

1
2 RECORDING REQUESTED BY
3 AND WHEN RECORDED RETURN TO:
4
5 County of Monterey
6 Public Works, Facilities, and Parks
7 1441 Schilling Place, South Bldg 2nd Floor
8 Salinas, California 93901
9 Attn: Real Property Specialist

10
11 No recording fee pursuant to Government Code 27383 Space above this line for Recorder's Use
12 No Documentary Transfer Tax Required pursuant to Revenue and Taxation Code 11922 – Grantor
13 and Grantee are both Political Subdivisions of the State of California

14
15 **QUITCLAIM DEED FOR BLANCO ROAD**
16 **FORMER FORT ORD, MONTEREY, CALIFORNIA**
17 **City of Seaside, acting as the federally recognized Local Redevelopment Authority**
18 **(“LRA”) and Successor to the Fort Ord Reuse Authority (“FORA”) to the County of**
19 **Monterey, a political subdivision of the State of California**
20

21
22 THIS QUITCLAIM DEED (“Deed”) is made as of the ___th day of _____ 2022, by
23 the Fort Ord Reuse Authority through the City of Seaside (“Successor”) acting as the federally
24 recognized Local Redevelopment Authority (“LRA”) and Successor to the Fort Ord Reuse
25 Authority (“FORA”) (**the “Grantor”**), created under Title 7.85 of the California Government
26 Code, Chapters 1 through 7, inclusive, commencing with Section 67650, *et seq.*, and selected
27 provisions of the California Redevelopment Law, including Division 24 of the California Health
28 and Safety Code, Part 1, Chapter 4.5, Article 1, commencing with Section 33492, *et seq.*, and
29 Article 4, commencing with Section 33492.70, *et seq.*, and recognized as the Local
30 Redevelopment Authority for the former Fort Ord Army Base, California, by the Office of
31 Economic Adjustment on behalf of the Secretary of Defense, and the County of Monterey, a
32 political subdivision of the State of California (**the “Grantee”**).
33

34 **WHEREAS**, The United States of America (“Government”) was the owner of certain real
35 property, improvements and other rights appurtenant thereto together with all personal property
36 thereon, located on the former Fort Ord, Monterey County, California, which was utilized as a
37 military installation;
38

39 **WHEREAS**, The military installation at Fort Ord was closed pursuant to and in
40 accordance with the Defense Base Closure and Realignment Act of 1990, as amended (Public
41 Law 101-510; 10 U.S.C. § 2687 note);
42

43 **WHEREAS**, section 2859 of the National Defense Authorization Act for Fiscal Year
44 1996, (Public Law 104-106), authorized the Government to sell portions of the former Fort Ord
45 to the **Grantor** as surplus property;

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WHEREAS, the **Grantor** and the Government entered into 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, (“MOA”) and MOA Amendment No. 1, dated the 23rd 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, pursuant to the MOA, the Government conveyed the property known as Blanco Road on the former Fort Ord by quitclaim deed to the **Grantor** on August 8, 2000 (“Government Deed”);

WITNESSETH

The **Grantor**, 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 **Grantee**, its successors and assigns forever, all such interest, right, title, and claim as the **Grantor** has in and to Parcel referenced as Army Corps of Engineers (Army COE) L20.11.1¹, consisting of approximately 31.19 acres more particularly described in Exhibit “A,” and further described in the Finding of Suitability to Transfer (Available at www.FortOrdCleanup.com, document number OTH-045B, accessed at link <https://fodis.net/fortorddocs/public/downloadpdf.aspx?arno=OTH-045B/>) and as further depicted as Exhibit “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 Implementation Agreement as if the **Grantee** were the referenced Jurisdiction under the Implementation Agreement and specifically agrees to comply with the Deed Restrictions and Covenants set forth in Exhibit F of the Implementation Agreement as if such Deed Restrictions and Covenants were separately recorded prior to the recordation of this Deed.

¹The Army FOST for Blanco Road refers to Parcel L20.11, which contained parcels 1A and 1B. Subsequently, the Army Corps renamed Parcel 1A as Parcel L20.11.1 and Parcel 1B as Parcel L20.11.2. Parcel L20.11.2 transferred to the City of Marina by Quitclaim Deed on or about September 1, 2005 Monterey County Recorder Document Number 2005091640

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2 **Grantor** hereby assigns to **Grantee** the perpetual and assignable non-exclusive access
3 easement over, across, under, and through all paved roads retained by the Government for access
4 purposes as set forth in paragraph A of Section II of the Government Deed, subject to all terms and
5 conditions set forth in paragraph B of Section II of the Government Deed.

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

10
11 The italicized information below is copied verbatim (except as discussed below) from the
12 Government deed conveying the Property to the **Grantor**. The **Grantee** hereby acknowledges
13 and assumes all responsibilities with regard to the Property placed upon the **Grantor** under the
14 terms of the aforesaid Government deed to **Grantor** and **Grantor** grants to **Grantee** all benefits
15 with regard to the Property under the terms of the aforesaid Government deed. Within the
16 italicized information only, the term “Grantor” shall mean the Government, and the term
17 “Grantee” shall mean the City of Seaside, Successor to the Fort Ord Reuse Authority; to avoid
18 confusion, the words “the Government” have been added in parenthesis after the word
19 “Grantor”, and “Successor” has been added in parenthesis after the word “Grantee”.

20 **III. EXCLUSIONS AND RESERVATIONS:**

21
22 *This conveyance is made subject to the following **EXCLUSIONS** and*
23 **RESERVATIONS:**

24
25 A. *All water allocations derived from the Salinas aquifer shall remain*
26 *with the GRANTOR (“the Government”) consistent with the MOA. With regard to*
27 *the ultimate disposition of any water and water allocation rights, the GRANTOR*
28 *(“the Government”) shall cooperate with the GRANTEE (“Successor”), other*
29 *grantees of former Fort Ord property, and the Monterey County Water Resources*
30 *Agency (MCWRA), in seeking to ensure that GRANTEE (“Successor”) and its*
31 *successors and assigns, will continue to be provided an equitable supply of the water*
32 *at former Fort Ord.*

33
34 B. *With regard to the ultimate disposition of any rights or interests the*
35 *GRANTOR (“the Government”) has in wastewater discharge rights provided by the*
36 *Monterey Regional Water Pollution Control Agency (MRWPCA), the GRANTOR*
37 *(“the Government”) shall cooperate with GRANTEE (“Successor”) in accordance*
38 *with the MOA, other grantees of property at Fort Ord, and the MRWPCA, in seeking*
39 *to ensure that GRANTEE (“Successor”) and all other Fort Ord grantees will*
40 *continue to enjoy equitable utilization of the existing sewerage treatment capacity,*
41 *including existing connections to the Fort Ord sewerage collection system.*

42
43 C. *The GRANTOR (“the Government”) retains ownership to all*
44 *Government-owned sewer, and water utility systems located on the Property. The*
45 *retention point for the GRANTOR’S retained ownership of the water systems will*

