes of the basewide Military Munitions Response Program (MMRP) being conducted for the former Fort Ord and these Environmental Protection Provisions, MEC does not include small arms ammunition .50 caliber and below.
- b. Portions of the Property were previously used for military training involving military munitions, or for disposal of munitions items. A review of existing records and available information indicates there is one munition response site (MRS) associated with the Property (MRS-22). Military training on the Property involved only the use of practice and pyrotechnic items that are not designed to cause injury, or military munitions items that do not pose an explosive hazard. The MRS was evaluated and documented in the *Final Track 1 Ordnance and Explosives Remedial Investigation/Feasibility Study, former Fort Ord, California* (Track 1 OE RI/FS) (June 2004) and in accordance with the *Record of Decision, No Further Action Related to Munitions and Explosives of Concern - Track 1 Sites; No Further Remedial Action with Monitoring for Ecological Risks from Chemical Contamination at Site 3 (MRS-22)* (Track 1 ROD) (March 2005), no further action related to MEC is required at this MRS, except long-term monitoring mentioned in Section 8b herein.
- c. The Grantor represents that, to the best of its knowledge, no MEC is 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. 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 U.S. Military 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.
- d. Because the Grantor cannot guarantee that all MEC has 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 ordnance recognition and safety training. For a specific Track 1 site that overlaps the Property (MRS-22), the Army recommends construction personnel involved in intrusive operations at these sites attend the Grantor's ordnance recognition and safety training. To accomplish that objective, the Grantor requests notice from the Grantee of planned intrusive activities, and in turn will provide ordnance recognition and safety training to construction personnel prior to the start of intrusive work. The Grantor will provide ordnance recognition and safety refresher training as appropriate. For the Track 1 sites where ordnance recognition and safety training is recommended (MRS-22), at the time of the next five-year review (2007), the Grantor will assess whether the education program should continue. If information indicates that no MEC items have been found in the course of development or redevelopment of the site, it is expected that the education program may, with the concurrence of the

regulatory agencies, be discontinued, subject to reinstatement if a MEC issue is encountered in the future.

e. **Easement and Access Rights**

- (1) The Grantor reserves a perpetual and assignable right of access on, over, under, 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. In the Grantor's exercise of such easement and right of access, Grantor and/or its contractors shall restore property to the same condition that preexisted the work or as is otherwise acceptable to Grantee.
- (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. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the grantee nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.
- (3) In exercising this easement and right of access, neither the Grantee nor its successors and assigns, as the case maybe, 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 *Final Track 1 Ordnance and Explosives Remedial Investigation/Feasibility Study (Track 1 OE RI/FS) (June 2004)* and the *Record of Decision, No Further Action Related to Munitions and Explosives of Concern - Track 1 Sites; No Further Remedial Action with Monitoring for Ecological Risks from Chemical Contamination at Sue 3 (MRS-22) (Track 1 ROD) (March 2005)*.

**14.5. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT**

Applicable to Parcels S3.1.1 and S3.1.3.

- 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 (US EPA) 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. Several buildings on the Property have been determined to contain friable asbestos. Detailed information is contained in the referenced survey report. The remaining buildings contain non-friable ACM rated in good condition. The Grantee agrees to undertake any and all asbestos abatement or remediation in the aforementioned buildings that may be required under applicable law or regulation at no expense to the Grantor. The Grantor has agreed to transfer said buildings to the Grantee, prior to remediation or abatement of asbestos hazards, in reliance upon the Grantee's express representation and covenant to perform the required asbestos abatement or remediation of these buildings.
- c. The Grantee covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos. The Grantee agrees to be responsible for any future remediation or abatement of asbestos found to be necessary on the Property to include ACM in or on buried pipelines that may be required under applicable law or regulation.
- d. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its asbestos and ACM content and condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos or ACM hazards or concerns.

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

Applicable to Parcels S3.1.1, S3.1.3.

- a. The Grantee is hereby informed and does acknowledge that all buildings on Parcels S3.1.1 and S3.1.3, 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 such property may present 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 Parcels S3.1.1 and S3.1.3, 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 Parcels S3.1.1 and S3.1.3, where their use subsequent to this conveyance is intended for residential habitation, the Grantee specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and



Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992).

- c. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its lead-based paint content and condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any lead-based paint hazards or concerns.

#### 14.7. NOTICE OF RARE, THREATENED AND ENDANGERED SPECIES MANAGEMENT

- 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 Section 4321 et seq., this deed requires the conservation in perpetuity of these sensitive wildlife and plant species and their habitats consistent with the U.S. Fish and Wildlife Service Biological Opinions for disposal of the former Fort Ord lands issued pursuant to Section 7 of the ESA on March 30, 1999, October 22, 2002, and March 14, 2005 respectively. By requiring Grantee and its successors and assigns to comply with the Installation-Wide Multispecies Habitat Management Plan (HMP), Grantor intends to fulfill its responsibilities under Section 7 of the ESA and to minimize future conflicts between species protection and economic development of portions of the Property.
- 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 parcel 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 numbered: S3.1.2; and
  - (2) Habitat reserves within the Development with Reserve Areas or Development with Restrictions Parcels numbered: S3.1.1, S3.1.3, and S3.1.4.
- d. Any boundary modifications to the Development with Reserve Areas or Development with Restrictions parcels or the Borderland Development Areas Along NRMA Interface must be approved in writing by the U. S. Fish and Wildlife Service (USFWS) and must maintain the viability of the HMP for permanent species and habitat conservation.
- 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, conservation, 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 unreasonable 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 14.7.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 Section 14 of this deed 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 Section 14 of this deed 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.

#### 14.8. NO LIABILITY FOR NON-ARMY CONTAMINATION

The Army shall not incur liability for additional response action or corrective action found to be necessary after the date of transfer in any case in which the person or entity to whom the Property is transferred, or other non-Army entities, is identified as the party responsible for contamination of the property.

#### 14.9. ANTI-DEFICIENCY ACT STATEMENT

The Grantor's obligation to pay or reimburse any money under this deed is subject to the availability of funds appropriated for this purpose to the Department of Army, and nothing in this deed shall be interpreted to require obligations or payments by the Grantor in violation of

15. Grantee has inspected the hereinabove-described and quitclaimed property, and has satisfied itself that the hazardous conditions at the Property as summarized in Sections 7, 8, and 14 are valid and representative of the current site conditions. The Grantee, its heirs, successors, assigns, and every successor in interest to all or any part of the property shall indemnify, protect, defend, save, and hold harmless the Grantor, and Grantor's employees, officers, representatives, attorneys and agents, from and against any and all debts, duties, obligations, liabilities, law suits, claims, demands, causes of action, damages, losses, costs, and expenses (including without limitation attorneys' fees and expenses, consultant fees and expenses, expert fees and expenses, and court costs) in any way related to, connected with, and/or arising out of discovery of newly identified any hazardous substance(s) which may have contaminated the hereinabove conveyed property after the date of this Quitclaim Deed, including but not limited to any environmental response action, corrective action, remediation action, or the costs of any investigation, monitoring, sampling, testing, or removal in connection therewith.
16. In the event that there is a breach by the Grantee, its heirs, successors or assigns, of any of the covenants, conditions or restrictions set forth herein, whether caused by the legal or other inability of the Grantee, its heirs, successors or assigns, to perform said covenants, conditions or restrictions, the Grantor will give written notice, with a reasonable time stated therein, for the elimination, rectification or cure of said breach. Upon failure to eliminate, rectify or 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 heirs, 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.
17. The failure of the Grantor to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but obligation of the Grantee, its heirs, successors and assigns, with respect to such future performance shall continue in full force and effect.
18. The National Park Service and any representative it may so delegate shall have the right of entry upon said premises at all reasonable times to conduct inspections of the property for the purposes of evaluating the Grantee's compliance with the terms and conditions of the conveyance.
19. The Grantee, by its acceptance of this deed, covenants and agrees for itself, its heirs, 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 41 CFR 102-75.690 as such may be amended.
20. The covenants, conditions, and restrictions set forth herein are intended to be covenants running with the land in accordance with all applicable law and shall burden and run with the property conveyed by this deed and every part thereof or interest therein, and shall be binding on Grantee, its heirs, successors, assigns, and every successor in interest to all or any part of the property, and shall benefit Grantor and Grantor's heirs, successors and assigns.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf on this the 6<sup>th</sup> day of September, 2007.

UNITED STATES OF AMERICA  
Acting by and through the Secretary of the Interior

By George J. Turnbull **ACTING**  
Jonathan B. Jarvis  
Regional Director, Pacific West Region  
National Park Service

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF CALIFORNIA )

COUNTY OF Alameda )

On 9/6/07 before me, K. Chulla, notary public.

DATE

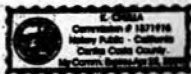
NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

Personally appeared, George J. Turnbull

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

WITNESS my hand and official seal.

K. Chulla (SEAL)  
NOTARY PUBLIC SIGNATURE



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.

[Grantee]

By

Stephen R. Lehman

Date

9/11/07

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF Sacramento

On 9/11/07 before me, T. Pettit, Notary Public

DATE

NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

Personally appeared,

Stephen R. Lehman

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

WITNESS my hand and official seal

T. Pettit

(SEAL)

NOTARY PUBLIC SIGNATURE



## EXHIBIT A

All those portions of the Fort Ord Military Reservation in Tract No 1 of the City Lands of Monterey and the Rancho Noche Buena, County of Monterey, State of California, more particularly described as follows:

### PARCEL ONE:

Commencing at the Southeasterly corner of the parcel of land conveyed to the State of California by Deed recorded August 12, 1942 in Volume 775 at Page 125, Official Records of said County, said corner being also a point on the Northerly boundary line of the Fort Ord Military Reservation, said point is marked with a six inch diameter iron pipe with cap stamped "RE 515" according to that certain Record of Survey Map recorded September 7, 1994 in Volume 19 of Surveys at Page 1, Records of said County;

thence along said Northerly boundary line

North 57° 28' 41" West 220.06 feet to a point on the Westerly boundary line of the lands of the Southern Pacific Transportation Company, said point also being on the Southerly boundary line of the Subdivision shown on that certain map titled "Map of Locke-Paddon Company's Bayside Subdivision of Monterey City Lands", filed on February 8, 1916 in Volume 2 of Maps and Ranches and Outside Lands at Page 15, Records of said County, said point also being the TRUE POINT OF BEGINNING of the herein described parcel;

THENCE from said TRUE POINT OF BEGINNING along the Northerly boundary line of said Fort Ord and the Southerly boundary line of said Subdivision, North 57° 28' 41" West 2,433 feet, more or less, to the Mean High Water Line of the Bay of Monterey;

thence leaving the common boundary line of said Fort Ord and said Subdivision, Southerly along said Mean High Water Line 21,100 feet, more or less, to a point which bears North 51° 11' 54" West from corner number 11, being a one inch outside diameter iron pipe with plastic plug stamped "RCE 15310" marking the Southerly boundary line of said Fort Ord as shown on said Record of Survey Map recorded in Volume 19 of Surveys at Page 1;

thence leaving said Mean High Water Line, along the Southerly boundary line of said Fort Ord, South 51° 11' 54" East 394 feet, more or less, to said one inch iron pipe;

thence continuing along said Southerly boundary line,

South 51° 11' 54" East 139.76 feet to a one inch outside diameter iron pipe with plastic plug stamped "RCE 15310";

thence continuing along said Southerly boundary line

South 51° 11' 54" East 380.67 feet to a one inch outside diameter iron pipe with plastic plug stamped "RCE 15310";

thence continuing along said Southerly boundary line,

North 81° 31' 09" East 283.40 feet to the Westerly boundary line of the lands granted to the Southern Pacific Transportation Company by Director's Deed recorded June 21, 1976 on Reel 1058 at Page 639, Official Records of said County, said Westerly boundary being more particularly described in PARCEL III of the Quitclaim Deed to the State of California recorded January 21, 1970 on Reel 636 at Page 593, Official Records of said



County, said point being marked with a one inch outside diameter iron pipe with plastic plug stamped "RCE 15310";

thence along the Westerly boundary of said Southern Pacific Transportation Company lands according to said Deed recorded on Reel 1058 at Page 639 and more particularly described in PARCELS II and III of said Quitclaim Deed recorded on Reel 636 at Page 593, North 42° 35' 35" East 218.94 feet;

thence Northeasterly, from a tangent which bears North 41° 06' 28" East, along a curve to the left with a radius of 5679.23 feet, through a central angle of 02° 05' 47", an arc distance of 207.80 feet;

thence North 39° 00' 41" East 2168.75 feet;

thence along a tangent curve to the left with a radius of 2241.73 feet, through a central angle of 14° 32' 23", an arc distance of 568.88 feet;

thence North 24° 28' 18" East 259.98 feet to the most Northerly corner of said PARCEL II;

thence continuing along the Westerly boundary of the lands of the Southern Pacific Transportation Company as described in the Deed to the Monterey Railroad Company recorded May 6, 1880 in Volume Z of Deeds at Page 472 and in the Deed to the Monterey Railroad Company recorded June 10, 1889 in Volume 23 of Deeds at Page 351, Records of said County, and as shown on sheet numbers 5 through 9 of the map titled "Right of Way Map Thru Fort Ord" prepared for State Highway Number One by the State of California, Department of Public Works, Division of Highways, District 5, and also shown on said map recorded in Volume 19 of Surveys at Page 1, along a tangent curve to the right with a radius of 2914.75 feet, through a central angle of 18° 29' 05", an arc distance of 940.35 feet;

thence North 42° 57' 23" East 2320.93 feet;

thence North 45° 21' 23" East 41.06 feet;

thence along a tangent curve to the right with a radius of 1482.38 feet, through a central angle of 07° 08' 13", an arc distance of 184.65 feet;

thence North 52° 29' 36" East 41.12 feet;

thence North 54° 53' 36" East 1424.24 feet;

thence North 53° 10' 32" East 100.05 feet;

thence North 48° 03' 01" East 100.72 feet;

thence North 45° 48' 11" East 101.27 feet;

thence North 54° 19' 13" East 100.01 feet;

thence North 61° 44' 11" East 100.72 feet;

thence North 59° 10' 55" East 200.56 feet;

thence North 57° 45' 23" East 100.13 feet;

thence North 54° 53' 36" East 44.31 feet to the Southwest corner of a parcel of land conveyed to the Southern Pacific Transportation Company by said Deed recorded on Reel 1058 at Page 639, and more particularly described in PARCEL I of said Quitclaim Deed recorded on Reel 636 at Page 593;

thence continuing along the Westerly boundary of the lands of said Southern Pacific Transportation Company as described in said PARCEL I, Northeasterly along a tangent curve to the right with a radius of 2914.64 feet, through a central angle of 07° 43' 19", an arc distance of 392.82 feet;

thence North 62° 36' 55" East 140.35 feet;

thence North 61° 25' 57" East 116.84 feet;

thence Northeasterly, from a tangent which bears North 59° 00' 55" East, along a curve to the left with a radius of 904.98 feet, through a central angle of 56° 03' 26", an arc distance of 885.42 feet;

thence North 00° 03' 19" West 115.24 feet;

thence Northerly, from a tangent which bears North 02° 26' 31" West, along a curve to the left with a radius of 1859.79 feet, through a central angle of 16° 33' 29", an arc distance of 537.47 feet to a point designated "AA" for the purposes of this description;

thence North 19° 00' 00" West 820.85 feet;

thence along a tangent curve to the right with a radius of 2914.64 feet, through a central angle of 25° 59' 36", an arc distance of 1322.28 feet;

thence North 06° 59' 36" East 1711.93 feet to a point designated "BB" for the purposes of this description;

thence along a tangent curve to the right with a radius of 2914.64 feet, through a central angle of 06° 37' 59", an arc distance of 337.42 feet to a point of compound curvature;

thence continuing along a curve to the right with a radius of 8643.82 feet, through a central angle of 03° 34' 36", an arc distance of 841.31 feet;

thence North 19° 12' 11" East 1257.99 feet;

thence along a tangent curve to the right with a radius of 2914.64 feet, through a central angle of 16° 14' 41", an arc distance of 826.37 feet;

thence North 35° 26' 52" East 157.07 feet;

thence along a tangent curve to the left with a radius of 2814.64 feet, through a central angle of 05° 25' 24", an arc distance of 266.42 feet to the Northwest corner of said PARCEL 1;

thence continuing along the Westerly boundary of the lands of said Southern Pacific Transportation Company as described in said Deed recorded in Volume 2 of Deeds at Page 472 and shown on sheets 15 and 16 of said map titled "Right of Way Map Thru Fort Ord" and on sheet 2 of the map titled "Right of Way Map Marina Bike Path" prepared by said State of California, Division of Highways-District 5 and also on said map recorded in Volume 19 of Surveys at Page 1, North 30° 01' 28" East 3220.73 feet, more or less, to the TRUE POINT OF BEGINNING of the herein described parcel.

The bearings and distances recited in the above description are based on the California Coordinate System, Zone 4, North American Datum of 1927. To obtain ground level distances, multiply the distances recited above by 1.000064.

EXCEPTING THEREFROM ALL THAT PORTION THEREOF described as follows:

BEGINNING at a point on the westerly boundary line of the Southern Pacific Railroad R/W is shown and so designated as point number 39 of Parcel 2 on said map recorded in Volume 19 of Surveys at Page 1, Records of Monterey County, California, from which a found 1" iron pipe with a plastic plug stamped "D.O.T. R W" standing on the easterly boundary line of the Southern Pacific Railroad R/W is shown and so designated as point number 272 of Parcel 1 on said map recorded in Volume 19 of Surveys at Page 1, Records of Monterey County, California, bears N. 71° 00' 07" E., 100.00 feet, thence from said point of beginning and along the westerly boundary line of said Southern Pacific Railroad R/W curving

- 1) Southwesterly on the arc of a circular curve to the right (the center of which bears

of 244.26 feet; thence leaving said curve and tangent thereto  
28) N. 09° 48' 03" E., 197.71 feet to the point of beginning.

The bearings recited in the above described exception are based on the California Coordinate System, Zone 4, North American Datum of 1983. The distances are ground distances.

PARCEL ONE, after subtracting the above described exception, contains 958 acres, more or less.

#### PARCEL TWO:

BEGINNING at a point from which the southerly terminus of course 2 recited as  
S. 00° 03' 12" E., 115.25 feet in the above described exception parcel bears  
S. 87° 02' 24" E., 150.00 feet; thence curving

1) Southwesterly on the arc of a circular curve to the right (the center of which bears  
N. 87° 02' 24" W., 755.04 feet distant) through a central angle of 38° 49' 29" for an arc distance  
of 511.63 feet; thence leaving said curve but not tangent thereto

2) S. 59° 12' 24" W., 649.97 feet; thence tangentially curving

3) Southwesterly on the arc of a circular curve to the right (the center of which bears  
N. 30° 47' 36" W., 175.00 feet distant) through a central angle of 25° 50' 52" for an arc distance  
of 78.95 feet; thence leaving said curve and tangentially curving

4) Northwesterly on the arc of a circular curve to the right (the center of which bears  
N. 04° 56' 44" W., 525.00 feet distant) through a central angle of 109° 23' 24" for an arc distance  
of 1002.34 feet; thence leaving said curve and tangentially curving

5) Northwesterly on the arc of a circular curve to the right (the center of which bears  
S. 75° 33' 20" E., 300.00 feet distant) through a central angle of 34° 33' 33" for an arc distance of  
180.95 feet; thence leaving said curve and tangentially curving

6) Northeasterly on the arc of a circular curve to the right (the center of which bears  
S. 40° 59' 47" E., 600.00 feet distant) through a central angle of 42° 40' 22" for an arc distance of  
446.87 feet; thence leaving said curve and tangentially curving

7) Southeasterly on the arc of a circular curve to the right (the center of which bears  
S. 01° 40' 35" W., 150.00 feet distant) through a central angle of 18° 04' 11" for an arc distance  
of 47.31 feet; thence leaving said curve and tangent thereto

8) S. 70° 15' 14" E., 230.59 feet; thence tangentially curving

9) Southeasterly on the arc of a circular curve to the left (the center of which bears  
N. 19° 44' 46" E., 650.00 feet distant) through a central angle of 57° 24' 05" for an arc distance  
of 651.20 feet; thence leaving said curve but not tangent thereto

10) S. 02° 57' 36" W., 142.30 feet to the point of beginning.

CONTAINING an area of 21.91 acres of land more or less.

The bearings recited in the above described PARCEL TWO are based on the California Coordinate System, Zone 4, North American Datum of 1983. The distances are ground distances.

The above described PARCEL TWO, and the EXCEPTION in PARCEL ONE are shown on that

certain Record of Survey Map titled "FORT ORD BALLOON RAILROAD SPUR" filed for Record on January 11, 1996 in Volume 19 of Surveys at Page 138 records of said County.

RESERVING UNTO GRANTOR nine (9) perpetual easements to construct, reconstruct, enlarge, operate and maintain drainage facilities over, through, under and across those parcels of land described in the following EASEMENTS numbered 1 through 9.

**EASEMENT 1:**

A strip of land 20.00 feet in width, the centerline of which is described as follows:

Commencing at the Northerly terminus of the course described as North  $19^{\circ} 12' 11''$  East 1257.99 feet, on the Easterly boundary line of the above described PARCEL ONE;  
thence along said Easterly line, Northerly along a tangent curve to the right with a radius of 2914.64 feet, through a central angle of  $4^{\circ} 26' 51''$ , an arc distance of 226.25 feet to the TRUE POINT OF BEGINNING of the herein described centerline;  
THENCE from said TRUE POINT OF BEGINNING, leaving said Easterly line North  $45^{\circ} 24' 12''$  West 332.28 feet to a point designated "A" for description purposes and the END of the herein described centerline.

The sidelines of the above described strip shall be lengthened or shortened to terminate Easterly, on said Easterly line of said PARCEL ONE and Westerly, on a line perpendicular to the above described centerline at said point "A".

**EASEMENT 2:**

A strip of land 30.00 feet in width the centerline of which is described as follows:

Beginning at the above described point designated "A";  
THENCE North  $45^{\circ} 24' 12''$  West 40.00 feet to the END of the herein described centerline.

The sidelines of the above described strip shall terminate on lines perpendicular to the beginning and end points of the above described centerline.

