

WHEN RECORDED MAIL TO:

KUTAK ROCK LLP

1625 EYE STREET NW, STE 800

WASHINGTON DC 20006

ATTN: GEORGE R. SCHLOSSBERG, ESQ

2020031379

Stephen L. Vagnini
Monterey County Clerk-Recorder

06/30/2020 11:20 AM

Recorded at the request of:
FORD ORD REUSE AUTHORITY

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THIS SPACE FOR RECORDER'S USE ONLY

No fee for recording pursuant to
Government Code Section 27383

**FORT ORD REUSE AUTHORITY QUITCLAIM DEED TO
EXTINGUISH CERTAIN LAND USE CONTROLS AND TO MODIFY
CERTAIN LAND USE CONTROLS AND ISSUE CERCLA
WARRANTY**

**PARCELS E11b.6.1, E11b.7.1.1, E11b.8, E18.1.2, E19a.1, E19a.2, E19a.3,
E19a.4, L5.7, L20.2.1, L20.3.1, L20.3.2, L20.5.1, L20.5.2, L20.5.3, L20.5.4,
L20.8, L20.18, L20.19.1.1, and L32.1**

**FORMER FORT ORD
COUNTY OF MONTEREY, CALIFORNIA
ENVIRONMENTAL RESTRICTION**

WHEN RECORDED MAIL TO:

KUTAK ROCK LLP

1625 EYE STREET NW, STE 800

WASHINGTON DC 20006

ATTN: GEORGE R. SCHLOSSBERG, ESQ

6-23-2020

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**FORT ORD REUSE AUTHORITY QUITCLAIM DEED TO
EXTINGUISH CERTAIN LAND USE CONTROLS AND TO MODIFY
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**PARCELS E11b.6.1, E11b.7.1.1, E11b.8, E18.1.2, E19a.1, E19a.2, E19a.3,
E19a.4, L5.7, L20.2.1, L20.3.1, L20.3.2, L20.5.1, L20.5.2, L20.5.3, L20.5.4,
L20.8, L20.18, L20.19.1.1, and L32.1**

**FORMER FORT ORD
COUNTY OF MONTEREY, CALIFORNIA
ENVIRONMENTAL RESTRICTION**

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**FORT ORD REUSE AUTHORITY QUITCLAIM DEED
TO EXTINGUISH CERTAIN LAND USE CONTROLS
AND
TO MODIFY CERTAIN LAND USE CONTROLS
AND
ISSUE CERCLA WARRANTY**

**PARCELS E11b.6.1, E11b.7.1.1, E11B.8, E18.1.2, E19.a.1, E19a.2, E19a.3, E19a.4, L5.7,
L20.2.1, L20.3.1, L20.3.2, L20.5.1, L20.5.2, L20.5.3, L20.5.4, L20.8, L20.18, L20.19.1.1, and
L32.1**

**FORMER FORT ORD
COUNTY OF MONTEREY, CALIFORNIA
ENVIRONMENTAL RESTRICTION**

**THIS QUITCLAIM DEED (“Deed”) is made as of the 30th day of June, 2020,
among the **FORT ORD REUSE AUTHORITY (the “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, California, by the Office of Economic
Adjustment on behalf of the Secretary of Defense, and **COUNTY OF MONTEREY,
CALIFORNIA (the “Grantee”)**.**

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

5
6 **WHEREAS**, the military installation at Fort Ord was closed pursuant to and in accordance
7 with the Defense Base Closure and Realignment Act of 1990, as amended (Public Law 101-510;
8 10 U.S.C. § 2687 note);

9
10 **WHEREAS**, the **Grantor** and the Government entered into the *Memorandum of*
11 *Agreement Between the United States of America Acting By and Through the Secretary of the*
12 *Army, United States Department of the Army and the Fort Ord Reuse Authority For the Sale of*
13 *Portions of the former Fort Ord, California*, dated the 20th day of June 2000, as amended
14 (“MOA”), which sets forth the specific terms and conditions of the sale of portions of the former
15 Fort Ord located in Monterey County, California;

