

Attachment A

This page intentionally left blank.

WHEN RECORDED MAIL TO:	
KUTAK ROCK LLP	
1625 EYE STREET, NW, SUITE 800	
WASHINGTON, DC 20006	
ATTN: GEORGE R. SCHLOSSBERG, ESQ.	

**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**

Reason for exemption:

- Not related to real property - GC 27388.1(a)(1)
- Recorded concurrently and in connection with a transfer subject to the imposition of Documentary Transfer Tax - GC 27388.1(a)(2)(A)
- Transfer of real property that is a residential dwelling to an owner-occupier - GC 27388.1(a)(2)(B)
- Recorded concurrently and in connection with a transfer of real property that is a residential dwelling to an owner-occupier - GC 27388.1(a)(2)(B)
- Maximum \$225.00 fee per transaction reached - GC 27388.1(a)(1)
- A real estate instrument, paper, or notice executed or recorded by the federal government in accordance with the Uniform Federal Lien Registration Act (Title 7 (commencing with Section 2100) of Part 4 of the Code of Civil Procedure) - GC 27388.1(a)(2)(C)
- A real estate instrument, paper, or notice executed or recorded by the state, or county, municipality, or other political subdivision of the state - GC 27388.1(a)(2)(D)

THIS PAGE IS ADDED TO PROVIDE DECLARATION OF GC 27388.1 FEE EXEMPTION

**FORT ORD REUSE AUTHORITY
OFFICIAL BUSINESS
REQUEST DOCUMENT TO BE RECORDED
AND EXEMPT FROM RECORDING FEES
PER GOVERNMENT CODE 27383**

**Recording requested by and
when recorded mail to:**

KUTAK ROCK LLP
1625 "EYE" STREET NW, STE 800
WASHINGTON DC 20006
ATTN: GEORGE R. SCHLOSSBERG, ESQ.

(Space Above This Line Reserved for Recorder's Use)

Documentary Transfer Tax \$0-government agency, exempt from DTT

____ Computed on full value of property conveyed

____ Computed on full value less liens and encumbrances
remaining at time of sale

**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**

THIS QUITCLAIM DEED ("Deed") is made as of the ___ day of _____, 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 **Exhibit E** the Environmental Protection Provisions (EPP) (of Exhibit D to
39 the Government Deed) may be extinguished or modified consistent with the protection of human
40 health and the environment, and the Government has extinguished or modified certain land use
41 controls and issued the warranty pursuant to section 120(h)(3)(C)(iii) of the Comprehensive
42 Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §
43 9620(h)(3)(C)(iii); “CERCLA”), by that *Quitclaim Deed To Extinguish Certain Land Use*
44 *Controls And To Modify Certain Land Use Controls And Issue CERCLA Warranty, Parcels*
45 *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,*

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
2 Ord, County of Monterey, California, Environmental Restriction, dated June ____, 2020 and
3 recorded in the Office of the Monterey County Recorder as Document _____ (the
4 “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 B**, 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 restricting access to the Property for any purposes other than activities*
33 *associated with the investigation and remediation of munitions and explosives of*
34 *concern (MEC) and installation of utilities and roadways until the U.S. Environmental*
35 *Protection Agency (EPA), in consultation with the California Department of Toxic*
36 *Substances Control (DTSC), has certified the completion of remedial action, and does*
37 *hereby terminate and extinguish the said access restriction on the Property for any*
38 *purposes other than activities associated with the investigation and remediation of*
39 *MEC and installation of utilities and roadways.*

40
41 *RESERVING, HOWEVER, to the Grantor (“the Government”) and its assigns the*
42 *perpetual and assignable right to require, and does hereby require, the Grantee*
43 *(“FORA”), its successors and assigns to:*

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

10 Ensure that personnel performing such activities receive site-specific munitions
11 recognition and safety training administered by project safety personnel prior to
12 conducting ground-disturbing or intrusive activities on the Property under a
13 construction support plan. The site-specific training shall include review of procedures
14 for site-specific implementation of the 3Rs Safety Guide and emphasize the site-specific
15 actions to be followed to ensure a safe working environment; and
16