**EASEMENT 3:**

A strip of land 20.00 feet in width the centerline of which is described as follows:

Commencing at the Northerly terminus of the course described as North  $06^{\circ} 59' 36''$  East 1711.93 feet, on the Easterly boundary line of the above described PARCEL ONE;  
thence along said Easterly line, Northerly along a tangent curve to the right with a radius of 2914.64 feet, through a central angle of  $03^{\circ} 36' 07''$ , an arc distance of 183.23 feet to the TRUE POINT OF BEGINNING of the herein described centerline;  
THENCE from said TRUE POINT OF BEGINNING, leaving said Easterly line, North  $81^{\circ} 10' 33''$  West 132.49 feet;

thence North 26° 43' 23" West 591.52 feet;

thence North 68° 24' 18" West 908 feet, more or less, to the Mean High Water Line of Monterey Bay and the END of the herein described centerline.

The sidelines of said strip of land shall be lengthened or shortened to terminate Easterly, on said Easterly boundary line and Westerly, on said Mean High Water Line.

#### EASEMENT 4:

A strip of land 20.00 feet in width, the centerline of which is described as follows:

Commencing at the Southerly terminus of the course described as North 19° 12' 11" East 1257.99 feet on the Easterly boundary line of the above described PARCEL ONE;

thence Southerly along said Easterly line, along a tangent curve to the left with a radius of 8643.82 feet, through a central angle of 04° 04' 31", an arc distance of 614.79 feet to the TRUE POINT OF BEGINNING of the herein described centerline;

THENCE from said TRUE POINT OF BEGINNING, leaving said Easterly boundary, North 85° 00' 11" West 415.43 feet to the centerline of the above described EASEMENT 3 and the END of the herein described centerline.

The sidelines of said strip of land shall be lengthened or shortened to terminate Easterly, on said Easterly boundary line and Westerly, on the centerline of the above described EASEMENT 3.

#### EASEMENT 5:

A strip of land 20.00 feet in width, the centerline of which is described as follows:

Commencing at the Southerly terminus of the course described as North 06° 59' 36" East 1711.93 feet on the Easterly boundary line of the above described PARCEL ONE;

thence along said Easterly line North 06° 59' 36" East 24.50 feet to the TRUE POINT OF BEGINNING of the herein described centerline;

THENCE from said TRUE POINT OF BEGINNING, leaving said Easterly line, North 88° 17' 39" West 400.00 feet to the END of the herein described centerline.

The sidelines of said strip of land shall be lengthened or shortened to terminate Easterly, on said Easterly boundary line and Westerly, on a line perpendicular to the above described centerline at the END point.

#### EASEMENT 6:

A strip of land 20.00 feet in width, the centerline of which is described as follows:

Commencing at the Southerly terminus of the course described as North 06° 59' 36" East 1711.93 feet on the Easterly boundary line of the above described PARCEL ONE;

thence along said Easterly line, Southerly along a tangent curve to the left with a radius of 2914.64 feet, through a central angle of 00° 13' 01", an arc distance of 11.04 feet to the TRUE POINT OF BEGINNING of the herein described centerline;

THENCE from said TRUE POINT OF BEGINNING, leaving said Easterly line  
North 88° 19' 57" West 136.10 feet;  
thence North 57° 18' 18" West 661.71 feet;  
thence North 44° 28' 36" West 622.09 feet;  
thence South 82° 14' 50" West 541.61 feet;  
thence North 72° 24' 00" West 185 feet, more or less, to the Mean High Water Line of  
Monterey Bay and the END of the herein described centerline.

The sidelines of said strip of land shall be lengthened or shortened to terminate Easterly, on said Easterly boundary line and Westerly, on said Mean High Water Line.

#### EASEMENT 7:

A strip of land 20.00 feet in width, the centerline of which is described as follows:  
Commencing at the Southerly terminus of the course described as North 19° 00' 00" West 820.85 feet on the Easterly boundary line of the above described PARCEL ONE;  
thence Northerly along said Easterly line North 19° 00' 00" West 79.74 feet to the TRUE POINT OF BEGINNING of the herein described centerline;

THENCE from said TRUE POINT OF BEGINNING, leaving said Easterly line,  
South 81° 32' 48" West 46.26 feet;  
thence North 67° 47' 14" West 147.28 feet;  
thence North 72° 59' 48" West 244.22 feet;  
thence North 54° 04' 14" West 315.67 feet;  
thence North 02° 57' 48" West 932.55 feet;  
thence North 82° 18' 10" West 817.21 feet;  
thence North 52° 04' 44" West 761.00 feet;  
thence North 59° 11' 50" West 236.97 feet;  
thence North 64° 30' 02" West 212 feet, more or less, to the Mean High Water Line of Monterey Bay and the END of the herein described centerline.

The sidelines of said strip of land shall be lengthened or shortened to terminate Easterly, on said Easterly boundary line and Westerly, on said Mean High Water Line.

#### EASEMENT 8:

The Grantor reserves an assignable non-exclusive easement, in, on, over, under and across that portion of the Property as identified below. This easement will authorize access for maintenance, repair, and deconstruction of Storm Water Outfall #4 until no longer needed.

A strip of land 20.00 feet in width, the centerline of which is described as follows:

Commencing at the Southerly terminus of the course described as  
North 54° 53' 36" East 1424.24 feet on the Easterly boundary line of the  
above described PARCEL ONE;  
thence along said Easterly line, North 54° 53' 36" East 499.39 feet to the TRUE  
POINT OF BEGINNING of the herein described centerline;

THENCE from said TRUE POINT OF BEGINNING, leaving said Easterly line,  
North 33° 18' 48" West 72.66 feet;  
thence North 39° 13' 21" West 412.32 feet;  
thence North 54° 06' 41" West 420.13 feet;  
thence North 61° 09' 24" West 418.10 feet;  
thence North 54° 47' 08" West 422.89 feet;  
thence North 22° 14' 58" East 301.71 feet;  
thence North 59° 47' 51" West 359.57 feet;  
thence North 78° 47' 38" West 164 feet, more or less, to the Mean High Water Line  
of Monterey Bay and the END of the herein described centerline.

The sidelines of said strip of land shall be lengthened or shortened to terminate Easterly, on said Easterly boundary line and Westerly, on said Mean High Water Line.

#### EASEMENT 9:

A strip of land 20.00 feet in width, the centerline of which is described as follows:

Commencing at the Westerly terminus of the course described as North 81° 31' 09" East 283.40 feet on the Southerly boundary line of the above described PARCEL ONE;  
thence along said Southerly line North 81° 31' 09" East 84.38 feet to the TRUE POINT OF BEGINNING of the herein described centerline;  
THENCE from said TRUE POINT OF BEGINNING, leaving said Southerly line, North 53° 12' 46" West 975 feet, more or less, to the Mean High Water Line of Monterey Bay and the END of the herein described centerline.

The sidelines of said strip of land shall be lengthened or shortened to terminate Easterly, on said Southerly boundary line and Westerly, on said Mean High Water Line.

The bearings and distances recited in the above described EASEMENTS 1 through 9 are based on the California Coordinate System, Zone 4, North American Datum of 1927. To obtain ground level distances, multiply the distances recited in said parcels by 1.000064.

TOGETHER WITH the rights, interests and easements Grantor has to use those certain roadway undercrossing structures located within the following described real property hereinafter identified as UNDERCROSSINGS A and B;

Said structures provide access from lands Easterly of the Easterly sideline of State Highway One as said highway is defined by PARCEL ONE in that certain Easement for Road or Street in the Easement to the State of California recorded June 2, 1976 in Reel 1058 of said Official Records at Page 655, to lands Westerly of the Westerly sideline of lands conveyed to the Southern Pacific Transportation Company by Directors Deed from the State of California recorded June 2, 1976 in Reel 1058 of said Official Records at Page 639. The interests herein conveyed within said PARCEL ONE described in Reel 1058, Page 655, are set forth in Paragraph 15 of the Conditions incorporated therein, to wit:

"... further, the remaining property lying on both sides of said freeway shall be connected together by passage underneath said freeway at Engineer's Station 498+00 (First Street Undercrossing) ... with no right of access to the surface of the traveled way or said freeway".

The portions crossing under the Southern Pacific Parcel, above referenced, fall partially within two easements in favor of the State of California set forth (one) in said Directors Deed recorded in Reel 1058, Page 639 as an exception and reservation and being described as PART I, for a roadway undercrossing easement, and (two) PART III, a roadway undercrossing easement, as conveyed to the State of California by Easement Deed from Southern Pacific Transportation Company recorded June 14, 1976 in Reel 1061, of said Official Records at Page 466.

#### UNDERCROSSING A:

COMMENCING at the point designated "AA" in the above described PARCEL ONE, said point being also the Southerly terminus of Course 24 described in PARCEL I of the Quitclaim Deed to the State of California recorded January 21, 1970 on Reel 636, Page 593 of said Official Records;

thence along the Easterly line of said above described PARCEL ONE

North 19° 00' 00" West 115.83 feet to the True Point of Beginning of this description;

THENCE, leaving said Easterly line North 25° 32' 17" East 71.29 feet;

thence North 60° 32' 20" East 50.84 feet;

thence North 60° 32' 20" East 201.50 feet;

thence South 89° 09' 18" East 41.38 feet to the Easterly sideline of State Highway One as defined by PARCEL ONE in said Easement for Road or Street recorded in Reel 1058

of said Official Records at Page 655;

thence along said Easterly line North 18° 30' 27" East 114.85 feet;

thence leaving said Easterly line South 30° 30' 34" West 63.70 feet;

thence South 60° 32' 20" West 192.82 feet;

thence South 60° 32' 20" West 50.84 feet;

thence North 74° 27' 42" West 60.70 feet to said Easterly line of the first above described PARCEL ONE;

thence along last said Easterly line

South 19° 00' 00" East 146.24 feet to the True Point of Beginning.

#### UNDERCROSSING B:

COMMENCING at the point designated "AA" in the above described PARCEL ONE, said point being also the Southerly terminus of Course 24 described in PARCEL I of the Quitclaim Deed to the State of California recorded January 21, 1970 on Reel 636, Page 593 of said Official Records;

thence along the Easterly line of said above described PARCEL ONE

North 19° 00' 00" West 115.83 feet to the True Point of Beginning of this description;

THENCE, leaving said Easterly line South 80° 03' 51" East 34.53 feet;

thence North 74° 52' 30" East 70.96 feet;

thence North 74° 52' 30" East 202.33 feet;



thence North 44° 54' 10" East 37.10 feet to the Easterly sideline of State Highway One as defined by PARCEL ONE in said Easement for Road or Street recorded in Reel 1058 of said Official Records at Page 655;  
thence along said Easterly line South 18° 30' 27" East 67.33 feet;  
thence leaving said Easterly line North 77° 24' 05" West 40.16 feet;  
thence South 74° 52' 30" West 202.90 feet;  
thence South 74° 52' 30" West 85.84 feet;  
thence South 51° 32' 26" West 14.15 feet to said Easterly line of the first above described PARCEL ONE;  
thence along last said Easterly line North 19° 00' 00" West 50.35 feet to the True Point of Beginning.

ALSO TOGETHER WITH the rights, interests and easements the Grantor has to use that certain overhead roadway structure located within the following described real property hereinafter identified as OVERCROSSING;

Said structure provides access from lands Easterly of the Easterly sideline of State Highway One as said highway is defined by PARCEL ONE in that certain Easement for Road or Street in the Deed to the State of California recorded June 2, 1976 in Reel 1058 of said Official Records at Page 655, to lands Westerly of the Westerly sideline of lands conveyed to the Southern Pacific Transportation Company by Directors Deed from the State of California recorded June 2, 1976 in Reel 1058 of said Official Records at Page 639. The interests herein conveyed within said PARCEL ONE described in Reel 1058, Page 655, are set forth in Paragraph 15 of the Conditions incorporated therein, to wit:

"...further, the remaining property lying on both sides of said freeway shall be connected together ...by passage above said freeway at Engineer's Station 530+88 (Eighth Street Overcrossing) with no right of access to the surface of the traveled way or said freeway".

The portions crossing over the Southern Pacific Parcel above referenced lies within the easement in favor of the State of California set forth in said Directors Deed recorded in Reel 1058, Page 639 as an exception and reservation and being described as PART III, for an overhead roadway structure easement.

#### OVERCROSSING:

A strip of land 65.00 feet in width the Northerly line of which is described as follows:

COMMENCING at the point designated "BB" in the above described PARCEL ONE, said point being also the Northerly terminus of Course 26 described in PARCEL I of the Quitclaim Deed to the State of California recorded January 21, 1970 on Reel 636, Page 593, of said Official Records;  
thence along the Easterly line of said above described PARCEL ONE  
South 6° 59' 36" West 213.10 feet to the True Point of Beginning of this description;  
THENCE leaving said Easterly line South 88° 22' 00" East 319.23 feet to the Easterly sideline of State Highway One and the END of the herein described line, said sideline being defined

by PARCEL ONE in said Easement for Road or Street recorded in Reel 1058 of said Official Records at Page 655.

The bearings and distances in the Three (3) above described appurtenances are based on the California Coordinate System, Zone 4, North American Datum of 1927. To obtain ground level distances, multiply the distances recited above by 1.000064.

# CERTIFICATE OF ACCEPTANCE

Agency Department of Parks and Recreation  
Project Fort Ord Dunes State Park  
Agency Parcel No. 8258  
DGS Parcel No. 10388  
APN 031-021-001; -003  
031-031-001; -004  
031-041-006; -007  
031-051-001  
County of Monterey

This is to certify that, pursuant to Sections 11005, 15853 and 27281 of the California Government Code and Section 5005 of the Public Resources Code, the interest in real property conveyed by the Quitclaim Deed dated September 6, 2007 from the United States of America, acting by and through the Secretary of the Interior, acting by and through the Director, National Park Service, to THE STATE OF CALIFORNIA, acting by and through the Department of Parks and Recreation is hereby accepted by the undersigned officer on behalf of the State Public Works Board pursuant to authority conferred by resolution of said Board duly adopted November 9, 2007 and the Grantee consents to the recordation thereof by its duly authorized officer.

*Note to Recorder: If this certificate is for a correction deed, all corrections and/or changes to the previously recorded deed must be reviewed and accepted by the State prior to recording a correction deed. All correction deeds require a new Certificate of Acceptance dated subsequent to recordation of the original deed or the most recent correction deed, if any.*

Accepted STATE OF CALIFORNIA  
State Public Works Board

By:   
JERRY LEONG  
Assistant Administrative Secretary

Dated: 11/6/08

Approved DEPARTMENT OF PARKS AND RECREATION

By:   
STEPHEN R. LEHMAN, Deputy Director  
Acquisition and Development

Dated: OCT 31 2008

Approved DEPARTMENT OF GENERAL SERVICES

By:   
JAMES S. MARTIN, Chief  
Real Estate Services Section

Dated: 11/6/08

Approved DEPARTMENT OF FINANCE

By:   
MICHAEL C. GENEST, Director

Dated: 12-10-08

END OF DOCUMENT



78

DEPARTMENT OF THE ARMY  
OFFICE OF THE ASSISTANT SECRETARY OF THE ARMY  
INSTALLATIONS AND ENVIRONMENT  
110 ARMY PENTAGON  
WASHINGTON DC 20310-0110

SEP 29 2006

Mr. Jonathan B. Jarvis  
National Park Service Pacific  
West Regional Director  
United States Department of Interior  
1111 Jackson, Suite 700  
Oakland, California 94607

Subject: Fort Ord, Monterey County, California; Assignment Land (DACA05-9-05-574)

Dear Mr. Jarvis:

The purpose of this letter is to assign approximately 979.46 acres (Parcels S3.1.1, S3.1.2, S3.1.3, and S3.1.4), and all buildings thereon, located at former Fort Ord to the Department of Interior (DOI). This assignment is pursuant to your original request on 2 September 1993, as amended on 4 February 1994. This assignment is made pursuant to Section 203(k) of the Federal Property and Administrative Services Act of 1949, as amended, (currently 40 U.S.C. § 550(e)) for conveyance to the State of California, Department of Parks and Recreation.

The Army interposes no objection to the conveyance being made at 100 percent public benefit allowance subject to Department of Interior's standard terms and conditions for public park or recreation purposes.

A boundary map and legal descriptions of the Property are at Enclosure 1 and a List of Buildings/Structure is at Enclosure 2. This assignment is made with the understanding the Deed Requirements set forth in Enclosure 3 will be part of any deed granted by DOI.

Request the following be inserted as a reservation in the Deed. "The Grantor reserves an assignable non-exclusive easement, in, on, over, under and across that portion of the Property as identified in Enclosure 4. This Easement will authorize access for maintenance, repair, and deconstruction of Storm Water Outfall #4 until no longer needed."

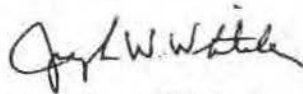
Please note, Enclosures 5 and 6 is a copy of the Finding of Suitability for Transfer and Amendment #1. To facilitate the conveyance of the property, I am enclosing a copy of the Federal Facility Agreement for Fort Ord (Enclosure 7).

Please furnish a copy of the recorded conveyance document to:

U.S. Army Corps of Engineers  
Sacramento District  
ATTN: CESP-K-RE-M (Ms. Easley)  
1325 'J' Street  
Sacramento, California 95814-2922

If you have any questions, please contact Ms. Liz Easley with the Sacramento District Corps of Engineers at (916) 557-6858/6815.

Sincerely,



Joseph W. Whitaker  
Deputy Assistant Secretary of the Army  
(Installations and Housing)  
OASA (I&E)

Enclosures

1. Boundary Survey's and Map
2. List of Buildings and Structures
3. Deed requirements
4. Storm Water Outfall #4 Legal Description and Map
5. Finding of Suitability to Transfer, Amendment #1, dated October 2005
6. Finding of Suitability to Transfer, dated August 2005
7. Federal Facilities Agreement

CF w/o Encls:

Director, Fort Ord Field Office, (DAIM-BD-HOR, Ms. Karen Fisbeck)(wo/encls),  
P.O. Box 5008, Bldg. #4463 Gigling Rd. Monterey, CA 93944-5008

Commander, US Army Corps of Engineers (CESPD-RP) (wo/encls), 333 Market Street,  
San Francisco, CA 94105

Commander, US Army Corps of Engineers, (CEMP-SPD) (wo/encls), 441"G" Street NW  
Washington D.C. 20314

All those portions of the Fort Ord Military Reservation in Tract No. 1 of the City Lands of Monterey and the Rancho Noche Buena, County of Monterey, State of California, more particularly described as follows:

PARCEL ONE:

Commencing at the Southeasterly corner of the parcel of land conveyed to the State of California by Deed recorded August 12, 1942 in Volume 775 at Page 125, Official Records of said County, said corner being also a point on the Northerly boundary line of the Fort Ord Military Reservation, said point is marked with a six inch diameter iron pipe with cap stamped "RE 515" according to that certain Record of Survey Map recorded September 7, 1994 in Volume 19 of Surveys at Page 1, Records of said County;

thence along said Northerly boundary line

North 57° 28' 41" West 220.06 feet to a point on the Westerly boundary line of the lands of the Southern Pacific Transportation Company, said point also being on the Southerly boundary line of the Subdivision shown on that certain map titled "Map of Locke-Paddon Company's Bayside Subdivision of Monterey City Lands", filed on February 8, 1916 in Volume 2 of Maps and Ranches and Outside Lands at Page 15, Records of said County, said point also being the TRUE POINT OF BEGINNING of the herein described parcel;

THENCE from said TRUE POINT OF BEGINNING along the Northerly boundary line of said Fort Ord and the Southerly boundary line of said Subdivision, North 57° 28' 41" West 2,433 feet, more or less, to the Mean High Water Line of the Bay of Monterey;

thence leaving the common boundary line of said Fort Ord and said Subdivision, Southerly along said Mean High Water Line 21,100 feet, more or less, to a point which bears North 51° 11' 54" West from corner number 11, being a one inch outside diameter iron pipe with plastic plug stamped "RCE 15310" marking the Southerly boundary line of said Fort Ord as shown on said Record of Survey Map recorded in Volume 19 of Surveys at Page 1;

thence leaving said Mean High Water Line, along the Southerly boundary line of said Fort Ord, South 51° 11' 54" East 394 feet, more or less, to said one inch iron pipe;

thence continuing along said Southerly boundary line,

South 51° 11' 54" East 139.76 feet to a one inch outside diameter iron pipe with plastic plug stamped "RCE 15310";

thence continuing along said Southerly boundary line

South 51° 11' 54" East 380.67 feet to a one inch outside diameter iron pipe with plastic plug stamped "RCE 15310";

thence continuing along said Southerly boundary line,

North 81° 31' 09" East 283.40 feet to the Westerly boundary line of the lands granted to the Southern Pacific Transportation Company by Director's Deed recorded June 21, 1976 on Reel 1058 at Page 639, Official Records of said County, said Westerly boundary being more particularly described in PARCEL III of the

Quitclaim Deed to the State of California recorded January 21, 1970 on Reel 636 at Page 593, Official Records of said County, said point being marked with a one inch outside diameter iron pipe with plastic plug stamped "RCE 15310";

thence along the Westerly boundary of said Southern Pacific Transportation Company lands according to said Deed recorded on Reel 1058 at Page 639 and more particularly described in PARCELS II and III of said Quitclaim Deed recorded on Reel 636 at Page 593, North 42° 35' 35" East 218.94 feet;

thence Northeasterly, from a tangent which bears North 41° 06' 28" East, along a curve to the left with a radius of 5679.23 feet, through a central angle of 02° 05' 47", an arc distance of 207.80 feet;

thence North 39° 00' 41" East 2168.75 feet;

thence along a tangent curve to the left with a radius of 2241.73 feet, through a central angle of 14° 32' 23", an arc distance of 568.88 feet;

thence North 24° 28' 18" East 259.98 feet to the most Northerly corner of said PARCEL II;

thence continuing along the Westerly boundary of the lands of the Southern Pacific Transportation Company as described in the Deed to the Monterey Railroad Company recorded May 6, 1880 in Volume Z of Deeds at Page 472 and in the Deed to the Monterey Railroad Company recorded June 10, 1889 in Volume 23 of Deeds at Page 351, Records of said County, and as shown on sheet numbers 5 through 9 of the map titled "Right of Way Map Thru Fort Ord" prepared for State Highway Number One by the State of California, Department of Public Works, Division of Highways-District 5, and also shown on said map recorded in Volume 19 of Surveys at Page 1, along a tangent curve to the right with a radius of 2914.75 feet, through a central angle of 18° 29' 05", an arc distance of 940.35 feet;

thence North 42° 57' 23" East 2320.93 feet;

thence North 45° 21' 23" East 41.06 feet;

thence along a tangent curve to the right with a radius of 1482.38 feet, through a central angle of 07° 08' 13", an arc distance of 184.65 feet;

thence North 52° 29' 36" East 41.12 feet;

thence North 54° 53' 36" East 1424.24 feet;

thence North 53° 10' 32" East 100.05 feet;

thence North 48° 03' 01" East 100.72 feet;

thence North 45° 48' 11" East 101.27 feet;

thence North 54° 19' 13" East 100.01 feet;

thence North 61° 44' 11" East 100.72 feet;

thence North 59° 10' 55" East 200.56 feet;

thence North 57° 45' 23" East 100.13 feet;

thence North 54° 53' 36" East 44.31 feet to the Southwest corner of a parcel of land conveyed to the Southern Pacific Transportation Company by said Deed recorded on Reel 1058 at Page 639, and more particularly described in PARCEL I of said Quitclaim Deed recorded on Reel 636 at Page 593;

thence continuing along the Westerly boundary of the lands of said Southern Pacific Transportation Company as described in said PARCEL I, Northeasterly along a tangent curve to the right with a radius of 2914.64 feet, through a central angle of 07° 43' 19", an arc distance of 392.82 feet;



thence North 62° 36' 55" East 140.35 feet;  
 thence North 61° 25' 57" East 116.84 feet;  
 thence Northeasterly, from a tangent which bears North 59° 00' 55" East, along a curve to the left with a radius of 904.98 feet, through a central angle of 56° 03' 26", an arc distance of 885.42 feet;  
 thence North 00° 03' 19" West 115.24 feet;  
 thence Northerly, from a tangent which bears North 02° 26' 31" West, along a curve to the left with a radius of 1859.79 feet, through a central angle of 16° 33' 29", an arc distance of 537.47 feet to a point designated "AA" for the purposes of this description;  
 thence North 19° 00' 00" West 820.85 feet;  
 thence along a tangent curve to the right with a radius of 2914.64 feet, through a central angle of 25° 59' 36", an arc distance of 1322.28 feet;  
 thence North 06° 59' 36" East 1711.93 feet to a point designated "BB" for the purposes of this description;  
 thence along a tangent curve to the right with a radius of 2914.64 feet, through a central angle of 06° 37' 59", an arc distance of 337.42 feet to a point of compound curvature;  
 thence continuing along a curve to the right with a radius of 8643.82 feet, through a central angle of 05° 34' 36", an arc distance of 841.31 feet;  
 thence North 19° 12' 11" East 1257.99 feet;  
 thence along a tangent curve to the right with a radius of 2914.64 feet, through a central angle of 16° 14' 41", an arc distance of 826.37 feet;  
 thence North 35° 26' 52" East 157.07 feet;  
 thence along a tangent curve to the left with a radius of 2814.64 feet, through a central angle of 05° 25' 24", an arc distance of 266.42 feet to the Northwest corner of said PARCEL I;  
 thence continuing along the Westerly boundary of the lands of said Southern Pacific Transportation Company as described in said Deed recorded in Volume Z of Deeds at Page 472 and shown on sheets 15 and 16 of said map titled "Right of Way Map Thru Fort Ord" and on sheet 2 of the map titled "Right of Way Map Marina Bike Path" prepared by said State of California, Division of Highways-District 5 and also on said map recorded in Volume 19 of Surveys at Page 1,  
 North 30° 01' 28" East 3220.73 feet, more or less, to the TRUE POINT OF BEGINNING of the herein described parcel.