16
17 **WHEREAS**, pursuant to the MOA, the Government conveyed to the **Grantor** approximately
18 1,767.261 acres of property designated as Parcels E11b.6.1, E11b.7.1.1, E11b.8, E18.1.2, E19a.1,
19 E19a.2, E19a.3, E19a.4, L5.7, L20.2.1, L20.3.1, L20.3.2, L20.5.1, L20.5.2, L20.5.3, L20.5.4, L20.8,
20 L20.18, L20.19.1.1, and L32.1 (the “Property”), as more particularly shown and described in **Exhibit**
21 **A**, attached hereto and made a part hereof, by deed recorded on May 8, 2009 by the Office of the
22 Monterey County Recorder as Document 2009028280 (the “Government Deed”), as amended by
23 the first deed amendment recorded on May 11, 2010 by the Office of the Monterey County Recorder
24 as Document 2010027224 (the “Deed Amendment No. 1”) and the second deed amendment recorded
25 on March 10, 2011 by the Office of the Monterey County Recorder as Document 2011013980 (the
26 “Deed Amendment No. 2”);

27
28 **WHEREAS**, the provision of the covenant otherwise required to be included in the
29 Government Deed, the Deed Amendment No. 1, and the Deed Amendment No. 2 pursuant to 42
30 U.S.C. § 9620(h)(3)(A)(ii)(I) was deferred pursuant to 42 U.S.C. § 9620(h)(3)(C)(i);

31
32 **WHEREAS**, the Government has determined that all response action necessary to protect
33 human health and the environment has been taken with respect to any hazardous substance remaining
34 on the Property as of the date of its conveyance to the **Grantor** in the Government Deed, the Deed
35 Amendment No. 1, and the Deed Amendment No. 2;

36
37 **WHEREAS**, the Government has determined that certain land use restrictions on the
38 Property established in the Environmental Protection Provisions (EPP) of Exhibit D to the
39 Government Deed, as shown in **Exhibit E**, attached hereto and made a part hereof, may be
40 extinguished or modified consistent with the protection of human health and the environment, and
41 the Government has extinguished or modified certain land use controls and issued the warranty
42 pursuant to section 120(h)(3)(C)(iii) of the Comprehensive Environmental Response,
43 Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(C)(iii); “CERCLA”), by that
44 *Quitclaim Deed To Extinguish Certain Land Use Controls And To Modify Certain Land Use*
45 *Controls And Issue CERCLA Warranty, Parcels E11b.6.1, E11b.7.1.1, E11b.8, E18.1.2, E19a.1,*

1 E19a.2, E19a.3, E19a.4, L5.7, L20.2.1, L20.3.1, L20.3.2, L20.5.1, L20.5.2, L20.5.3, L20.5.4,
2 L20.8, L20.18, L20.19.1.1, and L32.1, Former Fort Ord, County of Monterey, California,
3 Environmental Restriction, dated June 25, 2020 and recorded in the Office of the Monterey County
4 Recorder as Document 2020080789 (the “Government Release and Warranty”); and
5

6 WHEREAS, the Grantor and the Grantee have entered into the Implementation
7 Agreement dated May 31, 2001 and recorded in the Office of the Monterey County Recorder as
8 Document 2001088380 (the “Implementation Agreement”), that governs the use of former Fort
9 Ord property within the County of Monterey, California.