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

29 **THE GRANTEE (“FORA”) COVENANTS** for itself, and its successors and assigns, that it
30 will comply with the modified land use controls set forth above.
31

32 **PURSUANT TO** section 120(h)(3)(C)(iii) of the Comprehensive Environmental Response,
33 Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(C)(iii)), the United States
34 warrants that all response action necessary to protect human health and the environment
35 with respect to any substance remaining on the Property on the date of transfer has been
36 taken.
37

38 The responsibilities and obligations placed upon, and the benefits provided to, the **Grantor**
39 by the Government shall run with the land and be binding on and inure to the benefit of all
40 subsequent owners of the Property unless or until such responsibilities, obligations, or benefits are
41 released pursuant to the provisions set forth in the MOA, the Government Deed, the Deed
42 Amendment No. 1, the Deed Amendment No. 2, and the Government Release and Warranty. The
43 **Grantor** 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 the **Grantee** or its successors and assigns,

1 respectively; provided, however, that each such party shall, notwithstanding such transfer, remain
2 liable for any breach of such responsibilities and obligations to the extent caused by the fault or
3 negligence of such party.
4

5 III. The **Grantee** covenants for itself, its successors, and assigns and every successor in interest
6 to the Property, or any part thereof, that **Grantee** and such successors and assigns shall comply
7 with all provisions of the Implementation Agreement.
8

9 IV. General Provisions:
10

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

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

22 C. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of
23 title in any respect.
24

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

29 E. Right to Perform. Any right which is exercisable by the **Grantee**, and its successors
30 and assigns, to perform under this Deed may also be performed, in the event of non-performance
31 by the **Grantee**, or its successors and assigns, by a lender of the **Grantee** and its successors and
32 assigns.
33

34 V. Other Conditions:
35

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

1 of the **Grantee**, its successors and assigns, with respect to such future performance shall be
2 continued in full force and effect.

3
4
5 **List of Exhibits:**

- 6
- 7 • EXHIBIT A - Description of Property
- 8 • EXHIBIT B – Conveyance Parcels
- 9 • EXHIBIT C – 3Rs Safety Guide, Former Fort Ord Army Installation
- 10 • EXHIBIT D – Safety Alert, Ordnance and Explosives at former Fort Ord
- 11 • EXHIBIT E – Exhibit D to the Government Deed, Environmental Protection
- 12 Provisions
- 13

14 **[Signature Pages Follow]**

15

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

3
4
5 **THE FORT ORD REUSE AUTHORITY**

6
7
8
9
10 By: _____
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 _____ before me, _____, (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/are 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
37 _____
38 (Signature of Notary)

39
40 _____

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 Manager on behalf of THE COUNTY OF MONTEREY,
6 CALIFORNIA, pursuant to authority conferred on June ____, 2020, by _____ and
7 the Grantee consents to recordation thereof by its duly authorized officer.
8

9 **THE COUNTY OF MONTEREY, CALIFORNIA**

10
11
12 Dated ____, 2020 By: _____
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 _____ before me, _____, (name of notary
26 public) personally appeared _____ who proved to me on the basis of satisfactory
27 evidence to be the person(s) whose name(s) is/are 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
37 _____
38 (Signature of Notary)
39

1
2
3
4
5
6

EXHIBIT A

Description of Property

DRAFT

1
2
3
4

EXHIBIT B
Conveyance Parcels

DRAFT

1
2
3
4
5

EXHIBIT C

3Rs Safety Guide, Former Fort Ord Army Installation

DRAFT

1
2
3

EXHIBIT D

Safety Alert, Ordnance and Explosives at former Fort Ord

DRAFT

1
2
3

EXHIBIT E

[Exhibit D to the Government Deed, Environmental Protection Provisions]