The bearings and distances recited in the above description are based on the California Coordinate System, Zone 4, North American Datum of 1927. To obtain ground level distances, multiply the distances recited above by 1.000064.

EXCEPTING THEREFROM ALL THAT PORTION THEREOF described as follows:

BEGINNING at a point on the westerly boundary line of the Southern Pacific Railroad RW is shown and so designated as point number 39 of Parcel 2 on said map recorded in



Volume 19 of Surveys at Page 1, Records of Monterey County, California, from which a found 1" iron pipe with a plastic plug stamped "D.O.T. R W" standing on the easterly boundary line of the Southern Pacific Railroad R/W is shown and so designated as point number 272 of Parcel 1 on said map recorded in Volume 19 of Surveys at Page 1, Records of Monterey County, California, bears N. 71° 00' 07" E., 100.00 feet, thence from said point of beginning and along the westerly boundary line of said Southern Pacific Railroad R/W curving

- 1) Southwesterly on the arc of a circular curve to the right (the center of which bears S. 71° 00' 07" W., 1859.91 feet distant) through a central angle of 16° 33' 29" for an arc distance of 537.50 feet; thence leaving said curve but not tangent thereto
- 2) S. 00° 03' 12" E., 115.25 feet; thence curving but not tangentially
- 3) Southwesterly on the arc of a circular curve to the right (the center of which bears N. 87° 02' 24" W., 905.04 feet distant) through a central angle of 56° 03' 26" for an arc distance of 885.47 feet; thence leaving said curve but not tangent thereto
- 4) S. 61° 26' 04" W., 116.85 feet; thence
- 5) S. 62° 37' 02" W., 140.36 feet; thence curving tangentially
- 6) Southwesterly on the arc of a circular curve to the left (the center of which bears S. 27° 22' 58" E., 2914.83 feet distant) through a central angle of 7° 43' 19" for an arc distance of 392.84 feet; thence leaving said curve but not tangent thereto
- 7) S. 54° 57' 41" W., 44.37 feet; thence
- 8) S. 57° 44' 29" W., 100.13 feet; thence
- 9) S. 59° 10' 01" W., 200.56 feet; thence
- 10) S. 61° 43' 17" W., 100.72 feet; thence
- 11) S. 54° 18' 49" W., 100.01 feet; thence
- 12) S. 45° 47' 47" W., 101.27 feet; thence
- 13) S. 48° 02' 37" W., 100.72 feet; thence
- 14) S. 53° 10' 08" W., 100.05 feet; thence
- 15) S. 54° 53' 12" W., 430.32 feet; thence leaving the said westerly boundary line of the Southern Pacific Railroad R/W
- 16) N. 35° 06' 48" W., 150.00 feet; thence
- 17) N. 54° 53' 12" E., 1284.41 feet; thence curving but not tangent thereto
- 18) Northwesternly on the arc of a circular curve to the right (the center of which bears N. 02° 23' 35" W., 585.00 feet distant) through a central angle of 105° 47' 41" for an arc distance of 1080.18 feet; thence leaving said curve and tangentially curving
- 19) Northeasterly on the arc of a circular curve to the right (the center of which bears S. 76° 35' 54" E., 200.00 feet distant) through a central angle of 19° 18' 00" for an arc distance of 67.37 feet; thence leaving said curve and tangent thereto
- 20) N. 32° 42' 06" E., 262.98 feet; thence
- 21) N. 43° 15' 42" E., 117.56 feet; thence curving tangentially
- 22) Northeasterly on the arc of a circular curve to the right (the center of which bears S. 46° 44' 18" E., 300.00 feet distant) through a central angle of 25° 11' 37" for an arc distance of 131.91 feet; thence leaving said curve and tangentially curving

23) Easterly on the arc of a circular curve to the right (the center of which bears S. 21° 32' 41" E., 750.00 feet distant) through a central angle of 23° 13' 16" for an arc distance of 303.96 feet; thence leaving said curve and tangentially curving

24) Southeasterly on the arc of a circular curve to the right (the center of which bears S. 01° 40' 35" W., 300.00 feet distant) through a central angle of 18° 04' 11" for an arc distance of 94.61 feet; thence leaving said curve and tangent thereto

25) S. 70° 15' 14" E., 230.59 feet; thence curving tangentially

26) Southeasterly on the arc of a circular curve to the left (the center of which bears N. 19° 44' 46" E., 500.00 feet distant) through a central angle of 53° 17' 39" for an arc distance of 465.08 feet; thence leaving said curve and tangentially curving

27) Northeasterly on the arc of a circular curve to the left (the center of which bears N. 33° 32' 53" W., 300.00 feet distant) through a central angle of 46° 39' 04" for an arc distance of 244.26 feet; thence leaving said curve and tangent thereto

28) N. 09° 48' 03" E., 197.71 feet to the point of beginning.

The bearings recited in the above described exception are based on the California Coordinate System, Zone 4, North American Datum of 1983. The distances are ground distances.

PARCEL ONE, after subtracting the above described exception, contains 958 acres, more or less.

#### PARCEL TWO:

BEGINNING at a point from which the southerly terminus of course 2 recited as S. 00° 03' 12" E., 115.25 feet in the above described exception parcel bears S. 87° 02' 24" E., 150.00 feet; thence curving

1) Southwesterly on the arc of a circular curve to the right (the center of which bears N. 87° 02' 24" W., 755.04 feet distant) through a central angle of 38° 49' 29" for an arc distance of 511.63 feet; thence leaving said curve but not tangent thereto

2) S. 59° 12' 24" W., 649.97 feet; thence tangentially curving

3) Southwesterly on the arc of a circular curve to the right (the center of which bears N. 30° 47' 36" W., 175.00 feet distant) through a central angle of 25° 50' 52" for an arc distance of 78.95 feet; thence leaving said curve and tangentially curving

4) Northwesterly on the arc of a circular curve to the right (the center of which bears N. 04° 56' 44" W., 525.00 feet distant) through a central angle of 109° 23' 24" for an arc distance of 1002.34 feet; thence leaving said curve and tangentially curving

5) Northwesterly on the arc of a circular curve to the right (the center of which bears S. 75° 33' 20" E., 300.00 feet distant) through a central angle of 34° 33' 33" for an arc distance of 180.95 feet; thence leaving said curve and tangentially curving

6) Northeasterly on the arc of a circular curve to the right (the center of which bears S. 40° 59' 47" E., 600.00 feet distant) through a central angle of 42° 40' 22" for an arc distance of 446.87 feet; thence leaving said curve and tangentially curving

- 7) Southeasterly on the arc of a circular curve to the right (the center of which bears S. 01° 40' 35" W., 150.00 feet distant) through a central angle of 18° 04' 11" for an arc distance of 47.31 feet; thence leaving said curve and tangent thereto
- 8) S. 70° 15' 14" E., 230.59 feet; thence tangentially curving
- 9) Southeasterly on the arc of a circular curve to the left (the center of which bears N. 19° 44' 46" E., 650.00 feet distant) through a central angle of 57° 24' 05" for an arc distance of 651.20 feet; thence leaving said curve but not tangent thereto
- 10) S. 02° 57' 36" W., 142.30 feet to the point of beginning.

CONTAINING an area of 21.91 acres of land more or less.

TOGETHER WITH perpetual easements and rights of way for roads, trails, sidewalks and utilities on, over, through, above and across two separate strips of land 30.00 feet in width, the centerlines of said 30.00 foot wide strips being more particularly described in EASEMENTS A & B below:

EASEMENT A:

Commencing at the Westerly terminus of course 27) described as Northeasterly on the arc of a circular curve to the left (the center of which bears N. 33° 32' 53" W., 300.00 feet distant) through a central angle of 46° 39' 04" for an arc distance of 244.26 feet, in the exception described in PARCEL ONE above; thence Northeasterly on said course, through a central angle of 9° 56' 37" an arc distance of 52.06 feet to the TRUE POINT OF BEGINNING of the herein described centerline;  
THENCE South 11° 14' 19" East 166.89 feet more or less to the Northerly boundary of the above described PARCEL TWO and the END of the herein described centerline.

The sidelines of said 30.00 foot wide strip shall be lengthened or shortened to terminate Northerly on said course 27) and Southerly on the Northerly boundary of said PARCEL TWO.

EASEMENT B:

Commencing at the Easterly terminus of course 20) described as North 32° 42' 06" East 262.98 feet in the exception described in PARCEL ONE above;  
thence along said course South 32° 42' 06" West 45.73 feet to the TRUE POINT OF BEGINNING of the herein described centerline;  
THENCE South 57° 49' 07" East 102.83 feet more or less to the Northwesterly boundary of the above described PARCEL TWO and the END of the herein described centerline.

The sidelines of said 30.00 foot wide strip shall be lengthened or shortened to terminate Northwesterly on said course 20) and Southeasterly on said Northwesterly boundary of PARCEL TWO.

The bearings recited in the above described PARCEL TWO and EASEMENTS A & B are based on the California Coordinate System, Zone 4, North American Datum of 1983. The distances are ground distances.

The above described PARCEL TWO, the EXCEPTION in PARCEL ONE, and EASEMENTS A & B are shown on that certain Record of Survey Map titled "FORT ORD BALLOON RAILROAD SPUR" filed for Record on January 11, 1996 in Volume 19 of Surveys at Page 138 records of said County.

RESERVING UNTO GRANTOR nine (9) perpetual easements to construct, reconstruct, enlarge, operate and maintain drainage facilities over, through, under and across those parcels of land described in the following EASEMENTS numbered 1 through 9.

#### EASEMENT 1:

A strip of land 20.00 feet in width, the centerline of which is described as follows:

Commencing at the Northerly terminus of the course described as  
North 19° 12' 11" East 1257.99 feet, on the Easterly boundary line of the above described PARCEL ONE;  
thence along said Easterly line, Northerly along a tangent curve to the right with a radius of 2914.64 feet, through a central angle of 4° 26' 51", an arc distance of 226.25 feet to the TRUE POINT OF BEGINNING of the herein described centerline;  
THENCE from said TRUE POINT OF BEGINNING, leaving said Easterly line  
North 45° 24' 12" West 332.28 feet to a point designated "A" for description purposes and the END of the herein described centerline.

The sidelines of the above described strip shall be lengthened or shortened to terminate Easterly, on said Easterly line of said PARCEL ONE and Westerly, on a line perpendicular to the above described centerline at said point "A".

#### EASEMENT 2:

A strip of land 30.00 feet in width the centerline of which is described as follows:

Beginning at the above described point designated "A";  
THENCE North 45° 24' 12" West 40.00 feet to the END of the herein described centerline.



The sidelines of the above described strip shall terminate on lines perpendicular to the beginning and end points of the above described centerline.

#### EASEMENT 3:

A strip of land 20.00 feet in width the centerline of which is described as follows:

Commencing at the Northerly terminus of the course described as  
North 06° 59' 36" East 1711.93 feet, on the Easterly boundary line of the above  
described PARCEL ONE;  
thence along said Easterly line, Northerly along a tangent curve to the right with a radius of  
2914.64 feet, through a central angle of 03° 36' 07", an arc distance of 183.23 feet  
to the TRUE POINT OF BEGINNING of the herein described centerline;  
THENCE from said TRUE POINT OF BEGINNING, leaving said Easterly line,  
North 81° 10' 33" West 132.49 feet;  
thence North 26° 43' 23" West 591.52 feet;  
thence North 68° 24' 18" West 908 feet, more or less, to the Mean High Water Line of  
Monterey Bay and the END of the herein described centerline.

The sidelines of said strip of land shall be lengthened or shortened to terminate Easterly,  
on said Easterly boundary line and Westerly, on said Mean High Water Line.

#### EASEMENT 4:

A strip of land 20.00 feet in width, the centerline of which is described as follows:

Commencing at the Southerly terminus of the course described as  
North 19° 12' 11" East 1257.99 feet on the Easterly boundary line of the above  
described PARCEL ONE;  
thence Southerly along said Easterly line, along a tangent curve to the  
left with a radius of 8643.82 feet, through a central angle of 04° 04' 31",  
an arc distance of 614.79 feet to the TRUE POINT OF BEGINNING of the  
herein described centerline;  
THENCE from said TRUE POINT OF BEGINNING, leaving said Easterly boundary,  
North 85° 00' 11" West 415.43 feet to the centerline of the above described  
EASEMENT 3 and the END of the herein described centerline

The sidelines of said strip of land shall be lengthened or shortened to terminate Easterly,  
on said Easterly boundary line and Westerly, on the centerline of the above described  
EASEMENT 3.

#### EASEMENT 5:

A strip of land 20.00 feet in width, the centerline of which is described as follows:

Commencing at the Southerly terminus of the course described as

North 06° 59' 36" East 1711.93 feet on the Easterly boundary line of the above described PARCEL ONE;

thence along said Easterly line North 06° 59' 36" East 24.50 feet to the

TRUE POINT OF BEGINNING of the herein described centerline;

THENCE from said TRUE POINT OF BEGINNING, leaving said Easterly line,

North 88° 17' 39" West 400.00 feet to the END of the herein described centerline.

The sidelines of said strip of land shall be lengthened or shortened to terminate Easterly, on said Easterly boundary line and Westerly, on a line perpendicular to the above described centerline at the END point.

#### EASEMENT 6:

A strip of land 20.00 feet in width, the centerline of which is described as follows:

Commencing at the Southerly terminus of the course described as

North 06° 59' 36" East 1711.93 feet on the Easterly boundary line of the above described PARCEL ONE;

thence along said Easterly line, Southerly along a tangent curve to the left with a radius of 2914.64 feet, through a central angle of 00° 13' 01", an arc distance of 11.04 feet to the TRUE POINT OF BEGINNING of the herein described centerline;

THENCE from said TRUE POINT OF BEGINNING, leaving said Easterly line

North 88° 19' 57" West 136.10 feet;

thence North 57° 18' 18" West 661.71 feet;

thence North 44° 28' 36" West 622.09 feet;

thence South 82° 14' 50" West 541.61 feet;

thence North 72° 24' 00" West 185 feet, more or less, to the Mean High Water Line of Monterey Bay and the END of the herein described centerline.

The sidelines of said strip of land shall be lengthened or shortened to terminate Easterly, on said Easterly boundary line and Westerly, on said Mean High Water Line.

#### EASEMENT 7:

A strip of land 20.00 feet in width, the centerline of which is described as follows:

Commencing at the Southerly terminus of the course described as

North 19° 00' 00" West 820.85 feet on the Easterly boundary line of the above

described PARCEL ONE;  
thence Northerly along said Easterly line North 19° 00' 00" West 79.74 feet to the TRUE  
POINT OF BEGINNING of the herein described centerline;  
THENCE from said TRUE POINT OF BEGINNING, leaving said Easterly line,  
South 81° 32' 48" West 46.26 feet;  
thence North 67° 47' 14" West 147.28 feet;  
thence North 72° 59' 48" West 244.22 feet;  
thence North 54° 04' 14" West 315.67 feet;  
thence North 02° 57' 48" West 932.55 feet;  
thence North 82° 18' 10" West 817.21 feet;  
thence North 52° 04' 44" West 761.00 feet;  
thence North 59° 11' 50" West 236.97 feet;  
thence North 64° 30' 02" West 212 feet, more or less, to the Mean High Water Line of  
Monterey Bay and the END of the herein described centerline.

The sidelines of said strip of land shall be lengthened or shortened to terminate Easterly,  
on said Easterly boundary line and Westerly, on said Mean High Water Line.

#### EASEMENT 8:

A strip of land 20.00 feet in width, the centerline of which is described as follows:

Commencing at the Southerly terminus of the course described as  
North 54° 53' 36" East 1424.24 feet on the Easterly boundary line of the  
above described PARCEL ONE;  
thence along said Easterly line, North 54° 53' 36" East 499.39 feet to the TRUE  
POINT OF BEGINNING of the herein described centerline;  
THENCE from said TRUE POINT OF BEGINNING, leaving said Easterly line,  
North 33° 18' 48" West 72.66 feet;  
thence North 39° 13' 21" West 412.32 feet;  
thence North 54° 06' 41" West 420.13 feet;  
thence North 61° 09' 24" West 418.10 feet;  
thence North 54° 47' 08" West 422.89 feet;  
thence North 22° 14' 58" East 301.71 feet;  
thence North 59° 47' 51" West 359.57 feet;  
thence North 78° 47' 38" West 164 feet, more or less, to the Mean High Water Line  
of Monterey Bay and the END of the herein described centerline.

The sidelines of said strip of land shall be lengthened or shortened to terminate Easterly,  
on said Easterly boundary line and Westerly, on said Mean High Water Line.

#### EASEMENT 9:

A strip of land 20.00 feet in width, the centerline of which is described as follows:  
Commencing at the Westerly terminus of the course described as

North 81° 31' 09" East 283.40 feet on the Southerly boundary line of the above described PARCEL ONE;

thence along said Southerly line North 81° 31' 09" East 84.38 feet to the TRUE POINT OF BEGINNING of the herein described centerline;

THENCE from said TRUE POINT OF BEGINNING, leaving said Southerly line, North 53° 12' 46" West 975 feet, more or less, to the Mean High Water Line of Monterey Bay and the END of the herein described centerline.

The sidelines of said strip of land shall be lengthened or shortened to terminate Easterly, on said Southerly boundary line and Westerly, on said Mean High Water Line.

The bearings and distances recited in the above described EASEMENTS 1 through 9 are based on the California Coordinate System, Zone 4, North American Datum of 1927. To obtain ground level distances, multiply the distances recited in said parcels by 1.000064.

TOGETHER WITH the rights, interests and easements Grantor has to use those certain roadway undercrossing structures located within the following described real property hereinafter identified as UNDERCROSSINGS A and B;

Said structures provide access from lands Easterly of the Easterly sideline of State Highway One as said highway is defined by PARCEL ONE in that certain Easement for Road or Street in the Easement to the State of California recorded June 2, 1976 in Reel 1058 of said Official Records at Page 655, to lands Westerly of the Westerly sideline of lands conveyed to the Southern Pacific Transportation Company by Directors Deed from the State of California recorded June 2, 1976 in Reel 1058 of said Official Records at Page 639. The interests herein conveyed within said PARCEL ONE described in Reel 1058, Page 655, are set forth in Paragraph 15 of the Conditions incorporated therein, to wit:

"...further, the remaining property lying on both sides of said freeway shall be connected together by passage underneath said freeway at Engineer's Station 498+00 (First Street Undercrossing) ...with no right of access to the surface of the traveled way or said freeway".

The portions crossing under the Southern Pacific Parcel, above referenced, fall partially within two easements in favor of the State of California set forth (one) in said Directors Deed recorded in Reel 1058, Page 639 as an exception and reservation and being

described as PART I, for a roadway undercrossing easement, and (two) PART III, a roadway undercrossing easement, as conveyed to the State of California by Easement Deed from Southern Pacific Transportation Company recorded June 14, 1976 in Reel 1061, of said Official Records at Page 466.



thence South 74° 52' 30" West 85.84 feet;  
thence South 51° 32' 26" West 14.15 feet to said Easterly line of the first above described  
PARCEL ONE;  
thence along last said Easterly line North 19° 00' 00" West 50.35 feet to the True Point of  
Beginning.