10
11 WITNESSETH
12

13 I. The Grantor, for and in consideration of the sum of one dollar (\$1.00) plus other good and
14 valuable consideration, the receipt and sufficiency of which are hereby acknowledged, releases
15 and quitclaims to the Grantee, its successors and assigns forever, all such interest, right, title, and
16 claim as the Grantor has in and to Parcels E11b.6.1, E11b.7.1.1, E11b.8, L20.3.1, L20.3.2,
17 L20.5.1, L20.5.2, L20.5.3, L20.5.4, L20.8, L20.18, L20.19.1.1, and Portions of Parcel E18.1.2
18 (consisting of Parcels H, I, J, L, M and N), and Portions of Parcel U (consisting of portions of
19 Parcels E19a.1, E19a.2, E19a.3, and E19a.4) (the “Conveyance Parcels”), as more particularly
20 shown and described in Exhibit F, attached hereto and made a part hereof.
21

- 22 A. All buildings, facilities, roadways, and other improvements, including the storm
23 drainage systems and the telephone system infrastructure, and any other
24 improvements thereon,
25
26 B. All appurtenant easements and other rights appurtenant thereto, permits, licenses,
27 and privileges not otherwise excluded herein, and
28
29 C. All hereditaments and tenements therein and reversions, remainders, issues, profits,
30 privileges and other rights belonging or related thereto.
31

32 II. The Government Deed conveying the Property to the Grantor, the Deed Amendment No.
33 1, the Deed Amendment No. 2, and the Government Release and Warranty were recorded prior to
34 the recordation of this Deed. In the Government Deed, the Deed Amendment No. 1 and the Deed
35 Amendment No. 2, the Government provided certain information regarding the environmental
36 condition of the Property including without limitation the Finding of Suitability for Early Transfer,
37 Former Fort Ord, California, Environmental Services Cooperative Agreement (ESCA) Parcels and
38 Non-ESCA Parcels (Operable Unit Carbon Tetrachloride Plume) (FOSET 5) (September 2007)
39 (“FOSET 5”), an environmental baseline survey (EBS) known as the Community Environmental
40 Response Facilitation Act report, which is referenced in FOSET 5, and the Final Remedial
41 Design/Remedial Action, Land Use Controls Implementation, and Operation and Maintenance
42 Plan, Parker Flats Munitions Response Area Phase I, Former Fort Ord Monterey County,
43 California, (“RD/RA LUCI O&M Plan, Parker Flats MRA Phase I”). The Grantor has no
44 knowledge regarding the accuracy or adequacy of such information. FOSET 5 sets forth the basis
45 for the Government’s determination that the Property is suitable for transfer. The Grantee is

1 hereby made aware of the notifications contained in the EBS, FOSET 5, and RD/RA LUCI O&M
2 Plan, Parker Flats MRA Phase I.

3
4 The **Grantee** acknowledges that it has inspected or has had the opportunity to inspect the
5 Property and accepts the condition and state of repair of the subject Property. Except as otherwise
6 provided herein, the **Grantee** understands and agrees that the Property and any part thereof is
7 offered "AS IS" without any representation, warranty, or guaranty by the **Grantor** as to quantity,
8 quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for
9 the purpose(s) intended by the **Grantee**, and no claim for allowance or deduction upon such
10 grounds will be considered.

11
12 The italicized information below is copied verbatim (except as discussed below) from the
13 Government Release and Warranty. The **Grantee** hereby acknowledges and assumes all
14 responsibilities with regard to the Property placed upon the **Grantor** under the terms of the
15 aforesaid Government Deed, as amended, modified and released under the Deed Amendment No.
16 1, the Deed Amendment No. 2 and the Government Release and Warranty, including the
17 Environmental Protection Provisions at Exhibit D to the Government Deed, which are attached
18 hereto and made a part hereof as **Exhibit E** to this Deed, and **Grantor** grants to **Grantee** all
19 benefits with regard to the Property under the terms of the aforesaid Government Deed, as
20 amended, modified and released under the Deed Amendment No. 1, the Deed Amendment No. 2
21 and the Government Release and Warranty. Within the italicized information only, the term
22 "**Grantor**" shall mean the Government, and the term "**Grantee**" shall mean the Fort Ord Reuse
23 Authority ("FORA"); to avoid confusion, the words "the Government" have been added in
24 parenthesis after the word "**Grantor**", and "FORA" has been added in parenthesis after the word
25 "**Grantee**".