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1 *be to the meter location or future meter or utility box location at a point on or*
2 *near each building or facility. The retention point for the sewer is where the*
3 *laterals enter the collection lines. The GRANTOR (“the Government”) reserves*
4 *transferable easements and access rights for all GRANTOR-owned utility systems*
5 *and for utility company owned utility systems:*
6

7 *The GRANTOR (“the Government”) reserves assignable non-exclusive easements*
8 *and rights-of-way, 15 feet in width, in, on, over and across the Property and*
9 *centered on the existing utility systems owned and retained by GRANTOR (“the*
10 *Government”) at the time of this conveyance and located on the Property. Said*
11 *easements and rights-of-way shall be for the purpose of locating, constructing,*
12 *operating, maintaining, altering, repairing and patrolling utility systems together*
13 *with the right to trim, cut, fell and remove therefrom, consistent with the*
14 *Installation-Wide Multispecies Habitat Management Plan and applicable law*
15 *governing protection of endangered species, all trees, underbrush, obstructions*
16 *and other vegetation, structures, or obstacles within the limits of the easements*
17 *and right-of-way; reserving, however, to GRANTEE (“Successor”) and its*
18 *successors and assigns, the right to relocate such easements and the rights-of-way*
19 *at the expense of GRANTEE (“Successor”) and its successors and assigns; and*
20 *reserving the right to the GRANTEE (“Successor”) to use and cross such*
21 *easements and rights-of way; however, such rights of GRANTEE (“Successor”)*
22 *are subject to existing easements and rights-of-way.*
23

24 *D. The Property is taken by the GRANTEE (“Successor”) subject to any*
25 *and all valid and existing recorded outstanding liens, licenses, leases, easements,*
26 *and any other encumbrances made for the purpose of roads, streets, utility systems,*
27 *rights-of-way, pipelines, and/or covenants, exceptions, interests, liens, reservations,*
28 *and agreements of record.*
29

30 *E. The GRANTOR (“the Government”) reserves a perpetual*
31 *unassignable right to enter the Property for the specific purpose of treating or*
32 *removing any unexploded shells, mines, bombs, or other such devices deposited or*
33 *caused by the GRANTOR (“the Government”).*
34

35
36 *F. The reserved rights and easements set forth in this Section are*
37 *subject to the following terms and conditions:*
38

39 *1. to comply with all applicable federal law and lawful existing*
40 *regulations;*
41

42 *2. to allow the occupancy and use by the GRANTEE (“Successor”),*
43 *its successors, assigns, permittees, or lessees of any part of the easement areas not*
44 *actually occupied or required for the purpose of the full and safe utilization thereof*
45 *by the GRANTOR (“the Government”), so long as such occupancy and use does not*

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1 *compromise the ability of the GRANTOR (“the Government”) to use the easements*
2 *for their intended purposes, as set forth herein;*

3
4 *3. that the easements granted shall be for the specific use described*
5 *and may not be construed to include the further right to authorize any other use*
6 *within the easements unless approved in writing by the fee holder of the land subject*
7 *to the easement;*

8
9 *4. that any transfer of the easements by assignment, lease, operating*
10 *agreement, or otherwise must include language that the transferee agrees to comply*
11 *with and be bound by the terms and conditions of the original grant;*

12
13 *5. that, unless otherwise provided, no interest granted shall give the*
14 *GRANTOR (“the Government”) any right to remove any material, earth, or stone*
15 *for consideration or other purpose except as necessary in exercising its rights*
16 *hereunder; and*

17
18 *6. to restore any easement area so far as it is reasonably possible to*
19 *do so upon abandonment or release of any easement as provided herein, unless this*
20 *requirement is waived in writing by the GRANTEE (“Successor”).*

21
22 *G. GRANTOR (“the Government”) reserves mineral rights that*
23 *GRANTOR (“the Government”) owns presently or may at a future date be*
24 *determined to own, below 500 feet below the surface, with the right of surface entry*
25 *in a manner that does not unreasonably interfere with GRANTEE’s (“Successor”)*
26 *development and quiet enjoyment of the Properties.*

27
28 ***TO HAVE AND TO HOLD*** *the Property unto the GRANTEE (*
29 *“Successor”) and its successors and assigns forever, provided that this deed is*
30 *made and accepted upon each of the following notices, covenants, restrictions,*
31 *and conditions which shall be binding upon and enforceable against the*
32 *GRANTEE (“Successor”), its successors and assigns, in perpetuity, as follows:*

33 ***IV. “AS IS”***

34
35 *The Property is conveyed in an “As Is, Where Is” condition without any*
36 *representation, warranty or guarantee, except as required pursuant to applicable*
37 *law or as otherwise stated herein, by the GRANTEE (“Successor”) as to quantity,*
38 *quality, title, character, condition, size, or kind, or that the same is in condition or*
39 *fit to be used for the purpose for which intended, and no claim for allowance or*
40 *deduction upon such grounds will be considered. There is no obligation on the*
41 *part of the GRANTOR (“the Government”) to make any alterations, repairs, or*
42 *additions, and said GRANTOR (“the Government”) shall not be liable for any*
43 *latent or patent defects in the Property. This section shall not affect the*
44 *GRANTOR’s (“the Government”) responsibility under CERCLA or Section VI*
45 *herein.*

QUITCLAIM DEED FOR BLANCO ROAD**V. FEDERAL FACILITIES AGREEMENT (FFA)**

1
2
3 By accepting this deed, the GRANTEE (“Successor”) acknowledges that
4 the GRANTEE (“Successor”) has read the FFA, and recognizes that, should any
5 conflict arise between the terms of the FFA and the terms of this Deed, the FFA
6 will take precedence. Notwithstanding any other provisions of this conveyance,
7 the GRANTOR (“the Government”) assumes no liability to the GRANTEE
8 (“Successor”) should implementation of the FFA interfere with the GRANTEE’s
9 (“Successor”) use of the Property. GRANTOR (“the Government”) shall give
10 GRANTEE (“Successor”) reasonable notice of its actions required by the FFA
11 and GRANTOR (“the Government”) shall, consistent with the FFA, and at no
12 additional cost to the GRANTOR (“the Government”), endeavor to minimize the
13 disruption of the GRANTEE’s (“Successor”), its successors’ or assigns’ use of the
14 Property. The GRANTEE (“Successor”) shall have no claim on account of any
15 such interference against the GRANTOR (“the Government”) or any officer,
16 agent, employee, or contractor thereof.

