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Series # 2001094583

MARINA COAST WATER DISTRICT

11 RESERVATION ROAD

MARINA, CA 93933

ATTN: MICHAEL ARMSTRONG

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT

ASSIGNMENT OF EASEMENTS ON FORMER FORT
ORD AND ORD MILITARY COMMUNITY, COUNTY
OF MONTEREY, AND QUITCLAIM DEED FOR WATER
AND WASTEWATER SYSTEMS.

THIS DOCUMENT IS BEING RERECORDED TO ATTACH THE CORRECT EXHIBIT C
ENTITLED "DEPARTMENT OF THE ARMY - EASEMENT FOR WATER AND WASTE-
WATER DISTRIBUTION SYSTEMS LOCATED ON THE ORD MILITARY COMMUNITY -
MONTEREY COUNTY, CALIFORNIA."

4

Joseph F. Pitta
Monterey County Recorder
Recorded at the request of
Stewart Title

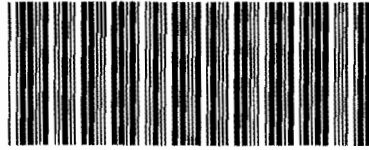
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10/26/2001
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WHEN RECORDED MAIL TO:

MARINA COAST WATER DISTRICT
11 RESERVATION ROAD
MARINA, CA 93933
ATTN: MICHAEL ARMSTRONG

DOCUMENT: 2001090793

Titles: 1/ Pages: 99



2001090793

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

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT

ASSIGNMENT OF EASEMENTS ON FORMER FORT
ORD AND ORD MILITARY COMMUNITY, COUNTY
OF MONTEREY, AND QUITCLAIM DEED FOR WATER
AND WASTE WATER SYSTEMS.

WHEN RECORDED RETURN TO:

NOLAND, HAMERLY, ETIENNE & HOSS
A Professional Corporation
P.O. Box 2510
SALINAS, CA 93902
ATTN: LLOYD W. LOWREY, JR., ESQ.

RECORDER STAMP

**ASSIGNMENT OF EASEMENTS
ON FORMER FORT ORD AND ORD MILITARY COMMUNITY,
COUNTY OF MONTEREY, AND QUITCLAIM DEED FOR
WATER AND WASTEWATER SYSTEMS**

1 **THIS DEED AND ASSIGNMENT OF EASEMENTS**, made and entered into between
2 the **FORT ORD REUSE AUTHORITY** (“Grantor”) created under Title 7.85 of the California
3 Government Code, Chapters 1 through 7, inclusive, commencing with Section 67650, *et seq.*, and
4 selected provisions of the California Redevelopment Law, including Division 24 of the California
5 Health and Safety Code, Part 1, Chapter 4.5, Article 1, commencing with Section 33492, *et seq.*,
6 and Article 4, commencing with Section 33492.70, *et seq.*, and the **MARINA COAST WATER**
7 **DISTRICT** (“Grantee”), a County Water District and political subdivision of the State of
8 California, organized under Division 12, sections 30000 and following, of the California Water
9 Code, in accordance with a no-cost economic development conveyance from the **UNITED**
10 **STATES OF AMERICA**, acting by and through the **SECRETARY OF THE ARMY** (“United
11 States”) to the Grantor, under and pursuant to the power and authority contained in the Defense
12 Base Closure and Realignment Act of 1990, as amended (Public Law No. 101-510, hereinafter
13 “DBCRA”), and further in accordance with the *Memorandum of Agreement Between the United*
14 *States of America Acting By and Through the Secretary of the Army, United States Department of*
15 *the Army and the Fort Ord Reuse Authority For the Sale of Portions of the former Fort Ord,*
16 *California, dated the 20th day of June, 2000, as amended* (“MOA”) which sets forth the specific
17 terms and conditions of the federal disposal of portions of the former Fort Ord located in Monterey
18 County, California, and further in accordance with that certain *Water/Wastewater Facilities*
19 *Agreement* dated March 13, 1998 between Grantor and Grantee, as amended (“Water/wastewater
20 Facilities Agreement”).
21

WITNESSETH THAT:

22
23
24 WHEREAS, the Secretary of the Army may convey surplus property to the Local
25 Redevelopment Authority at a closing military installation for economic development purposes

DEED FOR WATER AND WASTEWATER SYSTEMS AND ASSIGNMENT OF EASEMENTS

1 pursuant to the power and authority provided by Section 2905(b)(4) of the DBCRA and the
2 implementing regulations of the Department of Defense (32 CFR Part 91);
3

4 WHEREAS, Grantee, by application, requested an economic development conveyance of
5 portions of the former Fort Ord, California consistent with the redevelopment plan prepared by the
6 Grantee;
7

8 WHEREAS, Grantor and the United States of America have entered into a *Memorandum of*
9 *Agreement Between the United States of America Acting By and Through the Secretary of the Army,*
10 *United States Department of the Army and the Fort Ord Reuse Authority For the Sale of Portions of*
11 *the former Fort Ord, California, dated the 20th day of June, 2000,* as amended by amendment No. 1
12 dated October 23, 2001 (hereinafter referred to as the “MOA”), which sets forth the specific terms
13 and conditions of the sale of portions of the former Fort Ord located in Monterey County,
14 California;
15

16 WHEREAS, the Grantor and Grantee did enter into that certain Water/Wastewater
17 Facilities Agreement dated March 13, 1998, as amended; and
18

19 WHEREAS, under the Water/Wastewater Facilities Agreement, Grantor agreed to
20 transfer the subject water and wastewater systems and rights to Grantee and Grantee agreed to
21 accept the systems and rights to further the economic redevelopment of Fort Ord;
22

23 WHEREAS, Grantor has received conveyance of the subject water and wastewater systems
24 and rights from the United States of America, and it was agreed as part of that conveyance that
25 Grantor would transfer the subject water and wastewater systems and rights and easements to
26 Grantee; and
27

28 WHEREAS, in its use of the property and rights granted and assigned, Grantee agrees to
29 comply with and be bound by the terms and conditions of the conveyance from the United States
30 to Grantor, by the terms of the Water/Wastewater Facilities Agreement, and by the terms of Title
31 7.85 of the California Government Code, Chapters 1 through 7, inclusive, commencing with Section
32 67650, *et seq.*
33

34 **NOW, THEREFORE,** the Grantor, for good and valuable consideration, pursuant to the
35 MOA and the Water/Wastewater Facilities Agreement:
36

37 does hereby grant, assign, remise, release, and forever quitclaim unto the Grantee, its
38 successors and assigns, that certain parcel of land, together with certain water and wastewater
39 improvements, related personal property, and other Grantor-owned rights that were conveyed to
40 Grantor by the United States (hereinafter “Property”); all as more fully described in Exhibit A,
41 attached hereto and made a part hereof),
42

DEED FOR WATER AND WASTEWATER SYSTEMS AND ASSIGNMENT OF EASEMENTS

1 does hereby assign, transfer and convey unto the Grantee all of Grantor’s rights, interests
2 and obligations in the Easement for Water and Wastewater Distribution Systems located on the
3 Former Fort Ord that was granted by the United States to Grantor (hereinafter “Surplus Property
4 Easement”), all as more fully described in Exhibit B, attached hereto and made a part hereof, and
5

6 does hereby assign, transfer and convey unto the Grantee all of Grantor’s rights, interests
7 and obligations in the Easement for Water and Wastewater Distribution Systems located on the
8 Ord Military Community that were granted by the United States to Grantor (hereinafter Ord
9 Military Community Easement”), all as more fully described in Exhibit C, attached hereto and
10 made a part hereof.
11

12 **TO HAVE AND TO HOLD** the Property, the Surplus Property Easement and the Ord
13 Military Community Easement unto the Grantee and its successors and assigns forever, provided
14 that this Deed and Assignment of Easements is made and accepted upon each of the following
15 notices, covenants, restrictions, and conditions which shall be binding upon and enforceable
16 against the Grantee, its successors and assigns, in perpetuity, as follows:
17

18 **I. GRANTEE OBLIGATIONS UNDER CONVEYANCE DOCUMENTS OF THE**
19 **UNITED STATES**
20

21 Grantee does accept title and ownership to the Property and does accept assignment of
22 the Surplus Property Easement and the Ord Military Community Easement with the express
23 agreement and understanding that it shall comply with all of the terms and conditions of the
24 instruments conveying and granting such Property and Easements from the United States to the
25 Grantor (hereinafter “Federal Instruments”; Exhibits A, B, and C) as if it were the original
26 grantor under such Federal Instruments.
27

28 **II. “AS IS, WHERE IS”**
29

30 The Property is conveyed and the Surplus Property Easement and the Ord Military
31 Community Easement are assigned in an “As Is, Where Is” condition without any
32 representation, warranty or guarantee, except as required pursuant to applicable law or as
33 otherwise stated herein, by the Grantor as to quantity, quality, title, character, condition, size, or
34 kind, or that the same is in condition or fit to be used for the purpose for which intended, and no
35 claim for allowance or deduction upon such grounds will be considered. There is no obligation
36 on the part of the Grantor to make any alterations, repairs, or additions, and said Grantor shall
37 not be liable for any latent or patent defects in the Property. This section shall not affect the
38 responsibility of the United States under CERCLA, Federal Law or under the Federal
39 Instruments.
40
41

DEED FOR WATER AND WASTEWATER SYSTEMS AND ASSIGNMENT OF EASEMENTS

III. NOTICE OF NON-DISCRIMINATION

With respect to activities related to the Property, the Surplus Property Easement or the Ord Military Community Easement, the Grantee hereby agrees that it will comply with the requirements of Title VI of the Civil Rights Act of 1964 (Public Law No. 88-352) and all requirements imposed by or pursuant to the regulations issued pursuant to the Act and now in effect, to the end that, in accordance with said Act and regulations, no person in the United States shall, on the ground of race, color, national origin, sex, or handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity related to the Property of the Grantee, its successors or assigns.

IV. GENERAL PROVISIONS

A. LIBERAL CONSTRUCTION. Any general rule of construction to the contrary notwithstanding, this Deed and Assignment of Easements shall be liberally construed to effectuate the purpose of this Deed and Assignment of Easements and the policy and purpose of CERCLA. If any provision of this Deed and Assignment of Easements is found to be ambiguous, an interpretation consistent with the purpose of this Deed and Assignment of Easements that would render the provision valid shall be favored over any interpretation that would render it invalid.

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

C. NO FORFEITURE. Nothing contained herein will result in a forfeiture or reversion of title in any respect.

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

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

V. THE CONDITIONS, RESTRICTIONS, AND COVENANTS

The conditions, restrictions, and covenants set forth in this Deed and Assignment of Easement are a binding servitude on the herein conveyed Property and Surplus Property Easement

DEED FOR WATER AND WASTEWATER SYSTEMS AND ASSIGNMENT OF EASEMENTS

1 and Ord Military Community Easement and will be deemed to run with the land in perpetuity.
2 Restrictions, stipulations and covenants contained herein will be inserted by the Grantee verbatim or
3 by express reference in any deed or other legal instrument by which it divests itself of either the fee
4 simple title or any other lesser estate in the Property or the Surplus Property Easement or the Ord
5 Military Community Easement or any portions thereof. All rights and powers reserved to the
6 Grantor, and all references in this deed to Grantor shall include its successor in interest.

7
8 **VL LIST OF EXHIBITS**

9
10 The following listed Exhibits are made a part of this Deed and Assignment of Easements:

11
12 Exhibit A: United States of America Quitclaim Deed for Water and Wastewater Systems to the
13 Fort Ord Reuse Authority at the Former Fort Ord,, County of Monterey
14

15 Exhibit B: United States of America Easement to Fort Ord Reuse Authority for Water
16 and Wastewater Distribution Systems Located on the Former Fort Ord,
17 Monterey County, California

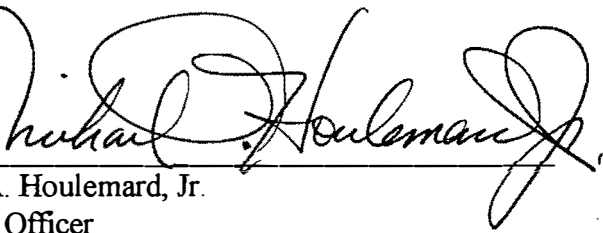
18 Exhibit C: United States of America Easement to Fort Ord Reuse Authority for Water
19 and Wastewater Distribution Systems Located on the Ord, Military
20 Community, Monterey County, California

21
22
23
24
25
26 **[Signature Pages Follow]**
27

DEED FOR WATER AND WASTEWATER SYSTEMS AND ASSIGNMENT OF EASEMENTS

1
2 **IN WITNESS WHEREOF**, the Grantor, the **FORT ORD REUSE AUTHORITY**, acting
3 by and through Michael Houlemard, its Executive Officer, has caused these presents to be executed
4 this 24th day of OCTOBER, 2001.
5
6

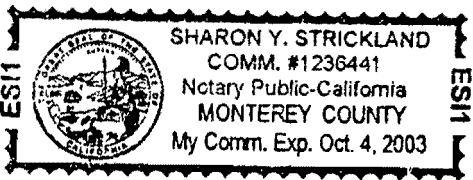
7 **FORT ORD REUSE AUTHORITY**
8 **LOCAL REDEVELOPMENT AUTHORITY**
9

10
11 
12
13 By: _____
14 Michael A. Houlemard, Jr.
15 Executive Officer
16
17

18 STATE OF CALIFORNIA)
19) ss
20 COUNTY OF MONTEREY)
21
22

23 On October 24, 2001 before me, the undersigned, a Notary Public in and for
24 said state, personally appeared Michael A. Houlemard, Jr. personally known to me (or proved to me
25 on the basis of satisfactory evidence) to be the person whose name is subscribed to the within
26 instrument and acknowledged to me that he executed the same in his authorized capacity, and that
27 by his signature on the instrument the person, or the entity upon behalf of which the person acted,
28 executed the instrument.
29

30 WITNESS my hand and official seal.
31





Notary Public, State of California

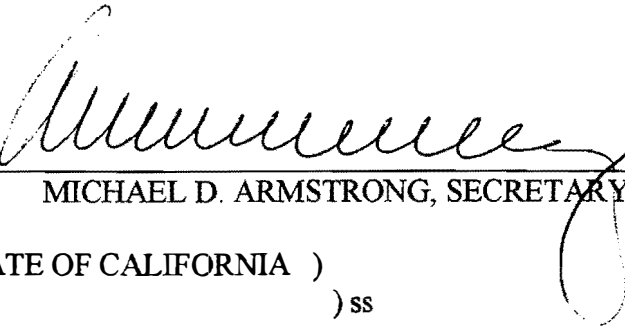
DEED FOR WATER AND WASTEWATER SYSTEMS AND ASSIGNMENT OF EASEMENTS

1 **ACCEPTANCE:**
2

3 **In Testimony Whereof**, the Grantee, the **Marina Coast Water District**, hereby accepts
4 and approves this Deed and Assignment of Easements for itself, its successors and assigns, and
5 agrees to all the covenants, conditions, reservations, restrictions, and terms contained herein.
6
7

8 **MARINA COAST WATER DISTRICT**
9

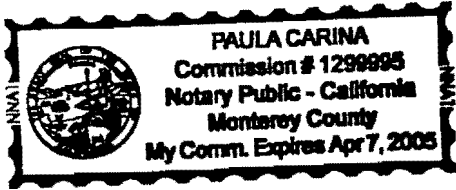
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13 By: 
14 **DAVID BROWN, PRESIDENT**


15
16
17
18
19 By: 
20 **MICHAEL D. ARMSTRONG, SECRETARY**
21

22 STATE OF CALIFORNIA)
23) ss
24 COUNTY OF MONTEREY)
25
26

27 On October 24, 2001 before me, the undersigned, a Notary Public in and for
28 said state, personally appeared David Brown and Michael D. Armstrong, personally known to me
29 (or proved to me on the basis of satisfactory evidence) to be the persons whose names are
30 subscribed to the within instrument and acknowledged to me that they executed the same in their
31 authorized capacity, and that by his signature on the instrument the entity upon behalf of which they
32 acted executed the instrument.
33

34 WITNESS my hand and official seal.



35
36
37 
38 Notary Public, State of California
39
40

DEED FOR WATER AND WASTEWATER SYSTEMS AND ASSIGNMENT OF EASEMENTS

1
2

EXHIBIT A

WHEN RECORDED MAIL TO:

KUTAK ROCK LLP

1101 CONNECTICUT AVENUE, NW

10th FLOOR

WASHINGTON, DC 20036

ATTN: GEORGE SCHLOSSBERG, ESQ.

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT

QUITCLAIM DEED FOR WATER AND WASTE SYSTEMS
FORMER FORT ORD, COUNTY OF MONTEREY

1 WHEN RECORDED RETURN TO:
2
3 KUTAK ROCK LLP
4 1101 CONNECTICUT AVENUE, NW
5 10TH FLOOR
6 WASHINGTON, DC 20036
7 ATTN: GEORGE SCHLOSSBERG, ESQ.
8
9

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RECORDED STAMP

QUITCLAIM DEED FOR
WATER AND WASTEWATER SYSTEMS
FORMER FORT ORD,
COUNTY OF MONTEREY

THIS DEED, made and entered into between the **UNITED STATES OF AMERICA**, acting by and through the **SECRETARY OF THE ARMY**, (“Grantor”), under and pursuant to the power and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (Public Law No. 101-510, 10 U.S.C. §2687 note; hereinafter “DBCRA”), and the **FORT ORD REUSE AUTHORITY** (“Grantee”) created under Title 7.85 of the California Government Code, Chapters 1 through 7, inclusive, commencing with Section 67650, *et seq.*, and selected provisions of the California Redevelopment Law, including Division 24 of the California Health and Safety Code, Part 1, Chapter 4.5, Article 1, commencing with Section 33492, *et seq.*, and Article 4, commencing with Section 33492.70, *et seq.*, and recognized as the Local Redevelopment Authority for the former Fort Ord, California, by the Office of Economic Adjustment on behalf of the Secretary of Defense.

WITNESSETH THAT:

WHEREAS, the Secretary of the Army may convey surplus property to the Local Redevelopment Authority at a closing military installation for economic development purposes pursuant to the power and authority provided by Section 2905(b)(4) of the DBCRA and the implementing regulations of the Department of Defense (32 CFR Part 91);

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

WHEREAS, Grantor and the Grantee have entered into a *Memorandum of Agreement Between the United States of America Acting By and Through the Secretary of the Army, United*

QUITCLAIM DEED FOR WATER AND WASTEWATER SYSTEMS

1 States Department of the Army and the Fort Ord Reuse Authority For the Sale of Portions of the
2 former Fort Ord, California, dated the 20th day of June, 2000, AS AMENDED BY amendment
3 No. 1 dated Oct 23, 2001 (hereinafter referred to as the "MOA"), which sets forth the
4 specific terms and conditions of the sale of portions of the former Fort Ord located in Monterey
5 County, California;

6
7 WHEREAS, the California State Historic Preservation Officer determined on
8 May 5, 1974 that no structures, monuments, or other property within the subject Property, as
9 hereinafter defined, were identified as having any historical significance;

10
11 WHEREAS, Fort Ord, California, has been identified as a National Priority List Site
12 under the Comprehensive Environmental Response Compensation and Liability Act of 1980, as
13 amended ("CERCLA"), the Grantor has provided the Grantee with a copy of the Fort Ord Base
14 Federal Facility Agreement ("FFA") and all amendments thereto entered into by EPA Region IX,
15 the State of California, and the Department of the Army that were effective on November 19,
16 1990;

17
18 WHEREAS, an Installation-Wide Multi-species Habitat Management Plan for former
19 Fort Ord, California ("HMP") dated December, 1994 as revised and amended by the
20 "Installation-Wide Multi-species Habitat Management Plan for Former Fort Ord, California"
21 dated April 1997, has been developed to assure that disposal and reuse of Fort Ord lands is in
22 compliance with the Endangered Species Act ("ESA"), 16 U.S.C. 1531 *et seq.* Timely transfer
23 of these lands and subsequent implementation of the HMP is critical to ensure effective
24 protection and conservation of the former Fort Ord lands' wildlife and plant species and habitat
25 values while allowing appropriate economic redevelopment of Fort Ord and the subsequent
26 economic recovery of the local communities; and

27
28 WHEREAS, it is understood that Grantee will transfer the subject water and wastewater
29 systems to the Marina Coast Water District ("MCWD"), a County Water District formed and
30 authorized by Division 12 of the California Water Code and a political subdivision of the State.

31
32 **NOW, THEREFORE,** the Grantor, for good and valuable consideration pursuant to
33 Article 2 of the MOA does hereby grant, remise, release, and forever quitclaim unto the Grantee,
34 its successors and assigns, the land described in Exhibit A, attached hereto and made a part
35 hereof, together with certain water and wastewater improvements, related personal property, and
36 other Grantor-owned rights ("Property"), located at the former Fort Ord for transfer to Grantee.

37 38 I. PROPERTY DESCRIPTION:

39 The Property includes:

40
41
42 A. **Real Property:** Fee title of approximately 1.3 acres of lands described in Exhibit
43 A, attached hereto and made a part hereof ("hereinafter Real Property").

QUITCLAIM DEED FOR WATER AND WASTEWATER SYSTEMS

1
2 B. **Personal Property**: The potable water system buildings, structures, and facilities
3 listed in Exhibits B and C, attached hereto and made a part hereof, along with the potable water
4 systems utility pipes, and appurtenances as shown on the drawings titled Fee Title and Easement
5 Request Drawings SN 23,538 through SN 23,717 inclusive on file at the Monterey County
6 Recorders Office (hereinafter "Personal Property"). Ownership of outdoor water sprinkler
7 system pipes and appurtenances and water pipe service laterals shall run with the land and
8 remain with the fee title owner of the property. Water pipe service laterals are defined as
9 generally the smaller diameter pipelines that provide a direct connection between a service
10 location (e.g., a building or other facility or structure) and the upstream potable water
11 distribution system. Where metered, the service lateral would begin immediately downstream of
12 the meter. The potable water system occupies lands located on the former Fort Ord and on the
13 Ord Military Community.

14
15 C. The wastewater system structures and facilities listed in Exhibits B and C along
16 with the wastewater system utility pipes, and appurtenances as shown on the drawings titled Fee
17 Title and Easement Request Drawings SN 23,538 through SN 23,717 inclusive on file at the
18 Monterey County Recorders Office. Ownership of wastewater sewer laterals shall run with the
19 land and remain with the fee title owner of the property. Wastewater sewer laterals are defined
20 as generally that portion of any sewer beginning two feet outside the foundation wall of any
21 building or facility and running to a connection with a sewer main. The wastewater system
22 occupies lands located on the former Fort Ord and on the Ord Military Community.