26
27 *NOW, THEREFORE, the Grantor ("the Government"), for good and valuable*
28 *consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby*
29 *remise, release and forever quitclaim unto the Grantee ("FORA"), its successors and*
30 *assigns, all right, title, and interest held by the Grantor ("the Government") for:*

31
32 *The purpose of prohibiting or restricting the use of the Property for residential*
33 *purposes, and the Grantor does hereby terminate and extinguish the said residential*
34 *use restriction on Parcel E19a.1, inclusive of "Parcel P" and a portion of "Parcel U,"*
35 *the portions of Parcel E18.1.2 identified as "Parcel M" and "Parcel N," and the*
36 *portion of Parcel E11b.8 identified as the "Residential Area" as described in **Exhibit***
37 ***B**, attached hereto and made a part hereof. Residential use includes, but is not limited*
38 *to, single family or multi-family residences; child care facilities; nursing home or*
39 *assisted living facilities; and any type of educational purpose for children/young adults*
40 *in grades kindergarten through 12; and*

41
42 *The purpose of restricting access to the Property for any purposes other than activities*
43 *associated with the investigation and remediation of munitions and explosives of*
44 *concern (MEC) and installation of utilities and roadways until the U.S. Environmental*
45 *Protection Agency (EPA), in consultation with the California Department of Toxic*

1 *Substances Control (DTSC), has certified the completion of remedial action, and does*
2 *hereby terminate and extinguish the said access restriction on the Property.*
3

4 *RESERVING, HOWEVER, to the Grantor (“the Government”) and its assigns the*
5 *perpetual and assignable right to require, and does hereby require, the Grantee*
6 *(“FORA”), its successors and assigns to:*
7

8 *Obtain munitions recognition and safety training when conducting, or permitting*
9 *others to conduct, any ground-disturbing or intrusive activities on the Property. Prior*
10 *to conducting or permitting ground-disturbing or intrusive activities, the Grantee*
11 *(“FORA”), its successors and assigns, as appropriate, shall provide to personnel*
12 *performing such activities the then current “3Rs Safety Guide, Former Fort Ord Army*
13 *Installation” as shown in Exhibit C (hereinafter “3Rs Safety Guide”) and the then*
14 *current “Safety Alert, Ordnance and Explosives at former Fort Ord” in Exhibit D,*
15 *both of which in their current format are attached hereto and made a part hereof; and*
16

17 *Ensure that personnel performing such activities receive site-specific munitions*
18 *recognition and safety training administered by project safety personnel prior to*
19 *conducting ground-disturbing or intrusive activities on the Property under a*
20 *construction support plan. The site-specific training shall include review of procedures*
21 *for site-specific implementation of the 3Rs Safety Guide and emphasize the site-specific*
22 *actions to be followed to ensure a safe working environment; and*
23

24 *Obtain construction support by MEC-qualified personnel when conducting, or*
25 *permitting others to conduct, ground-disturbing or intrusive activities on the Property.*
26 *The Grantee (“FORA”), its successors and assigns, as appropriate, shall coordinate*
27 *with the Department of the Army, the EPA, and the DTSC to determine appropriate*
28 *construction support requirements, including the use of anomaly avoidance techniques*
29 *that are consistent with the latest version of the Land Use Control Implementation*
30 *Plan/Operation and Maintenance Plan (LUCIP/OMP) for the Property. The*
31 *LUCIP/OMP can be found in the Army's Administrative Record, required for sites*
32 *listed on the National Priorities List (NPL) by 40 CFR § 300.800; the Army's*
33 *Administrative Record can be accessed at*
34 *<https://fortordcleanup.com/documents/administrative-record/>.*
35

36 *THE GRANTEE (“FORA”) COVENANTS for itself, and its successors and assigns,*
37 *that it will comply with the modified land use controls set forth above.*
38