**VI. CERCLA COVENANTS, NOTICE, AND ENVIRONMENTAL
REMEDATION**

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18
19
20 A. Pursuant to Section 120(h)(4) of the Comprehensive Environmental
21 Response, Compensation, and Liability Act, as amended, 42 U.S.C. Section 9601 et
22 seq. (“CERCLA”), Finding of Suitability to Transfer (FOST) documents are
23 attached as Exhibit “B” to the Deed; an Environmental Baseline Survey (EBS)
24 report is referenced in the FOSTs and sets forth the existing environmental
25 condition of the Property. The FOSTs set forth the basis for the Government’s
26 determination that the Property is suitable for transfer. The GRANTEE
27 (“Successor”) is hereby made aware of the notifications contained in the EBS and
28 the FOSTs. The GRANTOR (“the Government”) represents that the Property is
29 environmentally suitable for transfer to GRANTEE (“Successor”) for the
30 purposes identified in the March 1997, Fort Ord Base Reuse Plan approved by
31 the Fort Ord Reuse Authority. If, after conveyance of the Property to GRANTEE
32 (“Successor”), there is an actual or threatened release of a hazardous substance
33 on the Property, or in the event that a hazardous substance is discovered on the
34 Property after the date of the conveyance, whether or not such substance was set
35 forth in the technical environmental reports, including the EBS, GRANTEE
36 (“Successor”) or its successor or assigns shall be responsible for such release or
37 newly discovered substance unless such release or such newly discovered
38 substance was due to GRANTOR’s (“the Government”) activities, ownership, use,
39 presence on, or occupation of the Property, or the activities of GRANTOR (“the
40 Government”) contractors and/or agents. GRANTEE (“Successor”), its
41 successors and assigns, as consideration for the conveyance, agrees to release
42 GRANTOR (“the Government”) from any liability or responsibility for any claims
43 arising out of or in any way predicated on release of any hazardous substance on
44 the Property occurring after the conveyance, where such substance was placed on

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1 *the Property by the GRANTEE (“Successor”), or its agents or contractors, after*
2 *the conveyance.*

3
4 *B. Based on the FOSTs, all Parcels have been assigned Department*
5 *of Defense Environmental Condition Category 1 (areas where no release or*
6 *disposal of hazardous substances or petroleum products has occurred).*

7
8 *C. GRANTOR (“the Government”) covenants that any remedial*
9 *action due to the former activity on the Property by the GRANTOR (“the*
10 *Government”) found to be necessary after such date of transfer shall be*
11 *performed by the United States unless the person or entity to whom the Property*
12 *is transferred is a potentially responsible party under CERCLA with respect to the*
13 *property.*

14
15 *D. GRANTEE (“Successor”) covenants that the GRANTOR (“the*
16 *Government”), its officers, agents, employees, contractors and subcontractors, in*
17 *accordance with section 120(h) of the Comprehensive Environmental Response,*
18 *Compensation and Liability Act, as amended, reserves a right of access to any*
19 *and all portions of the Property for purposes of environmental investigation,*
20 *remediation, or other corrective actions found to be necessary after the date of*
21 *the conveyance of the Property. The GRANTOR (“the Government”) and the*
22 *GRANTEE (“Successor”) agree to cooperate in good faith to minimize any*
23 *conflict between necessary environmental investigation and remediation activities*
24 *and GRANTEE’s (“Successor”) or any Sublessee’s operations. Any inspection,*
25 *survey, investigation, or other response or remedial action will to the extent*
26 *practicable, be coordinated with representatives designated by GRANTEE*
27 *(“Successor”). Pursuant to this reservation, the GRANTOR (“the*
28 *Government”)and its officers, agents, employees, contractors, subcontractors*
29 *shall have the right (upon reasonable notice to the GRANTEE (“Successor”) or*
30 *the then owner and any authorized occupant of the Property) to enter upon the*
31 *Property, and perform surveys, drillings, testpitting, borings, data and/or record*
32 *compilation, and other activities related to environmental investigation, and to*
33 *carry out remedial or removal actions as required or necessary under applicable*
34 *authorities, including but not limited to installation of monitoring and extraction*
35 *wells, and other treatment facility.*

36
37 *E. The GRANTOR (“the Government”) covenants that upon*
38 *completion of any removal or remediation action that removes the risk giving rise*
39 *to any restriction on future use or any limitation of activities contained in a Deed*
40 *or lease for the Property or in any other document relating to the Property, the*
41 *GRANTOR (“the Government”), without any payment of funds by the United*
42 *States, agrees to cooperate with the GRANTEE (“Successor”), its successors or*
43 *assigns, in any application, permit, easement or effort to obtain approval from*
44 *appropriate Federal, state or local authorities for the purpose of removing any*

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1 *such restriction or limitation, which the GRANTEE (“Successor”), its successors*
 2 *or assigns, shall seek to remove or eliminate.*

3
 4 *F. The GRANTOR (“the Government”) recognizes its obligation to*
 5 *hold harmless, defend, and indemnify the Authority and any successor, assignee,*
 6 *transferee, lender, or lessee of the Authority or its successors and assigns, as*
 7 *required by Section 330 of the National Defense Authorization Act of 1993, as*
 8 *amended (Pub. L. No. 102-484), and to otherwise meet its obligations under*
 9 *Federal law.*

VII. NOTICE OF THE PRESENCE OF PESTICIDES AND COVENANT

10
 11
 12 *A. The GRANTEE (“Successor”) is hereby informed that pesticides*
 13 *may be present on the Property, the presence of pesticides does not currently pose*
 14 *a threat to human health or the environment, and the use and application of any*
 15 *pesticide product by the GRANTOR (“the Government”) was in accordance with*
 16 *its intended purpose, and in accordance with CERCLA § 107 (i), which states:*

17
 18 *“No person (including the United States or any State or Indian tribe) may recover*
 19 *under the authority of this section for any response costs or damages resulting*
 20 *from the application of a pesticide product registered under the Federal*
 21 *Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. 136 et seq.). Nothing in this*
 22 *paragraph shall affect or modify in any way the obligations or liability of any*
 23 *person under any other provision of State or Federal law, including common law,*
 24 *for damages, injury, or loss resulting from a release of any hazardous substance*
 25 *or for removal or remedial action or the costs of removal or remedial action of*
 26 *such hazardous substance.”*

27
 28 *B. Pesticides use on the Property are listed in the attached FOST*
 29 *(Exhibit “B”). Upon request, the GRANTOR (“the Government”) agrees to*
 30 *furnish to the GRANTEE (“Successor”) any and all records in its possession*
 31 *related to the use of the pesticides necessary for the continued compliance by the*
 32 *GRANTEE (“Successor”) with applicable laws and regulations related to the use*
 33 *of pesticides.*

34
 35 *C. The GRANTEE (“Successor”) covenants and agrees that its*
 36 *continued possession, potential use and continued management of the Property,*
 37 *including any demolition of structures, will be in compliance with all applicable*
 38 *laws relating to hazardous substance/pesticides and hazardous wastes.*

VIII. ORDNANCE AND EXPLOSIVES (OE)

39
 40
 41 *An archival search conducted during compilation of the Fort Ord Comprehensive*
 42 *Environmental Response Facilitation Act (CERFA) Report found there were **no OE***
 43 ***related training areas within the Property.** In the event GRANTEE (“Successor”),*
 44 *its successors, and assigns, should discover any ordnance on the Property, it shall*