23
24 D. The rights addressed in Monterey County Agreement No. A-06404, between the
25 Army and the County Water Resources Agency, dated September 21, 1993, associated with the
26 potable water system and water sources, and other ancillary rights associated with the ownership
27 of the water rights being transferred herein, excepting and retaining rights to 1729-acre feet per
28 year of potable water for the Grantor's exclusive use.

29
30 E. The Grantor wastewater discharge capacity rights, and other ancillary rights
31 associated with the ownership of the wastewater allocation as defined in an agreement with
32 Monterey Regional Water Pollution Control Agency, Army contract DAKF03-83-C-0527, Dated
33 April 1, 1984, associated with the prepaid wastewater treatment capacity of 2.22 million gallons
34 per day (mgd, average dry weather flow).

35
36 F. All appurtenant easements and other rights appurtenant thereto and not otherwise
37 excluded herein; and

38
39 G. All hereditaments and tenements therein and reversions, remainders, issues,
40 profits, privileges and other rights belonging or related thereto.

41
42 H. The Grantor retained assignable rights on former Fort Ord parcels that had been
43 transferred to others to provide easements for the potable water and wastewater system utility

QUITCLAIM DEED FOR WATER AND WASTEWATER SYSTEMS

1 pipes, appurtenances, utility parcels, and for access easements to these utility system components
2 and parcels. Simultaneously with the execution and delivery of this Deed, the Grantor is
3 transferring these easements to real property underlying such utility system components as listed
4 in Exhibits B and C and shown on the drawings titled Fee Title and Easement Request Drawings
5 SN 23,538 through SN 23,717 inclusive on file at the Monterey County Recorders Office.
6

7 II. APPURTENANT EASEMENTS 8

9 A. Grantor hereby declares and grants to Grantee, a perpetual and assignable non-
10 exclusive access easement over, across, under, and through all paved roads retained by the Grantor
11 for access purposes, which easements shall run with the land and be perpetually in full force and
12 effect.
13

14 B. The Grantee agrees to the following terms and conditions:
15

- 16 1. to comply with all applicable federal, state and local laws and regulations;
17
- 18 2. to pay the Grantor the full value for all damages to the lands or other property of
19 the United States caused by the Grantee or its employees, contractors, or employees of the
20 contractors arising from its use, occupancy, or operations within the easement areas;
21
- 22 3. that the easements granted shall be for the specific use described and may not be
23 construed to include the further right to authorize any other use within the easements unless
24 approved in writing by the fee holder of the land subject to the easement;
25
- 26 4. that any transfer of the easements by assignment, lease, operating agreement, or
27 otherwise must include language that the transferee agrees to comply with and be bound by the
28 terms and conditions of the original grant of easement;
29
- 30 5. that, unless otherwise provided, no interest granted shall give the Grantee any right
31 to remove any material, earth, or stone for consideration or other purpose except as necessary in
32 exercising its rights hereunder;
33
- 34 6. that a rebuttable presumption of abandonment of any of the easements is raised by
35 the failure of the Grantee to use for any continuous two (2) year period an easement for the purpose
36 for which it was granted hereby; and that, in the event of such abandonment, the Grantor or its
37 successor will notify the Grantee of its intention to terminate the easement for abandonment sixty
38 (60) days from the date of the notice, unless prior to the end of said sixty (60) day period the
39 Grantee either resumes its use of the easement or demonstrates conclusively that said resumption of
40 use will occur within a reasonable amount of time thereafter, not to exceed an additional ninety (90)
41 day period (for purposes of this subparagraph, flow of non-potable water through the piping system
42 shall constitute continuous use of the easement); and
43

QUITCLAIM DEED FOR WATER AND WASTEWATER SYSTEMS

1 7. to restore any easement area so far as it is reasonably possible to do so upon
2 abandonment or release of any easement as provided herein, unless this requirement is waived in
3 writing by the fee owner.
4

5 **III. EXCLUSIONS AND RESERVATIONS**

6
7 This conveyance is made subject to the following **EXCLUSIONS** and **RESERVATIONS**:
8

9 A. The Property is taken by the Grantee subject to any and all valid and existing
10 recorded outstanding liens, licenses, leases, easements, and any other encumbrances made for the
11 purpose of roads, streets, utility systems, rights-of-way, pipelines, and/or covenants, exceptions,
12 interests, liens, reservations, and agreements of record.
13

14 B. The Grantor reserves a perpetual right to enter the Property for the specific purpose
15 of treating or removing any unexploded shells, mines, bombs, or other such devices deposited or
16 caused by the Grantor.
17

18 C. The reserved rights and easements set forth in this Section are subject to the
19 following terms and conditions:
20

21 1. to comply with all applicable federal law and lawful existing regulations;
22

23 2. that the easements granted shall be for the specific use described and may not be
24 construed to include the further right to authorize any other use within the easements unless
25 approved in writing by the fee holder of the land subject to the easement;
26

27 3. that any transfer of the easements by assignment, lease, operating agreement, or
28 otherwise must include language that the transferee agrees to comply with and be bound by the
29 terms and conditions of the original grant;
30

31 4. that, unless otherwise provided, no interest granted shall give the Grantor any
32 right to remove any material, earth, or stone for consideration or other purpose except as necessary
33 in exercising its rights hereunder; and
34

35 5. to restore any easement area so far as it is reasonably possible to do so upon
36 abandonment or release of any easement as provided herein, unless this requirement is waived in
37 writing by the Grantee.
38

39 D. Grantor reserves mineral rights that Grantor owns presently or may at a future date
40 be determined to own, with the right of surface entry in a manner that does not unreasonably
41 interfere with Grantee's development and quiet enjoyment of the Property.
42

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1 E. The Grantor reserves a non-exclusive easement to allow continued access for the
2 Grantor (or its designated contractor) and the appropriate environmental regulatory agencies to
3 permit necessary groundwater monitoring at wells located on the Property. The Grantor also
4 reserves a right of entry and non-exclusive easement for the establishment and use of new
5 groundwater monitoring wells deemed by the Grantor, in cooperation with the Grantee, its
6 successors or assigns, to be necessary for ongoing groundwater remediation. The Grantee, its
7 successors or assigns, or any other person or entity acting for or on behalf of the Grantee, its
8 successors or assigns, shall not tamper with the groundwater monitoring wells on the Property
9 without the written consent of the Grantor. Said groundwater monitoring wells shall remain the
10 property of the Grantor.
11

12 **TO HAVE AND TO HOLD** the Property unto the Grantee and its successors and
13 assigns forever, provided that this deed is made and accepted upon each of the following notices,
14 covenants, restrictions, and conditions which shall be binding upon and enforceable against the
15 Grantee, its successors and assigns, in perpetuity, as follows:
16

17 **IV. "AS IS, WHERE IS"**

18

19 The Property is conveyed in an "As Is, Where Is" condition without any representation,
20 warranty or guarantee, except as required pursuant to applicable law or as otherwise stated
21 herein, by the Grantor as to quantity, quality, title, character, condition, size, or kind, or that the
22 same is in condition or fit to be used for the purpose for which intended, and no claim for
23 allowance or deduction upon such grounds will be considered. There is no obligation on the part
24 of the Grantor to make any alterations, repairs, or additions, and said Grantor shall not be liable
25 for any latent or patent defects in the Property. This section shall not affect the Grantor's
26 responsibility under CERCLA or Section VI herein.
27

28 **V. FEDERAL FACILITIES AGREEMENT (FFA)**

29

30 By accepting this deed, the Grantee acknowledges that the Grantee has read the FFA, and
31 recognizes that, should any conflict arise between the terms of the FFA and the terms of this
32 Deed, the FFA will take precedence. Notwithstanding any other provisions of this conveyance,
33 the Grantor assumes no liability to the Grantee should implementation of the FFA interfere with
34 the Grantee's use of the Property. Grantor shall give Grantee reasonable notice of its actions
35 required by the FFA and Grantor shall, consistent with the FFA, and at no additional cost to the
36 Grantor, endeavor to minimize the disruption of the Grantee's, its successors' or assigns' use of
37 the Property. The Grantee shall have no claim on account of any such interference against the
38 Grantor or any officer, agent, employee, or contractor thereof.
39

40 **VI. CERCLA COVENANTS, NOTICE, AND ENVIRONMENTAL REMEDIATION**

41

42 A. Pursuant to Section 120(h)(4) of the Comprehensive Environmental Response,
43 Compensation, and Liability Act, as amended, 42 U.S.C. Section 9601 *et seq.* ("CERCLA"),

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1 Finding of Suitability to Transfer (FOST) documents are attached as Exhibit "E" to the Deed; an
2 Environmental Baseline Survey (EBS) report is referenced in the FOST and sets forth the
3 existing environmental condition of the Real Property. The FOST sets forth the basis for the
4 Grantor's determination that the Real Property is suitable for transfer. The Grantee is hereby
5 made aware of the notifications contained in the EBS and the FOST. The Grantor represents that
6 the Real Property is environmentally suitable for transfer to Grantee for the purposes identified
7 in the Final Fort Ord Base Reuse Plan dated December 12, 1994, as amended on June 13, 1997,
8 as approved by the Fort Ord Reuse Authority. If, after conveyance of the Real Property to
9 Grantee, there is an actual or threatened release of a hazardous substance on the Real Property, or
10 in the event that a hazardous substance is discovered on the Real Property after the date of the
11 conveyance, whether or not such substance was set forth in the technical environmental reports,
12 including the EBS, Grantee or its successor or assigns shall be responsible for such release or
13 newly discovered substance unless such release or such newly discovered substance was due to
14 Grantor's activities, ownership, use, presence on, or occupation of the Real Property, or the
15 activities of Grantor's contractors and/or agents. Grantee, its successors and assigns, as
16 consideration for the conveyance, agrees to release Grantor from any liability or responsibility
17 for any claims arising out of or in any way predicated on release of any hazardous substance on
18 the Real Property occurring after the conveyance, where such hazardous substance was placed on
19 the Real Property by the Grantee, or its agents or contractors, after the conveyance.

20
21 B. Based on the FOST, the Real Property has been assigned Department of Defense
22 Environmental Condition Category 1 (areas where no release or disposal of hazardous substances
23 or petroleum products has occurred).

24
25 C. Grantor covenants that any remedial action due to the former activity on the Real
26 Property by the Grantor found to be necessary after such date of transfer shall be performed by
27 the United States unless the person or entity to whom the Real Property is transferred is
28 potentially responsible under CERCLA with respect to the contamination that is the basis for the
29 remedial action on the Property.

30
31 D. Grantee covenants that the Grantor, its officers, agents, employees, contractors
32 and subcontractors, in accordance with section 120(h) of the Comprehensive Environmental
33 Response, Compensation and Liability Act, as amended, reserves a right of access to any and all
34 portions of the Real Property for purposes of environmental investigation, remediation, or other
35 corrective actions found to be necessary after the date of the conveyance of the Real Property.
36 The Grantor and the Grantee agree to cooperate in good faith to minimize any conflict between
37 necessary environmental investigation and remediation activities and Grantee's or any
38 Sublessee's operations. Any inspection, survey, investigation, or other response or remedial
39 action will to the extent practicable, be coordinated with representatives designated by Grantee.
40 Pursuant to this reservation, the Grantor and its officers, agents, employees, contractors,
41 subcontractors shall have the right (upon reasonable notice to the Grantee or the then owner and
42 any authorized occupant of the Real Property) to enter upon the Real Property, and perform
43 surveys, drillings, test pitting, borings, data and/or record compilation, and other activities

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1 related to environmental investigation, and to carry out remedial or removal actions as required
2 or necessary under applicable authorities, including but not limited to installation of monitoring
3 and extraction wells, and other treatment facility.
4

5 E. The Grantor covenants that upon completion of any removal or remediation
6 action that removes the risk giving rise to any restriction on future use or any limitation of
7 activities contained in a Deed or lease for the Real Property or in any other document relating to
8 the Real Property, the Grantor, without any payment of funds by the United States, agrees to
9 cooperate with the Grantee, its successors or assigns, in any application, permit, easement or
10 effort to obtain approval from appropriate Federal, state or local authorities for the purpose of
11 removing any such restriction or limitation, which the Grantee, its successors or assigns, shall
12 seek to remove or eliminate.
13

14 F. The Grantor recognizes its obligation to hold harmless, defend, and indemnify the
15 Grantee and any successor, assignee, transferee, lender, or lessee of the Grantee or its successors
16 and assigns, as required by Section 330 of the National Defense Authorization Act of 1993, as
17 amended (Pub. L. No. 102-484), and to otherwise meet its obligations under Federal law.
18

19 G. Without the expressed written consent of the Grantor in each case first obtained,
20 neither the Grantee, its successors or assigns, nor any other person or entity acting for or on behalf
21 of the Grantee, its successors or assigns, shall interfere with any response action being taken on the
22 Real Property by or on behalf of the Grantor, or interrupt, relocate, or otherwise interfere with any
23 remediation system now or in the future located, over, through, or across any portion of the Real
24 Property.
25

26 VII. NOTICE OF THE PRESENCE OF ASBESTOS 27

28 A. The Grantee is hereby informed and does acknowledge that non-friable asbestos-
29 containing materials (ACM) have been found on the Personal Property, as described in the EBS
30 and referenced asbestos surveys. The ACM on the properties does not currently pose a threat to
31 human health or the environment. All damaged friable asbestos found during the most recent
32 inspection has been abated or repaired.
33

34 B. The Grantee covenants and agrees that its use and occupancy of the Personal
35 Property will be in compliance with all applicable laws relating to asbestos; and that the Grantor
36 assumes no liability for future remediation of asbestos or damages for personal injury, illness,
37 disability, or death, to the Grantee, its successors or assigns, or to any other person, including
38 members of the general public, arising from or incident to the purchase, transportation, removal,
39 handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever
40 with asbestos on the Personal Property after the date of this Deed, whether the Grantee, its
41 successors or assigns have properly warned or failed to properly warn the individual(s) injured.
42 The Grantee assumes no liability for damages or remediation for personal injury, illness,
43 disability, death or property damage arising from (i) any exposure to asbestos or ACM that

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1 resulted prior to the Grantor's conveyance of such portion of the Personal Property to the
2 Grantee pursuant to this Deed or any leases entered into between the Grantor and Grantee, or (ii)
3 any disposal of asbestos or ACM, prior to the Grantor's conveyance of the Personal Property to
4 the Grantee.
5

6 C. The Grantee acknowledges that it has had the opportunity to inspect the Personal
7 Property as to its asbestos content and condition and any hazardous or environmental conditions
8 relating thereto. The failure of the Grantee to inspect or be fully informed as to the asbestos
9 condition of all or any portion of the Personal Property will not constitute grounds for any claim
10 or demand against the United States.
11

12 D. The Grantee, its successors and assigns are hereby informed that unprotected or
13 unregulated exposures to asbestos in product manufacturing, shipyard, building construction
14 workplaces have been associated with asbestos-related diseases. Both the Occupational Safety
15 and Health Administration (OSHA) and the EPA regulate asbestos because of the potential
16 hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have
17 determined that such exposure increases the risk of asbestos-related diseases, which include
18 certain cancers and which can result in disability or death.
19

20 E. The Grantee further agrees to indemnify and hold harmless the Grantor, its
21 officers, agents and employees, from and against all suits, claims, demands or actions, liabilities,
22 judgments, costs and attorneys' fees arising out of, or in any manner predicated upon, exposure
23 to asbestos on any portion of the Personal Property after this conveyance of the Personal
24 Property to the Grantee or any future remediation or abatement of asbestos or the need therefore.
25 The Grantee's obligation hereunder shall apply whenever the United States incurs costs or
26 liabilities for actions giving rise to liability under this section.
27

28 VIII. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT

29

30 A. The Personal Property does not contain residential buildings and is not being
31 transferred for residential purposes. The Grantee is hereby informed and does acknowledge that
32 all buildings, which were constructed or rehabilitated prior to 1978, are presumed to contain
33 lead-based paint (LBP). Lead from paint, paint chips, and dust can pose health hazards if not
34 managed properly. Every purchaser of any interest in Residential Real Property on which a
35 residential dwelling was built prior to 1978 is notified that such property may present exposure
36 to lead from lead-based paint that may place young children at risk of developing lead poisoning.
37 Lead poisoning in young children may produce permanent neurological damage, including
38 learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory.
39 Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in
40 Residential Real Property is required to provide the buyer with any information on lead-based
41 paint hazards from risk assessments or inspections in the seller's possession and notify the buyer
42 of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based
43 paint hazards is recommended prior to purchase. "Residential Real Property" means any housing

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1 constructed prior to 1978, except housing for the elderly (households reserved for and composed
2 of one or more persons 62 years of age or more at the time of initial occupancy) or persons with
3 disabilities (unless any child who is less than 6 years of age resides or is expected to reside in
4 such housing) or any 0-bedroom dwelling.
5

6 B. Available information concerning known lead-based paint hazards, the location of
7 lead-based paint and/or lead-based paint hazards, and the condition of painted surfaces is
8 contained in the Environmental Baseline Survey, which has been provided to the Grantee. All
9 purchasers must also receive the federally approved pamphlet on lead poisoning prevention.
10 Buildings constructed after 1977 are assumed to be free of lead-based paint. The Government
11 performed no other surveys or studies assessing the possible presence of lead-based paint in
12 former or existing buildings on the Premises. The Grantee hereby acknowledges receipt of all of
13 the information described in this paragraph.
14

15 C. The Grantee, its successors and assigns, covenants and agrees that they shall not
16 permit the occupancy or use of any buildings or structures located on the Personal Property,
17 which were constructed or rehabilitated prior to 1978, as Residential Real Property without
18 complying with this Paragraph VIII. C. NOTICE OF THE PRESENCE OF LEAD BASED
19 PAINT and all applicable federal, state, and local laws and regulations pertaining to lead-based
20 paint and/or lead-based paint hazards.
21

22 D. The Grantee covenants and agrees that it shall not permit the occupancy or use of
23 any buildings or structures on the Personal Property as Residential Real Property without
24 complying with this section and all applicable federal, state, and local laws and regulations
25 pertaining to lead-based paint and /or lead based paint hazards. Prior to permitting the
26 occupancy of Residential Real Property, if required by law or regulation, the Grantee, its
27 successors and assigns, at its sole expense, will: (i.) inspect for the presence of lead-based paint
28 and/or lead-based paint hazards; (ii.) abate and eliminate lead-based paint hazards in accordance
29 with all applicable laws and regulations; and (iii.) comply with all applicable notice and
30 disclosure requirements under applicable federal and state law. The Grantee agrees to be
31 responsible for all remediation of lead-based paint or lead-based paint hazards found to be
32 necessary on the Property after conveyance to the Grantee.
33

34 E. The Grantor assumes no liability for remediation or damages for personal injury,
35 illness, disability, or death, to the Grantee, its successors or assigns, sublessees, or to any other
36 person, including members of the general public, arising from or incident to lead-based paint
37 located on the Property. The Grantee further agrees to indemnify and hold harmless the Grantor,
38 its officers, agents and employees, from and against all suits, claims, demands or actions,
39 liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon,
40 remediation, personal injury, death or property damage resulting from, related to, caused by or
41 arising out of lead-based paint on the Property. The Grantee's obligation hereunder shall apply
42 whenever the United States of America incurs costs or liabilities for actions giving rise to
43 liability under this section. However, the Grantee assumes no liability for (i) remediation or

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1 damages for personal injury, illness, disability or death suffered or incurred by the Grantor, its
2 officers, agents and employees or by any other person, including members of the general public,
3 arising from any exposure of any person to lead-based paint on any portion of the Personal
4 Property occurring prior to the date of conveyance of such portion of the Personal Property to the
5 Grantee, or (ii) any failure of the Grantor to comply with any legal requirements applicable to
6 lead-based paint conditions on any portion of the Property prior to the Grantor's conveyance of
7 such portion of the Personal Property to the Grantee pursuant to the Agreement, or (iii) any lead-
8 based paint or lead-based paint hazards which were located on the Personal Property at any time
9 prior to the date of the Grantor's transfer of the applicable portion of the Personal Property but
10 are no longer located thereon at the time of such lease or transfer, or (iv) any disposal, prior to
11 the Grantor's transfer of the applicable portion of the Personal Property, of any lead-based paint
12 or materials contaminated by lead-based paint.

13
14 F. The Grantee's obligation hereunder shall apply whenever the United States of
15 America incurs costs or liabilities for actions giving rise to liability under this section.

16
17 G. The covenants, restrictions, and requirements of this Paragraph shall be binding
18 upon the Grantee, its successors and assigns, and shall be deemed to run with the land.

19 20 IX. NOTICE OF THE POTENTIAL FOR THE PRESENCE OF POLYCHLORINATED 21 BIPHENYL (PCB)

22
23 A. Based upon a review of existing records and available information, there are no
24 PCB containing transformers located on the Personal Property. Some fluorescent light ballasts
25 may contain PCBs in excess of 50 ppm which are subject to TSCA requirements. There is no
26 evidence of unremediated releases from PCB equipment.

27
28 B. The Grantee is hereby informed and does acknowledge that equipment containing
29 PCBs may exist on the Personal Property to be used, described as follows: fluorescent light
30 ballasts. The PCB equipment does not currently pose a threat to human health or the
31 environment.

32
33 C. The Grantor assumes no liability for remediation or damages for personal injury,
34 illness, disability, or death, to the Grantee, its successors or assigns, sublessees, or to any other
35 person, including members of the general public, arising from or incident to PCBs located on the
36 Personal Property. The Grantee further agrees to indemnify and hold harmless the Grantor, its
37 officers, agents and employees, from and against all suits, claims, demands or actions, liabilities,
38 judgments, costs and attorneys' fees arising out of, or in any manner predicated upon,
39 remediation, personal injury, death or property damage resulting from, related to, caused by or
40 arising out of PCBs on the Personal Property. The Grantee's obligation hereunder shall apply
41 whenever the United States of America incurs costs or liabilities for actions giving rise to
42 liability under this section. However, the Grantee assumes no liability for (i) remediation or
43 damages for personal injury, illness, disability or death suffered or incurred by the Grantor, its

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1 officers, agents and employees or by any other person, including members of the general public,
2 arising from any exposure of any person to PCBs on any portion of the Personal Property
3 occurring prior to the date of conveyance of such portion of the Personal Property to the Grantee,
4 or (ii) any failure of the Grantor to comply with any legal requirements applicable to PCBs on
5 the Personal Property prior to the Grantor's conveyance of the Personal Property to the Grantee
6 pursuant to the MOA, or (iii) any PCBs or PCB hazards which were located on the Personal
7 Property at any time prior to the date of the Grantor's transfer of the applicable portion of the
8 Personal Property but are no longer located thereon at the time of such lease or transfer, or (iv)
9 any disposal, prior to the Grantor's transfer of the applicable portion of the Personal Property, of
10 any PCBs or materials contaminated by PCBs.