ALSO TOGETHER WITH the rights, interests and easements the Grantor has to use that  
certain overhead roadway structure located within the following described real property  
hereinafter identified as OVERCROSSING;

Said structure provides access from lands Easterly of the Easterly sideline of State  
Highway One as said highway is defined by PARCEL ONE in that certain Easement for  
Road or Street in the Deed to the State of California recorded June 2, 1976 in Reel 1058 of  
said Official Records at Page 655, to lands Westerly of the Westerly sideline of lands  
conveyed to the Southern Pacific Transportation Company by Directors Deed from the  
State of California recorded June 2, 1976 in Reel 1058 of said Official Records at Page  
639. The interests herein conveyed within said PARCEL ONE described in Reel 1058,  
Page 655, are set forth in Paragraph 15 of the Conditions incorporated therein, to wit:

"...further, the remaining property lying on both sides of said freeway shall be  
connected together ...by passage above said freeway at Engineer's Station 530+88  
(Eighth Street Overcrossing) with no right of access to the surface of the traveled  
way or said freeway".

The portions crossing over the Southern Pacific Parcel above referenced lies within the  
easement in favor of the State of California set forth in said Directors Deed recorded in  
Reel 1058, Page 639 as an exception and reservation and being described as PART III,  
for an overhead roadway structure easement.

#### OVERCROSSING:

A strip of land 65.00 feet in width the Northerly line of which is described as follows:

COMMENCING at the point designated "BB" in the above described PARCEL ONE, said  
point being also the Northerly terminus of Course 26 described in PARCEL I of the  
Quitclaim Deed to the State of California recorded January 21, 1970 on Reel 636,  
Page 593, of said Official Records;  
thence along the Easterly line of said above described PARCEL ONE  
South 6° 59' 36" West 213.10 feet to the True Point of Beginning of this description;  
THENCE leaving said Easterly line South 88° 22' 00" East 319.23 feet to the Easterly  
sideline of State Highway One and the END of the herein described line, said  
sideline being defined by PARCEL ONE in said Easement for Road or Street  
recorded in Reel 1058 of said Official Records at Page 655.

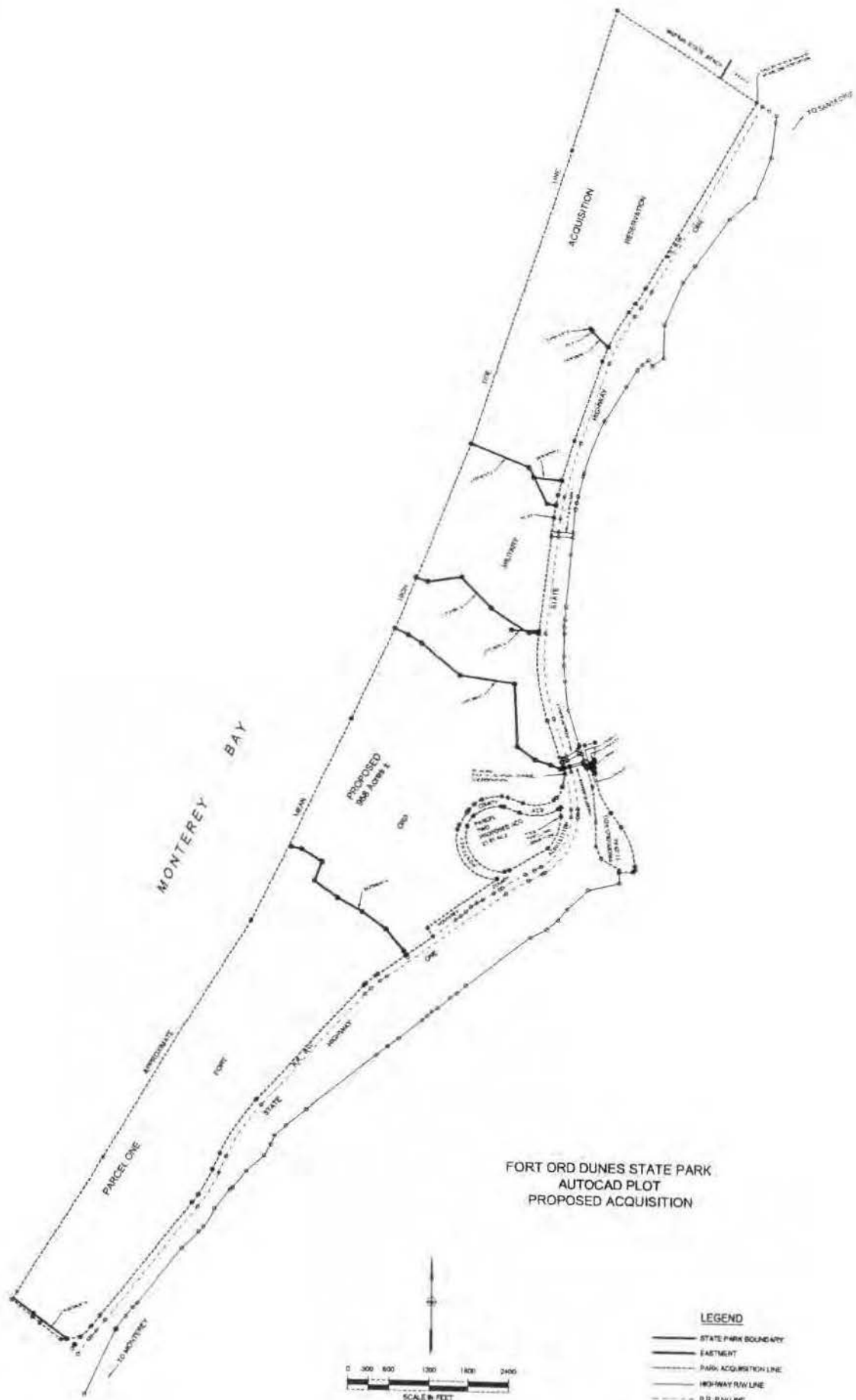
ALSO TOGETHER WITH a perpetual easement and right of way to construct, reconstruct, operate and maintain, roads, trails, sidewalks and utilities on, over, through, above and across the following described parcel of land:

COMMENCING at the Southerly terminus of the course described as  
North 18° 30' 27" West 892.49 feet and numbered 109, on the Easterly boundary of the easement for a right of way granted to the State of California Department of Transportation by the Easement for Road or Street recorded on Reel 1058 at Page 655, Official Records of said County and shown on the map attached thereto;  
Thence along said course North 18° 30' 27" West 51.73 feet to the TRUE POINT OF BEGINNING of the herein described easement parcel;  
THENCE North 59° 24' 06" East 203.00 feet;  
thence North 01° 35' 17" East 237.91 feet;  
thence South 73° 45' 23" West 199.73 feet;  
thence North 88° 08' 20" West 86.05 feet to said Easterly boundary;  
thence along said Easterly boundary South 18° 30' 27" East 303.78 feet to the TRUE POINT OF BEGINNING.

The bearings and distances in the Four (4) above described appurtenances are based on the California Coordinate System, Zone 4, North American Datum of 1927. To obtain ground level distances, multiply the distances recited above by 1.000064.

This property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

JEROME P. KLOPOTEK                      L.S. 4301  
Exp. 6/30/2006



### List of Buildings and Structures

Parcel Number (Acreage)	Recipient	Facility Number(s)
S3.1.1 (477)	California Department of Parks and Recreation	5989
		2066
		2076A – 2076I
		2076J – 2076S
		TR9070
		2019
		922
		924
		914 - 915
		919
		919A
S3.1.3 (22)	California Department of Parks and Recreation	1A99
S3.1.4 (13)	California Department of Parks and Recreation	916

**DEED REQUIREMENTS**  
**CERCLA Notice, Covenant, and Access and Other Provisions**

**I. CERCLA NOTICE**

a. 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 the FOST **Table 6 – Hazardous Substance, Storage, Release and Disposal**, attached hereto and made a part hereof. Additional information regarding the storage, release, and disposal of hazardous substances on the property has been provided to the Grantee, receipt of which the Grantee hereby acknowledges. Such additional information includes, but is not limited to, the Finding of Suitability to Transfer (FOST), Former Fort Ord, California, Track 0 Plug-in C and Track 1 Parcels (August 2005), and FOST Amendment October 2005, and documents referenced therein.

b. 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 the FOST **Table 5 – Environmental Condition of Property**, attached hereto and made a part hereof. Additional information regarding the remedial action taken, if any, has been provided to the Grantee, receipt of which the Grantee hereby acknowledges. Such additional information includes, but is not limited to, the Finding of Suitability to Transfer (FOST), Former Fort Ord, California, Track 0 Plug-in C and Track 1 Parcels (August 2005), FOST Amendment October 2005 and documents referenced therein.

**2. CERCLA COVENANT**

Pursuant to section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)), the United States warrants that -

a. All remedial action necessary to protect human health and the environment with respect to any hazardous substance identified pursuant to section 120(h)(3)(A)(i)(I) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 remaining on the 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.

This warranty shall not apply in any case in which the person or entity to whom the property is transferred is a potentially responsible party with respect to such property. For purposes of this warranty, Grantee shall not be considered a potentially responsible party solely

Encl. 3



due to the presence of a hazardous substance remaining on the property on the date of this instrument, provided the Grantee has not caused or contributed to a release of such hazardous substance.

### **3. RIGHT OF ACCESS**

a. 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)(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, to include the storm water outfall, 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 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.

b. 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.

c. 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.

d. The U.S. Environmental Protection Agency (US EPA) and the California Environmental Protection Agency, Department of Toxic Substances Control (DTSC), and their officers, agents, employees, contractors, and subcontractors will have the right, upon reasonable notice to the Grantee, to enter upon the transferred premises in any case in which a response or

corrective action is found to be necessary, after the date of transfer of the Property, or such access is necessary to carry out a response action or corrective action on adjoining property, including, without limitation, the following purposes:

(1) To inspect field activities of the Grantor and its contractors and subcontractors.

(2) To conduct any test or survey related to environmental conditions at the former Fort Ord or to verify any data submitted to the US EPA or the DTSC by the Grantor relating to such conditions.

#### **4. "AS IS, WHERE IS"**

a. 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 Property. The Grantee understands and agrees that the Property and any part thereof is offered "AS IS, WHERE 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.

b. No warranties, either express or implied, are given with regard to the condition of the Property, including, without limitation, whether the Property does or does not contain asbestos or lead-based paint. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos, lead-based paint, or other conditions on the Property. The failure of the Grantee to inspect or to exercise due diligence to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand against the United States.

c. 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 obligation.

#### **5. HOLD HARMLESS**

a. To the extent authorized by law, the Grantee, its successors and assigns, covenant and agree to indemnify and hold harmless the Grantor, its officers, agents, and employees from (1) any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the notices, use restrictions, and restrictive covenants in this Deed by the Grantee, its successors and assigns, and (2) any and all claims, damages, and judgments arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, or other condition on any portion of the Property after the date of conveyance.

b. The Grantee, its successors and assigns, covenant and agree that the Grantor shall not be responsible for any costs associated with modification or termination of the notices, use restrictions, and restrictive covenants in this Deed, including without limitation, any costs

associated with additional investigation or remediation of asbestos, lead-based paint, or other condition on any portion of the Property.

c. Nothing in this HOLD HARMLESS provision will be construed to modify or negate the Grantor's obligation under the CERCLA Covenant or any other statutory obligation.

## **6. POST-TRANSFER DISCOVERY OF CONTAMINATION**

a. If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Property after the date of conveyance, Grantee, its successors or assigns, shall be responsible for such release or newly discovered substance unless Grantee is able to demonstrate that such release or such newly discovered substance was due to Grantor's activities, use, or ownership of the Property. If the Grantee, its successors or assigns believe the discovered hazardous substance is due to Grantor's activities, use or ownership of the Property, Grantee will immediately secure the site and notify the Grantor of the existence of the hazardous substances, and Grantee will not further disturb such hazardous substances without the written permission of the Grantor.

b. 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, 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.

## **7. AIR NAVIGATION RESERVATION AND RESTRICTIONS**

Monterey Airport and the former Fritzsche Airfield, now known as the Marina Municipal Airport, are in close proximity to the Property. Accordingly, in coordination with the Federal Aviation Administrative, the Grantee covenants and agrees, on behalf of it, its successors and assigns and every successor in interest to the Property herein described, or any part thereof, that, when applicable, 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 1968, as amended.

## **8. ENVIRONMENTAL PROTECTION PROVISIONS**

The Environmental Protection Provisions below are in the FOST, which is attached hereto and made a part hereof. The Grantee shall neither transfer the Property, lease the Property, nor grant any interest, privilege, or license whatsoever in connection with the Property without the inclusion of the Environmental Protection Provisions contained herein, and shall



require the inclusion of the Environmental Protection Provisions in all further deeds, easements, transfers, leases, or grant of any interest, privilege, or license.

## **ENVIRONMENTAL PROTECTION PROVISIONS**

### **1. FEDERAL FACILITIES AGREEMENT**

The Grantor acknowledges that former Fort Ord has been identified as a National Priority List (NPL) Site under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) of 1980, as amended. The Grantee acknowledges that the Grantor has provided it with a copy of the Fort Ord Federal Facility Agreement (FFA) entered into by the United States Environmental Protection Agency (US EPA) Region IX, 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 amendments thereto. The Grantee agrees that should any conflict arise between the terms of the FFA as they presently exist or may be amended, and the provisions of this Deed transfer, the terms of the FFA will take precedence. The Grantee further agrees that notwithstanding any other provisions of this property transfer, the Grantor assumes no liability to the Grantee should implementation of the FFA interfere with their use of the Property. The Grantee, or any subsequent transferee, shall have no claim on account of any such interference against the Grantor or any officer, agent, employee or contractor thereof.

### **2. LAND USE RESTRICTIONS**

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.

a. **Residential Use Restriction.** In accordance with the provisions of Section 5 of the Environmental Protection Provisions of the FOST, the Grantee, its successors and assigns, shall use the Property solely for commercial or industrial activities and not for residential purposes unless the Grantee performs abatement as required under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992). For purposes of this provision, residential use includes, but is not limited to, single family or multi-family residences; childcare facilities; and nursing home or assisted living facilities; and any type of educational purpose for children/young adults in grades kindergarten through 12.

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 Sites 2 and 12 (Sites 2/12) groundwater plume and 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 of the FOST, the Grantee, its successors and assigns shall not access or use 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 CRUP(s). Upon the Grantee's obtaining the approval of the Grantor and, as appropriate, state or federal regulators, or local authorities, the Grantor agrees to record an amendment hereto. This recordation shall be the responsibility of the Grantee and at no additional cost to the Grantor.

d. **Submissions.** The Grantee, its successors and assigns, shall submit any requests to modifications to the above restrictions to Grantor, the US EPA, 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) US EPA: 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: Chief of Northern California Operations  
Office of Military Facilities  
Department of Toxic Substances Control  
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 PRESENCE OF CONTAMINATED GROUNDWATER

Applicable to Parcel S3.1.1:

a. The groundwater beneath portions of the Property is contaminated with volatile organic compounds (VOCs), primarily trichloroethene (TCE). The most recent data available (Annual Report of Quarterly Monitoring, October 2003 through September 2004) indicates that:

(1) Parcel S4.1.1 overlies the Sites 2/12 groundwater plume where the concentration of TCE in groundwater equals or exceeds 5.0 micrograms per liter ( $\mu\text{g/L}$ ). For the Sites 2/12 groundwater plume area the maximum TCE concentration in the groundwater beneath the Property (Parcel S4.1.1) is between 5.0  $\mu\text{g/L}$  and 10  $\mu\text{g/L}$  and depth to groundwater is 68 to 75 feet below ground surface.

(2) Parcels E4.3.1.2, E4.3.2.1, E4.6.1, E4.6.2, E8a.1.1.2, L5.6.1 and L5.6.2 overlie the OU2 groundwater plume where the concentration of TCE in groundwater exceeds 5.0  $\mu\text{g/L}$ . For the OU2 groundwater plume area the maximum TCE concentration in the groundwater beneath the Property (Parcel E4.3.1.2) is 26  $\mu\text{g/L}$  as measured in groundwater extraction well EW-OU2-12A and depth to groundwater is 125 to 175 feet below ground surface.

b. The maximum concentrations of the chemicals of concern (associated with the OU2 and Sites 2/12 groundwater plumes) detected in the groundwater monitoring or extraction wells on the Property (September 2004) are listed below. The quantity released of these compounds is unknown. The OU2 and Sites 2/12 groundwater aquifer cleanup levels (ACLs), presented in the OU2 Fort Ord Landfills Record of Decision (ROD) (July 1994) and Basewide Remedial Investigation Sites ROD (January 1997), are provided for comparison.

Chemicals of Concern in Groundwater and Aquifer Cleanup Levels  
(OU2 and Sites 2/12 Plumes)

Chemical Name	Regulatory Synonym	CASRN*	CRA Waste Number	Parcel	P	ell (EW-OU2)	m Concentrations (µg/L)	Maximu	ACL (µg/L)
Benzene	Benzol	1432	7 019	1 4.3.1.2	E	10-A	0.3		.0
Carbon Tetrachloride	Methane, tetrachloro-	6235	5 211	1			ND		.5
Chloroform	Methane, trichloro-	7663	6 044	1 4.3.1.2	E	12-A	2.3		.0
1,1-Dichloroethane	Ethane, dichloro-	1,1-5343	7 076	1 4.3.1.2	E	10-A	6.9		.0
1,2-Dichloroethane	Ethane, dichloro-	1,2-07062	1 077	1 4.3.1.2	E	10-A	1.5		.5
1,1-Dichloroethene	Ethene, dichloro-	1,1-5354	7 078	1			ND		.0
Cis-1,2-Dichloroethene	Ethene, dichloro(E)	1,2-56605	1 079	1 4.3.1.2	E	10-A	8.9		.0
1,2-Dichloropropane	Propane, dichloro-	1,2-8875	7 083	1 4.3.1.2	E	12-A	1.3		.0
Total Dichloropropene	1,3-dichloro-Propene, 1,3-	42756	5 -	-			ND		.5
Methylene Chloride	Methane, dichloro-	5092	7 080	1			ND		.0
Tetrachloroethene	Ethene, tetrachloro-	27184	1 210	1 4.3.1.2	E	10-A	5.4		.0
Trichloroethene	Ethene, trichloro-	9016	7 228	1 4.3.1.2	E	12-A	26		.0
Vinyl chloride	Ethene, chloro-	5014	7 043	1 4.3.1.2	E	10-A	0.7		.1

\*Chemical Abstract Services Registry Number

### c. Restrictions and Conditions

(1) The property is within the "Prohibition Zone" of the "Special Groundwater Protection Zone." A Covenant to Restrict the Use of Property (CRUP) for the property will be established between the United States Army and the State of California (DTSC and the California Regional Water Quality Control Board, Central Coast Region). The Prohibition Zone encompasses the area overlying or adjacent to the four identified groundwater contamination plumes at the former Fort Ord. The Prohibition Zone is identified on the "Former Fort Ord Special Groundwater Protection Zone Map" (the Map), which is on file with the County of Monterey (the County). County Ordinance No. 04011 prohibits the construction of water wells within the Prohibition Zone.

(2) The Grantee covenants for itself, its successors, and assigns not to access or use 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).

(3) 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 expressed written consent of the Grantor in each case first obtained.

(4) 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.

Applicable to Parcels S3.1.2, S3.1.3, and S3.1.4:

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 US EPA, 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 US EPA, 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 expressed 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.



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

a. The Grantee is hereby notified that due to the former use of the Property as a military installation, the Property may contain munitions and explosives of concern (MEC). The term MEC means specific categories of military munitions that may pose unique explosives safety risks and includes: (1) Unexploded Ordnance (UXO), as defined in 10 U.S.C. § 101(e)(5); (2) Discarded military munitions (DMM), as defined in 10 U.S.C. § 2710(e)(2); or (3) Munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. § 2710(e)(3), present in high enough concentrations to pose an explosive hazard. For the purposes of the basewide Military Munitions Response Program (MMRP) being conducted for the former Fort Ord and these Environmental Protection Provisions, MEC does not include small arms ammunition .50 caliber and below.

b. Portions of the Property were previously used for military training involving military munitions, or for disposal of munitions items. A review of existing records and available information indicates there are ten munitions response sites (MRSs) associated with the Property. Military training on the Property involved only the use of practice and pyrotechnic items that are not designed to cause injury, or military munitions items that do not pose an explosive hazard. Military munitions items were found within materials excavated from a landfill disposal area formerly on the Property; however, this is attributed to disposal activities at the landfill and not training. All landfill disposal areas within the Property have been fully excavated, the landfilled material removed, and the excavated areas backfilled or regraded. The ten MRSs were evaluated and documented in the *Final Track 1 Ordnance and Explosives Remedial Investigation/Feasibility Study, former Fort Ord, California* (Track 1 OE RI/FS) (June 2004) the *Track 1 Plug-In Approval Memorandum, MRS-6 Expansion Area* (May 6, 2005) and, in accordance with the *Record of Decision, No Further Action Related to Munitions and Explosives of Concern – Track 1 Sites; No Further Remedial Action with Monitoring for Ecological Risks from Chemical Contamination at Site 3 (MRS-22)* (Track 1 ROD) (March 2005), no further action related to MEC is required at these ten MRSs.

c. The Grantor represents that, to the best of its knowledge, no MEC is 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. 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 U.S. Military 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.

d. Because the Grantor cannot guarantee that all MEC has 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 ordnance recognition and safety training. For specific Track 1 sites that overlap the Property (MRS-1, MRS-6, (and MRS-6 Expansion Area), MRS-13A, MRS-22, MRS-27Y, MRS-49, MRS-59A, MRS-62, and MRS-

66), the Army recommends construction personnel involved in intrusive operations at these sites attend the Grantor's ordnance recognition and safety training. To accomplish that objective, the Grantor requests notice from the Grantee of planned intrusive activities, and in turn will provide ordnance recognition and safety training to construction personnel prior to the start of intrusive work. The Grantor will provide ordnance recognition and safety refresher training as appropriate. For the Track 1 sites where ordnance recognition and safety training is recommended (MRS-1, MRS-6 (and MRS-6 Expansion Area), MRS-13A, MRS-22, MRS-27Y, MRS-49, MRS-59A, MRS-62, and MRS-66), at the time of the next five-year review (2007), the Grantor will assess whether the education program should continue. If information indicates that no MEC items have been found in the course of development or redevelopment of the site, it is expected that the education program may, with the concurrence of the regulatory agencies, be discontinued, subject to reinstatement if a MEC item is encountered in the future.

e. Easement and Access Rights.