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1 *not attempt to remove or destroy it, but shall immediately notify the local Police*
2 *Department and the Directorate of Law Enforcement at the Presidio of Monterey*
3 *and competent GRANTOR (“the Government”) or GRANTOR (“the Government”)*
4 *designated explosive ordnance professional will be dispatched promptly to*
5 *dispose of such ordnance properly at no expense to the GRANTEE (“Successor”),*
6 *whenever OE may be discovered.*

IX. ENDANGERED SPECIES

7
8
9 *The GRANTEE (“Successor”), its assigns, or successors shall comply with*
10 *the requirements, if any and if applicable, of the Installation-Wide Multi-species*
11 *Habitat Management Plan (“HMP”) for Former Fort Ord, California.*

12
13 *A. The Parcels are within Habitat Management Plan (HMP)*
14 *Development Areas. No resource conservation requirements are associated with*
15 *the HMP for these parcels. However, small pockets of habitat may be preserved*
16 *within and around the Parcels.*

17
18 *B. The Biological Opinion identifies sensitive biological resources*
19 *that may be salvaged for use in restoration activities within reserve areas, and*
20 *allows for development of the Parcels.*

21
22 *C. The HMP does not exempt the GRANTEE (“Successor”) from*
23 *complying with environmental regulations enforced by federal, state, or local*
24 *agencies. These regulations could include obtaining the Endangered Species Act*
25 *(ESA) (16 U.S.C. §§ 1531-1544 et seq.) Section 7 or Section 10(a) permits from*
26 *the U.S. Fish and Wildlife Service (USFWS); complying with prohibitions against*
27 *take of listed animals under ESA Section 9, complying with prohibitions against*
28 *the removal of listed plants occurring on federal lands or the destruction of listed*
29 *plants in violation of any state laws; complying with measures for conservation of*
30 *state-listed threatened and endangered species and other special-status species*
31 *recognized by California Department of Fish and Game (DFG) under the*
32 *California ESA, or California Environmental Quality Act (CEQA); and ,*
33 *complying with local land use regulations and restrictions.*

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

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

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1
2 F. The HMP does not authorize incidental take of any species listed
3 as threatened or endangered under the ESA by entities acquiring land at the
4 former Fort Ord. The USFWS has recommended that all non federal entities
5 acquiring land at former Fort Ord apply for ESA Section 10(a)(1)(B) incidental
6 take permits for the species covered in the HMP. The definition of “take” under
7 the ESA includes to harass, harm, hunt, shoot, would, kill, trap, capture, or
8 collect, or attempt to engage in any such conduct. Although the USFWS will not
9 require further mitigation from entities that are in conformance with the HMP,
10 those entities without incidental take authorization would be in violation of the
11 ESA if any of their actions resulted in the take of a listed animal species. To
12 apply for a Section 10(a)(1)(B) incidental take permit, an entity must submit an
13 application form (Form 3-200), a complete description of the activity sought to be
14 authorized, the common and scientific names of the species sought to be covered
15 by the permit, and a conservation plan (50 CFR 17.22[b]).
16

17 G. The GRANTEE (“Successor”) acknowledges that it has signed the
18 HMP dated April 1997 and will cooperate with adjacent property owners in
19 implementing mitigation requirements identified in the HMP for adjacent
20 sensitive habitat areas.

21 X. AIR NAVIGATION RESTRICTION

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

33 XI. ENFORCEMENT AND NOTICE REQUIREMENT

34
35 A. The provisions of this Deed benefit the governments of the United
36 States of America, the State of California, acting on behalf of the public in general,
37 the local governments, and the lands retained by the GRANTOR (“the
38 Government”) and, therefore, are enforceable, by resort to specific performance or
39 legal process by the United States, the State of California, the local Governments,
40 and by the GRANTEE (“Successor”), and its successors and assigns. Enforcement
41 of this Deed shall be at the discretion of the parties entitled to enforcement hereof,
42 and any forbearance, delay or omission to exercise their rights under this Deed in
43 the event of a breach of any term of this Deed, shall not be deemed to be a waiver by
44 any such party of such term or of any subsequent breach of the same or any other

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1 *terms, or of any of the rights of said parties under this Deed. All remedies available*
 2 *hereunder shall be in addition to any and all other remedies at law or in equity,*
 3 *including CERCLA. The enforcement rights set forth in this deed against the*
 4 *GRANTEE ("Successor"), or its successors and assigns, shall only apply with*
 5 *respect to the Property conveyed herein and held by such GRANTEE ("Successor"),*
 6 *its successor or assign, and only with respect to matters occurring during the period*
 7 *of time such GRANTEE ("Successor"), its successor or assign, owned or occupied*
 8 *such Property or any portion thereof.*

9
 10 *B. The GRANTEE ("Successor"), its successors or assigns, shall*
 11 *neither transfer the Property, or any portion thereof, nor grant any interest,*
 12 *privilege, or license whatsoever in connection with the Property without the*
 13 *inclusion, to the extent applicable to the Property or any portion thereof, of the*
 14 *environmental protection provisions contained in Paragraphs, Exclusions and*
 15 *Reservations, CERCLA Covenants, Notices and Environmental Remediation; Notice*
 16 *of Presence of Asbestos, Ordnance and Explosives; Endangered Species, Air*
 17 *Navigation Restriction, and shall require the inclusion, to the extent applicable, of*
 18 *such environmental protection provisions in all further deeds, transfers, leases, or*
 19 *grant of any interest, privilege, or license.*

20
 21 *C. The obligations imposed in this Paragraph upon the successors or*
 22 *assigns of GRANTEE ("Successor") shall only extend to the property conveyed to*
 23 *any such successor or assign.*

XII. NOTICE OF NON-DISCRIMINATION

24
 25
 26 *With respect to activities related to the Property, the GRANTEE*
 27 *("Successor") covenants for itself, its successors and assigns, that the GRANTEE*
 28 *("Successor"), and such successors and assigns, shall not discriminate upon the*
 29 *basis of race, color, religion, sex, age, handicap, or national origin in the use,*
 30 *occupancy, sale or lease of the Property, or in their employment practices conducted*
 31 *thereon in violation of the provisions of Title VI of the Civil Rights Act of 1964, as*
 32 *amended (42 U.S.C. Section 2000d); the Age Discrimination Act of 1975 (42 U.S.C.*
 33 *Section 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. Section*
 34 *794). The GRANTOR ("the Government") shall be deemed a beneficiary of this*
 35 *covenant without regard to whether it remains the owner of any land or interest*
 36 *therein in the locality of the Property hereby conveyed, and shall have the sole right*
 37 *to enforce this covenant in any court of competent jurisdiction.*

38
 39 The responsibilities and obligations placed upon, and the benefits provided to, the
 40 **Grantor** by the Government shall run with the land and be binding on and inure to the benefit of
 41 all subsequent owners of the Property unless or until such responsibilities, obligations, or
 42 benefits are released pursuant to the provisions set forth in the MOA and the Government deed.
 43 **Grantee** and its successors and assigns, respectively, shall not be liable for any breach of such
 44 responsibilities and obligations with regard to the Property arising from any matters or events
 45 occurring after transfer of ownership of the Property by **Grantee** or its successors and assigns,

QUITCLAIM DEED FOR BLANCO ROAD

1 respectively; provided, however, that each such party shall, notwithstanding such transfer,
2 remain liable for any breach of such responsibilities and obligations to the extent caused by the
3 fault or negligence of such party.