11
12 D. The Grantee covenants and agrees that its continued use and management of any
13 PCB containing equipment will be in compliance with all applicable laws relating to PCBs and
14 PCB containing equipment.

15 16 X. ORDNANCE AND EXPLOSIVES (OE)

17
18 A. The former Fort Ord is a former military installation with a history of OE use and,
19 therefore, there is a potential for OE to be present on the Real Property. An archival search
20 conducted during the compilation of the Fort Ord Comprehensive Environmental Response
21 Facilitation Act (CERFA) Report found no evidence of OE on the Real Property. However, OE
22 investigations indicate that portions of the potable water and wastewater systems may be located
23 within OE sites on the former Fort Ord as shown on the Ordnance and Explosives Sites Map,
24 attached hereto as Exhibit F. In the event the Grantee, its successors, and assigns, should
25 discover any ordnance on the Premises, they shall not attempt to remove or destroy it, but shall
26 immediately notify the local Police Department and the Directorate of Law Enforcement at the
27 Presidio of Monterey and competent Grantor or Grantor designated explosive ordnance
28 professional will be dispatched promptly to dispose of such ordnance properly at no expense to
29 the Grantee, whenever OE may be discovered.

30
31 B. Entry and excavation within OE Sites will require prior coordination with the
32 Presidio of Monterey's Directorate of Environmental and Natural Resources Management and
33 the U.S. Army Corps of Engineers. A Grantor approved ordnance disposal specialist must be
34 present when access and excavations are necessary in the OE sites. Access requests will be
35 submitted a minimum of 5 working days prior to the date of entry. Information required on the
36 request includes location of entry and location and scope of any planned work to include depth of
37 excavation. Access approval will set forth the conditions and requirements that must be met to
38 work in the OE Sites. In addition, the Grantor will be providing this notice to the Grantee
39 annually as a reminder of this land use control and the hazards associated with unexploded
40 ordnance. As the Grantor's OE removal actions continue and sites are completed, this land use
41 control may be removed.
42

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1 C. All MCWD supervisors and field personnel who will be entering OE sites are
2 required to receive annual OE recognition and safety briefings. The Grantor will provide the OE
3 recognition training to MCWD personnel when requested.
4

5 D. In the event a water or wastewater system component problem requires immediate
6 corrective action within an OE Site, contact the Directorate of Law Enforcement at the Presidio
7 of Monterey immediately.
8

9 XI ENDANGERED SPECIES

10
11 The Grantee, its successors or assigns shall comply with the requirements, if any and if
12 applicable, of the Fort Ord Installation-Wide Multi-species Habitat Management Plan (“HMP”) for
13 Former Fort Ord, California.
14

15 A. The Property is within HMP Development Areas. No resource conservation
16 requirements are associated with the HMP for these parcels. However, small pockets of habitat
17 may be preserved within and around the Property.
18

19 B. The Biological Opinion identifies sensitive biological resources that may be
20 salvaged for use in restoration activities within reserve areas, and allows for development of the
21 Parcels.
22

23 C. The HMP does not exempt the Grantee from complying with environmental
24 regulations enforced by federal, state, or local agencies. These regulations could include
25 obtaining the Endangered Species Act (ESA) (16 U.S.C. §§ 1531-1544 *et seq.*) Section 7 or
26 Section 10(a) permits from the U.S. Fish and Wildlife Service (USFWS); complying with
27 prohibitions against take of listed animals under ESA Section 9, complying with prohibitions
28 against the removal of listed plants occurring on federal lands or the destruction of listed plants
29 in violation of any state laws; complying with measures for conservation of state-listed
30 threatened and endangered species and other special-status species recognized by California
31 Department of Fish and Game (DFG) under the California ESA, or California Environmental
32 Quality Act (CEQA); and, complying with local land use regulations and restrictions.
33

34 D. The HMP serves as a management plan for both listed and candidate species, and
35 is a prelisting agreement between the USFWS and the local jurisdiction for candidate species that
36 may need to be listed because of circumstances occurring outside the area covered by the HMP.
37

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

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1 F. The HMP does not authorize incidental take of any species listed as threatened or
2 endangered under the ESA by entities acquiring land at the former Fort Ord. The USFWS has
3 recommended that all non federal entities acquiring land at former Fort Ord apply for ESA
4 Section 10(a)(1)(B) incidental take permits for the species covered in the HMP. The definition
5 of "take" under the ESA includes to harass, harm, hunt, shoot, wound, kill, trap, capture, or
6 collect, or attempt to engage in any such conduct. Although the USFWS will not require further
7 mitigation from entities that are in conformance with the HMP, those entities without incidental
8 take authorization would be in violation of the ESA if any of their actions resulted in the take of
9 a listed animal species. To apply for a Section 10(a)(1)(B) incidental take permit, an entity must
10 submit an application form (Form 3-200), a complete description of the activity sought to be
11 authorized, the common and scientific names of the species sought to be covered by the permit,
12 and a conservation plan (50 CFR 17.22[b]).
13

14 G. The Grantee acknowledges that it has signed the HMP dated April 1997 and will
15 cooperate with adjacent property owners in implementing mitigation requirements identified in
16 the HMP for adjacent sensitive habitat areas.
17

18 XII. AIR NAVIGATION RESTRICTION

19

20 The Monterey Airport and the former Fritzsche Airfield now known as the Marina
21 Municipal Airport are in close proximity of the subject property. Accordingly, in coordination
22 with the Federal Aviation Administration, the Grantee, covenants and agrees, on behalf of it, its
23 successors and assigns and every successor in interest to the Property herein described, or any
24 part thereof, that, when applicable, there will be no new construction or alteration unless a
25 determination of no hazard to air navigation is issued by the Federal Aviation Administration in
26 accordance with Title 14, Code of Federal Regulations, Part 77, entitled, Objects Affecting
27 Navigable Airspace, or under the authority of the Federal Aviation Act of 1968, as amended.
28

29 XIII. COASTAL ZONE MANAGEMENT ACT (CZMA) CONSISTENCY 30 REQUIREMENTS

31
32 A. The Negative Determination U.S. Army, Disposal and Reuse of Parcels on
33 Former Fort Ord, Monterey County, dated November 1, 1995 (ND-109-95) and the Army's
34 Coastal Zone Management Act Consistency Determination dated February 1994 (CD-16-94)
35 identifies requirements for the transfer and reuse of lands at the former Fort Ord. By accepting
36 this Deed, the Grantee agrees to comply with the requirements specified by the California
37 Coastal Commission with respect to the Army's Coastal Zone Management Act Consistency
38 Determination.
39

40 B. The Grantee recognizes that should any conflict arise between the Army's Coastal
41 Zone Management Act Consistency Determination and the terms of this document, the
42 Consistency Determination will take precedence. Notwithstanding any other provisions of this
43 transfer, the Grantor assumes no liability to the Grantee should implementation of the

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1 Consistency Determination interfere with the Grantee's use of the Premises. The Grantee shall
2 have no claim on account of any such interference against the Grantor or any officer, agent,
3 employee, or contractor thereof.
4

5 **XIV. ENFORCEMENT AND NOTICE REQUIREMENT**

6
7 A. The provisions of this Deed benefit the governments of the United States of
8 America, the State of California, acting on behalf of the public in general, the local governments,
9 and the lands retained by the Grantor and, therefore, are enforceable, by resort to specific
10 performance or legal process by the United States, the State of California, the local governments,
11 and by the Grantee, and its successors and assigns. Enforcement of this Deed shall be at the
12 discretion of the parties entitled to enforcement hereof, and any forbearance, delay or omission to
13 exercise their rights under this Deed in the event of a breach of any term of this Deed, shall not be
14 deemed to be a waiver by any such party of such term or of any subsequent breach of the same or
15 any other terms, or of any of the rights of said parties under this Deed. All remedies available
16 hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA.
17 The enforcement rights set forth in this Deed against the Grantee, or its successors and assigns, shall
18 only apply with respect to the Property conveyed herein and held by such Grantee, its successors or
19 assigns, and only with respect to matters occurring during the period of time such Grantee, its
20 successors or assigns, owned or occupied such Property or any portion thereof.
21

22 B. The Grantee, its successors or assigns, shall neither transfer the Property, nor any
23 portion thereof, nor grant any interest, privilege, or license whatsoever in connection with the
24 Property without the inclusion, to the extent applicable to the Property or any portion thereof, of
25 the environmental protection provisions contained in the following Paragraphs: Exclusions and
26 Reservations; Federal Facilities Agreement; CERCLA Covenants, Notices and Environmental
27 Remediation; Notice of Presence of Asbestos; Notice of Presence of Lead-Base Paint; Notice Of
28 The Potential For The Presence Of Polychlorinated Biphenyl (PCB); Ordnance and Explosives;
29 Endangered Species; Air Navigation Restriction; and Coastal Zone Management Act (CZMA)
30 Consistency Requirements; and shall require the inclusion, to the extent applicable, of such
31 environmental protection provisions in all further deeds, transfers, leases, or grant of any interest,
32 privilege, or license.
33

34 C. The obligations imposed in this Paragraph upon the successors or assigns of Grantee
35 shall only extend to the property conveyed to any such successor or assign.
36

37 **XV. NOTICE OF NON-DISCRIMINATION**

38
39 With respect to activities related to the Property, the Grantee hereby agrees that it will
40 comply with the requirements of Title VI of the Civil Rights Act of 1964 (Public Law No. 88-352)
41 and all requirements imposed by or pursuant to the regulations issued pursuant to the Act and now
42 in effect, to the end that, in accordance with said Act and regulations, no person in the United States
43 shall, on the ground of race, color, national origin, sex, or handicap be excluded from participation

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1 in, be denied the benefits of, or otherwise be subjected to discrimination under any program or
2 activity related to the Property of the Grantee, its successors or assigns.

3 4 **XVI. ANTI-DEFICIENCY ACT STATEMENT**

5
6 The Grantor's obligation to pay or reimburse any money under this Deed is subject to the
7 availability of appropriated funds to the Department of the Army, and nothing in this Deed shall
8 be interpreted to require obligations or payments by the Grantor in violation of the Anti-
9 Deficiency Act.

10 11 **XVII. GENERAL PROVISIONS**

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

18
19 B. SEVERABILITY. If any provision of this Deed, or the application of it to any
20 person or circumstance, is found to be invalid, the remainder of the provisions of this Deed, or the
21 application of such provisions to persons or circumstances other than those to which it is found to be
22 invalid, as the case may be, shall not be affected thereby.

23
24 C. NO FORFEITURE. Nothing contained herein will result in a forfeiture or reversion
25 of title in any respect.

26
27 D. CAPTIONS. The captions in this Deed have been inserted solely for convenience of
28 reference and are not a part of this Deed and shall have no effect upon construction or interpretation.

29
30 E. RIGHT TO PERFORM. Any right which is exercisable by the Grantee, and its
31 successors and assigns, to perform under this Deed may also be performed, in the event of
32 default by the Grantee, or its successors and assigns, by a lender of the Grantee and its
33 successors and assigns.

34 35 **XIX. THE CONDITIONS, RESTRICTIONS, AND COVENANTS**

36
37 The conditions, restrictions, and covenants set forth in this deed are a binding servitude on
38 the herein conveyed Property and will be deemed to run with the land in perpetuity. Restrictions,
39 stipulations and covenants contained herein will be inserted by the Grantee verbatim or by express
40 reference in any deed or other legal instrument by which it divests itself of either the fee simple title
41 or any other lesser estate in the Property or any portion thereof. All rights and powers reserved to
42 the Grantor, and all references in this deed to Grantor shall include its successor in interest. The
43 Grantor may agree to waive, eliminate, or reduce the obligations contained in the covenants,

QUITCLAIM DEED FOR WATER AND WASTEWATER SYSTEMS

1 **PROVIDED, HOWEVER,** that the failure of the Grantor or its successor to insist in any one or
2 more instances upon complete performance of any of the said conditions shall not be construed as a
3 waiver or a relinquishment of the future performance of any such conditions, but the obligations of
4 the Grantee, its successors and assigns, with respect to such future performance shall be continued
5 in full force and effect.
6

7 **XX. LIST OF EXHIBITS**

8
9 The following listed Exhibits are made a part of this Deed:

- 10
11 Exhibit A: Legal Description of Real Property
12 Exhibit B: Water and Wastewater Systems on Ord Military Community
13 Exhibit C: Water and Wastewater Systems Outside the Ord Military Community
14 Exhibit D: Fort Ord Parcels for Disposal Map
15 Exhibit E: Finding of Suitability to Transfer (FOST)
16 Exhibit F: Ordnance and Explosives Site Map
17
18
19
20
21

22 [Signature Pages Follow]
23

QUITCLAIM DEED FOR WATER AND WASTEWATER SYSTEMS

IN WITNESS WHEREOF, the Grantor, the UNITED STATES OF AMERICA, acting by and through the SECRETARY OF THE ARMY, has caused these presents to be executed this 23rd day of October, 2001.

UNITED STATES OF AMERICA

By: [Signature]
Joseph W. Whitaker
Acting Deputy Assistant Secretary of the Army
Installations & Housing

COMMONWEALTH OF VIRGINIA)
) ss
COUNTY OF ARLINGTON)

On 23 October 2001 before me, the undersigned, a Notary Public in and for said state, personally appeared Joseph W. Whitaker personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public, Commonwealth of Virginia

MY COMMISSION EXPIRES
November 30, 2002

QUITCLAIM DEED FOR WATER AND WASTEWATER SYSTEMS

ACCEPTANCE:

In Testimony Whereof, witness the signature of the Fort Ord Reuse Authority ("Authority"), an organization organized and existing under the laws of the State of California under the Fort Ord Reuse Authority Act created under Title 7.85 of the California Government Code, Chapters 1 through 7, inclusive, commencing with Section 67650, et seq., and selected provisions of the California Redevelopment Law, including Division 24 of the California Health and Safety Code, Part 1, Chapter 4.5, Article 1, commencing with Section 33492, et seq., and Article 4, commencing with Section 33492.70, et seq., this 24th day of October, 2001 hereby accepts and approves this Quitclaim Deed for itself, its successors and assigns, and agrees to all the conditions, reservations, restrictions, and terms contained therein.

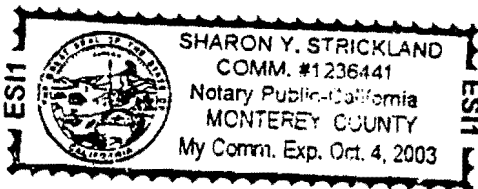
FORT ORD REUSE AUTHORITY
LOCAL REDEVELOPMENT AUTHORITY

By: [Signature]
Michael A. Houlemard, Jr.
Executive Officer

STATE OF CALIFORNIA)
) ss
COUNTY OF MONTEREY)

On October 24, 2001 before me, the undersigned, a Notary Public in and for said state, personally appeared Michael A. Houlemard, Jr. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



[Signature]
Notary Public, State of California

QUITCLAIM DEED FOR WATER AND WASTEWATER SYSTEMS

1
2
3
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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Legal Description:

A 1.23 ACRE PARCEL OF LAND, BEING A PORTION OF "MARINA I", AS DESIGNATED FOR ECONOMIC DEVELOPMENT CONVEYANCE.

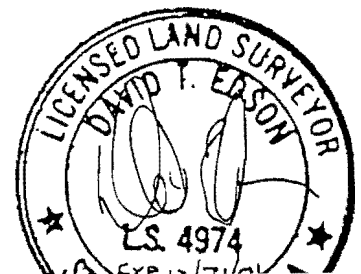
All that certain real property situate in Rancho Las Salinas, Monterey City Lands Tract No. 1, City of Marina, County of Monterey, State of California described as follows:

A portion of Parcel 1, as said Parcel 1 is shown and so designated on the map filed for record in Volume 23 of "Surveys", at Page 91, Records of Monterey County, California, said portion being more particularly described as follows:

COMMENCING at the northernmost point of Parcel 9, as shown and so designated on the map filed for record in Volume 19 of "Surveys", at Page 20, and more particularly described as point 59, being a 1" iron pipe, tagged "RCE 15310"; thence North 17° 57' 34" East, 191.47 feet to a ½" rebar tagged "LS 3304"; thence North 10° 03' 31" West, 557.89 feet to a ½" rebar tagged "LS 3304"; thence North 67° 32' 34" East, 402.77 feet to the true point of beginning, being a set 1" iron pipe with brass tag "LS 4974"; thence

- 1) Northeasterly, along the arc of a curve to the left, concave to the northwest, the center of which bears North 22° 20' 31" West, 1340.00 feet, through a central angle of 15° 13' 54", 356.23 feet to a set mag nail with a 1½" stainless steel washer stamped "LS 4974"; thence
- 2) North 52° 25' 35" East, 318.71 feet to a set mag nail with a 1½" stainless steel washer stamped "LS 4974"; thence
- 3) Northeasterly, along the arc of a curve to the right, concave to the southeast, the center of which bears South 37° 34' 25" East, 2470.00 feet, through a central angle of 3° 22' 03", 145.17 feet to a set 1" iron pipe with brass tag "LS 4974" thence
- 4) North 34° 12' 22" West, 56.85 feet to a set 1" iron pipe with brass tag "LS 4974"; thence
- 5) South 63° 02' 13" West, 107.63 feet to a set 1" iron pipe with brass tag "LS 4974"; thence
- 6) South 47° 05' 27" West, 119.26 feet to a set 1" iron pipe with brass tag "LS 4974"; thence
- 7) South 53° 27' 41" West, 300.53 feet to a set 1" iron pipe with brass tag "LS 4974"; thence
- 8) South 59° 39' 25" West, 219.54 feet to a set 1" iron pipe with brass tag "LS 4974"; thence
- 9) North 71° 32' 47" East, 61.39 feet to a set 1" iron pipe with brass tag "LS 4974"; thence
- 10) South 22° 17' 58" East, 69.78 feet to the point of beginning.

Containing 1.23 Acres, more or less



QUITCLAIM DEED FOR WATER AND WASTEWATER SYSTEMS

EXHIBIT B

**WATER AND WASTEWATER SYSTEMS
ON ORD MILITARY COMMUNITY (PRESIDIO OF MONTEREY)**

The location of the US Army Ord Military Community (Previously known as the Presidio of Monterey Annex) is shown on the Fort Ord Parcels for Disposal Map [see Exhibit D]. The approximately 782 acres Ord Military Community (Presidio of Monterey) is further described as parcels 1-7, 9 and 11 of the Fort Ord Military Reservation Record of Survey recorded in Book Volume 21, Survey page 83 in the County of Monterey.

Included with this Transfer are the water and wastewater pipelines and appurtenances, and the following buildings and structures located on the Ord Military Community. Ownership of water sprinkler system pipes and appurtenances, water pipe service laterals, and wastewater sewer laterals will remain with the fee title owner of the property. Water pipe service laterals are defined as generally the smaller diameter pipelines that provide a direct connection between a service location (e.g.. a building or other facility or structure) and the upstream potable water distribution system. Where metered, the service lateral would begin immediately downstream of the meter. Wastewater sewer laterals are defined as generally that portion of any sewer beginning two feet outside the foundation wall of any building or facility and running to a connection with a sewer main.

WATER SYSTEM BUILDINGS\STRUCTURES

Fac #	Sheet	Facility Property Type	Size	Exclusive Easement (Acres)	Non-Exclusive Access Easement (Acres)	Owner
4395	W23	"D" Booster Pumps	422 sf	0.55	0	Army

Underground water pipelines and appurtenances on the Ord Military Community (Presidio of Monterey) total 122,460 ft. in length.

WASTEWATER SYSTEM BUILDINGS\STRUCTURES

6634	WW22	Hatten Lift Station	-	0.11	0.03	Army
7698	WW20	Gigling Lift Station	513 sf	0.31	0.62	Army

Underground wastewater pipelines and appurtenances on the Ord Military Community (Presidio of Monterey) total 97,420 ft. in length.

QUITCLAIM DEED FOR WATER AND WASTEWATER SYSTEMS

1

2 Underground recycled water pipelines and appurtenances on the Ord Military Community
3 (Presidio of Monterey) total 8,400 ft. in length.

4 The utility systems and access easement locations are more fully shown on sheets 48-51,
5 59-62, 66-69, 76, 77 in the “Fort Ord Military Reservation Water Facilities”, sheets 48-51, 59-
6 62, 66-69, 76 and 77 in the “Fort Ord Military Reservation Sanitary Sewer Facilities”, and
7 “Marina Coast Water District Public Benefit Conveyance Application Fee Title/Easement
8 Requests” drawings W23, WW20 and WW22 [see Appendix E] filed in the office of the
9 Monterey County Surveyor as SN 23,538 through SN 23,717 inclusive.

10

QUITCLAIM DEED FOR WATER AND WASTEWATER SYSTEMS

EXHIBIT C

**WATER AND WASTEWATER SYSTEMS
OUTSIDE THE ORD MILITARY COMMUNITY (FORMERLY THE PRESIDIO OF
MONTEREY ANNEX) ON THE FORMER FORT ORD**

A description of the former Fort Ord property is provided in the Perimeter Boundary of Fort Ord Record of Survey located in Survey Volume 19, Survey Page 1. Fort Ord contains approximately 27,827 acres.

The former Fort Ord contains approximately 36 different property owners and more than 175 different parcels. The location of these parcels and the location of the Ord Military Community (Presidio of Monterey) are shown on the Fort Ord Parcels for Disposal Map [see Appendix C]. The approximately 800 acres of the Ord Military Community (Presidio of Monterey) are further described as parcels 1-7, 9 and 11 of Bestor Engineering, Inc. Record of Survey recorded in Book Volume 21, Survey page 83 in the County of Monterey.

Included with transfer are the water and wastewater pipelines and appurtenances, and of the buildings and structures on the former Fort Ord outside the Ord Military Community (Presidio of Monterey). Ownership of water sprinkler system pipes and appurtenances, water pipe service laterals, and wastewater sewer laterals will remain with the fee title owner of the property. Water pipe service laterals are defined as generally the smaller diameter pipelines that provide a direct connection between a service location (e.g., a building or other facility or structure) and the upstream potable water distribution system. Where metered, the service lateral would begin immediately downstream of the meter. Wastewater sewer laterals are defined as generally that portion of any sewer beginning two feet outside the foundation wall of any building or facility and running to a connection with a sewer main.