(1) The Grantor reserves a perpetual and assignable right of access on, over, under, 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 this easement and right of access, neither the Grantee nor its successors and assigns, as the case maybe, 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 *Final Track 1 Ordnance and Explosives Remedial Investigation/Feasibility Study (Track 1 OE RI/FS) (June 2004)* and the *Record of Decision, No Further Action Related to Munitions and Explosives of Concern – Track 1 Sites; No Further Remedial Action with Monitoring for Ecological Risks from Chemical Contamination at Site 3 (MRS-22) (Track 1 ROD) (March 2005)*.

## **5. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT**

### Applicable to Parcels S3.1.1, and S3.1.3.

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 (US EPA) 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. Several buildings on the Property have been determined to contain friable asbestos. Detailed information is contained in the referenced survey report. The remaining buildings contain non-friable ACM rated in good condition. The Grantee agrees to undertake any and all asbestos abatement or remediation in the aforementioned buildings that may be required under applicable law or regulation at no expense to the Grantor. The Grantor has agreed to transfer said buildings to the Grantee, prior to remediation or abatement of asbestos hazards, in reliance upon the Grantee's express representation and covenant to perform the required asbestos abatement or remediation of these buildings.

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

d. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its asbestos and ACM content and condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos or ACM hazards or concerns.



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

Applicable to Parcels S3.1.1, S3.1.3, and S3.1.4.

a. The Grantee is hereby informed and does acknowledge that all buildings on Parcels S3.1.1, S3.1.3, and S3.1.4, 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 such property may present 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 Parcels S3.1.1, S3.1.3, and S3.1.4 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 Parcels S3.1.1, S3.1.3, and S3.1.4 where their use subsequent to this conveyance is intended for residential habitation, the Grantee specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992).

c. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its lead-based paint content and condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any lead-based paint hazards or concerns.

## **7. NOTICE OF RARE, THREATENED AND ENDANGERED SPECIES MANAGEMENT**

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, and its successors and assigns to comply with the Installation-Wide Multispecies Habitat Management Plan (HMP), Grantor intends to fulfill its responsibilities under Section 7 of the ESA and to minimize future conflicts between species protection and economic development of portions of the Property.

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 numbered: S3.1.2; and

(2) Habitat reserves within the Development with Reserve Areas or Development with Restrictions Parcels numbered: S3.1.1, S3.1.3, and S4.1.1.

d. Any boundary modifications to the Development with Reserve Areas or Development with Restrictions parcels or the Borderland Development Areas Along NRMA Interface must be approved in writing by the U. S. Fish and Wildlife Service (USFWS) and must maintain the viability of the HMP for permanent species and habitat conservation.

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 requirement 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 unreasonable 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 back to Grantor shall become the property of Grantor and Grantee shall not be entitled to any payment therefore.

(b) In addition to the right of reentry reserved in paragraph a. above, if Grantor (or its assigns), acting through the USFWS or a successor designated agency, determines that Grantee is violating or threatens to violate the provisions of paragraph 8 of this deed 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 8 of this deed 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 reasonable 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.

#### **8. NO LIABILITY FOR NON-ARMY CONTAMINATION**

The Army shall not incur liability for additional response action or corrective action found to be necessary after the date of transfer in any case in which the person or entity to whom the Property is transferred, or other non-Army entities, is identified as the party responsible for contamination of the property.

#### **9. ANTI-DEFICIENCY ACT STATEMENT**

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

FORT ORD  
STORM DRAIN EASEMENT

A parcel of land situate in Rancho Noche Buena, Monterey County, California.

A strip of land of the uniform width of 30' lying 15' on each side of the hereinafter described centerline:

Commencing for reference at record monument 279 as shown on that certain Record of Survey Map recorded on January 11, 1996 in Volume 19 of Surveys at Page 1, Records of Monterey County, California:

Thence from said Monument 279, S. 55° 36' 42"E. 1685.74 to manhole #407 as shown on the above referenced Record of Survey Map and the Point of Beginning of the above mentioned centerline:

Thence N. 87° 44' 34"W. 408.29'

Thence N. 87° 45' 43"W. 468.63'

Thence N. 87° 40' 56" W. 874.64'

Thence S. 65° 41' 15" W. 999.53'

Containing 1.89 acres

ENC 4

RECORDING REQUESTED BY:

U. S. Army Corps of Engineers  
Real Estate Division, ATTN: CESP-K-RE-MC  
1325 J Street  
Sacramento, CA 95814-2922

CERTIFIED COPY OF  
ORIGINAL DOCUMENT  
STEWART TITLE

OCT 18 2006

Time: 8:00 AM  
Series # 0006092246

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control  
Northern California Region  
8800 Cal Center Drive  
ATTN: Anthony J. Landis, P.E.  
Chief of Northern California Operations  
Office of Military Facilities  
Sacramento, CA 95826-3200

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

**COVENANT TO RESTRICT USE OF PROPERTY  
ENVIRONMENTAL RESTRICTION**

Re: This Covenant and Agreement ("Covenant") is for a portion of the former Fort Ord consisting of Parcel S3.1.1 (the "Property"). The Property is described in the Finding of Suitability to Transfer (FOST), Former Fort Ord, California, Track 0 Plug-in C and Track 1 Parcels. The Property lies within a "Special Groundwater Protection Zone" as shown on the Former Fort Ord Special Groundwater Protection Zone Map (Exhibit "A") and defined by Monterey County Ordinance 04011 (Exhibit "B"). The Property, described below and shown on Exhibit "C", is within the jurisdiction of the County of Monterey, California. The Property is in the dunes area of the former Fort Ord west of California State Route 1 and the Union Pacific Railroad. Use of groundwater is prohibited on the Property. Representatives of the State of California and the United States have signed previous Covenants for portions of the former Fort Ord within the Special Groundwater Protection Zone.

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This Covenant is made by and among The United States of America acting by and through the United States Department of the Army (also referred to herein as the "Covenantor"), the current owner of the herein described real property located in the County of Monterey, State of California, shown on Exhibit "C" and described in Exhibit "D", attached hereto and incorporated herein by this reference (the "Property"), the State of California acting by and through the Department of Toxic Substances Control ("Department"), and the Central Coast Regional Water

Quality Control Board ("Regional Water Board").

The Covenantor's statutory authority for transferring this Property is the Defense Base Closure and Realignment Act of 1990 (P.L. 101-510, Title XXIX, Nov. 5, 1990, as amended). The Covenantor intends to transfer the Property to the California Department of Parks and Recreation. As a part of that transfer, the Covenantor will impose separate deed restrictions on the Property, which will be similar to the restrictions contained in this Covenant.

The Department and the Regional Water Board also wish to expedite the transfer of this property to the California Department of Parks and Recreation pursuant to the requirements of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA" 42 USCA § 9601 et seq.), Section 120(h). All of the former Fort Ord facility is subject to the requirements of CERCLA.

Pursuant to California Civil Code Section 1471(c), the Department and the Regional Water Board have determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence of hazardous materials, as defined in the California Health and Safety Code Section 25260(d), in the groundwater, and to protect waters of the state in accordance with California Water Code Division 7.

The Covenantor, the Department and the Regional Water Board, collectively referred to as the "Parties", hereby agree that the use of the Property will be restricted as set forth in this Covenant.

## **ARTICLE I**

### **STATEMENT OF FACTS**

1.01 The Covenantor has conducted remedial investigations at the former Fort Ord under the supervision and authority of the Department, the Regional Water Board and the United States Environmental Protection Agency (U.S. EPA). These remedial investigations identified contaminate plumes in the groundwater underlying the former Fort Ord in four areas, which are designated as Operable Unit 1 (OU1), Operable Unit 2 (OU2), Sites 2 and 12 (Sites 2/12) and Operable Unit Carbon Tetrachloride Plume (OUCTP), collectively referred to as the "Plumes". The groundwater in these four areas is contaminated with volatile organic compounds (VOCs). For OU1, OU2 and Sites 2/12, the primary Contaminant of Concern (COC) is trichloroethylene (TCE). For OUCTP, the primary COC is carbon tetrachloride (CT).

1.02 The maximum estimated concentration of TCE in the groundwater beneath the former Fort Ord is 66 micrograms per liter ( $\mu\text{g/L}$ ) as of September 2005. TCE is known to the State of California ("State") to cause cancer. The State Maximum Contaminant Level (MCL) for TCE is 5  $\mu\text{g/L}$ .

1.03 The maximum estimated concentration of CT in the groundwater beneath the former Fort



Ord is 7.6 µg/L as of September 2005. CT is known to the State to cause cancer. The State MCL for CT is 0.5 µg/L.

1.04 Pursuant to the Fort Ord Federal Facility Agreement, signed by the Parties and the U.S. EPA in 1990, in which the Army agreed to complete the cleanup at Fort Ord, Records of Decision (RODs) were signed by the Parties and the U.S. EPA for OU1, OU2 and Sites 2/12. The OU1, OU2 and Sites 2/12 contaminant plumes are undergoing extraction and treatment pursuant to the RODs. Locations of extraction and injection wells for the treatment systems and the locations of monitoring wells located on the Property are shown in Exhibit "C". The Covenantor and the U.S. EPA will prepare a ROD documenting the decision on remedial action for OUCTP, which will also be reviewed by the Department and the Regional Water Board.

1.05 The Covenantor has prepared and maintains the "Former Fort Ord Special Groundwater Protection Zone Map" (also referred to herein as the "Map" and attached as Exhibit "A"). The Map identifies the "Prohibition Zone," which encompasses the area overlying or adjacent to the Plumes at the former Fort Ord. The Property is located within the Prohibition Zone.

1.06 Monterey County (also referred to herein as the "County") has enacted Ordinance No. 04011 (also referred to herein as the "Ordinance" and attached as Exhibit "B"). The Ordinance prohibits the construction of water wells and acceptance by the County of applications for well construction permits within the Prohibition Zone, as identified on the Map.

1.07 The Property, consisting of Parcel S3.1.1 (approximately 476.785 acres), is more particularly depicted in Exhibit "C" and described in Exhibit "D" as "PARCEL 1 (Fort Ord Project, USA to State, 1/27/2006)". The Property is located on the former Fort Ord, California and within the jurisdiction of the County of Monterey, California. The intended reuse of the Property is as a State Park.

1.08 The estimated minimum depth to groundwater beneath the Property is 53.36 feet below ground surface. As of September 2005, the estimated maximum concentration of TCE in the groundwater beneath the Property was 1.6 µg/L. As of September 2005, CT was not detected in the groundwater beneath the Property.

## ARTICLE II

### DEFINITIONS

2.01 Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.02 Regional Water Board. "Regional Water Board" means the California Regional Water Quality Control Board, Central Coast Region, and includes its successor agencies, if any.

- 2.03 U.S. EPA. "U.S. EPA" means the United States Environmental Protection Agency.
- 2.04 Water Agency. "Water Agency" means the Monterey County Water Resources Agency.
- 2.05 Health Department. "Health Department" means the Monterey County Environmental Health Department.
- 2.06 Covenantor. "Covenantor" means the United States of America acting through the Department of the Army.
- 2.07 Owner. "Owner" means the Covenantor's successors in interest, and their successors in interest, including heirs and assigns, during their ownership of all or any portion of the Property.
- 2.08 Occupant. "Occupant" means Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property after the Covenantor has conveyed the Property.

### ARTICLE III

#### GENERAL PROVISIONS

- 3.01 Restrictions to Run with The Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every Restriction: (a) runs with the land pursuant to Health and Safety Code Sections 25222.1, and 25355.5(a)(1)(c), and Civil Code Section 1471; (b) inures to the benefit of the Department and the Regional Water Board and passes with each and every portion of Property; (c) is for the benefit of, and is enforceable by, the Department and the Regional Water Board; and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.
- 3.02 Binding upon Owners/Occupants. Pursuant to Health and Safety Code Sections 25222.1 and 25355.5(a)(1)(C) and Civil Code Section 1471, this Covenant binds all Owners and Occupants of the Property, and their heirs, successors, and assignees, and their agents, employees, and lessees. Pursuant to Civil Code Section 1471, all successive Owners and Occupants of the Property are expressly bound hereby for the benefit of the Department and the Regional Water Board.
- 3.03 Written Notice of Release of Hazardous Materials. Prior to the sale, lease, or sublease of the Property, or any portion thereof; or the execution of a license or easement on the Property, the owner, lessor, or sublessor shall give the buyer, lessee, or sublessee written notice that hazardous materials are located beneath the Property as required by Health and Safety Code Section 25359.7.

3.04 Accompaniment to Deeds and Leases. This Covenant shall accompany all deeds and leases for any portion of the Property.

3.05 Conveyance of Property. The immediate past Owner shall notify the Department, the Regional Water Board, the Water Agency, and the Health Department not later than thirty (30) days after executing any document conveying any ownership interest in the Property (excluding short-term rentals and leases, mortgages, liens, and other non-possessory encumbrances). None of the above agencies shall have, by reason of this Covenant, authority to approve, disapprove, or otherwise affect any proposed conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

3.06 Costs of Administering this Covenant. The Department has incurred and will in the future incur costs associated with the administration of this Covenant. Pursuant to California Code of Regulations, title 22, section 67391.1(h), the Department's costs associated with the administration of this Covenant must be paid. In order to accomplish this, the State intends to enter into an agreement with the State Department of Parks and Recreation to pay the State's costs. The agreement will provide that the Department's costs associated with administering this Covenant will be paid by State Department of Parks and Recreation or a successor. In the event that the Department's costs associated with administering this Covenant are not paid pursuant to the agreement, the costs shall be paid by the current Owner.

## ARTICLE IV

### RESTRICTIONS

4.01 Prohibited Activities. The following activities are prohibited on the Property:

- (a) Construction of groundwater wells for injection or extraction and utilization, and
- (b) Any other activity on the Property that would interfere with or adversely affect the groundwater remediation systems on the Property or result in the creation of a groundwater recharge area (e.g., unlined surface impoundments or disposal trenches). Normal landscaping and irrigation activities within the Property including routine irrigation practices are not prohibited activities.

4.02 Notification of Discovery of Activities Affecting Groundwater Systems. The Owner or Occupant shall notify the Department, the Regional Water Board, the Water Agency, the Health Department, U.S. EPA, and the Covenantor of the discovery of any activities conducted by the Owner or Occupant interfering with or adversely affecting any groundwater extraction, treatment, or monitoring installation for the Property. The Owner or Occupant shall provide the notification in accordance with Section 7.04 within seven (7) working days after the discovery of the activity and shall include information regarding the type of activity, date of the activity, and location of the activity on the Property.

4.03 Access. The Department, the Regional Water Board, Covenantor, and their contractors and agents shall have reasonable right-of-entry and access to the Property for inspection, monitoring, testing, sampling, installation and monitoring of remedial systems, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department and the Regional Water Board in order to protect the public health and safety or the environment and oversee any required activities.

## ARTICLE V

### IMPLEMENTATION AND ENFORCEMENT

5.01 Implementation. Implementation of this Covenant shall be achieved by:

- (a) Continued updating of the Map by the Covenantor in consultation with the Department, the Regional Water Board and the U.S. EPA.
- (b) Implementation and enforcement of the Ordinance by the County.
- (c) Covenantor's annual review of the Property with an annual letter report to the Department and the Regional Water Board summarizing, for the previous calendar year, the following:
  1. Any changes to the Map in the previous calendar year;
  2. Any significant changes to the Plumes as described by regular groundwater monitoring reports;
  3. The disposition of well permit applications submitted to the County for proposed well locations on the Property; and
  4. Any prohibited activities, as described in Section 4.01 of this Covenant, observed by or reported to the Covenantor during the course of the review.

5.02 Enforcement. Failure of the Owner or Occupant to comply with any of the Restrictions specifically applicable to it shall be grounds for the Department or the Regional Water Board, by reason of this Covenant, to require that the Owner or Occupant modify or remove any improvements ("Improvements" herein shall include, but are not limited to, all buildings, roads, driveways, and paved parking areas, water wells, and surface impoundments) constructed or placed upon any portion of the Property in violation of this Covenant. Violation of this Covenant shall be grounds for the Department or the Regional Water Board to file civil or criminal actions against the Owner or Occupant as provided by law.

## ARTICLE VI

### VARIANCE, TERMINATION AND TERM

6.01 Variance. The Covenantor, any Owner or, with the Owner's written consent, any Occupant of the Property, may apply to the Department for a written variance from the provisions

of this Covenant. Such application shall be made in accordance with California Health and Safety Code Section 25233. The Department shall receive the concurrence of the Regional Water Board, with an opportunity to comment by U.S. EPA and the Covenantor, before any such variance is effective.

6.02 Termination. The Covenantor, any Owner and/or, with the Owner's written consent, any Occupant of the Property, or any portion thereof, may apply to the Department for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with California Health and Safety Code Section 25234. The Department shall receive the concurrence of the Regional Water Board, with an opportunity to comment by U.S. EPA and the Covenantor, before any such termination is effective.

6.03 Term. Unless ended in accordance with the termination paragraph above, by law, or by the Department and the Regional Water Board in the exercise of their discretion, this Covenant shall continue in perpetuity.

## ARTICLE VII

### MISCELLANEOUS

7.01 No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02 State of California References. All references to the State of California, the Department, and the Regional Water Board include successor agencies/departments or other successor entity(ies) and delegated agencies.

7.03 Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Monterey within ten (10) days of the Covenantor's receipt of a fully executed original and prior to transfer of the Property from the Department of the Army to another Owner.

7.04 Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Covenantor: Director, Fort Ord Office  
Army Base Realignment and Closure  
P.O. Box 5008  
Presidio of Monterey, CA 93944-5008

To Department: Chief of Northern California Operations  
Office of Military Facilities  
Department of Toxic Substances Control  
8800 Cal Center Drive  
Sacramento, CA 95826-3200

To Regional Water Board: Executive Officer  
California Regional Water Quality Control Board  
Central Coast Region  
895 Aerovista Place, Suite 101  
San Luis Obispo, CA 93401-7906

To U.S. EPA: 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

To Water Agency: General Manager  
Monterey County Water Resources Agency  
893 Blanco Circle  
Salinas, CA 93901-4455

To Health Department: Chief, Environmental Health Division  
Monterey County Health Department  
1270 Natividad Road  
Salinas, CA 93906-3122

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

7.05 Partial Invalidity. If any provision of this Covenant is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.06 Exhibits. All exhibits referenced in this Covenant are deemed incorporated into this Covenant by reference.

7.07 Section Headings. The section headings set forth in this Covenant are included for

CRUP: Special Groundwater Protection Zone – Prohibition Zone, FOST – Track 0 Plug-in C, Track 1 and Track 1 Plug-in Parcels (FOST 9)  
California Department of Parks and Recreation Group Parcel S3.1.1

convenience and reference only and shall be disregarded in the construction and interpretation of any of the provisions of this Covenant.

7.08 Statutory References. All statutory references include successor provisions.

7.09 Representative Authority. The undersigned representative of each party to this Covenant certifies that he or she is fully authorized to enter into the terms and conditions of this Covenant and to execute and legally bind that party to this Covenant.

{Signatures follow}

Seal of the Department of the Army to be hereunto affixed this 20<sup>th</sup> day of September, 2006.

Joseph W. White

Deputy Assistant Secretary of the Army for Installations and Housing

## )

)SS

(

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, County of Arlington, whose commission as such expires on the 31<sup>st</sup> day of March, 2010, do hereby certify that on this day personally appeared before me in the said Commonwealth of Virginia, County of Arlington, Joseph W. Whitaker, Deputy Assistant Secretary of the Army for Installations and Housing, whose name is signed to the foregoing instrument and acknowledged the foregoing instrument to be his free act and deed, dated the 29<sup>th</sup> day of September, 2006, and acknowledges the same for and on behalf of the UNITED STATES OF AMERICA.

Given under my hand this 29<sup>th</sup> day of September, 2006.

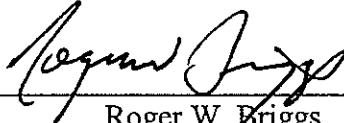
*Elizabeth Mitchell*  
NOTARY PUBLIC





IN WITNESS WHEREOF, the CENTRAL COAST REGIONAL WATER QUALITY CONTROL BOARD, STATE OF CALIFORNIA has caused these presents to be executed on this 23 day of FEBRUARY, 2006.

**CENTRAL COAST REGIONAL WATER QUALITY CONTROL BOARD**



Roger W. Briggs  
Executive Officer

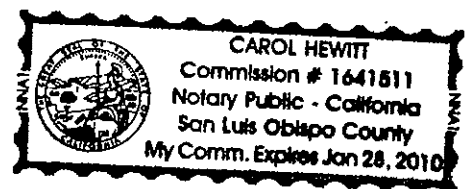
**ACKNOWLEDGMENT**

STATE OF CALIFORNIA            )  
  )ss  
COUNTY OF SAN LUIS OBISPO    )

I, the undersigned, a Notary Public in and for the State of California, County of San Luis Obispo, whose commission as such expires on the 28 day of JANUARY, ~~2006~~ <sup>2010</sup>, do hereby certify that on this day personally appeared before me in the said State of California, County of San Luis Obispo, Roger W. Briggs, Executive Officer, whose name is signed to the foregoing document dated the 22 day of FEBRUARY, ~~2006~~ <sup>2005</sup>, and acknowledges the same for and on behalf of the Department of Toxic Substances Control.

Given under my hand this 23 day of FEBRUARY, 2006.

  
NOTARY PUBLIC



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of

SAN LUIS OBISPO

SS.