4
5 **General Provisions:**

6
7 A. Liberal Construction. Any general rule of construction to the contrary
8 notwithstanding, this Deed shall be liberally construed to effectuate the purpose of this Deed and the
9 policy and purpose of CERCLA. If any provision of this Deed is found to be ambiguous, an
10 interpretation consistent with the purpose of this Deed that would render the provision valid shall be
11 favored over any interpretation that would render it invalid.

12
13 B. Severability. If any provision of this Deed, or the application of it to any person
14 or circumstance, is found to be invalid, the remainder of the provisions of this Deed, or the
15 application of such provisions to persons or circumstances other than those to which it is found
16 to be invalid, shall not be affected thereby.

17
18 C. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of
19 title in any respect.

20
21 D. Captions. The captions in this Deed have been inserted solely for convenience of
22 reference and are not a part of this Deed and shall have no effect upon construction or
23 interpretation.

24
25 E. Right to Perform. Any right which is exercisable by the **Grantee**, and its
26 successors and assigns, to perform under this Deed may also be performed, in the event of non-
27 performance by the **Grantee**, or its successors and assigns, by a lender of the **Grantee** and its
28 successors and assigns.

29
30 The conditions, restrictions, and covenants set forth in this Deed are a binding servitude
31 on the herein conveyed Property and will be deemed to run with the land in perpetuity.
32 Restrictions, stipulations and covenants contained herein will be inserted by the **Grantee**
33 verbatim or by express reference in any deed or other legal instrument by which it divests itself
34 of either the fee simple title or any other lesser estate in the Property or any portion thereof. All
35 rights and powers reserved to the **Grantor**, and all references in this Deed to **Grantor** shall
36 include its successors in interest. The **Grantor** may agree to waive, eliminate, or reduce the
37 obligations contained in the covenants, PROVIDED, HOWEVER, that the failure of the
38 **Grantor** or its successors to insist in any one or more instances upon complete performance of
39 any of the said conditions shall not be construed as a waiver or a relinquishment of the future
40 performance of any such conditions, but the obligations of the **Grantee**, its successors and
41 assigns, with respect to such future performance shall be continued in full force and effect.

42
43 **[Signature Pages Follow]**
44

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Monterey)

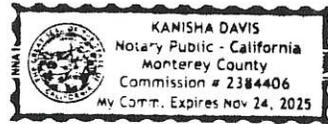
On August 16, 2022 before me, Kanisha Davis, Notary Public
(insert name and title of the officer)

personally appeared Jaime Fontes,
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kanisha Davis (Seal)



**QUITCLAIM DEED FOR BLANCO ROAD
CERTIFICATE OF ACCEPTANCE:**

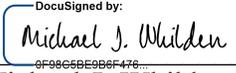
This is to certify that the interest in real property conveyed by the deed or grant dated _____, 2022 from **CITY OF SEASIDE** (Successor to the **FORT ORD REUSE AUTHORITY**) to **COUNTY OF MONTEREY**, a political subdivision of the State of California, is hereby accepted by order of the County of Monterey Board of Supervisors on _____, 2022 and the Grantee consents to recordation thereof by its duly authorized officer.

GRANTEE
COUNTY OF MONTEREY,
a political subdivision of the State of California

By: _____
Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities, and Parks

Date: _____

Approved as to Form:
Office of the County Counsel
Leslie J. Girard, County Counsel

By:  _____
Michael J. Whilden, Deputy County Counsel

Date: 9/19/2022 | 10:24 AM PDT

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QUITCLAIM DEED FOR BLANCO ROAD

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EXHIBIT A: Description of Property

LEGAL DESCRIPTION

PARCEL 1A:

Certain real property being that portion of Fort Ord Military Reservation and a portion of Blanco Road being Parcel 1A as shown by map on file in Volume 20, of Surveys, at Page 110, records of Monterey County, California, on sheet 2 of 14, more particularly described as follows:

BEGINNING at the northeasterly right of way of Reservation Road with the intersection of the northwesterly line of Parcel 3 as shown on Volume 19, of Surveys, at Page 20, records of said County, also being the southerly terminus of that certain course shown as S 12°46'28"W, 461.46 feet as shown on map on file in Volume 20, of Surveys, at Page 110, records of said County; thence along said course

- (1) N 12°46'28" E, 461.46 feet; thence continuing along said Parcel 3 and the southeasterly line of said Parcel 1A as shown on last said map
- (2) N 32°15'38" E, 996.20 feet; thence continuing along said Parcel 3 and said Parcel 1A
- (3) N 36°30'00" E, 1681.00 feet; thence continuing along said Parcel 3 and said Parcel 1A
- (4) N 46°40'30" E, 475.12 feet, to a point on the northeasterly boundary of Fort Ord as shown on said map; thence along said northeasterly line of said boundary and said Parcel 1A
- (5) N 45°12'04" W, 7.78 feet, to an angle point on said northeasterly boundary and the northeasterly line of said Parcel 1A as shown on said map; thence continuing along said boundary and said Parcel 1A
- (6) S 87°24'01" W, 274.92 feet, to an angle point on said northeasterly boundary and the northeasterly line of said Parcel 1A as shown on said map; thence continuing along said boundary and said Parcel 1A
- (7) N 43°12'01" W, 434.42 feet, to the existing northwesterly right of way Blanco Road as shown on said map; thence along said right of way and the northwesterly line of said Parcel 1A
- (8) S 29°06'03" W, 2089.07 feet, along said right of way Blanco Road and said Parcel 1A to an angle point as shown on said map; thence continuing said right of way and said northwesterly line of Parcel 1A
- (9) S 32°15'38" W, 1250.49 feet, continuing along said right of way and said Parcel 1A to an angle point as shown on said map; thence continuing along said right of way and said Parcel 1A

Exhibit A

- (10) S 73°07'49" W, 244.62 feet, continuing along said right of way line and said Parcel 1A to the northerly right of way of Reservation Road as shown on said map; thence along said northerly right of way of Reservation Road and the southerly line of said Parcel 1A
- (11) S 57°44'10" E, 610.00 feet, to the POINT OF BEGINNING



QUITCLAIM DEED FOR BLANCO ROAD

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EXHIBIT B: Finding of Suitability to Transfer (FOST)

Exhibit B

COUNTY OF MONTEREY

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EXHIBIT B: Finding of Suitability to Transfer

**FINDING OF SUITABILITY TO TRANSFER (FOST)
BLANCO ROAD PARCEL
FORMER FORT ORD, CALIFORNIA**

On the basis of the Community Environmental Response Facilitation Act (CERFA) for Fort Ord, I have determined that the Blanco Road Parcel (L20.11), at former Fort Ord, California (the Property), is suitable for transfer to the State Highway Department for continued vehicular use. The Property to be transferred includes one roadway on a total of approximately 39 acres (Plate 1).

