MCWD L35,1\$ 135,2

WHEN RECORDED MAIL TO:

MARINA COAST WATER DISTRICT 11 RESERVATION ROAD MARINA, CA 93908 CERTIFIED COPY OF ORIGINAL DOCUMENT STEWART TITLE

SEP 0 3 2004

Time: 8:00 AM Series #2004093357

THIS SPACE FOR RECORDER'S USE ONLY

Documentary Transfer Tax \$ EXEMPT

Computed on Full Value of Property conveyed
or Computed on Full Value less liens and
encumbrances remaining at time of sale.

As declared by the Undersigned.

TITLE(S) OF DOCUMENT

QUITCLAIM DEED FOR MCWD PROPERTY FORMER FORT ORD, MONTEREY, CALIFORNIA (Fort Ord Reuse Authority to the Marina Coast Water District) M 7 M D L 35 - A

WHEN RECORDED MAIL TO:

MARINA COAST WATER DISTRICT 11 RESERVATION ROAD MARINA, CA 93908

Documentary Transfer Tax \$ EXEMPT Computed on Full Value of Property conveyed or Computed on Full Value less liens and

encumbrances remaining at time of sale. As declared by the Undersigned.

TITLE(S) OF DOCUMENT

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

1	
2	WHEN RECORDED RETURN TO:
3	
4	MARINA COAST WATER DISTRICT
5	11 RESERVATION ROAD
б	MARINA, CA 93908
7	
8	
9	
10	

RECORDER STAMP

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

15 16 17

18

19

20

21 22

23

24

25

26

27

28

29

30

31

32

33

34

35

36

37

14

11

12 13

> THIS QUITCLAIM DEED ("Deed") is made as of the 1st day of September 2004, 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 23rd 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").

38 39 40

41

42

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;

43 44

QUITCLAIM DEED FOR MCWD PROPERTY

	·
1	WHEREAS, The military installation at Fort Ord was closed pursuant to and in
2	accordance with the Defense Base Closure and Realignment Act of 1990, as amended (Public
3	Law 101-510; 10 U.S.C. § 2687 note);
4	
5	WHEREAS, section 2859 of the National Defense Authorization Act for Fiscal Year
6	1996, (Public Law 104-106), authorized the Government to sell portions of the former Fort Ord
7	to the Grantor as surplus property;
8	
9	WHEREAS, the Grantor and the Government entered into the MOA and MOA
0	Amendment No. 1, dated the 23 rd day of October 2001, which sets forth the specific terms and
1	conditions of the sale of portions of the former Fort Ord located in Monterey County, California;
2	
.3	WHEREAS, the Grantor has entered into implementation agreements with various local
4	jurisdictions, including the City of Marina, to facilitate the orderly reuse of the former Fort Ord
.5	and ensure compliance with the requirements of the MOA and related conveyance documents.
6	
7	WHEREAS, the Grantor and Grantee did enter into that certain Water/Wastewater
.8	Facilities Agreement dated March 13, 1998, as amended; which sets forth the specific terms and
9	conditions upon which the Grantor agrees to convey and the Grantee agrees to accept title to
0.5	certain water and wastewater facilities ("Water/Waste Water Facilities), together with certain real
21	property including the real property known as Parcels L35.1, L35.2, L35.3, L35.6, L35.7, and L35.8
22	("MCWD Property");
23	
24	WHEREAS, pursuant to the MOA, the Government conveyed the Water/Waste Water
25	Facilities, together with title to certain real property and related easements; to the Grantor on
26	October 26, 2001, and Grantor conveyed such Water/Waste Water Facilities and real property
27	rights to Grantee on November 7, 2001;
82	
29	WHEREAS, pursuant to the MOA, the Government conveyed the property known as
30	Parcels L35.1, L35.2, L35.3, L35.6, L35.7, and L35.8 ("MCWD Property") on the former Fort Ord
31	by quitclaim deed to the Grantor on January 21, 2004 ("Government Deed");
32	TITIETH ACLES AND ACCURATE AND ACCURATE AND ACCURATE AND ACCURATE
33	WHEREAS, by this Deed Grantor desires to convey, and Grantee desires to acquire, a
34	portion of the MCWD Property known as Parcels L35.1 and L35.2.
35	ፕኒስጥኒ ነገን (ነርነቲንጥን ፒ
36	WITNESSETH
37	The Country for and in annihous of the same of any deliter (\$1.00) when other and
38	The Grantor, for and in consideration of the sum of one dollar (\$1.00) plus other good
39 40	and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,
40 41	releases and quitelaims to the Grantee, its successors and assigns forever, all such interest, right,
41	title, and claim as the Grantor has in and to Parcels L35.1 and L35.2, consisting of approximately

41

QUITCLAIM DEED FOR MCWD PROPERTY

12.27 acres and 20 buildings, more particularly described in Exhibits "A," and "B," attached hereto and made a part hereof ("Property"), and including the following:

A. All buildings, facilities, roadways, and other improvements, including the storm drainage systems and the telephone system infrastructure, and any other improvements thereon,

B. All appurtenant easements and other rights appurtenant thereto, permits, licenses, and privileges not otherwise excluded herein, and

C. All hereditaments and tenements therein and reversions, remainders, issues, profits, privileges and other rights belonging or related thereto.

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".

03-93011.2