WATER SYSTEM BUILDINGS\STRUCTURES

Fac #	Sheet	Type	Facility Size	Exclusive Easement (Acres)	Non-Exclusive Access Easement (Acres)	Property Owner
122	(W22)	ASP Water Pump Bldg	1901 sf	0.37	0.00	EDC
147	(W18)	East Garr. Water Tank	0.2 Mgal	0.11	0.06	EDC/PBC
230	(W8)	W. Well A #29	510 sf	0.92	0.48	UC
232	(W7)	"F" Booster Inter. Reser.	0.17 Mgal	0.63	2.00	CSUMB
	(W7)	"F" Booster Station	625 sf			
	(W7)	Chlorination Bldg	320 sf			

QUITCLAIM DEED FOR WATER AND WASTEWATER SYSTEMS

1	344**	(W21) Skeetfield Water Tank	0.2 Mgal	0.13	0.06	MCWD
2	449**	(W15) Travel Camp Pump	-	0.10	0.00	MCWD
3	460**	(W17) Travel Camp Tank	0.06 Mgal	0.11	1.15	MCWD
4	475**	(W20) "F" Water Tank	2.0 Mgal	0.92	0.29	MCWD
5		(W6) Future Reservoir Site A		1.72	1.23	MCWD
6	506	(W1) Fritzsche Field Water Tank	0.3 Mgal	1.91	0.20	Marina
7	555***	(W9) Well B (#30)	578 sf	1.50	0.35	MCWD
8	560	(W10) Well C (#31)	510 sf	1.22	0.94	UC
9	565B	(W11) Well D Surge Tank (#32) -		0.01	0.00	UC
10	565	(W16) Well D (#32)	510 sf	0.21	0.86	UC
11	875	(W27) Huffman Reservoir	0.06 Mgal	0.16	0.00	BLM
12	3101**	(W5) MCWD Corp. Yard	57,104 sf	10.55	0.00	MCWD
13		(includes 22 buildings of various sizes and a natural gas tank station with 2 tanks)				
14	4371	(W25) "D" & "E" Water Tanks	2.0 Mgal+2.33		1.08	EDC
15	4373	(W25) Transmitter Bldg	200 sf			
16	4374	(W25) Water Pump House	256 sf			
17	4375	(W25) "E" Water Tank	0.25 Mgal			
18	4424	(W19) "B" Water Tank	2.0 Mgal	1.54	0.07	CSUMB
19		(W19) Water Pump Building 4424A & water equipment Vaults				
20	4475	(W24) "C" Water Tank	2.1 Mgal	2.17	0.25	EDC
21	4976	(W2) Main Booster Station		3.79	1.02	EDC
22	4974	(W2) Main Booster Pumping Stn	2404 sf			
23	4975	(W2) Water Treatment Bldg	221 sf			
24	4976	(W2) Ground Water Tank	1.0 Mgal			
25	4978	(W2) Water Pump Bldg	225 sf			
26	8269	(W26) Bayview Water Tank	0.2 Mgal	0.32	0.84	Seaside
27	8269A	(W26) Water Control				
28	-	(W12) HW-1 above ground crossing A		0.68	0.00	Caltrans
29		(W12-1 also depicts sewer line)				
30	-	(W13) HW-1 above ground crossing B		0.21	0.00	Caltrans
31	-	(W14) HW-1 above ground crossing C		0.16	0.00	Caltrans
32	-	(W4) HW 1 above ground crossing D		0.63	0.00	Caltrans
33	-	(W3) HW-1 under ground crossing		<u>0.07</u>	<u>0.00</u>	Caltrans

34
 35 65,364 sf 32.47 ac 10.88 ac

36
 37 * Reference Water Parcel and Access Easement Maps

38 ** Indicates Future Fee Parcels

39 *** This parcel is being transferred in fee by this deed

40 Underground water pipelines and appurtenances outside of the Ord Military Community
 41 (Presidio of Monterey) total 557,935 ft. in length.

42

QUITCLAIM DEED FOR WATER AND WASTEWATER SYSTEMS

Underground recycled water pipelines and appurtenances outside the Ord Military Community (Presidio of Monterey) total 41,340 ft. in length.

WASTEWATER SYSTEM BUILDINGS\STRUCTURES

Fac #	Sheet	Facility Type	Size	Exclusive Easement (Acres)	Non-Exclusive Access Easement (Acres)	Property Owner
31**	WW18	E.Garrison Lift Station	224 sf	0.14	0.00	EDC/PBC
96**	WW19	EGLift Station	420 sf	0.10	0.00	EDC/PBC
145A	WW17	Dotten Tank	43 sf	0.77	0.31	EDC
505	WW3	Fritzsche Lift Station		0.10		
528	WW2	Fritzsche Lift Station		0.20	0.00	Marina
530	WW4	Fritzsche Lift Station	124 sf	0.25	4.00	Marina
1492	WW15	TAC Lift Station		0.03	0.00	CSUM
2076	WW10	WW Treatment Plant	4766 sf	4.63	0.00	CDPR
2076A	“	Sewer/W. Treat. Bldg	993 sf			
2076B	“	Sewer Pump Stat. Bldg		473 sf		
2076C	“	Sewer Pump Stat. Bldg		631 sf		
2076D	“	Sewer/W. Treat. Bldg		588 sf		
2076E	“	Effluent Contact Facility		506 sf		
2076F	“	Chlorinator Bldg		380 sf		
2076G	“	General Storehouse		860 sf		
2076H	“	Sewer/W. Treat Bldg		1,042 sf		
2076I	“	Sewer/Treat Plant Sec.				
2076J/K	“	Grit Tank and Headworks				
2076L	“	Primary Sediment Tank		7,488 sf		
2076M/N	“	Bio Trickling Filters				
2076O/P	“	Digest Tanks				
2076Q	“	Revolving Drum Screen		2,000 sf		
2076R	“	Chlorine Contact Tank			1,485 sf	
2076S	“	Relocatable Building		320 sf		
2720	WW5	11 th Street Lift Station		0.15	0.00	EDC
4906	WW16	DEH Lift Station	36 sf	0.04	0.44	Marina
5398	WW8	Wittemeyer Lift Station			0.20	3.00
	EDC					
5447	WW9	Landrum Lift Station		0.13	0.09	EDC
5713A	WW13	Schoonover Lift Station		0.15	0.02	CSUMB
5790	WW14	Hodges Lift Station		0.10	0.04	CSUMB
5871	WW12	Imjin Lift Station		0.14	0.14	EDC/CSUM
5990	WW21	Ord Village Lift Station	514 sf	0.91	0.25	CDPR

QUITCLAIM DEED FOR WATER AND WASTEWATER SYSTEMS

1	5987	WW21	Lift Station				
2	5988A	WW21					
3	5989	WW21					
4	6130	WW6	Jefferson Lift Station	-0.13	0.20		EDC
5	6143	WW10	Clark Lift Station	-0.16	0		EDC
6	6225	WW7	San Pablo Lift Station	-0.30	0.69		EDC
7	8775	WW1	Booker Lift Station	304 sf	0.34	0.04	EDC
8		W12	Above ground crossing _____		<u>0.68</u>	<u>0.00</u>	CalTrans
9		(Also depicts water line SN 23,668)					
10				23,197 sf	9.65ac	9.22ac	

11 * Reference Wastewater Parcel and Access Easement Maps.

12 ** Indicates future Fee Parcels.

13
 14 Underground wastewater pipelines and appurtenances outside of the Ord Military Community
 15 (Presidio of Monterey) total 469,590 ft. in length.

16
 17 The utility systems and access easement locations are more fully shown on sheets 2-89 of
 18 the "Fort Ord Military Reservation Water Facilities" drawings, sheets 10-77 of the "Fort Ord
 19 Military Reservation Sanitary Sewer Facilities" drawings, and "Marina Coast Water District
 20 Public Benefit Conveyance Application Fee Title/Easement Requests" drawings W1-W27 and
 21 WW1-WW22 [see Appendix E] filed in the office of the Monterey County Surveyor as SN
 22 23,538 through SN 23,717 inclusive.

23
 24 Included with this transfer are the salvaged well plant and equipment (well casings,
 25 shafts, pump motors, etc.) from abandoned or inactive wells 24, 25, 26, 27 and 28 to be used as
 26 replacement parts for active wells 29(A), 30(B), and 31(C) and inactive well 32(D). Wells 24,
 27 25, 26, 27, and 28 are to be kept closed at all times to prevent endangerment to human life. Also
 28 included are water and wastewater pipes, clamps and other appurtenant equipment and other
 29 water/wastewater equipment formerly owned by IT Corporation. This plant and equipment is
 30 presently stored in the fenced area adjacent to buildings 2778 and 2790.

31
 32 Excluded from the transfer are the non-potable golf course irrigation system and its
 33 components, the water and sewer systems within the boundaries of (parcel L28) and (parcel
 34 L27), and the 12 inch water line that crosses Highway One at about 10th Street.

35
 36 Marina Coast Water District may continue occupancy of buildings 2778, 2778A, 2788,
 37 2790 and the fenced in area until these buildings are transferred to others. At that time, Marina
 38 Coast Water District is required to make arrangements with the future owner of the buildings for
 39 any continued occupancy of the buildings.

40
 41 Approximately 38% of the acreage of the former Fort Ord have already been transferred
 42 to others while the Grantor still maintains ownership of the remainder. On the land already
 43 owned by others, the Grantor is transferring the rights for the existing water and wastewater

QUITCLAIM DEED FOR WATER AND WASTEWATER SYSTEMS

1 system it reserved in transfer documents to provide easements to others. As parcels are
2 environmentally cleared for transfer, additional parcels will be transferred to others.
3

QUITCLAIM DEED FOR WATER AND WASTEWATER SYSTEMS




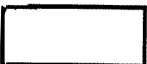


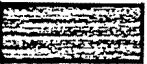


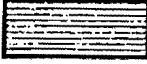

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EXHIBIT D

FORT ORD PARCELS FOR DISPOSAL MAP

PARCELS FOR DISPOSAL

Presidio of Monterey Annex and Former Fort Ord, California

-  Boundary of the Former Fort Ord
-  Limits of the County of Monterey, the cities of Seaside, Marina, and Del Rey Oaks
-  Transferred
-  Memorandum of Understanding
-  Pending Public Benefit Conveyance
-  Not Available (POM Annex)
-  Negotiated Sale
-  Easements/Leases
-  EDC Surplus II Parcels
-  Union/Southern Pacific Railroad Right of Way
-  Covenant Deferral Request (CDR), EDC



THIS EXHIBIT IS AN OVERSIZED MAP. THE MAP IS A PUBLIC DOCUMENT AND IS AVAILABLE FOR VIEWING AT THE OFFICES OF THE FORT ORD REUSE AUTHORITY AND THE U.S. ARMY CORPS OF ENGINEERS.

FORT ORD REUSE AUTHORITY
100 12th STREET - BUILDING 2880
MARINA, CA

U.S. ARMY CORPS OF ENGINEERS
BASE REALIGNMENT & CLOSURE OFFICE
ORD MILITARY COMMUNITY
GIGLING ROAD - BUILDING 4463
SEASIDE, CA

DEED FOR WATER AND WASTEWATER SYSTEMS AND ASSIGNMENT OF EASEMENTS

1
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EXHIBIT B

WHEN RECORDED MAIL TO:

KUTAK ROCK LLP

1101 CONNECTICUT AVENUE, NW
10th FLOOR

WASHINGTON, DC 20036

ATTN: GEORGE SCHLOSSBERG, ESQ.

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT

DEPARTMENT OF THE ARMY

EASEMENT TO FORT ORD REUSE AUTHORITY FOR WATER
AND WASTEWATER DISTRIBUTION SYSTEMS LOCATED ON
FORMER FORT ORD

MONTEREY COUNTY, CALIFORNIA

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DEPARTMENT OF THE ARMY
EASEMENT TO FORT ORD REUSE AUTHORITY
FOR WATER AND WASTEWATER DISTRIBUTION SYSTEMS
LOCATED ON
FORMER FORT ORD
MONTEREY COUNTY, CALIFORNIA

THE SECRETARY OF THE ARMY, under and by virtue of the authority vested in the Secretary by Title 10, United States Code, Section 2669, and the Defense Base Closure and Realignment Act of 1990, Public Law 101-510, as amended, having found that the granting of this Easement is not incompatible with the public interest, hereby grants on behalf of the United States of America, hereinafter referred to as “Grantor”, to Fort Ord Reuse Authority (“FORA”) hereinafter referred to as the “Grantee”, a utility easement for constructing, operating, maintaining, repairing and replacing the water and wastewater distribution systems over, across, in and upon lands of the United States, as depicted in the Perimeter Boundary of Fort Ord Record of Survey located in Survey Volume 19, Survey Page 1 and further shown on the drawings titled Fee Title and Easement Request Drawings SN 23,538 through SN 23,717 inclusive on file at the Monterey County Recorder’s Office, hereinafter referred to as the “Premises”.

The drawings titled Fee Title and Easement Request Drawings, SN 23,538 through SN 23,717 inclusive, on file at the Monterey County Recorder’s Office depicting the approximate locations of these utility easements were prepared by Marina Coast Water District (“MCWD”). As major additions or repairs are performed, Grantee may record corrections to these maps with the office of the Monterey County Surveyor and the maps shall be deemed addenda to this Easement and are incorporated herein by reference.

Approximately 38% of the acreage of the former Fort Ord has already been transferred to others while the Grantor still maintains ownership of the remainder. On the lands owned by others, said owners are listed in Exhibit A, the Grantor is also transferring the easement rights for the existing water and wastewater system it reserved in the transfer documents. The width of said utility line easements is fifteen feet unless otherwise stated. As additional parcels are transferred, the Grantor will make the transfer subject to this Easement.

Transfer of the Grantor’s ownership rights associated with the potable water and wastewater systems are being accomplished through an Economic Development Conveyance to the Grantee, to then be passed to MCWD by deed, for public purposes.

The Easement for the water system consists of the water mains and laterals to the point where the water meter is or will be installed and the Easement for the wastewater system consists of the mains only and does not include service lines to buildings and structures.

1
2 Included with this Easement is access to acquire salvaged well plant and equipment (well
3 casings, shafts, pump motors, etc.) from abandoned or inactive wells 24, 25, 26, 27 and 28 to be
4 used as replacement parts for active wells 29(A), 30(B) and 31(C) and inactive well 32(D).
5 Wells 24, 25, 26, 27, and 28 are to be kept closed at all times to prevent endangerment to human
6 life.
7

8 It is the intent of the parties herein to convey easements supporting all of the Potable
9 Water Distribution System and the Wastewater Collection System ("Facilities") owned by the
10 Grantee on the former Fort Ord. The parties believe and intend that the location of the lines and
11 facilities depicted on the drawings titled Fee Title and Easement Request Drawings SN 23,538
12 through SN 23,717 inclusive on file at the Monterey County Recorders Office include easements
13 for the systems in their entirety. If any easement was omitted the parties agree that such omission
14 was inadvertent and such easement, shall be treated as though it were expressly contained in this
15 Easement.
16

17 THIS EASEMENT for the conveyance of the interests set forth above is granted subject
18 to the following conditions, reservations, terms, and covenants:
19

20 1. TERM
21

22 This Easement is hereby granted in perpetuity, effective on the date of execution of this
23 document and the transfer of the water and wastewater systems to Grantee.
24

25 2. CONSIDERATION
26

27 In consideration for, and effective upon, the transfer of the water and wastewater systems,
28 the easements, and water production rights and wastewater capacity, Grantee assumes the
29 Grantor's obligation to provide water required by the Installation-Wide Multi-species Habitat
30 Management Plan for Former Fort Ord, California for Habitat Management Plan mitigation and
31 other documents. Grantee also assumes the Army's obligation to cooperate and coordinate with
32 parcel recipients, the Monterey County Water Resources Agency (MCWRA), the Fort Ord Reuse
33 Authority (FORA), MCWD, and others to ensure that all owners of property at the former Fort
34 will continue to be provided an equitable supply of the water at equitable rates. Grantee also
35 agrees to cooperate and coordinate with FORA, MCWD, property recipients, the MCWRA, the
36 Monterey Regional Water Pollution Control Agency (MRWPCA) and others to ensure Non-
37 Army Responsibility Mitigations required by the Records of Decision dated December 23, 1993
38 and June 18, 1997 are met. Grantee will ensure that it meets all requirements of the Army
39 Agreement with MCWRA approved on September 21, 1993. The Grantee agrees to indemnify
40 and hold harmless the Grantor, its officers, agents and employees from and against all suits,
41 claims, demands or actions, liabilities, judgments, penalties, costs and attorneys' fees arising out
42 of, or in any manner predicated upon the violation of any Grantor requirement under the
43 Agreement due to the withdrawal of water from any aquifers located under the former Fort Ord.
44

1 3. NOTICES

2
3 All correspondence and notices to be given pursuant to this EASEMENT shall be
4 addressed:

5
6 if to the Grantee:

7
8 Fort Ord Reuse Authority
9 Attention: Executive Officer
10 100 12th Street
11 Building 2880
12 Marina, California 93933

13
14 with a copy to:

15
16 George R. Schlossberg, Esq.
17 Kutak Rock LLP
18 1101 Connecticut Avenue, N.W.
19 Washington, D.C. 20036
20

21 if to the Grantor:

22
23 District Engineer
24 United States Army Corps of Engineers
25 Attention: Chief, Real Estate Division
26 1325 J Street
27 Sacramento, California, 95814
28

29 Notice shall be deemed to have been duly given if and when enclosed in a properly sealed
30 envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office
31 regularly maintained by the United States Postal Service.
32

33 4. AUTHORIZED REPRESENTATIVE

34
35 Except as otherwise specifically provided, any reference herein to "Secretary", "District
36 Engineer", "Installation Commander", "Commander", "Garrison Commander", or "Said Officer"
37 shall include their duly authorized representatives. Any reference to "Grantee" shall include
38 assignees, transferees and their duly authorized representatives.
39

40 5. SUPERVISION BY THE GRANTOR

41
42 a. The construction, operation, maintenance, repair, modification, or replacement of said
43 Facilities, located upon the land owned by the Grantor (also referred to as "Premises"), shall be
44 performed at no cost or expense to the Grantor, except as provided for in any utility service

1 contract and subject to the approval of the Installation Commander, Ord Military Community,
2 (hereinafter referred to as "Said Officer"). The use and occupation of the premises for the
3 purposes herein granted shall be subject to such rules and regulations as Said Officer prescribes
4 in writing from time to time.

5
6 b. With respect to fee owners, the above requirement is limited to the Grantee's
7 responsibility to the extent and in the manner provided by California law.

8 9 6. APPLICABLE LAWS AND REGULATIONS

10
11 The Grantee shall comply with all applicable federal, state, county, and municipal laws,
12 permits, standards, ordinances and regulations wherein the Premises are located, collectively,
13 "Applicable Laws". The Grantee shall also comply with the rules and regulations as set forth by
14 the applicable state water and wastewater regulatory agencies.

15 16 7. CONDITION OF PREMISES

17
18 The Grantee acknowledges that it has inspected the Premises, knows the condition, and
19 understands that the same is granted without any representation or warranties whatsoever and
20 without any obligation on the part of the Grantor.

21 22 8. INSPECTION AND REPAIRS

23
24 The Grantee shall inspect the Facilities on the Premises at reasonable intervals and
25 immediately repair any defects found by such inspection in keeping with good business practices
26 or as required by the Applicable Laws.

27 28 9. PROTECTION OF PROPERTY

29
30 The Grantee shall be responsible for any damage that may be caused to the property on
31 the former Fort Ord by the activities of the Grantee under this Easement. With respect to fee
32 owners, this requirement is limited to the Grantee's responsibility to the extent and in the manner
33 provided by California law. Any property damaged or destroyed by the Grantee incident to the
34 exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to
35 a condition satisfactory to the other property recipients, or at the election of property recipient,
36 reimbursement made therefore by the Grantee in an amount necessary to restore or replace the
37 property to a condition satisfactory to the property recipient responsibility to the extent and in the
38 manner provided by California law.

39 40 10. INSURANCE

41
42 a. At the commencement of this Easement, the Grantee shall obtain, from a reputable
43 insurance company, or companies, or self-insurance pool, comprehensive liability insurance. The
44 insurance shall provide an amount not less than that which is prudent, reasonable, and consistent

1 with sound business practices or an amount not less than a combined single limit of \$5,000,000,
 2 whichever is greater, for any number of persons or claims arising from any one incident with
 3 respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or
 4 alleged to have been suffered by any person or persons upon the Property or arising from
 5 activities conducted under this Easement.

6
 7 b. The liability insurance policy shall insure the hazards of the Premises and operations
 8 conducted in and on the Premises, independent contractors, contractual liability (covering the
 9 indemnity included in this Easement) occurring from and after the date of transfer of the water
 10 and wastewater systems from Grantor to the Grantee, and shall name the Grantor as an insured
 11 party. Each policy will provide that any losses shall be payable notwithstanding any act or failure
 12 to act or negligence of the Grantee or the Grantor or any other person, provided that the insurer
 13 will have no right of subrogation against the Grantor, and will be reasonably satisfactory to the
 14 Grantor in all respects. Under no circumstances will the Grantee be entitled to assign to any third
 15 party rights of action that it may have against the Grantor arising out of this Easement.

16
 17 c. The Grantee shall require that the insurance company give Said Officer and the
 18 District Engineer thirty (30) days written notice of any cancellation or change in such insurance.
 19 Said Officer or the District Engineer may require closure of any or all of the Premises during any
 20 period for which the Grantee does not have the required insurance coverage. The Grantee shall
 21 require its insurance company to furnish to Said Officer and to the District Engineer a copy of the
 22 policy or policies, or if acceptable to the District Engineer, certificates of insurance evidencing
 23 the purchase of such insurance. The minimum amount of liability insurance coverage is subject
 24 to revision by the District Engineer every two (2) years or upon renewal or modification of this
 25 Easement.

26
 27 d. The Grantee may require any agents, assignees, transferees, or successors, as joint and
 28 several responsible parties with the Grantee for those portions of the Premises under their
 29 control, to maintain and carry at their expense portions of the insurance requirement.