A determination of the environmental condition of the Property was made by the United States Army by reviewing existing environmental documents and making associated visual site inspections (9/27/96). The documents reviewed included the final CERFA Report (April 1994), U.S. EPA region IX's concurrence to the CERFA Report (19 April 1994), and various remedial investigation/feasibility study documents, remedial action reports, and subsequent approval memoranda. The results of this document review indicate that the Property is environmentally suitable for transfer to the State Highway Department. The results are as follows:

- The Property consists of 38.99 acres along the county highway easement from the intersection with Reservation Road to approximately 3,500 feet north/northeast along Blanco Road (Plate 1). There are no buildings or structures within this Property. Because no buildings are located on the Property, no investigations related to asbestos-containing materials (ACM), lead-based paint (LBP), radon or radiological commodities have occurred on the Property.
- No solid waste management units, underground or aboveground storage tanks, were present on the Property.
- There have been no reported releases of polychlorinated biphenyl (PCB)-contaminated dielectric fluids on the Property.
- Ordnance and explosive (OE) investigations, consisting of the Archive Search Report and Supplement No. 1 (December 1993 and November 1994, respectively), Site 39 Data Summary and Work Plan (February 1994), OE contractor after-action reports (December 1994, November 1995), working maps, Fort Ord Training Facilities Map, and associated interviews from various ordnance-related community relations activities, show no OE locations within or adjacent to the Property. However, because OE were used throughout the history of Fort Ord, the potential for OE to be present on the Property exists. This notice will be included in the deed.
- The Property lies within CERFA Parcel 221 and is adjacent to two CERFA Disqualified Parcels (56 and 62). The CERFA Disqualified sites within Parcel 56 are Installation Restoration Program (IRP) Sites 34, 36, and 40. Each of these sites is more than 1,000 feet west of Blanco Road. Site 34 was CERFA Disqualified because of the active Fritzsche Army Airfield (FAAF) Fueling Facility; Site 36 is CERFA Disqualified because of the inactive FAAF Sewage Treatment Plant; and Site 40 is CERFA Disqualified because of the FAAF Defueling Area. Parcel 62 is a CERFA Disqualified parcel because a former petroleum fuel storage tank (Tank No. 550B) is located at that site. The former fuel storage tank site was located approximately 100 feet (to the east) of the Property boundary.

- Three groundwater monitoring wells (MW-BW-01-A, MW-BW-02-180, and MW-BW-03-400) are located on the Property. Historically, no organic compounds have been detected in the three monitoring wells. The deed will reserve a non-exclusive easement to allow continued access for the Army (or its designated contractor) and the regulatory agencies to permit necessary groundwater monitoring at wells located on the Property. Furthermore, the deed will prohibit all others from tampering with the groundwater monitoring wells.

National Environmental Policy Act (NEPA) requirements for this transfer were satisfied by the analysis conducted in the June 1993 Fort Ord Disposal and Reuse Environmental Impact Statement (EIS) and the December 1993 Record of Decision (ROD).

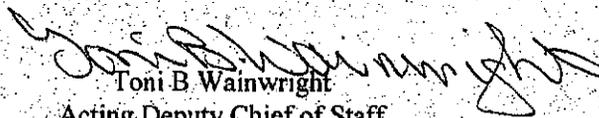
Clean Air Act General Conformity Rule requirements for this transfer were satisfied by a Record of Non-Applicability based upon an exemption for property transfers where the proposed action is a transfer of ownership, interest and title in the land, facilities, and associated real and personal property.

Comments received from U.S. EPA Region IX and California EPA DTSC on the Version 1 FOST were reviewed and incorporated where possible into this Version 2 FOST. All comments were resolved.

On the basis of the above information, I conclude that the Blanco Road Parcel should be assigned Department of Defense (DoD) Environmental Condition Category 1 (areas where no release or disposal of hazardous substances or petroleum products has occurred [including no migration of these substances from adjacent areas]) and is transferable under Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Section 120 (h)(4). As such, the deed for this transaction will contain:

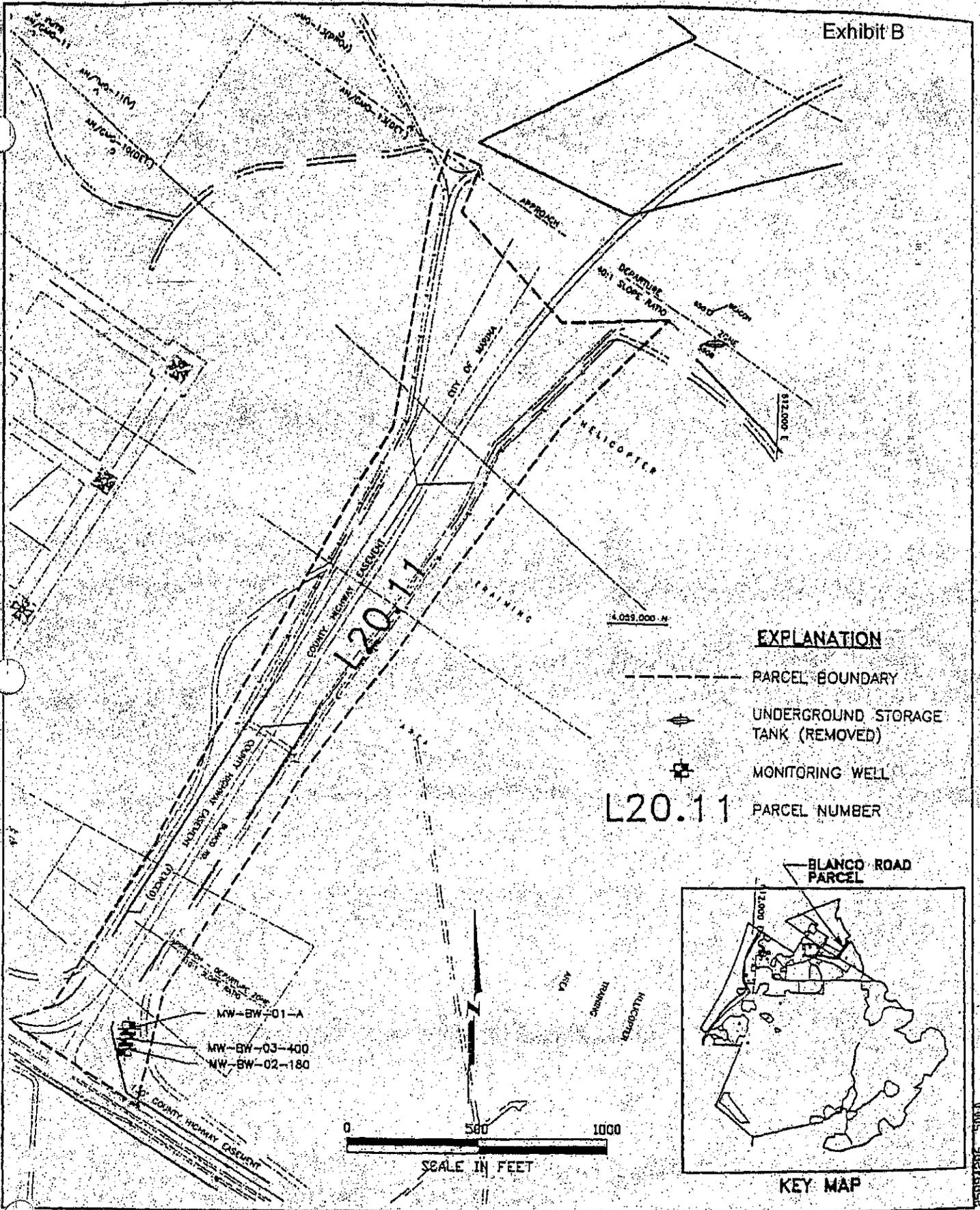
- The covenant under CERCLA § 120 (h)(4)(D)(i) warranting that any response action under CERCLA or corrective action found to be necessary after the date of transfer shall be conducted by the United States.
- The covenant under CERCLA § 120 (h)(4)(D)(ii) granting the United States access to the Property in any case in which response action or corrective action is found to be necessary after the date of transfer.