On FEBRUARY 23, 2006 before me,

CAROL HEWITT, Notary Public

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

ROGER W. BRIGGS

Name(s) of Signer(s)

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Carol Hewitt  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

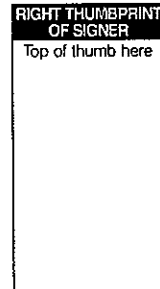
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

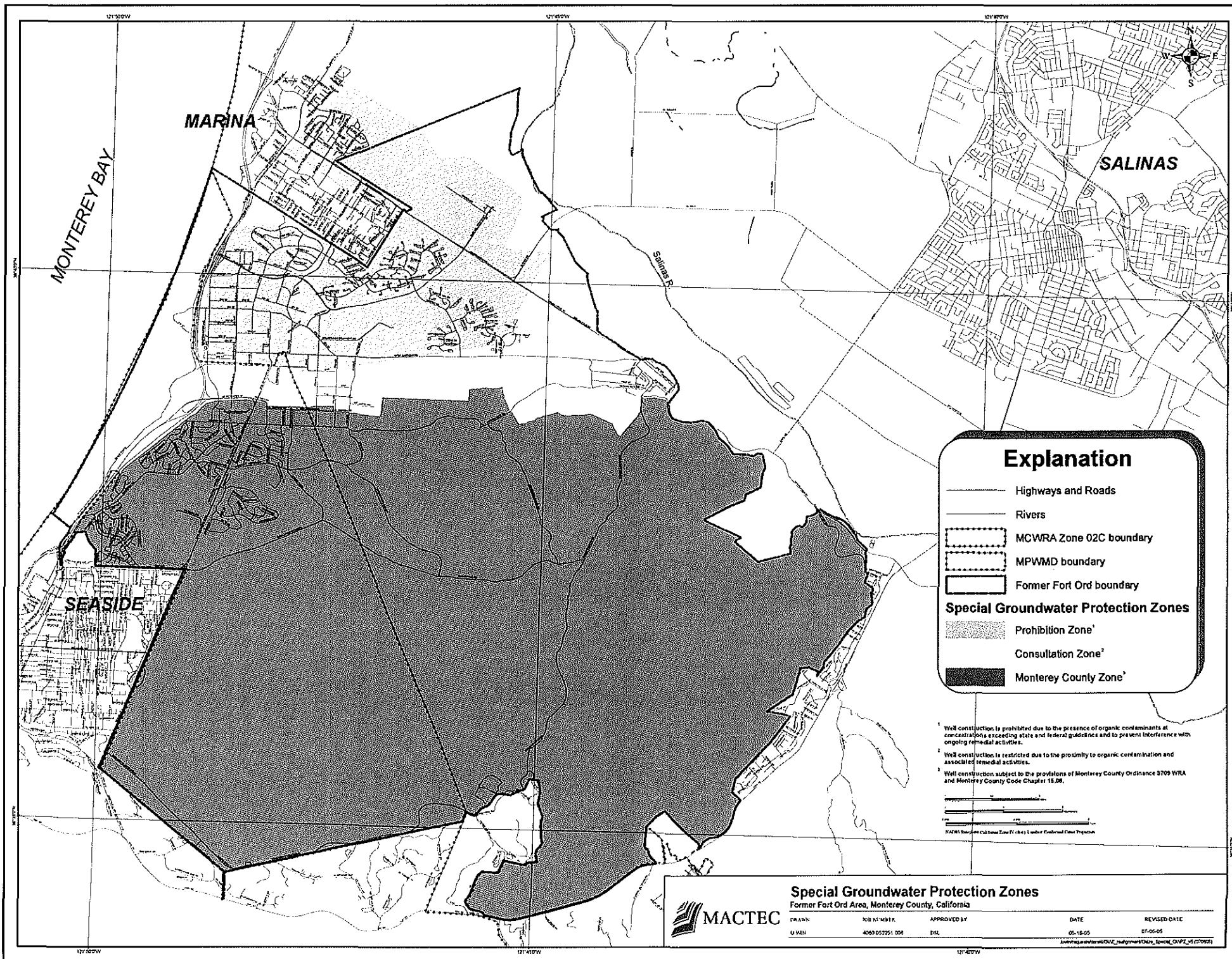
Signer Is Representing: \_\_\_\_\_



## **EXHIBIT "A"**

Former Fort Ord Special Groundwater Protection Zone Map

## **EXHIBIT A**



## **EXHIBIT "B"**

Monterey County Ordinance 04011, which prohibits pumping and use of the groundwater and defines the "Special Groundwater Protection Zone".

## **EXHIBIT B**

ORDINANCE NO. 04011

AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, PROHIBITING AND/OR REGULATING THE DRILLING OF NEW WATER WELLS IN IDENTIFIED AREAS OF THE COUNTY LOCATED ON THE FORMER FORT ORD MILITARY BASE; AND ADDING AN INDEMNIFICATION AND HOLD HARMLESS PROVISION APPLICABLE WITHIN SPECIAL GROUNDWATER PROTECTION ZONE AREAS FOR AREAS WHERE GROUNDWATER PROBLEMS ARE KNOWN TO EXIST TO CHAPTER 15.08, TITLE 15, OF MONTEREY COUNTY CODE.

COUNTY COUNSEL SUMMARY

*This Ordinance takes effect 30 days after adoption to prohibit and/or regulate the approval of any ministerial development entitlements in a defined area of the County of Monterey within the boundaries of the former Fort Ord due to groundwater contamination constraints. This Ordinance amends the depth of "well" or "water well" The Ordinance prohibits the construction of water wells and precludes acceptance of applications for well construction permits within a zone of prohibition and further requires special evaluation by appropriate authorities for wells within a consultation zone around the contaminant plumes. The Ordinance also contains an indemnification and hold harmless provision for special groundwater protection zone areas where groundwater quality problems are known to exist.*

THE BOARD OF SUPERVISORS OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ORDAINS AS FOLLOWS:

SECTION 1. Subsection A.15 of of Section 15.08.020 of Chapter 15.08 of Title 15, of the Monterey County Code, shall be amended to read as follows:

"Well" or "water well" means any artificial excavation constructed by any method for the purpose of extracting water from, or injecting water into, the underground. "Well" includes abandoned wells, monitoring wells, observation wells, cathodic protection wells, test wells, and dry wells. In the Former Fort Ord Special Groundwater Protection Zone, "Well" shall include geotechnical borings greater than 50 feet in depth. "Well" or "water well" does not include:



- a. Oil and gas wells, or geothermal wells constructed under the jurisdiction of the Department of Conservation, except those wells converted to use as water wells; or
- b. Wells used for the purpose of dewatering excavation during construction, or stabilizing hillsides or earth embankments.

SECTION 2. Subsection C of Section 15.08.140 of Chapter 15.08 of Title 15, of the Monterey County Code shall be added to read as follows:

C. In areas overlying or adjacent to the contaminant plumes on the former Fort Ord (Prohibition Zone), water well construction shall be prohibited and no application for a ministerial well permit shall be accepted for any real properties within the Prohibition Zone area. The Prohibition Zone area is identified on the former Fort Ord, Special Ground Water Protection Zone Map, prepared and maintained by the United States Army and on file in the County of Monterey, Department of Health. This map will be updated as determined by the Fort Ord Base Realignment and Base Closure Team (BCT). The BCT consists of representatives of the U.S. Army, U.S. Environmental Protection Agency, California Department of Toxic Substances Control, and the California Regional Water Control Board, Central Coast Region. Whether or not the location of a proposed well is within the territory subject to this prohibition shall be determined by the Health Officer in consultation with the BCT in accordance with the map on file in the Department of Health.

This prohibition shall not apply to monitoring wells constructed for groundwater quality monitoring and to wells constructed for the purpose of remediation of the contaminant plumes.

SECTION 3. Subsection D of Section 15.08.140 of Chapter 15.08 of Title 15, of the Monterey County Code shall be added to read as follows:

D. In areas where groundwater extraction may impact or be impacted by the contaminated plumes on the former Fort Ord (Consultation Zone), well construction shall be subject to special review, evaluation, conditions of construction, and possibly prohibition against drilling. The Consultation Zone area is identified on the former Fort Ord, Special Ground Water Protection Map. Whether or not the location of a proposed well is within the consultation zone area shall be determined by the Health Officer in consultation with the BCT in accordance with the map on file in the Department of Health.

The applicant will be responsible to provide all such information necessary to determine potential impacts, including but not limited to design specifications, anticipated uses, perforation levels, pumping and production schedules, and a plume impact modeling report.

Applications will be deemed complete or incomplete within 30 days from the date of receipt. Any permits issued shall be subject to conditions of approval regarding construction and use. If permit approval is appropriate, as determined by the Health Officer, such permit will be issued within 30 days of submittal of a complete application, or as soon thereafter as reasonably practicable.

This Consultation Zone restriction shall not apply to monitoring wells constructed for groundwater quality or quantity monitoring, or to wells constructed for the purpose of remediation of the contaminant plumes.

SECTION 4. Subsection E of Section 15.08.140, of Chapter 15.08 of Title 15, of the Monterey County Code, shall be added to read as follows:

E. Each permit issued pursuant to this Section shall have as a condition of the permit approval, a requirement that the applicant indemnify and hold harmless the County and its officers, agents, and employees from actions or claims of any description brought on account of any injury or damages sustained by any person or property resulting from the issuance of the permit and the conduct of the activities authorized under said permit.

SECTION 5. EFFECTIVE DATE.

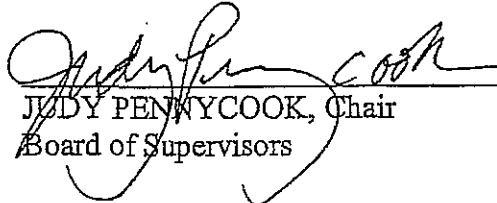
This Ordinance will be in effect 30 days after adoption by the Board of Supervisors.

PASSED AND ADOPTED this 27th day of April, 1999, by the following vote:

AYES: Supervisors Salinas, Pennycook, and Calcagno.

NOES: None.

ABSENT: Supervisors Johnsen and Potter.

  
JUDY PENNYCOOK, Chair  
Board of Supervisors

ATTEST:

\_\_\_\_\_  
Sally R. Reed  
Clerk of the Board

By 

APPROVED AS TO FORM:

By \_\_\_\_\_  
County Counsel

## **EXHIBIT "C"**

Plate showing the locations of parcels to be restricted by this covenant, the locations of monitoring wells within the parcels, and extraction and injection wells within the Prohibition Zone and the Consultation Zone of the Special Groundwater Protection Zone.

## **EXHIBIT C**



## **EXHIBIT "D"**

Legal descriptions and records of survey of the parcels restricted by this covenant.

Notes to Exhibit D:

1. The legal description (Fort Ord Project, USA to State, 1/27/2006) contains descriptions for "PARCEL ONE" and "PARCEL TWO". PARCEL ONE contains Parcel S3.1.1 (see Exhibit C), which is the only parcel restricted by this Covenant.
2. The record of survey (FORT ORD PROJECT, PROPOSED ACQUISITION FROM UNITED STATES OF AMERICA) is for all parcels to be acquired by California Department of Parks and Recreation. Parcel S3.1.1 is within the area of PARCEL ONE, which is described on Sheets 1 through 3.

## **EXHIBIT D**

All those portions of the Fort Ord Military Reservation in Tract No. 1 of the City Lands of Monterey and the Rancho Noche Buena, County of Monterey, State of California, more particularly described as follows:

PARCEL ONE:

Commencing at the Southeasterly corner of the parcel of land conveyed to the State of California by Deed recorded August 12, 1942 in Volume 775 at Page 125, Official Records of said County, said corner being also a point on the Northerly boundary line of the Fort Ord Military Reservation, said point is marked with a six inch diameter iron pipe with cap stamped "RE 515" according to that certain Record of Survey Map recorded September 7, 1994 in Volume 19 of Surveys at Page 1, Records of said County;

thence along said Northerly boundary line

North 57° 28' 41" West 220.06 feet to a point on the Westerly boundary line of the lands of the Southern Pacific Transportation Company, said point also being on the Southerly boundary line of the Subdivision shown on that certain map titled "Map of Locke-Paddon Company's Bayside Subdivision of Monterey City Lands", filed on February 8, 1916 in Volume 2 of Maps and Ranches and Outside Lands at Page 15, Records of said County, said point also being the TRUE POINT OF BEGINNING of the herein described parcel;

THENCE from said TRUE POINT OF BEGINNING along the Northerly boundary line of said Fort Ord and the Southerly boundary line of said Subdivision, North 57° 28' 41" West 2,433 feet, more or less, to the Mean High Water Line of the Bay of Monterey;

thence leaving the common boundary line of said Fort Ord and said Subdivision, Southerly along said Mean High Water Line 21,100 feet, more or less, to a point which bears North 51° 11' 54" West from corner number 11, being a one inch outside diameter iron pipe with plastic plug stamped "RCE 15310" marking the Southerly boundary line of said Fort Ord as shown on said Record of Survey Map recorded in Volume 19 of Surveys at Page 1;

thence leaving said Mean High Water Line, along the Southerly boundary line of said Fort Ord, South 51° 11' 54" East 394 feet, more or less, to said one inch iron pipe;

thence continuing along said Southerly boundary line,

South 51° 11' 54" East 139.76 feet to a one inch outside diameter iron pipe with plastic plug stamped "RCE 15310";

thence continuing along said Southerly boundary line

South 51° 11' 54" East 380.67 feet to a one inch outside diameter iron pipe with plastic plug stamped "RCE 15310";

thence continuing along said Southerly boundary line,

North 81° 31' 09" East 283.40 feet to the Westerly boundary line of the lands granted to the Southern Pacific Transportation Company by Director's Deed recorded June 21, 1976 on Reel 1058 at Page 639, Official Records of said County, said Westerly boundary being more particularly described in PARCEL III of the



Quitclaim Deed to the State of California recorded January 21, 1970 on Reel 636 at Page 593, Official Records of said County, said point being marked with a one inch outside diameter iron pipe with plastic plug stamped "RCE 15310";

thence along the Westerly boundary of said Southern Pacific Transportation Company lands according to said Deed recorded on Reel 1058 at Page 639 and more particularly described in PARCELS II and III of said Quitclaim Deed recorded on Reel 636 at Page 593, North 42° 35' 35" East 218.94 feet;

thence Northeasterly, from a tangent which bears North 41° 06' 28" East, along a curve to the left with a radius of 5679.23 feet, through a central angle of 02° 05' 47", an arc distance of 207.80 feet;

thence North 39° 00' 41" East 2168.75 feet;

thence along a tangent curve to the left with a radius of 2241.73 feet, through a central angle of 14° 32' 23", an arc distance of 568.88 feet;

thence North 24° 28' 18" East 259.98 feet to the most Northerly corner of said PARCEL II;

thence continuing along the Westerly boundary of the lands of the Southern Pacific Transportation Company as described in the Deed to the Monterey Railroad Company recorded May 6, 1880 in Volume Z of Deeds at Page 472 and in the Deed to the Monterey Railroad Company recorded June 10, 1889 in Volume 23 of Deeds at Page 351, Records of said County, and as shown on sheet numbers 5 through 9 of the map titled "Right of Way Map Thru Fort Ord" prepared for State Highway Number One by the State of California, Department of Public Works, Division of Highways-District 5, and also shown on said map recorded in Volume 19 of Surveys at Page 1, along a tangent curve to the right with a radius of 2914.75 feet, through a central angle of 18° 29' 05", an arc distance of 940.35 feet;

thence North 42° 57' 23" East 2320.93 feet;

thence North 45° 21' 23" East 41.06 feet;

thence along a tangent curve to the right with a radius of 1482.38 feet, through a central angle of 07° 08' 13", an arc distance of 184.65 feet;

thence North 52° 29' 36" East 41.12 feet;

thence North 54° 53' 36" East 1424.24 feet;

thence North 53° 10' 32" East 100.05 feet;

thence North 48° 03' 01" East 100.72 feet;

thence North 45° 48' 11" East 101.27 feet;

thence North 54° 19' 13" East 100.01 feet;

thence North 61° 44' 11" East 100.72 feet;

thence North 59° 10' 55" East 200.56 feet;

thence North 57° 45' 23" East 100.13 feet;

thence North 54° 53' 36" East 44.31 feet to the Southwest corner of a parcel of land conveyed to the Southern Pacific Transportation Company by said Deed recorded on Reel 1058 at Page 639, and more particularly described in PARCEL I of said Quitclaim Deed recorded on Reel 636 at Page 593;

thence continuing along the Westerly boundary of the lands of said Southern Pacific Transportation Company as described in said PARCEL I, Northeasterly along a tangent curve to the right with a radius of 2914.64 feet, through a central angle of 07° 43' 19", an arc distance of 392.82 feet;

thence North 62° 36' 55" East 140.35 feet;  
 thence North 61° 25' 57" East 116.84 feet;  
 thence Northeasterly, from a tangent which bears North 59° 00' 55" East, along a curve to the left with a radius of 904.98 feet, through a central angle of 56° 03' 26", an arc distance of 885.42 feet;  
 thence North 00° 03' 19" West 115.24 feet;  
 thence Northerly, from a tangent which bears North 02° 26' 31" West, along a curve to the left with a radius of 1859.79 feet, through a central angle of 16° 33' 29", an arc distance of 537.47 feet to a point designated "AA" for the purposes of this description;  
 thence North 19° 00' 00" West 820.85 feet;  
 thence along a tangent curve to the right with a radius of 2914.64 feet, through a central angle of 25° 59' 36", an arc distance of 1322.28 feet;  
 thence North 06° 59' 36" East 1711.93 feet to a point designated "BB" for the purposes of this description;  
 thence along a tangent curve to the right with a radius of 2914.64 feet, through a central angle of 06° 37' 59", an arc distance of 337.42 feet to a point of compound curvature;  
 thence continuing along a curve to the right with a radius of 8643.82 feet, through a central angle of 05° 34' 36", an arc distance of 841.31 feet;  
 thence North 19° 12' 11" East 1257.99 feet;  
 thence along a tangent curve to the right with a radius of 2914.64 feet, through a central angle of 16° 14' 41", an arc distance of 826.37 feet;  
 thence North 35° 26' 52" East 157.07 feet;  
 thence along a tangent curve to the left with a radius of 2814.64 feet, through a central angle of 05° 25' 24", an arc distance of 266.42 feet to the Northwest corner of said PARCEL I;  
 thence continuing along the Westerly boundary of the lands of said Southern Pacific Transportation Company as described in said Deed recorded in Volume Z of Deeds at Page 472 and shown on sheets 15 and 16 of said map titled "Right of Way Map Thru Fort Ord" and on sheet 2 of the map titled "Right of Way Map Marina Bike Path" prepared by said State of California, Division of Highways-District 5 and also on said map recorded in Volume 19 of Surveys at Page 1,  
 North 30° 01' 28" East 3220.73 feet, more or less, to the TRUE POINT OF BEGINNING of the herein described parcel.

The bearings and distances recited in the above description are based on the California Coordinate System, Zone 4, North American Datum of 1927. To obtain ground level distances, multiply the distances recited above by 1.000064.

EXCEPTING THEREFROM ALL THAT PORTION THEREOF described as follows:

BEGINNING at a point on the westerly boundary line of the Southern Pacific Railroad R/W is shown and so designated as point number 39 of Parcel 2 on said map recorded in

Volume 19 of Surveys at Page 1, Records of Monterey County, California, from which a found 1" iron pipe with a plastic plug stamped "D.O.T. R W" standing on the easterly boundary line of the Southern Pacific Railroad R/W is shown and so designated as point number 272 of Parcel 1 on said map recorded in Volume 19 of Surveys at Page 1, Records of Monterey County, California, bears N. 71° 00' 07" E., 100.00 feet, thence from said point of beginning and along the westerly boundary line of said Southern Pacific Railroad R/W curving

- 1) Southwesterly on the arc of a circular curve to the right (the center of which bears S. 71° 00' 07" W., 1859.91 feet distant) through a central angle of 16° 33' 29" for an arc distance of 537.50 feet; thence leaving said curve but not tangent thereto
- 2) S. 00° 03' 12" E., 115.25 feet; thence curving but not tangentially
- 3) Southwesterly on the arc of a circular curve to the right (the center of which bears N. 87° 02' 24" W., 905.04 feet distant) through a central angle of 56° 03' 26" for an arc distance of 885.47 feet; thence leaving said curve but not tangent thereto
- 4) S. 61° 26' 04" W., 116.85 feet; thence
- 5) S. 62° 37' 02" W., 140.36 feet; thence curving tangentially
- 6) Southwesterly on the arc of a circular curve to the left (the center of which bears S. 27° 22' 58" E., 2914.83 feet distant) through a central angle of 7° 43' 19" for an arc distance of 392.84 feet; thence leaving said curve but not tangent thereto
- 7) S. 54° 57' 41" W., 44.37 feet; thence
- 8) S. 57° 44' 29" W., 100.13 feet; thence
- 9) S. 59° 10' 01" W., 200.56 feet; thence
- 10) S. 61° 43' 17" W., 100.72 feet; thence
- 11) S. 54° 18' 49" W., 100.01 feet; thence
- 12) S. 45° 47' 47" W., 101.27 feet; thence
- 13) S. 48° 02' 37" W., 100.72 feet; thence
- 14) S. 53° 10' 08" W., 100.05 feet; thence
- 15) S. 54° 53' 12" W., 430.32 feet; thence leaving the said westerly boundary line of the Southern Pacific Railroad R/W
- 16) N. 35° 06' 48" W., 150.00 feet; thence
- 17) N. 54° 53' 12" E., 1284.41 feet; thence curving but not tangent thereto
- 18) Northwesternly on the arc of a circular curve to the right (the center of which bears N. 02° 23' 35" W., 585.00 feet distant) through a central angle of 105° 47' 41" for an arc distance of 1080.18 feet; thence leaving said curve and tangentially curving
- 19) Northeasterly on the arc of a circular curve to the right (the center of which bears S. 76° 35' 54" E., 200.00 feet distant) through a central angle of 19° 18' 00" for an arc distance of 67.37 feet; thence leaving said curve and tangent thereto
- 20) N. 32° 42' 06" E., 262.98 feet; thence
- 21) N. 43° 15' 42" E., 117.56 feet; thence curving tangentially
- 22) Northeasterly on the arc of a circular curve to the right (the center of which bears S. 46° 44' 18" E., 300.00 feet distant) through a central angle of 25° 11' 37" for an arc distance of 131.91 feet; thence leaving said curve and tangentially curving

23) Easterly on the arc of a circular curve to the right (the center of which bears S. 21° 32' 41" E., 750.00 feet distant) through a central angle of 23° 13' 16" for an arc distance of 303.96 feet; thence leaving said curve and tangentially curving

24) Southeasterly on the arc of a circular curve to the right (the center of which bears S. 01° 40' 35" W., 300.00 feet distant) through a central angle of 18° 04' 11" for an arc distance of 94.61 feet; thence leaving said curve and tangent thereto

25) S. 70° 15' 14" E., 230.59 feet; thence curving tangentially

26) Southeasterly on the arc of a circular curve to the left (the center of which bears N. 19° 44' 46" E., 500.00 feet distant) through a central angle of 53° 17' 39" for an arc distance of 465.08 feet; thence leaving said curve and tangentially curving

27) Northeasterly on the arc of a circular curve to the left (the center of which bears N. 33° 32' 53" W., 300.00 feet distant) through a central angle of 46° 39' 04" for an arc distance of 244.26 feet; thence leaving said curve and tangent thereto

28) N. 09° 48' 03" E., 197.71 feet to the point of beginning.