30
 31 11. HOLD HARMLESS AND INDEMNIFY

32
 33 a. The Grantee agrees to assume all risks of loss or damage to property and injury or
 34 death to persons by reason of or incident attributable or incident to the condition or state of repair
 35 of the Premises or to its possession and/or use of the Premises or the activities conducted under
 36 this Easement occurring from and after the date of transfer of the water and wastewater systems
 37 to the Grantee. The Grantee expressly waives all claims against the Grantor for any such loss,
 38 damage, personal injury or death caused by or occurring as a consequence of such condition,
 39 possession, and/or use of the Premises by the Grantee, or the conduct of activities or the
 40 performance of responsibilities under this easement by the Grantee. The Grantee further agrees
 41 to indemnify and hold harmless the Grantor, his officers, agents, and employees, from and
 42 against all suits, claims, demands or actions, liabilities, judgments, costs, and attorneys' fees
 43 arising out of, or in any manner predicated upon, personal injury, death, or property damage
 44 resulting from, related to, caused by or arising out of the possession and/or use of the Premises

1 by the Grantee. The Grantor will give the Grantee notice of any claim against it covered by this
2 indemnity as soon after learning of such claim as practicable.

3
4 b. The Grantee shall indemnify and hold harmless the Grantor from any costs, expenses,
5 liabilities, fines, or penalties resulting from discharges, releases, emissions, spills, storage,
6 disposal, or any other action by the Grantee giving rise to Grantor liability, civil or criminal, or
7 responsibility under federal, state or local environmental laws, excluding, however, any costs,
8 expenses, liabilities, fines, or penalties resulting from conditions existing prior to the date of
9 transfer of the Facilities to the Grantee.

10
11 c. Subconditions a. and b. of this Condition and the obligations of the Grantee hereunder
12 shall survive the expiration or termination of the Easement and the conveyance of the Premises.
13 The Grantee's obligation hereunder shall apply whenever the Grantor incurs costs or liabilities
14 for the Grantee's actions giving rise to liability under this Condition.

15
16 12. ANTI-DEFICIENCY ACT STATEMENT

17
18 The Grantor's obligation to pay or reimburse any money under this Easement is subject to
19 the availability of appropriated funds to the Grantor, and nothing in this Easement shall be
20 interpreted to require obligations or payments by the Grantor in violation of the Anti-Deficiency
21 Act.

22
23 13. RIGHT TO ENTER

24
25 a. The right is reserved to the Grantor, its officers, agents, and employees to enter upon
26 the Easement at any time and for any purpose necessary or convenient in connection with
27 government purposes that do not unreasonably interfere with the Grantee's rights herein granted,
28 to make inspections, to conduct environmental and ordnance and explosives (OE) response
29 actions, to remove timber or other material, except property of the Grantee, and/or to make any
30 other use of the lands as may be necessary in connection with government purposes.

31
32 b. The Grantee shall have no claim for damages on account thereof against the Grantor or
33 any officer, agent, contractor or employee thereof, not including damages due to the fault or
34 negligence of the Grantor or its officers, employees, agents, or contractors.

35
36 14 TRANSFERS AND ASSIGNMENTS

37
38 Without prior written approval by said District Engineer, which approval shall not
39 unreasonably be withheld, the Grantee shall neither transfer nor assign this Easement granted
40 herein or any part thereof nor grant any interest, privilege or license whatsoever in connection
41 with this Easement, provided that Grantee may convey the Easement without such consent to
42 MCWD or to any subsidiary, parent or other affiliated entity, to the surviving entity in the event
43 of merger or other corporate restructuring, or to a purchaser of substantially all of Grantee's

1 assets. The provisions and conditions of this Easement shall extend to and be binding upon and
2 shall inure to the benefit of the representatives, successors and assigns of the Grantee.
3

4 15. SUBJECT TO ENCUMBRANCES 5

6 a. These Easements are taken by Grantee subject to existing licenses, leases, liens, and
7 other encumbrances made for the purposes of street, utility systems, rights-of-way, railroads,
8 pipelines, and/or covenants, exceptions, interests, reservations and agreements of record and
9 applicable restrictions including building heights and land use. The Easement rights included
10 herein cannot be conveyed or transferred without written consent of the property recipient.
11 Property recipients shall not deny conveyance or transfer except as provided by California Law.
12

13 b. Prior to subsequent easements being granted on Government-owned property, the
14 Grantor will determine, through coordination with the Grantee, that the proposed easement or
15 route will not interfere with the Grantee's use of the premises.
16

17 16. REQUIRED SERVICES 18

19 The Grantee shall furnish through Grantee's Facilities such services as may be required
20 from time to time for governmental purposes, provided that payment for such service will be
21 made by the Grantor at rates that shall be mutually agreeable but that shall never exceed the most
22 favorable rates granted by the Grantee for similar service.
23

24 17. RELOCATION OF FACILITIES 25

26 a. In the event all or any portion of the Premises occupied by Grantee's Facilities shall be
27 needed by the Grantor, or in the event the existence of said Facilities is determined to be
28 detrimental to governmental activities, the Grantee shall from time to time, upon notice from the
29 Grantor to do so, and as often as so notified, remove said Facilities at the Grantee's expense
30 (with the cost to be agreed upon) to such other location on former Fort Ord or Ord Military
31 Community property, as applicable, as owned by the Grantor and as may be designated by Said
32 Officer. In the event said Facilities shall not be removed or relocated within ninety (90) days
33 after such notice, the Grantor may cause such relocation, and all costs of such relocation shall be
34 paid by Grantee upon demand.
35

36 b. Property owners/future recipients, other than the Grantor, shall have the right to
37 require the Grantee, at property owner's/future recipients' expense, to remove and relocate
38 Grantee's facilities located upon said real property, upon determination by the property
39 owner/future recipient that the same interfere with future development of the owner's/future
40 recipients' property. Within 180 days after the property owner's/future recipients' written notice
41 and demand for removal and relocation to a feasible location on the property of the property
42 owner/recipient, as designated by the property owners/recipients and the property
43 owners/recipients shall furnish the Grantee with an easement in such new location, on the same

1 terms and conditions as herein stated, all without cost to Grantee, and Grantee thereupon shall
2 reconvey to the property owner/recipient the Easement herein granted.
3

4 18. TERMINATION OF EASEMENTS 5

6 A rebuttable presumption of abandonment shall be raised by the failure of the Grantee to
7 use portions of the Easement containing Facilities for a continuous period of 24 months for the
8 purposes herein granted or if Grantee removes or demolishes the Facilities. In the event of such
9 abandonment, the Grantor or its successor will notify the Grantee of its intention to terminate the
10 easement for abandonment sixty (60) days from the date of the notice, unless prior to the end of
11 said sixty (60) day period the Grantee either resumes its use of the easement or facility or
12 demonstrates conclusively that said resumption of use will occur within a reasonable amount of
13 time thereafter, not to exceed an additional ninety (90) day period (for purposes of this
14 subparagraph, flow of water through the piping system shall constitute continuous use of the
15 easement). Upon such termination, Grantee shall forthwith upon service of written demand,
16 deliver to the then property owner a quitclaim deed, to its right, title and interest hereunder, and
17 shall, on the then property owner's request, without cost to the then property owner and within 90
18 days from written demand by the then property owner, remove all above ground improvements or
19 other property placed by or for Grantee upon the then property owner's property and restore the
20 premises as nearly as possible to the same condition they were in prior to construction of the
21 improvements by the Grantee. In the event the Grantee should fail to restore the premises in
22 accordance with such request, the then property owner may do so at the risk of Grantee, and all
23 costs of such removal and restoration shall be paid by Grantee upon demand.
24

25 19. SOIL AND WATER CONSERVATION 26

27 The Grantee shall not interfere with any soil and water conservation structures that may
28 be in existence upon said Premises at the beginning of the term of this Easement and shall
29 maintain, in accordance with sound engineering standards any of the same that may be
30 constructed by the Grantee during the term of this Easement, and the Grantee shall take
31 appropriate measures to prevent or control soil erosion within the right-of-way herein granted in
32 a manner satisfactory to Said Officer. Any soil erosion occurring outside the Premises resulting
33 from the activities of the Grantee shall be corrected by the Grantee as directed by Said Officer.
34

35 20. ENVIRONMENTAL PROTECTION 36

37 a. Within the limits of their respective legal powers, the parties hereto shall protect the
38 Premises against pollution of its air, ground, and water. The Grantee shall promptly comply with
39 any laws, regulations, conditions or instructions affecting the activity hereby authorized if and
40 when issued by any federal, state, interstate or local governmental agency having jurisdiction to
41 abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises
42 is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the
43 said federal, state, interstate or local governmental agency are hereby made a condition of this
44 Easement. The Grantee shall not discharge waste or effluent from the premises in such a manner

1 that the discharge will contaminate streams or other bodies of water or otherwise become a
2 public nuisance.

3
4 b. Current Grantor ground water monitoring wells indicate a trichloroethylene (TCE)
5 groundwater plume approximately one mile west of supply wells 30 (B) and 31 (C) in parcels
6 F7.1 and F7.2 respectively, as depicted on maps previously provided to the Grantee. While there
7 is no substantial evidence indicating that the subject supply wells negatively influence plume
8 migration, it is only prudent to assume that this possibility exists. If well pumping rates were to
9 increase, the possibility of adverse impacts to the plume containment would likely increase. The
10 Grantor is legally required to hydraulically contain the contaminated groundwater for extraction
11 and treatment. Therefore, the Grantor has and will continue to closely monitor the contaminant
12 plume and any interaction nearby water supply wells could have. In areas where groundwater
13 extraction may impact or be impacted by the contaminated plumes on the former Fort Ord
14 (Consultation Zone), well construction shall be subject to special review, evaluation, conditions
15 of construction, and possibly prohibition against drilling.

16
17 c. The use of any pesticides or herbicides within the Premises shall be in conformance
18 with all applicable federal, state and local laws and regulations for property not yet transferred
19 from Grantor's control. The Grantee must obtain approval in writing from Said Officer before
20 any pesticides or herbicides are applied within these Premises.

21
22 d. The Grantee will use all reasonable means available to protect the environment and
23 natural resources, and where damage nonetheless occurs arising from the Grantee's activities, the
24 Grantee shall be liable to restore the damaged resources.

25
26 e. The Grantor's rights under this Easement specifically include the right for Grantor
27 officials to inspect, upon reasonable notice, the Premises for compliance with environmental,
28 safety, and occupational health laws and regulations, whether or not the Grantor is responsible
29 for enforcing them. Such inspections are without prejudice to the right of duly constituted
30 enforcement officials to make such inspections. The Grantor normally will give the Grantee
31 twenty-four (24) hours prior notice of its intention to enter the Premises unless it determines the
32 entry is required for safety, environmental, operations, or security purposes. The Grantee shall
33 have no claim on account of any entries against the Grantor or any officer, agent, employee, or
34 contractor thereof.

35
36 f. The Grantor acknowledges that the former Fort Ord has been identified as a National
37 Priorities List Site under the Comprehensive Environmental Response, Compensation, and
38 Liability Act ("CERCLA"). The Grantee acknowledges that the Grantor has provided it with a
39 copy of the former Fort Ord Federal Facility Agreement ("FFA") entered into by the United
40 States Environmental Protection Agency (EPA) Region IX, the State of California, Department
41 of Toxic Substances Control (DTSC), and the Grantor and effective on November 19, 1990, and
42 will provide the Grantee with a copy of any amendments thereto. The Grantee agrees that should
43 any conflict arise between the terms of the FFA, as it presently exists or may be amended, and the
44 provisions of this Easement, the terms of the FFA will take precedence. The Grantee further

1 agrees that notwithstanding any other provision of the Easement, the Grantor assumes no liability
2 to the Grantee should implementation of the FFA interfere with the Grantee's use of the
3 Premises. The Grantee shall have no claim on account of any such interference against the
4 Grantor or any officer, agent, employee, or contractor thereof, other than for abatement of rent.
5

6 g. The Grantee agrees to comply with the provisions of any health or safety plan in effect
7 under the Installation Restoration Plan ("IRP") or the FFA during the course of the above-
8 described response or remedial actions. Any inspection, survey, investigation, or other response
9 or remedial action will, to the extent practicable, be coordinated with representatives designated
10 by the Grantee. The Grantee shall have no claim on account of such entries against the Grantor
11 or any officer, agent, employee, contractor, or subcontractor thereof. In addition, the Grantee
12 shall comply with all applicable federal, state and local occupational safety and health
13 regulations.
14

15 h. The Grantee shall comply with the requirements of 10 U.S.C. 2692(b)(9) to obtain the
16 Grantor's approval for the storage, treatment, or disposal on the Premises of toxic or hazardous
17 materials not owned by the Department of Defense.
18

19 i. The Grantee shall comply with the hazardous waste permit requirements under the
20 Resource Conservation and Recovery Act (RCRA), or its California equivalent and any other
21 applicable laws, rules or regulations for the Grantee's activities under this Easement. Except as
22 specifically authorized by the Grantor in writing, the Grantee must provide, at its own expense,
23 such hazardous waste management facilities, including storage, treatment, or disposal facilities,
24 complying with all applicable laws and regulations. Hazardous waste management facilities of
25 the Grantor will not be available to the Grantee. Any violation of the requirements of this
26 provision shall be deemed a material breach of this Easement.
27

28 j. Any of Grantor's accumulation points for hazardous and other wastes will not be used
29 by the Grantee. The Grantee will not permit its hazardous waste to be commingled with
30 hazardous waste of the Grantor.
31

32 k. The Grantee shall have a plan approved by the Grantor for responding to hazardous
33 waste, fuel, and other chemical spills prior to commencement of operations on the Premises,
34 which approval shall not be unreasonably withheld or delayed. Such plan shall be independent of
35 former Fort Ord and, except for initial fire response and/or spill containment, shall not rely on
36 use of installation personnel or equipment. Should the Grantor provide any personnel or
37 equipment, whether for initial fire response and/or spill containment, or otherwise on the request
38 of the Grantee, or because the Grantee was not, in the opinion of the Grantor, conducting timely
39 cleanup actions, the Grantee agrees to reimburse the Grantor for its costs. The plan may be
40 developed in phases as agents, assigns, or contractor's activities are identified. Agents, assigns,
41 or contractors shall provide to the Grantee a plan to cover their activities and portion of the
42 Premises prior to commencement of operations on that portion of the Premises, which will be
43 incorporated by the Grantee into the overall plan.
44

1 1. The Grantee shall not construct or make or permit its agents, assigns, or contractors to
2 construct or make any substantial alterations, additions, or improvements to or installations upon
3 or otherwise modify or alter the Premises in any way that may adversely affect the cleanup,
4 human health, or the environment without the prior written consent of the Grantor. Such consent
5 may include a requirement to provide the Grantor with a performance and payment bond
6 satisfactory to it in all respects and other requirements deemed necessary to protect the interests
7 of the United States. For construction or alterations, additions, modifications, improvements, or
8 installations in the proximity of operable units that are part of a National Priorities List (NPL)
9 site, such consent may include a requirement for written approval by the Said Officer's Remedial
10 Project Manager.

11 12 21. ENVIRONMENTAL BASELINE SURVEY

13
14 An Environmental Baseline Survey (EBS) dated April 1994, documenting the known
15 history of the Premises with regard to the storage, release, or disposal of hazardous substances
16 thereon, is located in several local libraries. If the Easement is terminated, another EBS shall be
17 prepared at no expense to Grantee, which will document the Environmental Condition of the
18 Premises at that time. A comparison of the two surveys will assist the officer in determining any
19 environmental restoration requirements. Any such requirements will be completed by the
20 Grantee in accordance with the condition specified in the paragraph entitled "RESTORATION".

21 22 22. ENDANGERED SPECIES

23
24 The Grantee, its successors or assigns, acknowledges and agrees to implement the
25 following provisions, as applicable, relative to endangered species:

26
27 a. The Premises contains some areas in Habitat Management Plan (HMP) Development
28 Areas. No resource conservation requirements are associated with the HMP for this conveyance.
29 However, small pockets of habitat may be preserved within and around the Premises. The
30 Premises also contains areas in HMP Habitat Reserves and Habitat Corridors. The requirement
31 to avoid and restore habitat disturbed with the habitat reserve and habitat corridors for operation,
32 maintenance, and replacement of utility systems within utility easement areas will be the same as
33 applied to the fee title grantee of the habitat reserve and habitat corridor area.

34
35 b. The Biological Opinion identified sensitive biological resources that may be salvaged
36 for use in restoration activities with reserve areas, and allows for development of the Premises.

37
38 c. The HMP does not exempt the Grantee, its successors or assigns, from complying with
39 environmental regulations enforced by federal, state, or local agencies. These regulations could
40 include obtaining the Endangered Species Act (ESA) (16 U.S.C. Section 1531 et seq.) Section
41 10(a) permits from the U.S. Fish and Wildlife Service (USFWS); complying with prohibitions
42 against take of listed animals under ESA Section 9; complying with prohibitions against the
43 removal of listed plants in violation of any state laws; complying with measures for conservation
44 of state-listed threatened and endangered species and other special-status species recognized by

1 the California Department of Fish and Game (DFG) under the California ESA, or California
2 Environmental Quality Act (CEQA); and complying with local land use regulations and
3 restrictions.
4

5 d. The HMP serves as a management plan for both listed and candidate species and is a
6 prelisting agreement between the USFWS and the local jurisdiction for candidate species that
7 may need to be listed because of circumstances occurring outside the area covered by the HMP.
8

9 e. Implementation of the HMP would be considered suitable mitigation for impacts to
10 HMP species within HMP prevalent areas and would facilitate the USFWS procedures to
11 authorize incidental take of these species by participating entities as required under ESA Section
12 10.
13

14 f. The HMP does not authorize incidental take of any species listed as threatened or
15 endangered under the ESA by entities acquiring land or real property interests at the former Fort
16 Ord. The USFWS has recommended that all nonfederal entities acquiring land or real property
17 interests at former Fort Ord apply for ESA Section 10(a)(1)(B) incidental take permits for the
18 species covered in the HMP. The definition of “take” under the ESA includes harassing, harm,
19 hunt, shoot, wound, kill, trap, capture, or collect, or attempt to engage in any such conduct.
20 Although the USFWS will not require further mitigation from entities that are in conformance
21 with the HMP, those entities without incidental take authorization would be in violation of the
22 ESA if any of their actions resulted in the take of a listed animal species. To apply for a Section
23 10(a)(I)(B) incidental take permit, an entity must submit an application form (Form 3-200), a
24 complete description of the activity sought to be authorized, the common and scientific names of
25 the species sought to be covered by the permit, and a conservation plan (50 CFR 17.22b).
26

27 23. PROTECTION OF TREES

28

29 The Grantee agrees to take all reasonable precautions to protect trees during maintenance
30 and future operations and to restore the ground surface after completion of maintenance or other
31 operations as near to its former condition as may be possible for protection against erosion.
32

33 24. HISTORIC PRESERVATION

34

35 a. The former Fort Ord contains one Historical District in the area known as East
36 Garrison, Parcel L23.3.2.1. The Grantee shall not remove or disturb, or cause or permit to be
37 removed or disturbed, any historical, archeological, architectural, or other cultural artifacts,
38 relics, remains, or objects of antiquity. In the event such items are discovered on the premises,
39 the Grantee shall immediately notify the California State Historical Preservation Officer (SHPO)
40 and protect the site and material from further disturbance until Said Officer gives clearance to
41 proceed.
42

43 b. The Grantee shall notify the SHPO before finalizing any plans for the construction or
44 maintenance of its water and sewer facilities that will require excavation in proximity to, or

1 attachments on, said historic sites, and carry out such work in compliance with any reasonable
2 and good faith requirements, conditions, or standards imposed by the SHPO or any other
3 governmental agency having lawful jurisdiction over said historic sites.
4

5 25. NOTICE OF THE POTENTIAL FOR THE PRESENCE OF ORDNANCE AND 6 EXPLOSIVES 7

8 a. The former Fort Ord is a former military installation with a history of ordnance and
9 explosives (“OE”) use and, therefore, there is a potential for OE to be present. An archival
10 search indicates that OE sites are located on the premises. There is a potential for OE to be
11 present outside the OE sites on the Premises. In the event the Grantee, its successors, and
12 assigns, should discover any ordnance on the Premises, they shall not attempt to remove or
13 destroy it, but shall immediately notify the local Police and the Directorate of Law Enforcement
14 at the Presidio of Monterey. Competent Grantor or Grantor-designated explosive ordnance
15 personnel will be dispatched promptly to dispose of such ordnance properly at no expense to the
16 Grantee.
17

18 b. OE Sites are shown on the map in Exhibit B. Entry and excavation within OE Sites
19 15, 42, 44 EDC, and 49 will require prior coordination with the Installation’s Directorate of
20 Environmental and Natural Resources Management and the U.S. Army Corps of Engineers. An
21 Army approved ordnance disposal specialist must be present when access and excavations are
22 necessary in the sites listed above. Access requests will be submitted a minimum of five (5)
23 working days prior to the date of entry. Information required on the request includes location of
24 entry and location and scope of any planned work to include depth of excavation. Access
25 approval will set forth the conditions and requirements that must be met to work in the OE Sites.
26 In addition, the Army will provide this notice to the Grantee annually as a reminder of this land
27 use control and the hazards associated with unexploded ordnance. As the Army’s OE removal
28 actions continue and sites are completed, this land use control may be removed.
29

30 c. All Grantee supervisors and field personnel who will be entering OE sites are required
31 to receive annual OE recognition and safety briefings. The Grantor will provide the OE
32 recognition training to Grantee personnel when requested.
33

34 d. In the event of a Facility problem located in an OE Site that requires immediate
35 corrective action, contact the Directorate of Law Enforcement at the Presidio of Monterey
36 immediately.
37

38 26. EXCAVATION 39

40 The Grantee shall not excavate on the Premises still owned by the Grantor or if
41 transferred, classified as former OE sites, except in emergencies, without first obtaining an
42 excavation permit from Said Officer, provided that said permit shall not be unreasonably
43 withheld. A response or permission from the Grantor shall be given within five (5) working days
44 and at no cost to the Grantee. The Grantor and its contractors agree to make every reasonable

1 effort to contact Grantee prior to performance of any excavation that may interfere with or be
2 inconsistent with the rights herein granted.

3
4 27. NOTICE OF THE PRESENCE OF CONTAMINATED GROUNDWATER

5
6 a. Part of the groundwater beneath the Premises may be contaminated with volatile
7 organic compounds (VOCs), primarily trichloroethylene (TCE), at concentrations ranging from 1
8 to 20 micrograms per liter. This notice is provided pursuant to CERCLA Section 120 (h)(1) and
9 (3). Currently two ground water extraction and treatment systems are in operation. Operations
10 of a third pump and treat system started in April of 1999. In areas overlying or adjacent to the
11 contaminant plumes on the former Fort Ord (Prohibition Zone), water well construction shall be
12 prohibited. The Prohibition Zone is identified on the former Fort Ord, Special Ground Water
13 Protection Zone Map, prepared, and maintained by the Grantor and on file in the County of
14 Monterey, Department of Health. This map will be updated as determined by the Fort Ord Base
15 Realignment and Closure Cleanup Team (BCT). Whether or not the location of a proposed well
16 is within the territory subject to this prohibition shall be determined by the Health Officer in
17 consultation with the BCT in accordance with the map on file in the Department of Health. This
18 prohibition shall not apply to monitoring wells constructed for groundwater quality monitoring.