12 JUN 1997



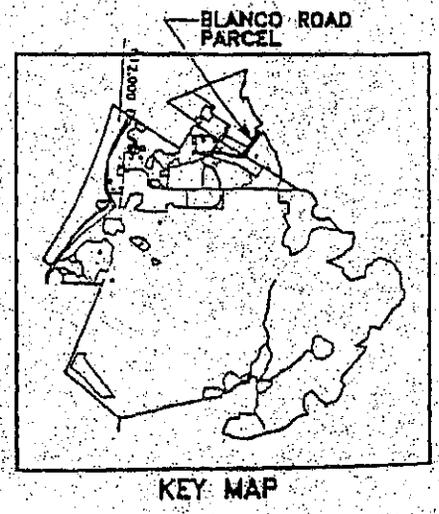
Toni B. Wainwright
Acting Deputy Chief of Staff
for Base Operations Support
United States Army Training and Doctrine Command

Exhibit B



EXPLANATION

- PARCEL BOUNDARY
- ⊕ UNDERGROUND STORAGE TANK (REMOVED)
- ⊕ MONITORING WELL
- L20.11 PARCEL NUMBER



Harding Lawson Associates
Engineering and Environmental Services

Parcel Map
Blanco Road Parcel
Finding of Suitability to Transfer
Former Fort Ord, California.

PLATE

1

DRAWN CEG	JOB NUMBER 25894 001761	APPROVED <i>[Signature]</i>	DATE 10/96	REVISED DATE 4/30/97
--------------	----------------------------	--------------------------------	---------------	-------------------------

10-Jun-97 7:55

Exhibit B

Ms Christine Lawson

May 7, 1997

Page 2

cc: Mr. Grant Himebaugh
California Regional Water Quality Control Board
Central Coast Region
81 Higuera Street, Suite 200
San Luis Obispo, California 93401-5414

Ms. Gail Youngblood
BRAC Coordinator
Department of the Army
Commander, DLIFC and POM (Fort Ord)
Attn: ATZP-EP
Presidio of Monterey, California 93944-5006

Mr. Dan McMindes
U.S. Army Corps of Engineers
1325 J. Street
Sacramento, California 95814



Former Ft. Ord

Blanco Road

Parcel Locator Map.

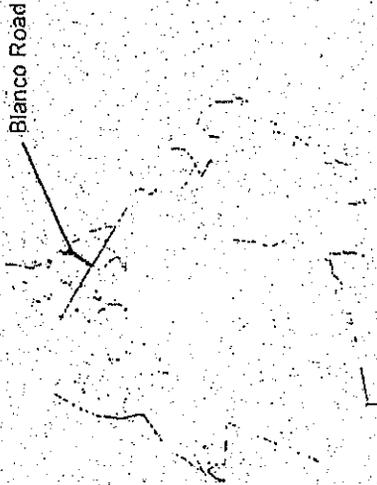
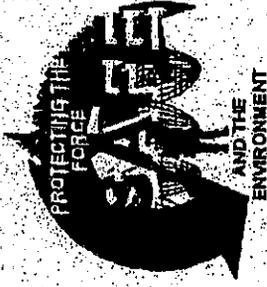