39 *PURSUANT TO section 120(h)(3)(C)(iii) of the Comprehensive Environmental*
40 *Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(C)(iii)), the*
41 *United States warrants that all response action necessary to protect human health and the*
42 *environment with respect to any substance remaining on the Property on the date of*
43 *transfer has been taken.*
44

1 The responsibilities and obligations placed upon, and the benefits provided to, the **Grantor**
2 by the Government shall run with the land and be binding on and inure to the benefit of all
3 subsequent owners of the Property unless or until such responsibilities, obligations, or benefits are
4 released pursuant to the provisions set forth in the MOA, the Government Deed, the Deed
5 Amendment No. 1, the Deed Amendment No. 2, and the Government Release and Warranty. The
6 **Grantor** and its successors and assigns, respectively, shall not be liable for any breach of such
7 responsibilities and obligations with regard to the Property arising from any matters or events
8 occurring after transfer of ownership of the Property by the **Grantee** or its successors and assigns,
9 respectively; provided, however, that each such party shall, notwithstanding such transfer, remain
10 liable for any breach of such responsibilities and obligations to the extent caused by the fault or
11 negligence of such party.

12
13 III. The **Grantee** covenants for itself, its successors, and assigns and every successor in interest
14 to the Property, or any part thereof, that **Grantee** and such successors and assigns shall comply
15 with all provisions of the Implementation Agreement.

16
17 IV. General Provisions:

18
19 A. Liberal Construction. Any general rule of construction to the contrary
20 notwithstanding, this Deed shall be liberally construed to effectuate the purpose of this Deed and the
21 policy and purpose of CERCLA. If any provision of this Deed is found to be ambiguous, an
22 interpretation consistent with the purpose of this Deed that would render the provision valid shall be
23 favored over any interpretation that would render it invalid.

24
25 B. Severability. If any provision of this Deed, or the application of it to any person or
26 circumstance, is found to be invalid, the remainder of the provisions of this Deed, or the application
27 of such provisions to persons or circumstances other than those to which it is found to be invalid,
28 shall not be affected thereby.

29
30 C. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of
31 title in any respect.

32
33 D. Captions. The captions in this Deed have been inserted solely for convenience of
34 reference and are not a part of this Deed and shall have no effect upon construction or
35 interpretation.

36
37 E. Right to Perform. Any right which is exercisable by the **Grantee**, and its successors
38 and assigns, to perform under this Deed may also be performed, in the event of non-performance
39 by the **Grantee**, or its successors and assigns, by a lender of the **Grantee** and its successors and
40 assigns.

41
42 V. Other Conditions:

43
44 The conditions, restrictions, and covenants set forth in this Deed are a binding servitude on
45 the herein conveyed Property and will be deemed to run with the land in perpetuity. Restrictions,

1 stipulations and covenants contained herein will be inserted by the **Grantee** verbatim or by express
2 reference in any deed or other legal instrument by which it divests itself of either the fee simple
3 title or any other lesser estate in the Property or any portion thereof. All rights and powers reserved
4 to the **Grantor**, and all references in this Deed to **Grantor** shall include its successors in interest.
5 The **Grantor** may agree to waive, eliminate, or reduce the obligations contained in the covenants,
6 PROVIDED, HOWEVER, that the failure of the **Grantor** or its successors to insist in any one or
7 more instances upon complete performance of any of the said conditions shall not be construed as
8 a waiver or a relinquishment of the future performance of any such conditions, but the obligations
9 of the **Grantee**, its successors and assigns, with respect to such future performance shall be
10 continued in full force and effect.