The bearings recited in the above described exception are based on the California Coordinate System, Zone 4, North American Datum of 1983. The distances are ground distances.

PARCEL ONE, after subtracting the above described exception, contains 958 acres, more or less.

#### PARCEL TWO:

BEGINNING at a point from which the southerly terminus of course 2 recited as S. 00° 03' 12" E., 115.25 feet in the above described exception parcel bears S. 87° 02' 24" E., 150.00 feet; thence curving

1) Southwesterly on the arc of a circular curve to the right (the center of which bears N. 87° 02' 24" W., 755.04 feet distant) through a central angle of 38° 49' 29" for an arc distance of 511.63 feet; thence leaving said curve but not tangent thereto

2) S. 59° 12' 24" W., 649.97 feet; thence tangentially curving

3) Southwesterly on the arc of a circular curve to the right (the center of which bears N. 30° 47' 36" W., 175.00 feet distant) through a central angle of 25° 50' 52" for an arc distance of 78.95 feet; thence leaving said curve and tangentially curving

4) Northwesterly on the arc of a circular curve to the right (the center of which bears N. 04° 56' 44" W., 525.00 feet distant) through a central angle of 109° 23' 24" for an arc distance of 1002.34 feet; thence leaving said curve and tangentially curving

5) Northwesterly on the arc of a circular curve to the right (the center of which bears S. 75° 33' 20" E., 300.00 feet distant) through a central angle of 34° 33' 33" for an arc distance of 180.95 feet; thence leaving said curve and tangentially curving

6) Northeasterly on the arc of a circular curve to the right (the center of which bears S. 40° 59' 47" E., 600.00 feet distant) through a central angle of 42° 40' 22" for an arc distance of 446.87 feet; thence leaving said curve and tangentially curving

- 7) Southeasterly on the arc of a circular curve to the right (the center of which bears S. 01° 40' 35" W., 150.00 feet distant) through a central angle of 18° 04' 11" for an arc distance of 47.31 feet; thence leaving said curve and tangent thereto
- 8) S. 70° 15' 14" E., 230.59 feet; thence tangentially curving
- 9) Southeasterly on the arc of a circular curve to the left (the center of which bears N. 19° 44' 46" E., 650.00 feet distant) through a central angle of 57° 24' 05" for an arc distance of 651.20 feet; thence leaving said curve but not tangent thereto
- 10) S. 02° 57' 36" W., 142.30 feet to the point of beginning.

CONTAINING an area of 21.91 acres of land more or less.

The bearings recited in the above described parcel are based on the California Coordinate System, Zone 4, North American Datum of 1983. The distances are ground distances.

The above described PARCEL TWO and the EXCEPTION in PARCEL ONE are shown on that certain Record of Survey Map titled "FORT ORD BALLOON RAILROAD SPUR" filed for Record on January 11, 1996 in Volume 19 of Surveys at Page 138 records of said County.

RESERVING UNTO GRANTOR nine (9) perpetual easements to construct, reconstruct, enlarge, operate and maintain drainage facilities over, through, under and across those parcels of land described in the following EASEMENTS numbered 1 through 9.

#### EASEMENT 1:

A strip of land 20.00 feet in width, the centerline of which is described as follows:

Commencing at the Northerly terminus of the course described as  
North 19° 12' 11" East 1257.99 feet, on the Easterly boundary line of the above described PARCEL ONE;  
thence along said Easterly line, Northerly along a tangent curve to the right with a radius of 2914.64 feet, through a central angle of 4° 26' 51", an arc distance of 226.25 feet to the TRUE POINT OF BEGINNING of the herein described centerline;  
THENCE from said TRUE POINT OF BEGINNING, leaving said Easterly line  
North 45° 24' 12" West 332.28 feet to a point designated "A" for description purposes and the END of the herein described centerline.

The sidelines of the above described strip shall be lengthened or shortened to terminate Easterly, on said Easterly line of said PARCEL ONE and Westerly, on a line perpendicular to the above described centerline at said point "A".

#### EASEMENT 2:

A strip of land 30.00 feet in width the centerline of which is described as follows:

Beginning at the above described point designated "A";  
THENCE North 45° 24' 12" West 40.00 feet to the END of the herein  
described centerline.

The sidelines of the above described strip shall terminate on lines perpendicular to the beginning and end points of the above described centerline.

#### EASEMENT 3:

A strip of land 20.00 feet in width the centerline of which is described as follows:

Commencing at the Northerly terminus of the course described as  
North 06° 59' 36" East 1711.93 feet, on the Easterly boundary line of the above  
described PARCEL ONE;  
thence along said Easterly line, Northerly along a tangent curve to the right with a radius of  
2914.64 feet, through a central angle of 03° 36' 07", an arc distance of 183.23 feet  
to the TRUE POINT OF BEGINNING of the herein described centerline;  
THENCE from said TRUE POINT OF BEGINNING, leaving said Easterly line,  
North 81° 10' 33" West 132.49 feet;  
thence North 26° 43' 23" West 591.52 feet;  
thence North 68° 24' 18" West 908 feet, more or less, to the Mean High Water Line of  
Monterey Bay and the END of the herein described centerline.

The sidelines of said strip of land shall be lengthened or shortened to terminate Easterly,  
on said Easterly boundary line and Westerly, on said Mean High Water Line.

#### EASEMENT 4:

A strip of land 20.00 feet in width, the centerline of which is described as follows:

Commencing at the Southerly terminus of the course described as  
North 19° 12' 11" East 1257.99 feet on the Easterly boundary line of the above  
described PARCEL ONE;  
thence Southerly along said Easterly line, along a tangent curve to the  
left with a radius of 8643.82 feet, through a central angle of 04° 04' 31",  
an arc distance of 614.79 feet to the TRUE POINT OF BEGINNING of the  
herein described centerline;



THENCE from said TRUE POINT OF BEGINNING, leaving said Easterly boundary,  
North 85° 00' 11" West 415.43 feet to the centerline of the above described  
EASEMENT 3 and the END of the herein described centerline

The sidelines of said strip of land shall be lengthened or shortened to terminate Easterly,  
on said Easterly boundary line and Westerly, on the centerline of the above described  
EASEMENT 3.

EASEMENT 5:

A strip of land 20.00 feet in width, the centerline of which is described as follows:  
Commencing at the Southerly terminus of the course described as  
North 06° 59' 36" East 1711.93 feet on the Easterly boundary line of the above  
described PARCEL ONE;  
thence along said Easterly line North 06° 59' 36" East 24.50 feet to the  
TRUE POINT OF BEGINNING of the herein described centerline;  
THENCE from said TRUE POINT OF BEGINNING, leaving said Easterly line,  
North 88° 17' 39" West 400.00 feet to the END of the herein described centerline.

The sidelines of said strip of land shall be lengthened or shortened to terminate Easterly,  
on said Easterly boundary line and Westerly, on a line perpendicular to the above  
described centerline at the END point.

EASEMENT 6:

A strip of land 20.00 feet in width, the centerline of which is described as follows:  
Commencing at the Southerly terminus of the course described as  
North 06° 59' 36" East 1711.93 feet on the Easterly boundary line of the above  
described PARCEL ONE;  
thence along said Easterly line, Southerly along a tangent curve to the left with a  
radius of 2914.64 feet, through a central angle of 00° 13' 01", an arc distance  
of 11.04 feet to the TRUE POINT OF BEGINNING of the herein described  
centerline;  
THENCE from said TRUE POINT OF BEGINNING, leaving said Easterly line  
North 88° 19' 57" West 136.10 feet;  
thence North 57° 18' 18" West 661.71 feet;  
thence North 44° 28' 36" West 622.09 feet;  
thence South 82° 14' 50" West 541.61 feet;  
thence North 72° 24' 00" West 185 feet, more or less, to the Mean High Water Line of  
Monterey Bay and the END of the herein described centerline.

The sidelines of said strip of land shall be lengthened or shortened to terminate Easterly, on said Easterly boundary line and Westerly, on said Mean High Water Line.

EASEMENT 7:

A strip of land 20.00 feet in width, the centerline of which is described as follows:  
Commencing at the Southerly terminus of the course described as  
North 19° 00' 00" West 820.85 feet on the Easterly boundary line of the above  
described PARCEL ONE;  
thence Northerly along said Easterly line North 19° 00' 00" West 79.74 feet to the TRUE  
POINT OF BEGINNING of the herein described centerline;  
THENCE from said TRUE POINT OF BEGINNING, leaving said Easterly line,  
South 81° 32' 48" West 46.26 feet;  
thence North 67° 47' 14" West 147.28 feet;  
thence North 72° 59' 48" West 244.22 feet;  
thence North 54° 04' 14" West 315.67 feet;  
thence North 02° 57' 48" West 932.55 feet;  
thence North 82° 18' 10" West 817.21 feet;  
thence North 52° 04' 44" West 761.00 feet;  
thence North 59° 11' 50" West 236.97 feet;  
thence North 64° 30' 02" West 212 feet, more or less, to the Mean High Water Line of  
Monterey Bay and the END of the herein described centerline.

The sidelines of said strip of land shall be lengthened or shortened to terminate Easterly, on said Easterly boundary line and Westerly, on said Mean High Water Line.

EASEMENT 8:

A strip of land 20.00 feet in width, the centerline of which is described as follows:

Commencing at the Southerly terminus of the course described as  
North 54° 53' 36" East 1424.24 feet on the Easterly boundary line of the  
above described PARCEL ONE;  
thence along said Easterly line, North 54° 53' 36" East 499.39 feet to the TRUE  
POINT OF BEGINNING of the herein described centerline;  
THENCE from said TRUE POINT OF BEGINNING, leaving said Easterly line,  
North 33° 18' 48" West 72.66 feet;  
thence North 39° 13' 21" West 412.32 feet;  
thence North 54° 06' 41" West 420.13 feet;  
thence North 61° 09' 24" West 418.10 feet;  
thence North 54° 47' 08" West 422.89 feet;  
thence North 22° 14' 58" East 301.71 feet;  
thence North 59° 47' 51" West 359.57 feet;

thence North 78° 47' 38" West 164 feet , more or less, to the Mean High Water Line of Monterey Bay and the END of the herein described centerline.

The sidelines of said strip of land shall be lengthened or shortened to terminate Easterly, on said Easterly boundary line and Westerly, on said Mean High Water Line.

EASEMENT 9:

A strip of land 20.00 feet in width, the centerline of which is described as follows:

Commencing at the Westerly terminus of the course described as

North 81° 31' 09" East 283.40 feet on the Southerly boundary line of the above described PARCEL ONE;

thence along said Southerly line North 81° 31' 09" East 84.38 feet to the TRUE POINT OF BEGINNING of the herein described centerline;

THENCE from said TRUE POINT OF BEGINNING, leaving said Southerly line, North 53° 12' 46" West 975 feet, more or less, to the Mean High Water Line of Monterey Bay and the END of the herein described centerline.

The sidelines of said strip of land shall be lengthened or shortened to terminate Easterly, on said Southerly boundary line and Westerly, on said Mean High Water Line.

The bearings and distances recited in the above described EASEMENTS 1 through 9 are based on the California Coordinate System, Zone 4, North American Datum of 1927. To obtain ground level distances, multiply the distances recited in said parcels by 1.000064.

TOGETHER WITH the rights, interests and easements Grantor has to use those certain roadway undercrossing structures located within the following described real property hereinafter identified as UNDERCROSSINGS A and B;

Said structures provide access from lands Easterly of the Easterly sideline of State Highway One as said highway is defined by PARCEL ONE in that certain Easement for Road or Street in the Easement to the State of California recorded June 2, 1976 in Reel 1058 of said Official Records at Page 655, to lands Westerly of the Westerly sideline of lands conveyed to the Southern Pacific Transportation Company by Directors Deed from the State of California recorded June 2, 1976 in Reel 1058 of said Official Records at Page 639. The interests herein conveyed within said PARCEL ONE described in Reel 1058, Page 655, are set forth in Paragraph 15 of the Conditions incorporated therein, to wit:

“ . . .further, the remaining property lying on both sides of said freeway shall be connected together by passage underneath said freeway at Engineer's Station 498+00 (First Street Undercrossing) . . .with no right of access to the surface of the traveled way or said freeway”.

The portions crossing under the Southern Pacific Parcel, above referenced, fall partially within two easements in favor of the State of California set forth (one) in said Directors Deed recorded in Reel 1058, Page 639 as an exception and reservation and being

described as PART I, for a roadway undercrossing easement, and (two) PART III, a roadway undercrossing easement, as conveyed to the State of California by Easement Deed from Southern Pacific Transportation Company recorded June 14, 1976 in Reel 1061, of said Official Records at Page 466.

UNDERCROSSING A:

COMMENCING at the point designated "AA" in the above described PARCEL ONE, said point being also the Southerly terminus of Course 24 described in PARCEL I of the Quitclaim Deed to the State of California recorded January 21, 1970 on Reel 636, Page 593 of said Official Records;

thence along the Easterly line of said above described PARCEL ONE

North 19° 00' 00" West 115.83 feet to the True Point of Beginning of this description;

THENCE, leaving said Easterly line North 25° 32' 17" East 71.29 feet;

thence North 60° 32' 20" East 50.84 feet;

thence North 60° 32' 20" East 201.50 feet;

thence South 89° 09' 18" East 41.38 feet to the Easterly sideline of State Highway One as defined by PARCEL ONE in said Easement for Road or Street recorded in Reel 1058 of said Official Records at Page 655;

thence along said Easterly line North 18° 30' 27" East 114.85 feet;

thence leaving said Easterly line South 30° 30' 34" West 63.70 feet;

thence South 60° 32' 20" West 192.82 feet;

thence South 60° 32' 20" West 50.84 feet;

thence North 74° 27' 42" West 60.70 feet to said Easterly line of the first above described PARCEL ONE;

thence along last said Easterly line

South 19° 00' 00" East 146.24 feet to the True Point of Beginning.

UNDERCROSSING B:

COMMENCING at the point designated "AA" in the above described PARCEL ONE, said point being also the Southerly terminus of Course 24 described in PARCEL I of the Quitclaim Deed to the State of California recorded January 21, 1970 on Reel 636, Page 593 of said Official Records;

thence along the Easterly line of said above described PARCEL ONE

North 19° 00' 00" West 115.83 feet to the True Point of Beginning of this description;

THENCE, leaving said Easterly line South 80° 03' 51" East 34.53 feet;  
thence North 74° 52' 30" East 70.96 feet;  
thence North 74° 52' 30" East 202.33 feet;  
thence North 44° 54' 10" East 37.10 feet to the Easterly sideline of State Highway One as defined by PARCEL ONE in said Easement for Road or Street recorded in Reel 1058 of said Official Records at Page 655;  
thence along said Easterly line South 18° 30' 27" East 67.33;  
thence leaving said Easterly line North 77° 24' 05" West 40.16 feet;  
thence South 74° 52' 30" West 202.90 feet;  
thence South 74° 52' 30" West 85.84 feet;  
thence South 51° 32' 26" West 14.15 feet to said Easterly line of the first above described PARCEL ONE;  
thence along last said Easterly line North 19° 00' 00" West 50.35 feet to the True Point of Beginning.

ALSO TOGETHER WITH the rights, interests and easements the Grantor has to use that certain overhead roadway structure located within the following described real property hereinafter identified as OVERCROSSING;

Said structure provides access from lands Easterly of the Easterly sideline of State Highway One as said highway is defined by PARCEL ONE in that certain Easement for Road or Street in the Deed to the State of California recorded June 2, 1976 in Reel 1058 of said Official Records at Page 655, to lands Westerly of the Westerly sideline of lands conveyed to the Southern Pacific Transportation Company by Directors Deed from the State of California recorded June 2, 1976 in Reel 1058 of said Official Records at Page 639. The interests herein conveyed within said PARCEL ONE described in Reel 1058, Page 655, are set forth in Paragraph 15 of the Conditions incorporated therein, to wit:

"...further, the remaining property lying on both sides of said freeway shall be connected together ...by passage above said freeway at Engineer's Station 530+88 (Eighth Street Overcrossing) with no right of access to the surface of the traveled way or said freeway".

The portions crossing over the Southern Pacific Parcel above referenced lies within the easement in favor of the State of California set forth in said Directors Deed recorded in Reel 1058, Page 639 as an exception and reservation and being described as PART III, for an overhead roadway structure easement.

#### OVERCROSSING:

A strip of land 65.00 feet in width the Northerly line of which is described as follows:

COMMENCING at the point designated "BB" in the above described PARCEL ONE, said

point being also the Northerly terminus of Course 26 described in PARCEL 1 of the Quitclaim Deed to the State of California recorded January 21, 1970 on Reel 636, Page 593, of said Official Records;

thence along the Easterly line of said above described PARCEL ONE

South 6° 59' 36" West 213.10 feet to the True Point of Beginning of this description;

THENCE leaving said Easterly line South 88° 22' 00" East 319.23 feet to the Easterly sideline of State Highway One and the END of the herein described line, said sideline being defined by PARCEL ONE in said Easement for Road or Street recorded in Reel 1058 of said Official Records at Page 655.

This property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

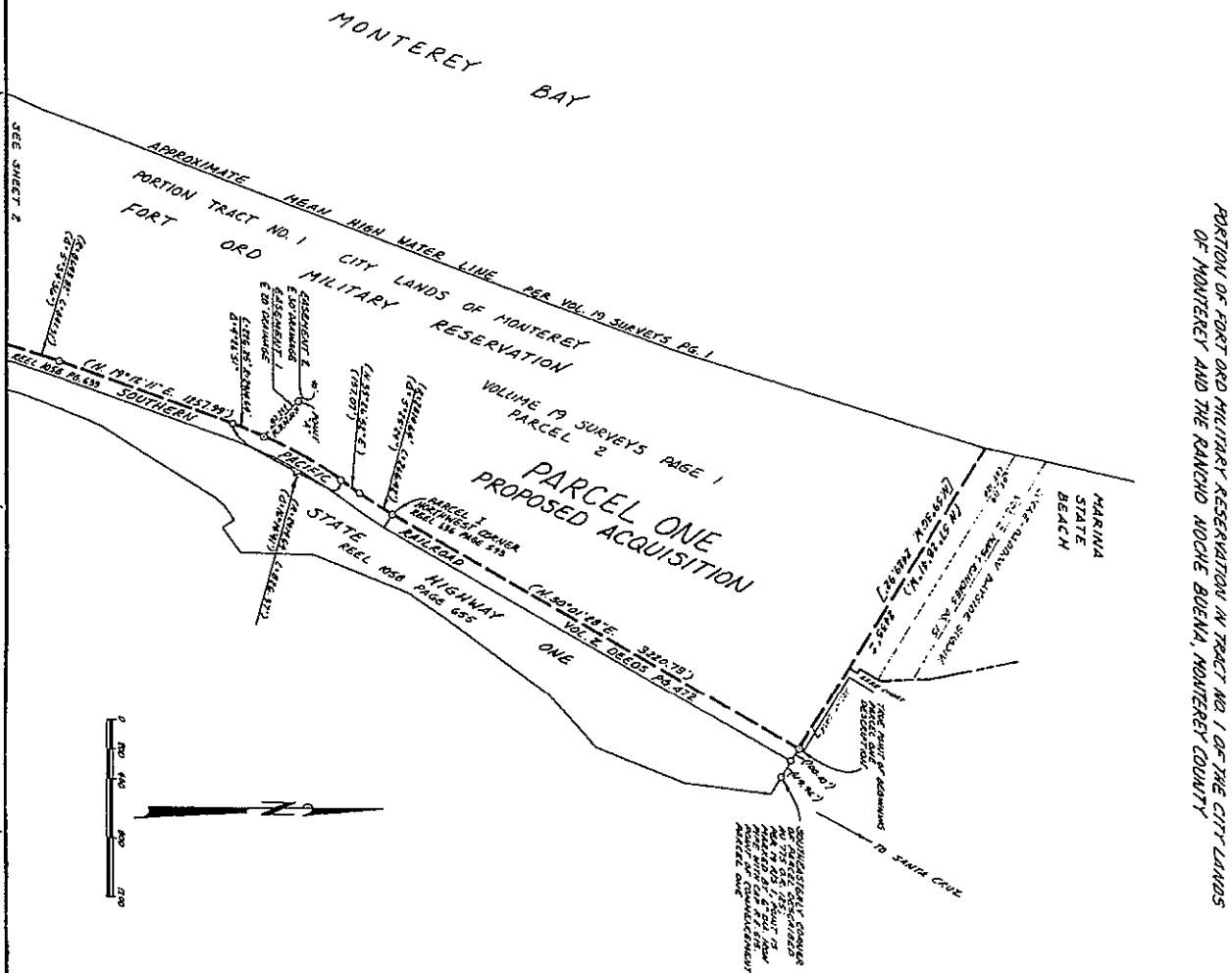
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JEROME P. KLOPOTEK                      L.S. 4301  
Exp. 6/30/2006

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THIS FILE CORRECTLY REPRESENTS HOW A FIELD SURVEY AND A COMPARISON OF  
INFORMATION AND WAS PREPARED BY ME OR UNDER MY SUPERVISION  
IN CONFERENCE WITH THE LAND SURVEYORS ACT IN 1974 AND SEVERAL OTHER  
OF 1974.