19
20 b. Without the expressed written consent of the Grantor in each case first obtained,
21 neither the Grantee, its successors or assigns, nor any other person or entity acting for or on
22 behalf of the Grantee, its successors or assigns, shall interfere with any response action being
23 taken on the Premises by or on behalf of the Grantor, or interrupt, relocate, or otherwise interfere
24 with any remediation system now or in the future located, over, through, or across any portion of
25 the Premises.

26
27 28. COASTAL ZONE MANAGEMENT ACT (CZMA) CONSISTENCY
28 REQUIREMENTS

29
30 a. The Negative Determination U.S. Army, Disposal and Reuse of Parcels on Former
31 Fort Ord, Monterey County, dated November 1, 1995 (ND-109-95) and the Army's Coastal Zone
32 Management Act Consistency Determination dated February 1994 (CD-16-94) identifies
33 requirements for the transfer and reuse of lands at the former Fort Ord. By accepting this
34 Easement, the Grantee agrees to comply with the requirements specified by the California
35 Coastal Commission with respect to the Army's Coastal Zone Management Act Consistency
36 Determination. With respect to water supply on the Former Fort Ord, initial priority will be
37 given to coastal zone lands, including coastal-dependent agricultural and visitor-serving areas.

38
39 b. The Grantee recognizes that should any conflict arise between the Army's Coastal
40 Zone Management Act Consistency Determination and the terms of this document, the
41 Consistency Determination will take precedence. Notwithstanding any other provisions of this
42 transfer, the Grantor assumes no liability to the Grantee should implementation of the
43 Consistency Determination interfere with the Grantee's use of the Premises. The Grantee shall

1 have no claim on account of any such interference against the Grantor or any officer, agent,
2 employee, or contractor thereof.

3
4 29. AIR NAVIGATION RESTRICTION

5
6 The Monterey Airport and Marina Municipal Airport are in close proximity of the subject
7 Property and Premises. Accordingly, in coordination with the Federal Aviation Administration,
8 the Grantee covenants and agrees, on behalf of it, its successors and assigns, and every successor
9 in interest to the Property and Premises wherein described, or any part thereof, that, when
10 applicable, there will be no new construction or alteration unless a determination of no hazard to
11 air navigation is issued by the Federal Aviation Administration in accordance with Title 14, Code
12 of Federal Regulations, Part 77, entitled "Objects Affecting Navigable Airspace", or under the
13 authority of the Federal Aviation Act of 1968, as amended.

14
15 30. NON-DISCRIMINATION

16
17 With respect to activities related to the Property, the Grantee hereby agrees that it will
18 comply with the requirements of Title VI of the Civil Rights Act of 1964 (Public Law No. 88-
19 352) and all requirements imposed by or pursuant to the regulations issued pursuant to the Act
20 and now in effect, to the end that, in accordance with said Act and regulations, no person in the
21 United States shall, on the grounds of race, color, national origin, sex, or handicap be excluded
22 from participation in, be denied the benefits of, or otherwise be subjected to discrimination under
23 any program or activity related to the Property of the Grantee, its successors or assigns.

24
25 31. RESTORATION

26
27 If for some reason termination of this Easement is required, and if requested by the
28 Grantor/land owner, the Grantee shall, without expense to the Grantor/land owner, and within
29 such time as Said Officer/land owner may indicate, restore the Premises to the satisfaction of
30 Said Officer/land owner. In the event the Grantee shall fail to restore the Premises, if requested
31 by the Grantor/land owner, the Grantor/land owner shall have the option to perform the
32 restoration at the expense of the Grantee, and the Grantee shall have no claim for damages
33 against the Grantor/land owner or its officers or agents for such action.

34
35 32. DISCLAIMER

36
37 This Agreement is effective only insofar as the rights of the Grantor in the property are
38 concerned, and the Grantee shall obtain such permission as may be required on account of any
39 other existing rights. It is understood that the granting of the Easement does not eliminate the
40 necessity of obtaining any Department of the Army permit that may be required pursuant to the
41 provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33
42 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344) or any other permit or
43 license that may be required by federal, state or local law in connection with use of the Premises.

1 33. NON-TRANSFERABLE RIGHTS
2

3 Conditions 3, 4, 5, 9, 11, 12, 14, 17a, 21, 26, 31, and 34a are non-transferable rights of
4 the Grantor. In the event of disposal of the Grantor' underlying fee, these rights and conditions
5 will not transfer with the land and will thereupon terminate. Condition 13 is not a transferable
6 right, but will not ever be terminated.
7

8 34. USE OF PROPERTY
9

10 a. The Grantee agrees that the use of this Easement herein shall be subject to the express
11 condition that the exercise thereof will not unduly interfere with the management and
12 administration by the Grantor of the Premises, and that the Grantee agrees and consents to the
13 occupancy and use by the Grantor, its grantees, permittees, or lessees of any part of the Easement
14 not actually occupied or required by the Facilities, or the full and safe utilization thereof, for
15 necessary operations incident to such management, administration, or disposal.
16

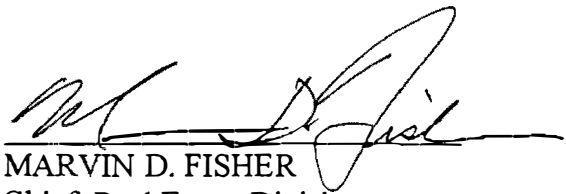
17 b. Property recipients (those organizations being transferred property on the former Fort
18 Ord) reserve the right to use said real property in any manner, provided that such use does not
19 unreasonably interfere with Grantee's rights hereunder.
20

21 THIS EASEMENT is not subject to Title 10, United States Code Section 2662, as
22 amended.
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34 [SIGNATURE PAGE FOLLOW]
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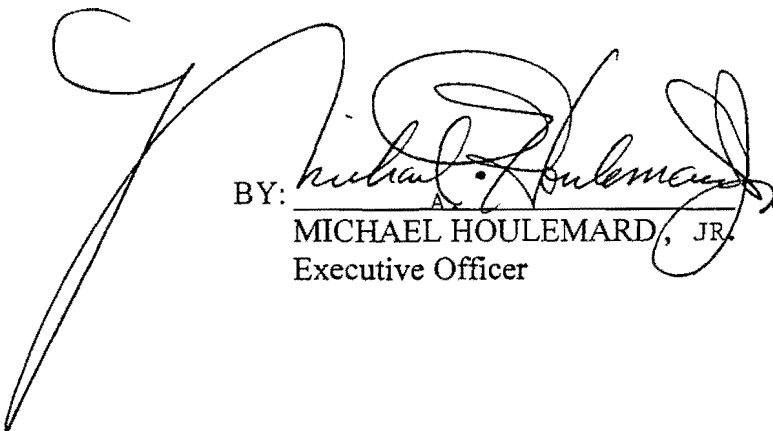
1 IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of
2 the Army, this 23rd day of OCTOBER, 2001.

3
4
5 THE UNITED STATES OF AMERICA
6 SECRETARY OF THE ARMY
7

8
9
10 BY: 
11
12 MARVIN D. FISHER
13 Chief, Real Estate Division
14
15
16

17 THIS EASEMENT is also executed by FORT ORD REUSE AUTHORITY this
18 24th day of October, 2001
19

20
21 FORT ORD REUSE AUTHORITY
22

23
24
25 BY: 
26
27 MICHAEL HOULEMARD, JR.
28 Executive Officer
29
30
31

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Sacramento } ss.

On 23rd October 2001, before me, Linda A. Blue
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Marvin J. Fisher
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.
Linda A. Blue
Signature of Notary Public

Place Notary Seal Above

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: Easement DACR05-0-00572

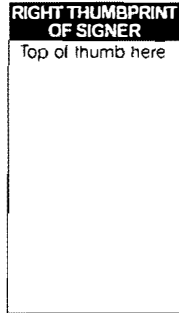
Document Date: _____ Number of Pages: _____

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: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Merced

On Oct. 24, 2001 before me, Sharon V. Strickland
Date Name and Title of Officer (e. . . "Jane Doe, Notary Public")

personally appeared Michael A. Houlemiral Jr.
Name(s) of Signer(s)

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.

Sharon V. Strickland
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(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:

1 **EXHIBIT A**

2
3 **IDENTIFICATION OF PROPERTY OWNERS FOR WATER AND WASTEWATER**
4 **FACILITIES OUTSIDE THE ORD MILITARY COMMUNITY**

5
6
7 Included with this Easement are facility parcel exclusive easements, non-exclusive parcel
8 access easements, and non-exclusive fifteen-foot wide easements (unless otherwise elsewhere
9 stated) to the water and wastewater pipelines, on the former Fort Ord outside the Ord Military
10 Community. Ownership of water sprinkler system pipes and appurtenances, water pipe service
11 laterals, and wastewater sewer laterals will remain with the fee title owner of the property. Water
12 pipe service laterals are defined as generally the smaller diameter pipelines that provide a direct
13 connection between a service location (e.g., a building or other facility or structure) and the
14 upstream potable water distribution system. Where metered, the service lateral would begin
15 immediately downstream of the meter. Wastewater sewer laterals are defined as generally that
16 portion of any sewer beginning two feet outside the foundation wall of any building or facility
17 and running to a connection with a sewer main. The easement rights included herein cannot be
18 conveyed or transferred to others without written consent of the District Engineer.

19
20 WATER SYSTEM BUILDINGS\STRUCTURES

21
22
23
24
25
26

Fac #	Sheet	Type	Facility Size	Exclusive Easement (Acres)	Non-Exclusive Access Easement (Acres)	Property Owner
122	(W22)	ASP Water Pump Bldg	1901 sf	0.37	0.00	EDC
147	(W18)	East Garr. Water Tank	0.2 Mgal	0.11	0.06	EDC/PBC
230	(W8)	W. Well A #29	510 sf	0.92	0.48	UC
232	(W7)	"F" Booster Inter. Res.	0.17 Mgal	0.63	2.00	CSUMB
	(W7)	"F" Booster Station	625 sf			
	(W7)	Chlorination Bldg	320 sf			
344**	(W21)	Skeetfield Water Tank	0.2 Mgal	0.13	0.06	MCWD
449**	(W15)	Travel Camp Pump	-	0.10	0.00	MCWD
460**	(W17)	Travel Camp Tank	0.06 Mgal	0.11	1.15	MCWD
475**	(W20)	"F" Water Tank	2.0 Mgal	0.92	0.29	MCWD
	(W6)	Future Reservoir Site A		1.72	1.23	MCWD
506	(W1)	Fritzsche Field Water Tk	0.3 Mgal	1.91	0.20	Marina
555	(W9)	Well B (#30)	578 sf	1.50	0.35	UC
560	(W10)	Well C (#31)	510 sf	1.22	0.94	UC
565B	(W11)	Well D Surge Tank (#32)	-	0.01	0.00	UC
565	(W16)	Well D (#32)	510 sf	0.21	0.86	UC
875	(W27)	Huffman Reservoir	0.06 Mgal	0.16	0.00	BLM
3101**(W5)		MCWD Corp. Yard	57,104 sf	10.55	0.00	MCWD
(includes 22 buildings of various sizes and a natural gas tank station with 2 tanks)						
4371	(W25)	"D" & "E" Water Tanks	2.0 Mgal+	2.33	1.08	EDC
4373	(W25)	Transmitter Bldg	200 sf			
4374	(W25)	Water Pump House	256 sf			
4375	(W25)	"E" Water Tank	0.25 Mgal			

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1	4424	(W19)	"B" Water Tank	2.0 Mgal	1.54	0.07	
2		(W19)	Water Pump Building 4424A & water equipment Vaults				
3	4475	(W24)	"C" Water Tank	2.1 Mgal	2.17	0.25	EDC
4	4976	(W2)	Main Booster Station		3.79	1.02	EDC
5	4974	(W2)	Main Booster Pump Stn	2404 sf			
6	4975	(W2)	Water Treatment Bldg	221 sf			
7	4976	(W2)	Ground Water Tank	1.0 Mgal			
8	4978	(W2)	Water Pump Bldg	225 sf			
9	8269	(W26)	Bayview Water Tank	0.2 Mgal	0.32	0.84	Seaside
10	8269A	(W26)	Water Control				
11	-	(W12)	HW-1 above ground crossing A		0.68	0.00	Caltrans
12			(W12-1 also depicts sewer line)				
13	-	(W13)	HW-1 above ground crossing B		0.21	0.00	Caltrans
14	-	(W14)	HW-1 above ground crossing C		0.16	0.00	Caltrans
15	-	(W4)	HW 1 above ground crossing D		0.63	0.00	Caltrans
16	-	(W3)	HW-1 under ground crossing				
17					<u>0.07</u>	<u>0.00</u>	Caltrans
18							
19				65,364 sf	32.47 ac	10.88 ac	

* Reference Water Parcel and Access Easement Maps

** Indicates Future Fee Parcels

EASEMENTS

Non-exclusive (15 ft.) public utility easements for underground water pipelines and appurtenances outside of the Ord Military Community; Total Length (Ft.) = 556,754 ft.; Easement Area = 191.02 acres. Non-exclusive (40 ft.) public utility easement for underground water pipelines and appurtenances outside of the Ord Military Community; Total Length (Ft.) = 1,181 ft.; Easement Area = 1.08 acres.

Non-exclusive (15 ft.) public utility easements for underground recycled water pipelines and appurtenances outside the Ord Military Community; Total Length (Ft.) = 41,340 ft.; Easement Area = 14.20 acres.

WASTEWATER SYSTEM BUILDINGS\STRUCTURES

Fac #	Sheet	Type	Facility Size	Exclusive Easement (Acres)	Non-Exclusive Access Easement (Acres)	Property Owner
31**	WW18	E.Garrison Lift Station	224 sf	0.14	0.00	EDC/PBC
96**	WW19	EGLift Station	420 sf	0.10	0.00	EDC/PBC
145A	WW17	Dotten Tank	43 sf	0.77	0.31	EDC
505	WW3	Fritzsche Lift Station		0.10		
528	WW2	Fritzsche Lift Station		0.20	0.00	Marina
530	WW4	Fritzsche Lift Station	124 sf	0.25	4.00	Marina
1492	WW15	TAC Lift Station		0.03	0.00	CSUMB
2076	WW10	WW Treatment Plant	4766 sf	4.63	0.00	CDPR

1	2076A	“	Sewer/W. Treat. Bldg	993 sf				
2	2076B	“	Sewer Pump Stat. Bldg	473 sf				
3	2076C	“	Sewer Pump Stat. Bldg	631 sf				
4	2076D	“	Sewer/W. Treat. Bldg	588 sf				
5	2076E	“	Effluent Contact Fac	506 sf				
6	2076F	“	Chlorinator Bldg	380 sf				
7	2076G	“	General Storehouse	860 sf				
8	2076H	“	Sewer/W. Treat Bldg	1,042 sf				
9	2076I	“	Sewer/Treat Plant Sec.					
10	2076J/K	“	Grit Tank and Headworks					
11	2076L	“	Primary Sediment Tk	7,488 sf				
12	2076M/N	“	Bio Trickling Filters					
13	2076O/P	“	Digest Tanks					
14	2076Q	“	Rev Drum Screen	2,000 sf				
15	2076R	“	Chlorine Contact Tank	1,485 sf				
16	2076S	“	Relocatable Building	320 sf				
17	2720	WW5	11 th Street Lift Station		0.15	0.00		EDC
18	4906	WW16	DEH Lift Station	36 sf	0.04	0.44		Marina
19	5398	WW8	Wittmeyer Lift Station		0.20	3.00		EDC
20	5447	WW9	Landrum Lift Station		0.13	0.09		EDC
21	5713A	WW13	Schoonover Lift Station		0.15	0.02		CSUMB
22	5790	WW14	Hodges Lift Station		0.10	0.04		CSUMB
23	5871	WW12	Imjin Lift Station		0.14	0.14		EDC/CSUMB
24	5990	WW21	Ord Vil Lift St	514 sf	0.91	0.25		CDPR
25	5987	WW21	Lift Station					
26	5988A	WW21						
27	5989	WW21						
28	6130	WW6	Jefferson Lift Station	-	0.13	0.20		EDC
29	6143	WW10	Clark Lift Station		0.16	0		EDC
30	6225	WW7	San Pablo Lift Station	-	0.30	0.69		EDC
31	8775	WW1	Booker Lift Station	304 sf	0.34	0.04		EDC
32		W12	Above ground crossing		<u>0.68</u>	<u>0.00</u>		CalTrans
33	(Also depicts water line SN 23,668)			23,197 sf	9.65ac	9.22ac		

* Reference Wastewater Parcel and Access Easement Maps.

** Indicates future Fee Parcels.

EASEMENTS

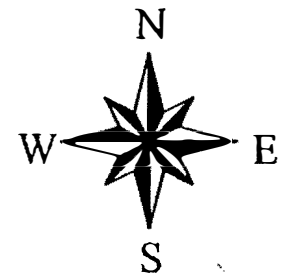
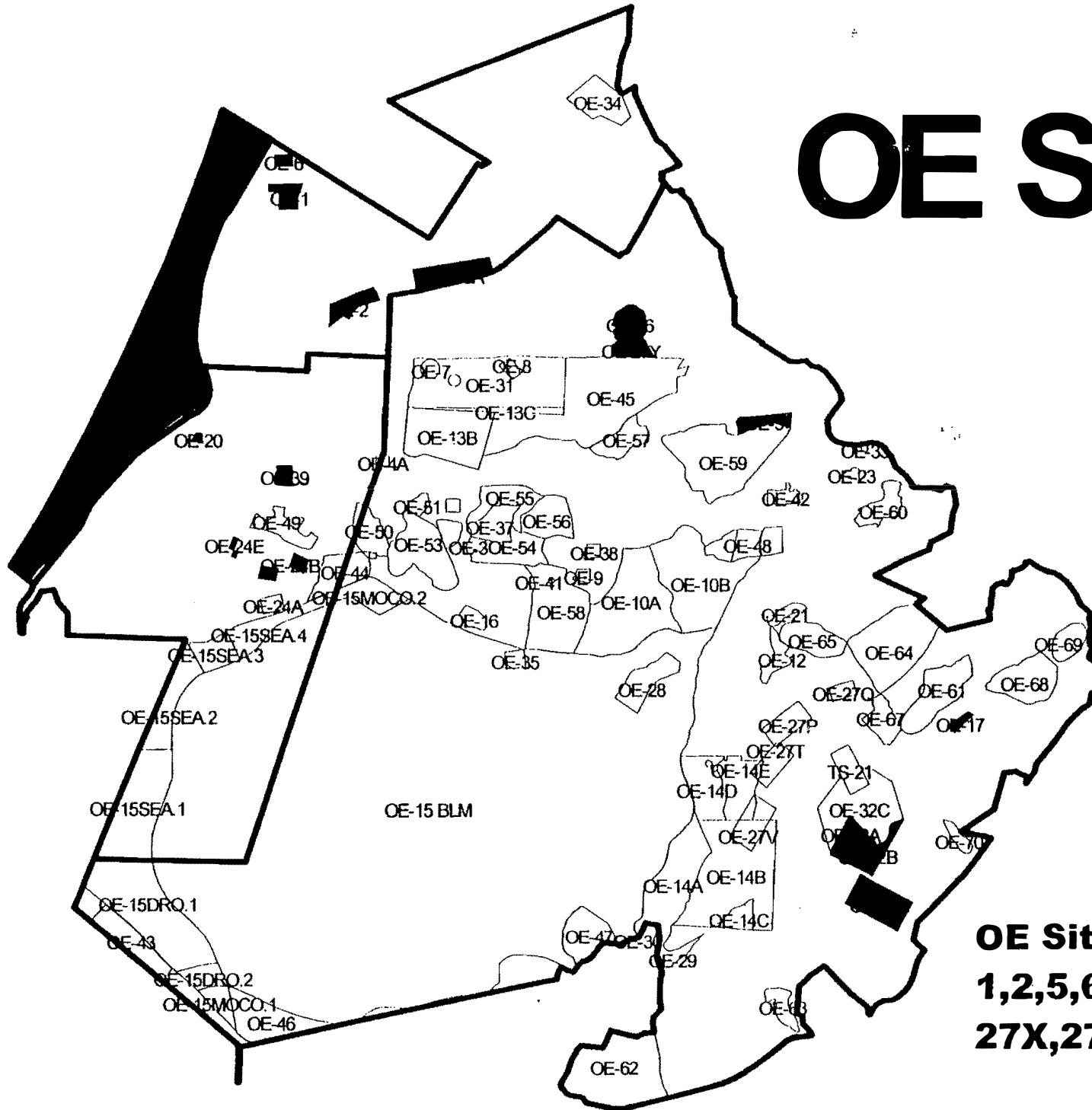
Non-exclusive (15 ft.) public utility easements for underground wastewater pipelines and appurtenances outside of the Ord Military Community; Total Length (Ft.) = 469,590 ft.; Easement Area = 161.70 acres.

The utility systems and access easement locations are more fully shown on sheets 2-89 of the “Fort Ord Military Reservation Water Facilities” drawings, sheets 10-77 of the “Fort Ord Military Reservation Sanitary Sewer Facilities” drawings, and “Marina Coast Water District Public Benefit Conveyance Application Fee Title/Easement Requests” drawings W1-W27 and WW1-WW22 filed in the office of the Monterey County Surveyor as SN 23,538 through SN 23,717 inclusive.

1 If future development is planned over an easement access route to the water and
2 wastewater facilities, the fee title property owner may substitute another access route as long as
3 the new route and the distance is reasonable. This assignment of easements is conditional upon
4 and subject to the listed and applicable conditions, restrictions, terms and covenants herein.
5

- 1 **EXHIBIT B**
- 2
- 3 **MAP OF ORDNANCE AND EXPLOSIVE SITES**

OE Sites



1:75000

OE Sites with NO UXO
1,2,5,6,17,20,22,
27X,27Y,32A,32B

DEED FOR WATER AND WASTEWATER SYSTEMS AND ASSIGNMENT OF EASEMENTS

1

EXHIBIT C

WHEN RECORDED MAIL TO:

KUTAK ROCK LLP

1101 CONNECTICUT AVENUE, NW
10th FLOOR

WASHINGTON, DC 20036

ATTN: GEORGE SCHLOSSBERG, ESQ.

