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## QUITCLAIM DEED FOR MCWD PROPERTY (Parcel L35.5) FORMER FORT ORD, MONTEREY, CALIFORNIA (Fort Ord Reuse Authority to the Marina Coast Water District)

THIS OUITCLAIM DEED ("Deed") is made as of the 3 day of Lebruary 2006, among the FORT ORD REUSE AUTHORITY ("Grantor"), created under Title 7.85 of the California Government Code, Chapters 1 through 7, inclusive, commencing with Section 67650, et seq., and selected provisions of the California Redevelopment Law, including Division 24 of the California Health and Safety Code, Part 1, Chapter 4.5, Article 1, commencing with Section 33492, et seq., and Article 4, commencing with Section 33492.70, et seq., and recognized as the Local Redevelopment Authority for the former Fort Ord Army Base, California, by the Office of Economic Adjustment on behalf of the Secretary of Defense, and the MARINA COAST WATER DISTRICT ("Grantee"), a County Water District and political subdivision of the State of California, organized under Division 12, sections 30000 and following, of the California Water Code, in accordance with a no-cost economic development conveyance from the UNITED STATES OF AMERICA, acting by and through the SECRETARY OF THE ARMY ("United States") to the 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, hereinafter "DBCRA"), and further in accordance with the 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 the 23<sup>rd</sup> day of October 2001 ("MOA") which sets forth the specific terms and conditions of the federal disposal of portions of the former Fort Ord located in Monterey County, California, and further in accordance with that certain Water/Wastewater Facilities Agreement dated March 13, 1998 between Grantor and Grantee, as amended ("Water/Wastewater Facilities Agreement").

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

## **OUITCLAIM DEED FOR PARCEL 35.5, FORA to MCWD**

and including the following:

| WHEREAS, The military installation at Fort Ord was closed pursuant to and in accordance with the Defense Base Closure and Realignment Act of 1990, as amended (Public Law 101-510; 10 U.S.C. § 2687 note);   |
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| WHEREAS, section 2859 of the National Defense Authorization Act for Fiscal Year 1996, (Public Law 104-106), authorized the Government to sell portions of the former Fort Ord to the <b>Grantor</b> as surplus property;   |
| WHEREAS, the Grantor and the Government entered into the MOA and MOA Amendment No. 1, dated the 23 <sup>rd</sup> day of October 2001, which sets forth the specific terms and conditions of the sale of portions of the former Fort Ord located in Monterey County, California;  |
| WHEREAS, the Grantor has entered into implementation agreements with various local jurisdictions, including the City of Marina, to facilitate the orderly reuse of the former Fort Ord and ensure compliance with the requirements of the MOA and related conveyance documents.  |
| WHEREAS, the Grantor and Grantee did enter into that certain Water/Wastewater Facilities Agreement dated March 13, 1998, as amended; which sets forth the specific terms and conditions upon which the Grantor agrees to convey and the Grantee agrees to accept title to certain water and wastewater facilities ("Water/Waste Water Facilities), together with certain real property including the real property known as Parcel L35.5.; |
| WHEREAS, pursuant to the MOA, the Government conveyed the Water/Waste Water Facilities, together with title to certain real property and related easements; to the <b>Grantor</b> on October 26, 2001, and <b>Grantor</b> conveyed such Water/Waste Water Facilities and real property rights to <b>Grantee</b> on November 7, 2001;   |
| WHEREAS, pursuant to the MOA, the Government conveyed the property known as Parcels L35.5 on the former Fort Ord by quitclaim deed to the <b>Grantor</b> on December 8, 2005 ("Government Deed");  |
| WHEREAS, by this Deed Grantor desires to convey, and Grantee desires to acquire Parcel L35.5.  |
| WITNESSETH   |
| The <b>Grantor</b> , for and in consideration of the sum of one dollar (\$1.00) plus other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, releases and quitclaims to the <b>Grantee</b> , its successors and assigns forever, all such interest, right, title, and claim as the <b>Grantor</b> has in and to Parcel L35.5, consisting of approximately 0.918 acre,                         |

more particularly described in Exhibit "A," attached hereto and made a part hereof ("Property"),

## OUITCLAIM DEED FOR PARCEL 35.5, FORA to MCWD

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

Grantee covenants for itself, its successors and assigns and every successor in interest to the Property, or any part thereof, that Grantee and such successors and assigns shall comply with all provisions of the following sections of the Implementation Agreement between the Fort Ord Reuse Authority and the City of Marina, dated May 1, 2001 and recorded in the office of the Monterey County Recorder as Document: 2001088377 and the Implementation Agreement between the Fort Ord Reuse Authority and the County of Monterey, dated May 8, 2001 and recorded in the office of the Monterey County Recorder as Document: 2001088380 ("Implementation Agreements"), as if the Grantee were the referenced Jurisdiction under the Implementation Agreements: Section 2, Section 5, and the Deed Restrictions and Covenants set forth in Exhibit F, as if such Deed Restrictions and Covenants were separately recorded prior to the recordation of this Deed.

Grantee covenants for itself, its successors and assigns and every successor in interest to the Property, or any part thereof, that Grantee and such successors and assigns shall comply with all provisions of the Water/Wastewater Facilities Agreement.

The Government Deed conveying the Property to the Grantor was recorded prior to the recordation of this Deed. In its transfer of the Property to the Grantor, the Government provided certain information regarding the environmental condition of the Property. The Grantor has no knowledge regarding the accuracy or adequacy of such information.

The italicized information below is copied verbatim (except as discussed below) from the Government deed conveying the Property to the Grantor. The Grantee hereby acknowledges and assumes all responsibilities with regard to the Property placed upon the Grantor under the terms of the aforesaid Government deed to Grantor and Grantor grants to Grantee all benefits with regard to the Property under the terms of the aforesaid Government deed. Within the italicized information only, the term "Grantor" shall mean the Government, and the term "Grantee" shall mean the Fort Ord Reuse Authority ("FORA"); to avoid confusion, the words "the Government" have been added in parenthesis after the word "Grantor", and "FORA" has been added in parenthesis after the word "Grantee".

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