11

12 **List of Exhibits:**

13

- 14 • EXHIBIT A - Description of Property
- 15 • EXHIBIT B – Residential Area
- 16 • EXHIBIT C – 3Rs Safety Guide, Former Fort Ord Army Installation
- 17 • EXHIBIT D – Safety Alert, Ordnance and Explosives at former Fort Ord
- 18 • EXHIBIT E – Exhibit D to the Government Deed, Environmental Protection
19 Provisions
- 20 • EXHIBIT F – Conveyance Parcels

21

22

23

[Signature Pages Follow]

1 IN WITNESS WHEREOF, the Grantor, the FORT ORD REUSE AUTHORITY, has
2 caused this Deed to be executed this 26 day of June, 2020.
3
4

5 THE FORT ORD REUSE AUTHORITY
6

7
8
9
10 By: Joshua Metz
11 Joshua Metz
12 Executive Officer
13
14
15
16

17 A notary public or other officer completing this certificate
18 verifies only the identity of the individual who signed the
19 document to which this certificate is attached, and not the
20 truthfulness, accuracy, or validity of that document.
21

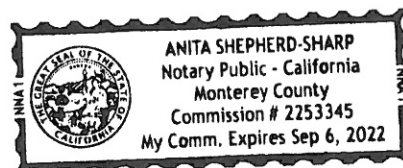
22 STATE OF CALIFORNIA,
23 COUNTY OF MONTEREY
24

25 On 6-26-20 before me, Anita Shepherd-Sharp, Notary Public, (name of notary
26 public) personally appeared Joshua Metz who proved to me on the basis of satisfactory evidence
27 to be the person(s) whose name(s) is/~~is~~ subscribed to the within instrument and who
28 acknowledged to me that he/~~she~~/they executed the same in their authorized capacity(~~ies~~), and by
29 his/~~her~~/their signature(s) on the instrument the person(s), or entity upon behalf of which the
30 person(s) acted, executed the instrument.
31

32 I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing
33 paragraph is true and correct.
34

35 WITNESS my hand and official seal.

36 Anita Shepherd-Sharp
37 (Signature of Notary)
38
39
40

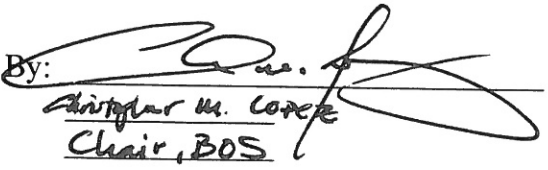


Chair of the Board of Supervisors

1 ACCEPTANCE:

2
3 This is to certify that the interest in real property conveyed by the FORA QUITCLAIM
4 DEED from the Fort Ord Reuse Authority ("FORA") to THE COUNTY OF MONTEREY,
5 CALIFORNIA, is hereby accepted by its ~~City Manager~~ on behalf of THE COUNTY OF
6 MONTEREY, CALIFORNIA, pursuant to authority conferred on June __, 2020, by
7 ~~Board of Supervisors~~ and the Grantee consents to recordation thereof by its duly authorized
8 officer.

10 THE COUNTY OF MONTEREY, CALIFORNIA

11
12
13 Dated Jun 30, 2020 By: 
14 Christopher M. Lopez
15 Chair, BOS

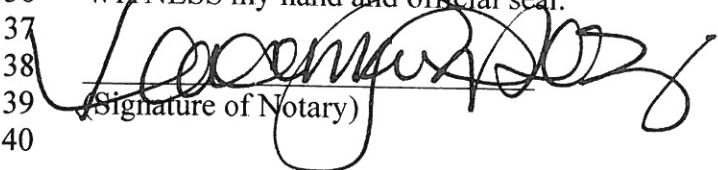
18 A notary public or other officer completing this certificate
19 verifies only the identity of the individual who signed the
20 document to which this certificate is attached, and not the
21 truthfulness, accuracy, or validity of that document.

23 STATE OF CALIFORNIA,
24 COUNTY OF MONTEREY

26 On June 30, 2020 before me, Irasema Lopez, (name of notary
27 public) personally appeared Christopher M. Lopez who proved to me on the basis of satisfactory
28 evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and who
29 acknowledged to me that he/she/they executed the same in their authorized capacity(ies), and by
30 his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the
31 person(s) acted, executed the instrument.

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

36 WITNESS my hand and official seal.

37 
38
39 (Signature of Notary)