Exhibit B



No Buildings: -----

No Sq. Ft.: -----

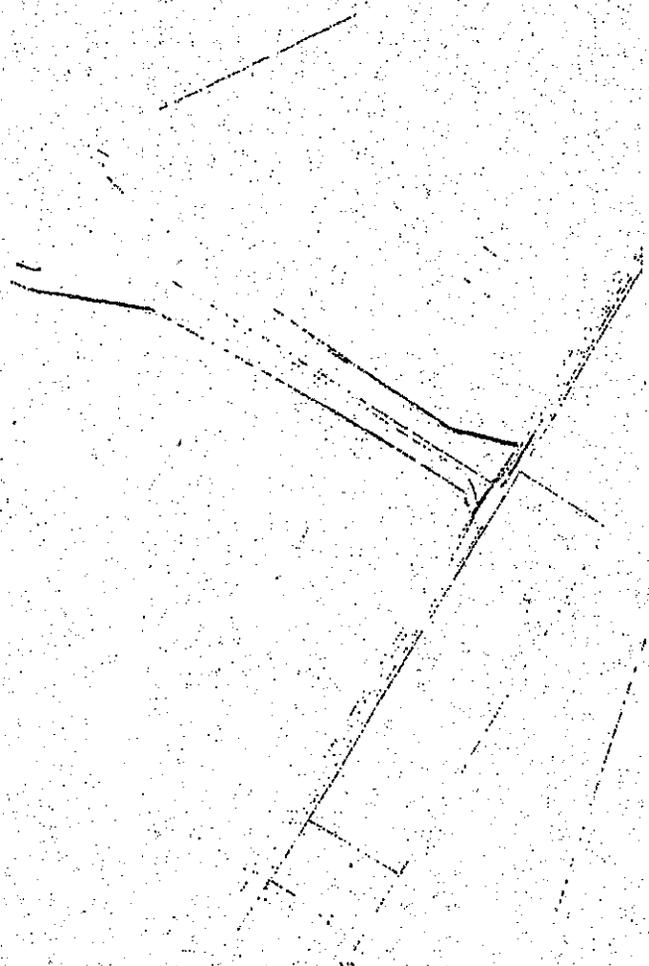
No. Acres: 38.99

DoD Category: 1

Reuse: Continued Vehicular Use

Recipient: California State

Highway Department



FOST/FOSL COMPLETION CHECK LIST				
TYPE: FOST				
NAME: BLANCO ROAD PARCEL				
INITIAL REVIEW				COMPLETED
REGULATOR REVIEW				COMPLETED
FINAL REVIEW				6/12/97
IDENTIFY PROPERTY				APPROX 39 ACRES
IDENTIFY DOD CATEGORY				CAT 1
IDENTIFY CONTAMINANTS				NONE
IDENTIFY REMEDIATION STANDARDS				N/A
IDENTIFY REMEDIATION				N/A
IDENTIFY REUSE				ROADWAY
IDENTIFY RESTRICTIONS				NONE
EPA LETTER ATTACHED				N/E
STATE LETTER ATTACHED				N/E/5/7/97
UNRESOLVED COMMENTS ATTACHED				N/A
SATISFY NEPA REQUIREMENTS				EIS
SATISFY CLEAN AIR ACT REQS				RDNA
COORDINATION	PHONE	NAME	DATE	
BRACO	ATCS-OR	727-3849	MR. TAYLOR	6/9/97
ENVR	ATBO-SE	727-2299	R. AIKEN	6/11/97
REAL ESTATE	ATBO-GP	727-2569	MR. BLANCO	6/12/97
LEGAL	ATJA	727-2773	MR. EGAN	6/11/97
PAO	ATPA	727-3506	NOTIFIED	6/12/97

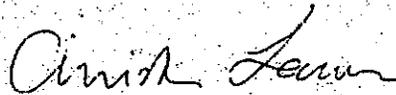
ATZP-EP

June 1997

MEMORANDUM FOR THE RECORD

SUBJECT: Record of Non-Applicability (RONA) to the Clean Air Act Amendment General Conformity Rule Regarding the Transfer of Real Property Designated for State Highway Department (SHD). This Action Covers Activities Associated with Land Conveyance Between the U.S. Army and SHD.

1. Scope Definition: The Department of the Army is granting parcels of land located at the former Fort Ord, California for use by SHD. Subject parcel requested by SHD was formerly utilized by the U.S. Army as road.
2. Presidio of Monterey, Defense Language Institute is required to make a review of direct and indirect air emission sources for each criteria pollutant as outlined in 40 CFR 51.853 and 93.153 for federal initiatives located within a region designated as nonattainment to national ambient air quality standards (NAAQS). The analysis is to ensure that federal actions will not delay or prevent an area from achieving attainment status.
3. Intended future reuse of subject parcel by grantee is as road.
4. In accordance with Section 51.853 of the General Conformity Rule, subject Federal action is exempt from conformity requirements where proposed action is a transfer of ownership, interest and title in the land, facilities, and associated real and personal property.
5. Any utilization of subject parcel by the grantee influencing facility emissions not identified in the State Implementation Plan, has neither been disclosed to Army Environmental personnel, nor considered in this determination.



CHRISTINE LAWSON
Air Pollution Environmental Coordinator
Directorate Environmental and Natural
Resources Management

Exhibit B

Former Ft. Ord

Building 1021



Parcel Locator Map



Building 1021

END OF DOCUMENT

No Buildings: 1
 No. Sq. Ft.: 14,884
 No. Acres: 2.0
 DoD Category: 1
 Reuse: Emergency Service
 Dispatching
 Recipient: Monterey County



700 0 700 1400 Feet

KUTAK ROCK

SUITE 1000
1101 CONNECTICUT AVENUE, N.W.
WASHINGTON, D.C. 20036-4974

202-828-2400
FACSIMILE 202-828-2488

www.kutakrock.com

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PABADENA
PHOENIX
PITTSBURGH

MEMORANDUM

TO: MS. KAREN FISBECK
FROM: JOEY FULLER 
DATE: SEPTEMBER 1, 2000
RE: EXECUTED AND RECORDED CLOSING DOCUMENTS

As discussed, enclosed are copies of the executed documents from the August 8, 2000 closing on a portion of the Former Fort Ord.

Enclosure: as stated.

¹ Admitted to practice in the state of Virginia. Admission to D.C. Bar pending.

Exhibit B



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, SACRAMENTO
CORPS OF ENGINEERS
1325 J STREET
SACRAMENTO, CALIFORNIA 95814-2922

August 8, 2000

Mr. Michael A. Houlemard, Jr.
Executive Officer
Fort Ord Reuse Authority
100 12th Street, Building 2880
Marina, California 93933

Dear Mr. Houlemard:

I have reviewed the Memorandum of Agreement Between the United States of America Acting by and through the Secretary of the Army ("Government") and the Fort Ord Reuse Authority for the Sale of Portions of the former Fort Ord located in Monterey County, California, dated the 20th day of June, 2000 ("Memorandum of Agreement").

To the best of the Government's information, knowledge, and belief, I certify that all of the representations of the Government set forth within the Memorandum of Agreement are true and correct as of the 8th day of August, 2000, the date of the Property Closing.

Sincerely,

A handwritten signature in black ink that reads "Ken Fox".

Ken Fox
Chief, Management & Disposal Branch
U.S. Army Corps of Engineers
Sacramento District

Exhibit B

KUTAK ROCK LLP
Execution Version 7/31/00

August 8, 2000

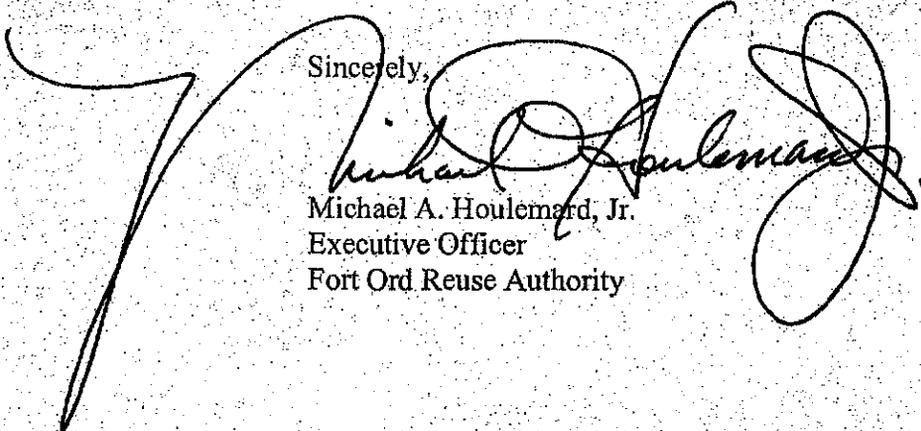
Mr. Kenneth L. Fox, Chief
Management and Disposal Branch
U.S. Army Corps of Engineers
1325 J Street
Sacramento, California 95814

Dear Mr. Fox:

I have reviewed the Memorandum of Agreement Between the United States of America Acting by and through the Secretary of the Army and the Fort Ord Reuse Authority for the Sale of Portions of the former Fort Ord Located in Monterey County, California, dated the 20th day of June, 2000 ("Memorandum of Agreement").

To the best of the Fort Ord Reuse Authority's information, knowledge and belief, I certify that all of the representations and warranties of the Fort Ord Reuse Authority set forth within the Memorandum of Agreement are true and correct as of the 8th day of August, 2000, the date of the Property Closing.

Sincerely,



Michael A. Houlemard, Jr.
Executive Officer
Fort Ord Reuse Authority