James P. Kladovitz  
JAMES P. KLAOVITZ 45.750

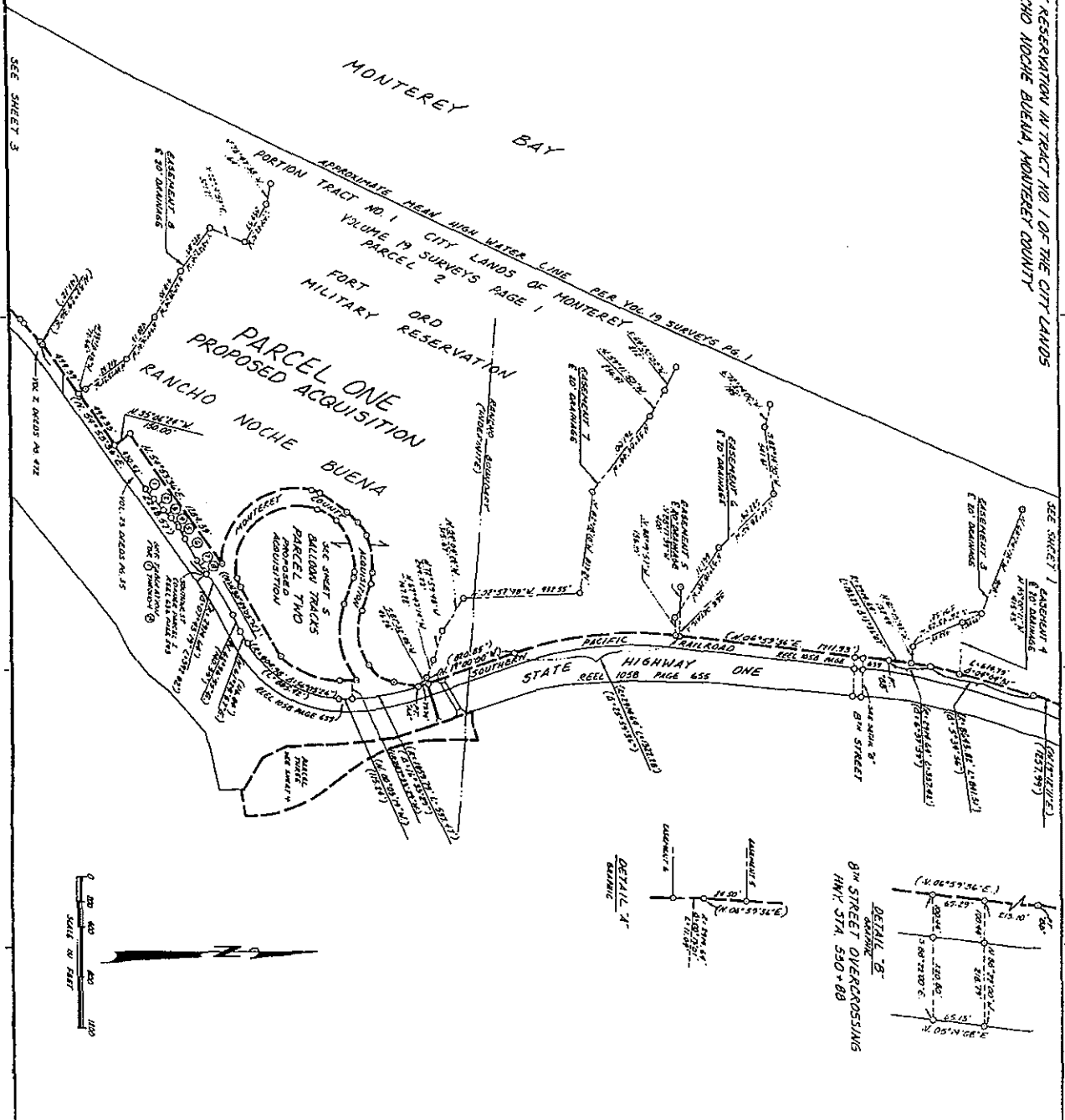
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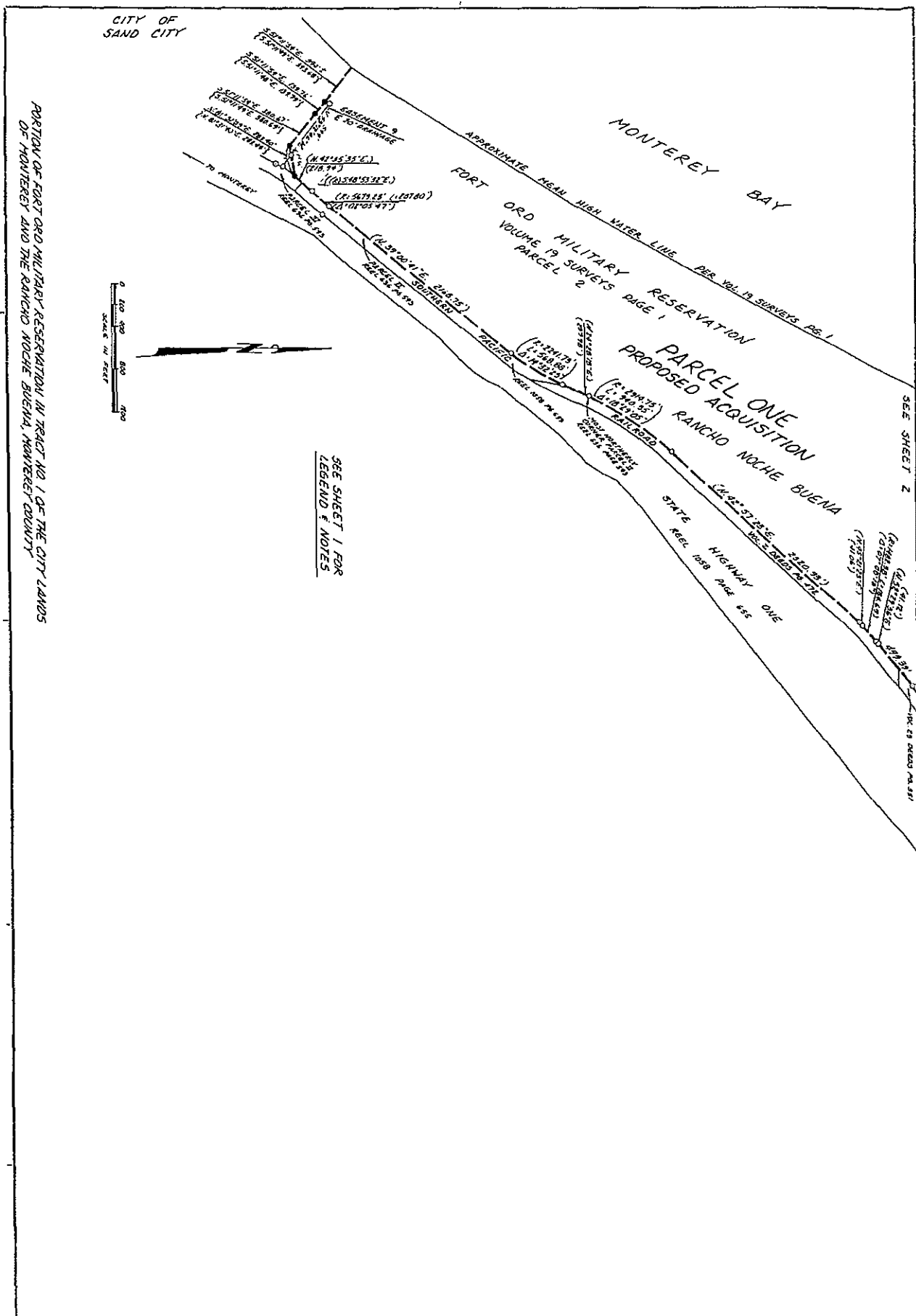
PORTION OF FORT ORD MILITARY RESERVATION IN TRACT NO. 1 OF THE CITY LANDS OF MONTEREY AND THE RANCHO NOCHE BUENA, MONTEREY COUNTY

SEE SHEET 1 FOR  
LEGEND & NOTES

- TABULATION**
- ① (N55°00'34"E, 100.851)
  - ② (N48°03'00"E, 100.721)
  - ③ (N45°40'11"E, 101.171)
  - ④ (N49°19'08"E, 100.617)
  - ⑤ (N46°44'17"E, 100.287)
  - ⑥ (N49°03'53"E, 100.347)
  - ⑦ (N47°40'38"E, 100.817)
  - ⑧ (N47°55'34"E, 44.817)

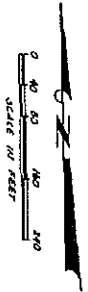


<b>FORT ORD PROJECT</b> <b>PROPOSED ACQUISITION FROM</b> <b>UNITED STATES OF AMERICA</b>		RESOURCES AGENCY OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION		DESIGNED 12/74 1/85
SHEET NO. 2 5	DRAWING NO. PA 1708	APPROVED  DATE	REVISIONS 1. ADDED DETAIL "A" & "B" 2. ADDED BY "A.M." & "J.S." AND REVISED HANDBOOK ONE, DOC. PAGE NO.	CHECKED 1/85

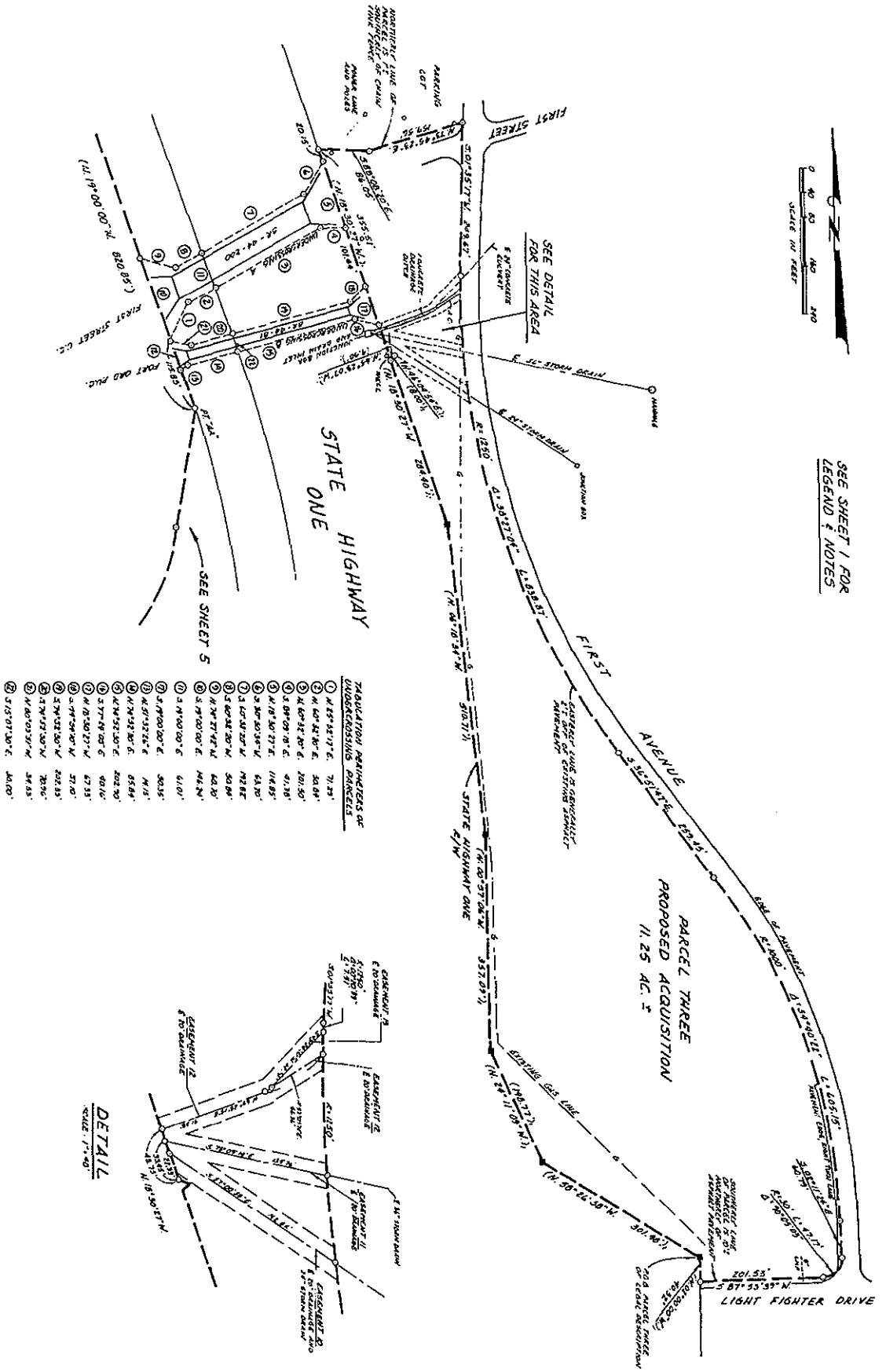


3 5	PA 1708 DRAFTING NO.	FORT ORD PROJECT PROPOSED ACQUISITION FROM UNITED STATES OF AMERICA		RESOURCES AGENCY OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION		REVISIONS	DATE	DESIGNED KENNETH E. H.
		APPROVED		DATE		CHECKED LOUIS AND SCOTT	DRAWN KENNETH E. H.	CHECKED LOUIS AND SCOTT
		3		5		3	5	3

PORTION OF FORT ORD MILITARY RESERVATION IN TRACT NO. 1 OF THE CITY LANDS  
OF MONTEREY AND THE RANCHO NOCHE BUENA, MONTEREY COUNTY



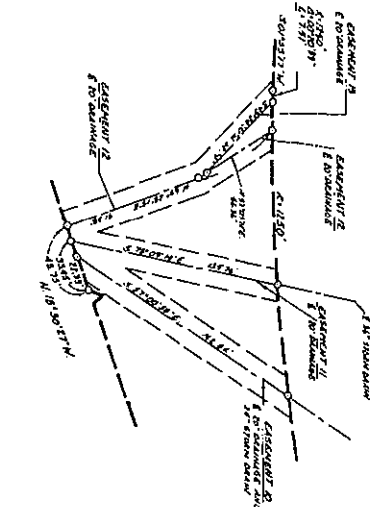
SEE SHEET 1 FOR  
LEGEND & NOTES



TRAVERSATION PARAMETERS OF  
UNDEVELOPED PARCELS

POINT	BEARING	DISTANCE	POINT	BEARING	DISTANCE
1	N 89° 52' 17" E	71.23	16	N 89° 52' 17" E	71.23
2	N 89° 52' 17" E	30.64	17	N 89° 52' 17" E	30.64
3	N 89° 52' 17" E	101.50	18	N 89° 52' 17" E	101.50
4	N 89° 52' 17" E	91.18	19	N 89° 52' 17" E	91.18
5	N 89° 52' 17" E	116.85	20	N 89° 52' 17" E	116.85
6	N 89° 52' 17" E	54.30	21	N 89° 52' 17" E	54.30
7	N 89° 52' 17" E	72.82	22	N 89° 52' 17" E	72.82
8	N 89° 52' 17" E	50.64	23	N 89° 52' 17" E	50.64
9	N 89° 52' 17" E	62.30	24	N 89° 52' 17" E	62.30
10	N 89° 52' 17" E	144.24	25	N 89° 52' 17" E	144.24
11	N 89° 52' 17" E	61.07	26	N 89° 52' 17" E	61.07
12	N 89° 52' 17" E	80.35	27	N 89° 52' 17" E	80.35
13	N 89° 52' 17" E	65.64			
14	N 89° 52' 17" E	40.16			
15	N 89° 52' 17" E	47.33			
		27.00			
		20.90			
		24.55			
		10.00			

DETAIL  
SCALE 1"=40'



FORT ORD PROJECT  
PROPOSED ACQUISITION FROM  
UNITED STATES OF AMERICA

RESOURCES AGENCY OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

APPROVED DATE

REVISIONS  
ADDED PARCELS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27.  
ADDED AT "A" UNDERCROSSINGS  
A/B NAMES, J.K.

DATE 7-94  
DESIGNED BY J.A.  
DRAWN BY J.A.  
CHECKED BY J.A.

DRAWING NO. PA 1708  
SHEET NO. 4  
5

# FORT ORD MILITARY RESERVATION

**NOTE**  
THIS SHEET IS BASED ON THE 1948  
TRIAL SURVEY RECONSTRUCTION  
MAP, FORT ORD, SLOAN HILL ROAD  
SEAM, PREPARED BY THE MONTEREY  
COUNTY DEPARTMENT OF PUBLIC WORKS  
DATED AUGUST 19, 1948.

SEE SHEET 1 FOR NOTES

## VOLUME 19 SURVEYS PAGE 1

### LEGEND

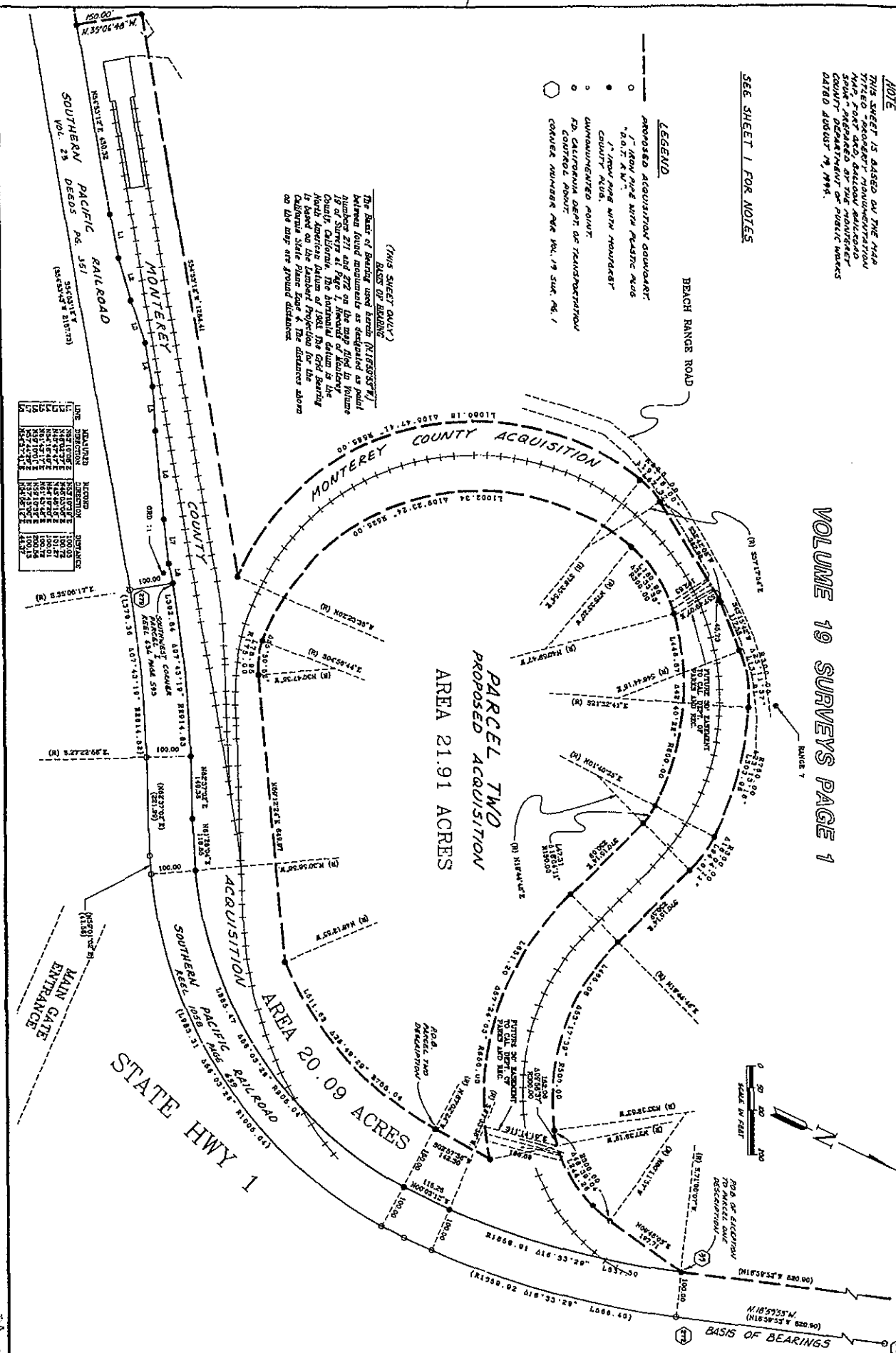
- PROPOSED ACQUISITION BOUNDARY
- 1" IRON PIPE WITH PLASTIC TUBES
- MONUMENT WITH MOUNTAIN
- UNMOUNTAINED POINT
- CALIFORNIA DEPT. OF TRANSPORTATION
- COUNTY ROAD
- CORNER NUMBER MAP NO. 19 SUB. NO. 1

BEACH RANGE ROAD

(THIS SHEET ONLY)  
BASIS OF BEARING

The Basis of Bearing used herein (N18°30'35"W) between found monuments as designated as point numbers 271 and 272 on the map filed in Volume 19 of the Survey Reconstructed Map, Fort Ord, Sloan Hill Road, Monterey County, California. The horizontal datum is the North American Datum of 1983. The Grid Bearing is based on the Lambert Projection for the California State Plane Zone 4. The distances shown on the map are ground distances.

LINE	BEARING	DISTANCE	BEARING	DISTANCE
1	N 89° 30' 35" W	100.00	N 89° 30' 35" W	100.00
2	N 89° 30' 35" W	100.00	N 89° 30' 35" W	100.00
3	N 89° 30' 35" W	100.00	N 89° 30' 35" W	100.00
4	N 89° 30' 35" W	100.00	N 89° 30' 35" W	100.00
5	N 89° 30' 35" W	100.00	N 89° 30' 35" W	100.00
6	N 89° 30' 35" W	100.00	N 89° 30' 35" W	100.00
7	N 89° 30' 35" W	100.00	N 89° 30' 35" W	100.00
8	N 89° 30' 35" W	100.00	N 89° 30' 35" W	100.00
9	N 89° 30' 35" W	100.00	N 89° 30' 35" W	100.00
10	N 89° 30' 35" W	100.00	N 89° 30' 35" W	100.00
11	N 89° 30' 35" W	100.00	N 89° 30' 35" W	100.00
12	N 89° 30' 35" W	100.00	N 89° 30' 35" W	100.00
13	N 89° 30' 35" W	100.00	N 89° 30' 35" W	100.00
14	N 89° 30' 35" W	100.00	N 89° 30' 35" W	100.00
15	N 89° 30' 35" W	100.00	N 89° 30' 35" W	100.00
16	N 89° 30' 35" W	100.00	N 89° 30' 35" W	100.00
17	N 89° 30' 35" W	100.00	N 89° 30' 35" W	100.00
18	N 89° 30' 35" W	100.00	N 89° 30' 35" W	100.00
19	N 89° 30' 35" W	100.00	N 89° 30' 35" W	100.00
20	N 89° 30' 35" W	100.00	N 89° 30' 35" W	100.00



FORT ORD PROJECT  
PROPOSED ACQUISITION FROM  
UNITED STATES OF AMERICA

RESOURCES AGENCY OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION  
APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

REVISIONS	DATE	DRAWN	CHECKED	DESIGNED
1		DETROIT 1999	10/10/99	10/10/99
2		10/10/99	10/10/99	10/10/99

DRAWING NO.  
PA 1708  
SHEET NO.  
5





TITLE: Parcel: S3.1.1, S3.1.2, S3.1.3, S3.1.4  
DEED: DACA05-9-05-574  
RECIPIENT: CA DEPARTMENT OF PARKS AND REC

Coordinate System:  
NAD83 Stateplane California Zone IV (feet)  
Lambert Conformal Conic Projection

Data: reuse\_parcel database  
Name: DACA05-9-05-574  
Aerial: 2007

Author: B.Kowalski  
Date: 4/9/2012