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT

DEPARTMENT OF THE ARMY

EASEMENT FOR WATER AND WASTEWATER DISTRIBUTION
SYSTEMS LOCATED ON THE ORD MILITARY COMMUNITY

MONTEREY COUNTY, CALIFORNIA

DEPARTMENT OF THE ARMY

EASEMENT FOR WATER AND WASTEWATER DISTRIBUTION SYSTEMS

LOCATED ON

THE ORD MILITARY COMMUNITY

MONTEREY COUNTY, CALIFORNIA

THE SECRETARY OF THE ARMY, under and by virtue of the authority vested in the Secretary by Title 10, United States Code, Section 2669, and the Defense Base Closure and Realignment Act of 1990, Public Law 101-510, as amended, having found that the granting of this Easement is not incompatible with the public interest, hereby grants on behalf of the United States of America, hereinafter referred to as "Grantor", to Fort Ord Reuse Authority (FORA), hereinafter referred to as the "Grantee", a utility easement for constructing, operating, maintaining, repairing and replacing water and wastewater distribution systems over, across, in and upon lands of the United States, known as the Ord Military Community (OMC), approximately 782 acres, and described as parcels 1-7, 9 and 11 of the Fort Ord Military Reservation Record of Survey recorded in Book Volume 21, Survey page 83 in the County of Monterey and further shown on the drawings titled Fee Title and Easement Request Drawings SN 23,538 through SN 23,717 inclusive on file at the Monterey County Recorders Office, hereinafter referred to as the "Premises".

The drawings titled Fee Title and Easement Request Drawings SN 23,538 through SN 23,717 inclusive on file at the Monterey County Recorder's Office depicting the approximate locations of these utility easements, were prepared by Marina Coast Water District ("MCWD"). As major additions or repairs are preformed, Grantee may record corrections to these maps with the office of the Monterey County Surveyor and the maps shall be deemed addenda to this Easement and are incorporated herein by reference.

Transfer of the Grantor's rights associated with the potable water and wastewater systems are being accomplished through an Economic Development Conveyance to the Grantee, to then be passed to MCWD by deed, for public purposes.

The Easement for the water system consists of the water mains and laterals to the point where the water meter is or will be installed and the Easement for the wastewater system consists of mains only and does not include service lines to buildings and structures.

It is the intent of the parties herein to convey utility easements supporting all of the Potable Water Distribution System and the Wastewater Collection System ("Facilities") owned by the Grantee on the OMC. The parties believe and intend that the location of the lines and facilities depicted on the drawings titled Fee Title and Easement Request Drawings SN 23,538 through SN 23,717 inclusive on file at the Monterey County Recorder's Office include easements for the systems in their entirety. If any easement was omitted the parties agree that such omission

1 was inadvertent and such easement, shall be treated as though it were expressly contained in this
2 Easement.

3

4 **THIS EASEMENT** for the conveyance of the interests set forth above is granted subject
5 to the following conditions, reservations, terms, and covenants:

6

7 **1. TERM**

8

9 This Easement is hereby granted in perpetuity, effective on the date of execution of this
10 document and the transfer of the water and wastewater systems to Grantee.

11

12 **2. CONSIDERATION**

13

14 In consideration for, and effective upon, the transfer of the water and wastewater systems,
15 the easements, and water production rights and wastewater capacity, Grantee assumes the
16 Grantor's obligation to provide water required by the Installation-Wide Multi-species Habitat
17 Management Plan for Former Fort Ord, California for Habitat Management Plan mitigation and
18 other documents. Grantee also assumes the Grantor's obligation to cooperate and coordinate
19 with parcel recipients, the Monterey County Water Resources Agency (MCWRA), FORA,
20 MCWD, and others to ensure that all owners of property at the former Fort Ord will continue to
21 be provided an equitable supply of the water at equitable rates. Grantee also agrees to cooperate
22 and coordinate with FORA, property recipients, MCWD, the MCWRA, the Monterey Regional
23 Water Pollution Control Agency (MRWPCA) and others to ensure Non-Army Responsibility
24 Mitigations required by the Records of Decision dated December 23, 1993 and June 18, 1997 are
25 met. Grantee will ensure that it meets all requirements of the Grantor Agreement with MCWRA
26 approved on September 21, 1993. The Grantee agrees to indemnify and hold harmless the
27 Grantor, its officers, agents and employees from and against all suits, claims, demands or actions,
28 liabilities, judgments, penalties, costs and attorneys' fees arising out of, or in any manner
29 predicated upon the violation of any Grantor requirement under the Agreement due to the
30 withdrawal of water from any aquifers located under the former Fort Ord.

31

32 **3. NOTICES**

33

34 All correspondence and notices to be given pursuant to this assignment shall be
35 addressed:

36

37 if to the Grantee:

38

39 Fort Ord Reuse Authority
40 Attention: Executive Officer
41 100 12th Street
42 Building 2880
43 Marina, California 93933

44

45 with a copy to:

George R. Schlossberg, Esq.
Kutak Rock LLP
1101 Connecticut Avenue, N.W.
Washington, D.C. 20036

if to the Grantor:

District Engineer
United States Army Corps of Engineers
Attention: Chief, Real Estate Division
1325 J Street
Sacramento, California, 95814

Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVE

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", "Commander", "Garrison Commander" or "Said Officer" shall include their duly authorized representatives. Any reference to "Grantee" shall include assignees, transferees and their duly authorized representatives.

5. SUPERVISION BY THE GRANTOR

The construction, operation, maintenance, repair, modification, or replacement of said Facilities, located upon the land owned by the Grantor (also referred to as "Premises"), shall be performed at no cost or expense to the Grantor, except as provided for in any utility service contract and subject to the approval of the Installation Commander, Presidio of Monterey, (hereinafter referred to as "Said Officer"). The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as Said Officer prescribes in writing from time to time.

6. APPLICABLE LAWS AND REGULATIONS

The Grantee shall comply with all applicable federal, state, county, and municipal laws, permits, standards, ordinances and regulations wherein the Premises are located, collectively, "Applicable Laws". The Grantee shall also comply with the rules and regulations as set forth by the applicable state water and wastewater regulatory agencies.

7. CONDITION OF PREMISES

1 The Grantee acknowledges that it has inspected the Premises, knows the condition, and
 2 understands that the same is granted without any representation or warranties whatsoever and
 3 without any obligation on the part of the Grantor.

4
 5 **8. INSPECTION AND REPAIRS**

6
 7 The Grantee shall inspect the Facilities on the Premises at reasonable intervals and
 8 immediately repair any defects found by such inspection in keeping with good business practices
 9 or as required by the Applicable Laws.

10
 11 **9. PROTECTION OF PROPERTY**

12
 13 The Grantee shall be responsible for any damage that may be caused to the property by
 14 the activities of the Grantee under this Easement. Any such property damaged or destroyed by
 15 the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or
 16 replaced by the Grantee to a condition satisfactory to the Grantor, or at the election of the
 17 Grantor, reimbursement made therefor by the Grantee in an amount necessary to restore or
 18 replace the property to a condition satisfactory to the Grantor.

19
 20 **10. INSURANCE**

21
 22 a. At the commencement of this Easement, the Grantee shall obtain, from a reputable
 23 insurance company, or companies, or self-insurance pool, comprehensive liability insurance. The
 24 insurance shall provide an amount not less than that which is prudent, reasonable, and consistent
 25 with sound business practices or an amount not less than a combined single limit of \$5,000,000,
 26 whichever is greater, for any number of persons or claims arising from any one incident with
 27 respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or
 28 alleged to have been suffered by any person or persons upon the Premises or arising from
 29 activities conducted under this Easement.

30
 31 b. The liability insurance policy shall insure the hazards of the Premises and operations
 32 conducted in and on the Premises, independent contractors, contractual liability (covering the
 33 indemnity included in this Easement) occurring from and after the date of transfer of the water
 34 and wastewater systems from Grantor to the Grantee, and shall name the Grantor as an insured
 35 party. Each policy will provide that any losses shall be payable notwithstanding any act or failure
 36 to act or negligence of the Grantee or the Grantor or any other person, provided that the insurer
 37 will have no right of subrogation against the Grantor, and will be reasonably satisfactory to the
 38 Grantor in all respects. Under no circumstances will the Grantee be entitled to assign to any third
 39 party rights of action that it may have against the Grantor arising out of this Easement.

40
 41 c. The Grantee shall require that the insurance company give Said Officer and the
 42 District Engineer thirty (30) days written notice of any cancellation or change in such insurance.
 43 Said Officer or the District Engineer may require closure of any or all of the Premises during any
 44 period for which the Grantee does not have the required insurance coverage. The Grantee shall
 45 require its insurance company to furnish to Said Officer and to the District Engineer a copy of the

1 policy or policies, or if acceptable to the District Engineer, certificates of insurance evidencing
 2 the purchase of such insurance. The minimum amount of liability insurance coverage is subject
 3 to revision by the District Engineer every two (2) years or upon renewal or modification of this
 4 Easement.

5
 6 d. The Grantee may require any agents, assignees, transferees, or successors, as joint and
 7 several responsible parties with the Grantee for those portions of the Premises under their
 8 control, to maintain and carry at their expense portions of the insurance requirement.
 9

10 **11. HOLD HARMLESS AND INDEMNIFY**

11
 12 a. The Grantee agrees to assume all risks of loss or damage to property and injury or
 13 death to persons by reason of or incident attributable or incident to the condition or state of repair
 14 of the Premises or to its possession and/or use of the Premises or the activities conducted under
 15 this Easement occurring from and after the date of transfer of the Facilities from Grantor to the
 16 Grantee. The Grantee expressly waives all claims against the Grantor for any such loss, damage,
 17 personal injury or death caused by or occurring as a consequence of such condition, possession,
 18 and/or use of the Premises by the Grantee, or the conduct of activities or the performance of
 19 responsibilities under this easement by the Grantee. The Grantee further agrees to indemnify and
 20 hold harmless the Grantor, his officers, agents, and employees, from and against all suits, claims,
 21 demands or actions, liabilities, judgments, costs, and attorneys' fees arising out of, or in any
 22 manner predicated upon, personal injury, death, or property damage resulting from, related to,
 23 caused by or arising out of the possession and/or use of the Premises by the Grantee. The
 24 Grantor will give the Grantee notice of any claim against it covered by this indemnity as soon
 25 after learning of such claim as practicable.
 26

27 b. The Grantee shall indemnify and hold harmless the Grantor from any costs, expenses,
 28 liabilities, fines, or penalties resulting from discharges, releases, emissions, spills, storage,
 29 disposal, or any other action by the Grantee giving rise to Grantor liability, civil or criminal, or
 30 responsibility under federal, state or local environmental laws, excluding, however, any costs,
 31 expenses, liabilities, fines, or penalties resulting from conditions existing prior to the date of
 32 transfer of the Facilities to the Grantee.
 33

34 c. Subconditions a. and b. of this Condition and the obligations of the Grantee hereunder
 35 shall survive the expiration or termination of the Easement and the conveyance of the Premises.
 36 The Grantee's obligation hereunder shall apply whenever the Grantor incurs costs or liabilities
 37 for the Grantee's actions giving rise to liability under this Condition.
 38

39 **12. ANTI-DEFICIENCY ACT STATEMENT**

40
 41 The Grantor's obligation to pay or reimburse any money under this Easement is subject to
 42 the availability of appropriated funds to the Grantor, and nothing in this Easement shall be
 43 interpreted to require obligations or payments by the Grantor in violation of the Anti-Deficiency
 44 Act.
 45

1 **13. RIGHT TO ENTER**

2
 3 a. The right is reserved to the Grantor, its officers, agents, and employees to enter upon
 4 the easement at any time and for any purpose necessary or convenient in connection with
 5 government purposes that do not unreasonably interfere with the Grantee's rights herein granted,
 6 to make inspections, to conduct environmental and ordnance and explosives (OE) response
 7 actions, to remove timber or other material, except property of the Grantee, and/or to make any
 8 other use of the lands as may be necessary in connection with government purposes.

9
 10 b. The Grantee shall have no claim for damages on account thereof against the Grantor,
 11 or any officer, agent, contractor, or employee thereof, not including damages due to the fault or
 12 negligence of the Grantor or its officers, employees, agents or contractors.

13
 14 **14. TRANSFERS AND ASSIGNMENTS**

15
 16 Without prior written approval by said District Engineer, which approval shall not
 17 unreasonably be withheld, the Grantee shall neither transfer nor assign this Easement granted
 18 herein or any part thereof nor grant any interest, privilege, or license whatsoever in connection
 19 with this Easement, provided that Grantee may convey the Easement without such consent to
 20 MCWD or to any subsidiary, parent, or other affiliated entity, to the surviving entity in the event
 21 of merger or other corporate restructuring, or to a purchaser of substantially all of Grantee's
 22 assets. The provisions and conditions of this Easement shall extend to and be binding upon and
 23 shall inure to the benefit of the representatives, successors and assigns of the Grantee.

24
 25 **15. SUBJECT TO ENCUMBRANCES**

26
 27 a. These easements are taken by Grantee subject to existing licenses, leases, liens, and
 28 other encumbrances made for the purposes of street, utility systems, rights-of-way, railroads,
 29 pipelines, and/or covenants, exceptions, interests, reservations, and agreements of record and
 30 applicable restrictions including building heights and land use. The easement rights included
 31 herein cannot be conveyed or transferred without written consent of the Grantor.

32
 33 b. These easements are subject to all other existing easements, or those subsequently
 34 granted, as well as established access routes for roadways and utilities located, or to be located,
 35 on the premises, provided that the proposed grant of any new easement or route will be
 36 coordinated with the Grantee, and easements will not be granted that will, in the opinion of Said
 37 Officer, interfere with the use of the premises by the Grantee.

38
 39 **16. REQUIRED SERVICES**

40
 41 The Grantee shall furnish through the Facilities such services as may be required from
 42 time to time for governmental purposes, provided that payment for such service will be made by
 43 the Grantor at rates that shall be mutually agreeable but that shall never exceed the most
 44 favorable rates granted by the Grantee for similar service.

1 **17. RELOCATION OF FACILITIES**
2

3 In the event all or any portion of the Premises occupied by the Facilities shall be needed
4 by the Grantor, or in the event the existence of said Facilities is determined to be detrimental to
5 governmental activities, the Grantee shall from time to time, upon notice from the Grantor to do
6 so, and as often as so notified, remove said Facilities at the Grantee's expense (with the cost to be
7 agreed upon) to such other location on former Fort Ord or OMC property, as applicable, as
8 owned by the Grantor and as may be designated by Said Officer. In the event said Facilities shall
9 not be removed or relocated within ninety (90) days after such notice, the Grantor may cause
10 such relocation, and all costs of such relocation shall be paid by Grantee upon demand.
11

12 **18. TERMINATION OF EASEMENTS**
13

14 A rebuttable presumption of abandonment shall be raised by the failure of the Grantee to
15 use portions of the Easement containing the Facilities for a continuous period of 24 months for
16 the purposes herein granted or if Grantee removes or demolishes the Facilities. In the event of
17 such abandonment, the Grantor or its successor will notify the Grantee of its intention to
18 terminate the easement for abandonment sixty (60) days from the date of the notice, unless prior
19 to the end of said sixty (60) day period the Grantee either resumes its use of the easement or
20 facility or demonstrates conclusively that said resumption of use will occur within a reasonable
21 amount of time thereafter, not to exceed an additional ninety (90) day period (for purposes of this
22 subparagraph, flow of water through the piping system shall constitute continuous use of the
23 easement). Upon such termination, Grantee shall forthwith upon service of written demand,
24 without cost to the Grantor, and within 90 days from written demand by the Grantor, remove all
25 above ground improvements or other property placed by or for Grantee upon the Grantor's
26 property and restore the premises as nearly as possible to the same condition they were in prior to
27 construction of the improvements by the Grantee. In the event the Grantee should fail to restore
28 the premises in accordance with such request, the Grantor may do so at the risk of Grantee, and
29 all costs of such removal and restoration shall be paid by Grantee upon demand.
30

31 **19. SOIL AND WATER CONSERVATION**
32

33 The Grantee shall not interfere with any soil and water conservation structures that may
34 be in existence upon said Premises at the beginning of the term of this Easement and shall
35 maintain, in accordance with sound engineering standards any of the same that may be
36 constructed by the Grantee during the term of this Easement, and the Grantee shall take
37 appropriate measures to prevent or control soil erosion within the right-of-way herein granted in
38 a manner satisfactory to Said Officer. Any soil erosion occurring outside the Premises resulting
39 from the activities of the Grantee shall be corrected by the Grantee as directed by Said Officer.
40

41 **20. ENVIRONMENTAL PROTECTION**
42

43 a. Within the limits of their respective legal powers, the parties hereto shall protect the
44 Premises against pollution of its air, ground, and water. The Grantee shall promptly comply with
45 any laws, regulations, conditions or instructions affecting the activity hereby authorized if and

1 when issued by any federal, state, interstate, or local governmental agency having jurisdiction to
2 abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises
3 is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the
4 said federal, state, interstate or local governmental agency are hereby made a condition of this
5 Easement. The Grantee shall not discharge waste or effluent from the premises in such a manner
6 that the discharge will contaminate streams or other bodies of water or otherwise become a
7 public nuisance.

8
9 b. The use of any pesticides or herbicides within the Premises shall be in conformance
10 with all applicable federal, state and local laws and regulations. The Grantee must obtain
11 approval in writing from Said Officer before any pesticides or herbicides are applied within these
12 Premises.

13
14 c. The Grantee will use all reasonable means available to protect the environment and
15 natural resources, and where damage nonetheless occurs arising from the Grantee's activities, the
16 Grantee shall be liable to restore the damaged resources.

17
18 d. The Grantor's rights under this Easement specifically include the right for Grantor
19 officials to inspect, upon reasonable notice, the Premises for compliance with environmental,
20 safety, and occupational health laws and regulations, whether or not the Grantor is responsible
21 for enforcing them. Such inspections are without prejudice to the right of duly constituted
22 enforcement officials to make such inspections. The Grantor normally will give the Grantee
23 twenty-four (24) hours prior notice of its intention to enter the Premises unless it determines the
24 entry is required for safety, environmental, operations, or security purposes. The Grantee shall
25 have no claim on account of any entries against the Grantor or any officer, agent, employee, or
26 contractor thereof.

27
28 e. The Grantor acknowledges that the former Fort Ord has been identified as a National
29 Priorities List Site under the Comprehensive Environmental Response, Compensation, and
30 Liability Act ("CERCLA"). The Grantee acknowledges that the Grantor has provided it with a
31 copy of the former Fort Ord Federal Facility Agreement (FFA) entered into by the United States
32 Environmental Protection Agency (EPA) Region IX, the State of California, Department of
33 Toxic Substances Control (DTSC), and the Grantor and effective on November 19, 1990, and
34 will provide the Grantee with a copy of any amendments thereto. The Grantee agrees that should
35 any conflict arise between the terms of the FFA, as it presently exists or may be amended, and the
36 provisions of this Easement, the terms of the FFA will take precedence. The Grantee further
37 agrees that notwithstanding any other provision of the Easement, the Grantor assumes no liability
38 to the Grantee should implementation of the FFA interfere with the Grantee's use of the
39 Premises. The Grantee shall have no claim on account of any such interference against the
40 Grantor or any officer, agent, employee, or contractor thereof, other than for abatement of rent.

41
42 f. The Grantee agrees to comply with the provisions of any health or safety plan in effect
43 under the Installation Restoration Program ("IRP") or the FFA during the course of response or
44 remedial actions. Any inspection, survey, investigation, or other response or remedial action

1 will, to the extent practicable, be coordinated with representatives designated by the Grantee.
 2 The Grantee shall have no claim on account of such entries against the Grantor or any officer,
 3 agent, employee, contractor, or subcontractor thereof. In addition, the Grantee shall comply with
 4 all applicable federal, state, and local occupational safety and health regulations.

5
 6 g. The Grantee shall comply with the requirements of 10 U.S.C. 2692(b)(9) to obtain the
 7 Grantor's approval for the storage, treatment, or disposal on the premises of toxic or hazardous
 8 materials not owned by the Department of Defense.

9
 10 h. The Grantee shall comply with the hazardous waste permit requirements under the
 11 Resource Conservation and Recovery Act (RCRA), or its California equivalent and any other
 12 applicable laws, rules or regulations for the Grantee's activities under this Easement. Except as
 13 specifically authorized by the Grantor in writing, the Grantee must provide, at its own expense,
 14 such hazardous waste management facilities, including storage, treatment or disposal facilities,
 15 complying with all applicable laws and regulations. Hazardous waste management facilities of
 16 the Grantor will not be available to the Grantee. Any violation of the requirements of this
 17 provision shall be deemed a material breach of this Easement.

18
 19 i. Any of Grantor's accumulation points for hazardous and other wastes will not be used
 20 by the Grantee. The Grantee will not permit its hazardous waste to be commingled with
 21 hazardous waste of the Grantor.

22
 23 j. The Grantee shall have a plan approved by the Grantor for responding to hazardous
 24 waste, fuel, and other chemical spills prior to commencement of operations on the Premises,
 25 which approval shall not be unreasonably withheld or delayed. Such plan shall be independent of
 26 former Fort Ord and, except for initial fire response and/or spill containment, shall not rely on
 27 use of installation personnel or equipment. Should the Grantor provide any personnel or
 28 equipment, whether for initial fire response and/or spill containment, or otherwise on the request
 29 of the Grantee, or because the Grantee was not, in the opinion of the Grantor, conducting timely
 30 cleanup actions, the Grantee agrees to reimburse the Grantor for its costs. The plan may be
 31 developed in phases as agents, assigns, or contractors activities are identified. Agents, assigns, or
 32 contractors shall provide to the Grantee a plan to cover their activities and portion of the
 33 Premises prior to commencement of operations on that portion of the Property, which will be
 34 incorporated by the Grantee into the overall plan.

35
 36 k. The Grantee shall not construct or make or permit its agents, assigns, or contractors to
 37 construct or make any substantial alterations, additions, or improvements to or installations upon
 38 or otherwise modify or alter the Premises in any way that may adversely affect the cleanup,
 39 human health, or the environment without the prior written consent of the Grantor. Such consent
 40 may include a requirement to provide the Grantor with a performance and payment bond
 41 satisfactory to it in all respects and other requirements deemed necessary to protect the interests
 42 of the Grantor. For construction or alterations, additions, modifications, improvements, or
 43 installations in the proximity of operable units that are part of a National Priorities List (NPL)
 44 site, such consent may include a requirement for written approval by the Said Officer's Remedial
 45 Project Manager.

1
2 **21. ENVIRONMENTAL BASELINE SURVEY**
3

4 An Environmental Baseline Survey (EBS) dated April 1994, documenting the known
5 history of the Premises with regard to the storage, release, or disposal of hazardous substances
6 thereon, is located in several local libraries. If the Easement is terminated, another EBS shall be
7 prepared at no expense to Grantee, which will document the Environmental Condition of the
8 Premises at that time. A comparison of the two surveys will assist the officer in determining any
9 environmental restoration requirements. Any such requirements will be completed by the
10 Grantee in accordance with the condition specified in the paragraph entitled "RESTORATION".
11

12 **22. ENDANGERED SPECIES**
13

14 The Grantee, its successors or assigns, acknowledges and agrees to implement the
15 following provisions, as applicable, relative to endangered species:
16

17 a. The Premises contains some areas in Habitat Management Plan ("HMP")
18 Development Areas. No resource conservation requirements are associated with the HMP for
19 this conveyance. However, small pockets of habitat may be preserved within and around the
20 Premises. The Premises also contains areas in HMP Habitat Reserves and Habitat Corridors.
21 The requirement to avoid and restore habitat disturbed with the habitat reserve and habitat
22 corridors for operation, maintenance, and replacement of utility systems within utility easement
23 areas will be the same as applied to the fee title grantee of the habitat reserve and habitat corridor
24 area.
25

26 b. The Biological Opinion identified sensitive biological resources that may be salvaged
27 for use in restoration activities with reserve areas, and allows for development of the Premises.
28

29 c. The HMP does not exempt the Grantee, its successors or assigns, from complying with
30 environmental regulations enforced by federal, state, or local agencies. These regulations could
31 include obtaining the Endangered Species Act (ESA) (16 U.S.C. Section 1531 et seq.) Section
32 10(a) permits from the U.S. Fish and Wildlife Service (USFWS); complying with prohibitions
33 against take of listed animals under ESA Section 9; complying with prohibitions against the
34 removal of listed plants in violation of any state laws; complying with measures for conservation
35 of state-listed threatened and endangered species and other special-status species recognized by
36 the California Department of Fish and Game (DFG) under the California ESA, or California
37 Environmental Quality Act (CEQA); and complying with local land use regulations and
38 restrictions.
39

40 d. The HMP serves as a management plan for both listed and candidate species and is a
41 prelisting agreement between the USFWS and the local jurisdiction for candidate species that
42 may need to be listed because of circumstances occurring outside the area covered by the HMP.
43

44 e. Implementation of the HMP would be considered suitable mitigation for impacts to
45 HMP species within HMP prevalent areas and would facilitate the USFWS procedures to

1 authorize incidental take of these species by participating entities as required under ESA Section
 2 10.

3
 4 f. The HMP does not authorize incidental take of any species listed as threatened or
 5 endangered under the ESA by entities acquiring land or real property interests at the former Fort
 6 Ord. The USFWS has recommended that all nonfederal entities acquiring land or real property
 7 interests at former Fort Ord apply for ESA Section 10(a)(1)(B) incidental take permits for the
 8 species covered in the HMP. The definition of “take” under the ESA includes harassing, harm,
 9 hunt, shoot, wound, kill, trap, capture, or collect, or attempt to engage in any such conduct.
 10 Although the USFWS will not require further mitigation from entities that are in conformance
 11 with the HMP, those entities without incidental take authorization would be in violation of the
 12 ESA if any of their actions resulted in the take of a listed animal species. To apply for a Section
 13 10(a)(1)(B) incidental take permit, an entity must submit an application form (Form 3-200), a
 14 complete description of the activity sought to be authorized, the common and scientific names of
 15 the species sought to be covered by the permit, and a conservation plan (50 CFR 17.22 b).

16
 17 **23. PROTECTION OF TREES**

18
 19 The Grantee agrees to take all reasonable precautions to protect trees during maintenance
 20 and future operations and to restore the ground surface after completion of maintenance or other
 21 operations as near to its former condition as may be possible for protection against erosion.

22
 23 **24. HISTORIC PRESERVATION**

24
 25 The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed,
 26 any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of
 27 antiquity. In the event such items are discovered on the premises, the Grantee shall immediately
 28 notify said officer and protect the site and material from further disturbance until Said Officer
 29 gives clearance to proceed.

30
 31 **25. NOTICE OF THE POTENTIAL FOR THE PRESENCE OF ORDNANCE AND**
 32 **EXPLOSIVES**

33
 34 a. The former Fort Ord is a former military installation with a history of ordnance and
 35 explosives (“OE”) use and, therefore, there is a potential for OE to be present. An archival
 36 search indicates that OE sites are located on the premises. There is a potential for OE to be
 37 present outside the OE sites on the Premises. In the event the Grantee, its successors, and
 38 assigns, should discover any ordnance on the Premises, they shall not attempt to remove or
 39 destroy it, but shall immediately notify the local Police and the Directorate of Law Enforcement
 40 at the Presidio of Monterey. Competent Grantor or Grantor-designated explosive ordnance
 41 personnel will be dispatched promptly to dispose of such ordnance properly at no expense to the
 42 Grantee.

43
 44 b. OE Sites are shown on the map in Exhibit A. Entry and excavation within OE Sites
 45 will require prior coordination with the Installation’s Directorate of Environmental and Natural

1 Resources Management and the U.S. Army Corps of Engineers. An Army approved ordnance
 2 disposal specialist must be present when access and excavations are necessary in the OE sites.
 3 Access requests will be submitted a minimum of five (5) working days prior to the date of entry.
 4 Information required on the request includes location of entry and location and scope of any
 5 planned work to include depth of excavation. Access approval will set forth the conditions and
 6 requirements that must be met to work in the OE Sites. In addition, the Army will be providing
 7 this notice to the Grantee annually as a reminder of this land use control and the hazards
 8 associated with unexploded ordnance. As the Army's OE removal actions continue and sites are
 9 completed, this land use control may be removed.

10
 11 c. All Grantee supervisors and field personnel who will be entering OE sites are required
 12 to receive annual OE recognition and safety briefings. The Grantor will provide the OE
 13 recognition training to Grantee personnel when requested.

14
 15 d. In the event a Grantee-owned Facility located in an OE Site that requires immediate
 16 corrective action, contact the Directorate of Law Enforcement at the Presidio of Monterey
 17 immediately.

18
 19 **26. EXCAVATION**

20
 21 The Grantee shall not excavate, except in emergencies, without first obtaining an
 22 excavation permit from Said Officer, provided that said permit shall not be unreasonably
 23 withheld. A response or permission from the Grantor shall be given within five (5) working days
 24 and at no cost to the Grantee. The Grantor and its contractors agree to make every reasonable
 25 effort to contact Grantee prior to performance of any excavation that may interfere with or be
 26 inconsistent with the rights herein granted.

27
 28 **27. COASTAL ZONE MANAGEMENT ACT (CZMA) CONSISTENCY**
 29 **REQUIREMENTS**

30
 31 a. The Negative Determination U.S. Army, Disposal and Reuse of Parcels on Former
 32 Fort Ord, Monterey County, dated November 1, 1995 (ND-109-95) and the Army's Coastal Zone
 33 Management Act Consistency Determination dated February 1994 (CD-16-94) identifies
 34 requirements for the transfer and reuse of lands at the former Fort Ord. By accepting this
 35 Easement, the Grantee agrees to comply with the requirements specified by the California
 36 Coastal Commission with respect to the Army's Coastal Zone Management Act Consistency
 37 Determination. With respect to water supply on the former Fort Ord, initial priority will be given
 38 to coastal zone lands, including coastal-dependent agricultural and visitor-serving areas.

39
 40 b. The Grantee recognizes that should any conflict arise between the Army's Coastal
 41 Zone Management Act Consistency Determination and the terms of this document, the
 42 Consistency Determination will take precedence. Notwithstanding any other provisions of this
 43 transfer, the Grantor assumes no liability to the Grantee should implementation of the
 44 Consistency Determination interfere with the Grantee's use of the Premises. The Grantee shall

1 have no claim on account of any such interference against the Grantor or any officer, agent,
2 employee, or contractor thereof.

3 4 **28. AIR NAVIGATION RESTRICTION**

5
6 The Monterey Airport and Marina Municipal Airport are in close proximity to the subject
7 Property and Premises. Accordingly, in coordination with the Federal Aviation Administration,
8 the Grantee, covenants and agrees, on behalf of it, its successors and assigns and every successor
9 in interest to the Property and Premises wherein described, or any part thereof, that, when
10 applicable, there will be no new construction or alteration unless a determination of no hazard to
11 air navigation is issued by the Federal Aviation Administration in accordance with Title 14, Code
12 of Federal Regulations, Part 77, entitled "Objects Affecting Navigable Airspace", or under the
13 authority of the Federal Aviation Act of 1968, as amended.

14 15 **29. NON-DISCRIMINATION**

16
17 With respect to activities related to the Property, the Grantee hereby agrees that it will
18 comply with the requirements of Title VI of the Civil Rights Act of 1964 (Public Law No. 88-
19 352) and all requirements imposed by or pursuant to the regulations issued pursuant to the Act
20 and now in effect, to the end that, in accordance with said Act and regulations, no person in the
21 United States shall, on the grounds of race, color, national origin, sex, or handicap be excluded
22 from participation in, be denied the benefits of, or otherwise be subjected to discrimination under
23 any program or activity related to the Property of the Grantee, its successors or assigns.

24 25 **30. RESTORATION**

26
27 If for some reason termination of this Easement is required and if requested by the
28 Grantor, the Grantee shall, without expense to the Grantor, and within such time as Said Officer
29 may indicate, restore the Premises to the satisfaction of Said Officer. In the event the Grantee
30 shall fail to restore the Premises, if requested by the Grantor, the Grantor shall have the option to
31 perform the restoration at the expense of the Grantee, and the Grantee shall have no claim for
32 damages against the Grantor or its officers or agents for such action.

33 34 **31. DISCLAIMER**

35
36 This Easement is effective only insofar as the rights of the Grantor in the property are
37 concerned, and the Grantee shall obtain such permission as may be required on account of any
38 other existing rights. It is understood that the granting of the Easement does not eliminate the
39 necessity of obtaining any Department of the Army permit which may be required pursuant to the
40 provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33
41 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344) or any other permit or
42 license that may be required by federal, state or local law in connection with use of the Premises.

43 44 **32. NON-TRANSFERABLE RIGHTS**

1 Conditions 3, 4, 5, 9, 11, 12, 14, 17, 21, 26, 30, and 33 are non-transferable rights of the
2 Grantor. In the event of disposal of the Grantor's underlying fee, these rights and conditions will
3 not transfer with the land and will thereupon terminate.
4

5 **33. USE OF PROPERTY**
6

7 The Grantee agrees that the use of this E herein shall be subject to the express condition
8 that the exercise thereof will not unduly interfere with the management and administration by the
9 Grantor of the Premises, and that the Grantee agrees and consents to the occupancy and use by
10 the Grantor, its grantees, permittees, or lessees of any part of the Easement not actually occupied
11 or required by the facilities, or the full and safe utilization thereof, for necessary operations
12 incident to such management, administration, or disposal.
13


14 **THIS EASEMENT** is not subject to Title 10, United States Code, Section 2662, as
15 amended.
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25 [SIGNATURE PAGE FOLLOWS]
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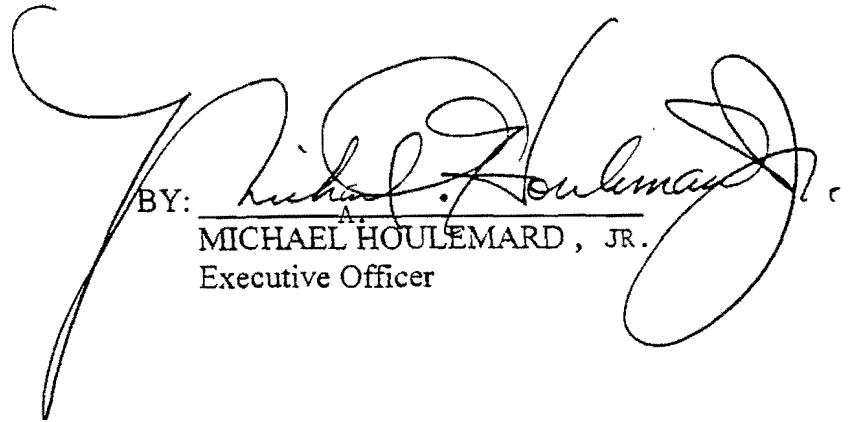
IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this 23rd day of OCTOBER, 2001.

THE UNITED STATES OF AMERICA
SECRETARY OF THE ARMY

BY: 
MARVIN D. FISHER
Chief, Real Estate Division

THIS EASEMENT is also executed by Fort Ord Reuse Authority this 24th day of October, 2001

FORT ORD REUSE AUTHORITY

BY: 
MICHAEL HOULEMARD, JR.
Executive Officer

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Sacramento } ss.

On 25th October 2001, before me, Linda A. Blue
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Marion D. Fisher
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.

Linda A. Blue
Signature of Notary Public

Place Notary Seal Above

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: Easement DAC AB 9-00-584

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: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

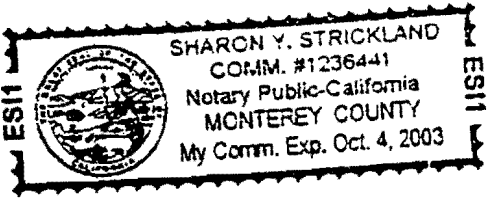
State of California

County of Monterey

On Oct. 24, 2001 before me, Sharon Y. Strickland, Notary
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Michael A. Houlemard Jr.
Name(s) of Signer(s)

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.

Sharon Y. Strickland
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: _____

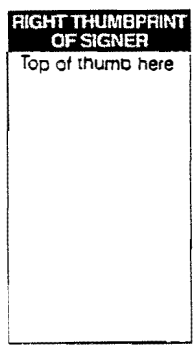
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

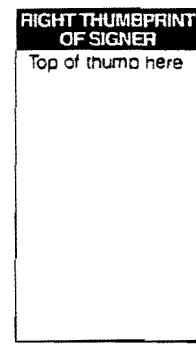
- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

Signer's Name: _____

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



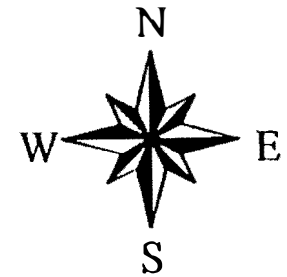
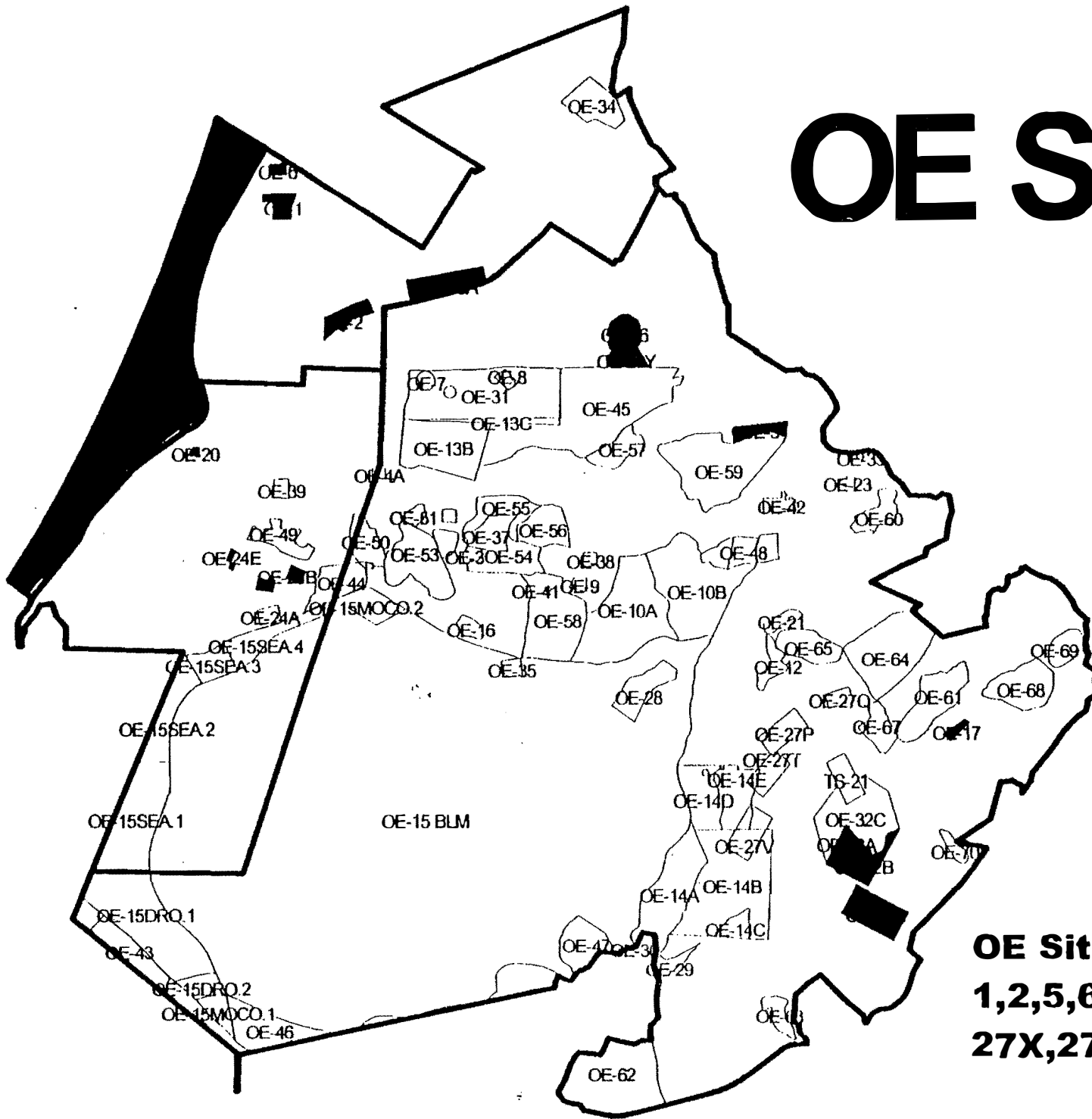
Signer Is Representing:

EXHIBIT A

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2
3
4

MAP OF ORDNANCE AND EXPLOSIVE SITES

OE Sites



1:75000

OE Sites with NO UXO
1,2,5,6,17,20,22,
27X,27Y,32A,32B

Resolution No. 2001-52
Resolution of the Board of Directors
Marina Coast Water District
Assignment of Easements on the Former
Ford Ord and Ord Military Community,
County of Monterey, and Quitclaim Deed for Water and Wastewater Systems

October 24, 2001

RESOLVED by the Board of Directors ("Directors") of the Marina Coast Water District ("District"), at a regular meeting duly called and held on October 24, 2001 at the business office of the District, 11 Reservation Road, Marina, California as follows:

WHEREAS, the Secretary of the Army may convey surplus property to the Local Redevelopment Authority at a closing military installation for economic development purposes pursuant to the power and authority provided by Section 2905(b)(4) of the DBCRA and the implementing regulations of the Department of Defense (32 CFR Part 91); and,

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

WHEREAS, Grantor and the Grantee have entered into a Memorandum of Agreement between the United States of America Acting By and Through the Secretary of the Army, United States Department of the Army and the Fort Ord Reuse Authority For the Sale of Portions of the former Fort Ord, California, dated the 20th day of June, 2000, as amended by Amendment No. 1 dated October 23, 2001 (hereinafter referred to as the "MOA"), which sets forth the specific terms and conditions of the sale of portions of the former Fort Ord located in Monterey County, California; and,

WHEREAS, the Grantor and Grantee did enter into that certain Water/Wastewater Facilities Agreement dated March 13, 1998, as amended; and,

WHEREAS, under the Water/Wastewater Facilities Agreement, Grantor agreed to transfer the subject water and wastewater systems and rights to Grantee and Grantee agreed to accept the systems and rights to further the economic redevelopment of Fort Ord; and,

WHEREAS, Grantor has received conveyance of the subject water and wastewater systems and rights from the United States of America, and it was agreed as part of that conveyance that Grantor would transfer the subject water and wastewater systems and rights and easements to Grantee; and,


WHEREAS, in its use of the property and rights granted and assigned, Grantee agrees to comply with and be bound by the terms and conditions of the conveyance from the United States to Grantor, by the terms of the Water/Wastewater Facilities Agreement, and by the terms of Title

7.85 of the California Government Code, Chapters 1 through 7, inclusive, commencing with Section 67650, et seq.

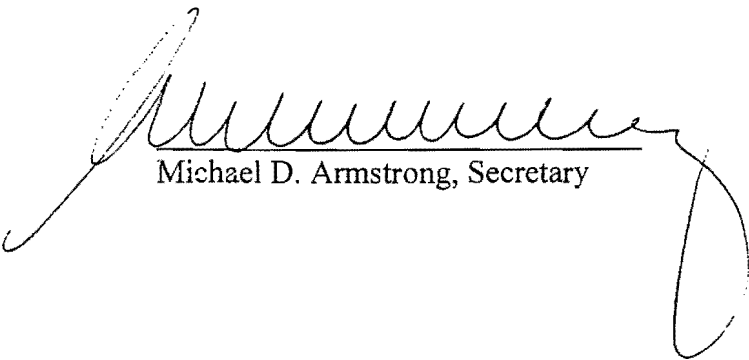
NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby approve the adoption of Resolution No. 2001-52 and accepts the quitclaim deed for water and wastewater systems and assignment of easements for the former Fort Ord, and on the Ord Military Community.

PASSED AND ADOPTED on October 24, 2001, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors Randle, Nishi, Brown, Moore
Noes: Directors None
Absent: Directors Bryson
Abstained: Directors None

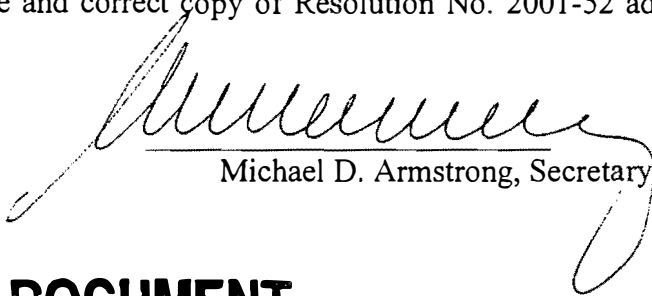

David W. Brown, President

ATTEST:


Michael D. Armstrong, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2001-52 adopted October 24, 2001.


Michael D. Armstrong, Secretary

END OF DOCUMENT